

Offering Memorandum

No securities regulatory authority or regulator has assessed the merits of these securities or reviewed this Offering Memorandum. Any representation to the contrary is an offence. The information disclosed on this page is a summary only. Purchasers should read the entire Offering Memorandum for full details about the Offering. This is a risky investment. See Item 8 – Risk Factors.

Date: May 1, 2018
The Issuer: Agro Tech Ventures 1 Inc. (the “Corporation” or “AgroTech”)
Address: AGRO TECH VENTURES 1 INC.
110-5255 Henri Bourassa Ouest
Montréal (Québec) H4R 2M6
Attention: Calixa Capital Partners
Phone: 438-788-1123
E-mail: info@calixacapital.com
Currently listed or quoted? **No. These securities do not trade on any exchange or market**
Reporting Issuer? No.
SEDAR filer? No.

The Offering

Securities Offered	10% Unsecured Fixed Rate Bonds (referred to as the Series “A” Bonds) 10% Unsecured Fixed Rate Bonds with profit participation (referred to as the Series “B” Bonds) 12% Unsecured Fixed Rate Bonds with profit participation (referred to as the Series “F” Bonds) (collectively, the “ Bonds ”) See Item 5.1 – Terms of Securities for the terms of the Bonds.
Price per Security	\$100 per Bond
Minimum Offering	\$250,000 (2,500 Bonds)
Maximum Offering	\$5,000,000 (50,000 Bonds). Series of A and F Bonds are available up to a maximum of \$1,000,000 (10,000 Bonds) each and Series B is available up to a maximum of \$ 3,000,000 (30,000 Bonds). After the maximum number of Bonds in each series is subscribed for, no further Bonds will be issued for that particular series.
Payment terms	Payment in full of the subscription price is to be made by wire transfer or by way of delivery of a certified cheque or bank draft and completed Subscription Agreement. See Item 11 – Subscriber’s Rights and Item 5 – Securities Offered.
Minimum Subscription Amount Per Subscriber	\$2,500
Proposed Closing Date(s)	Subscriptions will be received subject to the rights of the Corporation to reject or allot them in whole or in part and subject to the right to close the subscription books at any time without notice. Closing shall occur from time to time in the course of the Offering or on such other date as the Corporation determines. The first Closing Date shall occur on or before May 31 th , 2018.
Income Tax Consequences	There are important tax consequences to these securities. See Item 6- Tax Consequences and Funds from Deferred Plans.
Purchaser’s Rights	You have 2 business days to cancel your Subscription Agreement to purchase these securities. If there is a misrepresentation in this Offering Memorandum, you have the right to sue either for damages or to cancel the Subscription Agreement. See Item 11 – Subscriber’s Rights.
Resale Restrictions	You will be restricted from selling your securities for an indefinite period. See Item 10 – Resale Restrictions.

Selling Agents	<p>Where allowed by applicable securities legislation, the Corporation intends to offer compensation of up to 6% of the gross proceeds of the Offering to investment dealers, exempt market dealers and/or their dealing representatives on the exempt market, parties related to the Corporation or consultants of such parties.</p> <p>Mr. Dany Bergeron, a director and officer of the Corporation and direct beneficial shareholder of the Minority Shareholder of the Corporation, is also a dealing representative of Cape Cove financial management Inc. ("Cape Cove"), which may act as a selling agent under the Offering. As such, the Corporation could be considered a "connected issuer" of Cape Cove and/or Mr. Bergeron under the securities legislation of certain Canadian provinces and territories.</p> <p>See item 7 Compensation Paid to Sellers and Finders.</p>
Connected Issuer	<p>Canadian provincial and territorial securities laws provide that registered firms such as Cape Cove and its dealing representatives, may only trade in or advise prospective subscribers with respect to the securities of issuers to which they (or certain parties related to them) are related or connected if they provide certain prescribed disclosures regarding the "connected issuer" status of the issuer of the securities. Prior to trading in such securities or advising their clients, dealers such as Cape Cove are required to inform their clients of the relevant relationships and connections with the issuer of the securities, which in the case of the Offering detailed in this Offering Memorandum is the Corporation.</p> <p>Purchasers should refer to the relevant provisions of applicable securities laws for further details regarding these requirements or consult with a legal advisor.</p> <p>Subscribers should note that if they purchase Bonds through Cape Cove, they will not be purchasing securities from a dealer that is independent of the Corporation. See Item 7 – Compensation Paid to Sellers and Finders and the disclosure in bold under "Selling Agents" on the cover page of this Offering Memorandum.</p>
Marketing Materials	<p>All marketing materials related to this Offering and delivered or made reasonably available to prospective subscriber are hereby incorporated by reference into this Offering Memorandum.</p>
<p align="center">AGROTECH VENTURES INC. COPY</p> <p align="center">Please print your name, sign and date below, and submit this page with your Subscription Agreement</p> <p>Investor Name: _____ Investor Signature: _____ Date: _____</p>	

Offering Memorandum

No securities regulatory authority or regulator has assessed the merits of these securities or reviewed this Offering Memorandum. Any representation to the contrary is an offence. The information disclosed on this page is a summary only. Purchasers should read the entire Offering Memorandum for full details about the Offering. This is a risky investment. See Item 8 – Risk Factors.

Date: May 1, 2018
The Issuer: Agro Tech Ventures 1 Inc. (the “Corporation” or “AgroTech”)
Address: AGRO TECH VENTURES 1 INC.
110-5255 Henri Bourassa Ouest
Montréal (Québec) H4R 2M6
Attention: Calixa Capital Partners
438-788-1123
Phone: info@calixacapital.com
E-mail:
Currently listed or quoted? **No. These securities do not trade on any exchange or market**
Reporting Issuer? No.
SEDAR filer? No.

The Offering

Securities Offered	10% Unsecured Fixed Rate Bonds (referred to as the Series “A” Bonds) 10% Unsecured Fixed Rate Bonds with profit participation (referred to as the Series “B” Bonds) 12% Unsecured Fixed Rate Bonds with profit participation (referred to as the Series “F” Bonds) (collectively, the “ Bonds ”) See Item 5.1 – Terms of Securities for the terms of the Bonds.
Price per Security	\$100 per Bond
Minimum Offering	\$250,000 (2,500 Bonds)
Maximum Offering	\$5,000,000 (50,000 Bonds). Series of A and F Bonds are available up to a maximum of \$1,000,000 (10,000 Bonds) each and Series B is available up to a maximum of \$ 3,000,000 (30,000 Bonds). After the maximum number of Bonds in each series is subscribed for, no further Bonds will be issued for that particular series.
Payment terms	Payment in full of the subscription price is to be made by wire transfer or by way of delivery of a certified cheque or bank draft and completed Subscription Agreement. See Item 11 – Subscriber’s Rights and Item 5 – Securities Offered.
Minimum Subscription Amount Per Subscriber	\$2,500
Proposed Closing Date(s)	Subscriptions will be received subject to the rights of the Corporation to reject or allot them in whole or in part and subject to the right to close the subscription books at any time without notice. Closing shall occur from time to time in the course of the Offering or on such other date as the Corporation determines. The first Closing Date shall occur on or before May 31 th , 2018.
Income Tax Consequences	There are important tax consequences to these securities. See Item 6- Tax Consequences and Funds from Deferred Plans.
Purchaser’s Rights	You have 2 business days to cancel your Subscription Agreement to purchase these securities. If there is a misrepresentation in this Offering Memorandum, you have the right to sue either for damages or to cancel the Subscription Agreement. See Item 11 – Subscriber’s Rights.
Resale Restrictions	You will be restricted from selling your securities for an indefinite period. See Item 10 – Resale Restrictions.

Selling Agents	<p>Where allowed by applicable securities legislation, the Corporation intends to offer compensation of up to 6% of the gross proceeds of the Offering to investment dealers, exempt market dealers and/or their dealing representatives on the exempt market, parties related to the Corporation or consultants of such parties.</p> <p>Mr. Dany Bergeron, a director and officer of the Corporation and direct beneficial shareholder of the Minority Shareholder of the Corporation, is also a dealing representative of Cape Cove financial management Inc. ("Cape Cove"), which may act as a selling agent under the Offering. As such, the Corporation could be considered a "connected issuer" of Cape Cove and/or Mr. Bergeron under the securities legislation of certain Canadian provinces and territories.</p> <p>See item 7 Compensation Paid to Sellers and Finders.</p>
Connected Issuer	<p>Canadian provincial and territorial securities laws provide that registered firms such as Cape Cove and its dealing representatives, may only trade in or advise prospective subscribers with respect to the securities of issuers to which they (or certain parties related to them) are related or connected if they provide certain prescribed disclosures regarding the "connected issuer" status of the issuer of the securities. Prior to trading in such securities or advising their clients, dealers such as Cape Cove are required to inform their clients of the relevant relationships and connections with the issuer of the securities, which in the case of the Offering detailed in this Offering Memorandum is the Corporation.</p> <p>Purchasers should refer to the relevant provisions of applicable securities laws for further details regarding these requirements or consult with a legal advisor.</p> <p>Subscribers should note that if they purchase Bonds through Cape Cove, they will not be purchasing securities from a dealer that is independent of the Corporation. See Item 7 – Compensation Paid to Sellers and Finders and the disclosure in bold under "Selling Agents" on the cover page of this Offering Memorandum.</p>
Marketing Materials	<p>All marketing materials related to this Offering and delivered or made reasonably available to prospective subscriber are hereby incorporated by reference into this Offering Memorandum.</p>
<p style="text-align: center;">INVESTOR COPY</p> <p style="text-align: center;">Please print your name, sign and date below, and submit this page with your Subscription Agreement</p> <p>Investor Name: _____ Investor Signature: _____ Date: _____</p>	

TABLE OF CONTENTS

Item 1.	Use of available funds	4
Item 2.	Business of the Corporation	4
Item 3.	Interests of Directors, management, promoters and principal holders	9
Item 4.	Capital structure	11
Item 5.	Securities Offered	13
Item 6.	Tax Consequences and Funds from Tax Deferred Plans.....	14
Item 7.	Compensation Paid to Sellers and Finders.....	15
Item 8.	Risk Factors	15
Item 9.	Reporting obligations.....	20
Item 10.	Resale Restrictions	20
Item 11.	Subscriber's Rights	20
Item 12.	Financial statements	25
Item 13.	Date and certificate.....	26

FORWARD-LOOKING INFORMATION

This Offering Memorandum contains forward-looking statements. Often, but not always, forward-looking statements can be identified using words such as “plans”, “proposes”, “expects”, “estimates”, “intends”, “anticipates” or “believes”, or variations (including negative and grammatical variations) of such words and phrases or state that certain actions, events or results “may”, “could”, “would”, “might” or “will” be taken, occur or be achieved. Forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause the actual results, performance or achievements of AgroTech to be materially different from any future results, performance or achievements expressed or implied by the forward-looking statements. Actual results, performance and developments are likely to differ, and may differ materially, from those expressed or implied by the forward-looking statements contained in this Offering Memorandum. Such forward-looking statements are based on a number of assumptions which may prove to be incorrect including, but not limited to: the completion of this Offering, the ability of AgroTech to acquire and maintain an investment portfolio capable of generating the necessary annual yield or returns to enable AgroTech to achieve its investment objectives, the ability of AgroTech to establish and maintain relationships and agreements with key strategic partners, the maintenance of prevailing interest rates at favourable levels, the ability of borrowers to service their obligations under the Loans, the ability of the Manager to effectively perform its obligations to AgroTech, anticipated costs and expenses, competition, and changes in general economic conditions. While AgroTech anticipates that subsequent events and developments may cause its views to change, AgroTech specifically disclaims any obligation to update these forward-looking statements, except as required by applicable law. These forward-looking statements should not be relied upon as representing AgroTech’s views as of any date after the date of this Offering Memorandum. Although AgroTech has attempted to identify important factors that could cause actual actions, events or results to differ materially from those described in forward-looking statements, there may be other factors that cause actions, events or results not to be as anticipated, estimated or intended. There can be no assurance that forward-looking statements will prove to be accurate, as actual results, performance and future events could differ materially from those anticipated in such statements. Accordingly, readers should not place undue reliance on forward-looking statements. The factors identified above are not intended to represent a complete list of the factors that could affect AgroTech. Additional factors are noted under “Risk Factors”.

GLOSSARY OF TERMS

In this Offering Memorandum, unless the context otherwise requires, the following words and terms shall have the indicated meanings and grammatical variations of such words and terms shall have corresponding meanings:

“Administrative Agreement” means the Administrative Services Agreement between the Corporation and Knightswood dated May 1, 2018, the terms of which are referred to in Item 2.6 herein.

“Bondholder” means a holder of Bonds purchased by a Subscriber pursuant to this Offering Memorandum.

“Bonds” means the unsecured Series A, B and F Bonds issued by the Corporation pursuant to this Offering Memorandum.

“Borrowers” means those individuals, companies, corporations, businesses and other entities who meet the Corporation’s lending criteria and to whom the Corporation advances Loans as further described in Item 2 – Business of the Corporation.

“Cape Cove” means Cape Cove financial management Inc., a registered exempt market dealer in the provinces of Quebec, Ontario, Alberta, and British Columbia and an anticipated selling agent under the Offering.

“CBW” means Cannabis Wheaton Income Corp., a publicly traded company listed on the TSX Venture Exchange, trading under the symbol “CBW”. Knightswood presently holds 60% of the issued and outstanding Class A Preferred Shares of the Corporation.

“Class “A” Shares” means the Class “A” Preferred shares of the Corporation.

“Class “B” Shares” means the Class “B” Common shares of the Corporation.

“CRA” means the Canada Revenue Agency.

“Deferred Plan” means any one of or collectively a RRSP, RRIF, RESP and a TFSA.

“Deferred Plan Capital” means capital of any kind raised by the Corporation from a RRSP, RRIF, RESP or TFSA pursuant to this Offering.

“GAAP” means, at any time, accounting principles generally accepted in Canada, including those set out in the Handbook of the Canadian Institute of Chartered Accountants.

“Knightswood” means Knightswood Holdings Ltd., a wholly owned subsidiary of CBW.

“Knightswood Shares” means the 6,000 Class A Preferred Shares of the Corporation held by Knightswood as of the date of this Offering Memorandum.

“Maximum Offering” means 50,000 Bonds (\$5,000,000).

“Minimum Offering” means 2,500 Bonds (\$250,000).

“NI 45-106” means National Instrument 45-106 – *Prospectus Exemptions*.

“Offering” means the offering of up to 50,000 Bonds pursuant to the terms of this Offering Memorandum.

“Offering Documents” means any offering memorandum, prospectus or term sheet, and applicable subscription agreement prepared by the Corporation in connection with a distribution of its securities.

“Offering Jurisdictions” means the Provinces and Territories of Canada.

“Offering Memorandum” means this offering memorandum dated May 1st, 2018 as amended or supplemented.

“Portfolio Company” or **“Portfolio Companies”** means one or more businesses in which AgroTech has made an eligible investment;

“Option Agreement” means the Option Agreement between the Corporation and Knightswood dated May 1, 2018, the terms of which are referred to in Item 2.5 herein.

“Principal Amount” means the aggregate dollar value of each Subscriber’s subscription for Bonds determined by multiplying the number of Bonds purchased by a Subscriber by \$100.

“Quarterly Fee” means the quarterly fee payable by the Corporation in cash to Knightswood in an amount equal to: (i) \$3,750 per calendar quarter (\$15,000 per annum) if the aggregate principal amount value of the Bonds issued and outstanding at the end of any calendar quarter is less than \$3,000,000; or (ii) \$5,000 per calendar quarter (\$20,000 per annum) if the aggregate principal amount value of the Bonds issued and outstanding at the end of any calendar quarter is greater than \$2,999,999 and less than \$5,000,000; or (iii) \$6,250 per calendar quarter (\$25,000 per annum) if the aggregate face value of the Bonds issued and outstanding at the end of any calendar quarter is equal to or greater than \$5,000,000; plus applicable taxes.

“Regulations” means the Tax Act regulations.

“RESP” means registered Education Savings Plan as defined under the Tax Act.

“RRIF” means Registered Retirement Income Fund as defined under the Tax Act.

“RRSP” means Registered Retirement Savings Plan as defined under the Tax Act.

“Series A Bondholders” means the registered holders of Series A Bonds pursuant to this Offering Memorandum.

“Series A Bonds” means the 10% unsecured fixed rate bonds issued by the Corporation pursuant to this Offering Memorandum.

“Series B Bondholders” mean the registered holders of Series B Bonds pursuant to this Offering Memorandum.

“Series B Bonds” means the 10% unsecured fixed rate bonds with profit participation issued by the Corporation pursuant to this Offering Memorandum.

“Series F Bondholders” mean the registered holders of Series C Bonds pursuant to this Offering Memorandum.

“Series F Bonds” means the 12% unsecured fixed rate bonds with profit participation issued by the Corporation pursuant to this Offering Memorandum.

“Subscribers” means parties who subscribe for Bonds pursuant to this Offering.

“Subscription Agreement” means the Subscription Agreement entered between a Subscriber and the Corporation with respect to the purchase of Bonds by a Subscriber under this Offering.

“Tax Act” means the *Income Tax Act* (Canada).

“TFSA” means Tax-Free Savings Account as defined by the Tax Act.

In this Offering Memorandum, references to “dollars” and \$ are to the lawful currency of Canada, unless otherwise indicated.

ITEM 1. USE OF AVAILABLE FUNDS

1.1 Funds Available Pursuant to this Offering

1.1.1 The following table provides the general allotment of funds available pursuant to this Offering:

		Assuming Minimum Offering	Assuming Maximum Offering
A.	Amount to be raised	\$250,000	\$5,000,000
B.	Selling commissions and fees (1)	\$15,000	\$300,000
C.	Estimated costs (lawyers, accountants, auditors)	\$75,000	\$100,000
D.	Available funds: $D = A - (B + C)$	\$160,000	\$4,600,000
E.	Additional sources of funding required	-	-
F.	Total: $F = D + E$	\$160,000	\$4,600,000

Notes:

(1) The Corporation shall offer a commission to a maximum of 6% on the value of the Bonds sold by the intermediary.

As of May 1st, 2018, there was no working capital deficiency.

1.2 Use of Available Funds pursuant to the Offering

1.2.1 The following table provides a detailed breakdown of the total use of funds available as a result of the Offering:

Description of intended use of available funds listed in order of priority	Assuming Minimum Offering	Assuming Maximum Offering
Purchase of Agricultural, Food and Beverage Assets	\$160,000	\$4,600,000

AgroTech intends to use the available funds to pay all fees, including, without limitation, pay Knightswood the Quarterly Fee; costs incurred by the Corporation with respect to the Offering; and Purchase of Agricultural, Food and Beverage Assets, shall be paid from the proceeds of the Offering. **See Item 2.5 – Material Agreements.**

ITEM 2. BUSINESS OF THE CORPORATION

2.1 Structure

AgroTech Ventures Inc. was incorporated on April 16, 2018, under the *Canada Business Corporations Act*. Its head office is located at 5255 Henri-Bourassa Ouest, Suite 110, Ville Saint-Laurent, Quebec, H4R 2M6.

Voting control of the Corporation by Knightswood ensures that the Bonds issued by the Corporation pursuant to the present Offering qualify as Deferred Plan investments.

The Corporation is controlled by Knightswood, a wholly owned subsidiary of Cannabis Wheaton Income Corp. a public corporation listed on the TSX Venture Exchange trading under the symbol “CBW”. Knightswood owns 60% of the issued and outstanding Class A Preferred Shares of the Corporation. See Sub-Item 3.1 “Compensation and Securities Held”.

Voting control of the Corporation by Knightswood is to ensure that the Bonds issued pursuant to this Offering are a qualified Deferred Plan investment. See Item 6 – Tax Consequences and Funds from Tax Deferred Plans.

Knightswood’s control and interest in the Corporation is to earn fees and not to participate in the management, operations and profits of the Corporation. **See Administrative Agreement under Item 2.6 – Material Agreements.**

Subscribers of the Bonds of the Corporation should understand that the assets and management of Knightswood, and its parent company, Cannabis Wheaton Income Corp. ("CBW"), are not in any way committed to the activities of the Corporation other than Knightswood voting its shares at shareholder meetings of the Corporation. Both Knightswood and CBW do not encourage or discourage an investment in the Corporation.

Release of Knightswood and Cannabis Wheaton Income Corp. ("CBW")

As term of this Offering, Subscribers acknowledge that:

- (a) The assets and management of Knightswood and CBW are not in any way committed to the activities of the Corporation other than Knightswood voting its shares at shareholder meetings of the Corporation. Further, the Subscriber acknowledges that neither Knightswood nor CBW has performed any due diligence on the Corporation, its assets or management and neither Knightswood nor CBW encourages or discourages an investment in the Corporation;
- (b) Neither Knightswood nor CBW owes a fiduciary duty of care or any other duty to Subscribers in connection with the Bonds issued under this Offering;
- (c) Neither Knightswood nor CBW shall be liable to Subscribers for any liabilities, losses or damages suffered or incurred by Subscribers in connection with this investment, including any default by the Corporation in the payment of interest and/or repayment of the principal of the Bonds issued pursuant to this Offering; and
- (d) the Subscriber will release and forever discharge Knightswood and CBW, together with their officers, directors, servants, employees, agents and other representatives from any and all actions, causes of action, claims, demands, or other liability of any nature or kind howsoever arising, including, without limitation, any and all claims, past or present, and which may arise in the future, in any way related to the Subscriber's investment in the Bonds of the Corporation.

For additional information with respect to Cannabis Wheaton Income Corp., please see www.sedar.com.

Kerasina Vountas and Dany Bergeron each control 20% of the remaining 40% of the issued and outstanding Class "A" Preferred Shares of the Corporation.

Mr. Bergeron, director and officer of the Corporation and one of the two direct beneficial shareholders of the Minority Shareholder of the Corporation, is also a dealing representative of Cape Cove Financial Management Inc. ("Cape Cove"), which may act as a selling agent under the Offering. Mrs. Vountas, director and officer of the Corporation and the other direct beneficial shareholder of the Minority Shareholder of the Corporation is a Processing Administrator of Cape Cove Financial Management Inc. As such, the Corporation could be considered a "connected issuer" of Cape Cove, Kerasina Vountas and/or Mr. Bergeron under the securities legislation of certain Canadian provinces and territories.

2.2 Business

The Corporation is in a start-up phase and has no business prior to this Offering and no development history. Since the date of incorporation, the Corporation has been engaged in preparation for this Offering.

The Corporation intends to build a diverse portfolio of companies associated or related to the agricultural, food and beverage sector. The Corporation will finance companies or make Venture Capital Investments in which AgroTech shall have an active role.

The Corporation will gain direct and indirect exposure to the global Agricultural, Food and Beverage industry which will also include but not limited to the hemp and marijuana industry, anticipating taking advantage of the pending legalisation of marijuana in Canada and changes in hemp laws in many European countries.

The Corporation's exposure to these assets will consist principally of privately owned companies and the portion of the net proceeds of the Offering that is not invested in issuers or securities related to agriculture, food and beverage assets will be held by the Corporation in cash or cash equivalents and used for working capital purposes.

To mitigate the risk, AgroTech will optimally target 8-10 projects with no one project representing more than 25% total net proceeds (with exception of the first 3 months, when the initial purchases will be added to the pool).

Management and other fees

The Corporation may retain the services of various parties to handle its management and administrative tasks, including, marketing, accounting, due diligence and other functions. All administration and operating expenses paid or incurred will be paid by the Corporation in connection with the conduct of its business including without limitation: legal, accounting, marketing, salaries, compensation payable to consultants and other service providers. The Corporation has retained the services of Calixa Capital Partners Inc. in an advisory committee role for this offering. **See Item 3.2- Management Experience**

2.3 Development of Business

The Corporation was created on April 16, 2018 and its purpose is to allow Subscribers to invest in Series A Bonds, Series B Bonds and Series F Bonds offered by the Corporation according to the Offering. The funds will be used to purchase Agricultural and Food and Beverage assets.

Venture Capital Investments

AgroTech will either finance or invest in corporations, partnerships or joint ventures on a global basis in which AgroTech shall have an active role. The investment criteria are as follows:

In making investment decisions with respect to follow-on investments for existing portfolio companies and for new opportunities, AgroTech will focus on, among other factors, the following investment criteria:

- Management: Senior management should be well qualified, motivated and committed to the business relative to other industry participants operating in comparable fields;
- Market Opportunity: The business should have the potential to serve a defined marketplace and the opportunity must be significant enough to allow the business to experience rapid and sustainable growth;
- Competition: The business plans and operations should demonstrate a sustainable advantage over other industry participants operating in comparable fields;
- Availability of co-investors: AgroTech believes that capable co-investors can add significant value to an investment opportunity by increasing the amount of capital available to the business and through access to the networks and expertise of their principals.
- Diversification: AgroTech will endeavour to diversify its portfolio by investing in debt and equity securities in a variety of businesses of different sizes and at different stages of their development and by investing in businesses serving different markets.

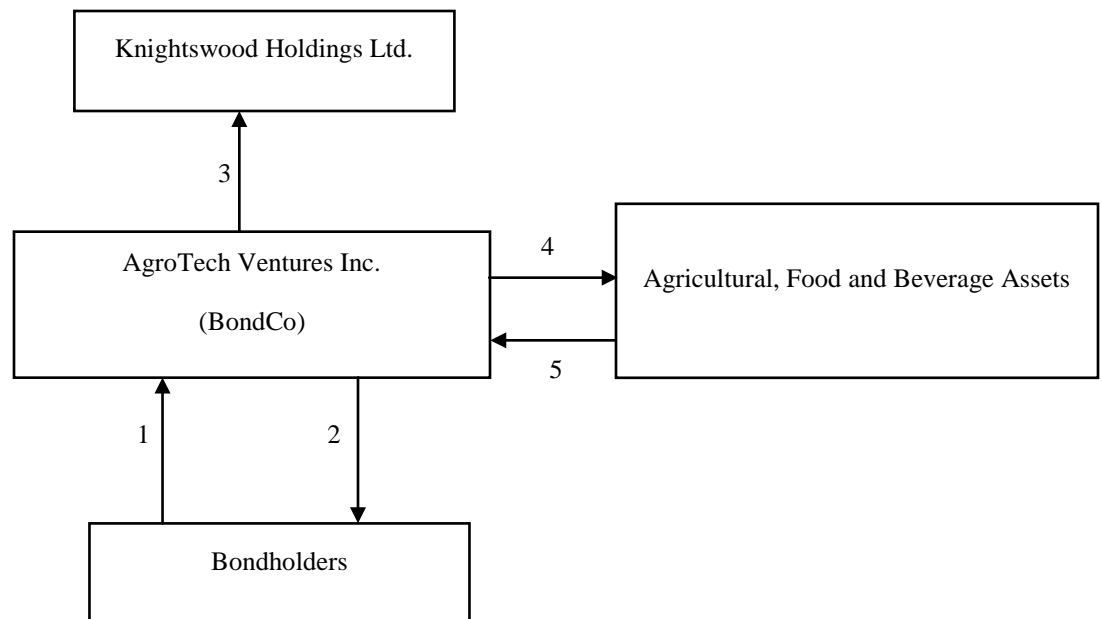
Exit Strategy

Before each investment is made, AgroTech will consider possible methods of realizing on the investment. Typically, AgroTech will realize on investments in one of four ways: (i) through a public offering; (ii) through a sale to or merger with another company for cash or shares for which a public market exists; (iii) through a sale to the principals of the business; or (iv) through automatic repayment terms contained within the investment structure. From the outset, AgroTech will contemplate which alternative will be appropriate for the Portfolio Company and will seek to assist the business to perform towards achieving the requisite objectives. AgroTech anticipates that it will seek representation on the board of directors of many Portfolio Companies in order to monitor the performance of the business and, where appropriate, to use the experience and industry expertise of principals of AgroTech to identify strategic partners or purchasers for the Portfolio Company. It is anticipated that to benefit from the long-term growth potential of Portfolio Companies, AgroTech will be required to hold investments for a

significant period. AgroTech will seek to remain fully invested, however it will generally seek to divest of investments in Portfolio Companies when the business no longer meets its investment criteria or when more attractive investment opportunities are available to AgroTech. Since AgroTech will generally invest in private businesses, there can be no assurance that it will be able to divest of investments on favourable terms, or at all. These factors may limit AgroTech's ability to dispose of its investments profitably.

2.3.1 Investment Flow Chart

The following organizational diagram and accompanying notes describes the economic model underlying the Offering and provides an overview of the key transactions between the Bondholders, the Corporation and Knightswood.



- (1) Subscribers purchase Bonds in the Corporation with funds from Deferred Plans or cash.
- (2) The Corporation issues Bonds to Subscribers.
- (3) The Corporation will use funds from this Offering to pay the Quarterly Fee to Knightswood. See Item 1.1 – Funds Available Pursuant to this Offering and Item 2.5 – Material Agreements.
- (4) The Corporation will use the available funds to purchase or finance various Agricultural, Food and Beverage assets
- (5) The Corporation will receive equity or other positions in target assets See Item 2 –Business of the Corporation.

2.4 Objectives of the Corporation

The investment objective of the Corporation is to achieve long-term capital appreciation and steady cash flow, while reducing risk and preserving capital, through global exposure to agricultural and food and beverage sectors and industries related to these sectors.

The Corporation seeks to raise capital, on a short and long-term basis, by offering potential investors the possibility of investing in Series A Bonds at a fixed rate of 10%, in Series B Bonds at a fixed rate of 10% with profit participation, and Series F Bonds at a fixed rate of 12% with profit participation. The Corporation may, in its discretion, issue additional series of Bonds other than those described in this Offering Memorandum.

Insufficient Funds

Funds available because of the Offering may not be sufficient to accomplish all of AgroTech 's proposed objectives. Closing shall occur from time to time during the Offering or on such other date as the Corporation determines. There is no assurance that alternative financing will be available.

2.5 Material Agreements

The Corporation has entered and will enter into material agreements, including:

Administrative Agreement

The Corporation has entered into an Administrative Services Agreement (the "**Administrative Agreement**"), dated May 1, 2018, with Knightswood, the parent company of the Corporation, pursuant to which Knightswood has agreed to maintain its good standing under applicable securities legislation. In consideration therefor, and in consideration for the other covenants in the Administrative Agreement, the Corporation will pay Knightswood a fee (the "**Quarterly Fee**") as follows:

- (i) \$3,750 per calendar quarter (\$15,000 per annum) if the aggregate principal amount value of the Bonds issued and outstanding at the end of any calendar quarter is less than \$3,000,000; or
- (ii) \$5,000 per calendar quarter (\$20,000 per annum) if the aggregate principal amount value of the Bonds issued and outstanding at the end of any calendar quarter is greater than \$2,999,999 and less than \$5,000,000; or
- (iii) \$6,250 per calendar quarter (\$25,000 per annum) if the aggregate face value of the Bonds issued and outstanding at the end of any calendar quarter is equal to or greater than \$5,000,000.

Option Agreement

6,000 Class A Preferred Shares of the Corporation are held by Knightswood, a corporation resident in Canada and a wholly owned subsidiary of Cannabis Wheaton Income Corp. ("CBW"), whose shares are listed on the TSX Venture Exchange. Knightswood, an optionee and the Corporation have entered into an option agreement (the "**Option Agreement**") dated May 1, 2018, pursuant to which Knightswood has granted an option to the optionee to purchase all of the shares of the Corporation held by Knightswood at a price of \$0.01 per share. The option is exercisable by the optionee at any time after the happening of certain events including any order to cease or suspend trading in the securities of CBW, or CBW ceasing to be a reporting company whose shares are listed and posted for trading on a prescribed stock exchange in Canada as contemplated by the *Income Tax Act* (Canada), or Knightswood or CBW passing any resolution or any orders made for its winding up or dissolution, or a receiver or receiver manager being appointed for Knightswood or CBW. In order to facilitate the transfer of the Corporation's shares pursuant to this option, Knightswood has placed the duly endorsed share certificate representing all of the Corporation's shares in escrow with the Corporation's solicitors.

Pursuant to the Option Agreement, AgroTech has also granted Knightswood the right to require AgroTech to purchase Knightswood's shares of the Corporation on 60 days written notice at \$0.01 per share. If this option were to be exercised, AgroTech intends to find a purchaser for such shares so that the Bonds remain a qualified investment for Registered Plans or to otherwise qualify the Bonds. Knightswood has also agreed not to sell, transfer, assign or otherwise dispose of the shares of the Corporation to any person except to an affiliate who is a company resident in Canada whose shares are listed on a prescribed stock exchange in Canada and who has agreed to be bound by the Option Agreement.

Under the Option Agreement, the board of directors of the Corporation is to consist of two (2) directors, two (2) of whom is to be nominated by Calixa Capital Partners.

Agreements with Selling Agents

The Corporation will sign agreements with Selling Agents in connection with the issuance of Series A Bonds, Series B Bonds and Series F Bonds of the Corporation. The Corporation intends to offer the following remuneration to the Selling Agents according to each Series:

Offering	Selling commissions and fees
Series A Bonds	2% of the gross proceeds of the Series A Bonds
Series B Bonds	6% of the gross proceeds of the Series B Bonds
Series F Bonds	0% of the gross proceeds of the Series F Bonds

ITEM 3. INTERESTS OF DIRECTORS, MANAGEMENT, PROMOTERS AND PRINCIPAL HOLDERS

3.1 Compensation and Securities Held

The following table presents the information regarding compensation and securities held for each director, officer and promoter of the Corporation as well as each person who owns, or exercises control or direction over, more than 10% of the voting securities of the Corporation. Only Class “A” Shares are voting.

Name and municipality of principal residence	Position held and date of obtaining that position	Compensation paid by the Corporation in the last financial year and the compensation anticipated to be paid in the current financial year	Number, type and percentage of securities of the Corporation held after completion of Min. Offering	Number, type and percentage of securities of the Corporation held after completion of Max. Offering
Kerasina Vountas Laval, Quebec	Shareholder since April 16, 2018	—	2,000 Class “A” Preferred Shares 500 Class “B” Common Shares	2,000 Class “A” Preferred Shares 500 Class “B” Common Shares
Dany Bergeron Montreal, Quebec	Shareholder since April 16, 2018	---	2,000 Class “A” Preferred Shares 500 Class “B” Common Shares	2,000 Class “A” Preferred Shares 500 Class “B” Common Shares
Knightswood Holdings Ltd. Vancouver, British Columbia	Shareholder since May, 2018	\$25,000	6,000 Class “A” Preferred Shares	6,000 Class “A” Preferred Shares

3.2 Management experience

Dany Bergeron, B.B.A, C.L.U., C.A.A.S., FMA, FCSI President, Secretary, Director

Mr. Bergeron has more than 20 years of experience in the distribution of financial products and services and in the management of companies. During his professional career, Mr. Bergeron was a director for 6 years (including 3 years as Chairman of the Board of Directors) of the Chambre de la Sécurité Financière, a self-regulatory organization in the province of Quebec whose mission is to ensure the protection of the public. The Chambre oversees more than 32,000 professionals in the financial sector, particularly in terms of ethics and discipline. Mr. Bergeron acts as a consultant to companies representing high-quality investment opportunities in the exempt market. He also acts and as a dealer representative of Cape Cove financial management Inc. and as the

sole officer, director, and representative of his financial services firm Financière Radisson Inc. and his exempt markets firm Mardi.info – Exempt Market Solution Inc.

Kerasina Vountas, Vice President, Treasurer, Director

Ms. Vountas has gained valuable experience working on various projects acquiring financing for venture capital. With a thorough understanding of capital markets and private placements, Ms. Vountas adds expertise relevant to the demands of today's markets. As a Processing Administrator for Cape Cove Financial Management Inc., Ms. Vountas also provides a keen insight to the administration and governance of the Corporation.

Calixa Capital Partners Inc.- Advisory Committee

Calixa Capital Partners Inc. has more than twenty-five shareholders with varied expertise and several years of experience in the financial industry. Calixa Capital Partners Inc. is also a 25% shareholder of Cape Cove Financial Management Inc., an exempt market dealer and selling agent of this offering. Calixa selects emerging companies in forward-looking and growth sectors. Targeted companies must have proven, state-of-the-art technology and strong market positioning, and be managed by an experienced and motivated team.

AgroTech believes that the extensive experience of Calixa and the members of its investment advisory committee will provide the Corporation with differentiated and superior capabilities in each phase of the investment process.

The Advisory Committee will provide advice and make recommendations to it from time to time on matters ranging from investment sourcing, financial analysis and due diligence. The Committee has no investment authority regarding the Corporation. The Corporation may pay the Committee members consulting fees at such times and in such amounts as AgroTech determines in its sole discretion.

Indemnification

AgroTech and the members of the Advisory Committee will be indemnified from any loss, liability or expense; provided, however, that such loss, liability or expense does not result from gross negligence, willful misconduct or violations of applicable law.

3.3 Penalties, Sanctions and Bankruptcy

To the knowledge of the Corporation, there are no penalties or sanctions that have been in effect during the last 10 years, or any cease trade order that has been in effect for a period of more than 30 consecutive days during the past 10 years against: (i) a director, executive officer or control person of the Corporation, or (ii) an issuer of which a person referred to in (i) above was a director, executive officer or control person at the time. There is no declaration of bankruptcy, voluntary assignment in bankruptcy, proposal under any bankruptcy or insolvency legislation, proceedings, arrangement or compromise with creditors or appointment of a receiver, receiver manager or trustee to hold assets, that has been in effect during the last 10 years with regard to any (i) director, executive officer or control person of the Corporation, or (ii) issuer of which a person referred to in (i) above was a director, executive officer or control person at that time.

ITEM 4. CAPITAL STRUCTURE

4.1 Share Capital

The following sets out the capital structure of the Corporation as at the date indicated below:

Description of Security	Number authorized to be issued	Price per security	Number outstanding as the date hereof	Number outstanding assuming completion of Minimum Offering	Number outstanding assuming completion of Maximum Offering
Class "A" Preferred Shares	Unlimited	\$0.01	10,000	10,000	10,000
Class "B" Common Shares	Unlimited	N/A	1,000	1,000	1,000

The Corporation is authorized to issue an unlimited number of Class "A" Preferred Shares and an unlimited number of Class "B" Common Shares.

The rights, privileges, restrictions and conditions attached to the Class "A" Preferred Shares as a Class "A" and Class "B" Common Shares as a class shall be as follows:

Class "A" Preferred Shares

Voting:

The holders of the Class "A" Preferred Shares shall be entitled to one vote for each Class "A" Preferred Share held at all meetings of shareholders of the Corporation, other than at which only the holders of another class or series of shares are entitled to vote separately as a class or series.

Dividends:

The holders of the Class "A" Preferred Shares shall not be entitled to receive any dividend payable by the Corporation.

Dissolution:

In the event of a reduction of capital or the liquidation, dissolution or winding-up of the Corporation or other distribution of property or assets of the Corporation among its shareholders for the purpose of winding-up its affairs (a "**Winding-Up Event**"):

- (i) Prior to the Class "A" Preferred shareholders receiving any consideration of a Winding-Up Event, any bondholders of the Corporation at the time of such event shall be entitled to receive from the Corporation an amount equal to the face value of their bond together with any accrued interest paid thereon up to the date of payment (the "**Priority Payment**") in priority to any distribution of the Corporation's assets for property to the Class "A" Preferred shareholders. If the Corporation does not have sufficient property or assets to pay the aggregate of the Priority Payment, then each bondholder will be entitled to their pro-rata share of the Corporation's property or assets in priority to the Class "A" Preferred shareholders; and
- (ii) The Class "A" Preferred shareholders shall be entitled to receive an amount equal to the aggregate amount of paid up capital on the Class "A" Preferred Shares held by them respectively after repayment of the aggregate Priority Payment and in the event that there is not sufficient property or assets to return the entire amount of the paid up capital thereon to all shareholders,

the amount available for distribution shall be distributed to the shareholders on a pro-rata basis according to the number of Class “A” Preferred Shares owned by each shareholder.

Class “B” Common Shares

Non-Voting:

Subject to the provisions of the laws governing the Corporation, as now existing or hereafter amended, the holders of the Class “B” Common Shares shall not be entitled as such to receive notice of or to attend any meeting of shareholders of the Corporation and shall not be entitled to vote at any such meeting, except that holders of the Class “B” Common Shares shall be entitled to notice of any meeting of the shareholders called for the purpose of authorizing the dissolution of the Corporation or the sale, lease or exchange of all or substantially all of the property of the Corporation other than in the ordinary course of business of the Corporation.

Dividends:

Subject to the prior rights of the holders of any shares ranking senior to the Class “B” Common Shares with respect to priority in the payment of dividends, the holders of the Class “B” Common Shares shall be entitled to receive dividends and the Corporation shall pay dividends thereon, if, as and when declared by the directors out of the moneys of the Corporation properly applicable to the payment of dividends, in such amount and in such form as the board of directors may from time to time determine, and all dividends which the directors may declare on the Class “B” Common Shares shall be declared and paid in equal amounts per share on all Class “B” Common Shares at the time outstanding. No dividends may be declared or paid on the Class “B” Common Shares if payment of the dividend would cause the realizable value of the Corporation’s assets to be less than the aggregate of its liabilities and the amount required to redeem any bonds issued by the Corporation then outstanding having attached thereto a right of redemption or retraction.

Dissolution:

In the event of the dissolution, liquidation or winding-up of the Corporation, whether voluntary or involuntary, or any other distribution of assets of the Corporation among its shareholders for the purpose of winding-up its affairs, subject to the prior rights of the holders of the Class “A” Preferred Shares and to any other shares ranking senior to the Class “B” Common Shares with respect to priority in the distribution of assets upon dissolution, liquidation or winding-up, the holders of the Class “B” Common Shares shall be entitled to receive the remaining property and assets of the Corporation.

4.2 Long Term Debt

As the date hereof, the Corporation does not have any outstanding long-term debt. In the event the Corporation is successful in raising funds pursuant to this Offering, it will have the following unsecured debt obligations to Subscribers through the issue of Bonds offered by the Corporation pursuant to this Offering.

Description of Security	Number authorized to be issued	Number outstanding as the date hereof	Number outstanding assuming completion of Minimum Offering	Number outstanding assuming completion of Maximum Offering
Series A, B and F Bonds	50,000	Nil	2,500 ⁽¹⁾ Representing a debt obligation of \$250,000 to Subscribers under this Offering plus applicable interest thereon.	50,000 ⁽¹⁾ Representing a debt obligation of \$5,000,000 to Subscribers under this Offering plus applicable interest thereon.

(1) See Item 5.1 – Terms of Securities, for the terms of the Bonds offered pursuant to this Offering.

4.3 Prior Sales

The Corporation has not offered any Bonds for sale in the twelve (12) months prior to the date of this Offering Memorandum.

ITEM 5. SECURITIES OFFERED

5.1 Terms of Securities

The securities being offered pursuant to this Offering are unsecured Series A Bonds, Series B Bonds and Series F Bonds of AgroTech Ventures Inc. The Bonds qualified as Deferred Plan Investments. Bonds do not entitle the holders thereof ("**Bondholders**") to vote. The price of each Bond is \$100.

Each Series A Bond entitles the Bondholders to a fixed interest at a rate of 10%, payable within 30 days of the end of each quarter, being March 31, June 30, September 30 and December 31 of each year. The Corporation's debt obligations represented by the Series A Bonds are unsecured and will rank *pari passu* among themselves and with all other unsubordinated and unsecured Bonds of the Corporation except for such preferences as provided for under applicable law. The Series A Bonds shall mature on the first anniversary date of their issuance ("**Series A Bonds Maturity Date**").

Each Series B Bond entitles the Bondholders to a fixed interest at a rate of 10%, payable within 30 days of the end of each quarter, being March 31, June 30, September 30 and December 31 of each year. The Corporation's debt obligations represented by the Series B Bonds are unsecured and will rank *pari passu* among themselves and with all other unsubordinated and unsecured Bonds of the Corporation except for such preferences as provided for under applicable law. The Series B Bonds shall mature on the third anniversary date of their issuance ("**Series B Bonds Maturity Date**"). The Series B Bond also entitles the Bondholders to profit participation which will be calculated at maturity.

Each Series F Bond entitles the Bondholders to fixed interest at a rate of 12%, payable within 30 days of the end of each quarter, being March 31, June 30, September 30 and December 31 of each year. The Corporation's debt obligations represented by the Series F Bonds are unsecured and will rank *pari passu* among themselves and with all other unsubordinated and unsecured Bonds of the Corporation except for such preferences as provided for under applicable law. The Series F Bonds shall mature on the end of the third anniversary date of their issuance ("**Series F Bonds Maturity Date**"). The Series B Bond also entitles the Bondholders to profit participation which will be calculated at maturity.

In addition to this payment of 10% per year payable to the Series B Bondholders and the interest payment of 12% payable to the Series F Bondholders per year each Series B and F Bondholder shall be entitled to receive, on a pro-rata basis with respect to the number of Bonds that the Bondholder holds in relation to the Series B and Series F Bonds issued by the Corporation, an allocation of profit ("**Profit Participation**") after the Corporation has paid out all its expenses including the interest payments described above. The Profit Participation will be calculated and paid 90 days after the maturity of the Bonds based on the audited financial statements of the Corporation for the last 3 years. Such Profit Participation shall be calculated in the following manner. The profit generated by the Corporation over the last 3 financial years will be divided as to 75% to Series B and F Bondholders, 50% to Calixa and 10% to Cape Cove Financial Management Inc. The profit shall be calculated after having paid all income taxes.

Neither the Corporation nor the Bondholders can redeem the Bonds before the Series A Maturity Date, the Series B Maturity Date or the Series F Maturity Date.

5.2 Subscription and Payment Procedure

The minimum subscription amount is \$2,500 per Subscriber. Subscribers will be required to enter into a Subscription Agreement with the Corporation which will contain, among other things, representations, warranties covenants, and acknowledgements by the Subscriber that it is duly authorized to purchase the Bonds, that the Subscriber is purchasing the Bonds as principal for investment purposes and not with a view to resale, and that the Subscriber is eligible to subscribe for Bonds pursuant to an exemption from the prospectus requirements under applicable Canadian securities laws.

In order to subscribe for Bonds, Subscribers must complete, execute and deliver the following documentation to the Corporation via its counsel, BCF LLP, at 1100 René-Lévesque Boulevard West, 25th floor, Montreal, Quebec H3B 5C9:

1. one duly completed and signed copy of the Subscription Agreement;
2. completed and executed copies of the applicable schedules and appendices to the Subscription Agreement, including the appropriate investor qualification and risk acknowledgement forms. The appropriate form(s) to be completed depend(s) on a Subscriber's place of residence and on the amount of his or her investment (see the cover page to the Subscription Agreement for instructions);
3. payment of the aggregate subscription amount set forth in the Subscriber's Subscription Agreement by wire transfer payable to the following account (or by such other method of payment as may be accepted by the Corporation):

For credit to:	National Bank of Canada 955, de Maisonneuve Ouest Montréal, Québec H3A 1M4 CANADA
Swift Code:	BNDCCAMMINT
Bank number:	0006
Transit number:	1095-1
Account number:	07-574-28
Beneficiary's name:	BCF LLP, in trust
Beneficiary's address:	1100 René-Lévesque Blvd. West Suite 2500 Montreal, Quebec H3B 5C9 CANADA
Reference no.:	100642-1

Subject to applicable securities laws, and the purchaser's two-day cancellation right, a subscription for Bonds, evidenced by a duly completed Subscription Agreement delivered to the Corporation shall be irrevocable by the Subscriber. See Item 11 - Purchasers' Rights.

Subscriptions for Bonds will be received, subject to rejection and allotment, in whole or in part, and subject to the right of the Corporation to close the subscription books at any time, without notice. If a subscription for Bonds is not accepted, all subscription proceeds will be promptly returned to the Subscriber without interest.

The closing of the Minimum Offering is scheduled to occur on or prior to May 31, 2018. It is expected that the Bonds will be available for delivery within a reasonable period after the relevant closing date(s). If the Minimum Offering amount is not met prior to June 15, 2018, collected funds will be returned to the respective parties by June 30, 2018 without interest.

ITEM 6. TAX CONSEQUENCES AND FUNDS FROM TAX DEFERRED PLANS

You should consult your own professional adviser to obtain advice on the tax consequences that apply to you.

The Tax Act and the regulations thereunder provide generally that bonds or similar obligation of a Canadian corporation (as defined in the Tax Act) which is controlled directly or indirectly by one or more corporations whose shares are listed on a designated stock exchange in Canada will constitute a “qualified investment” for a tax deferred plan.

The Corporation is a Canadian corporation controlled by Knightswood. As a result, the Bonds will constitute a “qualified investment” for tax deferred plans provided the shares of Knightswood remain listed on a stock exchange designated by the Minister of Finance, which they currently are, and as long as Knightswood controls the Corporation. There is no agreement which restricts the ability of Knightswood to vote its Class A Shares of the Corporation or to appoint a majority of the board of directors of the Corporation. As such, Knightswood should be considered to control the Corporation.

There are additional requirements for a TFSA, RRSP, RESP or RRIF in order for the Bonds not to be a “prohibited investment” which would be subject to a special tax under the Tax Act. The Bonds will be a “prohibited investment” if the account holder does not deal at arm’s length with the Corporation or the account holder is a “specified shareholder” of the Corporation as defined in the Tax Act, generally a person who has a 10% or greater interest in the Corporation together with non-arm’s length persons. Assuming the Bondholder does not meet the above requirements, the Bonds should not be a “prohibited investment”.

There can also be additional special taxes for a TFSA, RRSP, RESP or RRIF on certain tax advantages that unduly exploit the attributes of a TFSA, RRSP, RESP or RRIF, including “advantages” on “prohibited investments” and on “non-qualified investments”. The rules in the Tax Act that define an “advantage” are quite broad; Subscribers should seek independent professional advice as to the applicability of these rules to their circumstances.

The income tax information contained in this section was provided by BCF LAW, and it is based on the current provisions of the Tax Act, the regulations thereunder and published administrative practices of the CRA. This summary does not address the possibility of any challenge to the structure by the CRA under the specific and/or general anti-avoidance rules.

This summary is of a general nature only and is not intended to be legal, tax or business advice to the prospective Subscribers. Consequently, Subscribers should seek independent professional advice regarding the tax consequences of investing in the Bonds, based upon their own circumstances.

ITEM 7. COMPENSATION PAID TO SELLERS AND FINDERS

Where allowed by applicable securities legislation, the Corporation intends to offer the Series A Bonds, Series B Bonds and Series F Bonds through any one, or a combination of, the following parties: investment dealers, exempt market dealers and/or their dealing representatives on the exempt market, parties related to the Corporation or consultants of such parties. The Corporation will offer as remuneration to the Selling Agents: (1) 2% on the gross proceeds of the Series A Bonds (2) 6% on the gross proceeds of the Series B Bonds (3) 0% on the gross proceeds of the Series F Bonds.

ITEM 8. RISK FACTORS

Subscribers are cautioned that an investment in Bonds may involve risks and there is no assurance of a return or benefit on a Bondholder’s investment. This Offering should be considered only by sophisticated Subscribers able to assume the risk of total loss and to make long term investments. Investment in the Corporation is not a complete investment program, and Subscribers should fully understand and be capable of assuming the risks of investing in the Corporation. Subscribers should consider a number of risk factors before investing in the Bonds, including the following:

Control by Knightswood Risk

Voting control of the Corporation by Knightswood is to ensure that the Bonds issued pursuant to this Offering are a qualified Deferred Plan investment. Knightswood's control and interest in the Corporation is to earn fees and it is not in any way committed to the activities of the Corporation other than voting its shares at shareholder meetings of the Corporation. Neither Knightswood nor its parent corporation, CBW, owes any fiduciary duty of care or any other duty to Subscribers in connection with the Bonds issued under this Offering. Neither Knightswood nor CBW shall be liable to Subscribers for any liabilities, losses or damages suffered or incurred by Subscribers in connection with this investment, including any default by the Corporation in the payment of interest and/or repayment of the principal of the Bonds issued pursuant to this Offering.

AgroTech target businesses will be subject to all of the business risks and uncertainties associated with any new business enterprise, including the risks that they successfully produce products, or establish a market for their products. There can be no assurance that consumer demand for their product will be as anticipated, or that they will become profitable.

AgroTech target businesses will need a significant amount of capital to carry out their proposed business plan, and unless they are able to raise sufficient funds, they may be forced to discontinue their operations. Their ability to secure any required financing to commence and sustain their operations will depend in part upon prevailing capital market conditions, as well as their business success. There can be no assurance that they will be successful in their efforts to secure any additional financing or additional financing on terms satisfactory to their management.

AgroTech target businesses are subject to a variety of laws, regulations and guidelines. Changes to such laws, regulations and guidelines may cause negatively impact their operations. Their operations will be subject to regulations relating to the manufacture, management, transportation, storage and disposal but also including laws and regulations relating to health and safety, the conduct of operations and the protection of the environment. Although they will comply with all applicable laws and regulations, there is no guarantee that those laws and regulations will not change. Whether any such change occurs, and the nature thereof are outside of our control.

Availability of starting materials supply and skilled labour. The ability to commence and continue operations will be dependent on the ability to acquire starting materials. Although there are many sources to acquire starting materials from internationally, there is no guarantee that AgroTech target businesses will be able to acquire starting materials from such sources. Further, AgroTech's target businesses ability to maintain operations will be dependent on access to skilled labour. There is no guarantee that they will be successful in maintaining their supply of skilled labour, and a failure to do so would limit their ability to produce the predicted amounts of product. This would have an adverse effect on their operations and financial results. They will likely face intense competition from other companies. Increased competition by larger and better financed competitors could materially and adversely affect their business and financial condition. In some cases, because of the early stage of the industry in which they operate, they may expect to face additional competition from new entrants. A few of which may have greater financial, technical, marketing and other resources, may be able to devote greater resources to the development, production, marketing, and sale of their products and services, and may have more extensive customer bases and broader customer relationships.

AgroTech target businesses will be exposed to product liability claims, which could negatively impact the results of our operations and their financial condition. Despite lab testing with every crop, as a manufacturer and distributor of products designed to be ingested by humans, AgroTech target businesses will face an inherent risk of exposure to product liability claims, regulatory action and litigation if products are alleged to have caused significant loss or injury. In addition, the manufacture and sale of their products may involve the risk of injury to consumers due to tampering by unauthorized third parties or product contamination. Previously unknown adverse reactions resulting from human consumption of their products alone or in combination with other medications or substances could occur. AgroTech target businesses may be subject to various product liability claims, including, among others, that their products caused injury or illness, include inadequate instructions for use or include inadequate warnings concerning possible side effects or interactions with other substances. A product liability claim or regulatory action against us could result in increased costs, could adversely affect their reputation with

their clients and consumers generally, and could have a material adverse effect on their results of operations and financial condition. There can be no assurances that AgroTech target businesses will be able to obtain or maintain product liability insurance on acceptable terms or with adequate coverage against potential liabilities. Such insurance is expensive and may not be available in the future on acceptable terms, or at all. The inability to obtain sufficient insurance coverage on reasonable terms or to otherwise protect against potential product liability claims could prevent or inhibit the commercialization of their potential products.

AgroTech target businesses may be subject to product recalls. Manufacturers and distributors of products are sometimes subject to the recall or return of their products for a variety of reasons, including product defects, such as contamination, unintended harmful side effects or interactions with other substances, packaging safety and inadequate or inaccurate labeling disclosure. If any of their products are recalled due to an alleged product defect or for any other reason, AgroTech target businesses could be required to incur the unexpected expense of the recall and any legal proceedings that might arise in connection with the recall. They may lose a significant amount of sales and may not be able to replace those sales at an acceptable margin or at all. In addition, a product recall may require significant management attention. Although they will have detailed procedures in place for testing their products, there can be no assurance that any quality, potency or contamination problems will be detected in time to avoid unforeseen product recalls, regulatory action or lawsuits. Additionally, if one of their brands were subject to recall, their image and the image of that brand could be harmed. A recall for any of the foregoing reasons could lead to decreased demand for their products and could have a material adverse effect on the results of their operations and their financial condition. Additionally, product recalls may lead to increased scrutiny of their operations by Health Canada or other regulatory agencies, requiring further management attention and potential legal fees and other expenses. No assurance can be given that we will be able to manage their advertising and promotional costs on a cost-effective basis. Their future growth and profitability will partly depend on the effectiveness and efficiency of advertising and promotional costs, including their ability to (i) create brand recognition for their product; (ii) determine appropriate advertising strategies, messages and media; and (iii) maintain acceptable operating margins on such costs. There can be no assurance that advertising and promotional costs will result in revenues for their business in the future or will generate awareness of their product or testing services. Their success depends in part on their ability to attract and retain additional key skilled professionals, which they may or may not be able to do. Their failure to do so could prevent us from achieving their goals or becoming profitable. Another element to their success will depend on their directors and officers to develop their business and manage their operations, and on their ability to attract and retain key quality assurance, scientific, sales, public relations and marketing staff or consultants once operations begin. The loss of any key person or the inability to find and retain new key persons could have a material adverse effect on their business. Competition for qualified technical, sales and marketing staff, as well as officers and directors can be intense, and no assurance can be provided that they will be able to attract or retain key personnel in the future, which may adversely impact their operations.

AgroTech target businesses are subject to risks inherent in the agricultural business. Since their business will revolve mainly around the growth of an agricultural product, the risks inherent with agricultural businesses will apply. Such risks may include plant disease and insect pests, among others. There is no guarantee that changes in outside weather and climate will not adversely affect production. Further, any rise in energy costs may have a material adverse effect on their ability to produce in a cost-effective manner.

AgroTech target businesses may be subject to growth-related risks including capacity constraints and pressure on internal systems and controls. Their ability to manage growth effectively will require us to continue to implement and improve their operational and financial systems and to expand, train and manage their employee base. Their inability to deal with this growth may have a material adverse effect on their business, financial condition, results of operations and prospects.

Conflicts of interest may exist for directors and officers. Certain of their directors and officers are also directors and officers of other companies, and conflicts of interest may arise between their duties as their officers and directors and as officers and directors of such other companies.

AgroTech target businesses are subject to environmental and employee health and safety regulations for which they must incur compliance costs. Failure to comply with the regulations could result in adverse sanctions. Their

operations will be subject to environmental and safety laws and regulations concerning, among other things, emissions and discharges to water, air and land, the handling and disposal of hazardous and nonhazardous materials and wastes, and employee health and safety. AgroTech target businesses will incur ongoing costs and obligations related to compliance with environmental and employee health and safety matters. Failure to comply with environmental and safety laws and regulations may result in additional costs for corrective measures, penalties or in restrictions on their manufacturing operations. In addition, changes in environmental, employee health and safety or other laws, more vigorous enforcement thereof or other unanticipated events could require extensive changes to their operations or give rise to material liabilities, which could have a material adverse effect on their business, results of operations and financial condition.

There are risks relating to the acquisition of land globally. A key component of their business model relates to the anticipated acquisition of land worldwide. AgroTech target businesses may be unable to complete that acquisition for a variety of reasons, including an inability to obtain Loan or the inability or unwillingness of original shareholders to complete the sale. If the sale is completed, there are risks related to the acquisition of shares such as hidden liabilities (whether contractual, environmental, regulatory or otherwise) that may compromise the value. While the Corporation is of the view that it has taken the appropriate measures to reduce the likelihood of such risks materializing and the severity of their impact if they do materialize, there is no assurance in either regard.

Ability to expand business through new service line and product offerings and regional expansion. AgroTech target businesses could expand regionally and in select other international markets by new distribution agreements, acquiring companies or operations with established brands and grow them with improved distribution capabilities and proficient management. AgroTech target businesses' success in launching and expanding their new product lines depends on market reception, therefore, actual performance may differ from projections. AgroTech target businesses' growth will also depend on their ability to penetrate new markets and launch new products. AgroTech target businesses' failure to manage local and regional expansion may have an adverse effect on their growth and profitability.

Dependency on suppliers AgroTech target businesses maintain a solid relationship with their key suppliers, allowing them to lock up competitive prices and mutually agreed terms in their businesses. AgroTech target businesses' operations may be interrupted or otherwise adversely affected by delays in the supply of raw material or products from third party suppliers, or any change in the terms on which they are available. Similarly, a change in a supplier could interrupt supply continuity or result in additional cost, adversely affecting AgroTech target businesses' operations and financial condition.

Performance

There can be no assurance that the performance of the Corporation will be comparable to that achieved previously. Moreover, past performance is not indicative of future results.

Availability of Suitable Investments

There is no assurance that sufficient suitable eligible investments with a connection to industries focused on by AgroTech will be found to fulfill the investment objective of AgroTech.

Nature of AgroTech's target businesses

The business of AgroTech is, alter alia, to invest in small and medium-sized eligible businesses and reserves. Some of these businesses may fail. These investments may require a number of years in order to mature and generate the returns expected by AgroTech and investors. A significant portion of AgroTech 's Venture Portfolio will be comprised of investments in private companies. These investments are more speculative and are likely to mature and generate returns at different times, which could create an irregular pattern in the net asset value of AgroTech. In addition, losses on unsuccessful private company investments are often realized earlier than gains on successful private company investments are realized. An investment in AgroTech is appropriate only for investors who are prepared to hold their investment in AgroTech to maturity. Eligible investments will be of a relatively small size and

in companies in an early stage of development in comparison with the investments made by most publicly offered mutual funds. AgroTech will thus require a greater commitment to both initial analysis and to monitoring and support of on-going developmental activities, relative to the amount of capital invested, than is required by most mutual funds. Consequently, the operating expenses of AgroTech will be higher than those of many mutual funds and other pooled investment vehicles.

Dependence on Managers of Portfolio Companies

Many of the companies in which AgroTech invests are heavily dependent upon key managers of the business. There can be no assurance that the management teams of these companies will remain intact during the period that AgroTech has invested in the target business. The departure of a member of any of the management teams may, in certain circumstances, have a material adverse effect on the value of the investment.

Risk of Changes in the Tax Legislation or in Rulings

There can be no assurance that changes in the Tax Act, future judicial rulings or the implementation of new taxes will not have a negative impact on the Corporation or will not fundamentally alter the income tax consequences to Bondholders of purchasing, holding or disposing of the Bonds. The Corporation strongly encourages the Subscribers to consult their tax adviser about the tax consequences of the acquisition, ownership and disposition of the Bonds purchased pursuant to this Offering.

Eligibility of Bonds for Tax Deferred Plans Risk

No advance income tax ruling has been applied for or received with respect to the eligibility of the Bonds for tax deferred plans. If Knightswood ceases to control the Corporation, ceases to be listed on a stock exchange designated by the Minister of Finance or is deemed not to control the Corporation for purposes of the Tax Act, there may be adverse tax consequences to a Bondholder as the Bonds will cease to constitute a “qualified investment” for tax deferred plans unless the Corporation can make suitable arrangements to maintain eligibility for the Bonds. If the Bonds cease to be eligible Deferred Plan Investments, an annuitant which acquires or holds Bonds may be required to include in his or her income the fair market value of the Bonds acquired with funds in a tax deferred plan. The annuitant may also incur penalties and may have the registration of the tax deferred plan revoked. There is also a risk that CRA reassess Bondholders in respect of their investment in the Bonds.

No Insurance Against Loss

The Bonds are not insured against loss through the Canadian Deposit Insurance Corporation or any other insurance company or program.

No Fiduciary

The Bonds are not being issued pursuant to a trust indenture and the Bondholders will not have the benefit of a trustee to coordinate enforcement and realisation in the event of a default in payment under the Bonds by the Corporation.

Risk of Challenge

The structuring of this Offering in general and the fact that Knightswood controls the Corporation justify the eligibility of the Bonds as Tax Deferred Investments. However, this interpretation of “qualified investment” for purposes of the Tax Act may be challenged under the anti-avoidance provisions. No advance income tax ruling or other comfort has been obtained from any professional firm as to whether or not the general anti-avoidance provisions would apply to this case.

Auditor and Registrars

The auditor of the Corporation is Michael Ravenda CPA Inc., CPA auditor, as of the date of this Offering Memorandum.

ITEM 9. REPORTING OBLIGATIONS

The Corporation is not required to send you any documents on an annual or ongoing basis.

ITEM 10. RESALE RESTRICTIONS

10.1 General Statement

For trades in Alberta, British Columbia, Saskatchewan, Manitoba, Ontario, Nova Scotia, New Brunswick, Prince Edward Island, Newfoundland and Labrador, Quebec, Yukon, Nunavut and Northwest Territories:

The Bonds will be subject to a number of resale restrictions, including a restriction on trading. Until the restriction on trading expires, you will not be able to trade the Bonds unless you comply with an exemption from the prospectus and registration requirements under securities legislation.

10.2 Restricted Period

For trades in Alberta, British Columbia, Saskatchewan, Manitoba, Ontario, Nova Scotia, New Brunswick, Prince Edward Island, Newfoundland and Labrador, Quebec, Yukon, Nunavut and Northwest Territories:

Unless permitted under securities legislation, you cannot trade the Bonds without an exemption before the date that is 4 months and a day after the date the Corporation becomes a reporting issuer in any province or territory of Canada.

The Corporation does not intend to become a reporting issuer in any province or territory of Canada.

10.3 Manitoba Resale Restriction

For Manitoba residents, you must not trade the securities without the prior written consent of the regulator in Manitoba unless:

- the Corporation has filed a prospectus with the regulator in Manitoba with respect to the securities you have purchased and the regulator in Manitoba has issued a receipt for that prospectus; or
- you have held the securities for at least 12 months.

The regulator in Manitoba will consent to your trade if the regulator is of the opinion that to do so is not prejudicial to the public interest.

ITEM 11. SUBSCRIBER'S RIGHTS

If you purchase the Series A Bonds, Series B Bonds, Series C Bonds or Series D Bonds, you will have certain rights, some of which are described below. For more information about your rights you should consult a lawyer.

11.1 Subscribers residing in provinces and territories other than Ontario – two (2) days Cancellation Right

If you purchase Bonds in a province other than Ontario pursuant to the exemption from prospectus requirements provided for in section 2.9 of Regulation 45-106, you can request cancellation of your Subscription Agreement. To do so, you must send a notice to the Corporation by midnight on the second (2nd) business day after you sign the agreement to buy the Bonds.

11.2 Statutory and Contractual Rights of Action in the Event of a Misrepresentation

Securities legislation in certain of the provinces and territories of Canada provides Subscribers with a statutory right of action for damages or rescission in cases where an offering memorandum or any amendment thereto contains a misrepresentation. These rights, or notice with respect thereto, must be exercised or delivered, as the case may be, by Subscribers within the time limits prescribed and are subject to the defences and limitations contained under the applicable securities legislation. Subscribers of Series A Bonds resident in provinces or territories of Canada that do not provide for such statutory rights will be granted a contractual right similar to the statutory right of action and rescission described below for Subscribers resident in Ontario.

The following summaries are subject to the express provisions of the securities legislation applicable in each of the provinces and territories of Canada and the associated regulations, rules and policy statements thereunder. Reference should therefore be made thereto for the complete text of such provisions. The rights of action described below are in addition to and without derogation from any other right or remedy that Subscribers may have under applicable laws.

Subscribers in Alberta

If you are a resident of Alberta, and if there is a misrepresentation in this Offering Memorandum, you have a statutory right to sue:

- (a) the Corporation to cancel your Subscription Agreement; or
- (b) for damages against the Corporation, every person who was a director of the Corporation at the date of this Memorandum and every other Person who signed this Memorandum.

This statutory right to sue is available to you whether or not you relied on the misrepresentation in the Memorandum. However, there are various defences available to the persons or companies that you have a right to sue. In particular, they have a defence if you knew of the misrepresentation when you purchased the Bonds. Additionally, if you elect to exercise a right of rescission against the Corporation, you will have no right of action against the persons described in (b) above.

If you intend to rely on the rights described in (a) or (b) above, you must do so within strict time limitations. You must commence your action to cancel the agreement within 180 days after the date you purchased the Series A Bonds. You must commence your action for damages by way of a notice to the Corporation within the earlier of 180 days after you first had knowledge of the facts giving rise to the cause of action and three (3) years after the day you purchased the Bonds.

Subscribers in British Columbia

If you are a resident of British Columbia, and if there is a misrepresentation in this Offering Memorandum, you have a statutory right to sue:

- (a) the Corporation to cancel your Subscription Agreement; or
- (b) for damages against the Corporation, every person who was a director of the Corporation at the date of this Memorandum and every other Person who signed this Memorandum.

This statutory right to sue is available to you whether or not you relied on the misrepresentation. However, there are various defences available to the persons or companies that you have a right to sue. In particular, they have a defence if you knew of the misrepresentation at the time you purchased the Bonds. Additionally, if you elect to exercise a right of rescission against the Corporation, you will have no right of action against the persons described in (b) above.

If you intend to rely on the rights described in (a) or (b) above, you must do so within strict time limitations. You must commence your action to cancel the agreement within 180 days after the date you purchased the Bonds.

You must commence your action for damages within the earlier of 180 days after you first had knowledge of the facts giving rise to the cause of action and three (3) years after the day you purchased the Bonds.

Subscribers in Saskatchewan

If you are a resident of Saskatchewan, and if there is a misrepresentation in this Offering Memorandum or any amendments thereto, you have a statutory right to sue:

- (a) the Corporation to cancel your Subscription Agreement; or
- (b) for damages against the Corporation, every promoter of the Corporation, every person who was a director of the Corporation at the date of this Memorandum, every person whose consent has been filed respecting the Offering but only with respect to reports, opinions and statements made by that person, and every other person who signed this Memorandum.

These statutory rights to sue are available to you whether or not you relied on the misrepresentation. However, there are various defences available to the persons or companies that you have a right to sue. In particular, they have a defence if you knew of the misrepresentation at the time you purchased the Bonds. Additionally, if you elect to exercise a right of rescission against the Corporation, you will have no right of action against the persons described in (b) above.

If you intend to rely on the rights described in (a) or (b) above, you must do so within strict time limitations. You must commence your action to rescind the agreement within 180 days after the date you signed the Subscription Agreement. You must commence your action for damages within the earlier of one (1) year from the date you first had knowledge of the facts giving rise to the cause of action and six (6) years after the day you purchased the Bonds.

Subscribers in Manitoba

If you are a resident of Manitoba, and if there is a misrepresentation in this Offering Memorandum, you have a statutory right to sue:

- (a) the Corporation to cancel your Subscription Agreement; or
- (b) for damages against the Corporation, every person who was a director of the Corporation at the date of this Memorandum and every other person who signed this Memorandum.

This statutory right to sue is available to you whether or not you relied on the misrepresentation. However, there are various defences available to the persons or companies that you have a right to sue. In particular, they have a defence if you knew of the misrepresentation at the time you purchased Bonds. Additionally, if you elect to exercise a right of rescission against the Corporation, you will have no right of action against the persons described in (b) above.

If you intend to rely on the rights described in (a) or (b) above, you must do so within strict time limitations. You must commence your action to cancel the agreement within 180 days after the date you signed the Subscription Agreement. You must commence your action for damages within the earlier of 180 days from the date you first had knowledge of the facts giving rise to the cause of action and two (2) years after the day of purchase of the Bonds.

Subscribers in Ontario

If you are a resident of Ontario, and if there is a misrepresentation in this Offering Memorandum, as Subscriber who has purchased Series A Bonds pursuant to the Offering Memorandum, without regard to whether you relied on the misrepresentation, have the following rights:

- (a) the Subscriber has a right of action for damages against the Corporation and a security holder on whose behalf the Offering is made; or

- (b) where the Subscriber purchased the securities from a person or the Corporation referred to in the previous paragraph, the Subscriber may elect to exercise his right of rescission against the person or the Corporation, in which case the Subscriber shall have no right of action for damages against such person or the Corporation.

The Corporation will not be held liable under this paragraph if the Subscriber purchased the Series A Bonds with the knowledge of the misrepresentation. In an action for damages, the Corporation will not be liable for all or any portion of such damages that it proves do not represent the depreciation in value of the securities as a result of the misrepresentation relied upon and in no case will the amount recoverable under this paragraph exceed the price at which the securities were sold to the Subscriber.

If you intend to rely on the rights described in (a) or (b) above, you must do so within strict time limitations. You must commence your action to cancel the agreement within 180 days after the date you signed the Subscription Agreement. You must commence your action for damages within the earlier of 180 days after you first had knowledge of the facts giving rise to the cause of action and three (3) years after the day the Bonds were purchased.

Securities legislation in Ontario does not extend the statutory rights of action for damages or rescission to a Subscriber who is purchasing Bonds in reliance on the “accredited investor” exemption as provided in section 2.3 of National Instrument 45-106. This Subscriber will be entitled to a contractual right of action for damages or rescission that is equivalent to the statutory right of action for damages or rescission available to Subscribers resident in Ontario as described above (including insofar as such rights may be subject to the defences and limitations provided for under the *Ontario Securities Act*).

Subscribers in Québec

If you are a resident of Québec, and if there is a misrepresentation in this Offering Memorandum, you have a statutory right to:

- (a) apply to have the Subscription Agreement rescinded or the price revised, without prejudice to your claim for damages in the case of rescission or revision of the price; or
- (b) sue for damages against the Corporation or the Bondholder, as the case may be, whose Bonds were distributed, against the officers or directors of the Corporation or against the dealer under contract to the Corporation whose Bonds were distributed; or
- (c) sue for damages against the expert whose opinion containing the misrepresentation appeared, with his consent, in the Offering Memorandum and any person who is required to sign an attestation in this Offering Memorandum.

The Corporation will not be liable under this paragraph if the Subscriber purchased the Bonds with the knowledge of the misrepresentation.

If you intend to rely on the rights described in (a) or (b) above, you must do so within strict time limitations. You must commence your action to cancel the agreement within three (3) years of the date you signed the Subscription Agreement. You must commence your action for damages within the earlier of three (3) years after you first had knowledge of the facts giving rise to the cause of action and five (5) years after the signature of the Subscription Agreement.

Subscribers in Nova Scotia

If you are a resident of Nova Scotia, and if there is a misrepresentation in the Offering Memorandum or any amendment thereto, you have a statutory right to sue:

- (a) the Corporation to cancel your Subscription Agreement; or
- (b) for damages against the Corporation, every person who was a director of the Corporation at the date of the Memorandum and every other person who signed said Memorandum.

This statutory right to sue is available to you whether or not you relied on the misrepresentation. However, there are various defences available to the persons or companies that you have a right to sue. In particular, they have a defence if you knew of the misrepresentation when you purchased the Bonds. Additionally, if you elect to exercise a right of rescission against the Corporation, you will have no right of action against the persons described in (b) above.

If you intend to rely on the rights described in (a) or (b) above, you must do so within strict time limitations. You must commence your action to cancel the agreement within 180 days after the date signed the Subscription Agreement. You must commence your action for damages within the earlier of 180 days after you first had knowledge of the facts giving rise to the cause of action and three (3) years after the signature of the Subscription Agreement.

Subscriber in New Brunswick

If you are a resident of New Brunswick, and if there is a misrepresentation in the Offering, you have a statutory right to sue:

- (a) the Corporation to cancel your Subscription Agreement; or
- (b) for damages against the Corporation or the Sellers.

The Corporation will not be liable under this paragraph if the Subscriber purchased the Bonds with the knowledge of the misrepresentation. In an action for damages, the amount recoverable will not exceed the price paid for the securities and will not include the portion of damages the Corporation proves do not represent the depreciation in value of the securities as a result of the misrepresentation. Additionally, if you elect to exercise a right of rescission against the Corporation, you will have no right of action against the persons described in (b) above.

If you intend to rely on the rights described in (a) or (b) above, you must do so within strict time limitations. You must commence your action to cancel the agreement within 180 days after the date you signed the Subscription Agreement. You must commence your action for damages within the earlier of one (1) year after you first had knowledge of the facts giving rise to the cause of action and six (6) years after the signature of the Subscription Agreement.

Subscribers in Newfoundland and Labrador, the Northwest Territories, Nunavut or Prince Edward Island

If you are a resident of Newfoundland and Labrador, the Northwest Territories, Nunavut or Prince Edward Island, and if there is a misrepresentation in the Offering Memorandum, you have a statutory right to sue

- (a) the Corporation to rescind your Subscription Agreement; or
- (b) for damages against the Corporation, the selling security holder on whose behalf the distribution is made, every person who is a director of the Corporation at the date of the Memorandum and every person who signed said Memorandum.

These statutory rights to sue are available to you whether or not you relied on the misrepresentation. However, there are various defences available to the persons or companies that you have a right to sue. In particular, they have a defence if you knew of the misrepresentation when you purchased the Bonds. Additionally, if you elect to exercise a right of rescission against the Corporation, you will have no right of action against the persons described in (b) above.

If you intend to rely on the rights described in (a) or (b) above, you must do so within strict time limitations. You must commence your action to cancel the agreement within 180 days after the date you signed the purchase agreement. You must commence your action for damages within the earlier of 180 days after you first had knowledge of the facts giving rise to the cause of action and three (3) years after the signature of the Subscription Agreement.

General

The foregoing summaries are subject to the express provisions of the applicable securities legislation and the regulations, rules and policy statements thereunder and reference is made thereto for the complete text of such provisions. The rights of action described herein are in addition to and without derogation from any other right or remedy that the Subscriber may have under applicable laws.

ITEM 12. FINANCIAL STATEMENTS

The audited opening balance sheet dated April 16, 2018, follows this page.

AGRO TECH VENTURES 1 INC.
OPENING STATEMENT OF FINANCIAL POSITION
APRIL 16, 2018

AGRO TECH VENTURES 1 INC.

TABLE OF CONTENTS

	Page
Independent auditor's report	2 - 3
Opening statement of financial position	4
Notes to opening statement of financial position	5 - 6

INDEPENDENT AUDITOR'S REPORT

To the Shareholders of
AGRO TECH VENTURES 1 INC.

I have audited the accompanying opening statement of financial position of AGRO TECH VENTURES 1 INC. as at April 16, 2018, and a summary of significant accounting policies and other explanatory information (together "the financial statement").

Management's Responsibility for the Financial Statement

Management is responsible for the preparation and fair presentation of this financial statement in accordance with International Financial Reporting Standards (IFRS), and for such internal control as management determines is necessary to enable the preparation of the financial statement that is free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

My responsibility is to express an opinion on the financial statement based on my audit. I conducted my audit in accordance with Canadian generally accepted auditing standards. Those standards require that I comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the financial statement is free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statement. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statement, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statement in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the financial statement.

I believe that the audit evidence I have obtained is sufficient and appropriate to provide a basis for my audit opinion.

Opinion

In my opinion, the financial statement presents fairly, in all material respects, the financial position of AGRO TECH VENTURES 1 INC. as at April 16, 2018 in accordance with IRFS.

Emphasis of Matter

The accompanying financial statement has been prepared assuming that the Company will commence operations. As discussed in Note 2 to the financial statement, the Company's existence is dependent on its ability to raise adequate financing which raises substantial doubt about its ability to continue as a going concern. Management's plans in regard to this matter are also described in Note 2 to the financial statement.

A handwritten signature in black ink that reads "Michael Ravenda, CPA inc.¹". The signature is written in a cursive style.

Laval, Québec
May 14, 2018

¹ CPA auditor, CA, public accountancy permit No. A136351

AGRO TECH VENTURES 1 INC.

OPENING STATEMENT OF FINANCIAL POSITION

AS AT APRIL 16, 2018

ASSET

CURRENT ASSET

Cash and cash equivalents	\$	70
---------------------------	----	----

SHAREHOLDERS' EQUITY

SHARE CAPITAL (note 3)	\$	70
------------------------	----	----

On behalf of the Board,

_____, Director

_____, Director

AGRO TECH VENTURES 1 INC.

NOTES TO OPENING STATEMENT OF FINANCIAL POSITION

AS AT APRIL 16, 2018

1. Description of business

Agro Tech Ventures 1 Inc. (the "Company") is in a start-up phase. The Company was formed to build a diverse portfolio of companies associated or related to the agricultural, food and beverage sector. The Company will finance companies or make Venture Capital Investments in which the Company shall have an active role.

General information

The Company was incorporated on April 16, 2018 under the Canada Business Corporations Act. Its head office is located at 110-5255 Henri-Bourassa Ouest, Ville Saint-Laurent, Quebec, H4R 2M6.

The opening statement of financial position (the "financial statement") is the complete set of financial statements prepared by the Company as they are reporting as at April 16, 2018. This date corresponds to the date of incorporation, at which point the Company has not began any business operations.

The financial statement was approved by the Directors for issue on May 14, 2018.

2. Significant accounting policies

Basis of preparation and going concern

The financial statements has been prepared in accordance with International Financial Reporting Standards (IFRS) and under the assumption that the Company will continue on a going-concern basis. The ability of the Company to continue as a going concern in the long-term depends upon its ability to raise adequate financing. Management is actively targeting sources of financing through the Offering. These conditions indicate the existence of a material uncertainty that may give rise to significant doubt about the entity's ability to continue as a going concern.

Cash and cash equivalents

Cash and cash equivalents presented in assets on the opening statement of financial position includes components of cash that are readily available or convertible to known amounts of cash and which are subject to an insignificant risk of changes in value. Cash includes bank deposits, cash on hand and short-term deposits with an initial maturity of less than three months. Cash equivalents are short term investments with a term of less than three months from the date of acquisition.

Share capital

Share capital is presented at the fair value of the consideration received upon issuance.

AGRO TECH VENTURES 1 INC.

NOTES TO OPENING STATEMENT OF FINANCIAL POSITION

AS AT APRIL 16, 2018

3. Share capital

Authorized, an unlimited number of shares without par value:

Class A Preferred shares, voting, non-participating.

Class B Common shares, non-voting, participating.

Issued:

2,000 Class A Preferred shares	\$	20
500 Class B Common shares		50
	\$	70

4. Subsequent events

The Company is undertaking an issuance of unsecured fixed rate bonds. Series A at a 10 % unsecured fixed rate, Series B at a 10 % unsecured fixed rate with profit participation and Series F at a 12 % unsecured fixed rate with profit participation, with gross proceeds of up to \$1,000,000 (10,000 bonds) each for Series A Bonds and Series F Bonds and gross proceeds of up to \$3,000,000 (30,000 bonds) for Series B Bonds. The bonds have an aggregate minimum proceeds from sale of securities of \$250,000 (2,500 bonds). The price per bond is \$100 and the minimum subscription per subscriber is \$2,500 (25 bonds).

The Company will sign agreements with selling agents in connection with the issuance of Series A Bonds, Series B Bonds and Series F bonds of the Company. The Company intends to offer to the selling agents a selling commissions and fees of 2 % of the gross proceeds of the Series A Bonds, 6 % of the gross proceeds of the Series B Bonds and 0 % of the gross proceeds of the Series F Bonds.

The Company entered into an agreement on May 1, 2018 with Knightswood Holdings Ltd (Knightswood), the majority shareholder holding 60% of the Class A preferred shares. Knightswood is a publicly traded company listed on the TSX Venture Exchange, trading under the symbol "CBW". As per the agreement, the Company has undertaken to pay to Knightswood an annual fee in an amount equal to: (i) \$3,750 per calendar quarter (\$15,000 per annum) if the aggregate principal amount value of the Bonds issued and outstanding at the end of any calendar quarter is less than \$3,000,000; or (ii) \$5,000 per calendar quarter (\$20,000 per annum) if the aggregate principal amount value of the Bonds issued and outstanding at the end of any calendar quarter is greater than \$2,999,999 and less than \$5,000,000; or (iii) \$6,250 per calendar quarter (\$25,000 per annum) if the aggregate face value of the Bonds issued and outstanding at the end of any calendar quarter is equal to or greater than \$5,000,000; plus applicable taxes.

ITEM 13. **DATE AND CERTIFICATE**

Dated May 1st, 2018

This Offering Memorandum does not contain any misrepresentation.

AGRO TECH VENTURES 1 INC.

By: (s) Dany Bergeron
Dany Bergeron, Director

By: (s) Kerasina Vountas
Kerasina Vountas, Director