Cansortium announces amended terms of private placement of US$25,000,000 of convertible debentures

April 24, 2019

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Miami, Florida, April 24, 2019 – Cansortium Inc. ("Cansortium" or the "Company") (CSE:TIUM.U) announced today that it has amended the terms of its previously announced agreement with Canaccord Genuity Corp. and Paradigm Capital Inc. (together with Canaccord Genuity Corp, the "Agents") pursuant to which the Company will issue on a private placement basis up to US$25,000,000 aggregate principal amount of convertible debenture units (the "Convertible Debenture Units" or the "Offered Securities") at an issue price of US$1,000 per Convertible Debenture Unit.

Zola Global Investors Ltd. ("Zola") is participating as the lead investor in the Convertible Debenture Units with approximately US$12,000,000 of capital invested. Zola also participated in the initial public offering of Cansortium earlier this year.

The amended terms of the proposed financing provide that each Convertible Debenture Unit will consist of (i) a senior secured convertible debenture of the Company having a face value of US$1,000 (the "Principal Amount") and accruing interest at 12.0% per annum (the "Convertible Debentures") and (ii) 292 common share purchase warrants (the "Warrants") of the Company (the "Offering"). Each Warrant will be exercisable to acquire one common share of the Company (a "Warrant Share") at any time prior to March 21, 2021 at an exercise price of US$2.40 per Warrant Share, subject to adjustment in certain events.

The Convertible Debentures will bear interest from the Closing Date (as herein defined) at 12.0% per annum, with 6.0% payable quarterly in cash in arrears and 6.0% accruing and payable on the Maturity Date (as herein defined). The Convertible Debentures will mature on the date that is two years following the Closing Date (the "Maturity Date").

The principal amount and any accrued but unpaid interest in respect of each Convertible Debenture will be convertible at the option of the holder into common shares of the Company (the "Common Shares") at any time prior to the close of business on the earlier of (i) the business day prior to the Maturity Date or (ii) the business day prior to any repurchase of the Convertible Debentures in accordance with their terms, subject to adjustment in certain events. Subject to the approval of the Canadian Securities Exchange ("CSE"), the Convertible Debentures will be convertible into Common Shares at a conversion price of US$2.10 per Common Share (the "Conversion Price"), subject to adjustment in certain events. Accrued and unpaid interest in respect of a Convertible Debenture converted at the election of the Holder shall be converted at the Conversion Price.

The Company shall also grant an option to the Agents (the "Over-Allotment Option") to cover over-allotments and for market stabilization purposes, to arrange for additional purchasers to purchase up to an additional 15% of the Offered Securities (or 15% of the Convertible Debentures or Warrants, or combination thereof) issued pursuant to the base offering, with such Over- Allotment Option exercisable, in whole or in part, for up to 30 days following the Closing Date (as hereinafter defined), on the same terms and conditions of the Offering.

The Agents shall be paid a cash commission equal to 4% of the Principal Amount of the Convertible Debentures issued pursuant to the Offering, payable in cash on the Closing Date and shall be issued such number of compensation options as is equal to 4% of the Principal Amount of the Convertible Debentures issued pursuant to the Offering divided by the initial Conversion Price, with each Compensation Option entitling the holder thereof to acquire one common share of the Company (each a "Compensation Share") at an exercise price of US$2.10 per Compensation Share for a period of two years following the Closing Date, subject to adjustment in certain events.

The obligations under the Convertible Debentures will be collaterally secured by the following: (i) a general security agreement constituting a charge and security interest in all of the personal property of the Company; (ii) an unlimited guarantee of certain US based entities owned by the Company (directly or indirectly) consisting of Cansortium Holdings LLC, Cansortium Michigan, LLC, Cansortium Pennsylvania, LLC and Cansortium Florida, LLC (collectively, the "Guarantors"); and (iii) a pledge of the membership interests of the Guarantors from the Company or such other security as may be negotiated by the Company and the agents.

Upon a change of control of the Company, the Company shall within 30 days either: (i) offer to purchase the Convertible Debentures at a price equal to 101% of the Principal Amount thereof, plus accrued and unpaid interest; or (ii) cause the resulting entity to issue a replacement debenture on substantially the same economic and other terms as the Convertible Debentures.

Closing of the Offering is expected to occur on or about May 2, 2019 (the "Closing Date"). The Offering is in the form of a best efforts private placement (i) in Canada to "accredited investors" within the meaning of National Instrument 45-106 and other exempt purchasers in Canada as agreed upon by the Company, (ii) in the United States pursuant to available exemptions from the registration requirements of the United States Securities Act of 1933, as amended (the "U.S. Securities Act"), and in compliance with applicable state securities laws, and (iii) outside Canada and the United States on a basis which does not require the qualification or registration of any of the securities of the Company.

The net proceeds of the Offering will be used for continued expansion of the Company's U.S. based markets, including Florida, Puerto Rico, Texas, Pennsylvania and Michigan and for general working capital purposes.

The Convertible Debentures, Warrants and any underlying securities shall be subject to a hold period of four months and a day from the Closing Date.

No securities regulatory authority has either approved or disapproved of the contents of this news release. The securities being offered have not been, nor will they be registered under U.S. Securities Act or any state securities laws. Accordingly, these securities may not be offered or sold within the

United States unless registered under the U.S. Securities Act and applicable state securities laws or pursuant to exemptions from the registration requirements of the U.S. Securities Act and applicable state securities laws. This news release does not constitute an offer to sell or a solicitation of an offer to buy any securities of Cansortium in any jurisdiction in which such offer, solicitation or sale would be unlawful.

ABOUT CANSORTIUM

Cansortium is a global medical cannabis company operating in highly populous markets with a mission to deliver the highest standards of cannabis care from nursery to lab to shelf. Headquartered in Miami, FL and operating under the brand Knox Medical, the Company through its subsidiaries operates 4 cultivation facilities and 11 dispensaries across Florida, Texas, Puerto Rico and Pennsylvania, with licensing pending in Michigan and Canada. The Company also has a licensed cultivation facility in Colombia.

Cansortium's common shares and warrants trade on the CSE under the symbol "TIUM.U" and "TIUM.WT.U" respectively.

For information on Cansortium, please visit www.cansortium.com.

ABOUT ZOLA GLOBAL INVESTORS

Zola is an operationally focused family office that deploys capital to help management teams build lasting and sustainable businesses, primarily in the legal cannabis industry globally. Zola invests across the sector, with a focus on intellectual property, including brands, technology, value-added products and defensible positions in the supply chain.

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Forward-Looking Information

Certain information in this news release, may constitute forward-looking information. In some cases, but not necessarily in all cases, forward-looking information can be identified by the use of forward-looking terminology such as "plans", "targets", "expects" or "does not expect", "is expected", "an opportunity exists", "is positioned", "estimates", "intends", "assumes", "anticipates" or "does not anticipate" or "believes", or variations of such words and phrases or state that certain actions, events or results "may", "could", "would", "might", "will" or "will be taken", "occur" or "be achieved". In addition, any statements that refer to expectations, projections or other characterizations of future events or circumstances contain forward-looking information.

Statements containing forward-looking information are not historical facts but instead represent management's expectations, estimates and projections regarding future events.

Forward-looking information is necessarily based on a number of opinions, assumptions and estimates that, while considered reasonable by the Company as of the date of this news release, are subject to known and unknown risks, uncertainties, assumptions and other factors that may cause the actual results, level of activity, performance or achievements to be materially different from those expressed or implied by such forward-looking information, including but not limited to the factors described in the public documents of the Company available at www.sedar.com. These factors are not intended to represent a complete list of the factors that could affect the Company; however, these factors should be considered carefully. There can be no assurance that such estimates and assumptions will prove to be correct. The forward-looking statements contained in this news release are made as of the date of this news release, and the Company expressly disclaims any obligation to update or alter statements containing any forward-looking information, or the factors or assumptions underlying them, whether as a result of new information, future events or otherwise, except as required by law.