DEFINITIVE AGREEMENT

among

GENERIC GOLD CORP.

AND

1222150 B.C. LTD.

AND

OG DNA GENETICS INC.

September 16, 2019

TABLE OF CONTENTS

Page

TABLE OF CONTENTS
(Cont'd.)

Page

TABLE OF CONTENTS
(Cont'd.)

Page

TABLE OF CONTENTS
(Cont'd.)

Page

DEFINITIVE AGREEMENT

This Definitive Agreement (this "**Agreement**") is entered into on September 16, 2019 by and between Generic Gold Corp. ("**Generic**"), a corporation incorporated under the laws of the Province of Ontario, OG DNA Genetics Inc. (the "**Company**"), a corporation incorporated under the laws of the Province of British Columbia, and 1222150 B.C. Ltd., a corporation incorporated under the laws of the Province of British Columbia ("**Subco**").

WHEREAS, at the Effective Time (as hereinafter defined), Generic, among other things, will (i) complete the Generic Share Consolidation (as hereinafter defined), (ii) complete the Share Structure Amendment (as hereinafter defined) whereby Generic will amend the terms of the Generic Common Shares (as hereinafter defined) and will create the Restricted Voting Shares (as hereinafter defined), (iii) complete the Name Change (as hereinafter defined) and (iv) complete the Continuance (as hereinafter defined);

AND WHEREAS the Parties (as hereinafter defined) have agreed, subject to the satisfaction of certain conditions precedent, that Subco will merge with and into the Company, pursuant to which, among other things, Company Common Shares (as hereinafter defined) will be exchanged for Generic Common Shares (as hereinafter defined);

AND WHEREAS the Parties intend that, for U.S. federal income tax purposes, the Business Combination (as hereinafter defined) will qualify as a "reorganization" within the meaning of Section 368(a) of the Code, that each of Generic, Subco and the Company are "parties to a reorganization" within the meaning of Section 368(b) of the Code, that this Agreement shall constitute a "plan of reorganization" within the meaning of Treasury Regulation Section 1.368-2(g) as provided in Section 2.15, and Generic shall be treated as a U.S. domestic corporation for U.S. federal income tax purposes under Section 7874(b) of the Code.

AND WHEREAS the Parties wish to make certain representations, warranties, covenants and agreements in connection with the Business Combination;

NOW THEREFORE, in consideration of the mutual benefits to be derived and the representations and warranties, conditions and promises herein contained and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged) and intending to be legally bound hereby, the Parties agree as follows:

ARTICLE 1
DEFINITIONS

1.1 Definitions

In this Agreement (including the preamble, recitals and each Schedule hereto), the following terms have the meanings ascribed thereto as follows:

"**2018 Private Placements**" means, collectively: (a) the brokered private placement of units of the Company which closed on September 12, 2018; (b) the non-brokered private placement of units of the Company which closed on October 31, 2018; (c) the non-brokered private placement of Company Common Shares which closed on November 23, 2018; and (d)

the brokered private placement of Company Common Shares which closed in two tranches on November 23, 2018 and November 29, 2018, respectively.

"**Advisers**" when used with respect to any Person, shall mean such Person's directors, officers, employees, representatives, agents, counsel, accountants, advisers, engineers, and consultants.

"**Affiliate**" has the meaning specified in the OBCA.

"**Agency Agreement**" means the agency agreement on or about the date hereof among the Company, Generic and the Agents in respect of the Private Placement.

"**Agents**" means the syndicate of agents, to be determined by DNA, to be formed in connection with the Private Placement.

"**Agreement**" means this Agreement and any instrument supplemental or ancillary hereto; and the expressions "Article", "Section", and "Subsection" followed by a number means and refer to the specified Article, Section or Subsection of this Agreement.

"**Amalco**" means the Company following the Amalgamation, which shall be the surviving corporation of the Amalgamation, to be named "OG DNA Genetics Inc.", formed pursuant to the laws of the Province of British Columbia.

"**Amalgamation**" means the amalgamation of Subco with the Company pursuant to the provisions of the BCBCA in the manner contemplated in and pursuant to the terms and conditions of this Agreement.

"**Amalgamation Application**" means the amalgamation application to be filed with the British Columbia Registrar of Companies to effect the Amalgamation.

"**Applicable Securities Laws**" means applicable securities legislation, securities regulation and securities rules, and the policies, notices, instruments and blanket orders having the force of Law, in force from time to time.

"**Associate**" has the meaning ascribed to such term in the OBCA.

"**BCBCA**" means the *Business Corporations Act* (British Columbia).

"**Breaching Party**" has the meaning given to the term in Subsection 9.1(b).

"**Business Day**" means any day, other than a Saturday, Sunday or statutory holiday in Toronto, Ontario or in the State of California.

"**Business Combination**" means the completion of the steps set out in Article 2 of this Agreement, including the Amalgamation, on the basis set out in this Agreement resulting in the reverse takeover of Generic by the Company.

"**Canadian Securities Laws**" means all applicable securities Laws in Canada and the respective rules and regulations made thereunder, together with applicable published policy statements, instruments, orders and rulings of the securities regulatory authorities in such applicable jurisdictions having the force of law.

"**Code**" means the United States Internal Revenue Code of 1986, as amended.

"**Company**" means OG DNA Genetics Inc., a corporation existing under the Laws of the Province of British Columbia.

"**Company Broker Warrants**" means the non-transferable common share purchase warrants of the Company issued to certain brokers and advisors of the Company in connection with the 2018 Private Placements, with each Company Broker Warrant exercisable to purchase one Company Common Share at price of US$1.00 for a period of two years from the date of issuance.

"**Company Closing Documents**" means the documents required to be delivered to Generic by the Company pursuant to Section 8.2 hereof.

"**Company Common Shares**" means the common shares in the capital of the Company, no par value.

"**Company Listing Statement Disclosure**" has the meaning given to the term in Subsection 2.4(d).

"**Company Meeting**" means the meeting of the Company Shareholders for the approval of the Company Meeting Matters.

"**Company Meeting Matters**" means the approval by the Company Shareholders of the Amalgamation and this Agreement, and such other matters necessary to consummate the Business Combination.

"**Company Options**" means the incentive stock options of the Company to purchase Company Common Shares issued pursuant to: (a) the stock option plan of the Company adopted by the board of directors of the Company on October 26, 2018; and (b) the omnibus incentive plan of the Company adopted by the board of directors of the Company on August 21, 2019.

"**Company RSUs**" means the restricted share units of the Company granted, as stand-alone grants, on August 21, 2019.

"**Company Shareholders**" means holders of Company Common Shares.

"**Company Subsidiaries**" means, collectively, DNA Holdings USA, Inc., DNA CA, Inc., Agricultural Design & Development, Inc., Seed Capital Corp., DNA Holdings BV and DNA Gifts BV.

"**Company Warrants**" means the transferable common share purchase warrants of the Company issued on October 26, 2018, with each Company Warrant exercisable to purchase one

Company Common Share at a price of $1.70 until the earlier of: (a) February 21, 2023; and (b) two years from the completion of (i) a business combination between the Company and a public company pursuant to a reverse take-over, merger, amalgamation, arrangement, take-over bid, insider bid, reorganization, joint venture, sale or exchange of assets or other similar transaction; or (ii) an initial public offering of the Company.

"**Confidential Information**" means any information concerning the Disclosing Party or its business, properties and assets made available to the Receiving Party; provided that it does not include information which: (a) is generally available to or known by the public other than as a result of improper disclosure by the Receiving Party or pursuant to a breach of Section 10.7 by the Receiving Party; or (b) is obtained by the Receiving Party from a source other than the Disclosing Party, provided that, to the reasonable knowledge of the Receiving Party, such source was not bound by a duty of confidentiality to the Disclosing Party or another Party with respect to such information.

"**Continuance**" means the continuance of Generic from the OBCA to the BCBCA, in accordance with the Generic Meeting Materials.

"**Contract**" means, with respect to a Person, any contract, instrument, permit, concession, license, loan or credit agreement, note, bond, mortgage, indenture, lease or other agreement, partnership or joint venture agreement or other legally binding agreement, arrangement or understanding, whether written or oral, to which the Person is a Party or by which, to the knowledge of such Person, the Person or its property and assets is bound or affected.

"**CSE**" means the Canadian Securities Exchange.

"**Disclosing Party**" means any Party or its Advisers disclosing Confidential Information to the Receiving Party.

"**Dissent Procedures**" has the meaning given to the term in Subsection 2.12(a).

"**Dissent Rights**" has the meaning given to the term in Subsection 2.12(a).

"**Dissenting Shares**" has the meaning given to the term in Subsection 2.12(a).

"**Effective Date**" means the effective date of the Amalgamation, which shall be the date set forth in the Certificate of Amalgamation.

"**Effective Time**" means the time set out in the Certificate of Amalgamation for the Amalgamation (Vancouver time) on the Effective Date.

"**Employee**" means an officer or employee of the Company or a Person providing services in the nature of an employee to the Company.

"**Employee Plans**" means all plans, arrangements, agreements, programs, policies or practices, whether oral or written, formal or informal, funded or unfunded, maintained for employees, including, without limitation: (i) any employee benefit plan or material fringe benefit

plan; (ii) any retirement savings plan, pension plan or compensation plan, including, without limitation, any defined benefit pension plan, defined contribution pension plan, group registered retirement savings plan or supplemental pension or retirement income plan; (iii) any bonus, profit sharing, deferred compensation, incentive compensation, stock compensation, stock purchase, hospitalization, health, drug, dental, legal disability, insurance (including without limitation unemployment insurance), vacation pay, severance pay or other benefit plan, arrangement or practice with respect to employees or former employees, individuals working on contract, or other individuals providing services of a kind normally provided by employees; and (iv) where applicable, all statutory plans, including, without limitation, the Canada or Québec Pension Plans.

"**Environmental Laws**" means Laws regulating or pertaining to the generation, discharge, emission or release into the environment (including without limitation ambient air, surface water, groundwater or land), spill, receiving, handling, use, storage, containment, treatment, transportation, shipment, disposition or remediation or clean-up of any Hazardous Substance, as such Laws are amended and in effect as of the date hereof.

"**Escrow Agreement**" means the escrow agreement to be entered into among a licensed third party trustee, as escrow agent, the Resulting Issuer and certain shareholders of the Resulting Issuer, including the Company Shareholders who have exchanged their Company Common Shares for Resulting Issuer Common Shares in connection with the Business Combination, who are required to have their Resulting Issuer Common Shares placed into escrow in compliance with the requirements of the CSE or Applicable Securities Laws.

"**Escrowed Proceeds**" means the proceeds from the Private Placement (less certain commissions and expenses of the Agents in connection therewith) held in escrow with an escrow agent until the satisfaction of the escrow release conditions in respect thereof, as set forth in the Subscription Receipt Agreement.

"**Finder's Fee**" means the finder's fee in the amount of $300,000 payable to Generic Capital Corporation in connection with the Business Combination.

"**Generic**" means Generic Gold Corp., a corporation existing under the Laws of the Province of Ontario.

"**Generic Asset Transfer**" means the transfer by Generic of all of the issued and outstanding shares of 1989670 Ontario Limited pursuant to the option and right of first refusal agreement dated March 14, 2019, between Generic and Nevada Zinc Corporation.

"**Generic Closing Documents**" means the documents required to be delivered to the Company by Generic pursuant to Section 8.3 hereof.

"**Generic Common Shares**" means the common shares in the capital of Generic, no par value.

"**Generic Director Matters**" means (i) the special resolution of the Generic Shareholders passed at the Generic Meeting determining the number of directors of Generic and the number of directors elected at the Generic Meeting to be three and empowering the directors of Generic, by

resolution of the directors, to determine the number of directors within the minimum and maximum number set out in the articles of incorporation of Generic, and (ii) the election of the directors of Generic, as set forth in the Generic Meeting Materials.

"**Generic Finder Warrants**" means the finder warrants of Generic issued and outstanding from time to time, exercisable to acquire Generic Common Shares and Generic Warrants.

"**Generic Meeting**" means the annual and special meeting of the shareholders of Generic, held on June 21, 2019 for the approval of the Generic Meeting Matters.

"**Generic Meeting Materials**" means the notice of annual and special meeting and information circular of Generic dated May 24, 2019 filed on SEDAR and distributed to Generic Shareholders in connection with the Generic Meeting.

"**Generic Meeting Matters**" means, inter alia, the following items approved at the Generic Meeting with respect to Generic, all in accordance with the Generic Meeting Materials:

(a) the receipt and consideration of the audited financial statements of Generic for the period ended December 31, 2018 and the report of the auditors thereon;

(b) the appointment of UHY McGovern Hurley LLP as the auditors of Generic and the authorization of the directors to fix the remuneration of such auditors;

(c) the Generic Director Matters;

(d) the Resulting Issuer Director Matters;

(e) the Name Change;

(f) the Generic Share Consolidation;

(g) the Share Structure Amendment;

(h) the Continuance;

(i) the appointment of MNP LLP as the auditors of the Resulting Issuer to hold office following the Effective Time and to authorize the directors of the Resulting Issuer to fix the remuneration of such auditors;

(j) the adoption of the Resulting Issuer Equity Incentive Plan, effective following the Effective Time; and

(k) the Generic Asset Transfer.

"**Generic Options**" means the incentive stock options of Generic to purchase Generic Common Shares issued and outstanding from time to time.

"**Generic Reorganization**" means the completion of the Continuance, the Generic Share Consolidation, the Name Change and the Share Structure Amendment, prior to the Effective Time.

"**Generic Shareholders**" means the holders of Generic Common Shares.

"**Generic Securities Documents**" has the meaning given to the term in Section 3.4(a).

"**Generic Share Consolidation**" means the consolidation of the Generic Common Shares on the basis of one (1) post-consolidation Generic Common Share for a number of pre-consolidation Generic Common Shares to be fixed by Generic's board of directors such that the aggregate number of Common Shares outstanding post-consolidation be no greater than 1,000,000, including the conversion or exercise of all outstanding convertible or exchangeable indebtedness and securities of Generic convertible or exchangeable into Generic Common Shares.

"**Generic Stock Option Plan**" means the current stock option plan of Generic approved by the Generic Shareholders on October 4, 2018, as disclosed in the Generic Securities Documents.

"**Generic Warrants**" means the common share purchase warrants of Generic issued and outstanding from time to time (including the Generic Warrants underlying the Generic Finder Warrants), exercisable to acquire Generic Common Shares.

"**Government**" means: (i) the government of Canada, the United States or any other foreign country; (ii) the government of any Province, State, county, municipality, city, town, or district of Canada, the United States or any other foreign country; and (iii) any ministry, agency, department, authority, commission, administration, corporation, bank, court, magistrate, tribunal, arbitrator, instrumentality, or political subdivision of, or within the geographical jurisdiction of, any government described in the foregoing clauses (i) and (ii), and for greater certainty, includes the CSE.

"**Government Authority**" means and includes, without limitation, any Government or other political subdivision of any Government, judicial, public or statutory instrumentality, court, tribunal, commission, board, agency (including those pertaining to health, safety or the environment), authority, body or entity, or other regulatory bureau, authority, body or entity having legal jurisdiction over the activity or Person in question and, for greater certainty, includes the CSE.

"**Government Official**" means: (i) any official, officer, employee, or representative of, or any person acting in an official capacity for or on behalf of, any Government Authority; (ii) any salaried political party official, elected member of political office or candidate for political office; or (iii) any company, business, enterprise or other entity owned or controlled by any person described in the foregoing clauses.

"**Hazardous Substance**" means any pollutant, contaminant, waste or chemical or any toxic, radioactive, ignitable, corrosive, reactive or otherwise hazardous or deleterious substance, waste or material, including hydrogen sulfide, arsenic, cadmium, copper, lead, mercury,

petroleum, polychlorinated biphenyls, asbestos and urea-formaldehyde insulation, and any other material, substance, pollutant or contaminant regulated or defined pursuant to, or that could result in liability under, any applicable Environmental Law.

"**IFRS**" means International Financial Reporting Standards as issued by the International Accounting Standards Board.

"**include**" or "**including**" shall be deemed to be followed by the words "without limitation".

"**Laws**" means all laws, statutes, by-laws, rules, regulations, orders, decrees, ordinances, protocols, codes, guidelines, policies, notices, directions and judgments or other requirements of any Government Authority applicable to the Company, Generic or Subco.

"**Letter of Intent**" means the letter agreement between the Company and Generic, dated March 24, 2019, with respect to the proposed transaction between the Company and Generic, at an agreed valuation of each of Generic and the Company.

"**Knowledge of Generic**" or "**to Generic's Knowledge**" or any other similar knowledge qualification, means the actual knowledge of Kelly Malcolm and/or Arvin Ramos.

"**Knowledge of the Company**" or "**to the Company's Knowledge**" or any other similar knowledge qualification, means the actual knowledge of Charles Phillips, Joshua Hamlin and John Walpuck.

"**Listing Date**" means the date on which the Resulting Issuer Common Shares are listed on the CSE.

"**Listing Statement**" means the Listing Statement of Generic in the form prescribed by CSE Form 2A, which shall be filed on SEDAR prior to the Effective Date.

"**Material Adverse Change**" or "**Material Adverse Effect**" with respect to Generic, Subco or the Company, as the case may be, means any change (including a decision to implement such a change made by the board of directors or by senior management who believe that confirmation of the decision by the board of directors is probable), event, violation, inaccuracy, circumstance or effect that is materially adverse to the business, assets (including intangible assets), liabilities, capitalization, ownership, financial condition or results of operations of Generic, Subco or the Company, as the case may be, on a consolidated basis. The foregoing shall not include any change or effect attributable to: (i) any matter that has been disclosed in writing to the other Parties or any of their Advisers by a Party or any of its Advisers in connection with this Agreement; (ii) changes relating to general economic, political or financial conditions; or (iii) relating to the state of securities markets in general.

"**Name Change**" means an amendment to the articles of Generic to change of the name of Generic from "Generic Gold Corp." to "OG DNA Holdings Inc." or such other name as the directors of the Company, in their sole discretion, may determine and as may be acceptable to the Director appointed under the BCBCA, approved by the Generic Shareholders at the Generic Meeting, in accordance with the Generic Meeting Materials.

"**Non-Breaching Party**" has the meaning given to the term in Subsection 9.1(b).

"**OBCA**" means the *Business Corporations Act* (Ontario).

"**Party**" means each of the Company, Generic and Subco and "**Parties**" means the Company, Generic and Subco.

"**Person**" includes an individual, corporation, partnership, joint venture, trust, unincorporated organization, the Crown or any agency or instrumentality thereof or any other juridical entity.

"**Private Placement**" means the issuance of Subscription Receipts completed prior to the Effective Date by way of a best efforts private placement by the Company, directly and through the Agents, for aggregate gross proceeds to the Company of in such amount as the Company and the Agents agree to satisfy the initial listing requirements of the CSE.

"**Private Placement Broker Warrants**" means the warrants to purchase Private Placement Units issued to the Agents in connection with the Private Placement pursuant to the terms of the Agency Agreement, with each Unit consisting of one (1) Company Common Share and one-half (1/2) of one (1) Private Placement Purchase Warrant.

"**Private Placement Purchase Warrants**" means common share purchase warrants of the Company, each whole warrant of which will entitle the holder thereof to purchase one (1) Company Common Share for a period of 24 months following the Listing Date.

"**Private Placement Shareholders**" means the holders of Company Common Shares that acquire such shares upon automatic conversion of the Subscription Receipts issued in the Private Placement.

"**Private Placement Units**" means the units of the Company to be issued to holders of Subscription Receipts upon satisfaction or waiver the Escrow Release Conditions prior to the Escrow Release Deadline (each as defined in the Agency Agreement), each unit consisting of one (1) Company Common Share and one half (1/2) of one (1) Private Placement Purchase Warrant.

"**Receiving Party**" means any Party or its Advisers receiving Confidential Information from a Disclosing Party.

"**Restricted Voting Shares**" means the restricted voting shares in the capital of Generic, no par value, to be created as part of the Share Structure Amendment.

"**Resulting Issuer**" has the meaning given to the term in Section 2.9 hereof.

"**Resulting Issuer Broker Warrants**" means the warrants to purchase Resulting Issuer Common Shares for which Company Broker Warrants and Private Placement Broker Warrants shall be exchanged as provided in Section 2.7 hereof, with each such Resulting Issuer Broker Warrant being exercisable to acquire the same number and class of Resulting Issuer Common Shares that the holder would have acquired pursuant to the Amalgamation as if such Company

Broker Warrants or Private Placement Broker Warrants, as the case may be, had been exercised for the underlying Company Common Shares immediately prior to the Amalgamation, and having the same economic value as the Company Broker Warrants or Private Placement Broker Warrants, as applicable.

"**Resulting Issuer Common Shares**" means the class of common shares in the capital of the Resulting Issuer having the terms set forth in Schedule 1.

"**Resulting Issuer Equity Incentive Plan**" means the omnibus incentive plan adopted by Generic, and approved by the Generic Shareholders at the Generic Meeting, and effective after the Effective Time.

"**Resulting Issuer Director Matters**" means (i) the special resolution of the Generic Shareholders passed at the Generic Meeting determining the number of directors of the Resulting Issuer and the number of directors elected at the Generic Meeting to be seven, and (ii) the election of the directors of the Resulting Issuer, as set forth in the Generic Meeting Materials.

"**Resulting Issuer Directors**" has the meaning given to the term in Section 2.9.

"**Resulting Issuer Officers**" has the meaning given to the term in Section 2.9.

"**Resulting Issuer Options**" means the options to purchase Resulting Issuer Common Shares for which Company Options shall be exchanged as provided in Section 2.7 hereof, with each such Resulting Issuer Option being exercisable to acquire the same number and class of Resulting Issuer Common Shares that the holder would have acquired pursuant to the Amalgamation as if such Company Options had been exercised for the underlying Company Common Shares immediately prior to the Amalgamation, and having the same economic value as the Company Options.

"**Resulting Issuer RSUs**" means the restricted share units of the Resulting Issuer for which Company RSUs shall be exchanged as provided in Section 2.7 hereof, with each such Resulting Issuer RSU representing a contractual obligation by the Resulting Issuer to deliver to the holder: (a) the same number of Resulting Issuer Common Shares; (b) the amount in cash equal to the Fair Market Value (as such term is defined in the omnibus incentive plan of the Company dated August 21, 2019) of the specified number of shares subject to the original Company RSU; or (c) a combination of Resulting Issuer Common Shares and cash in the same amounts, that the holder would have received pursuant to the Amalgamation as if payment due on such Company RSUs had been made immediately prior to the Amalgamation, and having the same economic value as the Company RSUs.

"**Resulting Issuer Warrants**" means the warrants to purchase Resulting Issuer Common Shares for which Company Warrants and Private Placement Purchase Warrants shall be exchanged as provided in Section 2.7 hereof, with each such Resulting Issuer Warrant being exercisable to acquire the same number and class of Resulting Issuer Common Shares that the holder would have acquired pursuant to the Amalgamation as if such Company Warrants or Private Placement Purchase Warrants, as the case may be, had been exercised for the underlying Company Common Shares immediately prior to the Amalgamation, and having the same

economic value as the Company Warrants or Private Placement Purchase Warrants, as applicable.

"**SEDAR**" means the System for Electronic Document Analysis and Retrieval.

"**Share Structure Amendment**" means the amendment to the articles of Generic providing for the amendment of the Generic Common Shares and the creation of the Restricted Voting Shares.

"**Subco**" means 1222150 B.C. Ltd., a direct, wholly-owned subsidiary of Generic incorporated under the BCBCA on September 5, 2019 for the sole purpose of effecting the Amalgamation in connection with the Business Combination.

"**Subco Amalgamation Resolution**" means the resolution of Generic, as sole shareholder of Subco, approving the Amalgamation and adopting the Agreement.

"**Subco Shares**" means all of the outstanding shares of common stock of Subco.

"**Subscription Receipts**" means the subscription receipts issued in connection with the Private Placement that entitle the holder thereof to receive, without payment of any additional consideration and subject to adjustment, one Private Placement Unit upon satisfaction or waiver of the Escrow Release Conditions prior to the Escrow Release Deadline (each as defined in the Agency Agreement).

"**Subscription Receipt Agreement**" means the subscription receipt agreement among the Company, the Agents and Odyssey Trust Company setting out the terms and conditions of the Subscription Receipts.

"**Subscription Receipt Conversion**" means the automatic conversion of the Subscription Receipts into Company Common Shares and Private Placement Purchase Warrants for no additional consideration upon satisfaction of the applicable escrow release conditions pursuant to the terms and conditions of the Subscription Receipts and the Subscription Receipt Agreement, all occurring prior to the Amalgamation.

"**subsidiary**" means, with respect to a specified corporation, any corporation of which more than fifty per cent (50%) of the outstanding shares ordinarily entitled to elect a majority of the board of directors thereof (whether or not shares of any other class or classes shall or might be entitled to vote upon the happening of any event or contingency) are at the time owned directly or indirectly by such specified corporation, and shall include any corporation in like relation to a subsidiary.

"**Tax**" means means any tax, levy, charge or assessment imposed by or due any Government, together with any interest, penalties, and additions to tax relating thereto, including without limitation, any of the following:

(a) any income tax;

(b) any franchise, sales, use and value added tax or any license or withholding tax; any payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, alternative or add-on minimum tax; and any customs duties or other taxes;

(c) any tax on property (real or personal, tangible or intangible, based on transfer or gains);

(d) any estimate or payment of any of tax described in the foregoing clauses (a) through (d); and

(e) any interest, penalties and additions to tax with respect to any tax (or any estimate or payment thereof) described in the foregoing clauses (a) through (e).

"**Tax Return**" means all returns, amended returns and reports (including elections, declarations, disclosures, schedules, estimates and information returns) required to be supplied to a Tax authority with jurisdiction over the applicable Party.

"**Treasury Regulations**" means the U.S. Department of Treasury regulations promulgated under the Code, as such regulations may be amended from time to time.

"**U.S. Securities Act**" means the United States Securities Act of 1933, as amended.

ARTICLE 2
BUSINESS COMBINATION

2.1 Agreement to Amalgamate

Upon the terms and subject to the conditions contained in this Agreement, the Parties hereby agree that Subco shall amalgamate with the Company at the Effective Date and the surviving corporation from the Amalgamation shall be Amalco. Generic shall, in its capacity as the sole shareholder of Subco, approve the Amalgamation as soon as reasonably practicable on or before the Effective Date but in all instances prior to the filing of the Amalgamation Application with the British Columbia Registrar of Companies.

2.2 Generic Asset Transfer

Prior to the Effective Time, Generic shall take all necessary steps to give effect to and implement the Generic Asset Transfer in a manner acceptable to the Company, acting reasonably.

2.3 Private Placement of Subscription Receipts and Exemption for Other Company Shareholders

(a) Prior to the Effective Time, the Private Placement shall have been closed. Pursuant to the Private Placement, certain investors will subscribe for Subscription Receipts, with each Subscription Receipt representing the right of the holder thereof to receive, under the circumstances set forth in the terms attached to the Subscription Receipts, one (1) Private

Placement Unit, without any further act or formality, and for no additional consideration, upon the satisfaction (or waiver) of the escrow release conditions set forth in the Subscription Receipt Agreement.

(b) Each Company Shareholder that is not a Private Placement Shareholder may, as a condition of receiving Resulting Issuer Common Shares and Resulting Issuer Warrants, as applicable, upon completion of the Business Combination, be required to deliver a certificate in a form satisfactory to the Company and Generic (i) as to their status as an "accredited investor," as defined in Rule 501(a) of Regulation D promulgated under the U.S. Securities Act (if such Company Shareholder is in the United States) or (ii) or confirming that such Shareholder is outside the United States, together with any supporting information as reasonably requested by the Company or Generic in order to confirm their status and the availability of an exemption from the registration requirements of the U.S. Securities Act and applicable state securities laws for the issuance of such Resulting Issuer Common Shares to such holder.

(c) The parties acknowledge that the CSE may require some or all of the Resulting Issuer Common Shares and Resulting Issuer Warrants issued to the Company Shareholders to be held in escrow pursuant to CSE policies and the terms of the Escrow Agreement. The parties further acknowledge and agree that the Resulting Issuer Common Shares and Resulting Issuer Warrants are being issued to the Company Shareholders pursuant to an exemption from prospectus requirements of Applicable Securities Laws in Canada and that such Resulting Issuer Common Shares and Resulting Issuer Warrants may be subject to resale restrictions. The parties further acknowledge and agree that the Resulting Issuer Common Shares and Resulting Issuer Warrants are being issued to the Company Shareholders in the United States pursuant to an exemption from the registration requirements of the U.S. Securities and applicable state securities Laws, and that the Resulting Issuer Common Shares and Resulting Issuer Warrants will be "restricted securities" as such term is defined in Rule 144 under the U.S. Securities Act.

2.4 Listing Statement and Generic Meeting

(a) Promptly after the execution of this Agreement, the Company and Generic jointly shall prepare and complete the Listing Statement together with any other documents required by Applicable Securities Laws and other applicable Laws and the rules and policies of the CSE in connection with the Business Combination, and Generic shall, as promptly as reasonably practicable after obtaining the approval of the CSE, cause the Listing Statement, as finally approved by Generic and the Company, to be filed on SEDAR.

(b) Generic established a record date for (both for notice of, and voting at, the Generic Meeting), called, given notice of, convened and held the Generic Meeting. The Generic Shareholders have approved the Generic Meeting Matters.

(c) The Company shall establish a record date for (both for notice of, and voting at, the Company Meeting), call, give notice of, convene and hold the Company Meeting (or circulate a written resolution for the Company Shareholders to consider), and shall send out the Company Meeting materials and such other documents as may be necessary or desirable to

the Company Shareholders, as soon as reasonably practicable following the execution of this Agreement. Prior to the Effective Time, the Company Shareholders shall have approved the Company Meeting Matters.

(d) Generic represents, warrants and covenants that the Generic Meeting Materials comply in all material respects with, and the Listing Statement will comply in all material respects with, all applicable Laws (including Applicable Securities Laws), and, without limiting the generality of the foregoing, that the Listing Statement shall not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements contained therein not misleading in light of the circumstances in which they are made (provided that Generic shall not be responsible for the information relating to the Company or the Resulting Issuer that is furnished in writing by the Company for inclusion in the Listing Statement (collectively, the "**Company Listing Statement Disclosure**").

(e) Except as otherwise provided in Section 4.15(b), the Company represents and warrants that any Company Listing Statement Disclosure will comply in all material respects with all applicable Laws (including Applicable Securities Laws), and, without limiting the generality of the foregoing, that the Company Listing Statement Disclosure shall not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements contained therein not misleading in light of the circumstances in which they are made.

(f) Prior to filing the Listing Statement, the Company, Generic and their respective legal counsel shall be given a reasonable opportunity to review and comment on drafts of the Listing Statement and other documents related thereto, and reasonable consideration shall be given to any comments made by the Company, Generic and their respective counsel, provided that all information relating solely to Generic included in the Listing Statement shall be in form and content satisfactory to Generic, acting reasonably, and all information relating solely to the Company included in the Listing Statement shall be in form and content satisfactory to the Company, acting reasonably.

(g) Generic and the Company shall promptly notify each other if at any time before the date of filing in respect of the Listing Statement, any Party becomes aware that the Listing Statement contains an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements contained therein not misleading in light of the circumstances in which they are made, or that otherwise requires an amendment or supplement to the Listing Statement and the Parties shall cooperate in the preparation of any amendment or supplement to such document, as the case may be, as required or appropriate.

(h) Each of Generic and the Company covenants and agrees with the other that:

(i) it will furnish promptly to the other Parties, as applicable, a copy of each notice, report, schedule or other document delivered, filed or received by it in connection with: (A) the Generic Meeting Matters; (B) the Company Meeting Matters; (C) any filings under

Applicable Securities Laws; and (D) any dealings with regulatory agencies in connection with the Business Combination and the transactions contemplated herein; and

(ii) it will immediately notify the other Parties of any legal or Government action, suit, judgment, investigation, injunction, complaint, action, suit, motion, judgement, regulatory investigation, regulatory proceeding or similar proceeding by any Person, Government Authority or other regulatory body, whether actual or threatened, with respect to the Business Combination or which could otherwise delay or impede the transactions contemplated hereby.

2.5 Subscription Receipt Conversion

Prior to the Effective Time and prior to the occurrence of the events set forth in Section 2.7, the Subscription Receipt Conversion shall have been completed.

2.6 Generic Reorganization

Prior to the Effective Time and prior to the occurrence of the events set forth in Section 2.7, the Generic Reorganization shall have been completed.

2.7 Amalgamation Events

Subject to the terms and conditions set forth in this Agreement, upon the Amalgamation Application being filed with and accepted by the British Columbia Registrar of Companies, the following shall be deemed to have occurred sequentially at the Effective Time, without any further action by or notice to the Company, Generic, or the holders of any Company Common Shares, Company Broker Warrants, Private Placement Broker Warrants, Private Placement Purchase Warrants, Company Warrants, Company Options or Company RSUs, respectively.

(a) upon the issue of a certificate of amalgamation and notice of articles giving effect to the Amalgamation, the Company and Subco shall be amalgamated and shall continue as one corporation effective on the Effective Date;

(b) each Company Common Share issued and outstanding immediately prior to the Effective Time shall be exchanged by such Company Shareholder for one (1) fully paid and non-assessable Resulting Issuer Common Share;

(c) each Subco Share issued and outstanding immediately prior to the Effective Time shall convert into one (1) share of common stock of Amalco;

(d) in consideration of the issuance of Resulting Issuer Common Shares pursuant to Section 2.7(b), Amalco shall issue to the Resulting Issuer one Amalco Share for each Resulting Issuer Common Share issued;

(e) Resulting Issuer shall add to the capital maintained in respect of the Resulting Issuer Common Shares an amount equal to the aggregate paid-up capital for purposes of the *Income Tax Act* (Canada) of the Company Shares immediately prior to the Effective Time;

(f) Amalco shall add to the capital maintained in respect of the Amalco Shares an amount such that the capital of the Amalco Shares shall be equal to the aggregate paid-up capital for purposes of the *Income Tax Act* (Canada) of the Subco Shares and Company Shares immediately prior to the Amalgamation;

(g) each Company Broker Warrant outstanding immediately prior to the Effective Time shall be exchanged by the holder thereof for one (1) Resulting Issuer Broker Warrant on economically equivalent terms;

(h) each Private Placement Broker Warrant outstanding immediately prior to the Effective Time shall be exchanged by the holder thereof for one (1) Resulting Issuer Broker Warrant on economically equivalent terms;

(i) each Company Warrant outstanding immediately prior to the Effective Time shall be exchanged by the holder thereof for one (1) Resulting Issuer Warrant on economically equivalent terms;

(j) each Private Placement Purchase Warrant outstanding immediately prior to the Effective Time shall be exchanged by the holder thereof for one (1) Resulting Issuer Warrant on economically equivalent terms;

(k) each Company Option outstanding immediately prior to the Effective Time shall be exchanged by the holder thereof for one (1) Resulting Issuer Option on economically equivalent terms;

(l) each Company RSU outstanding immediately prior to the Effective Time shall be exchanged by the holder thereof for one (1) Resulting Issuer RSU on economically equivalent terms;

(m) all outstanding Generic Options, the Generic Warrants and the Generic Finder Warrants will have been exercised or otherwise be terminated without any payment of consideration therefor;

(n) all Private Placement Broker Warrants, Private Placement Purchase Warrants, Company Broker Warrants, Company Warrants, Company Options and Company RSUs exchanged for Resulting Issuer Broker Warrants, Resulting Issuer Warrants, Resulting Issuer Options and Resulting Issuer RSUs, as applicable in accordance with Subsections 2.7(d), 2.7(h), 2.7(i), 2.7(j), 2.7(k) and 2.7(l) hereof shall be cancelled;

(o) no fractional Resulting Issuer Common Shares shall be issued to holders of Company Common Shares. In lieu of any fractional entitlement, the number of Resulting Issuer Common Shares issued to each former holder of Company Common Shares shall be rounded down to the next lesser whole number of Resulting Issuer Common Shares without any payment in respect of such fractional Resulting Issuer Common Share;

(p) the Resulting Issuer shall be entitled to deduct and withhold from any consideration otherwise payable pursuant to the transactions contemplated by this Agreement to any holder of Company Common Shares such amounts as are required to be deducted and

withheld with respect to such payment under any provision of federal, provincial, state, local or foreign Tax law; to the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes hereof as having been paid to the holder of the Company Common Shares in respect of which such deduction and withholding was made, provided that such withheld amounts are actually remitted to the appropriate taxing authority; and

(q) Amalco shall be a wholly-owned subsidiary of the Resulting Issuer.

2.8 Share Certificates

On the Effective Date:

(a) the original share certificate of Subco registered in the name of Generic shall be cancelled and the Resulting Issuer shall be issued a share certificate for the number of shares of common stock of Amalco deemed transferred to the Resulting Issuer as provided in Section 2.7 hereof;

(b) subject to the treatment of Dissenting Shares (as defined below) in Section 2.12 hereof, if any, certificates or other evidence representing the Company Common Shares, Private Placement Broker Warrants, Private Placement Purchase Warrants, Company Broker Warrants, Company Warrants, Company Options and Company RSUs shall cease to represent any claim upon or interest in the Company other than the right of the applicable holder to receive, pursuant to the terms hereof, Resulting Issuer Common Shares, Resulting Issuer Broker Warrants, Resulting Issuer Warrants, Resulting Issuer Options, Resulting Issuer RSUs and shares of common stock of Amalco, as applicable, in accordance with Section 2.7 hereof; and

(c) the certificates representing, or evidence of ownership on the Company's share or securities register of, Company Common Shares, Private Placement Broker Warrants, Private Placement Purchase Warrants, Company Broker Warrants, Company Warrants, Company Options and Company RSUs which have been exchanged for Resulting Issuer Common Shares, Resulting Issuer Broker Warrants, Resulting Issuer Warrants, Resulting Issuer Options, Resulting Issuer RSUs and shares of common stock of Amalco, as applicable, in accordance with the provisions of Section 2.7 hereof, shall be deemed cancelled and, the Resulting Issuer shall on the Effective Date, or as soon as practicable thereafter, deliver to each such holder certificates representing the number of Resulting Issuer Common Shares, Resulting Issuer Broker Warrants, Resulting Issuer Warrants, Resulting Issuer Options, Resulting Issuer RSUs or shares of common stock of Amalco, as applicable, to which such holder is entitled; provided that, in the case of the Resulting Issuer Common Shares the same may be (i) in certificated form, or (ii) in uncertificated form either (A) registered in the name of CDS Clearing and Depository Services Inc. ("**CDS**") or its nominee and held by, or on behalf of, CDS, as depositary for the participants of CDS or (B) as electronic direct registration of securities in the holder's name on the books of the Resulting Issuer's transfer agent.

2.9 Resulting Issuer

In accordance with the approval of the Generic Shareholders of the Resulting Issuer Director Matters and the Name Change at the Generic Meeting, Generic will, upon completion of the Business Combination, be known as "OG DNA Holdings Inc." (the "**Resulting Issuer**"), and

its articles will provide that it will have a minimum of one (1) director and a maximum of ten (10) directors and the directors (the "**Resulting Issuer Directors**") and officers (the "**Resulting Issuer Officers**") of the Resulting Issuer immediately following the completion of the Amalgamation will be as determined by the Company prior to the Effective Date.

2.10 Amalgamated Corporation

Unless otherwise determined in accordance with applicable Law by Amalco or its shareholders, the following provisions will apply:

(a) **Number of Directors**. The board of directors of Amalco shall consist of a minimum of one (1) director and a maximum of ten (10) directors.

(b) **Officers and Directors**. As of the Effective Time, the number of initial directors of Amalco and the individuals so appointed shall be the same as the Resulting Issuer Directors. As of the Effective Time, the initial officers of Amalco, their titles and the persons so appointed shall be the same as the Resulting Issuer Officers.

(c) **Fiscal Year**. The fiscal year end of Amalco shall be December 31 in each year, unless and until changed by resolution of the board of directors.

(d) **Name**. The name of Amalco shall be "OG DNA Genetics Inc." or such other name as determined by the Resulting Issuer.

(e) **Registered Office**. The registered office of Amalco in the Province of British Columbia shall be the registered office of the Company in effect immediately prior to the Effective Time.

(f) **Authorized Capital**. The authorized capital of Amalco immediately after the Effective Time shall be the same as the authorized capital of the Company as provided in the Company's articles of incorporation immediately prior to the Effective Time.

(g) **Articles of Incorporation and Bylaws**. The articles of Amalco immediately after the Effective Time shall be the same as the articles of incorporation of the Company immediately prior to the Effective Time with any amendments thereto as may be necessary to give effect to this Agreement.

(h) **Business and Powers**. There shall be no restriction on the business that Amalco may carry on or on the powers that Amalco may exercise.

2.11 Fractional Shares.

No fractional Resulting Issuer Common Shares will be issued or delivered pursuant to the Amalgamation. For purposes of the deemed exchanges described in Section 2.7, where a Company Shareholder holds fractional Company Common Shares immediately prior to the Effective Time, the aggregate number of Company Common Shares held by such Company Shareholder immediately prior to the Effective Time shall be rounded down to the next lowest number and no consideration will be paid in lieu thereof. In calculating such fractional interests,

all securities of the Resulting Issuer registered in the name of, or beneficially held, by a securityholder or their nominee shall be aggregated.

2.12 Dissenting Shares

(a) For purposes of this Agreement, "**Dissenting Shares**" means Company Common Shares held as of the Effective Time by a Company Shareholder who has duly exercised his, her or its rights of dissent ("**Dissent Rights**") in the manner set forth in Sections 242 to 247 of the BCBCA (the "**Dissent Procedures**") and who has not effectively withdrawn or forfeited his, her or its Dissent Rights under the Dissent Procedures. Dissenting Shares shall not be deemed exchanged for or represent the right to receive Resulting Issuer Common Shares under Section 2.7 unless such Company Shareholder's Dissent Rights shall have been forfeited or withdrawn in accordance with the Dissent Procedures. If such Company Shareholder has so forfeited or withdrawn his, her or its Dissent Rights or a court of competent jurisdiction has determined that such Company Shareholder is not entitled to the relief provided under the Dissent Procedures, then, (i) as of the occurrence of such event, such holder's Dissenting Shares shall cease to be Dissenting Shares and shall be deemed exchanged for and represent the right to receive the Resulting Issuer Common Shares issuable in respect of such Company Common Shares pursuant to Section 2.7, and (ii) Generic shall deliver or cause to be delivered to such Company Shareholder certificates representing the Resulting Issuer Common Shares to which such holder is entitled pursuant to Sections 2.7 and 2.8.

(b) The Company shall give Generic prompt notice of any exercise of Dissent Rights, withdrawals of such Dissent Rights, and any other instruments that relate to such exercise of Dissent Rights received by the Company. The Company shall not, without the prior written consent of Generic, make any payment for Dissenting Shares or offer to settle or settle any demands for payment for Dissenting Shares; provided, however, that the consent of Generic is not required where (i) such payment or settlement is not in excess of the fair market value of the Dissenting Shares immediately prior to the adoption of this Agreement and the Amalgamation, or (ii) such payment is compelled by a court of competent jurisdiction.

2.13 Effect of Amalgamation

At the Effective Time:

(a) all of the property, assets, rights and privileges of the Company and Subco shall become the property, assets, rights and privileges of Amalco, and all of the liabilities and obligations of the Company and Subco shall become the liabilities and obligations of Amalco;

(b) the articles of Amalco shall substantially mirror the articles of incorporation of the Company in effect immediately prior to the Effective Time; and

(c) the officers and directors of Amalco shall be those individuals described in Section 2.10 hereof.

2.14 Filing of Amalgamation Application

Following the approval of the Amalgamation by the shareholders of each of the Company and Subco and subject to the satisfaction or waiver of all of the conditions precedent set forth herein, the Company shall file the Amalgamation Application and such other documents as required under the BCBCA with the British Columbia Registrar of Companies to effect the Amalgamation pursuant to the BCBCA on the Effective Date.

2.15 U.S. Tax Treatment

For U.S. federal income tax purposes, this Agreement is intended to constitute, and the Parties hereby adopt this Agreement as, a "plan of reorganization" within the meaning of Treasury Regulations Sections 1.368-2(g) and 1.368-3(a). Each Party agrees that, for U.S. federal income tax purposes, (a) it shall treat the Amalgamation as a tax-free reorganization within the meaning of Section 368(a) of the Code; (b) that it shall report the Amalgamation as a "reorganization" within the meaning of Section 368(a) of the Code and it shall not take any tax reporting position inconsistent with such treatment for U.S. federal, state and other relevant tax purposes; (c) the Company, Generic and Subco are "parties to a reorganization" within the meaning of Section 368(b) of the Code; (d) it shall retain such records and file such information as is required to be retained and filed pursuant to Treasury Regulation Section 1.368(a)-3 in connection with the Amalgamation; and (e) it shall otherwise use its best efforts to cause the Amalgamation to qualify as a "reorganization" within the meaning of Section 368(a) of the Code. In connection with the Amalgamation and at all times from and after the Effective Date, the Parties agree to treat Generic as a United States domestic corporation for U.S. federal income tax purposes pursuant to Section 7874(b) of the Code. No Party shall take any action, fail to take any action, cause any action to be taken or cause any action to be taken or cause any action to fail to be taken that could reasonably be expected to prevent (1) the Amalgamation from qualifying as a "reorganization" within the meaning of Section 368(a) of the Code, or (2) Generic from being treated as a United States domestic corporation for U.S. federal income tax purposes pursuant to Section 7874(b) of the Code. Each Party hereto agrees to act in good faith, consistent with the intent of the Parties and the intended U.S. federal income tax treatment of the Amalgamation as set forth in this Section 2.15.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES OF GENERIC AND SUBCO

Each of Generic and Subco represents and warrants to and in favor of the Company as follows, and acknowledges that the Company is relying upon such representations and warranties in connection with entering into this Agreement and completing the transactions contemplated herein:

3.1 Organization and Good Standing

(a) Each of Generic and Subco is a corporation duly organized, validly existing, and in good standing under the Laws of the jurisdiction of its incorporation and is qualified to transact business and is in good standing as a foreign corporation in the jurisdictions where it is required to qualify in order to conduct its business as presently conducted, except

where the failure to be so qualified would not have a Material Adverse Effect on Generic or Subco. Except for Subco, there are no other subsidiaries of Generic. Subco has no subsidiaries.

(b) Generic has the corporate power and authority to own, lease, or operate its assets and properties and to carry on its business as now conducted. Subco was incorporated for the sole purpose of effecting the Amalgamation in connection with the Business Combination, and does not own, lease, or operate any assets or properties or carry on any business.

3.2 Consents, Authorizations, and Binding Effect

(a) Generic and Subco may execute, deliver, and perform this Agreement without the necessity of obtaining any consent, approval, authorization or waiver, or giving any notice or otherwise, except:

(i) the approval of the Amalgamation by Generic as sole shareholder of Subco;

(ii) the approval of the CSE for the listing of the Resulting Issuer Common Shares on the CSE, and for the Business Combination and other transactions contemplated hereby, as applicable;

(iii) the filing of the Amalgamation Application with the British Columbia Registrar of Companies under the BCBCA;

(iv) such other consents, approvals, authorizations and waivers, which have been obtained (or will be obtained prior to the Effective Date), and are (or will be at the Effective Time) unconditional and in full force and effect and notices which have been given on a timely basis; and

(v) those which, if not obtained or made, would not prevent or delay the consummation of the Amalgamation or the Business Combination or otherwise prevent each of Generic and Subco from performing its obligations under this Agreement and would not be reasonably likely to have a Material Adverse Effect on either Generic or Subco.

(b) Each of Generic and Subco has full corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder and to complete the Amalgamation and the Business Combination, subject to the approval of the Subco Amalgamation Resolution by Generic by written resolution, as sole shareholder of Subco.

(c) The board of directors of Generic has unanimously:

(i) approved the Business Combination and the execution, delivery and performance of this Agreement; and

(ii) approved the execution and delivery of the Subco Amalgamation Resolution by Generic.

(d) The board of directors of Subco has unanimously approved the Amalgamation and the execution, delivery and performance of this Agreement, and has adopted the plan of Amalgamation, recommended the plan of Amalgamation to Generic as the sole shareholder of Subco, and has approved the Subco Amalgamation Resolution.

(e) This Agreement has been duly executed and delivered by each of Generic and Subco and (assuming due authorization, execution and delivery by the Company) constitutes a legal, valid, and binding obligation of each of Generic and Subco enforceable against each of them in accordance with its terms, except:

(i) as may be limited by bankruptcy, reorganization, insolvency and similar Laws of general application relating to or affecting the enforcement of creditors' rights or the relief of debtors; and

(ii) that the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefor may be brought.

(f) The execution, delivery, and performance of this Agreement will not:

(i) constitute a violation of the articles of incorporation or bylaws of Generic or the articles of incorporation or bylaws of Subco;

(ii) conflict with, result in the breach of or constitute a default or give to others a right of termination, cancellation, creation or acceleration of any obligation under, or the loss of any material benefit under or the creation of any benefit or right of any third party under any Contract, permit or license to which Generic is a party or as to which any of its property is subject, except where the occurrence of any item described in this clause (ii) would not have a Material Adverse Effect on Generic;

(iii) constitute a violation of any Law applicable or relating to Generic or its business or Subco except for such violations which would not have a Material Adverse Effect on Generic; or

(iv) result in the creation of any lien upon any of the assets of Generic, other than such liens as would not have a Material Adverse Effect on Generic.

(g) Neither Generic nor any Affiliate or Associate of Generic, nor to the Knowledge of Generic, any director or officer of Generic, beneficially owns or has the right to acquire a beneficial interest in any Company Common Shares.

3.3 Litigation and Compliance

(a) There are no actions, suits, claims or proceedings, whether in equity or at Law, or any Government investigations pending or, to the Knowledge of Generic, threatened:

(i) against or affecting Generic or Subco, or with respect to or affecting any asset or property owned, leased or used by Generic; or

(ii) which question or challenge the validity of this Agreement, the Amalgamation or the Business Combination or any action taken or to be taken pursuant to this Agreement, the Amalgamation or the Business Combination,

nor, to the Knowledge of Generic, is there any fact or circumstance that is reasonably likely to form the basis for any such action, suit, claim, proceeding or investigation.

(b) Generic is conducting its business in compliance with, and is not in default or violation under, and has not received written notice asserting the existence of any default or violation under, any Law applicable to the business or operations of Generic, except for non-compliance, defaults, and violations which would not, in the aggregate, have a Material Adverse Effect on Generic.

(c) Neither Generic nor Subco, and no asset of Generic or Subco, is subject to any judgment, order or decree entered in any lawsuit or proceeding which has had, or which is reasonably likely to have, a Material Adverse Effect on Generic or which is reasonably likely to prevent each of Generic and Subco from materially performing its obligations under this Agreement.

(d) Since January 1, 2017, (i) each of Generic and Subco has duly filed or made all reports and returns required to be filed by it with any Government Authority and (ii) has obtained all permits, licenses, consents, approvals, certificates, registrations and authorizations (whether Government, regulatory or otherwise) which are required in connection with the business and operations of Generic as currently conducted, except where the failure to do so has not had and will not have a Material Adverse Effect on Generic.

3.4 Public Filings; Financial Statements

(a) Generic has filed all documents required pursuant to applicable Canadian Securities Laws (the "**Generic Securities Documents**"). As of their respective dates, the Generic Securities Documents complied with the then applicable requirements of the Canadian Securities Laws (and all other Applicable Securities Laws) and, at the respective times they were filed, none of the Generic Securities Documents contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make any statement therein, in light of the circumstances under which it was made, not misleading. Generic has not filed any confidential disclosure reports which have not at the date hereof become public knowledge.

(b) There is no "material fact" or "material change" (as those terms are defined in applicable securities legislation) in the affairs of Generic that has not been generally disclosed to the public.

(c) The financial statements (including, in each case, any notes thereto) of Generic for the years ended December 31, 2018 and 2017 and for the six month periods ended June 30, 2019 and 2018 included in the Generic Securities Documents were prepared in accordance with IFRS applied on a consistent basis during the periods involved (except as may be indicated therein or in the notes thereto) and fairly present in all material respects the assets, liabilities and financial condition of Generic as of the respective dates thereof and the earnings,

results of operations and changes in financial position of Generic for the periods then ended (subject, in the case of unaudited statements, to the absence of footnote disclosure and to customary year-end audit adjustments and to any other adjustments described therein). Except as disclosed in the Generic Securities Documents, Generic has not, since December 31, 2018, made any change in the accounting practices or policies applied in the preparation of its financial statements.

(d) Generic is now, and on the Effective Date will be, a "reporting issuer" under Canadian Securities Laws in the Province of Ontario. Generic is not currently in default in any material respect of any requirement of applicable Canadian Securities Laws and Generic is not included on a list of defaulting reporting issuers maintained by the Ontario Securities Commission, the British Columbia Securities Commission and the Alberta Securities Commission.

(e) There has not been any reportable event (within the meaning of National Instrument 51-102 – *Continuous Disclosure Obligations of the Canadian Securities Administrators*) since December 31, 2018 with the present or former auditors of Generic.

(f) No order ceasing or suspending trading in securities of Generic or prohibiting the sale of securities by Generic has been issued that remains outstanding and, to the Knowledge of Generic, no proceedings for this purpose have been instituted, or are pending, contemplated or threatened by any Government Authority.

(g) Generic maintains a system of internal accounting controls sufficient to provide reasonable assurance that: (i) transactions are executed in accordance with management's general or specific authorizations; (ii) access to assets is permitted only in accordance with management's general or specific authorization; and (iii) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

(h) Other than in connection with the Generic Asset Transfer, there are no contracts with Generic, on the one hand, and: (i) any officer or director of Generic; (ii) any holder of 5% or more of the equity securities of Generic; or (iii) an Associate or Affiliate of a person in (i) or (ii), on the other hand.

3.5 Taxes

Generic has timely filed, or has caused to be timely filed on its behalf, all Tax Returns required to be filed by it prior to the date hereof, all such Tax Returns are complete and accurate in all material respects. All Taxes shown to be due on such Tax Returns, or otherwise owed, have been timely paid, other than those which are being contested in good faith and in respect of which adequate reserves have been provided in the financial statements of Generic. No deficiency with respect to any unpaid Taxes has been proposed, asserted or assessed in writing by any Government against Generic. There are no actions, suits, proceedings, investigations or claims pending or, to the Knowledge of Generic, threatened against Generic in respect of Taxes or any matters under discussion with any Government relating to Taxes, in each case which are reasonably likely to have a Material Adverse Effect on Generic, and no extensions of the time to

assess any such Taxes are outstanding or pending. Generic has withheld from each payment made to any of its employees, officers or directors, the amount of all Taxes required to be withheld therefrom and have paid the same to the proper tax or receiving officers within the time required under applicable Law. There are no liens for Taxes upon any asset of Generic except liens for Taxes not yet due.

3.6 Employment

Generic is not a party to any employment agreements with any person.

3.7 Pension and Other Employee Plans and Agreement

Other than the Generic Stock Option Plan, Generic does not maintain or contribute to any Employee Plan. The Generic Stock Option Plan has been duly adopted by Generic. There are 3,765,000 stock options awarded under the Generic Stock Option Plan.

3.8 Labor Relations

(a) No employees of Generic are covered by any collective bargaining agreement.

(b) There are no representation questions, arbitration proceedings, labor strikes, slow-downs or stoppages, grievances, or other labor troubles pending or, to the Knowledge of Generic, threatened with respect to the employees of Generic; and (ii) to the best of Generic's Knowledge, there are no present or pending applications for certification (or the equivalent procedure under any applicable Law) of any union as the bargaining agent for any Employees of Generic.

3.9 Contracts, Etc

(a) Other than the Agency Agreement, neither Generic nor Subco is a party to or bound by any Contract.

(b) Generic and, to the Knowledge of Generic, each of the other parties thereto, is in compliance with all covenants under any Contract, and no default has occurred which, with notice or lapse of time or both, would directly or indirectly constitute such a default, except for such non-compliance or default under any Contract as has not had and will not have a Material Adverse Effect on Generic.

(c) Other than the agreement with Generic Capital Corporation with respect to the Finder's Fee, Generic is not a party to or bound by any Contract that provides for any payment as a result of the consummation of any of the matters contemplated by this Agreement that would result in Generic having liabilities for the payment of expenses to Advisers and relating to the Business Combination in excess of $25,000, at the time of the completion of the Business Combination.

3.10 Absence of Certain Changes, Etc.

Except as contemplated by the Business Combination and this Agreement, since December 31, 2018:

(a) there has been no Material Adverse Change in Generic;

(b) Generic has not: (i) sold, transferred, distributed, or otherwise disposed of or acquired a material amount of its assets, or agreed to do any of the foregoing, except in the ordinary course of business; (ii) incurred any liability or obligation of any nature (whether absolute, accrued, contingent or otherwise) which has had or is likely to have a Material Adverse Effect on Generic; (iii) prior to the date hereof, made or agreed to make any capital expenditure or commitment for additions to property, plant, or equipment; (iv) made or agreed to make any increase in the compensation payable to any employee or director except for increases made in the ordinary course of business and consistent with presently existing policies or agreement or past practice; (v) conducted its operations other than in the normal course of business; (vi) entered into any transaction or Contract, or amended or terminated any transaction or Contract, except transaction or Contracts entered into in the ordinary course of business; and (vii) agreed or committed to do any of the foregoing; and

(c) there has not been any declaration, setting aside or payment of any dividend with respect to Generic's share capital.

3.11 Subsidiaries

(a) All of the outstanding shares in the capital of Subco are owned of record and beneficially by Generic free and clear of all liens. Generic does not own, directly or indirectly, any equity interest of or in any entity or enterprise organized under the Laws of any domestic or foreign jurisdiction other than Subco, 1989670 Ontario Limited and as otherwise disclosed in the Generic Securities Documents.

(b) All outstanding shares in the capital of, or other equity interests in, Subco and 1989670 Ontario Limited have been duly authorized and are validly issued, fully paid and non-assessable.

3.12 Capitalization

(a) As at the date hereof, the authorized capital of Generic consists of an unlimited number of Generic Common Shares without nominal or par value, of which 37,953,388 Generic Common Shares are issued and outstanding.

(b) All issued and outstanding shares in the capital of Generic have been duly authorized and are validly issued, fully paid and non-assessable, free of pre-emptive rights.

(c) Other than the Generic Options, Generic Warrants and Generic Finder Warrants, there are no authorized, outstanding or existing:

(i) voting trusts or other agreements or understandings with respect to the voting of any Generic Common Shares to which Generic is a party;

(ii) securities issued by Generic that are convertible into or exchangeable for any Generic Common Shares;

(iii) agreements, options, warrants, or other rights capable of becoming agreements, options or warrants to purchase or subscribe for any Generic Common Shares or securities convertible into or exchangeable or exercisable for any such common shares, in each case granted, extended or entered into by Generic;

(iv) agreements of any kind to which Generic is party relating to the issuance or sale of any Generic Common Shares, or any securities convertible into or exchangeable or exercisable for any Generic Common Shares or requiring Generic to qualify securities of Generic for distribution by prospectus under Canadian Securities Laws; or

(v) agreements of any kind which may obligate Generic to issue or purchase any of its securities other than in connection with the Generic Asset Transfer.

3.13 Environmental Matters

Generic and 1989670 Ontario Limited is in compliance with all applicable Environmental Laws and has not violated any then current environmental Laws as applied at that time. All operations of Generic and 1989670 Ontario Limited, past or present, conducted on any real property, leased or owned by Generic or 1989670 Ontario Limited, past or present, and such properties themselves while occupied by Generic or 1989670 Ontario Limited have been and are in compliance with all Environmental Laws. Neither Generic nor 1989670 Ontario Limited is the subject of: (i) any proceeding, application, order or directive which relates to any environmental, health or safety matter; or (ii) any demand or notice with respect to any Environmental Laws. Each of Generic and 1989670 Ontario Limited has made adequate reserves for all reclamation obligations and has made appropriate arrangements, through obtaining reclamation bonds or otherwise to discharge such reclamation obligations, to the extent applicable. Neither of Generic and 1989670 Ontario Limited has caused or permitted the release of any Hazardous Substances on or to any of the assets or any other real property owned or leased or occupied by Generic or 1989670 Ontario Limited, either past or present, (including underlying soils and substrata, surface water and groundwater) in such a manner as: (A) would be reasonably likely to impose liability for cleanup, natural resource damages, loss of life, personal injury, nuisance or damage to other property; (B) would be reasonably likely to result in imposition of a lien, charge or other encumbrance on or the expropriation of any of the assets; or (C) at levels which exceed remediation and/or reclamation standards under any Environmental Laws or standards published or administered by those Government Authorities responsible for establishing or applying such standards. There is no environmental liability or factors likely to give rise to any environmental liability (i) affecting any of the properties of Generic or 1989670 Ontario Limited; or (ii) retained in any manner by Generic or 1989670 Ontario Limited in connection with properties disposed by Generic or 1989670 Ontario Limited.

3.14 Mining Matters

The consolidated operations of Generic are and have been conducted in accordance with good mining industry practices and in material compliance with applicable laws, rules, regulations, orders and directions of government and other competent authorities.

3.15 License and Title

Generic is the absolute legal and beneficial owner of, and has good and marketable title to, all of its property or assets (real and personal, tangible and intangible, including leasehold interests) including all the properties and assets reflected in the balance sheet forming part of Generic's financial statements for the year ended December 31, 2018, except as indicated in the notes thereto, and such properties and assets are not subject to any mortgages, liens, charges, pledges, security interests, encumbrances, claims, demands, or defect in title of any kind except as is reflected in the balance sheets forming part of such financial statements and in the notes thereto and Generic owns, possesses, or has obtained and is in compliance in all material respects with, all licenses, permits, certificates, orders, grants and other authorizations of or from any Government Authority necessary to conduct its business as currently conducted, in accordance in all material respects with applicable Laws.

3.16 Indebtedness

As at the date of this Agreement, no indebtedness for borrowed money was owing or guaranteed by Generic or Subco.

3.17 Undisclosed Liabilities

There are no liabilities of Generic or Subco of any kind whatsoever, whether or not accrued and whether or not determined or determinable, in respect of which Generic may become liable on or after the consummation of the Business Combination contemplated hereby other than:

(a) liabilities disclosed on or reflected or provided for in the most recent financial statements of Generic included in the Generic Securities Documents; and

(b) liabilities incurred in the ordinary and usual course of business of Generic and attributable to the period since June 30, 2019, none of which has had or may reasonably be expected to have a Material Adverse Effect on Generic.

3.18 Due Diligence Investigations

All information relating to the business, assets, liabilities, properties, capitalization or financial condition of Generic provided by Generic or any of its Advisers to the Company is true, accurate and complete in all material respects.

3.19 Brokers

Other than the Finder's Fee, none of Generic or, to the Knowledge of Generic, its Associates, Affiliates or Advisers have retained or incurred any liability to any broker or finder in connection with the Business Combination or the other transactions contemplated hereby. For greater certainty, such Finder's Fee shall be paid by Generic prior to completion of the Business Combination, and neither the Company nor the Resulting Issuer shall be responsible for the payment of the Finder's Fee, nor shall the Finder's Fee affect the capital position of the Resulting Issuer upon completion of the Business Combination.

3.20 Anti-Bribery Laws

Since January 1, 2017, neither Generic nor Subco nor to the Knowledge of Generic, any director, officer, employee or consultant of the foregoing, has (i) violated any anti-bribery or anti-corruption Laws applicable to Generic or Subco, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended, and Canada's *Corruption of Foreign Public Officials Act*, or (ii) offered, paid, promised to pay, or authorized the payment of any money, or offered, given, promised to give, or authorized the giving of anything of value, that goes beyond what is reasonable and customary and/or of modest value: (X) to any Government Official, whether directly or through any other person, for the purpose of influencing any act or decision of a Government Official in his or her official capacity; inducing a Government Official to do or omit to do any act in violation of his or her lawful duties; securing any improper advantage; inducing a Government Official to influence or affect any act or decision of any Government Authority; or assisting any representative of Generic or Subco in obtaining or retaining business for or with, or directing business to, any person; or (Y) to any person, in a manner that is reasonably likely to constitute or have the purpose or effect of public or commercial bribery, or the acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business or any improper advantage. Neither Generic nor Subco nor to the Knowledge of Generic, any director, officer, employee, consultant, representative or agent of foregoing, has (i) conducted or initiated any review, audit, or internal investigation that concluded Generic or Subco or any director, officer, employee, consultant, representative or agent of the foregoing violated such Laws or committed any wrongdoing, or (ii) made a voluntary, directed, or involuntary disclosure to any Government Authority responsible for enforcing anti-bribery or anti-corruption Laws, in each case with respect to any alleged act or omission arising under or relating to non-compliance with any such Laws, or received any notice, request, or citation from any person alleging non-compliance with any such Laws.

3.21 Investment Company Status

Generic is not an "investment company" as defined in the United States Investment Company Act of 1940, as amended, registered or required to be registered under such Act.

3.22 No Bad Actor Disqualifications

None of Generic, any of its predecessors, any director, executive officer, or other officer of Generic participating in the Amalgamation, any beneficial owner of 20% or more of Generic's outstanding voting equity securities, calculated on the basis of voting power, nor any promoter

(as that term is defined in Rule 405 under the U.S. Securities Act) connected with Generic in any capacity at the time of sale is subject to any of the "Bad Actor" disqualifications described in Rule 506(d)(1)(i) to (viii) of Regulation D, except for a any such event covered by Rule 506(d)(2) or (d)(3) of Regulation D.

3.23 No Other Representations and Warranties

Except for the representations and warranties contained in this Article 3, none of Generic, Subco, 1989670 Ontario Limited or any other Person has made or makes any other express or implied representation or warranty, either written or oral, on behalf of Generic or Subco.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company represents and warrants to and in favor of Generic and Subco as follows, and acknowledges that Generic and Subco are relying upon such representations and warranties in connection with the completion of the Business Combination contemplated herein:

4.1 Organization and Good Standing

(a) The Company and each of the Company Subsidiaries is a corporation duly organized, validly existing, and in good standing under the Laws of the jurisdiction of its incorporation and is qualified to transact business and is in good standing as a foreign corporation in the jurisdictions where it is required to qualify in order to conduct its business as presently conducted, except where the failure to be so qualified would not have a Material Adverse Effect on the Company or the Company Subsidiaries. Except for the Company Subsidiaries, there are no other subsidiaries of the Company.

(b) The Company has the corporate power and authority under British Columbia Law to own, lease or operate its properties and to carry on its business as now conducted.

4.2 Consents, Authorizations, and Binding Effect

(a) The Company may execute, deliver and perform this Agreement without the necessity of obtaining any consent, approval, authorization or waiver, or giving any notice or otherwise, except:

(i) the approval of the CSE for the Business Combination and other transactions contemplated hereby;

(ii) approval by the Company Shareholders of the Amalgamation;

(iii) the filing of the Amalgamation Application with the British Columbia Registrar of Companies under the BCBCA;

(iv) such other consents, approvals, authorizations and waivers which have been obtained (or will be obtained prior to the Effective Date) and are (or will be at the

Effective Time) unconditional, and in full force and effect, and notices which have been given on a timely basis; and

(v) those which, if not obtained or made, would not prevent or delay the consummation of the Amalgamation and the Business Combination or otherwise prevent the Company from performing its obligations under this Agreement and would not be reasonably likely to have a Material Adverse Effect on the Company.

(b) The Company has full corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder and to complete the Amalgamation and the Business Combination, subject to the approval of the Company Meeting Matters by the Company Shareholders.

(c) This Agreement has been duly executed and delivered by the Company and (assuming due Authorization, execution and delivery by all other Parties hereto) constitutes a legal, valid, and binding obligation of the Company, enforceable against it in accordance with its terms, except:

(i) as may be limited by bankruptcy, reorganization, insolvency and similar Laws of general application relating to or affecting the enforcement of creditors' rights or the relief of debtors; and

(ii) that the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefor may be brought.

(d) The execution, delivery, and performance of this Agreement will not:

(i) constitute a violation of the articles of incorporation and bylaws of the Company;

(ii) conflict with, result in the breach of or constitute a default or give to others a right of termination, cancellation, creation or acceleration of any obligation under or the loss of any material benefit under or the creation of any benefit or right of any third party under any Contract, permit or license to which the Company is a party or as to which any of its property is subject, except where the occurrence of any item described in this clause (ii) would not have a Material Adverse Effect on the Company;

(iii) except as otherwise provided in Section 4.15(b), constitute a violation of any Law applicable or relating to the Company or its business except for such violations which would not have a Material Adverse Effect on the Company; or

(iv) result in the creation of any lien upon any of the assets of the Company other than such liens as would not have a Material Adverse Effect on the Company.

(e) Other than pursuant to this Agreement, neither the Company nor any Affiliate or Associate of the Company nor, to the Knowledge of the Company, any director or

officer of the Company beneficially owns or has the right to acquire a beneficial interest in any Generic Common Shares.

4.3 Litigation and Compliance

(a) Other than as disclosed in writing to Generic, there are no actions, suits, claims or proceedings, whether in equity or at Law or, any Government investigations pending or, to the Knowledge of the Company, threatened:

(i) against or affecting the Company or with respect to or affecting any asset or property owned, leased or used by the Company; or

(ii) which question or challenge the validity of this Agreement, or the Amalgamation or the Business Combination, or any action taken or to be taken pursuant to this Agreement, the Amalgamation or the Business Combination;

except for actions, suits, claims or proceedings which would not, in the aggregate, have a Material Adverse Effect on the Company. To the Knowledge of the Company, no fact or circumstance exists that is reasonably certain to form the basis for any such action, suit, claim, proceeding or investigation described in immediately preceding clauses (i) or (ii).

(b) Except as otherwise provided in Section 4.15(b), the Company is conducting its business in compliance with, and is not in default or violation under, and has not received written notice asserting the existence of any default or violation under, any Law applicable to its business or operations, except for non-compliance, defaults and violations which would not, in the aggregate, have a Material Adverse Effect on the Company.

(c) Neither the Company, nor any asset of the Company is subject to any judgment, order or decree entered in any lawsuit or proceeding which has had, or which is reasonably likely to have, a Material Adverse Effect on the Company or which is reasonably likely to prevent the Company from materially performing its obligations under this Agreement.

(d) Since January 1, 2017, (i) the Company has duly filed or made all reports and returns required to be filed by it with any Government Authority and (ii) has obtained all permits, licenses, consents, approvals, certificates, registrations and authorizations (whether Government, regulatory or otherwise) which are required in connection with its business and operations as currently conducted, except where the failure to do so has not had and would not have a Material Adverse Effect on the Company.

4.4 Financial Statements

(a) The balance sheet of the Company as at December 31, 2017 and as at December 31, 2018 and the related statements of income for the years then ended (the "**Annual Financial Statements**"), and the balance sheet of the Company as at June 30, 2019, and the related statement of income for the six-month period then ended (the "**Interim Financial Statements**", and together with the Annual Financial Statements, collectively, the "**Financial Statements**"), were each prepared in accordance with IFRS in all material respects, applied on a consistent basis during the periods involved (except as may be indicated therein or in the notes

thereto), subject, in the case of the Interim Financial Statements, to normal and recurring year-end adjustments and the absence of notes. The Financial Statements fairly present in all material respects the consolidated assets, liabilities and financial condition of the Company as of the respective dates thereof and the consolidated earnings, results of operations and changes in financial position of the Company for the periods then ended, all in accordance with the IFRS.

(b) Other than as disclosed in the financial statements or in employment agreements entered into in the ordinary course, there are no contracts with the Company, on the one hand, and: (i) any officer or director of the Company; (ii) any holder of 5% or more of the equity securities of the Company; or (iii) an Associate or Affiliate of a person in (i) or (ii), on the other hand.

4.5 Taxes

The Company has timely filed, or has caused to be timely filed on its behalf, all Tax Returns required to be filed by it prior to the date hereof, all such Tax Returns are complete and accurate in all material respects. All Taxes shown to be due on such Tax Returns, or otherwise owed, have been timely paid, other than those which are being contested in good faith and in respect of which adequate reserves have been provided in the financial statements of the Company. No deficiency with respect to any unpaid Taxes has been proposed, asserted or assessed in writing by any Government against the Company. There are no actions, suits, proceedings, investigations or claims pending or, to the Knowledge of the Company, threatened against the Company in respect of Taxes or any matters under discussion with any Government relating to Taxes, in each case which are reasonably likely to have a Material Adverse Effect on the Company, and no extensions of the time to assess any such Taxes are outstanding or pending. The Company has withheld from each payment made to any of its employees, officers or directors, the amount of all Taxes required to be withheld therefrom and have paid the same to the proper tax or receiving officers within the time required under applicable Law. There are no liens for Taxes upon any asset of the Company except liens for Taxes not yet due.

4.6 Brokers

Other than in connection with the Private Placement, neither the Company nor to the Knowledge of the Company any of its Associates, Affiliates or Advisors have retained or incurred any liability to any broker or finder in connection with the Business Combination or the other transactions contemplated hereby.

4.7 Anti-Bribery Laws

Since January 1, 2017, neither the Company nor to the Knowledge of the Company, any director, officer, employee or consultant of the Company, has (i) violated any anti-bribery or anti-corruption Laws applicable to the Company, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended, and Canada's *Corruption of Foreign Public Officials Act*, or (ii) offered, paid, promised to pay, or authorized the payment of any money, or offered, given, promised to give, or authorized the giving of anything of value, that goes beyond what is reasonable and customary and/or of modest value: (X) to any Government Official, whether directly or through any other person, for the purpose of influencing any act or decision of a

Government Official in his or her official capacity; inducing a Government Official to do or omit to do any act in violation of his or her lawful duties; securing any improper advantage; inducing a Government Official to influence or affect any act or decision of any Government Authority; or assisting any representative of the Company in obtaining or retaining business for or with, or directing business to, any person; or (Y) to any person, in a manner that is reasonably likely to constitute or have the purpose or effect of public or commercial bribery, or the acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business or any improper advantage. Neither the Company nor to the Knowledge of the Company, any director, officer, employee, consultant, representative or agent of foregoing, has (i) conducted or initiated any review, audit, or internal investigation that concluded the Company or any director, officer, employee, consultant, representative or agent of the foregoing violated such Laws or committed any material wrongdoing, or (ii) made a voluntary, directed, or involuntary disclosure to any Government Authority responsible for enforcing anti-bribery or anti-corruption Laws, in each case with respect to any alleged act or omission arising under or relating to non-compliance with any such Laws, or received any notice, request, or citation from any person alleging non-compliance with any such Laws.

4.8 Subsidiaries

(a) All of the outstanding shares in the capital of each of the Company Subsidiaries are directly or indirectly owned by the Company free and clear of all liens. The Company does not own, directly or indirectly, any equity interest of or in any entity or enterprise organized under the Laws of any domestic or foreign jurisdiction other than the Company Subsidiaries.

(b) All outstanding shares in the capital of, or other equity interests in, the Company Subsidiaries have been duly authorized and are validly issued, fully paid and non-assessable.

4.9 Capitalization

(a) As at the date hereof, the authorized capital of the Company consists of an unlimited number of Company Common Shares, of which 110,149,930 Company Common Shares are issued and outstanding.

(b) All issued and outstanding shares in the capital of the Company have been duly authorized and are validly issued, fully paid and non-assessable, free of pre-emptive rights.

(c) There are no authorized, outstanding or existing:

(i) voting trusts or other agreements or understandings with respect to the voting of any Company Common Shares to which the Company is a party;

(ii) securities issued by the Company that are convertible into or exchangeable for Company Common Shares (other than Company Warrants, the Private Placement Broker Warrants, the Private Placement Purchase Warrants, the Company Broker Warrants, the Company Options, the Company RSUs and the Subscription Receipts currently outstanding);

(iii) agreements, options, warrants, or other rights capable of becoming agreements, options or warrants to purchase or subscribe for any Company Common Shares or securities convertible into or exchangeable or exercisable for any such Company Common Shares, in each case granted, extended or entered into by the Company (other than the Company Warrants, the Private Placement Broker Warrants, the Private Placement Purchase Warrants, the Company Broker Warrants, the Company Options, the Company RSUs and the Subscription Receipts currently outstanding);

(iv) agreements of any kind to which the Company is party relating to the issuance or sale of any Company Common Shares, or any securities convertible into or exchangeable or exercisable for any Company Common Shares (other than the certificates representing the Company Warrants, the Private Placement Broker Warrants, the Private Placement Purchase Warrants, the Company Broker Warrants, the Company Options, the Company RSUs and the Subscription Receipts currently outstanding) or requiring the Company to register securities of the Company under the U.S. Securities Act or any applicable state securities Laws; or

(v) agreements of any kind which may obligate the Company to issue or purchase any of its securities (other than the Company Warrants, the Private Placement Broker Warrants, the Private Placement Purchase Warrants, the Company Broker Warrants, the Company Options, the Company RSUs and the Subscription Receipts currently outstanding).

4.10 Investment Company Status

The Company is not, and as a result of the Private Placement, it will not be, an "investment company" pursuant to the United States Investment Company Act of 1940, as amended, registered or required to be registered under such Act.

4.11 Foreign Private Issuer Status

Upon completion of the Business Combination, assuming the accuracy of the representations and warranties made to the Company by various parties in connection with the Business Combination and the Private Placement, the Resulting Issuer shall be a "foreign private issuer" as defined in Rule 3b-4 promulgated under the U.S. Securities Exchange Act of 1934, as amended.

4.12 Exemption From Registration

The Company understands that it is the intention of the Parties that the Resulting Issuer Common Shares to be issued pursuant to the Business Combination be exempt from the registration requirements of the U.S. Securities Act and all applicable state securities laws pursuant to (i) Rule 506(b) of Regulation D under the U.S. Securities Act and/or Section 4(a)(2) of the U.S. Securities Act for the issuance of Resulting Issuer Common Shares to Persons in the United States, and (ii) pursuant to Regulation S under the U.S. Securities Act for the issuance of Resulting Issuer Common Shares to Persons outside the United States. The Company has informed each Company Shareholder that is not a Private Placement Shareholder that the Resulting Issuer Common Shares have not been and will not be registered under the U.S. Securities Act and all applicable state securities laws, and that the Resulting Issuer Common

Shares issued to Persons in the United States will be "restricted securities" as such term is defined in Rule 144(a)(3) under the U.S. Securities Act. The Company has determined that each such Company Shareholder (i) alone, or with the assistance of the Company Shareholder's professional advisors, has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of its investment in the Resulting Issuer Common Shares and is able, without impairing such Company Shareholder's financial condition, to hold such Resulting Issuer Common Shares for an indefinite period of time and to bear the economic risks, and withstand a complete loss, of such investment, and (ii) has had the opportunity to discuss the Company's business, management and financial affairs with the Company's management and has had access to such additional information, if any, concerning the Company, Generic and the Resulting Issuer as it has considered necessary in connection with its investment decision to acquire the Resulting Issuer Common Shares. The Company has not offered or sold the Resulting Issuer Common Shares by any form of "general solicitation" or "general advertising" (as those terms are used in Regulation D under the U.S. Securities Act), including, but not limited to, any advertisements, articles, notices or other communications published in any newspaper, magazine or similar media or on the Internet or broadcast over radio, television or the Internet, or any seminar or meeting whose attendees have been invited by general solicitation or general advertising.

4.13 Title to Assets

The Company owns or has all necessary rights to use (as currently used) all property and assets owned or used in the business of the Company (as currently conducted) that is material to the conduct of its business (as currently conducted) free and clear of any actual, pending or, to the Knowledge of the Company, threatened claims, liens, charges, options, set-offs, free-carried interests, royalties, encumbrances, security interests or other interests whatsoever other than: (a) those disclosed in writing to Generic; or (b) those incurred in the ordinary course of business.

4.14 No Bad Actor Disqualifications

None of the Company, any of its predecessors, any director, executive officer, or other officer of the Company participating in the Amalgamation, any beneficial owner of 20% or more of the Company's outstanding voting equity securities, calculated on the basis of voting power, or any promoter (as that term is defined in Rule 405 under the U.S. Securities Act) connected with the Company in any capacity at the time of sale is subject to any of the "Bad Actor" disqualifications described in Rule 506(d)(1)(i) to (viii) of Regulation D, except for any such event covered by Rule 506(d)(2) or (d)(3) of Regulation D.

4.15 No Other Representations and Warranties; United States Federal Laws

(a) Except for the representations and warranties contained in this Article 4 and as otherwise provided in Section 4.15(b), neither the Company nor any other Person has made or makes any other express or implied representation or warranty, either written or oral, on behalf of the Company.

(b) Notwithstanding anything in this Agreement or the other documents contemplated hereby to the contrary, neither the Company nor any of its directors, officers,

shareholders, employees or other agents make any representation or warranty, whether express or implied, written or oral, on behalf of the Company as to the applicability of and compliance with United States federal Law dealing with the possession, use, cultivation, and/or transfer of cannabis (i.e., marijuana) and any related drug paraphernalia (including but not limited to Title 21 of the United States Code, *the U.S. Controlled Substances Act*, and 26 U.S.C. § 280E) as it relates to the Company, its business and assets or to the transactions contemplated by this Agreement.

ARTICLE 5
SURVIVAL OF REPRESENTATIONS AND WARRANTIES

5.1 No Survival of Representations and Warranties

The representations and warranties made by the Parties and contained in this Agreement shall not survive the Effective Date.

ARTICLE 6
COVENANTS OF THE PARTIES

The Company and Generic hereby covenant and agree as follows until the earlier of the Effective Date or the termination of this Agreement in accordance with its terms:

6.1 Necessary Consents

Each of the Company and Generic shall use its commercially reasonable efforts to obtain from their respective directors, shareholders and all federal, provincial, state or other governmental or administrative bodies such approvals or consents as are required to complete the transactions contemplated herein.

6.2 Ordinary Course Operations

Until the earlier of Effective Time or the termination of this Agreement pursuant Article 9 of this Agreement, Generic shall not, enter into any contract in respect of its business or assets, other than in the ordinary course of business, or as otherwise contemplated by this Agreement including, without limitation, the settlement of certain indebtedness of Generic (including the Finder's Fee) of not less than $350,000, the Generic Asset Transfer and the Generic Meeting Matters, and Generic shall continue to carry on its business and maintain its assets, in the ordinary course of business, with the exception of reasonable costs incurred in connection with the Business Combination (with professional fees associated with the preparation of the Generic Meeting Materials, this Agreement and the completion of the Business Combination limited to a maximum of $100,000), plus disbursements and, without limitation, but subject to the above exceptions, shall maintain payables and other liabilities at levels consistent with past practice, shall not engage or commit to engage in any material transactions, including any form of debt or equity or royalty financing, shall not make or commit to make distributions, dividends or special bonuses, shall not repay or commit to repay any shareholders' loans, or enter into or renegotiate or commit to enter into or renegotiate any employment, management or consulting agreement with any person, in each case without the prior written consent of the Company, acting reasonably.

6.3 Non-Solicitation

Each Party hereby covenants and agrees, from the date hereof until the earlier of the Effective Time or the termination of this Agreement pursuant to Article 9 of this Agreement, not to, directly or indirectly, solicit, initiate, knowingly encourage, cooperate with or facilitate (including by way of furnishing any non-public information or entering into any form of agreement, arrangement or understanding) the submission, initiation or continuation of any oral or written inquiries or proposals or expressions of interest regarding, constituting or that may reasonably be expected to lead to any activity, arrangement or transaction or propose any activities or solicitations in opposition to or in competition with the Business Combination, and without limiting the generality of the foregoing, not to induce or attempt to induce any other person to initiate any stockholder proposal, tender offer, or "takeover bid," exempt or otherwise, within the meaning of the *Securities Act* (Ontario), for securities or assets of the Party, nor to undertake any transaction or negotiate any transaction which would be or potentially could be in conflict with the Business Combination, including, without limitation, allowing access to any third party (other than its Advisers) to conduct due diligence, nor to permit any of its officers or directors to authorize such access, except as required by statutory obligations or in respect of which the Party's board of directors determines, in its good faith judgement, after receiving advice from its legal Advisers, that failure to recommend such alternative transaction to the Party's shareholders would be a breach of its fiduciary duties under applicable Law. In the event the Parties or any of their respective Affiliates, including any of their officers or directors, receives any form of offer or inquiry in respect of the foregoing, the Party shall forthwith (in any event within one Business Day following receipt) notify the other Parties of such offer or inquiry and provide the other Parties with such details as they may request.

6.4 All Other Action

Each Party shall cooperate fully with the other Parties and will use all reasonable commercial efforts to assist the other Parties in their efforts to complete the Business Combination, unless such cooperation and efforts would subject the Party to unreasonable cost or liability or would be in breach of applicable Law.

ARTICLE 7
CONDITIONS TO OBLIGATIONS OF PARTIES

7.1 Conditions for the Benefit of Generic and Subco

The obligation of Generic and Subco to complete the Business Combination is subject to the satisfaction of the following conditions on or prior to the Effective Date, each of which may be waived by Generic and Subco:

(a) **Truth of Representations and Warranties**. The representations and warranties of the Company set forth in Article 4 qualified as to materiality shall be true and correct, and the representations and warranties not so qualified shall be true and correct in all material respects as of the date of this Agreement and on the Effective Date as if made on the Effective Date, except for such representations and warranties made expressly as of a specified date which shall be true and correct in all material respects as of such date, and Generic shall

have received a certificate signed on behalf of the Company by an executive officer thereof to such effect dated as of the Effective Date.

(b) **Performance of Obligations**. The Company shall have performed and complied in all material respects with all covenants and agreements required by this Agreement to be performed or complied with by them prior to or on the Effective Date, and Generic shall have received a certificate signed on behalf of the Company by an executive officer thereof to such effect dated as of the Effective Date.

(c) **No Material Adverse Change**. There shall not have occurred any Material Adverse Change in the Company since the date of this Agreement.

(d) **Private Placement**. The Private Placement shall have been completed. The Subscription Receipts shall have been exchanged into Company Common Shares and Private Placement Purchase Warrants in accordance with their terms and the Escrowed Proceeds shall have been released from escrow.

(e) **Due Diligence of Company**. Generic shall have completed its due diligence with respect to the Company and shall be satisfied with the results of its investigations, acting reasonably.

(f) **Company Financial Statements**. Generic shall have received audited financial statements of the Company as at and for the years ended December 31, 2018 and December 31, 2017 and the unaudited financial statements of the Company as at and for the six-month period ended June 30, 2019, in a form acceptable to Generic, acting reasonably.

7.2 Conditions for the Benefit of the Company

The obligation of the Company to complete the Business Combination is subject to the satisfaction of the following conditions on or prior to the Effective Date, each of which may be waived by the Company:

(a) **Truth of Representations and Warranties**. The representations and warranties of Generic and Subco set forth in Article 3 qualified as to materiality shall be true and correct, and the representations and warranties not so qualified shall be true and correct in all material respects as of the date hereof and on the Effective Date as if made on the Effective Date, except for such representations and warranties made expressly as of a specified date which shall be true and correct in all material respects as of such date, and the Company shall have received certificates signed on behalf of Generic and Subco, respectively, by an executive officer thereof to such effect dated as of the Effective Date.

(b) **Performance of Obligations**. Generic and Subco shall have performed and complied in all material respects with all covenants and agreements required by this Agreement to be performed or complied with by Generic and Subco, respectively, prior to or on the Effective Date, and the Company shall have received certificates signed on behalf of Generic and Subco, respectively, by an executive officer thereof to such effect dated as of the Effective Date.

(c) **No Material Adverse Change**. There shall not have occurred any Material Adverse Change any of Generic or Subco since the date of this Agreement.

(d) **Company Shareholder Approval**. The Company Shareholders shall have approved the Amalgamation and the Business Combination, in the manner required under the BCBCA.

(e) **Resignations of Directors and Officers**. All of the current directors and officers of Generic and Subco shall have resigned without payment by or any liability to Generic, the Company, Subco or the Resulting Issuer, and each such director and officer shall have executed and delivered a release in favor of Generic, Subco, the Company and the Resulting Issuer, in a form acceptable to Generic and the Company, each acting reasonably.

(f) **Generic Asset Transfer**. The Generic Asset Transfer shall have been completed, in a manner acceptable to the Company, acting reasonably, and Generic shall provide evidence, satisfactory to the Company, to indicate that Generic has no liabilities (contingent or otherwise) in connection with such assets transferred in accordance with the Generic Asset Transfer and historical mining-related activities.

(g) **Continuance, Generic Share Consolidation, Name Change and Share Structure Amendment**. The Company shall be satisfied in its sole discretion that, immediately prior to the Effective Time, Generic shall have implemented the Continuance, the Generic Share Consolidation, the Name Change, and the Share Structure Amendment.

(h) **No Generic Liabilities**. The Company shall be satisfied in its sole discretion that, at the time of the completion of the Business Combination, Generic and Subco have aggregate liabilities not exceeding $350,000 and professional fees with respect to its Advisers not exceeding $100,000 (not including any disbursements and applicable taxes on such fees).

7.3 Mutual Conditions

The obligations of Generic, Subco, and the Company to complete the Business Combination are subject to the satisfaction of the following conditions on or prior to the Effective Date, each of which may be waived only with the consent in writing of Generic and the Company:

(a) **Consents and Approvals**. All consents, waivers, permits, exemptions, orders and approvals required to permit the completion of the Business Combination, the failure of which to obtain could reasonably be expected to have a Material Adverse Effect on the Company or Generic or materially impede the completion of the Business Combination, shall have been obtained.

(b) **No Proceedings**. There shall not be pending or threatened any suit, action or proceeding by any Government Entity, before any court or Government Authority, agency or tribunal, domestic or foreign, that has a significant likelihood of success, seeking to restrain or prohibit the consummation of the Business Combination or any of the other transactions

contemplated by this Agreement or seeking to obtain from Generic or Subco any damages that are material in relation to Generic or Subco.

(c) **No Cease Trade Order**. On the Effective Date, no cease trade order or similar restraining order of any other securities administrator relating to the Generic Common Shares, the Resulting Issuer Common Shares, the Restricted Voting Shares or the Company Common Shares shall be in effect.

(d) **Listing of Resulting Issuer Common Shares**. The Resulting Issuer Common Shares to be issued pursuant to the Business Combination shall have been accepted for listing on the CSE, subject to standard conditions, on the Effective Date or as soon as practicable thereafter.

(e) **No Registration Required**. The Parties shall be satisfied that the exchange of Company Common Shares for Resulting Issuer Common Shares shall be exempt from registration under all applicable United States federal and state securities Laws.

(f) **Canadian Prospectus and Registration Exemption**. The distribution of Company Common Shares and the Resulting Issuer Common Shares pursuant to the Business Combination shall be exempt from the prospectus and registration requirements of applicable Canadian Securities Law either by virtue of exemptive relief from the securities regulatory authorities of each of the provinces of Canada or by virtue of applicable exemptions under Canadian Securities Laws and shall not be subject to resale restrictions under applicable Canadian Securities Laws (other than as applicable to control persons) or pursuant to section 2.6 of National Instrument 45-102 – *Resale of Securities of the Canadian Securities Administrators*).

(g) **No Termination**. This Agreement shall not have been terminated in accordance with its terms.

ARTICLE 8
CLOSING

8.1 Time of Closing

The closing of the transactions contemplated herein on the Effective Date shall be completed at the offices of DLA Piper (Canada) LLP, Suite 6000, 1 First Canadian Place, PO Box 367, 100 King St W, Toronto, Ontario M5X 1E2, Canada at Effective Time on the Effective Date.

8.2 Company Closing Documents

On the Effective Date, the Company shall deliver to Generic the following documents (the "**Company Closing Documents**"):

(a) a certified copy of the resolutions of the directors and Company Shareholders approving and authorizing the transactions herein contemplated;

(b) a certified copy of the organizational documents of the Company from the British Columbia Registrar of Companies;

(c) a good standing certificate with respect to the Company from the British Columbia Registrar of Companies;

(d) certificate(s) of an executive officer of the Company confirming those matters set forth in Sections 7.1(a) and 7.1(b);

(e) a signed direction from the Company and the Agents confirming that the escrow release conditions under the Subscription Receipt Agreement have been satisfied (or waived);

(f) documents effecting the Amalgamation signed by the Company; and

(g) confirmation from the British Columbia Registrar of Companies of the effectiveness of the Amalgamation.

8.3 Generic Closing Documents.

On the Effective Date, Generic shall deliver to the Company the following documents (the "**Generic Closing Documents**"):

(a) certificates in the respective names of the holders of the Company Common Shares representing (or confirmation of electronic registration of) the Resulting Issuer Common Shares issuable to such holders pursuant to the Amalgamation (such certificates or electronic registration to be registered and prepared in accordance with a written direction to be provided by the Company prior to the Effective Time);

(b) certificates or agreements in the respective names of the holders of the Private Placement Broker Warrants, the Private Placement Purchase Warrants, the Company Broker Warrants, the Company Warrants, the Company Options and the Company RSUs representing in the aggregate the Resulting Issuer Broker Warrants, the Resulting Issuer Warrants, the Resulting Issuer Options and the Resulting Issuer RSUs issuable to such holders, as applicable, pursuant to the Amalgamation (such certificates to be registered and prepared in accordance with a written direction to be provided by the Company prior to the Effective Time);

(c) copies of the list of defaulting issuers published by each of the Ontario Securities Commission, the Alberta Securities Commission and the British Columbia Securities Commission showing that Generic does not appear on a list of defaulting reporting issuers maintained by the Ontario Securities Commission, the Alberta Securities Commission and the British Columbia Securities Commission, respectively;

(d) a certified copy of the resolutions of the directors of Generic and Subco, and of Generic as the sole shareholder of Subco approving and authorizing the transactions herein contemplated and a certified copy of the resolutions of Generic Shareholders approving the Generic Meeting Matters;

(e) a certified copy of the constating or organizational documents of each of Generic and Subco from their applicable regulators in the jurisdiction of organization;

(f) a good standing certificate for each of Generic and Subco from their applicable regulators in the jurisdiction of organization;

(g) approval of the CSE of the listing of that number of the Resulting Issuer Common Shares equal to the number of Resulting Issuer Common Shares issued and outstanding and reserved for issuance pursuant to the conversion of the Restricted Voting Shares outstanding, if any, and the exercise of Resulting Issuer Warrants, Resulting Issuer Broker Warrants and Resulting Issuer Options, or payable under the Resulting Issuer RSUs;

(h) documents evidencing the completion of the Generic Asset Transfer, the Name Change, the Generic Share Consolidation and the Share Structure Amendment, in a form acceptable to the Company, acting reasonably;

(i) certificate(s) of an executive officer of Generic confirming those matters set forth in Sections 7.2(a) and 7.2(b); and

(j) documents effecting the Amalgamation signed by Generic and/or Subco, as applicable.

ARTICLE 9
TERMINATION

9.1 Termination

This Agreement may be terminated at any time prior to the Effective Time, whether before or after approval of the Subco Amalgamation Resolution by Generic or any other matters presented in connection with the Business Combination:

(a) by written agreement of the Parties to terminate this Agreement;

(b) by Generic or the Company if there has been a breach of any of the representations, warranties, covenants and agreements on the part of the other Party (the "**Breaching Party**") set forth in this Agreement, which breach has or is likely to result in the failure of the conditions set forth in Article 7, as the case may, to be satisfied and in each case has not been cured within ten (10) Business Days following receipt by the Breaching Party of written notice of such breach from the non-breaching Party (the "**Non-Breaching Party**"); or

(c) by any Party if any permanent order, decree, ruling or other action of a court or other competent authority restraining, enjoining or otherwise preventing the consummation of the Business Combination shall have become final and non-appealable.

9.2 Effect of Termination

Each Party's right of termination under this Article 9 is in addition to any other rights it may have under this Agreement or otherwise, and the exercise of a right of termination will not

be an election of remedies. Nothing in Article 9 shall limit or affect any other rights or causes of action any Party may have with respect to the representations, warranties, covenants and indemnities in its favor contained in this Agreement.

9.3 Break Fee

Notwithstanding any other provision of this Agreement, if at any time following the date of this Agreement, the Company receives a bona fide offer in writing (an "**Offer**") from a third party to acquire the assets or shares of the Company or to enter into an arrangement or agreement which would materially interfere with the Business Combination which the Company wishes to pursue at the instruction of its board of directors or a committee thereof, including without in any way limiting the generality of the foregoing, any such arrangement or agreement resulting from an unsolicited offer or proposal from a third party, then the Company may (i) furnish information with respect to the Company to the person making such Offer and its representatives and allow such person and its representatives access to the Company's facilities and properties and engage in discussions and negotiations with the person making such Offer and its representatives and (ii) enter into an agreement with respect to the Offer, provided the Company has delivered written notice to Generic of the intention of the Company to enter into an agreement with respect to such Offer, together with a copy of such agreement executed by the person making such Offer that is capable of acceptance by the Company, and the Company terminates this Agreement in writing and has previously paid, or concurrently with such termination pays, a cash payment to Generic, which payment shall constitute full and final compensation and remedy to Generic for any breach or the non-performance of this Agreement, equal to $50,000.

ARTICLE 10
GENERAL

10.1 Further Actions

From time to time, as and when requested by any Party, the other Parties shall execute and deliver, and use all commercially reasonable efforts to cause to be executed and delivered, such documents and instruments and shall take, or cause to be taken, such further or other actions as may be reasonably requested in order to:

(a) carry out the intent and purposes of this Agreement;

(b) effect the Amalgamation and the Business Combination (or to evidence the foregoing); and

(c) consummate and give effect to the other transactions, covenants and agreements contemplated by this Agreement.

10.2 Entire Agreement

This Agreement, which includes the Schedules hereto and the other documents, agreements, and instruments executed and delivered pursuant to or in connection with this Agreement, contains the entire Agreement between the Parties with respect to matters dealt

within herein and, except as expressly provided herein, supersedes all prior arrangements or understandings with respect thereto, including the Letter of Intent.

10.3 Descriptive Headings

The descriptive headings of this Agreement are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

10.4 Notices

All notices or other communications which are required or permitted hereunder shall be in writing and sufficient if delivered personally or sent by electronic mail, nationally recognized overnight courier, or registered or certified mail, postage prepaid, addressed as follows:

in the case of notice to Generic or Subco:

Generic Gold Corp.
Suite 1660, 141 Adelaide St. West
Toronto, Ontario
M5H 3L5

Attention: Kelly Malcolm
Email: kmalcolm@genericgold.ca

with copies to:

Irwin Lowy LLP
Suite 401, 217 Queen Street West
Toronto, Ontario
M5V 0R2

Attention: Chris Irwin
Email: cirwin@irwinlowy.com

in the case of notice to the Company:

OG DNA Genetics Inc.
5890 Greenridge Road
Castro Valley, CA 94552

Attention: [redacted]
Email: [redacted]

with copies to:

DLA Piper (Canada) LLP
Suite 6000, 1 First Canadian Place
100 King St W
Toronto, Ontario

M5X 1E2
Canada

Attention: Robert Fonn
Email: robert.fonn@dlapiper.com

Any such notices or communications shall be deemed to have been received: (i) if delivered personally or sent by nationally recognized overnight courier or by electronic mail, on the date of such delivery; or (ii) if sent by registered or certified mail, on the third Business Day following the date on which such mailing was postmarked. Any Party may by notice change the address to which notices or other communications to it are to be delivered or mailed.

10.5 Governing Law

This Agreement shall be governed by and construed in accordance with the Laws of the Province of Ontario without giving effect to the conflict of Law principles therein.

10.6 Successors and Assigns

This Agreement shall be binding upon and shall enure to the benefit of and be enforceable by the Parties and their respective successors and permitted assigns, provided that this Agreement shall not be assignable otherwise than by operation of Law by any Party without the prior written consent of the other Parties, and any purported assignment by any Party without the prior written consent of the other Parties shall be void.

10.7 Public Disclosure and Confidential Information

The Parties agree that no disclosure or announcement, public or otherwise, in respect of the Business Combination, this Agreement or the transactions contemplated herein shall be made by any Party or its Advisers without the prior agreement of the other Parties as to timing, content and method, hereto, provided that the obligations herein will not prevent any Party from making, after consultation with the other Parties, such disclosure as its counsel advises is required by applicable Law or the rules and policies of the CSE. If any of Generic, the Company, or Subco is required by applicable Law or regulatory instrument, rule or policy to make a public announcement with respect to the Business Combination, such Party hereto will provide as much notice to the other of them as reasonably possible, including the proposed text of the announcement.

Except as and only to the extent required by applicable Law, the Receiving Party will not disclose or use, and it will cause its Advisers not to disclose or use, any Confidential Information furnished by a Disclosing Party or its Advisers to the Receiving Party or its Advisers at any time or in any manner, other than for the purposes of evaluating the Business Combination.

10.8 Expenses

Each of the Parties hereto shall be responsible for its own costs and charges incurred with respect to the transactions contemplated herein including, without limitation, all costs and charges incurred prior to the date hereof and all legal and accounting fees and disbursements

relating to preparing this Agreement or otherwise relating to the transactions contemplated herein; provided, however (and for greater certainty), the Company shall be responsible for paying (i) all costs and fees payable to the CSE in connection with their review the Business Combination (including the review of the personal information forms to be submitted by the proposed executive officers and directors of the Resulting Issuer following completion of the Business Combination) and all listing fees in connection with Resulting Issuer Common Shares issued pursuant to the Business Combination, and (ii) the expenses of Generic subject to a maximum amount of $50,000 associated with the Generic Meeting and other fees related to the Business Combination; and (iii) the professional fees of Generic's Advisers, including legal fees, up to a maximum amount of $100,000 (excluding any disbursements and applicable taxes on such fees).

10.9 Remedies

The Parties acknowledge that an award of money damages may be inadequate for any breach of the obligations undertaken by the Parties and that the Parties shall be entitled to seek equitable relief, in addition to remedies at Law. In the event of any action to enforce the provisions of this Agreement, each of the Parties waive the defense that there is an adequate remedy at Law. Without limiting any remedies any Party may otherwise have, in the event any Party refuses to perform its obligations under this Agreement, the other Party shall have, in addition to any other remedy at Law or in equity, the right to specific performance.

10.10 Waivers and Amendments

Any waiver of any term or condition of this Agreement, or any amendment or supplementation of this Agreement, shall be effective only if in writing. A waiver of any breach or failure to enforce any of the terms or conditions of this Agreement shall not in any way affect, limit, or waive a Party's rights hereunder at any time to enforce strict compliance thereafter with every term or condition of this Agreement.

10.11 Illegalities

In the event that any provision contained in this Agreement shall be determined to be invalid, illegal, or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and the remaining provisions of this Agreement shall not, at the election of the Party for whose benefit the provision exists, be in any way impaired.

10.12 Currency

Except as otherwise set forth herein, all references to amounts of money in this Agreement are to Canadian Dollars, unless otherwise noted.

10.13 Counterparts

This Agreement may be executed in any number of counterparts by original or electronic signature, each of which will be an original as regards any Party whose signature appears thereon and all of which together will constitute one and the same instrument. This Agreement will

become binding when one or more counterparts hereof, individually or taken together, bears the signatures of all the Parties reflected hereon as signatories. Facsimile signatures or signatures received as a pdf attachment to electronic mail shall be treated as original signatures for all purposes of this Agreement.

10.14 Time of Essence

Time shall be of the essence hereof.

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IN WITNESS WHEREOF this agreement has been executed by the Parties hereto as of the date first above written.

GENERIC GOLD CORP.

By: *"Kelly Malcolm"*
Name: Kelly Malcolm
Title: President

1222150 B.C. LTD.

By: *"Kelly Malcolm"*
Name: Kelly Malcolm
Title: President

OG DNA GENETICS INC.

By: *"Joshua Hamlin"*
Name: Joshua Hamlin
Title: Chief Legal Officer

Schedule 1

Terms of Resulting Issuer Common Shares

(1) An unlimited number of **Resulting Issuer Common Shares**, without nominal or par value, having attached thereto the special rights and restrictions as set forth below:

(a) **Voting Rights**. Holders of Resulting Issuer Common Shares shall be entitled to notice of and to attend all meetings of the shareholders of the Corporation. At each such meeting holders of Resulting Issuer Common Shares shall be entitled to one vote in respect of each Resulting Issuer Common Share held, except for the purpose of the election of directors in which case the Resulting Issuer Common Shares carry cumulative voting rights. The holders of Resulting Issuer Common Shares and Restricted Voting Shares are expected to vote as one class at all meetings of shareholders of the Corporation, except as provided otherwise in the articles and notice of articles to be adopted upon completion of the Business Combination.

(b) **Alteration to Rights of Resulting Issuer Common Shares**. As long as any Resulting Issuer Common Shares remain outstanding, the Corporation will not, without the prior approval of two-thirds of votes cast at a meeting of the holders of the Resulting Issuer Common Shares duly called for such purpose, add, change or remove any of the rights, privileges, restrictions and conditions attached to the Resulting Issuer Common Shares.

(c) **Dividends**. Holders of Resulting Issuer Common Shares shall be entitled to receive as and when declared by the directors, dividends of the Corporation. No dividend will be declared or paid on the Resulting Issuer Common Shares unless the Corporation simultaneously declares or pays, as applicable, the same dividend on the Restricted Voting Shares.

(d) **Liquidation, Dissolution or Winding-Up**. In the event of the liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, or in the event of any other distribution of assets of the Corporation among its shareholders for the purpose of winding up its affairs, the holders of Resulting Issuer Common Shares shall, share rateably together with the holders of Restricted Voting Shares in such assets of the Corporation as are available for distribution.