

AMENDMENT AGREEMENT TO BUSINESS COMBINATION AGREEMENT

THIS AGREEMENT (the “**Agreement**”) is made the 26th day of April, 2019.

AMONG:

CANADIAN IMPERIAL VENTURE CORP., a corporation existing under the *Business Corporations Act* (British Columbia)

(“**CIVC**”)

AND:

CANNUS PARTNERS INC. d/b/a Ikānik Farms, a company existing under the *Canada Business Corporations Act*

(“**Cannus**”)

AND:

11326937 CANADA INC., a company existing under the *Canada Business Corporations Act*

(“**CIVC Subco**”)

WHEREAS:

- A. The Parties entered into a business combination agreement dated April 2, 2019 (the “**Business Combination Agreement**”);
- B. The Parties seek to amend the Business Combination Agreement to:
 - (i) modify Section 8.1(f)(i) of the Business Combination Agreement,
 - (ii) modify Section 8.1(f)(ii) of the Business Combination Agreement,
 - (iii) modify Section 8.1(f)(iii) of the Business Combination Agreement,
 - (iv) delete the condition precedent in favour of Cannus at Section 9.1(c)(i) of the Business Combination Agreement, and
 - (v) revise the definition of “Cannus Series A Warrants” in Schedule A of the Business Combination Agreement;
- C. Pursuant to Section 13.9 of the Business Combination Agreement, the Parties may amend the Business Combination by written agreement of all the Parties; and
- D. Capitalized terms used herein, including the recitals, and not otherwise defined herein shall have the meaning ascribed to them in the Business Combination Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and

sufficiency of which is hereby expressly acknowledged by each Party, the Parties hereto agree as follows:

1. **Amendments to Business Combination Agreement**

1.1. The Parties hereby agree to make the following amendments to the Business Combination Agreement:

- (a) Section 8.1(f)(i) of the Business Combination Agreement is deleted in its entirety and replaced with the following:

Subject to CSE listing requirements, each: (A) Cannus Shareholder who participated in the Cannus Share Exchange; (B) holder of Cannus Warrants (excluding Cannus Warrants issued in connection with the Cannus Seed Financing or to be issued in connection with the Debenture Financing); and (C) holder of Cannus Securities issued in connection with a Potential Acquisition, shall execute and deliver to CIVC a voluntary lock-up agreement in form and substance agreed to by CIVC and Cannus, each acting reasonably, to be effective as of the Effective Date, whereby such Person agrees that they will not offer, sell, transfer, pledge or otherwise dispose of or transfer the economic consequences of any New CIVC Shares or New CIVC Warrants (and any securities issuable upon exercise of such New CIVC Warrants) issued to or held by such Persons in exchange for the Cannus Securities held by such Persons by virtue of the issuances described above in this Section 8.1(f)(i) for a period of 120 days after the Listing date.

- (b) Section 8.1(f)(ii) of the Business Combination Agreement is deleted in its entirety and replaced with the following:

*Subject to CSE listing requirements, each: (A) Cannus Shareholder who participated in the Cannus Seed Financing; and (B) holder of Cannus Warrants issued in connection with the Cannus Seed Financing shall execute and deliver to CIVC a voluntary lock-up agreement in form and substance agreed to by CIVC and Cannus, each acting reasonably, to be effective as of the Effective Date, whereby such Person agrees that they will not offer, sell, transfer, pledge or otherwise dispose of or transfer the economic consequences of any New CIVC Shares or New CIVC Warrants (and any securities issuable upon exercise of such New CIVC Warrants) (collectively, the “**Locked-up Seed Financing Securities**”) issued to or held by such Persons in exchange for the Cannus Securities held by such Persons by virtue of the issuances described above in this Section 8.1(f)(ii) for a period of 90 days after the Listing date, with respect to 50% of the Locked-up Seed Financing Securities, and 180 days after the Listing date,*

with respect to the remaining 50% of the Locked-up Seed Financing Securities.

- (c) Section 8.1(f)(iii) of the Business Combination Agreement is deleted in its entirety and replaced with the following:

Subject to CSE listing requirements, each Person who participates in the Debenture Financing shall execute and deliver to CIVC a voluntary lock-up agreement, in form and substance agreed to by CIVC and Cannus, each acting reasonably, to be effective as of the Effective Date, whereby such Person agrees that they will not offer, sell, transfer, pledge or otherwise dispose of or transfer the economic consequences of any New CIVC Shares or New CIVC Warrants (and any securities issuable upon exercise of such New CIVC Warrants) issued to or held by such Persons in exchange for the Cannus Securities held by such Persons by virtue of the issuances described above in this Section 8.1(f)(iii) for a period of 120 days after the Listing date.

- (d) Section 9.1(c) (and for greater clarity, Section 9.1(c) includes Section 9.1(c)(i)) of the Business Combination Agreement is deleted in its entirety and replaced with the following:

On completion of the Business Combination and receipt of conditional approval for the listing on the CSE, each of the parties as required by the CSE shall have entered into an escrow agreement upon the terms and conditions imposed pursuant to the policies of the CSE and Canadian Securities Laws.

- (e) Schedule A to the Business Combination Agreement is hereby amended by deleting the existing definition of “Cannus Series A Warrants” with the following new definition:

***“Cannus Series A Warrants”** means the warrants to purchase Cannus Series A Shares, including the warrants that are exercisable for a period of 36 months following the closing date of the Cannus Seed Financing, at a price of CAD\$0.30 per Cannus Series A Share, and the warrants to purchase Cannus Series A Shares issued pursuant to the Debenture Financing.*

2. General

- 2.1. Capitalized terms used herein, including the recitals, and not otherwise defined herein shall have the meaning ascribed to them in the Business Combination Agreement.
- 2.2. Except as amended hereby, the Business Combination Agreement continues in full force and effect and the Business Combination Agreement and this Agreement will be read and construed together as one agreement. The Parties ratify and affirm the Business

Combination Agreement as amended hereby (the “**Amended Business Combination Agreement**”), and agree that the Amended Business Combination Agreement contains the entire understanding of the Parties hereto with respect to the subject matter hereof. The Amended Business Combination Agreement supersedes all prior agreements and understandings between the Parties with respect to the subject matter hereof.

- 2.3. Each Party, upon the request of another Party, shall do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged or delivered, all such further acts, deeds, documents and assurances as may be reasonably necessary or desirable to give effect to the transactions contemplated by the Amended Business Combination Agreement.
- 2.4. The Amended Business Combination Agreement is governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable herein, and the Parties hereby attorn to the jurisdiction of the Courts of competent jurisdiction of British Columbia in any proceeding hereunder.
- 2.5. This Agreement is effective as of the day, month and year written on the first page hereof notwithstanding the actual date of execution.
- 2.6. This Agreement may be executed in counterpart and such counterparts together shall constitute a single instrument. Delivery of an executed counterpart of this Agreement by electronic means, including by DocuSign, facsimile transmission or by electronic delivery in portable document format (“.pdf”), shall be equally effective as delivery of a manually executed counterpart hereof. The Parties acknowledge and agree that in any legal proceedings between them respecting or in any way relating to this Agreement, each waives the right to raise any defense based on the execution hereof in counterparts or the delivery of such executed counterparts by electronic means.

[The remainder of this page has been intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day, month and year first above written.

CANADIAN IMPERIAL VENTURE CORP.

By: "*Jacqueline M. Tucker*"

Name: Jacqueline M. Tucker
Title: Chief Executive Officer and Director

CANNUS PARTNERS INC.

By: "*Brian Baca*"

Name: Brian Baca
Title: Chief Executive Officer and Director

11326937 CANADA INC.

By: "*Jacqueline M. Tucker*"

Name: Jacqueline M. Tucker
Title: President and Director

BUSINESS COMBINATION AGREEMENT

AMONG

CANADIAN IMPERIAL VENTURE CORP.

- and -

CANNUS PARTNERS INC. d/b/a Ikanic Farms

- and -

11326937 CANADA INC.

Dated April 2, 2019

TABLE OF CONTENTS

ARTICLE 1 GENERAL	1
1.1 Defined Terms	1
1.2 Business Combination	2
1.3 Amalco.....	6
1.4 Board of Directors and Officers of CIVC	7
ARTICLE 2 DISSENT RIGHTS	7
2.1 Dissent Rights.....	7
ARTICLE 3 REPRESENTATIONS AND WARRANTIES OF CANNUS AND THE PRINCIPAL VENDOR	8
3.1 Organization and Good Standing	8
3.2 Consents, Authorizations, and Binding Effect.....	10
3.3 Litigation.....	12
3.4 Environmental Matters	13
3.5 Financial Statements	13
3.6 Leased Property.....	13
3.7 Taxes	14
3.8 Capitalization	14
3.9 Undisclosed Liabilities	14
3.10 Interests of Directors and Officer of Cannus	15
3.11 Employment Matters.....	15
3.12 Books and Records	16
3.13 Intellectual Property	16
3.14 Brokers	16
3.15 Applicable Laws.....	17
3.16 Anti-Bribery and Money Laundering Laws.....	17
ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF CIVC AND CIVC SUBCO	18
4.1 Organization and Good Standing	18
4.2 Consents, Authorizations, and Binding Effect.....	18
4.3 Litigation and Compliance	20
4.4 Public Filings; Financial Statements	21
4.5 Taxes	23
4.6 Employment Matters, Employee Plans and Labour Relations.....	23
4.7 Contracts, Etc.	24
4.8 Absence of Certain Changes, Etc.	26
4.9 Capitalization	26
4.10 Environmental Matters	27
4.11 Title	28
4.12 Indebtedness and Guarantees	28
4.13 Bankruptcy, etc.	28
4.14 Undisclosed Liabilities	28
4.15 Brokers	28
4.16 Books and Records	28
4.17 TSXV Policies.....	29

4.18	Expenses and Obligations	29
4.19	Share Issuance	29
4.20	Shareholder Approval.....	29
4.21	Public Disclosure Documents.....	29
4.22	No Misrepresentation	29
4.23	Anti-Bribery Laws	30
ARTICLE 5 COVENANTS OF CANNUS		30
5.1	Access	30
5.2	Ordinary Course.....	31
5.3	Closing Conditions	31
5.4	Listing Statement.....	31
5.5	Stock Exchange Listing.....	31
ARTICLE 6 COVENANTS OF CIVC.....		31
6.1	Access	31
6.2	Corporate Action.....	32
6.3	Ordinary Course.....	32
6.4	Insurance.....	33
6.5	Consolidation, Name Change and Creation of New Share Classes	34
6.6	Board Lots.....	34
6.7	Closing Conditions	34
6.8	Stock Exchange Listing.....	34
6.9	CIVC Subco	34
6.10	Directors and Management	34
6.11	New Incentive Plan	35
6.12	Working Capital.....	35
ARTICLE 7 OTHER COVENANTS OF THE PARTIES.....		35
7.1	Amalgamation	35
7.2	Consents and Notices	35
7.3	Circulars and Listing Statement	35
7.4	Defense of Proceedings	37
7.5	Press Releases	37
7.6	Non-Solicitation	37
7.7	Refrain from Certain Actions	39
7.8	Agreement of CIVC to Indemnify	39
7.9	Agreement of Cannus and the Principal Vendor to Indemnify	39
7.10	Third Party Claims	40
7.11	Exemptions from Registration Requirements of U.S. Securities Laws.....	42
ARTICLE 8 CONDITIONS TO OBLIGATIONS OF CIVC		43
8.1	Conditions Precedent in Favour of CIVC to Completion of the Business Combination.....	43
ARTICLE 9 CONDITIONS TO OBLIGATIONS OF CANNUS.....		45
9.1	Conditions Precedent in Favour of Cannus to Completion of the Business Combination.....	45
ARTICLE 10 MUTUAL CONDITIONS PRECEDENT.....		48
10.1	Mutual Conditions Precedent.....	48
ARTICLE 11 CONFIDENTIALITY.....		49
11.1	Confidentiality.....	49

ARTICLE 12 TERMINATION	51
12.1 Termination of this Agreement	51
12.2 Survival of Covenants, Representations and Warranties; Limitation	52
12.3 Effect of Termination	52
ARTICLE 13 MISCELLANEOUS	52
13.1 Further Actions	52
13.2 Expenses	52
13.3 Entire Agreement	53
13.4 Descriptive Headings	53
13.5 Notices	53
13.6 Governing Law	54
13.7 Enurement and Assignability	54
13.8 Remedies	55
13.9 Waivers and Amendments	55
13.10 Severability	55
13.11 Currency	55
13.12 Counterparts and Execution	55
SCHEDULE A DEFINITIONS	A-1
SCHEDULE B AMALGAMATION APPLICATION	B-1
SCHEDULE C ARTICLES OF AMALCO	C-1
SCHEDULE D CERTIFICATE OF U.S. CANNUS SECURITYHOLDER	D-1

BUSINESS COMBINATION AGREEMENT

THIS AGREEMENT dated April 2, 2019 is made

AMONG:

CANADIAN IMPERIAL VENTURE CORP., a corporation existing under the *Business Corporations Act* (British Columbia)

(hereinafter referred to as “**CIVC**”)

- and -

CANNUS PARTNERS INC. d/b/a Ikanic Farms, a company existing under the *Canada Business Corporations Act*

(hereinafter referred to as “**Cannus**”)

-and -

11326937 CANADA INC., a company existing under the *Canada Business Corporations Act*

(hereinafter referred to as “**CIVC Subco**”)

WHEREAS CIVC is a reporting issuer in the provinces of British Columbia, Ontario and Alberta whose common shares are listed on the NEX board of the TSX Venture Exchange (the “**TSXV**”);

AND WHEREAS Cannus is engaged in the Cannus Business (as defined herein);

AND WHEREAS CIVC desires to acquire all of the issued and outstanding shares of Cannus by means of a three-cornered amalgamation among CIVC, Cannus and CIVC Subco;

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

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 GENERAL

1.1 Defined Terms

Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in Schedule A and Schedule D.

1.2 Business Combination

- (a) Cannus and CIVC agree to combine their respective businesses and assets by way of a “three-cornered” amalgamation among CIVC, CIVC Subco and Cannus.
- (b) As soon as reasonably practicable following the execution and delivery of this Agreement:
 - (i) CIVC shall call and hold the CIVC Meeting to approve and authorize (collectively, the “**CIVC Resolutions**”):
 - (A) the de-listing of the CIVC Shares from the TSXV, which approval shall be from a majority of the CIVC Shareholders;
 - (B) the amendment to the articles of CIVC to create the new classes of shares set out in the definition of New CIVC Shares, which approval shall be from a majority of the CIVC Shareholders and shall meet all of the requirements of a “restricted security reorganization” under National Instrument 41-101 – *General Prospectus Requirements* and a “reorganization” under OSC Rule 56-501 – *Restricted Shares*;
 - (C) the New Incentive Plan;
 - (D) the conditional election of the New CIVC Directors;
 - (E) the conditional change of CIVC’s auditors to auditors specified by Cannus; and
 - (F) such other matters as Cannus may reasonably request.
 - (ii) Cannus shall use commercially reasonable efforts to either obtain a written consent of all the Cannus Shareholders or to call and hold the Cannus Meeting to approve and authorize (the “**Cannus Resolutions**”) the Amalgamation; and
 - (iii) CIVC shall sign a written consent resolution as sole shareholder of CIVC Subco passing the CIVC Subco Amalgamation Resolution.
- (c) Prior to the Effective Time, CIVC shall obtain board approval for and shall complete and file Articles of Amendment, in the prescribed form, giving effect to the Consolidation, the Name Change and, if determined necessary by Cannus, creating the New CIVC SV Shares and the New CIVC Series A Multiple Voting Shares, upon and subject to the terms of this Agreement.
- (d) Upon the CIVC Subco Amalgamation Resolution being passed by CIVC and the Cannus Resolutions being passed by the Cannus Shareholders, in accordance with the requirements of the CBCA, and the filing of the Articles of Amendment set forth in paragraph (c) above, CIVC Subco and Cannus

shall jointly complete and file a Form 9 (Articles of Amalgamation), Form 2 (Initial Registered Office Address and First Board of Directors) and a statutory declaration from a director or officer of each amalgamating corporation with Corporations Canada under the CBCA, substantially in the form set forth in Schedule B hereto giving effect to the Amalgamation of CIVC Subco and Cannus upon and subject to the terms of this Agreement.

- (e) Upon the issue of a Certificate of Amalgamation giving effect to the Amalgamation, CIVC Subco and Cannus shall be amalgamated and shall continue as one company effective on the date of the Certificate of Amalgamation (the “**Effective Date**”) under the terms and conditions prescribed in this Agreement.
- (f) Immediately before the Effective Time, each outstanding Cannus Common Share Convertible Debenture will automatically convert into Cannus Common Shares and Cannus Common Share Warrants and each outstanding Cannus Series A Convertible Debenture will automatically convert into Cannus Series A Shares and Cannus Series A Warrants.
- (g) At the Effective Time and as a result of the Amalgamation:
 - (i) each Cannus Common Shareholder (other than Cannus Dissenting Shareholders who do not exchange their Cannus Common Shares for New CIVC SV Shares on the Amalgamation) shall receive one fully paid and non-assessable New CIVC SV Share for each Cannus Common Share held, following which all such Cannus Common Shares shall be cancelled;
 - (ii) each Cannus Series A Shareholder (other than Cannus Dissenting Shareholders who do not exchange their Cannus Series A Shares for New CIVC Series A Multiple Voting Shares on the Amalgamation) shall receive one fully paid and non-assessable New CIVC Series A Multiple Voting Share for each Cannus Series A Share held, following which all such Cannus Series A Shares shall be cancelled;
 - (iii) each of the issued and outstanding Cannus Options will be adjusted to reflect the Amalgamation such that upon the exercise of each Cannus Option in accordance with its terms the holder shall receive one New CIVC SV Share or one New CIVC Series A Multiple Voting Share at the current exercise price of such Cannus Option, in lieu of the number of Cannus Shares otherwise issuable upon such exercise;
 - (iv) each of the issued and outstanding Cannus Warrants shall be exchanged for New CIVC Warrants, and each such New CIVC Warrant may be exercised for one New CIVC SV Share or one New CIVC Series A Multiple Voting Share, as applicable, at the exercise price and for the term contemplated in each Cannus Warrants;

- (v) each of the issued and outstanding Cannus Broker Rights shall be exchanged for New CIVC Broker Warrants, and each such New CIVC Broker Warrant may be exercised for one New CIVC SV Share at the exercise price and for the term contemplated in each Cannus Broker Right;
- (vi) CIVC shall receive one fully paid and non-assessable Amalco Share for each CIVC Subco Share held by CIVC, following which all such CIVC Subco Shares shall be cancelled;
- (vii) in consideration of the issuance of New CIVC Shares pursuant to paragraphs 1.2(g)(i) and (ii), Amalco shall issue to CIVC one Amalco Share for each New CIVC SV Share issued, and one hundred (100) Amalco Shares for each New CIVC Series A Multiple Voting Share issued;
- (viii) CIVC shall add to the stated capital maintained in respect of the New CIVC Shares an amount equal to the aggregate paid-up capital for purposes of the ITA of the Cannus Shares immediately prior to the Effective Time (less the paid-up capital of any Cannus Shares held by dissenting Cannus Shareholders who do not exchange their Cannus Shares for New CIVC Shares on the Amalgamation);
- (ix) Amalco shall add to the stated capital maintained in respect of the Amalco Shares an amount such that the stated capital of the Amalco Shares shall be equal to the aggregate paid-up capital for purposes of the ITA of the CIVC Subco Shares and Cannus Shares immediately prior to the Amalgamation;
- (x) no fractional New CIVC Shares shall be issued to Cannus Shareholders and in lieu of any fractional entitlement, the number of New CIVC Shares issued to each former Cannus Shareholder shall be rounded down to the next lesser whole number of New CIVC Shares;
- (xi) CIVC shall be entitled to deduct and withhold from any consideration otherwise payable pursuant to transactions contemplated by this Agreement to any Cannus Shareholder such amounts as are required to be deducted and withheld with respect to such payment under the ITA or any provision of provincial, state, local or foreign tax law, in each case as amended; 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 Cannus 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
- (xii) Amalco will become a wholly-owned subsidiary of CIVC.

- (h) At the Effective Time:
- (i) Each shareholder in paragraphs 1.2(g)(i), and (g)(ii), shall become the registered holders of the New CIVC Shares to which they are entitled, calculated in accordance with the provisions hereof, and the holders of share certificates representing such Cannus Shares may surrender such certificates to CIVC's registrar and transfer agent and, upon such surrender, shall be entitled to receive and, as soon as reasonably practicable following the Effective Time, shall receive, share certificates representing the number of New CIVC Shares to which they are so entitled; and
 - (ii) CIVC shall become the registered holder of the Amalco Shares to which it is entitled, calculated in accordance with the provisions hereof, and shall be entitled to receive a share certificate representing the number of Amalco Shares to which it is entitled, calculated in accordance with the provisions hereof.
- (i) At the Effective Time, each Cannus Share held by a Cannus Dissenting Shareholder shall be deemed to be transferred by the holder thereof, without any further act or formality on its part, free and clear of any Encumbrance, to Amalco and Amalco shall thereupon be obliged to pay the amount therefor determined and payable in accordance with Section 2.1 hereof, the name of such holder shall be removed from the central securities register as a holder of Cannus Shares and such Cannus Dissenting Shareholder will cease to have any rights as a Cannus Shareholder other than the right to be paid the fair value of its Cannus Shares in accordance with Section 2.1.
- (j) If a Cannus Dissenting Shareholder fails to perfect or effectively withdraws its claim under section 190 of the CBCA or forfeits its right to make a claim under section 190 of the CBCA or if its rights as a Cannus Shareholder are otherwise reinstated, such holder's Cannus Shares shall thereupon be deemed to have been exchanged as of the Effective Time as prescribed by paragraphs 1.2(g)(i), and (g)(ii), as applicable, as further described in Section 2.1.
- (k) Subject to the approval of the resolutions approving the Name Change and, if determined necessary by Cannus, creating the New CIVC SV Shares and the New CIVC Series A Multiple Voting Shares, by the CIVC Shareholders in accordance with the requirements of the BCBCA and immediately following the Effective Time, CIVC shall complete and file Articles of Amendment, in the prescribed form, giving effect to the changes described in this Section 1.2(k) upon and subject to the terms of this Agreement.
- (l) For United States federal income tax purposes, the Amalgamation is intended to constitute a reorganization within the meaning of Section 368(a) of the Code and the parties hereby shall treat the Amalgamation consistent therewith for United States federal, state and other relevant tax purposes (unless otherwise required pursuant to a "determination" within the meaning of Section 1313(a) of the Code), and shall use their respective reasonable

best efforts to cause the Amalgamation to qualify as a reorganization under Section 368(a) of the Code. The parties to this Agreement hereby adopt this Agreement as a “plan of reorganization” within the meaning of Sections 1.368-2(g) and 1.368-3(a) of the United States Treasury Regulations. Furthermore, the parties hereto shall not take any action, and shall not permit or cause any affiliate or any subsidiary to take any action or cause any action to be taken, that could reasonably be expected to prevent the Amalgamation from qualifying as a reorganization within the meaning of Section 368(a) of the Code.

1.3 Amalco

- (a) **Name.** The name of Amalco shall be “Cannus Partners Amalco 2019 Inc.”.
- (b) **Registered and Records Offices.** The address of the registered and records offices of Amalco shall be: 40 King Street West, Suite 2100, Scotia Plaza, Toronto, Ontario, Canada M5H 3C2.
- (c) **Authorized Capital.** Amalco shall be authorized to issue an unlimited number of Amalco Shares.
- (d) **Restrictions on Share Transfer.** The right to transfer securities (including for greater clarity Amalco Shares), other than non-convertible debt securities, shall be restricted and no such securities shall be transferred without the consent of either:
 - (i) the directors of Amalco, expressed by a resolution passed by a majority of the board of directors of Amalco at a meeting of directors or by an instrument or instruments in writing signed by all of the directors of Amalco; or
 - (ii) the holder or holders of a majority of the outstanding shares of Amalco entitled to vote expressed by resolution passed at a meeting of the shareholders of Amalco or by an instrument or instruments in writing signed by the holder or holders of a majority of the outstanding shares of Amalco entitled to vote at meetings of shareholders of Amalco.
- (e) **Directors and Officers.** The directors and officers of Amalco shall be the Persons whose names and business addresses appear below.

Full Name & Address	Position
Brian Baca <i>[Redacted text relating to personal information]</i>	Chief Executive Officer, President and Director
Ryan Ciucki <i>[Redacted text relating to personal information]</i>	Chief Financial Officer, Director
William Keating <i>[Redacted text relating to personal information]</i>	Chief Operating Officer, Director, Secretary

Chad White <i>[Redacted text relating to personal information]</i>	Director
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- (f) **Articles.** The articles of Amalco shall be in the form attached hereto as Schedule C.
- (g) **Restriction on Business.** There shall be no restrictions on the business which Amalco is authorized to carry on.
- (h) **Fractional Shares.** No fractional shares will be issued on the Amalgamation and any entitlement to a fractional share will be rounded down to the next whole share.
- (i) **Financial Year End.** The financial year end of Amalco shall be December 31 in each year.
- (j) **Compliance.** The Amalgamation shall be completed in compliance with section 184(2) (“horizontal short form”) of the CBCA.

1.4 Board of Directors and Officers of CIVC

Each of the Parties hereby agree that pursuant to the CIVC Resolutions, the board of directors of CIVC as of the Effective Time shall consist of five (5) directors (collectively, the “**New CIVC Directors**”) to be determined by Cannus and management of CIVC as of the Effective Time shall consist of individuals chosen by Cannus (collectively, the “**New CIVC Management**”).

ARTICLE 2 DISSENT RIGHTS

2.1 Dissent Rights

Registered Cannus Shareholders may exercise rights of dissent (“**Dissent Rights**”) from the Amalgamation pursuant to and in the manner set forth under section 190 of the CBCA, provided that holders who exercise such rights of dissent and who:

- (a) are ultimately entitled to be paid fair value for their Cannus Shares, which fair value shall be the fair value of such shares as at the close of business on the day prior to the Cannus Meeting, shall be paid an amount equal to such fair value by Amalco; and
- (b) are ultimately not entitled, for any reason, to be paid fair value for their Cannus Shares, shall be deemed to have participated in the Amalgamation, as of the Effective Time, on the same basis as a non-dissenting holder of Cannus Shares and shall be entitled to receive only the consideration contemplated in subsection 1.2(g) hereof that such holder would have received pursuant to the Amalgamation if such holder had not exercised Dissent Rights;

but in no case shall CIVC, CIVC Subco, Cannus or any other Person be required to recognize holders of Cannus Shares who exercise Dissent Rights as holders of Cannus Shares after the time that is immediately prior to the Effective Time, and the names of such holders of Cannus Shares who exercise Dissent Rights shall be deleted from the register of Cannus Shareholders at the Effective Time. In no circumstances shall CIVC, CIVC Subco, Cannus or any other Person be required to recognize a Person exercising Dissent Rights unless such Person is a registered holder of Cannus Shares in respect of which such Dissent Rights are sought to be exercised. A registered holder of Cannus Shares is not entitled to exercise Dissent Rights with respect to Cannus Shares if such holder votes (or instructs, or is deemed, by submission of any incomplete proxy, to have instructed his, her or its proxyholder to vote) in favour of the resolution approving the Amalgamation at the Cannus Meeting.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES OF CANNUS AND THE PRINCIPAL VENDOR

Cannus and the Principal Vendor hereby represent and warrant to and in favour of CIVC and CIVC Subco as follows and acknowledges that CIVC and CIVC Subco are relying on such representations and warranties in connection with this Agreement and completing the transactions contemplated herein:

3.1 Organization and Good Standing

- (a) Cannus is a company 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 Cannus.
- (b) Cannus has the corporate power and authority to own, lease or operate its properties and to carry on its business as now conducted.
- (c) Cannus owns, directly or indirectly, all of the issued and outstanding shares or interests in the capital of each Cannus subsidiary free and clear of all encumbrances mortgages, liens, charges, pledges, security interests, encumbrances, claims or demands of any kind whatsoever, all of such shares or interests have been duly authorized and are validly issued and are outstanding as fully paid and non-assessable. No person has any right, agreement, or option, present or future, contingent or absolute, or any right capable of becoming a right, agreement or option for the purchase from Cannus or its subsidiaries of any interest in any of such shares or interests or for the issue or allotment of any unissued shares or interests in the capital of any subsidiary or any other security convertible into or exchangeable for any such shares.
- (d) Other than in respect to U.S. Marijuana Laws, each of Cannus and its subsidiaries is conducting its business in compliance in all material respects with all applicable Laws of each jurisdiction in which it carries on business or holds assets (including all applicable federal, state, municipal and local

environmental anti-pollution and licensing laws, regulations and other lawful requirements of any governmental or regulatory body, including all Governmental Authorities), holds all permits, licences, certificates, consents and like authorizations necessary for it to carry on its business in each jurisdiction where such business is carried on that are material to the conduct of the business of each of Cannus and its subsidiaries including, but not limited to, permits and/or licences to grow, process, and dispense cannabis and cannabis-derived products (collectively, the “**Permits**”) under all such laws and is in compliance in all material respects with all terms of such Permits, all such Permits are valid and in good standing, and Cannus has not received a notice of non-compliance, or knows of, or has reasonable grounds to know of, any facts that could give rise to a notice of non-compliance with any such laws and that would be material to the business of Cannus.

- (e) Each of Cannus or any of its subsidiaries are the absolute legal and beneficial owners of, and have good and marketable title to, all of the material properties and assets thereof, and no other property or assets are necessary for the conduct of the business of Cannus or any of the subsidiaries as currently conducted. Any and all of the agreements and other documents and instruments pursuant to which Cannus or any of its subsidiaries, as applicable, hold the property and assets thereof (including any interest in, or right to earn an interest in, any intellectual property) are valid and subsisting agreements, documents and instruments in full force and effect, enforceable in accordance with the terms thereof, and to the knowledge of Cannus the other party or parties thereto, in accordance with the terms thereof except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting the rights of creditors generally and except as limited by the application of equitable principles when equitable remedies are sought, and by the fact that rights to indemnity, contribution and waiver, and the ability to sever unenforceable terms, may be limited by applicable law, and such properties and assets are in good standing under the applicable statutes and regulations of the jurisdictions in which they are situated, and all material leases, licenses and other agreements pursuant to which Cannus or its subsidiaries derive the interests in such property are in good standing. Cannus does not know of any claim or the basis for any claim, except under the U.S. Marijuana Laws, that would reasonably be expected to materially and adversely affect the right of Cannus or any of its subsidiaries to use, transfer or otherwise exploit their respective assets, none of the properties (or any interest in, or right to earn an interest in, any property) of Cannus or any of its subsidiaries is subject to any right of first refusal or purchase or acquisition right, and neither Cannus nor any of its subsidiaries have any responsibility or obligation to pay any commission, royalty, licence fee or similar payment to any person with respect to the property and assets thereof.
- (f) None of Cannus or any of its subsidiaries is in violation of its constating documents or in default in any material respect in the performance or observance of any material obligation, agreement, covenant or condition contained in any contract, indenture, trust deed, mortgage, loan agreement,

note, lease, license or other agreement or instrument to which it is a party or by which it or its property or assets may be bound.

- (g) All of Cannus' material agreements are valid, subsisting, in good standing and in full force and effect, enforceable in accordance with the terms thereof in all material respects, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting the rights of creditors generally and except as limited by the application of equitable principles when equitable remedies are sought, and by the act that rights to indemnity, contribution and waiver, and the ability to sever unenforceable terms, may be limited by applicable law. Each of Cannus and its subsidiaries has performed all obligations (including payment obligations) in a timely manner under, and are in material compliance with all terms, conditions and covenants contained in each material agreement except for any non-compliance which would not reasonably be expected to have a Material Adverse Effect and, to the knowledge of Cannus, no other party is in breach, violation or default of any material term under any material agreement. To the knowledge of Cannus, there exists no threatened termination, cancellation or limitation of, or any material adverse modification or material change in, the business relationship of Cannus or any of its subsidiaries, with any supplier or customer, or any group of suppliers or customers whose business with or whose purchases or inventories/components provided to the business of Cannus are individually or in the aggregate material to the assets, business, properties, operations or financial condition of Cannus and its subsidiaries

3.2 Consents, Authorizations, and Binding Effect

- (a) Cannus 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 Cannus Resolutions being passed by the holders of the Cannus Shares;
 - (ii) consents, approvals, authorizations and waivers which have been obtained (or will be obtained prior to the Effective Date) and are unconditional, and in full force and effect, and notices which have been given on a timely basis;
 - (iii) the filing of a Form 9 (Articles of Amalgamation) under the CBCA, Form 2 (Initial Registered Office Address and First Board of Directors) and a statutory declaration from a director or officer of each amalgamating corporation with Corporations Canada; and
 - (iv) those which, if not obtained or made, would not prevent or delay the consummation of the Amalgamation or otherwise prevent Cannus from performing its obligations under this Agreement and would not be reasonably likely to have a Material Adverse Effect on Cannus.

- (b) Cannus has full corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder and to complete the Amalgamation, subject to the Cannus Resolutions being passed by the Cannus Shareholders.
- (c) At the Effective Time, all consents, approvals, permits, authorizations or filings as may be required to be made or obtained by Cannus under applicable Laws necessary for the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will have been made or obtained, as applicable.
- (d) The board of directors of Cannus has:
 - (i) approved the Business Combination and the execution, delivery and performance of this Agreement; and
 - (ii) directed that the Cannus Resolutions be submitted to the Cannus Shareholders, and recommended it be passed.
- (e) This Agreement has been duly executed and delivered by Cannus and constitutes a legal, valid, and binding obligation of Cannus, 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 defences 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 or by-laws, as amended, of Cannus;
 - (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 material Contract, material permit or material license to which Cannus is a party or as to which any of its property is subject which would in any such case have a Material Adverse Effect on Cannus;
 - (iii) constitute a violation of any Law applicable or relating to Cannus or its business except for such violations which would not have a Material Adverse Effect on Cannus; or

- (iv) result in the creation of any lien upon any of the assets of Cannus other than such liens as would not have a Material Adverse Effect on Cannus.
- (g) Neither Cannus nor any Affiliate or Associate of Cannus nor, to the knowledge of Cannus, any director or officer of Cannus beneficially owns or has the right to acquire a beneficial interest in any CIVC Shares.
- (h) Except as provided to CIVC as part of the due diligence efforts, Cannus is not a party to any agreement, nor is Cannus aware of any agreement, which in any manner affects the voting control of any of the securities of Cannus.
- (i) Cannus is not a party to, bound by or, to the knowledge of Cannus, affected by any commitment, agreement or document containing any covenant which expressly and materially limits the freedom of Cannus to compete in any line of business, transfer or move any of its respective assets or operations or which adversely materially affects the business practices, operations or condition of Cannus.

3.3 Litigation

- (a) There are no actions, suits, claims or proceedings, whether in equity or at law or, any Governmental investigations pending or, to the knowledge of Cannus, threatened:
 - (i) against or affecting Cannus or with respect to or affecting any asset or property owned, leased or used by Cannus; or
 - (ii) which question or challenge the validity of this Agreement, or the Amalgamation or any action taken or to be taken pursuant to this Agreement, or the Amalgamation;

nor is Cannus aware of any basis for any such action, suit, claim, proceeding or investigation, except for actions, suits, claims or proceeding which would not, in the aggregate, have a Material Adverse Effect on Cannus.
- (b) Neither Cannus, nor any asset of Cannus 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 Cannus or which is reasonably likely to prevent Cannus from performing its obligations under this Agreement.
- (c) Other than the shareholder information that is required to be maintained and disclosed to Governmental Authorities in the ordinary course of business and in order to obtain all necessary Permits, to the knowledge of Cannus, each of Cannus and its subsidiaries has complied in all material respects with all applicable privacy Laws and have not collected, received, stored, disclosed, transferred, used, misused or permitted unauthorized access to any information protected by privacy Laws.

- (d) There are no pending or, to the knowledge of Cannus, threatened administrative, regulatory or judicial actions, suits, demands, demand letters, claims, liens, notices of non-compliance or violation, investigation or proceedings relating to any Environmental Laws against Cannus or its subsidiaries.

3.4 Environmental Matters

- (a) To the knowledge of Cannus, there are no material environmental Permits required by Cannus or any of its subsidiaries for the conduct of its business as now conducted.
- (b) To the knowledge of Cannus, neither Cannus nor any of its subsidiaries, has used any property or any facility which it previously owned or leased, to generate, manufacture, process, distribute, use, treat, store, dispose of, transport or handle any hazardous materials.

3.5 Financial Statements

- (a) The financial statements (including, in each case, any notes thereto) of Cannus for the period ended December 31, 2018, 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 presented in all material respects the assets, liabilities and financial condition of Cannus as of the respective dates thereof and the earnings, results of operations and changes in financial position of Cannus for the period then ended. Cannus has not, since December 31, 2018, made any change in the accounting practices or policies applied in the preparation of its financial statements.
- (b) There are no material off-balance sheet transactions, arrangements or obligations (including contingent obligations) of Cannus which are required to be disclosed and are not disclosed or reflected in Cannus' financial statements and Cannus does not have any material liabilities, obligations, indebtedness or commitments, whether accrued, absolute, contingent or otherwise, which are not disclosed or referred to in its financial statements other than those incurred in the ordinary course of business.
- (c) Cannus maintains a system of internal accounting controls sufficient to provide reasonable assurances that, (A) transactions are executed in accordance with management's general or specific authorization, and (B) transactions are recorded as necessary to permit preparation of financial statements in conformity with IFRS and to maintain accountability for assets.

3.6 Leased Property

- (a) With respect to each of the Leased Premises, each of the leases pursuant to which Cannus or its subsidiaries occupies the Leased Premises is in good standing and in full force and effect, and Cannus or its subsidiaries has the exclusive right to occupy and use the Leased Premises to conduct

the business of Cannus and the subsidiaries. The performance of obligations pursuant to and in compliance with the terms of this Agreement and the completion of the transactions, including the Business Combination, described herein by Cannus, will not afford any of the parties to such leases or any other person the right to terminate such leases.

- (b) To the knowledge of Cannus, neither Cannus nor any of its subsidiaries is in material violation of, in connection with the use, maintenance or operation of the Leased Premises and assets, any Environmental Laws.
- (c) To the knowledge of Cannus, there exists no claim or basis for any claim that might or could materially adversely affect the right of Cannus or any of its subsidiaries to use the Leased Premises.

3.7 Taxes

- (a) All Taxes due and payable by Cannus and each subsidiary have been paid, except where the failure to pay such Taxes would not result in a Material Adverse Effect in respect of Cannus. All tax returns, declarations, remittances and filings required to be filed by Cannus and any of its subsidiaries have been filed with all appropriate Governmental Authorities and all such returns, declarations, remittances and filings are complete and accurate and no material fact or facts have been omitted therefrom which would make any of them misleading except where the failure to file such documents would not result in a Material Adverse Effect in respect of Cannus.

3.8 Capitalization

- (a) As at the date hereof, the authorized capital of Cannus consists of an unlimited number of Cannus Common Shares, of which 58,947,935 Cannus Common Shares are issued and outstanding and an unlimited number of Cannus Series A Shares, of which 57,611 Cannus Series A Shares are issued and outstanding. There are 2,500,000 Cannus Options outstanding that can each be exercised for one Cannus Common Share, 31,000 Cannus Options that can each be exercised for one Cannus Series A Share and 2,655,159 Cannus Shares issuable upon the conversion, exercise or exchange of warrants issued by Cannus.
- (b) All issued and outstanding Cannus Shares have been duly authorized and are validly issued, fully paid and non-assessable, free of pre-emptive rights.

3.9 Undisclosed Liabilities

- (a) Other than as disclosed in the financial statements for the period ended December 31, 2018, there are no material liabilities of Cannus of any kind whatsoever, whether or not accrued and whether or not determined or determinable, in respect of which Cannus may become liable on or after the consummation of the transactions contemplated hereby other than:

- (i) liabilities disclosed on or reflected or provided for in the most recent financial statements of Cannus; and
 - (ii) liabilities incurred in the ordinary and usual course of business of Cannus and attributable to the period since December 31, 2018, none of which has had or may reasonably be expected to have a Material Adverse Effect on Cannus.
- (b) All information which has been prepared by Cannus relating to Cannus and its subsidiaries and the respective businesses, properties and liabilities made available to CIVC was, as of the date of such information and is as of the date hereof, true and correct in all material respects, taken as a whole, and no fact or facts known to Cannus have been omitted therefrom which would make such information materially misleading.
 - (c) Cannus has not withheld, and will not withhold from CIVC prior to the Effective Time, any material fact within its knowledge relating to Cannus, the Debenture Financing or the Business Combination.

3.10 Interests of Directors and Officer of Cannus

- (a) Other than as disclosed in the financial statements for the period ended December 31, 2018, to the knowledge of Cannus, none of the directors, officers or employees of Cannus, any Person who owns, directly or indirectly, more than 10% of any class of securities of Cannus or securities of any Person exchangeable for more than 10% of any class of securities of Cannus, or any associate or affiliate of any of the foregoing, had or has any material interest, direct or indirect, in any transaction (other than in connection with the Debenture Financing and/or the Business Combination) or any proposed transaction (including any loan made to or by any such Person) with Cannus which, as the case may be, materially affects, is material to or will materially affect Cannus.

3.11 Employment Matters

- (a) Each Employee Plan has been maintained in compliance with its terms and with the requirements prescribed by any and all statutes, orders, rules and regulations that are applicable to such Employee Plans, in all material respects.
- (b) No material labour dispute, complaint, grievance or other conflict with the employees of Cannus or the subsidiaries currently exists, or to the knowledge of Cannus is threatened or pending. No union representation exists respecting the employees of Cannus or its subsidiaries and no collective bargaining agreement is in place or currently being negotiated by Cannus or its subsidiaries. No action has been taken or, to the knowledge of Cannus, is contemplated to organize or unionize any employees of Cannus or its subsidiaries that would be material to Cannus. Cannus and its subsidiaries are each currently in compliance with all Laws and regulations respecting employment and employment practices, workers' compensation, pay equity, occupational health and safety and similar

legislation, including payment in full of all amounts owing thereunder, and there are no pending claims or outstanding orders against either of them under applicable workers' compensation legislation, occupational health and safety or similar legislation nor has any event occurred which would reasonably be expected to give rise to any Material Adverse Effect.

- (c) There are no actual complaints, or to the knowledge of Cannus, threatened complaints against Cannus or its subsidiaries before any employment standards branch or tribunal or human rights tribunal, nor, to the knowledge of Cannus, has there been any occurrence which would reasonably be expected to lead to a complaint under any human rights legislation or employment standards legislation or tort or common law principle that would have a Material Adverse Effect. There are no outstanding decisions or settlements or pending settlements under applicable employment standards Laws which place any material obligation upon Cannus or its subsidiaries to do or refrain from doing any act.

3.12 Books and Records

- (a) The minute books and corporate records of each of Cannus and its subsidiaries for the period from organization to the date hereof made available to CIVC are complete in all material respects, contain copies of all material proceedings (or certified copies thereof or drafts thereof pending approval) of the shareholders and the directors (or any committee thereof) or members and managers, as applicable, thereof and there have been no other meetings, resolutions or proceedings of the shareholders, directors, members or managers, as applicable, of Cannus or its subsidiaries to the date hereof not reflected in such records, other than those which are not material thereto.

3.13 Intellectual Property

- (a) Cannus owns or has the right to use all of the intellectual property owned or used by it as of the date hereof. All registrations of intellectual property owned by Cannus or its subsidiaries and are in good standing. Other than as would not have a Material Adverse Effect, all such registrations have been filed, prosecuted and obtained in accordance with all applicable legal requirements and are currently in effect and in compliance with all applicable legal requirements. No registration of intellectual property owned by Cannus or any subsidiary has expired, become abandoned, been cancelled or expunged, or has lapsed for failure to be renewed or maintained, except where such expiration, abandonment cancellation, expungement or lapse would not have a Material Adverse Effect.

3.14 Brokers

Other than in connection with the Debenture Financing, neither Cannus nor to the knowledge of Cannus any of its Associates, Affiliates or Advisers have retained any broker or finder in connection with the Business Combination or the other transactions contemplated hereby, nor have any of the foregoing incurred any Liability to any broker or finder by reason of any such transaction.

3.15 Applicable Laws

- (a) To the knowledge of Cannus, other than pursuant to U.S. Marijuana Laws, neither Cannus nor any subsidiary is in violation of, in connection with the ownership, use, maintenance or operation of the property and assets thereof, any applicable federal, provincial, state, municipal or local Laws, by-laws, regulations, orders, policies, Permits or approvals having the force of Law, domestic or foreign, relating to environmental, health or safety matters which could reasonably be expected to have a Material Adverse Effect.

3.16 Anti-Bribery and Money Laundering Laws

- (a) Neither Cannus nor to the knowledge of Cannus, any director, officer, employee, consultant, representative or agent of the foregoing, has (i) violated any anti-bribery or anti-corruption laws applicable to Cannus, including but not limited to the U.S. Foreign Corrupt Practices Act 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 Governmental Authority; or assisting any representative of Cannus in obtaining or retaining business for or with, or directing business to, any Person; or (Y) to any Person, in a manner which would 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 Cannus nor to the knowledge of Cannus, any director, officer, employee, consultant, representative or agent of foregoing, has (i) conducted or initiated any review, audit, or internal investigation that concluded Cannus 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 Governmental 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.
- (b) The operations of Cannus and its subsidiaries are in compliance with applicable financial recordkeeping and reporting requirements of the money laundering statutes of all applicable jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any Governmental Authority (collectively, the "**Applicable Anti-Money Laundering Laws**") and no action, suit or proceeding by or before any Governmental Authority

involving Cannus or its subsidiaries with respect to Applicable Anti-Money Laundering Laws is, to the knowledge of Cannus, pending or threatened

ARTICLE 4

REPRESENTATIONS AND WARRANTIES OF CIVC AND CIVC SUBCO

Each of CIVC and CIVC Subco hereby represents and warrants to Cannus as follows and acknowledges that Cannus is relying on such representations and warranties in connection with this Agreement and completing the transactions contemplated herein:

4.1 Organization and Good Standing

- (a) Each of CIVC and CIVC 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 CIVC or on any such corporation. Except for CIVC Subco, CIVC does not have any interest in any body corporate, partnership, joint ventures or other entity or person. None of CIVC or CIVC Subco is a party to any agreement, option or commitment to acquire any shares or securities of any corporate, partnership, trust, joint venture or other entity or person other than in connection with the Business Combination. CIVC is the sole registered holder and beneficial owner of 100% of the issued and outstanding shares in the capital of CIVC Subco, free and clear of all Encumbrances, claims or demands of any kind whatsoever other than Permitted Encumbrances. All of such shares and securities have been fully authorized and validly issued and in the case of shares are outstanding as fully paid and non-assessable shares. No other securities of Subco are issued and outstanding.
- (b) Each of CIVC and CIVC Subco has the corporate power and authority to own, lease, or operate its properties and to carry on its business as now conducted.

4.2 Consents, Authorizations, and Binding Effect

- (a) CIVC and CIVC 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 CIVC Resolutions being passed by the holders of the CIVC Shares;
 - (ii) the CIVC Subco Amalgamation Resolution being passed by CIVC as sole shareholder of CIVC Subco;
 - (iii) consents, approvals, authorizations and waivers which have been obtained (or will be obtained prior to the Effective Date) and are unconditional and in full force and effect and notices which have been given on a timely basis;

- (iv) the filing of Form 9 (Articles of Amendment) under the CBCA, a Form 2 (Initial Registered Office Address and First Board of Directors) and a statutory declaration from a director or officer of each amalgamating corporation with Corporations Canada;
 - (v) the filing of the documents prescribed under the BCBCA to effect the appointment of the New CIVC Directors and the New CIVC Management; and
 - (vi) those which, if not obtained or made, would not prevent or delay the consummation of the Amalgamation or otherwise prevent CIVC from performing its obligations under this Agreement and would not be reasonably likely to have a Material Adverse Effect on CIVC or CIVC Subco.
- (b) Each of CIVC and CIVC Subco has full corporate power and authority to execute and deliver this Agreement and to perform its respective obligations hereunder and to complete the Amalgamation, subject to the CIVC Resolutions being passed by the holders of the CIVC Shares and the CIVC Subco Amalgamation Resolution being passed by CIVC.
- (c) The board of directors of CIVC has:
 - (i) approved the Business Combination and the execution, delivery and performance of this Agreement;
 - (ii) directed that the CIVC Resolutions be submitted to the CIVC Shareholders and recommended approval thereof; and
 - (iii) approved the execution and delivery of the CIVC Subco Amalgamation Resolution by CIVC.
- (d) The board of directors of CIVC Subco has unanimously approved the Amalgamation and the execution, delivery and performance of this Agreement.
- (e) This Agreement has been duly executed and delivered by CIVC and CIVC Subco and constitutes a legal, valid, and binding obligation of CIVC and CIVC 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 defences and to the discretion of the court before which any proceeding therefor may be brought.

- (f) The execution, delivery, and performance of this Agreement do not and will not:
- (i) constitute a violation of the notice of articles or articles of CIVC or the notice of articles or articles of CIVC 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 material Contract, material permit or material license to which CIVC or CIVC Subco is a party or as to which any of its property is subject which would in any such case have a Material Adverse Effect on CIVC or CIVC Subco;
 - (iii) require any consent, permit, approval, authorization or order of any Governmental Authority, except for the approvals contemplated in Section 6.8 and that which may be required under applicable securities legislation and any approval or authorization under the BCBCA, as applicable, that may be required for the Name Change and the Business Combination;
 - (iv) constitute a violation of any Law applicable or relating to CIVC or CIVC Subco or their respective businesses except for such violations which would not have a Material Adverse Effect on CIVC or CIVC Subco;
 - (v) result in the breach of, or be in conflict with, any judgment, decree or order or any term or provision thereof applicable to CIVC or CIVC Subco or any of the assets or the business of CIVC, which breach, conflict or default would reasonably be expected to have a Material Adverse Effect on CIVC or to result in the creation of any Encumbrance upon any of the assets of CIVC; or
 - (vi) result in the creation of any lien upon any of the assets of CIVC or CIVC Subco, other than such liens as would not have a Material Adverse Effect on CIVC or CIVC Subco.
- (g) Neither CIVC or CIVC Subco or any Affiliate or Associate of CIVC or CIVC Subco, nor to the knowledge of CIVC, any director or officer of CIVC or CIVC Subco, beneficially owns or has the right to acquire a beneficial interest in any Cannus Shares.

4.3 Litigation and Compliance

- (a) There are no actions, suits, claims or proceedings, whether in equity or at law, or any Governmental investigations now in progress, pending or, to the knowledge of CIVC, threatened:

- (i) against or affecting CIVC or CIVC Subco or with respect to or affecting any asset or property owned, leased or used by CIVC or CIVC Subco; or
- (ii) which question or challenge the validity of this Agreement or the Amalgamation or any action taken or to be taken pursuant to this Agreement or the Amalgamation;

nor is CIVC aware of any basis for any such action, suit, claim, proceeding or investigation, except for actions, suits, claims or proceeding which would not, in the aggregate, have a Material Adverse Effect on CIVC.

- (b) Each of CIVC and CIVC Subco has conducted and is conducting its business in compliance with, and is not in default or violation under, and has not received notice asserting the existence of any default or violation under, any Law applicable to the businesses or operations of CIVC or CIVC Subco, except for non-compliance, defaults, and violations which would not, in the aggregate, have a Material Adverse Effect on CIVC or CIVC Subco.
- (c) Neither CIVC or CIVC Subco, and no asset of CIVC or CIVC 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 CIVC or CIVC Subco or which is reasonably likely to prevent CIVC or CIVC Subco from performing its respective obligations under this Agreement.
- (d) Each of CIVC and CIVC Subco has duly filed or made all reports and returns required to be filed by it with any Government and has obtained all permits, licenses, consents, approvals, certificates, registrations and authorizations (whether Governmental, regulatory or otherwise) which are required in connection with its business and operations, except where the failure to do so has not had and would not have a Material Adverse Effect on CIVC or CIVC Subco.

4.4 Public Filings; Financial Statements

- (a) CIVC has filed all documents required pursuant to applicable Canadian Securities Laws (the “**CIVC Securities Documents**”). As of their respective dates, the CIVC Securities Documents complied in all material respects with the then applicable requirements of the Canadian Securities Laws and, at the respective times they were filed, none of the CIVC 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. CIVC has not filed any confidential disclosure reports which have not at the date hereof become public knowledge.
- (b) The financial statements (including, in each case, any notes thereto) of CIVC for the year ended November 30, 2017, and for the three and nine month periods ended August 31, 2018, included in the CIVC 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 presented in all material respects the assets, liabilities and financial condition of CIVC as of the respective dates thereof and the earnings, results of operations and changes in financial position of CIVC 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 CIVC Securities Documents, CIVC has not, since November 30, 2017, made any change in the accounting practices or policies applied in the preparation of its financial statements.

- (c) CIVC is now, and on the Effective Date will be, a “reporting issuer” (or its equivalent) under Canadian Securities Laws of each of the Provinces of Ontario, Alberta and British Columbia. CIVC is not currently in default in any material respect of any requirement of Canadian Securities Laws and CIVC is not included on a list of defaulting reporting issuers maintained by any of the securities commissions or similar regulatory authorities in each of such Provinces.
- (d) CIVC has not had any material correspondence with any Canadian securities regulator which has not been disclosed to Cannus.
- (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 November 30, 2017, with the present or former auditors of CIVC.
- (f) No order ceasing or suspending trading in securities of any CIVC or CIVC Subco or prohibiting the sale of securities by CIVC or CIVC Subco has been issued that remains outstanding and, to the knowledge of CIVC, no proceedings for this purpose have been instituted, are pending, contemplated or threatened by any securities commission, self-regulatory organization or the TSXV.
- (g) CIVC 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) There are no contracts with CIVC, on the one hand, and:
 - (i) any officer or director of CIVC or CIVC Subco;
 - (ii) any holder of 5% or more of the equity securities of CIVC; or
 - (iii) an associate or affiliate of a Person in (i) or (ii), on the other hand.

4.5 Taxes

Each of CIVC and CIVC Subco 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 most recently published financial statements of CIVC. CIVC's most recent audited consolidated financial statements reflect a reserve in accordance with IFRS for all Taxes payable by CIVC or CIVC Subco for all taxable periods and portions thereof through the date of such financial statements. No deficiency with respect to any Taxes has been proposed, asserted or assessed in writing against CIVC or CIVC Subco, there are no actions, suits, proceedings, investigations or claims pending or threatened against CIVC or CIVC Subco in respect of Taxes or any matters under discussion with any Government relating to Taxes, in each case which are likely to have a Material Adverse Effect on CIVC or CIVC Subco, and no waivers or written requests for waivers of the time to assess any such Taxes are outstanding or pending. Each of CIVC or CIVC Subco has withheld from each payment made to any of their past or present employees, officers or directors, and to any non-resident of Canada, 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. Each of CIVC or CIVC Subco has remitted to the appropriate tax authorities all amounts collected by it in respect of federal goods and services tax and provincial or harmonized sales taxes. There are no liens for Taxes upon any asset of CIVC or CIVC Subco except liens for Taxes not yet due.

4.6 Employment Matters, Employee Plans and Labour Relations

- (a) Except as provided to Cannus as part of the due diligence efforts, CIVC has not entered into any written employment agreements, or other agreements for the provision of employment or management services provided to CIVC.
- (b) There are no Contracts, written or oral, between CIVC or CIVC Subco and any other party on the other side, relating to payment, remuneration or compensation for work performed or services provided (other than professional advisors engaged by CIVC to provide services in connection with the Business Combination) or that would require any payment to be made as a result of the completion of the transactions contemplated in this Agreement.
- (c) CIVC is not a party to a collective bargaining agreement
- (d) Except for the CIVC Stock Option Plan, a copy of which has been provided to Cannus, CIVC does not have any Employee Plans of any nature whatsoever nor has it ever had any such plans. The CIVC Stock Option Plan has been approved by the TSXV and was adopted by CIVC in accordance with the requirements of the TSXV and complies in all material respects with the applicable policies of the TSXV.
- (e) CIVC is operating in full compliance with all Laws relating to employees, including employment standards, human rights, occupational health and safety, all pay equity and employment equity legislation other than such

non-compliance which would not reasonably be expected to have a Material Adverse Effect and there have been no employment-related complaints against CIVC or CIVC Subco.

- (f) To the knowledge of CIVC, there are no complaints or threatened complaints against CIVC or CIVC Subco before any employment standards branch or tribunal or human rights commission or tribunal, nor, any occurrence which might lead to a complaint under any human rights legislation, employment standards legislation, health and safety legislation, workers' compensation legislation or pay equity legislation.
- (g) There are no outstanding decisions or settlements or pending settlements under employment standards, human rights legislation, health and safety legislation, workers' compensation legislation, payment equity legislation or labour relations legislation which place any obligation upon CIVC to do or refrain from doing any act or place a material financial obligation on CIVC.
- (h) There are no representation questions, arbitration proceedings, labour strikes, slow-downs or stoppages, material grievances, or other labour troubles pending or, to the knowledge of CIVC, threatened with respect to the employees of CIVC or CIVC Subco and, to the best of CIVC'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 CIVC or CIVC Subco.
- (i) There are no actions, suits or claims pending, threatened or reasonably anticipated (other than routine claims for benefits) against any Employee Plan or its assets, and there are no audits, inquiries or proceedings pending or, to the knowledge of CIVC, threatened by any Governmental Authority with respect to any Employee Plan, which in either case reasonably could be expected to result in material Liability to CIVC.
- (a) Neither the execution and delivery of this Agreement nor the performance of the obligations of CIVC thereunder will entitle any current or former employee of CIVC to any severance pay, bonus or other similar payment.

4.7 Contracts, Etc.

- (a) Except for Contracts entered into which have been filed on SEDAR, neither CIVC or CIVC Subco is a party to or bound by any material Contract:
 - (i) relating to capital expenditures or improvements in excess of \$100,000 in the aggregate;
 - (ii) by which title to any assets, rights or properties is retained by a third party as security for an obligation;
 - (iii) which will be at the Effective Date secured by a lien upon any assets, rights or properties as security for an obligation;

- (iv) relating to the employment of any employees or the rights of employees upon severance or termination;
 - (v) relating to management, consulting or any other similar type of Contract which involves an amount exceeding \$100,000 per annum, excluding those which may be terminated without Penalty on 90 days notice or less;
 - (vi) which contemplates payment on or as a result of a change of control of CIVC or CIVC Subco (whether on termination of such agreement, on occurrence of any other event or circumstance, or after notice or lapse of time or otherwise);
 - (vii) with any director or officer, former director or officer, shareholder or any Person not dealing at arm's length with CIVC or CIVC Subco;
 - (viii) with a bank or other financial institution relating to borrowed money;
 - (ix) relating to the existence, creation, purchase or sale of any bonds, debentures, notes or long-term debts;
 - (x) relating to outstanding letters of credit or constituting an agreement of guarantee or indemnification of the obligations or liabilities (contingent or otherwise) of any other Person or relating to commitments to purchase the assets of any other Person or to guarantee the price thereof;
 - (xi) relating to the acquisition or disposition of any shares or securities of any entity;
 - (xii) relating to the acquisition, disposition or lease of any business operations or real property;
 - (xiii) limiting or restraining CIVC or CIVC Subco from engaging in any activities or competing with any Person;
 - (xiv) limiting or restraining CIVC from competing in any line of business, or to use, transfer or move any of its assets or operations, or which materially or adversely affects the business practices, operations or condition of CIVC;
 - (xv) which involves the use of a derivative, including any forward contracts or options; or
 - (xvi) relating to the existence or creation of any *bona fide* offer of an opportunity (including a joint venture opportunity) to any Person.
- (b) Each of CIVC or CIVC Subco and, to the knowledge of CIVC, each of the other parties thereto is in material compliance with all covenants under any material Contract and no default has occurred which, with notice or lapse of time or both, would directly or indirectly constitute such a default under any

material Contract, except for such non-compliance or default as has not had and will not have a Material Adverse Effect on CIVC or CIVC Subco.

- (c) Neither CIVC or CIVC Subco is 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.

4.8 Absence of Certain Changes, Etc.

Except as contemplated by the Business Combination and this Agreement, since November 30, 2017:

- (a) there has been no Material Adverse Change in CIVC or CIVC Subco;
- (b) neither of CIVC or CIVC Subco has:
 - (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 CIVC or CIVC Subco;
 - (iii) made or agreed to make any material capital expenditure or commitment for additions to property, plant, or equipment in excess of \$250,000;
 - (iv) made or agreed to make any material 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 all material respects in the normal course of business;
 - (vi) entered into any material transaction or material Contract, or amended or terminated any material transaction or material Contract, except transactions 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 or other distribution with respect to CIVC's share capital.

4.9 Capitalization

- (a) As at the date hereof, the authorized capital of CIVC consists of an unlimited number of CIVC Shares, of which 14,800,334 CIVC Shares are issued and outstanding (prior to giving effect to the Consolidation).

- (b) All issued and outstanding CIVC Shares 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 CIVC Shares to which CIVC or CIVC Subco is a party;
 - (ii) securities issued by CIVC or CIVC Subco that are convertible into or exchangeable for CIVC Shares;
 - (iii) agreements, options, warrants, or other rights capable of becoming agreements, options or warrants to purchase or subscribe for any CIVC Shares or securities convertible into or exchangeable or exercisable for any such common shares, in each case granted, extended or entered into by CIVC or CIVC Subco;
 - (iv) agreements of any kind to which CIVC or CIVC Subco is a party relating to the issuance or sale of any CIVC Shares, or any securities convertible into or exchangeable or exercisable for CIVC Shares or requiring CIVC to qualify securities of CIVC or CIVC Subco for distribution by prospectus under Canadian Securities Laws; or
 - (v) agreements of any kind which may obligate CIVC to issue or purchase any of its securities.
- (d) Immediately before the closing of the Business Combination, CIVC shall have in excess of 150 public shareholders, each of which shall hold at least a “Board Lot” of CIVC Shares, as such term is used the CSE Policies.

4.10 Environmental Matters

Each of CIVC and CIVC Subco is in compliance, in all material respects, with all applicable Environmental Laws and has not materially violated any then current Environmental Laws as applied at that time. Neither CIVC or CIVC Subco 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 CIVC or CIVC Subco 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. There is no material environmental liability nor factors likely to give rise to any material environmental liability (i) affecting any of the material properties of CIVC or CIVC Subco; or (ii) retained in any manner by CIVC or CIVC Subco in connection with properties disposed of by CIVC or CIVC Subco.

4.11 Title

CIVC is the absolute legal and beneficial owner of, and has good and marketable title to, all of its material property or assets (real and Personal, tangible and intangible, including leasehold interests).

4.12 Indebtedness and Guarantees

No indebtedness for borrowed money is owing or guaranteed by CIVC or CIVC Subco. Neither of CIVC or CIVC Subco is bound by any Contract, assurance, bond, undertaking or guarantee under or pursuant to which it has guaranteed or endorsed the debts, obligations or liabilities of any other person.

4.13 Bankruptcy, etc.

No bankruptcy, insolvency or receivership proceedings have been instituted by CIVC or CIVC Subco or, to the knowledge of CIVC, are pending against CIVC or CIVC Subco.

4.14 Undisclosed Liabilities

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

- (a) liabilities disclosed on or reflected or provided for in the most recent financial statements of CIVC included in the CIVC Securities Documents; and
- (b) liabilities incurred in the ordinary and usual course of business of CIVC or CIVC Subco and attributable to the period since August 31, 2018, none of which has had or may reasonably be expected to have a Material Adverse Effect on CIVC or CIVC Subco,

and which, as at March 25, 2019, total approximately \$200,000.

4.15 Brokers

Neither of CIVC or CIVC Subco or, to the knowledge of CIVC, any of their respective Associates, Affiliates or Advisers have retained any broker or finder in connection with the Amalgamation or the other transactions contemplated hereby, nor have any of the foregoing incurred any Liability to any broker or finder by reason of any such transaction. Neither of CIVC or CIVC Subco is a party to or bound by any Contract to pay any royalty, license fee or management fee.

4.16 Books and Records

The corporate records and minute books of CIVC contain or, at or prior to the Business Combination will contain, in all material respects, complete and accurate minutes of all meetings of the directors and shareholders since its date of incorporation, together

with the full text of all resolutions of directors and shareholders passed in lieu of such meetings, duly signed.

4.17 TSXV Policies

CIVC is in compliance with all policies and requirements of the TSXV and has not carried on any business or activities except as permitted thereby.

4.18 Expenses and Obligations

CIVC has no obligations or commitments to incur any expenses of any sort whatsoever from the date hereof until completion of the Business Combination other than general administrative expenses consistent with past practice and expenses relating to the completion of the Business Combination.

4.19 Share Issuance

Subject to applicable Canadian Securities Laws and the rules and policies of the TSXV, CIVC has the full and lawful right and authority to issue CIVC Shares to the Cannus Shareholders, in connection with the Business Combination, and upon issuance, such shares will be validly issued as fully paid and non-assessable common shares in the capital of CIVC free and clear of all Encumbrances.

4.20 Shareholder Approval

To the best of CIVC's knowledge, none of the Non-Arm's Length Parties to CIVC (as defined for the purposes of the TSXV policies) have any direct or indirect interest in Cannus or its assets, or any other relationship which would result in the Business Combination requiring approval by CIVC's shareholders under the policies of the TSXV.

4.21 Public Disclosure Documents

CIVC is current in the filing of all public disclosure documents required to be filed by CIVC under applicable Canadian Securities Laws and TSXV rules (including all Contracts required by Canadian Securities Laws to be filed by CIVC), there are no filings that have been made thereunder on a confidential basis and all of such filings comply with the requirements of all applicable Canadian Securities Laws except where such non-compliance has not and would not reasonably be expected to have a Material Adverse Effect on CIVC.

4.22 No Misrepresentation

No portion of the Public Record contained a misrepresentation (as such term is defined in the *Securities Act* (British Columbia)), 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, as at its date of public dissemination or as at the date hereof.

4.23 Anti-Bribery Laws

Neither CIVC nor CIVC Subco nor to the knowledge of CIVC, any director, officer, employee, consultant, representative or agent of the foregoing, has (i) violated any anti-bribery or anti-corruption laws applicable to CIVC or CIVC Subco, including but not limited to the U.S. Foreign Corrupt Practices Act 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 Governmental Authority; or assisting any representative of CIVC or CIVC Subco in obtaining or retaining business for or with, or directing business to, any Person; or (Y) to any Person, in a manner which would 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 CIVC nor CIVC Subco nor to the knowledge of CIVC, any director, officer, employee, consultant, representative or agent of foregoing, has (i) conducted or initiated any review, audit, or internal investigation that concluded CIVC or CIVC Subco 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 Governmental 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.

ARTICLE 5 COVENANTS OF CANNUS

From and after the date hereof and until the Effective Date (except as hereinafter otherwise provided), unless CIVC shall otherwise consent in writing, which consent shall not be unreasonably withheld, conditioned or delayed:

5.1 Access

Cannus shall permit:

- (a) CIVC and its Advisers to have reasonable access at reasonable times to all properties, books, accounts, records, Contracts, files, correspondence, tax records, and documents of or relating to Cannus including auditor's working papers and management letters and to discuss such matters with the executive officers of Cannus and Cannus shall make available to CIVC and its Advisers a copy of each report or other document filed pursuant to Canadian Securities Laws and all other information concerning its business and properties in its possession or under its control as CIVC may reasonably request; and

- (b) CIVC to conduct, or cause its agents to conduct, such reasonable reviews, inspections, surveys, tests, and investigations of the assets of Cannus as they deem necessary or advisable, provided such reviews are conducted at reasonable times and in a reasonable manner.

5.2 Ordinary Course

Cannus shall conduct business in a prudent and business-like manner and, except for transactions contemplated hereby, only in the ordinary course consistent with past practice, it being acknowledged and agreed that nothing in this Agreement shall prohibit Cannus from completing any Potential Financing or Potential Acquisition.

5.3 Closing Conditions

Cannus shall use all commercially reasonable efforts to cause all of the conditions to the obligations of CIVC and CIVC Subco under this Agreement to be satisfied on or prior to the Effective Date (to the extent the satisfaction of such conditions is within the control of Cannus).

5.4 Listing Statement

Cannus shall prepare the Listing Statement and CIVC shall use all commercially reasonable efforts to assist Cannus in connection with the preparation of the Listing Statement, and Cannus prepare as promptly as possible any other documents required by applicable Law in connection with all shareholder and regulatory approvals required in respect of the Business Combination and the other matters contemplated hereby, including but not limited to the extent applicable, the disclosure regarding Cannus (including financial statements) prescribed under applicable Canadian Securities Laws and described in the form of prospectus that Cannus would be eligible to use, for inclusion in the Listing Statement.

5.5 Stock Exchange Listing

Cannus shall use all commercially reasonable efforts to obtain the approval of the CSE to the Listing. Cannus shall furnish to CIVC and its legal counsel for review and comment, a reasonable amount of time prior to the time of filing of any document with the CSE, a copy of each document to be filed with the CSE, including, without limitation, the Listing Statement.

ARTICLE 6 COVENANTS OF CIVC

From and after the date hereof and until the Effective Date (except as hereinafter otherwise provided), unless Cannus shall otherwise consent in writing, which consent shall not be unreasonably withheld, delayed or conditioned:

6.1 Access

CIVC shall permit, and shall cause CIVC Subco to permit:

- (a) Cannus and its Advisers to have reasonable access at reasonable times to all properties, books, accounts, records, Contracts, files, correspondence, tax records, and documents of or relating to CIVC or CIVC Subco including auditor's working papers and management letters and to discuss such matters with the executive officers of CIVC or CIVC Subco and CIVC shall make available to Cannus and its Advisers a copy of each report or other document filed pursuant to Canadian Securities Laws and all other information concerning its business and properties in its possession or under its control as Cannus may reasonably request; and
- (b) Cannus to conduct, or cause its agents to conduct, such reasonable reviews, inspections, surveys, tests, and investigations of the assets of CIVC and CIVC Subco as they deem necessary or advisable provided such reviews are conducted at reasonable times and in a reasonable manner.

6.2 Corporate Action

CIVC will use its best efforts to take all necessary corporate action, steps and proceedings to approve or authorize, validly and effectively, the execution, delivery and performance of this Agreement and the other agreements and documents contemplated hereby and to complete the Business Combination and to cause all necessary meetings of directors and shareholders of CIVC and CIVC Subco to be held for such purpose.

6.3 Ordinary Course

Each of CIVC and CIVC Subco shall conduct business in a prudent and business-like manner and, except for transactions contemplated hereby, only in the ordinary course consistent with past practice. Each of CIVC and CIVC Subco shall not:

- (a) amend its articles or by-laws, except as contemplated by the Business Combination and this Agreement;
- (b) subdivide, split, combine, consolidate, or reclassify any of its outstanding share capital, except as contemplated by the Business Combination and this Agreement;
- (c) issue or agree to issue any securities, except in connection with:
 - (i) the Business Combination and this Agreement; and
 - (ii) the exercise of any currently outstanding securities convertible into CIVC Shares;
- (d) declare, set aside or pay any dividend or make any other distribution payable in cash, shares, stock, securities or property with respect to any of its share capital other than consistent with past practice;
- (e) repurchase, redeem, or otherwise acquire, directly or indirectly, any of its share capital or any securities convertible or exchangeable into or exercisable for any of its shares;

- (f) incur, guarantee, assume or modify any indebtedness for borrowed money;
- (g) guarantee or assume the liabilities of any Person;
- (h) make loans, advances or other payments other than in the ordinary course of business or as required in connection with the Business Combination;
- (i) sell, lease or otherwise dispose of any material property or assets or enter into any agreement or commitment in respect of any of the foregoing;
- (j) mortgage, pledge or hypothecate any of its assets, or subject them to any Encumbrance, other than a Permitted Encumbrance;
- (k) except as contemplated by the Business Combination and this Agreement, amend or propose to amend the rights, privileges and restrictions attaching to the CIVC Shares, or reduce CIVC's stated capital;
- (l) except as contemplated by the Business Combination and this Agreement, reorganize, amalgamate or merge with another Person;
- (m) acquire or agree to acquire any corporation or other entity (or material interest therein) or division of any corporation or other entity or material assets;
- (n) enter into any agreements outside of the ordinary course other than in connection with transactions contemplated in this Agreement;
- (o) except as required by IFRS or any other generally accepted accounting principles to which CIVC or CIVC Subco may be subject, or any applicable Law, make any changes to the existing accounting practices of CIVC or make any material tax election inconsistent with past practice;
- (p) enter into new commitments of a capital expenditure nature or incur any new contingent liabilities other than (A) expenditures required by Law; (B) expenditures made in connection with transactions contemplated in this Agreement; and (C) expenditures required to prevent the occurrence of a Material Adverse Effect; or
- (q) enter into or modify any employment, consulting, severance, collective bargaining or similar agreement, policy or arrangement with, or grant any bonus, salary increase, option to purchase shares, pension or supplemental pension benefit, profit sharing, retirement allowance, deferred compensation, incentive compensation, severance, change of control or termination pay to, or make any loan to, any officer, director, employee or consultant of CIVC or CIVC Subco.

6.4 Insurance

CIVC shall ensure that all property, real and personal, owned or leased by CIVC or CIVC Subco continues to be insured substantially in the manner and to the extent they are currently insured.

6.5 Consolidation, Name Change and Creation of New Share Classes

Prior to the Effective Time, CIVC shall complete and file Articles of Amendment, in the prescribed form, giving effect to the Consolidation, the Name Change and creating the New CIVC SV Shares and the New CIVC Series A Multiple Voting Shares upon and subject to the terms of this Agreement.

6.6 Board Lots

Prior to the Effective Time and after giving effect to the Consolidation, CIVC shall ensure it has the requisite number of public shareholders that each hold at least a "Board Lot", as defined in the CSE Policies, of CIVC Shares, and shall take all commercially reasonable steps, including, without limitation, undertaking a private placement to ensure it has the requisite shareholders holding a Board Lot.

6.7 Closing Conditions

CIVC shall use all commercially reasonable efforts to cause all of the conditions to the obligations of Cannus under this Agreement to be satisfied on or prior to the Effective Date (to the extent the satisfaction of such conditions is within the control of CIVC or CIVC Subco).

6.8 Stock Exchange Listing

CIVC shall use all best efforts to obtain the approval of the TSXV to the de-listing of the CIVC Shares. CIVC shall furnish to Cannus and its legal counsel for review and comment, a reasonable amount of time prior to the time of filing of any document with the TSXV, a copy of each document to be filed with the TSXV and copies of the final approval of the TSXV respecting the de-listing. CIVC will use its best efforts to obtain the necessary approvals of the CIVC Shareholders for the listing of the New CIVC Shares on the CSE.

6.9 CIVC Subco

CIVC, as sole shareholder of CIVC Subco, shall execute and deliver a written consent resolution passing the CIVC Subco Amalgamation Resolution and the Amalgamation.

6.10 Directors and Management

Upon the change of directors and officers of CIVC and CIVC Subco as described in Section 1.4, CIVC shall complete and file, or cause to be completed and filed, such documents prescribed under the BCBCA to give effect to such change of directors and officers of CIVC and the appointment of the New CIVC Directors and the New CIVC Management. Upon the completion of the Business Combination:

- (a) the directors of CIVC will resign and there will be appointed and/or elected in their place as directors of CIVC such five (5) persons as Cannus shall designate; and
- (b) the officers of CIVC will resign and there will be appointed in their place as officers of CIVC such persons as Cannus shall designate.

6.11 New Incentive Plan

CIVC will use its best efforts to approve and adopt the New Incentive Plan immediately prior to the completion of the Business Combination.

6.12 Working Capital

Prior to the payment of (i) any costs associated with the transactions contemplated herein, which costs shall be no more than C\$100,000 (not including costs incurred prior to March 25, 2019), and (ii) any CSE listing fees, CIVC shall have a working capital position of not less than C\$150,000 and a cash position of not less than C\$150,000 as of the Effective Date, provided that if the Effective Date occurs after June 30, 2019, such working capital and cash position amounts will decrease by approximately C\$10,000 per month.

ARTICLE 7 OTHER COVENANTS OF THE PARTIES

7.1 Amalgamation

On or before the Termination Date, CIVC and Cannus shall use commercially reasonable efforts to take all necessary steps to amalgamate Cannus and CIVC Subco.

7.2 Consents and Notices

Promptly after the date hereof and, if necessary, for a reasonable time after the Effective Date:

- (a) The Parties shall use all commercially reasonable efforts, and shall cooperate with each other to obtain, all consents, waivers, approvals, and authorizations, in addition to those set forth in clause (b) below which may be necessary to effect the Business Combination including, without limitation, obtaining those consents, waivers, approvals, and authorizations described in Section 3.2 hereof and Section 4.2 hereof and shall provide copies of such documents to the other Party.
- (b) Each of Cannus, CIVC and CIVC Subco will promptly execute and file, or join in the execution and filing of, any application or other document that may be necessary in order to obtain the authorization, approval or consent of any Governmental Authority which may be reasonably required, or which any other Party may reasonably request in connection with the consummation of the transactions contemplated by this Agreement and shall provide copies of such documents to the other Party. Each of Cannus, CIVC and CIVC Subco will use all commercially reasonable efforts to obtain promptly all such authorizations, approvals and consents.

7.3 Circulars and Listing Statement

- (a) Each of Cannus and CIVC shall use all commercially reasonable efforts to prepare, as promptly as practicable after the date of this Agreement, if necessary, the Cannus Circular and the CIVC Circular, respectively, together with any other documents required under Canadian Securities

Laws and applicable corporate laws in connection with the CIVC Meeting and, if necessary, the Cannus Meeting and each of CIVC and Cannus shall co-operate with each other in preparation of their respective circulars and in connection therewith provide the other Party with such information and material concerning its affairs as such other Party shall reasonably request.

- (b) As soon as practicable after the date hereof, CIVC shall call the CIVC Meeting and hold the CIVC Meeting as soon as practicable thereafter and in any event no later than the date that is four (4) months after the date of this Agreement, and mail the CIVC Circular and all other documentation required in connection with the CIVC Meeting to each CIVC Shareholder. The CIVC Circular, if necessary, shall include, *inter alia*, the unanimous recommendation of the board of directors of CIVC that its shareholders vote in favour of the CIVC Resolutions.
- (c) As soon as practicable after the date hereof, Cannus shall file the Listing Statement with the CSE and, if necessary, mail the Cannus Circular and all other documentation required in connection with the Cannus Meeting to its shareholders and shall hold the Cannus Meeting at the earliest practicable date following the mailing the Cannus Circular. The Cannus Circular, if necessary, shall include, *inter alia*, the unanimous recommendation of the board of directors of Cannus that its shareholders vote in favour of the Cannus Resolutions.
- (d) Cannus covenants that none of the information regarding Cannus to be supplied by Cannus that is required to be included or incorporated by reference in the CIVC Circular or the Listing Statement, as the case may be, will as of the date of such document contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. If at any time prior to the Effective Time any event with respect to Cannus or its officers and directors shall occur that is required to be described in the CIVC Circular or the Listing Statement, as the case may be, Cannus shall give prompt notice to CIVC of such event and shall cooperate in the preparation of a supplement or amendment to the CIVC Circular or the Listing Statement, as the case may be, if such supplement or amendment, as applicable, is required, unless such cooperation and efforts would subject Cannus to unreasonable cost or liability or would be in breach of applicable statutory or regulatory requirements.
- (e) CIVC covenants that none of the information regarding CIVC and CIVC Subco to be supplied by CIVC that is included or incorporated by reference in the Cannus Circular or the Listing Statement, as the case may be, will as of the date of such document contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. If at any time prior to the Effective Time any event with respect to CIVC, its officers and directors or CIVC Subco shall occur that is required to be described in the CIVC Circular, Listing Statement or Cannus Circular, as the case may be,

CIVC shall give prompt notice to Cannus of such event and shall cooperate in the preparation of a supplement or amendment to the CIVC Circular, Listing Statement or Cannus Circular, as the case may be, if such supplement or amendment, as applicable, is required, unless such cooperation and efforts would subject CIVC to unreasonable cost or liability or would be in breach of applicable statutory or regulatory requirements.

7.4 Defense of Proceedings

CIVC and CIVC Subco, on the one hand, and Cannus, on the other hand, shall vigorously defend, or shall cause to be vigorously defended, any lawsuits or other legal proceedings brought against CIVC, Cannus or CIVC Subco, or their respective officers, directors or shareholders, challenging this Agreement or the completion of the Business Combination, and the Parties shall cooperate with each other in all respects in such defense. Neither CIVC, CIVC Subco nor Cannus shall compromise or settle any claim brought in connection with the Business Combination, without the prior written consent of the other Parties, which consent shall not be unreasonably withheld, conditioned or delayed.

7.5 Press Releases

Before issuing any press release or otherwise making any public statements with respect to this Agreement or the Business Combination, CIVC, CIVC Subco and Cannus shall consult with each other and shall undertake reasonable efforts to agree upon the terms of such press release, and shall not issue any such press release or make any such public statement prior to such consultation, except as may be required by applicable Law or by obligations pursuant to any listing agreement with any stock exchange.

7.6 Non-Solicitation

- (a) Cannus hereby agrees from the date of this Agreement until the Termination Date:
 - (i) not to take actions of any kind which may be reasonably expected to reduce the likelihood of success of the Business Combination, except as required by law, the CSE or TSXV or other than as contemplated herein;
 - (ii) to use its reasonable commercial efforts to complete the Business Combination and to not take any action contrary to or in opposition to the Business Combination;
 - (iii) not to alter or amend Cannus' constating documents or Cannus' articles or by-laws in any manner which may adversely affect the success of the Business Combination, except as is agreed to by CIVC in writing or required to give effect to the matters contemplated herein;
 - (iv) to disclose to CIVC any unsolicited offer it has received: (i) for the purchase of its shares, or any portion thereof, or (ii) of any amalgamation, arrangement, merger, business combination, take-

- over bid, tender or exchange offer, variation of a take-over bid, tender or exchange offer or similar transaction involving Cannus made to the board of directors or management of Cannus, or directly to the Cannus Shareholders;
- (v) to use its commercially reasonable efforts to obtain any third party approvals required in respect of the Business Combination, including any lenders or financial institutions, state and local regulators, licensors and strategic partners; and
 - (vi) to cooperate fully with CIVC and to use commercially reasonable efforts to assist CIVC in its efforts to complete the Business Combination.
- (b) CIVC hereby agrees from the date of this Agreement until the Termination Date:
- (i) not to carry on any business except as contemplated herein;
 - (ii) not to issue any debt or equity or other securities, except as agreed to by Cannus, or declare or pay any dividends or distribute any of CIVC's property or assets to CIVC Shareholders;
 - (iii) not to alter or amend CIVC's articles or by-laws except as contemplated herein;
 - (iv) not to enter into any transaction or contract, except as contemplated herein, without the prior written consent of Cannus;
 - (v) not to initiate, propose, assist or participate in any activities or solicitations in opposition to or in competition with the Business Combination and, without limiting the generality of the foregoing, not to take any actions to give effect to the completion of any transactions other than the Business Combination, not induce or attempt to induce any other person to initiate any shareholder proposal, acquisition of CIVC Shares or any other form of transaction inconsistent with completion of the Business Combination, not to complete any fundraising activities and not to take actions of any kind which may reduce the likelihood of success of the Business Combination, except as required by statutory law;
 - (vi) to disclose to Cannus any unsolicited offer it has received: (i) for the purchase of its shares, or any portion thereof, or (ii) of any amalgamation, arrangement, merger, business combination, take-over bid, tender or exchange offer, variation of a take-over bid, tender or exchange offer or similar transaction involving CIVC made to the board of directors or management of CIVC, or directly to the CIVC Shareholders;
 - (vii) to use its commercially reasonable efforts to obtain any third party approvals required in respect of the Business Combination;

- (viii) to cooperate fully with Cannus, and to use commercially reasonable efforts to assist Cannus to complete the Business Combination and to take all actions as are otherwise necessary to complete the Business Combination, including satisfaction of all conditions precedent to the completion of the Business Combination hereunder that are for the benefit of Cannus;
- (ix) to use its reasonable commercial efforts to cause all CIVC Shareholders to vote their CIVC Shares in favour of the Business Combination and related matters, and otherwise approve the Business Combination and related matters as required; and
- (x) to have a working capital position of not less than C\$150,000 and a cash position of not less than C\$150,000 as of the Effective Date, provided that if the Effective Date occurs after June 30, 2019, such working capital and cash position amounts will decrease by approximately C\$10,000 per month.

7.7 Refrain from Certain Actions

No Party shall take any action, refrain from taking any action (subject to commercially reasonable efforts) or permit any action to be taken or not taken, inconsistent with the provisions of this Agreement or which would or could reasonably be expected to materially impede the completion of the transactions contemplated hereby or which would or could reasonably be expected to have a Material Adverse Effect on such Party.

7.8 Agreement of CIVC to Indemnify

CIVC will indemnify, defend, and hold harmless, to the full extent of the law, Cannus and the Principal Vendor from, against, and in respect of, any and all losses asserted against, relating to, imposed upon, or incurred by Cannus by reason of, resulting from, based upon, or arising out of:

- (a) the material breach by CIVC of any representation or warranty of CIVC contained in, or made pursuant to, any Transaction Document; or
- (b) the material breach or partial breach by CIVC of any covenant or agreement of CIVC made in, or pursuant to any Transaction Document.

7.9 Agreement of Cannus and the Principal Vendor to Indemnify

Cannus and the Principal Vendor will, jointly and severally, indemnify, defend, and hold harmless, to the full extent of the law, CIVC from, against, and in respect of any and all Losses asserted against, relating to, imposed upon, or incurred by CIVC by reason of, resulting from, based upon or arising out of:

- (a) the material breach by Cannus and/or the Principal Vendor of any representation or warranty of Cannus and/or the Principal Vendor contained in, or made pursuant to, any Transaction Document; or

- (b) the material breach by Cannus and/or the Principal Vendor of any covenant or agreement of Cannus and/or the Principal Vendor made in, or made pursuant to, any Transaction Document.

7.10 Third Party Claims

- (a) If any third party notifies a Party entitled to indemnification under Section 7.8 or 7.9 (each an “**Indemnified Party**”) with respect to any matter (a “**Third-Party Claim**”) which may give rise to an indemnity claim against a Party that is required to indemnify against under Section 7.8 or 7.9 (each an “**Indemnifying Party**”), then the Indemnified Party will promptly give written notice to the Indemnifying Party; provided, however, that no delay on the part of the Indemnified Party in notifying the Indemnifying Party will relieve the Indemnifying Party from any obligation under Section 7.8 or 7.9, except to the extent such delay actually and materially prejudices the Indemnifying Party.
- (b) The Indemnifying Party will be entitled to participate in the defense of any Third-Party Claim that is the subject of a notice given by the Indemnified Party pursuant to Section 7.10(a). In addition, the Indemnifying Party will have the right to defend the Indemnified Party against the Third-Party Claim with counsel of its choice that is reasonably satisfactory to the Indemnified Party, so long as:
 - (i) the Indemnifying Party gives written notice to the Indemnified Party within fifteen (15) days after the Indemnified Party has given notice of the Third-Party Claim that the Indemnifying Party elects to assume the defense of such Third-Party Claim;
 - (ii) the Indemnifying Party provides the Indemnified Party with evidence that is reasonably acceptable to the Indemnified Party that the Indemnifying Party will have adequate financial resources to defend against the Third-Party Claim and fulfill its indemnification obligations hereunder;
 - (iii) if the Indemnifying Party is a party to the Third-Party Claim or, in the reasonable opinion of the Indemnified Party, some other actual or potential conflict of interest exists between the Indemnifying Party and the Indemnified Party, the Indemnified Party determines in good faith that joint representation would not be inappropriate;
 - (iv) the Third-Party Claim does not relate to or otherwise arise in connection with taxes or any criminal or regulatory enforcement action;
 - (v) settlement of an adverse judgment with respect to the Indemnifying Party or the Indemnifying Party’s conduct of the defense of the Third-Party Claim is not, in the good faith judgment of the Indemnified Party, likely to be materially adverse to the Indemnified Party’s reputation or continuing business interests (including its

relationships with current or potential customers, suppliers or other parties material to the conduct of its business); and

- (vi) the Indemnifying Party conducts the defense of the Third-Party Claim actively and diligently.

The Indemnified Party may retain separate co-counsel at its sole cost and expense and participate in the defense of the Third-Party Claim; provided, however, that the Indemnifying Party will pay the reasonable fees and expenses of separate co-counsel retained by the Indemnified Party that are incurred prior to the Indemnifying Party's assumption of control of the defense of the Third-Party Claim.

- (c) The Indemnifying Party will not consent to the entry of any judgment, or enter into any compromise or settlement, with respect to the Third-Party Claim without the prior written consent of the Indemnified Party, unless such judgment, compromise or settlement:

- (i) provides for the payment by the Indemnifying Party of money as sole relief for the claimant;
- (ii) results in the full and general release of the Indemnified Party from all Liabilities arising or relating to, or in connection with, the Third-Party Claim; and
- (iii) involves no finding or admission of any violation of Applicable Laws or the rights of any Person and has no effect on any other claims that may be made against the Indemnified Party.

- (d) If the Indemnifying Party does not deliver the notice contemplated by Section 7.10(b)(i), or the evidence contemplated by Section 7.10(b)(ii), within fifteen (15) days after the Indemnified Party has given notice of the Third-Party Claim, or otherwise at any time fails to conduct the defense of the Third-Party Claim actively and diligently, the Indemnified Party may defend, and may consent to the entry of any judgment or enter into any compromise or settlement with respect to, the Third-Party Claim in any manner it may deem appropriate; provided, however, that the Indemnifying Party will not be bound by the entry of any such judgment consented to, or any such compromise or settlement effected, without its prior written consent (which consent will not be unreasonably withheld or delayed). In the event that the Indemnified Party conducts the defense of the Third-Party Claim pursuant to this Section 7.10, the Indemnifying Party will:

- (i) advance the Indemnified Party promptly and periodically for the costs of defending against the Third-Party Claim (including reasonable attorneys' fees and expenses); and
- (ii) remain responsible for any and all other Losses that the Indemnified Party may incur or suffer resulting from, arising out of, relating to, in the nature of or caused by the Third-Party Claim to the fullest extent provided in Sections 7.8, 7.9 and 7.10.

7.11 Exemptions from Registration Requirements of U.S. Securities Laws

The Parties hereto intend for the issuances and exchanges of securities contemplated hereby to be exempt from the registration requirements of the U.S. Securities Act and any applicable securities laws of any state of the United States and, accordingly, each agrees to take such further commercially reasonable actions (including the execution and delivery of such further instruments and documents) as any other Party may reasonably request with regards to ensuring the availability of and maintaining such exemptions.

The New CIVC Securities to be issued to the Cannus Securityholders who are outside the United States and who are not acting for the account or benefit of a person inside the United States will be issued in “offshore transactions” (as such term is defined in Regulation S under the U.S. Securities Act) in reliance on Rule 903 of Regulation S under the U.S. Securities Act. The New CIVC Securities to be issued to the Cannus Securityholders who (i) are in the United States, (ii) are U.S. Persons, (iii) are acquiring the New CIVC Securities for the account or benefit of, U.S. Persons or persons in the United States, (iii) were offered the New CIVC Securities while in the United States or (iv) execute the approval for the exchange of their Cannus Securities while in the United States (each a “**U.S. Purchaser**”) will be issued in reliance on Rule 506(b) of Regulation D under the U.S. Securities Act and/or Section 4(a)(2) thereof and, in each case, in accordance with available exemptions from any applicable securities laws of any state of the United States.

Each Cannus Securityholder who is a U.S. Purchaser and is receiving New CIVC Securities will be required to sign and deliver a certificate in the form attached hereto as Schedule D in order to make the necessary representations and warranties to confirm the availability of this exemption from registration under the U.S. Securities Act prior to receipt of, as applicable, the New CIVC Securities. Each Cannus Securityholder that does not sign and deliver such certificate will be deemed to be representing and warranting that such Cannus Securityholder is not a U.S. Purchaser.

The New CIVC Securities and any New CIVC Shares issued upon exercise of New CIVC Securities, as applicable, issued to a U.S. Purchaser in connection with the Amalgamation will be “restricted securities” within the meaning of Rule 144(a)(3) under the U.S. Securities Act and will bear a legend in substantially the form that follows:

“THE SECURITIES REPRESENTED HEREBY [AND IN THE CASE OF OPTIONS AND WARRANTS: AND THE SECURITIES ISSUABLE UPON EXERCISE HEREOF] HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “U.S. SECURITIES ACT”) OR UNDER ANY STATE SECURITIES LAWS AND ARE “RESTRICTED SECURITIES” AS THAT TERM IS DEFINED IN RULE 144 UNDER THE U.S. SECURITIES ACT. THE HOLDER HEREOF, BY ACQUIRING SUCH SECURITIES, AGREES FOR THE BENEFIT OF THE ISSUER THAT SUCH SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED, DIRECTLY OR INDIRECTLY, ONLY (A) TO THE ISSUER; (B) OUTSIDE THE UNITED STATES IN COMPLIANCE WITH RULES 903 OR 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT AND IN COMPLIANCE WITH APPLICABLE LOCAL LAWS AND REGULATIONS; (C) IN COMPLIANCE WITH THE EXEMPTION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT PROVIDED BY RULE 144 THEREUNDER, IF AVAILABLE, AND IN

COMPLIANCE WITH ANY APPLICABLE STATE SECURITIES LAWS; (D) IN A TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE U.S. SECURITIES ACT OR ANY APPLICABLE STATE SECURITIES LAWS, OR (E) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE U.S. SECURITIES ACT AND, IN THE CASE OF PARAGRAPH (C) OR (D), THE SELLER FURNISHES TO THE ISSUER AN OPINION OF COUNSEL OF RECOGNIZED STANDING IN FORM AND SUBSTANCE REASONABLY SATISFACTORY TO THE ISSUER TO SUCH EFFECT. DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE GOOD DELIVERY IN SETTLEMENT OF TRANSACTIONS ON STOCK EXCHANGES IN CANADA.”

ARTICLE 8 CONDITIONS TO OBLIGATIONS OF CIVC

8.1 Conditions Precedent in Favour of CIVC to Completion of the Business Combination

The obligation of CIVC and CIVC 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 CIVC and CIVC Subco:

- (a) The representations and warranties of Cannus 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 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 CIVC shall have received a certificate signed on behalf of Cannus by an executive officer thereof to such effect dated as of the Effective Date.
- (b) Cannus 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 Cannus prior to or on the Effective Date and CIVC shall have received a certificate signed on behalf of Cannus by an executive officer thereof to such effect dated as of the Effective Date.
- (c) No legal proceeding shall be pending or threatened in writing wherein an unfavourable judgment, order, decree, stipulation or injunction would (A) prevent consummation of any component of the Business Combination or any transaction related to the Business Combination, or (B) cause any component of the Business Combination or any transaction related to the Business Combination to be rescinded following consummation.
- (d) No inquiry or investigation (whether formal or informal) in relation to Cannus or its directors, members, managers, or officers, as applicable, shall have been commenced or threatened by the CSE, the TSXV, any relevant securities commission or other federal, state or local regulatory body having jurisdiction, such that the outcome of such inquiry or investigation could have a Material Adverse Affect on CIVC after giving effect to the Business Combination.

- (e) There being no prohibition under applicable Laws against consummation of the Business Combination.
- (f) On completion of the Business Combination and receipt of conditional approval for the listing on the CSE, each of the parties as required by the CSE shall have entered into an escrow agreement upon the terms and conditions imposed pursuant to the policies of the CSE and Canadian Securities Laws.
 - (i) Subject to CSE listing requirements, each Cannus Shareholder who participated in the Cannus Share Exchange shall execute and deliver to CIVC a voluntary escrow agreement, to be effective as of the Effective Date, which will provide that the New CIVC Shares issued to such Cannus Shareholders will be deposited into escrow, with an escrow agent to be determined by CIVC in its sole discretion (the “**Escrow Agent**”), whereby such New CIVC Shares to be released from escrow 120 days after the Listing date.
 - (ii) Subject to CSE listing requirements, each Cannus Shareholder who participated in the Cannus Seed Financing shall execute and deliver to CIVC a voluntary escrow agreement, to be effective as of the Effective Date, which will provide that the New CIVC Shares issued to such Cannus Shareholders will be deposited into escrow with the Escrow Agent, and whereby such New CIVC Shares to be released in two equal tranches, with the first tranche being released 90 days after the Listing date and the second tranche being released 180 days after the Listing date.
 - (iii) Subject to CSE listing requirements, each Cannus Shareholder who participated in the Cannus Debenture Financing shall execute and deliver to CIVC a voluntary lock-up or escrow agreement, to be effective as of the Effective Date, whereby such Cannus Shareholder agrees that they will not offer, sell, transfer, pledge or otherwise dispose of or transfer the economic consequences of any New CIVC Shares or New CIVC Warrants for a period of 120 days after the Listing date.
- (g) There shall not have occurred any Material Adverse Change in Cannus since the date of this Agreement except for a decrease in Cannus’ working capital position reasonably necessary to facilitate the Amalgamation.
- (h) The Cannus Shareholders shall have approved the Cannus Resolutions in accordance with applicable Law.
- (i) The CIVC Shareholders shall have approved the CIVC Resolutions at the CIVC Meeting in accordance with applicable Law.
- (j) All directors, officers and members of management of CIVC and any subsidiary of CIVC shall have resigned and entered into mutual releases in form and substance acceptable to them, acting reasonably.

ARTICLE 9
CONDITIONS TO OBLIGATIONS OF CANNUS

9.1 Conditions Precedent in Favour of Cannus to Completion of the Business Combination

The obligation of Cannus 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 Cannus:

- (a) The representations and warranties of CIVC and CIVC Subco 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 Cannus shall have received certificates signed on behalf of CIVC and CIVC Subco, respectively, by an executive officer thereof to such effect dated as of the Effective Date.
- (b) CIVC and CIVC 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 CIVC and CIVC Subco, respectively, prior to or on the Effective Date and Cannus shall have received certificates signed on behalf of CIVC and CIVC Subco, respectively, by an executive officer thereof to such effect dated as of the Effective Date.
- (c) On completion of the Business Combination and receipt of conditional approval for the listing on the CSE, each of the parties as required by the CSE shall have entered into an escrow agreement upon the terms and conditions imposed pursuant to the policies of the CSE and Canadian Securities Laws.
 - (i) Subject to CSE listing requirements, each CIVC Shareholder shall execute and deliver to Cannus a voluntary escrow agreement, to be effective as of the Effective Date, which will provide that the New CIVC Shares issued to such CIVC Shareholders will be deposited into escrow with the Escrow Agent, whereby such New CIVC Shares to be released from escrow in three equal tranches, with the first tranche being released 90 days after the Listing date, the second tranche being released 120 days after the Listing date and the third tranche being released 180 days after the Listing date.
- (d) There shall not have occurred any Material Adverse Change in CIVC or CIVC Subco except for a decrease in CIVC's working capital position reasonably necessary to facilitate the Amalgamation and to meet its customary obligations as a "reporting issuer".
- (e) The Cannus Shareholders shall have approved the Cannus Resolutions in accordance with applicable Law.

- (f) The CIVC Shareholders shall have approved the CIVC Resolutions at the CIVC Meeting in accordance with applicable Law.
- (g) The New CIVC SV Shares shall have been approved for Listing.
- (h) Cannus shall have completed the Debenture Financing for aggregate gross proceeds of no less than US\$10,000,000, or such aggregate number as determined by the directors of Cannus.
- (i) If necessary, Cannus shall have obtained the approval of the Cannus Convertible Debenture holders to the Business Combination.
- (i) The CIVC Shares shall have been de-listed from the TSXV.
- (j) CIVC shall have filed Articles of Amendment in accordance with the BCBCA in respect of the Consolidation, the Name Change and the creation of the New CIVC SV Shares and the New CIVC Series A Multiple Voting Shares upon and subject to the terms of this Agreement and the Consolidation and the Name Change shall be effective and the New CIVC SV Shares and the New CIVC Series A Multiple Voting Shares shall be created and an unlimited number of each class of New CIVC Share shall be authorized to be issued.
- (k) Cannus shall have received the approval of any third parties from whom Cannus must obtain consent, including any lenders or financial institutions, state and local regulators, licensors and strategic partners.
- (l) Dissent Rights shall not have been exercised in respect of more than 10% of the issued and outstanding Cannus Shares.
- (m) Cannus shall be satisfied that the exchange of New CIVC Shares for Cannus Shares shall be qualified or exempt from registration or qualification under all applicable United States federal and state securities laws.
- (n) Any convertible securities or similar instruments or agreements of Cannus providing for the issuance of securities of Cannus will, following the Business Combination, be convertible into or provide for the issuance of securities of CIVC in accordance with their terms or shall have been assumed in writing by CIVC (including by entering into supplemental indentures) such that they will be convertible into or provide for the issuance of securities of CIVC following the Business Combination.
- (o) The New CIVC Shares issuable pursuant to the Business Combination shall be issued or be issuable as fully paid and non-assessable shares in the capital of CIVC, free and clear of any and all Encumbrances, liens, charges, demands of whatsoever nature, except those imposed pursuant to the escrow restrictions of the CSE or by this Agreement, and shall be exempt from the prospectus requirements of applicable Canadian Securities Laws in the provinces where CIVC is a reporting issuer, either by virtue of exemptive relief from the such regulators or by virtue of applicable

exemptions under such Canadian Securities Laws, and such securities shall not be subject to resale restrictions under applicable Canadian Securities Laws (other than as applicable to control persons, pursuant to section 2.6 of National Instrument 45-102-Resale of Securities).

- (p) All of the current directors and officers of CIVC and CIVC Subco shall have resigned without payment by or any liability to CIVC, Cannus, CIVC Subco or Amalco, and each such director and officer shall have executed and delivered a release in favour of CIVC, CIVC Subco, Cannus and Amalco, in a form acceptable to CIVC and Cannus, each acting reasonably.
- (q) The New CIVC Directors shall have been elected to the board of directors of CIVC, conditional upon the completion of the Business Combination, and the New CIVC Management shall have been duly appointed as the management of CIVC as of the time of closing of the Business Combination, and the CSE shall not have objected to the appointment of the New CIVC Directors or of the New CIVC Management, each upon closing of the Business Combination.
- (r) All liabilities of CIVC (on a consolidated basis), other than liabilities incurred in connection with the Business Combination or incurred to maintain CIVC's status as a "reporting issuer" not in default in the provinces in which CIVC is a "reporting issuer", shall have been satisfied.
- (s) There being no prohibition under applicable Laws against consummation of the Business Combination.
- (t) No legal proceeding shall be pending or threatened in writing wherein an unfavourable judgment, order, decree, stipulation or injunction would (A) prevent consummation of any component of the Business Combination or any transaction related to the Business Combination, or (B) cause any component of the Business Combination or any transaction related to the Business Combination to be rescinded following consummation.
- (u) No inquiry or investigation (whether formal or informal) in relation to CIVC or any subsidiary of CIVC or its directors, officers or shareholders shall have been commenced or threatened by the CSE, the TSXV, any securities commission or other federal, state, provincial or local regulatory body having jurisdiction, such that the outcome of such inquiry or investigation could have a Material Adverse Effect on CIVC after giving effect to the Business Combination.
- (v) Prior to the Effective Date, no more than 9,500,000 CIVC Shares, on a post-Consolidation basis, will be issued and no other New CIVC Shares will be reserved for issuance or be issuable, whether pursuant to any convertible securities of CIVC or otherwise.
- (w) CIVC shall have the requisite number of Board Lots as required by the CSE Policies.

- (x) Prior to the payment of (i) any costs associated with the transactions contemplated herein, which costs shall be no more than C\$100,000 (not including costs incurred prior to March 25, 2019), and (ii) any CSE listing fees, to have a working capital position of not less than C\$150,000 and a cash position of not less than C\$150,000 as of the Effective Date, provided that if the Effective Date occurs after June 30, 2019, such working capital and cash position amounts will decrease by approximately C\$10,000 per month.

ARTICLE 10 MUTUAL CONDITIONS PRECEDENT

10.1 Mutual Conditions Precedent

The obligations of CIVC and Cannus 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 CIVC and Cannus:

- (a) all consents, waivers, permits, exemptions, orders, consents 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 Cannus or CIVC or materially impede the completion of the Business Combination, shall have been obtained;
- (b) no temporary restraining order, preliminary injunction, permanent injunction or other order preventing the consummation of the Business Combination shall have been issued by any federal, state, or provincial court (whether domestic or foreign) having jurisdiction and remain in effect;
- (c) on the Effective Date, no cease trade order or similar restraining order of any other provincial securities administrator relating to the CIVC Shares, the New CIVC Shares, the Cannus Shares or the Amalco Shares shall be in effect;
- (d) there shall not be pending or threatened any suit, action or proceeding by any Governmental Authority, before any court or Governmental 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 CIVC, CIVC Subco or Cannus any damages that are material in relation to CIVC, CIVC Subco and Cannus and their subsidiaries taken as a whole;
- (e) the distribution of Amalco Shares and the New CIVC Shares pursuant to the Business Combination shall be exempt from the prospectus 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 [*Seasoning Period*] of National

Instrument 45-102 – *Resale of Securities of the Canadian Securities Administrators*; and

- (f) this Agreement shall not have been terminated in accordance with its terms.

ARTICLE 11 CONFIDENTIALITY

11.1 Confidentiality

- (a) Each Party hereto agrees that it shall keep strictly confidential and shall not disclose, copy, reproduce or distribute, or cause or permit to be disclosed, copied, reproduced or distributed any information concerning another Party hereto (the “**Disclosing Party**”), its business, operations, assets and liabilities, that was obtained from another party hereto (or such party’s Representatives) including pursuant to Sections 5.1 and 6.1 hereof, respectively (the “**Confidential Information**”) to anyone except (i) the receiving party’s (the “**Recipient**”) directors, officers, employees, Affiliates and advisors (the “**Representatives**”) to whom disclosure is reasonably necessary for the purposes of or in connection with the transactions contemplated herein, and who have agreed to be bound by the terms of this Agreement, or (ii) as otherwise consented to in writing by Disclosing Party. Each Recipient shall use its best efforts to ensure that the Confidential Information remains strictly confidential and is not disclosed to or seen, used or obtained by any person or entity except in accordance with the terms of this Agreement.
- (b) Prior to the Effective Date, each Recipient and its Representatives shall not use or cause to be used any Confidential Information for any purpose other than in connection with evaluating, negotiating or advising in connection with the transactions contemplated herein, and at no time shall a Recipient or its Representatives otherwise use or cause to be used any Confidential Information for the benefit of itself or any other third party or in any manner adverse to, or to the detriment of, the Disclosing Party or its shareholders.
- (c) Each Recipient shall instruct its Representatives to whom it makes disclosure that the disclosure is made in confidence and shall be kept in confidence and used only in accordance with this Agreement. The Recipient is liable for any breach of the obligations under this Agreement committed by its Representatives.
- (d) Notwithstanding the foregoing,
 - (i) the obligations of the Recipient under this section Article 11 shall not apply to any information that (A) is publicly available or becomes publicly available through no action or fault of the Recipient, (B) was already in the Recipient’s possession or known to Recipient prior to being disclosed or provided to the Recipient by or on behalf of the Disclosing Party, provided that the source of such information or material was not bound by a contractual, legal or fiduciary obligation

of confidentiality to the Disclosing Party or any other party with respect thereto, (C) is obtained by the Recipient from a third party, provided, that, such third party has the lawful right to disclose the Confidential Information, or (D) is independently developed by the Recipient without reference to the Confidential Information; and

- (ii) a Recipient may disclose Confidential Information if and to the extent legally required or compelled to do so by applicable law or in any governmental, administrative or judicial process (the “**Compelled Disclosure**”). The Recipient shall provide the Disclosing Party with prompt written notice of any request or requirement for Compelled Disclosure and shall co-operate with the Disclosing Party as the latter may reasonably and lawfully request with respect to the form, timing and nature of any Compelled Disclosure or seeking a protective order or other appropriate remedy. The Recipient may disclose only such Confidential Information as is specifically required or compelled to be disclosed and shall continue to use his or its best efforts to preserve the confidentiality of the Confidential Information.
- (e) Upon the termination or rescission of this Agreement, each Recipient will promptly, if requested to do so by the Disclosing Party, return to the Disclosing Party or destroy all Confidential Information (including notes, writings and other material developed therefrom by Recipient) and all copies thereof and retain none for its files. The requirements of confidentiality set forth herein shall survive the return or destruction of such Confidential Information.
- (f) Each Recipient hereby agrees that its failure or threat of failure to perform any obligation or duty which it has agreed to perform under this Agreement may cause irreparable harm to the Disclosing Party, which harm cannot be adequately compensated for by monetary damages. It is further agreed by each Recipient that an order of specific performance, injunctive relief or other equitable relief (or any combination thereof) against the Recipient in the event of a breach or default, or the threat of a breach or default, under the terms of this Agreement would be equitable and would not work a hardship on the Recipient and accordingly, in such event the Disclosing Party, without any bond or other security being required and in addition to whatever other remedies are or might be available at law or in equity, shall have the right to commence an action against the Recipient either to compel specific performance by, or to obtain injunctive relief or other equitable relief (or any combination thereof) against, the Recipient, with respect to any such event.
- (g) Each Recipient acknowledges that the Recipient is aware, and shall advise his or its Representatives, that Canadian Securities Laws prohibit any person who has received material non-public information from an issuer from purchasing or selling securities of such issuer or from communicating such information to any other person.

ARTICLE 12 TERMINATION

12.1 Termination of this Agreement

This Agreement may be terminated at any time prior to the Effective Time, whether before or after the Cannus Resolutions being passed by the Cannus Shareholders, the CIVC Subco Amalgamation Resolution being passed by CIVC or the CIVC Resolutions being passed by the CIVC Shareholders or any other matters presented in connection with the Business Combination:

- (a) by mutual written consent of CIVC, CIVC Subco and Cannus;
- (b) by a Party if a condition in its favour or a mutual condition is not satisfied by the Termination Date (or any earlier date by which such condition is required to be satisfied) except where such failure is the result of a breach of this Agreement by such Party;
- (c) by CIVC or Cannus 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 Section 8.1, 9.1 or 10.1, 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**”);
- (d) 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;
- (e) by Cannus if:
 - (i) the board of directors of Cannus, or any committee thereof, withdraws or modifies, its approval of this Agreement or its recommendation to shareholders to vote in favour the Cannus Resolutions, as applicable;
 - (ii) the Cannus Resolutions are not passed by the Cannus Shareholders; or
 - (iii) the CIVC Resolutions are not passed by the CIVC Shareholders;
- (f) by CIVC or Cannus if the Amalgamation is not completed by the Termination Date provided that the Party then seeking to terminate this Agreement is not then in default of any of its obligations hereunder; and
- (g) by CIVC or Cannus if the other Party has breached the provisions of Section 7.6 hereof in any material manner.

12.2 Survival of Covenants, Representations and Warranties; Limitation

No investigation by or on behalf of any Party prior to the execution of this Agreement will mitigate, diminish or affect the representations and warranties made by the other parties. The representations and warranties of the Parties contained in this Agreement will not survive the completion of the Business Combination and will expire and be terminated on the earlier of the Effective Time and the date on which this Agreement is terminated in accordance with its terms. This Section 12.2 will not limit any covenant or agreement of any of the Parties, which, by its terms, contemplates performance after the Effective Time or the date on which this Agreement is terminated, as the case may be.

12.3 Effect of Termination

If this Agreement is terminated in accordance with Section 12.1:

- (a) this Agreement shall forthwith have no further force or effect and there shall be no obligation on the part of the Parties hereunder except with respect to (i) Section Article 11 and Section 13.2, which will survive such termination, and (ii) a breach arising from the fraud or wilful misconduct of any Party; and
- (b) neither CIVC nor Cannus will have any further liability to the other Party except as expressly contemplated hereby, provided that the termination of this Agreement (i) will not relieve either CIVC or Cannus from any liability for breach by it of this Agreement prior to such termination or (ii) preclude a party from seeking injunctive relief to restrain any breach or threatened breach of this Agreement or otherwise to obtain specific performance of any provision of this Agreement.

ARTICLE 13 MISCELLANEOUS

13.1 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 (or to evidence the foregoing); and
- (c) consummate and give effect to the other transactions, covenants and agreements contemplated by this Agreement.

13.2 Expenses

Except as expressly set forth herein, each of the Parties 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 of this

Agreement and all legal and accounting fees and disbursements relating to or otherwise relating to the transactions contemplated herein; provided, however (and for greater clarity), Cannus shall be responsible for paying the expenses of preparing this Agreement, all costs and fees payable to the CSE in connection with its review of the application for Listing (including the review of the Personal Information Forms to be submitted by the New CIVC Directors and New CIVC Management) and all listing fees to the CSE.

13.3 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.

13.4 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.

13.5 Notices

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

(a) If to CIVC:

Canadian Imperial Venture Corp.
29th Floor, Three Bentall Centre
595 Burrard Street
Vancouver, British Columbia
V7X 1J5

Attention: Jacqueline Tucker
E-mail: Jacqueline_Tucker@telus.net

with a copy (which shall not constitute notice) to:

Clark Wilson LLP
900 – 885 West Georgia Street
Vancouver, BC V6C 3H1

Attention: Virgil Hlus
E mail: VHlus@cwilson.com

(b) If to Cannus:

Cannus Partners Inc. d/b/a Ikanic Farms
c/o Cassels Brock & Blackwell LLP
40 King Street West, Suite 2100

Toronto, Ontario
M5H 3C2

Attention: Brian Baca
E-mail: *[Redacted text relating to personal information]*

with a copy (which shall not constitute notice) to:

Cassels Brock & Blackwell LLP
40 King Street West, Suite 2100
Toronto, Ontario M5H 3C2

Attention: Cameron Mingay
E mail: cmingay@casselsbrock.com

(c) If to CIVC Subco:

c/o Canadian Imperial Venture Corp.
29th Floor, Three Bentall Centre
595 Burrard Street
Vancouver, British Columbia
V7X 1J5

Attention: Jacqueline Tucker
E-mail: Jacqueline_Tucker@telus.net

Any such notices or communications shall be deemed to have been received: (i) if delivered personally or sent by telecopier (with transmission confirmed), nationally recognized overnight courier or by e-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.

13.6 Governing Law

This Agreement shall be governed by and construed in accordance with the Laws of the Province of British Columbia and the federal laws of Canada applicable therein, but references to such laws shall not, by conflict of laws, rules or otherwise require application of the law of any jurisdiction other than the Province of British Columbia and the Parties hereby further irrevocably attorn to the jurisdiction of the Courts of the Province of British Columbia in respect of any matter arising hereunder or in connection with the transactions contemplated in this Agreement.

13.7 Enurement and Assignability

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 either 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 Party shall be void.

13.8 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.

13.9 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 and duly executed by all Parties hereto. 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.

13.10 Severability

If 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.

13.11 Currency

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

13.12 Counterparts and Execution

This Agreement may be executed in any number of counterparts and delivered electronically, each of which will be deemed to 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.

[REMAINDER OF THE AGREEMENT IS INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement as of the day and year first above written.

CANADIAN IMPERIAL VENTURE CORP.

By: *Jacqueline Tucker*

Name: Jacqueline M. Tucker

Title: CEO & Director

CANNUS PARTNERS INC.

By: _____

Name: Brian Baca

Title: CEO & Director

11326937 CANADA INC.

By: *Jacqueline Tucker*

Name: Jacqueline M. Tucker

Title: President & Director

IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement as of the day and year first above written.

CANADIAN IMPERIAL VENTURE CORP.

By: _____
Name:
Title:

CANNUS PARTNERS INC.

By: *Brian Baca* _____
Name: Brian Baca
Title: CEO & Director

11326937 CANADA INC.

By: _____
Name:
Title:

SCHEDULE A DEFINITIONS

“**Advisors**” when used with respect to any Person, shall mean such Person's directors, officers, employees, representatives, agents, lawyers, accountants, advisors, engineers, and consultants.

“**Affiliate**” shall have the meaning ascribed to such term in National Instrument 45-106 – *Prospectus Exemptions* of the Canadian Securities Administrators.

“**Agreement**” means this Business Combination Agreement, as it may be amended or supplemented at any time and from time to time after the date hereof.

“**Amalco**” means the company resulting from Amalgamation.

“**Amalco Shares**” means common shares without par value and without special rights or restrictions attached in the capital of Amalco.

“**Amalgamation**” means an amalgamation of CIVC Subco and Cannus pursuant to Section 184 of the CBCA, on the terms and subject to the conditions set out in this Agreement, subject to any amendments or variations thereto made in accordance with the provisions of this Agreement.

“**Applicable Anti-Money Laundering Laws**” shall have the meaning ascribed to such term in Section 3.16(b).

“**Associate**” shall have the meaning ascribed to such term in the *Securities Act* (British Columbia).

“**BCBCA**” means the *Business Corporations Act* (British Columbia) as amended.

“**Board Lot**” means a standard trading unit, and such term is used in accordance with its use in the CSE Policies.

“**Breaching Party**” shall have the meaning ascribed to such term in Section 12.1(c).

“**Business Combination**” means the business combination among CIVC, CIVC Subco and Cannus pursuant to which Cannus Shareholders will receive New CIVC SV Shares and New CIVC Series A Multiple Voting Shares on the basis of one New CIVC SV Share for each one Cannus Common Share and one New CIVC Series A Multiple Voting Share for each one Cannus Series A Share held on the basis set out in this Agreement and CIVC will become the parent company of Amalco.

“**Business Day**” means any day other than a Saturday or Sunday or other day on which Canadian Chartered Banks located in the City of Vancouver or the City of Toronto are required or permitted to close.

“**Canadian Securities Laws**” means the *Securities Act* (or equivalent legislation) in each of the provinces and territories of Canada and the respective regulations under such legislation together with applicable published rules, regulations, policy statements, national, multilateral and local instruments and memoranda of understanding of the Canadian Securities

Administrators and the securities regulatory authorities in such provinces and territories.

“Cannus” means Cannus Partners Inc., a corporation existing under the CBCA.

“Cannus Broker Rights” means the broker rights issued to the agent in connection with the Debenture Financing.

“Cannus Business” means the business of Cannus, being the establishment of a vertically integrated cannabis cultivator, producer, distributor and dispensary operator that is building out its “seed to sale” business.

“Cannus Circular” means the management information circular of Cannus to be provided to the Cannus Shareholders in respect of the Cannus Resolutions and the other matters (if any) to be considered at the Cannus Meeting if the Cannus Meeting is called by Cannus.

“Cannus Common Share Convertible Debentures” means the convertible debentures convertible into units comprised of one Cannus Common Shares and one half of one Cannus Common Share Warrant issued under the Debenture Financing.

“Cannus Common Share Seed Unit” means the units comprised of one Cannus Common Share and one quarter of one Cannus Common Share Warrant, issued in connection with the Cannus Seed Financing.

“Cannus Common Share Warrants” means the warrants to purchase Cannus Common Shares, including the 2,236,984 warrants that are exercisable for a period of 36 months following the closing date of the Cannus Seed Financing, at a price of CAD\$0.30 per Cannus Common Share, and the warrants to purchase Cannus Common Shares issued pursuant to the Debenture Financing.

“Cannus Common Shares” means the common shares in the capital of Cannus.

“Cannus Common Shareholders” means the holders of the issued and outstanding Cannus Common Shares.

“Cannus Convertible Debentures” mean the Cannus Common Share Convertible Debentures and the Cannus Series A Convertible Debentures.

“Cannus Dissenting Procedures” means the dissent procedures provided to Cannus Shareholders pursuant to the CBCA.

“Cannus Dissenting Shareholder” means a registered Cannus Shareholder who dissents in respect of the Cannus Resolutions in strict compliance with Cannus Dissenting Procedures.

“Cannus Meeting” means the special meeting of the Cannus Shareholders to be held, if necessary, to approve, *inter alia*, the Amalgamation and any and all adjournments or postponements of such meeting.

“Cannus Options” means currently outstanding options to purchase Cannus Shares.

“Cannus Resolutions” has the meaning ascribed thereto in 1.2(b)(ii).

“Cannus Securityholder” means a Cannus Shareholder or a holder of Cannus Warrants or

Cannus Broker Rights.

“**Cannus Securities**” means the Cannus Shares, Cannus Warrants and Cannus Broker Rights.

“**Cannus Seed Financing**” means the non-brokered private placement of Cannus Common Share Seed Units and Cannus Series A Seed Units, whereby an aggregate of 8,947,935 Cannus Common Share Seed Units and 16,727 Cannus Series A Seed Units were issued for aggregate gross proceeds of \$3,186,190.50.

“**Cannus Series A Convertible Debentures**” means the convertible debentures convertible into units comprised of one Cannus Series A Shares and one half of one Cannus Series A Warrant issued under the Debenture Financing.

“**Cannus Series A Seed Unit**” means the units comprised of one Cannus Series A Share and one quarter of one Cannus Series A Warrant, issued in connection with the Cannus Seed Financing.

“**Cannus Series A Shares**” means the Series A Compressed Shares in the capital of Cannus.

“**Cannus Series A Shareholders**” means the holders of the issued and outstanding Cannus Series A Shares.

“**Cannus Series A Warrants**” means the warrants to purchase Cannus Common Shares, including the 4,181 warrants that are exercisable for a period of 36 months following the closing date of the Cannus Seed Financing, at a price of CAD\$30 per Cannus Series A Share, and the warrants to purchase Cannus Series A Shares issued pursuant to the Debenture Financing.

“**Cannus Share Exchange**” means the share exchange that occurred on August 9, 2018, whereby Cannus Shares were issued in exchange for the issued and outstanding shares of three of Cannus’ current subsidiaries, pursuant to which an aggregate amount of 50,000,000 Cannus Common Shares (on an as-converted basis) were issued for aggregate gross proceeds of \$15,000,000.

“**Cannus Shareholders**” means, collectively, the Cannus Common Shareholders and the Cannus Series A Shareholders.

“**Cannus Shares**” means, collectively, the Cannus Common Shares and the Cannus Series A Shares.

“**Cannus Warrants**” means, collectively the Cannus Common Share Warrants and the Cannus Series A Warrants.

“**CBCA**” means the *Canada Business Corporations Act*, as amended.

“**CIVC**” means Canadian Imperial Venture Corp., a corporation existing under the BCBCA.

“**CIVC Circular**” means the management proxy circular of CIVC to be provided to the CIVC Shareholders in respect of the CIVC Resolutions, and the other matters (if any) to be considered at the CIVC Meeting, if the CIVC Meeting is called by CIVC.

“**CIVC Meeting**” means the special meeting of the CIVC Shareholders, which may be held to

pass the CIVC Resolutions and any and all adjournments or postponements of such meeting.

“**CIVC Resolutions**” has the meaning ascribed thereto in 1.2(b)(i).

“**CIVC Securities Documents**” shall have the meaning ascribed to such term in Section 4.4(a).

“**CIVC Shareholders**” means the holders of CIVC Shares.

“**CIVC Shares**” means the common shares in the capital of CIVC prior to giving effect to the Consolidation.

“**CIVC Stock Option Plan**” means the stock option plan of CIVC.

“**CIVC Subco**” means 11326937 Canada Inc., a wholly-owned subsidiary of CIVC, incorporated under the CBCA for the purpose of effecting the Business Combination.

“**CIVC Subco Amalgamation Resolution**” means the resolution of CIVC, as sole shareholder of CIVC Subco, authorizing the Amalgamation and adopting this Agreement.

“**CIVC Subco Shares**” means the common shares in the capital of CIVC Subco.

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

“**Common Share Debenture Indenture**” means the debenture indenture governing the Cannus Common Share Convertible Debentures.

“**Compelled Disclosure**” has the meaning ascribed to such term in Section 11.1(d)(ii).

“**Confidential Information**” has the meaning ascribed to such term in Section 11.1(a).

“**Consolidation**” means the consolidation of the CIVC Shares on a ratio to be mutually agreed upon by CIVC and Cannus (the “**Consolidation Ratio**”) such that there shall be an aggregate of 9,500,000 New CIVC Shares issued and outstanding on a post-Consolidation basis.

“**Consolidation Ratio**” has the meaning ascribed thereto in the definition of Consolidation.

“**Consolidation Resolution**” means the special resolution of the CIVC Shareholders authorizing the Consolidation.

“**Contract**” means any contract, lease, agreement, instrument, license, commitment, order, or quotation, written or oral.

“**CSE**” means the Canadian Securities Exchange.

“**CSE Policies**” means the governance policies issued by the CSE.

“**Debenture Financing**” means the private placement offering of Cannus Convertible Debentures and Cannus Warrants prior to the Business Combination.

“**Disclosing Party**” has the meaning ascribed to such term in Section 11.1(a).

“**Dissent Rights**” shall have the meaning ascribed to such term in Section 2.1.

“Effective Date” shall have the meaning ascribed to such term in Section 1.2(e).

“Effective Time” means 12:01 a.m. (Toronto time) on the Effective Date.

“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:

- (a) any employee benefit plan or material fringe benefit plan;
- (b) 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;
- (c) 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
- (d) where applicable, all statutory plans, including, without limitation, the Canada or Québec Pension Plans.

“Encumbrance” includes any mortgage, pledge, assignment, charge, lien, claim, security interest, adverse interest, adverse claim, other third party interest or encumbrance of any kind, whether contingent or absolute, and any agreement, option, right or privilege (whether by Law, contract or otherwise) capable of becoming any of the foregoing.

“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 Agent” has the meaning ascribed to such term in Section 8.1(f)(i).

“Government” means:

- (a) the government of Canada, or any foreign country;
- (b) the government of any Province, county, municipality, city, town, or district of Canada, or any foreign country;
- (c) 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 (a) and (b); and

(d) the CSE and the TSXV.

“Government Official” means:

- (a) any official, officer, employee, or representative of, or any Person acting in an official capacity for or on behalf of, any Governmental Authority;
- (b) any salaried political party official, elected member of political office or candidate for political office; or
- (c) any company, business, enterprise or other entity owned or controlled by any Person described in the foregoing clauses.

“Governmental” means pertaining to any Government.

“Governmental 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.

“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 sulphide, 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.

“Income Tax” means any Tax based on or measured by income (including without limitation, based on net income, gross income, income as specifically defined, earnings, profits or selected items of income, earnings or profits); and any interest, Penalties and additions to tax with respect to any such tax (or any estimate or payment thereof).

“Indemnified Party” shall have the meaning ascribed to such term in Section 7.10(a).

“Indemnifying Party” shall have the meaning ascribed to such term in Section 7.10(a).

“ITA” means the *Income Tax Act (Canada)*, as amended and all regulations thereunder.

“Law” means any of the following of, or issued by, any Government, in effect on or prior to the date hereof, including any amendment, modification or supplementation of any of the following from time to time subsequent to the original enactment, adoption, issuance, announcement, promulgation or granting thereof and prior to the date hereof: any statute, law, act, ordinance, code, rule or regulation of any writ, injunction, award, decree, judgment or order.

“Leased Premises” means premises leased by Cannus located at the National Orange Show Event Center in San Bernardino, California.

“Liability” of any Person means and include:

- (a) any right against such Person to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured;
- (b) any right against such Person to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to any equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured; and
- (c) any obligation of such Person for the performance of any covenant or agreement (whether for the payment of money or otherwise).

“Listing” means the listing of the New CIVC SV Shares on the CSE.

“Listing Statement” means the listing statement of CIVC to be prepared in accordance with the requirements of the CSE and filed with the CSE in connection with the Business Combination and the application for Listing.

“Material Adverse Change” or **“Material Adverse Effect”** means, with respect to either Party any change, event, effect, occurrence or state of facts that has, or could reasonably be expected to constitute a material adverse change in respect of or to have a material adverse effect on, the business, properties, assets, liabilities (including contingent liabilities), results of operations or financial condition of the Party and its subsidiaries, as applicable, taken as a whole. The foregoing shall not include any change or effects attributable to:

- (a) any matter that has been disclosed in writing to the other Party or any of its Advisers by a Party or any of its Advisers in connection with this Agreement;
- (b) changes relating to general economic, political or financial conditions;
- (c) the state of securities markets in general;
- (d) the Debenture Financing; or
- (e) the announcement of the Amalgamation.

“Name Change” means the change of CIVC’s name to “Ikanik Farms Inc.” or such other name as to be determined by Cannus in its sole discretion, and as is acceptable to the applicable Governmental Authorities.

“New Incentive Plan” means the new stock plan of CIVC following the Business Combination to be approved by the CIVC Shareholders at the CIVC Meeting.

“New CIVC Broker Warrants” means the broker warrants to be issued to the holders of Cannus Broker Rights at the Effective Time as part of the Business Combination.

“New CIVC Directors” shall have the meaning ascribed to such term in Section 1.4.

“New CIVC Management” shall have the meaning ascribed to such term in Section 1.4.

“New CIVC Securities” means the New CIVC Shares, New CIVC Warrants, New CIVC Broker Warrants and other securities of CIVC to be issued as part of the Amalgamation.

“New CIVC Series A Multiple Voting Shares” has the meaning set out in the definition of New CIVC Shares.

“New CIVC Series A Warrants” means the warrants to purchase New CIVC Series A Multiple Voting Shares issued in exchange for the Cannus Series A Warrants.

“New CIVC Shares” means, collectively, the shares of CIVC in the following classes (i) the subordinate voting shares (the **“New CIVC SV Shares”**); and (ii) the new class of compressed shares of CIVC (the **“New CIVC Series A Multiple Voting Shares”**), which New CIVC Series A Multiple Voting Shares shall have economic and voting rights equivalent to one hundred (100) times the New CIVC SV Shares and shall be convertible into or exchangeable or redeemable for New CIVC SV Shares, in each case with such terms and conditions as proposed by Cannus.

“New CIVC SV Shares” has the meaning set out in the definition of New CIVC Shares.

“New CIVC SV Warrants” means the warrants to purchase New CIVC SV Shares issued in exchange for the Cannus Common Share Warrants.

“New CIVC Warrants” means, collectively, the New CIVC SV Warrants and the New CIVC Series A Warrants.

“Non-Breaching Party” shall have the meaning ascribed to such term in Section 12.1(c).

“Parties” and **“Party”** means the parties to this Agreement.

“Penalty” means any civil or criminal penalty (including any interest thereon), fine, levy, lien, assessment, charge, monetary sanction or payment, or any payment in the nature thereof, of any kind, required to be made to any Government under any Law.

“Permit” shall have the meaning ascribed to such term in Section 3.1(d).

“Permitted Encumbrances” means (i) Encumbrances for Taxes not yet due and delinquent; (ii) inchoate or statutory Encumbrances of contractors, subcontractors, mechanics, workers, suppliers, materialmen, carriers and others in respect of the construction, maintenance, repair or operation of Cannus’ assets, provided that such Encumbrances are related to obligations not due or delinquent and in respect of which adequate holdbacks are being maintained as required by Law; and (iii) the right reserved to or vested in any Governmental Authority by any statutory provision or by the terms of any lease, licence, franchise, grant or permit of Cannus, to terminate any such lease, licence, franchise, grant or permit, or to require annual or other payments as a condition of their continuance.

“Person” means any corporation, partnership, limited liability company or partnership, joint venture, trust, unincorporated association or organization, business, enterprise or other entity; any individual; and any Government.

“Potential Acquisition” means any acquisition whereby Cannus may acquire, directly or indirectly, control of a third party, including, but not limited to, providing secured lending to third parties, which loan shall be deemed to be an acquisition for the purposes of this term.

“Potential Financing” means any financings, through either the issuance of equity or debt, that Cannus may decide, in its sole discretion, to complete.

“Principal Vendor” means Brian Baca.

“Public Record” means all information filed or to be filed by or on behalf of CIVC prior to the earlier of the Effective Date or the termination of this Agreement with any securities commission or regulatory authority in compliance, or intended compliance, with the continuous disclosure obligations applicable to a reporting issuer under applicable Laws.

“Recipient” has the meaning ascribed to such term in Section 11.1(a).

“Representatives” has the meaning ascribed to such term in Section 11.1(a).

“Series A Debenture Indenture” means the debenture indenture governing the Cannus Series A Convertible Debentures.

“subsidiary” means, with respect to a specified corporation, any corporation of which more than 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 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 (c); 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 (d).

“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 in Canada.

“Termination Date” means December 31, 2019.

“Third-Party Claim” shall have the meaning ascribed to such term in Section 7.10(a).

“Transaction Documents” means this Agreement and any other documents necessary or

reasonably required to consummate the transactions contemplated hereby.

“**TSXV**” means the TSX Venture Exchange.

“**U.S. Marijuana Laws**” means certain United States federal laws relating to the cultivation, distribution or possession of marijuana in the United States and other related judgments, orders or decrees in effect from time to time that provided that such cultivation, distribution or possession is illegal.

“**U.S. Person**” has the meaning set forth in Rule 902(k) of Regulation S under the U.S. Securities Act.

“**U.S. Purchaser**” has the meaning set forth in Section 7.11.

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

**SCHEDULE B
AMALGAMATION APPLICATION**

See Attached.



**Canada Business Corporations Act (CBCA)
FORM 9
ARTICLES OF AMALGAMATION
(Section 185)**

1 - Corporate name of the amalgamated corporation

Cannus Partners Amalco 2019 Inc.

2 - The province or territory in Canada where the registered office is situated (do not indicate the full address)

Ontario

3 - The classes and any maximum number of shares that the corporation is authorized to issue

The Corporation is authorized to issue an unlimited number of common shares.

4 - Restrictions, if any, on share transfers

No share of the Corporation may be transferred unless its transfer complies with the restriction on the transfer of securities set out in Article 7 hereof.

5 - Minimum and maximum number of directors (for a fixed number of directors, indicate the same number in both boxes)

Minimum number

1

Maximum number

10

6 - Restrictions, if any, on the business the corporation may carry on

None

7 - Other provisions, if any

See attached Schedule A.

8 - The amalgamation has been approved pursuant to that section or subsection of the Act which is indicated as follows:

<input checked="" type="checkbox"/>	183 - Long form: approved by special resolution of shareholders	<input type="checkbox"/>	184(1) - Vertical short-form: approved by resolution of directors	<input type="checkbox"/>	184(2) - Horizontal short-form: approved by resolution of directors
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9 - Declaration

I hereby certify that I am a director or an authorized officer of the following corporation:

Name of the amalgamating corporations	Corporation number	Signature
Cannus Partners Inc.	1075039 -5	
11326937 Canada Inc.	1132693 -7	
	-	
	-	

Note: Misrepresentation constitutes an offence and, on summary conviction, a person is liable to a fine not exceeding \$5,000 or to imprisonment for a term not exceeding six months or to both (subsection 250(1) of the CBCA).

Schedule A

7 – Other provisions, if any

Without in any way restricting the powers conferred upon the Corporation or its board of directors by the Canada Business Corporations Act, as now enacted or as the same may from time to time be amended, reenacted or replaced, the board of directors may from time to time, without authorization of the shareholders, in such amounts and on such terms as it deems expedient:

- (a) borrow money upon the credit of the Corporation;
- (b) issue, re-issue, sell or pledge debt obligations of the Corporation;
- (c) subject to the provisions of the Canada Business Corporations Act, as now enacted or as the same may from time to time be amended, re-enacted or replaced, give a guarantee on behalf of the Corporation to secure performance of an obligation of any person; and
- (d) mortgage, hypothecate, pledge or otherwise create a security interest in all or any property of the Corporation owned or subsequently acquired, to secure any obligation of the Corporation.

The board of directors may from time to time delegate to a director, a committee of directors or an officer of the Corporation any or all of the powers conferred on the board as set out above, to such extent and in such manner as the board shall determine at the time of such delegation.

No securities of the Corporation, other than non-convertible debt securities, shall be transferred without either:

- (a) the approval of the directors of the Corporation expressed by a resolution passed at a meeting of the board of directors or by a resolution in writing signed by all of the directors entitled to vote on that resolution at a meeting of directors; or
- (b) the approval of the holders of shares of the Corporation carrying at least a majority of the votes entitled to be cast at a meeting of shareholders, expressed by a resolution passed at a meeting of the holders of such shares or by an instrument or instruments in writing signed by the holders of a majority of such shares.

Except in the case of any class or series of shares of the Corporation listed on a stock exchange, the Corporation shall have a lien on the shares registered in the name of a shareholder or his legal representative for a debt of that shareholder to the Corporation.

Between annual and general meetings of the Corporation, the directors of the Corporation may appoint one or more additional directors to serve until the next annual and general meeting but the number of additional directors shall not at any time exceed one-third of the number of directors who held office at the expiration of the last annual and general meeting.

**IN THE MATTER OF THE CANADA BUSINESS CORPORATIONS ACT
AND
IN THE MATTER OF ARTICLES OF AMALGAMATION FILED PURSUANT TO SECTION 185
IN THE NAME**

CANNUS PARTNERS INC.

I, William Keating, of the City of Oakville, in the Province of Ontario, do solemnly declare that:

1. I am a director of Cannus Partners Inc., the amalgamating corporation (hereinafter called the "**Amalgamating Corporation**") and as such have personal knowledge of the matters herein declared to.

2. I have conducted such examinations of the books and records of the Amalgamating Corporation and have made such inquiries and investigations as are necessary to enable me to make this declaration.

3. There are reasonable grounds for believing that:

(i) the Amalgamating Corporation is, and the corporation to be formed by the amalgamation, will be able to pay its liabilities as they become due, and

(ii) the realizable value of such amalgamated corporation's assets will not be less than the aggregate of its liabilities and stated capital of all classes.

4. There are reasonable grounds for believing that no creditor of any of the Amalgamating Corporation will be prejudiced by the amalgamation.

And I make this solemn declaration conscientiously believing that the same to be true and knowing that it is of the same force and effect as if made under oath and by virtue of the *Canada Evidence Act*.

DECLARED before me at the)
_____ of _____,)
in the Province of _____)
this ____ day of _____,)
2019.)

William Keating

A Commissioner, etc.

**IN THE MATTER OF THE CANADA BUSINESS CORPORATIONS ACT
AND
IN THE MATTER OF ARTICLES OF AMALGAMATION FILED PURSUANT TO SECTION 185
IN THE NAME**

11326937 CANADA INC.

I, Jacqueline Tucker, of the City of Calgary, in the Province of Alberta, do solemnly declare that:

1. I am a director of 11326937 Canada Inc., the amalgamating corporation (hereinafter called the "**Amalgamating Corporation**") and as such have personal knowledge of the matters herein declared to.
2. I have conducted such examinations of the books and records of the Amalgamating Corporation and have made such inquiries and investigations as are necessary to enable me to make this declaration.
3. There are reasonable grounds for believing that:
 - (i) the Amalgamating Corporation is, and the corporation to be formed by the amalgamation, will be able to pay its liabilities as they become due, and
 - (ii) the realizable value of such amalgamated corporation's assets will not be less than the aggregate of its liabilities and stated capital of all classes.
4. There are reasonable grounds for believing that no creditor of any of the Amalgamating Corporation will be prejudiced by the amalgamation.

And I make this solemn declaration conscientiously believing that the same to be true and knowing that it is of the same force and effect as if made under oath and by virtue of the *Canada Evidence Act*.

DECLARED before me at the)
_____ of _____,)
in the Province of _____)
this ____ day of _____,)
2019.)

Jacqueline Tucker

A Commissioner, etc.



**Canada Business Corporations Act (CBCA)
FORM 2
INITIAL REGISTERED OFFICE ADDRESS AND FIRST BOARD OF DIRECTORS
(Sections 19 and 106)
To be filed with Articles of Incorporation, Amalgamation or Continuance**

1 - Corporate name

Cannus Partners Amalco 2019 Inc.

2 - Address of registered office (must be a street address; a P.O. Box is not acceptable)

Number and street name : 77 King Street West, Suite 2100, Scotia Plaza

City : Toronto Province or territory : Ontario Postal code : M5H 3C2

3 - Additional address

Care of : _____

Number and street name _____

City : _____ Province or territory : _____ Postal code : _____

4 - Members of the board of directors

FIRST NAME	LAST NAME	ADDRESS (a P.O. Box is not acceptable)	CANADIAN RESIDENT (Yes / No)
Brian	Baca	[Redacted text relating to personal information]	No
Ryan	Ciucki	[Redacted text relating to personal information]	No
William	Keating	[Redacted text relating to personal information]	Yes
Chad	White	[Redacted text relating to personal information]	No

5 - Declaration

I hereby certify that I am an incorporator of the new corporation, or that I am a director or an authorized officer of the corporation continuing into or amalgamating under the CBCA.

Signature: _____

Print name: William Keating Telephone number: 905-330-5002

Note: Misrepresentation constitutes an offence and, on summary conviction, a person is liable to a fine not exceeding \$5000 or to imprisonment for a term not exceeding six months or to both (subsection 250(1) of the CBCA).

**SCHEDULE C
ARTICLES OF AMALCO**

See Attached.



**Canada Business Corporations Act (CBCA)
FORM 9
ARTICLES OF AMALGAMATION
(Section 185)**

1 - Corporate name of the amalgamated corporation

Cannus Partners Amalco 2019 Inc.

2 - The province or territory in Canada where the registered office is situated (do not indicate the full address)

Ontario

3 - The classes and any maximum number of shares that the corporation is authorized to issue

The Corporation is authorized to issue an unlimited number of common shares.

4 - Restrictions, if any, on share transfers

No share of the Corporation may be transferred unless its transfer complies with the restriction on the transfer of securities set out in Article 7 hereof.

5 - Minimum and maximum number of directors (for a fixed number of directors, indicate the same number in both boxes)

Minimum number

1

Maximum number

10

6 - Restrictions, if any, on the business the corporation may carry on

None

7 - Other provisions, if any

See attached Schedule A.

8 - The amalgamation has been approved pursuant to that section or subsection of the Act which is indicated as follows:

<input checked="" type="checkbox"/>	183 - Long form: approved by special resolution of shareholders	<input type="checkbox"/>	184(1) - Vertical short-form: approved by resolution of directors	<input type="checkbox"/>	184(2) - Horizontal short-form: approved by resolution of directors
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9 - Declaration

I hereby certify that I am a director or an authorized officer of the following corporation:

Name of the amalgamating corporations	Corporation number	Signature
Cannus Partners Inc.	1075039 -5	
11326937 Canada Inc.	1132693 -7	
	-	
	-	

Note: Misrepresentation constitutes an offence and, on summary conviction, a person is liable to a fine not exceeding \$5,000 or to imprisonment for a term not exceeding six months or to both (subsection 250(1) of the CBCA).

Schedule A

7 – Other provisions, if any

Without in any way restricting the powers conferred upon the Corporation or its board of directors by the Canada Business Corporations Act, as now enacted or as the same may from time to time be amended, reenacted or replaced, the board of directors may from time to time, without authorization of the shareholders, in such amounts and on such terms as it deems expedient:

- (a) borrow money upon the credit of the Corporation;
- (b) issue, re-issue, sell or pledge debt obligations of the Corporation;
- (c) subject to the provisions of the Canada Business Corporations Act, as now enacted or as the same may from time to time be amended, re-enacted or replaced, give a guarantee on behalf of the Corporation to secure performance of an obligation of any person; and
- (d) mortgage, hypothecate, pledge or otherwise create a security interest in all or any property of the Corporation owned or subsequently acquired, to secure any obligation of the Corporation.

The board of directors may from time to time delegate to a director, a committee of directors or an officer of the Corporation any or all of the powers conferred on the board as set out above, to such extent and in such manner as the board shall determine at the time of such delegation.

No securities of the Corporation, other than non-convertible debt securities, shall be transferred without either:

- (a) the approval of the directors of the Corporation expressed by a resolution passed at a meeting of the board of directors or by a resolution in writing signed by all of the directors entitled to vote on that resolution at a meeting of directors; or
- (b) the approval of the holders of shares of the Corporation carrying at least a majority of the votes entitled to be cast at a meeting of shareholders, expressed by a resolution passed at a meeting of the holders of such shares or by an instrument or instruments in writing signed by the holders of a majority of such shares.

Except in the case of any class or series of shares of the Corporation listed on a stock exchange, the Corporation shall have a lien on the shares registered in the name of a shareholder or his legal representative for a debt of that shareholder to the Corporation.

Between annual and general meetings of the Corporation, the directors of the Corporation may appoint one or more additional directors to serve until the next annual and general meeting but the number of additional directors shall not at any time exceed one-third of the number of directors who held office at the expiration of the last annual and general meeting.

SCHEDULE D
CERTIFICATE OF U.S. CANNUS SECURITYHOLDER

TO: Canadian Imperial Venture Corp.

AND TO: Cannus Partners Inc.

Pursuant to a Business Combination Agreement (the “**Agreement**”) among Canadian Imperial Venture Corp. (“**CIVC**”), 11326937 Canada Inc., a corporation incorporated under the federal laws of Canada and a wholly-owned subsidiary of CIVC (“**CIVC Subco**”), and Cannus Partners Inc. (“**Cannus**”) the shareholders of Cannus (the “**Cannus Shareholders**”) will exchange: (i) their outstanding common shares of Cannus (“**Cannus Common Shares**”) for common shares of CIVC (the “**New CIVC SV Shares**”); (ii) their outstanding Series A Compressed Shares of Cannus (“**Cannus Series A Shares**”, together with the Cannus Common Shares, the “**Cannus Shares**”) for Series A Compressed Shares of CIVC (the “**New CIVC Series A Multiple Voting Shares**”, together with the New CIVC SV Shares, the “**New CIVC Shares**”).

Cannus Shareholders and holders of Cannus Warrants and Cannus Broker Rights are collectively referred to herein as “**Cannus Securityholders**” and individually as a “**Cannus Securityholder**”. The New CIVC Shares, New CIVC Warrants, New CIVC Broker Warrants and other securities of CIVC are collectively referred to herein as the “**New CIVC Securities**”.

New CIVC Subco will amalgamate with Cannus (the “**Amalgamation**”). Immediately following the closing of the Amalgamation the name of CIVC will be changed to “Ikanik Farms Inc.” or another name acceptable to the parties.

The representations, warranties and covenants in this Certificate will form the basis for the exemptions from the registration requirements of the United States Securities Act of 1933, as amended (the “**U.S. Securities Act**”), and any applicable securities laws of any state of the United States, for the issuance of the New CIVC Securities to Cannus Securityholders in exchange for their Cannus Shares and other securities of Cannus upon completion of the Amalgamation (the “**Exchange**”).

In connection with the Amalgamation and the Exchange, the undersigned Cannus Securityholder, on its own behalf and on behalf of any beneficial holder for whom it is acting, represents and warrants to, and covenants with, CIVC and Cannus that:

1. It either alone or with his purchaser representative(s) has such knowledge and experience in financial and business matters that he is capable of evaluating the merits and risks of this prospective investment.
2. It is able to bear the economic risk of loss of its entire investment.
3. CIVC has provided to it the opportunity to ask questions and receive answers concerning the terms and conditions of the Exchange, and it has had access to such information concerning CIVC as it has considered necessary or appropriate in connection with its investment decision to acquire the New CIVC Securities.
4. It understands that none of the New CIVC Securities have been or will be registered under the U.S. Securities Act, or the securities laws of any state of the United States, and that the issuance of the New CIVC Securities in exchange for the Cannus Securities

is being made only to “accredited investors”, as defined in Rule 501(a) of Regulation D under the U.S. Securities Act (“**Accredited Investors**”), and up to 35 non-Accredited Investors, in reliance on the exemption from such registration requirements provided by Rule 506(b) of Regulation D under the U.S. Securities Act and/or Section 4(a)(2) of the U.S. Securities Act.

5. It satisfies one of the following criteria (YOU MUST CHECK ONE):

_____ It is not an Accredited Investor. It is acquiring the New CIVC Securities for its own account and not with a view to any resale, distribution or other disposition of the Common Shares in violation of United States federal or state securities laws.

_____ it is an Accredited Investor acquiring the New CIVC Securities for its own account or for the account of one or more Accredited Investors with respect to which it is acting as fiduciary or agent and each such investor account is an Accredited Investor, for investment purposes, and not with a view to any resale, distribution or other disposition of the New CIVC Securities in violation of United States federal or state securities laws, and it has initialled next to each of the following categories of Accredited Investor applicable to it and has inserted “BP” next to each such category applicable to each person for whom we are acting:

_____ a bank as defined in section 3(a)(2) of the U.S. Securities Act, or a savings and loan association or other institution as defined in section 3(a)(5)(A) of the U.S. Securities Act whether acting in its individual or fiduciary capacity; a broker or dealer registered pursuant to section 15 of the United States Securities Exchange Act of 1934, as amended; an insurance company as defined in section 2(a)(13) of the U.S. Securities Act; an investment company registered under the United States Investment Company Act of 1940, as amended, or a business development company as defined in section 2(a)(48) of that Act; a Small Business Investment Company licensed by the U.S. Small Business Administration under section 301(c) or (d) of the United States Small Business Investment Act of 1958, as amended; a plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, with total assets in excess of U.S.\$5,000,000; an employee benefit plan within the meaning of the United States Employee Retirement Income Security Act of 1974, as amended, where the investment decision is made by a plan fiduciary, as defined in section 3(21) of such Act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or an employee benefit plan with total assets in excess of U.S.\$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

- _____ a private business development company as defined in section 202(a)(22) of the United States Investment Advisers Act of 1940, as amended;
- _____ an organization described in section 501(c)(3) of the Code, a corporation, a Massachusetts or similar business trust, or a partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of U.S.\$5,000,000;
- _____ any director, executive officer, or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;
- _____ A natural person whose individual net worth, or joint net worth with that person's spouse, at the time of this purchase exceeds US\$1,000,000; provided, however, that (i) person's primary residence shall not be included as an asset; (ii) indebtedness that is secured by the person's primary residence, up to the estimated fair market value of the primary residence at the time of the sale of securities, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of the sale of securities exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability); and (iii) indebtedness that is secured by the person's primary residence in excess of the estimated fair market value of the primary residence at the time of the sale of securities shall be included as a liability;
- _____ any natural person who had an individual income in excess of U.S.\$200,000 in each of the two most recent years or joint income with that person's spouse in excess of U.S.\$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year;
- _____ a trust, with total assets in excess of U.S.\$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) under the U.S. Securities Act; or
- _____ any entity in which all of the equity owners meet the requirements of at least one of the above categories.

6. It is not acquiring the New CIVC Securities as a result of any form of "general solicitation or general advertising" (as such terms are used in Regulation D under the U.S. Securities Act), including, without limitation, 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.

7. It agrees that if it decides to offer, sell, pledge or otherwise transfer any of the New CIVC Securities, it will not offer, sell, pledge or otherwise transfer any of such New CIVC Securities, directly or indirectly, unless the transfer is made:
 - (a) to CIVC;
 - (b) outside the United States in a transaction meeting the requirements of Rules 903 or 904 of Regulation S under the U.S. Securities Act and in compliance with applicable local laws and regulations;
 - (c) pursuant to the exemption from the registration requirements of the U.S. Securities Act provided by Rule 144 thereunder, if available, and in accordance with any applicable state securities laws; or
 - (d) in a transaction that does not require registration under the U.S. Securities Act or any applicable state securities laws; and

it has prior to such transfer pursuant to subsection (c) or (d) furnished to CIVC an opinion of counsel of recognized standing in form and substance reasonably satisfactory to CIVC to such effect.

8. The certificates representing the New CIVC Securities, and any certificates issued in exchange or substitution for such securities, will bear a legend in substantially the following form:

“THE SECURITIES REPRESENTED HEREBY [AND IN THE CASE OF OPTIONS AND WARRANTS: AND THE SECURITIES ISSUABLE UPON EXERCISE HEREOF] HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “U.S. SECURITIES ACT”) OR UNDER ANY STATE SECURITIES LAWS AND ARE “RESTRICTED SECURITIES” AS THAT TERM IS DEFINED IN RULE 144 UNDER THE U.S. SECURITIES ACT. THE HOLDER HEREOF, BY ACQUIRING SUCH SECURITIES, AGREES FOR THE BENEFIT OF THE ISSUER THAT SUCH SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY (A) TO THE ISSUER; (B) OUTSIDE THE UNITED STATES IN COMPLIANCE WITH RULES 903 or 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT AND IN COMPLIANCE WITH APPLICABLE LOCAL LAWS AND REGULATIONS; (C) IN COMPLIANCE WITH THE EXEMPTION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT PROVIDED BY RULE 144 THEREUNDER, IF AVAILABLE, AND IN COMPLIANCE WITH ANY APPLICABLE STATE SECURITIES LAWS; (D) IN A TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE U.S. SECURITIES ACT OR ANY APPLICABLE STATE SECURITIES LAWS, OR (E) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE U.S. SECURITIES ACT AND, IN THE CASE OF PARAGRAPH (C) OR (D), THE SELLER FURNISHES TO THE ISSUER AN OPINION OF COUNSEL OF RECOGNIZED STANDING IN FORM AND SUBSTANCE REASONABLY

SATISFACTORY TO THE ISSUER TO SUCH EFFECT. DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE GOOD DELIVERY IN SETTLEMENT OF TRANSACTIONS ON STOCK EXCHANGES IN CANADA.”

If the New CIVC Shares are being sold by a non-affiliate in compliance with the requirements of Rule 904 of Regulation S under the U.S. Securities Act and in compliance with Canadian local laws and regulations, the legend may be removed by providing a declaration to CIVC and its transfer agent substantially in the form set forth in Exhibit I hereto (or as CIVC may prescribe from time to time), and, if requested by CIVC’s transfer agent, an opinion of counsel of recognized standing, in form and substance reasonably satisfactory to CIVC, to the effect that the transfer is being made in compliance with Rule 904 of Regulation S under the U.S. Securities Act.

If any of the New CIVC Securities are being sold pursuant to Rule 144 under the U.S. Securities Act, if available, the legend may be removed by delivery to CIVC and its transfer agent of an opinion of counsel of recognized standing, in form and substance reasonably satisfactory to CIVC, to the effect that the legend is no longer required under applicable requirements of the U.S. Securities Act or state securities laws.

9. It consents to CIVC making a notation on its records or giving instructions to its transfer agent in order to implement the restrictions on transfer set forth and described in this Certificate.
10. It understands and agrees that: (i) there may be material tax consequences to the Cannus Securityholder of the acquisition, holding, exercise or disposition of the New CIVC Securities, (ii) it is the sole responsibility of the Cannus Securityholder to determine and assess such tax consequences as may apply to its particular circumstances and (iii) it is not relying on any representation, warranty or other statement made by CIVC as to the tax consequences to such Cannus Securityholder of the acquisition, holding, exercise or disposition of the New CIVC Securities. It acknowledges and agrees that CIVC has not and will not give any opinion or any representation with respect to the tax consequences to the Cannus Securityholder under United States, state, local or foreign tax law of the undersigned’s acquisition, holding, exercise or disposition of such New CIVC Securities; in particular, no determination has been or will be made whether CIVC will be a “passive foreign investment company” (“**PFIC**”) within the meaning of Section 1297 of the Code.
11. It understands and acknowledges that: (i) if CIVC were to be classified as a PFIC for a tax year in which the Cannus Securityholder owns New CIVC Securities, the Cannus Securityholder generally would be subject to certain adverse United States federal income tax consequences that might be mitigated if it were to make a timely “qualified electing fund” (“**QEF**”) election (as such term is defined in the Code); (ii) the Cannus Securityholder’s ability to make a QEF election will depend in part upon CIVC complying with certain record keeping and information delivery requirements; and (iii) there is no assurance that CIVC will satisfy the record keeping requirements that apply to a PFIC, or that CIVC will supply the Cannus Securityholder with the information that the Cannus Securityholder is required to report under QEF rules if CIVC is a PFIC and the Cannus Securityholder wishes to make a QEF election. Therefore, the Cannus Securityholder understands and acknowledges that it may not be able to make a QEF election with respect to the New CIVC Securities.

12. It understands that the financial statements of CIVC have been prepared in accordance with International Financial Reporting Standards as issued by the International Accounting Standards Board, which differ in some respects from United States generally accepted accounting principles, and thus may not be comparable to financial statements of United States companies.
13. The Cannus Securityholder is in the United States. The address at which the Cannus Securityholder received and accepted the offer to acquire the New CIVC Securities is the address listed on the execution page of this Certificate.
14. It understands that the New CIVC Securities are “restricted securities”, as defined in Rule 144(a)(3) under the U.S. Securities Act, and that the Cannus Securityholder may dispose of the New CIVC Securities only pursuant to an effective registration statement under the U.S. Securities Act or an exemption from the registration requirements of the U.S. Securities Act. The Cannus Securityholder understands and acknowledges that CIVC is not obligated to file and has no present intention of filing with the United States Securities and Exchange Commission or with any state securities administrator any registration statement in respect of resales of the New CIVC Securities in the United States. Accordingly, the Cannus Securityholder understands that absent registration under the U.S. Securities Act or an exemption therefrom, the Cannus Securityholder may be required to hold the New CIVC Securities indefinitely.
15. It understands that (i) CIVC is deemed to be an issuer that is, or that has been at any time previously, an issuer with no or nominal operations and no or nominal assets other than cash and cash equivalents (a “**Shell Company**”), and that Rule 144 under the U.S. Securities Act is not available for resales of the New CIVC Securities, and (ii) CIVC is not obligated to make Rule 144 under the U.S. Securities Act available for resales of the New CIVC Securities. Since CIVC would be considered to have been a Shell Company, consequently, Rule 144 under the U.S. Securities Act is not available for resales of the New CIVC Securities unless and until CIVC has satisfied the applicable conditions set forth in Rule 144 under the U.S. Securities Act or in other guidance issued by the United States Securities and Exchange Commission. In general terms, the satisfaction of such conditions would require CIVC to have been a registrant under the United States Securities Exchange Act of 1934, as amended, for at least 12 months, to be in compliance with its reporting obligations thereunder, and to have filed certain information with the United States Securities and Exchange Commission at least 12 months prior to the intended resale (or to have satisfied similar requirements under applicable Canadian Securities Laws). As a result, Rule 144 under the U.S. Securities Act may never be available for resales of the New CIVC Securities.
16. It understands that CIVC is incorporated under the laws of British Columbia, that substantially all of CIVC’s assets are located outside the United States and that most or all of its directors and officers are residents of countries other than the United States, and, as a result, it may be difficult for the Cannus Securityholder to effect service of process within the United States upon CIVC or its directors or officers, or to realize in the United States upon judgments of courts of the United States predicated upon civil liability of CIVC and its directors and officers under the U.S. federal securities laws.
17. It understands that no agency, governmental authority, regulatory body, stock exchange or other entity (including, without limitation, the United States Securities and Exchange Commission or any state securities commission) has made any finding or determination

as to the merit of investment in, nor have any such agencies or governmental authorities made any recommendation or endorsement with respect, to the New CIVC Securities. Any representation to the contrary is a criminal offense.

18. If required by applicable securities legislation, regulatory policy or order or by any securities commission, stock exchange or other regulatory authority, it will execute, deliver and file and otherwise assist CIVC in filing reports, questionnaires, undertakings and other documents with respect to the issue of the New CIVC Securities.
19. It understands and acknowledges that it is making the representations and warranties and agreements contained herein with the intent that they may be relied upon by CIVC and Cannus in determining its eligibility to acquire the New CIVC Securities in exchange for the Cannus Shares upon completion of the Amalgamation and will form the basis of the exemption from the registration requirements of the U.S. Securities Act and applicable state securities laws for the issuance of the New CIVC Securities in exchange for the Cannus Shares following completion of the Amalgamation.

“United States” means the United States of America, its territories and possessions, any State of the United States and the District of Columbia.

The statements made in this Certificate are true and accurate to the best of my / our information and belief and I / we will promptly notify CIVC and Cannus of any changes in any representation, warranty, agreement or other information relating to the undersigned set forth herein which takes place prior to the acquisition of the New CIVC Securities.

In order to receive their New CIVC Securities, each Cannus Securityholder that is in the United States must complete and sign this Certificate.

Capitalized terms used in this Schedule D and not defined herein have the meaning ascribed thereto in the Agreement to which this Schedule is annexed.

(SIGNATURE PAGE FOLLOWS)

ONLY U.S. CANNUS SECURITYHOLDERS NEED COMPLETE AND SIGN

Dated _____, 20__

X

Signature of individual (if Cannus Securityholder **is** an individual)

X

Authorized signatory (if Cannus Securityholder is **not** an individual)

Name of Cannus Securityholder (**please print**)

Name of authorized signatory (**please print**)

Official capacity of authorized signatory (**please print**)

Address of Cannus Securityholder

EXHIBIT I
TO SCHEDULE D
DECLARATION FOR REMOVAL OF LEGEND

TO: _____, as registrar and transfer agent for the common shares of the Canadian Imperial Venture Corp.

AND TO: Canadian Imperial Venture Corp./Cannus Brands Inc. (the “**Issuer**”)

The undersigned (A) acknowledges that the sale of the common shares of CIVC represented by certificate number _____, to which this declaration relates, is being made in reliance on Rule 904 of Regulation S under the United States Securities Act of 1933, as amended (the “**U.S. Securities Act**”), and (B) certifies that (1) the seller is not (a) an “affiliate” (as that term is defined in Rule 405 under the U.S. Securities Act) of the Issuer, (b) a “distributor” as defined in Regulation S or (c) an affiliate of a distributor; (2) the offer of such securities was not made to a person in the United States and either (a) at the time the buy order was originated, the buyer was outside the United States, or the seller and any person acting on its behalf reasonably believed that the buyer was outside the United States, or (b) the transaction was executed on or through the facilities of a “designated offshore securities market” and neither the seller nor any person acting on its behalf knows that the transaction has been prearranged with a buyer in the United States; (3) neither the seller nor any affiliate of the seller nor any person acting on their behalf has engaged or will engage in any directed selling efforts in the United States in connection with the offer and sale of such securities; (4) the sale is bona fide and not for the purpose of “washing off” the resale restrictions imposed because the securities are “restricted securities” (as that term is defined in Rule 144(a)(3) under the U. S. Securities Act); (5) the seller does not intend to replace securities sold in reliance on Rule 904 of Regulation S with fungible unrestricted securities; and (6) the contemplated sale is not a transaction, or part of a series of transactions, which, although in technical compliance with Regulation S, is part of a plan or scheme to evade the registration provisions of the U. S. Securities Act. Terms used herein have the meanings given to them by Regulation S under the U.S. Securities Act.

X

Signature of individual (if Cannus Securityholder is an individual)

X

Authorized signatory (if Cannus Securityholder is not an individual)

Name of Cannus Securityholder (please print)

Name of authorized signatory (please print)

Official capacity of authorized signatory (please print)

**Affirmation by Seller's Broker-Dealer
Required for sales pursuant to Section (B)(2)(b) above**

We have read the foregoing representations of our customer, _____ (the "Seller") dated _____, with regard to the sale, for such Seller's account, of the common shares of the Issuer represented by certificate number _____ described therein (the "Securities"). We have executed or will execute sales of the Securities pursuant to Rule 904 of Regulation S under the United States Securities Act of 1933, as amended (the "U.S. Securities Act"), on behalf of the Seller. In that connection, we hereby represent to you as follows:

- (1) no offer to sell Securities was or will be made to a person in the United States;
- (2) the sale of the Securities was or will be executed in, on or through the facilities of the Canadian Securities Exchange, the Toronto Stock Exchange, the TSX Venture Exchange or another designated offshore securities market (as defined in Rule 902(b) of Regulation S under the U.S. Securities Act), and, to the best of our knowledge, the sale was not or will not be pre-arranged with a buyer in the United States;
- (3) no "directed selling efforts" were or will be made in the United States by the undersigned, any affiliate of the undersigned, or any person acting on behalf of the undersigned; and
- (4) we have done and will do no more than execute the order or orders to sell the Securities as agent for the Seller and will receive no more than the usual and customary broker's commission that would be received by a person executing such transaction as agent.

For purposes of these representations:

"**affiliate**" means a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the undersigned;

"**directed selling efforts**" means any activity undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for the Securities (including, but not be limited to, the solicitation of offers to purchase the Securities from persons in the United States); and

"**United States**" means the United States of America, its territories or possessions, any State of the United States, and the District of Columbia.

Legal counsel to CIVC shall be entitled to rely upon the representations, warranties and covenants contained herein to the same extent as if this affirmation had been addressed to them.

Name of Firm

Name of Firm

By:

Authorized Officer

Dated: _____, 20__