

BUSINESS COMBINATION AGREEMENT

by and among

DATINVEST INTERNATIONAL LTD.

IRWIN NATURALS

and

DAI US HOLDCO INC.

DATED August 9, 2021

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BUSINESS COMBINATION AGREEMENT

THIS BUSINESS COMBINATION AGREEMENT dated August 9, 2021

AMONG:

IRWIN NATURALS, a corporation existing under the Laws of the State of Nevada (“**Irwin**”)

and -

DATINVEST INTERNATIONAL LTD., a corporation existing under the Laws of the Province of British Columbia (“**Pubco**”)

and -

DAI US HOLDCO INC., a corporation existing under the Laws of the State of Nevada (“**US Holdco**”)

Capitalized terms used herein are defined in Article 1 or in the section of this Agreement cross-referenced therein.

RECITALS:

- A. Pubco is listed on the NEX board of the TSXV;
- B. Irwin carries on the Irwin Business;
- C. The Parties seek to complete a business combination, as a result of which, through a series of intermediate steps detailed below, the businesses of Irwin will be combined and held by US Holdco, controlled by the Resulting Issuer (the “**Business Combination**”);
- D. In connection with the Business Combination, Irwin shall complete the Irwin Share Recapitalization, following which US Holdco shall subscribe for Irwin Class A Shares and Irwin, US Holdco and Pubco shall enter into the Irwin Support Agreement (the “**Irwin Acquisition**”);
- E. In connection with the Business Combination, Pubco shall delist from the NEX board of the TSXV and list the Resulting Issuer Subordinate Voting Shares on the CSE; and
- F. The Parties intend to carry out the transactions contemplated in this Agreement by way of this Agreement and the Irwin Support Agreement.

THIS AGREEMENT WITNESSES THAT in consideration of the covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties covenant and agree as follows:

ARTICLE 1 INTERPRETATION

1.01 Definitions

In this Agreement, unless the context otherwise requires:

“**Action**” means any action, assessment, suit, proceeding (including arbitration proceeding), investigation, complaint, examination, subpoena, claim, charge, grievance, order, audit, governmental charge or inquiry;

“**Affected Person**” has the meaning ascribed thereto in Section 2.05;

“**Affiliate**” or “**affiliate**” means, with respect to any two Persons, one Person is a Subsidiary of the other or each of the two Persons is Controlled by the same Person;

“**Agreement**” means this Business Combination Agreement, including all schedules annexed hereto, together with the Irwin Disclosure Letter as the same may be amended, supplemented or otherwise modified from time to time in accordance with the terms hereof;

“**Anti-Money Laundering Laws**” means all financial recordkeeping and reporting requirements, the applicable anti-money laundering statutes of all jurisdictions where a Person and/or its Subsidiaries conduct business, the rules and regulations thereunder and any related or similar rules, regulations, or guidelines issued, administered, or enforced by any Governmental Entity;

“**BC Registrar**” means the Registrar of Companies appointed under Section 400 of the BCBCA;

“**BCBCA**” means the *Business Corporations Act* (British Columbia) and the regulations made thereunder, as now in effect and as they may be promulgated or amended from time to time;

“**Board Nominees**” means the nominees for the board of directors of the Resulting Issuer, to be named by Irwin, acceptable to the CSE and eligible to act as directors pursuant to the BCBCA;

“**Business Combination**” means the transactions contemplated by this Agreement and the Irwin Support Agreement, including any amendment, restatements or variations hereto and thereto made in accordance with this Agreement or the Irwin Support Agreement, respectively;

“**Business Day**” means any day, other than a Saturday, a Sunday or a statutory or civic holiday in any of Vancouver, British Columbia;

“**CARES Act**” means the United States Coronavirus Aid, Relief and Economic Security Act, and the regulations made thereunder, as now in effect and as they may be promulgated or amended from time to time;

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

“**commercially reasonable efforts**” means efforts that are appropriate under the circumstances, which efforts do not guarantee an outcome and do not require that Person to: (a) engage in conduct that would have a Material Adverse Effect on such Person; (b) take illegal actions; or (c) take any action that would harm its existence or solvency;

“**Contract**” means any contract, lease, deed, mortgage, license, instrument, note, commitment, undertaking, indenture, joint venture and any other agreement, commitment and legally binding arrangement, whether written or oral;

“**Control**” means, with respect to any two Persons, a Person (referred to in this definition as the “**first Person**”) is considered to control another Person (referred to in this definition as the “**second Person**”) if: (a) the first Person beneficially owns or directly or indirectly exercises control or direction over the securities of the second Person; (i) representing a majority of the outstanding economic interest in such second Person, assuming exercise or conversion, as applicable of all Derivative Securities or any other rights to acquire equity securities in such second Person; (ii) representing a majority of the issued and outstanding voting power of such second Person; or (iii) carrying votes which, if exercised, would entitle the first Person to elect a majority of the directors or members of the governing body of the second Person, unless that first Person holds the voting securities only to secure an obligation; or (b) the first Person otherwise has the right or ability to direct the corporate policy of such second Person whether by contract, or otherwise;

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

“**Debt Release**” has the meaning ascribed thereto in Section 4.07 hereto;

“**Derivative Securities**” means, with respect to any Person: (a) equity awards under any employee benefit plan; and (b) warrants, convertible securities or other rights, Contracts, arrangements or commitments of any character relating to the share capital or other ownership interests of such Person or obligating such Person to issue or sell any shares in the capital of such Person or other ownership interests of such Person;

“**Disclosure Documents**” has the meaning ascribed thereto in section (g)(v) of Schedule “B” hereto;

“**Effective Date**” means the date that Irwin determines will be the date upon which the Business Combination becomes effective subject to the satisfaction or, where not prohibited, waiver of those conditions to be satisfied as of the Effective Date by the applicable Party as set forth in this Agreement excluding conditions that, by their terms, cannot be satisfied until the Effective Date;

“**Effective Time**” means 12:01 a.m. on the Effective Date, or such other time as the Parties agree in writing;

“**Encumbrance**” means any charge, claim, community property interest, pledge, condition, equitable interest, lien (statutory or other), option, security interest, mortgage, easement, encroachment, right of way, right of first refusal, or restriction of any kind, including any restriction on use, voting, transfer, receipt of income or exercise of any other attribute of ownership;

“**ERISA**” means the United States Employee Retirement Income Security Act of 1974, as amended, and the regulations made thereunder, as now in effect and as they may be promulgated or amended from time to time;

“**Escrow Agreement**” means an escrow agreement entered into by such Persons with respect to securities of the Resulting Issuer as required by the CSE or pursuant to applicable Securities Law, if any;

“**Federal Cannabis Laws**” means any U.S. federal laws, civil, criminal or otherwise, as such relate, either directly or indirectly, to the cultivation, harvesting, production, distribution, sale and possession of cannabis, marijuana or related substances or products containing or relating to the same, including the prohibition on drug trafficking under 21 U.S.C. § 841(a), et seq., the conspiracy statute under 18 U.S.C. § 846, the bar against aiding and abetting the conduct of an offense under 18 U.S.C. § 2, the bar against misprision of a felony (concealing another’s felonious conduct) under 18 U.S.C. § 4, the bar against being an accessory after the fact to criminal conduct under 18 U.S.C. § 3, and federal money laundering statutes under 18 U.S.C. §§ 1956, 1957, and 1960 and the regulations and rules promulgated under any of the foregoing;

“**Governing Documents**” means, with respect to any Person, such Person’s notice of articles and articles, articles of incorporation, certificate of formation, charter, bylaws, operating agreement, partnership agreement, stockholders or membership agreement, or equivalent organizational or governing documents, as applicable;

“**Governmental Entity**” means: (a) any multinational, federal, provincial, territorial, state, regional, municipal, local or other government, governmental or public department, court, tribunal, arbitral body, commission, board, bureau or agency, domestic or foreign; (b) any stock exchange, including the TSXV and CSE; (c) any subdivision, agent, commission, board or authority of any of the foregoing; or (d) any quasi-governmental body, including any tribunal, commission, regulatory agency or self-regulatory organization, exercising any jurisdiction, regulatory, expropriation or taxing authority under or for the account of any of the foregoing;

“**Governmental Order**” means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Entity;

“**IFRS**” means International Financial Reporting Standards as issued by the International Accounting Standards Board;

“**including**” means including without limitation, and “**include**” and “**includes**” have a corresponding meaning;

“**Intellectual Property**” means any and all of the following in any jurisdiction throughout the world: (a) trademarks and service marks, including all applications and registrations and the goodwill connected with the use of and symbolized by the foregoing; (b) copyrights, including all applications and registrations related to the foregoing; (c) trade secrets and confidential know-how; (d) patents and patent applications; (e) internet domain name registrations; and (f) other intellectual property and related proprietary rights, interests and protections;

“**Intended U.S. Tax Treatment**” has the meaning ascribed thereto in Section 2.07;

“**Irwin**” means Irwin Naturals, a corporation existing under the laws of the State of Nevada;

“**Irwin Acquisition**” has the meaning ascribed thereto in the Preamble;

“**Irwin Board**” means the board of directors of Irwin;

“**Irwin Business**” means the development and production of vitamins and other dietary supplements, cosmetics and food products and the distribution of its products in the United States and Canada through two main channels: health food stores and mass market retailers;

“**Irwin Class A Shares**” means the Class A voting common shares in the capital of Irwin;

“**Irwin Class B Shares**” means the Class B redeemable, non-voting common shares in the capital of Irwin;

“**Irwin Common Shares**” means the common shares in the capital of Irwin prior to the Irwin Share Recapitalization;

“**Irwin Disclosure Letter**” means the disclosure letter executed by Irwin and delivered to Pubco concurrently with the execution of this Agreement;

“**Irwin Financial Statements**” has the meaning ascribed thereto in section (h)(i) of Schedule “A” hereto;

“**Irwin Founder**” means Klee Irwin;

“**Irwin Material Contracts**” has the meaning ascribed thereto in section (q) of Schedule “A” hereto;

“**Irwin Related Party Contract**” has the meaning ascribed thereto in section (s) of Schedule “A” hereto;

“**Irwin Share Recapitalization**” means the amendment to the articles of Irwin to create the Irwin Class A Shares and to add special rights and restrictions to the Irwin Common Shares and change the identifying name of the Irwin Common Shares to “Irwin Class B Shares”;

“**Irwin Subsidiary**” means 5310 Holdings LLC;

“**Irwin Support Agreement**” means the support agreement to be entered into among Pubco, US Holdco and Irwin pursuant to which certain rights will be granted to holders of Irwin Class B Shares;

“**Irwin Tax Election**” has the meaning ascribed thereto in section (o)(i) of Schedule “A” hereto;

“**Key Employee Indebtedness**” means the indebtedness owed by Rebecca Pearman and Michael Berg to Irwin evidenced by certain promissory notes in an aggregate principal amount not to exceed US\$3,750,000.

“**Latest Balance Sheet**” means the unaudited consolidated balance sheet of Irwin, as applicable, as of March 31, 2021;

“**Law**” or “**Laws**” means all laws (including common law), by-laws, statutes, rules, regulations, principles of law and equity, rulings, ordinances, Governmental Orders or other requirements, whether domestic or foreign, including but not limited to, all applicable requirements of state, provincial and municipal laws, rules and regulations regarding regulated medical and adult use cannabis businesses and activities, and the terms and conditions of any Permit of or from any Governmental Entity or self-regulatory authority (including the CSE and the TSXV), but excluding provisions of U.S. federal law that prohibit the cultivation, processing, sale or possession of cannabis and provisions of U.S. federal law that may be violated due to the federal illegality of cannabis including, but not limited to U.S. federal money laundering laws (Title 18 U.S.C. § 1956 and § 1957), and the term “applicable” with respect to such Laws and in a context that refers to a Party, means such Laws as are applicable to such Party and/or its Subsidiaries or their business, undertaking, property or securities and emanate from a Person having jurisdiction over the Party and/or its Subsidiaries or its or their business, undertaking, property or securities;

“**Listing Statement**” has the meaning ascribed thereto in section 2.01(b);

“**Material Adverse Effect**” means any one or more changes, effects, events, occurrences or states of fact with respect to a Person: (i) that is, or would reasonably be expected to be, material and adverse to the assets, liabilities (including any contingent liabilities that may arise through outstanding, pending or threatened litigation or otherwise), business, operations, results of operations, capital, property, obligations (whether absolute, accrued, conditional or otherwise) or financial condition of such Person and its Subsidiaries taken as a whole, other than changes, effects, events, occurrences or states of fact resulting from: (a) any changes affecting the cannabis industry generally; (b) any change in the market price of cannabis; (c) general economic, financial, currency exchange, securities or commodity market conditions in Canada or the United States; (d) any change in U.S. GAAP or IFRS occurring after the date hereof; (e) any change in applicable Laws or in the interpretation thereof by any Governmental Entity occurring after the date hereof; (f) the commencement, occurrence, declaration or continuation of any war, armed hostilities or acts of terrorism or any national or international political or social conditions, pandemics (including the global pandemic caused by COVID-19 or any variants therefrom), including the engagement by the United States or Canada in hostilities or the escalation thereof, whether or not pursuant to a declaration of a national emergency or war; (g) any action required or permitted to be taken under this Agreement (provided, that this clause (g) shall not exclude the effect of any action taken (or omitted to be taken) in the ordinary course of business); or (h) any natural disaster; provided, however, that, in each case, such changes do not relate primarily to such Person and its Subsidiaries, taken as a whole, or do not or will not have a disproportionate effect on such Person and its Subsidiaries, taken as a whole, compared to other companies of similar size operating in the cannabis industry and references in this Agreement to dollar amounts are not intended to be and shall not be deemed to be illustrative or interpretative for purposes of determining whether a “Material Adverse Effect” has occurred; or (ii) that is, or would reasonably be expected to, prevent or materially delay the ability of such Person to consummate the transactions contemplated hereby. For certainty, a “**Irwin Material Adverse Effect**” shall mean a Material Adverse Effect of Irwin, a “**Pubco Material Adverse Effect**” shall mean a Material Adverse Effect of Pubco and/or the Pubco Entities and a “**Resulting Issuer Material Adverse Effect**” shall mean a Material Adverse Effect of the Resulting Issuer;

“**misrepresentation**” has the meaning ascribed thereto in applicable Canadian Securities Laws;

“**ordinary course of business**”, “**ordinary course of business consistent with past practice**”, or any similar reference, means, with respect to an action taken by a Person, that such action is substantially consistent with the past practices of such Person and is taken in the ordinary course of the normal day-to-day business and operations of such Person;

“**Outside Date**” means September 30, 2021, or such later date as may be agreed to in writing by the Parties;

“**Parties**” means Pubco, Irwin and US Holdco and “**Party**” means any of them;

“**Permits**” means all permits, licenses, franchises, approvals, registrations, findings of suitability, certificates of occupancy, franchises, variances, authorizations, consents, and similar rights obtained, or required to be obtained, from Governmental Entities;

“**Permitted Encumbrances**” means: (a) Encumbrances for taxes not yet due and payable or being contested in good faith by appropriate procedures; (b) mechanics, carriers’, workmen’s, repairmen’s or other like Encumbrances arising or incurred in the ordinary course of business; (c) easements, rights of way, zoning ordinances and other similar encumbrances affecting real property; and (d) other imperfections of title or encumbrance, if any, that do not and would not reasonably be expected to, interfere with the ownership or use (including pursuant to any right to use) of the relevant title, right or property; provided in all events the term “Permitted Encumbrances” shall not include any Encumbrance that secures the payment of any money, including all mechanics’ Encumbrances, mortgages, deeds of trust, and judgment Encumbrances;

“**Person**” includes an individual, partnership, association, body corporate, trustee, executor, administrator, legal representative, government (including any Governmental Entity) or any other entity, whether or not having legal status;

“**Proposal**” has the meaning ascribed thereto in Section 4.01(b);

“**Pubco**” Datinvest International Ltd., a corporation existing under the laws of the Province of British Columbia;

“**Pubco Board**” means the board of directors of Pubco as the same is constituted from time to time;

“**Pubco Business**” has the meaning ascribed thereto in section (f) of Schedule “B” hereto;

“**Pubco Contract**” has the meaning ascribed thereto in section (o) of Schedule “B” hereto;

“**Pubco CSE Approval**” means the conditional approval of the CSE in respect of the listing of the Resulting Issuer Subordinate Voting Shares, including for certainty the Resulting Issuer Subordinate Voting Shares issuable upon conversion of the Resulting Issuer Proportionate Voting Shares and the Resulting Issuer Multiple Voting Shares, as applicable;

“**Pubco Delisting**” means the delisting of the Pubco Shares from the TSXV;

“**Pubco Delisting Resolution**” means the special resolution of the Pubco Shareholders to approve the delisting of the Pubco Shares from the TSXV which is to be considered at the Pubco Meeting;

“**Pubco Entities**” means Pubco and US Holdco, with either being a “**Pubco Entity**”;

“**Pubco Entity Board**” means the board of directors of the applicable Pubco Entity as the same is constituted from time to time;

“Pubco Financial Statements” has the meaning ascribed thereto in section (h)(i) of Schedule “B” hereto;

“Pubco Material Contract” has the meaning ascribed thereto in section (o) of Schedule “B” hereto;

“Pubco Meeting” means the special meeting of Pubco Shareholders held on June 24, 2021, called and held for the purpose of obtaining the approval of the Pubco Special Meeting Matters;

“Pubco Name Change” means the amendment to the articles of incorporation of Pubco to the change of name of Pubco from “Datinvest International Ltd.” to “Irwin Naturals Inc.” or such other name as determined by Irwin and as acceptable to the BC Registrar;

“Pubco Options” means the common share stock options of Pubco, expiring March 16, 2023, each of which has an exercise price of \$0.41 issued pursuant to the stock option plan of Pubco;

“Pubco Related Party Transaction” has the meaning ascribed thereto in section (q) of Schedule “B” hereto;

“Pubco Share Amendment” means the amendment of the articles of Pubco to create the Resulting Issuer Proportionate Voting Shares and Resulting Issuer Multiple Voting Shares and to change the identifying name of the Pubco Shares to “Subordinate Voting Common Shares”;

“Pubco Share Amendment Resolution” means the special resolution of the Pubco Shareholders to approve the Pubco Share Amendments;

“Pubco Share Consolidation” means the consolidation of the Pubco Shares on the basis of 8.31617 pre-Consolidation Pubco Shares for each one post-Consolidation Pubco Share;

“Pubco Shareholder Approval” means the requisite approval for the Pubco Special Meeting Matters by the Pubco Shareholders at the Pubco Meeting;

“Pubco Shareholders” means the holders of Pubco Shares;

“Pubco Shares” means the common shares in the capital of Pubco;

“Pubco Special Meeting Matters” means, inter alia, the Pubco Share Amendment Resolution, the Pubco Delisting Resolution, the Resulting Issuer Board Resolution, the Resulting Issuer Auditor Resolution, the Resulting Issuer Equity Incentive Plan Resolution;

“Pubco Subsidiary” means US Holdco;

“Regulatory Approvals” means those sanctions, rulings, consents, notices, orders, exemptions, permits and other approvals (including the waiver or lapse, without objection, of a prescribed time under a statute or regulation that states that a transaction may be implemented if a prescribed time lapses following the giving of notice without an objection being made) of Governmental Entities;

“Regulation D” means Regulation D under the U.S. Securities Act;

“Resulting Issuer” means Pubco following the Business Combination;

“Resulting Issuer Auditor Resolution” means the ordinary resolution of the Pubco Shareholders to approve the appointment of the auditor of the Resulting Issuer;

“Resulting Issuer Board” means the board of directors of the Resulting Issuer as initially constituted in accordance with Section 4.02;

“**Resulting Issuer Board Resolution**” means the ordinary resolution of the Pubco Shareholders to elect the Resulting Issuer Board to take effect following closing of the Business Combination;

“**Resulting Issuer Equity Incentive Plan**” means the equity incentive plan of the Resulting Issuer, the form of which is to be determined by Irwin, and be acceptable to the CSE;

“**Resulting Issuer Equity Incentive Plan Resolution**” means the ordinary resolution of the Pubco Shareholders to approve the Resulting Issuer Equity Incentive Plan;

“**Resulting Issuer Multiple Voting Shares**” means the multiple voting shares of the Resulting Issuer;

“**Resulting Issuer Proportionate Voting Shares**” means the proportionate voting shares of the Resulting Issuer;

“**Resulting Issuer Shares**” means the Resulting Issuer Proportionate Voting Shares, the Resulting Issuer Multiple Voting Shares and the Resulting Issuer Subordinate Voting Shares;

“**Resulting Issuer Subordinate Voting Shares**” means the subordinate voting shares of the Resulting Issuer;

“**Securities Laws**” means any applicable provincial or territorial securities Laws in a jurisdiction of Canada, together with the rules, regulations and published policies made thereunder (including but not limited to those of the Canadian Securities Administrators) and the U.S. Securities Laws, together with all other applicable state and federal securities Laws, rules and regulations and published policies thereunder, in each case as now in effect and as they may be promulgated or amended from time to time;

“**SEDAR**” means the System for Electronic Document Analysis and Retrieval;

“**Subsidiary**” means a Person that is controlled directly or indirectly by another Person and includes a subsidiary of that subsidiary;

“**Tax Act**” means the *Income Tax Act* (Canada) and the regulations made thereunder, as now in effect and as they may be promulgated or amended from time to time;

“**Tax Returns**” means all returns, reports, declarations, elections, notices, filings, forms, statements and other documents (whether in tangible, electronic or other form) and including any amendments, schedules, attachments, supplements, appendices and exhibits thereto, required by a Governmental Entity to be made or filed in accordance with applicable Laws in respect of Taxes;

“**Taxes**” means all taxes, duties, fees, premiums, assessments, imposts, levies, expansion fees and other charges of any kind whatsoever imposed by any Governmental Entity, including all interest, penalties, fines, additions to tax or other additional amounts imposed by any Governmental Entity in respect thereof, and including those levied on, or measured by, or referred to as, income, gross receipts, profits, windfall, royalty, capital, transfer, land transfer, sales, goods and services, harmonized sales, use, value-added, excise, stamp, withholding, business, franchising, property, development, occupancy, employer health, payroll, employment, health, social services, education and social security taxes, all surtaxes, all customs duties and import and export taxes, countervail and anti-dumping, all licence, franchise and registration fees and all employment insurance, health insurance and Canada and other pension plan premiums or contributions imposed by any Governmental Entity, and any transferee liability in respect of any of the foregoing;

“**Transacting Parties**” means Irwin and Pubco, and “**Transacting Party**” means either of them;

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

“**United States**” or “**U.S.**” means the United States of America, its territories and possessions, any State of the United States and the District of Columbia;

“**U.S. Exchange Act**” means the United States Securities Exchange Act of 1934, as amended and the rules and regulations promulgated thereunder;

“**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 2.06;

“**U.S. Securities Act**” means the United States Securities Act of 1933, as amended and the rules and regulations promulgated thereunder;

“**U.S. Securities Laws**” means all applicable securities laws in the United States, including without limitation, the U.S. Securities Act and the U.S. Exchange Act and the rules and regulations promulgated thereunder, and any applicable state securities laws; and

“**Withholding Obligations**” has the meaning ascribed thereto in Section 2.05.

1.02 Interpretation Not Affected by Headings

The division of this Agreement into Articles, Sections, subsections and paragraphs and the insertion of headings are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement. Unless the contrary intention appears, references in this Agreement to an Article, Section, subsection, paragraph or Schedule by number or letter or both refer to the Article, Section, subsection, paragraph or Schedule, respectively, bearing that designation in this Agreement.

1.03 Number and Gender

In this Agreement, unless the contrary intention appears, words importing the singular include the plural and vice versa, and words importing gender include all genders.

1.04 Date for Any Action

If the date on which any action is required to be taken hereunder by a Party is not a Business Day, such action shall be required to be taken on the next succeeding day which is a Business Day.

1.05 Currency

Unless otherwise stated, all references in this Agreement to sums of money are expressed in lawful money of Canada and “\$” refers to Canadian dollars. References to “US\$” refer to United States dollars.

1.06 Knowledge

- (a) In this Agreement, references to “the knowledge of Irwin” means the actual knowledge of Klee Irwin.

1.07 Schedules

The following Schedules are annexed to this Agreement and are incorporated by reference into this Agreement and form a part hereof:

Schedule “A”	Representations and Warranties of Irwin
Schedule “B”	Representations and Warranties of the Pubco Entities
Schedule “C”	Form of Irwin Support Agreement
Schedule “D”	Capitalization of the Resulting Issuer

1.08 Representations and Warranties

- (a) Irwin makes the representations and warranties set forth in Schedule “A” and acknowledges and agrees that the other Parties are relying thereon in executing and delivering this Agreement.
- (b) the Pubco Entities make the representations and warranties set forth in Schedule “B” and acknowledge and agree that Irwin is relying thereon in executing and delivering this Agreement.
- (c) Each Party acknowledges that it has conducted to its satisfaction an independent investigation and verification of the financial condition, results of operations, assets, liabilities, properties, and projected operations of the other Parties and their respective Subsidiaries, if any, and, in making its determination to proceed with the transactions contemplated by this Agreement, each Party has relied solely on: (i) the results of its own independent investigation and verification; and (ii) the representations and warranties of such other Party expressly and specifically set forth in the applicable Schedules hereto, as qualified in the case of Irwin, by the Irwin Disclosure Letter, and has not relied on anything else. The representations and warranties of each Party in the applicable Schedules hereto, as qualified in the case of Irwin, by the Irwin Disclosure Letter, constitute the sole and exclusive representations and warranties of such Party to the other Parties in connection with the transactions contemplated hereby. Each of the Parties understands, acknowledges, and agrees that all other representations and warranties of any kind or nature expressed or implied (including as to the accuracy or completeness of any of the information provided to such Party in the due diligence process, or any information relating to the future or historical financial condition, results of operations, assets, or liabilities of any Party’s or its Subsidiaries’ assets, or relating to any other information provided to such Party) are specifically disclaimed by the Parties and their respective affiliates, and their respective officers, directors, partners, members, employees, agents, representatives, successors, and permitted assigns have not and will not rely on any such information or other representations and warranties, and such information and such other representations and warranties shall not (except as otherwise expressly represented and warranted to in this Agreement) form the basis of any claim against the Parties, their respective affiliates, or any of their respective officers, directors, partners, members, shareholders, employees, agents, representatives, successors, and permitted assigns with respect thereto or with respect to any related matter. With respect to any projection or forecast delivered by or on behalf of any Party or its Subsidiaries to any other Party, each Party acknowledges that: (i) there are uncertainties inherent in attempting to make such projections and other forecasts and plans, and such Party is taking full responsibility for making its own evaluation of the adequacy and accuracy of all estimates, projections, and other forecasts and plans so furnished to it, including the reasonableness of the assumptions underlying such estimates, projections, and forecasts; (ii) the accuracy and correctness of such projections and forecasts may be affected by information that may become available through discovery or otherwise after the date of such projections and forecasts; (iii) it is familiar with each of the foregoing; and (iv) no other Party, its affiliates, or any of their respective officers, directors, partners, members, shareholders, employees, agents, representatives, successors, or permitted assigns is making any representation or warranty with respect to such projections or forecasts, including the reasonableness of the assumptions underlying such projections or forecasts.

1.09 Covenants

Each Party makes the covenants applicable to such Party set forth in this Agreement (including in Article 4) and acknowledges and agrees that the other Parties (or, in the case of Pubco, the other Parties excluding the Pubco Subsidiary) are relying thereon in executing and delivering this Agreement.

ARTICLE 2 THE BUSINESS COMBINATION

2.01 Listing Statement

- (a) Each Party shall use all commercially reasonable efforts to take, or cause to be taken, all actions and do or cause to be done all things reasonably necessary, proper or advisable on its part under applicable Law to enable the listing on the CSE by the Resulting Issuer of the Resulting Issuer Subordinate Voting Shares as soon as practical following the Effective Date.
- (b) As promptly as reasonably practicable following execution of this Agreement: (i) each of the Parties shall furnish all information regarding such Party and its Subsidiaries as may be required to be included in the listing statement required to be filed with the CSE in connection with the Pubco CSE Approval (the “**Listing Statement**”); and (ii) the Transacting Parties shall work together to prepare the Listing Statement, and any other documents required by applicable Laws. Assuming compliance by the Parties with their obligations under clauses (i) and (ii) above, Irwin shall file, concurrent with the closing of the transactions contemplated herein or as otherwise instructed by the CSE or an applicable Governmental Entity, the Listing Statement and other required filings with applicable Governmental Entities in all jurisdictions where the same is required to be filed.
- (c) Each of the Parties shall ensure that the information furnished by such Party that is reasonably required to be included in the Listing Statement under applicable Law complies in all material respects with all applicable Laws.
- (d) Each of the Parties shall use commercially reasonable efforts to obtain any necessary consents from its auditors and any other advisors to the use of any financial, technical or other expert information required to be included in the Listing Statement and to the identification in the Listing Statement of each such advisor.
- (e) Each of the Parties and its advisors shall be given a reasonable opportunity to review and comment on the Listing Statement prior to such document being filed with the applicable Governmental Entities, and any reasonable comments of the Parties and their respective advisors shall be incorporated therein. The Parties acknowledge that the final form of the Listing Statement shall be determined by the Resulting Issuer.
- (f) Each of the Parties shall promptly notify the other Parties if at any time before the Effective Date, to its knowledge the Listing Statement is false or misleading in any material respect with respect to any Person or otherwise requires an amendment or supplement. The Parties shall cooperate in the preparation of any amendment or supplement to the Listing Statement as required or appropriate.

2.02 Business Combination Steps

The Parties agree to effect the combination of their respective businesses and assets by way of one or more transactions in accordance with the terms, and subject to the conditions set forth in the Irwin Support Agreement and this Agreement in the following sequential order.

- (a) Pubco Reorganization

Pubco shall complete and file the applicable Articles of Amendment in the prescribed form with the BC Registrar, giving effect to the Pubco Share Consolidation, Pubco Name Change and Pubco Share Amendments in accordance with the terms of this Agreement.

- (b) Irwin Founder Subscription

The Irwin Founder shall subscribe for 18,240 Resulting Issuer Multiple Voting Shares and one Resulting Issuer Subordinate Voting Share at a price per share equal to \$3.325 and \$2.50 respectively.

(c) Irwin Contribution and Recapitalization

Irwin shall complete and file the applicable Articles of Amendment in the prescribed form with the Nevada Secretary of State, giving effect to the Irwin Share Recapitalization. Holders of Irwin Common Shares shall receive 304 Irwin Class B Shares for every one Irwin Common Share held.

US Holdco shall purchase 6,600,000 Irwin Class A Shares at a price of US\$2.50 per Irwin Class A Share and shall be the sole holder of Irwin Class A Shares.

(d) Support Agreement

Pubco, US Holdco and Irwin will enter into the Irwin Support Agreement, substantially in the form attached hereto as Schedule "C" and which shall provide, among other things, that, so long as any Irwin Shares are not owned by US Holdco or any of its affiliates, the Irwin Class B Shares shall carry certain redemption and exchange rights allowing, subject to contractual restrictions, the holder thereof to redeem or exchange their Irwin Class B Shares for newly-issued Resulting Issuer Subordinate Voting Shares on a one-to-one basis.

2.03 Preparation of Filings

The Transacting Parties shall prepare, and the other Parties shall co-operate and use their commercially reasonable efforts to take, or cause to be taken, all reasonable actions in connection with any orders, registrations, consents, filings, rulings, exemptions, no-action letters, circulars and approvals, including this Agreement, the Irwin Support Agreement and the Business Combination and the preparation of any required documents, in each case as reasonably necessary for the Parties to discharge their respective obligations under this Agreement, the Irwin Support Agreement and the Business Combination, and to complete any of the transactions contemplated by this Agreement and the Irwin Support Agreement, including their obligations under applicable Laws. Irwin shall prepare the Listing Statement and all other materials required to be filed with the CSE by Pubco. A Transacting Party shall furnish to the other Parties and their respective advisors for review and comment, a reasonable amount of time prior to the time of filing or submission of any document, a copy of each document to be filed or submitted.

It is acknowledged and agreed that Pubco shall not be required to file a prospectus or similar document or otherwise become subject to the securities Laws of any jurisdiction (other than in the case of the Resulting Issuer, the Provinces of British Columbia and Alberta and the United States) in order to complete the Business Combination. The Parties shall use their commercially reasonable efforts to promptly make such securities and other regulatory filings in the United States or other jurisdictions as may be necessary or, in their sole discretion, advisable in connection with the completion of the Business Combination. Each Party shall provide to the other all information regarding the Party and its affiliates as required by applicable Securities Laws in connection with such filings.

2.04 Announcement and Shareholder Communications

The Transacting Parties shall jointly announce publicly the transactions contemplated hereby promptly following the execution of this Agreement by the Parties, the text and timing of such announcement to be approved by each of the Transacting Parties in advance, each acting reasonably. No Party shall: (i) issue any news release or otherwise make public announcements with respect to this Agreement or the Irwin Support Agreement without the consent of each of the Transacting Parties (which consent shall not be unreasonably withheld, conditioned or delayed); or (ii) make any filing with any Governmental Entity with respect thereto without prior consultation with each of the Transacting Parties;

provided, however, that the foregoing shall be subject to each Party's overriding obligation to make any disclosure or filing required under applicable Laws or stock exchange rules, and the Party making such disclosure shall use all commercially reasonable efforts to give prior written notice to the Transacting Parties and reasonable opportunity to review or comment on the disclosure or filing, and if such prior notice is not possible, to give such notice immediately following the making of such disclosure or filing.

2.05 Withholding Taxes

Notwithstanding any other provision of this Agreement, the Parties, and any other applicable withholding agent shall be entitled to deduct and withhold from any amount payable in connection with any transactions referred to in this Agreement and the Irwin Support Agreement such amounts as such withholding agent determines, acting reasonably, are required or reasonably believes to be required to be deducted and withheld from such payment in accordance with the Tax Act, the Code or any provision of any other applicable Law (the "**Withholding Obligations**"). To the extent that amounts are so deducted or withheld, such deducted or withheld amounts shall be treated for all purposes hereof as having been paid to the Person in respect of which such deduction and withholding was made (the "**Affected Person**"), provided that such deducted or withheld amounts are actually remitted to the appropriate taxing authority.

2.06 U.S. Securities Laws Matters

The Parties hereto intend for the issuances and exchanges of shares contemplated hereby to be exempt from the registration requirements of any applicable U.S. Securities Laws and, accordingly, each Party 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 Resulting Issuer Shares to be issued by the Resulting Issuer pursuant to the Business Combination outside 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 Regulation S under the U.S. Securities Act, and the Resulting Issuer Shares to be issued by the Resulting Issuer pursuant to the Business Combination to Persons who are, or acquiring such securities for the account or benefit of, U.S. Persons or persons in the United States (each a "**U.S. Purchaser**") will be issued in reliance on Rule 506(b) of Regulation D and applicable state securities laws.

2.07 U.S. Tax Matters

The Parties intend that the Resulting Issuer will be treated as a U.S. domestic corporation under Section 7874(b) of the Code (the "**Intended U.S. Tax Treatment**"). Each Party agrees not to take any position on any Tax Return or otherwise take any Tax reporting position inconsistent with the Intended U.S. Tax Treatment set forth in this Section 2.07, unless otherwise required by a "determination" within the meaning of Section 1313 of the Code that such treatment is not correct. Each Party agrees to act in a manner that is consistent with the Intended U.S. Tax Treatment. In the event the Parties determine that the foregoing transactions may not qualify for the Intended U.S. Tax Treatment, the parties hereto will cooperate in restructuring such transactions to the extent reasonably possible, to cause such transactions to so qualify. Notwithstanding the foregoing, the Parties do not make any representation, warranty or covenant to any other Party or to their equityholders (and, including without limitation, holders of any options, warrants, debt instruments or other similar rights or instruments) regarding the U.S. Tax treatment of any transactions contemplated by this Agreement or the Irwin Support Agreement.

ARTICLE 3 CONDITIONS

3.01 Mutual Conditions Precedent

The obligation of a Transacting Party to complete the Business Combination is subject to the fulfillment of each of the following conditions precedent on or before the Effective Time, each of which may be waived by the mutual consent of the Transacting Parties:

- (a) the satisfactory completion of due diligence by each Party, acting reasonably;
- (b) receipt of all necessary regulatory and third-party consents, approvals and authorizations as may be required in respect of the Business Combination;
- (c) no act, action, suit or proceeding nor any inquiry or investigation (whether formal or informal) will have been threatened or taken, and not disclosed before or by any domestic or foreign court, tribunal or governmental agency or other regulatory authority or administrative agency or commission by any elected or appointed public official or private person (including, without limitation, any individual, corporation, firm, group or entity) in Canada, the United States or elsewhere, whether or not having the force of law, and no law, regulation or policy will have been proposed, enacted, promulgated or applied, which has the effect to cease trade, enjoin, prohibit or impose material limitations or conditions on any of the parties, or which, if the Business Combination was completed, would materially and adversely affect any of the Parties hereto;
- (d) no Governmental Entity shall have enacted, issued, promulgated, enforced or entered any Law which is then in effect and has the effect of making any of the transactions contemplated by the Business Combination illegal or otherwise preventing or prohibiting consummation of any such transactions;
- (e) the Pubco CSE Approval shall have been obtained; and
- (f) the Escrow Agreements, if required by the CSE or pursuant to Securities Law, shall have been fully executed by the parties thereto.

3.02 Additional Conditions Precedent to the Obligations of Irwin

The obligation of Irwin to complete the Business Combination is subject to the fulfillment of each of the following conditions precedent on or before the Effective Time (each of which is for the exclusive benefit of Irwin and may be waived in whole or in part only by Irwin in its sole discretion):

- (a) all covenants of each other Party under this Agreement to be performed on or before the Effective Time shall have been duly performed by each such other Party in all material respects and Irwin shall have received a certificate of each other Party addressed to Irwin and dated the Effective Date, signed on behalf of such other Party by two senior executive officers of such other Party (on such other Party's behalf and without personal liability), confirming the same as at the Effective Time;
- (b) the representations and warranties of Pubco set forth in this Agreement shall be true and correct in all respects, without regard to any materiality or Pubco Material Adverse Effect qualifications contained in them as of the Effective Time, as though made on and as of the Effective Time (except for representations and warranties made as of a specified date, the accuracy of which shall be determined as of that specified date), except where the failure or failures of all such representations and warranties to be so true and correct in all respects would not have a Pubco Material Adverse Effect, provided that the representations and warranties of Pubco set forth in Schedule "B" sections (a) (Organization and Qualification), (b) (Authority; Approval) and (c)(i) (No Conflicts) shall be true and correct in all material respects (without regard to any materiality contained in them) as of the Effective Time, and Irwin shall have received a certificate of Pubco addressed to Irwin and dated the Effective Date, signed on behalf of Pubco by two senior executive officers of Pubco (on Pubco's behalf and without personal liability), confirming the same as at the Effective Time;
- (c) Pubco shall have delivered or caused to be delivered to Irwin a certificate, dated as of the Effective Date, executed by the secretary or other officer of Pubco, certifying as to (i) the

names and titles of the officers or authorized signatories of Pubco authorized to sign this Agreement and the other instruments contemplated hereby, together with the true signatures of such officers or signatories; (ii) the resolutions duly adopted by the board of directors and the shareholders of Pubco, as applicable and as required in connection with the transactions contemplated hereby, authorizing the execution, delivery and performance by Pubco of this Agreement and the other instruments contemplated hereby; and (iii) true and correct copies of the Governing Documents of Pubco;

- (d) the Pubco Share Consolidation, the Pubco Name Change, the Pubco Delisting and the Pubco Share Amendments shall have been completed;
- (e) Pubco shall provide evidence that it has minimum net cash of \$620,000, in such form as may be acceptable to Irwin, which amount, for greater certainty, shall be prior to giving effect to any reasonable expenses of Pubco related to the Business Combination;
- (f) the transactions contemplated by the Irwin Support Agreement to occur prior to the Effective Time shall have been completed in accordance with their respective terms;
- (g) all conditions to the completion of the transactions contemplated by the Irwin Support Agreement shall have been satisfied or waived in accordance with their respective terms (except for conditions that will be completed, by their terms, at the time set out herein);
- (h) there shall have been no Material Adverse Effect of Pubco;
- (i) there shall not be pending any legal suit or proceeding by any Governmental Entity or any other Person that is reasonably likely to result in the unavailability of the exemption from registration under the U.S. Securities Act afforded by Rule 506(b) of Regulation D or the tax treatment contemplated by Section 2.06;
- (j) Pubco shall have appointed Odyssey Trust Company as the transfer agent and registrar for the Resulting Issuer Subordinate Voting Shares (or such other transfer agent and registrar as determined by Irwin, acting reasonably);
- (k) there shall not be pending any legal suit or proceeding by any Governmental Entity or any other Person that is reasonably likely to result in the unavailability of the Section 3(a)(10) Exemption or the Intended U.S. Tax Treatment contemplated by Section 2.06;
- (l) Pubco shall not be in default of the requirements of the TSXV, the CSE and any securities commission and no order shall have been issued preventing the Business Combination or the trading of any securities of Pubco;
- (m) immediately prior to the closing of the Business Combination, the issued and outstanding share capital of Pubco will consist of no greater than 9,979,407 Pubco Shares;
- (n) all of the Pubco Options shall have been cancelled;
- (o) the issuance of the Resulting Issuer Subordinate Voting Shares, Resulting Issuer Multiple Voting Shares, Resulting Issuer Proportionate Voting Shares pursuant to the Business Combination shall be exempt from the registration requirements of the U.S. Securities Act pursuant to Rule 506(b) of Regulation D.

3.03 Additional Conditions Precedent to the Obligations of Pubco

The obligation of Pubco and the Pubco Subsidiary to complete the Business Combination is subject to the fulfillment of each of the following conditions precedent on or before the Effective Time (each of

which is for the exclusive benefit of Pubco and may be waived in whole or in part only by Pubco in its sole discretion):

- (a) all covenants of Irwin under this Agreement to be performed on or before the Effective Time which have not been waived by Pubco shall have been duly performed by Irwin in all material respects and Pubco shall have received a certificate of Irwin addressed to Pubco and dated the Effective Date, signed on behalf of Irwin by two senior executive officers of Irwin (on Irwin's behalf and without personal liability), confirming the same as at the Effective Time;
- (b) the representations and warranties of Irwin set forth in this Agreement shall be true and correct in all respects, without regard to any materiality or Irwin Material Adverse Effect qualifications contained in them as of the Effective Time, as though made on and as of the Effective Time (except for representations and warranties made as of a specified date, the accuracy of which shall be determined as of that specified date), except where the failure or failures of all such representations and warranties to be so true and correct in all respects would not have an Irwin Material Adverse Effect, provided that the representations and warranties of Irwin set forth in Schedule "A" sections (a) (Organization and Qualification), (b) (Authority; Approval) and (c)(i) (No Conflicts) shall be true and correct in all material respects (without regard to any materiality contained in them) as of the Effective Time, and Pubco shall have received a certificate of Irwin addressed to Pubco and dated the Effective Date, signed on behalf of Irwin by two senior executive officers of Irwin (on Irwin's behalf and without personal liability), confirming the same as at the Effective Time;
- (c) Irwin shall have delivered or caused to be delivered to Pubco a certificate, dated as of the Effective Date, executed by the secretary or other officer of each such Party, certifying as to (i) the names and titles of the officers or authorized signatories of such Party authorized to sign this Agreement and the other instruments contemplated hereby, together with the true signatures of such officers or signatories; (ii) the resolutions duly adopted by the board of directors or other governing body and the shareholders or members of such Party, as applicable and as required in connection with the transactions contemplated hereby, authorizing the execution, delivery and performance by such Party of this Agreement and the other instruments contemplated hereby; and (iii) true and correct copies of the Governing Documents of such Party;
- (d) immediately prior to closing of the Business Combination but prior to the Irwin Reorganization, Irwin shall have no greater than 1,052,632 Irwin Shares issued and outstanding; and
- (e) there shall have been no Material Adverse Effect of Pubco or Irwin.

3.04 Satisfaction of Conditions

The conditions precedent set out in Section 3.01, Section 3.02, Section 3.02 and Section 3.03 shall be conclusively deemed to have been satisfied, waived or released, as applicable, at the Effective Time.

ARTICLE 4 ADDITIONAL AGREEMENTS

4.01 Non-Solicitation

- (a) None of the Transacting Parties (or any affiliate thereof) will, directly or indirectly, solicit, initiate, knowingly encourage, co-operate with or facilitate (including by way of furnishing any non-public information or entering into any form of agreement, arrangement, letter of intent or understanding) the submission, initiation or continuation of any oral or written

inquiries, proposals or expressions of interest regarding, constituting or that may reasonably be expected to lead to any activity, arrangement or transaction or propose any activities or solicitations in opposition to or in competition with the Business Combination.

- (b) Without limiting the generality of Section 4.01(a), none of the Transacting Parties (nor any affiliate thereof) will, directly or indirectly, induce or attempt to induce any other person to initiate, or facilitate the initiation of, any shareholder proposal or “take-over bid”, exempt or otherwise, within the meaning of applicable Securities Laws or other business combination or transaction, for its securities or assets, nor undertake any transaction or negotiate any transaction which would be or potentially could be in opposition to or in conflict with the Business Combination (each, a “**Proposal**”), including, without limitation, allowing access to any third party (other than representatives of the Transaction Parties, any party to the Irwin Support Agreement (or any such party’s representatives)) to conduct due diligence, or permitting any of their officers, directors, managers or shareholders to authorize such access.
- (c) In the event that any of the Transacting Parties or any of their respective affiliates or associates, including any of their officers or directors, receives any form of offer or inquiry in respect of the transactions described in this Section 4.01, such Transacting Party shall forthwith (in any event within one Business Day following receipt) notify the other Parties of such offer or inquiry and provide the other Party with the material details in respect thereof; provided that in the event any Party, at the advice of their respecting governing body, decides to proceed with such third party offer or inquiry, such Party shall be obligated to reimburse the other Transacting Parties for all reasonable legal and other expenses incurred in connection with the transactions contemplated hereby.

4.02 Resulting Issuer Board and Year End

- (a) Irwin shall determine the Governing Documents of the Resulting Issuer, including among other things, its articles and its notice of articles, drafts of which shall be provided to Pubco for review and comment and Irwin will take into consideration any reasonable comments of Pubco.
- (b) The Governing Documents of the Resulting Issuer shall provide, among other things, that the Resulting Issuer Board shall be comprised of four (4) directors with the initial directors being the Board Nominees and that the financial year end of the Resulting Issuer is December 31.

4.03 Consolidation and Capitalization

- (a) Pubco shall effect the Pubco Share Consolidation in accordance with and pursuant to this Agreement, on the basis of 8.31617 pre-Consolidation Pubco Shares for every one post-Consolidation Pubco Share, immediately prior to the completion of the Pubco Share Amendment to create the Resulting Issuer Subordinate Voting Shares, Resulting Issuer Multiple Voting Shares and the Resulting Issuer Proportionate Voting Shares, and after the Pubco Share Consolidation.
- (b) The Parties agree that the capitalization of the Resulting Issuer will be as set forth at Schedule “D”.

4.04 Notices of Certain Events

- (a) Each Party will give prompt written notice to the other Parties upon becoming aware of the occurrence, or failure to occur, at any time from the date hereof until the earlier to occur of

the termination of this Agreement pursuant to its terms and the Effective Time of any event or state of facts which occurrence or failure would, or would be likely to:

- (i) result in such Party's failure to satisfy the following applicable condition precedent with respect to its representations and warranties set forth herein: (A) with respect to Irwin, Sections 3.02 and 3.03(b); (C) with respect to Pubco, Sections 3.02 and 3.02(b);
 - (ii) result in such Party's failure to comply with or satisfy in all material respects any covenant or agreement to be complied with or satisfied by such Party hereunder prior to the Effective Time; or
 - (iii) result in the failure of any other condition set forth in Article 3 prior to the Effective Time.
- (b) Except as provided in this Section 4.04(b), a Party's receipt of information pursuant to this Section 4.04 shall not operate as a waiver or otherwise amend, supplement or affect any representation, warranty, covenant or agreement given or made in this Agreement by any Party. If any such disclosed information has resulted in, or will result in (in the reasonable determination of the receiving Party), the failure to satisfy one or more conditions precedent to a receiving Party's obligation set forth in Article 3 by the Outside Date, then within twenty (20) Business Days of the receipt of such written disclosure notice, this Agreement may be terminated by such receiving Party, the conditions precedent in favour of whom in Article 3 cannot be satisfied. If this Agreement either cannot be terminated or is not terminated by a receiving Party as provided in this Section 4.04, such written notice provided shall in all cases be deemed to qualify and update the representations, warranties, agreements, covenants and agreements in this Agreement in all respects for the purposes of the satisfaction of the conditions precedent set forth in Article 3, and shall not be a basis for failure to satisfy any such conditions. In addition to and in furtherance of the foregoing, until the earlier to occur of the termination of this Agreement pursuant to its terms and the Effective Time, Irwin may supplement and update the Irwin Disclosure Letter and for so long as any such supplements and updates: (i) were not made as a result of a breach or default by Irwin under this Agreement in any material respect, and (ii) do not have an Irwin Material Adverse Effect, then any such supplements and updates to the Irwin Disclosure Letter shall be deemed to qualify and update the representations, warranties, agreements and covenants of Irwin and the Irwin Disclosure Letter in all respects for the purposes of the satisfaction of the conditions precedent in Article 3 and shall not be a basis for failure to satisfy any such conditions.
- (c) No Party may elect to terminate this Agreement based upon either: (i) the failure of a condition precedent in Article 3 for the benefit of such Party to be satisfied; or (ii) a termination right of such Party in Section 5.02, unless prior to the Effective Date such Party has delivered a written notice to all of the other Parties specifying in reasonable detail the breaches of covenants, agreements, representations and warranties or other termination matters which the Party delivering such notice is asserting as the basis for the non-fulfilment of its applicable condition precedent or termination right, as the case may be. Provided that any Party is proceeding diligently to cure an asserted breach or satisfy an asserted termination matter and such breach or termination matter is capable of being cured or satisfied by the Outside Date (in the sole discretion of the Party electing to terminate), no Party may terminate this Agreement unless such breach or termination matter shall not have been cured or otherwise satisfied within fifteen (15) days after such written notice was delivered to all Parties.

4.05 Additional Covenants Regarding the Business Combination

Each Party shall perform all obligations required to be performed by such Party (and, in the case of Pubco, to be performed by the Pubco Subsidiary) under this Agreement, co-operate with the other Parties in connection therewith, and do all such other acts and things as may be reasonably necessary in order to consummate and make effective, as soon as reasonably practicable, the transactions contemplated in this Agreement, including the Irwin Acquisition. Without limiting any other obligations of the Parties hereunder, the Parties will use their commercially reasonable efforts to coordinate and cooperate with one another in exchanging such information and supplying such assistance as may be reasonably requested by each in connection with the foregoing. Each of the Parties shall enter into the Irwin Support Agreement (the form of which is set out in the Schedule “C” attached hereto).

4.06 Additional Covenants Regarding the Businesses of Certain Parties

Pubco (on its own behalf and on behalf of Pubco Subsidiary) covenants and agrees that prior to the Effective Date, unless (i) Irwin shall otherwise agree in writing; or (ii) such action is expressly contemplated or permitted by this Agreement or the Irwin Support Agreement, that it shall not (and in the case of Pubco, shall cause the Pubco Subsidiary not to), directly or indirectly:

- (a) issue, deliver, sell, pledge, lease, dispose of or encumber any of its securities (whether convertible or not), create any new securities, or amend, extend or terminate, any of the terms of, or agreements governing, any of its outstanding convertible securities;
- (b) sell, pledge, lease, transfer, dispose of or encumber any of its assets, rights or properties;
- (c) amend or propose to amend its Governing Documents or the terms of any of its securities;
- (d) split, combine or reclassify any of its outstanding shares or undertake any other capital reorganization;
- (e) redeem, purchase or offer to purchase any of its securities;
- (f) loan or lend amounts to any Person;
- (g) declare, set aside or pay any dividend or other distribution (whether in cash, securities or any combination thereof) in respect of any of its shares;
- (h) reorganize, amalgamate or merge with any other Person;
- (i) reduce the stated capital of its shares;
- (j) acquire or agree to acquire (by merger, amalgamation, acquisition of shares or assets or otherwise) any Person, or make any investment either by purchase of shares or securities, contributions of capital (other than to its Subsidiaries), or purchase of any property or assets of any other Person;
- (k) incur, create, assume or otherwise become liable for any indebtedness for borrowed money or any other liability or obligation or issue any debt securities in excess of \$10,000, except normal course liabilities, or in respect of Pubco’s audit of its financial statements for the year-ended December 31, 2020;
- (l) guarantee, endorse or otherwise as an accommodation become responsible for, the obligations of any other Person;
- (m) adopt a plan of liquidation or resolutions providing for any liquidation or dissolution;

- (n) pay, discharge, settle, satisfy, compromise, waive, assign or release any claims, liabilities or obligations, except normal course payables;
- (o) enter into any Contract or authorize, recommend or propose any release or relinquishment of any contractual right;
- (p) engage in any transaction with any related parties;
- (q) make any capital expenditures;
- (r) amend its accounting policies or adopt new accounting policies, except as may be required by applicable Law;
- (s) make, revoke or change any Tax election; amend any previously filed Tax Return; file any Tax Return inconsistent with past practice; settle or compromise any Liability for Taxes; agree to an extension or waiver of the limitation period with respect to the assessment, reassessment, or determination of Taxes; enter into any closing agreement with respect to any Tax; surrender any right to claim a material Tax refund; change an annual accounting period; adopt or change any accounting method with respect to Taxes; or consent to any extension or waiver of the limitation period applicable to any Tax claim or assessment unless, in each case, such action is required by Law;
- (t) take any action or fail to take any action that is intended to, or would reasonably be expected to, individually or in the aggregate, prevent, materially delay or materially impede its ability to consummate the Business Combination or the other transactions contemplated by this Agreement; or
- (u) agree to do any of the foregoing.

4.07 Additional Covenants Regarding Key Employee Indebtedness

Notwithstanding anything to the contrary in this Agreement or the Irwin Support Agreement, the Parties agree that (i) at all times prior to and after the consummation of the Business Combination and the other transactions contemplated by this Agreement, the Irwin Founder shall have the absolute right, power, and authority to authorize, and otherwise cause, Irwin and/or Resulting Issuer to release, discharge, and forgive (a “**Debt Release**”), in whole or in part, the Key Employee Indebtedness set forth in the written directions of the Irwin Founder, and (ii) this ability to consummate the Debt Release was a material consideration in the determination to consummate the transactions contemplated hereby.

ARTICLE 5 TERM, TERMINATION, AMENDMENT AND WAIVER

5.01 Term

This Agreement shall be effective from the date hereof until the earlier of: (a) the Effective Time or (b) the termination of this Agreement in accordance with its terms.

5.02 Termination

- (a) This Agreement may be terminated at any time prior to the Effective Time (notwithstanding the Pubco Shareholder Approval and the approval of the other matters at the Pubco Meeting):
 - (i) by mutual written agreement of the Transacting Parties and notice in writing to the Parties that are not Transacting Parties;
 - (ii) by any Transacting Party, if:

- A. the Effective Time shall not have occurred on or before the Outside Date, except that the right to terminate this Agreement under this Section 5.02(a)(ii) shall not be available to any Transacting Party whose failure to fulfill any of its obligations or breach of any of its representations and warranties under this Agreement has been a substantial cause of the failure of the Effective Time to occur by such Outside Date;
 - B. after the date hereof, there shall be enacted or made any applicable Law that makes consummation of the Business Combination illegal or otherwise prohibited or enjoins a Party from consummating the Business Combination and such applicable Law or injunction shall have become final and non-appealable; or
 - C. after the date hereof, upon any Governmental Entity having issued a final, non-appealable order prohibiting the Business Combination;
- (iii) by Irwin, if the Pubco Shares have been cease traded; or
 - (iv) by any Party, if such Party has a right to terminate this Agreement pursuant to, and in accordance with, Section 4.04, subject to such Party exercising such termination right not then being in material breach of this Agreement which shall cause any condition in Article 3 not to be satisfied.
- (b) The Party desiring to terminate this Agreement pursuant to this Section 5.02 (other than pursuant to Section 5.02(a)(i)) shall give notice of such termination to the other Parties, specifying in reasonable detail the basis for such Party's exercise of its termination right.
 - (c) Subject to Section 4.04(b), if this Agreement is terminated pursuant to this Section 5.02, this Agreement, together with the Irwin Support Agreement, shall become void and be of no further force or effect without liability of any Party (or any shareholder, director, officer, employee, agent, consultant or representative of such Party) to any other Party, except that the provisions of this Section 5.02(c), Section 5.03 and Article 6 and all related definitions set forth in Section 1.01 shall survive any termination hereof pursuant to Section 5.02.

5.03 Expenses and Termination Fees

- (a) Each of the Parties shall be responsible for its own costs and charges incurred with respect to the Business Combination 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 preparing this Agreement or otherwise relating to the transactions contemplated herein.

5.04 Amendment

Subject to applicable Laws, this Agreement and the Irwin Support Agreement may, at any time and from time to time before or after the holding of the Pubco Meeting but not later than the Effective Time, be amended by mutual written agreement of all of the Parties and any such amendment may without limitation:

- (a) change the time for performance of any of the obligations or acts of the Parties;
- (b) waive any inaccuracies or modify any representation or warranty contained herein or in any document delivered pursuant hereto;
- (c) waive compliance with or modify any of the covenants herein contained and waive or modify performance of any of the obligations of the Parties; and

- (d) waive compliance with or modify any mutual conditions precedent herein contained.

5.05 Waiver

Any Party may: (a) extend the time for the performance of any of the obligations or acts of any of the other Parties; (b) waive compliance, except as provided herein, with any of the other Parties' agreements or the fulfilment of any conditions to its own obligations contained herein; or (c) waive inaccuracies in any of the other Parties' representations or warranties contained herein or in any document delivered by any other Party; provided, however, that any such extension or waiver shall be valid only if set forth in an instrument in writing signed by all other Parties whose obligations are not being extended or waived and, unless otherwise provided in the written waiver, will be limited to the specific breach or condition waived.

**ARTICLE 6
GENERAL PROVISIONS**

6.01 Notices

All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed to have been duly given and received on the day it is delivered, provided that it is delivered on a Business Day prior to 5:00 p.m. local time in the place of delivery or receipt. However, if notice is delivered after 5:00 p.m. local time or if such day is not a Business Day then the notice shall be deemed to have been given and received on the next Business Day. Notice shall be sufficiently given if delivered (either in Person, by courier service or other personal method of delivery), or if transmitted by electronic means (by electronic mail, or other similar method of delivery, provided that in the case of delivery by electronic mail or similar method of delivery such delivery is confirmed by reply or "read receipt" or similar method) to the Parties at the following addresses (or at such other addresses as shall be specified by any Party by notice to the other given in accordance with these provisions):

- (a) if to Pubco or the Pubco Subsidiary:

Datinvest International Ltd.

[REDACTED]

Attention: [REDACTED]

Email: [REDACTED]

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

[REDACTED]

Attention: [REDACTED]

Email: [REDACTED]

- (b) if to Irwin:

Irwin Naturals

[REDACTED]

Attention: [REDACTED]

Email: [REDACTED]

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

[REDACTED]

Attention: [REDACTED]

Email: [REDACTED]

6.02 Governing Law; Waiver of Jury Trial

This Agreement shall be governed, including as to validity, interpretation and effect, by the Laws of the Province of British Columbia and the Laws of Canada applicable therein. Each of the Parties hereby irrevocably attorns to the non-exclusive jurisdiction of the courts of the Province of British Columbia in respect of all matters arising under and in relation to this Agreement and the Business Combination. EACH PARTY TO THIS AGREEMENT HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE ACTIONS OF THE PARTIES IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT OF THIS AGREEMENT.

6.03 Injunctive Relief; Damages

The Parties agree that irreparable harm would occur for which money damages would not be an adequate remedy at Law in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. Accordingly, the Parties agree that, in the event of any breach or threatened breach of this Agreement by a Party, the non-breaching Party will be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance, and the Parties shall not object to the granting of injunctive or other equitable relief on the basis that there exists an adequate remedy at Law. Subject to this Section 6.03, such remedies will not be the exclusive remedies for any breach of this Agreement but will be in addition to all other remedies available at Law or equity to each of the Parties. In any action to enforce the terms of this Agreement, including any action for equitable relief or to recover damages for any violations herein, it shall not be a defense, and no Party shall assert any claim, cause of action, defense, legal or equitable remedy (including rescission), or theory that any provision of this Agreement is invalid, non-binding, unenforceable or illegal on the basis that federal law may restrict or prohibit the activities and transactions contemplated hereby that involve cannabis, or products relating thereto, and the parties hereby waive all such claims, causes of action, defenses, remedies, and theories, to the extent permitted under federal law and applicable Law.

6.04 Time of Essence

Time shall be of the essence in this Agreement.

6.05 Entire Agreement, Binding Effect and Assignment

This Agreement (including the exhibits and schedules hereto and the Irwin Disclosure Letter) as well as the Irwin Support Agreement constitute the entire agreement, and supersede all other prior agreements, representations, warranties and understandings, both written and oral, between the Parties, or any of them, with respect to the subject matter hereof and thereof and, except as expressly provided herein (including under and for those referenced in Section 6.06 (No Liability)), this Agreement is not intended to and shall not confer upon any Person other than the Parties any rights or remedies hereunder. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned by either of the Parties without the prior written consent of the other Parties. This Agreement shall enure to the benefit of the

Parties and their respective successors and permitted assigns and shall be binding upon the Parties and their respective successors and permitted assigns.

6.06 No Liability

No director or officer of any of the Parties hereunder shall have any personal liability whatsoever to the other Parties under this Agreement, or any other document delivered in connection with the transactions contemplated hereby. This Agreement may only be enforced against, and any Action based upon, arising out of, or related to this Agreement, or the negotiation, execution or performance of this Agreement, may only be brought against the entities that are expressly named as Parties and then only with respect to the specific obligations set forth herein with respect to such Party. No past, present or future director, officer, employee, incorporator, manager, member, partner, stockholder, affiliate, agent, attorney or other representative of any Party or of any affiliate of any Party, or any of their successors or permitted assigns, shall have any liability for any obligations or liabilities of any Party under this Agreement or for any Action based on, in respect of or by reason of the transactions contemplated hereby.

6.07 Severability

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule or Law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

6.08 Counterparts; Execution

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The Parties shall be entitled to rely upon delivery of an executed facsimile, portable document format or similar executed electronic copy of this Agreement, and such facsimile, portable document format or similar executed electronic copy shall be legally effective to create a valid and binding agreement between the Parties.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF Pubco, Irwin, and US Holdco have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

DATINVEST INTERNATIONAL LTD.

By: (signed) "*Leighton Bocking*" _____
Name: Leighton Bocking
Title: Chief Executive Officer

IRWIN NATURALS

By: (signed) "*Klee Irwin*" _____
Name: Klee Irwin
Title: Chief Executive Officer

DAI US HOLDCO INC.

By: (signed) "*Leighton Bocking*" _____
Name: Leighton Bocking
Title: President

**SCHEDULE “A”
REPRESENTATIONS AND WARRANTIES OF IRWIN**

Except as disclosed or included in the Irwin Disclosure Letter or the documents, materials, or agreements listed in the Irwin Disclosure Letter, Irwin hereby represents and warrants to Pubco as follows, and acknowledges that Pubco is relying upon such representations and warranties in connection with the entering into of this Agreement:

- (a) *Organization and Qualification.* Each of Irwin and the Irwin Subsidiary is duly incorporated or organized, validly existing and in good standing under the Laws of its governing jurisdiction. Each of Irwin and the Irwin Subsidiary have all necessary power and authority to own, lease and operate its properties and to carry on the Irwin Business as now conducted, except under Federal Cannabis Laws. Each of Irwin and the Irwin Subsidiary is duly licensed or qualified to do business and is in good standing in each jurisdiction in which the properties owned or leased by it, or the operation of the Irwin Business as currently conducted, makes such licensing or qualification necessary, except where the failure to be so licensed, qualified or in good standing would not have an Irwin Material Adverse Effect.
- (b) *Authority; Approval.*
 - (i) Irwin has all necessary corporate power and authority to execute and deliver this Agreement and the Irwin Support Agreement and to consummate the transactions contemplated hereby, including the Business Combination, except under Federal Cannabis Laws. No further act or proceeding on the part of Irwin, the Irwin Board or its members is necessary to authorize the execution, delivery and performance of this Agreement. This Agreement has been duly executed and delivered by Irwin, and, assuming due authorization, execution and delivery by the other Parties, constitutes a legal, valid and binding obligation of Irwin, enforceable in accordance with its terms and conditions (except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors’ rights generally and by general equitable principles and Federal Cannabis Laws).
 - (ii) The Irwin Board has: (i) determined that this Agreement, the Irwin Support Agreement and the transactions contemplated hereby and hereby, including the Business Combination, are in the best interests of Irwin and its shareholders; and (ii) approved the execution and delivery of this Agreement and the Irwin Support Agreement, and the performance by Irwin and the Irwin Subsidiary of their respective obligations under this Agreement, in each case in accordance with the Nevada Revised Statutes, and the regulations made thereunder, and the Governing Documents of Irwin.
- (c) *No Conflicts.* Neither the execution and the delivery by Irwin of this Agreement, nor the consummation of the transactions contemplated hereby, including the Business Combination: (i) violate or conflict with any provisions of the Governing Documents of Irwin or the Irwin Subsidiary; (ii) violate, conflict with or result in a violation of, or constitute a default (whether after the giving of notice, lapse of time or both) under any provision of any Law or Governmental Order to which Irwin or the Irwin Subsidiary or any of their properties or assets are subject, except under Federal Cannabis Laws; or (iii) violate, conflict with or result in a breach of any provision of, constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, result in or create in any Person the right to, accelerate, terminate, modify or cancel, require any notice under, or result in the imposition or creation of an Encumbrance upon or with respect to any of the ownership interests or assets of Irwin or the Irwin Subsidiary, under any Irwin

Material Contract, except, in the case of clauses (ii) and (iii), as would not have an Irwin Material Adverse Effect.

- (d) *Consents.* Except as set forth in the Irwin Disclosure Letter, no consent, approval, Permit, Governmental Order or authorization of, or registration, declaration or filing with, any Governmental Entity or other Person is required to be obtained or made by or on behalf of Irwin in connection with the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby, except where the failure to obtain or make any of the foregoing would not have an Irwin Material Adverse Effect. As of the date hereof, neither Irwin nor the Irwin Subsidiary has received any written notice from any Governmental Entity indicating that such Governmental Entity would oppose or not grant or issue its consent or approval, if requested, with respect to the transactions contemplated by this Agreement.
- (e) *Legal Proceedings.* Except as may be set forth in the Irwin Disclosure Letter: (i) there is no Action or series of related Actions pending against Irwin or the Irwin Subsidiary, or any of their directors or executive officers (in each case in their capacities as such), by or before a Governmental Entity; (ii) each of Irwin and the Irwin Subsidiary is not subject to or bound by any settlement or conciliation agreement that remains outstanding; and (iii) there are no Governmental Orders outstanding against Irwin or the Irwin Subsidiary, or against any director or executive officer of Irwin or the Irwin Subsidiary, in each of the foregoing clauses (i), (ii) and (iii), that would have, or would reasonably be expected to have, an Irwin Material Adverse Effect.
- (f) *Compliance with Laws.* Except under Federal Cannabis Laws, Irwin and the Irwin Subsidiary have complied in all material respects with, and is now complying with, all Laws applicable to the Irwin Business.
- (g) *Permits.* Each of Irwin and the Irwin Subsidiary: (i) has managed, held or possessed, and does currently manage, hold or possess, all material rights under; and (ii) has complied in all material respects with, and is currently in compliance in all material respects with, all Permits which are required for the operation of the Irwin Business by such Person or the ownership of the Irwin Subsidiary.
- (h) *Financial Statements.*
 - (i) The Irwin Disclosure Letter contains true and complete copies of the following financial statements of Irwin (collectively, the “**Irwin Financial Statements**”): (a) the audited consolidated balance sheets of Irwin for the fiscal years ended December 31, 2019 and December 31, 2020 and the related audited consolidated statements of income, cash flows and the capital accounts of the members of Irwin for the fiscal years ended December 31, 2019 and December 31, 2020, and (b) the unaudited consolidated balance sheet of Irwin as of March 31, 2021 and the related unaudited consolidated statements of income, cash flows and the capital accounts of the members of Irwin for the three-month period then ended.
 - (ii) The Irwin Financial Statements have been prepared in accordance with IFRS applied on a consistent basis throughout the periods involved, subject to, in the case of the interim Irwin Financial Statements, normal and recurring year-end adjustments (in each case the effect of which will not be materially adverse) and the absence of notes that, if presented, would not differ materially from those presented in the audited Irwin Financial Statements. Each of the Irwin Financial Statements (including in all cases the notes thereto, if any) has been prepared from, and is consistent with, the books and records of Irwin and accurately presents in all

material respects the financial condition and results of operations of Irwin as of the times and for the periods referred to therein.

- (i) *Capitalization.*
 - (i) There are 1,052,000 Irwin Common Shares issued and outstanding. The Irwin Common Shares were issued in compliance with applicable Laws and were not issued in violation of Irwin's Governing Documents or any other agreement, arrangement or commitment to which Irwin is a party.
 - (ii) (a) Irwin has no outstanding Derivative Securities; (b) Irwin does not have outstanding, authorized, or in effect any stock appreciation, phantom stock, profit participation or similar rights; (c) there are no voting trusts, shareholder agreements, proxies or other agreements, understandings or obligations in effect with respect to the voting, transfer or sale (including any rights of first refusal, rights of first offer or drag-along rights), issuance (including any pre-emptive or anti-dilution rights), redemption or repurchase (including any put or call or buy-sell rights), or registration (including any related lock-up or market standoff agreements) of any Irwin Common Shares or other securities of Irwin, to which Irwin is a party; and (d) to the Knowledge of Irwin, no Party has asserted or is there any reasonable basis for an assertion of any claim to ownership or the right to own or acquire any equity interest in Irwin.
- (j) *Subsidiaries.* Other than the Irwin Subsidiary (which is a wholly-owned subsidiary of Irwin), Irwin has no Subsidiaries or any indirect interest in any Person.
- (k) *Brokers.* No Person has, or will have, any liability to pay any fees, commissions or other compensation to any broker, finder, investment banker, financial advisor or other similar Person with respect to the transactions contemplated by this Agreement on the basis of any act or statement made by or on behalf of Irwin or the Irwin Subsidiary.
- (l) *Absence of Changes.* Since March 31, 2021, there has been no Irwin Material Adverse Effect, neither Irwin nor the Irwin Subsidiary has authorized or entered into any Contract or authorized, taken or agreed to take (or fail to take) any action that would result in an Irwin Material Adverse Effect; and to the Knowledge of Irwin no events exist which with the passing of time would reasonably be expected to have a Material Adverse Effect.
- (m) *Absence of Undisclosed Liabilities; Indebtedness.* Irwin and the Irwin Subsidiary on a consolidated basis have no material liability of a type required to be reflected on a balance sheet prepared in accordance with IFRS, except for those liabilities: (i) set forth on the Latest Balance Sheet; (ii) which have arisen since the date of the Latest Balance Sheet in the ordinary course of business; (iii) which have arisen under any Irwin Material Contracts; or (iv) which have been incurred in connection with the transactions contemplated hereby and the Irwin Support Agreement. Irwin has no indebtedness for borrowed money other than: (i) as set forth on the Latest Balance Sheet; (ii) which has arisen since the date of the Latest Balance Sheet in the ordinary course of business; (iii) which has arisen under any Irwin Material Contracts; or (iv) which has been incurred in connection with the transactions contemplated hereby and the Irwin Support Agreement.
- (n) *Title to Properties; Sufficiency of Assets.* Irwin and the Irwin Subsidiary, on a consolidated basis, are in possession of, and have title to or a valid leasehold interest in, all of the material tangible properties and assets reflected on the face of the Latest Balance Sheet or acquired after the date of the Latest Balance Sheet, in each case other than such tangible properties and assets that have been sold or otherwise disposed of in the ordinary course of business after the date of the Latest Balance Sheet. Such material tangible properties and

assets are free and clear of all Encumbrances other than Permitted Encumbrances. Irwin and the Irwin Subsidiary, on a consolidated basis, possess or have valid rights to, all material assets and properties necessary to conduct the Irwin Business in the ordinary course of business as of the date hereof.

(o) *Taxes.*

- (i) At all times since the formation of Irwin, Irwin has had in effect (i) a valid election under Code Section 1362(a) to be taxed as an S corporation for U.S. federal income Tax purposes, and (ii) valid comparable elections required under state or local Tax law in each state or locality in which Irwin conducts business or otherwise is subject to state or local income or franchise Tax ((i) and (ii) together, the “**S Election**”). Irwin did not have any assets, business operations, income or earnings prior to the effective date of the S Election. The S Election is valid and in effect, and Irwin is not aware of any reason why Irwin no longer qualifies for treatment as an S corporation under applicable federal, state and local Tax law or will not qualify for such treatment as of immediately prior to the closing of the Business Combination. Irwin has not been and will not be subject to Taxes imposed by Code Sections 1363, 1371, 1374 or 1375 (or any corresponding or similar provision of state or local income Tax law). Irwin has not, since inception, acquired assets from another corporation in a transaction in which Irwin’s Tax basis for the acquired assets was determined, in whole or in part, by reference to the Tax basis of the acquired assets (or any other property) in the hands of the transferor. Irwin has provided to the other Parties the notice of acceptance of Irwin as an S corporation as issued by the IRS. The Irwin Subsidiary is, and has been at all times since its formation, properly classified as an entity disregarded as separate from Irwin for U.S. federal income Tax purposes by reason of the Irwin Subsidiary being classified as a “qualified subchapter S subsidiary” within the meaning of Code Section 1361(b)(e)(B).
- (ii) All income Tax Returns and other Tax Returns required to be filed by Irwin have been timely filed, including applicable extensions. Such Tax Returns were true, complete and correct in all material respects. All Taxes due and owing by Irwin (whether or not shown on any Tax Return) have been timely paid. Irwin is not currently the beneficiary of any extension of time within which to file any Tax Return.
- (iii) Irwin has withheld and paid each material Tax required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, customer, equityholder or other party, and complied with all information reporting and backup withholding provisions of applicable Law.
- (iv) Irwin has received no claim in writing from any taxing authority in any jurisdiction where Irwin does not file Tax Returns that it is, or may be, subject to Tax by that jurisdiction.
- (v) No extensions or waivers of statutes of limitations have been given or requested with respect to any Taxes of Irwin.
- (vi) All deficiencies asserted, or assessments made, against Irwin as a result of any examinations by any taxing authority have been fully paid.
- (vii) Irwin is not a party to any Action by any taxing authority, and Irwin has received no written notice of any pending or threatened Actions by any taxing authority against Irwin that have not been resolved.

- (viii) There are no material Encumbrances for Taxes (other than for current Taxes not yet due and payable) upon the assets of Irwin.
- (ix) Irwin is not a party to, or bound by, any Tax indemnity, Tax sharing, Tax allocation or similar agreement, and Irwin does not owe any amount under any such agreement.
- (x) No private letter rulings, technical advice memoranda or similar agreement or rulings have been requested, entered into or issued by any taxing authority with respect to Irwin.
- (xi) Irwin has timely and properly collected all material sales, use, value-added and similar Taxes required to be collected, and has remitted on a timely basis such amounts to the appropriate Governmental Entity. Irwin has timely and properly requested, received and retained all necessary exemption certificates and other documentation supporting any claimed exemption or waiver of Taxes on sales or similar transaction as to which it would otherwise have been obligated to collect or withhold Taxes.
- (xii) Irwin has not filed any amended Tax Return or other claim for a refund as a result of, or in connection with, the carry back of any net operating loss or other attribute to a year prior to the taxable year including the Effective Date under Section 172 of the Code, as amended by Section 2303 of the CARES Act, or any corresponding or similar provision of state, local or non-U.S. Law.
- (xiii) Irwin has (i) complied in all material respects with applicable Law in order to defer the amount of the employer's share of any "applicable employment taxes" under Section 2302 of the CARES Act, (ii) to the extent applicable, complied in all material respects with applicable Law and duly accounted for any available Tax credits under Sections 7001 through 7005 of the Families First Act, and (iii) has not received or claimed any Tax credits under Section 2301 of the CARES Act.
- (xiv) For purposes of this section (o) of Schedule "A", Irwin shall be deemed to include each Irwin Subsidiary or predecessor of Irwin, any Person which merged or was liquidated with and into Irwin or the Irwin Subsidiary or any Person from which Irwin or the Irwin Subsidiary or Affiliates incurs a liability for Taxes as a result of transferee or successor liability.
- (p) *Intellectual Property.* Irwin or the Irwin Subsidiary, as applicable, owns or possesses sufficient legal rights to all Intellectual Property that is owned or used by Irwin or the Irwin Subsidiary in the conduct of the Irwin Business as now conducted. To Irwin's knowledge, no product or service marketed or sold by Irwin or the Irwin Subsidiary violates any license or infringes any intellectual property rights of any other Person.
- (q) *Material Contracts.* The Irwin Disclosure Letter lists each Contract that Irwin or the Irwin Subsidiary is a party to, that is material to Irwin and would, to the extent Irwin was a "reporting issuer" (as such term is defined pursuant to Canadian Securities Laws), be required to be filed on SEDAR (the "**Irwin Material Contracts**"). To the knowledge of Irwin, the Irwin Material Contracts are enforceable by Irwin or the Irwin Subsidiary that is a party thereto, as applicable, in accordance with their respective terms.
- (r) *Environmental Matters.* Each of Irwin and the Irwin Subsidiary has obtained, has complied in all material respects with, and is currently in compliance in all material respects with, all material Permits that are required for the occupation of its facilities and the ownership and operation of its business under applicable environmental Laws. No Action has been filed

against Irwin or the Irwin Subsidiary, and no written notice has been received by Irwin or the Irwin Subsidiary alleging any material failure to comply with, or any material liability under, any environmental Laws.

- (s) *Affiliate Transactions.* (i) there are no Contracts pursuant to which payments in excess of US\$250,000 are to be paid or received between Irwin or the Irwin Subsidiary, on the one hand, and any shareholder of Irwin, any of Irwin's directors or executive officers or to Irwin's knowledge, any of the foregoing Person's controlled Affiliates, on the other hand (each, a "**Irwin Related Party Contract**"), other than for payment of customary and ordinary course salaries and bonuses for services rendered and reimbursement of customary, ordinary course and reasonable out-of-pocket expenses incurred on behalf of Irwin or the Irwin Subsidiary, and (ii) each Irwin Related Party Contract is on an arms'-length basis and can be terminated by Irwin or the Irwin Subsidiary without premium or penalty.
- (t) *Employee Matters; Employee Benefits.* The Irwin Disclosure Letter sets forth each employee benefit plan maintained, established or sponsored by Irwin or the Irwin Subsidiary, or which Irwin or the Irwin Subsidiary participates in or contributes to, which is subject to ERISA and is material to Irwin and its Subsidiaries taken as a whole.
- (u) *No Bad Actor Disqualification.* None of Irwin, or any of its predecessors, any director, executive officer, or other officer of Irwin participating in the Business Combination, any beneficial owner of 20% or more of Irwin's outstanding voting equity securities, calculated on the basis of voting power, or any promoter (as that term is defined in Rule 405 under the U.S. Securities Act) connected with Irwin in any capacity at the time of sale of any of any of their securities is or was subject to any of the "Bad Actor" disqualifications described in Rule 506(d)(1)(i) to (viii) of Regulation D, except for any such event covered by Rule 506(d)(2) or (d)(3) of Regulation D.

The representations and warranties of Irwin contained in this Schedule "A" shall not survive the completion of the Business Combination and shall 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.

**SCHEDULE “B”
REPRESENTATIONS AND WARRANTIES OF PUBCO**

Pubco hereby represents and warrants to Irwin as follows, and acknowledges that such Parties are relying upon such representations and warranties in connection with the entering into of this Agreement:

- (a) *Organization and Qualification.* Each of the Pubco Entities is duly incorporated or organized, validly existing and in good standing under the Laws of its governing jurisdiction. Each Pubco Entity has full corporate power and authority to own, lease and operate its properties and to carry on its business as now conducted. Each Pubco Entity is duly licensed or qualified to do business and is in good standing in each jurisdiction in which the properties owned or leased by it, or the operation of its business and the nature of its activities as currently conducted, makes such licensing or qualification necessary.
- (b) *Authority; Approval.*
 - (i) Each Pubco Entity has all necessary corporate power and authority to execute and deliver this Agreement and the Irwin Support Agreement and to consummate the transactions contemplated hereby, including the Business Combination. No further act or proceeding on the part of any Pubco Entity, any Pubco Entity Board or the respective shareholders of a Pubco Entity is necessary to authorize the execution, delivery and performance of this Agreement. This Agreement has been duly executed and delivered by each Pubco Entity, and, assuming due authorization, execution and delivery by the other parties thereto, constitutes a legal, valid and binding obligation of each Pubco Entity, enforceable in accordance with its terms and conditions (except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors’ rights generally and by general equitable principles.
 - (ii) The Pubco Special Meeting Matters received the Pubco Shareholder Approval at the Pubco Meeting, in accordance with applicable Law and the terms of this Agreement.
- (c) *No Conflicts.* Neither the execution and the delivery by any Pubco Entity of this Agreement or the Irwin Support Agreement, nor the consummation of the transactions contemplated hereby or thereby, including the Business Combination: (i) violates or conflicts with any provisions of the Governing Documents of any Pubco Entity; (ii) violates, conflicts with or results in a violation of, or constitutes a default (whether after the giving of notice, lapse of time or both) under any provision of any Law or Governmental Order to which any Pubco Entity or any of its properties or assets are subject; or (iii) violates, conflicts with or results in a breach of any provision of, constitutes a default (or an event which, with notice or lapse of time or both, would constitute a default) under, results in or create in any Person the right to, accelerate, terminate, modify or cancel, require any notice under, or result in the imposition or creation of an Encumbrance upon or with respect to any of the ownership interests or assets of any Pubco Entity, under any Contract.
- (d) *Consents.* No consent, approval, Permit, Governmental Order or authorization of, or registration, declaration or filing with, any Governmental Entity or other Person is required to be obtained or made by or on behalf of any Pubco Entity in connection with the execution and delivery of this Agreement, the Irwin Support Agreement or the consummation of the transactions contemplated hereby or thereby, except for the approval of the CSE to the Business Combination. As of the date hereof, no Pubco Entity has received any written or oral notice from any Governmental Entity indicating that such Governmental Entity would oppose or not promptly grant or issue its consent or approval, if requested, with respect to the transactions contemplated by this Agreement.

- (e) *Legal Proceedings.* (i) There is no Action or series of related Actions pending against any Pubco Entity, or any of its directors or executive officers (in each case in their capacities as such), by or before a Governmental Entity; (ii) no Pubco Entity is subject to or bound by any settlement or conciliation agreement that remains outstanding; and (iii) there are no Governmental Orders outstanding against a Pubco Entity, or against any director or executive officer of a Pubco Entity.
- (f) *Operations.* The only business of Pubco is the carrying on of normal course financings to cover public company operating expenses with a view to negotiating and consummating a reverse takeover or other form of change of control transaction (the “**Pubco Business**”). Since January 1, 2021, Pubco has engaged in no business other than the Pubco Business. No Pubco Entity holds any Permits. Aside from cash, no Pubco Entity owns, has title to or any leasehold interest in, any property, whether directly or indirectly, tangible or intangible, real or personal, including Intellectual Property.
- (g) *Compliance with Laws & Public Company Matters.*
- (i) Each Pubco Entity has complied in all material respects, and is now complying in all material respects, with all Laws applicable to such Pubco Entity and with its Governing Documents.
- (ii) Pubco is a “reporting issuer” (as that term is defined under applicable Securities Laws the province of British Columbia) only in British Columbia and Alberta, and is not in default of the requirements of the applicable Securities Laws in British Columbia or Alberta.
- (iii) There has not been any reportable event (within the meaning of National Instrument 51-102 – *Continuous Disclosure Obligations*) with the present or former auditors of Pubco.
- (iv) In respect of the Pubco Shares, there are not less than 150 public holders holding at least a board lot (as such terms are defined in CSE Policy 1 – *Interpretation and General Provisions*), assuming the Pubco Share Consolidation ratio is equal to 8.31617 pre-consolidation Pubco Shares for every 1 post-consolidation Pubco Share.
- (v) Pubco has filed all material documents and information required to be filed by it, whether pursuant to applicable Securities Laws (including, without limitation, all of its disclosure obligations pursuant to National Instrument 51 102 - *Continuous Disclosure Obligations*) or otherwise, with the applicable securities commissions (the “**Disclosure Documents**”), except where non-compliance has not had, and would not reasonably be expected to have, a Pubco Material Adverse Effect, and Pubco has not made any confidential filings with any securities regulatory authorities that as at the date hereof are not publicly available. As of the time the Disclosure Documents were filed with the applicable securities regulatory authorities and on SEDAR (or, if amended or superseded by a filing prior to the date hereof, then on the date of such filing): (i) each of the Disclosure Documents complied in all material respects with the requirements of the applicable Securities Laws in the jurisdictions they were filed; and (ii) none of the Disclosure Documents contained any untrue statement of a material fact regarding Pubco or omitted to state a material fact regarding Pubco 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. There is no “material fact” or “material change” (as those terms are defined in under applicable Securities Laws) in the affairs of Pubco that has not been generally disclosed to the public.

- (vi) Pubco is a “foreign private issuer” within the meaning of Rule 405 of Regulation C under the U.S. Securities Act. Pubco is not registered as an “investment company” pursuant to the United States Investment Act of 1940, as amended. None of Pubco or any of its predecessors or subsidiaries has had the registration of a class of securities under the U.S. Exchange Act revoked by the U.S. Securities and Exchange Commission pursuant to Section 12(j) of the U.S. Exchange Act and any rules or regulations promulgated under the U.S. Securities Act.
- (h) *Financial Statements.*
- (i) The audited financial statements of Pubco for the years ended December 31, 2020 and December 31, 2019 and the unaudited interim financial statements of Pubco for the period ended March 31, 2021 (together, the “**Pubco Financial Statements**”) have been prepared in accordance with IFRS applied on a consistent basis throughout the periods involved, subject to, in the case of the interim Pubco Financial Statements, normal and recurring year-end adjustments (in each case the effect of which will not be materially adverse) and the absence of notes that, if presented, would not differ materially from those presented in the audited Pubco Financial Statements. Each of the Pubco Financial Statements (including in all cases the notes thereto, if any) has been prepared from, and is consistent with, the books and records of Pubco and accurately presents in all material respects the financial condition and results of operations of Pubco as of the times and for the periods referred to therein.
- (i) *Capitalization.*
- (i) The authorized share capital of Pubco consists of an unlimited number of Pubco Shares, of which 9,979,407 Pubco Shares are issued and outstanding.
 - (ii) The Pubco Shares were issued in compliance with applicable Laws and were not issued in violation of Pubco’s Governing Documents or any other agreement, arrangement or commitment to which Pubco is a party.
 - (iii) The authorized share capital of US Holdco consists of an unlimited number of common shares of US Holdco, of which 100 common shares of US Holdco are issued and outstanding and no other shares.
 - (iv) All issued and outstanding shares in the capital of US Holdco are held beneficially and of record by Pubco, free and clear of all Encumbrances. The shares of US Holdco were issued in compliance with applicable Laws and were not issued in violation of US Holdco’s Governing Documents or any other agreement, arrangement or commitment to which US Holdco is a party.
 - (v) No Pubco Entity has any outstanding Derivative Securities other than 175,000 Pubco Options exercisable into 175,000 Pubco Shares at an exercise price of \$0.41 per share expiring March 16, 2023.
 - (vi) All Derivative Securities were issued in compliance with applicable Laws and were not issued in violation of Pubco’s Governing Documents or any other agreement, arrangement or commitment to which Pubco is a party.
 - (vii) No Pubco Entity has any stock appreciation, phantom stock, profit participation or similar rights outstanding, authorized, or in effect. There are no voting trusts, shareholder agreements, proxies or other agreements, understandings or obligations in effect with respect to the voting, transfer or sale (including any rights of first

refusal, rights of first offer or drag-along rights), issuance (including any preemptive or anti-dilution rights), redemption or repurchase (including any put or call or buy-sell rights), or registration (including any related lock-up or market standoff agreements) of any Pubco Shares or other securities of any Pubco Entity.

- (j) *Subsidiaries.* Other than US Holdco (which is a wholly-owned subsidiary of Pubco), no Pubco Entity has any Subsidiary or any indirect interest in any Person.
- (k) *Brokers.* No Person has, or will have, any liability to pay any fees, commissions or other compensation to any broker, finder, investment banker, financial advisor, agent or other similar Person with respect to the transactions contemplated by this Agreement or the Irwin Support Agreement on the basis of any act or statement made by or on behalf of any Pubco Entity.
- (l) *Absence of Changes.* Since March 31, 2021, there has been no Pubco Material Adverse Effect, and neither Pubco Entity has authorized or entered into any Contract or authorized, taken or agreed to take (or fail to take) any action that would result in a Pubco Material Adverse Effect.
- (m) *Absence of Undisclosed Liabilities; Indebtedness.* The Pubco Entities on a consolidated basis have no material liability of a type required to be reflected on a balance sheet prepared in accordance with IFRS, except for those liabilities: (i) set forth on the latest balance sheet included in the Pubco Financial Statements; (ii) which have arisen since the date of such balance sheet in the ordinary course of business; or (iii) which have been incurred in connection with the transactions contemplated hereby. No Pubco Entity has any indebtedness, other than indebtedness incurred under this Agreement. Pubco has no secured interests in favour of any Person.
- (n) *Taxes.*
 - (i) The Pubco Subsidiary has not had any Tax Returns required to be made or prepared by it, has not filed any Tax Return with any Governmental Entity and has not had any liability to pay any Tax.
 - (ii) All Tax Returns required to be filed by Pubco have been timely filed. Such Tax Returns were true, complete and correct in all material respects. All Taxes due and owing by Pubco (whether or not shown on any Tax Return) have been timely paid. Pubco is not currently the beneficiary of any extension of time within which to file any Tax Return.
 - (iii) Pubco has withheld and paid all Taxes required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, customer, equity holder or other party of Pubco, and complied with all information reporting and backup withholding provisions of applicable Law.
 - (iv) Pubco has received no claim in writing from any taxing authority in any jurisdiction where Pubco does not file Tax Returns that it is, or may be, subject to Tax by that jurisdiction.
 - (v) No extensions or waivers of statutes of limitations have been given or requested with respect to any Taxes of Pubco.
 - (vi) All deficiencies asserted, or assessments made, against Pubco as a result of any examinations by any taxing authority have been fully paid.

- (vii) Pubco is not a party to any Action by any taxing authority. Pubco has received no written notice of any pending or threatened Actions by any taxing authority against Pubco.
 - (viii) There are no material Encumbrances for Taxes (other than for current Taxes not yet due and payable) upon the assets of Pubco.
 - (ix) No advance tax rulings or technical interpretations related to Tax have been requested, entered into or issued by any taxing authority with respect to Pubco.
 - (x) Pubco has no liability for Taxes of any Person (other than Pubco) as transferee or successor, by contract or otherwise.
 - (xi) Pubco will not be required to include any item of income in, or exclude any item or deduction from, taxable income for taxable period or portion thereof ending after the Effective Time as a result of any transaction, agreement, event or activity which is outside the ordinary course of business.
 - (xii) Pubco has timely and properly collected all material sales, use, value-added and similar Taxes required to be collected, and has remitted on a timely basis such amounts to the appropriate Governmental Entity. Pubco has timely and properly requested, received and retained all necessary exemption certificates and other documentation supporting any claimed exemption or waiver of Taxes on sales or similar transaction as to which it would otherwise have been obligated to collect or withhold Taxes.
- (o) *Material Contracts.*
- (i) US Holdco is not a party to any Contract other than this Agreement and the Irwin Support Agreement.
 - (ii) Pubco is not a party to a Contract, other than this Agreement (collectively, the “**Pubco Contracts**”).
 - (iii) Each Pubco Contract that is material to Pubco (the “**Pubco Material Contracts**”) is valid and binding on Pubco in accordance with its terms and is in full force and effect. Neither Pubco nor, to Pubco’s knowledge, any other party thereto is in breach of or default under (or is alleged to be in breach of or default under), or has provided or received any notice of any intention to terminate, any Pubco Material Contract. No event has occurred or, to Pubco’s knowledge, is threatened, which, after the giving of notice, with lapse of time, or otherwise, would constitute any such breach or default by Pubco or any other party under such Pubco Material Contract. Complete and correct copies of the Pubco Material Contracts (including all modifications, amendments, and supplements thereto and waivers thereunder) are filed on SEDAR.
- (p) *Environmental Matters.* No Action has been filed against any Pubco Entity, and no written notice has been received by any Pubco Entity alleging any material failure to comply with, or any material liability under, any environmental Laws.
- (q) *Affiliate Transactions.* Except as disclosed in the Pubco Financial Statements most recently filed on SEDAR: (i) there are no Contracts between Pubco, on the one hand, and any shareholder of Pubco or any Affiliate of a shareholder of Pubco, or any Pubco directors or officers (each, “**Pubco Related Party Transaction**”); and (ii) each Pubco Related Party Transaction is on an arms’-length basis and can be terminated by Pubco without premium or penalty.

- (r) *Books and Records.* The minute books and records of each Pubco Entity, all of which are in the possession of Pubco, are complete and correct in all material respects and have been made available to Irwin.
- (s) *Employees.* No Pubco Entity has any employees.
- (t) *No Bad Actor Disqualification.* None of Pubco, or any of its predecessors, any director, executive officer, or other officer of Pubco participating in the Business Combination, any beneficial owner of 20% or more of Pubco's outstanding voting equity securities, calculated on the basis of voting power, or any promoter (as that term is defined in Rule 405 under the U.S. Securities Act) connected with Pubco in any capacity at the time of sale of any of any of their securities is or was subject to any of the "Bad Actor" disqualifications described in Rule 506(d)(1)(i) to (viii) of Regulation D, except for any such event covered by Rule 506(d)(2) or (d)(3) of Regulation D.

The representations and warranties of Pubco contained in this Schedule "B" shall not survive the completion of the Business Combination and shall 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.

SCHEDULE "C"
IRWIN SUPPORT AGREEMENT

**SCHEDULE “D”
CAPITALIZATION OF THE RESULTING ISSUER**

Securities issuable to former securityholders (directly or indirectly) of the following:	Resulting Issuer Shares on an as converted basis (%)	Resulting Issuer Subordinate Voting Shares	Resulting Issuer Proportionate Voting Shares	Resulting Issuer Multiple Voting Shares
Irwin Shareholders	99.63% ¹	1	Nil	18,240
Former Pubco Shareholders	0.37%	1,200,000	Nil	Nil

¹ Includes Irwin Class B Shares