



**Ontario  
CERTIFICATE**  
This is to certify that these  
articles are effective on

**CERTIFICAT**  
Ceci certifie que les présents  
statuts entrent en vigueur le

**5004784**

**NOVEMBER 15 NOVEMBRE, 2018**

*Barbara Auehett*



Director / Directrice  
Business Corporations Act / Loi sur les sociétés par actions

Form 4  
Business  
Corporations  
Act

Formule 4  
Loi sur les  
sociétés par  
actions

**ARTICLES OF AMALGAMATION  
STATUTS DE FUSION**

- The name of the amalgamated corporation is: (Set out in BLOCK CAPITAL LETTERS)  
Dénomination sociale de la société issue de la fusion (écrire en LETTRES MAJUSCULES SEULEMENT) :

G	R	O	W	N	R	O	G	U	E	C	A	N	A	D	A	C	O	R	P	.				

- The address of the registered office is:  
Adresse du siège social :  
340 Richmond Street West  
(Street & Number or R.R. Number & if Multi-Office Building give Room No.)  
(Rue et numéro, ou numéro de la R.R. et, s'il s'agit d'un édifice à bureaux, numéro du bureau)  
  
Toronto ONTARIO 

M	5	V	1	X	2
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(Name of Municipality or Post Office) (Postal Code /Code postal)

- Number of directors is: Fixed number  OR minimum and maximum    
Nombre d'administrateurs : Nombre fixe

- The director(s) is/are: / Administrateur(s) :  

First name, middle names and surname Prénom, autres prénoms et nom de famille	Address for service, giving Street & No. or R.R. No., Municipality, Province, Country and Postal Code Domicile élu, y compris la rue et le numéro ou le numéro de la R.R., le nom de la municipalité, la province, le pays et le code postal	Resident Canadian State 'Yes' or 'No' Résident canadien Oui/Non
Obie Strickler	340 Richmond St. West Toronto, Ontario, M5V 1X2	No
Michael Johnston	340 Richmond St. West Toronto, Ontario, M5V 1X2	Yes

- Method of amalgamation,, check A or B  
 5. Méthode choisie pour la fusion - Cocher A ou B

**A – Amalgamation Agreement / Covention de fusion :**

The amalgamation agreement has been duly adopted by the shareholders of each of the amalgamating corporations as required by subsection 176 (4) of the *Business Corporations Act* on the date set out below. Les actionnaires de chaque société qui fusionne ont dûment adopté la convention de fusion conformément au paragraphe 176(4) de la *Loi sur les sociétés par actions* à la date mentionnée ci-dessous.

or  
ou

**B – Amalgamation of a holding corporation and one or more of its subsidiaries or amalgamation of Subsidiaries / Fusion d'une société mere avec une ou plusieurs de ses filiales ou fusion de filiales :**

The amalgamation has been approved by the directors of each amalgamating corporation by a resolution as required by section 177 of the *Business Corporations Act* on the date set out below. Les administrateurs de chaque société qui fusionne ont approuvé la fusion par voie de résolution conformément à l'article 177 de la *Loi sur les sociétés par actions* à la date mentionnée ci-dessous.

The articles of amalgamation in substance contain the provisions of the articles of incorporation of Les statuts de fusion reprennent essentiellement les dispositions des statuts constitutifs de

and are more particularly set out in these articles.  
et sont énoncés textuellement aux présents statuts.

Names of amalgamating corporations Dénomination sociale des sociétés qui fusionnent	Ontario Corporation Number Numéro de la société en Ontario	Date of Adoption/Approval Date d'adoption ou d'approbation		
		Year année	Month mois	Day jour
Novicius Acquisition Corp.	2627391	2018	11	15
Grown Rogue Canada Inc.	2618287	2018	11	15

6. Restrictions, if any, on business the corporation may carry on or on powers the corporation may exercise.  
Limites, s'il y a lieu, imposées aux activités commerciales ou aux pouvoirs de la société.

None.

7. The classes and any maximum number of shares that the corporation is authorized to issue:  
Catégories et nombre maximal, s'il y a lieu, d'actions que la société est autorisée à émettre :

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

8. Rights, privileges, restrictions and conditions (if any) attaching to each class of shares and directors authority with respect to any class of shares which may be issued in series:  
Droits, privilèges, restrictions et conditions, s'il y a lieu, rattachés à chaque catégorie d'actions et pouvoirs des administrateurs relatifs à chaque catégorie d'actions qui peut être émise en série :

N/A

9. The issue, transfer or ownership of shares is/is not restricted and the restrictions (if any) are as follows: L'émission, le transfert ou la propriété d'actions est/n'est pas restreint. Les restrictions, s'il y a lieu, sont les suivantes :

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

- (i) the consent of the directors of the Corporation expressed by a resolution passed at a meeting of those directors, or a resolution in writing signed by all of them; or
- (ii) the consent of the shareholders of the Corporation, expressed by a resolution passed at a meeting of those shareholders, or a resolution in writing signed by all of those shareholders entitled to vote on that resolution.

10. Other provisions, (if any):  
Autres dispositions, s'il y a lieu :

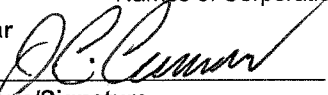
None.

11. The statements required by subsection 178(2) of the *Business Corporations Act* are attached as Schedule "A".  
Les déclarations exigées aux termes du paragraphe 178(2) de la *Loi sur les sociétés par actions* constituent l'annexe A.
12. A copy of the amalgamation agreement or directors' resolutions (as the case may be) is/are attached as Schedule "B".  
Une copie de la convention de fusion ou les résolutions des administrateurs (selon le cas) constitue(nt) l'annexe B.

These articles are signed in duplicate.  
Les présents statuts sont signés en double exemplaire.

Names and **original signature** of a director or authorized officer of each of the amalgamating corporations. Include the name of each corporation, the signatories name and descriptions of office (e.g. president, secretary). **Only a director or authorized signing officer can sign on behalf of the corporation.** / Nom et **signature originale** d'un administrateur ou d'un signataire autorisé de chaque société qui fusionne. Indiquer la dénomination sociale de chaque société, le nom du signataire et sa fonction (p. ex. : président, secrétaire). **Seul un administrateur ou un dirigeant habilité peut signer au nom de la société.**

Novicius Acquisition Corp.

Names of Corporations / Dénomination sociale des sociétés		
By / Par		
Signature/Signature	James Cassina Print name of signatory / Nom du signataire en lettres moulées	Secretary Description of Office / Fonction

Grown Rogue Canada Inc.

Names of Corporations / Dénomination sociale des sociétés		
By / Par		
Signature/Signature	Michael Johnston Print name of signatory / Nom du signataire en lettres moulées	Treasurer Description of Office / Fonction

Names of Corporations / Dénomination sociale des sociétés		
By / Par		
Signature/Signature		
Signature/Signature		

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By / Par		
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Novicius Acquisition Corp.

Names of Corporations / Dénomination sociale des sociétés		
<b>By / Par</b>	<u>James Cassina</u>	<u>Secretary</u>
<b>Signature/Signature</b>	Print name of signatory / Nom du signataire en lettres moulées	Description of Office / Fonction

Grown Rogue Canada Inc.

Names of Corporations / Dénomination sociale des sociétés		
<b>By / Par</b>	<u>Michael Johnston</u>	<u>Treasurer</u>
<b>Signature/Signature</b>	Print name of signatory / Nom du signataire en lettres moulées	Description of Office / Fonction

Names of Corporations / Dénomination sociale des sociétés		
<b>By / Par</b>		
<b>Signature/Signature</b>	Print name of signatory / Nom du signataire en lettres moulées	Description of Office / Fonction

Names of Corporations / Dénomination sociale des sociétés		
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Names of Corporations / Dénomination sociale des sociétés		
<b>By / Par</b>		
<b>Signature/Signature</b>	Print name of signatory / Nom du signataire en lettres moulées	Description of Office / Fonction

**STATEMENT OF DIRECTOR OR OFFICER  
PURSUANT TO  
SUBSECTION 178(2) OF THE BUSINESS CORPORATIONS ACT**

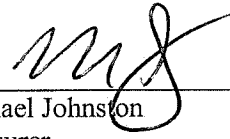
I, Michael Johnston, as the duly appointed Treasurer of Grown Rogue Canada Inc. (the "**Corporation**"), hereby state, on behalf of the Corporation and not in my personal capacity, as follows:

1. I am an officer of the Corporation, an amalgamating corporation and I have personal knowledge of its affairs.
2. I have conducted such examinations of the books and records of each amalgamating corporation as are necessary to enable me to make the statements hereinafter set forth.
3. I am satisfied that there are reasonable grounds for believing that on the effective date of the amalgamation:
  - (a) each amalgamating corporation is and the amalgamated corporation will be able to pay its liabilities as they become due, and
  - (b) the realizable value of the amalgamated corporation's assets will not be less than the aggregate of its liabilities and stated capital of all classes.
4. I am satisfied that there are reasonable grounds for believing that on the effective date of the amalgamation, no creditor will be prejudiced by the amalgamation or that adequate notice has been given to all known creditors of the amalgamating corporation and no creditor objects to the amalgamation otherwise than on grounds that are frivolous or vexatious.

*[Signature page follows.]*



DATED this 15<sup>th</sup> day of November, 2018.



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Michael Johnston  
Treasurer


**STATEMENT OF DIRECTOR OR OFFICER  
PURSUANT TO  
SUBSECTION 178(2) OF THE BUSINESS CORPORATIONS ACT**

I, James Cassina, as the duly appointed Secretary of Novicius Acquisition Corp. (the "**Corporation**"), hereby state, on behalf of the Corporation and not in my personal capacity, as follows:

1. I am a director and officer of the Corporation, an amalgamating corporation and I have personal knowledge of its affairs.
2. I have conducted such examinations of the books and records of each amalgamating corporation as are necessary to enable me to make the statements hereinafter set forth.
3. I am satisfied that there are reasonable grounds for believing that on the effective date of the amalgamation:
  - (a) each amalgamating corporation is and the amalgamated corporation will be able to pay its liabilities as they become due, and
  - (b) the realizable value of the amalgamated corporation's assets will not be less than the aggregate of its liabilities and stated capital of all classes.
4. I am satisfied that there are reasonable grounds for believing that on the effective date of the amalgamation, no creditor will be prejudiced by the amalgamation or that adequate notice has been given to all known creditors of the amalgamating corporation and no creditor objects to the amalgamation otherwise than on grounds that are frivolous or vexatious.

*[Signature page follows.]*

**DATED** this 15<sup>th</sup> day of November, 2018.

  
\_\_\_\_\_  
James Cassina  
Secretary

## THREE-CORNERED AMALGAMATION AGREEMENT

THIS AMALGAMATION AGREEMENT made as of the 15<sup>th</sup> day of November, 2018

BETWEEN:

**GROWN ROGUE INTERNATIONAL INC.**

(hereinafter called "Novicius")

- and -

**GROWN ROGUE CANADA INC.**

(hereinafter called "Grown Rogue Canada")

- and -

**NOVICIUS ACQUISITION CORP.**

(hereinafter called "Novicius Subco")

WHEREAS Grown Rogue Canada and Novicius Subco wish to amalgamate pursuant to Section 176 of the Act upon the terms and conditions hereinafter described and for such purpose Novicius has agreed to issue Novicius Common Shares as hereinafter provided.

NOW THEREFORE for good and valuable consideration the parties agree as follows:

**.1 In this Agreement:**

- (a) "Act" means the *Business Corporations Act* (Ontario);
- (b) "Agency Agreement" means the amended and restated agency agreement dated July 5, 2018, as amended on August 14, 2018, between Novicius, Grown Rogue Canada, GRU and the Agents with respect to the Private Placement;
- (c) "Agents" means M Partners Inc. and PI Financial Corp.;
- (d) "Agreement" means this Amalgamation Agreement;
- (e) "Amalco" means the continuing corporation constituted upon the Amalgamation becoming effective;
- (f) "Amalco Common Shares" means the common shares in the capital of Amalco;
- (g) "Amalgamating Corporations" means Grown Rogue Canada and Novicius Subco;
- (h) "Amalgamation" means the amalgamation of the Amalgamating Corporations as contemplated in this Agreement;
- (i) "Articles of Amalgamation" means the articles of amalgamation entered into as a result of this Agreement;

- (j) "**Certificate of Amalgamation**" means the Certificate of Amalgamation to be issued pursuant to the Act giving effect to the Amalgamation;
- (k) "**Definitive Transaction Agreement**" means the definitive transaction agreement dated October 31, 2018 between Novicius, Grown Rogue Canada, Novicius Subco and Grown Rogue Unlimited, LLC.
- (l) "**Effective Date**" means the effective date of the Amalgamation as set forth in the Certificate of Amalgamation issued to Amalco;
- (m) "**Grown Rogue Canada Broker Warrants**" means the purchase warrants entitling the Agent to purchase Grown Rogue Canada Units as set out in the Agency Agreement;
- (n) "**Grown Rogue Canada Common Shares**" means the common shares in the capital of Grown Rogue Canada as the same are constituted on the date hereof;
- (o) "**Grown Rogue Canada Units**" means one Grown Rogue Canada Common Share and one Grown Rogue Canada Warrant;
- (p) "**Grown Rogue Canada Warrantholder**" means a holder of the Grown Rogue Canada Warrants;
- (q) "**Grown Rogue Canada Warrants**" means the common share purchase warrants of Grown Rogue Canada exercisable into one Grown Rogue Canada Common Share at an exercise price of \$0.55 per Grown Rogue Canada Common Share for 24 months;
- (r) "**Novicius Subco Class A Common Shares**" means the **Class A** common shares in the capital of Novicius Subco;
- (s) "**Novicius Subco Class B Common Shares**" means the **Class B** common shares in the capital of Novicius Subco;
- (t) "**Novicius Subco Minority Shareholders**" means the holders of Novicius Subco Class B Common Shares;
- (u) "**Novicius SubCo Warrantholder**" means a holder of the Novicius Subco Warrants;
- (v) "**Novicius Subco Warrants**" means the common share purchase warrants of Novicius Subco exercisable into one Novicius Subco Class B Common Share at an exercise price of \$0.55 per Novicius Subco Common Share for 24 months after the Closing Date;
- (w) "**Private Placement**" means the brokered private placement of subscription receipts issued by Grown Rogue Canada at a price of \$0.44 per subscription receipt for aggregate gross proceeds of up to \$6,000,000;
- (x) "**Resulting Issuer Broker Warrants**" means the purchase warrants entitling the Agent to purchase Resulting Issuer Units as set out in the Agency Agreement;

- (y) **"Resulting Issuer Shares"** means the post-consolidated common shares in the capital of Novicius as the same are constituted on the Effective Date immediately prior to the Amalgamation;
- (z) **"Resulting Issuer Units"** means one Resulting Issuer Share and one Resulting Issuer Warrant;
- (aa) **"Resulting Issuer Warrants"** means the common share purchase warrants of the Resulting Issuer each exercisable into one Resulting Issuer Share at an exercise price of \$0.55 per Resulting Issuer Share for 24 months;

## **.2 Amalgamation**

Subject to shareholder approval by each of the Amalgamating Corporations and subject to Section .5 hereof, the Amalgamating Corporations hereby agree to amalgamate pursuant to the provisions of the Act and to continue as one corporation on the terms and conditions herein set forth.

## **.3 On the Effective Date:**

- (a) The Amalgamating Corporations are amalgamated and continue as Amalco under the terms and conditions prescribed in this Agreement;
- (b) All liabilities and amounts receivable owed by each Amalgamating Corporation to each other, and any related security, will be cancelled;
- (c) Subject to Subsection .3(b), Amalco will possess all the property, rights, assets, privileges and franchises and will be subject to all of the contracts, liabilities, debts and obligations of each of the Amalgamating Corporations;
- (d) Subject to Subsection .3(b), all rights of creditors against the properties, rights, assets, privileges and franchises of each Amalgamating Corporation and all liens upon their respective properties, rights, assets, privileges and franchises, will be unimpaired by the Amalgamation and all debts, contracts, liabilities and duties of each Amalgamating Corporation will, from and after the date upon which the Amalgamation becomes effective, attach to Amalco and may be enforced against it; and
- (e) No action or proceeding by or against any of the Amalgamating Corporations will abate or be affected by the Amalgamation, and any conviction against, or ruling under, a judgment in favour of or against, an Amalgamating Corporation may be enforced by or against Amalco.

## **.4 Amalgamated Corporations**

- (a) The proposed name of Amalco will be "Grown Rogue Canada Corp.";
- (b) There will be no restrictions on the business that Amalco may carry on or on the powers it may exercise;
- (c) The head office of Amalco will be located at 340 Richmond Street West, Toronto, Ontario M5V 1X2;

- (d) The capital of Amalco will be an unlimited number of common shares;
- (e) No securities of Amalco, other than non-convertible debt securities, will be transferred without either:
  - (i) the consent of the directors of Amalco expressed by a resolution passed by the board of directors or by an instrument or instruments in writing signed by a majority of the directors; or
  - (ii) the consent of the holders of a majority of the voting shares of Amalco for the time being outstanding expressed by a resolution passed by the shareholders or by an instrument or instruments in writing signed by the holders of a majority of those voting shares of Amalco;
- (f) The board of directors of Amalco will, until otherwise changed in accordance with the Act, consist of not less than one (1) and not more than ten (10) directors;
- (g) The first directors of Amalco will be the persons whose names, addresses and occupations appear below, 50% of whom are resident Canadians:

<u>Full Name</u>	<u>Residential Address</u>	<u>Resident Canadian</u>
Obie Strickler	340 Richmond St. West Toronto, Ontario, M5V 1X2	No
Michael Johnston	340 Richmond St. West Toronto, Ontario, M5V 1X2	Yes

Such directors will hold office until the first annual meeting of Amalco or until their successors are duly elected or appointed; and

- (h) The by-laws of Amalco until repealed, amended or altered will be the by-laws of Grown Rogue Canada.

## **.5 Issuance of Resulting Issuer Shares Upon Amalgamation**

On the Effective Date:

- (a) each shareholder of Grown Rogue Canada will receive, instead of Amalco Common Shares, one fully paid and non-assessable Resulting Issuer Share in exchange for each issued and outstanding Grown Rogue Canada Common Share held by such shareholder and the Grown Rogue Canada Common Shares thus exchanged will be cancelled without reimbursement of the capital represented by such shares;
- (b) each Grown Rogue Canada Warrantholder will receive, instead of warrants in Amalco, one Resulting Issuer Warrant in exchange for each Grown Rogue Canada Warrant held by such warrantholder, and the Grown Rogue Canada Warrants exchanged thereby will be cancelled;
- (c) the Agent will receive, instead of broker warrants in Amalco, one Resulting Issuer Broker Warrant in exchange for each Grown Rogue Canada Broker Warrant held

by the Agent, and the Grown Rogue Canada Broker Warrants exchanged thereby will be cancelled;

- (d) each Novicius Subco Minority Shareholder will receive, instead of Amalco Common Shares, one Resulting Issuer Share in exchange for each issued and outstanding Novicius Subco Class B Common Share held by such shareholder, and the Novicius Subco Class B Common Shares exchanged thereby will be cancelled without reimbursement of the capital represented by such shares;
- (e) each Novicius Subco Warrantholder will receive, instead of warrants in Amalco, one Resulting Issuer Warrant in exchange for each Novicius Subco Warrant held by such warrantholder, and the Novicius Subco Warrants exchanged thereby will be cancelled;
- (f) in consideration of the issue by Novicius of the Resulting Issuer Shares, Resulting Issuer Warrants and Resulting Issuer Broker Warrants pursuant to Subsections .5(a), .5(b), .5(c), 5(d), and 5(e), Amalco will issue to Novicius one fully paid Amalco Common Share for each Resulting Issuer Share so issued; and
- (g) the Resulting Issuer will receive one Amalco Common Share in exchange for each Novicius Subco Class A Common Share held by Novicius and the Novicius Subco Class A Common Shares exchanged thereby will be cancelled without reimbursement of the capital represented by such shares.

#### **.6 Modification or Termination of Amalgamation**

The Amalgamating Corporations may, by resolution of their respective boards of directors, assent to any modification of this Agreement that the Director under the Act may require and this Agreement will be deemed to include such modification.

This Agreement may, prior to the issuance of a Certificate of Amalgamation, be terminated by either of the Amalgamating Corporations by resolution of their respective board of directors and the approval of the shareholders of the Amalgamating Corporations on the terms and conditions hereof.

#### **.7 Articles of Amalgamation**

Upon each of the Amalgamating Corporations approving this Agreement in accordance with the Act, the Amalgamating Corporations will execute and deliver to the Director under the Act, the Articles of Amalgamation, in duplicate, and apply for a Certificate of Amalgamation for the purpose of bringing this Amalgamation into effect.

#### **.8 Covenants of Grown Rogue Canada**

Grown Rogue Canada covenants and agrees with Novicius and Novicius Subco that it will:

- (a) use its reasonable commercial efforts to cause each of the conditions precedent set forth in Section .15 to be complied with; and
- (b) subject to the written consent of all the shareholders of Novicius Subco being obtained for the completion of the Amalgamation, thereafter jointly with Novicius and Novicius Subco file with the Director under the Act the Articles of



Amalgamation and such other documents as may be required to give effect to the Amalgamation upon and subject to the terms and conditions of this Agreement.

#### **.9 Covenants of Novicius**

Novicius covenants and agrees with Grown Rogue Canada and Novicius Subco that it will:

- (a) jointly with Grown Rogue Canada and Novicius Subco file with the Director under the Act the Articles of Amalgamation and such other documents as may be required to give effect to the Amalgamation upon and subject to the terms and conditions of this Agreement;
- (b) use its reasonable commercial efforts to cause each of the conditions precedent set forth in Section .15 hereof to be complied with; and
- (c) issue that number of Resulting Issuer Shares, Resulting Issuer Warrants and Resulting Issuer Broker Warrants as required by Section .5 hereof.

#### **.10 Covenants of Novicius Subco**

Novicius Subco covenants and agrees with Novicius and Grown Rogue Canada that it will not, from the date of execution hereof to the Effective Date, except with the prior written consent of Novicius and Grown Rogue Canada, conduct any business which would prevent Novicius or Grown Rogue Canada from performing any of their respective obligations hereunder.

#### **.11 Further Covenants of Novicius Subco**

Novicius Subco further covenants and agrees with Novicius and Grown Rogue Canada that it will:

- (a) use its reasonable commercial efforts to cause each of the conditions precedent set forth in Section .15 hereof to be complied with; and
- (b) jointly with Grown Rogue Canada and Novicius file the Articles of Amalgamation and such other documents as may be required to give effect to the Amalgamation upon and subject to the terms and conditions of this Agreement;

#### **.12 Representation and Warranty of Novicius**

Novicius represents and warrants to and in favour of Grown Rogue Canada and Novicius Subco (and acknowledges that Grown Rogue Canada and Novicius Subco are relying upon such representation and warranty) that Novicius is duly authorized to execute and deliver this Agreement and this Agreement is a valid and binding agreement, enforceable against Novicius in accordance with its terms.

#### **.13 Representation and Warranty of Grown Rogue Canada**

Grown Rogue Canada represents and warrants to and in favour of Novicius and Novicius Subco (and acknowledges that Novicius and Novicius Subco are relying upon such representation and warranty) that Grown Rogue Canada is duly authorized to execute and deliver this Agreement

and this Agreement is a valid and binding agreement, enforceable against Grown Rogue Canada in accordance with its terms.

#### **.14 Representation and Warranty of Novicius Subco**

Novicius Subco represents and warrants to and in favour of Novicius and Grown Rogue Canada (and acknowledges that Novicius and Grown Rogue Canada are relying upon such representation and warranty) that Novicius Subco is duly authorized to execute and deliver this Agreement and this Agreement is a valid and binding agreement, enforceable against Novicius Subco in accordance with its terms.

#### **.15 Conditions Precedent**

The respective obligations of the parties hereto to consummate the transactions contemplated hereby, and in particular the Amalgamation, are subject to the satisfaction, on or before the Effective Date, of the following conditions, any of which may be waived (subject to applicable law) by the consent of each of the parties without prejudice to their rights to rely on any other or others of such conditions:

- (a) this Agreement and the transactions contemplated hereby, including, in particular, the Amalgamation, shall be approved by all the shareholders of Novicius Subco;
- (b) this Agreement and the transactions contemplated hereby, including, in particular, the Amalgamation, shall be approved by the shareholders of Grown Rogue Canada;
- (c) the conditions set out in the Definitive Transaction Agreement have been satisfied; and
- (d) there shall not be in force any order or decree restraining or enjoining the consummation of the transactions contemplated by this Agreement including, without limitation, the Amalgamation.

#### **.16 Governing Law**

This Agreement is governed by, and is to be construed and interpreted in accordance with, the laws of the Province of Ontario and the laws of Canada applicable therein.

#### **.17 Amendment and Waiver**

No supplement, modification, amendment, waiver, discharge or termination of this Agreement is binding unless the party to be bound executes it in writing. No waiver of, failure to exercise or delay in exercising, any provision of this Agreement constitutes a waiver of any other provision (whether or not similar) nor does such waiver constitute a continuing waiver unless otherwise expressly provided.

#### **.18 Counterparts**

This Agreement may be executed and delivered by the parties in one or more counterparts, each of which when so executed and delivered will be an original, and those counterparts will together constitute one and the same instrument.

**.19 Delivery**

Delivery of this Agreement by facsimile transmission or functionally equivalent electronic means constitutes valid and effective delivery.


**.20 Further Assurances**

Each party will execute and deliver any further agreements and documents and provide any further assurances as may be reasonably required by the other party to give effect to this Agreement and, without limiting the generality of the foregoing, will do or cause to be done all acts and things, execute and deliver or cause to be executed and delivered all agreements and documents and provide all assurances, undertakings and information as may be required from time to time by all regulatory or governmental bodies or stock exchanges having jurisdiction over the affairs of a party or as may be required from time to time under applicable securities legislation.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF this Amalgamation Agreement has been executed by the parties hereto.


**GROWN ROGUE INTERNATIONAL INC.**

Per:   
Name: Title:

**GROWN ROGUE CANADA INC.**

Per: \_\_\_\_\_  
Name:  
Title:

**NOVICIUS ACQUISITION CORP.**


Per:   
Name:  
Title:

IN WITNESS WHEREOF this Amalgamation Agreement has been executed by the parties hereto.

**GROWN ROGUE INTERNATIONAL INC.**

Per: \_\_\_\_\_  
Name: Title:

**GROWN ROGUE CANADA INC.**

Per:  \_\_\_\_\_  
Name:  
Title:

**NOVICIUS ACQUISITION CORP.**

Per: \_\_\_\_\_  
Name:  
Title: