

ISSUANCE, CONTRIBUTION, AND EXCHANGE AGREEMENT

THIS ISSUANCE, CONTRIBUTION, AND EXCHANGE AGREEMENT (this “**Agreement**”), dated as of October 16th, 2023 (the “**Effective Date**”), is entered into by and among MENTORHEAD INCORPORATED, a Delaware corporation, dba Limmi (“**Limmi**”), on the one hand, and VINERGY ACQUISITION CORP., a Delaware corporation (“**VAC**”), and VINERGY CAPITAL INC., a corporation existing under the laws of British Columbia, Canada (“**Pubco**”), on the other hand.

Recitals

A. Limmi and Vinergy Licensing Corp., a Delaware corporation and a wholly owned subsidiary of Pubco (“**Vsub**”), entered into an Intellectual Property License Agreement and Option to Purchase of even date herewith (the “**License Agreement**”), pursuant to which Limmi agreed to grant Vsub a non-exclusive right to license certain intellectual property of Limmi in exchange for an aggregate of 350 shares of VAC common stock, no par value (the “**VAC Shares**”) issued to Limmi. VAC and Vsub are both wholly owned subsidiaries of Pubco and each of VAC and Pubco acknowledge that (i) it is benefitting and receiving consideration from Limmi entering into the License Agreement with Vsub and (ii) Limmi would not have entered into the License Agreement but for VAC and Pubco entering into this Agreement. Capitalized terms used, but not otherwise defined, herein shall have the meanings set forth in the License Agreement;

B. From and after the date that is fourteen (14) months after the Effective Date hereof, upon the occurrence of certain milestones or events as described herein, Limmi may elect to contribute all or a portion of the VAC Shares held by Limmi to Pubco as a contribution to the capital of Pubco in exchange for newly authorized Class A common shares of Pubco (the “**Class A Shares**”) and, following such election, Pubco shall accept such contribution from Limmi, upon the terms and subject to the conditions of this Agreement; and

C. Once authorized, the Class A Shares shall have the same attributes as the common shares in the capital of Pubco (the “**Listed Shares**”) that are currently listed for trading on the Canadian Securities Exchange (the “**CSE**”), except that the Class A Shares shall not carry the right to vote and shall be convertible into Listed Shares on a one for one basis, subject to the conversion limitations contained in this Agreement and the terms and provisions set forth in Exhibit A hereto (for purposes of clarity, the “Listed Shares” are referred to as the “Common Shares” in Exhibit A).

NOW, THEREFORE, in consideration of the foregoing premises and the respective representations, warranties, covenants and agreements contained herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **Issuance of VAC Shares/Authorization of Class A Shares.** In accordance with Section 2.10 of the License Agreement, on the Effective Date hereof, VAC shall issue and deliver to Limmi one or more stock certificates in the form attached hereto as Exhibit B evidencing the VAC Shares. Pubco shall use best efforts to, within 90 days of the Effective Date, obtain the requisite shareholder approval necessary to authorize the creation and issuance of a sufficient number of Class A Shares as contemplated under this Agreement and in compliance with the requirements of the CSE (the “**Class A Share Authorization**”).

2. **Contribution of the VAC Shares.** Commencing on the date which is fourteen (14) months after the Effective Date hereof and subject to the Class A Share Authorization, for each one (1) VAC Share contributed by a Limmi to Pubco, Limmi shall have the right to receive from Pubco one hundred thousand (100,000) Class A Shares, as adjusted for stock splits, stock combinations, recapitalizations and similar events, upon the following conditions:

(a) **Contribution after Equity Raise.** In connection with common equity raises by Pubco, Limmi may, at its option, contribute to Pubco a Pro Rata Share of their VAC Shares, up to a maximum of 100.

For purposes of this Section 2(a), “**Pro Rata Share**” means an amount equal to (A) the quotient of (i) the net proceeds of all common equity raise by Pubco, commencing with Pubco’s initial equity raise announced on September 16, 2023 and which closed on October 3, 2023 (the “**Initial Raise**”), divided by (ii) 2,800,000, (B) multiplied by 100. If, prior to Pubco raising C\$2,800,000 or more in the aggregate from common equity raises, the Gross Profit Milestone (as defined below) is met, then, notwithstanding the fact that Pubco has not raised C\$2,800,000 in common equity raises at such time, Limmi shall be entitled to contribute to Pubco up to 100 VAC Shares, with the understanding that the maximum number of VAC Shares Limmi shall be entitled to contribute pursuant to this Section 2(a) is 100. Pubco represents that the net proceeds raised from the Initial Raise was C\$1,107,000.

(b) Contribution after Quarterly Gross Profits Threshold Met. Provided that Pubco has reported gross profits (as set forth in Pubco’s published financial statements) of at least C\$1,250,000.00 in any quarter (the “**Gross Profit Milestone**”), Limmi may, at its option, contribute to Pubco up to an aggregate of fifty (50) VAC Shares.

(c) Contribution after IP Assignment Closing. Provided that the IP Assignment Closing has been consummated in accordance with the License Agreement, then Limmi may, at its option, contribute to Pubco up to an aggregate of two hundred (200) VAC Shares.

If Limmi wishes to contribute VAC Shares in accordance with this Section 2, Limmi shall notify Pubco in writing of such election, whereupon Pubco shall accept such contribution of VAC Shares (the “**Contribution**”).

3. Mandatory Contributions. Pubco may, in its discretion, require that a Contribution of all or a portion of the VAC Shares held by Limmi be made: (i) if Limmi holds VAC Shares on or following the date that is ten (10) years after the Effective Date (the “**Outside Date**”); (ii) upon the occurrence of a Change of Control Event (as defined below). If Pubco elects to force a Contribution of VAC Shares in accordance with this Section 3, it shall notify Limmi in writing of such election (a “**Call Notice**”); provided, however, if Pubco elects to force a Contribution of VAC Shares due to a Change in Control Event, then Pubco shall provide the Call Notice such that Limmi may contribute its VAC Shares and convert the resulting Class A Shares to Listed Shares prior to the Change in Control Event. If VAC contemplates a Triggering Event, it shall promptly notify Limmi and, in all cases, notify Limmi prior to the triggering event. Limmi may, at its option, elect to contribute all or a portion of the VAC Shares held by Limmi to Pubco prior to or upon the occurrence of a Triggering Event. For purposes of this Section 3, a “**Triggering Event**” means with respect to VAC:

- (a) Its bankruptcy, assignment for the benefit of creditors, or insolvency;
- (b) The appointment of a receiver to handle its affairs;
- (c) Its voluntary dissolution or the filing of an action for its judicial dissolution; or
- (d) Its merger or conversion;
- (e) The sale by Pubco of all or substantially all its shares in VAC or loss of voting control in VAC.

4. Procedure for Contributions. Each Contribution shall occur within three (3) business days following the provision of the notice of the election by either Limmi or Pubco, as applicable, in accordance with the terms hereof (the “**Contribution Date**”). Upon a Contribution, Pubco shall be required to promptly issue (but in no event later than 7 days after such Contribution) 100,000 Class A Shares for each one (1) VAC Share Contributed, as adjusted for stock splits, stock combinations, recapitalizations and similar events. No

fractional Class A Shares will be issued in connection with a Contribution and all issuances of Class A Shares will be rounded up to the nearest whole share.

5. Investment Representations. Limmi makes the following representations, warranties, acknowledgments and agreements to Pubco as a material inducement to Pubco's consummation of the transactions contemplated hereby as of the date of this Agreement:

(a) Limmi is the legal and beneficial owner of the VAC Shares, free and clear of any liens, and upon the delivery of such VAC Shares, Pubco shall acquire good and valid title to the VAC Shares, free and clear of all liens (other than restrictions on transfer under applicable federal and state securities laws and liens or encumbrances created by or imposed by Pubco). Other than as a result of the transactions contemplated by this Agreement and except as set forth in the articles and constating documents of Pubco, Limmi does not directly or indirectly own or have any right to acquire any units, membership interests, equity securities, options, warrants, convertible or exchangeable securities, subscriptions, rights (including any preemptive rights), calls or commitments of any character whatsoever relating to the equity securities of, or other equity, ownership or voting interest in, Pubco.

(b) Limmi acknowledges that the creation of the Class A Shares is subject to receipt by Pubco of the Pubco Shareholders Approval and the satisfaction of the requirements of the CSE at contemplated under Section 1 of this Agreement.

(c) On the Effective Date, Limmi is not under any binding obligation or other commitment, arrangement or understanding to sell, transfer or otherwise dispose of any portion of the Class A Shares to any other person, nor does Limmi have any current plan, intention or agreement to sell, transfer or otherwise dispose of any portion of the Class A Shares to any other person.

(d) Limmi is acquiring the Class A Shares for investment for its, his or her own account, not as a nominee or agent, and not with the view to, or for resale in connection with, any distribution thereof. Limmi understands that the Class A Shares have not been, and will not be, registered under the *Securities Act* of 1933, as amended, by reason of a specific exemption from the registration provisions of the *Securities Act*, the availability of which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of Limmi's representations as expressed herein. Limmi is an "accredited investor" as such term is defined in Rule 501(a) of Regulation D under the *Securities Act* of 1933, and Limmi shall properly complete and duly execute a representation letter indicating the means by which Limmi is an accredited investor.

(e) Limmi acknowledges and agrees as follows:

(i) the issuance of the Class A Shares and the Listed Shares issued upon conversion thereof will be made pursuant to appropriate exemptions of National Instrument NI 45-106 (the "**Exemptions**") from any applicable registration and prospectus (or equivalent) requirements of the securities laws of Canada ("**Canadian Securities Laws**");

(ii) that the CSE, in addition to any restrictions on transfer imposed by Canadian Securities Laws, may require certain of the Class A Shares or the Listed Shares upon conversion thereof to be held in escrow in accordance with the policies of the CSE;

(iii) as a consequence of acquiring the Class A Shares or the Listed Shares upon conversion thereof, as applicable, pursuant to the Exemptions:

(a) Limmi will be restricted from using certain of the civil remedies available under Canadian Securities Laws;

(b) Limmi may not receive information that might otherwise be required to be provided to Limmi, and Pubco is relieved from certain obligations that would otherwise apply under Canadian Securities Laws if the Exemptions were not being relied upon by Pubco;

(c) no securities commission, stock exchange or similar regulatory authority has reviewed or passed on the merits of an investment in the Class A Shares or the Listed Shares upon conversion thereof;

(d) there is no government or other insurance covering the Class A Shares or the Listed Shares upon conversion thereof; and

(e) an investment in the Class A Shares or the Listed Shares upon conversion thereof is speculative and of high risk;

(iv) The certificates representing the Class A Shares or the Listed Shares upon conversion thereof will bear such legends as required by Canadian Securities Laws and it is the responsibility of Limmi to find out what those restrictions are and to comply with them before selling or transferring the Class A Shares or the Listed Shares upon conversion thereof, subject to the terms and conditions hereof; and

(v) Limmi is knowledgeable of, or has been independently advised as to, the applicable laws of that jurisdiction which apply to the issuance of the Class A Shares or the Listed Shares upon conversion thereof and which may impose restrictions on the resale of such the Class A Shares or the Listed Shares upon conversion thereof in that jurisdiction and it is the responsibility of Limmi to find out what those resale restrictions are, and to comply with them before selling or transferring the Class A Shares or the Listed Shares upon conversion thereof, subject to the terms and conditions hereof.

(f) Limmi further acknowledges and agrees that the ability to dispose of the Class A Shares may be subject to certain restrictions contained in the articles and other constating documents of Pubco, provided, however, no such restrictions shall amend or supersede the rights granted to Limmi under this Agreement. Limmi recognizes that there will not be any public trading market for the Class A Shares and, as a result, Limmi may be unable to sell or dispose of the Class A Shares. Limmi further acknowledges and agrees that Pubco shall have no obligation to register the Class A Shares or listing them for trading.

(g) Limmi has had the opportunity to consult his, her or its own tax advisors with respect to the tax consequences to him, her or it of the transfer, receipt and ownership of the Class A Shares, including the tax consequences under the tax laws of any state, local, U.S. federal or non-U.S. jurisdiction and the possible effects of changes in such tax laws. Limmi acknowledges that none of Pubco or its subsidiaries or affiliates or any of their successors, beneficiaries, and assigns or their past and present directors, managers, shareholders, members, partners, officers, employees, and agents (including, without limitation, their attorneys) makes or has made any representations or warranties to Limmi regarding the tax consequences to Limmi of the transfer, receipt or ownership of the VAC Shares or the Class A Shares, including the tax consequences under the tax laws of any state, local, U.S. federal or non-U.S. jurisdiction and the possible effects of changes in such tax laws. Nothing in this Section 5(e) shall limit the liability of the parties hereto in connection with any breach of the provisions of this Agreement.

(h) Limmi is aware that the Class A Shares will not be listed or quoted on any exchange or market and on any other exchange, and Limmi acknowledges and agrees that Pubco has no obligation to list the Class A Shares on any exchange or market.

(i) Limmi acknowledges that: (i) Pubco has made available information concerning Pubco sufficient for Limmi to make an informed decision regarding an investment in Pubco and an opportunity to ask questions and receive answers concerning the Class A Shares; and (ii) Pubco has made available the opportunity to obtain any additional information that Pubco possesses or can acquire without unreasonable

effort or expense deemed necessary by Limmi to verify the accuracy of the information provided, and Limmi has received all such additional information requested.

6. Representations and Warranties Regarding VAC. Pubco and VAC, jointly and severally, represent and warrant to Limmi that the statements set forth in this Section 6 are true and correct as of the Effective Date:

(a) Organization, Qualification and Authority of VAC. VAC is a corporation duly organized, validly existing, and in good standing under the Laws of the state of Delaware and has full corporate power and authority to: (i) enter into this Agreement, to carry out its obligations hereunder and thereunder, and to consummate the transactions contemplated hereby; and (ii) own, operate, or lease the properties and assets now owned, operated, or leased by it and to carry on its business as it has been and is currently conducted. VAC 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 as currently conducted makes such licensing or qualification necessary. The execution and delivery by VAC of this Agreement, the VAC Share Certificate, the performance by VAC of its obligations hereunder and thereunder, and the consummation by VAC of the transactions contemplated hereby and thereby have been duly authorized by all requisite corporate action on the part of VAC. This Agreement has been duly executed and delivered by VAC, and (assuming due authorization, execution, and delivery by Limmi and Pubco) this Agreement constitutes a legal, valid, and binding obligation of VAC enforceable against VAC in accordance with its terms.

(b) Capitalization. The authorized capital stock of VAC consists of 1,000 shares of common stock. All of the VAC Shares have been duly authorized, are validly issued, fully paid and non-assessable, and are free and clear of all liens, pledges, security interests, charges, claims, or other similar encumbrance (“**Encumbrance**”). There are no outstanding or authorized options, warrants, convertible securities or other rights, agreements, arrangements or commitments of any character relating to the capital stock of VAC. There are no voting trusts, stockholder agreements, proxies or other agreements or understandings in effect with respect to the voting or transfer of any of the VAC Shares. Immediately prior to the Effective Date, all of the issued and outstanding VAC Shares are owned by Pubco.

(c) No Subsidiaries. VAC does not, directly or indirectly, own, control, or have any interest in any shares or other ownership interest in any other individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association or other entity (“**Person**”).

(d) No Conflicts; Consents. The execution, delivery and performance by VAC of this Agreement, and the consummation of the transactions contemplated hereby, do not and will not: (i) result in a violation or breach of any provision of the charter or by-laws of VAC; (ii) result in a violation or breach of any provision of any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any Governmental Authority (“**Law**”) or any order, writ, judgment, injunction, decree, stipulation, determination, or award entered by or with any Governmental Authority (“**Governmental Order**”) applicable to VAC; or (iii) require the consent, notice or other action by any Person under, conflict with, result in a violation or breach of, constitute a default under or result in the acceleration of any material agreement in place between VAC and any other Person. For purposes of this Agreement, “**Governmental Authority**” means any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of Law), or any arbitrator, court or tribunal of competent jurisdiction.

(e) Taxes.

(i) VAC has timely filed all Tax Returns that it was required to file. All such Tax Returns were complete and correct in all respects. All Taxes due and owing by VAC (whether or not shown on any Tax Return) have been timely paid. For purposes of this Agreement, (A) “**Tax Return**” means any return, declaration, report, claim for refund, information return or statement, or other document relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof; and (B) **Taxes**” means all federal, state, local, foreign and other income, gross receipts, sales, use, production, ad valorem, transfer, franchise, registration, profits, license, lease, service, service use, withholding, payroll, employment, unemployment, estimated, excise, severance, environmental, stamp, occupation, premium, property (real or personal), real property gains, windfall profits, customs, duties or other taxes, fees, assessments, or charges of any kind whatsoever, together with any interest, additions, or penalties with respect thereto and any interest in respect of such additions or penalties.

(ii) VAC has withheld and paid each Tax required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, customer, shareholder, or other party, and complied with all information reporting and backup withholding provisions of applicable Law.

(iii) No extensions or waivers of statutes of limitations have been given or requested with respect to any Taxes of VAC.

(iv) All deficiencies asserted, or assessments made, against VAC as a result of any examinations by any taxing authority have been fully paid.

(v) VAC is not a party to any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, civil, criminal, administrative, regulatory, or otherwise, whether at law or in equity (“**Action**”) by any taxing authority. There are no pending or threatened Actions by any taxing authority.

(vi) VAC has not been a member of an affiliated, combined, consolidated, or unitary Tax group for Tax purposes. VAC has no liabilities, obligations, or commitments of any nature whatsoever, asserted or unasserted, known or unknown, absolute or contingent, accrued or unaccrued, matured or unmatured, or otherwise for Taxes of any Person (other than VAC) under Treasury Regulations Section 1.1502-6 (or any corresponding provision of state, local, or foreign Law), as transferee or successor, by contract or otherwise.

(f) Legal Proceedings; Governmental Orders. There are no Actions pending or, to the actual or constructive knowledge of any director or officer of Pubco or VAC (respectively, “**Knowledge of Pubco**” and “**Knowledge of VAC**”), after due inquiry, threatened against or by VAC affecting any of its properties or assets (or by or against VAC or any Affiliate thereof and relating to VAC). No event has occurred or circumstances exist that may give rise to, or serve as a basis for, any such Action. There are no outstanding Governmental Orders and no unsatisfied judgments, penalties, or awards against or affecting VAC or any of its properties or assets. No event has occurred or circumstances exist that may constitute or result in (with or without notice or lapse of time) a violation of any such Governmental Order. “**Affiliate**” of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

(g) Foreign Corrupt Practices Act. Neither VAC nor, to the Knowledge of Pubco or the Knowledge of VAC, any other Person associated with or acting on behalf of VAC, including, without limitation, any director, officer, agent, employee, or Affiliate of VAC has (i) used any corporate funds for any

unlawful contribution, gift, entertainment, or other unlawful expense relating to political activity or to influence official action; (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds; (iii) made any bribe, rebate, payoff, influence payment, kickback, or other unlawful payment; or (iv) violated or is in violation of any provision of the U.S. Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder; and VAC has instituted and maintains policies and procedures designed to ensure compliance therewith.

(h) Compliance With Laws. VAC has complied, and is now complying, with all Laws applicable to it or its business, properties, or assets.

7. Representations and Warranties of Pubco. Pubco represents and warrants to Limmi that the statements set forth in this Section 7 are true and correct as of the Effective Date:

(a) Organization, Qualification and Authority of Pubco. Pubco is a corporation duly organized, validly existing, and in good standing under the Laws of British Columbia, Canada, and has full corporate power and authority to: (i) enter into this Agreement, to carry out its obligations hereunder and thereunder, and to consummate the transactions contemplated hereby; and (ii) own, operate, or lease the properties and assets now owned, operated, or leased by it and to carry on its business as it has been and is currently conducted. Pubco 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 as currently conducted makes such licensing or qualification necessary. The execution and delivery by Pubco of this Agreement, and the performance by Pubco of its obligations hereunder and thereunder, and the consummation by Pubco of the transactions contemplated hereby and thereby have been duly authorized by all requisite corporate action on the part of Pubco. This Agreement has been duly executed and delivered by Pubco, and (assuming due authorization, execution, and delivery by Limmi and VAC) this Agreement constitutes a legal, valid, and binding obligation of Pubco enforceable against Pubco in accordance with its terms.

(b) Capitalization. As of the Effective Date, the authorized capital stock of Pubco consists of 116,015,668 Listed Shares, of which 100,874,668 shares are issued and outstanding. Subject to receipt of the Class A Share Authorization, Pubco shall, within 90 days of the Effective Date, authorize, and thereafter, reserve and keep available, free from all taxes, liens and charges with respect to the issue thereof and not subject to preemptive rights or other similar rights of shareholders of Pubco, such number of Class A Shares as shall from time to time be sufficient to effect in full the transactions contemplated by this Agreement. If at any time the number of authorized but unissued Class A Shares shall not be sufficient to effect in full the transactions contemplated by this Agreement, in addition to such other remedies as shall be available to Limmi, Pubco will promptly take such corporate action as may, in the opinion of its counsel, be necessary to increase the number of authorized but unissued Class A Shares to such number of shares as shall be sufficient for such purposes, including without limitation, using its best efforts to obtain the requisite shareholder approval necessary to increase the number of authorized Class A Shares. Pubco hereby represents and warrants that all Class A Shares issuable upon the Contributions contemplated hereby shall be duly authorized and, when issued and paid for upon exercise, shall be validly issued, fully paid and nonassessable.

(c) Subject to receipt of the Class A Share Authorization, all of the Class A Shares issued to Limmi are or will be duly authorized, are validly issued, fully paid and non-assessable, and are free and clear of all Encumbrances.

(i) Except as disclosed in the disclosure documents of Pubco filed under Pubco's profile on SEDAR+, (i) there are no outstanding or authorized options, warrants, convertible securities or other rights, agreements, arrangements or commitments of any character relating to the capital stock of Pubco; and (ii) there are no voting trusts, stockholder agreements, proxies or other agreements or understandings in effect with respect to the voting or transfer of any of Pubco Shares.

(d) No Subsidiaries. Other than VAC and Vsub, Pubco does not, directly or indirectly, own, control, or have any interest in any shares or other ownership interest in any other Person.

(e) No Conflicts; Consents. The execution, delivery and performance by Pubco of this Agreement, and the consummation of the transactions contemplated hereby, do not and will not: (i) result in a violation or breach of any provision of the charter or by-laws of Pubco; (ii) result in a violation or breach of any provision of any Law or Governmental Order applicable to Pubco; or (iii) require the consent, notice or other action by any Person under, conflict with, result in a violation or breach of, constitute a default under or result in the acceleration of any material agreement in place between Pubco and any other Person.

(f) Taxes.

(i) Pubco has timely filed all Tax Returns that it was required to file. All such Tax Returns were 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.

(ii) Pubco has withheld and paid each Tax required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, customer, shareholder, or other party, and complied with all information reporting and backup withholding provisions of applicable Law.

(iii) No extensions or waivers of statutes of limitations have been given or requested with respect to any Taxes of Pubco.

(iv) All deficiencies asserted, or assessments made, against Pubco as a result of any examinations by any taxing authority have been fully paid.

(v) Pubco is not a party to any Action by any taxing authority. There are no pending or, to the Knowledge of Pubco, threatened Actions by any taxing authority.

(vi) VAC has not been a member of an affiliated, combined, consolidated, or unitary Tax group for Tax purposes. VAC has no liabilities, obligations, or commitments of any nature whatsoever, asserted or unasserted, known or unknown, absolute or contingent, accrued or unaccrued, matured or unmatured, or otherwise for Taxes of any Person (other than VAC) under Treasury Regulations Section 1.1502-6 (or any corresponding provision of state, local, or foreign Law), as transferee or successor, by contract or otherwise.

(g) Legal Proceedings; Governmental Orders. There are no Actions pending or, to the Knowledge of Pubco, threatened against or by Pubco affecting any of its properties or assets (or by or against Pubco or any Affiliate thereof and relating to Pubco). No event has occurred or circumstances exist that may give rise to, or serve as a basis for, any such Action. There are no outstanding Governmental Orders and no unsatisfied judgments, penalties, or awards against or affecting Pubco or any of its properties or assets. No event has occurred or circumstances exist that may constitute or result in (with or without notice or lapse of time) a violation of any such Governmental Order.

(h) Foreign Corrupt Practices Act. Neither Pubco nor, to the Knowledge of Pubco, any other Person associated with or acting on behalf of Pubco, including, without limitation, any director, officer, agent, employee, or Affiliate of Pubco has (i) used any corporate funds for any unlawful contribution, gift, entertainment, or other unlawful expense relating to political activity or to influence official action; (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds; (iii) made any bribe, rebate, payoff, influence payment, kickback, or other unlawful payment; or (iv) violated or is in violation of any provision of the U.S. Foreign Corrupt Practices Act of 1977, as

amended, and the rules and regulations thereunder; and Pubco has instituted and maintains policies and procedures designed to ensure compliance therewith.

8. Bring-Down Certificate. Prior to any Contribution being made hereunder, (a) Pubco will have received a certificate executed by Limmi in respect of which such Contribution is to be made, confirming the accuracy of its representations and warranties set out in Section 5 hereof as of the Effective Date and as of the Contribution Date; and (b) Limmi will have received a certificate executed by Pubco and VAC in respect of which such Contribution is to be made, confirming the accuracy of its representations and warranties set out in Sections 6 and 7 hereof as of the Effective Date and as of the Contribution Date (provided, however, the failure of Pubco and VAC to timely provide such certificate in connection with a Contribution shall not affect in any way Limmi's right to make such Contribution and, in such event, Pubco and VAC will be deemed to have confirmed the accuracy of their representations and warranties set forth in Sections 6 and 7 hereof as of the Effective Date and as of the Contribution Date).

9. Acknowledgements of Limmi. Limmi further acknowledges and agrees as follows:

(a) The certificates representing the Class A Shares or the Listed Shares issued upon conversion thereof, as applicable, (and any replacement certificate issued prior to the expiration of the applicable hold periods), or ownership statements issued under a direct registration system or other electronic book-based or book-entry system, will bear the following legends:

(i) a legend, only in respect of the Class A Shares, as follows:

“THE TRANSFER OF THE SHARES REPRESENTED BY THIS CERTIFICATE IS SUBJECT TO RESTRICTIONS PURSUANT TO AN AGREEMENT BETWEEN THE HOLDER AND THE ISSUER.”

(ii) a legend in accordance with applicable securities laws of the United States, if required:

“THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “U.S. SECURITIES ACT”) OR ANY STATE SECURITIES LAWS, AND MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY (A) TO THE ISSUER (B) OUTSIDE THE UNITED STATES IN COMPLIANCE WITH RULE 904 OF REGULATIONS UNDER THE U.S. SECURITIES ACT AND IN COMPLIANCE WITH LOCAL LAWS AND REGULATIONS, (C) PURSUANT TO A REGISTRATION STATEMENT THAT HAS BEEN DECLARED EFFECTIVE UNDER THE U.S. SECURITIES ACT AND IS AVAILABLE FOR RESALE OF THE SECURITIES, OR (D) IN COMPLIANCE WITH ANY OTHER EXEMPTION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT, INCLUDING RULE 144 OR RULE 144A THEREUNDER, IF AVAILABLE, AND, IN EACH CASE, IN COMPLIANCE WITH ANY APPLICABLE STATE SECURITIES LAWS. THE HOLDER FURTHER UNDERSTANDS AND AGREES THAT IN THE EVENT OF A TRANSFER PURSUANT TO THE FOREGOING CLAUSE (B) OR (D), THE ISSUER WILL REQUIRE A LEGAL OPINION OF COUNSEL OF RECOGNIZED STANDING OR OTHER EVIDENCE REASONABLY SATISFACTORY TO THE ISSUER THAT SUCH TRANSFER IS EXEMPT FROM REGISTRATION UNDER THE U.S. SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS. DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE “GOOD DELIVERY” IN SETTLEMENT OF TRANSACTIONS ON STOCK EXCHANGES IN CANADA. THE TRANSFER IS ALSO RESTRICTED PURSUANT TO AN AGREEMENT BETWEEN THE HOLDER AND THE ISSUER AND MAY BE SUBJECT TO FORFEITURE.”

(iii) a legend setting out resale restrictions under Canadian Securities Laws in substantially the following form:

“UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE [INSERT THE DATE THAT IS FOUR MONTHS AND ONE DAY AFTER THE DISTRIBUTION DATE.]”

(b) Other than the rights provided to Limmi hereunder to convert Limmi’s Class A Shares, which rights are of a material and valuable consideration for Limmi entering into the License Agreement, no person has made any written or oral representations: (i) that any person will resell or repurchase the Class A Shares or the Listed Shares; or (ii) as to the future price or value of the Class A Shares or the Listed Shares or the ability to sell or transfer any such Class A Shares or Listed Shares, as applicable.

(c) Limmi shall not sell, assign, transfer or convey or cause to be sold, assigned, transferred or conveyed any VAC Shares, other than to Pubco in accordance with the terms hereof or with respect to the sale of all or substantially all Limmi’s assets, or in the event of the liquidation, dissolution or winding-up of Limmi, whether voluntary or involuntary, or in the event of any other distribution of assets of Limmi to its shareholders for the purposes of winding up its affairs.

(d) In connection with this Agreement, Limmi has relied solely upon the representations and warranties of Pubco and VAC contained in this Agreement, and publicly available information relating to Pubco, not upon any verbal representation as to any fact or otherwise made by or on behalf of Pubco or any affiliate, associate or representative thereof or any other person associated therewith. No “Offering Memorandum” for purposes of the *Securities Act* (British Columbia, Canada) has been delivered to Limmi in connection with the transactions contemplated herein.

(e) Limmi is solely responsible for obtaining such legal advice and tax advice as it considers appropriate in connection with the execution, delivery and performance by it of this Agreement and the completion of the transactions contemplated hereby.

(f) Limmi hereby consents to the collection, use and disclosure by Pubco and any other of its authorized representatives of Limmi’s personal information set forth herein (“**Personal Information**”) to enable Pubco to fulfill their respective regulatory and reporting requirements and recognizes that this disclosure may result in the disclosure of some or all of the Personal Information becoming public information and, without limiting the foregoing, consents to the disclosure of such Personal Information to Pubco and any of their respective authorized representatives; securities commissions and/or other regulatory agencies in any jurisdiction in which the rules and requirements of such body may require such reporting; stock exchanges; publication on the SEDAR website; or as may be required or permitted by law.

(g) Limmi hereby acknowledges, agrees and consents to: (i) the disclosure of Personal Information to Pubco, a stock exchange or any relevant securities commission or other regulatory authority; and (ii) the collection, use and disclosure of Personal Information by Pubco for corporate finance and shareholder communication purposes or such other purposes as are necessary for Pubco’s business. Limmi hereby acknowledges and consents to the collection, use, and disclosure of Personal Information by the provincial securities commissions in Canada (to the extent applicable), including the publishing or otherwise making available to the public Personal Information including, for individuals, their name, number and type of securities purchased, the purchase price therefor, and their insider or registrant status, if applicable, and if Limmi is a non-individual, the above information and their address, contact person name and telephone number and the exemption relied upon.

(h) In order to permit Pubco to comply with the requirements of the *Personal Information Protection and Electronic Documents Act* (Canada) (“**PIPEDA**”), Limmi expressly consents to the disclosure

by Pubco in any submission or filing that Pubco may be required to make with any applicable regulatory authority or stock exchange of any Personal Information.

(i) Limmi hereby acknowledges and agrees that Limmi: (i) has been notified by Pubco of the delivery to the securities regulatory authority, regulator or stock exchange of the Personal Information, that the Personal Information is being collected by the securities regulatory authority, regulator or stock exchange under the authority granted in securities legislation and by its policies, as applicable, and that the Personal Information is being collected for the purposes of the administration and enforcement of the securities legislation of the local jurisdiction; and (ii) has authorized the indirect collection of the Personal Information by the regulatory authority, regulator or stock exchange.

(j) The Personal Information will not be placed on the public file of any securities regulatory authority, regulator or stock exchange. However, freedom of information legislation may require the securities regulatory authority, regulator or stock exchange to make this information available if requested.

(k) Limmi hereby acknowledges and agrees that it is subject to the limitation set forth in this Agreement and further, Limmi may not, directly or indirectly through one or more affiliates, hold more than Five Million (5,000,000) Listed Shares (as adjusted for stock splits, stock combinations, recapitalizations and similar events) at any time.

10. Termination Trigger. If the Class A Share Authorization does not occur within 90 days of the Effective Date, then, unless otherwise agreed to in writing by the Parties (in their discretion), this Agreement shall terminate. If this Agreement terminates pursuant to this Section 10, then Limmi agrees to return all VAC Shares held by Limmi to VAC for cancellation.

11. Protective Provisions. So long as Limmi holds VAC Shares, Pubco shall not do the following without Limmi's prior written approval, which may be withheld in Limmi's sole discretion: (a) effect a liquidation, dissolution or winding up of VAC, (b) sell or otherwise dispose of all or substantially all its shares in VAC or undertake any transaction wherein Pubco would not have voting control of VAC, (c) alter or change the rights, preferences or privileges of the Class A Shares as set forth in **Exhibit A**, or (d) cause authorize or issue, or obligate itself to issue, any other equity security, including any security convertible into or exercisable for any equity security, which equity security has a preference over the Class A Shares with respect to the rights, preference or privileges set forth in **Exhibit A**.

12. Survival. The representations, warranties and covenants contained in this Agreement shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

13. Further Assurances. The parties hereto agree to execute such documents and other instruments and take such further actions as may reasonably be required or desirable to carry out the provisions hereof and consummate the transactions contemplated by this Agreement. Upon the terms and subject to the conditions hereof, the parties hereto shall use their respective commercially reasonable efforts to take or cause to be taken all actions, and to do or cause to be done all other things, necessary, proper or advisable to consummate the transactions contemplated by this Agreement as promptly as practicable.

14. Amendments and Waivers. No addition or modification to this Agreement shall be valid unless made by written amendment signed by the parties hereto. No failure or delay by any party in exercising any right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

15. Successors and Assigns. All of the terms and provisions of this Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

16. Governing Law. This Agreement and any related dispute shall be governed by and interpreted and enforced in accordance with the laws of the State of Delaware, without giving effect to any choice of law or conflict of laws rules or provisions that would cause the application of the laws of any jurisdiction other than the State of Delaware.

17. Counterparts. This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement and each other agreement or instrument entered into in connection herewith or contemplated hereby, and any amendments hereto, to the extent signed and delivered by means of a facsimile machine, electronic transmission of a .tiff, .pdf, JPEG or similar file, shall be treated in all manner and respects and for all purposes as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party hereto or to any such agreement or instrument, each other party hereto shall re-execute original forms thereof and deliver them to all other parties, except that the failure of any party to comply with such a request shall not render this Agreement invalid or unenforceable. No party hereto or to any such agreement or instrument shall raise the use of a facsimile machine, electronic transmission of a .tiff, .pdf, JPEG or similar file, to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine, electronic transmission of a .tiff, .pdf, JPEG or similar file, as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

18. Notice. All notices, requests, claims and other communications described in or otherwise regarding this Agreement must be in writing and shall be deemed given: (a) if delivered by hand, on the date delivered to a party to this Agreement (“**Party**”) at its address identified below or at any other address of which that Party has notified the other Party in accordance with this Section 18; or (b) if sent by registered or certified mail, return receipt requested, or by a reputable overnight delivery service, three (3) business days following the date sent to a Party at its address identified below or at any other address of which that Party has notified the other Party in accordance with this

[Purposely left blank]

Section 18; or (c) when sent, if sent by electronic mail during normal business hours, and if not sent during normal business hours, then on the next business day.

ADDRESSES FOR NOTICES:

If to Limmi:

Mentorhead Incorporated

[Address Redacted]

Attn: Trevor Vieweg, CEO

Email: [Email Address Redacted]

If to VAC:

Vinergy Acquisition Corp.

Attn: Alnoor Nathoo, President

Email: [Email Address Redacted]

Vinergy Capital Corp.

Attn: Alnoor Nathoo, President

Email: [Email Address Redacted]

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their respective authorized officers as of the date first above written.

MENTORHEAD INCORPORATED

VINERGY ACQUISITION CORP.

By: "Trevor Vieweg"
Name: Trevor Vieweg
Title: CEO

By: "Alnoor Nathoo"
Name: Alnoor Nathoo
Title: President

VINERGY CAPITAL INC.

By: "Alnoor Nathoo"
Name: Alnoor Nathoo
Title: President

[Signature page to Contribution and Exchange Agreement]

EXHIBIT A

RIGHTS, PRIVILEGES, RESTRICTIONS AND CONDITIONS ATTACHING TO THE CAPITAL STOCK OF VINERGY CAPITAL INC.

1. COMMON SHARES.

Subject to the rights of any class of shares that are expressed to rank prior to them, the common shares (the “**Common Shares**”) of Vinergy Capital Inc. (the “**Company**”) will have the following rights, privileges, restrictions, and conditions:

(a) *Voting.* The holders of the Common Shares will be entitled to receive notice of, attend and vote at all meetings of shareholders, except meetings at which only holders of a specified class of shares are entitled to vote. Each Common Share will entitle its holder to one (1) vote.

(b) *Dividends.* The holders of Common Shares shall be entitled to receive such dividends payable in cash or property of the Company as may be declared thereon by the directors from time to time. The directors may declare no dividend payable in cash or property on the Common Shares unless the directors simultaneously declare a dividend payable in cash or property on the Class “A” Shares, in an amount per Class “A” Share equal to the amount of the dividend declared per Common Share.

(c) *Liquidation.* In the event of the liquidation, dissolution or winding-up of the Company, whether voluntary or involuntary, or in the event of any other distribution of assets of the Company to its shareholders for the purposes of winding up its affairs, the holders of the Common Shares shall be entitled to participate *pari passu* with the holders of Class “A” non-voting Common Shares, with the amount of such distribution per Common Share equal to the amount of such distribution per Class “A” Share.

(d) *Subdivision or Consolidation.* The Common Shares shall not be consolidated or subdivided unless the Class “A” Shares are simultaneously consolidated or subdivided utilizing the same divisor or multiplier.

2. CLASS “A” NON-VOTING COMMON SHARES

Subject to the rights of any class of shares that are expressed to rank prior to them, the Class “A” non-voting common shares (the “**Class “A” Shares**”) of the Company will have the following rights, privileges, restrictions and conditions:

(a) *Voting.* Except as required under the Act, the holders of the Class “A” Shares will not be entitled to receive notice of nor to attend meetings of the Company’s shareholders and will have no voting rights. The holders of the Class “A” Shares shall, however, be entitled to notice of meetings of the shareholders called for the purpose of authorizing the dissolution of the Company or the sale of its undertaking or a substantial part thereof.

(b) *Dividends.* The holders of Class “A” Shares shall be entitled to receive such dividends payable in cash or property of the Company as may be declared thereon by the directors from time to time. The directors may declare no dividend payable in cash or property on the Class “A” Shares unless the directors simultaneously declare a dividend payable in cash or property on the Common Shares, in an amount per Common Share equal to the amount of the dividend declared per Class “A” Shares.

(c) *Liquidation.* In the event of the liquidation, dissolution or winding-up of the Company, whether voluntary or involuntary, or in the event of any other distribution of assets of the Company to its shareholders for the purposes of winding up its affairs, the holders of the Class “A” Share shall be entitled to participate *pari passu* with the holders of Common Shares, with the amount of such distribution per Class “A” Share equal to the amount of such distribution per Common Share.

(d) *Subdivision or Consolidation.* The Class “A” Shares shall not be consolidated or subdivided unless the Common Shares are simultaneously consolidated or subdivided utilizing the same divisor or multiplier.

(e) *Transfer.* No Class “A” Share may be sold, transferred, assigned, pledged or otherwise disposed of, other than: (i) in connection with the conversion of Class “A” Shares into Common Shares; (ii) to an immediate family member of the holder; or (iii) a transfer for purposes of estate or tax planning to a company or person that is wholly beneficially owned by the holder or immediate family members of the holder or which the holder or immediate family members of the holder are the sole beneficiaries thereof.

(f) *Voluntary Conversion.* Subject to the Beneficial Ownership Limitation (as defined below) set forth in herein, holders of Class “A” Shares shall have the following rights of conversion (the “**Share Conversion Right**”):

(i) Right to Convert. Subject to the Beneficial Ownership Limitation, each Class “A” Share shall be convertible at the option of the holder into such number of Common Shares as is determined by multiplying the number of Class “A” Shares in respect of which the Share Conversion Right is exercised by one.

(ii) Beneficial Ownership Limitation. A holder of the Class “A” Shares shall not have the right to convert such number or amounts of any Class “A” Share, to the extent that, after giving effect to such conversion, the holder (together with such holder’s affiliates, and any other persons acting as a group together with the holder or any of the holder’s affiliates (such persons, “**Attribution Parties**”)), would beneficially own in excess of the Beneficial Ownership Limitation (as defined below). For purposes of the foregoing sentence, the number of Common Shares beneficially owned by the holder of the Class “A” Shares and his, her or its affiliates and Attribution Parties shall include the number of Common Shares issuable upon conversion of a Class “A” Share with respect to which such determination is being made, but shall exclude the number of Common Shares that would be issuable upon (i) conversion of the remaining, non-converted portion of a Class “A” Shares beneficially owned by the holder or any of his, her or its affiliates or Attribution Parties, and (ii) exercise or conversion of the unexercised or unconverted portion of any other securities of the Company, subject to a limitation on conversion or exercise analogous to the limitation contained herein, beneficially owned by the holder or any of his, her or its affiliates or Attribution Parties. Except as set forth in the preceding sentence, for purposes of this Section 2(f)(ii), beneficial ownership shall be calculated in accordance with each of National Instrument 55-104 - *Insider Reporting Requirements and Exemptions* and 62-104 - *Take-Over Bids and Issuer Bids*, it being acknowledged by the holder of the Class “A” Shares that the Company is not representing to the holder that any such calculation is in compliance with such instruments. To the extent that the limitation contained in this Section 2(f)(ii) applies, the determination of whether a Class “A” Share of a holder is convertible (in relation to other securities owned by the holder together with any affiliates and Attribution Parties) and of which number of Class “A” Shares is convertible shall be in the sole discretion and at the sole responsibility of the holder, and the submission of a Conversion Notice (as defined below) shall be deemed to be the holder’s determination of whether a Class “A” Share is convertible (in relation to other securities owned by the holder together with any affiliates and Attribution Parties) and of which number of Class “A” Shares is convertible, in each case subject to the Beneficial Ownership Limitation, and the Company shall not have

any obligation to verify or confirm the accuracy of such determination. For purposes of this Section 2(f)(ii), in determining the number of outstanding Common Shares, a holder of Class “A” Shares may rely on the number of outstanding Common Shares as reflected in (A) the Company’s most recent interim report or annual financial statements filed on SEDAR, as the case may be, (B) a more recent public announcement by the Company, or (C) a more recent written notice by the Company or the Company’s transfer agent setting forth the number of Common Shares outstanding. Upon the written request of a holder of Class “A” Shares, the Company shall, within two business days, confirm orally and in writing to the holder the number of Common Shares then outstanding. In any case, the number of outstanding Common Shares shall be determined after giving effect to the conversion or exercise of securities of the Company, including the Class “A” Shares being converted, by the Class “A” holder or his, her or its affiliates or Attribution Parties since the date as of which such number of outstanding Common Shares was reported. The “**Beneficial Ownership Limitation**” shall be 9.99% of the number of Common Shares outstanding immediately after giving effect to the issuance of Common Shares issuable upon conversion of the Class “A” Shares in question.

(iii) Mechanics of Conversion. Before any holder of Class “A” Shares shall be entitled to voluntarily convert Class “A” Shares into Common Shares in accordance with the terms hereof, the holder shall surrender the certificate or certificates representing the Class “A” Shares to be converted at the head office of the Company, or the office of any transfer agent for the Class “A” Shares, and shall give written notice to the Company at its head office of his or her election to convert such Class “A” Shares and shall state therein the name or names in which the certificate or certificates representing the Common Shares are to be issued (a “**Conversion Notice**”). The Company shall (or shall cause its transfer agent to) as soon as practicable thereafter issue to such holder or his or her nominee, a certificate or certificates or direct registration statement representing the number of Common Shares to which such holder is entitled upon conversion. Such conversion shall be deemed to have taken place immediately prior to the close of business on the day on which the certificate or certificates representing the Class “A” Shares to be converted is surrendered and the Conversion Notice is delivered, and the person or persons entitled to receive the Common Shares issuable upon such conversion shall be treated for all purposes as the holder or holders of record of such Common Shares as of such date.

(g) *Mandatory Conversion.* Notwithstanding anything to the contrary contained herein, upon the occurrence of a Change of Control Event, each issued and outstanding Class “A” Share shall be automatically converted into such number of Common Shares as is determined by multiplying the number of Class “A” Shares by one.

(h) *Definitions.* For the purposes of the Class “A” Share rights:

“**Arrangement**” means an arrangement under the *Business Corporations Act (British Columbia, Canada)* pursuant to which a person and its associates will acquire 50% or more of the issued and outstanding capital of the Company.

“**Change of Control Event**” means:

(1) a Take Over Bid is made in respect of the shares in the Company and both of the following have occurred: (A) the holders of at least 50% of the shares in respect of which the Take Over Bid is made that are not subject to escrow have accepted the offer made under the Take Over Bid; and (B) the Take Over Bid becomes unconditional;

(2) an Arrangement is proposed in respect of the Company and both of the following have occurred: (A) the Arrangement has become unconditional; and (B) the Arrangement has been approved by the court for implementation;

(3) the acquisition of voting securities of the Company or any reorganization, amalgamation, merger, consolidation or share exchange in a single transaction (or series of related transactions) as a result of which the holders of the voting securities of the Company prior to the transaction (or series of related transactions) hold, immediately after such transaction (or series of related transactions), directly or indirectly, securities to which are attached 50% or less of the voting power with respect to the Company; or

(4) a single transaction (or series of related transactions) resulting in the acquisition of the Company by another entity that results in the sale of all or substantially all the assets of the Company.

“**Take Over Bid**” has the meaning ascribed thereto in the *Securities Act (British Columbia, Canada)*.

EXHIBIT B

**FORM OF STOCK CERTIFICATE
OF
VINERGY ACQUISITION CORP.**