

THIS AMALGAMATION AGREEMENT made as of the 27th day of June, 2019.

AMONG:

MEADOW BAY GOLD CORPORATION, a company existing under the laws of British Columbia

(hereinafter called "**Meadow Bay**")

OF THE FIRST PART

AND:

MOUNTAIN VALLEY MD INC., a corporation existing under the laws of Ontario

(hereinafter called "**MVMD**")

OF THE SECOND PART

AND:

2700915 ONTARIO INC., a corporation existing under the laws of Ontario

(hereinafter called "**Subco**")

OF THE THIRD PART

WHEREAS the board of directors of Meadow Bay and MVMD have determined that a combination of the businesses of MVMD and Meadow Bay is advisable and in the best interests of MVMD and Meadow Bay respectively;

AND WHEREAS MVMD and Meadow Bay have agreed to structure the business combination contemplated by way of a three-cornered amalgamation of MVMD and Subco, a wholly owned subsidiary of Meadow Bay, to form a new corporation ("**Amalco**") in accordance with the provisions of the *Business Corporations Act* (Ontario);

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

ARTICLE 1
INTERPRETATION

1.1 Where used herein or in any amendments or schedules hereto, the following terms shall have the following meanings:

"**098**" means 0987182 BC Ltd., a company existing under the laws of the Province of British Columbia and a wholly owned subsidiary of MVM;

“Accounts Receivable” means accounts receivable, bills receivable, trade accounts, book debts and insurance claims recorded as receivable in the Books and Records and other amounts due or deemed to be due to a Person including refunds and rebates receivable to the extent reflected in the Financial Statements of MVMD or the Financial Statements of Meadow Bay, as applicable;

“Affiliate” has the meaning ascribed to it in the OBCA;

“Agreement” means this amalgamation agreement, including all Schedules annexed hereto if applicable, as the same may be amended, modified, supplemented, waived or restated from time to time in accordance with the terms hereof;

“Amalco” has the meaning set forth in the recitals hereto;

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

“Amalgamation” means the amalgamation of MVMD and Subco pursuant to the provisions of the OBCA and whereby Meadow Bay acquires all of the issued and outstanding MVMD Shares from the holders thereof, all on the terms and conditions set forth herein;

“Applicable Laws” means, in relation to any Person or Persons, applicable Securities Laws and all other statutes, regulations, statutory rules, orders, by-laws, codes, ordinances, decrees, the terms and conditions of any grant of approval, permission, authority or licence, or any judgment, order, decision, ruling, award, policy or guideline, of any Governmental Entity that are applicable to such person or persons or its or their business, undertaking, property or securities and emanate from a Governmental Entity, having jurisdiction over such person or persons or its or their business, undertaking, property or securities;

“Articles of Amalgamation” means the Articles of Amalgamation with respect to the Amalgamation, in a form to be mutually agreed by the Parties, acting reasonably;

“Assets” includes all assets of a Person, including Intellectual Property, having a fair market value in excess of \$5,000, and includes, but is not limited to, all of the assets to be described in the Financial Statements of MVMD or the Financial Statements of Meadow Bay, as applicable;

“Authorizations” means all required corporate, regulatory and shareholder approvals, consents, authorizations and waivers relating to (i) the consummation of the transactions contemplated by this Agreement; and (ii) the Amalgamation, shall have been obtained on terms and conditions satisfactory to the Parties, acting reasonably;

“BCBCA” means the *Business Corporations Act* (British Columbia), as amended and any legislation enacted in substitution therefor;

“Books and Records” means books and records of MVMD or Meadow Bay, as applicable, including financial, corporate, operations and sales books, records, books of account, sales and purchase records, lists of suppliers and customers, formulae, business reports, plans and projections and all other documents, surveys, plans, files, records, assessments, correspondence, and other data and information, financial or otherwise,

including all data, information and databases stored on computer-related or other electronic media;

“Break Fee” means an amount equal to CAD \$500,000;

“Business Day” means any day which is not a Saturday, Sunday or a statutory holiday in the Province of Ontario or the Province of British Columbia;

“CCJC” means CCJC Holdings Inc., a corporation existing under the laws of the State of Nevada, which has funded and shall continue to fund as required from time to time the CCJC Application, and which is owned, in whole or in part, by a director or officer of MVMD (it being acknowledged that the terms of the acquisition of the CCJC Interest were negotiated prior to the appointment of such director or officer);

“CCJC Application” means the application made by a subsidiary of CCJC

[REDACTED]

“CCJC Interest” means the 20% equity interest acquired by MVMD in CCJC;

“Certificate of Amalgamation” means the certificate of amalgamation for the Amalgamation issued by the Director pursuant to Subsection 178(4) of the OBCA;

“Closing” means the completion of the Amalgamation;

“Closing Date” means the second Business Day following the date upon which all Conditions Precedent are satisfied or waived by the applicable Party, or such other Business Day as the Parties may agree in writing;

“Conditions Precedent” means the conditions precedent to the completion of the transactions as set out in Sections means the conditions precedent to completion of the transactions as set out in Article 5, Article 6 and Article 7;

“Confidential Information” has the meaning ascribed to such term in Section 10.2(a) hereof;

“Consolidation” means the consolidation of the issued and outstanding common shares in the authorized share structure of Meadow Bay on a 8 pre-consolidation common shares for 1 post-consolidation common share basis;

“Contracts” means contracts, licences, leases, agreements, obligations, promises, undertakings, understandings, arrangements, documents, commitments, entitlements or engagements to which the applicable Person is a party or by which it is legally bound or under which such Person has, or will have, any liability or contingent liability (in each case, whether written or oral, express or implied);

“CSE” means the Canadian Securities Exchange;

“CSE Approval” means the requisite approval of the Amalgamation by the CSE in accordance with CSE Policies;

[disclosure of the details of the application would violate confidentiality provisions]

“CSE Policies” means the policies of the CSE;

“Desert Hawk” means Desert Hawk Resources, Inc., a corporation existing under the laws of the State of Delaware, and a wholly-owned subsidiary of Meadow Bay;

“Director” means the Director appointed under the OBCA;

“Disclosure Letter” means the confidential disclosure letter delivered by MVMD to Meadow Bay on or about the date of this Agreement, such letter itself and all information contained therein being confidential information and not be disclosed unless: (a) it is required to be disclosed pursuant to applicable laws, unless such laws permits the Parties to refrain from disclosing the information for confidentiality or other purposes; or (b) a Party is required to disclose it in order to enforce or exercise its rights under this Agreement;

“Dissenting MVMD Shareholder” means a holder of MVMD Shares who dissents from the MVMD Amalgamation Special Resolution in compliance with the OBCA;

“Effective Date” means the effective date of the Amalgamation, which shall be the date of the Certificate of Amalgamation;

“Effective Time” means the beginning of the day (Vancouver time) on the Effective Date, or such other time as Meadow Bay and MVMD may agree upon in writing;

“Encumbrances” means any and all claims, liens, security interests, mortgages, pledges, pre-emptive rights, charges, options, equity interests, encumbrances, proxies, voting agreements, voting trusts, leases, tenancies, easements or other interests of any nature or kind whatsoever, howsoever created, but shall not include: (i) an encumbrance for Taxes not yet due and delinquent; (ii) inchoate or statutory encumbrances of contractors, subcontractors, mechanics, workers, suppliers, materialmen, carriers and others in respect of the construction, maintenance, repair or operation of the Assets, provided that such encumbrances are related to obligations not due or delinquent and in respect of which adequate holdbacks are being maintained as required by Applicable Law; and (iii) the right reserved to or vested in any Governmental Entity by any statutory provision or by the terms of any lease, licence, franchise, grant or permit of either Party, to terminate any such lease, licence, franchise, grant or permit, or to require annual or other payments as a condition of their continuance;

“Environmental Laws” means all applicable federal, provincial, state, local and foreign Applicable Laws, imposing liability or standards of conduct for, or relating to, the regulation of activities, materials, substances or wastes in connection with, or for, or to, the protection of human health, safety, the environment or natural resources (including ambient air, surface water, groundwater, wetlands, land surface or subsurface strata, wildlife, aquatic species and vegetation);

“Environmental Liabilities” means, with respect to any Person, all liabilities, remedial and removal costs, investigation costs, capital costs, operation and maintenance costs, losses, damages, (including punitive damages, property damages, consequential damages and treble damages), costs and expenses, fines, penalties and sanctions incurred as a result of, or related to, any claim, suit, action, administrative order, investigation, proceeding or demand by any Person, whether based in contract, tort, implied or express warranty, strict liability, criminal or civil statute or common law arising

under, or related to, any Environmental Laws, Environmental Permits, or in connection with any Release or threatened Release or presence of a Hazardous Substance whether on, at, in, under, from or about or in the vicinity of any real or personal property;

“Environmental Permits” means all permits, licenses, written authorizations, certificates, approvals, program participation requirements, sign-offs or registrations required by or available with or from any Governmental Entity under any Environmental Laws;

“Execution Date” is that date that first appears on the first page of this Agreement;

“Financial Statements of MVMD” means the audited financial statements of MVMD for its most recently completed financial year, prepared prior to the Effective Time, and the latest available quarterly financial statements of MVMD if applicable, consisting of the balance sheet and the income statement, to be prepared in accordance with Applicable Laws;

“Financial Statements of Meadow Bay” means the audited annual financial statements of Meadow Bay, as filed on SEDAR, for the fiscal year ended March 31, 2018 and the latest available quarterly financial statements of Meadow Bay;

“Finders Fee Agreement” means the agreement dated February 27, 2019 by and between Meadow Bay and the certain finders pursuant to which Meadow Bay will issue the Finders Shares in connection with arranging the Amalgamation;

“Finders Shares” means that number of Meadow Bay Shares equal to three percent (3%) of the total issued and outstanding post-Consolidation Meadow Bay Shares after giving effect to the transactions pursuant to the Amalgamation (but excluding the issuance of the Finders Shares);

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

“Hazardous Substance” means any pollutant, contaminant, waste or chemical or any toxic, radioactive, ignitable, corrosive, reactive or otherwise hazardous or deleterious substance, or material, including petroleum, polychlorinated biphenyls, asbestos and urea-formaldehyde insulation, and any other material or contaminant regulated or defined under any Environmental Law;

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

“Information Technology” means computer hardware, software in source code and object code form (including documentation, interfaces and development tools), programs, websites for MVMD or Meadow Bay, as applicable, databases, telecommunications

equipment and facilities and other information technology systems owned, used or held by MVMD or Meadow Bay, as applicable;

“Intellectual Property” means intellectual property rights, whether registered or not, owned, licensed or used, throughout the world, including:

- (a) inventions, algorithms, methods, procedures, techniques, instructions, guides, manuals, samples, specifications, schematics, invention disclosures, statutory invention registrations, trade secrets and confidential business information, know-how, manufacturing and product processes and techniques, research and development information, records, financial, marketing and business data, pricing and cost information, business and marketing plans and customer and supplier lists and information, whether patentable or non-patentable, whether copyrightable or non-copyrightable and whether or not reduced to practice;
- (b) patents, pending patent applications, utility models, design registrations and certificates of invention and other governmental grants for the protection of inventions or industrial designs (including divisionals, reissues, renewals, re-examinations, continuations, continuations-in-part and extensions);
- (c) trade-marks and service marks, trade dress, trade-names, corporate names, business names, doing business designations, logos, slogans, distinguishing guises, other indicia of origin and all registrations and applications for registration thereof, common law trademarks and service marks and all goodwill associated with the foregoing;
- (d) all rights, titles, interests and benefits in and to the Know-How;
- (e) industrial designs and all registrations thereof;
- (f) Information Technology and all registrations thereof;
- (g) mask works, semiconductor topologies, integrated circuit topographies and registrations and applications for registration thereof;
- (h) other proprietary rights relating to any of the foregoing, whether recognized by statutory law or common or civil law (including remedies against infringement thereof and rights of protection of interest therein under Applicable Laws);
- (i) income and proceeds from any of the intellectual property listed in paragraphs (a) to (h) above;
- (j) rights to damages and profits by reason of the infringement of any of the intellectual property described in items (a) to (h) above; and
- (k) goodwill associated with any of the foregoing;

“Know-How” means all know-how, trade secrets, proprietary information, confidential information and information of a sensitive nature used by MVMD in the MVMD Business or Meadow Bay in the Meadow Bay Business that have value to such businesses or relate to business opportunities for MVMD or Meadow Bay, as applicable, in whatever form

communicated, maintained or stored, including (a) all formulae, recipes, algorithms, business methods, technical processes, specifications, manuals, drawings, prototypes, models, corporate plans, management systems and techniques, (b) all information relating to the research, development, manufacture, marketing, sales or post-sales activities of any past, present or future goods or services, including lab journals, notebooks, design documentation, engineering documentation, manufacturing documentation, costing information, advertising plans, pricing information, customer names, customer lists and other details of customers, supplier names, supplier lists and other details of suppliers, sales targets, sales statistics, market share information, market research and survey information;

“Leased Real Property” means lands and/or premises which are used by MVMD or Meadow Bay, as applicable and which are leased, subleased, licensed to or otherwise occupied by them;

“Licensed IP” means the Intellectual Property that is necessary and material to the MVMD Business or Meadow Bay Business, as applicable, as presently conducted or as proposed to be conducted by them and that is owned by any Person other than MVMD or Meadow Bay, as applicable;

“Listing Statement” means the CSE-required listing statement of Meadow Bay in connection with the Amalgamation and Meadow Bay’s acquisition of the MVMD Shares;

“Material Adverse Change” means a change with respect to a Person that would have a Material Adverse Effect;

“Material Adverse Effect” means, in respect of any Person, any change, effect, event, circumstance, fact or occurrence that individually or in the aggregate with other such changes, effects, events, circumstances, facts or occurrences, is or would reasonably be expected to be, material and adverse to the business, condition (financial or otherwise), properties, prospects, assets (tangible or intangible), liabilities (including any contingent liabilities), operations or results of operations of that Person and its subsidiaries, taken as a whole, except any change, effect, event, circumstance, fact or occurrence resulting from or relating to: (i) the announcement of the execution of this Agreement or the transactions contemplated hereby; (ii) general political, economic or financial conditions in Canada or the United States of America; (iii) the state of securities or commodity markets in general (provided that it does not have a materially disproportionate effect on that Person relative to comparable cannabis companies); (iv) any natural disaster or the commencement or continuation of any war, armed hostilities or acts of terrorism (provided that it does not have a materially disproportionate effect on that Person relative to comparable cannabis companies); or (v) any decrease in the trading price or any decline in the trading volume of that Person’s common shares (it being understood that the causes underlying such change in trading price or trading volume (other than those in items (i) to (v) above) may be taken into account in determining whether a Material Adverse Effect has occurred);

“Material Contract” means any Contract to which MVMD or MVMD subsidiary is a party that is material to the MVMD Business or to which Meadow Bay is a party that is material to the Meadow Bay Business, respectively;

“Meadow Bay” has the meaning set forth in the preamble hereto;

“Meadow Bay Acquisition Proposal” means, other than the transactions contemplated by this Agreement, any *bona fide* offer, proposal, expression of interest or inquiry from any Person made after the date hereof relating to any acquisition or sale, direct or indirect, whether in a single transaction or a series of related transactions (or any lease, licence or other arrangement having the same economic effect as a sale or other disposition), in a single transaction or a series of related transactions, or any plan of arrangement, merger, amalgamation, consolidation, share exchange, business combination, reorganization, recapitalization, liquidation, dissolution or other similar transaction, any or all of the foregoing which, if consummated, would result in a Person or group of Persons beneficially owning: (i) assets of Meadow Bay that constitutes 10% or more of the fair market value of the assets of Meadow Bay (on a consolidated basis) or contributes 10% or more of the revenue of Meadow Bay, as the case may be (on a consolidated basis), and/or (ii) 10% or more of the voting or equity interests of Meadow Bay;

“Meadow Bay Board” has the meaning attributed to that term in Section 2.4(c);

“Meadow Bay Business” means the business, prospects or affairs, carried on by Meadow Bay which involves the conduct of mineral exploration of a gold property in the State of Nevada;

“Meadow Bay Circular” means the management information circular of Meadow Bay in respect of the Meadow Bay Meeting, as the same may be amended or supplemented in accordance with this agreement from time to time;

“Meadow Bay Conversion Units” mean the units issued by Meadow Bay to or as directed by MVMD upon the conversion of the Meadow Bay Convertible Debentures, each Meadow Bay Conversion Unit consisting of one (1) pre-Consolidation listed common share of Meadow Bay and one (1) Meadow Bay Conversion Warrant;

“Meadow Bay Conversion Warrants” mean the share purchase warrants of Meadow Bay issued on the conversion of the Meadow Bay Convertible Debenture, with each warrant being exercisable to acquire one pre-Consolidation common share of Meadow Bay for a period of five (5) years from the issuance thereof at a pre-Consolidation exercise price equal to \$0.06 (subject to adjustment in accordance with the certificate representing the Meadow Bay Conversion Warrants);

“Meadow Bay Convertible Debenture” means an convertible debenture of Meadow Bay, secured against all assets and property of Meadow Bay of any kind, having a maturity date of four years, with an interest rate of 10% per annum, to be accrued on a 30/360 calendar basis, with the principal and accrued interest being convertible into Meadow Bay Conversion Units at a pre-Consolidation price of \$0.05 (subject to adjustment in accordance with the certificate representing the Meadow Bay Convertible Debenture);

“Meadow Bay Convertible Debenture Units” means the pre-Consolidation units to be issued by Meadow Bay to MVMD following the fulfillment by Meadow Bay of the Meadow Bay Financing Conditions (the proceeds of which are to be used by Meadow Bay to pay the existing and reasonable proposed fees of its professional advisors as well as for working capital), with each such unit being comprised of one Meadow Bay Convertible Debenture in the principal amount of \$1,000 and 1,000 Meadow Bay Convertible Debenture Warrants, the foregoing being subject to the Meadow Bay Financing Fee, to

be withheld by MVMD from monies delivered to Meadow Bay as payment for the Meadow Bay Convertible Debenture Units;

“Meadow Bay Convertible Debenture Warrants” means the share purchase warrants of Meadow Bay issued as part of the Meadow Bay Convertible Debenture Units, with each warrant being exercisable to acquire one pre-Consolidation common share of Meadow Bay for a period of five (5) years from the issuance thereof at a pre-Consolidation exercise price equal to \$0.06 (subject to adjustment in accordance with the certificate representing the Meadow Bay Convertible Debenture Warrants);

“Meadow Bay Financing” means the potential private placement offering of up to an additional 150 Meadow Bay Convertible Debenture Units (in addition to the 350 Meadow Bay Convertible Debenture Units being subscribed for by MVMD), to raise additional gross proceeds of up to a maximum of \$150,000, it being understood that, in the event that Meadow Bay determines to proceed with the Meadow Bay Financing, MVMD will have a right of first refusal to participate for up to the whole amount thereof, which shall be subject to the Meadow Bay Financing Fee, to be withheld by MVMD from monies delivered to Meadow Bay as payment for the Meadow Bay Convertible Debenture Units;

“Meadow Bay Financing Conditions” means the: a) delivery to MVMD, and the approval by MVMD, of a detailed description of the use of proceeds related to MVMD’s subscription of 350 Meadow Bay Convertible Debenture Units and, if applicable, the Meadow Bay Financing; and b) the approval of the CSE if so required;

“Meadow Bay Meeting” means the special meeting of the Meadow Bay Shareholders to be held as soon as practicable following the execution of this Agreement on a date to be agreed by the Parties to approve [the following matters:

- (a) the Amalgamation; and
- (b) the possible continuance of Meadow Bay out of the Province of British Columbia and into the Province of Ontario;

as set out in the Meadow Bay Circular, and any and all adjournments or postponements of such meeting;

“Meadow Bay Option Plan” means the rolling stock option plan of Meadow Bay;

“Meadow Bay Options” means incentive stock options of Meadow Bay following the Consolidation;

“Meadow Bay Public Disclosure Record” means Meadow Bay’s publicly filed documents, as filed on the System for Electronic Document Analysis and Retrieval (SEDAR) on and after April 1, 2011;

“Meadow Bay Securities” means the Meadow Bay Shares, the Meadow Bay Options and the Meadow Bay Warrants;

“Meadow Bay Shareholders” means the holders of Meadow Bay Shares;

“Meadow Bay Shares” means the common shares in the authorized share structure of Meadow Bay following the Consolidation;

“Meadow Bay Subsidiaries” means Desert Hawk and Subco;

“Meadow Bay Warrants” means share purchase warrants of Meadow Bay following the Consolidation;

“Mining Assets” means the gold project in the State of Nevada owned by Desert Hawk called the “Atlanta Gold and Silver Mine”, a former producing gold and silver mine;

“MMPR Application” means the licence referenced in the “Application to Become a Licensed Producer Under the Marihuana for Medical Purposes Regulations (MMPR)” submitted to Health Canada on or about June 27, 2014 by 098;

“Money Laundering Laws” has the meaning ascribed to such term in Section 3.1(y) hereof;

“MVM” means Mountain Valley Medicinals Inc., a company existing under the laws of the Province of British Columbia and a wholly owned subsidiary of MVMD;

“MVMD” has the meaning set forth in the preamble hereto;

“MVMD Amalgamation Special Resolution” means the special resolution of the shareholders of MVMD approving the Amalgamation;

“MVMD Acquisition Proposal” means, other than the transactions contemplated by this Agreement, any *bona fide* offer, proposal, expression of interest or inquiry from any Person made after the date hereof relating to any acquisition or sale, direct or indirect, whether in a single transaction or a series of related transactions (or any lease, licence or other arrangement having the same economic effect as a sale or other disposition), in a single transaction or a series of related transactions, or any plan of arrangement, merger, amalgamation, consolidation, share exchange, business combination, reorganization, recapitalization, liquidation, dissolution or other similar transaction, any or all of the foregoing which, if consummated, would result in a Person or group of Persons beneficially owning: (i) assets of MVMD that constitutes 100% or more of the fair market value of the assets of MVMD (on a consolidated basis) or contributes 100% or more of the revenue of MVMD, as the case may be (on a consolidated basis), and/or (ii) 100% or more of the voting or equity interests of MVMD;

“MVMD Board” means the board of directors of MVMD;

“MVMD Business” means the business, prospects or affairs, carried on by MVMD in the cannabis industry as at the date hereof;

“MVMD Class A Common Shares” means the Class A common voting shares in the capital of MVMD;

“MVMD Class B Common Shares” means the Class B common voting shares in the capital of MVMD;

“MVMD-C” means MVMD (Colombia) Inc., a corporation existing under the laws of the Province of Ontario and a wholly owned subsidiary of MVMD;

“MVMD Financing Fee” means the loan administration fee payable by Meadow Bay to or as directed by MVMD in connection with the Meadow Bay Financing, equal to seven percent (7%) of: a) the aggregate principal amount of the Meadow Bay Convertible Debenture Units; and b) that portion of the Meadow Bay Financing delivered by MVMD, if applicable, to be withheld by or on behalf of MVMD from any monies actually delivered by MVMD to Meadow Bay;

“MVMD Meeting” means the special meeting of the shareholders of MVMD to approve the Amalgamation, and certain other matters;

“MVMD Nominee” means each director nominee for appointment to the Meadow Bay Board who is nominated by MVMD prior to the completion of the Amalgamation;

“MVMD Notice” means the notice of meeting sent to the shareholders of MVMD in connection with the MVMD Meeting;

“MVMD Options” means the 8,288,500 incentive stock options of MVMD outstanding as of the date of this Agreement each entitling the holder to acquire a MVMD Class A Common Share at an exercise of \$0.05 per share;

“MVMD Private Placement” means one or more private placements of securities of MVMD;

“MVMD Securities” means the MVMD Shares, the MVMD Options and the MVMD Warrants;

“MVMD Shareholders” means the holders of MVMD Shares;

“MVMD Shares” means, collectively, the MVMD Class A Common Shares and the MVMD Class B Common Shares;

“MVMD Subsidiaries” means MVM, 098 (as a wholly owned subsidiary of MVM) and MVMD-C;

“MVMD Warrants” means the share purchase warrants of MVMD outstanding as of the date of this Agreement, each entitling the holder to acquire one MVMD Class B Common Share;

“OBCA” means the *Business Corporations Act* (Ontario), as amended and any legislation enacted in substitution therefor;

“Owned Real Property” means real property owned by MVMD or Meadow Bay, as applicable, and real property, other than Leased Real Property, in which MVMD or Meadow Bay, as applicable, directly or indirectly, have an ownership interest;

“Permit” means any license, permit, certificate, consent, order, grant, approval, classification, registration or other authorization of and from any Governmental Entity;

“Person” includes an individual, partnership, association, unincorporated organization, trust and corporation and a natural person acting in such person’s individual capacity or in such person’s capacity as trustee, executor, administrator, agent or other legal representative;

“Personally Identifiable Information” means any information that alone or in combination with other information held by MVMD or Meadow Bay, as applicable, can be used to specifically identify a Person’s name, street address, telephone number, e-mail address, photograph, social insurance number, driver’s license number, passport number, credit or debit card number or customer or financial account number or any similar information that is treated as “Personally Identifiable Information” under any Applicable Laws;

“Pre-Consolidation Meadow Bay Shares” means the common shares in the authorized share structure of Meadow Bay before the Consolidation;

“Pre-Consolidation Meadow Bay Options” means the incentive stock options to acquire common shares in the authorized share structure of Meadow Bay before the Consolidation;

“Pre-Consolidation Meadow Bay Warrants” means the share purchase warrants to acquire common shares in the authorized share structure of Meadow Bay before the Consolidation;

“Real Property Leases” means contracts pursuant to which MVMD or Meadow Bay, as applicable, uses or occupies the Leased Real Property;

“Registrar and Transfer Agent” means Computershare Investor Services Inc., and any other Person which may be appointed as registrar and transfer agent of Meadow Bay from time to time;

“Release” means any release, spill, emission, leaking, pumping, pouring, emitting, emptying, escape, injection, deposit, disposal, discharge, dispersal, dumping, leaching or migration of Hazardous Substance in the indoor or outdoor environment, including the movement of Hazardous Substance through or in the air, soil, surface water, groundwater or property;

“Representatives” means, collectively, in respect of a Person, (a) its directors, officers, employees, agents, representatives and any financial advisor, law firm, accounting firm or other professional firm retained to assist the Person in connection with the transactions contemplated in this Agreement, and (b) the Person’s affiliates and subsidiaries and the directors, officers, employees, agents and representatives and advisors thereof;

“Sanctions” has the meaning ascribed to such term in Section 3.1(w) hereof;

“Securities Act” means the *Securities Act* (Ontario) and the rules, regulations and published policies made thereunder, as now in effect and as they may be promulgated or amended from time to time;

“Securities Authorities” means the securities commissions or other securities regulatory authorities in Alberta, British Columbia and Ontario;

“Securities Laws” means the Securities Act, together with all applicable Canadian provincial securities laws, rules and regulations and published policies thereunder as now in effect and as they may be promulgated or amended from time to time;

“SN” means Sativa Nativa S.A.S., a corporation existing under the laws of the Republic of Colombia, which is engaged in the business of cultivation of cannabis;

“SN Interest” means the 25% equity interest held by MVMD-C;

“Software” means all computer programs and all updates, upgrades and all versions thereof owned or licensed, by MVMD or Meadow Bay, as applicable, and developed, sold, licensed to third parties, marketed or supported by MVMD or Meadow Bay, as applicable, in the normal course of their respective businesses, including but not limited to all computer software code, applications, utilities, development tools, diagnostics, databases and embedded systems, whether in source code, interpreted code or object code form, program files, data files, computer related data, field and data definitions and relationships, data definitions specifications, data models, programs and systems logic, interfaces, program modules, routines, sub-routines, algorithms, program architecture, design concepts, system designs, program structure, sequence and organization, screen displays and report layouts;

“Subco” has the meaning set forth in the preamble hereto;

“Subco Amalgamation Special Resolution” means the special resolution of Meadow Bay, as sole shareholder of Subco, approving the Amalgamation;

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

“Tangible Personal Property” means machinery, equipment, furniture, furnishings, office equipment, computer hardware, vehicles and tangible assets owned and currently used by MVMD or Meadow Bay, as applicable, excluding all of their obsolete and non-functional assets;

“Tax Act” means the *Income Tax Act* (Canada), as amended from time to time;

“Taxes” in respect of a Party means: any and all taxes, imposts, levies, withholdings, duties, fees, premiums, assessments and other charges of any kind, however denominated and instalments in respect thereof, including any interest, penalties, fines or other additions that have been, are or will become payable in respect thereof, imposed by any Governmental Entity, including for greater certainty all income or profits, taxes (including federal, provincial, state, municipal and territorial income taxes), payroll and employee withholding taxes, employment taxes, unemployment insurance, disability taxes, social insurance taxes, sales and use taxes, *ad valorem* taxes, excise taxes, goods and services taxes, harmonized sales taxes, franchise taxes, gross receipts taxes, capital taxes, business license taxes, alternative minimum taxes, estimated taxes, abandoned or unclaimed (*escheat*) taxes, occupation taxes, real and personal property taxes, stamp taxes, environmental taxes, transfer taxes, severance taxes, workers’ compensation, Canada, Ontario, and other government pension plan premiums or contributions and other governmental charges, and other obligations of the same or of a similar nature to any of the foregoing, which such Party or any of its subsidiaries is required to pay, withhold or collect, together with any interest, penalties or other additions to tax that may become

payable in respect of such taxes, and any interest in respect of such interest, penalties and additions whether disputed or not;

“Technical Information” means know-how and related technical knowledge owned, used or held by MVMD or Meadow Bay, as applicable, including: (a) trade secrets, confidential information and other proprietary know-how; (b) public information and non-proprietary know-how; (c) information of a scientific, technical, financial or business nature regardless of its form; (d) uniform resource locators, domain names, telephone, telecopy, internet protocol and email addresses, and UPC consumer packaging codes; and (e) documented research, forecasts, studies, marketing plans, budgets, market data, developmental, demonstration or engineering work, information that can be used to define a design or process or procure, produce, support or operate material and equipment, methods of production and procedures, all formulas and designs and drawings, blueprints, patterns, plans, flow charts, parts lists, manuals and records, specifications, and test data;

“Technology” means Intellectual Property, Technical Information and Information Technology;

“Termination Date” means the date upon which this Agreement is terminated, if applicable, pursuant to section 11 of this Agreement; and

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

“Winchester” means Winchester MD Limited, a private limited company formed under the Companies Act (2006) (UK).

“Winchester Interest” means 700,000 ordinary shares in Winchester, being a non-controlling interest.

- 1.2 Parties.** Meadow Bay, MVMD and Subco and each Person that becomes a party hereto in accordance with the terms hereof are collectively referred to as **“Parties”** and individually as a **“Party”**.
- 1.3 Interpretation Not Affected by Headings.** The division of this Agreement into Articles and Sections 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 or Schedule by number or letter or both refer to the Article, Section or Schedule, respectively, bearing that designation in this Agreement.
- 1.4 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.
- 1.5 Date for Any Action.** If the date on or by which any action is required or permitted to be taken hereunder by a Party is not a Business Day, such action shall be required or permitted to be taken on the next succeeding day which is a Business Day.
- 1.6 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.

- 1.7 Accounting Matters.** Unless otherwise stated, all accounting terms used in this Agreement shall have the meanings attributable thereto under IFRS and all determinations of an accounting nature required to be made shall be made in a manner consistent with IFRS consistently applied.
- 1.8 Knowledge.** In this Agreement, references to “the knowledge of Meadow Bay” means the actual collective knowledge of Robert Dinning and Keith Margetson, in their respective capacities as President & Chief Executive Officer and Chief Financial Officer of Meadow Bay. In this Agreement, references to “the knowledge of MVMD” means the actual collective knowledge of the President & Chief Executive Officer and Chief Financial Officer of MVMD.

ARTICLE 2

AMALGAMATION

2.1 Implementation Steps.

- (a) Meadow Bay and MVMD agree to effect the combination of their respective businesses and assets by way of a “three-cornered amalgamation” between Meadow Bay, MVMD and Subco.
- (b) MVMD covenants in favour of Meadow Bay that it shall call a meeting of its shareholders to approve the MVMD Amalgamation Special Resolution as soon as reasonably practicable.
- (c) Meadow Bay covenants in favour of MVMD that it shall call a meeting of its shareholders to approve the Amalgamation as soon as reasonably practicable and in consultation with MVMD.
- (d) Meadow Bay covenants in favour of MVMD that it shall in its capacity as the sole shareholder of Subco, approve and execute the Subco Amalgamation Special Resolution as soon as reasonably practicable.
- (e) Each of MVMD, Subco and Meadow Bay covenants to each other to use their commercially reasonable efforts to perform their respective obligations under this Agreement.

- 2.2 Securities Compliance.** MVMD and Meadow Bay shall use commercially reasonable efforts to obtain all orders required from the applicable Governmental Entities to permit the issuance in a jurisdiction of Canada to residents of Canada and the issuance of the securities in the United States pursuant to an exemption under the United States Securities Act of 1933, as amended, and state securities laws to residents of the United States, if applicable, of Meadow Bay Securities issuable pursuant to the Amalgamation without qualification with, or approval of, or the filing of any prospectus or similar document, or the taking of any proceeding with, or the obtaining of any further order, ruling or consent from, any Governmental Entity under any Canadian federal, provincial or territorial securities or other Applicable Laws or pursuant to the rules and regulations of any Governmental Entity administering such Applicable Laws, or the fulfillment of any other legal requirement in any such jurisdiction other than for any required filings under National Instruments 51-102 or 45-106 and any filings required by the CSE. Securities will

not be delivered to United States residents unless the holder provides satisfactory evidence that an exemption from registration is available.

2.3 Preparation of Filings.

- (a) MVMD and Meadow Bay shall co-operate in:
 - (i) the preparation of any application for any orders or documents reasonably deemed by MVMD or Meadow Bay to be necessary to discharge their respective obligations under Applicable Laws in connection with this Agreement and the Amalgamation;
 - (ii) the taking of all such action as may be required under any Securities Laws in connection with the issuance of Meadow Bay Securities and, as applicable, any securities issuable upon the exercise thereof in connection with the Amalgamation; provided, however, that with respect to Canadian provincial qualifications neither MVMD nor Meadow Bay shall be required to register or qualify as a foreign corporation or to take any action that would subject it to service of process in any jurisdiction where such entity is not now so subject, except as to matters and transactions arising solely from the issuance of Meadow Bay Securities issuable in connection with the Amalgamation; and
 - (iii) the taking of all such action as may be required under the OBCA in connection with the Amalgamation.
- (b) Each of MVMD and Meadow Bay shall promptly furnish to the other all information concerning it and its security holders as may be required for the effectuation of the actions described in Sections 2.1 and 2.2 and the foregoing provisions of this Section 2.3, and each covenants that no information furnished by it (to its knowledge in the case of information concerning its shareholders) in connection with such actions or otherwise in connection with the consummation of the Amalgamation will contain any misrepresentation.
- (c) Regulatory submissions, including filings and correspondences with the CSE shall be led jointly by Meadow Bay and MVMD, and each Party shall have the opportunity to provide input and participate in all such submissions, filings and correspondences.
- (d) Each of MVMD and Meadow Bay shall promptly notify the other if at any time before the Effective Time it becomes aware that the MVMD Notice or an application for an order described in Section 2.2 contains any misrepresentation or that otherwise requires an amendment or supplement to the MVMD Notice or such application. In any such event, MVMD and Meadow Bay shall co-operate in the preparation of a supplement or amendment to the MVMD Notice or such other document, as required and as the case may be, and, if required by Applicable Law, shall cause the same to be filed with the relevant regulatory authorities, as applicable.
- (e) Meadow Bay and MVMD will be required to submit for review to the CSE the Listing Statement and/or other filings which must contain full, true and plain disclosure of

all material facts relating to the Amalgamation and Meadow Bay's acquisition of the MVMD Shares. Each Party agrees to make available to the other Parties all necessary information, records, personal, financial statements, studies and other information as the other Parties may require in connection with the preparation of such Listing Statement and filings with the CSE, and after review of the recipient Party and satisfaction with same, the other Parties agree to certify that the information in such information circular or similar filing with respect to such Party constitutes full, true and plain disclosure regarding such Party.

2.4 Matters Related to the Meadow Bay Meeting of Shareholders and the Meadow Bay Board

- (a) Calling of Meeting. Meadow Bay will call the Meadow Bay Meeting and prepare and mail the Meadow Bay Circular to the Meadow Bay Shareholders. Meadow Bay shall not amend or supplement the Meadow Bay Circular without the prior written consent of MVMD, such consent not to be unreasonably withheld or delayed.
- (b) Meadow Bay Circular. Meadow Bay may be required to submit for review to the CSE the Meadow Bay Circular and/or other filings which must contain full, true and plain disclosure of all material facts relating to particular matters to be acted on by Meadow Bay Shareholders. MVMD agrees to make available to Meadow Bay all necessary information including, but not limited to, records, financial statements, studies and other information as Meadow Bay may require in connection with the preparation of the Meadow Bay Circular, and after reviewing the Meadow Bay Circular and being satisfied with the disclosure contained therein as it relates to MVMD and the MVMD Business, MVMD agrees to direct its officers and directors to certify that the information in such Meadow Bay Circular with respect to MVMD and the MVMD Business constitutes full, true and plain disclosure regarding MVMD.
- (c) Directors of Meadow Bay. The Parties agree that the directors of Meadow Bay (the "**Meadow Bay Board**") immediately after Closing shall be as determined by MVMD as soon as practicable after the execution of this Agreement.
- (d) Management of Meadow Bay. The management of Meadow Bay appointed by the directors of Meadow Bay immediately after Closing shall be as determined by the directors.

2.5 Filing of Articles of Amalgamation. Subject to the rights of termination contained in Article 11 hereof, upon satisfaction and/or waiver of all Conditions Precedent, Subco and MVMD shall jointly file with the Director the Articles of Amalgamation and such other documents as are required to be filed under the OBCA to give effect to the Amalgamation.

2.6 Effect of Amalgamation. At the Effective Time, the following shall occur and shall be deemed to occur in the following order without any further act or formality:

- (a) Subco and MVMD shall amalgamate to form Amalco and shall continue as one corporation under the OBCA in the manner set out in Section 2.7 hereof and with the effect as set out in Section 179 of the OBCA; and

- (b) immediately upon the Amalgamation:
 - (i) Every MVMD Share prior to the Amalgamation shall entitle the holder thereof to be issued and to receive, subject to Section 2.8, one (1) fully-paid and non-assessable post-Consolidation Meadow Bay Share; and
 - (ii) Every Subco Share prior to the Amalgamation shall entitle the holder thereof to be issued and to receive one (1) fully-paid and non-assessable Amalco Share;

provided that none of the foregoing shall occur or shall be deemed to occur unless all of the foregoing occur.

2.7 Amalgamated Corporation. Unless and until otherwise determined in the manner required by law, by Amalco or by its directors or the holder of the Amalco Shares, the following provisions shall apply:

- (a) Name. The name of Amalco shall be “Mountain Valley MD Inc.”, or such other name as the Parties may otherwise agree to in writing.
- (b) Registered Office. The registered office address of Amalco shall be at 2425 Matheson Blvd. E., 8th Floor, Mississauga, Ontario L4W 5K4.
- (c) Authorized Capital. Amalco shall be authorized to issue an unlimited number of Amalco Shares which shall have the rights, privileges, restrictions and conditions set forth in the Articles of Amalgamation.
- (d) Restrictions on Share Transfer. Securities of Amalco may not be transferred without the written consent of the directors of Amalco.
- (e) Number of Directors. The minimum number of directors of Amalco shall be one and the maximum number of directors of Amalco shall be ten.
- (f) First Director. The initial director of Amalco, who is a resident Canadian, and the address for service of such initial director, are as follows:

<u>Name</u>	<u>Address</u>
Dennis Hancock	c/o ECS Law, 2425 Matheson Blvd. E., 8 th Floor, Mississauga, ON L4W 5K4

- (g) First Auditors. The first auditors of Amalco shall be MNP LLP, Chartered Accountants. The first auditors of Amalco shall hold office until the first annual meeting of shareholders of Amalco following the Amalgamation, or until their successor is appointed.
- (h) Restrictions on Business. There shall be no restrictions on the business that Amalco may carry on or the powers that Amalco may exercise.
- (i) Fiscal Year. The fiscal year end of Amalco shall be as determined by its directors.

- (j) Articles of Amalgamation and By-laws. The Articles of Amalgamation shall be in the form mutually agreed by the Parties, acting reasonably, and the by-laws of Amalco shall be the by-laws of Subco (the “**Subco Bylaws**”). A copy of the Subco Bylaws may be reviewed at the offices of Gowling WLG (Canada) LLP at 160 Elgin Street, Suite 2600, Ottawa, Ontario K1P 1C3.

- 2.8 Extinguishment of Rights.** Any certificate which immediately prior to the Effective Time represented outstanding MVMD Shares that are not held by a Dissenting MVMD Shareholder who is ultimately entitled to be paid fair value of the MVMD Shares held by such Dissenting MVMD Shareholder that has not been deposited with all other instruments required by the Registrar and Transfer Agent on or prior to the earlier of the second anniversary of the Effective Date shall cease to represent a claim or interest of any kind or nature as a holder of Meadow Bay Shares. On such date, Meadow Bay Shares (and any dividends or distributions with respect thereto) to which the former holder of the certificate referred to in the preceding sentence was ultimately entitled shall be deemed to have been surrendered for no consideration to Meadow Bay together with all entitlements to dividends, distributions and interest in respect thereof held for such former holder. None of MVMD, Meadow Bay or the Registrar and Transfer Agent shall be liable to any Person in respect of any Meadow Bay Shares (or dividends and/or distributions) delivered to a public official pursuant to and in compliance with any applicable abandoned property, escheat or similar Applicable Law.
- 2.9 Stated Capital.** The amount added to the stated capital of Meadow Bay in respect of Meadow Bay Shares issuable pursuant to Section 2.6 shall be equal to the stated capital, determined immediately before the Effective Time, of the MVMD Shares and the Amalco Shares issued pursuant to Section 2.6.
- 2.10 Delivery of Securities.** Following the Amalgamation, Meadow Bay shall issue or cause to be issued certificates representing the number of Meadow Bay Shares to which former holders of MVMD Shares (other than Dissenting MVMD Shareholders) are entitled, upon such former holder depositing the former holder’s certificate formerly representing the MVMD Shares with the Registrar and Transfer Agent or an affidavit regarding any lost, stolen or destroyed certificate. Certificates formerly representing MVMD Shares shall cease to represent any claim upon or interest in MVMD other than the right of the registered holder to receive the number of Meadow Bay Shares to which it is entitled pursuant to the terms hereof and subject to Section 2.8.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES OF MEADOW BAY

- 3.1** Meadow Bay hereby represents and warrants to MVMD as at the date hereof and as at the Closing Date and acknowledges and confirms that MVMD is relying upon such representations and warranties in connection with the Amalgamation as follows:
- (a) Organization and Qualification. Meadow Bay is a company duly incorporated and validly existing under the BCBCA and has all necessary corporate or legal power and capacity to own its property and assets as now owned and to carry on the Meadow Bay Business as it is now being conducted. Each Meadow Bay Subsidiary is a corporation duly incorporated and validly existing under the laws of its jurisdiction of incorporation and has all necessary corporate or legal power and capacity to own its property and assets as now owned and to carry on the Meadow

Bay Business as it is now being conducted. A true and complete copy of the constating documents of Meadow Bay and the Meadow Bay Subsidiary have been provided to MVMD. Meadow Bay and the Meadow Bay Subsidiaries are duly registered, licensed or otherwise authorized and qualified to do business and is in good standing in each jurisdiction in which the character of its properties, owned, leased, licensed or otherwise held, or the nature of its activities, makes such qualification necessary, except where the failure to be so registered or in good standing or to have such permits would not have a Material Adverse Effect on Meadow Bay (or the Meadow Bay Subsidiaries).

- (b) Authority Relative to this Agreement. Meadow Bay has all necessary corporate power and capacity to enter into this Agreement and all other agreements and instruments to be executed by Meadow Bay as contemplated by this Agreement, and to perform its obligations hereunder and under such agreements and instruments. The execution and delivery of this Agreement by Meadow Bay and the performance by Meadow Bay of its obligations under this Agreement have been duly authorized by the board of directors of Meadow Bay in the manner contemplated herein and no other corporate proceedings on its part are necessary to authorize this Agreement. This Agreement has been duly executed and delivered by Meadow Bay and constitutes a legal, valid and binding obligation of Meadow Bay, enforceable against Meadow Bay in accordance with its terms, subject to the qualification that such enforceability may be limited by bankruptcy, insolvency, reorganization or other Applicable Laws of general application relating to or affecting rights of creditors and that equitable remedies, including specific performance, are discretionary and may not be ordered.
- (c) No Violation. To the knowledge of Meadow Bay, neither the authorization, execution and delivery of this Agreement by Meadow Bay nor the completion of the Amalgamation, nor the performance of its obligations herein, nor compliance by Meadow Bay with any of the provisions hereof will:
- (i) result in a violation or breach of, constitute a default (or an event which, with notice or lapse of time or both, would become a default), require any consent or approval to be obtained (other than CSE Approval) or notice to be given under, or give rise to any third party right of termination, cancellation, suspension, acceleration, penalty or payment obligation or right to acquire or sale under, any provision of:
 - (A) its articles, charters or by-laws or other comparable organizational documents;
 - (B) any Permit or Material Contract to which Meadow Bay is a party or to which it, or any of its properties or assets, may be subject or by which it is bound; or
 - (C) any Applicable Laws, regulation, order, judgment or decree applicable to Meadow Bay or any of its properties or assets;
 - (ii) give rise to any rights of first refusal or trigger any change in control provisions, rights of first offer or first refusal or any similar provisions or any restrictions or limitation under any note, bond, mortgage, indenture,

Material Contract, license, franchise or Permit, except, to the extent that any of the foregoing instruments are material to Meadow Bay, where waivers to such rights have been obtained by Meadow Bay;

- (iii) give rise to any termination or acceleration of indebtedness, or cause any third party indebtedness to come due before its stated maturity or cause any available credit to cease to be available;
 - (iv) result in the imposition of any Encumbrance upon any of the property or assets of Meadow Bay or restrict, hinder, impair or limit the ability of Meadow Bay to conduct Meadow Bay Business which would reasonably be expected to have a Material Adverse Effect on Meadow Bay; or
 - (v) result in any material payment (including retention, severance, unemployment compensation, golden parachute, bonus or otherwise) becoming due to any director, officer or employee of Meadow Bay, or increase any benefit payable to such director, officer or employee by Meadow Bay, or result in the acceleration of the time of payment or vesting of any such benefits.
- (d) Capitalization. The authorized share structure of Meadow Bay consists of an unlimited number of common shares. As at the date hereof, 50,056,229 Pre-Consolidation Meadow Bay Shares, 3,862,500 Pre-Consolidation Meadow Bay Options, and 18,815,722 Pre-Consolidation Meadow Bay Warrants are issued and outstanding. Except as set forth above, there are no other options, warrants, conversion privileges or other rights, shareholder rights plans, agreements, arrangements or commitments (pre-emptive, contingent or otherwise) of any character whatsoever requiring or which may require the issuance, sale or transfer by Meadow Bay of any securities of Meadow Bay, or any securities or obligations convertible into, or exchangeable or exercisable for, or otherwise evidencing a right or obligation to acquire, any securities of Meadow Bay. All outstanding Pre-Consolidation Meadow Bay Shares have been duly authorized and validly issued, and are fully paid and non-assessable.
- (e) Reporting Status and Securities Laws Matters. Meadow Bay is a “reporting issuer” and not on the list of reporting issuers in default under applicable Canadian provincial Securities Laws applicable in the Provinces of British Columbia, Alberta and Ontario. The Pre-Consolidation Meadow Bay Shares are listed on the CSE.
- (f) Public Filings. Since April 1, 2011, Meadow Bay has filed all documents required to be filed by it in accordance with applicable Securities Laws with the Securities Authorities to maintain Meadow Bay’s status as a reporting issuer not on the list of reporting issuers in default under applicable Canadian provincial Securities Laws in the Provinces of British Columbia, Alberta and Ontario. To the knowledge of Meadow Bay, all such documents and information comprising Meadow Bay Public Disclosure Record, as of their respective dates (and the dates of any amendments thereto), (1) did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading, and (2) complied in all material respects with the requirements of applicable Securities Laws (except as disclosed in the Meadow Bay Public Disclosure Record), and any

amendments to Meadow Bay Public Disclosure Record required to be made by the Securities Authorities have been filed on a timely basis with the Securities Authorities. Meadow Bay has not filed any confidential material change report with any Securities Authorities that at the date of this Agreement remains confidential. There has been no change in a material fact or a material change (as those terms are defined under the Securities Act) in any of the information contained in Meadow Bay Public Disclosure Record, except for changes in material facts or material changes that are reflected in a subsequently filed document included in Meadow Bay Public Disclosure Record.

- (g) Meadow Bay Financial Statements. To the knowledge of Meadow Bay, Meadow Bay's audited financial statements as at and for the years ended March 31, 2018 and 2017 (including the notes thereto and related management's discussion and analysis) were prepared in accordance with IFRS, respectively, consistently applied (except as otherwise indicated in such financial statements and the notes thereto or in the related report of Meadow Bay's independent auditors) and present fairly in all material respects the financial condition, results of operations and changes in financial position of Meadow Bay as of the dates thereof and for the periods indicated therein and reflect reserves required by IFRS, as applicable, in respect of all material contingent liabilities, if any, of Meadow Bay.
- (h) Ownership of Subsidiaries. Except for Subco and Desert Hawk, Meadow Bay does not beneficially own, or exercise control or direction over, 10% or more of the outstanding voting shares of any company and does not own any securities or, have any interest in any joint venture entity or other Person.
- (i) Books and Records. To the knowledge of Meadow Bay, the financial books, records and accounts of Meadow Bay: (i) have been maintained in accordance with Applicable Laws; and (ii) are stated in reasonable detail and accurately and fairly reflect the material transactions, acquisitions and dispositions of the assets of Meadow Bay.
- (j) Minute Books. The corporate minute books of Meadow Bay contain resolutions of the board of directors of Meadow Bay and committees thereof, and shareholders or members, as applicable, held according to Applicable Laws and are complete and accurate in all material respects.
- (k) No Proceedings. To the knowledge of Meadow Bay, no proceedings have been taken, instituted or are pending for the dissolution, winding-up or liquidation of Meadow Bay or the Meadow Bay Subsidiaries and no board approvals have been given to commence any such proceedings.
- (l) No Undisclosed Liabilities. To the knowledge of Meadow Bay, neither Meadow Bay nor the Meadow Bay Subsidiaries have outstanding indebtedness, liability or obligation (including liabilities or obligations to fund any operations or work or exploration program, to give any guarantees or for Taxes), whether accrued, absolute, contingent or otherwise, and are not party to or bound by any suretyship, guarantee, indemnification or assumption agreement, or endorsement of, or any other similar commitment with respect to the obligations, liabilities or indebtedness of any Person, other than those specifically disclosed in Meadow Bay Public Disclosure Record filed prior to the date of this Agreement, specifically identified

in the Financial Statements of Meadow Bay, or incurred in the ordinary course of business or in connection with the transactions contemplated herein or maintaining Meadow Bay's status as a reporting issuer not on the list of reporting issuers in default under applicable Canadian provincial Securities Laws applicable in the Provinces of British Columbia, Alberta and Ontario.

- (m) No Material Change. To the knowledge of Meadow Bay, since March 31, 2018 except as disclosed in the Meadow Bay Public Disclosure Record:
- (i) there has not occurred any event that constituted or with the passage of time would constitute a Material Adverse Effect in respect of Meadow Bay or the Meadow Bay Subsidiaries;
 - (ii) Meadow Bay has not effected or passed any resolution to approve a split, consolidation (other than the Consolidation, if applicable) or reclassification of any of the outstanding Meadow Bay Shares;
 - (iii) Meadow Bay has not effected any material change in its accounting methods, principles or practices;
 - (iv) there has been no dividend or distribution of any kind declared, paid or made by Meadow Bay on any Meadow Bay Shares;
 - (v) there has not occurred any event that constituted or with the passage of time would constitute a Material Adverse Effect in respect of Meadow Bay or Subco;
 - (vi) the business and property of Meadow Bay conform in all material respects to the description thereof contained in Meadow Bay Public Disclosure Record;
 - (vii) there has not been any material increase in or modification of the compensation payable to or to become payable by Meadow Bay to any of its directors, officers, employees or consultants or any grant to any such director, officer, employee or consultant of any increase in severance or termination pay or any increase or modification of any bonus, pension, insurance or benefit arrangement made to, for or with any of such directors, officers, employees or consultants; and
 - (viii) other than in the ordinary and regular course of business consistent with past practice, there has not been any incurrence, assumption or guarantee by Meadow Bay of any debt for borrowed money, any creation or assumption by Meadow Bay of any Encumbrance or any making by Meadow Bay or Subco of any loan, advance or capital contribution to, or investment in, any other Person.
- (n) Litigation. There is no material claim, action, suit, litigation, arbitration, inquiry, grievance, complaint, investigation or other proceeding that has been commenced or, to the knowledge of Meadow Bay, is pending or threatened against or relating to Meadow Bay or the Meadow Bay Subsidiaries or affecting any of their property or assets at law or in equity before or by any Governmental Entity, including

matters arising under Environmental Laws, which, individually or in the aggregate, if determined adversely to Meadow Bay, has or could reasonably be expected to result in liability to Meadow Bay. Neither Meadow Bay nor its assets or properties is subject to any outstanding judgment, order, rule, writ, injunction or decree of any court, government department, commission, agency or arbitrator.

- (o) Accuracy of Information. Meadow Bay has made available to MVMD all material information concerning Meadow Bay and the Meadow Bay Subsidiaries, and all such information as made available to MVMD is accurate, true and correct in all material respects.
- (p) No Payments. There are no payments required to be made to directors, officers and employees of Meadow Bay as a result of the Amalgamation under any contract, settlements, bonus plans, retention agreements, change of control agreements and severance obligations (whether resulting from termination, change of control or alteration of duties).
- (q) Taxes. To the knowledge of Meadow Bay:
 - (i) Since April 1, 2011, each of Meadow Bay and the Meadow Bay Subsidiaries have filed or caused or will cause to be filed all returns required to be filed by Applicable Law on or before the Closing Date. All such filed returns are correct and complete in all material respects. Meadow Bay has timely paid all material Taxes that are due and payable by Meadow Bay, including all instalments on account of taxes for the current year that are due and payable by Meadow Bay whether or not assessed (or reassessed) by the appropriate Governmental Entity, and has, as applicable, timely remitted such Taxes to the appropriate Governmental Entity under Applicable Law. There are no Encumbrances for Taxes upon any of the assets or properties of Meadow Bay.
 - (ii) There is no material dispute or claim, including any audit, investigation or examination by any Governmental Entity, actual, pending or threatened, concerning any Tax liability of Meadow Bay, and no written notice of such an audit, investigation, examination, material dispute or claim has been received by Meadow Bay.
 - (iii) Neither Meadow Bay nor the Meadow Bay Subsidiaries have requested, or entered into any agreement or other arrangement, or executed any waiver providing for, any extension of time within which:
 - (A) Meadow Bay or a Meadow Bay Subsidiary, as the case may be, is required to pay or remit any Taxes or amounts on account of Taxes (which have not since been paid or remitted); or
 - (B) any Governmental Entity may assess or collect Taxes for which Meadow Bay or a Meadow Bay Subsidiary, as the case may be, is liable.
 - (iv) Since April 1, 2011, Meadow Bay has not acquired property or services from, or disposed of property or provided services to, any Person with

whom it does not deal at arm's length, within the meaning of the Tax Act, for an amount that is other than the fair market value of such property or services.

- (v) Since April 1, 2011, for all transactions between Meadow Bay and any Person who is not resident in Canada for purposes of the Tax Act with whom Meadow Bay was not dealing at arm's length for purposes of the Tax Act, Meadow Bay has made or obtained records or documents that meet the requirements of paragraphs 247(4)(a) to (c) of the Tax Act.
 - (vi) Since April 1, 2011, no written claim has been made by any Governmental Entity in a jurisdiction where Meadow Bay does not file returns that Meadow Bay is or may be subject to Taxes or is required to file returns in that jurisdiction.
 - (vii) There are no rulings or closing agreements relating to Meadow Bay which could affect Meadow Bay's liability for Taxes for any taxable period after the Closing Date. Meadow Bay has not requested an advance tax ruling from the Canada Revenue Agency or comparable rulings from other taxing authorities.
- (r) Issuance of Meadow Bay Securities. The Meadow Bay Shares issuable pursuant to the Amalgamation and Meadow Bay Shares upon the due exercise of any Meadow Bay Options and Meadow Bay Warrants will, when issued, be duly and validly issued as fully paid and non-assessable common shares in the authorized share structure of Meadow Bay.
- (s) Permits. To the knowledge of Meadow Bay:
- (i) Each of Meadow Bay and the Meadow Bay Subsidiaries have obtained and each is in material compliance with all material Permits required by Applicable Laws, necessary to conduct Meadow Bay Business as now being conducted and as proposed to be conducted in the next 12-month period; and
 - (ii) there are no facts, events or circumstances that would reasonably be expected to result in a failure to obtain or be in material compliance with such material Permits as are necessary to conduct Meadow Bay Business.
- (t) Assets. To the knowledge of Meadow Bay, except with respect to Technology of which Meadow Bay is not the sole beneficial and registered owner and leased assets to be described in the Financial Statements of Meadow Bay, Meadow Bay is the beneficial owner of its Assets or interests therein, including but not limited to the Mining Assets, has good and marketable title to all of its Assets, no Person has any contract or any right or privilege capable of becoming a right to purchase any personal property from Meadow Bay, and any and all agreements pursuant to which Meadow Bay holds any such interest in its Assets are valid and subsisting agreements in full force and effect, enforceable in accordance with their respective terms, and Meadow Bay is not, and will not be at the Effective Time, in material default of any of the provisions of any such agreement nor has any default been alleged and, such Assets are in good standing under the applicable statutes, rules,

regulations, licenses and permits of the jurisdiction in which they are situated and all leases pursuant to which Meadow Bay derives its interest in such Assets are in good standing and there has been no default under any of such leases.

- (u) Condition of Certain Assets. To the knowledge of Meadow Bay, the Tangible Personal Property is in good condition, repair and (where applicable) proper working order, reasonable wear and tear excepted having regard to its use and age, subject to normal maintenance and repair.
- (v) Qualification to do Business. Meadow Bay is registered, licensed or otherwise qualified to do business under the Applicable Laws of British Columbia, Subco is registered, licensed or otherwise qualified to do business under the Applicable Laws of Ontario and Desert Hawk is registered, licensed or otherwise qualified to do business under the Applicable Laws of Nevada, and neither the character nor the location of the properties and assets owned by Meadow Bay or the Meadow Bay Subsidiaries nor the nature of Meadow Bay Business requires registration, licensing or other qualification under the Applicable Laws of any other jurisdiction, except where the failure to be so registered, licensed or otherwise qualified to do business would not have a Material Adverse Effect on Meadow Bay.
- (w) Sanctions. Neither Meadow Bay, the Meadow Bay Subsidiaries, nor, to the knowledge of Meadow Bay, any director, officer, agent, employee or affiliate of Meadow Bay, have had any sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department, the Government of Canada or any other relevant sanctions authority (collectively, “**Sanctions**”) imposed upon such Person, and Meadow Bay is not in violation of any of the Sanctions or any Applicable Law or executive order relating thereto, or is conducting business with any Person subject to any Sanctions.
- (x) Compliance with Anti-Corruption Laws. To the knowledge of Meadow Bay, neither Meadow Bay nor the Meadow Bay Subsidiaries have violated the *Corruption of Foreign Public Officials Act (Canada)* or the *U.S. Foreign Corrupt Practices Act*, or the anti-corruption Applicable Laws of any other jurisdiction where Meadow Bay Business is carried on.
- (y) Anti-Money Laundering. to the knowledge of Meadow Bay, the operations of Meadow Bay and the Meadow Bay Subsidiaries are and have been conducted at all times in compliance with applicable financial record-keeping and reporting requirements of the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada)*, and the money laundering statutes of all applicable jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines issued, administered or enforced by any Governmental Entity (collectively, the “**Money Laundering Laws**”) and no action, suit or proceeding by or before any court or Governmental Entity or any arbitrator involving Meadow Bay with respect to the Money Laundering Laws is pending or threatened.
- (z) Intellectual Property.
 - (i) To the knowledge of Meadow Bay, Meadow Bay owns, or has obtained valid and enforceable licenses for, or other rights to use, the Intellectual

Property of Meadow Bay; Meadow Bay has no knowledge that Meadow Bay lacks or will be unable to obtain any rights or licenses to use all Intellectual Property necessary and material for the conduct of Meadow Bay Business; to the knowledge of Meadow Bay, no third parties have rights to any Intellectual Property of Meadow Bay, except for the ownership rights of the owners of the Licensed IP or except for any licenses of use granted by Meadow Bay therein; and

- (ii) Meadow Bay has not received any notice or claim (whether written, oral or otherwise) challenging the ownership or right to use of any of the Intellectual Property or suggesting that any other Person has any claim of legal or beneficial ownership or other claim or interest with respect thereto, nor is there a reasonable basis for any claim that any Person other than Meadow Bay have any claim of legal or beneficial ownership or other claim or interest in any of the Intellectual Property.
- (aa) Material Contracts. Each Material Contract of Meadow Bay has been duly disclosed, forming a part of the Meadow Bay Disclosure Record, and is a legal, valid and binding obligation of Meadow Bay (or the Meadow Bay Subsidiaries), enforceable against Meadow Bay (or the Meadow Bay Subsidiaries) in accordance with its terms and neither Meadow Bay nor any other party to a Material Contract is in default thereunder.
 - (bb) Owned Real Property. Neither Meadow Bay nor the Meadow Bay Subsidiaries hold an interest in Owned Real Property other than as duly disclosed and forming a part of the Meadow Bay Disclosure Record.
 - (cc) Leased Real Property.
 - (i) Neither Meadow Bay nor the Meadow Bay Subsidiaries hold an interest in Leased Real Property other than as duly disclosed and forming a part of the Meadow Bay Disclosure Record;
 - (ii) The Real Property Leases have not been altered or amended and are in full force and effect. There are no Contracts between the landlord and tenant, or sub-landlord and subtenant, or other relevant parties relating to the use and occupation of the Leased Real Property, other than as contained in the Real Property Leases; and
 - (iii) To the knowledge of Meadow Bay, Meadow Bay (or the Meadow Bay Subsidiaries) has a good and valid leasehold interest in and to its Leased Real Property of which it is a tenant, free and clear of all Encumbrances.
 - (dd) Environmental Matters. To the knowledge of Meadow Bay:
 - (i) Meadow Bay, directly and through the Meadow Bay Subsidiaries, has carried on Meadow Bay Business and operations in compliance with all applicable Environmental Laws and all terms and conditions of all Environmental Permits;

- (ii) Neither Meadow Bay nor the Meadow Bay Subsidiaries have received any order, request or notice from any Person alleging a material violation of any Environmental Law; and
 - (iii) Neither Meadow Bay nor the Meadow Bay Subsidiaries are involved in remediation operations and does not know of any facts, circumstances or conditions, including any release of Hazardous Substance, that would reasonably be expected to result in any Environmental Liabilities.
- (ee) Compliance with Applicable Laws. To the knowledge of Meadow Bay, Meadow Bay (and as applicable the Meadow Bay Subsidiaries) have complied with and is not in violation of any Applicable Laws, including all of the CSE Policies, other than non-compliance or violations which would not, individually or in the aggregate, have a Material Adverse Effect on Meadow Bay, and it has not received any written notices or other correspondence from any Governmental Entity regarding any circumstances that have existed or currently exist which would lead to a loss, suspension, or modification of, or a refusal to issue, any material license, permit, authorization, approval, registration or consent of a Governmental Entity relating to its activities which would reasonably be expected to restrict, curtail, limit or adversely affect the ability of Meadow Bay to operate Meadow Bay Business in a manner proposed and which would have a Material Adverse Effect on Meadow Bay.
- (ff) Employment Matters.
 - (i) Neither Meadow Bay nor the Meadow Bay Subsidiaries are a party to any written or oral agreement, arrangement, plan, obligation, policy or understanding providing for severance or termination payments to, or any employment or consulting agreement with, any director, officer or employee of Meadow Bay; and
 - (ii) Each of Meadow Bay and the Meadow Bay Subsidiary have been and is now in compliance, in all material respects, with all Applicable Laws with respect to employment and labour and there are no current, or, to the knowledge of Meadow Bay, pending or threatened proceedings before any Governmental Entity with respect to any of the areas listed herein.
- (gg) Related-Party Transactions. With the exception of any contracts related to loans with officers and/or directors of Meadow Bay, bonus payments paid or payable to certain employees, senior executive officers or directors of Meadow Bay, or as otherwise disclosed to MVMD, there are no contracts or other transactions currently in place between Meadow Bay, and: (i) any officer or director of Meadow Bay; (ii) any holder of record or, to the knowledge of Meadow Bay, beneficial owner of 10% or more of Meadow Bay Shares; or (iii) any affiliate or associate of any such, officer, director, holder of record or beneficial owner, on the other hand.
- (hh) Restrictions on Business Activities. There is no arbitral award, judgment, injunction, constitutional ruling, order or decree binding upon Meadow Bay (or the Meadow Bay Subsidiaries) that has or could reasonably be expected to have the effect of prohibiting, restricting, or impairing any business practice of Meadow Bay, any acquisition or disposition of property by Meadow Bay, or the conduct of

Meadow Bay Business as currently conducted or as proposed, which could reasonably be expected to have a Material Adverse Effect on Meadow Bay.

- (ii) No Violations. To the knowledge of Meadow Bay, no filing or registration with, or authorization, consent or approval of any domestic or foreign public body or authority is necessary by Meadow Bay in connection with the consummation of the Amalgamation, except for such filings or registrations which, if not made, or for such authorizations, consents or approvals, which, if not received, would not have any Material Adverse Effect on the ability of Meadow Bay to consummate the transactions contemplated by this Agreement or any other agreement in connection with the Amalgamation, or operate its business in the ordinary course following the completion of the Amalgamation.
- (jj) Authorizations and Consents. To the knowledge of Meadow Bay:
 - (i) Except for CSE Approval, no Authorization or declaration or filing with any Governmental Entity on the part of Meadow Bay is required for the valid execution, delivery and performance of its obligations under this Agreement or the completion of the Amalgamation in accordance with this Agreement.
 - (ii) No consent, approval or waiver is required pursuant to the terms of any Material Contract, agreement or instrument to which Meadow Bay is a party for the valid execution, delivery and performance of its obligations under this Agreement or the completion of the Amalgamation in accordance with this Agreement.
- (kk) Fees. Other than the Finders, no broker, investment banker, financial advisor or other Person is entitled to any broker's, finder's, financial advisor's or other similar fee or commission in connection with the transactions contemplated hereby based upon arrangements made by or on behalf of Meadow Bay.
- (ll) Insurance. As of the date hereof, Meadow Bay has all insurance maintained by Meadow Bay in full force and effect and in good standing and is in amounts and in respect of such risks as are normal and usual for companies of similar size and customary in the businesses in which Meadow Bay is engaged.
- (mm) Data Provided. To the knowledge of Meadow Bay, any confidential information provided by or on behalf of Meadow Bay (and the Meadow Bay Subsidiaries) to MVMD and its Representatives is true and accurate in all material respects as of the respective dates of such confidential information.
- (nn) Regulatory Proceedings. Except for ordinary course inquiries by any Governmental Entity, no Governmental Entity is presently alleging or asserting, or, to Meadow Bay' knowledge, threatening to allege or assert, noncompliance with any applicable legal requirement or registration in respect of Meadow Bay' products.
- (oo) No Cease Trade. Meadow Bay is not subject to any cease trade or other order of any applicable Securities Authority and, to the knowledge of Meadow Bay, no investigation or other proceedings involving Meadow Bay which may operate to

prevent or restrict trading of any securities of Meadow Bay are currently in progress or pending before any applicable Securities Authority.

- 3.2 The representations and warranties of Meadow Bay contained in this Agreement shall survive the execution and delivery of this Agreement and shall expire and be terminated on the earlier of the Effective Time and the Termination Date. Any investigation by MVMD and its Representatives shall not mitigate, diminish or affect the representations and warranties of Meadow Bay pursuant to this Agreement.

ARTICLE 4

REPRESENTATIONS AND WARRANTIES OF MVMD

- 4.1 MVMD hereby represents and warrants to Meadow Bay as at the date hereof and as at the Closing Date and acknowledges and confirms that Meadow Bay is relying upon such representations and warranties in connection with the Amalgamation as follows:

- (a) Organization and Qualification. MVMD is a corporation duly incorporated and validly existing under the Applicable Laws of Ontario and has all necessary corporate or legal power and capacity to own its property and assets as now owned and to carry on the MVMD Business as it is now being conducted. Each MVMD Subsidiary is a corporation duly incorporated and validly existing under the laws of its jurisdiction of incorporation and has all necessary corporate or legal power and capacity to own its property and assets now owned and to carry on that portion of the MVMD Business as is now being conducted. A true and complete copy of the constating documents of MVMD and the MVMD Subsidiaries have been provided to Meadow Bay. MVMD and the MVMD Subsidiaries are, to the knowledge of MVMD, duly registered, licensed or otherwise authorized and qualified to do business and are in good standing in each jurisdiction in which the character of their properties, owned, leased, licensed or otherwise held, or the nature of their activities, makes such qualification necessary, except where the failure to be so registered or in good standing or to have such permits would not have a Material Adverse Effect on MVMD or the MVMD Subsidiaries, as the case may be.
- (b) Authority Relative to this Agreement. MVMD has all necessary corporate power, authority and capacity to enter into this Agreement and all other agreements and instruments to be executed by MVMD as contemplated by this Agreement, and to perform its obligations hereunder and under such agreements and instruments. The execution and delivery of this Agreement by MVMD and the performance by MVMD of its obligations under this Agreement have been duly authorized by the MVMD Board in the manner contemplated herein, and subject to shareholders approving the MVMD Amalgamation Special Resolution, no other corporate proceedings on its part are necessary to authorize this Agreement. This Agreement has been duly executed and delivered by MVMD and constitutes a legal, valid and binding obligation of MVMD, enforceable against MVMD in accordance with its terms, subject to the qualification that such enforceability may be limited by bankruptcy, insolvency, reorganization or other Applicable Laws of general application relating to or affecting rights of creditors and that equitable remedies, including specific performance, are discretionary and may not be ordered.

- (c) No Violation. To the knowledge of MVMD, neither the authorization, execution and delivery of this Agreement by MVMD nor the completion of the Amalgamation, nor the performance of its obligations herein, nor compliance by MVMD with any of the provisions hereof will:
- (i) result in a violation or breach of, constitute a default (or an event which, with notice or lapse of time or both, would become a default), require any consent or approval to be obtained or notice to be given under, or give rise to any third party right of termination, cancellation, suspension, acceleration, penalty or payment obligation or right to acquire or sale under, any provision of:
 - (A) its articles, charters or by-laws or other comparable organizational documents;
 - (B) any Permit or Material Contract to which MVMD or any of the MVMD Subsidiaries are a party or to which they, or any of their properties or assets, may be subject or by which they are bound; or
 - (C) any Applicable Laws, regulation, order, judgment or decree applicable to MVMD or of the MVMD Subsidiaries or any of their respective properties or assets;
 - (ii) give rise to any rights of first refusal or trigger any change in control provisions, rights of first offer or first refusal or any similar provisions or any restrictions or limitation under any note, bond, mortgage, indenture, Material Contract, license, franchise or Permit, except, to the extent that any of the foregoing instruments are material to MVMD or any of the MVMD Subsidiaries, where waivers to such rights have been obtained by MVMD or the MVMD Subsidiary, as applicable;
 - (iii) give rise to any termination or acceleration of indebtedness, or cause any third party indebtedness to come due before its stated maturity or cause any available credit to cease to be available;
 - (iv) result in the imposition of any Encumbrance upon any of the property or assets of MVMD or any of the MVMD Subsidiaries or restrict, hinder, impair or limit the ability of MVMD or any of the MVMD Subsidiaries to conduct the MVMD Business which would reasonably be expected to have a Material Adverse Effect on MVMD; or
 - (v) result in any material payment (including retention, severance, unemployment compensation, golden parachute, bonus or otherwise) becoming due to any director, officer or employee of MVMD or any of the MVMD Subsidiaries, or increase any benefit payable to such director, officer or employee by MVMD or any of the MVMD Subsidiaries, or result in the acceleration of the time of payment or vesting of any such benefits.
- (d) Capitalization. The authorized share capital of MVMD consists of an unlimited number of MVMD Class A Common Shares and an unlimited number of MVMD Class B Common Shares, of which, as at the date of this Agreement, a total of

70,625,200 MVMD Class A Common Shares and 132,520,307 MVMD Class B Common Shares are validly issued and outstanding as fully paid and non-assessable shares in the capital of MVMD. As at the date hereof, except for the 8,288,500 MVMD Options and the 50,054,159 MVMD Warrants, there are no options, warrants, conversion privileges or other rights, agreements, arrangements or commitments (pre-emptive, contingent or otherwise) of any character whatsoever requiring or which may require the issuance, sale or transfer by MVMD of any securities of MVMD (including MVMD Shares), or any securities or obligations convertible into, or exchangeable or exercisable for, or otherwise evidencing a right or obligation to acquire, any securities of MVMD (including MVMD Shares). Notwithstanding the foregoing, it is agreed and understood that MVMD may have granted and may grant at any time in its sole discretion certain rights to third parties, consultants and/or other service providers in relation to the MVMD Business, such that any such third parties may become entitled to acquire securities of MVMD (including MVMD Shares). All outstanding MVMD Shares have been duly authorized and validly issued, are fully paid and non-assessable. All securities of MVMD (including the MVMD Shares) have been issued in compliance with all Applicable Laws and Securities Laws. There are no outstanding contractual or other obligations of MVMD to repurchase, redeem or otherwise acquire any of its securities. There are no outstanding bonds, debentures or other evidences of indebtedness of MVMD having the right to vote with the holders of the outstanding MVMD Shares on any matters.

- (e) MVMD Financial Statements. To the knowledge of MVMD, MVMD's audited financial statements prepared prior to the date hereof (including the notes thereto and related management's discussion and analysis) were prepared in accordance with IFRS, consistently applied (except as otherwise indicated in such financial statements and the notes thereto or in the related report of MVMD's independent auditors) and present fairly in all material respects the financial condition, results of operations and changes in financial position of MVMD as of the dates thereof and for the periods indicated therein and reflect reserves required by IFRS, as applicable, in respect of all material contingent liabilities, if any, of MVMD.
- (f) Ownership of Subsidiaries. All of the issued and outstanding shares of the MVMD Subsidiaries are duly authorized, validly issued and fully paid and non-assessable, and all such shares are held directly or indirectly by MVMD and are legally and beneficially owned free and clear of all Encumbrances, and there are no options, warrants, conversion privileges or other rights, agreements, arrangements or commitments (pre-emptive, contingent or otherwise) of any character whatsoever requiring or which may require the issuance, sale or transfer by any MVMD Subsidiary of any securities of such MVMD Subsidiary, or any securities or obligations convertible into, or exchangeable or exercisable for, or otherwise evidencing a right or obligation to acquire, any securities of any MVMD Subsidiary. Except for the MVMD Subsidiaries, the CCJC Interest and the SN Interest held by MVMD-C, MVMD does not beneficially own, or exercise control or direction over, 10% or more of the outstanding voting shares of any company and does not own any securities or, have any interest in any joint venture entity.
- (g) Non-reporting issuer. MVMD is not a reporting issuer, as that term is defined by Securities Laws, there is no published market for the MVMD Shares.

- (h) Books and Records. To the knowledge of MVMD, the financial books, records and accounts of MVMD and the MVMD Subsidiaries: (i) have been maintained in accordance with Applicable Laws; and (ii) are stated in reasonable detail and accurately and fairly reflect the material transactions, acquisitions and dispositions of the assets of MVMD and the MVMD Subsidiaries, respectively.
- (i) Minute Books. The corporate minute books of MVMD and, to the knowledge of MVMD each of the MVMD Subsidiaries, contain resolutions of the MVMD Board or of such MVMD Subsidiary, as the case may be, and committees thereof, and shareholders or members, as applicable, held according to Applicable Laws and are complete and accurate in all material respects.
- (j) No Proceedings. To the knowledge of MVMD, no proceedings have been taken, instituted or are pending for the dissolution, winding-up or liquidation of MVMD or any of the MVMD Subsidiaries and no board approvals have been given to commence any such proceedings.
- (k) No Undisclosed Liabilities. To the knowledge of MVMD, except as disclosed in the Disclosure Letter, at the Effective Time, neither MVMD nor any of the MVMD Subsidiaries shall have any outstanding indebtedness, liability or obligation (including liabilities or obligations to fund any operations or work, to give any guarantees or for Taxes due), whether accrued, absolute, contingent or otherwise, and neither MVMD nor any of the MVMD Subsidiaries are party to or bound by any suretyship, guarantee, indemnification or assumption agreement, or endorsement of, or any other similar commitment with respect to the obligations, liabilities or indebtedness of any Person which shall not be disclosed or reflected in the Financial Statements of MVMD, other than those incurred in the ordinary course of business.
- (l) No Material Change. To the knowledge of MVMD, since October 31, 2018 or, with respect to the MVMD Subsidiaries such later date upon which MVMD acquired the all of the issued and outstanding shares of such MVMD Subsidiaries, directly or indirectly, respectively, except as contemplated by this Agreement, or otherwise disclosed to Meadow Bay:
 - (i) MVMD and each of the MVMD Subsidiaries has conducted its business only in the ordinary and regular course of business, which for the avoidance of doubt includes but is not limited to the acquisitions of MVM, the SN Interest, the CCJC Interest and the Winchester Interest;
 - (ii) there has not occurred any event that constituted or with the passage of time would constitute a Material Adverse Effect in respect of MVMD or any of the MVMD Subsidiaries;
 - (iii) other than in the ordinary and regular course of business consistent with past practice, there has not been any incurrence, assumption or guarantee by MVMD or any of the MVMD Subsidiaries of any debt for borrowed money, any creation or assumption by MVMD or any of the MVMD Subsidiaries of any Encumbrance or any making by MVMD or any of the MVMD Subsidiaries of any loan, advance or capital contribution to or

investment in any other Person, except for a mortgage on the Owned Real Property of MVMD;

- (iv) there has been no dividend or distribution of any kind declared, paid or made by MVMD on any MVMD Shares; and
 - (v) MVMD has not affected or passed any resolution to approve a split, consolidation or reclassification of any of the outstanding MVMD Shares.
- (m) Litigation. There is no material claim, action, suit, litigation, arbitration, inquiry, grievance, complaint, investigation or other proceeding that has been commenced or, to the knowledge of MVMD, is pending or threatened against or relating to MVMD or affecting any of their respective property or assets at law or in equity before or by any Governmental Entity, including matters arising under Environmental Laws, which, individually or in the aggregate, if determined adversely to MVMD or the MVMD Subsidiaries, as the case may be, has or could reasonably be expected to result in liability to MVMD or the MVMD Subsidiaries. Neither MVMD nor the MVMD Subsidiaries nor their respective assets or properties is subject to any outstanding judgment, order, rule, writ, injunction or decree of any court, government department, commission, agency or arbitrator.
- (n) Accuracy of Information. Except as otherwise set out or contemplated in this Agreement, MVMD has made available to Meadow Bay all material information concerning MVMD and the MVMD Subsidiaries and all such information as made available to Meadow Bay is accurate, true and correct in all material respects.
- (o) No Payments. There are no payments required to be made by MVMD to directors, officers and employees of MVMD or any of the MVMD Subsidiaries as a result of the Amalgamation under any contract, settlements, bonus plans, retention agreements, change of control agreements and severance obligations (whether resulting from termination, change of control or alteration of duties).
- (p) Taxes. To the knowledge of MVMD:
- (i) each of MVMD and the MVMD Subsidiaries have filed or caused to be filed all returns required to be filed by Applicable Law that would result in taxes owing by MVMD. There are no Encumbrances for Taxes upon any of the assets or properties of MVMD or any of the MVMD Subsidiaries.
 - (ii) There is no material dispute or claim, including any audit, investigation or examination by any Governmental Entity, actual, pending or threatened, concerning any Tax liability of MVMD or any of the MVMD Subsidiaries, and no written notice of such an audit, investigation, examination, material dispute or claim has been received by MVMD or any of the MVMD Subsidiaries.
 - (iii) Neither MVMD nor MVMD Subsidiaries have requested, or entered into any agreement or other arrangement, or executed any waiver providing for, any extension of time within which:

- (A) MVMD or MVMD Subsidiary, as the case may be, is required to pay or remit any Taxes or amounts on account of Taxes (which have not since been paid or remitted); or
 - (B) any Governmental Entity may assess or collect Taxes for which MVMD or an MVMD Subsidiary, as the case may be, is liable.
 - (iv) MVMD and each of the MVMD Subsidiaries has duly and timely deducted, collected or withheld from any amount paid or credited by it to or for the account or benefit of any Person and has duly and timely remitted the same (or is properly holding for such remittance) to the appropriate Governmental Entity all Taxes and amounts it is required by Applicable Law to so deduct or collect and remit. Any outstanding tax liability will be accurately reflected in the Financial Statements of MVMD, and MVMD has a plan for payment of all outstanding tax liabilities in place.
 - (v) Neither MVMD nor any of the MVMD Subsidiaries have acquired property or services from, or disposed of property or provided services to, any Person with whom they do not deal at arm's length for an amount that is other than the fair market value of such property or services.
 - (vi) No written claim has ever been made by any Governmental Entity in a jurisdiction where MVMD or any of the MVMD Subsidiaries does not file returns that MVMD or any of the MVMD Subsidiaries is or may be subject to Taxes or is required to file returns in that jurisdiction.
 - (vii) There are no rulings or closing agreements issued to MVMD or any of the MVMD Subsidiaries which could affect MVMD's or any MVMD Subsidiary's liability for Taxes for any taxable period after the Closing Date other than rulings of general application. Neither MVMD nor any of the MVMD Subsidiaries have requested an advance tax ruling from the Canada Revenue Agency or comparable rulings from other taxing authorities.
- (q) Permits. To the knowledge of MVMD:
- (i) MVMD and the MVMD Subsidiaries have each applied for all material Permits required by Applicable Laws to conduct their respective business proposed to be conducted in the next 12-month period; and
 - (ii) there are no facts, events or circumstances that would reasonably be expected to result in a failure to obtain or be in material compliance with such material Permits as are necessary to conduct the MVMD Business.
- (r) Assets. To the knowledge of MVMD, except with respect to Technology of which MVMD is not the sole beneficial and registered owner, and leased assets to be described in the Financial Statements of MVMD, each of MVMD and MVMD Subsidiaries is the beneficial owner of its respective Assets or interests therein, has good and marketable title to all of its respective Assets, no Person has any contract or any right or privilege capable of becoming a right to purchase any personal property from MVMD or any of the MVMD Subsidiaries, and any and all

agreements pursuant to which MVMD or any of the MVMD Subsidiaries, holds any such interest in its Assets are valid and subsisting agreements in full force and effect, enforceable in accordance with their respective terms, and neither MVMD nor any of the MVMD Subsidiaries is, and will be at the Effective Time, in material default of any of the provisions of any such agreement nor has any default been alleged and, such Assets are in good standing under the applicable statutes, rules, regulations, licenses and permits of the jurisdiction in which they are situated and all leases pursuant to which MVMD or any of the MVMD Subsidiaries derives its interest in such Assets are in good standing and there has been no default under any of such leases.

- (s) Condition of Certain Assets. To the knowledge of MVMD, the Tangible Personal Property is in good condition, repair and (where applicable) proper working order, reasonable wear and tear excepted having regard to its use and age, subject to normal maintenance and repair.
- (t) Qualification to do Business. MVMD is registered, licensed or otherwise qualified to do business under Applicable Laws of Ontario and the MVMD Subsidiaries are registered, licensed or otherwise qualified to do business under Applicable Laws of the jurisdiction in which they do business and neither the character nor the location of the properties and assets owned by MVMD nor the nature of the MVMD Business requires registration, licensing or other qualification under the Applicable Laws of any other jurisdiction, except where the failure to be so registered, licensed or otherwise qualified to do business would not have a Material Adverse Effect on MVMD.
- (u) Sanctions. Neither MVMD nor the MVMD Subsidiaries nor, to the knowledge of MVMD, any director, officer, agent, employee or affiliate of MVMD or an MVMD Subsidiary, has had any Sanctions imposed upon such Person, and neither MVMD nor any of the MVMD Subsidiaries is in violation of any of the Sanctions or any Applicable Law or executive order relating thereto, or is conducting business with any Person subject to any Sanctions.
- (v) Compliance with Anti-Corruption Laws. To the knowledge of MVMD, neither MVMD nor any MVMD Subsidiary have violated the *Corruption of Foreign Public Officials Act* (Canada) or the *U.S. Foreign Corrupt Practices Act*, or the anti-corruption Applicable Laws of any other jurisdiction where the MVMD Business is carried on.
- (w) Anti-Money Laundering. To the knowledge of MVMD, the operations of MVMD, the MVMD Subsidiaries are and have been conducted at all times in compliance with applicable financial record-keeping and reporting requirements of Money Laundering Laws and no action, suit or proceeding by or before any court or Governmental Entity or any arbitrator involving MVMD or the MVMD Subsidiaries with respect to the Money Laundering Laws is pending or, to the knowledge of MVMD, threatened.
- (x) Intellectual Property.
 - (i) To the knowledge of MVMD, MVMD and the MVMD Subsidiaries each own, or has obtained valid and enforceable licenses for, or other rights to use,

the Intellectual Property of MVMD or the MVMD Subsidiaries as the case may be; MVMD has no knowledge that MVMD or the MVMD Subsidiaries lacks or will be unable to obtain any rights or licenses to use all Intellectual Property necessary and material for the conduct of their respective businesses; to the knowledge of MVMD, no third parties have rights to any Intellectual Property of MVMD or the MVMD Subsidiaries except for the ownership rights of the owners of the Licensed IP or except for any licenses of use granted by MVMD or any of the MVMD Subsidiaries (in each case as disclosed to Meadow Bay) therein;

- (ii) Neither MVMD nor any of the MVMD Subsidiaries has received any notice or claim (whether written, oral or otherwise) challenging the ownership or right to use of any of the Intellectual Property or suggesting that any other Person has any claim of legal or beneficial ownership or other claim or interest with respect thereto, nor is there a reasonable basis for any claim that any Person other than MVMD or an MVMD Subsidiary, as the case may be, has any claim of legal or beneficial ownership or other claim or interest in any of the Intellectual Property; and
- (y) Material Contracts. There are no Material Contracts of MVMD nor the MVMD Subsidiaries other than as disclosed in the Disclosure Letter and each Material Contract is a legal, valid and binding obligation of MVMD or an MVMD Subsidiary, as the case may be, enforceable against MVMD or such MVMD Subsidiary, as the case may be, in accordance with its terms and none of MVMD, an MVMD Subsidiary or any other party to a Material Contract is in default thereunder. Notwithstanding the foregoing, is agreed and understood that MVMD, directly or indirectly, may continue to enter into Material Contracts following the date of this Agreement and agrees to notify Meadow Bay of the execution of each such Material Contract.
- (z) Owned Real Property. There is no Owned Real Property of MVMD or the MVMD Subsidiaries other than as set out in the Disclosure Letter.
- (aa) Leased Real Property.
 - (i) There is no Leased Real Property of MVMD or the MVMD Subsidiaries other than as set out in the Disclosure Letter.
 - (ii) The Real Property Leases of MVMD and each MVMD Subsidiary have not been altered or amended and are in full force and effect. There are no Contracts between the landlord and tenant, or sub-landlord and subtenant, or other relevant parties relating to the use and occupation of its Leased Real Property, other than as contained in the Real Property Leases; and
 - (iii) To the knowledge of MVMD, MVMD and each MVMD Subsidiary has a good and valid leasehold interest in and to its Leased Real Property of which it is a tenant, free and clear of all Encumbrances.

- (bb) Environmental Matters. To the knowledge of MVMD:
- (i) MVMD and each of the MVMD Subsidiaries has carried on the MVMD Business and operations in compliance with all applicable Environmental Laws and all terms and conditions of all Environmental Permits;
 - (ii) Neither MVMD nor any of the MVMD Subsidiaries has received any order, request or notice from any Person alleging a material violation of any Environmental Law; and
 - (iii) Neither MVMD nor any of the MVMD Subsidiaries is involved in remediation operations and does not know of any facts, circumstances or conditions, including any release of Hazardous Substance, that would reasonably be expected to result in any Environmental Liabilities.
- (cc) Compliance with Applicable Laws. To the knowledge of MVMD, MVMD and each of the MVMD Subsidiaries has complied with and is not in violation of any Applicable Laws, other than non-compliance or violations which would not, individually or in the aggregate, have a Material Adverse Effect on MVMD, and it has not received any written notices or other correspondence from any Governmental Entity regarding any circumstances that have existed or currently exist which would lead to a loss, suspension, or modification of, or a refusal to issue, any material license, permit, authorization, approval, registration or consent of a Governmental Entity relating to its activities which would reasonably be expected to restrict, curtail, limit or adversely affect the ability of MVMD or any of the MVMD Subsidiaries to operate the MVMD Business in a manner proposed and which would have a Material Adverse Effect on MVMD.
- (dd) Employment Matters.
- (i) Neither MVMD nor any of the MVMD Subsidiaries is a party to any written or oral agreement, arrangement, plan, obligation, policy or understanding providing for severance or termination payments to any director or officer of MVMD or any of the MVMD Subsidiaries.
 - (ii) Each of MVMD and the MVMD Subsidiaries has been and is now in compliance, in all material respects, with all Applicable Laws with respect to employment and labour and there are no current, or, to the knowledge of MVMD, pending or threatened proceedings before any Governmental Entity with respect to any of the areas listed herein.
- (ee) Related-Party Transactions. With the exception of agreements for services provided by certain officers and/or directors of MVMD and agreements related to the CCJC Interest, there are no contracts or other transactions currently in place between MVMD or any of the MVMD Subsidiaries, and: (i) any officer or director of MVMD or any of the MVMD Subsidiaries; (ii) any holder of record or, to the knowledge of MVMD, beneficial owner of 10% or more of the MVMD Shares; or (iii) any affiliate or associate of any such, officer, director, holder of record or beneficial owner, on the other hand.

- (ff) Restrictions on Business Activities. There is no arbitral award, judgment, injunction, constitutional ruling, order or decree binding upon MVMD or any of the MVMD Subsidiaries that has or could reasonably be expected to have the effect of prohibiting, restricting, or impairing any business practice of MVMD or any of the MVMD Subsidiaries, any acquisition or disposition of property by MVMD or any of the MVMD Subsidiaries, or the conduct of the MVMD Business as currently conducted or as proposed, which could reasonably be expected to have a Material Adverse Effect on MVMD.
- (gg) No Violations. To the knowledge of MVMD, no filing or registration with, or authorization, consent or approval of any domestic or foreign public body or authority is necessary by MVMD or any of the MVMD Subsidiaries in connection with the consummation of the Amalgamation, except for such filings or registrations which, if not made, or for such authorizations, consents or approvals, which, if not received, would not have any Material Adverse Effect on the ability of MVMD to consummate the transactions contemplated by this Agreement or any other agreement in connection with the Amalgamation, or operate its business in the ordinary course following the completion of the Amalgamation.
- (hh) Authorizations and Consents. To the knowledge of MVMD:
- (i) Except for the approvals in Section 5.1(b) and (e), no Authorization or declaration or filing with any Governmental Entity on the part of MVMD is required for the valid execution, delivery and performance of its obligations under this Agreement or the completion of the Amalgamation in accordance with this Agreement.
 - (ii) no consent, approval or waiver is required pursuant to the terms of any MVMD Material Contract, agreement or instrument to which MVMD is a party for the valid execution, delivery and performance of its obligations under this Agreement or the completion of the Amalgamation in accordance with this Agreement.
- (ii) Fees. Other than the Meadow Bay Financing Fee, no broker, investment banker, financial advisor or other Person is entitled to any broker's, finder's, financial advisor's or other similar fee or commission to be paid by MVMD in connection with the transactions contemplated hereby based upon arrangements made by or on behalf of MVMD or any of the MVMD Subsidiaries.
- (jj) Insurance. As of the date hereof, all insurance policies maintained by MVMD and the MVMD Subsidiaries, as applicable, are in full force and effect and in good standing and are in amounts and in respect of such risks as are normal and usual for companies of similar size and customary in the businesses in which MVMD or the MVMD Subsidiaries, as the case may be, is engaged.
- (kk) Data Provided. To the knowledge of MVMD, any confidential information provided by or on behalf of MVMD to Meadow Bay and its Representatives is true and accurate in all material respects as of the respective dates of such confidential information.

- (ll) MMPR Application. 098 has submitted the MMPR Application to Health Canada for on or about June 27, 2014. The MMPR Application is under active review, however, it has not been approved. To the best of MVM's knowledge, there has been no Material Adverse Change in 098 or otherwise as at the Effective Date that would have an effect on the MMPR Application or application process.
- (mm) Regulatory Proceedings. Except for ordinary course inquiries by any Governmental Entity, no Governmental Entity is presently alleging or asserting, or, to MVMD's knowledge, threatening to allege or assert, non-compliance with any applicable legal requirement or registration in respect of the products of MVMD or any of the MVMD Subsidiaries.
- (nn) Protection of Personal Information. To the knowledge of MVMD, MVMD and each of the MVMD Subsidiaries has complied in all material respects with all Applicable Laws relating to privacy and consumer protection and none have collected, received, stored, disclosed, transferred, used, misused or permitted unauthorized access to any information protected by Applicable Laws related to privacy, whether collected directly or from third parties, in an unlawful manner. MVMD and each of the MVMD Subsidiaries has taken all reasonable steps to protect Personally Identifiable Information against loss or theft and against unauthorized access, copying, use, modification, disclosure or other misuse.

4.2 The representations and warranties of MVMD contained in this Agreement shall survive the execution and delivery of this Agreement and shall expire and be terminated on the earlier of the Effective Time and the Termination Date. Any investigation by Meadow Bay and its Representatives shall not mitigate, diminish or affect the representations and warranties of MVMD pursuant to this Agreement.

ARTICLE 5

MUTUAL CONDITIONS PRECEDENT

- 5.1** The respective obligations of the Parties to complete the Amalgamation are subject to the fulfillment prior to or at the Closing of each of the following conditions:
- (a) Meadow Bay shall have completed the Consolidation;
 - (b) the approval of the CSE of the Amalgamation, subject to the CSE's usual conditions;
 - (c) the name of Meadow Bay will have changed to "Mountain Valley MD Inc." or as otherwise agreed by the Parties;
 - (d) the disclosure related to the Parties in the Listing Statement shall be true and correct in all material respects;
 - (e) as soon as reasonably practicable following the execution of this Agreement, the Amalgamation shall have been approved by the MVMD Shareholders at the MVMD Meeting in accordance with the provisions of the OBCA;

- (f) as soon as reasonably practicable following the execution of this Agreement, the Amalgamation shall have been approved by the Meadow Bay Shareholders at the Meadow Bay Meeting in accordance with CSE Policies;
- (g) as soon as reasonably practicable following the execution of this Agreement, the Subco Amalgamation Special Resolution shall have been approved by Meadow Bay as the sole shareholder of Subco in accordance with the provisions of the OBCA;
- (h) there shall not be in force any order or decree restraining or enjoining the consummation of the Amalgamation, including, without limitation, the Amalgamation;
- (i) all other consents, orders and approvals, including, without limitation, regulatory approvals, required or necessary or desirable for the completion of the transactions provided for in this Agreement, if any, including, without limitation, the approval of the Director under the OBCA of the Amalgamation, shall have been obtained or received from the Persons, authorities or bodies having jurisdiction in the circumstances, all on terms satisfactory to each of the Parties hereto, acting reasonably, unless otherwise provided for between the Parties, or if a failure to obtain such other consent, order or approval would not have a Material Adverse Effect on Meadow Bay or MVMD or materially impede the completion of the Amalgamation;
- (j) the board of directors and management of Meadow Bay shall be as set out in Sections 2.7 and 2.4(c);
- (k) the holders of MVMD Shares shall not have exercised their rights to dissent pursuant to the OBCA in respect of the MVMD Amalgamation Special Resolution with respect to five percent or more of all of the issued and outstanding MVMD Shares;
- (l) no action shall have been taken by any court or governmental body prohibiting or making illegal the execution and delivery of this Agreement or any transaction contemplated by this Agreement; and
- (m) this Agreement shall not have been terminated pursuant to Article 11.

The conditions precedent in this Article 5 are for the mutual benefit of the Parties and may be waived, in whole or in part, at any time if waived by the Parties, such waiver being without prejudice to any other right that any Party may have. In case any of the foregoing conditions cannot be fulfilled on or before the Closing Date to the satisfaction of the Parties, any of the Parties may terminate this Agreement by notice to the other Parties and in such event each of Meadow Bay, Subco and MVMD shall be released from all obligations hereunder, other than in respect of liability of a Party for breach of any of the terms or conditions set forth herein before such termination.

ARTICLE 6
CONDITIONS PRECEDENT TO MEADOW BAY'S OBLIGATIONS

- 6.1** The obligations of Meadow Bay to complete the transactions contemplated herein are subject to the fulfilment prior to or at the Closing of each of the following conditions:
- (a) the representations and warranties made by MVMD under this Agreement shall be true in all material respects as of the Effective Time (any breach of a representation or warranty shall be determined without reference to any materiality qualifier with respect thereto) and MVMD shall deliver a certificate signed by a senior officer, dated the Closing Date in the form satisfactory to counsel to Meadow Bay confirming this and confirming such other matters as may be reasonably requested by counsel to Meadow Bay;
 - (b) no Material Adverse Change shall have occurred in the business, results of operations, assets, liabilities, financial condition or affairs of MVMD, financial or otherwise, between the date of this Agreement and the completion of the Amalgamation;
 - (c) there will be no debts or amounts owing to MVMD by any of its officers, former officers, directors, former directors, shareholders, employees or former employees or any family member thereof, or any Person with whom either MVMD does not deal at arm's length, except for any amounts advanced to such Person for consulting fees and expenses incurred on behalf of MVMD, in the ordinary course;
 - (d) MVMD shall have complied with all covenants and agreements herein agreed to be performed or caused to be performed by it;
 - (e) Meadow Bay shall have received evidence in form satisfactory to Meadow Bay, acting reasonably, that all actions required to be taken by MVMD prior to Closing have been taken and all consents and approvals, including, but not limited to, any consent, approval or waiver required pursuant to the terms of any Material Contract to which MVMD is a party for the valid execution, delivery and performance of its obligations under this Agreement or the completion of the Amalgamation, orders and authorizations required to be obtained by MVMD for the Closing have been obtained;
 - (f) no action, suit or proceeding shall have been instituted and be continuing by any Person to restrain, modify or prevent the consummation of the Amalgamation as contemplated by this Agreement, or that has been or is reasonably likely to have a material adverse effect on the ability of any Party hereto to fully consummate the Amalgamation as contemplated by this Agreement;
 - (g) no change, fact or circumstance shall have occurred in the affairs, operations, business or financial condition of MVMD that the directors of Meadow Bay determine, in their sole discretion, to have a Material Adverse Effect on such Party in proceeding with the Amalgamation and except as is disclosed in this Agreement; and

- (h) MVMD shall have subscribed for 350 Meadow Bay Convertible Debenture Units forthwith upon Meadow Bay's satisfaction of the Meadow Bay Financing Conditions subject to the Meadow Bay Financing Fee.

In case any of the foregoing conditions cannot be fulfilled on or before the Closing Date to the satisfaction of Meadow Bay, acting reasonably, Meadow Bay may terminate this Agreement by notice to MVMD and in such event each of Meadow Bay, Subco and MVMD shall be released from all obligations hereunder other than in respect of liability of a Party for breach of any of the terms or conditions set forth herein before such termination; provided, however, that any such conditions may be waived in whole or in part by Meadow Bay without prejudice to its rights of rescission in the event of the non-fulfillment of any other condition or conditions, and that the Closing of the Amalgamation as contemplated by the Agreement shall be deemed to be a waiver of any unfulfilled conditions.

ARTICLE 7

CONDITIONS PRECEDENT TO MVMD'S OBLIGATIONS

- 7.1** The obligations of MVMD to complete the transactions contemplated herein are subject to the fulfilment prior to or at the Closing of each of the following conditions:
- (a) the representations and warranties made by Meadow Bay under this Agreement shall be true in all material respects as of the Effective Time (any breach of a representation or warranty shall be determined without reference to any materiality qualifier with respect thereto) and Meadow Bay shall deliver to MVMD a certificate signed by a senior officer, dated the Closing Date in the form satisfactory to counsel to MVMD confirming this and such other matters as may reasonably requested by counsel to MVMD;
 - (b) no Material Adverse Change shall have occurred in business, results of operations assets, liabilities, financial condition or affairs of Meadow Bay, financial or otherwise, between the date of this Agreement and the completion of the Amalgamation;
 - (c) all liabilities of Meadow Bay showing on its unaudited interim balance sheet as of December 31, 2018 or incurred since that date shall have been eliminated, other than liabilities incurred in connection with any transaction contemplated by this Agreement or incurred following the date thereof to maintain Meadow Bay's status as a reporting issuer not in default under applicable Canadian provincial Securities Laws applicable in the Provinces of British Columbia, Alberta and Ontario;
 - (d) Meadow Bay shall have complied with all covenants and agreements herein agreed to be performed or caused to be performed by it;
 - (e) MVMD shall have received evidence in form satisfactory to MVMD, acting reasonably, that all actions required to be taken by Meadow Bay prior to Closing have been taken and all consents and approvals, including, but not limited to, any consent, approval or waiver required pursuant to the terms of any Material Contract to which Meadow Bay is a party for the valid execution, delivery and performance of its obligations under this Agreement or the completion of the Amalgamation, orders and authorizations required to be obtained by MVMD for the Closing have been obtained;

- (f) receipt by MVMD of a written resignation from each officer and director of Meadow Bay, including but not limited to Robert Dinning and Keith Margetson, unless otherwise agreed, such resignations to be effective at the Effective Time;
- (g) [intentionally deleted];
- (h) [intentionally deleted];
- (i) there will be no debts or amounts owing to Meadow Bay by any of its officers, former officers, directors, former directors, shareholders, employees or former employees or any family member thereof, or any Person with whom either Meadow Bay does not deal at arm's length, except for any amounts advanced to such Person for expenses incurred on behalf of Meadow Bay, in the ordinary course;
- (j) the CSE shall not have objected to the appointment of the MVMD Nominees to the board of directors of Meadow Bay, or of the management nominees of MVMD to serve as officers of Meadow Bay, each upon closing of the Amalgamation;
- (k) no action, suit or proceeding shall have been instituted and be continuing by any Person to restrain, modify or prevent the consummation of the Amalgamation as contemplated by this Agreement, or to seek damages against Meadow Bay in connection with such Amalgamation, or that has been or is reasonably likely to have a Material Adverse Effect on such Party to fully consummate the Amalgamation as contemplated by this Agreement;
- (l) no change, fact or circumstance shall have occurred in the affairs, operations, business or financial condition of Meadow Bay that the directors MVMD determine, in their sole discretion, to have a Material Adverse Effect on such Party in proceeding with the Amalgamation and except as is disclosed in this Agreement;
- (m) the Financial Statements of Meadow Bay shall, in all material respects, be consistent with the draft Financial Statements of Meadow Bay delivered Meadow Bay MVMD on or prior to the date hereof; and
- (n) the issuance by Meadow Bay to or as directed by MVMD 350 Meadow Bay Convertible Debenture Units forthwith upon Meadow Bay's satisfaction of the Meadow Bay Financing Conditions and the payment of the Meadow Bay Financing Fee.

In case any of the foregoing conditions cannot be fulfilled on or before the Closing Date to the satisfaction of MVMD, MVMD may terminate this Agreement by notice to Meadow Bay and in such event each of MVMD, Subco and Meadow Bay shall be released from all obligations hereunder other than in respect of liability of a Party for breach of any of the terms or conditions set forth herein before such termination, provided, however, that any such conditions may be waived in whole or in part by MVMD without prejudice to its rights of rescission in the event of the non-fulfilment of any other condition or conditions, and that the Closing of the Amalgamation as contemplated by the Agreement shall be deemed to be a waiver of any unfulfilled conditions.

ARTICLE 8
COVENANTS OF MVMD

- 8.1** MVMD agrees that during the period commencing on the date of this Agreement and continuing until Closing or the earlier termination of this Agreement, MVMD:
- (a) prior to the Closing Date, will complete the MVMD Private Placement;
 - (b) prior to the Closing Date, convene the MVMD Meeting for the purposes of approving the matters to be considered at the MVMD Meeting;
 - (c) deliver to its shareholders the MVMD Notice and other documentation required in connection with the MVMD Meeting in accordance with Applicable Laws and the MVMD by-laws as soon as reasonably practicable;
 - (d) will carry on its business in, and only in, the ordinary course in substantially the same manner as heretofore conducted, which may include, for the avoidance of doubt, further acquisitions of equity or other interests third party entities and/or operations;
 - (e) take all necessary steps to prepare audited financial statements of MVMD for its most recently completed financial year and unaudited financial statements for any subsequent completed interim period, all such financial statements to be prepared in the manner and for the period required under CSE Policies;
 - (f) will use its reasonable commercial efforts to obtain any third-party approvals required in respect of the Amalgamation, including any lenders or financial institutions, licensors and strategic partners;
 - (g) will use its reasonable efforts to comply promptly with all requirements which Applicable Law may impose on MVMD with respect to the Amalgamation;
 - (h) will cooperate and provide Meadow Bay and its representatives with full copies of and access to, all contracts, financial records and statements, books, records, documents and other such information regarding its previous businesses as they may require, as well as access to Meadow Bay's auditors, technical personnel and to such premises and personnel of Meadow Bay, if any, as may be reasonably requested;
 - (i) will promptly advise Meadow Bay orally and in writing of any Material Adverse Change of MVMD; and
 - (j) will cooperate in obtaining all necessary and desirable consents and regulatory approvals in connection with the Amalgamation.
- 8.2** MVMD agrees that during the period commencing on the date of this Agreement and continuing until Closing or the earlier termination of this Agreement, MVMD and each of the MVMD Subsidiaries will not, without the prior written consent of Meadow Bay, such consent not to be unreasonably withheld:

- (a) make any expenditure, other than in the normal course of business, which may include, for the avoidance of doubt, further acquisitions of equity or other interests third party entities and/or operations, and in connection with applicable filing requirements and the completion of the Amalgamation;
- (b) declare or pay any dividends or distribute any of MVMD's properties or Assets to shareholders of MVMD;
- (c) alter or amend MVMD's articles or by-laws in any manner which may adversely affect the success of the Amalgamation;
- (d) sell, pledge, lease, dispose of, grant any interest in, encumber or agree to sell, pledge, lease, dispose of, grant any interest in, encumber any of its Assets, other than: (i) in the ordinary course of business; or (ii) in connection with a reorganization completed in connection with the transactions contemplated herein;
- (e) redeem, purchase, or offer to purchase any MVMD Shares or other MVMD securities; or
- (f) approve, authorize or implement any change to the business or financial condition of MVMD which may have a Material Adverse Effect on MVMD or the MVMD Business.

ARTICLE 9
COVENANTS OF MEADOW BAY

9.1 Meadow Bay covenants and agrees that until Closing or the earlier termination of this Agreement it will:

- (a) prior to the Closing Date, convene the Meadow Bay Meeting for the purposes of approving the matters to be considered at the Meadow Bay Meeting;
- (b) deliver to its shareholders the Meadow Bay Circular and other documentation required in connection with the Meadow Bay Meeting in accordance with Applicable Laws and the Meadow Bay articles as soon as reasonably practicable;
- (c) use reasonable commercial efforts to complete the Consolidation;
- (d) use reasonable commercial efforts to have \$0 of indebtedness on Closing other than the Convertible Debentures;
- (e) operate the business of Meadow Bay diligently and in substantially the same manner as it has previously been carried out, including using commercially reasonable efforts to keep Meadow Bay's present business organization intact, (ii) to maintain the current board of directors and management of Meadow Bay, (iii) to preserve present relationships and good will with Persons having business dealings with Meadow Bay and to comply with the terms of all Material Contracts, (iv) maintain Meadow Bay's books and records in accordance with good business practice and IFRS, (v) and operate Meadow Bay in such a manner as to cause the representations and warranties relating to Meadow Bay set forth in this Agreement to be true and correct in all material respects as at the Effective Time;

- (f) use reasonable commercial efforts to deliver to MVMD executed written resignation from each of Robert Dinning and Keith Margetson from their respective positions of President & Chief Executive Officer, and Chief Financial Officer of Meadow Bay, and the directors of Meadow Bay immediately prior to Closing, such resignations to be effective at the Effective Time;
- (g) use the proceeds of the Meadow Bay Financing to pay the existing and proposed fees of its professional advisors in connection with the Amalgamation;
- (h) comply with all laws applicable to Meadow Bay and retain its status as reporting issuer not in default under applicable Canadian provincial Securities Laws applicable in the Provinces of British Columbia, Alberta and Ontario;
- (i) will use its reasonable commercial efforts to obtain any third-party approvals required in respect of the Amalgamation, including any lenders or financial institutions, licensors and strategic partners;
- (j) will use its reasonable efforts to comply promptly with all requirements which Applicable Law may impose on Meadow Bay with respect to the Amalgamation;
- (k) will cooperate and provide MVMD and its representatives with full copies of and access to, all contracts, financial records and statements, books, records, documents and other such information regarding its previous businesses as they may require, as well as access to Meadow Bay's auditors, technical personnel and to such premises and personnel of Meadow Bay, if any, as may be reasonably requested;
- (l) will promptly advise MVMD orally and in writing of any Material Adverse Change of Meadow Bay;
- (m) will cooperate in obtaining all necessary and desirable consents and regulatory approvals in connection with the Amalgamation; and
- (n) use its commercially reasonable best efforts to obtain CSE approval, if required, of the Amalgamation as expeditiously as possible.

9.2 Meadow Bay agrees that during the period commencing on the date of this Agreement and continuing until Closing or the earlier termination of this Agreement, Meadow Bay will not, without the prior written consent of MVMD in its sole discretion:

- (a) issue, authorize or propose the issuance of, or acquire or propose the acquisition of, any shares of its authorized share structure of any class or securities convertible into, or rights, warrants or options to acquire, any such shares or other convertible securities other than those currently outstanding or upon exercise of existing convertible securities or as otherwise contemplated hereby;
- (b) make any expenditure, other than reasonable expenditures in the normal course of business and in connection with ongoing public filing requirements and the completion of the Amalgamation;

- (c) declare or pay any dividends or distribute any of Meadow Bay properties or Assets to shareholders of Meadow Bay;
- (d) enter into any contracts, other than in connection with the Amalgamation;
- (e) alter or amend Meadow Bay's articles;
- (f) sell, pledge, lease, dispose of, grant any interest in, encumber or agree to sell, pledge, lease, dispose of, grant any interest in, encumber any of its Assets, other than in connection with a reorganization completed in connection with the transactions contemplated herein, except that Meadow Bay may enter into discussions with arm's length third parties with respect to the disposition of Desert Hawk provided that no agreement of any nature, whether intended to be binding or non-binding, whether verbal or written, may be entered into without the prior written consent of MVMD in its sole discretion, that MVMD is notified of and included in all communications regarding the foregoing and that prior written approval is obtain from MVMD in connection with any costs of any kind being incurred with the foregoing;
- (g) redeem, purchase, or offer to purchase any Meadow Bay Shares or other Meadow Bay securities;
- (h) acquire, directly or indirectly, any Assets, including but not limited to securities of other companies;
- (i) incur or commit to incur any indebtedness for borrowed money or issue any debt securities; or
- (j) approve, authorize or implement any change to the business, financial condition or management of Meadow Bay.

ARTICLE 10
ADDITIONAL COVENANTS

10.1 Non-Solicitation. Each of Meadow Bay and MVMD agrees that during the period from the date hereof until the earlier of the Closing Date and the Termination Date, it:

- (a) shall immediately cease and cause to be terminated any existing discussions or negotiations or other proceedings initiated prior to the date hereof by it, or its respective Representatives with respect to all Meadow Bay Acquisition Proposals in the case of Meadow Bay and MVMD Acquisition Proposals in the case of MVMD; shall not amend, modify, waive, release or otherwise forebear in the enforcement of, and shall use all commercially reasonable efforts to enforce, any confidentiality, non-solicitation or standstill or similar agreements or provisions to which it and any third parties are parties; and shall discontinue access to any of its confidential information (and not establish or allow access to any of its confidential information, or any data room, virtual or otherwise);
- (b) shall not directly or indirectly, through any Representative, solicit, initiate, knowingly encourage, cooperate with or otherwise facilitate (including by way of furnishing information or engaging in any discussions or negotiations), or cause or

facilitate anyone else to solicit, initiate or knowingly encourage, cooperate with or otherwise facilitate any Meadow Bay Acquisition Proposals in the case of Meadow Bay and MVMD Acquisition Proposals in the case of MVMD, or any inquiries or the making of any proposal that constitutes or may reasonably be expected to lead to a Meadow Bay Acquisition Proposals in the case of Meadow Bay and MVMD Acquisition Proposals in the case of MVMD, from any Person, or engage in any discussion, negotiations or inquiries relating thereto, provided however that Meadow Bay may request information from any Person who has made an Acquisition Proposal for the sole purpose of clarifying the terms of such Meadow Bay Acquisition Proposals in the case of Meadow Bay and MVMD Acquisition Proposals in the case of MVMD;

- (c) shall not provide information concerning its securities, assets or business to any Person for or in furtherance of anything mentioned in Sections 10.1(a) or (b) other than as required by Applicable Law;
- (d) shall (i) immediately notify the other Parties if it or any of its Representatives receives any indications of interest, requests for information or offers in respect of any Meadow Bay Acquisition Proposals in the case of Meadow Bay and MVMD Acquisition Proposals in the case of MVMD; and (ii) provide full details to the other Parties of the terms of any such indication, request or offers, subject to any contractual obligations of confidentiality; and
- (e) shall not accept, recommend, approve or enter into or propose to publicly accept, recommend, approve or enter into an agreement to implement a Meadow Bay Acquisition Proposals in the case of Meadow Bay and MVMD Acquisition Proposals in the case of MVMD.

10.2 Confidentiality.

- (a) The information provided by each of Meadow Bay and MVMD, in any form whether written, electronic or verbal, as to financial condition, business, properties, title, assets and affairs (including any material contracts) as may reasonably be requested by the other Party will be kept confidential by each Party (the “**Confidential Information**”), other than information that:
 - (i) has become generally available to the public;
 - (ii) was available to a party or its representatives on a non-confidential basis before the date of this Agreement; or
 - (iii) has become available to a party or its representatives on a non-confidential basis from a person who is not, to the knowledge of the party or its representatives, otherwise bound by confidentiality obligations to the provider of such information or otherwise prohibited from transmitting the information to the party or its representatives.
- (b) No Confidential Information may be released to third parties without the consent of the provider thereof, except if such information is required to be released by law, court order or stock exchange rule; and Confidential Information may be used

solely for the purpose of consummating the transactions contemplated by this Agreement.

- 10.3 Press Release.** The Parties will advise each other, in advance, and seek comment and approval of, of any public statement or press release which they propose to make in respect of the Amalgamation, provided that no Party shall be prevented from making any public statement or press release which is required to be made by law or any rule of a stock exchange or similar organization to which it is bound.

ARTICLE 11 **TERMINATION**

- 11.1** This Agreement may, by notice given before or at the Closing, be terminated by:
- (a) mutual agreement of Meadow Bay and MVMD;
 - (b) either Meadow Bay or MVMD upon notice to the other in the event that any condition set forth in Article 5, Article 6 or Article 7 of this Agreement for their benefit, as applicable, is not satisfied to the satisfaction of such Party prior to the Closing Date or becomes incapable of being satisfied and such Party does not waive such condition;
 - (c) either Meadow Bay or MVMD, if there shall be any Applicable Law that makes consummation of the Amalgamation illegal or otherwise prohibited, any applicable regulatory authority having notified in writing either Meadow Bay or MVMD that it will not permit the Amalgamation to proceed, or if any judgment, injunction, order or decree of a competent governmental entity enjoining Meadow Bay or MVMD from consummating the Amalgamation shall be entered and such judgment, injunction, order or decree shall have become final and non-appealable;
 - (d) provided MVMD is not then in breach of this Agreement (or would be in breach upon notice or lapse of time), MVMD if:
 - (i) Meadow Bay has breached any of its representations, warranties or covenants in this Agreement in any material respect and such breach is not curable or if curable, is not cured within five Business Days after notice thereof has been received by Meadow Bay; or
 - (ii) there shall occur after the date hereof, any change, effect, event, circumstance or fact that constitutes a Material Adverse Effect in respect of Meadow Bay; and
 - (e) provided Meadow Bay is not then in breach of this Agreement (or would be in breach upon notice or lapse of time), Meadow Bay if:
 - (i) MVMD has breached any of its representations, warranties or covenants in this Agreement in any material respect and such breach is not curable or if curable, is not cured within five Business Days after notice thereof has been received by MVMD; or

- (ii) there shall occur after the date hereof, any change, effect, event, circumstance or fact that constitutes a Material Adverse Effect in respect of MVMD.

11.2 Each Party's right of termination under Section 11.1 hereto is in addition to any other rights it may have under this Agreement or otherwise, and the exercise of such right of termination will not be an election of remedies. If this Agreement is terminated pursuant to Section 11.1 hereto, all obligations of the Parties under this Agreement will terminate, except as provided under Section 11.3 hereto; provided, however, that for greater certainty if this Agreement is terminated by a Party because of the breach of the Agreement by another Party or because one or more of the conditions to the terminating Party's obligations under this Agreement is not satisfied as a result of any other Party's failure to comply with its obligations under this Agreement, the terminating Party's right to pursue all legal remedies will survive such termination unimpaired.

11.3 Expenses; Reimbursement; Break Fee.

All fees, costs and expenses incurred in connection with this Agreement shall be paid by the Party incurring such fees, costs or expenses. Nothing in this Section 11.3 shall preclude a Party from seeking injunctive relief to restrain any breach or threatened breach of the covenants or agreements set forth in this Agreement or otherwise to obtain specific performance of any such covenants or agreements. In the event of a termination of this Agreement by MVMD pursuant to Section 11.1(d)(i), and Meadow Bay subsequently consummating a transaction pursuant to a Meadow Bay Acquisition Proposal within one year of the date of termination of this Agreement, Meadow Bay shall be required to pay forthwith upon consummation of such transaction to or as directed by MVMD an amount equal to the Break Fee.

ARTICLE 12
NOTICES

12.1 All notices, demands or other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given when delivered personally to the recipient or by email addressed to the recipient. Such notices, demands and other communications shall be delivered, mailed or sent electronically to the Parties at the respective addresses or email addresses indicated below:

- (a) If to Meadow Bay, addressed as follows:

#210 - 905 West Pender Street
Vancouver, BC V6C 1L6

Attention: Robert Dinning, President & Chief Executive Officer

E-mail: [REDACTED]

With a copy to:

Gowling WLG (Canada) LLP
Attention: Brett Kagetsu
E-mail: brett.kagetsu@gowlingwlg.com

(b) If to MVMD, addressed as follows:

c/o ECS Law, 2425 Matheson Blvd. E., 8th Floor
Toronto, ON L4W 5K4

Attention: Dennis Hancock, President and Chief Executive Officer

E-mail: [REDACTED]

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

ECS Law
2425 Matheson Blvd. E., 8th Floor
Toronto, ON L4W 5K4

Attention: Antonina Szaszewicz

E-mail: antonina@ecslaw.ca

or to such other address as the Party to be notified shall have furnished to the other Parties in writing. Any notice given in accordance with the foregoing shall be deemed to have been given when delivered in person or on the next Business Day following the date on which it shall have been sent electronically or mailed.

ARTICLE 13 **GENERAL**

13.1 This Agreement:

- (a) shall be construed and enforced in accordance with the Applicable Laws of the Province of Ontario and the federal laws of Canada applicable therein; and
- (b) shall enure to the benefit of and be binding upon Meadow Bay, Subco and MVMD and their respective executors, administrators, legal representatives, successors and permitted assigns, nothing in this Agreement, express or implied, being intended to confer upon any other person any rights or remedies hereunder.

13.2 This Agreement may be amended or modified only by a written instrument executed by the Parties affected thereby, or by their respective successors and permitted assigns.

13.3 This Agreement, the Schedules hereto if applicable and the documents specifically referred to herein or executed and delivered concurrently herewith or at the Closing constitute the entire agreement, understanding, representations and warranties of the Parties hereto and supersede any prior agreement, understanding, representation, warranty or documents relating to the subject matter of this Agreement including, for greater certainty, the Letter Agreement.

13.4 Time shall be of the essence hereof.

13.5 Each of the Parties hereto covenants and agrees that at any time and from time to time after the Closing Date such Party will, upon the request of any other Party, do, execute, acknowledge and deliver all such further acts, documents and assurances as may be reasonably required for the better carrying out of the terms of this Agreement.

- 13.6** This Agreement may be executed by facsimile or PDF email and in one or more counterparts, each of which shall be considered an original but all of which together shall constitute one and the same agreement.
- 13.7** The Parties hereto agree to file in a timely manner all forms required to be filed after the Closing Date by Applicable Law and by the regulations and policies of all applicable securities regulatory authorities in connection with the Amalgamation. The Parties acknowledge that a copy of this Agreement will be filed on SEDAR.
- 13.8** Neither this Agreement nor any right or obligation hereunder shall be assignable by any Party hereto without the prior written consent of the other Parties hereto, which consent may be arbitrarily withheld.
- 13.9** Until immediately after the Effective Time, all documents and information exchanged or received hereunder by Meadow Bay, Subco or MVMD and their respective auditors and solicitors shall be treated as confidential information except as may be required by law, or regulation. Any press releases shall be subject to joint approval of Meadow Bay and MVMD. The Parties acknowledge that a copy of this Agreement will be required to be filed by Meadow Bay on SEDAR pursuant to applicable Securities Laws.

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

IN WITNESS WHEREOF the Parties hereto have duly executed this Agreement as of the date first above written.

MEADOW BAY GOLD CORPORATION

By: "Robert Dinning"
Authorized Signatory

2700915 ONTARIO INC.

By: "Robert Dinning"
Authorized Signatory

MOUNTAIN VALLEY MD INC.

By: "Evan Clifford"
Authorized Signatory