



INFORMATION CIRCULAR

FOR

A SPECIAL MEETING OF SHAREHOLDERS

IN RESPECT OF AN ARRANGEMENT

BETWEEN

ACANA CAPITAL CORP.

AND

**JG WEALTH MANAGEMENT CORPORATION and ACANA CAPITAL USA, INC.
and the SHAREHOLDERS OF ACANA CAPITAL CORP.**

August 13, 2014



NOTICE OF SPECIAL MEETING OF SHAREHOLDERS

TO: The Shareholders of Acana Capital Corp.

TAKE NOTICE that pursuant to an order of the Supreme Court of British Columbia dated August 15th, 2014, a special meeting (the "Meeting") of shareholders (the "Company Shareholders") of Acana Capital Corp. ("Acana" or the "Company") will be held at #200 8338-120th Street, Surrey, British Columbia, on September 22, 2014, at 10:00 AM (Pacific Daylight Savings Time).

- to consider and, if thought fit, pass, with or without variation, a special resolution approving an arrangement (the "Plan of Arrangement") under Division 5 of Part 9 of the *Business Corporations Act* (British Columbia) (the "Act") which involves, among other things, the distribution to the Company Shareholders shares of JG Wealth Management Corporation ("JG Wealth") and Acana Capital USA, Inc. ("USA") shares, which are both wholly-owned subsidiaries of the Company, all as more fully set forth in the accompanying management information circular (the "Circular") of the Company;
- to consider and, if thought fit, pass, with or without variation, an ordinary resolution to approve, ratify and affirm a stock option plan for each of JG Wealth and USA;
- to approve a change of name of USA to Ameri-Can Agri Co. or such similar name;
- to approve a change of name of JG Wealth to a name to be determined by the directors of the Company in their sole discretion.
- to transact such other business as may properly come before the Meeting or at any adjournment(s) or postponement(s) thereof.

AND TAKE NOTICE that Acana Shareholders who validly dissent from the Arrangement will be entitled to be paid the fair value of their Company Shares subject to strict compliance with the provisions of the interim order (as set forth herein), the Plan of Arrangement and sections 237 to 247 of the Act. The dissent rights are described in Schedule "D" of the Circular. Failure to comply strictly with the requirements set forth in the Plan of Arrangement and sections 237 to 247 of the Act may result in the loss of any right of dissent.

This Circular provides additional information relating to the matters to be dealt with at the Meeting and is deemed to form part of this Notice. Also accompanying this Notice and the Circular is a form of proxy for use at the Meeting. Any adjourned meeting resulting from an adjournment of the Meeting will be held at a time and place to be specified at the Meeting. Only Acana Shareholders of record at the close of business on August 13th, 2014 will be entitled to receive notice of and vote at the Meeting.

Registered Acana Shareholders unable to attend the Meeting are requested to date, sign and return the enclosed form of proxy and deliver it in accordance with the instructions set out in the proxy and in the Circular. If you are a non-registered Acana Shareholder and receive these materials through your broker or through another intermediary, please complete and return the materials in accordance with the instructions provided to you by your broker or the other intermediary. Failure to do so may result in your shares of the Company not being voted at the Meeting.

Dated at Surrey, British Columbia, this 13th day of August, 2014

BY ORDER OF THE BOARD OF DIRECTORS

"Luck Janda"
Lucky Janda,
President and CEO

FORM 17
(RULES 4-6(1),5-1 (4),5-2 (4),5-4 (1),8-1 (21.1) and (22),
9-4 (1), 12-2 (6), 13-3 (25),16-1 (16.1) and (17),
20-5 (3), 21-5 (4),23-1 (9),23-3 (10) and 23-5 (5))

No. S-146013

Vancouver (Robson Square) Registry

In Supreme Court of British Columbia

Between

ACANA CAPITAL CORP.

Plaintiff

and

JG WEALTH MANAGEMENT CORPORATION and AMERI-CAN AGRI CO. (formerly
Acana Capital USA Inc.) and the Shareholders of Acana Capital Corp.

Defendants

REQUISITION -GENERAL

Filed by: Acana Capital Corp.

Required: A hearing of an Application for a final Order approving the Arrangement and for a determination that the terms and conditions of the Arrangement are fair to the Shareholders to be made before the presiding Judge in Chambers at the Courthouse,800 Smithe Street, Vancouver,B.C., on October 10, 2014 at 9:45a.m. (Vancouver time) (the "Final Application");

At the hearing of the Final Application the Court may approve the Arrangement as presented or may approve it subject to such terms and conditions as the Court deems fit.

It is not known whether the matter will be contested and it is estimated that the hearing will take 10 minutes to be heard.

THIS REQUEST FOR A HEARING OF THE FINAL APPLICATION is being brought pursuant to a Petition filed on August 5, 2014 by Acana Capital Corp. (the "Petitioner") in the Supreme Court of British Columbia for approval of a Plan of Arrangement (the "Arrangement"), pursuant to the Business Corporations Act, S.B.C. 2002, Chapter 57,as amended.

AT A HEARING of the Supreme Court of British Columbia on August 15, 2014 the Interim Order was pronounced whereby the Court has given directions as to the calling of a special meeting of the holders of common shares in the capital of the Petitioner (the "Shareholders"),for the purpose, inter alia, of considering and voting upon the Arrangement and approving the Arrangement. The Interim Order sets the date for the Final Application at October 10, 2014.

ANY SHAREHOLDER affected by the Final Order sought may appear (either in person or by counsel) and make submissions at the hearing of the Final Application if such person has filed with the Court at the Court Registry, 800 Smithe Street, Vancouver, British Columbia a Response in the form prescribed by the Rules of Court of the Supreme Court of British Columbia and delivered a copy of the filed Response, together with all materials on which such person intends to rely at the hearing of the Final Application, including an outline of such person's proposed submissions, to the Petitioner at its address for delivery set out below by or before 10:00 am.(Vancouver time) on October 7, 2014.

The Petitioner's address for delivery is:
8338-120th Street
Surrey, British Columbia V3W 3N4
Attention:Laine Trudeau

ANY SHAREHOLDER WHO WISHES TO BE NOTIFIED OF ANY ADJOURNMENT OF THE FINAL APPLICATION, MUST GIVE NOTICE by filing and delivering the form of "Response" as aforesaid. You may obtain a form of "Response" at www.ag.gov.bc.ca.

IF YOU DO NOT FILE A RESPONSE and attend either in person or by counsel at the time of such hearing,the Court may approve the Arrangement,as presented,or may approve it subject to such terms and conditions as the Court shall deem fit,all without any further notice to you. If the Arrangement is approved, it will significantly affect the rights of the Shareholders.

A copy of the said Petition and other documents in the proceedings will be furnished to any member of the Petitioner upon request in writing addressed to the Petitioner at its address for delivery as set out above.

This requisition is supported by the following:

1. Affidavit #2 of Lucky Janda, made September, 2014.

Acana Capital Corp.
#200 8338 120 Street
Surrey, British Columbia V3W 3N4
Main: (604) 443-5059 Fax: (604) 592-6881
E-mail: info@acanacapitalcorp.com

This Circular is furnished in connection with the solicitation of proxies by management of Acana for use at the special meeting of shareholders of the Company to be held on September 22, 2014 at 10:00 a.m.

Unless the context otherwise requires, capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Glossary of Terms set forth in this Circular.

NOTICE TO UNITED STATES SHAREHOLDERS

The solicitation of proxies is not subject to the requirements of Section 14(a) of the U.S. Exchange Act by virtue of an exemption applicable to proxy solicitations by foreign private issuers as defined in Rule 3b-4 of the U.S. Exchange Act. Accordingly, this Circular has been prepared in accordance with applicable Canadian disclosure requirements. Residents of the United States should be aware that such requirements differ from those of the United States applicable to proxy statements under the U.S. Exchange Act.

This document does not address any income tax consequences of the disposition of Acana Capital Shares by Shareholders. Shareholders in a jurisdiction outside of Canada should be aware that the disposition of Acana Capital Shares by them may have tax consequences both in those jurisdictions and in Canada, and are urged to consult their tax advisors with respect to their particular circumstances and the tax considerations applicable to them.

The JG Wealth and USA shares to be issued under the Arrangement have not been registered under the U.S. Securities Act and are being issued in reliance on the exemption from registration set forth in Section 3(a)(10) of the U.S. Securities Act on the basis of the approval of the Court as described in this Circular.

The securities issuable in connection with the arrangement have not been approved or disapproved by the United States Securities and Exchange Commission (the "SEC") or the securities regulatory authority in any state, nor has the SEC or the securities regulatory authority of any state passed on the adequacy or accuracy of this circular. Any representation to the contrary is a criminal offense.

Information concerning any properties and operations of the Company, including any assets to be transferred to JG Wealth and USA as part of the Arrangement, has been prepared in accordance with Canadian standards under applicable Canadian securities laws, and may not be comparable to similar information for United States companies.

Financial statements included or incorporated by reference herein have been prepared in accordance with generally accepted accounting principles in Canada and are subject to auditing and auditor independence standards in Canada, and reconciled to accounting principles generally accepted in the United States. The Company Shareholders should be aware that the reorganization of the Company pursuant to the Plan of Arrangement as described herein may have tax consequences in both the United States and Canada. Such consequences for The Company Shareholders who are resident in, or citizens of, the United States may not be described fully in this Circular.

The enforcement by the Acana Shareholders of civil liabilities under the United States federal securities laws may be affected adversely by the fact that the Company and JG Wealth shares are incorporated or organized under the laws of a foreign country, that some or all of their officers and directors and the experts named herein are residents of a foreign country and that the assets of the Company, JG Wealth and USA are located both outside the United States and within the United States.

INFORMATION CONCERNING FORWARD-LOOKING STATEMENTS

Except for statements of historical fact contained herein, the information presented in this Information Circular and any information that constitutes "forward-looking statements" or "information" (collectively "statements") as

such terms are used in the *Private Securities Litigation Reform Act of 1995* and similar Canadian laws relate to analyses and other information that are based on forecasts of future results, estimates are not yet determinable and assumptions of management and the Company undertakes no obligation to update any forward-looking statements if these beliefs, estimates and opinions or other circumstances should change, except as may be required by applicable law.

Although the Company has attempted to identify important factors that could cause actual actions, events or results to differ materially from those described in the forward-looking statements, there may be other factors that cause actions, events or results not to be as anticipated, estimated or intended. There can be no assurances that such statements will prove to be accurate as actual results and future events could differ materially from those anticipated in such statements. Accordingly, readers should not place undue reliance on forward-looking statements contained this Circular and any documents incorporated into this Circular.

Forward-looking statements are made based on management's beliefs, estimates and opinions on the date the statements are made and the Company undertakes no obligation to update any forward-looking statement if these beliefs, estimates and opinions or other circumstances should change, except as may be required by applicable law.

INFORMATION CONTAINED IN THIS CIRCULAR

The information contained in this Circular is given as at August 13th, 2014, unless otherwise noted.

No person has been authorized to give any information or to make any representation in connection with the Arrangement and other matters described herein other than those contained in this Circular and, if given or made, any such information or representation should be considered not to have been authorized by the Company.

This Circular does not constitute the solicitation of an offer to purchase any securities or the solicitation of a proxy by any person in any jurisdiction in which such solicitation is not authorized or in which the person making such solicitation is not qualified to do so or to any person to whom it is unlawful to make such solicitation.

Information contained in this Circular should not be construed as legal, tax or financial advice and the Acana Shareholders are urged to consult their own professional advisers in connection therewith.

Descriptions in the body of this Circular of the terms of the Arrangement Agreement and the Plan of Arrangement are merely summaries of the terms of those documents. The Company Shareholders should refer to the full text of the Arrangement Agreement and the Plan of Arrangement for complete details of those documents. The full text of the Arrangement Agreement is attached to this Circular as Schedule "B" and the Plan of Arrangement is attached as Exhibit II to the Arrangement Agreement.

GLOSSARY OF TERMS

The following is a glossary of general terms and abbreviations used in this Circular, which are not all inclusive:

"Acana Capital USA, Inc." means the Company's wholly-owned subsidiary established under the laws of the State of Nevada, USA.

"Acana Class A Shares" means the renamed and re-designated Common Shares of the Company described in the Plan of Arrangement;

"Acana Share Commitments" means an obligation of the Company to issue New Shares and to deliver JG Wealth shares to the holders of Company Options and Warrants which are outstanding on the Effective Date, upon the exercise of such stock options and warrants;

"Acana Shares" means the common shares without par value in the authorized share structure of the Company, as constituted on the date of the Arrangement Agreement;

"Acana Shareholder" means a holder of the Company Shares;

"Acana Stock Option Plan" means the share purchase option plan of the Company;

"Acana Stock Options" means the common share purchase options issued pursuant to the Company Stock

Option Plan which are outstanding on the Effective Date;

"Acana Warrants" means the common share purchase warrants of the Company outstanding on the Effective Date;

"Act" means the applicable Provincial laws and regulations as well as any applicable laws and regulations of the securities laws in both the relevant Province and Canada, as applicable under the circumstances contemplated herein;

"Act" means the *Business Corporations Act* (British Columbia), S.B.C. 2002, c. 57, as may be amended or replaced from time to time;

"Arrangement" means the arrangement under the Arrangement Provisions pursuant to which the Company proposes to reorganize its business and assets, and which is set out in detail in the Plan of Arrangement;

"Arrangement Agreement" means the agreement dated effective July 15th, 2014 between the Company and JG Wealth and USA, a copy of which is attached as Schedule "A" to this Circular, and any amendment(s) or variation(s) thereto;

"Arrangement Provisions" means Part 9, Division 5 of the Act;

"Arrangement Resolution" means the special resolution to be considered by the Acana Shareholders to approve the Arrangement.

"Asset" means 100% of Acana's interest in its equity stock portfolio and real estate holdings in Toronto, Ontario, Canada;

"Beneficial Shareholder" means any Company Shareholder who is not a Registered Shareholder;

"Board" means the board of directors of the Company;

"Business Day" means a day which is not a Saturday, Sunday or statutory holiday in Vancouver, British Columbia;

"Circular" means this management information circular;

"Company" means Acana Capital Corp.

"Court" means the Supreme Court of British Columbia;

"Dissenting Shareholder" means any Company Shareholder who validly exercises rights of dissent under the Arrangement and who will be entitled to be paid fair value for his, her or its The Company Shares in accordance with the Interim Order and the Plan of Arrangement;

"Dissenting Shares" means the Company Shares in respect of which Dissenting Shareholders have exercised a right of dissent;

"Effective Date" means the date upon which the Arrangement becomes effective;

"Exchange" means the Canadian National Stock Exchange;

"Exchange Factor" means the number arrived at by dividing the post division shares, anticipated to be 60,293,344 by the number of issued Company Shares as of the close of business on the Share Distribution Record Date;

"Final Order" means the final order of the Court approving the Arrangement;

"Interim Order" means the interim order of the Court dated the 15th day of August, 2014 pursuant to the Act in respect of the Arrangement, a copy of which is attached to this Circular as Schedule "B";

"Intermediaries" refers to brokers, investment firms, clearing houses and similar entities that own securities on behalf of Beneficial Shareholders;

"JG Wealth" means JG Wealth Management Corporation, a private company incorporated under the Act;

"JG Wealth Commitments" mean the covenants of JG Wealth to issue JG Wealth shares to the holders of the Company Share Commitments who exercise their rights thereunder after the Effective Date, and are entitled pursuant to the corporate reorganization provisions thereof to receive.

"JG Wealth Option Plan" means the proposed common share purchase option plan of JG Wealth which are subject to Shareholder approval;

"JG Wealth Option Plan Resolutions" means ordinary resolution for each company to be considered by the Company Shareholders to approve the JG Wealth shares Option Plans, the full text of which is set out in the this Circular;

"JG Wealth Shareholder" means a holder of JG Wealth shares;

"JG Wealth Shares" means the common shares without par value in the authorized share structure of JG Wealth, as constituted on the date of the Arrangement Agreement;

"Listing Date" means the date the JG Wealth and USA shares are listed on the Exchange;

"Meeting" means the special meeting of the Company Shareholders to be held on September 22nd, 2014, and any adjournment(s) or postponement(s) thereof;

"New Shares" means the new class of common shares without par value which the Company will create pursuant to the Plan of Arrangement and which, immediately after the Effective Date, will be identical in every relevant respect to the Company Shares;

"Notice of Meeting" means the notice of annual general and special meeting of the Company Shareholders in respect of the Meeting;

"Plan of Arrangement" means the plan of arrangement attached as Exhibit II to the Arrangement Agreement, which Arrangement Agreement is attached as Schedule "B" to this Circular, and any amendment(s) or variation(s) thereto;

"Property" means the United States real estate holdings to be transferred to Acana Capital USA Inc.

"Proxy" means the form of proxy accompanying this Circular;

"Property" means all of Acana's interest in its real estate properties in United States;

"Registered Shareholder" means a registered holder of the Company Shares as recorded in the shareholder register of the Company maintained by Valiant;

"Registrar" means the Registrar of Companies under the Act;

"Resolution" means the special resolution to be considered by the Company Shareholders to approve the Arrangement and the ordinary resolution to approve the Stock Option Plans;

"SEC" means the United States Securities and Exchange Commission;

"SEDAR" means the System for Electronic Document Analysis and Retrieval of the Canadian Securities Administrators;

"Share Distribution Record Date" means the close of business on the day which is a day as agreed to by the Company, JG Wealth and USA which will be as soon as practicably reasonable and which date establishes the Acana Shareholders who will be entitled to receive JG Wealth shares pursuant to the Plan of Arrangement and the date the Acana Shareholders will be entitled to receive Acana Capital USA, Inc. shares pursuant to the Disposition.

"Tax Act" means the *Income Tax Act* (Canada), as may be amended, or replaced, from time to time;

“USA” means Acana Capital USA, Inc. a wholly owned subsidiary of Acana;

“USA Commitments” mean the covenants of JG Wealth to issue JG Wealth shares to the holders of the Company Share Commitments who exercise their rights thereunder after the Effective Date, and are entitled pursuant to the corporate reorganization provisions thereof to receive.

"USA Option Plan" means the proposed common share purchase option plan of JG Wealth which are subject to Shareholder approval;

"USA Option Plan Resolutions" means ordinary resolution for each company to be considered by the Company Shareholders to approve the JG Wealth shares Option Plans, the full text of which is set out in the this Circular;

"USA Shareholder" means a holder of USA shares;

"USA Shares" means the common shares without par value in the authorized share structure of USA, as constituted on the date of the Arrangement Agreement;

"U.S. Exchange Act" means the United States *Securities Exchange Act of 1934*, as may be amended, or replaced, from time to time; and

"U.S. Securities Act" means the United States *Securities Act of 1933*, as may be amended, or replaced, from time to time.

"Valiant" means Valiant Trust Company;

SUMMARY

The following is a summary of the information contained elsewhere in this Circular concerning a proposed reorganization of the Company by way of the Arrangement. This Circular also deals with the election of directors, the appointment of an auditor, and the approval of the JG Wealth Option Plan, these items are not included in this summary. Certain capitalized words and terms used in this summary are defined in the Glossary of Terms above. This summary is qualified in its entirety by the more detailed information and financial statements appearing or referred to elsewhere in this Circular and the schedules attached hereto.

The Meeting

The Meeting will be held at #200, 8338-120th Street, Surrey, British Columbia, September 22, 2014 at 10:00 am (Pacific Daylight Savings time). At the Meeting, Acana shareholders will be asked to pass the Special Resolution

- i) approving the Arrangement among Acana, JG Wealth, USA and Acana's Shareholders;
- ii) approving a change of name of USA to Ameri-Can Agri Co. or a similar name;
- iii) approving a change of name of JG Wealth to a name to be determined by the directors of the Company in their sole discretion

Acana's Shareholders will also be requested to consider and, if thought fit, to pass the JG Wealth Option Plan Resolution approving the JG Wealth Stock Option Plan and the USA Option Plan Resolution approving the USA Option Plan.

By passing the foregoing special and ordinary Resolutions, the Acana Shareholders will also be giving the authority to the Board to use its best judgment to proceed with and cause the Company to proceed with the Arrangement and/or the stock split without any requirements to seek or obtain any further approval of the Acana Shareholders.

The Arrangement

The Company is a publicly traded company which conducts financial investments and other banking related activities globally. The Arrangement has been proposed to facilitate the separation of the Company's numerous

business activities from the development of the Asset and the Property. The Company believes that separating into three public companies offers a number of benefits to shareholders.

First, the Company believes that after the separation, each company will be better able to pursue its own specific operating strategies without being subject to the financial constraints of the other business. After the separation, each company will also have the flexibility to implement its own unique growth strategies, allowing both organizations to refine and refocus their business mix. Additionally, because the resulting businesses will be focused in their respective industries, they will be more readily understood by public investors, allowing each company to be in a better position to raise capital and align management and employee incentives with the interests of shareholders.

Pursuant to the Arrangement, Acana will transfer to JG Wealth all of the Company's interest in and to the Asset exchange for 30,646,672 shares of JG Wealth, which shares will be distributed to Acana Shareholders who hold Acana Shares on the Share Distribution Record Date; and

Pursuant to the Arrangement, Acana will transfer to USA all of the Company's interest in and to the Property in exchange for 30,646,672 shares of USA, which shares will be distributed to Acana Shareholders who hold Acana Shares on the Share Distribution Record Date.

Immediately after the Arrangement, each Acana Shareholder as of the Share Distribution Record Date, other than a Dissenting Shareholder, will, immediately after the Arrangement, hold one New Share in the capital of the Company and its *pro-rata* share of the JG Wealth shares and USA shares to be distributed under the Arrangement for each currently held Acana Share. The New Shares will be identical in every respect to the present Acana Shares.

Effect of the Arrangement on Acana Share Commitments

As of the Effective Date, the Acana Share Commitments will be exercisable, in accordance with the corporate reorganization provisions of such securities, into New Shares and JG Wealth shares and USA shares on the basis that the holder will receive, upon exercise, a number of New Shares that equals the number of Acana Shares that would have been received upon the exercise of the Acana Share Commitments prior to the Effective Date, and a number of JG Wealth shares that is equal to the number of New Shares so acquired and the number of USA shares that is equal to the number of New Shares so acquired. JG Wealth and USA have agreed, pursuant to the JG Wealth Commitment and the USA Commitment, to issue JG Wealth shares and USA shares upon exercise of the Acana Share Commitments and furthermore Acana is obligated, as the agent of JG Wealth and USA, to collect and pay to JG Wealth and USA a portion of the proceeds received for each of Acana Share Commitment so exercised, with the balance of the exercise price to be retained by Acana.

Any entitlement to a fraction of a JG Wealth share or USA share resulting from the exercise of the Acana Share Commitments will be cancelled without compensation.

Recommendation and Approval of the Board of Directors

The directors of the Company have concluded that the terms of the Arrangement are fair and reasonable to, and in the best interests of, the Company and the Acana Shareholders. The Board has therefore approved the Arrangement and authorized the submission of the Arrangement to the Company Shareholders and the Court for approval. The Board recommends that the Acana Shareholders vote FOR the approval of the Arrangement.

Reasons for the Arrangement

The decision to proceed with the Arrangement was based on the following primary determinations:

The Company's primary focus is of investment and diversified industry activities;

- With JG Wealth holding the Asset it will facilitate separate development strategies for the Asset required to move forward with each;
- Following the Arrangement, management of the Company will be free to focus entirely on its other business activities, and new management for JG Wealth will be established which has knowledge and expertise specific to the Asset;
- The distribution of 30,646,672 shares of JG Wealth to the Company Shareholders pursuant to the

Arrangement will give the Company Shareholders a direct interest in an investment company that will focus on and pursue the development of the Asset, as well as potentially acquiring additional properties in high-growth locations;

- As a separate investment company, JG Wealth will have direct access to public and private capital markets and will be able to issue debt and equity to fund improvements and development of the Asset and to finance the acquisition and development of any new properties JG Wealth may acquire on a priority basis; and;
 - As a separate investment company, JG Wealth will be able to establish equity based compensation programs to enable it to better attract, motivate and retain directors, officers and key employees, thereby better aligning management and employee incentives with the interests of shareholders.
-
- With USA holding the Property it will facilitate separate development strategies for the Property required to move it forward;
 - Following the Arrangement, management of the Company will be free to focus entirely on its other business activities, and new management for USA will be established which has knowledge and expertise specific to the Property;
 - The distribution of 30,646,672 shares of USA to the Company Shareholders pursuant to the Arrangement will give the Company Shareholders a direct interest in a real estate development company that will focus on and pursue the development of the Property, as well as potentially acquiring additional properties in high-growth locations;
 - As a separate real estate development company, USA will have direct access to public and private capital markets and will be able to issue debt and equity to fund improvements and development of the Property and to finance the acquisition and development of any new properties or investments USA may acquire on a priority basis; and
 - As a separate company, USA will be able to establish equity based compensation programs to enable it to better attract, motivate and retain directors, officers and key employees, thereby better aligning management and employee incentives with the interests of shareholders.

Conduct of Meeting and Shareholder Approval

The Interim Order provides that in order for the Arrangement to proceed, the Arrangement Resolution must be passed, with or without variation, by at least 66 2/3rds of the eligible votes cast with respect to the Arrangement Resolution by Acana Shareholders present in person or by proxy at the Meeting.

Court Approval

The Arrangement, as structured, requires the approval of the Court. Prior to the mailing of this Circular, the Company obtained the Interim Order authorizing the calling and holding of the Meeting and providing for certain other procedural matters. The Interim Order does not constitute approval of the Arrangement or the contents of this Circular by the Court.

The Requisition for the Final Order is attached to the Notice of Meeting. In hearing the petition for the Final Order, the Court will consider, among other things, the fairness of the Arrangement to the Acana Shareholders. The Court will also be advised that based on the Court's approval of the Arrangement, the Company and JG Wealth will rely on an exemption from registration pursuant to Section 3(a)(10) of the U.S. Securities Act for the issuance of the New Shares and JG Wealth shares to any United States based Acana Shareholders. Assuming approval of the Arrangement by the Acana Shareholders at the Meeting, the hearing for the Final Order is scheduled to take place on October 10, 2014 at 9:45 a.m. (Pacific Daylight Savings time) at the Law Courts, 800 Smithe Street, Vancouver, British Columbia, or at such other date and time as the Court may direct. At this hearing, any Company Shareholder or director, creditor, auditor or other interested party of the Company who wishes to participate or to be represented or who wishes to present evidence or argument may do so, subject to filing an appearance and satisfying certain other requirements.

Income Tax Considerations

Canadian Federal income tax considerations for Acana Shareholders who participate in the Arrangement or who dissent from the Arrangement are set out in the summary herein entitled "Income Tax Considerations – Certain Canadian Federal Income Tax Considerations", and certain United States Federal income tax considerations for

Acana Shareholders who participate in the Arrangement or who dissent from the Arrangement are set out in the summary in this Circular.

Right to Dissent

Acana Shareholders will have the right to dissent from the Plan of Arrangement as provided in the Interim Order, the Plan of Arrangement and sections 237 to 247 of the Act. Any Acana Shareholder who dissents will be entitled to be paid in cash the fair value for their Acana Shares held so long as such Dissenting Shareholder:

- (i) does not vote any of his, her or its Acana Shares in favour of the Arrangement Resolution,
- (ii) provides to the Company written objection to the Plan of Arrangement to the Company's head office at #200 8338-120th Street, Surrey, British Columbia V3W 3N4, at least two (2) days before the Meeting or any postponement(s) or adjournment(s) thereof, and
- (iii) otherwise complies with the requirements of the Plan of Arrangement and section 237 to 247 of the Act..

Stock Exchange Listings

Acana Shares are currently listed and traded on the Canadian Securities Exchange (the "Exchange") and will continue to be listed on the Exchange following completion of the Arrangement. The closing of the Arrangement is conditional upon the Exchange approving the listing of the JG Wealth shares and the USA shares on the Exchange.

Information Concerning the Company and JG Wealth after the Arrangement

Following completion of the Arrangement, the Company will continue to carry on its business activities. The Acana Shares will continue to be listed on the Exchange. Each Acana Shareholder will continue to be a shareholder of the Company with each currently held Company Share representing one New Share in the capital of the Company, and each Company Shareholder on the Share Distribution Record Date will receive its *pro-rata* share of the 30,646,672 shares of each of JG Wealth and USA to be distributed to such Company Shareholders under the Arrangement; and,

Following completion of the Arrangement, JG Wealth and USA will be a public company, the shareholders of which will be the holders of the Company Shares on the Share Distribution Record Date. JG Wealth will have all of the Company's interest in the Asset and USA will have all of the Company's interest in the Property. Closing of the Arrangement is conditional upon the JG Wealth and USA shares being listed on the Exchange.

Information Concerning the Company and USA after the Arrangement

Following completion of the Arrangement, the Company will continue to carry on its business activities. The Acana Shares will continue to be listed on the Exchange. Each Acana Shareholder will continue to be a shareholder of the Company with each currently held Company Share representing one New Share in the capital of the Company, and each Company Shareholder on the Share Distribution Record Date will receive its *pro-rata* share of the 30,646,672 shares of USA to be distributed to such Company Shareholders under the Arrangement.

Following completion of the Arrangement USA will be a public company, the shareholders of which will be the holders of the Company Shares on the Share Distribution Record Date. JG Wealth will have all of the Company's interest in the Property. Closing of the Arrangement is conditional upon the JG Wealth shares being listed on the Exchange.

Selected Unaudited Pro-Forma Financial Information of the Company

Pro-Forma Balance Sheet

September 30, 2013

(Prepared by Management - Unaudited)

(Stated in Canadian Dollars)

Acana Capital Corp.

Pro-Forma Balance Sheet

(Unaudited - Expressed in Canadian Dollars)

September 30, 2013

	Unadjusted Note 1	Pro-forma adjustment Note 2a	Pro-forma adjustment Note 2b	Pro-forma adjustment Note 2c	Pro-forma adjustment Note 2d	Pro-forma adjustment Note 2d	After-adjusted Pro-forma
	\$	\$	\$	\$	\$	\$	\$
Assets							
Current assets							
Cash	1,363,153	(1,203,538)	-	-	-	-	159,615
Marketable securities	698,539	1,065,825	-	(1,764,364)	-	-	-
Other receivable	548,790	(341,579)	-	-	(207,211)	-	-
Prepaid	1,250	109,350	-	-	(110,600)	-	-
	2,611,732	(369,942)	-	(1,764,364)	(317,811)	-	159,615
Non-current							
Property for sale	2,127,556	437,472	-	-	(2,565,028)	-	-
Properties	8,707,832	703,323	-	(1,166,062)	(8,245,093)	-	-
Total assets	13,447,120	770,853	-	(2,930,426)	(11,127,932)	-	159,615
Liabilities and shareholders' equity							
Current liabilities							
Accounts payable and accrued liabilities	467,358	(83,900)	(344,692)	-	-	10,000	48,766
Due to related party	20,984	(15,348)	-	-	-	-	5,636
	488,342	(99,248)	(344,692)	-	-	10,000	54,402
Non-current liabilities							
Retractable preferred shares	8,500,000	-	(8,500,000)	-	-	-	-
Note payable	169,950	12,540	8,500,000	-	(8,682,490)	-	-
Total liabilities	9,158,292	(86,708)	(344,692)	-	(8,682,490)	10,000	54,402
Shareholders' equity							
Share capital	2,808,250	-	-	-	-	-	2,808,250
Reserves	3,763,990	670,550	-	-	(851,577)	-	3,582,963
Deficit	(3,979,521)	49,897	344,692	(2,930,426)	239,358	(10,000)	(6,286,000)
Equity attributed to shareholders	2,592,719	720,447	344,692	(2,930,426)	(612,219)	(10,000)	105,213
Non-controlling interests	1,696,109	137,114	-	-	(1,833,223)	-	-
Total Equity	4,288,828	857,561	344,692	(2,930,426)	(2,445,442)	(10,000)	105,213
Total liabilities and shareholders' equity	13,447,120	770,853	-	(2,930,426)	(11,127,932)	-	159,615

---See Accompanying notes to the unaudited pro-forma balance sheet---

Notes to the Pro-forma Balance Sheet
September 30, 2013
(Unaudited - stated in Canadian dollars)

1. BASIS OF PRESENTATION

Acana Capital Corp. ("Acana" or the "Company") has entered into an arrangement

agreement (“Agreement”) with JG Wealth Management Corp. (“JG Wealth”), a wholly owned Canadian subsidiary of the Company, and Acana Capital USA Inc. (“Acana USA”), a wholly owned subsidiary that is incorporated in the United States of America, to execute a proposed plan of arrangement (“Arrangement”) in connection with the reorganization of the Company’s assets located in USA (“USA Assets”) and assets other than cash held in Canada (“Canadian Assets”).

This unaudited pro-forma balance sheet has been compiled for the purpose of inclusion in the management information circular of the Company dated August 13, 2014 (Information Circular”), in connection with the Arrangement. A pro-forma presentation of operations for the period ending September 30, 2013 is not considered practicable in this circumstance nor would it provide any meaningful information to financial statement users.

This unaudited pro-forma balance sheet has been derived from the audited consolidated balance sheet of the Company as at September 30, 2013 and gives effect to the Company's proposed Arrangement under the Business Corporations Act (British Columbia).

Upon completion of the Arrangement, as more fully described in Note 2, the Company’s USA Assets and Canadian Assets will be owned by Acana USA and JG Wealth respectively, which themselves will be owned directly by the shareholders of the Company

This pro-forma consolidated balance sheet has been prepared as if the Arrangement had occurred on September 30, 2013 and that the adjustments disclosed in Note 2 had occurred on the same date. In the opinion of management, this pro-forma balance sheet includes all the adjustments necessary for fair presentation in accordance with Canadian generally accepted accounting principles, inclusive of the effect of the assumptions disclosed in Note 3.

This pro-forma balance sheet is not necessarily reflective of the financial position that would have resulted if the events reflected herein under the Arrangement had occurred on September 30, 2013, but rather expresses the pro-forma results of specific transactions currently proposed. Further, this pro-forma balance sheet is not necessarily indicative of the financial position that may be attained in the future. This pro-forma balance sheet should also be read in conjunction with the Company’s audited annual consolidated financial statements for the year ended September 30, 2013 and the unaudited interim consolidated financial statements for the six months ended March 30, 2014 (“Unaudited 2014 Six Months Financial Statements”) which are also included in the subject Information Circular.

2. PRO-FORMA ADJUSTMENTS

The pro-forma balance sheet gives effect to the following transactions as if they had occurred in accordance with the Arrangement as at September 30, 2013:

(a) These adjustments are recorded to account for significant transactions occurred from October 1, 2013 to March 31, 2014. Details of the movement are available in the Company’s Unaudited 2014 Six Months Financial Statements

(b) These are significant transactions occurred subsequent to March 31, 2014:

- On June 18, 2014, the Company redeemed 8,000,000 Class B preferred shares and 2,250,000 Class B series A preferred shares with total face value of \$8,500,000 from the Company’s

CEO and his spouse by issuance of a promissory note with principal amount of \$8,500,000 (“\$8.5M Promissory Note”). The holders of the preferred shares waived the accrued dividend payable of \$344,692 when these preferred shares were redeemed. The features of these preferred shares are available in the Note 4 to the Company’s Unaudited 2014 Six Months Financial Statements

This \$8.5M Promissory Note has interest of 10% per annum, will expire on June 18, 2015, and is secured by all the current and future tangible and intangible assets of Acana USA

(c) These adjustments are account for transfer of Canadian Assets to JG Wealth under the Arrangement:

- **Transfer of Canadian Assets to JG Wealth**

	\$
Marketable securities**	1,764,364
Shangri La Unit located in Toronto*	1,166,062
Total	2,930,426

* Shangri La Unit is a residential condo unit located in University Avenue of Toronto, Canada.

** marketable securities comprise of investments in shares and share purchase warrants of public and private companies

- Receipt of 30,646,670 common shares issued by JG Wealth (“JG Wealth Shares”) as consideration for the transfer of the Canadian Assets at fair value of \$2,930,426
- Distribution of JG Wealth Shares to shareholders of the Company and recorded an addition of deficit of \$2,930,426.

(d) These adjustments are account for transfer of USA Assets to Acana USA under the Arrangement:

- **Transfer of USA Assets from the Company to Acana USA**

	\$
Property for sale (i)	2,565,028
Properties (ii)	8,245,093
Receivable in connection with the Properties	207,211
Prepaid in connection with the Properties	110,600
Assumption of promissory notes payable	(8,682,490)
Total	2,445,442

(i) Property for sale is a warehouse building located in Tuscon, Arizona

(ii) The following table shows the continuity of the Properties. Description of these real properties is available in the Note 7 of the Company’s Unaudited 2014 Six Months Financial Statements

	September 30, 2013	Acquisition	Deferred development cost	Change of exchange rate	March 31, 2014
	\$	\$	\$	\$	\$
Crocker Drive Property	232,857	-	-	16,628	249,485
106 Glenn	629,437	-	-	46,444	675,881
860 Corning	2,744,580	-	-	202,512	2,947,092
Vineyard Plaza	2,641,259	-	92,271	170,228	2,903,758
River Road Property	414,616	16,076	46,452	33,952	511,096
Pershing-Churchill Property	37,444	-	-	2,760	40,204
Bradshaw Residential	556,925	-	30,352	24,645	611,922
Bader Road Lot	284,652	-	-	21,003	305,655
Total	7,541,770	16,076	169,075	518,172	8,245,093

- Receipt of 30,646,670 common shares issued by Acana USA (“Acana USA Shares”) as consideration for the transfer of the Canadian Assets at fair value of \$2,445,442
- Distribution of Acana USA Shares to shareholders of the Company and recorded an addition of deficit of \$2,445,442.

(e) Accrue \$10,000 professional fees in connection with the completion of the Arrangement.

3. PRO-FORMA ASSUMPTIONS

Pursuant to the Arrangement and Agreement, the Canadian Assets and USA Assets will be transferred from Acana to JG Wealth and Acana USA respectively; and immediately after the Arrangement, all the outstanding common shares of JG Wealth and Acana USA will be distributed to the shareholders of Acana. The shareholders of Acana, at the time of the completion of the Arrangement, will continue collectively owning the Canadian Assets and USA Assets. As a result, there will be no substantial change in the beneficial ownership of the Canadian Assets and USA Assets after the completion of the Arrangement. As such the transfer of these Canadian Assets and USA Assets are recorded at carrying values of these assets in the accounts of Acana and no gain or loss is recognized in the book of Acana

Risk Factors

In considering whether to vote for the approval of the Arrangement, The Company Shareholders should be aware that there are various risks, including those described in this Circular. The Company Shareholders should carefully consider these risk factors, together with other information included in this Circular, before deciding whether to approve the Arrangement.

GENERAL PROXY INFORMATION

Solicitation of Proxies

This Circular is furnished in connection with the solicitation of proxies by management of the Company for use at the Meeting, and at any adjournment(s) or postponement(s) thereof.

The solicitation of proxies will be primarily by mail, but proxies may be solicited personally or by telephone by directors or officers of the Company. The Company will bear all costs of this solicitation. The Company has

arranged for Intermediaries to forward the meeting materials to Beneficial Shareholders held of record by those Intermediaries and the Company may reimburse the Intermediaries for their reasonable fees and disbursements in that regard.

Currency

In this Circular, except where otherwise indicated, all dollar amounts are expressed in the lawful currency of Canada.

Record Date

The Board has fixed August 13, 2014 as the record date (the "Record Date") for determination of persons entitled to receive notice of and to vote at the Meeting. Only Acana Shareholders of record at the close of business on the Record Date who either attend the Meeting personally or complete, sign and deliver a form of proxy in the manner and subject to the provisions described herein will be entitled to vote or to have their Company Shares voted at the Meeting.

PART 1 – VOTING

HOW A VOTE IS PASSED

All matters that will come to a vote at the Meeting, as described in the attached Notice of Meeting, are ordinary resolutions and can be passed by a simple majority – that is, if more than half of the votes that are cast are in favor, then the resolution is approved. Special resolutions require vote of 66 2/3% that are cast in favor, then the special resolution is approved.

WHO CAN VOTE

If you are a registered shareholder of Acana as at August 13, 2014, you are entitled to notice of and to attend at the Meeting and cast a vote for each share registered in your name on all resolutions put before the Meeting. If the shares are registered in the name of a corporation, a duly authorized officer of the corporation may attend on its behalf, but documentation indicating such officer's authority should be presented at the Meeting. If you are a registered shareholder but do not wish to, or cannot, attend the Meeting in person you can appoint someone who will attend the Meeting and act as your proxy holder to vote in accordance with your instructions (see "Voting By Proxy" below). If your shares are registered in the name of a "nominee" (usually a bank, trust company, securities dealer or other financial institution) you should refer to the section entitled "Beneficial Shareholders" set out below.

It is important that your shares be represented at the Meeting regardless of the number of shares you hold. If you will not be attending the Meeting in person, please complete, date, sign and return your form of proxy as soon as possible so that your shares will be represented.

VOTING BY PROXY

If you do not come to the Meeting, you can still make your votes count by voting over the internet or via the telephone (*see proxy for instructions*) or by appointing someone who will be there to act as your proxy holder. You can either tell that person how you want to vote or you can let him or her decide for you. You can do this by completing a form of proxy.

In order to be valid, you must return the completed form of proxy to Acana's transfer agent, Valiant Trust, 600-750 Cambie Street, Vancouver, British Columbia, V6B 0A2 not later than 48 hours, excluding Saturdays, Sundays and holidays, prior to the time of the Meeting or any adjournment thereof.

WHAT IS A PROXY

A form of proxy is a document that authorizes someone to attend the Meeting and cast your votes for you. A form of proxy is enclosed with this Information Circular. You should use it to appoint a proxy holder, although you can also use any other legal form of proxy.

APPOINTING A PROXY HOLDER

You can choose any individual or company to be your proxy holder. The person whom you designate need not be a shareholder. To make such an appointment, simply fill in the person's name in the blank space provided in the enclosed form of proxy. To vote your shares, your proxy holder must attend the Meeting. If you do not fill a name in the blank space in the enclosed form of proxy, the persons named in the form of proxy will be deemed to be appointed to act as your proxy holder. Such persons are directors and/or officers of Acana (the "Management Proxy holders").

INSTRUCTING YOUR PROXY

You may indicate on your form of proxy how you wish your proxy holder to vote your shares. To do this, simply mark the appropriate boxes on the form of proxy. If you do this, your proxy holder must vote your shares in accordance with the instructions you have given.

If you do not give any instructions as to how to vote on a particular issue to be decided at the Meeting, your proxy holder can vote your shares as he or she thinks fit. If you have appointed the Management Proxy holders as your proxy holder, they will, unless you give contrary instructions, vote your shares at the Meeting as follows:

**FOR the approval of the Arrangement;
FOR the approval of the stock option plans of each of JG Wealth and USA
FOR the approval of the change of name of both JG Wealth and USA**

CHANGING YOUR MIND

If you want to revoke your proxy after you have delivered it, you can do so at any time before it is used. You may do this by (a) attending the Meeting and voting in person; (b) signing a proxy bearing a later date; (c) signing a written statement which indicates, clearly, that you want to revoke your proxy and delivering this signed written statement to Acana at #200, 8338-120th Street, Surrey, B.C., V3W 3N4; or (d) in any other manner permitted by law.

Your proxy will only be revoked if a revocation is received by 5:00 in the afternoon (Vancouver time) on the last business day before the day of the Meeting, or any adjournment thereof, or delivered to the person presiding at the Meeting before it (or any adjournment) commences. If you revoke your proxy and do not replace it with another that is deposited with us before the deadline, you can still vote your shares but to do so you must attend the Meeting in person. Only registered shareholders may revoke a proxy. If your shares are not registered in your own name and you wish to change your vote, you must, at least 7 days before the Meeting, arrange for your nominee to revoke your proxy on your behalf.

BENEFICIAL SHAREHOLDERS

The following information is of significant importance to shareholders who do not hold Common Shares in their own name.

Beneficial Shareholders should note that the only proxies that can be recognized and acted upon at the Meeting are those deposited by registered shareholders (those whose names appear on the records of the Company as the registered holders of Common Shares) or as set out in the following disclosure.

If Common Shares are listed in an account statement provided to a shareholder by a broker, then in almost all cases those Common Shares will not be registered in the shareholder's name on the records of the Company. Such Common Shares will more likely be registered under the names of the **shareholder's** broker or an agent of that broker (an "Intermediary"). In the United States, the vast majority of such Common Shares are registered under the name of Cede & Co. as nominee for The Depository Trust Company (which acts as depository for many U.S. brokerage firms and custodian banks), and in Canada, under the name of CDS & Co. (the registration name for The Canadian Depository for Securities Limited, which acts as nominee for many Canadian brokerage firms).

Intermediaries are required to seek voting instructions from Beneficial Shareholders in advance of meetings of shareholders. Every Intermediary has its own mailing procedures and provides its own return instructions to clients.

There are two kinds of Beneficial owners - those who object to their name being made known to the issuers of securities which they own (called "OBOs" for Objecting Beneficial Owners) and those who do not object to the issuers of the securities they own knowing who they are (called "NOBOs" for Non-Objecting Beneficial Owners).

The Company is taking advantage of the provisions of National Instrument 54-101 "Communication with Beneficial Owners of Securities of a Reporting Issuer" that permit it to directly deliver proxy-related materials to its NOBOs. As a result NOBOs can expect to receive a scannable Voting Instruction Form ("VIF") from our transfer agent, Valiant Trust Company of Canada ("Valiant"). These VIFs are to be completed and returned to Valiant in the envelope provided or by facsimile. In addition, Valiant provides both telephone voting and internet voting as described on the VIF itself which contain complete instructions. Valiant will tabulate the results of the VIFs received from NOBOs and will provide appropriate instructions at the Meeting with respect to the shares represented by the VIFs they receive."

These security holder materials are being sent to both registered and non-registered owners of the securities of the Company. If you are a non-registered owner, and the Company or its agent has sent these materials directly to you, your name and address and information about your holdings of securities, have been obtained in accordance with applicable securities regulatory requirements from the intermediary holding on your behalf.

By choosing to send these materials to you directly, the Company (and not the intermediary holding on your behalf) has assumed responsibility for (i) delivering these materials to you, and (ii) executing your proper voting instructions. Please return your voting instructions as specified in your request for voting instructions.

Beneficial Shareholders who are OBOs should follow the instructions of their intermediary carefully to ensure that their Common Shares are voted at the Meeting

The form of proxy supplied to you by your broker will be similar to the proxy provided to registered shareholders by the Company. However, its purpose is limited to instructing the intermediary on how to vote your Common Shares on your behalf. Most brokers now delegate responsibility for obtaining instructions from clients to Broadridge Financial Solutions, Inc. ("Broadridge") in the United States and in Canada. Broadridge mails a VIF in lieu of a proxy provided by the Company. The VIF will name the same persons as the Company's Proxy to represent your Common Shares at the Meeting. You have the right to appoint a person (who need not be a Beneficial Shareholder of the Company), other than any of the persons designated in the VIF, to represent your Common Shares at the Meeting and that person may be you. To exercise this right, you should insert the name of the desired representative (which may be yourself) in the blank space provided in the VIF. The completed VIF must then be returned to Broadridge by mail or facsimile or given to Broadridge by phone or over the internet, in accordance with Broadridge's instructions. Broadridge then tabulates the results of all instructions received and provides appropriate instructions respecting the voting of Common Shares to be represented at the Meeting and the appointment of any shareholder's representative.

If you receive a VIF from Broadridge, the VIF must be completed and returned to Broadridge, in accordance with its instructions, well in advance of the Meeting in order to have your Common Shares voted or to have an alternate representative duly appointed to attend and to vote your Common Shares at the Meeting.

REVOCAION OF PROXIES

In addition to revocation in any other manner permitted by law, a registered shareholder who has given a Proxy may revoke it by:

executing a Proxy bearing a later date or by executing a valid notice of revocation, either of the foregoing to be executed by the registered shareholder or the registered shareholder's authorized attorney in writing, or, if the shareholder is a corporation, under its corporate seal confirmed by Valiant or at the address of the registered office of the Company at #200-8338, 120th Street, Surrey, BC V3W 3N4, at any time up to and including the last business day that precedes the day of the Meeting or, if the Meeting is adjourned, the last business day that precedes any reconvening thereof, or to the chairman of the Meeting on the day of the Meeting or any reconvening thereof, or in any other manner provided by law, or personally attending the

Meeting and voting the registered shareholder's Common Shares. A revocation of a Proxy will not affect a matter on which a vote is taken before the revocation.

INTEREST OF CERTAIN PERSONS OR COMPANIES IN MATTERS TO BE ACTED UPON

No director or executive officer of the Company, or any person who has held such a position since the beginning of the last completed financial year end of the Company, nor any nominee for election as a director of the Company, nor any associate or affiliate of the foregoing persons, has any substantial or material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in any matter to be acted on at the Meeting other than the election of directors, the appointment of the auditor and as set out herein.

PART 2 - VOTING SHARES AND PRINCIPAL HOLDERS THEREOF

The authorized capital of Acana consists of an unlimited number of common shares. At the close of business on August 13, 2014, there were 30,646,672 common shares were outstanding. Each shareholder is entitled to one vote for each common share registered in his or her name at the close of business on August 13, 2014, the date fixed by the Board of Directors as the record date for determining who is entitled to receive notice of and to vote at the Meeting.

To the knowledge of the directors and officers of Acana, no person beneficially owned, directly or indirectly, or exercised control or direction over 10% or more of the common shares on that date.

PART 3 - THE ARRANGEMENT

General

The Arrangement has been proposed to facilitate the separation of the Company's business activities of diversified investments and real estate development. Pursuant to the Arrangement, a separate company "JG Wealth Management Corporation" ("JG Wealth"), currently a wholly-owned subsidiary of the Company, will acquire the Asset for aggregate consideration of 30,646,672 shares of JG Wealth.

The Arrangement has been proposed to facilitate the separation of the Company's business activities of real estate development in the USA. Pursuant to the Arrangement, as separate company "Acana Capital USA, Inc." ("USA"), currently a wholly-owned subsidiary of the Company, will acquire the Property for aggregate consideration of 30,646,672 shares of USA.

Following the Arrangement, the Company will continue to carry on its business activities. Each Company Shareholder will, immediately after the Effective Date, hold one New Share for each Company Share held immediately prior to the Arrangement, which will be identical in every respect to the present The Company Shares, and each Company Shareholder on the Share Distribution Record Date will receive its *pro-rata* share of the JG Wealth 30,646,672 shares and its *pro-rata* share of the USA 30,646,472 shares that are acquired by the Company in exchange for the Asset and Portfolio and Property, respectively and more particularly set out herein.

Reasons for the Arrangement

The Board has determined that the Company should concentrate its efforts on its primary business activities. To this end, the Board approved a reorganization of the Company pursuant to the Arrangement as described in this Circular.

The Board is of the view that the Arrangement will benefit the Company and the Company Shareholders. This conclusion is based on the following primary determinations:

- the Company's primary focus is the on investment and other banking related activities.. By JG Wealth holding the Asset it will facilitate separate development strategies for the Asset required to move the Asset forward;
- following the Arrangement, management of the Company will be free to focus entirely on its other business activities, and new management for JG Wealth will be established with the knowledge and expertise

- specific to JG Wealth's business;
- the formation of JG Wealth and the distribution of 30,646,672 of JG Wealth Shares to the Company Shareholders pursuant to the Arrangement will give the Company Shareholders a direct interest in a new company that will focus on and pursue the development of the Asset as well as potentially acquiring additional similar assets;
- as a separate investment company, JG Wealth will have direct access to public and private capital markets and will be able to issue debt and equity to fund improvements and development of the Asset and to finance the acquisition and development of any new assets JG Wealth may acquire on a priority basis; and
- as a separate investment company, JG Wealth will be able to establish equity based compensation programs to enable it to better attract, motivate and retain directors, officers and key employees, thereby better aligning management and employee incentives with the interests of shareholders.
- the formation of USA to hold the Property and the distribution of 30,646,672 USA shares will facilitate separate development strategies for the Property required to move it forward;
- following the Arrangement, management of the Company will be free to focus entirely on its other business activities, and new management for USA will be established which has knowledge and expertise specific to the Property;
- the distribution of 30,646,672 shares of USA to the Company Shareholders pursuant to the Arrangement will give the Company Shareholders a direct interest in a USA real estate development company that will focus on and pursue the development of the Asset, as well as potentially acquiring additional properties in high-growth locations;
- as a separate real estate development company, USA will have direct access to public and private capital markets and will be able to issue debt and equity to fund improvements and development of the Asset and to finance the acquisition and development of any new properties JG Wealth may acquire on a priority basis; and
- as a separate company, USA will be able to establish equity based compensation programs to enable it to better attract, motivate and retain directors, officers and key employees, thereby better aligning management and employee incentives with the interests of shareholders.

Recommendation of Directors

The Board approved the Arrangement and authorized the submission of the Arrangement to the Company Shareholders and the Court for approval. The Board has concluded that the Arrangement is in the best interests of the Company and the Company Shareholders, and recommends that the Company Shareholders vote FOR the Arrangement Resolution at the Meeting. In reaching this conclusion, the Board considered the benefits to the Company and the Company Shareholders, as well as the financial position, opportunities and the outlook for the future potential and operating performance of the Company and JG Wealth.

Fairness of the Arrangement

The Arrangement was determined to be fair to the Company Shareholders by the Board based upon the following factors, among others:

- the procedures by which the Arrangement will be approved, including the requirement for the approval of 66 2/3% of all shareholders attending the Meeting in person or by Proxy approval by the Court after a hearing at which fairness will be considered;
- the proposed listing of the JG Wealth and USA shares on the Exchange and the continued listing of the New Shares on the Exchange;
- the opportunity for Acana Shareholders who are opposed to the Arrangement, upon compliance with certain conditions, to dissent from the approval of the Arrangement in accordance with the Interim Order, and to be paid fair value for their Acana Shares; and
- each Company Shareholder on the Share Distribution Record Date will participate in the Arrangement on a *pro-rata* basis and, upon completion of the Arrangement, will continue to hold substantially the same *pro-rata* interest that such Acana Shareholder held in the Company prior to completion of the Arrangement and substantially the same *pro-rata* interest in JG Wealth and USA through its direct holdings of JG Wealth and USA rather than indirectly through the Company's holding of JG Wealth and USA.

Details of the Arrangement

The following description of the Arrangement is qualified in its entirety by reference to the full text of the Arrangement Agreement, a copy of which is annexed as Schedule "B" to this Circular, and the Plan of Arrangement, which forms Exhibit II to the Arrangement Agreement. Each of these documents should be read carefully in their entirety.

Pursuant to the Plan of Arrangement, save and except for Dissenting Shares, the following principal steps will occur and be deemed to occur in the following chronological order as part of the Arrangement:

- (a) The Company will transfer the Asset to JG Wealth in consideration for 30,646,672 of JG Wealth (the "Distributed JG Wealth shares") and the Company will be added to the central securities register of JG Wealth;
- (b) The Company will transfer the Property to USA in consideration for 30,646,672 of USA shares (the "Distributed USA shares") and the Company will be added to the central securities register of USA.
- (c) The authorized share capital of the Company will be changed by:
 - (i) altering the identifying name of the Company's shares to Class "A" common shares without par value, being the "Class A Shares";
 - (ii) creating a class consisting of an unlimited number of common shares without par value, being the "New Shares";
 - (iii) creating a class consisting of an unlimited number of class "B" preferred shares without par value having the rights and restrictions described in Exhibit III to the Arrangement Agreement, being the Class "B" Preferred shares;
 - (iv) Each issued Class A Common Share will be exchanged for one New Share and one Class "B" Preferred share and, subject to the exercise of a right of dissent, the holders of the Company's Class A Shares will be removed from the central securities register of the Company and will be added to that central securities register as the holders of the number of New Shares and Class "B" Preferred Shares that they have received on the exchange;
 - (v) All of the issued Class "A" Shares will be cancelled with the appropriate entries being made in the central securities register of the Company, and the aggregate paid-up capital (as that term is used for purposes of the Tax Act) of the Class "A" Shares immediately prior to the Effective Date will be allocated between New Shares and the Class "B" Preferred shares so that the aggregate paid-up capital of the Class "B" Preferred Shares is equal to the aggregate fair market value of the Distributed JG Wealth and Distributed USA shares as of the Effective Date, and each Class "B" Preferred Share so issued will be issued by the Company at an issue price equal to such aggregate fair market value divided by the number of issued Class "B" Preferred Shares, such aggregate fair market value of the Distributed JG Wealth and Distributed USA shares to be determined as at the Effective Date by resolution of the directors of the Company;
- (d) the Company will redeem the issued Class "B" Preferred Shares for consideration consisting solely of the Distributed JG Wealth and Distributed USA shares such that each holder of Class "B" Preferred Shares will, subject to the rounding of fractions and the exercise of rights of dissent, receive that number of JG Wealth and USA shares that is equal to the number of Class "B" Preferred Shares held **by such holder** multiplied by the Exchange Factor;
- (e) the name of each holder of the Class "B" Preferred Shares will be removed as such from the central securities register of the Company, and all of the issued Class "B" Preferred Shares will be cancelled with the appropriate entries being made in the central securities register of the Company;
- (f) the Distributed JG Wealth and Distributed USA shares transferred to the holders of the Class "B" Preferred Shares pursuant to step (c) above will be registered in the names of the former holders of the Class "B" Preferred Shares and appropriate entries will be made in the central securities register of JG Wealth;
- (g) the Class "A" Shares and the Class "B" Preferred Shares, none of which will be allotted or issued once the steps referred to above are completed, will be cancelled and the authorized share structure of the Company will be changed by eliminating the Class "A" Shares and Class "B" Preferred Shares therefrom;
- (h) the Notice of Articles and Articles of the Company will be amended to reflect the changes to its

authorized share structure made pursuant to this Plan of Arrangement; and

(i) after the Effective Date:

- all Acana Share Commitments will be exercisable for New Shares and JG Wealth and USA shares in accordance with the corporate reorganization terms of such commitments, whereby the acquisition of one Company Share under Acana Share Commitments will result in the holder of the Acana Share Commitments receiving one New Share and such number of JG Wealth shares and such number of USA shares equal to the number of New Shares so received multiplied by the Exchange Factor,

- pursuant to the JG Wealth and USA Commitments, JG Wealth and USA will issue the required number of JG Wealth and USA shares upon the exercise of Acana Share Commitments as is directed by the Company, and the Company will, as agent for JG Wealth and USA, collect and pay to JG Wealth and USA a portion of the proceeds received for each Acana Share Commitment so exercised, with the balance of the exercise price to be retained by the Company, determined in accordance with the following formula:

$$A = B \times C/D$$

Where:

A is the portion of the proceeds to be received by JG Wealth and USA for each Acana Share Commitment exercised after the Effective Date;

B is the exercise price of the Acana Share Commitments;

C is the fair market value of the Asset transferred to JG Wealth under the Arrangement and the Property transferred to USA, such fair market value to be determined as at the Effective Date by resolution of the board of directors of the Company; and

D is the total fair market value of all of the assets of the Company immediately prior to completion of the Arrangement on the Effective Date, which total fair market value shall include, for greater certainty, the Asset and the Property.

In addition to the principal steps of the Arrangement occurring in the order set out above, the time of the redemption of the Class "B" Preferred Shares set out above will be deemed to occur immediately upon the listing of the Class "B" Preferred Shares on the Exchange. Immediately after the time of redemption, the Class "B" Preferred shares will be delisted from the Exchange and the New Shares and the JG Wealth and USA shares will be listed on the Exchange.

Authority of the Board

By passing the Arrangement Resolution, the Acana Shareholders will also be giving authority to the Board to use its best judgment to proceed with and cause the Company to complete the Arrangement without any requirement to seek or obtain any further approval of the Acana Shareholders.

The Arrangement Resolution also provides that the Plan of Arrangement may be amended by the Board before or after the Meeting without further notice to the Acana Shareholders. The Board has no current intention to amend the Plan of Arrangement, however, it is possible that the Board may determine that it is appropriate that amendments be made.

Conditions to the Arrangement

The Arrangement Agreement provides that the Arrangement will be subject to the fulfillment of certain conditions, including the following:

The Arrangement must be approved by the Court in the manner referred to under "Court Approval of the Arrangement";

1. the Exchange must have conditionally accepted the Arrangement, including the listing of the Class

A Shares, the listing of the Class B Preferred Shares, the delisting of the Class A Shares, the delisting of the Class B Shares, the listing of the New Shares and the listing of the JG Wealth and USA shares all as of the Effective Date, subject to compliance with the requirements of the Exchange;

2. all other consents, orders, regulations and approvals, including regulatory and judicial approvals and orders, required, necessary or desirable for the completion of the Arrangement must have been obtained or received, each in a form acceptable to the Company and JG Wealth; and

3. the Arrangement Agreement must not have been terminated.

If any of the conditions set out in the Arrangement Agreement are not fulfilled or performed, the Arrangement Agreement may be terminated, or in certain cases the Company or JG Wealth or USA, as the case may be, may waive the condition in whole or in part. As soon as practicable after the fulfillment of the conditions contained in the Arrangement Agreement, the Board intends to cause a certified copy of the Final Order to be filed with the Registrar under the Act, together with such other material as may be required by the Registrar, in order that the Arrangement will become effective.

Management of the Company believes that all material consents, orders, regulations, approvals or assurances required for the completion of the Arrangement will be obtained in the ordinary course upon application therefore.

Shareholder Approval

The Company Shareholder Approval

In order for the Arrangement to become effective, the Arrangement Resolution must be passed, with or without variation, by a special resolution of at least 66 2/3% of the eligible votes cast in respect of the Arrangement Resolution by Acana Shareholders present in person or by proxy at the Meeting.

JG Wealth Approval

Acana, being the sole shareholder of JG Wealth, has approved the Arrangement by consent resolution.

USA Approval

Acana, being the sole shareholder of USA, has approved the Arrangement by consent resolution.

Court Approval of the Arrangement

The Arrangement as structured requires the approval of the Court. Prior to the mailing of this Circular, the Company obtained the Interim Order authorizing the calling and holding of the Meeting and providing for certain other procedural matters. The Interim Order is attached as Schedule C to this Circular. The application for the Final Order is attached to the Notice of Meeting.

Assuming approval of the Arrangement Resolution by the Company Shareholders at the Meeting, the hearing for the Final Order is scheduled to take place at 9:45 a.m. (Pacific Daylight Savings time) on October 10, 2014 at the Courthouse located at Law Courts, 800 Smithe Street, Vancouver, British Columbia or at such other date and time as the Court may direct. At this hearing, any security holder, director, auditor or other interested party of the Company who wishes to participate or to be represented or present evidence or argument may do so, subject to filing an appearance and satisfying certain other requirements.

The Court has broad discretion under the Act when making orders in respect of arrangements and the Court may approve the Arrangement as proposed or as amended in any manner the Court may direct, subject to compliance with such terms and conditions, if any, as the Court thinks appropriate. The Court, in hearing the application for the Final Order, will consider, among other things, the fairness of the terms and conditions of the Arrangement to the Company Shareholders.

Proposed Timetable for Arrangement

The anticipated timetable for the completion of the Arrangement and the key dates proposed, subject to change, are as follows

Special Meeting: September 22nd, 2014

Final Court Approval: October 10, 2014

Share Distribution Record Date: To be Determined

Effective date of completion: To be Determined

Mailing of Certificates for JG Wealth and USA: To be Determined

Notice of the actual Share Distribution Record Date and Effective Date will be given to the Company Shareholders through one or more press releases. The boards of directors of the Company, JG Wealth and USA, respectively, will determine the effective date of completion depending upon satisfaction that all of the conditions to the completion of the Arrangement are satisfied.

JG Wealth and USA Share Certificates and Certificates for New Shares

Before the Share Distribution Record Date, the share certificates representing Acana Shares, will be deemed under the Plan of Arrangement to represent New Shares and an entitlement to receive JG Wealth and USA shares in accordance with the terms of the Arrangement. As soon as practicable after the Effective Date, share certificates representing the appropriate number of JG Wealth and USA shares will be sent to all Company Shareholders of record on the Share Distribution Record Date.

After the Share Distribution Record Date, the share certificates representing Company Shares will be deemed to represent only New Shares with no right to receive JG Wealth or USA shares.

No new share certificates will be issued for the New Shares created under the Arrangement and therefore holders of Company Shares must retain their certificates as evidence of their ownership of New Shares. Certificates representing, on their face, Company Shares will constitute good delivery in connection with the sale of New Shares completed through the facilities of the Exchange after the effective date of completion.

Relationship between the Company and JG Wealth and USA after the Arrangement

On completion of the Arrangement, Lucky Janda, Sonny Janda and Charn Deol, directors of the Company will be directors of JG Wealth. It is expected that Lucky Janda will serve as JG Wealth's Chief Executive Officer and President. Rajen Janda will serve as JG Wealth's Chief Financial Officer.

On completion of the Arrangement, Lucky Janda, Rajen Janda and Reid Jilek will be directors of USA. It is expected that Lucky Janda will serve as USA's Chief Executive Officer and President. Ardell Harrison will serve as USA's Chief Financial Officer.

Effect of Arrangement on Outstanding Company Share Commitments

The Acana Share Commitments which are outstanding on the Effective Date will be exercisable, in accordance with the corporate reorganization provisions of such securities, for New Shares and JG Wealth and USA shares on the basis that the holder will receive, upon exercise, a number of New Shares that equals the number of Company Shares that would have been received upon exercise of the Company Share Commitments prior to the Effective Date, and a number of JG Wealth and USA shares that is equal to the number of New Shares so acquired multiplied by the Exchange Factor. JG Wealth and USA have agreed, pursuant to the JG Wealth and USA Commitment, to issue JG Wealth and USA shares upon exercise of Company Share Commitments and the Company is obligated, as the agent of JG Wealth and USA, to collect and pay to JG Wealth and USA a portion of the proceeds received for each JG Wealth and USA share so issued. Any entitlement to a fraction of a JG Wealth or USA share resulting from the exercise of any Company Share Commitment will be cancelled without compensation.

The Arrangement and Change of Name Resolution

The Board has concluded that the Arrangement is in the best interests of the Company and the Acana Capital Corp. shareholders, and recommends that the Acana Shareholders vote FOR the Arrangement Resolution at the Meeting:

“RESOLVED THAT”

1. the Arrangement Agreement dated the 15th day of July, 2014, between the Company and JG Wealth and USA attached to the Circular as Exhibit “B” is hereby approved, ratified and confirmed;
2. the Arrangement under Division 5 of Part 9 of the Act, substantially as set forth in the Plan of Arrangement attached as Exhibit II to Exhibit “B” of the Circular is hereby approved and authorized;
3. notwithstanding that this special resolution has been passed by Acana shareholders or that the Arrangement has received the approval of the Court, the Board may amend the Arrangement Agreement and/or decide not to proceed with the Arrangement or revoke this special resolution at any time prior to the filing of a certified copy of the court order approving the Arrangement with the Registrar without further approval of the Acana shareholders;
4. the directors of the Company will have the sole and complete discretion to change the names of both JG Wealth and USA, to a name or names to be determined by the directors in their sole discretion and, notwithstanding shareholder approval of the change of names, there will be no obligation to proceed with a change of name;
5. any director or officer of the Company be and is hereby authorized and directed, for and on behalf of the Company, to execute and deliver all such documents and to do all such other acts and things as such director or officer may determine to be necessary or advisable to give effect to this special resolution, the execution and delivery of any such document or the doing of any such other act or thing being conclusive evidence of such determination.

Resale of New Shares, JG Wealth and USA shares

Exemption from Canadian Prospectus Requirements and Resale Restrictions

The issue of New Shares and JG Wealth and USA shares pursuant to the Arrangement will be made pursuant to exemptions from the registration and prospectus requirements contained in applicable provincial securities legislation in Canada. Under applicable provincial securities laws, such New Shares and JG Wealth and USA shares may be resold in Canada without hold period restrictions, except that any person, company or combination of persons or companies holding a sufficient number of New Shares or JG Wealth or USA shares to affect materially the control of the Company or JG Wealth or USA, respectively, will be restricted from reselling such shares. In addition, existing hold periods on any Company Shares in effect on the Effective Date will be carried forward to the New Shares.

The foregoing discussion is only a general overview of the requirements of Canadian securities laws for the resale of the New Shares and the JG Wealth and USA shares received upon completion of the Arrangement. All holders of The Company Shares are urged to consult with their own legal counsel to ensure that any resale of their New Shares and JG Wealth and USA shares comply with applicable securities legislation.

Application of United States Securities Laws

The New Shares and the JG Wealth and USA shares to be issued to the Company Shareholders under the Arrangement have not been registered under the U.S. Securities Act, or under the securities laws of any state of the United States, and will be issued to Acana Shareholders resident in the United States in reliance on the exemption from registration set forth in Section 3(a)(10) of the U.S. Securities Act on the basis of the approval of the Arrangement by the Court, and pursuant to available exemptions from registration under applicable state securities laws. The Court will be advised that the Court's approval, if obtained, will constitute the basis for an exemption from the registration requirements of the U.S. Securities Act.

U.S. Resale Restrictions – Securities Issued to the Company Shareholders

JG Wealth and USA shares to be issued to any Company Shareholder who is an "affiliate" of either the Company or JG Wealth or USA prior to the Arrangement will be an "affiliate" of JG Wealth and USA after the Arrangement and will be subject to certain restrictions on resale imposed by the U.S. Securities Act. Pursuant to Rule 144 under the U.S. Securities Act - an "affiliate" of an issuer for the purposes of the U.S. Securities Act, is a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such issuer.

The foregoing discussion is only a general overview of certain requirements of United States securities laws applicable to the securities received upon completion of the Arrangement. All holders of securities received in connection with the Arrangement are urged to consult with counsel to ensure that the resale of their securities complies with applicable securities legislation.

Additional Information for U.S. Security Holders

THE SECURITIES ISSUABLE IN CONNECTION WITH THE ARRANGEMENT HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SEC OR SECURITIES REGULATORY AUTHORITIES IN ANY STATE, NOR HAS THE SEC OR THE SECURITIES REGULATORY AUTHORITIES OF ANY STATE PASSED ON THE ADEQUACY OR ACCURACY OF THIS CIRCULAR AND ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

This Circular has been prepared in accordance with the applicable disclosure requirements in Canada. Residents of the United States should be aware that such requirements are different than those of the United States applicable to proxy statements under the U.S. Exchange Act. Likewise, information concerning the Assets and operations of the Company and JG Wealth and USA have been prepared in accordance with Canadian standards, and may not be comparable to similar information for United States companies.

Financial statements included herein have been prepared in accordance with generally accepted accounting principles and are subject to auditing and auditor independence standards in Canada, and thus may not be comparable to financial statements of United States companies. The Company Shareholders should be aware that the acquisition of the securities described herein may have tax consequences both in the United States and in Canada. See "Income Tax Considerations — Certain U.S. Federal Income Tax Considerations" for certain information concerning United States tax consequences of the Arrangement for investors who are resident in, or citizens of, the United States.

The enforcement by investors of civil liabilities under the United States federal securities laws may be **affected** adversely by the fact that the Company and JG Wealth are incorporated or organized under the laws of a foreign country, that some or all of their officers and directors and any experts named herein may be residents of a foreign country, and that all or a substantial portion of the assets of the Company and JG Wealth and said persons may be located outside the United States.

Expenses of Arrangement

Pursuant to the Arrangement Agreement, the costs relating to the Arrangement, including without limitation, financial, advisory, accounting, and legal fees will be borne by the party incurring them. The costs of the Arrangement to the Effective Date will be borne by the Company.

INCOME TAX CONSIDERATIONS

Certain Canadian Federal Income Tax Considerations

The following summary lays out, to the best of the Company's knowledge, the principal Canadian federal income tax considerations relating to the Arrangement applicable to a Acana shareholder, and although this summary provides information based on the best of the Company's knowledge, readers are cautioned that this information is not necessarily exhaustive, in respect to a "Holder" who, at all material times for the purposes of the Tax Act:

- holds all Acana Shares, and will hold all New Shares and JG Wealth and USA shares, solely as a capital asset;

- deals at arm's length with Acana and JG Wealth and USA;
- is not "affiliated" with Acana or JG Wealth or USA;
- is not a "financial institution" for the purposes of the market-to-market rules in the Tax Act; and
- has not acquired Acana Shares on the exercise of an employee stock option.

Acana Shares, New Shares and JG Wealth and USA shares generally will be considered to be capital asset of the Holder unless the Holder holds the shares in the course of carrying on a business or acquired them in a transaction considered to be an adventure in the nature of trade.

This summary is based on the current provisions of the Tax Act, the regulations thereunder (the "Regulations") and Management's understanding of the current administrative practices and policies of the Canada Revenue Agency (the "CRA"). It also takes into account specific proposals to amend the Tax Act and Regulations (the "Proposed Amendments") announced by the Minister of Finance (Canada) prior to the date hereof. It is assumed that all Proposed Amendments will be enacted in their present form, and that there will be no other relevant change to any relevant law or administrative practice, although no assurances can be given in these respects. This summary does not take into account any provincial, territorial, or foreign income tax considerations which may differ from the Canadian federal income tax considerations discussed below. An advance income tax ruling will not be sought from the CRA in respect of the Arrangement.

This summary also assumes that at the Effective Date under the Arrangement and all other material times thereafter, the Company Shares and the Company Class B Preferred will be listed on the Exchange, and the paid-up capital of the Company Class A Shares (the re-designated Company Shares) as computed for the purposes of the Tax Act will not be less than the fair market value of the Asset to be transferred to JG Wealth and the market value of the Property pursuant to the Arrangement, and is qualified accordingly.

This summary is of a general nature only, and is not exhaustive of all possible Canadian federal income tax considerations. This summary is not intended to be, and should not be construed to be, legal or tax advice to any Acana Shareholder. Accordingly, Acana Shareholders should each consult their own tax and legal advisers for advice as to the income tax consequences of the Arrangement applicable to them in their particular circumstances.

Holders Resident in Canada

The following portion of the summary is applicable only to Holders (each, in this portion of the summary, a "Resident Holder") who are or are deemed to be residents in Canada for the purposes of the Tax Act.

Exchange of Company Shares for New Shares and the Company Class A Preferred Shares

A Resident Holder whose Class A Shares (the re-designated Company Shares) are exchanged for New Shares and Class A Preferred Shares pursuant to the Arrangement will not realize any capital gain or loss as a result of the exchange. The Resident Holder will be required to allocate the adjusted cost base ("ACB") of the Holder's Shares, determined immediately before the Arrangement, *pro-rata* to the New Shares and the Class A Preferred Shares received on the exchange based on the relative fair market values of those New Shares and Class A Preferred Shares immediately after the exchange.

Redemption of Company Class B Preferred Shares

Pursuant to the Arrangement, the paid-up capital of the Class A Shares immediately before their exchange for New Shares and the Class A Preferred Shares will be allocated to the Class A Preferred Shares to be issued on the exchange to the extent of an amount equal to the fair market value of the JG Wealth shares and USA shares to be issued to the Company pursuant to the Arrangement in consideration for the Assets and the balance of such paid-up capital will be allocated to the New Shares to be issued on the exchange.

The Company expects that the fair market value of the JG Wealth and USA shares to be so issued will be materially less than the paid-up capital of the Class A Shares immediately before the exchange, and has assumed for the purposes of this summary that the Company's expectation is correct. Accordingly, the Company is not expected to be deemed to have paid, and no Resident Holder is expected to be deemed to have received, a

dividend as a result of the distribution of JG Wealth and USA shares on the redemption of the Class B Preferred Shares pursuant to the Arrangement.

Each Resident Holder whose Class B Preferred Shares are redeemed for JG Wealth and USA shares pursuant to the Arrangement will realize a capital gain (capital loss) equal to the amount, if any, by which the fair market value of the JG Wealth and USA shares, less reasonable costs of disposition, exceed (are exceeded by) their ACB immediately before the redemption. Any capital gain or loss so arising will be subject to the usual rules applicable to the taxation of capital gains and losses described herein.

The cost to a Resident Holder of JG Wealth and USA shares acquired on the exchange will be equal to the fair market value of JG Wealth and USA at the time of distribution.

Disposition of New Shares and JG Wealth shares

A Resident Holder who disposes of a New Share or a JG Wealth or a USA share will realize a capital gain (capital loss) equal to the amount by which the proceeds of disposition of the share, less reasonable costs of disposition, exceed (are exceeded by) the ACB of the share to the Resident Holder determined immediately before the disposition. Any capital gain or loss so arising will be subject to the usual rules applicable to the taxation of capital gains and losses described below.

Taxation of Capital Gains and Losses

To the knowledge of the Company, a Resident Holder who realizes a capital gain (capital loss) in a taxation year must include one half of the capital gain ("taxable capital gain") in income for the year, and may deduct one half of the capital loss ("allowable capital loss") against taxable capital gains realized in the year, and to the extent not so deductible, against taxable capital gains arising in any of the three preceding taxation years or any subsequent taxation year.

To the knowledge of the Company, the amount of any capital loss arising from a disposition or deemed disposition of Acana Class B Preferred Share, New Share, or a JG Wealth or a USA share by a Resident Holder that is a corporation may, to the extent and under circumstances specified in the Tax Act, be reduced by the amount of certain dividends received or deemed to be received by the corporation on the share. Similar rules may apply if the corporation is a member of a partnership or beneficiary of a trust that owns shares, or where a partnership or trust of which the corporation is a member or beneficiary is a member of a partnership or a beneficiary of a trust that owns shares.

To the knowledge of the Company, a Resident Holder that is a "Canadian-controlled private corporation" for the purposes of the Tax Act may be required to pay a refundable tax in respect of any net taxable capital gain that it realizes on disposition of an Acana Class A Preferred Share, New Share or JG Wealth share.

Taxation of Dividends

A Resident Holder who is an individual will be required to include in income any dividend that the Resident Holder receives, or is deemed to receive, on a New Share or JG Wealth and USA shares and will be subject to the gross-up and dividend tax credit rules applicable to taxable dividends received from taxable Canadian corporations.

A Resident Holder that is a corporation will be required to include in income any dividend that it receives or is deemed to be received on a New Share or JG Wealth or USA shares, and generally will be entitled to deduct an equivalent amount in computing its taxable income. A "private corporation" (as defined in the Tax Act) or any other corporation controlled or deemed to be controlled by or for the benefit of an individual or a related group of individuals may be liable under Part IV of the Tax Act to pay a refundable tax on any dividend that it receives or is deemed to be received on New Shares or JG Wealth or USA shares to the extent that such dividends are deductible in computing the corporation's taxable income. Any such tax will be refundable to.

Alternative Minimum Tax on Individuals

A capital gain realized, or deemed to be realized, by a Resident Holder who is an individual (including certain trusts and estates) may give rise to liability to alternative minimum tax under the Tax Act.

Dissenting Resident Holders

A Resident Holder who validly exercises Dissent Rights (a "Resident Dissenter") and consequently is paid the fair value for the Resident Dissenter's Company Shares in accordance with the Arrangement will be deemed to have received a dividend equal to the amount, if any, by which the payment exceeds the paid-up capital of the Resident Dissenter's Company Shares. Any such deemed dividend will be subject to tax as discussed above. The Resident Dissenter will also realize a capital gain (capital loss) equal to the amount, if any, by which the payment, less the deemed dividend (if any) and less reasonable costs of disposition, exceeds (is exceeded by) the ACB of the shares. The Resident Dissenter will be required to include any resulting taxable capital in income, and to deduct any resulting allowable capital loss, in accordance with the usual rules applicable to capital gains and losses. The Resident Dissenter must also include in income any interest awarded by a court to the Resident Dissenter.

Eligibility for Investment

The Class B Preferred Shares and New Shares will be qualified investments under the Tax Act for trusts governed by registered retirement savings plans, registered retirement income funds, deferred profit sharing plans, and registered education savings plans ("Registered Plans") at any particular time provided that, at that time, either the shares are listed on a "prescribed stock exchange" or Acana is a "public corporation" as defined for the purposes of the Tax Act.

JG Wealth and USA will be qualified investments under the Tax Act for Registered Plans at any particular time provided that, at that time, either the JG Wealth or USA shares are listed on a "prescribed stock exchange" or JG Wealth or USA is a "public corporation" as so defined.

The Company expects that the Class B Preferred Shares, New Shares and JG Wealth and USA shares will be listed on the Exchange, which is a prescribed stock exchange, at the Effective Date under the Arrangement. On March 19, 2007, the Government of Canada eliminated the concept of "prescribed stock exchange" for these purposes and replaced it with the concept of "designated stock exchange". The amendment, which provides that the list of designated stock exchanges includes all of the former prescribed stock exchanges, became effective on December 14, 2007.

Holdings Not Resident in Canada

The following portion of this summary is applicable only to Holders (each in this portion of the summary a "Non-resident Holder") who:

have not been, are not, and will not be resident or deemed to be resident in Canada for purposes of the Tax Act; do not and will not, and are not and will not be deemed to, use or hold Shares, New Shares, Class B Preferred Shares, or JG Wealth shares in connection with carrying on a business in Canada; and whose Class A Shares (the re-designated The Company Shares), the Class A Preferred Shares, New Shares and JG Wealth and USA shares will not at the Effective Date under the Arrangement, or at any material time thereafter, constitute "taxable Canadian Asset" for the purposes of the Tax Act.

Generally, any Class A Share, Class B Preferred Share, New Share, or JG Wealth and USA shares, as applicable, owned by a Non-resident Holder will not be taxable Canadian Asset of the Non-resident Holder at a particular time provided that, at that time, (i) the share is listed on a prescribed stock exchange (which includes the Exchange), (ii) neither the Non-resident Holder nor persons with whom the Non-resident Holder does not deal at arm's length alone or in any combination has owned 25% or more of the shares of any class or series in the capital of the issuing corporation within the previous five years, and (iii) the share was not acquired in a transaction as a result of which it was deemed to be taxable Canadian Asset of the Non-resident Holder. On March 19, 2007, the Government of Canada eliminated the concept of "prescribed stock exchange" for these purposes and replaced it with the concept of "designated stock exchange." The amendment, which provides that the list of designated stock exchanges includes all of the former prescribed stock exchanges, became effective on December 14, 2007.

Special rules, which are not discussed in this summary, may apply to a Non-resident Holder that is an insurer carrying on business in Canada.

Capital Gains and Capital Losses on Share Exchanges and Subsequent Dispositions of Shares

A Non-resident Holder who participates in the Arrangement will not be subject to tax under the Tax Act on any capital gain realized on the exchange of Class A Shares (the re-designated Company Shares) for New Shares and Class B Preferred Shares, nor on the redemption of Class B Preferred Shares in consideration for JG Wealth and USA shares.

Similarly, any capital gain realized by a Non-resident Holder on the subsequent disposition or deemed disposition of a New Share or JG Wealth or USA share acquired pursuant to the Arrangement will not be subject to tax under the Tax Act, provided either that the shares do not constitute taxable Canadian Asset of the Non-resident Holder at the time of disposition, or an applicable income tax treaty exempts the capital gain from tax under the Tax Act.

Non-resident Holders will be exempt from the reporting and withholding obligations of the Tax Act in respect of the disposition of Class A Shares and Class B Preferred Shares pursuant to the Arrangement.

Deemed Dividends on the Redemption of Class A Preferred Shares

For the reasons set out above, the Company expects that no Non-Resident Holder will be deemed to have received a dividend on the redemption of Company Class B Preferred Shares for JG Wealth and USA shares.

Taxation of Dividends

A Non-resident Holder to whom a dividend on a New Share or JG Wealth or USA share is or is deemed to be paid, or credited, will be subject to Canadian withholding tax under the Tax Act at a percentage of the gross amount of the dividend, unless reduced by an applicable income tax treaty, if any.

Dissenting Non-resident Holders

A Non-resident Holder who validly exercises Dissent Rights (a "Non-resident Dissenter") and consequently is paid the fair value for the Non-resident Dissenter's The Company Shares in accordance with the Arrangement, will be deemed to have received a dividend equal to the amount, if any, by which the payment exceeds the paid-up capital of the Non-resident Dissenter's The Company Shares. Any such deemed dividend will be subject to tax as discussed above. The Non-resident Dissenter will not be subject to tax under the Tax Act on any capital gain that may arise in respect of the resulting disposition of the Company Shares.

The Non-resident Holder will also be subject to Canadian withholding tax on that portion of any such payment that is on account of interest, unless reduced by an applicable income tax treaty, if any.

Certain U.S. Federal Income Tax Considerations

Scope of This Disclosure

Transactions Addressed

The following discussion is a summary of the anticipated material U.S. federal income tax considerations arising from and related to the Distribution (as defined below) that are generally applicable to U.S. Holders (as defined below) of Acana Shares.

The following discussion of the anticipated material U.S. federal income tax considerations arising from and related to the Distribution is for general information only, and does not purport to be a complete analysis or description of all U.S. federal income tax consequences that may apply to a U.S. Holder of Acana Shares as a result of the Distribution.

U.S. Holders of Acana Shares are urged to consult their own tax advisors regarding the particular tax consequences of the Distribution, including the application and effect of U.S. federal, state, local and other tax laws.

Notice Pursuant to IRS Circular 230: Anything contained in this summary concerning any U.S. federal tax issue is not intended or written to be used, and it cannot be used by a U.S. Holder, for the purpose of avoiding U.S. federal tax penalties under the Code (as defined below). This summary was written to support the promotion or marketing of the transactions or matters addressed by this Circular (including the Arrangement). Each U.S. Holder should seek U.S. federal tax advice, based on such U.S. Holder's particular circumstances, from an independent tax advisor.

Authorities

This summary is based on the U.S. Internal Revenue Code of 1986, as amended (the "Code"), the Treasury Regulations (proposed, temporary and final) issued under the Code, the Convention Between Canada and the United States of America with Respect to Taxes on Income and on Capital, signed September 26, 1980, as amended (the "Canada-U.S. Tax Convention") and judicial and administrative interpretations of the Code and Treasury Regulations, in each case as in effect and available as of the date of this Circular. However, the Code, Treasury Regulations and judicial and administrative interpretations thereof may change at any time, and any such change could be retroactive to the date of this Circular. The Code, Treasury Regulations and judicial and administrative interpretations thereof are also subject to various interpretations, and the U.S. Internal Revenue Service (the "IRS") or the U.S. courts could disagree with the explanations or conclusions contained in this summary. This summary does not consider the potential effects, whether adverse or beneficial, of any proposed legislation that, if enacted, could be applied, possibly on a retroactive basis, at any time.

U.S. Holder

For the purposes of this summary, a "U.S. Holder" is a beneficial owner of Company shares that, for U.S. federal income tax purposes, is (a) a citizen or individual resident of the U.S., (b) a corporation created or organized in or under the laws of the U.S. or of any political subdivision thereof, (c) an estate whose income is taxable in the U.S. irrespective of source or (d) a trust subject to the primary supervision of a court within the U.S. and control of a U.S. fiduciary as described Section 7701(a)(30) of the Code. If a partnership or other "pass-through" entity holds Company shares, the U.S. federal income tax treatment of the partners or owners of such partnership or other "pass-through" entity generally will depend on the status of such partners or owners and the activities of such partnership or "pass-through" entity.

Non-U.S. Holders

A "non-U.S. Holder" is a beneficial owner of Company Shares other than a U.S. Holder. This summary does not address the U.S. federal income tax consequences arising from or related to the Arrangement (as hereinafter defined) with respect to non-U.S. Holders of The Company Shares.

Non-U.S. Holders of The Company Shares are urged to consult their own tax advisors regarding the U.S. federal income tax consequences of the Distribution.

Transactions Not Addressed

This summary does not address the U.S. federal income tax consequences of transactions effectuated prior or subsequent to, or concurrently with, the Distribution (whether or not any such transactions are undertaken in connection with the Distribution), including, without limitation, the following transactions:

any exercise of any stock option, warrant or other right to acquire Company Shares;
any assumption by JG Wealth and USA of Company Stock Options or Company Warrants;
any conversion of any Company notes, debentures or other debt instruments into Company Shares;
any transaction in which Company Shares are acquired (other than pursuant to the Distribution);
or any transaction in which JG Wealth or USA shares are disposed of.

Persons Not Addressed

This summary does not address the U.S. federal income tax consequences arising from and related to the Distribution with respect to the following persons (including persons that are U.S. holders):

- the Company or JG Wealth or USA;

- persons that may be subject to special U.S. federal income tax treatment, such as persons who are tax-exempt organizations, qualified retirement plans, individual retirement accounts and other tax-deferred accounts, financial institutions, insurance companies, real estate investment trusts, regulated investment companies or brokers or dealers in securities;
- persons that acquired Company Shares pursuant to the exercise of employee stock options or rights, or otherwise as compensation for services;
- persons having a functional currency for U.S. federal income tax purposes other than the U.S. dollar;
- persons that hold Company Shares as part of a position in a straddle or as part of a hedging or conversion transaction;
- persons subject to the alternative minimum tax provisions of the Code;
- persons that own, directly or indirectly (including through the application of ownership attribution rules under the Code), 10% or more of the Company Shares;
- U.S. expatriate or other former long-term resident of the United States;
- persons that are partners or owners of partnerships or other "pass-through" entities; or
- persons who own their Company Shares other than as a capital asset, as defined in the Code.

Such persons are urged to consult their own tax advisors regarding the U.S. federal income tax consequences of the Distribution, including the application of any special U.S. federal income tax rules in light of their particular circumstances.

State and Local Taxes, Foreign Jurisdictions Not Addressed

This summary does not address U.S. state or local tax consequences, or tax consequences in jurisdictions other than the U.S., arising from or related to the Distribution. Each U.S. Holder is urged to consult their own tax advisor regarding the U.S. state and local tax consequences, and the tax consequences in jurisdictions other than the U.S., of the Distribution.

Particular Circumstance of any Particular U.S. Holder Not Addressed

This summary does not take into account the particular facts and circumstances with respect to U.S. federal income tax issues of any particular U.S. Holder.

Each U.S. Holder is urged to consult their own tax advisor regarding the U.S. federal income tax consequences of the Distribution in light of their particular circumstances.

Distribution of JG Wealth and USA shares

This summary assumes that the series of transactions undertaken pursuant to the Arrangement involving (a) the renaming and re-designation of Shares as Class A Shares, (b) the exchange of each issued and outstanding Class A Share for one New Share and one Class B Preferred Share, (c) the redemption by the Company of each issued and outstanding Class B Preferred Share for a *pro-rata* number of JG Wealth and USA shares and (d) the cancellation of each Class A Share and each Class B Preferred Share (collectively the "Distribution") will be treated by the IRS, under the step-transaction doctrine or otherwise, as if (i) the Company directly distributed the JG Wealth shares to the holders of the Company Shares and (ii) the intervening steps of the Distribution (including those steps of the Distribution described in the preceding sentence) did not occur. However, because the Distribution will be effected under the applicable provisions of Canadian law that are technically different from analogous provisions of U.S. corporate law, there can be no assurances that the IRS or a U.S. court would not take a contrary view of the Distribution. In particular, it is possible that the IRS could analyze the various steps of the Distribution described above separately and independently, and could determine the U.S. federal income tax consequences of the various steps of the Distribution on such a separate and independent basis.

Assuming that the Distribution is treated for U.S. federal income tax purposes in the manner described in the paragraph immediately above, subject to the passive foreign investment company ("PFIC") rules discussed below, the Distribution will result in the following U.S. federal income tax consequences to U.S. Holders:

U.S. Holders will be required to include in gross income as a dividend for U.S. federal income tax purposes the fair market value of the JG Wealth and USA shares received, determined as of the date of the Distribution, to the extent that the Company has current or accumulated "earnings and profits" as calculated for U.S. federal income tax purposes (without reduction for any Canadian income tax withheld). Dividend income recognized by a U.S.

Holder as a result of the Distribution generally will be treated as "foreign source" income for purposes of applying the U.S. foreign tax credit rules. See "Foreign Tax Credit" below. A dividend resulting from the Distribution generally will be taxed at the preferential tax rates applicable to long-term capital gains if (a) the Company is a "qualified foreign corporation" (as defined below), (b) the U.S. Holder receiving such dividend is an individual, estate, or trust, and (c) such dividend is paid on The Company Shares that have been held by such U.S. Holder for at least 61 days during the 121-day period beginning 60 days before the "ex-dividend date." The Company generally will be a "qualified foreign corporation" under Section 1(h)(11) of the Code (a "QFC") if (a) the Company is eligible for the benefits of the Canada-U.S. Tax Convention, or (b) the Company Shares are readily tradable on an established securities market in the U.S. However, even if the Company satisfies one or more of such requirements, the Company will not be treated as a QFC if the Company is a PFIC for the tax year during which the Distribution occurs or for the preceding tax year. As discussed below, the Company anticipates that it will qualify as a PFIC for the tax year that includes the date of the Distribution. Accordingly, the Company anticipates that it will not be a QFC. Assuming that the Company is not a QFC, a dividend resulting from the Distribution to a U.S. Holder, including a U.S. Holder that is an individual, estate, or trust, generally will be taxed at ordinary income tax rates (and not at the preferential tax rates applicable to long-term capital gains). The dividend rules are complex, and each U.S. Holder is urged to consult its own tax advisor regarding the application and effect of the dividend rules.

To the extent that the fair market value of the JG Wealth and USA shares received, determined as of the date of the Distribution, exceeds current and accumulated "earnings and profits" of the Company, such excess will be treated (a) first as a return of capital, up to the U.S. Holder's adjusted tax basis in Company Shares (which will reduce a U.S. Holder's tax basis in such Company Shares), and (b) thereafter, as gain from the sale or exchange of Company Shares. Preferential tax rates for long-term capital gains are applicable to a U.S. Holder that is an individual, estate or trust. There are currently no preferential tax rates for long-term capital gains for a U.S. Holder that is a corporation (other than an S Corporation). Deductions for capital losses are subject to significant limitations. Capital gain recognized by a U.S. Holder as a result of the Distribution generally will be treated as "U.S. source" gain for purposes of applying the U.S. foreign tax credit rules. See "Foreign Tax Credit" below.

A U.S. Holder's initial tax basis in the JG Wealth and USA shares received in the Distribution will be equal to the fair market value of such JG Wealth and USA shares, determined on the date of the Distribution.

A U.S. Holder's holding period for the JG Wealth and USA shares received by a U.S. Holder will begin on the day after receipt.

PFIC Rules

Definition of a PFIC

Section 1297 of the Code defines a PFIC as a corporation that is not formed in the U.S. and, for any taxable year, either (a) 75% or more of its gross income is "passive income" or (b) the average percentage, by fair market value (or, if the corporation is not publicly traded and either is a controlled foreign corporation or makes an election, by adjusted tax basis), of its assets that produce or are held for the production of "passive income" is 50% or more. "Passive income" includes, for example, dividends, interest, certain rents and royalties, certain gains from the sale of stock and securities and certain gains from commodities transactions.

For purposes of the PFIC income test and asset test described above, if the corporation owns, directly or indirectly, 25% or more of the total value of the outstanding shares of another foreign corporation, such corporation will be treated as if it (a) held a proportionate share of the assets of such other foreign corporation and (b) received directly a proportionate share of the income of such other foreign corporation. In addition, for purposes of the PFIC income test and asset test described above, "passive income" does not include any interest, dividends, rents, or royalties that are received or accrued by the corporation from a "related person" (as defined in Section 954(d)(3) of the Code), to the extent such items are properly allocable to the income of such related person that is not passive income.

PFIC Status of the Company

Based on the Company's current and projected income, assets and activities, the Company anticipates that it will qualify as a PFIC for the tax year that includes the date of the Distribution. In addition, the Company believes that it qualified as a PFIC for its most recent tax year ended on or prior to the date of the Distribution and in previous tax years. The determination of whether the Company will be a PFIC for a taxable year depends, in part, on

the application of complex U.S. federal income tax rules, which are subject to differing interpretations. In addition, whether the Company will be a PFIC for the taxable year that includes the date of the Distribution depends on the assets and income of the Company over the course of such taxable year and, as a result, cannot be predicted with certainty as of the date of this Circular. However, there can be no assurances that the Company's determination regarding its past, current or anticipated PFIC status will not be challenged by the IRS.

Impact of PFIC Rules on U.S. Holders in the Distribution QEF

Election

The impact of the PFIC rules on a U.S. Holder in the Distribution will depend on whether the U.S. Holder has made a timely and effective election to treat the Company as a qualified electing fund under Section 1295 of the Code (a "QEF Election") for the tax year that is the first year in the U.S. Holder's holding period of the Company Shares during which the Company qualified as a PFIC. A U.S. Holder of the Company who made such a QEF Election will be referred to in this summary as an "Electing Shareholder" and a U.S. Holder of the Company who did not make such a QEF Election will be referred to in this summary as a "Non-Electing Shareholder". The impact of the PFIC rules on a U.S. Holder in the Distribution may also depend on whether the U.S. Holder has made a mark-to-market election under Section 1296 of the Code. See "Mark-to-Market Election" below.

If a U.S. Holder has not made a timely and effective QEF Election with respect to the first year in the U.S. Holder's holding period in which the Company qualified as a PFIC, such U.S. Holder may qualify as an Electing Shareholder by filing on a timely filed U.S. income tax return (including extensions) a QEF Election and a "deemed sale election" to recognize, under the rules of Section 1291 of the Code, any gain that the U.S. Holder would otherwise recognize if the U.S. Holder sold his or her stock on the "qualification date". The qualification date is the first day of the Company's tax year in which the Company qualified as a "qualified electing fund" with respect to such U.S. Holder. The deemed sale election can only be made if such U.S. Holder held The Company Shares on the qualification date. By timely making such QEF and deemed sale elections, the U.S. Holder will be deemed to have made a timely QEF Election. In addition to the above rules, under very limited circumstances, a U.S. Holder may make a retroactive QEF Election if such U.S. Holder failed to file the QEF Election documents in a timely manner.

If a U.S. Holder has made a QEF Election with respect to the Company, then the Company would have to annually provide such U.S. Holder with certain information concerning the Company's income and gain, calculated in accordance with the Code, and also would have to comply with certain record-keeping **requirements imposed** on a QEF in order for such U.S. Holder to satisfy the QEF reporting rules. The Company has not provided its U.S. Holders with such QEF information in prior tax years and does not intend to provide such QEF information in the current tax year.

U.S. Holders are urged to contact their own tax advisors regarding the advisability of and procedure for making the QEF election, and the U.S. federal income tax consequences of making the QEF election.

Mark-to-Market Election

U.S. Holders who hold, actually or constructively, "marketable stock" (as specifically defined in the Treasury Regulations) of a foreign corporation that qualifies as a PFIC may annually elect to mark such stock to the market (a "Mark-to-Market Election"). If a Mark-to-Market Election is made, a U.S. Holder generally will not be subject to the special taxation rules of Section 1291 of the Code discussed below. However, if the Mark-to-Market Election is made by a Non-Electing Shareholder after the beginning of the holding period for the Company Shares during a time in which the Company qualified as a PFIC, then the Section 1291 rules discussed below will apply to certain dispositions of distributions on and other amounts taxable with respect to such Company Shares.

U.S. Holders are urged to contact their own tax advisors regarding the advisability of and procedure for making the Mark-to-Market Election, and the U.S. federal income tax consequences of making the Mark-to-Market Election.

Taxation of Distribution under PFIC Rules

With respect to a Non-Electing Shareholder, special rules under Section 1291 of the Code will apply to gains

recognized by a Non-Electing Shareholder on disposition of the Company Shares and to "excess distributions" (generally, distributions received in the current tax year that are in excess of 125% of the average distributions received during the three preceding years or, if shorter, the U.S. Holder's holding period for the Company Shares) received by such Non-Electing Shareholder from the Company. A Non-Electing U.S. Holder generally would be required to pro-rate all such gains and "excess distributions" over the entire holding period for such The Company Shares. The portion of the gain or excess distribution allocated to prior years in such Non-Electing Shareholder's holding period for such The Company Shares (other than years prior to the first taxable year of the Company during such Non-Electing Shareholder's holding period and beginning after January 1, 1987 for which the Company qualified as a PFIC) will be taxed at the highest tax rate applicable to ordinary income for each such prior year. The Non-Electing Shareholder also will be liable for interest on the resulting tax liability for each such prior year, calculated as if such tax liability had been due with respect to each such prior year. A Non-Electing Shareholder that is not a Corporation must treat this interest charge as "personal interest" which is wholly non-deductible. The portion of the gain or excess distribution allocated to the current tax year will be treated as ordinary income in the year of the disposition or "excess distribution," and no interest charge will be owed with respect to the resulting tax liability.

If and to the extent that the Distribution of the JG Wealth shares constitutes an "excess distribution" under the PFIC rules with respect to a Non-Electing Shareholder, such Non-Electing Shareholder will be subject to the foregoing tax rules with respect to the receipt of the JG Wealth and USA shares in the Distribution. In addition, the Distribution of the JG Wealth shares pursuant to the Arrangement may be treated, under proposed Treasury Regulations, as the "indirect disposition" by a Non-Electing Shareholder of such Non-Electing Shareholder's indirect interest in JG Wealth and USA, which generally would be subject to the rules of Section 1291 of the Code discussed above.

Electing Shareholders generally will not be subject to the special taxation rules of Section 1291 applicable to "excess distributions" with respect to the Distribution. See "QEF Election" above. Also, as discussed above, a U.S. Holder who makes a Mark-to-Market Election with respect to Company Shares held, generally will not be subject to the special taxation rules of Section 1291 applicable to "excess distributions" with respect to the Distribution. However, if the Mark-to-Market Election is made by a Non-Electing Shareholder after the beginning of the holding period for the Company Shares during a time in which the Company qualified as a PFIC, then the Section 1291 rules may continue to apply to the Distribution. See "Mark-to-Market Election" above.

Lack of Guidance

The PFIC rules are complex and subject to interpretation. The implementation of certain aspects of the PFIC rules requires the issuance of Treasury Regulations that, in many instances, have not been promulgated and that may have retroactive effect when promulgated. There can be no assurance that any of these proposals will be enacted or promulgated, and if so, the form they will take or the effect that they may have on this summary.

Accordingly, and due to the complexity of the PFIC rules, U.S. Holders are urged to consult their own tax advisors concerning the impact of the PFIC rules on the Distribution, including, without limitation, whether a QEF Election or Mark-to-Market Election may be used to reduce the significant adverse U.S. federal income tax consequences of the PFIC rules.

Dissenting U.S. Holders

Subject to the PFIC rules discussed above, a U.S. Holder who exercises the right to dissent from the Distribution and receives cash in payment for all of such U.S. Holder's Acana Shares will recognize gain or loss in an amount equal to the difference, if any, between (a) the amount of cash received (other than amounts, if any, which are or are deemed to be interest for U.S. federal income tax purposes, which amounts will be taxed as ordinary income) and (b) such U.S. Holder's adjusted tax basis in its Acana Shares. Subject to the PFIC rules discussed above, such gain or loss generally will be capital gain or loss, and will be long-term capital gain or loss if the U.S. Holder's holding period for such Acana Shares is in excess of one year at the time of the Distribution.

Preferential tax rates for long-term capital gains are applicable to a U.S. Holder that is an individual, estate or trust. There are currently no preferential tax rates for long-term capital gains for a U.S. Holder that is a corporation (other than an S Corporation). Deductions for capital losses are subject to significant limitations. Capital gains recognized by a U.S. Holder as a result of exercising the right to dissent from the Distribution

generally will be treated as "U.S. source" gains for purposes of applying the U.S. foreign tax credit rules. See "Foreign Tax Credit" below.

Currency Gains

The fair market value of any Canadian currency received by a U.S. Holder in the Distribution generally will be based on the rate of exchange on the date of the Distribution. A subsequent disposition of any Canadian currency received (including its conversion into U.S. currency) generally will give rise to gain or loss, treated as ordinary income or loss.

U.S. Holders are urged to consult their own tax advisors concerning the U.S. federal income tax consequences of acquiring, holding and disposing of Canadian dollars.

Foreign Tax Credit

A U.S. Holder who pays (or has withheld) Canadian income tax with respect to the Distribution may be entitled, at the option of the U.S. Holder, to either receive a deduction or a tax credit for U.S. federal income tax purposes with respect to such foreign tax paid or withheld. Generally, it will be more advantageous to claim a credit because a credit reduces U.S. federal income taxes on a dollar-for-dollar basis, while a deduction merely reduces the taxpayer's income subject to U.S. federal income tax. This election is made on a year-by-year basis and applies to all foreign taxes paid by (or withheld from distributions to) the U.S. Holder during that year. There are significant and complex limitations that apply to the foreign tax credit, among which is the general limitation that the credit cannot exceed the proportionate share of the U.S. Holder's U.S. income tax liability that the U.S. Holder's "foreign source" income bears to his or its worldwide taxable income. In applying this limitation, the various items of income and deduction must be classified as either "foreign source" or "U.S. source". Complex rules govern this classification process. In addition, this limitation is calculated separately with respect to specific classes of income.

U.S. Holders who pay (or have withheld) Canadian income tax with respect to the Distribution are urged to consult their own tax advisors regarding the foreign tax credit rules and the potential benefits of the Canada– U.S. Tax Convention.

No Ruling or Legal Opinion

No opinion of legal counsel and no ruling from the IRS concerning the U.S. federal income tax consequences of the Distribution has been obtained or will be requested. This summary is not binding on the IRS and the IRS is not precluded from taking a different position or positions. U.S. Holders should be aware that some of the U.S. federal income tax consequences of the Distribution are governed by provisions of the Code as to which there are no final Treasury Regulations and little or no judicial or administrative guidance.

Backup Withholding Tax and Information Reporting Requirements

Payments to certain U.S. Holders of dividends made on, or the proceeds of the sale or other disposition of, the Company Shares may be subject to information reporting and U.S. federal backup withholding tax (subject to periodic adjustment) if the U.S. Holder fails to supply an accurate taxpayer identification number or otherwise fails to comply with applicable U.S. information reporting or certification requirements (typically provided on IRS Form W-9). Any amount withheld from a payment to a U.S. Holder under the backup withholding rules is allowable as a credit against the U.S. Holder's U.S. federal income tax, provided that the required information is furnished to the IRS.

U.S. Holders are urged to consult their own tax advisors concerning the backup withholding tax rules and compliance with applicable certification requirements.

RIGHTS OF DISSENT

Dissenters' Rights

The following description of the right to dissent (the "Dissent Right") and appraisal to which registered dissenting

Company Shareholders are entitled is not a comprehensive statement of the procedures to be followed by a Dissenting Shareholder who seeks payment of the fair value of such Dissenting Shareholder's Company Shares, and is qualified in its entirety by the reference to the full text of the Interim Order and the Act, which are attached to this Circular as Schedules "B" and "C", respectively. A registered Dissenting Shareholder who intends to exercise the Dissent Right and appraisal should carefully consider and comply with the provisions of the Act as may be modified by the Interim Order. Failure to strictly comply with the provisions of the Act and to adhere to the procedures established therein may result in the loss of all rights thereunder.

The Court hearing the application for the Final Order has the discretion to alter the Dissent Right described herein based on the evidence presented at such hearing.

Pursuant to the Interim Order and the Plan of Arrangement, registered Acana Shareholders are entitled, in addition to any other right such holder may have, to dissent and to be paid by Acana, in the event the Arrangement becomes effective, the fair value of the Company Shares held by such holder in respect of which such holder dissents, determined as of the close of business on the last Business Day before the day on which the Arrangement is approved by Company Shareholders at the Meeting. A registered Acana Shareholder may dissent only with respect to all of the Company Shares held by such holder or on behalf of any one beneficial owner and registered in the Dissenting Shareholder's name.

Only Registered Shareholders may dissent. Persons who are beneficial owners of Acana Shares registered in the name of a broker, custodian, nominee or other intermediary who wish to dissent, should be aware that they may only do so through the registered owner of such securities. A registered holder, such as a broker, who holds Acana Shares as nominee for beneficial holders, some of whom wish to dissent, must exercise Dissent Rights on behalf of such beneficial owners with respect to the Company Shares held for such beneficial owners. In such case, the demand for dissent should set forth the number of Acana Shares covered by it. Alternatively, such a Acana Shareholder may wish to instruct the intermediary to cause such Acana Shares to be registered in the holder's name so that the holder may exercise the Dissent Right directly.

An Acana Shareholder who wishes to exercise his, her or its Dissent Right must give written notice of his, her or its dissent (a "Notice of Dissent") to the Company by either delivering the Notice of Dissent to the **Company at the Meeting**, or to the Company's head office at #200 - 8338-120th Street, Surrey, British Columbia, V3W 3N4, marked to the attention of the President, before the Meeting or at or before any postponement(s) or adjournment(s) of the Meeting.

The giving of a Notice of Dissent does not deprive a Dissenting Shareholder of his, her or its right to vote at the Meeting on the Arrangement Resolution. However, the procedures for exercising Dissent Rights given in Schedule "C" must be strictly followed as a vote against the Arrangement Resolution or the execution or exercise of a proxy voting against the Arrangement Resolution does not constitute a Notice of Dissent.

Acana Shareholders should be aware that they will not be entitled to exercise a Dissent Right with respect to any Acana Shares if they vote, either in person at the Meeting or by proxy, in favour of the Arrangement Resolution. A Dissenting Shareholder may, however, vote as a proxy for a Acana Shareholder whose proxy requires an affirmative vote on the Arrangement Resolution, without affecting his, her or its right to exercise the Dissent Right.

In the event that an Acana Shareholder fails to perfect or effectively withdraws its claim under the Dissent Right or forfeits its right to make a claim under the Dissent Right, each Acana Share held by that Acana Shareholder will thereupon be deemed to have been exchanged in accordance with the terms of the Arrangement as of the Effective Date.

An application may be made to the Court by Acana or by a Dissenting Shareholder after the adoption of the Arrangement Resolution to fix the fair value of the Dissenting Shareholder's Acana Shares. If such an application to the Court is made by Acana or a Dissenting Acana Shareholder, The Company must, unless the Court otherwise orders, send to each Dissenting Shareholder a written offer to pay the Dissenting Shareholder an amount considered by the Board to be the fair value of the Acana Shares, as applicable. The offer, unless the Court otherwise orders, will be sent to each Dissenting Shareholder at least 10 days after Acana is served with notice of the application, if a Dissenting Shareholder is the applicant. The offer will be made on the same terms to each Dissenting Shareholder and will be accompanied by a statement showing how the fair value was determined.

A Dissenting Shareholder may make an agreement with Acana for the purchase of such holder's Acana Shares in the amount of the offer made by Acana, or otherwise, at any time before the Court pronounces an order fixing the fair value of the Company Shares.

A Dissenting Shareholder is not required to give security for costs in respect of an application and, except in special circumstances, will not be required to pay the costs of the application or appraisal. On the application, the Court will make an order fixing the fair value of the Company Shares, as applicable, of all Dissenting Shareholders who are parties to the application, giving judgment in that amount against Acana and in favour of each of those Dissenting Shareholders, and fixing the time within which Acana must pay that amount payable to the Dissenting Shareholders. The Court may in its discretion allow a reasonable rate of interest on the amount payable to each Dissenting Shareholder calculated from the date on which the Dissenting Shareholder ceases to have any right as a Acana Shareholder, until the date of payment.

Upon the Arrangement becoming effective, or upon the making of an agreement between Acana and the Dissenting Shareholder as to the payment to be made by Acana to the Dissenting Shareholder for its Acana Shares, or upon the pronouncement of a Court order, whichever first occurs, the Dissenting Shareholder will cease to have any rights as a Acana Shareholder other than the right to be paid the fair value of such holder's Acana Shares, in the amount agreed to between the Company and the Dissenting Shareholder or in the amount of the judgment, as the case may be. Until one of these events occurs, the Dissenting Shareholder may withdraw the Dissenting Shareholder's dissent, or if the Arrangement has not yet become effective, the Company may rescind the Arrangement Resolution, and in either event the dissent and appraisal proceedings in respect of that Dissenting Shareholder will be discontinued.

The Company shall not make a payment to a Dissenting Shareholder if there are reasonable grounds for believing that the Company is or would after the payment be unable to pay its liabilities as they become due, or that the realizable value of the assets of The Company would thereby be less than the aggregate of its liabilities. In such event, The Company shall notify each Dissenting Shareholder that it is unable lawfully to pay Dissenting Shareholders for their Acana Shares, in which case the Dissenting Shareholder may, by written notice to the Company within 30 days after receipt of such notice, withdraw such holder's written objection, in which case the Company shall be deemed to consent to the withdrawal and such Dissenting Shareholder shall be reinstated with full rights as a Acana Shareholder, failing which such Dissenting Shareholder retains its status as a claimant against the Company to be paid as soon as the Company is lawfully able to do so or, in a liquidation, to be ranked subordinate to the rights of creditors of the Company but in priority to its Shareholders.

All Acana Shares held by Dissenting Shareholders who exercise their right to dissent will, if the holders are ultimately entitled to be paid the fair value thereof, be deemed to be transferred to the Company and cancelled in exchange for such fair value.

The above summary does not purport to provide a comprehensive statement of the procedures to be followed by a Dissenting Shareholder who seeks payment of the fair value of their Acana Shares. The Interim Order and Part 9 Division 5 of the Act require adherence to the procedures established therein and failure to do so may result in the loss of all rights thereunder.

Accordingly, each Dissenting Shareholder who might desire to exercise the right to dissent and appraisal should carefully consider and comply with the provisions of the Interim Order, a copy of which is attached as Schedule "C" this Circular together with Part 9 Division 5 of the Act, the full text of which is set out in Schedule "D" to this Circular and should consult their own legal advisor.

RISK FACTORS

In evaluating the Arrangement, Acana Shareholders should carefully consider, in addition to the other information contained in this Circular, the following risk factors associated with JG Wealth and USA. These risk factors are not a definitive list of all risk factors associated with JG Wealth or USA shares and the businesses to be carried out by each of JG Wealth and USA.

General and Industry Risks

In the normal course of business, JG Wealth and USA shares will be subject to the risks and uncertainties common to the real estate development industry and the equity markets, which are, by their nature, cyclical businesses. These risks include the supply and demand for real estate, interest rate increases, demand for investment and increased operating costs. Due to the recent economic climate, JG Wealth and USA shares will also be impacted by the global credit crisis which creates additional credit liquidity risks to manage for the future.

Real estate investments and equities are subject to varying degrees of risk. These risks may include: (i) changes in general economic conditions such as the availability and cost of financing capital; (ii) changes in local conditions, including oversupply or reduction in demand for real estate in an area; (iii) changes to government

regulations and (iv) competition from others. In addition, financial difficulties of other owners, resulting in distress sales, may depress real estate values and equity values in the market(s) in which the Companies operate.

Securities of JG Wealth and USA Shares and Dilution

JG Wealth and USA plan to focus on investment on equity portfolio development and Canadian real estate acquisitions and USA real estate land development and management/acquisitions, respectively, and will use their respective working capital to carry out such activities. However, both JG Wealth and USA will require additional funds to further such activities. To obtain such funds, JG Wealth and/or USA may sell additional securities including, but not limited to, their common shares or some form of convertible security, the effect of which would result in substantial dilution of the equity interests of the holders of JG Wealth and USA shares.

There is no assurance that additional funding will be available to JG Wealth to carry on its intended operations to purchase additional real estate properties or for the substantial capital that is typically required in order to develop a real estate project. There is no assurance that JG Wealth will be able to obtain adequate financing in the future or that the terms of such financing will be favorable. Failure to obtain such additional financing could result in the delay or indefinite postponement of further development of the Asset or any other Asset that JG Wealth may acquire.

Competition

Significant and increasing competition exists for buyers and developers of real estate and equities in both Canada and the USA. Each segment of the real estate and equity trading business is competitive. JG Wealth and USA will compete with investors, developers, builders and owners of properties for the purchase and development of any equity stock portfolios and/or desirable real estate properties either may wish to acquire. It is the strategy of JG Wealth and USA to develop their respective business in premier locations in strong markets, although some competitors may be better located or better capitalized. The existence of competition could adversely affect each of the Companies' ability to acquire attractive properties and could have a potential impact upon its revenues and ability to meet its debt obligations.

Conflicts of Interest

Certain directors and officers of JG Wealth and USA may continue to be, involved in the real estate industry through their direct and indirect participation in corporations, partnerships or joint ventures which are potential competitors of JG Wealth and USA. Situations may arise in connection with potential acquisitions or investments where the other interests of these directors and officers may conflict with the interests of JG Wealth and USA. The directors of JG Wealth and USA are required by law, however, to act honestly and in good faith with a view to the best interests of JG Wealth and USA and their shareholders and to disclose any personal interest which they may have in any material transaction which is proposed to be entered into with JG Wealth and/or USA and to abstain from voting as a director for the approval of any such transaction.

No History of Earnings or Dividends

JG Wealth and USA each have no history of earnings, and there is no assurance that the Asset or Property, or any other asset that may be acquired by either JG Wealth or USA will generate earnings, operate profitably or provide a return on investment in the future. Neither JG Wealth or USA have no plans to pay dividends for the foreseeable future.

Potential Profitability Depends Upon Factors beyond the Control of JG Wealth and USA

The potential profitability of the Asset and Property or any other acquisitions by either JG Wealth or USA is dependent upon many factors beyond the control of JG Wealth and/or USA. For instance, commercial and residential unit prices are subject to market conditions and availability of credit and respond to changes in domestic, international, political, social and economic environments. Profitability also depends on the costs of operations, including costs of labor, equipment, electricity, environmental compliance or other production inputs. Such costs will fluctuate in ways JG Wealth and USA cannot predict and are beyond the control of JG Wealth or USA, and such fluctuations will impact on profitability and may eliminate profitability altogether. Additionally, trading in equities is highly speculative and subject to global financial conditions and events which cause worldwide economic uncertainty may make raising of funds for development difficult. These changes and events may

materially affect the financial performance of JG Wealth and USA.

Asset Approvals, Permits, Zoning, and Compliance

The current or future operations of JG Wealth and USA, including development activities, require permits and approvals from local governmental authorities. There can be no assurance that any or all permits and approvals which JG Wealth or USA may require for the construction and development of their businesses or other projects which either of them may undertake will be given.

Dependency on Supply and Demand

JG Wealth's performance and USA's performance would be affected by the supply and demand for land, single-family housing, multi-family housing and commercial properties in a given geographic area, including supply and demand for equities. Key drivers of demand include employment levels, population growth, demographic trends and consumer confidence. The potential for reduced revenue exists in the event that demand diminishes or supply becomes over abundant thereby driving down prices for the Asset and/or Property or other assets that may be acquired from time to time.

Development and Construction Costs

JG Wealth and USA may experience loss due to higher prices of labor, consulting professional fees and costs of materials. JG Wealth and USA will closely monitor the costs of services and materials and look for long-term commitments for those prices whenever possible. Costs of development and building have fluctuated over the past several years, and JG Wealth intends to pass such additional costs to buyers through higher pricing. Any significant increase that JG Wealth can't pass on to buyers may have a negative material impact on JG Wealth and USA and their respective business operations.

THE COMPANY AFTER THE ARRANGEMENT

The following is a description of the Company assuming completion of the Arrangement.

Name, Address and Incorporation

Upon completion of the Arrangement, the Company will continue to carry on its business under the name "ACANA CAPITAL CORP."

The Company's principal executive office is located at #200 8338-120th Street, Surrey, British Columbia, Canada V3W 3N4. The Company's registered and records office address is #200 8338-120th Street, Surrey, British Columbia, Canada V3W 3N4.

Directors and Officers

The completion of the Arrangement will not cause any changes in the directors of the Company who are elected at the Meeting or of the current officers of the Company.

Business of the Company

The Company is a publicly traded diversified industrial and investment company.

Business of the Company Following the Arrangement

Following completion of the Arrangement, the Company will continue to operate as a publicly traded diversified industrial and investment company.

Description of Share Capital

The authorized share capital of the Company consists of an unlimited number of Common Shares, of which 30,646,672 were issued and outstanding as at August 13, 2014.

Acana Shareholders are entitled to receive notice of any meeting of Acana Shareholders and to attend and vote

thereat, except those meetings at which only the holders of shares of another class or of a particular series are entitled to vote. Each Acana Share entitles its holder to one vote at meetings at which they are entitled to attend and vote. The holders of Acana Shares are entitled to receive, on a *pro rata* basis, such dividends as the Board may declare out of funds legally available for the payment of dividends. On the dissolution, liquidation, winding up or other distribution of the assets of the Company, Acana Shareholders are entitled to receive on a *pro rata* basis all of the assets of the Company remaining after payment of all of the Company's liabilities and subject to the prior rights attached to any preferred shares of Acana to receive a return of capital and unpaid dividends. Acana Shares carry no preemptive or conversion rights.

The Board may issue preferred shares from time to time in one or more series with each series to consist of such number of preferred shares as may be determined by the Board. Before the issue of a series of preferred shares, the Board may, at its sole discretion, determine the designation, rights, privileges, restrictions and conditions attaching to the series of preferred shares.

Trading Price and Volume

Acana Shares trade on the Venture Exchange, in Canadian dollars, under the symbol "APB". The following table sets out information relating to the trading of the Acana Shares on the Exchange for the months indicated:

May 31, 2014	Closing Value: \$0.02
June 30, 2014	Closing Value: \$0.02
July 31, 2014	Closing Value: \$0.02

The Company's Year-End Audited Financial Statements

The Company's consolidated audited financial statements and the management's discussion and analysis for the year ended September 30, 2013 are attached hereto as Schedule "D".

Material Contracts

The following are the contracts material to The Company:

- the Arrangement Agreement; and
- the Company Stock Option Plan.

JG WEALTH AFTER THE ARRANGEMENT

The following is a description of JG Wealth, assuming completion of the Arrangement.

Name, Address and Incorporation

JG Wealth became a wholly owned subsidiary of the Company on March 29, 2012 and simultaneously changed its name from 0809795 BC Ltd. to "JG Wealth Management Corporation" and it is currently a private company and a wholly-owned subsidiary of Acana. JG Wealth's head office is located at 8338-120th Street, Surrey, British Columbia, and its registered and records office is located at 8338-120th Street, Surrey, British Columbia V3W 3N4.

Intercorporate Relationships

JG Wealth does not have any subsidiaries.

Significant Acquisition and Dispositions

There are no significant acquisitions or dispositions, completed or probable, for which financial statements would be required under applicable securities legislation, save pursuant to the Arrangement described herein. Details of the Arrangement are provided under "The Arrangement". The Arrangement, if successfully completed, will result in JG Wealth acquiring the Company's interest in and to the Asset and receiving funds

necessary to commence operations. The future operating results and financial position of JG Wealth cannot be predicted. Details of the Arrangement are provided under "The Arrangement". The Arrangement, if successfully completed, will result in JG Wealth owning the Asset, having an aggregate value of CAD\$2,930,426.00.

Trends

Other than as disclosed in this Circular JG Wealth is not aware of any trends, uncertainties, demands, commitments or events which are reasonably likely to have a material effect upon its revenues, income from continuing operations, profitability, liquidity or capital resources, or that would cause reported financial information not necessarily to be indicative of future operating results or financial condition.

General Development of JG Wealth's Business

JG Wealth was incorporated on November 29, 2007 under the name of 0809795 BC Ltd., and was a shelf company and has not yet commenced commercial operations until on March 29, 2012 it changed its name to JG Wealth and became a wholly owned subsidiary of Acana. JG Wealth will acquire the Asset as part of the Arrangement, and will commence operations as a real estate development and equity management company. The Completion of the Arrangement is subject to the approval of the Arrangement by the Company Shareholders, the Court and the Exchange.

JG Wealth's Business History

Pursuant to the Arrangement, the Company own all of the Company' interest in the Asset in exchange for 30,646,672 of JG Wealth shares, which shares will be distributed to the Company Shareholders who hold Company Shares on the Record Date. The funds to be received by JG Wealth via the equity stock portfolio pursuant to the Arrangement should provide JG Wealth with the liquid capital for general and administrative expenses and for working capital purposes. JG Wealth may also change its name. Completion of the Arrangement is subject to the approval of the Arrangement by the Company Shareholders, the Court and the Exchange.

Asset Assessment and Appraisal

The Asset has property tax assessments available and property tax statements and the values are disclosed in Exhibit "D" hereto.

Selected Unaudited Pro-Forma Financial Information of JG Wealth

Pro-Forma Balance Sheet

September 30, 2013

(Prepared by Management - Unaudited)

(Stated in Canadian Dollar)

JG Wealth Management Corp.
Pro-Forma Balance Sheet
(Unaudited - Expressed in Canadian Dollars)
September 30, 2013

	Unadjusted Note 1	Pro-forma adjustment Note 2a	Pro-forma adjustment Note 2b	After-adjusted Pro-forma
	\$	\$		\$
Assets				
Current assets				
Marketable securities	-	1,764,364	-	1,764,364
Non-current				
Properties	-	1,166,062	-	1,166,062
Total assets	-	2,930,426	-	2,930,426
				-
Liabilities and shareholders' equity				
Current liabilities				
Accounts payable and accrued liabilities	-	-	10,000	10,000
	-	-	10,000	10,000
Shareholders' equity				
Share capital	-	2,930,426		2,930,426
Deficit	-	-	(10,000)	(10,000)
Total equity	-	2,930,426	(10,000)	2,920,426
Total liabilities and shareholders' equity	-	2,930,426	-	2,930,426

---See Accompanying notes to the unaudited pro-forma balance sheet----

Notes to the Pro-forma Balance Sheet
September 30, 2013
(Unaudited - stated in Canadian dollars)

3. BASIS OF PRESENTATION

JG Wealth Management Corp. ("JG Wealth" or the "Company") was initially incorporated on November 29, 2007 as "0809795 B.C. Ltd." and remained inactive until March 29, 2012 at which time it changes its name to JG Wealth Management Corporation and became a wholly owned subsidiary of Acana Capital Corp. ("Acana"). Acana has entered into an arrangement agreement ("Agreement") with JG Wealth, and Acana Capital USA Inc. ("Acana USA"), a wholly owned USA subsidiary of Acana, to execute a proposed plan of arrangement ("Arrangement") in connection with the reorganization of the Acana's assets located in USA ("USA Assets") and assets other than cash held in Canada ("Canadian Assets").

This unaudited pro-forma balance sheet has been compiled for the purpose of inclusion in the management information circular of Acana dated August 13, 2014 (Information Circular"), in connection with the Arrangement. A pro-forma presentation of operations

for the period ending September 30, 2013 is not considered practicable in this circumstance nor would it provide any meaningful information to financial statement users.

This unaudited pro-forma balance sheet has been derived from the audited consolidated balance sheet of the Acana as at September 30, 2013 and gives effect to Acana's proposed Arrangement under the Business Corporations Act (British Columbia).

Upon completion of the Arrangement, as more fully described in Note 2, Acana's USA Assets and Canadian Assets will be owned by Acana USA and JG Wealth respectively, which themselves will be owned directly by the shareholders of Acana upon the completion of the Arrangement.

This pro-forma consolidated balance sheet has been prepared as if the Arrangement had occurred on September 30, 2013 and that the adjustments disclosed in Note 2 had occurred on the same date. In the opinion of management, this pro-forma balance sheet includes all the adjustments necessary for fair presentation in accordance with Canadian generally accepted accounting principles, inclusive of the effect of the assumptions disclosed in Note 3.

This pro-forma balance sheet is not necessarily reflective of the financial position that would have resulted if the events reflected herein under the Arrangement had occurred on September 30, 2013, but rather expresses the pro-forma results of specific transactions currently proposed. Further, this pro-forma balance sheet is not necessarily indicative of the financial position that may be attained in the future. This pro-forma balance sheet should also be read in conjunction with Acana's audited annual consolidated financial statements for the year ended September 30, 2013 and Acana's unaudited interim consolidated financial statements for the six months ended March 30, 2014 ("Acana Unaudited 2014 Six Months Financial Statements") which are also included in the subject Information Circular.

4. PRO-FORMA ADJUSTMENTS

The pro-forma balance sheet gives effect to the following transactions as if they had occurred in accordance with the Arrangement as at September 30, 2013:

(a) These adjustments are account for transfer of Canadian Assets to JG Wealth under the Arrangement:

- Transfer of Canadian Assets from Acana to JG Wealth

	\$
Marketable securities**	1,764,364
Shangri La Unit located in Toronto*	1,166,062
Total	2,930,426

* *Shangri La Unit is a residential condo unit located in University Avenue of Toronto, Canada.*

** *marketable securities comprise of investments in shares and share purchase warrants of public and private companies*

- Issuance of 30,646,670 common shares ("JG Wealth Shares") to Acana as consideration for the transfer of the Canadian Assets at their fair value of \$2,930,426

(b) Accrue \$10,000 professional fees in connection with the completion of the Arrangement.

3. PRO-FORMA ASSUMPTIONS

Pursuant to the Arrangement and Agreement, the Canadian Assets will be transferred from Acana to JG Wealth; and immediately after the Arrangement, all the outstanding common shares of JG Wealth will be distributed to the shareholders of Acana. The shareholders of Acana, at the time of the completion of the Arrangement, will continue collectively owning the Canadian Assets. As a result, there will be no substantial change in the beneficial ownership of the Canadian Assets after the completion of the Arrangement. As such the transfer of the Canadian Assets is recorded at carrying values of these assets in the accounts of Acana and no gain or loss is recognized in the book of Acana

4. MARKETABLE SECURITIES

More details of the marketable securities being transferred are available at the Note 6 to Acana Unaudited 2014 Six Months Financial Statements.

Dividends

JG Wealth does not anticipate paying any dividends on its common shares in the short or medium term. Any decision to pay dividends on the JG Wealth shares in the future will be made by the board of directors of JG Wealth on the basis of the earnings, financial requirements and other conditions existing at such time.

Business of JG Wealth shares

General

JG Wealth is not carrying on any business at the present time. On completion of the Arrangement, JG Wealth will commence its business as an investment and real estate development company and investment in diversified industries. The objectives of JG Wealth's management will be to invest in diversified industries that it might deem fit to and to identify and acquire additional assets for **investment purposes**.

Business of JG Wealth Following the Arrangement

JG Wealth will evaluate and may acquire additional commercial, industrial projects for development/management or re-sale from time to time.

Liquidity and Capital Resources

Pursuant to the Arrangement, The Company's equity stock portfolio that forms part of the Asset that will be transferred to JG Wealth shall provide access to sufficient liquid capital, and that, together with the real estate in Canada that also forms part of the Asset, in exchange for 30,646,672 of JG Wealth shares, which shares will be distributed to the Company Shareholders who hold Company Shares on the Share Distribution Record Date.

JG Wealth is a start-up investment and real estate development company and therefore has no regular source of income. As a result, JG Wealth's ability to conduct operations, including the acquisition of the Asset or the evaluation and acquisition of additional real estate properties, is based on its current cash and its ability to raise funds, primarily from equity sources, and there can be no assurance that JG Wealth will be able to do so.

Available Funds

Pursuant to the Arrangement, The Company will transfer to JG Wealth all of the Company's interest in the Asset in exchange for 30,646,672 shares of JG Wealth shares.

Principal Purposes for Available Funds

Assuming completion of the Arrangement, JG Wealth will use the Available Funds as follows:

Use of Available Funds	Amount Allotted
Operating Capital	6,000
Exchange, listing and regulatory requirement costs	22,000
Professional/administrative	72,000
Total.....	\$ 100,000

JG Wealth currently intends to spend the Available Funds as set out above. There may be circumstances, however, where, for sound business reasons, a reallocation of funds may be necessary.

Administration Expenses

The following table discloses the estimated aggregate monthly and yearly general and administrative expenses that will be incurred by JG Wealth:

Type of Administrative Expense	Monthly Estimated Expenditure	Twelve Month Estimated Expenditure
Rent and office services.....	\$ 3,500	\$ 42,000
Professional fees ⁽¹⁾	\$ 2,000	\$ 24,000
Regulatory filing fees.....	\$ 500	\$ 6,000
Total anticipated administrative expenses		\$72,000

(1)Legal, audit and accounting, transfer agent.

Share Capital of JG Wealth

The following table represents the share capitalization of JG Wealth shares as at July 31, 2011, both prior to and assuming completion of the Arrangement.

Share Capital	Authorized	Prior to the Completion of The Arrangement	After Completion of the Arrangement
Common Shares	Unlimited	1 ⁽¹⁾	30,646,672

Common shares of the Company were issued on incorporation and will be redeemed and cancelled by the Company concurrent with the completion of the Arrangement.

JG Wealth is authorized to issue an unlimited number of common shares without par value and an unlimited number of preferred shares without par value, of which 30,646,672 common shares and no preferred shares will be issued and outstanding following completion of the Arrangement.

Common Shares

Holders of JG Wealth shares are entitled to: (a) receive notice of and attend any meetings of shareholders of JG Wealth and are entitled to one vote for each JG Wealth Share held, except meetings at which only holders of a specified class are entitled to vote; (b) the right to receive, subject to the prior rights and privileges attaching to any other class of shares of JG Wealth, including without limitation the rights of the holders of preferred shares, any dividend declared by JG Wealth; and (c) the right to receive subject to the prior rights and privileges attaching to any other class of JG Wealth shares, including without limitation the holders of preferred shares, the remaining Asset and assets of JG Wealth upon dissolution. Subject to the provisions of the Act, JG Wealth may by special resolution fix, from time to time before the issue thereof, the designation, rights, privileges, restrictions, and conditions attaching to each series of JG Wealth shares including, without limiting the generality of the foregoing, any voting rights, the rate or amount of dividends or the method of calculating dividends, the dates of payment thereof, the terms and conditions of redemption, purchase and conversion if any, and any sinking fund or other provisions. No special right or restriction attached to any issued shares shall be prejudiced or interfered with unless all shareholders holding shares of each class whose special right or restriction is so prejudiced or interfered with consent thereto in writing, or unless a resolution consenting thereto is passed at a separate class meeting of the holders of the shares of each such class by the majority required to pass a special resolution, or such greater majority as may be specified by the special rights attached to the class of shares of the issued shares of such class.

Fully Diluted Share Capital of JG Wealth

The *pro-forma* fully diluted share capital of JG Wealth, assuming completion of the Arrangement and the exercise of all The Company Share Comitments, is set out below:

Designation of JG Wealth sharesSecurities	Number of JG Wealth Shares	Percentage of Total
Subscriber's share issued on incorporation ⁽¹⁾	1	0.01%
JG Wealth shares issued in exchange for Assets, which shares will be distributed to the Company Shareholders	30,646,672	0.99%
Total	30,646,672	100%

NOTES:

One common share of the Company was issued on incorporation and will be redeemed and cancelled by the Company concurrent with the completion of the Arrangement.

Prior Sales of Securities of JG Wealth

JG Wealth issued one common share to the Company at a price of \$1.00 on incorporation on November 29, 2007.

Options and Warrants

Stock Options

The Company Shareholders will be asked at the Meeting to approve the JG Wealth Stock Option Plan. As of the Effective Date, assuming approval of the JG Wealth Option Plan by the Company Shareholders, there will be 3,064,667 of JG Wealth shares available for issuance under the JG Wealth Option Plan. As of the date of this Circular, JG Wealth shares not granted any options under the JG Wealth Option Plan.

Principal Shareholders of JG Wealth

To the knowledge of the directors and executive officers of the Company, no person or company will hold, directly or indirectly, as of the Effective Date or will have control or direction over, or a combination of direct or indirect beneficial ownership of and control or direction over, voting securities that will constitute more than 10% of the issued JG Wealth as of the Effective Date.

Directors and Officers of JG Wealth

The following table sets out the names of the current and proposed directors and officers of JG Wealth, the municipalities of residence of each, all offices currently held by each of them, their principal occupations within the five preceding years, the period of time for which each has been a director or executive officer of JG Wealth, and the number and percentage of JG Wealth shares to be beneficially owned by each, directly or indirectly, or over which control or direction will be exercised, upon completion of the Arrangement.

Name, Province and Country of Residence	Principal Occupation or Employment During the Past 5 Years	Current Position(s) with the Company	Director/ Officer Since	Number of Securities Beneficially Owned or over which Control or Direction is Exercised

Lucky Janda British Columbia Canada	Mr. Janda is an independent businessman with over 25 years of experience in public companies and real estate development. Mr. Janda holds a Bachelor of Economics degree from the University of British Columbia and is a respected member of several community charitable organizations. He has served on multiple boards in the past of both TSX.V and CNSX listed companies. He was President and Chief Executive Officer of Arris Holdings Inc. from October 2009 to February 2012; was President of Quantitative Alpha Trading from January 2009 to November 2010; and President and Chief Executive Officer of Grand Peak Capital Corp. from July 2006 to 2009	President and Director	July, 2014	Nil
Sonny Janda British Columbia Canada	Management Consultant from 2008 to present, Director of Grand Peak Capital Corp., Lucky Minerals Inc., Desert Gold Ventures Inc., Maxtech Ventures Inc. and Grenville Gold Corp. Mr. Janda also holds a bachelor's Degree in Economics from Simon Fraser University.	Director	August 18, 2014	Nil
Charn Deol British Columbia Canada	Mr. Deol was a Partner and a Vice-President in Evergreen Futures Inc., an international commodity trading firm with offices in Vancouver, Edmonton, Taipei and Bangkok. He provides consulting services to numerous companies involved in international mining development in North America, South America and Asia, specializing in cross cultural negotiations, evaluation and development of international contract agreements and evaluation and due diligence of projects as well as raising funds for mining exploration projects. Mr. Deol brings years of knowledge pertaining to raising funds in North American capital markets and the formation of public companies on Canadian Securities exchanges.	Director	August 18, 2014	Nil
Rajen Janda British Columbia Canada	Rajen Janda attended Simon Fraser University from 2007 until 2010 studying Economics. After Simon Fraser, Rajen went on to pursue a degree in Financial Management at British Columbia Institute of Technology where he was able to get a lot of hands on preparation for the workplace. For the past two years, Rajen has been working at Janda Group with his two primary focuses being accounting and agriculture. He has helped prepare and file tax returns for the employees and updated all general ledgers to ensure proficient account management. The agricultural division of Janda Group is however Rajen's main focus. He is responsible for managing 200 acres of farmland in British Columbia and handles the operational side of roughly 1,000 acres of agricultural land in California near the Sacramento area. In the past 4 months, he has been the point man in preparing 70 acres of virgin land and converting it into a vineyard.	Chief Financial Officer	August 18, 2014	Nil

The members of JG Wealth's Audit Committee will be:

Lucky Janda, Director
Charn Deol, Director
Sonny Janda, Director

Management of JG Wealth

The following is a description of the individuals who will be directors and officers of JG Wealth following the completion of the Arrangement:

Rajen Janda, Chief Financial Officer;
Lucky Janda, Chief Executive Officer

Corporate Cease Trade Orders or Bankruptcies

No director, officer, promoter or other member of management of JG Wealth is, or within the ten years prior to the date of this Circular has been, a director, officer, promoter or other member of management of any other issuer that, while that person was acting in the capacity of a director, officer, promoter or other member of management of that issuer, was the subject of a cease trade order or similar order or an order that denied the issuer access to any statutory exemptions for a period of more than thirty consecutive days, was declared bankrupt or made a voluntary assignment in bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency or has been subject to or appointed to hold the assets of that director, officer or promoter.

Penalties or Sanctions

No director, officer, promoter or other member of management of JG Wealth has, during the ten years prior to the date of this Circular, been subject to any penalties or sanctions imposed by a court or securities regulatory authority relating to trading in securities, promotion, formation or management of a publicly traded company, or involving fraud or theft.

Personal Bankruptcies

No director, officer, promoter or other member of management of JG Wealth shareshas, during the ten years prior to the date of this Circular, been declared bankrupt or made a voluntary assignment into bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency or has been subject to or instituted any proceedings, arrangement, or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold his or her assets.

Conflicts of Interest

The directors of JG Wealth are required by law to act honestly and in good faith with a view to the best interest of JG Wealth and to disclose any interests which they may have in any project or opportunity of JG Wealth. If a conflict of interest arises at a meeting of the board of directors, any director in a conflict will disclose his interest and abstain from voting on such matter. In determining whether or not JG Wealth shares will participate in any project or opportunity, that director will primarily consider the degree of risk to which JG Wealth may be exposed and its financial position at that time.

Except as disclosed in this Circular, to the best of the Company's knowledge, there are no known existing or potential conflicts of interest among JG Wealth sand its promoters, directors, officers or other members of management as a result of their outside business interests except that certain of the directors, officers, promoters and other members of management serve as directors, officers, promoters and members of management of other public companies, and therefore it is possible that a conflict may arise between their duties as a director, officer, promoter or member of management of such other companies.

Approval of the JG Wealth shares Stock Option Plan

In July 2014, the director of JG Wealth Management Corporation established the JG Wealth Option Plan as a rolling stock option plan in accordance with the policies of the Exchange. The maximum number of JG Wealth shares

reserved for issuance under the JG Wealth Option Plan is 10% of the issued and outstanding JG Wealth shares on a "rolling" basis. It is anticipated that JG Wealth will have 30,676,672 issued shares **on the Effective Date** such that the JG Wealth Option Plan will initially have 3,064,667 shares reserved, being 10% of the issued and outstanding shares of JG Wealth shares.

Under the JG Wealth Option Plan, options may be granted equal in number up to 10% of the issued JG Wealth shares at the time of the grant of the stock option. The JG Wealth Option Plan will be required to be approved by the Shareholders of JG Wealth on a yearly basis at each annual general meeting of Shareholders of JG Wealth.

Purpose of the JG Wealth Option Plan

The purpose of the JG Wealth Option Plan is to provide an incentive to JG Wealth's directors, senior officers, employees and consultants to continue their involvement with JG Wealth, to increase their efforts on JG Wealth's behalf and to attract new qualified employees. The JG Wealth Option Plan is also intended to assist in aligning management and employee incentives with the interests of Shareholders.

General Description and Exchange Policies

The JG Wealth Option Plan will be administered by the board of directors of JG Wealth or by a committee of the JG Wealth Board (in this section, the "Committee"). A full copy of the JG Wealth Option Plan is available upon request.

The following is a description of the principal terms of the JG Wealth Option Plan, which description is qualified in its entirety by the terms of the JG Wealth Option Plan:

Terms of the JG Wealth Option Plan

The following is a summary of the material terms of the Stock Option Plan:

Number of Shares Reserved. The number of common shares which may be issued pursuant to options granted under the JG Wealth Option Plan (including all options granted by JG Wealth prior to the adoption of the JG Wealth Option Plan) shall equal 10% of the issued and outstanding shares of JG Wealth from time to time at the date of grant.

Maximum Term of Options. The term of any options granted under the JG Wealth Option Plan is fixed by the JG Wealth Board and may not exceed five years from the date of grant. The options are non-assignable and nontransferable.

Exercise Price. The exercise price of options granted under the JG Wealth Option Plan is determined by the JG Wealth Board, or, if the shares are no longer listed on the Exchange, then such other exchange or quotation system on which the shares are listed or quoted for trading.

Amendment. The terms of an option may not be amended once issued under Exchange requirements. If an option is cancelled prior to the expiry date, JG Wealth shall not grant new options to the same person until 30 days have elapsed from the date of cancellation.

Vesting. Vesting, if any, and other terms and conditions relating to such options shall be determined by the JG Wealth Board or senior officer to which such authority is delegated by the JG Wealth Board from time to time and in accordance with Exchange requirements.

Termination. Any options granted pursuant to the JG Wealth Option Plan will terminate generally within 90 days of the option holder ceasing to act as a director, officer, or employee of JG Wealth or any of its affiliates, and within generally 30 days of the option holder ceasing to act as an employee engaged in investor relations activities, unless such cessation is on account of death. If such cessation is on account of death, the options terminate on the first anniversary of such cessation. If such cessation is on account of cause, or terminated by regulatory sanction or by reason of judicial order, the options terminate immediately. Options that have been cancelled or that have expired without having been exercised shall continue to be issuable under the JG Wealth Option Plan. The JG Wealth Option Plan also provides for adjustments to outstanding options in the event of any consolidation, subdivision, conversion, or exchange of Company's shares.

Administration. The JG Wealth Option Plan is administered by the JG Wealth Board or senior officer to which

such authority is delegated by the Board from time to time.

Board Discretion. The JG Wealth Option Plan provides that, generally, the number of shares subject to each option, the exercise price, the expiry time, the extent to which such option is exercisable, including vesting schedules, and other terms and conditions relating to such options shall be determined by the JG Wealth Board or senior officer or employee to which such authority is delegated by the Board from time to time and in accordance with Exchange requirements.

The Acana Shareholders will be asked at the Meeting to approve by ordinary resolution the JG Wealth Option Plan Resolution, as follows:

BE IT RESOLVED AS AN ORDINARY RESOLUTION THAT:

1. the JG Wealth Stock Option Plan adopted by JG Wealth be, and the same is, hereby approved, ratified and affirmed;
2. the directors of JG Wealth be, and are hereby, authorized to grant stock options pursuant to the terms and conditions of the JG Wealth Stock Option Plan entitling the holders to purchase up to a maximum of ten (10%) percent of the issued and outstanding JG Wealth shares on a "rolling" basis at the time of each grant of stock options;
3. the granting of stock options to insiders of JG Wealth under the JG Wealth Stock Option Plan be, and is hereby, approved;
4. any director or officer of JG Wealth be and is hereby authorized, for or on behalf of JG Wealth, to execute and deliver all documents and instruments and to take such other actions as such director or officer may determine to be necessary or desirable to implement this ordinary resolution and the matters authorized hereby, such determination to be conclusively evidenced by the execution and delivery of any such documents or instruments and the taking of any such actions, and, to the extent that any such documents and instruments were executed and delivered prior to the date hereof, the execution and delivery thereof by any director or officer be, and is hereby, approved, ratified and affirmed; and
5. notwithstanding this resolution having been duly passed by the shareholders of the Company, the directors of JG Wealth be, and are hereby, authorized and empowered to revoke this resolution at any time prior to it being acted upon without further approval of the shareholders of the Company.

The Board unanimously recommends that shareholders vote FOR the JG Wealth Option Plan Resolution.

Executive Compensation of JG Wealth

As of the date of this Circular, JG Wealth has one Director and president, namely Lucky Janda and no other executive officers. JG Wealth does not have an employment contract with any of its Executive Officers pursuant to which the Executive Officers will be compensated for their services as executive officers of JG Wealth.

Indebtedness of Directors and Executive Officers of JG Wealth

No individual who is, or at any time from the date of JG Wealth incorporation to the date hereof, that is a director or officer of JG Wealth, or an affiliated or related company, is or has been indebted to JG Wealth.

JG Wealth's Auditor

Dale Matheson Carr-Hilton Lebonte, Chartered Accountants, 1500-1140 W. Pender Street, Vancouver, B.C V6E 4G1.

JG Wealth's Material Contracts

The following are the contracts which are material to JG Wealth:

- the Arrangement Agreement;
- the JG Wealth Option Plan;

The material contracts described above may be inspected at the registered office of JG Wealth at 8338-120th Street, Surrey, Street, British Columbia, during normal business hours prior to the Meeting and for a period of thirty days thereafter.

Promoters

JG Wealth is its own promoter.

Transfer Agent and Registrar

Prior to the Effective Date JG Wealth intends to appoint Valiant Trust, 600-750 Cambie Street, Vancouver, British Columbia V6B 0A2, as its registrar and transfer agent.

Legal Proceedings

There are no pending legal proceedings to which the Company or JG Wealth is or is likely to be a party or of which any of its properties are, or to the best of knowledge of management of the Company or JG Wealth, are likely to be subject.

USA AFTER THE ARRANGEMENT

The following is a description of USA, assuming completion of the Arrangement.

Name, Address and Incorporation

USA became a wholly owned subsidiary of the Company on August 6, 2012 under the laws of the State of Nevada, USA and it is currently a private company and a wholly-owned subsidiary of Acana. USA's head office is located at 8338-120th Street, Surrey, British Columbia, and its registered and records office is located at 8338-120th Street, Surrey, British Columbia V3W 3N4.

Intercorporate Relationships

USA does not have any subsidiaries.

Significant Acquisition and Dispositions

There are no significant acquisitions or dispositions, completed or probable, for which financial statements would be required under applicable securities legislation, save pursuant to the Arrangement described herein. Details of the Arrangement are provided under "The Arrangement". The Arrangement, if successfully completed, will result in USA acquiring the Company's interest in and to the Property and receiving funds necessary to commence operations through a non-brokered equity financing of capital stock. The future operating results and financial position of USA cannot be predicted. Details of the Arrangement are provided under "The Arrangement". The Arrangement, if successfully completed, will result in USA owning the Property.

Trends

Other than as disclosed in this Circular, USA is not aware of any trends, uncertainties, demands, commitments or events which are reasonably likely to have a material effect upon its revenues, income from continuing operations, profitability, liquidity or capital resources, or that would cause reported financial information not necessarily to be indicative of future operating results or financial condition.

General Development of USA's Business

USA was incorporated on August 6, 2012 under the name of Acana Capital USA, Inc. in pursuant to the laws of the State of Nevada, USA, as a wholly-owned subsidiary of Acana, and has not yet commenced commercial operations. USA will acquire the Property, having a net value of approximately \$612,218.00, as part of the

Arrangement, and will commence operations as a real estate development and diversified industries company. USA has arranged temporary financing from an insider in the amount of CAD\$100,000 which will provide working capital for the next 12 months. USA will change its name to Ameri-Can Agri Co., or some such similar name. Completion of the Arrangement is subject to the approval of the Arrangement by the Company Shareholders, the Court and the Exchange.

USA's Business History

Pursuant to the Arrangement, the Company transfer all the Company's interest in the Property in exchange for 30,646,672 of USA shares, which shares will be distributed to the Company Shareholders who hold Company Shares on the Record Date. The funds provided through the aforesaid loan should provide USA with the capital for general and administrative expenses and for working capital purposes. Completion of the Arrangement is subject to the approval of the Arrangement by the Company Shareholders, the Court and the Exchange.

Asset Assessment and Appraisal

The Property has property tax assessments available and property tax statements.

Selected Unaudited Pro-Forma Financial Information of USA

Pro-Forma Consolidated Balance Sheet

September 30, 2013

(Prepared by Management - Unaudited)

(Stated in Canadian Dollar)

Acana Capital USA, Inc.
Pro-Forma Consolidated Balance Sheet
(Unaudited - Expressed in Canadian Dollars)
September 30, 2013

	Unadjusted Note 1	Pro-forma adjustment Note 2a	Pro-forma adjustment Note 2b	After-adjusted Pro-forma
	\$	\$		\$
Assets				
Current assets				
Other receivable	-	207,211	-	207,211
Prepaid	-	110,600	-	110,600
	-	317,811	-	317,811
Non-current				
Property for sale	-	2,565,028	-	2,565,028
Properties	-	8,245,093	-	8,245,093
Total assets	-	11,127,932	-	11,127,932
Liabilities and shareholders' equity				
Current liabilities				
Accounts payable and accrued liabilities	-	-	10,000	10,000
	-	-	10,000	10,000
Non-current liabilities				
Note payable	-	8,682,490	-	8,682,490
Total liabilities	-	8,682,490	10,000	8,692,490
Shareholders' equity				
Share capital	-	612,219		612,219
Deficit	-	-	(10,000)	(10,000)
Equity attributed to shareholders	-	612,219	(10,000)	602,219
Non-controlling interests	-	1,833,223	-	1,833,223
Total Equity	-	2,445,442	(10,000)	2,435,442
Total liabilities and shareholders' equity	-	11,127,932	-	11,127,932

---See accompanying notes to the unaudited pro-forma balance sheet----

Notes to the Pro-forma Consolidated Balance Sheet
September 30, 2013
(Unaudited - stated in Canadian dollars)

5. BASIS OF PRESENTATION

Acana Capital USA, Inc. ("Acana USA" or the "Company") was initially incorporated on August 6, 2012 in Nevada, USA as a wholly owned subsidiary of Acana Capital Corp. ("Acana"). Acana has entered into an arrangement agreement ("Agreement") with JG Wealth Management Corp. ("JG Wealth"), a wholly owned Canadian subsidiary of Acana,

and Acana USA to execute a proposed plan of arrangement (“Arrangement”) in connection with the reorganization of the Acana’s assets located in USA (“USA Assets”) and assets other than cash held in Canada (“Canadian Assets”).

This unaudited pro-forma consolidated balance sheet has been compiled for the purpose of inclusion in the management information circular of Acana dated August 13, 2014 (Information Circular”), in connection with the Arrangement. A pro-forma presentation of operations for the period ending September 30, 2013 is not considered practicable in this circumstance nor would it provide any meaningful information to financial statement users.

This unaudited pro-forma consolidated balance sheet has been derived from the audited consolidated balance sheet of the Acana as at September 30, 2013 and gives effect to Acana’s proposed Arrangement under the Business Corporations Act (British Columbia). This unaudited pro-forma consolidated balance sheet has included the accounts of Acana USA and its controlled subsidiaries as in the following :

Name	Country of incorporation/formation	Ownership percentage as at the date of this report
JG Wealth Management Corp.	Canada	100%
* JDLP LLP	USA	50%
Acana Capital USA Inc.	USA	100%
Acana Capital LLC.	USA	100%
Corning 106 LLC	USA	100%
Crocker Acana LLC	USA	100%
Pershing-Churchill LLC	USA	100%

** Acana USA has control over the limited liabilities partnership; therefore, it is consolidated and its non-interest is reflected in non-controlling interests in the unaudited consolidated proforma balance sheet.*

Inter-company balances are eliminated on consolidation.

Upon completion of the Arrangement, as more fully described in Note 2, Acana’s USA Assets will be owned by Acana USA, which themselves will be owned directly by the shareholders of Acana upon the completion of the Arrangement.

This pro-forma consolidated balance sheet has been prepared as if the Arrangement had occurred on September 30, 2013 and that the adjustments disclosed in Note 2 had occurred on the same date. In the opinion of management, this pro-forma consolidated balance sheet includes all the adjustments necessary for fair presentation in accordance with Canadian generally accepted accounting principles, inclusive of the effect of the assumptions disclosed in Note 3.

Notes to the Pro-forma Consolidated Balance Sheet
September 30, 2013
(Unaudited - stated in Canadian dollars)

1. BASIS OF PRESENTATION (Continued)

This pro-forma consolidated balance sheet is not necessarily reflective of the financial position that would have resulted if the events reflected herein under the Arrangement had occurred on September 30, 2013, but rather expresses the pro-forma results of

specific transactions currently proposed. Further, this pro-forma consolidated balance sheet is not necessarily indicative of the financial position that may be attained in the future. This pro-forma consolidated balance sheet should also be read in conjunction with Acana's audited annual consolidated financial statements for the year ended September 30, 2013 and Acana's unaudited interim consolidated financial statements for the six months ended March 30, 2014 ("Acana Unaudited 2014 Six Months Financial Statements") which are also included in the subject Information Circular.

2. PRO-FORMA ADJUSTMENTS

The pro-forma balance sheet gives effect to the following transactions as if they had occurred in accordance with the Arrangement as at September 30, 2013:

(a) These adjustments are account for transfer of USA Assets to Acana USA under the Arrangement:

- **Transfer of USA Assets from Acana to Acana USA**

	\$
Property for sale (i)	2,565,028
Properties (ii)	8,245,093
Receivable in connection with the Properties	207,211
Prepaid in connection with the Properties	110,600
Assumption of promissory notes payable	(8,682,490)
Minority interest over the USA assets	(1,833,223)
Total	612,219

(i) Property for sale is a warehouse building located in Tuscon, Arizona

(ii) The following table shows the continuity of the Properties.

	September 30, 2013	Acquisition	Deferred development cost	Change of exchange rate	March 31, 2014
	\$	\$	\$	\$	\$
Crocker Drive Property	232,857	-	-	16,628	249,485
106 Glenn	629,437	-	-	46,444	675,881
860 Corning	2,744,580	-	-	202,512	2,947,092
Vineyard Plaza	2,641,259	-	92,271	170,228	2,903,758
River Road Property	414,616	16,076	46,452	33,952	511,096
Pershing-Churchill Property	37,444	-	-	2,760	40,204
Bradshaw Residential	556,925	-	30352	24,645	611,922
Bader Road Lot	284,652	-	-	21,003	305,655
Total	7,541,770	16,076	169,075	518,172	8,245,093

- Issuance of 30,646,670 common shares of Acana USA ("Acana USA Shares") to Acana as consideration for the transfer of the USA Assets at their fair value of \$612,219.

(b) Accrue \$10,000 professional fees in connection with the completion of the Arrangement.

3. PRO-FORMA ASSUMPTIONS

Pursuant to the Arrangement and Agreement, the USA Assets will be transferred from Acana to Acana USA; and immediately after the Arrangement, all the outstanding common shares of Acana USA will be distributed to the shareholders of Acana. The shareholders of Acana, at the time of the completion of the Arrangement, will continue collectively owning the Canadian Assets. As a result, there will be no substantial change in the beneficial ownership of the USA Assets after the completion of the Arrangement. As such the transfer of the USA Assets is recorded at carrying values of these assets in the accounts of Acana and no gain or loss is recognized in the book of Acana

4. PROPERTIES AND PROPERTY FOR SALE

More details of the properties and property for sale transferred to Acana USA are available in the Note 7 to Acana Unaudited 2014 Six Months Financial Statements

5. NON-CONTROLLING INTERESTS

The non-controlling interests represent 50% interest of JDLP, a controlled subsidiary of Acana USA (Note 1), owned by a JDLP's limited partner.

Dividends

USA does not anticipate paying any dividends on its common shares in the short or medium term. Any decision to pay dividends on the USA shares in the future will be made by the board of directors of USA on the basis of the earnings, financial requirements and other conditions existing at such time.

Business of USA

General

USA is not carrying on any business at the present time. On completion of the Arrangement, USA will commence its business as a diversified industry investment and real estate development company. The objectives of USA's management will be to develop any properties that it might deem fit to and to identify and acquire additional real estate properties for investment purposes. The Property is the United States.

Business of USA Following the Arrangement

USA will evaluate, develop and manage the Property and may acquire additional commercial, industrial or residential properties for development or re-sale from time to time as well as invest in other diversified industries.

Liquidity and Capital Resources

Pursuant to the Arrangement, The Company will transfer to USA all of The Company's interest in the Property in exchange for 30,646,672 of USA shares, which shares will be distributed to the Company Shareholders who hold Company Shares on the Share Distribution Record Date.

USA is a start-up investment and investment and real estate development/management company and therefore has no regular source of income. As a result, USA's ability to conduct operations, including the acquisition of any other investments or assets or the evaluation thereof, is based on its current cash and its ability to raise funds, primarily from equity sources, and there can be no assurance that USA will be able to do so.

Available Funds

Pursuant to the Arrangement, The Company will transfer to USA all of the Company's interest in the Asset in exchange for 30,646,672 shares of USA shares.

Principal Purposes for Available Funds

Assuming completion of the Arrangement, USA will use the Available Funds as follows:

Use of Available Funds	Amount Allotted
Operating Capital	6,000
Exchange, listing and regulatory requirement costs	22,000
Professional/administrative	72,000
Total.....	\$ 100,000

USA currently intends to spend the Available Funds as set out above. There may be circumstances, however, where, for sound business reasons, a reallocation of funds may be necessary.

Administration Expenses

The following table discloses the estimated aggregate monthly and yearly general and administrative expenses that will be incurred by USA:

Type of Administrative Expense	Monthly Estimated Expenditure	Twelve Month Estimated Expenditure
Rent and office services.....	\$ 3,500	\$ 42,000
Professional fees ⁽¹⁾	\$ 2,000	\$ 24,000
Regulatory filing fees.....	\$ 500	\$ 6,000
Total anticipated administrative expenses		\$72,000

(1)Legal, audit and accounting, transfer agent.

Share Capital of USA

The following table represents the share capitalization of USA shares as at July 31, 2011, both prior to and assuming completion of the Arrangement.

Share Capital	Authorized	Prior to the Completion of The Arrangement	After Completion of the Arrangement
Common Shares	Unlimited	1 ⁽¹⁾	30,646,672

⁽¹⁾Common shares of the Company were issued on incorporation and will be redeemed and cancelled by the Company concurrent with the completion of the Arrangement.

USA is authorized to issue an unlimited number of common shares without par value and an unlimited number of preferred shares without par value, of which 30,646,672 common shares and no preferred shares will be issued and outstanding following completion of the Arrangement.

Common Shares

Holders of USA shares are entitled to: (a) receive notice of and attend any meetings of shareholders of USA and are entitled to one vote for each USA Share held, except meetings at which only holders of a specified class are entitled to vote; (b) the right to receive, subject to the prior rights and privileges attaching to any other class of shares of USA, including without limitation the rights of the holders of preferred shares, any dividend declared by USA; and (c) the right to receive subject to the prior rights and privileges attaching to any other class of USA shares, including without limitation the holders of preferred shares, the remaining Asset and assets of USA upon dissolution. Subject to the provisions of the Act, USA may by special resolution fix, from time to time before the issue thereof, the designation, rights, privileges, restrictions, and conditions attaching to each series of USA shares including, without limiting the generality of the foregoing, any voting rights, the rate or amount of dividends or the method of calculating dividends, the dates of payment thereof, the terms and conditions of redemption, purchase and conversion if any, and any sinking fund or other provisions. No special right or restriction attached to any issued shares shall be prejudiced or interfered with unless all shareholders holding shares of each class whose special right or restriction is so prejudiced or interfered with consent thereto in writing, or unless a resolution consenting thereto is passed at a separate class meeting of the holders of the shares of each such class by the majority required to pass a special resolution, or such greater majority as may be specified by the special rights attached to the class of shares of the issued shares of such class.

Fully Diluted Share Capital of USA

The *pro-forma* fully diluted share capital of USA, assuming completion of the Arrangement and the exercise of all The Company Share Commitments, is set out below:

Designation of USA shares/Securities	Number of USA Shares	Percentage of Total
Subscriber's share issued on incorporation ⁽¹⁾	1	0.01%
USA shares issued in exchange for Assets, which shares will be distributed to the Company Shareholders	30,646,672	0.99%
Total	30,646,672	100%

NOTES:

The common shares of the Company issued on incorporation and will be redeemed and cancelled by the Company concurrent with the completion of the Arrangement.

Prior Sales of Securities of USA

USA issued commons share to the Company at an aggregate price of \$1.00 on incorporation on August 6, 2012. Those shares will be cancelled upon the Arrangement being completed.

Options and Warrants

Stock Options

The Company Shareholders will be asked at the Meeting to approve the USA Option Plan. As of the Effective Date, assuming approval of the USA Option Plan by the Company Shareholders, there will be 3,064,667 of USA shares available for issuance under the USA Option Plan. As of the date of this Circular, USA has not granted any options under the USA Option Plan.

Principal Shareholders of USA

To the knowledge of the directors and executive officers of the Company, no person or company will hold, directly or indirectly, as of the Effective Date or will have control or direction over, or a combination of direct or indirect beneficial ownership of and control or direction over, voting securities that will constitute more than 10% of the issued USA as of the Effective Date.

Directors and Officers of USA

The following table sets out the names of the current and proposed directors and officers of USA, the municipalities of residence of each, all offices currently held by each of them, their principal occupations within the five preceding years, the period of time for which each has been a director or executive officer of USA, and the number and percentage of USA shares to be beneficially owned by each, directly or indirectly, or over which control or direction will be exercised, upon completion of the Arrangement.

Name, Province and Country of Residence	Principal Occupation or Employment During the Past 5 Years	Current Position	Director/Officer Since	Number of Securities Beneficially Owned or over which Control or Direction is Exercised
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<p>Lucky Janda Vancouver, B.C.</p>	<p>Mr. Janda is an independent businessman with over 25 years of experience in public companies and real estate development. Mr. Janda holds a Bachelor of Economics degree from the University of British Columbia and is a respected member of several community charitable organizations. He has served on multiple boards in the past of both TSX.V and CNSX listed companies. He was President and Chief Executive Officer of Arris Holdings Inc. from October 2009 to February 2012; was President of Quantitative Alpha Trading from January 2009 to November 2010; and President and Chief Executive Officer of Grand Peak Capital Corp. from July 2006 to 2009</p>	<p>President</p>	<p>September 18, 2013</p>	<p>Nil</p>
<p>Rajen Janda Vancouver, B.C.</p>	<p>After studying Economics until 2010 at Simon Fraser University Rajen went on to obtain a degree in Financial Management from British Columbia Institute of Technology.</p> <p>For the past two years, Rajen has been working at Janda Group with his two primary focuses being accounting and agriculture. He has helped prepare and file tax returns for the employees and updated all general ledgers to ensure proficient account management. The agricultural division of Janda Group is however Rajen's main focus. He is responsible for managing 200 acres of farmland in British Columbia and handles the operational side of roughly 1,000 acres of agricultural land in California near the Sacramento area. In the past 4 months, he has been the point man in preparing 70 acres of virgin land and converting it into a vineyard.</p>	<p>Director</p>	<p>August 18, 2014</p>	<p>Nil</p>
<p>Dr. Reid Jilek San Diego, CA</p>	<p>Dr. Jilek is a member of the Advisory Board for the Hemp Industrial Innovation Institute. He has advanced degrees in the medical, life science and engineering disciplines. He was both a Presidential Fellow and a White House Fellow Candidate. He has published over 40 papers in national and international peer-reviewed journals.</p> <p>After completing his National Library of Medicine Post-Doctoral developing computer and mathematical models for Malaria, at the University of Virginia Medical Center, he decided to utilize his medical and scientific background in institute.</p> <p>Dr. Jilek has developed in excess of 8,000 professional contacts worldwide in the healthcare industry and investment world, to include: therapeutics, diagnostics, vaccines, gene therapy, medical devices, preclinical and clinical contract research organizations, nutraceuticals, generics, telemedicine, botanical, and biotech products, as well as the venture capital and investment banking industries. Additionally, Dr. Jilek has developed over 2,000 contacts in virtually every industry, to include, but not limited to: petroleum industry, medical tourism, tobacco industry, personal care products, bio fuels, mining, forestry, recreation.</p> <p>He was a founding member of Frederick Research Center and of Asia Pacific Alliance Company. He has served on the Board of Directors, Scientific or Medical Advisory Boards, or Advisory Boards for more than 40 private and public companies since 1990, in the US, Canada, Mexico, Japan, Taiwan, China, Portugal, Moscow, Israel and Germany and also served as the CEO of four companies</p>	<p>Director</p>	<p>August 18, 2014</p>	<p>Nil</p>

Ardell Harrison	<p>Mr. Harrison is a Real Estate Broker/Owner and Agent Associated with Laguna Home & Ranch Realty, Sacramento, CA, since 1989 to Present .</p> <p>Previous to the foregoing he supervised real estate agents in the sale of commercial and residential properties. Monitored and advised agents in their daily negotiations for all direct marketing and sales to ensure smooth operation of the business. He has also taught Real Estate and Marketing skills to other real estate firms. He organized, directed and hosted a radio talk show covering real estate issues.</p> <p>Mr. Harrison also has accounting experience through Accu-Comp Business Systems, Sacramento, CA where he worked from 1986 to 1989 and through Confidential Bookkeeping Inc., Sacramento, CA, 1981 to 1986, providing tax consulting and bookkeeping services for over 100 companies located in the Sacramento area utilizing his extensive knowledge of tax law for preparing partnership, corporation, and personal tax returns. Solicited accounts and managed all sales using cost and accounting software.</p>	Chief Financial Officer	August 18, 2014	Nil
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The members of USA's Audit Committee will be:

Lucky Janda, Director, CEO
 Reid Jilek, Director
 Rajen Janda, Director

Management of USA

The following is a description of the individuals who will be officers of USA following the completion of the Arrangement:

Ardell Harrison, Chief Financial Officer;
 Lucky Janda, Chief Executive Officer

Corporate Cease Trade Orders or Bankruptcies

No director, officer, promoter or other member of management of USA is, or within the ten years prior to the date of this Circular has been, a director, officer, promoter or other member of management of any other issuer that, while that person was acting in the capacity of a director, officer, promoter or other member of management of that issuer, was the subject of a cease trade order or similar order or an order that denied the issuer access to any statutory exemptions for a period of more than thirty consecutive days, was declared bankrupt or made a voluntary assignment in bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency or has been subject to or appointed to hold the assets of that director, officer or promoter.

Penalties or Sanctions

No director, officer, promoter or other member of management of USA has, during the ten years prior to the date of this Circular, been subject to any penalties or sanctions imposed by a court or securities regulatory authority relating to trading in securities, promotion, formation or management of a publicly traded company, or involving fraud or theft.

Personal Bankruptcies

No director, officer, promoter or other member of management of USA shares has, during the ten years prior to

the date of this Circular, been declared bankrupt or made a voluntary assignment into bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency or has been subject to or instituted any proceedings, arrangement, or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold his or her assets.

Conflicts of Interest

The directors of USA are required by law to act honestly and in good faith with a view to the best interest of USA and to disclose any interests which they may have in any project or opportunity of USA. If a conflict of interest arises at a meeting of the board of directors, any director in a conflict will disclose his interest and abstain from voting on such matter. In determining whether or not USA shares will participate in any project or opportunity, that director will primarily consider the degree of risk to which USA may be exposed and its financial position at that time.

Except as disclosed in this Circular, to the best of the Company's knowledge, there are no known existing or potential conflicts of interest among USA and its promoters, directors, officers or other members of management as a result of their outside business interests except that certain of the directors, officers, promoters and other members of management serve as directors, officers, promoters and members of management of other public companies, and therefore it is possible that a conflict may arise between their duties as a director, officer, promoter or member of management of such other companies.

Approval of the USA Stock Option Plan

In July, 2014, the director of USA established the USA Stock Option Plan as a rolling stock option plan in accordance with the policies of the Exchange. The maximum number of USA shares reserved for issuance under the USA Option Plan is 10% of the issued and outstanding USA shares on a "rolling" basis. It is anticipated that USA will have 30,676,672 issued shares on the Effective Date such that the USA Option Plan will initially have 3,064,667 shares reserved, being 10% of the issued and outstanding shares of USA shares.

Under the USA Option Plan, options may be granted equal in number up to 10% of the issued USA shares at the time of the grant of the stock option. The USA Option Plan will be required to be approved by the Shareholders of USA on a yearly basis at each annual general meeting of Shareholders of USA.

Purpose of the USA Option Plan

The purpose of the USA Option Plan is to provide an incentive to USA's directors, senior officers, employees and consultants to continue their involvement with USA, to increase their efforts on USA's behalf and to attract new qualified employees. The USA Option Plan is also intended to assist in aligning management and employee incentives with the interests of Shareholders.

General Description and Exchange Policies

The USA Option Plan will be administered by the board of directors of USA or by a committee of the USA Board (in this section, the "Committee"). A full copy of the USA Option Plan is available upon request.

The following is a description of the principal terms of the USA Option Plan, which description is qualified in its entirety by the terms of the USA Option Plan.

Terms of the USA Option Plan

The following is a summary of the material terms of the Stock Option Plan:

Number of Shares Reserved. The number of common shares which may be issued pursuant to options granted under the USA Option Plan (including all options granted by USA prior to the adoption of the USA Option Plan) shall equal 10% of the issued and outstanding shares of USA from time to time at the date of grant.

Maximum Term of Options. The term of any options granted under the USA Option Plan is fixed by the USA Board and may not exceed five years from the date of grant. The options are non-assignable and nontransferable.

Exercise Price. The exercise price of options granted under the USA Option Plan is determined by the USA Board, or, if the shares are no longer listed on the Exchange, then such other exchange or quotation system on

which the shares are listed or quoted for trading.

Amendment. The terms of an option may not be amended once issued under Exchange requirements. If an option is cancelled prior to the expiry date, USA shall not grant new options to the same person until 30 days have elapsed from the date of cancellation.

Vesting. Vesting, if any, and other terms and conditions relating to such options shall be determined by the USA Board or senior officer to which such authority is delegated by the USA Board from time to time and in accordance with Exchange requirements.

Termination. Any options granted pursuant to the USA Option Plan will terminate generally within 90 days of the option holder ceasing to act as a director, officer, or employee of USA or any of its affiliates, and within generally 30 days of the option holder ceasing to act as an employee engaged in investor relations activities, unless such cessation is on account of death. If such cessation is on account of death, the options terminate on the first anniversary of such cessation. If such cessation is on account of cause, or terminated by regulatory sanction or by reason of judicial order, the options terminate immediately. Options that have been cancelled or that have expired without having been exercised shall continue to be issuable under the USA Option Plan. The USA Option Plan also provides for adjustments to outstanding options in the event of any consolidation, subdivision, conversion, or exchange of Company's shares.

Administration. The USA Option Plan is administered by the USA Board or senior officer to which such authority is delegated by the Board from time to time.

Board Discretion. The USA Option Plan provides that, generally, the number of shares subject to each option, the exercise price, the expiry time, the extent to which such option is exercisable, including vesting schedules, and other terms and conditions relating to such options shall be determined by the USA Board or senior officer or employee to which such authority is delegated by the Board from time to time and in accordance with Exchange requirements.

The Acana Shareholders will be asked at the Meeting to approve by ordinary resolution the USA Option Plan Resolution, as follows:

BE IT RESOLVED AS AN ORDINARY RESOLUTION THAT:

1. the USA Stock Option Plan adopted by USA be, and the same is, hereby approved, ratified and affirmed;
2. the directors of USA be, and are hereby, authorized to grant stock options pursuant to the terms and conditions of the USA Stock Option Plan entitling the holders to purchase up to a maximum of ten (10%) percent of the issued and outstanding USA shares on a "rolling" basis at the time of each grant of stock options;
3. the granting of stock options to insiders of USA under the USA Stock Option Plan be, and is hereby, approved;
4. any director or officer of USA be and is hereby authorized, for or on behalf of USA, to execute and deliver all documents and instruments and to take such other actions as such director or officer may determine to be necessary or desirable to implement this ordinary resolution and the matters authorized hereby, such determination to be conclusively evidenced by the execution and delivery of any such documents or instruments and the taking of any such actions, and, to the extent that any such documents and instruments were executed and delivered prior to the date hereof, the execution and delivery thereof by any director or officer be, and is hereby, approved, ratified and affirmed.

The Board unanimously recommends that shareholders vote FOR the USA Option Plan Resolution.

Executive Compensation of USA

As of the date of this Circular, USA has one Director and president, namely Lucky Janda and no other executive officers. USA does not have an employment contract with any of its Executive Officers pursuant to which the Executive Officers will be compensated for their services as executive officers of USA.

Indebtedness of Directors and Executive Officers of USA

No individual who is, or at any time from the date of USA incorporation to the date hereof, that is a director or officer of USA, or an affiliated or related company, is or has been indebted to USA.

USA's Auditor

Dale Matheson Carr-Hilton Lebonte, Chartered Accountants, 1500-1140 W. Pender Street, Vancouver, BC V6E 4G1.

USA's Material Contracts

The following are the contracts which are material to USA:

- the Arrangement Agreement;
- the USA Option Plan;

The material contracts described above may be inspected at the registered office of USA at 8338-120th Street, Surrey, Street, British Columbia, during normal business hours prior to the Meeting and for a period of thirty days thereafter.

Promoters

USA is its own promoter.

Transfer Agent and Registrar

Prior to the Effective Date USA intends to appoint Valiant Trust, 600-750 Cambie Street, Vancouver, British Columbia V6B 0A2, as its registrar and transfer agent.

Legal Proceedings

There are no pending legal proceedings to which the Company or USA is or is likely to be a party or of which any of its properties are, or to the best of knowledge of management of the Company or USA, are likely to be subject.

Additional Information

Additional Information relating to the Company is available on SEDAR at www.sedar.com and www.thecse.com. Shareholders of the Company may contact the Company to request copies of the Company's financial statements and management's discussion and analysis by sending a written request to 8338-120th Street, Surrey, British Columbia, V3W 3N4. Financial information is provided in the Company's comparative financial statements and management discussion and analysis for its most recently completed financial year.

DIRECTORS' APPROVAL

The Board of Directors of Acana Capital Corp. has approved the contents of this Information Circular and its distribution to shareholders entitled to receive notice of the Meeting.

Dated at Surrey, British Columbia, this 13th day of August, 2014.

ACANA CAPITAL CORP.

By: "Lucky Janda"
CEO & President

SCHEDULE "A"

ARRANGEMENT AGREEMENT

THIS ARRANGEMENT AGREEMENT is made as of and with effect from the 15 day of July, 2014.

BETWEEN:

ACANA CAPITAL CORP., a corporation existing under the laws of British Columbia, with a head office at 8338-120th Street, Surrey, BC V3W 3N4

(Acana")

AND:

JG WEALTH MANAGEMENT CORPORATION, a corporation existing under the laws of British Columbia, with a head office at 8338-120th Street, Surrey, BC V3W 3N4

("JG Wealth")

ACANA CAPITAL USA, INC. a corporation existing under the laws of Nevada, USA, with a head office at 8338-120th Street, Surrey, BC V3W 3N4

("USA")

WHEREAS:

Acana, JG Wealth and USA have agreed to proceed with a corporate restructuring by way of a statutory plan of arrangement under which:

the Assets will be transferred to JG Wealth and USA in exchange for 30,646,672 common shares of each of JG Wealth and USA;

Acana will reorganize its capital; and

Acana will distribute the common shares of JG Wealth and USA which it receives in exchange for the Assets to the Acana Shareholders;

Acana proposes to hold a special meeting of the Shareholders to consider the Arrangement under the Arrangement Provisions of the BCBCA, on the terms and conditions set out in the Plan of Arrangement attached as Schedule "C" to this Agreement and obtain a signed approval from the Shareholders via Special Resolution;

C. The definitions contained in this Agreement are the same as those definitions set out in Schedule "A" attached hereto; and

D. Each of the parties to this Agreement has agreed to participate in and to support the Arrangement.

TERMS OF AGREEMENT

In consideration of the premises and the covenants, agreements, representations, warranties, and payments contained in this Agreement, the parties agree with each other as follows:

INTERPRETATION

Definitions: This Agreement, including the background recitals and attached schedules, unless there is something in the subject matter or context which requires otherwise or unless otherwise specifically provided, each of the words

and phrases described in Schedule “A” will have the meanings given to them in Schedule “A” and this Agreement will be interpreted in accordance with the interpretation principles set out in Schedule “A”.

Schedules: Attached to and forming a part of this Agreement are the following Schedules:

Schedule “A” — Definitions and Interpretation

Schedule “B” — Acana Assets to be Transferred to JG Wealth and USA

Schedule “C” — the Plan of Arrangement

ARRANGEMENT

Arrangement: The parties agree to effect the Arrangement under the Arrangement Provisions on the terms and subject to the conditions contained in this Agreement and the Plan of Arrangement.

Effective Date of Arrangement: The Arrangement will become effective on the Effective Date as set out in the Plan of Arrangement.

Filing of Final Material with the Registrar: Subject to the rights of termination contained in Article 7 below, upon the Acana Shareholders approving the Arrangement by special resolution according to the provisions of the Interim Order and the BCBCA, Acana obtaining the Final Order and the other conditions contained in Article 6 hereof being complied with or waived, Acana on its behalf and on behalf of JG Wealth and USA will file the records and information required by the Registrar under the Arrangement Provisions in order to effect the Arrangement.

REPRESENTATIONS AND WARRANTIES

Representations and Warranties: Each of the parties hereby represents and warrants to the other that:

it is a corporation duly incorporated and validly subsisting under the laws of British Columbia;

it has full capacity and authority to enter into this Agreement and to perform its covenants and obligations under this Agreement;

it has taken all corporate actions necessary to authorize the execution and delivery of this Agreement and this Agreement has been duly executed and delivered by it;

neither the execution and delivery of this Agreement nor the performance of any of its covenants and obligations hereunder will constitute a material default under, or be in any material contravention or breach of: (i) any provision of its constituting or governing corporate documents, (ii) any judgment, decree, order, law, statute, rule or regulation applicable to it or (iii) any agreement or instrument to which it is a party or by which it is bound; and

no dissolution, winding up, bankruptcy, liquidation, or similar proceedings have been commenced or are pending or proposed in respect of it.

COVENANTS

Commitment to Effect: Subject to termination of this Agreement under Article 7, the parties will each use all reasonable efforts and do all things reasonably required to cause the Plan of Arrangement to become effective as soon as possible after approval of the Arrangement by the Acana Shareholders, or by such other date as Acana and JG Wealth and USA may determine, and in conjunction therewith to cause the conditions described in §6.1 to be complied with or waived, as the case may be, prior to the Effective Date.

Obligation to Execute Documents: Each of the parties covenants with the other that it will do and perform all such acts and things, and execute and deliver all such agreements, assurances, notices and other documents and instruments, as may reasonably be required to facilitate the carrying out of the intent and purpose of this Agreement.

Giving Effect to the Arrangement: The Arrangement will be effected as follows:

the parties will proceed forthwith to apply for the Interim Order providing for, among other things, the obtaining of the signed, consent special resolution, approving, and adopting the Arrangement;

the JG Wealth Shareholder(s) and USA Shareholder(s) will approve the Arrangement by a consent resolutions;

upon obtaining the Interim Order, Acana will call the Acana Meeting and mail the Information Circular and related notice of meeting and form of proxy to the Acana Shareholders;

if the Acana Shareholders approve the Arrangement as set out in §5.1(b), Acana will take the necessary actions to submit the Arrangement to the Court for approval and grant of the Final Order (subject to the exercise of any discretionary authority granted to Acana' directors by the Acana Shareholders); and

upon receipt of the Final Order, Acana will, subject to compliance with any of the other conditions provided for in Article 6 and to the rights of termination contained in Article 6, file the material described in §4.3 with the Registrar in accordance with the terms of the Plan of Arrangement.

Acana Stock Options and Warrants: JG Wealth and USA covenants and agrees, upon the exercise after the Effective Date of any Acana Share Commitments, to issue to the holder of the Acana Share Commitments that number of JG Wealth and USA Shares that is equal to the number of New Shares acquired upon the exercise of the Acana Share Commitments multiplied by the Exchange Factor, and Acana covenants and agrees to act as agent for JG Wealth and USA to collect and pay to JG Wealth and USA a portion of the proceeds received for each Acana Share Commitment so exercised, with the balance of the exercise price to be retained by Acana determined in accordance with the following formula:

$$A = B \times C/D$$

Where:

A is the portion of the proceeds to be received by JG Wealth and USA for each Acana Share Commitment exercised after the Effective Date;

B is the exercise price of the Acana Share Commitment;

C is the fair market value of the Assets to be transferred to JG Wealth and USA under the Arrangement, fair market value to be determined as at the Effective Date by resolution of the board of directors of Acana; and

D is the total fair market value of all of the assets of Acana immediately prior to completion of the Arrangement on the Effective Date, which total fair market value will include, for greater certainty, the Assets.

Fractions of JG Wealth and USA Shares resulting from such calculation will be cancelled as provided for in the Plan of Arrangement.

CONDITIONS

Conditions Precedent: The respective obligations of the parties to complete the transactions contemplated by this Agreement will be subject to the satisfaction of the following conditions:

the Interim Order will have been granted in form and substance satisfactory to Acana, JG Wealth and USA;

the Arrangement and this Agreement, with or without amendment, will have been approved at the Acana Meeting by the Acana Shareholders in accordance with the Arrangement Provisions, the constating documents of Acana, the Interim Order and the requirements of any applicable regulatory authorities;

the Arrangement and this Agreement, with or without amendment, will have been approved by the JG Wealth and USA Shareholders to the extent required by, and in accordance with, the Arrangement Provisions and the constating documents of JG Wealth and USA;

the Final Order will have been obtained in form and substance satisfactory to Acana and JG Wealth and USA;

the Canadian National Stock Exchange will have conditionally approved the Arrangement, including the listing of the Acana Class A Shares in substitution for the Acana Shares, the delisting of the Acana Class A Shares, the listing of the New Shares and the Acana Class A Preferred Shares, the delisting of the Acana Class A Preferred Shares upon their redemption and the listing of the JG Wealth and USA Shares, as of the Effective Date, subject to compliance with the requirements of the Exchange;

all other consents, orders, regulations and approvals, including regulatory and judicial approvals and orders required or necessary or desirable for the completion of the transactions provided for in this Agreement and the Plan of Arrangement will have been obtained or received from the Persons, authorities or bodies having jurisdiction in the circumstances, each in form acceptable to Acana and JG Wealth and USA.

there will not be in force any order or decree restraining or enjoining the consummation of the transactions contemplated by this Agreement and the Arrangement; and

this Agreement will not have been terminated under Article 7.

Except for the conditions set forth in this §5.1 which, by their nature, may not be waived, any of the other conditions in this §5.1 may be waived, either in whole or in part, by either Acana or JG Wealth and USA, as the case may be, at its discretion.

Closing: Unless this Agreement is terminated earlier under the provisions hereof, the parties will meet at the offices of Acana, 8338-120th Street, Surrey, BC V3W 3N4, at 10:00 a.m. (Vancouver time) on the Closing Date, or at such other time or on such other date as they may mutually agree, and each of them will deliver to the other of them:

the documents required to be delivered by it hereunder to complete the transactions contemplated hereby, provided that each such document required to be dated the Effective Date will be dated as of, or become effective on, the Effective Date and will be held in escrow to be released upon the occurrence of the Effective Date; and

written confirmation as to the satisfaction or waiver by it of the conditions in its favour contained in this Agreement.

Merger of Conditions: The conditions set out in §5.1 hereof will be conclusively deemed to have been satisfied, waived, or released upon the occurrence of the Effective Date.

Merger of Representations and Warranties: The representations and warranties in §3.1 will be conclusively deemed to be correct as of the Effective Date and each will accordingly merge in and not survive the effectiveness of the Arrangement.

AMENDMENT AND TERMINATION

Amendment: Subject to any restrictions under the Arrangement Provisions or the Final Order, this Agreement, including the Plan of Arrangement, may at any time and from time to time before or after the holding of the Acana Meeting, but prior to the Effective Date, be amended by agreement of the parties without, subject to applicable law, further notice to or authorization on the part of the Acana Shareholders.

Termination: Subject to §6.3, this Agreement may at any time before or after the holding of the Acana Meeting, and before or after the granting of the Final Order, but in each case prior to the Effective Date, be terminated by direction of the board of directors of Acana without further action on the part of the Acana Shareholders, or by the board of directors of JG Wealth and USA without further action on the part of the JG Wealth and USA Shareholder(s), and nothing expressed or implied in this Agreement or in the Plan of Arrangement will be construed as fettering the absolute discretion by the board of directors of Acana or JG Wealth and USA, respectively, to elect to terminate this Agreement and discontinue efforts to effect the Arrangement for whatever reasons it may consider appropriate.

Cessation of Right: The right of Acana or JG Wealth or USA or any other party to amend or terminate the Plan of Arrangement under §6.1 and §6.2 will be extinguished upon the occurrence of the Effective Date.

GENERAL

Currency: All amounts of money which are referred to in this Agreement are expressed in lawful money of Canada unless otherwise specified.

Notices: All notices which may or are required to be given under any provision of this Agreement will be given or made in writing and will be delivered or telecopied, addressed as follows:

in the case of Acana:

8338-120th Street
Surrey, BC V3W 3N4

Attention: President
Facsimile: (604) 5982 - 6881

in the case of JG Wealth and/or USA

8338-120th Street
Surrey, BC V3W 3N4

Attention: President
Facsimile: (604) 592 - 6881

Assignment: None of the parties may assign its rights or obligations under this Agreement or the Arrangement without the prior consent of the other party.

Binding Effect: This Agreement and the Arrangement will be binding upon and will ensure to the benefit of the parties and their respective successors and permitted assigns.

Waiver: Any waiver or release of the provisions of this Agreement, to be effective, must be in writing and executed by the party granting such waiver or release.

Expenses: All expenses incurred by a party in connection with this Agreement, the Arrangement and the transactions contemplated hereby and thereby will be borne by the party that incurred the expense.

Entire Agreement: This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties.

Time of Essence: Time is of the essence of this Agreement.

SCHEDULE "A"

DEFINITIONS & INTERPRETATION

Definitions

1.1 The following words have the following definitions:

"Agreement" means this agreement including the exhibits attached hereto as same may be amended or restated from time to time;

"Arrangement" means the arrangement under the Arrangement Provisions of the BCBCA as contemplated by the provisions of this Agreement and the Plan of Arrangement;

"Arrangement Provisions" means Division 5 – "Arrangements" of Part 9 – "Company Alterations" of the BCBCA;

"Acana Class A Shares" means the renamed and redesignated Acana Shares as described in §3.1(b)(i) of the Plan of Arrangement;

"Acana Class A Preferred Shares" means the Class "A" preferred shares without par value which Acana will create and issue under §3.1(b)(iii) of the Plan of Arrangement;

"Acana Meeting" means the annual general and special meeting of the Acana Shareholders to be held on April 28, 2011, and any adjournment(s) or postponement(s) thereof, to consider, among other things, and if deemed advisable approve, the Arrangement;

"Acana Options" means share purchase options issued under the Acana Stock Option Plan which are outstanding on the Effective Date;

"Acana Share Commitments" means an obligation of Acana to issue New Shares and to deliver JG Wealth and USA Shares to the holders of Acana Options and Acana Warrants which are outstanding on the Effective Date, upon the exercise of such stock options and warrants;

"Acana Shareholder" has the meaning ascribed to such term in §3.3 of the Plan of Arrangement;

"Acana Shares" means the common shares without par value in the authorized share structure of Acana, as constituted on the date of this Agreement;

"Acana Stock Option Plan" means the Stock Option Plan of ACANA CAPITAL CORP.;

"Acana Warrants" means share purchase warrants of Acana which are outstanding on the Effective Date;

"Assets" means the assets of Acana to be transferred to JG Wealth and USA under the Arrangement as described in further detail in Exhibit I hereto;

"BCBCA" means the *Business Corporations Act* (British Columbia), S.B.C. 2002, c.57, as may be amended or replaced from time to time.

"Business Day" means a day which is not a Saturday, Sunday or statutory holiday in Vancouver, British Columbia;

"Closing Date" means the date on which the JG Wealth and USA Shares are listed on the Canadian National Stock Exchange ("CNSX");

"Court" means the Supreme Court of British Columbia;

"Effective Date" will be the Closing Date;

"Exchange Factor" means the number arrived at by dividing 30,646,672 by the number of issued Acana Shares as of the Share Distribution Record Date;

"Final Order" means the final order of the Court approving the Arrangement;

"Information Circular" means the management information circular of Acana to be sent to the Acana Shareholders in connection with the Acana Meeting;

"Interim Order" means the interim order of the Court providing advice and directions in connection with the Acana Meeting and the Arrangement;

"JG Wealth and USA Share Commitment(s)" means the covenant of JG Wealth and USA described in §4.4 whereby JG Wealth and USA are obligated to issue JG Wealth and USA Shares to the holders of Acana Share Commitments who exercise their rights thereunder after the Effective Date, and who are entitled under the corporate reorganization terms thereof to receive New Shares and JG Wealth and USA Shares upon such exercise;

"JG Wealth and USA Shareholders" means the shareholders of the JG Wealth and USA Shares;

"JG Wealth and USA Shares" means the common shares without par value in the authorized share structure of JG Wealth and USA as constituted on the date hereof;

"Listing Date" means the date the JG Wealth and USA Shares are listed on the CSE;

"New Shares" means the new class of common shares without par value which Acana will create under §3.1(b)(ii) of the Plan of Arrangement and which, immediately after the Effective Date, will be identical in every relevant respect to the Acana Shares;

"Person" means and includes an individual, sole proprietorship, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate, a trustee, executor, administrator or other legal representative and the Crown or any agency or instrumentality thereof;

"Plan of Arrangement" means the plan of arrangement attached to this Agreement as Schedule C, as amended or restated from time to time;

"Registrar" means the Registrar of Companies under the BCBCA; and

"Share Distribution Record Date" means the close of business on the day which is four Business Days after the date of the Acana Meeting or such other date as approved by Acana and JG Wealth and USA, which date establishes the Acana Shareholders who will be entitled to receive JG Wealth and USA Shares under the Plan of Arrangement.

"USA" means Acana Capital USA, Inc., a corporation incorporated pursuant to the laws of the State of Nevada, USA and a wholly-owned subsidiary of Acana.

Interpretations

Party's Designate. Every reference to a party in this Agreement will include any person designated to act for or on its behalf with respect to any provision of this Agreement.

Approvals. A reference to "approval", "authorization", or "consent" means written approval, authorization, or consent.

Jurisdiction. This Agreement will be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the Province of British Columbia including all limitation periods but excluding all conflicts of law rules that would apply the laws of another jurisdiction.

Severability. Each of the provisions contained in this Agreement are distinct and severable and a determination of illegality, invalidity or unenforceability of any such provision or part of this Agreement by a court of competent

jurisdiction will not affect the validity or enforceability of any other provision of this Agreement, unless as a result of such determination this Agreement would fail in its essential purposes.

Gender, Plural, Etc. Unless the context or the parties require otherwise, in this Agreement wherever the singular or masculine is used it will be construed as if the plural or feminine or neuter, as the case may be, had been used and vice versa. Any reference to a corporate entity includes and is also referenced to any corporate entity that is a successor to such entity.

Meaning: Words and phrases used herein (and not otherwise defined) and defined in the BCBCA will have the same meaning herein as in the BCBCA unless the context otherwise requires.

Inclusive Terms. The word “or” is not exclusive and “including”, when following any general statement, is not limiting and will be construed to refer to all other things that reasonably could fall within the scope of such general statement, whether or not non-limiting language (such as “without limitation”) is used with reference thereto. The words “herein”, “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular paragraph, article, section, sub-section or other sub-division.

Headings. The headings appearing in this Agreement have been inserted for reference and as a matter of convenience and in no way define, limit, or enlarge the scope of any provision of this Agreement.

Paragraph Numbers Etc. Any reference in this Agreement to a numbered section or a subsection or a lettered Schedule refers to the section or subsection in this Agreement that bears that number or the Schedule to this Agreement that bears that letter, unless specifically stated otherwise and a reference to a series of numbers or letters by the first and last numbers or letters of the series includes the number or letter first and last mentioned.

Legislation. A reference to a statute includes every amendment to it, every regulation made under it, and any law enacted in substitution for, or in replacement of, it.

Counterparts: This Agreement may be executed in one or more counterparts and by facsimile or email transmission, each of which will be deemed to be an original and all of which together will constitute one and the same agreement.

In Writing. The words “written” or “in writing” include printing, typewriting or any electronic means of communication capable of being visibly reproduced at the point of reception including telex, telegraph, telecopy, facsimile or electronic mail.

Time. Where the time for doing any act falls or expires on a day which is not a Business Day (or at a specified time on a day which is not a Business Day), the time for doing such act will be extended to the next Business Day (or such specified time on the next Business Day).

SCHEDULE "B"

ACANA ASSETS TO BE TRANSFERRED
TO JG WEALTH

Equity Stock Portfolio

All Real Estate Property - Canada

ACANA ASSETS TO BE TRANSFERRED
TO USA

All Real Estate Property - USA

SCHEDULE "C"

TO THE ARRANGEMENT AGREEMENT BETWEEN

ACANA CAPITAL CORP.
AND
JG WEALTH MANAGEMENT CORPORATION AND
ACANA CAPITAL USA, INC.

PLAN OF ARRANGEMENT

UNDER DIVISION 5 OF PART 9 OF
THE *BUSINESS CORPORATIONS ACT* (BRITISH COLUMBIA)
S.B.C. 2002, c.57

DEFINITIONS AND INTERPRETATION

Definitions: In this plan of arrangement, unless there is something in the subject matter or context inconsistent therewith, the following capitalized words and terms shall have the following meanings:

"Arrangement" means the arrangement pursuant to the Arrangement Provisions on the terms and conditions set out herein;

"Arrangement Agreement" means the arrangement agreement dated effective July 15, 2014, between ACANA CAPITAL CORP. and JG WEALTH and USA to which this Exhibit is attached, as may be supplemented or amended from time to time;

"Arrangement Provisions" means Division 5 of Part 9 of the BCBCA;

"Acana" means ACANA CAPITAL CORP., a company existing under the BCBCA;

"Acana Class A Shares" means the renamed and redesignated Acana Shares as described in §3.1(b)(i) of this Plan of Arrangement;

"Acana Class A Preferred Shares" means the Class A preferred shares without par value which Acana will create and issue pursuant to §3.1(b)(iii) of this Plan of Arrangement;

"Acana Capital USA, Inc." means ACANA CAPITAL USA, INC. a Nevada USA corporation and wholly owned subsidiary of Acana;

"Acana Meeting" means the annual general and special meeting of the Acana Shareholders and any adjournment(s) or postponement(s) thereof to be held to consider, among other things, and if deemed advisable approve, the Arrangement;

"Acana Share Commitments" means an obligation of Acana to issue New Shares and to deliver JG Wealth and USA Shares to the holders of Acana Stock Options and Acana Warrants which are outstanding on the Effective Date, upon the exercise of such stock options and warrants;

"Acana Shareholder" has the meaning ascribed to such term in §3.3;

"Acana Shares" means the common shares without par value in the authorized share structure of Acana as constituted on the date hereof;

"Acana Stock Option Plan" means the stock option plan of Acana;

"Acana Stock Options" means share purchase options issued pursuant to the Acana Stock Option Plan which are outstanding on the Effective Date;

"Acana Warrants" means share purchase warrants of Acana that are outstanding on the Effective Date;

"Assets" means the assets of Acana described in Exhibit I to the Arrangement Agreement;

"BCBCA" means the *Business Corporations Act* (British Columbia), S.B.C 2002, c.57, as may be amended or replaced from time to time.

"Business Day" means a day which is not a Saturday, Sunday or statutory holiday in Vancouver, British Columbia;

"Company" means ACANA CAPITAL CORP., a company existing under the BCBCA;

"Court" means the Supreme Court of British Columbia;

"Depository" means Acana;

"Distributed JG Wealth and USA Shares" means the JG Wealth and USA Shares that are to be distributed to the Acana Shareholders pursuant to §3.1(a);

"Effective Date" means the date on which the JG Wealth and USA Shares are listed on the Canadian National Stock Exchange ("CNSX").

"Exchange Factor" means the number arrived at by dividing 30,646,672 by the number of issued Acana Shares as of the Share Distribution Record Date;

"Final Order" means the final order of the Court approving the Arrangement;

"Interim Order" means the interim order of the Court providing advice and directions in connection with the Acana Meeting and the Arrangement;

"JG Wealth" means JG WEALTH MANAGEMENT CORPORATION, a company incorporated under the BCBCA and a wholly owned subsidiary of Acana;

"JG Wealth and USA Share Commitment(s)" means the obligation of JG Wealth and USA described in §4.4 of the Arrangement Agreement, whereby JG Wealth and USA is obligated to issue JG Wealth and USA Shares to the holders of Acana Share Commitments who exercise their rights thereunder after the Effective Date, and who are entitled pursuant to the corporate reorganization terms thereof to receive New Shares and JG Wealth and USA Shares upon such exercise;

"JG Wealth and USA Shareholders" means the holders of JG Wealth and USA Shares;

"JG Wealth and USA Shares" means the common shares without par value in the authorized share structure of JG Wealth and USA as constituted on the date hereof;

"New Shares" means the new class of common shares without par value which Acana will create pursuant to §3.1(b)(ii) of this Plan of Arrangement and which, immediately after the Effective Date will be identical in every relevant respect to the Acana Shares;

"Plan of Arrangement" means this Plan of Arrangement, as may be amended or restated from time to time;

"Registrar" means the Registrar of Companies under the BCBCA;

"Share Distribution Record Date" means the close of business on the day which is four Business Days after the date of the Acana Meeting or such other date as agreed to by Acana and JG Wealth and USA, which date establishes the Acana Shareholders who will be entitled to receive JG Wealth and USA Shares pursuant to this Plan of Arrangement;

“USA” means Acana Capital USA, Inc. a corporation incorporated under the laws of the State of Nevada, USA and a wholly-owned subsidiary of Acana;

"Tax Act" means the *Income Tax Act* (Canada), as amended; and

"Transfer Agent" means Computershare Trust Company of Canada at its principal office in Vancouver, British Columbia.

Interpretation Not Affected by Headings: The division of this Plan of Arrangement into articles, sections, subsections, paragraphs and subparagraphs and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Plan of Arrangement. Unless otherwise specifically indicated, the terms "this Plan of Arrangement", "hereof", "hereunder" and similar expressions refer to this Plan of Arrangement as a whole and not to any particular article, section, subsection, paragraph or subparagraph and include any agreement or instrument supplementary or ancillary hereto.

Number and Gender: Unless the context otherwise requires, words importing the singular shall include the plural and vice versa, words importing the use of either gender shall include both genders and neuter, and words importing a person shall include a partnership or corporation.

Meaning: Undefined words and phrases used herein that are defined in the BCBCA shall have the same meaning herein as in the BCBCA unless the context otherwise requires.

ARRANGEMENT AGREEMENT

Arrangement Agreement: This Plan of Arrangement is made pursuant and subject to the Arrangement Agreement.

THE ARRANGEMENT

The Arrangement: On the Effective Date, the following shall occur and be deemed to occur in the following chronological order without further act or formality, notwithstanding anything contained in the provisions attaching to any of the securities of Acana or JG Wealth or USA, but subject to the provisions of Article 5:

the Company will transfer the Asset to JG Wealth and USA in consideration for 30,646,672 of each of JG Wealth and USA Shares (the "Distributed JG Wealth" and "USA Shares" respectively) and the Company will be added to the central securities register of JG Wealth and USA in respect of such JG Wealth and USA Shares;

the authorized share capital of the Company will be changed by:

altering the identifying name of the Acana Shares to class A common shares without par value, being the Acana Class A Shares,

creating a class consisting of an unlimited number of common shares without par value (the "New Shares"), and

creating a class consisting of an unlimited number of class A preferred shares without par value, having the rights and restrictions described in Exhibit I to the Plan of Arrangement, being the Acana Class A Preferred Shares;

each issued Acana Class A Share will be exchanged for one New Share and one Acana Class A Preferred Share and, subject to the exercise of a right of dissent, the holders of the Acana Class A Shares will be removed from the central securities register of the Company and will be added to that central securities register as the holders of the number of New Shares and Acana Class A Preferred Shares that they have received on the exchange;

all of the issued Acana Class A Shares will be cancelled with the appropriate entries being made in the central securities register of the Company, and the aggregate paid-up capital (as that term is used for purposes of the Tax Act) of the Acana Class A Shares immediately prior to the Effective Date will be allocated between the New Shares and the Acana Class A Preferred Shares so that the aggregate paid-up capital of the Acana Class A Preferred Shares

is equal to the aggregate fair market value of the Distributed JG Wealth and USA Shares as of the Effective Date, and each Acana Class A Preferred Share so issued will be issued by the Company at an issue price equal to such aggregate fair market value divided by the number of issued Acana Class A Preferred Shares, such aggregate fair market value of the Distributed JG Wealth and USA Shares to be determined as at the Effective Date by resolution of the board of directors of the Company;

the Company will redeem the issued Acana Class A Preferred Shares for consideration consisting solely of the Distributed JG Wealth and USA Shares such that each holder of Acana Class A Preferred Shares will, subject to the rounding of fractions and the exercise of rights of dissent, receive that number of each of JG Wealth and USA Shares that is equal to the number of Acana Class A Preferred Shares held by such holder multiplied by the Exchange Factor;

the name of each holder of Acana Class A Preferred Shares will be removed as such from the central securities register of the Company, and all of the issued Acana Class A Preferred Shares will be cancelled with the appropriate entries being made in the central securities register of the Company;

the Distributed JG Wealth and USA Shares transferred to the holders of the Acana Class A Preferred Shares pursuant to step §(e) above will be registered in the names of the former holders of Acana Class A Preferred Shares and appropriate entries will be made in the central securities register of JG Wealth and USA;

the Acana Class A Shares and the Acana Class A Preferred Shares, none of which will be allotted or issued once the steps referred to in steps §(c) and §(e) above are completed, will be cancelled and the authorized share structure of the Company will be changed by eliminating the Acana Class A Shares and the Acana Class A Preferred Shares therefrom;

the Notice of Articles and Articles of the Company will be amended to reflect the changes to its authorized share structure made pursuant to this Plan of Arrangement; and

after the Effective Date:

all Acana Share Commitments will be exercisable for New Shares and JG Wealth and USA Shares in accordance with the corporate reorganization terms of such commitments, whereby the acquisition of one Acana Share under an Acana Share Commitment will result in the holder of the Acana Share Commitment receiving one New Share and such number of JG Wealth and USA Shares equal to the number of New Shares so received multiplied by the Exchange Factor,

pursuant to the JG Wealth and USA Commitment, JG Wealth and USA will issue the required number of JG Wealth and USA Shares upon the exercise of Acana Share Commitments as is directed by the Company, and

the Company will, as agent for JG Wealth and USA, collect and pay to JG Wealth and USA a portion of the proceeds received for each Acana Share Commitment so exercised, with the balance of the exercise price to be retained by Acana, as determined in accordance with §4.4 of the Arrangement Agreement.

No Fractional shares: Notwithstanding §3.1(e) and §3.1(j), no fractional JG Wealth and USA Shares shall be distributed to the Acana Shareholders or the holders of Acana Share Commitments and as a result all fractional share amounts arising under such sections shall be rounded down to the next whole number. Any Distributed JG Wealth and USA Shares not distributed as a result of this rounding down shall be dealt with as determined by the board of directors of Acana in its absolute discretion.

Acana Shareholder: The holders of the Acana Class A Shares and the holders of New Shares and Acana Class A Preferred Shares referred to in §3.1(c), and the holders of the Acana Class A Preferred Shares referred to in §3.1(e), §3.1(f) and §3.1(g), shall mean in all cases those persons who are Acana Shareholders at the close of business on the Share Distribution Record Date, subject to Article 5.

Deemed Time for Redemption: In addition to the chronological order in which the transactions and events set out in §3.1 shall occur and shall be deemed to occur, the time on the Effective Date for the redemption of the Acana Class A Preferred Shares set out in §3.1(e) shall occur and shall be deemed to occur immediately after the time of listing of the Acana Class A Preferred Shares on the Exchange on the Effective Date.

Deemed Fully Paid and Non-Assessable Shares: All New Shares, Acana Class A Preferred Shares and JG Wealth and USA Shares issued pursuant to this Plan of Arrangement shall be deemed to be validly issued and outstanding as fully paid and non-assessable shares for all purposes of the BCBCA.

Arrangement Effectiveness: The Arrangement shall become final and conclusively binding on the Acana Shareholders, the JG Wealth and USA Shareholders, Acana and JG Wealth and USA on the Effective Date.

Supplementary Actions: Notwithstanding that the transactions and events set out in §3.1 shall occur and shall be deemed to occur in the chronological order therein set out without any act or formality, each of Acana and JG Wealth and USA shall be required to make, do and execute or cause and procure to be made, done and executed all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may be required to give effect to, or further document or evidence, any of the transactions or events set out in §3.1, including, without limitation, any resolutions of directors authorizing the issue, transfer or redemption of shares, any share transfer powers evidencing the transfer of shares and any receipt therefore, and any necessary additions to or deletions from share registers.

CERTIFICATES

Acana Class A Shares: Recognizing that the Acana Shares shall be renamed and re-designated as Acana Class A Shares pursuant to §3.1(b)(i) and that the Acana Class A Shares shall be exchanged partially for New Shares pursuant to §3.1(c), Acana shall not issue replacement share certificates representing the Acana Class A Shares.

JG Wealth and USA Shares: Recognizing that the Distributed JG Wealth and USA Shares shall be transferred to the Acana Shareholders as consideration for the redemption of the Acana Class A Preferred Shares pursuant to §3.1(e), JG Wealth and USA shall each issue one share certificate representing all of the Distributed JG Wealth and USA Shares registered in the name of Acana, which share certificate shall be held by the Depository until the Distributed JG Wealth and USA Shares are transferred to the Acana Shareholders and such certificate shall then be cancelled by the Depository. To facilitate the transfer of the Distributed JG Wealth and USA Shares to the Acana Shareholders as of the Share Distribution Record Date, Acana shall execute and deliver to the Depository and the Transfer Agent an irrevocable power of attorney authorizing them to distribute and transfer the Distributed JG Wealth and USA Shares to such Acana Shareholders in accordance with the terms of this Plan of Arrangement and JG Wealth and USA shall deliver a treasury order or such other direction to effect such issuance to the Transfer Agent as requested by it.

Acana Class A Preferred Shares: Recognizing that all of the Acana Class A Preferred Shares issued to the Acana Shareholders pursuant to §3.1(c) will be redeemed by Acana as consideration for the distribution and transfer of the Distributed JG Wealth and USA Shares under §3.1(e), Acana shall issue one share certificate representing all of the Acana Class A Preferred Shares issued pursuant to §3.1(e) in the name of the Depository, to be held by the Depository for the benefit of the Acana Shareholders until such Acana Class A Preferred Shares are redeemed, and such certificate shall then be cancelled.

Delivery of JG Wealth and USA Share Certificates: As soon as practicable after the Effective Date, JG Wealth and USA shall cause to be issued to the registered holders of Acana Shares as of the Share Distribution Record Date, share certificates representing the JG Wealth and USA Shares to which they are entitled pursuant to this Plan of Arrangement and shall cause such share certificates to be mailed to such registered holders.

New Share Certificates: From and after the Effective Date, share certificates representing Acana Shares immediately before the Effective Date, except for those deemed to have been cancelled pursuant to Article 5, shall for all purposes be deemed to be share certificates representing New Shares, and no new share certificates shall be issued with respect to the New Shares issued in connection with the Arrangement.

Interim Period: Acana Shares traded after the Share Distribution Record Date and prior to the Effective Date shall represent New Shares, and shall not carry any right to receive a portion of the Distributed JG Wealth and USA Shares.

RIGHTS OF DISSENT

Dissent Right: Notwithstanding §3.1 hereof, holders of Acana Shares may exercise rights of dissent (the "Dissent Right") in connection with the Arrangement pursuant to the Interim Order and in the manner set forth in sections 237 - 247 of the BCBCA (collectively the "Dissent Procedures").

Dealing with Dissenting Shares: Acana Shareholders who duly exercise Dissent Rights with respect to their Acana Shares ("Dissenting Shares") and who:

are ultimately entitled to be paid fair value for their Dissenting Shares, shall be deemed to have transferred their Dissenting Shares to Acana for cancellation immediately before the Effective Date; or

for any reason are ultimately not entitled to be paid fair value for their Dissenting Shares, shall be deemed to have participated in the Arrangement on the same basis as a non-dissenting Acana Shareholder and shall receive New Shares and JG Wealth and USA Shares on the same basis as every other non-dissenting Acana Shareholder, and in no case shall Acana be required to recognize such persons as holding Acana Shares on or after the Effective Date.

Reservation of JG Wealth and USA Shares: If an Acana Shareholder exercises the Dissent Right, Acana shall on the Effective Date set aside and not distribute that portion of the Distributed JG Wealth and USA Shares that is attributable to the Acana Shares for which the Dissent Right has been exercised. If the dissenting Acana Shareholder is ultimately not entitled to be paid for their Dissenting Shares, Acana shall distribute to such Acana Shareholder his *pro-rata* portion of the Distributed JG Wealth and USA Shares. If an Acana Shareholder duly complies with the Dissent Procedures and is ultimately entitled to be paid for their Dissenting Shares, then Acana shall retain the portion of the Distributed JG Wealth and USA Shares attributable to such Acana Shareholder (the "Non-Distributed JG Wealth and USA Shares"), and the Non-Distributed JG Wealth and USA Shares shall be dealt with as determined by the board of directors of Acana in its absolute discretion.

REFERENCE DATE

Reference Date: This plan of arrangement is dated for reference the 15th day of July, 2014.

EXHIBIT I

SPECIAL RIGHTS AND RESTRICTIONS FOR ACANA CLASS A PREFERRED SHARES

The class A preferred shares as a class shall have attached to them the following special rights and restrictions:

Definitions

In these Special Rights and Restrictions,

"Arrangement" means the arrangement pursuant to Division 5 of Part 9 of the *Business Corporations Act* (British Columbia) S.B.C 2002, c.57 as contemplated by the Arrangement Agreement,

"Arrangement Agreement" means the Arrangement Agreement dated as of the 1st day of March, 2011 , between ACANA CAPITAL CORP. (the "Company") and JG Wealth and USA,

"Old Common Shares" means the common shares in the authorized share structure of the Company that have been re-designated as class A common shares without par value pursuant to the Plan of Arrangement,

"Effective Date" means the date upon which the Arrangement becomes effective,

"New Shares" means the common shares without par value created in the authorized share structure of the Company pursuant to the Plan of Arrangement, and

"Plan of Arrangement" means the Plan of Arrangement attached as Exhibit II to the Arrangement Agreement.

The holders of the class A preferred shares are not as such entitled to receive notice of, nor to attend or vote at, any general meeting of the shareholders of the Company.

Class A preferred shares shall only be issued on the exchange of Old Common Shares for New Shares and class A preferred shares pursuant to and in accordance with the Plan of Arrangement.

The capital to be allocated to the class A preferred shares shall be the amount determined in accordance with §3.1(d) of the Plan of Arrangement.

The class A preferred shares shall be redeemable by the Company pursuant to and in accordance with the Plan of Arrangement.

Any class A preferred share that is or is deemed to be redeemed pursuant to and in accordance with the Plan of Arrangement shall be cancelled and may not be reissued.

SCHEDULE "B"

No. S-146013
Vancouver Registry

In the Supreme Court of British Columbia

Between

ACANA CAPITAL CORP.
Petitioner

IN THE MATTER OF AN ARRANGEMENT AMONG
ACANA CAPITAL CORP. JG WEALTH MANAGEMENT CORPORATION, ACANA
CAPITAL USA, INC. AND THE SHAREHOLDERS
OF ACANA CAPITAL CORP.,

Respondents

ORDER MADE AFTER APPLICATION

JUSTICE
BEFORE MASTER)
BUTLER) August 15, 2014
)

THE APPLICATION of the Petitioner for an interim order for directions of the Court in connection with a proposed arrangement pursuant to Sections 288 and 291 of the *Business Corporations Act* (British Columbia), S.B.C. 2002 c. 57 as amended, coming on for hearing before me, at 800 Smith Street, Vancouver, British Columbia on the 15th day of August, 2014 **AND UPON READING** the Petition herein dated August, 1, 2014 and Affidavit #1 of Lucky Janda sworn on the 1st day of August, 2014 ("**Affidavit**") and filed herein

THIS COURT ORDERS that:

THE MEETING

A. Acana Capital Corp. ("**ACANA** ") is authorized and directed to call, hold and conduct a special meeting (the "**Meeting**") of the common shareholders

of ACANA (the "**ACANA Shareholders**") to be held at 10:00 a.m. on September 22nd, 2014, at 8338-120th Street, Surrey, B.C. or at such other location to be determined by ACANA.

- B. At the Meeting, ACANA Shareholders will, *inter alia*, consider, and if deemed advisable, approve, with or without variation, a special resolution (the "**Arrangement Resolution**") adopting, with or without amendment, the arrangement (the "**Arrangement**") involving ACANA, Acana Shareholders, JG Wealth Management Corporation ("JG Wealth") and Acana Capital USA, Inc. ("USA") as set forth more particularly in the plan of arrangement (the "**Plan of Arrangement**") attached as Exhibit "A" to the Affidavit.
- C. The Meeting will be called, held and conducted in accordance with the Notice of Special Meeting to be delivered to the ACANA Shareholders in substantially the form attached to and forming part of the Management Information Circular attached as Exhibit "B" to the Affidavit (the "**Circular**"), and in accordance with applicable provisions of the *Business Corporations Act* (British Columbia) (the "**Corporations Act**") the Articles of ACANA, the *Securities Act* (British Columbia) (the "**Securities Act**"), and related rules and policies, the terms of this Order (the "**Interim Order**") and any further Order of this Court, the rulings and directions of the Chairman of the Meeting, and, to the extent of any inconsistency or discrepancy between the Interim Order and the terms of any of the foregoing, the Interim Order will govern.

RECORD DATE FOR NOTICE

- D. The record date for determination of the ACANA Shareholders entitled to receive the notice of Meeting, the Circular and a form of proxy (the "**Meeting Materials**") will be the close of business (Pacific DST) on August 13th, 2014 (the "**Record Date**") or such other date as the directors of ACANA may determine in accordance with the Articles of ACANA, the Corporations Act and the Securities Act, and disclosed in the Meeting Materials.

NOTICE OF MEETING

- E. The Meeting Materials, with such amendments or additional documents ACANA may advise are necessary or desirable, and that are not inconsistent with the terms of this Interim Order, and a copy of this Interim Order, will be sent at least twenty-one (21) days prior to the date of the Meeting, to:

- a) ACANA will provide to Shareholders who are registered shareholders and non-objecting beneficial holders on the Record Date and to brokerage intermediaries on behalf of objecting beneficial ACANA Shareholders where applicable, by prepaid ordinary mail addressed to each registered ACANA Shareholder at his, her or its address as maintained by the registrar and transfer agent of ACANA or delivery of same by courier service or by facsimile transmission or e-mail transmission to any such ACANA Shareholder who identifies himself, herself or itself to the satisfaction of ACANA and who requests such courier, facsimile or e-mail transmission; and
 - b) the directors and auditors of ACANA by prepaid ordinary mail, facsimile or e-mail transmission.
- F. The accidental failure or omission by ACANA to give notice of the Meeting or the Petition to any person in accordance with this Interim Order, as a result of mistake or of events beyond the reasonable control of ACANA (including, without limitation, any inability to utilize postal services due to a postal strike or otherwise) shall not constitute a breach of this Interim Order or a defect in the calling of the Meeting and shall not invalidate any resolution passed or proceedings taken at the Meeting, but if any such accidental failure or omission is brought to the attention of ACANA, then it shall use reasonable best efforts to rectify it by the method and in the time most reasonably practicable in the circumstances. Such rectified notice shall be deemed to be good and sufficient notice of the Meeting and/or this Petition, as the case may be.
- G. The distribution of the Meeting Materials pursuant to paragraph E of this Interim Order shall constitute good and sufficient notice of the Meeting to registered and non-registered Shareholders, to the directors of ACANA and to the auditors of ACANA.
- H. ACANA is hereby authorized to make such amendments, revisions or supplements to the Meeting Materials ("**Additional Information**") in accordance with the terms of the Arrangement as ACANA may determine to be necessary or desirable and notice of such Additional Information may be communicated to ACANA Shareholders by news release, newspaper advertisement or one of the methods by which the Meeting Materials will be distributed.

DEEMED RECEIPT OF MEETING MATERIALS

- i. The Meeting Materials will be deemed, for the purposes of this Interim Order, to have been received by the ACANA Shareholders:
 - a) In the case of mailing to registered and non-objecting beneficial holders and intermediaries for the objecting beneficial

ACANA Shareholders or, in the case of delivery by courier of materials to brokerage intermediaries, five days after delivery thereof to the post office or acceptance by the courier service, respectively; and

- b) In the case of delivery by courier, facsimile transmission or e-mail transmission directly to a registered ACANA Shareholder, the business day after such delivery or transmission of same.
- J. Subject to other provisions of this Interim Order, no other form of service or delivery of the Meeting Materials or any portion thereof need be made, or notice given, or other material served in respect of the Meeting to any persons described in paragraph E of this Interim Order or to any other persons.

PERMITTED ATTENDEES

- K. The persons entitled to attend the Meeting will be ACANA Shareholders of record as of the close of business on the Record Date, their respective proxies, the officers, directors and advisors of ACANA and such other persons who receive the consent of the Chairman of the Meeting to attend.

VOTING AT THE MEETING

- L. The only persons permitted to vote at the Meeting will be the registered ACANA Shareholders as of the close of business on the Record Date or their valid proxy holders as described in the Circular and as determined by the Chairman of the Meeting upon consultation with the Scrutineer (as hereinafter defined).
- M. The requisite approval of the Arrangement Resolution will be 66 2/3% of the votes cast on the resolution by the ACANA Shareholders present in person or by proxy at the Meeting. Each common share of ACANA voted will carry one vote.
- N. A quorum for the Meeting will be the quorum required by the Articles of ACANA.
- O. In all other respects, the terms, restrictions and conditions of the constituting documents of ACANA will apply in respect of the Meeting.
- P. For the purposes of the Meeting, any spoiled votes, illegible votes, defective votes and abstentions shall be deemed to be votes not cast. Proxies that are properly signed and dated but which do not contain voting instructions shall be voted in favour of the Arrangement Resolution.

ADJOURNMENT OF MEETING

- Q. Notwithstanding any provision of the Corporations Act or the Articles of ACANA, the board of directors of ACANA shall be entitled if it deems advisable, to adjourn or postpone the Meeting on one or more occasions without the necessity of first convening the Meeting or first obtaining any vote of the ACANA Shareholders respecting the adjournment or postponement and without the need for approval of the Court.
- R. The Record Date for ACANA Shareholders entitled to notice of and to vote at the Meeting will not change in respect of adjournments or postponements of the Meeting.

AMENDMENTS

- S. ACANA is authorized to make such amendments, revisions or supplements to the Plan of Arrangement as it may determine, provided it has obtained any required consents, and the Plan of Arrangement as so amended, revised or supplemented will be the Plan of Arrangement which is submitted to the Meeting and which will thereby become the subject of the Arrangement Resolution.

SCRUTINEER

- T. A representative of ACANA's registrar and transfer agent (or any agent thereof) (the "**Scrutineer**"), will be authorized to act as scrutineer for the Meeting.

PROXY SOLICITATION

- U. ACANA is authorized to permit the ACANA Shareholders to vote by proxy using the form of proxy, in substantially the same form as attached as Exhibit to "B" of the Affidavit. ACANA is authorized, at its expense, to solicit proxies, directly and through its officers, directors and employees, and through such agents or representatives as it may retain for the purpose, and by mail or such other forms of personal or electronic communications as it may determine.
- V. ACANA may in its discretion waive the time limits for deposit of proxies by ACANA Shareholders if ACANA deems it reasonable to do so.

DISSENT RIGHTS

- W. The ACANA Shareholders will, as set out in the Plan of Arrangement, be permitted to dissent from the Arrangement Resolution in accordance with the dissent procedures set forth in Division 2 of Part 8 of the Business Corporations Act, strictly applied and as may be modified by the Plan of

Arrangement.

SERVICE OF COURT MATERIALS

- X. ACANA will include in the Meeting Materials a copy of this Interim Order and the Notice of Hearing of Petition and will make available to any ACANA Shareholder requesting same, a copy of each of the Petition herein and the accompanying Affidavit (collectively, the "**Court Materials**"). The service of the Petition and Affidavit in support of the within proceedings to any ACANA Shareholder requesting same is hereby dispensed with.
- Y. Delivery of the Court Materials given in accordance with this Interim Order will constitute good, sufficient and timely service of such Court Materials upon all persons who are entitled to receive the Court Materials pursuant to this Interim Order and no other form of service need be made and no other material need to be served on such persons in respect of these proceedings.

FINAL APPROVAL HEARING

- Z. Upon the approval by the ACANA Shareholders of the Plan of Arrangement in the manner set forth in this Interim Order, ACANA may apply for an order of this Honourable Court approving the Plan of Arrangement (the "**Final Order**") and that the Petition be set down for hearing before the presiding Judge in Chambers at the Courthouse at 800 Smithe Street, Vancouver, British Columbia at 9:45 a.m. on October 10, 2014, or such later date as directed by this Honourable Court.

The Court shall consider at the hearing for the Final Order, the fairness of the terms and conditions of the Arrangement, as provided for in the Arrangement, and the rights and interest of every person affected thereby.

- AA. Any ACANA Shareholder has the right to appear (either in person or by counsel) and make submissions at the hearing of the application for the Final Order provided that such ACANA Shareholder shall file an Appearance, in the form prescribed by the Civil Rules of Court of the Supreme Court of British Columbia, with this Court and deliver a copy of the filed Appearance together with a copy of all materials on which such ACANA Shareholder intends to rely at the application for the Final Order, including an outline of such ACANA Shareholder's proposed submissions to the Petitioner at 8338-120th Street, Surrey, British Columbia, V3W 3N4 Attention: Lucky Janda at or before 10:00 a.m. on October 7, 2014, subject to the direction of this Honourable Court.
- BB. If the application for the Final Order is adjourned, only those persons who have filed and delivered an Appearance, in accordance with the preceding paragraph of this Interim Order, need to be served with notice of the adjourned

date.

CC. The Petitioner shall not be required to comply with Rules 8-1, 8-2 and 16-1 of the Civil Rules of Court in relation to the hearing of the Final Order approving the Plan of Arrangement and such rules will not apply to any application to vary this Interim Order.

VARIANCE

DD. ACANA is at liberty to apply to this Honourable Court to vary this Interim Order or for advice and direction with respect to the Plan of Arrangement or any of the matters related to this Interim Order and such further and other relief as this Honourable Court may consider just.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT.

Signature of Petitioner


Thomas Kennedy, lawyer for Petitioner

Date: August 15, 2014


By the Court

Registrar

SCHEDULE "C"

PART 2 OF DIVISION 8 OF THE BUSINESS CORPORATIONS ACT (BRITISH COLUMBIA)

Definitions and application

237 (1) In this Division:

"**dissenter**" means a shareholder who, being entitled to do so, sends written notice of dissent when and as required by section 242;

"**notice shares**" means, in relation to a notice of dissent, the shares in respect of which dissent is being exercised under the notice of dissent;

"**payout value**" means,

(a) in the case of a dissent in respect of a resolution, the fair value that the notice shares had immediately before the passing of the resolution,

(b) in the case of a dissent in respect of an arrangement approved by a court order made under section 291(2) (c) that permits dissent, the fair value that the notice shares had immediately before the passing of the resolution adopting the arrangement, or

(c) in the case of a dissent in respect of a matter approved or authorized by any other court order that permits dissent, the fair value that the notice shares had at the time specified by the court order, excluding any appreciation or depreciation in anticipation of the corporate action approved or authorized by the resolution or court order unless exclusion would be inequitable.

(2) This Division applies to any right of dissent exercisable by a shareholder except to the extent that

(a) the court orders otherwise, or

(b) in the case of a right of dissent authorized by a resolution referred to in section 238 (1) (g), the court orders otherwise or the resolution provides otherwise.

Right to dissent

238 (1) A shareholder of a company, whether or not the shareholder's shares carry the right to vote, is entitled to dissent as follows:

(a) under section 260, in respect of a resolution to alter the articles to alter restrictions on the powers of the company or on the business it is permitted to carry on;

(b) under section 272, in respect of a resolution to adopt an amalgamation agreement;

(c) under section 287, in respect of a resolution to approve an amalgamation under Division 4 of Part 9; (d) in respect of a resolution to approve an arrangement, the terms of which arrangement permit dissent;

(e) under section 301 (5), in respect of a resolution to authorize or ratify the sale, lease or other disposition of all or substantially all of the company's undertaking;

(f) under section 309, in respect of a resolution to authorize the continuation of the company into a jurisdiction other than British Columbia;

(g) in respect of any other resolution, if dissent is authorized by the resolution; (h) in respect of any court order that permits dissent.

(2) A shareholder wishing to dissent must

(a) prepare a separate notice of dissent under section 242 for

(i) the shareholder, if the shareholder is dissenting on the shareholder's own behalf, and

(ii) each other person who beneficially owns shares registered in the shareholder's name and on whose behalf the shareholder is dissenting,

(b) identify in each notice of dissent, in accordance with section 242 (4), the person on whose behalf dissent is being exercised in that notice of dissent, and

(c) dissent with respect to all of the shares, registered in the shareholder's name, of which the person identified under paragraph (b) of this subsection is the beneficial owner.

(3) Without limiting subsection (2), a person who wishes to have dissent exercised with respect to shares of which the person is the beneficial owner must

(a) dissent with respect to all of the shares, if any, of which the person is both the registered owner and the beneficial owner, and (b) cause each shareholder who is a registered owner of any other shares of which the person is the beneficial owner to dissent with respect to all of those shares.

Waiver of right to dissent

239 (1) A shareholder may not waive generally a right to dissent but may, in writing, waive the right to dissent with respect to a particular corporate action.

(2) A shareholder wishing to waive a right of dissent with respect to a particular corporate action must

(a) provide to the company a separate waiver for

(i) the shareholder, if the shareholder is providing a waiver on the shareholder's own behalf, and

(ii) each other person who beneficially owns shares registered in the shareholder's name and on whose behalf the shareholder is providing a waiver, and

(b) identify in each waiver the person on whose behalf the waiver is made.

(3) If a shareholder waives a right of dissent with respect to a particular corporate action and indicates in the waiver that the right to dissent is being waived on the shareholder's own behalf, D-3 the shareholder's right to dissent with respect to the particular corporate action terminates in respect of the shares of which the shareholder is both the registered owner and the beneficial owner, and this Division ceases to apply to

(a) the shareholder in respect of the shares of which the shareholder is both the registered owner and the beneficial owner, and

(b) any other shareholders, who are registered owners of shares beneficially owned by the first mentioned shareholder, in respect of the shares that are beneficially owned by the first mentioned shareholder.

(4) If a shareholder waives a right of dissent with respect to a particular corporate action and indicates in the waiver that the right to dissent is being waived on behalf of a specified person who beneficially owns shares registered in the name of the shareholder, the right of shareholders who are registered owners of shares beneficially owned by that specified person to dissent on behalf of that specified person with respect to the particular corporate action terminates and this Division ceases to apply to those shareholders in respect of the shares that are beneficially owned by that specified person.

Notice of resolution

240 (1) If a resolution in respect of which a shareholder is entitled to dissent is to be considered at a meeting of shareholders, the company must, at least the prescribed number of days before the date of the proposed meeting, send to each of its shareholders, whether or not their shares carry the right to vote,

(a) a copy of the proposed resolution, and

(b) a notice of the meeting that specifies the date of the meeting, and contains a statement advising of the right to send a notice of dissent.

(2) If a resolution in respect of which a shareholder is entitled to dissent is to be passed as a consent resolution of shareholders or as a resolution of directors and the earliest date on which that resolution can be passed is specified in the resolution or in the statement referred to in paragraph (b), the company may, at least 21 days before that specified date, send to each of its shareholders, whether or not their shares carry the right to vote,

(a) a copy of the proposed resolution, and

(b) a statement advising of the right to send a notice of dissent.

(3) If a resolution in respect of which a shareholder is entitled to dissent was or is to be passed as a resolution of shareholders without the company complying with subsection (1) or (2), or was or is to be passed as a directors' resolution without the company complying with subsection (2), the company must, before or within 14 days after the passing of the resolution, send to each of its shareholders

who has not, on behalf of every person who beneficially owns shares registered in the name of the shareholder, consented to the resolution or voted in favour of the resolution, whether or not their shares carry the right to vote,

- (a) a copy of the resolution,
- (b) a statement advising of the right to send a notice of dissent, and
- (c) if the resolution has passed, notification of that fact and the date on which it was passed.

(4) Nothing in subsection (1), (2) or (3) gives a shareholder a right to vote in a meeting at which, or on a resolution on which, the shareholder would not otherwise be entitled to vote. D-4

Notice of court orders

241 If a court order provides for a right of dissent, the company must, not later than 14 days after the date on which the company receives a copy of the entered order, send to each shareholder who is entitled to exercise that right of dissent

- (a) a copy of the entered order, and
- (b) a statement advising of the right to send a notice of dissent.

Notice of dissent

242 (1) A shareholder intending to dissent in respect of a resolution referred to in section 238 (1) (a), (b), (c), (d), (e) or (f) must, (a) if the company has complied with section 240 (1) or (2), send written notice of dissent to the company at least 2 days before the date on which the resolution is to be passed or can be passed, as the case may be,

- (b) if the company has complied with section 240 (3), send written notice of dissent to the company not more than 14 days after receiving the records referred to in that section, or
- (c) if the company has not complied with section 240 (1), (2) or (3), send written notice of dissent to the company not more than 14 days after the later of
 - (i) the date on which the shareholder learns that the resolution was passed, and
 - (ii) the date on which the shareholder learns that the shareholder is entitled to dissent.

(2) A shareholder intending to dissent in respect of a resolution referred to in section 238 (1) (g) must send written notice of dissent to the company

- (a) on or before the date specified by the resolution or in the statement referred to in section 240 (2) (b) or (3) (b) as the last date by which notice of dissent must be sent, or
- (b) if the resolution or statement does not specify a date, in accordance with subsection (1) of this section.

(3) A shareholder intending to dissent under section 238 (1) (h) in respect of a court order that permits dissent must send written notice of dissent to the company

- (a) within the number of days, specified by the court order, after the shareholder receives the records referred to in section 241, or (b) if the court order does not specify the number of days referred to in paragraph (a) of this subsection, within 14 days after the shareholder receives the records referred to in section 241

(4) A notice of dissent sent under this section must set out the number, and the class and series, if applicable, of the notice shares, and must set out whichever of the following is applicable:

- (a) if the notice shares constitute all of the shares of which the shareholder is both the registered owner and beneficial owner and the shareholder owns no other shares of the company as beneficial owner, a statement to that effect;
- (b) if the notice shares constitute all of the shares of which the shareholder is both the registered owner and beneficial owner but the shareholder owns other shares of the company as beneficial owner, a statement to that effect and
 - (i) the names of the registered owners of those other shares,
 - (ii) the number, and the class and series, if applicable, of those other shares that are held by each of those registered owners, and
 - (iii) a statement that notices of dissent are being, or have been, sent in respect of all of those other shares;
- (c) if dissent is being exercised by the shareholder on behalf of a beneficial owner who is not the dissenting shareholder, a statement to that effect and
 - (i) the name and address of the beneficial owner, and
 - (ii) a statement that the shareholder is dissenting in relation to all of the shares beneficially owned by the beneficial owner that are registered in the shareholder's name.

(5) The right of a shareholder to dissent on behalf of a beneficial owner of shares, including the shareholder, terminates and this Division ceases to apply to the shareholder in respect of that beneficial owner if subsections (1) to (4) of this section, as those subsections pertain to that beneficial owner, are not complied with.

Notice of intention to proceed

243 (1) A company that receives a notice of dissent under section 242 from a dissenter must,

(a) if the company intends to act on the authority of the resolution or court order in respect of which the notice of dissent was sent, send a notice to the dissenter promptly after the later of

- (i) the date on which the company forms the intention to proceed, and
- (ii) the date on which the notice of dissent was received, or

(b) if the company has acted on the authority of that resolution or court order, promptly send a notice to the dissenter.

(2) A notice sent under subsection (1) (a) or (b) of this section must

- (a) be dated not earlier than the date on which the notice is sent,
- (b) state that the company intends to act, or has acted, as the case may be, on the authority of the resolution or court order, and
- (c) advise the dissenter of the manner in which dissent is to be completed under section 244. D-6

Completion of dissent

244 (1) A dissenter who receives a notice under section 243 must, if the dissenter wishes to proceed with the dissent, send to the company or its transfer agent for the notice shares, within one month after the date of the notice,

- (a) a written statement that the dissenter requires the company to purchase all of the notice shares, (b) the certificates, if any, representing the notice shares, and
- (c) if section 242 (4) (c) applies, a written statement that complies with subsection (2) of this section.

(2) The written statement referred to in subsection (1) (c) must

- (a) be signed by the beneficial owner on whose behalf dissent is being exercised, and
- (b) set out whether or not the beneficial owner is the beneficial owner of other shares of the company and, if so, set out
 - (i) the names of the registered owners of those other shares,
 - (ii) the number, and the class and series, if applicable, of those other shares that are held by each of those registered owners, and
 - (iii) that dissent is being exercised in respect of all of those other shares.

(3) After the dissenter has complied with subsection (1),

- (a) the dissenter is deemed to have sold to the company the notice shares, and
- (b) the company is deemed to have purchased those shares, and must comply with section 245, whether or not it is authorized to do so by, and despite any restriction in, its memorandum or articles.

(4) Unless the court orders otherwise, if the dissenter fails to comply with subsection (1) of this section in relation to notice shares, the right of the dissenter to dissent with respect to those notice shares terminates and this Division, other than section 247, ceases to apply to the dissenter with respect to those notice shares.

(5) Unless the court orders otherwise, if a person on whose behalf dissent is being exercised in relation to a particular corporate action fails to ensure that every shareholder who is a registered owner of any of the shares beneficially owned by that person complies with subsection (1) of this section, the right of shareholders who are registered owners of shares beneficially owned by that person to dissent on behalf of that person with respect to that corporate action terminates and this Division, other than section 247, ceases to apply to those shareholders in respect of the shares that are beneficially owned by that person.

(6) A dissenter who has complied with subsection (1) of this section may not vote, or exercise or assert any rights of a shareholder, in respect of the notice shares, other than under this Division.

Payment for notice shares

245 (1) A company and a dissenter who has complied with section 244 (1) may agree on the amount of the payout value of the notice shares and, in that event, the company must D-7

- (a) promptly pay that amount to the dissenter, or
- (b) if subsection (5) of this section applies, promptly send a notice to the dissenter that the company is unable lawfully to pay dissenters for their shares.

- (2) A dissenter who has not entered into an agreement with the company under subsection (1) or the company may apply to the court and the court may
- (a) determine the payout value of the notice shares of those dissenters who have not entered into an agreement with the company under subsection (1), or order that the payout value of those notice shares be established by arbitration or by reference to the registrar, or a referee, of the court,
 - (b) join in the application each dissenter, other than a dissenter who has entered into an agreement with the company under subsection (1), who has complied with section 244 (1), and
 - (c) make consequential orders and give directions it considers appropriate.
- (3) Promptly after a determination of the payout value for notice shares has been made under subsection (2) (a) of this section, the company must
- (a) pay to each dissenter who has complied with section 244 (1) in relation to those notice shares, other than a dissenter who has entered into an agreement with the company under subsection (1) of this section, the payout value applicable to that dissenter's notice shares, or
 - (b) if subsection (5) applies, promptly send a notice to the dissenter that the company is unable lawfully to pay dissenters for their shares.
- (4) If a dissenter receives a notice under subsection (1) (b) or (3) (b),
- (a) the dissenter may, within 30 days after receipt, withdraw the dissenter's notice of dissent, in which case the company is deemed to consent to the withdrawal and this Division, other than section 247, ceases to apply to the dissenter with respect to the notice shares, or
 - (b) if the dissenter does not withdraw the notice of dissent in accordance with paragraph (a) of this subsection, the dissenter retains a status as a claimant against the company, to be paid as soon as the company is lawfully able to do so or, in a liquidation, to be ranked subordinate to the rights of creditors of the company but in priority to its shareholders.
- (5) A company must not make a payment to a dissenter under this section if there are reasonable grounds for believing that
- (a) the company is insolvent, or
 - (b) the payment would render the company insolvent.

Loss of right to dissent

- 246** The right of a dissenter to dissent with respect to notice shares terminates and this Division, other than section 247, ceases to apply to the dissenter with respect to those notice shares, if, before payment is made to the dissenter of the full amount of money to which the dissenter is entitled under section 245 in relation to those notice shares, any of the following events occur: D-8
- (a) the corporate action approved or authorized, or to be approved or authorized, by the resolution or court order in respect of which the notice of dissent was sent is abandoned;
 - (b) the resolution in respect of which the notice of dissent was sent does not pass;
 - (c) the resolution in respect of which the notice of dissent was sent is revoked before the corporate action approved or authorized by that resolution is taken;
 - (d) the notice of dissent was sent in respect of a resolution adopting an amalgamation agreement and the amalgamation is abandoned or, by the terms of the agreement, will not proceed;
 - (e) the arrangement in respect of which the notice of dissent was sent is abandoned or by its terms will not proceed;
 - (f) a court permanently enjoins or sets aside the corporate action approved or authorized by the resolution or court order in respect of which the notice of dissent was sent;
 - (g) with respect to the notice shares, the dissenter consents to, or votes in favour of, the resolution in respect of which the notice of dissent was sent;
 - (h) the notice of dissent is withdrawn with the written consent of the company;
 - (i) the court determines that the dissenter is not entitled to dissent under this Division or that the dissenter is not entitled to dissent with respect to the notice shares under this Division.

Shareholders entitled to return of shares and rights

- 247** If, under section 244 (4) or (5), 245 (4) (a) or 246, this Division, other than this section, ceases to apply to a dissenter with respect to notice shares,
- (a) the company must return to the dissenter each of the applicable share certificates, if any, sent under section 244 (1) (b) or, if those share certificates are unavailable, replacements for those share certificates,
 - (b) the dissenter regains any ability lost under section 244 (6) to vote, or exercise or assert any rights of a shareholder, in respect of the notice shares, and

(c) the dissenter must return any money that the company paid to the dissenter in respect of the notice shares under, or in purported compliance with, this Division.

SCHEDULE "D"
ACANA CAPITAL CORP.
Consolidated Financial Statements
For the Years Ended
September 30, 2012 and 2013
Stated in CDN\$

INDEPENDENT AUDITOR'S REPORT

To the Shareholders of Acana Capital Corp.

We have audited the accompanying consolidated financial statements of Acana Capital Corp., which comprise the consolidated statements of financial position as at September 30, 2013 and September 30, 2012 and the consolidated statements of comprehensive loss, cash flows and changes in equity for the years then ended, and a summary of significant accounting policies and other explanatory information.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with International Financial Reporting Standards, and for such internal control as management determines is necessary to enable the preparation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence that we have obtained in our audits is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of Acana Capital Corp. as at September 30, 2013 and September 30, 2012 and its financial performance and its cash flows for the years then ended in accordance with International Financial Reporting Standards.

Emphasis of Matter

Without modifying our opinion, we draw attention to Note 1 to the consolidated financial statements which describes matters and conditions that indicate the existence of a material uncertainty that may cast significant doubt about Acana Capital Corp.'s ability to continue as a going concern.

DMCL

DALE MATHESON CARR-HILTON LABONTE LLP
CHARTERED ACCOUNTANTS

January 28, 2014

Acana Capital Corp.
Consolidated statements of financial position
(Expressed in Canadian Dollars)

		September 30, 2013	September 30, Note 2012
		\$	\$
Assets			
Current assets			
Cash		1,363,153	154,012
Marketable securities	6	698,539	812,943
Other receivables	9	548,790	71,479
Prepaid		1,250	5,066
		2,611,732	1,043,500
Non-current			
Property held for sale	7	2,127,556	-
Properties	8	8,707,832	1,328,624
Total assets		13,447,120	2,372,124
Liabilities and shareholders' equity			
Current liabilities			
Accounts payable and accrued liabilities	12	467,358	14,589
Due to related parties	13	20,984	-
		488,342	14,589
Non-current liabilities			
Retractable preferred shares	4,13	8,500,000	-
Note payable	10	169,950	-
Total liabilities		9,158,292	14,589
Shareholders' equity			
Share capital	5	2,808,250	1,653,250
Reserves		3,763,990	918,000
Deficit		(3,979,521)	(213,715)
Equity attributed to shareholders		2,592,719	2,357,535
Non-controlling interests	3	1,696,109	-
Total Equity		4,288,828	2,357,535
Total liabilities and shareholders' equity		13,447,120	2,372,124

Nature of operations and going concern (Note 1)

Subsequent events (Note 18)

See accompanying notes to the consolidated financial statements

Approved and authorized for issuance by the Board of Directors on January 28, 2014

"Eugene Beukman"
Director

"Lucky Janda"
Director

Acana Capital Corp.
Consolidated statements of comprehensive loss
(Expressed in Canadian Dollars)

Year ended September 30, Note	2013	2012
\$	\$ Rental income	
	8,13	70,051
Rental expenses	18,541	–
Net Rental income	51,510	–
Expenses		
Advertisement and promotion	1,210	25,500
Consulting	13	26,481
Office and administration	13	100,411
Professional fees	23,548	19,971
Trust and filing fees	16,011	31,325
Total operating expenses	167,661	106,784
Loss before other items	(116,151)	(106,784)
Other items		
Accretion	11	(2,664,963)
Dividends on retractable preferred shares	4	(132,192)
Loss on marketable securities	6	(814,918)
Foreign exchange gain (loss) and finance charges	7	396,023
Insurance income	7	(428,310)
Impairment loss	7	–
Net loss	(3,766,165)	(213,715)
Other comprehensive loss:		
Translation gain	205,373	–
Comprehensive loss	(3,560,792)	(213,715)
Net loss attributable to:		
Equity holders of the Company	(3,765,806)	(213,715)
Non-controlling interests	(359)	–
	(3,766,165)	(213,715)
Other comprehensive income attributed to:		
Equity holders of the Company	181,027	(213,715)
Non-controlling interests	24,346	–
	205,373	(213,715)
Comprehensive loss attributed to:		
Equity holders of the Company	(3,584,779)	(213,715)
Non-controlling interests	23,987	–
	(3,560,792)	(213,715)
Loss per share attributable to the equity holders of the Company	Weighted average	
Loss per share, basic and diluted	number of outstanding	
	shares, basic and diluted	

23,643,108 5,542,012

(0.16) (0.04)

See accompanying notes to the consolidated financial statements

Acana
Consolidated statements of changes in equity
(Expressed in Canadian Dollars)

Capital Corp.

Note	Common shares		Preferred Shares		Reserves to the equity			Equity attributed			
	Number	Amount	Number	Amount	Warrants	Loan	Translation gain	Deficit	holders of the Company	Non-controlling interests	Total equity
\$				\$	\$		\$	\$	\$	\$	\$
Balance, September 30, 2011	-	-	-	-	-	-	-	-	-	-	-
Corporate restructuring	1	2,446,670	276,250	-	-	-	-	-	276,250	-	276,250
Private placement	5	5,100,000	1,377,000	-	918,000	-	-	-	2,295,000	-	2,295,000
Net loss	-	-	-	-	-	-	-	(213,715)	(213,715)	-	(213,715)
Balance, September 30, 2012	7,546,670	1,653,250	-	-	918,000	-	-	(213,715)	2,357,535	-	2,357,535
Private placements	5	15,000,000	750,000	-	-	-	-	-	750,000	-	750,000
Issuance of Class B preferred shares	4,11	-	-	8,000,000	-	-	-	-	-	-	-
Issuance of Class B Series A preferred shares	4	-	-	2,250,000	-	-	-	-	-	-	-
Warrants exercised	5	7,500,000	375,000	-	-	-	-	-	375,000	-	375,000
Acquisition of property	5,8	600,000	30,000	-	-	-	-	-	30,000	-	30,000
Discount on convertible debentures	11	-	-	-	-	2,664,963	-	-	2,664,963	-	2,664,963
Translation gain	-	-	-	-	-	-	181,027	-	181,027	24,346	205,373
Contribution from minority interests	-	-	-	-	-	-	-	-	-	1,672,122	1,672,122
Net loss	-	-	-	-	-	-	-	(3,765,806)	(3,765,806)	(359)	(3,766,165)
Balance, September 30, 2013	30,646,670	2,808,250	10,250,000	-	918,000	2,664,963	181,027	(3,979,521)	2,592,719	1,696,109	4,288,828

See accompanying notes to the consolidated financial statements

Acana Capital Corp.
Consolidated statements of cash flows
(Expressed in Canadian Dollars)

	Year ended September 30,	
	2013	2012
Cash (used in) provided by:	\$	\$
Operating activities		
Net loss	(3,766,165)	(213,715)
Items not involving cash		
Accretion	2,664,963	-
Loss on marketable securities	814,918	118,082
Share of loss of non-controlling shareholders	359	-
Insurance income	(396,023)	-
Impairment loss	428,310	-
Changes in non-cash operating working capital		
Other receivables and prepaid	(1,350)	(76,545)
Accounts payable and accrued liabilities	452,769	14,589
Due to related party	20,984	- Cash
provided by (used in) operating activities	218,765	(157,589)
Financing activities		
Common shares issued for cash 2,295,000		1,125,000
Preferred shares issued for cash	4,500,000	-
Issuance of convertible debentures	5,300,000	-
Repayment of convertible debentures	(1,300,000)	-
Issuance of promissory notes	169,950	-
Cash provided by financing activities	9,794,950	2,295,000
Investing activities		
Acquisition of marketable securities	(735,504)	(931,025)
Disposition of marketable securities	34,990	-
Acquisition of property for sale	(2,556,891)	-
Acquisition of properties	(5,175,755)	(1,052,374)
Additions to properties	(378,649)	-
Cash used in investing activities	(8,811,809)	(1,983,399)
Effect of foreign exchange	7,235	-
Increase in cash	1,209,141	154,012
Cash, beginning	154,012	-
Cash, ending	1,363,153	154,012
Supplementary information:		
Cash paid for interest	3,228	-
Cash paid for income taxes	-	-
Non- cash transactions:		
600,000 shares issued for the acquisition of Pershing-Churhill Property	30,000	-
Issued 2,446,670 shares for Shangri La Unit	-	276,250

See accompanying notes to the consolidated financial statements

1. NATURE OF OPERATIONS AND GOING CONCERN

Acana Capital Corp. (the “Company”) was incorporated on June 18, 2007 in British Columbia, Canada. The Company’s principal activity is the acquisition and development of real estate properties. The Company’s head office is located at Suite 200 – 8338 120th Street, Surrey, BC, V3W 3N4. The Company’s shares are traded on the Canadian Securities Exchange (“CSE”) under the symbol “APB”.

On April 18, 2011, the Company, which was the former subsidiary of Grand Peak Capital Corp. (“Grand Peak”), entered into an agreement with Grand Peak to proceed with a corporate restructuring whereby Grand Peak would transfer a cash deposit of \$276,250 for the purchase of Shangri La Unit (Note 8) and loan \$200,000 to the Company. In return, the Company would issue 24,466,702 common shares to Grand Peak. The transaction constituted a spin-out under the regulations of the CSE. The agreement completed and the Company’s shares started trading on the CSE on December 2, 2011. On December 21, 2011, Grand Peak’s deposit on the Shangri La Unit was transferred and the \$200,000 loan was issued to the Company and the Company’s shares were delivered to Grand Peak. The Company repaid the \$200,000 loan to Grand Peak in January 2012.

Going concern

These consolidated financial statements have been prepared on the assumption that the Company will continue as a going concern, meaning it will continue in operation for the foreseeable future and will be able to realize assets and discharge liabilities in the ordinary course of operations. As at September 30, 2013, the Company is not able to finance its day to day activities through operations. The Company’s continuation as a going concern is dependent upon the successful sale or lease of its properties and its ability to attain profitable operations and generate funds there from and/or raise equity capital or borrowings sufficient to meet current and future obligations. These factors indicate the existence of a material uncertainty that may cast significant doubt about the Company’s ability to continue as a going concern. Management intends to finance operating costs over the next twelve months with loans from directors and companies controlled by directors and through the issuance of its common and preferred shares. The Company’s ability to continue as a going concern requires the continued support of the Chief Executive Officer (“CEO”) who is also, along with companies he controls and other related parties, a key shareholder. The CEO and related parties also hold 100% of the redeemable preferred shares (Note 4) and the redemption of the preferred shares at a future date may result in a dissolution or windup of the Company. Should the Company be unable to continue as a going concern, the net realizable value of its assets may be materially less than the amounts on its consolidated statement of financial position.

2. STATEMENT OF COMPLIANCE

The consolidated financial statements of the Company have been prepared in accordance with International Financial Reporting Standards (“IFRS”) issued by the International Accounting Standards Board (“IASB”) and Interpretations of the International Financial Reporting Interpretations Committee (“IFRIC”).

These consolidated financial statements were approved and authorized by the Board of Directors on January 28, 2014.

3. SIGNIFICANT ACCOUNTING POLICIES

Basis of preparation

These consolidated financial statements have been prepared on an accrual basis and are based on historical costs, except for financial instruments measured at their fair value, and are presented in Canadian dollars, unless otherwise noted.

These consolidated financial statements incorporate the accounts of the Company and its controlled subsidiaries:

Name	Country of incorporation/formation	Ownership percentage as at September 30, 2013
JG Wealth Management Corp.	Canada	100%
* JDLP LLP	USA	50%
Acana Capital USA Inc.	USA	100%
Acana Capital LLC.	USA	100%
Corning 106 LLC	USA	100%
Crocker Acana LLC	USA	100%
Pershing-Churchill LLC	USA	100%

** The Company has control over the partnership; therefore, it is consolidated and its non-interest is reflected in non-controlling interests in the consolidated statements of financial position.*

Inter-company balances and transactions, including unrealized income and expenses arising from inter-company transactions, are eliminated on consolidation.

Significant estimates and assumptions

The preparation of financial statements in conformity with IFRS requires management to make certain estimates, judgments and assumptions concerning the future. The Company's management reviews these estimates and underlying assumptions on an ongoing basis, based on experience and other factors, including expectations of future events that are believed to be reasonable under the circumstances. Revisions to estimates are adjusted for prospectively in the period in which the estimates are revised.

Estimates where there is significant risk of material adjustments to assets and liabilities in future accounting periods include the fair value measurements for financial instruments, the recoverability and measurement of deferred tax assets and the fair value of the properties and property held for sale.

Significant judgments

The preparation of financial statements in accordance with IFRS requires the Company to make judgments, apart from those involving estimates, in applying accounting policies. The most significant judgments in applying the Company's financial statements include:

- the assessment of the Company's ability to continue as a going concern and whether there are events or conditions that may give rise to significant uncertainty;
- the classification of financial instruments; and
- the determination of the functional currency of the parent company and its subsidiaries.

Loss per share

Basic loss per share is computed by dividing net loss attributable to common shareholders by the weighted average number of shares outstanding in the period. Diluted loss per share is calculated by the treasury stock method. Under the treasury stock method, the weighted average number of common shares outstanding for the calculation of diluted loss per share assumes that the proceeds to be received on the exercise of dilutive share options and warrants are used to repurchase common shares at the average market price during the period.

3. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Financial instruments

The Company classifies its financial instruments in the following categories: at fair value through profit or loss, loans and receivables, held-to-maturity investments, available-for-sale and financial liabilities. The classification depends on the purpose for which the financial instruments were acquired. Management determines the classification of its financial instruments at initial recognition.

Fair value through profit or loss ("FVTPL") - Financial assets are classified at fair value through profit or loss when they are either held for trading for the purpose of short-term profit taking, derivatives not held for hedging purposes, or when they are designated as such to avoid an accounting mismatch or to enable performance evaluation where a group of financial assets is managed by key management personnel on a fair value basis in accordance with a documented risk management or investment strategy. They are subsequently measured at fair value with changes in fair value recognized in profit or loss. The Company designates its cash and marketable securities as fair value through profit or loss financial assets.

Loans and receivables - These assets are non-derivative financial assets with fixed or determinable payments that are not quoted in an active market. They are subsequently measured at amortized cost. They are included in current assets, except for maturities greater than 12 months after the end of the reporting period. These are classified as non-current assets. The Company has designated its Sale taxes receivable, other receivable as loan and receivables.

Held-to-maturity investments - These assets are non-derivative financial assets with fixed or determinable payments and fixed maturities and that the Company intends to hold to maturity. These assets are subsequently measured at amortized cost. Held-to-maturity investments are included in non-current assets, except for those which are expected to mature within 12 months after the end of the reporting period. The Company does not hold any held-to-maturity financial assets.

Available-for-sale - These consist of non-derivative financial assets that are designated as available-for sale or are not suitable to be classified as financial assets at fair value through profit or loss, loans and receivables or held-to-maturity investments and are subsequently measured at fair value. These are included in current assets to the extent they are expected to be realized within 12 months after the end of the reporting period. Unrealized gains and losses are recognized in other comprehensive income, except for impairment losses and foreign exchange gains and losses on monetary financial assets. The Company does not hold any available-for-sale financial assets.

Non-derivative financial liabilities (excluding financial guarantees) are subsequently measured at amortized cost. Regular purchases and sales of financial assets are recognized on the trade-date - the date on which the group commits to purchase the asset.

Financial assets are derecognized when the rights to receive cash flows from the investments have expired or have been transferred and the Company has transferred substantially all risks and rewards of ownership.

At each reporting date, the Company assesses whether there is objective evidence that a financial instrument has been impaired. In the case of available-for-sale financial instruments, a significant and prolonged decline in the value of the instrument is considered to determine whether an impairment has arisen.

The Company does not have any derivative financial assets and liabilities.

3. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Functional currency and foreign currency translation

The functional currency of each entity is measured using the currency of the primary economic environment in which that entity operates. The consolidated financial statements are presented in Canadian dollars which is the parent company's functional and presentation currency. The functional currency of all of the Company's US subsidiaries is the US dollar.

Transactions and balances:

Foreign currency transactions will be translated into the functional currency using the exchange rates prevailing at the date of the transaction. Foreign currency monetary items are translated at the period-end exchange rate. Non-monetary items measured at historical cost continue to be carried at the exchange rate at the date of the transaction. Non-monetary items measured at fair value are reported at the exchange rate at the date when fair values were determined.

Exchange differences arising on the translation of monetary items or on settlement of monetary items are recognized in profit or loss in the statement of comprehensive income in the period in which they arise, except where deferred in equity as a qualifying cash flow or net investment hedge.

Exchange differences arising on the translation of non-monetary items are recognized in other comprehensive income in the statement of comprehensive income to the extent that gains and losses arising on those non-monetary items are also recognized in other comprehensive income. Where the non-monetary gain or loss is recognized in profit or loss, the exchange component is also recognized in profit or loss.

Foreign operations:

The financial results and position of foreign operations whose functional currency is different from the Company's presentation currency will be translated as follows:

- assets and liabilities are translated at period-end exchange rates prevailing at that reporting date; and
- income and expenses are translated at average exchange rates for the period.

Exchange differences arising on translation of foreign operations are recorded to the Company's other comprehensive income.

Properties

Recognition and measurement

The Company's properties are comprised of real estate projects which are developed, to be developed, or are in development. The Company capitalizes the acquisition and development costs of its real estate projects. No amortization is taken before the real estate project is ready for use and leased.

Gains and losses on disposal of the properties are recognized on a net basis within other income in the consolidated statements of comprehensive loss.

Depreciation

No depreciation is taken on the properties as they were not in use as at September 30, 2013 with the exception of the Shangri-la Unit which is not depreciated since its replacement cost is estimated to be equal to or higher than its carrying value.

3. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Impairment of assets

The carrying amount of the Company's assets (which include the properties) is reviewed at each reporting date to determine whether there is any indication of impairment. If such indication exists, the recoverable amount of the asset is estimated in order to determine the extent of the impairment loss. An impairment loss is recognized whenever the carrying amount of an asset or its cash generating unit exceeds its recoverable amount. Impairment losses are recognized in the statement of income and comprehensive income.

The recoverable amount of assets is the greater of an asset's fair value less cost to sell and value in use. In assessing value in use, the estimated future cash flows are discounted to their present value using a pre-tax discount rate that reflects the current market assessments of the time value of money and the risks specific to the asset. For an asset that does not generate cash inflows largely independent of those from other assets, the recoverable amount is determined for the cash-generating unit to which the asset belongs.

An impairment loss is only reversed if there is an indication that the impairment loss may no longer exist and there has been a change in the estimates used to determine the recoverable amount, however, not to an amount higher than the carrying amount that would have been determined had no impairment loss been recognized in previous years. Assets that have an indefinite useful life are not subject to amortization and are tested annually for impairment.

Revenue Recognition

Rental income is recognized when:

- the amount of revenue can be measured reliably;
- it is probable that the economic benefits associated with the lease will flow to the Company;
- the stage of completion of the lease at the end of the reporting period can be measured reliably; and
- the costs incurred for and to complete the lease can be measured reliably.

Warrants

Proceeds from issuances of security units by the Company consisting of shares and warrants are allocated based on the residual method. The fair value of the warrants is determined to be the difference between gross proceeds over the estimated fair market value of the shares. If the proceeds from the offering are less than or equal to the estimated fair market value of shares issued, a fair value of \$Nil is assigned to the warrants.

Income taxes

Current income tax:

Current income tax assets and liabilities for the current period are measured at the amount expected to be recovered from or paid to the taxation authorities. The tax rates and tax laws used to compute the amount are those that are enacted or substantively enacted, at the reporting date, in the countries where the Company operates and generates taxable income.

Current income tax relating to items recognized directly in other comprehensive income or equity is recognized in other comprehensive income or equity and not in profit or loss. Management periodically evaluates positions taken in the tax returns with respect to situations in which applicable tax regulations are subject to interpretation and establishes provisions where appropriate.

3. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Income taxes (Continued)

Deferred income tax:

Deferred income tax is provided using the balance sheet method on temporary differences at the reporting date between the tax bases of assets and liabilities and their carrying amounts for financial reporting purposes.

The carrying amount of deferred income tax assets is reviewed at the end of each reporting period and recognized only to the extent that it is probable that sufficient taxable profit will be available to allow all or part of the deferred income tax asset to be utilized.

Deferred income tax assets and liabilities are measured at the tax rates that are expected to apply to the year when the asset is realized or the liability is settled, based on tax rates (and tax laws) that have been enacted or substantively enacted by the end of the reporting period.

Deferred income tax assets and deferred income tax liabilities are offset, if a legally enforceable right exists to set off current tax assets against current income tax liabilities and the deferred income taxes relate to the same taxable entity and the same taxation authority.

Accounting standards issued but not yet applied

At the date of authorization of these financial statements, the following standards, amendments and interpretations have not been early adopted and are not expected to have a material effect on the Company's future results and financial position:

- IFRS 9 "Financial Instruments";
- IFRS 10 "Consolidated Financial Statements";
- IFRS 11 "Joint Arrangements";
- IFRS 12 "Disclosure of Interests in Other Entities";
- IFRS 13 "Fair value measurement"; and
- Amendments to IAS 27 "Separate Financial Statements", IAS 28 "Investments in Associates and Joint Ventures" and IAS 32 "Financial Instruments: Presentation".

4. RETRACTABLE PREFERRED SHARES

Class B preferred shares - Issued and outstanding

On May 13, 2013, the Company issued 8,000,000 Class B preferred shares for the conversion of \$4,000,000 in convertible debentures (Notes 11 and 13). On July 2, 2013, the Company issued 2,250,000 Class B Series A preferred shares at \$2.00 per share for gross proceeds of \$4,500,000 (Note 13).

The Class B non-voting preferred shares have the following features:

Conversion

Each Class B preferred share is convertible into one common share of the Company at the discretion of the holder. The conversion price will be the average closing price of the Company's common shares during ten trading days before conversion. This conversion right will expire on the second anniversary of the issuance.

Dividends

Cumulative dividends of 5% per annum. Holders are entitled to receive dividends over the holders of the common shares.

4. RETRACTABLE PREFERRED SHARES (Continued)

Class B preferred shares - Issued and outstanding (Continued)

Redemption

Class B preferred shares are redeemable for cash at \$0.50 per share after the second anniversary of the issuance of the shares at the option of the holder. Class B Series A preferred shares are redeemable for cash at \$2 per share after the second anniversary of the issuance of the shares at the option of the holder.

Rights on Liquidation

Holders of the Class B shares shall receive priority over the holders of the common shares on any distribution of the assets of the Company on the voluntary or involuntary liquidation, dissolution or winding-up of the Company.

Per International Accounting Standard (“IAS”) 32, “Financial Instruments: Presentation”, the substance of a financial instrument, rather than its legal form, governs its classification in an entity’s statement of financial position. As the shares include a contractual obligation to deliver cash, the preferred shares have been classified as a financial liability.

As at September 30, 2013, \$132,192 (Note 12) in dividends payable have been accrued for and have been included in the Company’s accounts payable and accrued liabilities.

5. SHARE CAPITAL

Authorized

Unlimited number of Class A common shares without par value.

Unlimited number of non-voting Class B preferred shares without par value.

Common shares - Issued and outstanding

On December 1, 2011, the Company issued 2,446,670 common shares to Grand Peak for the deposit on the Shangri-la Unit (Notes 1, 8 and 13).

On January 19, 2012, the Company completed a private placement of 5,100,000 units at \$0.50 per unit for gross proceeds of \$2,550,000. Each unit consisted of one common share and one warrant of the Company. Each warrant is exercisable to a common share of the Company at \$0.50 per share for a period of 1 year. Finder fees of \$255,000 were paid. A fair value of \$918,000 was allocated to the warrants.

On November 23, 2012, the Company closed a private placement for the issuance of 7,500,000 units at \$0.05 per unit for the gross proceeds of \$375,000. Each unit consisted of one common share and one share purchase warrant which is exercisable to a common share of the Company at \$0.05 per share for a period of 6 months. No value was assigned to the warrants.

On January 18, 2013, the Company closed a private placement for the issuance of 7,500,000 common shares at \$0.05 per share for gross proceeds of \$375,000.

On March 1, 2013, 7,500,000 warrants were exercised into common shares at \$0.05 per share for gross proceeds of \$375,000.

On February 25, 2013, the Company issued 600,000 shares with a fair value of \$30,000 to a Company controlled by the Company’s CEO to acquire the Perishing-Churchill Property (Notes 8 and 13).

5. SHARE CAPITAL (Continued)

Warrants

A continuity of the Company's warrants is as follows:

	Number	Weighted average exercise price \$
Balance, September 30, 2011	-	-
Issued	5,100,000	0.50
Balance, September 30, 2012	5,100,000	0.50
Expired	(5,100,000)	0.50
Issued	7,500,000	0.05
Exercised	(7,500,000)	0.05
Balance, September 30, 2013	-	-

Share base payment reserve

The share-based payment reserve records items recognized as stock-based compensation expense and other share-based payments until such time that the stock options or warrants are exercised, at which time the corresponding amount will be transferred to share capital.

Foreign currency translation reserve

The foreign currency translation reserve records unrealized exchange differences arising on translation of foreign operations that have a functional currency other than the Company's reporting currency.

Loan reserve

Recorded in the loan reserve is the discount on the convertible debentures (Note 11).

6. MARKETABLE SECURITIES

As at September 30, 2013 and September 30, 2012, the Company's marketable securities comprise of investments in shares and share purchase warrants of Canadian public companies (Note 13). The Company designates its marketable securities at fair value through profit or loss. The fair value of warrants is determined using a Black– Scholes pricing model. Details are as follows:

September 30, 2013	Cost	Gain (loss)	Fair value
	\$		\$
Common shares (Note 13)	1,533,725	(940,302)	593,423
Warrants	34,500	70,616	105,116
	1,568,225	(869,686)	698,539

September 30, 2012	Cost	Gain (loss)	Fair value
	\$	\$ (173,776)	\$
Common shares	891,325		717,549
Warrants	39,700	55,694	95,394
	931,025	(118,082)	812,943

6. MARKETABLE SECURITIES (Continued)

The fair value of the warrants was determined using the Black-Scholes option pricing model using the following assumptions:

	September 30, 2013	September 30, 2012
Expected life of warrants	0.21 - 4.77 years	0.96 – 1.45 years
Annualized volatility	34% - 173%	31% - 173%
Risk-free interest rate	1.19% - 1.69%	1.08%
Dividend rate	0%	0%

During the year ended September 30, 2013, the Company acquired 17,354,483 common shares (2012-4,750,594) and 3,440,000 warrants (2012-2,128,594) for a cost of \$735,504 (2012-\$931,025). During the year ended September 30, 2013, the Company disposed of marketable securities with a cost of \$90,020 for proceeds of \$34,990. No dispositions were made during the year ended September 30, 2012.

7. PROPERTY HELD FOR SALE

On February 11, 2013, the Company acquired a warehouse building located in Tuscon, Arizona (the “Tuscon Building”) from a company controlled by a director of the Company for \$2,388,769 (Note 13).

In August 2013, the Tuscon Building was vandalized. Management estimates that the amount of the damage incurred is \$428,310 and recorded an impairment charge. Subsequent to the year ended September 30, 2013, the Company received insurance proceeds of \$401,875 (Note 9) to cover the damages and has recognized the income in the consolidated statement of comprehensive loss.

During the year ended September 30, 2013, management decided to actively list the building for sale. Management expects to sell the building in the next 12 months.

8. PROPERTIES

The following table summarizes the properties held by the Company as at September 30, 2012 and September 30, 2013:

	September 30, 2012	Acquisition	Additions	Effect of foreign exchange	September 30, 2013
	\$	\$	\$	\$	\$
Shangri La Unit	1,101,021	65,041	-	-	1,166,062
Crocker Drive Property	227,603	-	516	4,738	232,857
106 Glenn	-	462,554	152,737	14,146	629,437
860 Corning	-	2,530,162	152,737	61,681	2,744,580
Vineyard Plaza	-	2,532,716	49,184	59,359	2,641,259
River Road Property	-	405,298	-	9,318	414,616
Pershing-Churchill Property	-	36,602	-	842	37,444
Bradshaw Residential	-	529,434	14,975	12,516	556,925
Bader Road Lot	-	278,255	-	6,397	284,652
Total	1,328,624	6,840,062	370,149	168,997	8,707,832

8. PROPERTIES (Continued)

Shangri La Unit

During the year ended September 30, 2012, the Company issued 2,446,670 common shares to Grand Peak for a cash deposit of \$276,250 for the purchase of the Shangri La Unit (Note 1). The Shangri La Unit is located in Toronto, Canada. The Company paid an additional \$824,771 on September 5, 2012 and incurred an additional \$65,416 in acquisition costs during the year ended September 30, 2013. On October 1, 2012, the Company entered into a 1 year agreement with a company with a director in common with the Company to lease the Shangri La Unit for \$6,107 per month commencing November 1, 2012 (Note 13). Beginning December 1, 2013, the lease is on a month to month basis and may be terminated by either party with 30 days notice.

Crocker Drive Property

On July 31, 2012, the Company acquired a parcel of land for residential purposes in El Corado Hills, California, USA for \$227,603.

106 Glenn

On December 7, 2012, the Company acquired 106 acres of land in Corning, California through its 50% owned limited liability partnership JDLP. The Company's wholly owned subsidiary, Corning 106 LLC, is the general partner of JDLP. Consideration of \$462,554 was paid. Costs to prepare the land for farming activity are included in additions for the year. The Company intends to begin farming operations on the property in the near future.

860 Corning

On December 26, 2012, the Company acquired 860 acres of land in Corning, California through its 50% owned limited liability partnership JDLP. Consideration of \$2,530,162 was paid. Costs to prepare the land for farming activity are included in additions for the year. The Company intends to begin farming operations on the property in the near future.

Vineyard Plaza

On January 25, 2013, the Company completed the acquisition of a parcel of vacant land located in Sacramento, California, USA for \$2,532,716. Pre-construction costs toward the construction of a gas station are included in the additions during the year.

River Road Property

On January 18, 2013, the Company acquired 74 acres of land located in Sacramento, California, USA from a company controlled by a director of the Company for \$405,298 (Note 13).

Pershing-Churchill Property

On February 25, 2013, the Company acquired various parcels of land and related mineral rights in the Pershing County and Churchill County, Nevada, USA from a company controlled by a director of the Company. The mineral rights consist of net smelter return royalties over various mineral claims. In consideration, the Company issued 600,000 common shares with a fair value of \$30,000 (Note 5) and paid \$6,602 (Note 13).

Bradshaw Residential

In April 2013, the Company acquired an approximately 10 acre parcel of land located in Sacramento, California, USA for \$529,434.

Bader Road Lot

In June 2013, the Company acquired a parcel of land located in Elk Grove, California, USA for \$278,255. The acquisition was partially financed by borrowing \$169,950 from the seller in the form of a 3 year promissory note (Note 10).

9. OTHER RECEIVABLES

	September 30, 2013	September 30, 2012
		\$
Sale taxes receivable	5,752	71,479
Receivable from JDLP's 50% partner	141,163	-
Insurance proceeds receivable (Note 7)	401,875	-
	<u>548,790</u>	<u>71,479</u>

10. NOTE PAYABLE

On June 18, 2013, the Company issued a note payable to the seller of the Bader Road Lot for \$169,950 (US\$165,000). The note bears interest at 4% per annum, is due on June 26, 2016 and is secured by the Bader Road Lot property (Note 8). Interest payments are due every quarter subsequent to the issuance of the note.

11. CONVERTIBLE DEBENTURES

During the year ended September 30, 2013, the Company issued five convertible debentures to the following related parties:

- \$2,000,000 to a director of the Company;
- \$2,000,000 to a spouse of a director of the Company; and
- \$1,300,000 to a company controlled by a director of the Company.

The convertible debentures were convertible to Class B preferred shares at \$0.50 per share, had an effective interest rate of 15% , were unsecured, and were due 5 years after issuance. The face values were discounted to \$2,635,037 upon initial recognition. The discount of \$2,664,963 has been recorded in the loan reserve.

During the year ended September 30, 2013, the Company repaid the \$1,300,000 to the company controlled by the CEO and issued 8,000,000 Class B preferred shares in settlement of the \$4,000,000 owing to the Company's CEO and his spouse (Notes 4 and 13).

12. ACCOUNTS PAYABLE AND ACCRUED LIABILITIES

	September 30, 2013	September 30, 2012
		\$
Trade payables	320,166	4,589
Accrued liabilities	15,000	10,000
Dividends payable (Note 4)	132,192	-
	<u>467,358</u>	<u>14,589</u>

13. RELATED PARTY TRANSACTIONS

During the year ended September 30, 2013, the Company acquired 9,066,500 common shares (2012-2,365,954) and 3,520,000 warrants (2012-1,633,594) of Canadian public companies that have directors or officers in common with the Company. The cost of these marketable securities was \$506,484 (2012-\$341,025). The market value of all securities from related public companies as at September 30, 2013 was \$621,639 (2012 - \$374,243). During the year ended September 30, 2013, the Company recorded a loss of \$45,401 (2012-\$33,218) on these securities (Note 6).

During the year ended September 30, 2013, the Company incurred rent expense of \$30,000 (2012-\$22,500) to a company controlled by a director of the Company.

During the year ended September 30, 2013, the Company incurred consulting fees of \$5,000 (2012-\$Nil) to a director and management fees of \$5,000 (2012-\$Nil) to a company controlled by the same director.

On January 18, 2013, the Company acquired the River Road Property from a company controlled by a director of the Company for \$405,298 (Note 8).

On February 11, 2013, the Company acquired the Tuscon Building from a company controlled by a director of the Company for \$2,388,769 (Note 7).

On February 25, 2013, the Company acquired the Pershing-Churchill Property from a company controlled by a director of the Company. In consideration, the Company issued 600,000 common shares with a fair value of \$30,000 (Note 5) and paid \$6,602 (Note 8).

On October 1, 2012, the Company entered into a 1 year agreement with a company with a director in common with the Company to lease the Shangri La Unit for \$6,107 per month commencing November 1, 2012 (Note 8). Beginning December 1, 2013, the lease is on a month to month basis and may be terminated by either party with 30 days notice.

During the year ended September 30, 2013, the Company issued \$2,000,000, \$2,000,000 and \$1,300,000 in convertible debentures to a director of the Company, his spouse and a company controlled by the director, respectively. During the year ended September 30, 2013, the Company repaid the \$1,300,000 to the company controlled by the director and issued 8,000,000 Class B preferred shares in settlement of the \$4,000,000 owing to a director of the Company and his spouse (Notes 4 and 11).

On July 2, 2013, the Company issued 1,125,000 Class B Series A preferred shares to each of a director of the Company and his spouse at \$2.00 per share for gross proceeds of \$4,500,000 (Note 4).

As at September, 2013, the Company owed \$20,984 (2012-\$Nil) to the spouse a director of the Company. The amount does not bear any interest, is unsecured and is due on demand.

14. INCOME TAXES

A reconciliation of the expected income tax recovery to the actual income tax recovery is as follows:

September 30,	2013	September 30, 2012
\$ Net loss before income taxes		(3,766,165)
(213,715) Statutory tax rate		25%
26% Expected income tax recovery at the statutory tax rate		(941,451)
(55,566) Non-deductible expenses and other	615,504	
Effect of changes in tax rates	46,744	16,898
Changes in valuation allowance	279,203	38,668
Actual income tax recovery	-	-

The Company has the following deductible temporary differences for which no deferred tax asset has been recognized:

	September 30, 2013	September 30, 2012
\$ capital loss carry-forwards	58,217	\$ Non- 23,908
Marketable securities	109,746	14,760
Properties	149,908	
Valuation allowance	(317,871)	(38,668)
Net deferred income tax assets	-	-

The Company's has \$95,633 and \$115,952 in non-capital tax losses which will expire in 2031 and 2032 respectively.

15. SEGMENTS

Operating segments

The Company operates in a single reportable operating segment which is the acquisition and development of investment properties.

Geographic segments

The Company's non-current assets are located in the following countries:

As at September 30, 2013

	Canada \$	United States of America \$	Total \$
Property for sale	-	2,127,556	2,127,556
Properties	1,166,062	7,541,770	8,707,832
1,166,062		9,669,326	10,835,388

As at September 30, 2012

	Canada \$	United States of America \$	Total \$
Properties	1,101,021	227,603	1,328,624

16. CAPITAL MANAGEMENT

The Company's policy is to maintain a strong capital base so as to maintain investor and creditor confidence, safeguard the Company's ability to support the development of its real estate projects and to sustain future development of the business. The capital structure of the Company consists of working and share capital.

There are no restrictions on the Company's capital aside from the note payable which is secured by the Bader Lot Property (Notes 8 and 10). There were no changes in the Company's approach to capital management.

17. FINANCIAL INSTRUMENTS

The Company is exposed in varying degrees to a variety of financial instrument related risks. The Board of Directors approves and monitors the risk management processes, inclusive of documented investment policies, counterparty limits, and controlling and reporting structures. The type of risk exposure and the way in which such exposure is managed is provided as follows:

Credit Risk

Credit risk is the risk that one party to a financial instrument will cause a financial loss for the other party by failing to discharge an obligation. The Company's primary exposure to credit risk is on its cash and marketable securities which are held in bank accounts and deposited with brokers, respectively. As most of the Company's cash is held by two banks, and all of the marketable securities are held by one brokerage firm, there is a concentration of credit risk. This risk is managed by using major banks that are high credit quality financial institutions as determined by rating agencies. The Company's secondary exposure to risk is on its sale taxes receivable from the Canadian government; as such, the credit risk is minimal.

Foreign exchange risk

Foreign currency risk is the risk that the fair values of future cash flows of a financial instrument will fluctuate because they are denominated in currencies that differ from the respective functional currency. The Company is currently not exposed to foreign exchange risk.

Interest rate risk

Interest rate risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in market interest rates. The Company's exposure to interest rate risk is minimal.

Liquidity Risk

Liquidity risk is the risk that the Company may be unable to meet its financial obligations as they fall due. The Company reviews its working capital position regularly to ensure there is sufficient capital in order to meet short-term business requirements, taking into account its anticipated cash flows from operations and its holdings of cash.

Classification of financial instruments

Financial assets included in the statement of financial position are as follows:

	September 30, 2013	September 30, 2012
	\$	\$
Cash	1,363,152	154,012
Financial assets held at fair value through profit and loss:		
Marketable securities	698,539	812,943
Loans and receivable		
Receivable from JDLP's 50% partner (Note 9)	141,163	-
Insurance proceeds receivable	401,875	-
	<u>2,604,729</u>	<u>966,955</u>

Financial liabilities included in the statement of financial position are as follows:

	September 30, 2013	September 30, 2012
	\$	\$
Non-derivative financial liabilities:		
Trade payables	320,166	4,589
Due to related party	20,894	-
Note payable	169,950	-
Other financial liabilities		
Retractable preferred shares	8,500,000	-
	<u>9,011,010</u>	<u>4,589</u>

Fair value

The fair values of the Company's financial assets and liabilities approximates the carrying amounts either due to their short-term nature or because the interest rates applied to measure their carrying amount approximate current market rates.

Financial instruments measured at fair value are classified into one of three levels in the fair value hierarchy according to the relative reliability of the inputs used to estimate the fair values. The three levels of the fair value hierarchy are:

- Level 1 – Unadjusted quoted prices in active markets for identical assets or liabilities;
- Level 2 – Inputs other than quoted prices that are observable for the asset or liability either directly or indirectly; and
- Level 3 – Inputs that are not based on observable market data.

Fair value (continued)

The following is an analysis of the Company's financial assets measured at fair value as at September 30, 2012 and September 30, 2013:

As at September 30, 2013			
	Level 1	Level 2	Level 3
	\$	\$	\$
Cash	1,363,152	-	-
Marketable securities	593,423	105,116	-
	1,956,575	105,116	-

As at September 30, 2012			
	Level 1	Level 2	Level 3
	\$	\$	\$
Cash	154,012	-	-
Marketable securities	717,549	95,394	-
	871,561	95,394	-

18. SUBSEQUENT EVENTS

On November 15, 2013, the Company entered into a lease agreement to lease part of the River Road Property for US\$7,600. This lease will terminate on June 30, 2014.

On November 15, 2013, the Company's 50% owned limited liability partnership JDLP LLP entered into a lease agreement to lease part of the 860 Corning property for US\$17,500. This lease will terminate on June 30, 2014.

On November 2013, the Company acquired a parcel of land adjacent to the River Road Property for US\$10,000.



Acana Capital Corp.

Condensed Consolidated Interim Financial Statements

Three and Six Months Ended March 31, 2014

Unaudited

Expressed in Canadian Dollars

NOTICE TO READER

Under National Instrument 51-102, if an auditor has not performed a review of the interim financial statements, they must be accompanied by a notice indicating that the financial statements have not been reviewed by an auditor.

The accompanying unaudited condensed consolidated interim financial statements have been prepared by management, and were not reviewed by the Company's independent auditor.

Acana Capital Corp.
Condensed consolidated interim statements of financial position
(Unaudited - Expressed in Canadian Dollars)

	Note	March 31, 2014	September 30, 2013
		\$	\$
Assets			
Current assets			
Cash		159,615	1,363,153
Marketable securities	6	1,764,364	698,539
Other receivable	9	207,211	548,790
Prepaid		110,600	1,250
		2,241,790	2,611,732
Non-current			
Property for sale	7	2,565,028	2,127,556
Properties	8	9,411,155	8,707,832
Total assets		14,217,973	13,447,120
Liabilities and shareholders' equity			
Current liabilities			
Accounts payable and accrued liabilities	11	383,458	467,358
Due to related party	12	5,636	20,984
		389,094	488,342
Non-current liabilities			
Retractable preferred shares	12	8,500,000	8,500,000
Note payable	10	182,490	169,950
Total liabilities		9,071,584	9,158,292
Shareholders' equity			
Share capital	5	2,808,250	2,808,250
Reserves		4,434,540	3,763,990
Deficit		(3,929,624)	(3,979,521)
Equity attributed to shareholders		3,313,166	2,592,719
Non-controlling interests		1,833,223	1,696,109
Total Equity		5,146,389	4,288,828
Total liabilities and shareholders' equity		14,217,973	13,447,120

Nature of operations and going concern (Note 1)

See accompanying notes to the condensed consolidated interim financial statements

Approved and authorized for issuance by the Board of Directors on May 29, 2014

"Sonny Janda"
Director

"Lucky Janda"
Director

Acana Capital Corp.
Condensed consolidated interim statements of comprehensive loss
(Unaudited - Expressed in Canadian Dollars)

	Note	Three months ended		Six months ended	
		March 31,		March 31,	
		2014	2013	2014	2013
		\$	\$	\$	\$
Rental income	8	18,321	20,046	36,641	33,410
Rental expenses		6,963	2,739	9,702	4,565
Net Rental income		11,358	17,307	26,939	28,845
Expenses					
Amortization		–	12,310	–	23,320
Office and administration		45,271	1,188	93,316	11,095
Professional fees		8,523	11,460	14,098	22,521
Trust and filing fees		4,269	2,629	10,271	9,864
Total operating expenses		58,063	27,587	117,685	66,800
Loss before other items		(46,705)	(10,280)	(90,746)	(37,955)
Dividends on retractable preferred shares		(106,250)	–	(212,500)	–
Gain (losses) on marketable securities	6	316,671	(115,924)	342,031	(489,093)
Foreign exchange gain (loss) and interest expenses		(1,824)	(64,094)	(3,554)	(65,763)
Net income (loss)		161,892	(190,298)	35,231	(592,811)
Other comprehensive loss:					
Translation gain (loss)		372,751	70,710	768,257	64,795
Comprehensive loss		534,643	(119,588)	803,488	(528,016)
Net income (loss) attributable to:					
Equity holders of the Company		164,586	(190,298)	49,897	(592,811)
Non-controlling interests		(2,694)	–	(14,666)	–
		161,892	(190,298)	35,231	(592,811)
Other comprehensive income attributable to:					
Equity holders of the Company		339,577	70,710	670,550	64,795
Non-controlling interests		33,174	–	97,707	–
		372,751	70,710	768,257	64,795
Comprehensive income (loss) attributable to:					
Equity holders of the Company		504,163	(119,588)	720,447	(528,016)
Non-controlling interests		30,480	–	83,041	–
		534,643	(119,588)	803,488	(528,016)
Loss per share attributable to the equity holders of the Company					
Loss per share, basic and diluted		0.01	(0.01)	0.00	(0.04)
basic and diluted		30,646,670	23,773,337	30,646,670	16,601,066

See accompanying notes to the condensed consolidated interim financial statements

Acana Capital Corp.**Condensed consolidated interim statements of cash flows**

(Unaudited - Expressed in Canadian Dollars)

		Six months ended March 31,	
	Note	2014	2013
Cash (used in) provided by:		\$	\$
Operating activities			
Income (loss) for the period		49,897	(592,811)
Items not involving cash :			
Amortization		-	23,320
Loss (gain) on marketable securities		(342,031)	489,093
Share of loss of non-controlling shareholders		(14,666)	-
Changes in non-cash operating working capital			
Other receivables and prepaid		232,229	(642)
Accounts payable and accrued liabilities		(83,900)	62,147
Due to related party		(15,348)	-
Cash used in operating activities		(173,819)	(18,893)
Financing activities			
Common shares issued for cash		-	1,125,000
Issuance of convertible debentures		-	5,300,000
Increase of short-term loan		-	-
Issuance of promissory notes		-	1,152,025
Cash provided by financing activities		-	7,577,025
Investing activities			
Acquisition of marketable securities	6	(798,749)	(382,779)
Disposition of marketable securities	6	74,955	-
Increase of property for sale		(293,284)	(2,301,503)
Acquisition of properties		(16,076)	(4,427,417)
Addition of deferred development cost		(169,075)	-
Cash used in investing activities		(1,202,229)	(7,111,699)
Effect of holding cash in foreign currency		172,510	-
Decrease of cash		(1,203,538)	446,433
Cash, beginning of period		1,363,153	154,012
Cash, end of period		159,615	600,445
Supplementary information:			
Cash paid for interest		3,554	-
Cash paid for income taxes		-	-

See accompanying notes to the condensed consolidated interim financial statements

Acana Capital Corp.

Condensed consolidated interim statements of changes in equity

(Unaudited - Expressed in Canadian Dollars except for number of shares)

	Common shares		Preferred shares		Reserve			Equity attributed to the equity holders of the Company	Non-controlling interests	Total equity	
	Number	Amount	Number	Amount	Warrant	Loan	Translation gain (loss)				
		\$			\$		\$	\$	\$	\$	
Balance, September 30, 2012	7,546,670	1,653,250	–	–	918,000	–	–	(213,715)	2,357,535	–	2,357,535
Share issuance for cash - warrant exercise	7,500,000	375,000	–	–	–	–	–	–	375,000	–	375,000
Cash issuance - acquisition for property	600,000	30,000	–	–	–	–	–	–	30,000	–	30,000
Share issuance for cash - private placement	15,000,000	750,000	–	–	–	–	–	–	750,000	–	750,000
Translation loss							64,795		64,795	–	64,795
Net loss	–	–	–	–	–	–	–	(592,811)	(592,811)	–	(592,811)
Balance, March 31, 2013	30,646,670	2,808,250	–	–	918,000	–	64,795	(806,526)	2,984,519	–	2,984,519

	Common shares		Preferred shares		Reserve			Equity attributed to the equity holders of the Company	Non-controlling interests	Total equity	
	Number	Amount	Number	Amount	Warrant reserve	Loan	Translation gain (loss)				
		\$			\$		\$	\$	\$	\$	
Balance, September 30, 2013	30,646,670	2,808,250	10,250,000	–	918,000	2,664,963	181,027	(3,979,521)	2,592,719	1,696,109	4,288,828
Contribution by minority interest	–	–	–	–	–	–	–	–	–	54,073	54,073
Translation from subsidiaries	–	–	–	–	–	–	670,550	–	670,550	97,707	768,257
Net loss	–	–	–	–	–	–	–	49,897	49,897	(14,666)	35,231
Balance, March 31, 2014	30,646,670	2,808,250	10,250,000	–	918,000	2,664,963	851,577	(3,929,624)	3,313,166	1,833,223	5,146,389

See accompanying notes to the condensed consolidated interim financial statements

Acana Capital Corp.
Notes to the condensed consolidated interim financial statements
Three and six months ended March 31, 2014
(Unaudited - Expressed in Canadian dollars)

1. NATURE OF OPERATIONS AND GOING CONCERN

Acana Capital Corp. (the “Company”) was incorporated on June 18, 2007 in British Columbia, Canada. The Company’s principal activity is the acquisition and development of real estate properties. The Company’s head office is located at Suite 200 – 8338 120th Street, Surrey, BC, V3W 3N4. The Company’s shares are traded on the Canadian Securities Exchange (“CSE”) under the symbol “APB”.

Going concern

These condensed consolidated interim financial statements have been prepared on the assumption that the Company will continue as a going concern, meaning it will continue in operation for the foreseeable future and will be able to realize assets and discharge liabilities in the ordinary course of operations. As at March 31, 2014, the Company is not able to finance its day to day activities through operations. The Company’s continuation as a going concern is dependent upon the successful sale or lease of its properties and its ability to attain profitable operations and generate funds there from and/or raise equity capital or borrowings sufficient to meet current and future obligations. These factors indicate the existence of a material uncertainty that may cast significant doubt about the Company’s ability to continue as a going concern. Management intends to finance operating costs over the next twelve months with loans from directors and companies controlled by directors and through the issuance of its common and preferred shares. The Company’s ability to continue as a going concern requires the continued support of the Chief Executive Officer (“CEO”) who is also, along with companies he controls and other related parties, a key shareholder. The CEO and related parties also hold 100% of the redeemable preferred shares (Note 4) and the redemption of the preferred shares at a future date may result in a dissolution or windup of the Company. Should the Company be unable to continue as a going concern, the net realizable value of its assets may be materially less than the amounts on its consolidated statement of financial position.

2. STATEMENT OF COMPLIANCE

These condensed consolidated interim financial statements for the three and six months ended March 31, 2014, together with the comparative figures herein have been prepared in accordance with International Accounting Standards (“IAS”) 34 “Interim Financial Reporting” (“IAS 34”) using accounting policies consistent with the International Financial Reporting Standards (“IFRS”) issued by the International Accounting Standards Board (“IASB”) and interpretations of the International Financial Reporting Interpretations Committee (“IFRIC”). Accordingly, certain disclosures required in annual financial statements have been condensed or omitted. These condensed interim financial statements are intended to provide users with an update in relation to events and transactions that are significant to an understanding of the changes in financial position and performance of the Company since the end of the last annual reporting period. It is therefore recommended that these condensed interim financial statements be read in conjunction with the most recent audited annual financial statements of the Company for the year ended September 30, 2013.

Acana Capital Corp.
Notes to the condensed consolidated interim financial statements
Three and six months ended March 31, 2014
(Unaudited - expressed in Canadian dollars)

3. SIGNIFICANT ACCOUNTING POLICIES

Basis of preparation

These consolidated financial statements have been prepared on an accrual basis and are based on historical costs, except for financial instruments measured at their fair value, and are presented in Canadian dollars, unless otherwise noted.

These consolidated financial statements incorporate the accounts of the Company and its controlled subsidiaries:

Name	Country of incorporation/formation	Ownership percentage as at March 31, 2014
JG Wealth Management Corp.	Canada	100%
* JDLP LLP	USA	50%
Acana Capital USA Inc.	USA	100%
Acana Capital LLC.	USA	100%
Corning 106 LLC	USA	100%
Crocker Acana LLC	USA	100%
Pershing-Churchill LLC	USA	100%

** The Company has control over the partnership; therefore, it is consolidated and its non-interest is reflected in non-controlling interests in the consolidated statements of financial position.*

Inter-company balances and transactions, including unrealized income and expenses arising from inter-company transactions, are eliminated on consolidation.

Significant estimates and assumptions

The preparation of financial statements in conformity with IFRS requires management to make certain estimates, judgments and assumptions concerning the future. The Company's management reviews these estimates and underlying assumptions on an ongoing basis, based on experience and other factors, including expectations of future events that are believed to be reasonable under the circumstances. Revisions to estimates are adjusted for prospectively in the period in which the estimates are revised.

Estimates where there is significant risk of material adjustments to assets and liabilities in future accounting periods include the fair value measurements for financial instruments, the recoverability and measurement of deferred tax assets and the fair value of the properties and property held for sale.

Significant judgments

The preparation of financial statements in accordance with IFRS requires the Company to make judgments, apart from those involving estimates, in applying accounting policies. The most significant judgments in applying the Company's financial statements include:

- the assessment of the Company's ability to continue as a going concern and whether there are events or conditions that may give rise to significant uncertainty;
- the classification of financial instruments; and
- the determination of the functional currency of the parent company and its subsidiaries.

3. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Adoption of new accounting standards

Since the recent year ended September 30, 2013, there were no significant changes in the accounting policies except the adoption of the following new standards commencing October 1, 2013:

IAS 1 – Presentation of Financial Statements amendment issued by the IASB in June 2011 provides improved consistency and clarity of the presentation of items of other comprehensive income. The main change was a requirement to group items presented in other comprehensive income on the basis of whether they are potentially reclassifiable to profit or loss subsequently.

IFRS 10 – Consolidated Financial Statements supersedes SIC 12 – Consolidation – Special Purpose Entities and the requirements relating to consolidated financial statements in IAS 27 – Consolidated and Separate Financial Statements. IFRS 10 establishes the principle and application of control as the basis for an investor to identify whether an investor controls an investee and thereby requiring consolidation.

IFRS 11 – Joint Arrangements establishes the principle a joint arrangement is classified as joint operations or joint ventures based on the rights and obligations of the parties to the joint arrangement, rather than its legal form.

IFRS 12 – Disclosure of Interests in Other Entities requires the disclosure of information that enables users of financial statements to evaluate the nature of, and risks associated with, its interests in other entities and the effects of those interests on its financial position, financial performance and cash flows.

IFRS 13 – Fair value measurements establishes a single source of guidance under IFRS for all fair value measurements. IFRS 13 does not change when an entity is required to use fair value, but rather provides guidance on how to measure fair value under IFRS when fair value is required or permitted.

The adoption of these standards did not have a material impact on the accompanying condensed consolidated interim financial statements.

Accounting standards issued but not yet in effective

IFRIC 21 – Levies, an interpretation of IAS 37 was issued by the IASB in May 2013 and provides interpretation on when to recognize a liability for a levi imposed by a government and clarifies the criteria for the recognition of a liability. IFRIC 21 is effective for annual periods commencing on or after January 1, 2014.

New standard IFRS 9 “Financial Instruments” - This is a partial replacement of IAS 39 “Financial Instruments: Recognition and Measurement”. IFRS 9 uses a single approach to determine whether a financial asset is measured at amortized cost or fair value, replacing the multiple rules in IAS 39. The approach in IFRS 9 is based on how an entity manages its financial instruments in the context of its business model and the contractual cash flow characteristics of the financial assets. The new standard also requires a single impairment method to be used. IFRS 9 is effective for annual periods beginning on or after January 1, 2018.

The Company is still in the process of assessing the impact of these new accounting standards

4. RETRACTABLE PREFERRED SHARES

Class B preferred shares - Issued and outstanding

As at March 31, 2014 and September 30, 2013, the number of outstanding Class B preferred shares was 8,000,000 (with retractable value of \$4,000,000) and the number of outstanding Class B Series A preferred shares was 2,250,000 (with retractable value of \$4,500,000). There was neither issuance nor redemption during six months ended March 31, 2014. These Class B preferred shares are held by the Company's CEO and related parties.

The Class B non-voting preferred shares have the following features:

Conversion

Each Class B preferred share is convertible into one common share of the Company at the discretion of the holder. The conversion price will be the average closing price of the Company's common shares during ten trading days before conversion. This conversion right will expire on the second anniversary of the issuance.

Dividends

Cumulative dividends of 5% per annum. Holders are entitled to receive dividends over the holders of the common shares.

Redemption

Class B preferred shares are redeemable for cash at \$0.50 per share after the second anniversary of the issuance of the shares at the option of the holder. Class B Series A preferred shares are redeemable for cash at \$2 per share after the second anniversary of the issuance of the shares at the option of the holder.

Rights on Liquidation

Holder of the Class B shares shall receive priority over the holders of the common shares on any distribution of the assets of the Company on the voluntary or involuntary liquidation, dissolution or winding-up of the Company.

Per International Accounting Standard ("IAS") 32, "Financial Instruments: Presentation", the substance of a financial instrument, rather than its legal form, governs its classification in an entity's statement of financial position. As the shares include a contractual obligation to deliver cash, the preferred shares have been classified as a financial liability.

As at March 31, 2014, \$344,692 (September 30, 2013 - \$132,192) of dividends payable have been accrued for and have been included in the Company's accounts payable and accrued liabilities. (Note 11)

5. SHARE CAPITAL

Authorized

Unlimited number of Class A common shares without par value.

Unlimited number of non-voting Class B preferred shares without par value.

Common shares - Issued and outstanding

There was neither share issuance nor redemption during the 2013 Six Months.

Acana Capital Corp.
Notes to the condensed consolidated interim financial statements
Three and six months ended March 31, 2014
(Unaudited - expressed in Canadian dollars)

5. SHARE CAPITAL (Continued)

Share warrants

The Company did not have outstanding share warrants as at March 31, 2014 and September 30, 2013.

Translation reserve

Translation reserve records unrealized exchange differences arising on translation of foreign operations that have a functional currency other than the Company's reporting currency.

Loan reserve

Recorded in the loan reserve is the discount on the convertible debentures issued and settled in prior periods

6. MARKETABLE SECURITIES

As at March 31, 2014 and September 30, 2013, the Company's marketable securities comprise of investments in shares and share purchase warrants of Canadian public companies (Note 12). The Company designates its marketable securities at fair value through profit or loss. The fair value of warrants is determined using a Black-Scholes pricing model. Details are as follows:

September 30, 2013	Cost	Gain (loss)	Fair value
	\$	\$	\$
Common shares	1,533,725	(940,302)	593,423
Warrants	34,500	70,616	105,116
	1,568,225	(869,686)	698,539

March 31, 2014	Cost	Gain (loss)	Fair value
	\$	\$	\$
Common shares	2,257,519	(539,406)	1,718,113
Warrants	34,500	11,751	46,251
	2,292,019	(527,655)	1,764,364

The fair value of the warrants was determined using the Black-Scholes option pricing model using the following assumptions:

	March 31, 2014	September 30, 2013
Expected life of warrants (years)	0.30 - 4.27	0.21 - 4.77
Annualized volatility	34% - 173%	34% - 173%
Risk-free interest rate	1.19% - 1.69%	1.19% - 1.69%
Dividend rate	0%	0%

Acana Capital Corp.
Notes to the condensed consolidated interim financial statements
Three and six months ended March 31, 2014
(Unaudited - expressed in Canadian dollars)

6. MARKETABLE SECURITIES (Continued)

During six months ended March 31, 2014 (“2014 Six Months”), the Company acquired common shares for a cost of \$798,749 (2013 Six Months - \$382,779). The proceeds from disposition of marketable securities during was \$74,955 (2013 Six Months - \$Nil).

6. PROPERTY HELD FOR SALE

On February 11, 2013, the Company acquired a warehouse building located in Tuscon, Arizona (the “Tuscon Building”) from a company controlled by a director of the Company.

In August 2013, the Tuscon Building was vandalized. As at September 30, 2013, the Company has accrued an insurance receivable of \$417,248 in connection with the claim made, which has been fully received in the second quarter of fiscal 2014. The Company incurred \$254,884 to repair the Tuscon Building during 2014 Six Months. Continuity is as follows:

	September 30, 2013	Addition	Effect of foreign exchange	March 31, 2014
	\$	\$	\$	\$
Tuscon building	1,954,130	-	144,188	2,098,318
Major repair and renovation	173,426	254,884	38,400	466,710
Total	2,127,556	254,884	182,588	2,565,028

The Company is actively listing the building for sale. Management expects to sell the building in the next 12 months.

7. PROPERTIES

The following table summarizes the properties held by the Company as at March 31, 2014 and September 30, 2013:

	September 30, 2013	Acquisition	Deferred development cost	Change of exchange rate	March 31, 2014
	\$	\$	\$	\$	\$
Shangri La Unit	1,166,062	-	-	-	1,166,062
Crocker Drive Property	232,857	-	-	16,628	249,485
106 Glenn	629,437	-	-	46,444	675,881
860 Corning	2,744,580	-	-	202,512	2,947,092
Vineyard Plaza	2,641,259	-	92,271	170,228	2,903,758
River Road Property	414,616	16,076	46,452	33,952	511,096
Pershing-Churchill Property	37,444	-	-	2,760	40,204
Bradshaw Residential	556,925	-	30,352	24,645	611,922
Bader Road Lot	284,652	-	-	21,003	305,655
Total	8,707,832	16,076	169,075	518,172	9,411,155

Acana Capital Corp.
Notes to the condensed consolidated interim financial statements
Three and six months ended March 31, 2014
(Unaudited - expressed in Canadian dollars)

8. PROPERTIES (Continued)

Shangri La Unit

Shangri La Unit is a residential unit located in University Avenue of Toronto, Canada. On October 1, 2012, the Company entered into a 1 year agreement with a company that has a director common with the Company to lease the Shangri La Unit for \$6,107 per month commencing November 1, 2012 (Note 12). Beginning December 1, 2013, the lease changed to a month-to-month basis and may be terminated by either party with 30 days notice.

Crocker Drive Property

On July 31, 2012, the Company acquired a parcel of land for residential purposes in El Corado Hills, California, USA. The Company is in the process of building a plan to develop this property.

106 Glenn

On December 7, 2012, the Company acquired 106 acres of land in Corning, California through its 50% owned limited liability partnership JDLP. The Company's wholly owned subsidiary, Corning 106 LLC, is the general partner of JDLP. The Company intends to begin farming operations on the property in the near future.

860 Corning

On December 26, 2012, the Company acquired 860 acres of land in Corning, California through its 50% owned limited liability partnership JDLP. The Company intends to begin farming operations on the property in the near future.

Vineyard Plaza

On January 25, 2013, the Company completed the acquisition of a parcel of vacant land located in Sacramento, California, USA. Pre-construction costs toward the construction of a gas station and the planning cost of the site are included in the deferred development cost during the period ended March, 2014.

River Road Property

On January 18, 2013, the Company acquired 74 acres of land located in Sacramento, California, USA from a company controlled by a director of the Company. On November 2013, the Company acquired a parcel of land adjacent to the River Road Property for \$16,076. The Company is preparing the land for future farming purpose.

Pershing-Churchill Property

On February 25, 2013, the Company acquired various parcels of land and related mineral rights in the Pershing County and Churchill County, Nevada, USA from a company controlled by a director of the Company. The mineral rights consist of net smelter return royalties over various mineral claims.

Bradshaw Residential

In April 2013, the Company acquired an approximately 10 acre parcel of land located in Sacramento, California, USA. The Company is in the process of getting a plan to develop this property. Expenditures toward the application of development are included in the deferred development cost during the period ended March 31, 2014.

Bader Road Lot

In June 2013, the Company acquired a parcel of land located in Elk Grove, California, USA. The Company is in the process of getting a plan to develop this residential property.

Acana Capital Corp.
Notes to the condensed consolidated interim financial statements
Three and six months ended March 31, 2014
(Unaudited - expressed in Canadian dollars)

9. OTHER RECEIVABLES

	March 31, 2014	September 30, 2013
	\$	\$
Sale taxes receivable	-	5,752
Receivable from JDLP's 50% partner	207,211	141,163
Insurance proceeds receivable (Note 7)	-	401,875
	207,211	548,790

10. NOTE PAYABLE

The Company had a promissory note payable in connection with the acquisition of the Bader Road Lot (Note 8). The outstanding balance as at March 31, 2014 was \$182,490 (or US\$165,000) (September 30, 2013 - \$169,950 (or US\$165,000)). The note bears interest at 4% per annum, due on June 26, 2016, and is secured by the Bader Road Lot property. Interest payments are due every quarter subsequent to the issuance of the note.

11. ACCOUNTS PAYABLE AND ACCRUED LIABILITIES

	March 31, 2014	September 30, 2013
	\$	\$
Trade payables	32,766	320,166
Accrued liabilities	6,000	15,000
Dividends payable	344,692	132,192
	383,458	467,358

12. RELATED PARTY TRANSACTIONS

Transactions with related parties not disclosed elsewhere are as follows:

During 2014 Six Months, the Company acquired common shares and warrants of Canadian public companies that have directors or officers in common with the Company with purchase proceeds totaling of \$346,880 (2013 Six Months-\$40,010).

During 2014 Six Months, the Company incurred rent expense of \$15,000 (2013 Six Months-\$15,000) to a company controlled by a director of the Company.

The Company has an agreement with a company with a director in common to lease the Shangri La Unit (Note 8) for \$6,107 per month.

As at September, 2013, the Company owed \$5,636 (September 30, 2013-\$20,984) to the spouse of a Company's director. The amount owing does not bear any interest, is unsecured and is due on demand.

During 2014 Six Months, the amount of remuneration charged by the Company's key management personnel was \$Nil (2013 Six Months - \$Nil).

Acana Capital Corp.
Notes to the condensed consolidated interim financial statements
Three and six months ended March 31, 2014
(Unaudited - expressed in Canadian dollars)

13. SEGMENTS

Operating segments

The Company operates in a single reportable operating segment which is the acquisition and development of investment properties.

Geographic segments

The Company's non-current assets are located in the following countries:

	As at March 31, 2014		
	Canada	United States of America	Total
Property for sale	-	2,565,028	2,565,028
Properties	1,166,062	8,245,095	9,411,157
	1,166,062	10,810,123	11,976,185

	As at September 30, 2013		
	Canada	United States of America	Total
Property for sale	-	2,127,556	2,127,556
Properties	1,166,062	7,541,770	8,707,832
	1,166,062	9,669,326	10,835,388

14. FINANCIAL INSTRUMENTS

Classification of financial instruments

Financial assets included in the statement of financial position are as follows:

	March 31, 2014	September 30, 2013
	\$	\$
Cash	159,615	1,363,152
Financial assets held at fair value through profit and loss:		
Marketable securities	1,764,364	698,539
Loans and receivable		
Receivable from JDLP's 50% partner	207,211	141,163
Insurance proceeds receivable	-	401,875
	2,131,190	2,604,729

Acana Capital Corp.
Notes to the condensed consolidated interim financial statements
Three and six months ended March 31, 2014
(Unaudited - expressed in Canadian dollars)

14. FINANCIAL INSTRUMENTS (Continued)

Financial liabilities included in the statement of financial position are as follows:

	March 31, 2014	September 30, 2013
	\$	\$
Non-derivative financial liabilities:		
Trade payables	32,766	320,166
Due to related party	5,636	20,894
Note payable	182,490	169,950
Other financial liabilities		
Retractable preferred shares	8,500,000	8,500,000
	8,720,892	9,011,010

Fair value

The fair values of the Company's financial assets and liabilities approximates the carrying amounts either due to their short-term nature or because the interest rates applied to measure their carrying amount approximate current market rates.

Financial instruments measured at fair value are classified into one of three levels in the fair value hierarchy according to the relative reliability of the inputs used to estimate the fair values. The three levels of the fair value hierarchy are:

- Level 1 – Unadjusted quoted prices in active markets for identical assets or liabilities;
- Level 2 – Inputs other than quoted prices that are observable for the asset or liability either directly or indirectly; and
- Level 3 – Inputs that are not based on observable market data.

The following is an analysis of the Company's financial assets measured at fair value as at March 31, 2014 and September 30, 2013:

	As at September 30, 2013		
	Level 1	Level 2	Level 3
	\$	\$	\$
Cash	1,363,152	-	-
Marketable securities	593,423	105,116	-
	1,956,575	105,116	-
	As March 31, 2014		
	Level 1	Level 2	Level 3
	\$	\$	\$
Cash	159,615	-	-
Marketable securities	1,718,113	46,251	-
	1,877,728	46,251	-