

BUSINESS COMBINATION AGREEMENT

B E T W E E N

CDN MSOLAR CORP.

and

2663895 ONTARIO INC.

and

BLUEBERRIES CANNABIS CORP.

MADE AS OF FEBRUARY 1, 2019

TABLE OF CONTENTS

ARTICLE 1 INTERPRETATION.....	1
1.01	Defined Terms1
1.02	Headings10
1.03	Extended Meanings.....10
1.04	Statutory References10
1.05	Accounting Principles.....10
1.06	Currency.....11
1.07	Schedules11
ARTICLE 2 BUSINESS COMBINATION.....	11
2.01	Business Combination11
2.02	Dissent Rights14
ARTICLE 3 REPRESENTATIONS AND WARRANTIES OF BLUEBERRIES.....	15
3.01	Incorporation and Registration15
3.02	Subsidiary15
3.03	Bankruptcy, etc.15
3.04	Due Authorization, etc.15
3.05	Ancillary Documents16
3.06	Absence of Conflict16
3.07	Capital Stock.....16
3.08	Options and Other Convertible Securities16
3.09	No Pre-Emptive Rights17
3.10	No Shareholders/Voting Agreement.....17
3.11	Financial Statements17
3.12	Absence of Changes.....17
3.13	Internal Controls Over Financial Reporting17
3.14	Ordinary Course.....17
3.15	No Restrictions on Activities17
3.16	Licensed Cannabis Company.....18
3.17	Cannabis-Related Matters.....18
3.18	Extent of Liabilities.....18
3.19	Non-Arm’s Length Transactions18
3.20	No Guarantees.....18
3.21	Owned Real Property.....19
3.22	Leased Real Property.....19
3.23	Intellectual Property.....19
3.24	Assets20
3.25	Colombian Licenses.....20
3.26	Blueberries Material Contracts20
3.27	Other Contracts21
3.28	Taxes and Governmental Charges21

3.29	Environmental Matters.....	22
3.30	Absence of Litigation, etc.	23
3.31	Compliance with Laws	23
3.32	Authorizations and Consents	23
3.33	Employment Matters and Employee Plans	23
3.34	No Powers of Attorney	24
3.35	Insurance	24
3.36	Authorizations.....	24
3.37	Fees and Commissions.....	25
3.38	Books and Records	25
3.39	Restrictions on Business Combination	25

ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF CDN AND SUBCO25

4.01	Incorporation.....	25
4.02	Subsidiaries.....	26
4.03	Bankruptcy, etc.	26
4.04	Due Authorization, etc.	26
4.05	Absence of Conflict	26
4.06	Capital Stock.....	27
4.07	Options and Other Convertible Securities	27
4.08	Financial Statements	27
4.09	Absence of Changes.....	27
4.10	Internal Controls Over Financial Reporting	27
4.11	Ordinary Course.....	28
4.12	No Restrictions on Activities	28
4.13	Liabilities	28
4.14	Non-Arm's Length Transactions	28
4.15	No Guarantees.....	28
4.16	CDN Material Contracts.....	28
4.17	Other Contracts	29
4.18	Title to Property and Assets.....	29
4.19	Taxes and Governmental Charges	29
4.20	Absence of Litigation, etc.	30
4.21	Compliance with Laws	30
4.22	Authorizations and Consents	30
4.23	Employment Matters and Employee Plans	31
4.24	No Powers of Attorney	31
4.25	Insurance	32
4.26	Authorizations.....	32
4.27	Fees and Commissions.....	32
4.28	Books and Records	32
4.29	Restrictions on Business Combination	32
4.30	Reporting Issuer Status	32
4.31	Expenses and Obligations.....	32
4.32	Share Issuance.....	33
4.33	Shareholder Approval	33

4.34	Public Disclosure Documents	33
4.35	No Misrepresentation	33
4.36	CSE Listing	33
4.37	Information Supplied	33
ARTICLE 5 SURVIVAL OF COVENANTS, REPRESENTATIONS AND WARRANTIES		
5.01	Survival of Covenants, Representations and Warranties	33
ARTICLE 6 COVENANTS		
34		
6.01	Access to Blueberries	34
6.02	Access to CDN	34
6.03	Confidentiality	35
6.04	Filings	36
6.05	Conduct of Blueberries Prior to Closing	37
6.06	Conduct of CDN Prior to Closing	39
6.07	Standstill of Blueberries	41
6.08	Standstill of CDN	42
6.09	Change to Directors and Officers of CDN	42
ARTICLE 7 CONDITIONS OF CLOSING		
42		
7.01	Conditions in Favour of CDN	42
7.02	Conditions in Favour of Blueberries	44
7.03	Filing Articles	46
7.04	Further Assurances	46
ARTICLE 8 TERMINATION		
46		
8.01	Termination	46
8.02	Effect of Termination	47
8.03	Waivers and Extensions	47
ARTICLE 9 MISCELLANEOUS		
48		
9.01	Further Assurances	48
9.02	Transaction Costs	48
9.03	Time of the Essence	48
9.04	Public Announcements	48
9.05	Benefit of the Agreement	48
9.06	Entire Agreement	48
9.07	Amendments and Waivers	48
9.08	Assignment	49
9.09	Notices	49
9.10	Remedies Cumulative	50
9.11	Governing Law	50
9.12	Attornment	50

9.13	Counterparts	50
9.14	Electronic Execution	50

SCHEDULES

- Schedule "A" – Amalgamation Agreement
- Schedule "B" – Blueberries Disclosure Schedule
- Schedule "C" – CDN Disclosure Schedule
- Schedule "D" – Approved Expenditures of Blueberries

BUSINESS COMBINATION AGREEMENT

THIS AGREEMENT is made as of February 1, 2019

B E T W E E N:

CDN MSOLAR CORP., a corporation incorporated under the laws of the Province of British Columbia,

(hereinafter called “**CDNM**”),

- and -

2663895 ONTARIO INC., a corporation incorporated under the laws of the Province of Ontario,

(hereinafter called “**Subco**”),

- and –

BLUEBERRIES CANNABIS CORP., a corporation incorporated under the laws of the Province of Ontario,

(hereinafter called “**Blueberries**”),

WHEREAS pursuant to the Letter of Intent (as defined herein), CDNM and Blueberries propose to combine the business and assets of CDNM with those of Blueberries and upon completion of such business combination, CDNM will become the Resulting Issuer (as defined below), a medicinal cannabis producer with the name “Blueberries Medical Corp.” or such other similar name as may be accepted by the relevant regulatory authorities and approved by the board of directors of the Resulting Issuer;

AND WHEREAS the parties intend to carry out the proposed business combination whereby CDNM will acquire all of the issued and outstanding shares of Blueberries by means of a three-cornered amalgamation among CDNM, Blueberries and Subco (as defined herein) under the provisions of the OBCA (as defined herein) and related transaction steps;

NOW THEREFORE, in consideration of the covenants and agreements herein contained, the parties agree as follows:

ARTICLE 1 **INTERPRETATION**

1.01 **Defined Terms**

In this Agreement, unless something in the subject matter or context is inconsistent therewith:

“**Accredited Investor**” means an “accredited investor” within the meaning of Rule 501(a) of Regulation D under the U.S. Securities Act;

“**Affiliate**” of any person means, at the time such determination is being made, any other person who has control or who is controlled by or under common control with such first person, where “**control**” means the possession, directly or indirectly, of the power to direct the management and policies of a person through the legal or beneficial ownership of voting securities, the right to appoint directors or management, by contract, voting trust, or otherwise; and the terms “**controlling**” and “**controlled**” have meanings correlative to the foregoing;

“**Agreement**” means this agreement, including its recitals and schedules, as amended from time to time;

“**Amalco**” has the meaning set out in Section 2.01;

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

“**Amalgamation**” means the amalgamation of Blueberries and Subco pursuant to section 174 of the OBCA as contemplated by this Agreement;

“**Amalgamation Agreement**” means the amalgamation agreement substantially in the form attached hereto as Schedule “A” to be entered into between CDN M, Blueberries and Subco pursuant to section 175 of the OBCA to effect the Amalgamation;

“**Ancillary Documents**” means the Blueberries Subscription Receipts and the Escrow Agreement;

“**Applicable Party**” is defined in the definition of “Employee Plans”;

“**Articles of Amalgamation**” means the articles of Amalgamation to be filed with the Director, in the form agreed to between CDN M and Blueberries, each acting reasonably;

“**Assets**” means the assets, undertaking, property and rights of Blueberries and Blueberries SAS, of every kind and description and wheresoever situated, including the Contracts to which Blueberries or Blueberries SAS is a party or has rights or obligations under and all other assets and property that Blueberries and Blueberries SAS purport to own and all assets and property reflected as being owned by Blueberries and Blueberries SAS in their respective financial books and records;

“**Authorization**” means any order, permit, approval, consent, waiver, license, certificates, registrations or similar authorization of any Governmental Authority having jurisdiction including, but not limited to, environmental permits;

“**BCBCA**” means the *Business Corporations Act* (British Columbia), as amended;

“**Blueberries**” means Blueberries Cannabis Corp., a corporation incorporated under the OBCA;

“**Blueberries Business**” means the business of marijuana strain licensing and development, importing, cultivating, extracting, producing, possessing, branding, marketing, advertising, medically validating, distributing, shipping, exporting, selling and disposing of marijuana seeds and medical marijuana and related and derivative products and the operation of all websites, e-commerce and social media platforms and systems in connection therewith, and as more particularly described in the Listing Statement;

“**Blueberries Common Shares**” means the common shares in the capital of Blueberries;

“Blueberries Disclosure Schedule” means the disclosure schedule attached as Schedule “B” to this Agreement;

“Blueberries Dissent Procedures” means the dissent procedures provided to Blueberries Shareholders pursuant to section 185 of the OBCA;

“Blueberries Dissenting Shareholder” means a registered Blueberries Shareholder who dissents in respect of the Amalgamation in strict compliance with the Blueberries Dissent Procedures;

“Blueberries Financial Statements” means the means the audited consolidated financial statements of Blueberries for the period from incorporation (September 5, 2018) to September 30, 2018;

“Blueberries Finder Warrants” means the 2,466,100 finder warrants issued to a finder in connection with a non-brokered private placement on October 25, 2018, each of which shall entitle its holder to acquire one Resulting Issuer Unit at a price of \$0.25 for a period of 24 months following the Effective Date;

“Blueberries Material Adverse Effect” means a material adverse effect on (i) the business, assets, liabilities, condition (financial or otherwise), management, results of operations or shareholders’ equity of Blueberries and Blueberries SAS, taken as a whole, or (ii) the ability of Blueberries to complete the Business Combination and the Amalgamation; provided, however, that this will not include any fact, circumstance, event, change, effect, or occurrence: (A) relating to the global economy or securities markets in general; (B) relating to affecting the cannabis industry in general, including the promulgation of laws or regulations affecting cannabis, and which does not have a materially disproportionate effect on Blueberries and Blueberries SAS considered on a consolidated basis; (C) relating to changes in general economic conditions in Canada, Colombia or any country or region in the world, or changes in conditions in the global economy generally (to the extent that such effect has not had a disproportionate effect on Blueberries relative to other companies in the industries in which it carries on business); (D) relating to changes in conditions in the financial markets, credit markets or capital markets in Canada, Colombia or any other country or region in the world; (E) relating to changes in political conditions in Canada, Colombia or any other country or region in the world (to the extent that such effect has not had a disproportionate impact on Blueberries relative to other companies in the industries in which Blueberries carries on business); (F) relating to acts of war, sabotage or terrorism (including any escalation or general worsening of any such acts of war, sabotage or terrorism) in Canada, Colombia or any other country or region in the world (to the extent such effect has not had a disproportionate impact on Blueberries relative to other companies in the industries in which Blueberries carries on business); (G) relating to earthquakes, hurricanes, tsunamis, tornadoes, floods, mudslides, wild fires or other natural disasters, weather conditions and other force majeure events in Canada, Colombia or any other country or region in the world (to the extent such effect has not had a disproportionate impact on Blueberries relative to other companies in the industries in which Blueberries carries on business); (H) relating to the announcement of this Agreement or the pendency of consummation of the transactions contemplated hereby; (I) relating to compliance with the terms of, or the taking of any action required or contemplated by, this Agreement or the failure to take any action prohibited by this Agreement; (J) relating to any actions or failure to take action, in each case, to which CDN M has in writing expressly approved, consented to or requested; or (K) relating to changes in law or other legal or regulatory conditions (or the interpretation thereof) (to the extent such change has not had a disproportionate impact on Blueberries relative to other companies in the industries in which Blueberries carries on business);

“Blueberries Material Contracts” means (i) every Contract to which Blueberries or Blueberries SAS is a party requiring payment by or to Blueberries or Blueberries SAS of an amount in any one year in the aggregate of \$200,000; (ii) every Contract to which Blueberries or Blueberries SAS is a party that has or would reasonably be expected to have any material direct or indirect effect (by license, assignment or otherwise) on the Assets or the Blueberries Business; and (iii) every Contract to which Blueberries or Blueberries SAS is a party with any directors, officers, shareholders, consultants or key employees of Blueberries or Blueberries SAS, but excluding employment contracts;

“Blueberries Ordinary Course” means, with respect to any actions taken by Blueberries or Blueberries SAS, as applicable, that such action is consistent in carrying out the Blueberries Business;

“Blueberries Private Placement” means the non-brokered private placement of 35,230,000 Blueberries Subscription Receipts at a price of \$0.25 per Blueberries Subscription Receipt for aggregate gross proceeds of \$8,807,500, completed in tranches on October 18, 19, 23 and 25, 2018;

“Blueberries SAS” means Blueberries S.A.S., a company incorporated under the laws of the Republic of Colombia, being the wholly-owned and sole subsidiary of Blueberries;

“Blueberries Seed Financing” means the non-brokered private placement of 7,000,000 Blueberries Shares at a price of \$0.05 per Blueberries Common Share for aggregate gross proceeds of \$350,000, completed on October 10, 2018;

“Blueberries Shareholder Approval” has the meaning set forth in Section 6.05(c);

“Blueberries Subscription Receipts” means the subscription receipts issued or to be issued by Blueberries pursuant to the Blueberries Private Placement, each of which shall entitle its holder to acquire, upon the satisfaction of the Escrow Release Conditions and for no additional consideration or effort on the part of the holder thereof, one unit of CDNM, which in turn will be exchanged for one Resulting Issuer Unit;

“Board Change” means the appointment of the new members to the board of directors of the Resulting Issuer;

“Business Combination” means the business combination among CDNM, Subco and Blueberries pursuant to which, among other things, Blueberries Shareholders will receive CDNM Shares on the basis of one CDNM Share for each one Blueberries Common Share held and CDNM will become the parent company of Amalco;

“Business Day” means a day other than a Saturday, Sunday or statutory holiday in Toronto, Ontario;

“Canadian Jurisdictions” means each of the provinces of British Columbia, Alberta and Ontario;

“Canadian Securities Laws” means all applicable securities Laws in each of the Canadian Jurisdictions and the respective rules and regulations made thereunder, together with applicable published policy statements, instruments, orders and rulings of the securities regulatory authorities in such provinces having the force of law;

“CDNM” means CDN MSolar Corp., a corporation incorporated under the BCBCA;

“**CDNM Circular**” means the management information circular of CDNM to be provided to the CDNM Shareholders in respect of the election of directors, appointment of auditors, the Board Change, the Compensation Plan and the other matters (if any) to be considered at the CDNM Meeting;

“**CDNM Disclosure Schedule**” means the disclosure schedule attached as Schedule “C” to this Agreement;

“**CDNM Financial Statements**” means the audited financial statements of CDNM for the years ended March 31, 2016, 2017 and 2018;

“**CDNM Material Adverse Effect**” means a material adverse effect on (i) the business, assets, liabilities, condition (financial or otherwise), management, results of operations or shareholders’ equity of CDNM, or (ii) the ability of Subco to complete the Amalgamation, or (iii) the ability of CDNM to complete the Amalgamation and the Business Combination; provided, however, that this will not include any fact, circumstance, event, change, effect, or occurrence relating to: (A) the global economy or securities markets in general; (B) changes in general economic conditions in Canada or any country or region in the world, or changes in conditions in the global economy generally; (C) changes in conditions in the financial markets, credit markets or capital markets in Canada or any other country or region in the world; (D) changes in political conditions in Canada or any other country or region in the world; (E) acts of war, sabotage or terrorism (including any escalation or general worsening of any such acts of war, sabotage or terrorism) in Canada or any other country or region in the world; (F) earthquakes, hurricanes, tsunamis, tornadoes, floods, mudslides, wild fires or other natural disasters, weather conditions and other force majeure events in Canada or any other country or region in the world; (G) the announcement of this Agreement or the pendency of consummation of the transactions contemplated hereby; (H) compliance with the terms of, or the taking of any action required or contemplated by, this Agreement or the failure to take any action prohibited by this Agreement; (I) any actions or failure to take action, in each case, to which Blueberries has in writing expressly approved, consented to or requested; or (J) changes in law or other legal or regulatory conditions (or the interpretation thereof);

“**CDMN Meeting**” means the annual and special meeting of the holders of CDNM Shares to be held to approve, among any other items of business, the election of directors, appointment of auditors, the Board Change and the Compensation Plan, and any and all adjournments or postponements of such meeting;

“**CDNM Name Change**” means the change of CDNM’s name to “Blueberries Medical Corp.”, or such other name as is acceptable to Blueberries and the Director;

“**CDNM Ordinary Course**” means, with respect to any actions taken by CDNM, that such action is consistent with past practices in accordance with the policies of the CSE;

“**CDNM Shareholder Approval**” means the approval by at least 50% plus one of the CDNM Shareholders of the Business Combination by written consent resolution;

“**CDNM Shares**” means common shares in the capital of CDNM;

“**CDNM Warrants**” means the \$0.40 share purchase warrants of CDNM issuable upon conversion of the Subscription Receipts;

“**Colombian Licenses**” means: (i) license No.0247 dated March 15, 2018, by means of which the Colombian Ministry of Justice and the Laws of the Republic of Colombia granted Blueberries SAS the license to cultivate and grow non-psychoactive cannabis in Colombia, and to produce grain and seeds for cultivation, manufacture of derivative products and industrial purposes; (ii) license No. 1090 dated October 24, 2018, by means of which the Colombian Ministry of Justice and the Laws of the Republic of Colombia granted Blueberries SAS the license to cultivate and grow psychoactive cannabis in Colombia; and (iii) license No. 3463 dated August 17, 2018, by means of which the Colombian Ministry of Justice and the Laws of the Republic of Colombia granted Blueberries SAS the license to manufacture, produce, commercialize and export psychoactive and non-psychoactive cannabis derivatives;

“**Compelled Disclosure**” has the meaning set out in Section 6.03(d)(ii);

“**Compensation Plan**” means the stock and incentive compensation plan of the Resulting Issuer;

“**Confidential Information**” has the meaning set out in Section 6.03(a);

“**Constituting Documents**” means, in respect of a body corporate, the articles and the by-laws, or other charter documents, together with any amendments thereto or replacements thereof;

“**Contaminants**” means any radioactive materials, asbestos materials, urea formaldehyde, hydrocarbon contaminants, underground or above-ground tanks, pollutants, contaminants, deleterious substances, dangerous substances or goods, hazardous, corrosive, or toxic substances, special waste or waste of any kind, or any other substance, the storage, manufacture, disposal, treatment, generation, use, transport, remediation, or Release into the environment which is prohibited, controlled, or regulated under Environmental Laws;

“**Contract**” means any agreement, contract, licence, undertaking, option, engagement, or commitment of any nature, written or oral, including any: (i) lease of personal property, (ii) unfilled purchase order, (iii) forward commitment for supplies or materials or other forward contract, (iv) derivative contract and (v) restrictive agreement or negative covenant agreement;

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

“**Director**” means the Director appointed under the OBCA or the BCBCA, as the case may be;

“**Disclosing Party**” has the meaning set out in Section 6.03(a);

“**Dissent Rights**” mean the rights of the Blueberries Dissenting Shareholders to dissent under section 185 of the OBCA with respect to the Amalgamation;

“**Effective Date**” means the effective date set forth in the certificate of amalgamation issued pursuant to the OBCA in respect of the Amalgamation;

“**Effective Time**” means the earliest moment on the Effective Date;

“**Employee Plans**” means, with respect to a party to this Agreement (the “**Applicable Party**”), all employee benefit, fringe benefit, supplemental unemployment benefit, bonus, incentive, profit sharing, termination, change of control, pension, retirement, stock option, stock purchase, stock appreciation, stock award, health, welfare, medical, dental, disability, life insurance and similar plans, programmes, arrangements or practices relating to the current or former directors, officers, or

employees of the Applicable Party and its Subsidiaries, maintained, funded or sponsored or required to be contributed to by the Applicable Party or a Subsidiary thereof, whether written or oral, funded or unfunded, insured or self-insured, registered or unregistered, under which the Applicable Party or a Subsidiary thereof may have or would be reasonably expected to have any material Liability, contingent or otherwise, except for any statutory plans to which the Applicable Party or any of its Subsidiaries is obliged to contribute or comply with including the Canada/Québec Pension Plan, or plans administered pursuant to applicable federal or provincial health, worker's compensation or employment insurance legislation;

"Encumbrance" means any mortgage, charge, pledge, hypothecation, security interest, assignment, lien (statutory or otherwise), title retention agreement or arrangement, restrictive covenant or other encumbrance of any nature or any other arrangement or condition that, in substance secures payment or performance of an obligation;

"Environmental Laws" has the meaning set out in Section 3.29;

"Escrow Agreement" means the escrow agreement to be entered into between Blueberries, CDN M and Marrelli Escrow Services Inc, acting in its capacity as escrow agent, in connection with the Blueberries Private Placement, as the same may be amended or modified from time to time;

"Escrow Release Conditions" means: (a) the completion of the Transactions, including, without limitation, the receipt of all required shareholder and regulatory approvals required in connection with the Transactions, and the conditional approval of the CSE for the listing of the Resulting Issuer Shares; and (b) CDN M and Blueberries having delivered a direction to the Marrelli Escrow Services Inc. confirming that the conditions set forth in item (a) above have been met or waived;

"Governmental Authority" means (i) any international, multinational, national, federal, provincial, state, municipal, local or other government or governmental or public ministry, department, court, commission, board, bureau, agency or instrumentality, domestic or foreign, (ii) any subdivision or authority of any of the foregoing, (iii) any quasi-governmental body exercising any regulatory, expropriation or taxing authority, or (iv) any stock exchange or securities market;

"Governmental Charges" means all Taxes, customs, duties, rates, levies, assessments, reassessments and other charges, unemployment insurance contributions, pension plan contributions and any deductions or other amounts which a person is required by Law or Contract to pay, deduct, withhold, collect or remit to any Governmental Authority or other entities entitled to receive payment of such amounts, together with all penalties, interest and fines with respect thereto, payable to any Governmental Authority;

"IFRS" means International Financial Reporting Standards as issued by the International Accounting Standards Board and as adopted by the Canadian Institute of Chartered Accountants;

"Intellectual Property" has the meaning set out in Section 3.23(a);

"knowledge of Blueberries" means the actual knowledge of the Chief Executive Officer or the Chief Operating Officer of Blueberries and Blueberries SAS;

"knowledge of CDN M" means the actual knowledge of the Chief Executive Officer or the President of CDN M;

“**Laws**” means all laws, by-laws, rules, regulations, orders, ordinances, protocols, codes, instruments, policies, notices, directions and judgments or other requirements having the force of law of any Governmental Authority having jurisdiction over the matter or Person then being referred to;

“**Leased Real Property**” means lands or premises which are used by Blueberries or Blueberries SAS, as applicable and which are leased, subleased, licensed to or otherwise occupied by them;

“**Letter of Intent**” means the letter of intent dated September 5, 2018 between CDN M and Blueberries with respect to, among other things, the Business Combination;

“**Liability**” of any Person means (i) any right against such Person to payment, whether or not such right is reduced to judgment, and whether or not the amount is liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured; (ii) any right against such Person to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to any equitable remedy is reduced to judgment, and whether or not the amount is fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured; and (iii) any obligation of such Person for the performance of any covenant or agreement (whether for the payment of money or otherwise);

“**Listing Statement**” means the listing statement to be prepared by CDN M in accordance with CSE Form 2A in respect of the Business Combination;

“**Losses**”, in respect of any matter, means all claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs and expenses (including, without limitation, all legal and other professional fees and disbursements, interest, penalties and amounts paid in settlement) arising directly or indirectly as a consequence of such matter;

“**OBCA**” means the *Business Corporations Act* (Ontario), as amended;

“**Owned Intellectual Property**” has the meaning given to it in Section 3.23(c);

“**Owned Real Property**” means real property owned by Blueberries or Blueberries SAS, as applicable, and real property, other than Leased Real Property, in which Blueberries or Blueberries SAS, as applicable, have an ownership interest;

“**Permitted Encumbrances**” means (i) Encumbrances for Taxes not yet due and delinquent; (ii) inchoate or statutory Encumbrances of contractors, subcontractors, mechanics, workers, suppliers, materialmen, carriers and others in respect of the construction, maintenance, repair or operation of the Assets, provided that such Encumbrances are related to obligations not due or delinquent and in respect of which adequate holdbacks are being maintained as required by Law; (iii) the right reserved to or vested in any Governmental Authority by any statutory provision or by the terms of any lease, licence, franchise, grant or permit of Blueberries, to terminate any such lease, licence, franchise, grant or permit, or to require annual or other payments as a condition of their continuance; and (iv) Encumbrances listed and described in Section 3.02 of the Blueberries Disclosure Schedule;

“**Person**” means any corporation, partnership, limited liability company or partnership, joint venture, trust, unincorporated association or organization, business, enterprise or other entity; any individual; and any government;

“**Public Record**” means all information filed or to be filed by or on behalf of CDN M prior to the earlier of the Effective Date or the termination of this Agreement with any securities commission or

regulatory authority in compliance, or intended compliance, with the continuous disclosure obligations applicable to a reporting issuer under applicable Laws;

“**Real Property Leases**” means contracts pursuant to which Blueberries or Blueberries SAS, as applicable, uses or occupies the Leased Real Property;

“**Recipient**” has the meaning set out in Section 6.03(a);

“**Release**” includes any release, spill, leak, pumping, pouring, emission, emptying, discharge, injection, escape, leaching, migration, disposal or dumping;

“**Replacement Finder Warrants**” means the finder warrants to purchase Resulting Issuer Shares to be issued by the Resulting Issuer in exchange for the outstanding Blueberries Finder Warrants upon the completion of the Business Combination in accordance with this Agreement;

“**Representatives**” has the meaning set out in Section 6.03(a);

“**Resulting Issuer**” means CDN M at the Effective Date which, following completion of the Transactions, will be a medicinal cannabis producer operating on the basis of the Colombian Licenses and renamed “Blueberries Medical Corp.” or such other similar name as may be accepted by the relevant regulatory authorities and approved by its board of directors;

“**Resulting Issuer Shares**” means common shares in the capital of the Resulting Issuer;

“**Resulting Issuer Unit**” means a unit of the Resulting Issuer, each consisting of one Resulting Issuer Share and one-half of one Resulting Issuer Warrant.

“**Resulting Issuer Warrants**” means the Resulting Issuer Share purchase warrants, each of which shall entitle the holder to acquire one Resulting Issuer at a price of \$0.40 per Resulting Issuer Share for period of 24 months from the Effective Date;

“**Seed License Application**” means the application made on September 27, 2018 by Blueberries SAS for the registration before the Colombian Ministry of Agriculture of certain strains of seeds developed by Blueberries SAS;

“**Subco**” means 2663895 Ontario Inc., a corporation incorporated under the OBCA and a wholly-owned subsidiary of CDN M;

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

“**Subsidiary**” means, with respect to a specified body corporate, any body corporate of which the specified body corporate is entitled to elect a majority of the directors thereof or over which the specified body corporate holds more than 50% of the votes for the directors thereof and will include any body corporate, partnership, joint venture or other person (other than an individual) over which such specified body corporate exercises direction or control or which is in a like relation to such a body corporate;

“**Tax**” or “**Taxes**” means, in relation to any person, any and all taxes, whether or not referred to as taxes, (including any and all fines, interest and penalties in respect thereof) of any nature imposed, levied, withheld or assessed on or with respect to the income, profits, gross receipts, sales, capital, assets, real property, personal property, production, employees, payroll, benefit payments, purchases,

payments, receipts or gains of such person (including, without limitation, any federal or state income, franchise or sales taxes, corporation capital tax, customs or excise duties or municipal license fees, withholding tax and any taxes and other deductions required to be paid or withheld from any payment made to any person) by Canada or any province thereof, the United States of America or any political subdivision or taxing authority thereof or therein, or by any other country or any political subdivision or taxing authority thereof or therein;

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

“**Tax Returns**” means all returns, declarations, reports, information returns and statements filed or required to be filed by any taxing authority relating to Taxes;

“**Transactions**” means the transactions contemplated by, or in relation to, this Agreement including the Blueberries Private Placement, the Amalgamation and the Business Combination;

“**United States**” means the United States of America, its territories and possessions, any state of the United States and the District of Columbia;

“**U.S. Person**” means a “U.S. person” as defined in Regulation S under the U.S. Securities Act; and

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

1.02 **Headings**

The division of this Agreement into Articles and Sections and the insertion of a table of contents and headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement. The terms “hereof”, “hereunder” and similar expressions refer to this Agreement and not to any particular Article, Section or other portion hereof. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles, Sections and Schedules are to Articles and Sections of and Schedules to this Agreement.

1.03 **Extended Meanings**

In this Agreement, words importing the singular number only include the plural and vice versa, words importing any gender include all genders and words importing persons include individuals, corporations, limited and unlimited liability companies, general and limited partnerships, associations, trusts, unincorporated organizations, joint ventures and Governmental Authorities. The term “including” means “including without limiting the generality of the foregoing”.

1.04 **Statutory References**

In this Agreement, unless something in the subject matter or context is inconsistent therewith or unless otherwise herein provided, a reference to any statute is to that statute as now enacted or as the same may from time to time be amended, re-enacted or replaced and includes any regulations made thereunder.

1.05 **Accounting Principles**

Wherever in this Agreement reference is made to a calculation to be made or an action to be taken in accordance with generally accepted accounting principles, such reference will be deemed to be to the generally accepted accounting principles from time to time approved by the Canadian Institute of Chartered

Accountants, or any successor institute, applicable as at the date on which such calculation or action is made or taken or required to be made or taken.

1.06 **Currency**

All references to currency herein are to lawful money of Canada.

1.07 **Schedules**

The following are the Schedules to this Agreement:

- Schedule “A” - Amalgamation Agreement
- Schedule “B” - Blueberries Disclosure Schedule
- Schedule “C” - CDN M Disclosure Schedule
- Schedule “D” - Approved Expenditures of Blueberries

ARTICLE 2
BUSINESS COMBINATION

2.01 **Business Combination**

(a) CDN M and Blueberries agree to effect the combination of their respective businesses and assets by way of a “three-cornered amalgamation” among CDN M, Subco and Blueberries.

(b) As soon as reasonably practicable following the execution and delivery of this Agreement: (i) Blueberries shall prepare and circulate a form of written consent resolution for the purpose of obtaining the approval of Blueberries shareholders (the “**Blueberries Written Consent**”) for the purpose of approving, among other things, the Amalgamation, in accordance with Blueberries’ articles and applicable Law, as soon as reasonably practicable, and shall use its best efforts to obtain the Blueberries Written Consent in any event, no later than the Effective Date; (ii) CDN M shall call and hold the CDN M Meeting for the purpose of approving, among other things, the election of directors, appointment of auditors, the Board Change and the Compensation Plan, and shall prepare and mail the CDN M Circular to the CDN M Shareholders; and (iii) CDN M shall prepare and circulate a form of written consent resolution for the purpose of obtaining the CDN M Shareholder Approval in accordance with CDN M’s articles and applicable Law, as soon as reasonably practicable, and shall use its best efforts to obtain the CDN M Shareholder Approval in any event, no later than the date of the CDN M Meeting.

(c) As soon as reasonably practicable following receipt of the CDN M Shareholder Approval and the approval of the Amalgamation by the Blueberries Shareholders, CDN M shall pass a special resolution, as sole shareholder of Subco, approving the Amalgamation.

(d) As soon as reasonably practicable following receipt of the conditional approval of the Transactions by the CSE and the filing of the Listing Statement on CDN M’s issuer profile on www.these.com, CDN M shall prepare and circulate a form of written consent resolution for the purpose of obtaining the approval of CDN M shareholders (the “**CDN M Written Consent**”) for the Business Combination, in accordance with the policies of the CSE, as soon as reasonably practicable, and shall use its best efforts to obtain the CDN M Written Consent in any event, no later than the Effective Date.

(e) Upon the approval of the Amalgamation by the Blueberries Shareholders and subject to approval by the CSE, Blueberries and Subco will amalgamate, pursuant to the provisions of the OBCA, by jointly completing and filing Articles of Amalgamation with the Director, and shall continue as one corporation (“**Amalco**”) effective at the Effective Time, giving effect to the Amalgamation, subject to the terms of the Amalgamation Agreement, the form of which is set forth in Schedule “A” attached hereto.

(f) At the Effective Time and as a result of the Amalgamation:

- (i) each holder of Blueberries Common Shares (other than Blueberries Dissenting Shareholders described in Section 2.01(h)) shall receive one fully paid and non-assessable CDN Share for each Blueberries Common Share held, following which all such Blueberries Common Shares shall be cancelled;
- (ii) CDN shall receive one fully paid and non-assessable Amalco Share for each one Subco Share held by CDN, following which all such Subco Shares shall be cancelled;
- (iii) in consideration of the issuance of CDN Shares pursuant to paragraph 2.01(f)(i), Amalco shall issue to CDN one Amalco Share for each CDN Share issued;
- (iv) CDN shall add to the stated capital maintained in respect of the CDN Shares an amount equal to the aggregate paid-up capital for purposes of the Tax Act of the Blueberries Common Shares immediately prior to the Effective Time (less the paid-up capital of any Blueberries Common Shares held by dissenting Blueberries Shareholders who do not exchange their Blueberries Common Shares for CDN Shares on the Amalgamation);
- (v) Amalco shall add to the stated capital maintained in respect of the Amalco Shares an amount such that the stated capital of the Amalco Shares shall be equal to the aggregate paid-up capital for purposes of the Tax Act of the CDN Shares and Blueberries Common Shares immediately prior to the Effective Time;
- (vi) no fractional CDN Shares will be issuable to shareholders of Blueberries pursuant to the Amalgamation and no cash payment or other form of consideration will be payable in lieu thereof. In the event that a former holder of Blueberries Shares is entitled to receive a fractional CDN Share, any such fractional CDN Share interest to which a shareholder of Blueberries would otherwise be entitled to pursuant to the Amalgamation will be rounded down to the nearest whole CDN Share;
- (vii) CDN shall be entitled to deduct and withhold from any consideration otherwise payable pursuant to the transactions contemplated by this Agreement to any holder of Blueberries Common Shares such amounts as it determines are required or permitted to be deducted and withheld with respect to such payment under the Tax Act or any provision of provincial, state, local or foreign tax law, in each case as amended; to the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes hereof as having been paid to the holder of the Blueberries Common Shares in respect of which such deduction and withholding was made, provided that such withheld amounts are actually remitted to the appropriate taxing authority; and

(viii) Amalco will become a wholly-owned subsidiary of CDNМ.

(g) At the Effective Time:

- (i) subject to subsection 2.01(f), the registered holders of Blueberries Common Shares shall become the registered holders of the CDNМ Shares to which they are entitled, calculated in accordance with the provisions hereof, which in turn shall become Resulting Issuer Shares upon completion of the CDNМ Name Change, and the holders of share certificates representing such Blueberries Common Shares may surrender such certificates to counsel to CDNМ and, upon such surrender, shall be entitled to receive and, as soon as reasonably practicable following the Effective Time, shall receive share certificates or direct registration advices representing the number of Resulting Issuer Shares to which they are so entitled;
- (ii) CDNМ shall become the registered holder of the Amalco Shares to which it is entitled, calculated in accordance with the provisions hereof, and shall be entitled to receive a share certificate representing the number of Amalco Shares to which it is entitled, calculated in accordance with the provisions hereof.

(h) At the Effective Time, the Blueberries Subscription Receipts shall automatically convert into CDNМ Shares and Warrants, and the registered holders of Blueberries Subscription Receipts shall become the registered holders of the CDNМ Shares and the CDNМ Warrants to which they are entitled, calculated in accordance with the provisions hereof, which in turn shall become Resulting Issuer Shares and Resulting Issuer Warrants upon the completion of the CDNМ Name Change, and, as soon as reasonably practicable following the Effective Time, former holders of Blueberries Subscription Receipts shall receive certificates or direct registration advices representing the number of Resulting Issuer Shares and Resulting Issuer Warrants to which they are so entitled.

(i) At the Effective Time, the Blueberries Finders' Warrants shall automatically convert into finders' warrants of CDNМ, which in turn shall become finders' warrants of the Resulting Issuer upon the completion of the CDNМ Name Change

(j) At the Effective Time, each Blueberries Common Share held by a Blueberries Dissenting Shareholder shall be deemed to be transferred by the holder thereof, without any further act or formality on its part, free and clear of any Encumbrance, to Amalco, and Amalco shall thereupon be obliged to pay the amount therefor determined and payable in accordance with Section 2.02 hereof, the name of such holder shall be removed from the central securities register as a holder of Blueberries Common Shares and such Blueberries Dissenting Shareholder will cease to have any rights as a Blueberries Shareholder, other than the right to be paid the fair value of its Blueberries Common Shares in accordance with Section 2.02.

(k) If a Blueberries Dissenting Shareholder fails to perfect or effectively withdraws its claim under section 185 of the OBCA or forfeits its right to make a claim under section 185 of the OBCA or if its rights as a Blueberries Shareholder are otherwise reinstated, such holder's Blueberries Common Shares shall thereupon be deemed to have been exchanged as of the Effective Time as prescribed by paragraph 2.01(f)(i).

(l) Upon the approval of the resolutions of the directors of CDNМ authorizing the CDNМ Name Change in accordance with the requirements of the BCBCA and immediately following the Effective Time, CDNМ shall complete and file Articles of Amendment, in the prescribed form, giving effect to the CDNМ Name Change upon and subject to the terms of this Agreement.

(m) Upon the CDN Name Change coming into effect, the CDN Shares and CDN Warrants shall automatically be exchanged for Resulting Issuer Shares and Resulting Issuer Warrants, respectively.

(n) CDN Shares will only be issued to U.S. Persons that are Accredited Investors and shall be “restricted securities” as defined in Rule 144(a)(3) of the U.S. Securities Act and shall bear a legend in customary form restricting re-sale and transfer without registration under the U.S. Securities Act unless pursuant to an available exemption from registration under the U.S. Securities Act.

(o) Upon completion of the Business Combination, and unless a regulatory hold period is imposed by the CSE, 56,000,000 Resulting Issuer Shares to be issued to former holders of 56,000,000 Blueberries Common Shares (issued on October 3, 2018) will be subject to a contractual hold period of 12 months to be released in equal tranches of 25% on the dates that are three (3), six (6), nine (9) and 12 months after the completion of the Business Combination, respectively, and 7,000,000 Resulting Issuer Shares to be issued to former holders of 7,000,000 Blueberries Common Shares (issued on October 10, 2018) will be subject to a contractual hold period of three (3) months, with 10% of such Resulting Issuer Shares to be released upon completion of the Business Combination, and the remainder to be released in equal tranches of one-third on the dates that are one (1), two (2), and three (3) months after the completion of the Business Combination, respectively.

2.02 Dissent Rights

Registered Blueberries Shareholders may exercise rights of dissent (“**Dissent Rights**”) from the Amalgamation pursuant to, and in the manner set forth under, section 185 of the OBCA, provided that holders who exercise such rights of dissent and who:

- (a) are ultimately entitled to be paid fair value for their Blueberries Common Shares, which fair value shall be the fair value of such shares as at the close of business on the day prior to the Blueberries Meeting, shall be paid an amount equal to such fair value by Amalco; and
- (b) are ultimately not entitled, for any reason, to be paid fair value for their Blueberries Common Shares shall be deemed to have participated in the Amalgamation, as of the Effective Time, on the same basis as a non-dissenting holder of Blueberries Common Shares and shall be entitled to receive only the consideration contemplated in subsection 2.01(f)(i) hereof that such holder would have received pursuant to the Amalgamation if such holder had not exercised Dissent Rights;

but in no case shall CDN, Subco, Blueberries or any other Person be required to recognize holders of Blueberries Common Shares who exercise Dissent Rights as holders of Blueberries Common Shares after the time that is immediately prior to the Effective Time, and the names of such holders of Blueberries Common Shares who exercise Dissent Rights shall be deleted from the register of Blueberries Shareholders at the Effective Time. In no circumstances shall CDN, Subco, Blueberries or any other Person be required to recognize a Person exercising Dissent Rights unless such Person is a registered holder of Blueberries Common Shares in respect of which such Dissent Rights are sought to be exercised. A registered holder of Blueberries Common Shares is not entitled to exercise Dissent Rights with respect to Blueberries Common Shares if such holder votes (or instructs, or is deemed, by submission of any incomplete proxy, to have instructed his, her or its proxyholder to vote) in favour of the resolution approving the Amalgamation at the Blueberries Meeting.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES OF BLUEBERRIES

Blueberries represents and warrants to CDN M as follows except as set forth in the Blueberries Disclosure Schedule and acknowledges and confirms that CDN M is relying on such representations and warranties in connection with its entering into this Agreement.

3.01 **Incorporation and Registration**

Each of Blueberries and Blueberries SAS is a corporation duly incorporated and validly existing under the Laws of its jurisdiction of incorporation and each has all necessary corporate power, authority and capacity to own its property and assets and to carry on its business as currently conducted, except where the failure to have such power, authority and capacity would not reasonably be expected to have a Blueberries Material Adverse Effect. Neither the nature of its activities or the Blueberries Business nor the location or character of the Assets owned, operated or leased by Blueberries or Blueberries SAS require Blueberries or Blueberries SAS to be registered, licensed or otherwise qualified as a foreign corporation or to be in good standing in any jurisdiction other than the jurisdictions where it is so registered, licensed or qualified, except where the failure to be so registered, licensed or qualified or remain in good standing would not reasonably be expected to have a Blueberries Material Adverse Effect. No proceedings have been instituted or are pending for the dissolution or liquidation of Blueberries or Blueberries SAS.

3.02 **Subsidiary**

The only subsidiary of Blueberries is Blueberries SAS. Except for Blueberries SAS, Blueberries does not have any interest in any body corporate, partnership, joint ventures or other entity or person. Neither Blueberries nor Blueberries SAS is a party to any agreement, option or commitment to acquire any shares or securities of any body corporate, partnership, trust, joint venture or other entity or person other than in connection with the Business Combination. Blueberries is the sole registered holder and beneficial owner of 100% of the issued and outstanding shares in the capital of Blueberries SAS free and clear of all Encumbrances, claims or demands of any kind whatsoever other than Permitted Encumbrances. All of such shares and securities have been fully authorized and validly issued and in the case of shares are outstanding as fully paid and non-assessable shares. No other securities of Blueberries SAS are issued and outstanding.

3.03 **Bankruptcy, etc.**

No bankruptcy, insolvency or receivership proceedings have been instituted by Blueberries or Blueberries SAS or, to the knowledge of Blueberries, are pending against Blueberries or Blueberries SAS and each of Blueberries and Blueberries SAS is, in the Blueberries Ordinary Course, able to pay its debts and other obligations as they become due.

3.04 **Due Authorization, etc.**

Subject to the requisite shareholder approvals, (i) Blueberries has all necessary corporate power, capacity and authority to enter into this Agreement and to carry out its obligations under this Agreement and to undertake the Business Combination, and (ii) this Agreement has been duly authorized, executed and delivered by Blueberries and constitutes a valid and binding obligation of Blueberries enforceable against it in accordance with its terms, subject to limitations with respect to enforcement imposed by Law in connection with bankruptcy or similar proceedings and to the extent that equitable remedies such as specific performance and injunctions are in the discretion of the court from which they are sought.

3.05 **Ancillary Documents**

Each of the Ancillary Documents has been, or will be at the Effective Time, duly authorized, executed and delivered by Blueberries and constitutes, or will constitute, a valid and binding obligation of Blueberries enforceable against it in accordance with its terms, subject to limitations with respect to enforcement imposed by Law in connection with bankruptcy or similar proceedings and to the extent that equitable remedies such as specific performance and injunctions are in the discretion of the court from which they are sought.

3.06 **Absence of Conflict**

The entering into, and the performance by Blueberries of the transactions contemplated in, this Agreement:

- (a) do not and will not require any consent, permit, approval, Authorization or order of any Governmental Authority, except that which may be required under applicable securities legislation or the rules of the CSE and any approval or authorization under the OBCA for the Business Combination and the Amalgamation;
- (b) do not and will not contravene any applicable Laws or any rule or regulation of any Governmental Authority which is binding on Blueberries, where such contravention would reasonably be expected to have a Blueberries Material Adverse Effect; and
- (c) does not and will not violate, result in the breach of, or be in conflict with, or constitute a default under, or create a state of facts which, after notice or lapse of time, or both, would constitute a default under any term or provision of (i) the Constatng Documents of Blueberries or Blueberries SAS, or any resolution of the directors or shareholders of Blueberries or Blueberries SAS, or (ii) any Contract to which Blueberries or Blueberries SAS is a party or by which the Assets or the Blueberries Business is bound or affected, or (iii) any judgment, decree or order or any term or provision thereof applicable to Blueberries or Blueberries SAS or any of the Assets or the Blueberries Business, which breach, conflict or default would reasonably be expected to have a Blueberries Material Adverse Effect or to result in the creation of any Encumbrance upon any of the Assets.

3.07 **Capital Stock**

The authorized capital of Blueberries consists of an unlimited number of common shares of which 64,000,000 Blueberries Common Shares are issued and outstanding as at the date hereof. All of the issued shares of Blueberries have been duly and validly issued in compliance with applicable Law and are outstanding as fully paid and non-assessable shares in the capital of Blueberries, and an unlimited number of preferred shares, issuable in series, of which no preferred shares have been issued as at the date hereof.

3.08 **Options and Other Convertible Securities**

Except for (i) the issuance of 35,230,000 Blueberries Subscription Receipts and 2,466,100 Blueberries Finder Warrants pursuant to the Blueberries Private Placement, no person has or will have any right, agreement, warrant or option, present or future, contingent or absolute, or any right capable of becoming a right, agreement or option, for the purchase from Blueberries or Blueberries SAS of any interest in any of the outstanding shares or securities of Blueberries or Blueberries SAS, or for the issue or allotment of any unissued shares in the capital of Blueberries or Blueberries SAS or any other security directly or indirectly convertible into or exchangeable for such shares in the capital of Blueberries or Blueberries SAS.

3.09 **No Pre-Emptive Rights**

No holder of securities of Blueberries is entitled to any pre-emptive or similar right to subscribe for securities of Blueberries.

3.10 **No Shareholders/Voting Agreement**

There are no shareholders' agreements or other agreements to which Blueberries is a party governing the voting, holding or sale of Blueberries Common Shares or shares of Blueberries SAS or the management of the affairs of Blueberries or Blueberries SAS, and Blueberries is not aware of any other such agreement to which Blueberries is not a party.

3.11 **Financial Statements**

The Blueberries Financial Statements have been prepared in accordance with IFRS applied on a basis consistent with that of preceding periods, and:

- (a) the balance sheets included in such Blueberries Financial Statements fairly present, in all material respects, the financial condition of Blueberries on the respective dates thereof; and
- (b) the statements of operations and deficit included in the Blueberries Financial Statements fairly present, in all material respects, the results of operations of Blueberries for the fiscal periods then ended.

3.12 **Absence of Changes**

Since October 31, 2018, there has not been any material adverse change in the Blueberries Business and the results of operations, financial condition, assets, properties, capital, liabilities (contingent or otherwise), cash flow or business operations of Blueberries or Blueberries SAS considered on a consolidated basis.

3.13 **Internal Controls Over Financial Reporting**

To the knowledge of Blueberries, prior to the date of this Agreement, there is no fraud, whether or not material, that involves management or other employees who have a significant role in Blueberries' internal control over financial reporting. Since September 30, 2018, and prior to the date of this Agreement, Blueberries has received no (x) material complaints from any source regarding accounting, internal accounting controls or auditing matters or (y) expressions of concern from employees of Blueberries regarding questionable accounting or auditing matters.

3.14 **Ordinary Course**

Since October 31, 2018, except for the transactions contemplated by this Agreement, the Blueberries Business has been carried on in the Blueberries Ordinary Course.

3.15 **No Restrictions on Activities**

Other than the requirements under applicable Colombian Laws, including but not limited to Law 1787 of 2016, Decree 780 of 2016, Decree 613 of 2017, Decree 1427 of 2017, Resolutions 577, 578 and 579 of 2017 issued by the Ministry of Justice and Laws of the Republic of Colombia, and Resolutions 2891 and 2892 of 2017 issued by the Ministry of Health and Social Protection of the Republic of Colombia that

apply to Blueberries SAS and as otherwise disclosed in the Blueberries Financial Statements, neither Blueberries nor Blueberries SAS is party to or bound or affected by any commitments, agreement or document containing any covenant which expressly limits the freedom of Blueberries or Blueberries SAS to compete in any line of business, or to use, transfer or move any of its Assets or operations, or which materially or adversely affects the business practices, operations or condition of Blueberries or Blueberries SAS, respectively, and taken as a whole.

3.16 **Licensed Cannabis Company**

Blueberries SAS is a licensed producer in the medical cannabis industry in the Republic of Colombia, under applicable Laws in the Republic of Colombia, authorizing Blueberries SAS to, among other things, grow, produce, sell, possess, process, ship, export, transport, deliver and destroy cannabis, dried cannabis and cannabis oil in the Republic of Colombia, and all operations of Blueberries SAS have been, and continue to be, conducted in compliance with all applicable Laws in the Republic of Colombia.

3.17 **Cannabis-Related Matters**

The execution and delivery of this Agreement and the performance of the transactions contemplated hereby do not and will not result in a breach of, and do not create a state of facts which, after notice or lapse of time or both, will result in a breach of applicable Colombian Laws related to cannabis or the licenses, permits, authorizations, certifications or consents issued to Blueberries SAS by any federal, departmental or municipal Governmental Authority in Colombia.

3.18 **Extent of Liabilities**

Other than expenses incurred in connection with the Business Combination and in the Blueberries Ordinary Course, Blueberries and Blueberries SAS have no Liabilities (accrued, absolute, contingent or otherwise), except as disclosed in the Blueberries Financial Statements.

3.19 **Non-Arm's Length Transactions**

Except as disclosed in the Blueberries Financial Statements:

(a) neither Blueberries nor Blueberries SAS has engaged in any transaction with, made any payment or loan to, or borrowed any monies from or is otherwise indebted to, any director, officer, employee or shareholder of Blueberries or Blueberries SAS or any other person with whom Blueberries or Blueberries SAS is not dealing at arm's length (within the meaning of the Tax Act) or any affiliate of any of the foregoing, except for amounts due as normal compensation or reimbursement of ordinary business expenses; and

(b) neither Blueberries nor Blueberries SAS is a party to any contract or agreement with any director, officer, employee or shareholder of Blueberries or Blueberries SAS or any other person with whom Blueberries or Blueberries SAS is not dealing at arm's length (within the meaning of the Tax Act) or any affiliate of any of the foregoing, other than employment agreements entered into in the Blueberries Ordinary Course.

3.20 **No Guarantees**

Neither Blueberries nor Blueberries SAS is bound by any Contract, assurance, bond, undertaking or guarantee under or pursuant to which it has guaranteed or endorsed the debts, obligations or Liabilities of any other person, except as disclosed in the Blueberries Financial Statements.

3.21 **Owned Real Property.**

The Owned Real Property of Blueberries and Blueberries SAS is accurately described in Schedule 3.21 of the Blueberries Disclosure Schedule.

3.22 **Leased Real Property.**

(a) the Leased Real Property of Blueberries or Blueberries SAS, as applicable, is accurately described in Schedule 3.22 of the Blueberries Disclosure Schedule;

(b) except as described in Schedule 3.22 of the Blueberries Disclosure Schedule, the Real Property Leases have not been altered or amended and are in full force and effect. There are no Contracts between the landlord and tenant, or sub-landlord and subtenant, or other relevant parties relating to the use and occupation of the Leased Real Property, other than as contained in the Real Property Leases; and

(c) each of Blueberries and Blueberries SAS has a good and valid leasehold interest in and to its Leased Real Property of which it is a tenant, free and clear of all Encumbrances.

3.23 **Intellectual Property**

- (a) Blueberries and Blueberries SAS own all rights in or have obtained valid and enforceable licenses or other rights to use, the patents, patent applications, inventions, copyrights, know how (including trade secrets and other proprietary or confidential information), trade-marks (both registered and unregistered), trade names or any other intellectual property (collectively, "**Intellectual Property**") necessary to carry on their respective businesses as currently carried on or proposed to be carried on, free and clear of all Encumbrances, except for Permitted Encumbrances.
- (b) To the knowledge of Blueberries, there are no third parties who have, or will be able to establish, rights (including any license) to any trade-mark applications, trade-mark registrations, patent applications or patents owned by Blueberries or Blueberries SAS (or rights in the subject matter of such trade-mark applications, trade-mark registrations, patent applications or patents) in such a manner that would reasonably be expected to have a Blueberries Material Adverse Effect.
- (c) Neither Blueberries nor Blueberries SAS has received any written notice of (i) any infringement by third parties of any Intellectual Property owned by Blueberries or Blueberries SAS ("**Owned Intellectual Property**"), (ii) any conflict with a third party whereby it is alleged that either Blueberries or Blueberries SAS infringes or otherwise violates any Intellectual Property of others, (iii) any conflict with a third party whereby Blueberries or Blueberries SAS' rights in or to any Owned Intellectual Property or the validity or scope of any Owned Intellectual Property is challenged, which infringement or conflict (if the subject of any unfavourable decision, ruling or finding) would reasonably be expected to have a Blueberries Material Adverse Effect.
- (d) Except in respect of Owned Intellectual Property that is not material to the business of Blueberries or Blueberries SAS as currently carried on or as proposed to be carried on, there is no application for registration of any Owned Intellectual Property with respect to which there has been a determination of unregistrability, and, to the knowledge of Blueberries, there are no facts which would form a reasonable basis for such determination.

- (e) To the knowledge of Blueberries, there is no Intellectual Property held by others that would prevent the development, manufacture, use, sale, lease, license and service of products now existing or under development by Blueberries or Blueberries SAS, other than those sourced from third parties.

3.24 **Assets**

- (a) The Blueberries Business is the only business carried on by Blueberries and Blueberries SAS. The Assets include all assets, rights, Authorizations and property necessary to conduct the Blueberries Business immediately after the Business Combination in the same manner it is currently conducted, except as would not reasonably be expected to have a Blueberries Material Adverse Effect.
- (b) Blueberries and Blueberries SAS have good and marketable title to all of the Assets, free and clear of any and all claims and Encumbrances whatsoever other than Permitted Encumbrances.
- (c) No person or other entity has any written or oral agreement, option, understanding or commitment, or any right or privilege capable of becoming such for the purchase or other acquisition from Blueberries or Blueberries SAS of any of the Assets.
- (d) The buildings, facilities, structures, infrastructure, equipment and other tangible personal property of Blueberries and Blueberries SAS are structurally sound, in good operating condition and repair having regard to their use and age and are adequate and suitable for the uses to which they are being put. To Blueberries' knowledge, other than in the Blueberries Ordinary Course, there are no material maintenance expenditures required to be made as of the date hereof that are necessary in order to maintain Blueberries' current operations.

3.25 **Colombian Licenses**

Each of Blueberries and Blueberries SAS has all requisite corporate capacity, power and authority, and possesses all material certificates, authority, permits and licenses issued by the appropriate federal, departmental, provincial or municipal regulatory agencies or bodies necessary to conduct the business as now conducted by Blueberries on a consolidated basis, and to own its assets, and is in compliance in all material respects with such certificates, authorities, permits or licenses. Neither Blueberries nor Blueberries SAS has received any notice of proceedings relating to the revocation or modification of any such certificate, authority, permit or license which, singly or in the aggregate, if the subject of an unfavourable decision, order, finding or ruling, would materially and adversely affect the conduct of the business, operations, financial condition, income or future prospects of Blueberries on a consolidated basis. Neither Blueberries nor Blueberries SAS knows of any claim or basis for any claim that might or could adversely affect the right thereof to use or otherwise exploit its rights under the Colombian Licenses and neither Blueberries nor Blueberries SAS has any responsibility or obligation to pay any commission, royalty, license, fee or similar payment to any person (other than mandatory payments to the appropriate state, departmental, provincial, municipal or federal regulatory agencies or bodies under the Colombian Licenses and applicable Colombian Laws) with respect thereto.

3.26 **Blueberries Material Contracts**

As at the date of this Agreement, all of the Blueberries Material Contracts are set out in Schedule 3.25 of the Blueberries Disclosure Schedule, all such Blueberries Material Contracts are valid and subsisting agreements, enforceable in accordance with their terms, and can be fulfilled and performed in all

material respects by Blueberries or Blueberries SAS in the Blueberries Ordinary Course. Each such Blueberries Material Contract is unamended since being made available to CDN, is in full force and effect, in good standing and no event of default has occurred and is continuing and no event has occurred which, with the giving of notice, the passing of time or both, would constitute an event of default by Blueberries or Blueberries SAS under any Blueberries Material Contract. To the knowledge of Blueberries, no event has occurred which, with the giving of notice, the lapse of time or both, would constitute an event of default by any other party to any such Blueberries Material Contract, none of Blueberries or Blueberries SAS is alleged to be in default of any of the provisions of such Blueberries Material Contracts, and Blueberries is not aware of any disputes with respect thereto.

3.27 **Other Contracts**

Other than the Blueberries Material Contracts, neither Blueberries nor Blueberries SAS is a party to any Contract, the termination, expiry or non-renewal of which would reasonably be expected to have a Blueberries Material Adverse Effect.

3.28 **Taxes and Governmental Charges**

- (a) As of the date of this Agreement, each of Blueberries and Blueberries SAS has:
- (i) duly and in a timely manner filed all Tax Returns and reports required by Law to have been filed by it (except for such Tax Returns and reports with respect to which the failure to timely file would not reasonably be expected to have a Blueberries Material Adverse Effect), and all such Tax Returns and reports are true, correct and complete in all material respects;
 - (ii) duly kept all records which it is required to keep for Tax purposes or which would be needed to substantiate any claim made or position taken in relation to Tax by it, as applicable, and such records are available for inspection at the head office of Blueberries;
 - (iii) duly and correctly reported all income and other amounts required to be reported;
 - (iv) paid all Taxes to the extent that such Taxes have been assessed by the relevant taxation authority; and
 - (v) duly and in a timely manner paid, deducted, withheld, collected and remitted all Governmental Charges (other than Governmental Charges that are not yet due) and has made full provision for (including properly accruing and reflecting on its books and records) all Governmental Charges that are not yet due, that relate to periods (or portions thereof) ending prior to the date of this Agreement, except where the failure to pay any such Governmental Charges, or make any such remittance, deduction or contribution or other amount would not reasonably be expected to have a Blueberries Material Adverse Effect.
- (b) The Blueberries Financial Statements contain adequate provision for all Taxes, assessments and levies imposed on Blueberries and Blueberries SAS, or their property or rights, arising out of operations on or before September 30, 2018, regardless of whether such amounts are payable before or after the Effective Date.

- (c) No deficiency in payment of any Taxes for any period has been asserted against Blueberries or Blueberries SAS by any Governmental Authority and remains unsettled at the date hereof.
- (d) No Tax Return of Blueberries or Blueberries SAS is being audited by the relevant taxing authority. There are no outstanding waivers, objections, extensions or comparable consents regarding the application of the statute of limitations or period of reassessment with respect to any Taxes or Tax Returns that have been given or made by Blueberries or Blueberries SAS (including the time for filing of Tax Returns or paying Taxes). To the knowledge of Blueberries, there are no pending requests for any such waivers, extensions or comparable consents. Blueberries has not received a ruling from any Governmental Authority or signed an agreement with any Governmental Authority that could reasonably be expected to have a Blueberries Material Adverse Effect.
- (e) There are no actions, suits, examinations, proceedings, investigations, audits or claims now pending or threatened or, to the knowledge of Blueberries, contemplated against Blueberries or Blueberries SAS in respect of any Taxes and there are no matters under discussion with any Governmental Authority relating to any Taxes.
- (f) Neither Blueberries nor Blueberries SAS has been subject to or is currently subject to any investigation, audit or visit by any Governmental Authority relating to Tax which has been notified to Blueberries, and Blueberries is not aware of any such investigation, audit or visit planned for the next 12 months.
- (g) In this Section 3.28, references to Blueberries include references to every predecessor of Blueberries and a reference to Blueberries SAS includes a reference to every predecessor of Blueberries SAS.

3.29 **Environmental Matters**

To the knowledge of Blueberries, after due inquiry, all the properties in which Blueberries or Blueberries SAS have any freehold, leasehold, license or other interest are free and clear of any hazardous or toxic material, pollution or other adverse environmental conditions which may give rise to any and all claims, actions, causes of action, damages, losses, liabilities, obligations, penalties, judgments, amounts paid in settlement, assessments, costs, disbursement or expenses (including, without limitation, attorneys' fees and costs, experts' fees and costs and consultant's fees and costs) of any kind or of any nature whatsoever that are asserted against Blueberries or Blueberries SAS, alleging liability (including, without limitation, liability for studies, testing or investigatory costs, cleanup costs, response costs, removal costs, remediation costs, contaminant costs, restoration costs, corrective action costs, closure costs, reclamation costs, natural resource damages, property damages, business losses, personal injuries, penalties or fines) arising out of, based on or resulting from (i) the presence, Release, threatened Release, discharge or emission into the environment of any hazardous materials or substances existing or arising on, beneath or above properties or emanating or migrating or threatening to emanate or migrate from such properties to off-site properties; (ii) physical disturbance of the environment; and (iii) the violation or alleged violation of all applicable Laws aimed at reclamation or restoration of such properties; abatement of pollution; protection of the environment, protection of wildlife, including endangered species; ensuring public safety from environmental hazards; protection of cultural and historic resources; management, storage or control of hazardous materials and substances; Releases or threatened Releases of pollutants, Contaminants, chemicals or industrial, toxic or hazardous substances as wastes into the environment, including without limitation, ambient air, surface water and groundwater; and all other applicable Laws relating to the manufacturing, processing, distribution, use, treatment, storage, disposal, handling or transport of pollutants, Contaminants, chemicals or industrial, toxic or hazardous substances or wastes (collectively, "**Environmental Laws**"); and to the knowledge of

Blueberries, after due inquiry, all environmental approvals required pursuant to Environmental Laws with respect to activities carried out on any part of the lands covered by such properties have been obtained, are valid and in full force and effect and have been complied with; and there are no proceedings commenced or threatened to revoke or amend any such environmental approvals.

3.30 **Absence of Litigation, etc.**

There is not now in progress, pending or, to Blueberries' knowledge, threatened or contemplated against or affecting Blueberries or Blueberries SAS, or any of their assets or properties, or any officer or director thereof in their capacity as an officer or director thereof, any litigation, action, suit, investigation, claim, complaint or other proceeding, including appeals and applications for review, by or before any Governmental Authority, which if determined adversely to Blueberries SAS, individually or in the aggregate, would reasonably be expected to have a Blueberries Material Adverse Effect.

3.31 **Compliance with Laws**

The Blueberries Business has been, and is now being, conducted and all of the Assets have been, and are now being, used in compliance with all applicable Laws other than such non-compliance which would not reasonably be expected to have a Blueberries Material Adverse Effect, and no written notices have been received by Blueberries that the Blueberries Business is not being conducted or that any of such Assets are not being used in compliance with all applicable Laws other than any non-compliance that would not reasonably be expected to have a Blueberries Material Adverse Effect.

3.32 **Authorizations and Consents**

- (a) Except for the approval of the CSE contemplated in Section 7.02(h), and the granting of a license pursuant to the Seed License Application, no Authorization or declaration or filing with any Governmental Authority on the part of Blueberries or Blueberries SAS is required for the valid execution, delivery and performance of its obligations under this Agreement or the completion of the Business Combination pursuant to this Agreement.
- (b) No consent, approval or waiver is required pursuant to the terms of any Blueberries Material Contract for the valid execution, delivery and performance of its obligations under this Agreement or the completion of the Business Combination pursuant to this Agreement.

3.33 **Employment Matters and Employee Plans**

- (a) There are no Contracts, written or oral, between Blueberries or Blueberries SAS on one side, and any other party on the other side, relating to payment, remuneration or compensation for work performed or services provided (other than professional advisors engaged by Blueberries to provide services in connection with the Business Combination and the Blueberries Private Placement) or that would require any payment to be made as a result of the completion of the transactions contemplated in this Agreement.
- (b) Section 3.33 of the Blueberries Disclosure Schedule contains a complete list of all employment agreements or contracts for services between Blueberries or Blueberries SAS on one side, and any other party on the other side, including, but not limited to any of its directors, officers, employees or consultants, who have an annual salary greater than US\$100,000, and copies of all such agreements have been provided by Blueberries to CDNM.

- (c) Blueberries and Blueberries SAS do not have any Employee Plans of any nature whatsoever, nor has Blueberries or Blueberries SAS ever had any such plans.
- (d) Neither Blueberries nor Blueberries SAS is party to a collective bargaining agreement.
- (e) Each of Blueberries and Blueberries SAS has operated and is currently operating in compliance with all Laws relating to employees, including employment standards, human rights, occupational health and safety, all pay equity and employment equity legislation other than such non-compliance which would not reasonably be expected to have a Blueberries Material Adverse Effect and there have been no employment-related complaints against Blueberries or Blueberries SAS, as applicable.
- (f) To the knowledge of Blueberries, there are no complaints or threatened complaints against Blueberries or Blueberries SAS before any employment standards branch or tribunal or human rights commission or tribunal, nor any occurrence which might lead to a complaint under any human rights legislation, employment standards legislation, health and safety legislation, workers' compensation legislation or pay equity legislation.
- (g) There are no outstanding decisions or settlements or pending settlements under employment standards, human rights legislation, health and safety legislation, workers' compensation legislation, payment equity legislation or labour relations legislation which place any obligation upon Blueberries or Blueberries SAS to do or refrain from doing any act or place a material financial obligation on Blueberries or Blueberries SAS.
- (h) There are no actions, suits or claims pending, threatened or reasonably anticipated (other than routine claims for benefits) against any Employee Plan or its assets, and there are no audits, inquiries or proceedings pending or, to the knowledge of Blueberries or Blueberries SAS, threatened by any Governmental Authority with respect to any Employee Plan, which in either case reasonably could be expected to result in material Liability to Blueberries or Blueberries SAS.
- (i) Neither the execution and delivery of this Agreement nor the performance of the obligations of Blueberries hereunder will entitle any current or former employee of Blueberries or Blueberries SAS to any severance pay, bonus or other similar payment.

3.34 **No Powers of Attorney**

There are no outstanding powers of attorney or other authorizations granted by Blueberries or Blueberries SAS to any third party to bind Blueberries or Blueberries SAS to any Contract, Liability or obligation.

3.35 **Insurance**

Neither Blueberries nor Blueberries SAS has (nor have they ever had) any insurance of any nature whatsoever relating to it, the Assets, the Blueberries Business or its directors or officers.

3.36 **Authorizations**

But for the Seeds License Application, each of Blueberries and Blueberries SAS has all Authorizations necessary to conduct the Blueberries Business as presently conducted or for the ownership and use of the Assets in compliance with applicable Laws, except for any Authorizations the lack of which would

not reasonably be expected to have a Blueberries Material Adverse Effect. Neither Blueberries nor Blueberries SAS is in default under, nor have any of them received any notice of any claim or default with respect to, any such Authorization. No registrations, filings, applications, notices, transfers, consents, approvals, audits, qualifications, waivers or other action of any kind is required by virtue of the execution and delivery of this Agreement, or of the consummation of the transactions contemplated hereby: (a) to avoid the loss of any Authorization or any asset, property or right pursuant to the terms thereof, or the violation or breach of any Law applicable thereto, or (b) to enable Blueberries or Blueberries SAS to hold and enjoy any such Authorization, asset, property or right immediately after the Effective Date in the conduct of the Blueberries Business in the same manner as conducted prior to the Effective Date.

3.37 **Fees and Commissions**

Neither Blueberries nor Blueberries SAS is a party to or bound by any Contract to pay any royalty, license fee or management fee, except for the Blueberries Material Contracts. Other than finder's fees payable pursuant to the Blueberries Private Placement, no broker, finder or similar intermediary has acted for or on behalf of or is entitled to any broker's, finder's or similar fee or other commission from Blueberries, Blueberries SAS or CDN M in connection with this Agreement.

3.38 **Books and Records**

Complete and correct copies of the Constat ing Documents, and of all amendments thereto, of Blueberries and Blueberries SAS have been previously delivered to CDN M. The corporate records and minute books of Blueberries and Blueberries SAS contain, in all material respects, complete and accurate minutes of all meetings of the directors and shareholders thereof, since the date of incorporation, together with the full text of all resolutions of directors and shareholders passed in lieu of such meetings duly signed. Except as reflected in such minute books, there are no minutes of meetings or consents in lieu of meetings of the board of directors (or its committees) or of the shareholders of Blueberries or Blueberries SAS.

3.39 **Restrictions on Business Combination**

Except to the extent that Blueberries must comply with the policies of the CSE and applicable Laws, neither Blueberries nor Blueberries SAS is a party to or bound or affected by any commitment, agreement or document containing any covenant which expressly limits the freedom of Blueberries or Blueberries SAS to compete in any line of business, or to transfer or move any of its Assets (other than the Colombian Licenses) or operations or which materially or adversely affects the business practices, operations or condition of Blueberries or Blueberries SAS or which would prohibit or restrict Blueberries or Blueberries SAS from entering into and completing the Business Combination.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF CDN M AND SUBCO

CDN M and Subco jointly and severally represent and warrant to Blueberries as follows and acknowledge and confirm that Blueberries is relying on such representations and warranties in connection with its entering into this Agreement:

4.01 **Incorporation**

Each of CDN M and Subco is a corporation duly incorporated and validly existing under the Laws of its jurisdiction of incorporation and has all necessary corporate power, authority and capacity to own its property and assets and to carry on its business as currently conducted, except where the failure to have such power, authority and capacity would not reasonably be expected to have an CDN M Material Adverse

Effect. Neither the nature of its activities or business nor the location or character of the assets owned, operated or leased by CDN M require it to be registered, licensed or otherwise qualified as a foreign corporation or to be in good standing in any jurisdiction other than the jurisdictions where it is so registered, licensed or qualified, except where the failure to be so registered, licensed or qualified or remain in good standing would not reasonably be expected to have an CDN M Material Adverse Effect. No proceedings have been instituted or are pending for the dissolution or liquidation of CDN M or Subco.

4.02 **Subsidiaries**

Except for its ownership of all of the outstanding shares of Subco, CDN M does not have any interest in any body corporate, partnership, joint ventures or other entity or person. Neither of CDN M nor Subco is a party to any agreement, option or commitment to acquire any shares or securities of any body corporate, partnership, trust, joint venture or other entity or person other than in connection with the Business Combination. CDN M is the sole registered holder and beneficial owner of 100% of the issued and outstanding shares in the capital of Subco, free and clear of all Encumbrances, claims or demands of any kind whatsoever other than Permitted Encumbrances. All of such shares and securities have been fully authorized and validly issued and in the case of shares are outstanding as fully paid and non-assessable shares. No other securities of Subco are issued and outstanding.

4.03 **Bankruptcy, etc.**

No bankruptcy, insolvency or receivership proceedings have been instituted by CDN M or Subco or, to the knowledge of CDN M, are pending against CDN M or Subco.

4.04 **Due Authorization, etc.**

Subject to requisite shareholder approvals, (i) each of CDN M and Subco has all necessary corporate power, capacity and authority to enter into this Agreement and to carry out its obligations under this Agreement and to undertake the Business Combination, and (ii) this Agreement has been duly authorized, executed and delivered by each of CDN M and Subco and constitutes a valid and binding obligation of each of CDN M and Subco enforceable against it in accordance with its terms, subject, however, to limitations with respect to enforcement imposed by Law in connection with bankruptcy or similar proceedings and to the extent that equitable remedies such as specific performance and injunctions are in the discretion of the court from which they are sought.

4.05 **Absence of Conflict**

The entering into, and the performance by CDN M and Subco of the transactions contemplated in, this Agreement:

- (a) do not and will not require any consent, permit, approval, Authorization or order of any Governmental Authority, except that which may be required under applicable securities legislation or the rules of the CSE and any approval or authorization under the: (i) BCBCA that may be required for the CDN M Name Change; and (ii) and OBCA that may be required for the Business Combination;
- (b) do not and will not contravene any applicable Laws or any rule or regulation of any Governmental Authority which is binding on CDN M, where such contravention would reasonably be expected to have an CDN M Material Adverse Effect; and

- (c) does not and will not violate, result in the breach of, or be in conflict with, or constitute a default under, or create a state of facts which, after notice or lapse of time, or both, would constitute a default under any term or provision of (i) the Constating Documents of CDN M or Subco, or any resolution of the directors or shareholders of CDN M or Subco, or (ii) any Contract to which CDN M or Subco is a party or by which the assets or the business of CDN M is bound or affected, or (iii) any judgment, decree or order or any term or provision thereof applicable to CDN M or Subco or any of the assets or the business of CDN M, which breach, conflict or default would reasonably be expected to have a CDN M Material Adverse Effect or to result in the creation of any Encumbrance upon any of the assets of CDN M.

4.06 **Capital Stock**

The authorized share capital of CDN M consists of an unlimited number of common shares without nominal or par value, of which 7,392,759 CDN M Shares are issued and outstanding as fully paid and non-assessable shares in the capital of CDN M, and an unlimited number of special shares without nominal or part value of which no special shares have been issued as at the date hereof.

4.07 **Options and Other Convertible Securities**

No person has any agreement or option or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option or right or privilege, for the purchase, subscription, allotment or issuance of any of the unissued shares in the capital of CDN M or Subco or for the issue of any other securities of any nature or kind of CDN M or Subco.

4.08 **Financial Statements**

The CDN M Financial Statements have been prepared in accordance with IFRS applied on a basis consistent with that of preceding periods, and:

- (a) the balance sheets included in such CDN M Financial Statements fairly present, in all material respects, the financial condition of CDN M on the respective dates thereof; and
- (b) the statements of operations and deficit included in the CDN M Financial Statements fairly present, in all material respects, the financial performance and its cash flows of CDN M for the fiscal periods then ended.

4.09 **Absence of Changes**

Except as set out in the CDN M Financial Statements, since September 30, 2018, there has not been any material adverse change in the results of operations, financial condition, assets, properties, capital, liabilities (contingent or otherwise), cash flow or business operations of CDN M that would reasonably be expected to have an CDN M Material Adverse Effect.

4.10 **Internal Controls Over Financial Reporting**

To the knowledge of CDN M, prior to the date of this Agreement, there is no fraud, whether or not material, that involves management or other employees who have a significant role in CDN M's, internal control over financial reporting. Since September 30, 2018 and prior to the date of this Agreement, CDN M has received no (x) material complaints from any source regarding accounting, internal accounting controls or auditing matters or (y) expressions of concern from employees of CDN M regarding questionable accounting or auditing matters.

4.11 **Ordinary Course**

Since March 31, 2018, CDN M has carried on no business other than activities as a venture capital company seeking assets or businesses with good growth potential to merge with or acquire, and except as set out in the CDN M Financial Statements and except for the transactions contemplated by this Agreement, CDN M has carried on its business in the CDN M Ordinary Course, and CDN M has not carried on any business or entered into any Contract, commitment or agreement of any sort whatsoever other than as disclosed in the Public Record.

4.12 **No Restrictions on Activities**

CDN M is not a party to or bound or affected by any commitment, Contract or document containing any covenant which in any way expressly limits the freedom of CDN M to compete in any line of business, or to use, transfer or move any of its assets or operations, or which materially or adversely affects the business practices, operations or condition of CDN M or Subco, respectively, and taken as a whole.

4.13 **Liabilities**

Other than expenses incurred in connection with the Business Combination and in the CDN M Ordinary Course, CDN M has no outstanding Liabilities (accrued, absolute, contingent or otherwise), except as disclosed in the CDN M Financial Statements.

4.14 **Non-Arm's Length Transactions**

Except as disclosed in the CDN M Financial Statements:

(a) CDN M has not engaged in any transaction with, made any payment or loan to, or borrowed any monies from or is otherwise indebted to, any director, officer, employee or shareholder of CDN M or any other person with whom CDN M is not dealing at arm's length (within the meaning of the Tax Act) or any affiliate of any of the foregoing, except for amounts due as normal compensation or reimbursement of ordinary business expenses; and

(b) CDN M is not a party to any contract or agreement with any director, officer, employee or shareholder of CDN M or any other person with whom CDN M is not dealing at arm's length (within the meaning of the Tax Act) or any affiliate of any of the foregoing, other than employment agreements entered into in the CDN M Ordinary Course.

4.15 **No Guarantees**

CDN M is not bound by any Contract, assurance, bond, undertaking or guarantee under or pursuant to which it has guaranteed or endorsed the debts, obligations or Liabilities of any other person, except as disclosed in the CDN M Financial Statements.

4.16 **CDN M Material Contracts**

Section 4.16 of the CDN M Disclosure Schedule sets forth a true and complete list of all Contracts to which CDN M is a party or by which CDN M is bound which is material to CDN M. Each such Contract is a valid and subsisting agreement, enforceable in accordance with the terms thereof and can be fulfilled and performed in all material respects by CDN M in the CDN M Ordinary Course. Each such Contract is unamended, is in full force and effect, in good standing and no event of default has occurred and is continuing and no event has occurred which, with the giving of notice, the lapse of time or both, would

constitute an event of default by CDN M under any such Contract. To the knowledge of CDN M, no event has occurred which, with the giving of notice, the passing of time or both, would constitute an event of default by any other party to any such Contract, CDN M is not alleged to be in default of any of the provisions of such Contracts, and CDN M is not aware of any disputes with respect thereto.

4.17 **Other Contracts**

CDN M is not a party to any Contract, the termination, expiry or non-renewal of which would reasonably be expected to have an CDN M Material Adverse Effect.

4.18 **Title to Property and Assets**

CDN M and Subco have no material property or assets except as set forth in the CDN M Financial Statements.

4.19 **Taxes and Governmental Charges**

- (a) As of the date of this Agreement, CDN M has:
- (i) duly and in a timely manner filed all Tax Returns and reports required by Law to have been filed by it (except for such Tax Returns and reports with respect to which the failure to timely file would not reasonably be expected to have an CDN M Material Adverse Effect), and all such Tax Returns and reports are true, correct and complete in all material respects;
 - (ii) duly kept all records which it is required to keep for Tax purposes or which would be needed to substantiate any claim made or position taken in relation to Tax by it, as applicable, and such records available for inspection at the head office of CDN M;
 - (iii) duly and correctly reported all income and other amounts required to be reported;
 - (iv) paid all Taxes to the extent that such Taxes have been assessed by the relevant taxation authority; and
 - (v) duly and in a timely manner paid, deducted, withheld, collected and remitted all Governmental Charges (other than Governmental Charges that are not yet due) and has made full provision for (including properly accruing and reflecting on its books and records) all Governmental Charges that are not yet due, that relate to periods (or portions thereof) ending prior to the date of this Agreement, except where the failure to pay any such Governmental Charges, or make any such remittance, deduction or contribution or other amount would not reasonably be expected to have an CDN M Material Adverse Effect.
- (b) The CDN M Financial Statements contain adequate provision for all Taxes, assessments and levies imposed on CDN M, or its property or rights, arising out of operations on or before September 30, 2018, regardless of whether such amounts are payable before or after the Effective Date.
- (c) No deficiency in payment of any Taxes for any period has been asserted against CDN M by any Governmental Authority and remains unsettled at the date hereof.

- (d) No Tax Return of CDN M is being audited by the relevant taxing authority. There are no outstanding waivers, objections, extensions or comparable consents regarding the application of the statute of limitations or period of reassessment with respect to any Taxes or Tax Returns that have been given or made by CDN M (including the time for filing of Tax Returns or paying Taxes). To the knowledge of CDN M, there are no pending requests for any such waivers, extensions, or comparable consents. CDN M has not received a ruling from any Governmental Authority or signed an agreement with any Governmental Authority that could reasonably be expected to have an CDN M Material Adverse Effect.
- (e) There are no actions, suits, examinations, proceedings, investigations, audits or claims now pending or threatened or, to the knowledge of CDN M, contemplated against CDN M in respect of any Taxes and there are no matters under discussion with any Governmental Authority relating to any Taxes.
- (f) CDN M has not been subject to or is currently subject to any investigation, audit or visit by any Governmental Authority relating to Tax which has been notified to CDN M, and CDN M is not aware of any such investigation, audit or visit planned for the next twelve months.

4.20 **Absence of Litigation, etc.**

There is not now in progress, pending or, to CDN M's knowledge, threatened or contemplated against or affecting CDN M, or any of its assets or properties, or any officer or director thereof in their capacity as an officer or director thereof, any litigation, action, suit, investigation, claim, complaint or other proceeding, including appeals and applications for review, by or before any Governmental Authority, which if determined adversely to CDN M, individually or in the aggregate, would reasonably be expected to have an CDN M Material Adverse Effect.

4.21 **Compliance with Laws**

The business of CDN M has been, and is now being, conducted and all of its assets have been, and are now being, used in compliance with all applicable Laws other than such non-compliance which would not reasonably be expected to have an CDN M Material Adverse Effect, and no written notices have been received by CDN M that the business of CDN M is not being conducted or that any of such assets are not being used in compliance with all applicable Laws other than any non-compliance that would not reasonably be expected to have an CDN M Material Adverse Effect.

4.22 **Authorizations and Consents**

- (a) Except for the approval of the CSE contemplated in Section 7.01(i), no Authorization or declaration or filing with any Governmental Authority on the part of CDN M is required for the valid execution, delivery and performance of its obligations under this Agreement or the completion of the Business Combination pursuant to this Agreement.
- (b) No consent, approval or waiver is required pursuant to the terms of any material Contract to which CDN M is a party for the valid execution, delivery and performance of its obligations under this Agreement or the completion of the Business Combination pursuant to this Agreement.

4.23 **Employment Matters and Employee Plans**

- (a) CDNM does not have any employees or independent contractors (other than professional advisors engaged by CDNM to provide services in connection with the Business Combination).
- (b) There are no Contracts, written or oral, between CDNM on one side and any other party on the other side, relating to payment, remuneration or compensation for work performed or services provided (other than professional advisors engaged by CDNM to provide services in connection with the Business Combination) or that would require any payment to be made as a result of the completion of the transactions contemplated in this Agreement.
- (c) CDNM does not have any Employee Plans of any nature whatsoever nor has it ever had any such plans.
- (d) CDNM is operating in full compliance with all Laws relating to employees, including employment standards, human rights, occupational health and safety, all pay equity and employment equity legislation other than such non-compliance which would not reasonably be expected to have an CDNM Material Adverse Effect and there have been no employment-related complaints against CDNM.
- (e) To the knowledge of CDNM, there are no complaints or threatened complaints against CDNM before any employment standards branch or tribunal or human rights commission or tribunal, nor any occurrence which might lead to a complaint under any human rights legislation, employment standards legislation, health and safety legislation, workers' compensation legislation or pay equity legislation.
- (f) There are no outstanding decisions or settlements or pending settlements under employment standards, human rights legislation, health and safety legislation, workers' compensation legislation, payment equity legislation or labour relations legislation which place any obligation upon CDNM to do or refrain from doing any act or place a material financial obligation on CDNM.
- (g) There are no actions, suits or claims pending, threatened or reasonably anticipated (other than routine claims for benefits) against any Employee Plan or its assets, and there are no audits, inquiries or proceedings pending or, to the knowledge of CDNM, threatened by any Governmental Authority with respect to any Employee Plan, which in either case reasonably could be expected to result in material Liability to CDNM.
- (h) Neither the execution and delivery of this Agreement nor the performance of the obligations of CDNM hereunder will entitle any current or former employee of CDNM to any severance pay, bonus or other similar payment.

4.24 **No Powers of Attorney**

There are no outstanding powers of attorney or other authorizations granted by CDNM to any third party to bind CDNM to any Contract, Liability or obligation.

4.25 **Insurance**

CDNM does not have any insurance of any nature whatsoever relating to it, its assets, its business, or its directors or officers.

4.26 **Authorizations**

CDNM has all Authorizations necessary to conduct its business as presently conducted or for the ownership and use of the Assets in compliance with applicable Laws, except for any Authorizations the lack of which would not reasonably be expected to have an CDNM Material Adverse Effect. CDNM is not in default under, nor have it received any notice of any claim or default with respect to, any such Authorization. No registrations, filings, applications, notices, transfers, consents, approvals, audits, qualifications, waivers or other action of any kind is required by virtue of the execution and delivery of this Agreement, or of the consummation of the transactions contemplated hereby: (a) to avoid the loss of any Authorization or any asset, property or right pursuant to the terms thereof, or the violation or breach of any Law applicable thereto, or (b) to enable CDNM to hold and enjoy any such Authorization, asset, property or right immediately after the Effective Date in the conduct of its business in the same manner as conducted prior to the Effective Date.

4.27 **Fees and Commissions**

CDNM is not a party to or bound by any Contract to pay any royalty, license fee or management fee. No broker, finder or similar intermediary has acted for or on behalf of or is entitled to any broker's, finder's or similar fee or other commission from CDNM in connection with this Agreement.

4.28 **Books and Records**

The corporate records and minute books of CDNM contain or, at or prior to the Business Combination will contain, in all material respects, complete and accurate minutes of all meetings of the directors and shareholders since its date of incorporation, together with the full text of all resolutions of directors and shareholders passed in lieu of such meetings, duly signed.

4.29 **Restrictions on Business Combination**

Except to the extent that CDNM must comply with the policies of the CSE and applicable Laws, CDNM is not a party to or bound or affected by any commitment, agreement or document which would prohibit or restrict CDNM from entering into and completing the Business Combination.

4.30 **Reporting Issuer Status**

CDNM is a "reporting issuer" in each of the Canadian Jurisdictions within the meaning of the Canadian Securities Laws, is in material compliance with its obligations as a reporting issuer, and none of the British Columbia Securities Commission, the Alberta Securities Commission or the Ontario Securities Commission, the CSE or other Governmental Authority has issued any order preventing the Business Combination or the trading of any securities of CDNM.

4.31 **Expenses and Obligations**

CDNM has no obligations or commitments to incur any expenses of any sort whatsoever from the date hereof until completion of the Business Combination, other than general administrative expenses consistent with past practice and expenses relating to the completion of the Business Combination.

4.32 **Share Issuance**

Subject to applicable Canadian Securities Laws and the rules and policies of the CSE, CDN M has the full and lawful right and authority to issue CDN M Shares to the Blueberries Shareholders, in connection with the Business Combination, and upon issuance such shares will be validly issued as fully paid and non-assessable common shares in the capital of CDN M free and clear of all Encumbrances.

4.33 **Shareholder Approval**

To the best of CDN M's knowledge, the Business Combination will constitute a "fundamental change" under CSE Policy 8 – *Fundamental Changes & Changes Of Business* and will require approval by the shareholders of CDN M.

4.34 **Public Disclosure Documents**

CDN M is current in the filing of all public disclosure documents required to be filed by CDN M under applicable Canadian Securities Laws and CSE rules (including all Contracts required by Canadian Securities Laws to be filed by CDN M), there are no filings that have been made thereunder on a confidential basis and all of such filings comply with the requirements of all applicable Canadian Securities Laws except where such non-compliance has not and would not reasonably be expected to have an CDN M Material Adverse Effect.

4.35 **No Misrepresentation**

No portion of the Public Record contained a misrepresentation (as such term is defined in the *Securities Act* (Ontario)) as at its date of public dissemination or as at the date hereof.

4.36 **CSE Listing**

The CDN M Shares are listed for trading on the CSE under the trading symbol "CMS". On August 8, 2017, CDN M was found to be in default of CSE Policy 3 – *Halts, Suspensions and Delistings* and the CDN M Shares were suspended from trading on the CSE and remains suspended from trading as at the date hereof.

4.37 **Information Supplied**

None of the information regarding CDN M or its assets or business that was supplied by CDN M specifically for inclusion or incorporation by reference into the Listing Statement will, at the time of initial submission of the Listing Statement to the CSE, or at the time of any amendment or supplement thereof, as amended or supplemented at such date or time, contain any misrepresentation or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances under which they are made.

ARTICLE 5
SURVIVAL OF COVENANTS, REPRESENTATIONS AND WARRANTIES

5.01 **Survival of Covenants, Representations and Warranties**

No investigation by or on behalf of any party prior to the execution of this Agreement will mitigate, diminish or affect the representations and warranties made by the other parties. The representations and warranties of the parties contained in this Agreement will not survive the completion of the Business

Combination and will expire and be terminated on the earlier of the Effective Time and the date on which this Agreement is terminated in accordance with its terms. This Section 5.01 will not limit any covenant or agreement of any of the parties, which, by its terms, contemplates performance after the Effective Time or the date on which this Agreement is terminated, as the case may be.

ARTICLE 6 **COVENANTS**

6.01 Access to Blueberries

Blueberries will forthwith make available to CDNМ and its authorized representatives and, if requested by CDNМ, provide a copy to CDNМ of all title documents, Contracts, financial statements, Constating Documents, minute books, share certificate books, share registers, plans, reports, licences, orders, permits, books of account, accounting records and all other documents, information or data relating to Blueberries, Blueberries SAS and the Blueberries Business. Blueberries will afford CDNМ and its authorized representatives every reasonable opportunity to have access during normal business hours to the Blueberries Business and the property, assets, undertaking, records and documents of Blueberries or Blueberries SAS. At the request of CDNМ, Blueberries will execute or cause to be executed such consents, authorizations and directions as may be necessary to permit any inspection of the Blueberries Business and any property of Blueberries or Blueberries SAS or to enable CDNМ or its authorized representatives to obtain full access to all files and records relating to Blueberries or Blueberries SAS and any of the assets of Blueberries or Blueberries SAS maintained by Governmental Authorities. At CDNМ's request, Blueberries will co-operate with CDNМ in arranging any such meetings as CDNМ should reasonably request with:

- (a) employees of Blueberries or Blueberries SAS;
- (b) persons who have or have had a business relationship with Blueberries or Blueberries SAS; and
- (c) auditors, solicitors or any other persons engaged or previously engaged to provide services to Blueberries or Blueberries SAS who have knowledge of matters relating to Blueberries or Blueberries SAS and the Blueberries Business.

6.02 Access to CDNМ

CDNМ will forthwith make available to Blueberries and its authorized representatives and, if requested by Blueberries, provide a copy to Blueberries of all title documents, Contracts, financial statements, Constating Documents, minute books, share certificate books, share registers, plans, reports, licences, orders, permits, books of account, accounting records and all other documents, information or data relating to CDNМ and its business. CDNМ will afford Blueberries and its authorized representatives every reasonable opportunity to have access, during normal business hours, to its business and the property, assets, undertaking, records and documents of CDNМ. At the request of Blueberries, CDNМ will execute or cause to be executed such consents, authorizations and directions as may be necessary to permit any inspection of its business and any property of CDNМ or any of its subsidiaries or to enable Blueberries or its authorized representatives to obtain full access to all files and records relating to CDNМ or any of its subsidiaries and any of the assets of CDNМ or any of its subsidiaries maintained by Governmental Authorities. At Blueberries' request, CDNМ will co-operate with Blueberries in arranging any such meetings as Blueberries should reasonably request with:

- (a) employees, directors and officers of CDNМ;
- (b) persons who have or have had a business relationship with CDNМ; and
- (c) auditors, solicitors or any other persons engaged or previously engaged to provide services to CDNМ who have knowledge of matters relating to CDNМ and its business.

6.03

Confidentiality

- (a) Each party hereto agrees that it shall keep strictly confidential and shall not disclose, copy, reproduce or distribute, or cause or permit to be disclosed, copied, reproduced or distributed any information concerning another party hereto (the “**Disclosing Party**”), its business, operations, assets and liabilities, that was obtained from another party hereto (or such party’s Representatives (as defined below)) including pursuant to Sections 6.01 and 6.02 hereof, respectively (the “**Confidential Information**”) to anyone except (i) the receiving party’s (the “**Recipient**”) directors, officers, employees, affiliates and advisors (the “**Representatives**”) to whom disclosure is reasonably necessary for the purposes of, or in connection with, the transactions contemplated herein and who have agreed to be bound by the terms of this Agreement, or (ii) as otherwise consented to in writing by the Disclosing Party. Each Recipient shall use its best efforts to ensure that the Confidential Information remains strictly confidential and is not disclosed to or seen, used or obtained by any person or entity except in accordance with the terms of this Agreement.
- (b) Prior to the Effective Date, each Recipient and its Representatives shall not use or cause to be used any Confidential Information for any purpose other than in connection with evaluating, negotiating or advising in connection with the transactions contemplated herein, and at no time shall a Recipient or its Representatives otherwise use or cause to be used any Confidential Information for the benefit of itself or any other third party or in any manner adverse to, or to the detriment of, the Disclosing Party or its shareholders.
- (c) Each Recipient shall instruct its Representatives to whom it makes disclosure that the disclosure is made in confidence and shall be kept in confidence and used only in accordance with this Agreement. The Recipient is liable for any breach of the obligations under this Agreement committed by its Representatives.
- (d) Notwithstanding the foregoing,
 - (i) the obligations of the Recipient under this Section 6.03 shall not apply to any information that (A) is publicly available or becomes publicly available through no action or fault of the Recipient, (B) was already in the Recipient’s possession or known to the Recipient prior to being disclosed or provided to the Recipient by or on behalf of the Disclosing Party, provided that the source of such information or material was not bound by a contractual, legal or fiduciary obligation of confidentiality to the Disclosing Party or any other party with respect thereto, (C) is obtained by the Recipient from a third party, provided that such third party has the lawful right to disclose the Confidential Information, or (D) is independently developed by the Recipient without reference to the Confidential Information; and
 - (ii) a Recipient may disclose Confidential Information if and to the extent legally required or compelled to do so by applicable Law or in any governmental, administrative or judicial process (the “**Compelled Disclosure**”). The Recipient

shall provide the Disclosing Party with prompt written notice of any request or requirement for Compelled Disclosure and shall co-operate with the Disclosing Party as the latter may reasonably and lawfully request with respect to the form, timing and nature of any Compelled Disclosure or seeking a protective order or other appropriate remedy. The Recipient may disclose only such Confidential Information as is specifically required or compelled to be disclosed and shall continue to use its best efforts to preserve the confidentiality of the Confidential Information.

- (e) Upon the termination or rescission of this Agreement, each Recipient will promptly, if requested to do so by the Disclosing Party, destroy, or return to the Disclosing Party, all Confidential Information (including notes, writings and other material developed therefrom by Recipient) and all copies thereof and retain none for its files. The requirements of confidentiality set forth herein shall survive the return or destruction of such Confidential Information.
- (f) Each Recipient hereby agrees that its failure or threat of failure to perform any obligation or duty which it has agreed to perform under this Agreement may cause irreparable harm to the Disclosing Party, which harm cannot be adequately compensated for by monetary damages. It is further agreed by each Recipient that an order of specific performance, injunctive relief or other equitable relief (or any combination thereof) against the Recipient in the event of a breach or default, or the threat of a breach or default, under the terms of this Agreement would be equitable and would not work a hardship on the Recipient and accordingly, in such event the Disclosing Party, without any bond or other security being required and in addition to whatever other remedies are or might be available at law or in equity, shall have the right to commence an action against the Recipient either to compel specific performance by, or to obtain injunctive relief or other equitable relief (or any combination thereof) against, the Recipient with respect to any such event.
- (g) Each Recipient acknowledges that the Recipient is aware, and shall advise its Representatives, that Canadian Securities Laws prohibit any person who has received material non-public information from an issuer from purchasing or selling securities of such issuer or from communicating such information to any other person.

6.04 **Filings**

- (a) CDNM and Blueberries shall prepare and file, or cause to be filed, any filings required under any applicable Laws, or the rules and policies of the CSE or other Governmental Authorities relating to the Business Combination and the Amalgamation, and shall provide on a timely basis such information to each other as is necessary to complete such filings.
- (b) CDNM covenants and agrees: (i) to take, in a timely manner, all commercially reasonable actions and steps necessary in order that, effective as at the Effective Date, the CDNM Shares, including for greater certainty, the CDNM Shares issuable pursuant to the Business Combination, be listed and posted for trading on the CSE; (ii) that, when received, CDNM shall provide Blueberries with copies of the conditional and final approval of the CSE respecting the Business Combination and the listing and posting for trading of the additional Resulting Issuer Shares to be issued pursuant to the Business Combination; and (iii) that, the distribution of Resulting Issuer Shares to the shareholders of Blueberries upon the Completion of the Business Combination is exempt from the prospectus and registration requirements of the Canadian Securities Laws.

6.05 **Conduct of Blueberries Prior to Closing**

Without in any way limiting any other obligations of Blueberries hereunder, during the period from the date hereof until the earlier of the Effective Date or the date this Agreement is terminated in accordance with its terms, Blueberries will use its commercially reasonable efforts to take, or cause to be taken, all action and to do, or cause to be done, all things necessary, proper or advisable (i) to consummate and make effective as promptly as practicable the transactions contemplated by this Agreement, (ii) to comply with all provisions of this Agreement and (iii) to cooperate with CDNM in connection with the foregoing, including, without limitation, the following actions:

- (a) *Conduct Business in the Ordinary Course.* Blueberries will, and will cause Blueberries SAS to, conduct the Blueberries Business and its operations and affairs only in the Blueberries Ordinary Course and in a manner consistent with past practice, except as otherwise set out in Schedule “D” hereof, and Blueberries will not, and will cause Blueberries SAS to not, without the prior written consent of CDNM, take any action or enter into any transaction that, if effected before the date of this Agreement, would constitute a breach of any representation, warranty, covenant or other obligation of Blueberries contained herein, or which may interfere with or be inconsistent with the successful completion of the transactions contemplated herein.
- (b) *Material Adverse Effects.* Blueberries shall notify CDNM of any Blueberries Material Adverse Effect.
- (c) *Corporate Action.* Blueberries will use its commercially reasonable efforts to take all necessary corporate action, steps and proceedings to approve or authorize, validly and effectively, the execution, delivery and performance of this Agreement and the other agreements and documents contemplated hereby and to complete the Business Combination and the transactions contemplated thereby, and to cause all necessary meetings of directors and shareholders of Blueberries to be held for such purpose. In particular, Blueberries will obtain the approval of its shareholders for the Amalgamation, in accordance with the OBCA (the “**Blueberries Shareholder Approval**”) on or before December 31, 2018. Blueberries will not, in connection with the Blueberries Shareholder Approval, mail or otherwise transmit any information circular or form of proxy or other solicitation material to any person in the United States except to Blueberries Shareholders resident in the United States;
- (d) *Regulatory Consents.* Blueberries will use its commercially reasonable efforts to obtain, prior to the completion of the Business Combination, from all appropriate Governmental Authorities, all Authorizations required as a condition of the lawful consummation of the Business Combination, including, without limitation, federal, departmental or municipal approvals under the Laws of the Republic of Colombia and the provision of reasonable assistance to CDNM to obtain the approval of the CSE, and will affect all necessary registrations and other filings and submissions of information requested by Governmental Authorities in connection with the same;
- (e) *Restrictive Covenants.* Blueberries shall not, directly or indirectly:
 - (i) amend its Constating Documents;
 - (ii) issue, sell, pledge, hypothecate, lease, dispose of or encumber any of its shares or other securities, or any right, option or warrant with respect thereto, except for the

issuance of Blueberries Subscription Receipts pursuant to the Blueberries Private Placement;

- (iii) split, combine or reclassify any of its securities or declare, pay or make any dividend or other distribution on the Blueberries Common Shares, or distribute any of its properties or Assets to any person;
- (iv) enter into or amend any employment agreements with any director, officer or key employee, create or amend any Employee Plan, make any increases in the base compensation, bonuses, paid vacation time allowed or benefits for its directors, officers, employees or consultants, except for the adoption of the Compensation Plan;
- (v) except as set forth in Schedule E, hire or dismiss any employees whose total annual compensation exceeds \$100,000 without the prior written consent of CDNMM in the aggregate;
- (vi) other than in the Blueberries Ordinary Course, acquire or agree to acquire (by tender offer, exchange offer, merger, amalgamation, acquisition of shares or assets or otherwise) any person, partnership, joint venture or other business organization or division or acquire or agree to acquire any material assets;
- (vii) create any stock option or bonus plan, pay any bonuses, deferred or otherwise, or defer any compensation to any of its directors, officers or employees;
- (viii) make any material change in accounting procedures or practices;
- (ix) mortgage, pledge or hypothecate any of its Assets, or subject them to any Encumbrance, other than a Permitted Encumbrance;
- (x) borrow any money or incur any indebtedness in an aggregate amount in excess of \$50,000 (other than trade payables incurred in the Blueberries Ordinary Course and as set out in Schedule "D" hereof), without the prior written consent of CDNMM, not to be unreasonably withheld;
- (xi) make loans, advances or other similar payments to any party, excluding routine advances to employees for expenses incurred in the Blueberries Ordinary Course or as is reasonable agreed to by CDNMM in writing;
- (xii) except as set out in Schedule E, make any capital expenditures in an amount exceeding \$50,000 in the aggregate without the prior written consent of CDNMM, not to be unreasonably withheld;
- (xiii) enter into any Contract or arrangement granting any rights to purchase or lease any of its Assets or requiring the consent of any person to the transfer, assignment or lease of any of its Assets;
- (xiv) except as set out in Schedule "D" hereof, enter into any transaction or material Contract not in the Blueberries Ordinary Course or engage in any business enterprise or activity different than the Blueberries Business, without the prior written consent of CDNMM, not to be unreasonably withheld;

- (xv) sell, lease, sublease, assign or transfer (by tender offer, exchange offer, merger, amalgamation, sale of shares or assets or otherwise) any of its Assets;
 - (xvi) cancel, waive or compromise any debts or claims, including accounts payable to and receivable from affiliates;
 - (xvii) enter into any other material transaction or any amendment of any Contract or Authorization which is material to the Blueberries Business;
 - (xviii) settle any outstanding claim, dispute, litigation matter, or tax dispute;
 - (xix) transfer any Assets to any of its shareholders or any of their subsidiaries or affiliates or assume any indebtedness or Liability from a shareholder or any of their subsidiaries or affiliates or enter into any other related party transactions;
 - (xx) enter into any material Contract regarding its business operations, including any joint venture, partnership or other arrangement; or
 - (xxi) enter into any agreement or understanding to do any of the foregoing.
- (f) *Contractual Consents.* Blueberries will give all notices and use its commercially reasonable efforts to obtain all waivers, consents and approvals required under any Contract to which Blueberries or Blueberries SAS is a party or by which it is bound to consummate the transactions contemplated in this Agreement.
- (g) *Preserve Goodwill.* Blueberries will use its commercially reasonable efforts to preserve intact the Blueberries Business and the property, Assets, operations and affairs of Blueberries and Blueberries SAS and to carry on the Blueberries Business and the affairs of Blueberries and Blueberries SAS in the Blueberries Ordinary Course, and to maintain and preserve its business relationships and the goodwill of all persons having business relations with Blueberries or Blueberries SAS.

6.06 **Conduct of CDN M Prior to Closing**

Without in any way limiting any other obligations of CDN M hereunder, during the period from the date hereof until the earlier of the Effective Date or the date this Agreement is terminated in accordance with its terms, CDN M will use its commercially reasonable efforts to take, or cause to be taken, all action and to do, or cause to be done, all things necessary, proper or advisable (i) to consummate and make effective as promptly as practicable the transactions contemplated by this Agreement, (ii) to comply with all provisions of this Agreement and (iii) to cooperate with Blueberries in connection with the foregoing, including, without limitation, the following actions:

- (a) *Conduct Business in the Ordinary Course.* CDN M will not carry on any business other than to pursue the Business Combination, and CDN M will not, without the prior written consent of Blueberries, take any action, enter into any transaction that, if effected before the date of this Agreement, would constitute a breach of any representation, warranty, covenant or other obligation of CDN M contained herein, or which may interfere with or be inconsistent with the successful completion of the transactions contemplated herein.
- (b) *Material Adverse Effects.* CDN M shall notify Blueberries of any CDN M Material Adverse Effect.

- (c) *Corporate Action.* CDN M will use its commercially reasonable efforts to take all necessary corporate action, steps and proceedings to approve or authorize, validly and effectively, the execution, delivery and performance of this Agreement and the other agreements and documents contemplated hereby and to complete the Business Combination and to cause all necessary meetings of directors and shareholders of CDN M and Subco to be held for such purpose.
- (d) *Name Change.* CDN M will use its commercially reasonable efforts to complete the CDN M Name Change immediately prior to the completion of the Business Combination.
- (e) *Restrictive Covenants.* CDN M shall not, directly or indirectly:
 - (i) amend its Constat ing Documents except as necessary to carry out the CDN M Name Change;
 - (ii) issue, sell, pledge, hypothecate, lease, dispose of or encumber any of its shares or other securities, or any right, option or warrant with respect thereto, except for the issuance of CDN M Shares pursuant to the transactions contemplated in this Agreement;
 - (iii) split, combine or reclassify any of its securities or declare, pay or make any dividend or other distribution on the CDN M Shares, or distribute any of its properties or assets to any person;
 - (iv) enter into or amend any employment agreements with any director, officer or key employee, create or amend any Employee Plan, make any increases in the base compensation, bonuses, paid vacation time allowed or benefits for its directors, officers, employees or consultants except for the adoption of the Compensation Plan;
 - (v) hire or dismiss any employees ;
 - (vi) acquire or agree to acquire (by tender offer, exchange offer, merger, amalgamation, acquisition of shares or assets or otherwise) any person, partnership, joint venture or other business organization or division or acquire or agree to acquire any material assets;
 - (vii) except for the Compensation Plan, create any stock option or bonus plan, pay any bonuses, deferred or otherwise, or defer any compensation to any of its directors, officers or employees;
 - (viii) make any material change in accounting procedures or practices;
 - (ix) mortgage, pledge or hypothecate any of its assets, or subject them to any Encumbrance, other than a Permitted Encumbrance;
 - (x) borrow any material sums of money or incur any material indebtedness (other than trade payables incurred in the ordinary course), nor make loans, advances or similar payments to any party (excluding routine advances to employees of CDN M for expenses incurred in the ordinary course), nor make any capital expenditures;

- (xi) enter into any Contract or arrangement granting any rights to purchase or lease any of its assets or requiring the consent of any person to the transfer, assignment or lease of any of its assets;
 - (xii) sell, lease, sublease, assign or transfer (by tender offer, exchange offer, merger, amalgamation, sale of shares or assets or otherwise) any of its assets;
 - (xiii) cancel, waive or compromise any debts or claims, including accounts payable to and receivable from affiliates;
 - (xiv) enter into any other material transaction or any amendment of any Contract or Authorization which is material to its business;
 - (xv) settle any outstanding claim, dispute, litigation matter or tax dispute;
 - (xvi) transfer any assets to any of its shareholders or any of their subsidiaries or affiliates or assume any indebtedness or Liability from a shareholder or any of their subsidiaries or affiliates or enter into any other related party transactions;
 - (xvii) enter into any material Contract regarding its business operations, including any joint venture, partnership or other arrangement; or
 - (xviii) enter into any agreement or understanding to do any of the foregoing.
- (f) *Regulatory Consents.* CDNM will use its commercially reasonable efforts to obtain, prior to the Business Combination, from all appropriate Governmental Authorities, the Authorizations required as a condition of the lawful consummation of the transactions contemplated by this Agreement, including the approval of the CSE, and will effect all necessary registrations and other filings and submissions of information requested by Governmental Authorities in connection with the same.
- (g) *Contractual Consents.* CDNM will give any notices and use its commercially reasonable efforts to obtain any consents and approvals required under any Contract to which CDNM is a party or by which it is bound to consummate the transactions contemplated hereby.
- (h) *Contracts.* CDNM will not, without the prior written consent of Blueberries (such consent not to be unreasonably withheld or delayed), enter into any new Contract or amend the terms of any existing Contract to which it is a party except for the Contracts necessary to carry out the transactions contemplated in this Agreement.

6.07

Standstill of Blueberries

- (a) Unless and until this Agreement is terminated pursuant to the terms hereof, Blueberries agrees not to solicit, initiate, knowingly encourage, cooperate with or facilitate (including by way of furnishing any Confidential Information or entering into any form of agreement, arrangement or understanding) the submission, initiation or continuation of any oral or written inquiries or proposals or expressions of interest regarding, constituting or that may reasonably be expected to lead to any activity, arrangement or transaction or propose any activities or solicitations in opposition to or in competition with the Business Combination, and without limiting the generality of the foregoing, not to induce or attempt to induce any other person to initiate any offer, shareholder proposal, “business combination” or “takeover

bid,” exempt or otherwise, within the meaning of the Canadian Securities Laws, for securities or Assets of Blueberries (other than pursuant to the Blueberries Private Placement), nor to undertake any transaction or negotiate any transaction which would be or potentially could reasonably be in conflict with the Business Combination, including, without limitation, allowing access to any third party to conduct due diligence, nor to permit any of its officers or directors to do so, except as required by statutory obligations. In the event Blueberries, including any of its officers or directors, receives any form of offer or inquiry, Blueberries shall forthwith (and in any event within one Business Day following receipt) notify CDNM of such offer or inquiry and provide CDNM with such details as it may request.

6.08 **Standstill of CDNM**

- (a) Unless and until this Agreement is terminated pursuant to the terms hereof, CDNM agrees not to solicit, initiate, knowingly encourage, cooperate with or facilitate (including by way of furnishing any Confidential Information or entering into any form of agreement, arrangement or understanding) the submission, initiation or continuation of any oral or written inquiries or proposals or expressions of interest regarding, constituting or that may reasonably be expected to lead to any activity, arrangement or transaction or propose any activities or solicitations in opposition to or in competition with the Business Combination, and without limiting the generality of the foregoing, not to induce or attempt to induce any other person to initiate any offer, shareholder proposal, “business combination”, “takeover bid,” or “qualifying transaction”, exempt or otherwise, within the meaning of the Canadian Securities Laws or the policies of the CSE, as applicable, for securities or assets of CDNM, nor to undertake any transaction or negotiate any transaction which would be or potentially could reasonably be in conflict with the Business Combination, including, without limitation, allowing access to any third party to conduct due diligence, nor to permit any of its officers or directors to do so, except as required by statutory obligations. In the event CDNM, including any of its officers or directors, receives any form of offer or inquiry, CDNM shall forthwith (and in any event within one Business Day following receipt) notify Blueberries of such offer or inquiry and provide Blueberries with such details as it may request.

6.09 **Change to Directors and Officers of CDNM**

Upon the completion of the Business Combination:

- (a) all of the directors of CDNM will resign and there will be appointed in their place as directors of CDNM such persons as Blueberries shall designate; and
- (b) all of the officers of CDNM will resign and there will be appointed in their place as officers of CDNM such persons as Blueberries shall designate.

ARTICLE 7
CONDITIONS OF CLOSING

7.01 **Conditions in Favour of CDNM**

The consummation of the Business Combination is subject to the following terms and conditions for the exclusive benefit of CDNM, to be fulfilled or performed at or prior to the Effective Time:

- (a) *Constating Documents and Certificate of Corporate Existence.* CDN M shall have received from each of Blueberries and Blueberries SAS: (i) a copy of the Constating Documents of Blueberries and Blueberries SAS, certified by a duly authorized officer of Blueberries and Blueberries SAS, as the case may be, to be true and complete as of the Effective Date; and (ii) a certificate or the equivalent, dated not more than three days prior to the Effective Date, of the jurisdiction of incorporation of each of Blueberries and Blueberries SAS as to the corporate good standing thereof.
- (b) *CSE Listing.* The CSE shall have conditionally approved the listing of the Resulting Issuer Shares, and all conditions shall have been satisfied or are capable of being satisfied or waived in connection therewith.
- (c) *Required Approvals.* Blueberries shall have obtained the approval of its board of directors and shareholders, in accordance with the OBCA, for this Agreement and the Transactions contemplated hereby.
- (d) *Colombian Licenses.* Blueberries shall have obtained the seed license pursuant to the Seed License Application.
- (e) *Blueberries Private Placement.* The Blueberries Private Placement shall have closed with the gross proceeds from the sale of the Blueberries Subscription Receipts being held in escrow pending satisfaction of the Escrow Release Conditions.
- (f) *Proof of Corporate Action.* CDN M shall have received from Blueberries a copy, certified by a duly authorized officer thereof to be true and complete as of the Effective Date, of the records of all corporate action taken to authorize the execution, delivery and performance of this Agreement and the transactions contemplated hereby.
- (g) *Representations and Warranties.* Other than the representations and warranties of Blueberries set out in Section 3.08 herein (which may change as a result of the issuance of additional securities), the representations and warranties of Blueberries contained in this Agreement will be true and correct at the Effective Time, with the same force and effect as if such representations and warranties were made at and as of such date (except to the extent such representations and warranties speak as of an earlier date, in which event they will be true as of such earlier date, or except as affected by transactions specifically permitted or contemplated by this Agreement, or except for any failures or breaches of representations and warranties which, individually or in the aggregate, would not reasonably be expected to result in a Blueberries Material Adverse Effect or prevent or delay the completion of the Business Combination or other Transactions contemplated herein), and certificates of the Chief Executive Officer and the Chief Operating Officer of Blueberries dated the Effective Date will have been delivered to CDN M confirming the foregoing.
- (h) *Covenants.* All of the terms, covenants and conditions of this Agreement to be complied with or performed by Blueberries at or before the Effective Time will have been complied with or performed (except to the extent that the failure to comply with such covenants has not resulted in or would not result in, individually or in the aggregate, a Blueberries Material Adverse Effect or prevent or delay the completion of the Business Combination or the other Transactions contemplated herein) and certificates of the Chief Executive Officer and the Chief Operating Officer of Blueberries dated the Effective Date will have been delivered to CDN M confirming the foregoing.

- (i) *Regulatory Consents.* There will have been obtained, from all relevant Governmental Authorities, such Authorizations as are required to be obtained by Blueberries and CDN M to consummate the Business Combination, including the approval of the CSE for the Business Combination and for the listing on the CSE of the Resulting Issuer Shares issuable pursuant to the Business Combination (including the exercise of the Replacement Finder Warrants issued in replacement for or in lieu of the Blueberries Finder Warrants pursuant to the terms of this Agreement).
- (j) *Exchange Escrow.* On completion of the Business Combination, each of the parties as required by the CSE shall have entered into an escrow agreement upon the terms and conditions imposed pursuant to the policies of the CSE.
- (k) *Contractual Consents.* Blueberries will have given or obtained the notices, consents and approvals referred to in subsection 6.05(e), as applicable, in each case in form and substance satisfactory to CDN M, acting reasonably.
- (l) *No Action or Proceeding.* No *bona fide* legal or regulatory action or proceeding will be pending or threatened by any person to enjoin, restrict or prohibit the Business Combination or any other of the transactions contemplated hereby, or the right of CDN M, Subco, Blueberries, or Blueberries SAS to conduct, expand, and develop their business.
- (m) *No Material Adverse Effect.* There will have been no Blueberries Material Adverse Effect since the date hereof and a certificate of the Chief Executive Officer and the Chief Operating Officer of Blueberries dated the Effective Date to that effect will have been delivered to CDN M.
- (n) *Dissent Rights.* Dissent Rights will not have been exercised in respect of a total number of Blueberries Common Shares which would, if such shares were converted into CDN M Shares pursuant to the Business Combination, exceed 5% of the CDN M Shares outstanding upon completion of the Business Combination.

If any of the conditions contained in this Section 7.01 have not been performed or fulfilled at or prior to the Effective Time to the satisfaction of CDN M, acting reasonably, CDN M may, by notice to Blueberries, terminate this Agreement and the obligations of Blueberries and CDN M under this Agreement. Any such condition may be waived in whole or in part by CDN M without prejudice to any claims it may have for breach of covenant, representation or warranty or otherwise.

7.02 **Conditions in Favour of Blueberries**

The consummation of the Business Combination is subject to the following terms and conditions for the exclusive benefit of Blueberries, to be fulfilled or performed at or prior to the Effective Time:

- (a) *Constating Documents and Certificate of Corporate Existence.* Blueberries shall have received: (i) a copy of the Constating Documents of each of CDN M and Subco, certified by a duly authorized officer of CDN M and Subco, as the case may be, to be true and complete as of the Effective Date; and (ii) a certificate or the equivalent, dated not more than three days prior to the Effective Date, of the jurisdiction of incorporation of each of CDN M and Subco as to the corporate good standing thereof.

- (b) *CSE Listing.* The CSE shall have conditionally approved the listing of the Resulting Issuer Shares, together with any Resulting Issuer Shares issuable upon the conversion of securities of the Resulting Issuer outstanding on the Effective Date, and all conditions shall be satisfied or are capable of being satisfied or waived in connection therewith.
- (c) *Required Approvals.* Each of CDN M and Subco shall have obtained the approval of its board of directors, and if required or permitted by the BCBCA and OBCA, as applicable, its shareholders, for this Agreement and the transactions contemplated hereby.
- (d) *Proof of Corporate Action.* Blueberries shall have received from each of CDN M and Subco a copy, certified by a duly authorized officer thereof to be true and complete as of the Effective Date, of the records of all corporate action taken to authorize the execution, delivery and performance of this Agreement and the transactions contemplated hereby.
- (e) *Name Change.* The CDN M Name Change will have been completed.
- (f) *Representations and Warranties.* The representations and warranties of CDN M contained in this Agreement will be true and correct at the Effective Time, with the same force and effect as if such representations and warranties were made at and as of such date (except to the extent such representations and warranties speak as of an earlier date, in which event they will be true as of such earlier date, or except as affected by transactions specifically permitted or contemplated by this Agreement, or except for any failures or breaches of representations and warranties which, individually or in the aggregate, would not reasonably be expected to result in an CDN M Material Adverse Effect or prevent or delay the completion of the Business Combination or other Transactions contemplated herein), and a certificate of the Chief Executive Officer and the Chief Financial Officer of CDN M dated the Effective Date will have been delivered to Blueberries confirming the foregoing.
- (g) *Covenants.* All of the terms, covenants and conditions of this Agreement to be complied with or performed by CDN M at or before the Effective Time will have been complied with or performed (except to the extent that the failure to comply with such covenants has not resulted in or would not result in, individually or in the aggregate, a CDN M Material Adverse Effect or prevent or delay the completion of the Business Combination or the other Transactions contemplated herein), and a certificate of the Chief Executive Officer and the Chief Financial Officer of CDN M dated the Effective Date will have been delivered to Blueberries confirming the foregoing.
- (h) *Regulatory Consents.* There will have been obtained, from all relevant Governmental Authorities, such Authorizations as are required to be obtained by Blueberries and CDN M to consummate the Business Combination, including the approval of the CSE for the Business Combination and for the listing on the CSE of the Resulting Issuer Shares issuable pursuant to the Business Combination (including the exercise of the Replacement Finder Warrants issued in replacement for or in lieu of the Blueberries Finder Warrants pursuant to the terms of this Agreement), in each case in form and substance satisfactory to Blueberries, acting reasonably.
- (i) *Contractual Consents.* CDN M will have given or obtained the notices, consents and approvals referred to in subsection 6.06(g), in each case in form and substance satisfactory to CDN M, acting reasonably.

- (j) *No Action or Proceeding.* No *bona fide* legal or regulatory action or proceeding will be pending or threatened by any person to enjoin, restrict or prohibit the Business Combination or any other of the transactions contemplated thereby, or the right of CDN, Subco, Blueberries or Blueberries SAS to conduct, expand and develop their business.
- (k) *CDN Material Adverse Effect.* There will have been no CDN Material Adverse Effect and a certificate of the Chief Executive Officer and the Chief Financial Officer of CDN dated the Effective Date to that effect will have been delivered to Blueberries.
- (l) *Release by Directors and Officers.* Each of the directors and officers of CDN who resigns as contemplated in Section 6.09 will have executed and delivered releases in favour of CDN in form and substance satisfactory to Blueberries, acting reasonably.
- (m) *Dissent Rights.* Dissent Rights will not have been exercised in respect of a total number of Blueberries Common Shares which would, if such shares were converted into CDN Shares pursuant to the Business Combination, exceed 5% of the CDN Shares outstanding upon completion of the Business Combination.

If any of the conditions in this Section 7.02 have not been performed or fulfilled at or prior to the Effective Time to the satisfaction of Blueberries, acting reasonably, Blueberries may, by notice to CDN, terminate this Agreement and the obligations of Blueberries and CDN under this Agreement. Any such condition may be waived in whole or in part by Blueberries without prejudice to any claims it may have for breach of covenant, representation or warranty or otherwise.

7.03 **Filing Articles**

Blueberries and CDN will jointly file with the Director Articles of Amalgamation and such other documents as may be required to complete the Business Combination and effect the CDN Name Change as soon as practical and in any event within one Business Day after all conditions set out in Sections 7.01 and 7.02 have been satisfied or waived.

7.04 **Further Assurances**

Each party to this Agreement covenants and agrees that, from time to time prior to and subsequent to the Business Combination, it will execute and deliver all such documents, including all such additional conveyances, transfers, consents and other assurances and do all such other acts and things as the other party hereto, acting reasonably, may from time to time request be executed or done in order to better evidence or perfect or effectuate any provision of this Agreement or of any agreement or other document executed pursuant to this Agreement or any of the respective obligations intended to be created hereby or thereby.

ARTICLE 8
TERMINATION

8.01 **Termination**

This Agreement may be terminated at any time before the Effective Time, whether before or after Blueberries obtains the Blueberries Shareholder Approval:

- (a) by the mutual agreement of CDN and Blueberries;

- (b) by either of CDNM or Blueberries by notice to the other if there has been a misrepresentation, breach or non-performance by the breaching party of any representation, warranty, covenant or obligation contained in this Agreement, which could reasonably be expected to have a Material Adverse Effect on the terminating party or the ability of either party to complete the Business Combination in accordance with the terms of this Agreement, provided the breaching party has been given notice of and ten (10) days to cure any such misrepresentation, breach or non-performance;
- (c) by CDNM pursuant to Section 6.07 or Section 7.01;
- (d) by Blueberries pursuant to Section 6.08 or Section 7.02; or
- (e) by either Blueberries or CDNM, if the Business Combination has not been completed on or before February 5, 2019, or such later date as may be agreed to by Blueberries and CDNM (provided, that the right to terminate this Agreement under this Section 8.01(e) shall not be available to any party whose failure to fulfill any of its obligations under this Agreement has been the cause of or resulted in the failure to consummate the transactions contemplated hereby by such date);

provided that the right to terminate this Agreement is not available to a party if it is in material breach of any representation, warranty or covenant hereof.

8.02 **Effect of Termination**

If this Agreement is terminated in accordance with Section 8.01:

- (a) this Agreement shall forthwith have no further force or effect and there shall be no obligation on the part of the parties hereunder except with respect to (i) Section 6.03 and Section 9.02, which will survive such termination, and (ii) a breach arising from the fraud or wilful misconduct of any party; and
- (b) neither CDNM nor Blueberries will have any further liability to the other party except as expressly contemplated hereby, provided that the termination of this Agreement (i) will not relieve either CDNM or Blueberries from any liability for breach by it of this Agreement prior to such termination or (ii) preclude a party from seeking injunctive relief to restrain any breach or threatened breach of this Agreement or otherwise to obtain specific performance of any provision of this Agreement.

8.03 **Waivers and Extensions**

At any time prior to the earlier of the Effective Time or the termination of this Agreement in accordance with the provisions thereof, each of the parties hereto may (a) extend the time for the performance of any of the obligations or other acts of another party hereto, (b) waive any inaccuracies in the representations and warranties contained herein or in any document delivered pursuant hereto or (c) waive compliance with any of the agreements or conditions contained herein. Any such extension or waiver shall be valid if set forth in an instrument in writing signed by the party to be bound thereby.

ARTICLE 9
MISCELLANEOUS

9.01 **Further Assurances**

Each of the parties hereto will from time to time execute and deliver all such further documents and instruments and do all acts and things as the another party hereto may, either before or after the Business Combination, reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

9.02 **Transaction Costs**

Each party hereto will pay its respective costs and expenses (including but not limited to its legal and accounting costs) incurred in connection with the preparation, execution, delivery and performance of this Agreement and all documents and instruments executed pursuant to this Agreement and all transactions contemplated by this Agreement, and any other costs and expenses whatsoever and howsoever incurred.

9.03 **Time of the Essence**

Time is of the essence of this Agreement.

9.04 **Public Announcements**

The parties hereto shall not make any public announcement or press release concerning this Agreement or the matters contemplated herein, their discussions or any other memoranda, letters or agreements between the parties relating to the matters contemplated herein without the prior consent of each other, which consent shall not be unreasonably withheld, provided that no party shall be prevented from making any disclosure which is required to be made by Law or any rules of a stock exchange or similar organization by which it is bound.

9.05 **Benefit of the Agreement**

This Agreement will enure to the benefit of and be binding upon the respective successors and permitted assigns of the parties hereto.

9.06 **Entire Agreement**

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties hereto with respect thereto, including for greater certainty the Letter of Intent. The parties agree that the Letter of Intent is terminated upon the execution hereof. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties other than as expressly set forth in this Agreement.

9.07 **Amendments and Waivers**

No amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by both of the parties hereto. No waiver of any provision of this Agreement will be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided, will be limited to the specific provision waived.

9.08 **Assignment**

This Agreement may not be assigned by a party hereto without the written consent of the other parties hereto, such consent not to be unreasonably withheld or delayed.

9.09 **Notices**

Any demand, notice or communication to be made or given under or pursuant to this Agreement is to be in writing, except as otherwise expressly permitted or required under this Agreement, and may be made or given by personal delivery, by registered mail or by transmittal by electronic mail addressed to the respective parties as follows:

- (a) If to CDNM, then to the following address:

5300 Lancing Road
Richmond, British Columbia V7C 3A1

Attention: Thurman So, Chief Financial Officer
Email : thurman@shaw.ca

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

Cassels Brock & Blackwell LLP
Suite 2100, Scotia Plaza
40 King Street West
Toronto, Ontario M5H 3C2

Attention: Jay Goldman
Email: jgoldman@casselsbrock.com

- (b) If to Blueberries, then to the following address:

Wildeboer Dellelce Place
365 Bay Street, Suite 800
Toronto, Ontario M5H 2V1

Attention: Peter Volk, Interim Secretary
Email : pvolk@wildlaw.ca

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

Wildeboer Dellelce LLP
Wildeboer Dellelce Place
365 Bay Street, Suite 800
Toronto, Ontario M5H 2V1

Attention: Peter Volk
Email : pvolk@wildlaw.ca

or to such other mailing or electronic mail address as any party may from time to time notify the others of in accordance with this paragraph. Any demand, notice or communication made or given by personal delivery is

conclusively deemed to have been given on the day of actual delivery thereof or, if made or given by registered mail, on the fifth (5th) business day following the deposit thereof in the mail or, if made or given by electronic mail, on the day of transmittal thereof if given during the normal business hours of the recipient and on the business day during which such normal business hours next occur if not given during such hours on any day. If the party making or giving such demand, notice or communication knows, or ought reasonably to know, of difficulties with the postal system which might affect the delivery of mail, any such demand, notice or communication is not to be mailed but is to be made or given by personal delivery or by electronic mail transmission.

9.10 **Remedies Cumulative**

The right and remedies of the parties under this Agreement are cumulative and are in addition to, and not in substitution for, any other rights and remedies available at law or in equity or otherwise. No single or partial exercise by a party of any right or remedy precludes or otherwise affects the exercise of any other right or remedy to which that party may be entitled.

9.11 **Governing Law**

This Agreement is governed by and will be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without giving effect to any choice or conflict of law provision or rule that would cause the application of the domestic substantive laws of any other jurisdiction.

9.12 **Attornment**

For the purpose of all legal proceedings, this Agreement will be deemed to have been performed in the Province of Ontario and the courts of the Province of Ontario will have jurisdiction to entertain any action arising under this Agreement. Each party hereto hereby attorns to the jurisdiction of the courts of the Province of Ontario.

9.13 **Counterparts**

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument.

9.14 **Electronic Execution**

Delivery of an executed signature page to this Agreement by either party by electronic transmission will be as effective as delivery of a manually executed copy of this Agreement by such party.

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

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

CDN MSOLAR CORP.

By: "*Thurman So*"
Name: Thurman So
Title: Chief Financial Officer

2663895 ONTARIO INC.

By: "*Catherine Lathwell*"
Name: Catherine Lathwell
Title: Director

BLUEBERRIES CANNABIS CORP.

By: "*Peter Volk*"
Name: Peter Volk
Title: Secretary

**SCHEDULE A
AMALGAMATION AGREEMENT**

THIS AGREEMENT made as of the ___ day of _____, 2019.

B E T W E E N:

BLUEBERRIES CANNABIS CORP.

existing under the *Business Corporations Act* (Ontario)

(hereinafter referred to as “**Blueberries**”)

- and -

2663895 ONTARIO INC.

existing under the *Business Corporations Act* (Ontario)

(hereinafter referred to as “**Subco**”)

- and -

CDN MSOLAR CORP.

existing under the *Business Corporations Act* (British Columbia)

(hereinafter referred to as “**CDNM**”)

WHEREAS:

1. The parties hereto have entered into a business combination agreement dated as of February 1, 2019 pursuant to which the parties thereto have agreed that the business and assets of Blueberries will be combined with those of Subco (the “**Business Combination Agreement**”).
2. The authorized capital of Subco consists of an unlimited number of common shares of which 100 are issued and outstanding as fully paid and non-assessable common shares in the capital of Subco.
3. The authorized capital of Blueberries consists of an unlimited number of common shares of which 64,000,000 are issued and outstanding as fully paid and non-assessable common shares in the capital of Blueberries.
4. Subco and Blueberries have agreed to amalgamate under the OBCA (as hereinafter defined) upon the terms and conditions hereinafter set out;
5. Effective upon the Amalgamation (as hereinafter defined), CDNM shall issue to each Blueberries Shareholder (as hereinafter defined) one common share in its capital for each one Blueberries Common Share (as hereinafter defined);

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereto do hereby agree as follows:

1. Interpretation

In this Agreement, including the recitals,:

“**Agreement**” means this amalgamation agreement, as it may be amended or supplemented at any time and from time to time after the date hereof;

“**Amalco**” means the corporation resulting from the amalgamation of Subco and Blueberries pursuant to the Amalgamation;

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

“**Amalgamating Corporation**” means either of Subco or Blueberries and “**Amalgamating Corporations**” means both of them;

“**Amalgamation**” means the amalgamation of the Amalgamating Corporations under Section 174 of the OBCA on the terms and subject to the conditions set out in this Agreement;

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

“**Blueberries Common Shares**” means common shares in the capital of Blueberries;

“**Blueberries Shareholder**” means a registered holder of Blueberries Common Shares, from time to time, and “**Blueberries Shareholders**” means all of such holders;

“**Business Combination**” means the business combination among CDNM, Subco and Blueberries pursuant to which Blueberries Shareholders will receive CDNM Shares on the basis of one CDNM Share for each one Blueberries Common Share held and CDNM will become the parent company of Amalco;

“**Business Combination Agreement**” has the meaning ascribed thereto in the preamble to this Agreement;

“**CDNM Shares**” means common shares in the capital of CDNM;

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

“**Certificate of Amalgamation**” means the certificate of amalgamation to be issued by the Director in respect of the Amalgamation;

“**Director**” means the director appointed under Section 278 of the OBCA;

“**Dissenting Blueberries Shareholder**” means a Blueberries Shareholder who dissents from the Blueberries Amalgamation Special Resolution in compliance with the OBCA;

“**Effective Date**” means the date shown on the Certificate of Amalgamation;

“**Effective Time**” has the meaning ascribed to it in Section 9;

“**Government Authority**” means and includes, without limitation, any foreign, national, provincial, local or state government, or political subdivision of any government, judicial, public or statutory instrumentality, court, tribunal, commission, board, agency (including those pertaining to health, safety or the environment),

authority, body or entity, or other regulatory bureau, authority, body or entity having legal jurisdiction over the activity or Person in question and, for greater certainty, includes the CSE;

“**ITA**” means the *Income Tax Act* (Canada), as amended, and all regulations thereunder;

“**OBCA**” means the *Business Corporations Act* (Ontario), as amended from time to time;

“**Parties**” means Subco and Blueberries;

“**Person**” includes any individual, sole proprietorship, firm, partnership, joint venture, venture capital fund, limited liability company, unlimited liability company, association, trust, trustee, executor, administrator, legal personal representative, estate, group, body corporate, corporation, unincorporated association or organization, union, Government Authority, syndicate or other entity, whether or not having legal status;

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

“**Transfer Agent**” means the registrar and transfer agent of CDNM.

2. Paramourty

In the event of any conflict between the provisions of this Agreement and the provisions of the Business Combination Agreement, the provisions of the Business Combination Agreement shall prevail.

3. Agreement to Amalgamate

Each of the Parties hereby agrees to the Amalgamation. The Amalgamating Corporations shall amalgamate to create Amalco on the terms and conditions set out in this Agreement.

4. Amalgamation Events

Under the Amalgamation, at the Effective Time:

- (a) the Amalgamating Corporations shall be amalgamated and shall continue as one corporation effective on the date of the Certificate of Amalgamation under the terms and conditions prescribed in this Agreement;
- (b) the Amalgamating Corporations shall cease to exist as entities separate from Amalco;
- (c) Amalco shall possess all the property, rights, privileges and franchises and be subject to all the liabilities, including civil, criminal and quasi-criminal, and all the contracts, disabilities and debts of each of the Amalgamating Corporations;
- (d) a conviction against, or ruling, order or judgment in favour of or against an Amalgamating Corporation may be enforced by or against Amalco;
- (e) the Articles of Amalgamation of Amalco shall be deemed to be the articles of incorporation of Amalco, and the Certificate of Amalgamation, except for purposes of subsection 117(1) of the OBCA, shall be deemed to be the certificate of incorporation of Amalco; and

- (f) Amalco shall be deemed to be the party plaintiff or the party defendant, as the case may be, in any civil action commenced by or against an Amalgamating Corporation before the Amalgamation has become effective.

All rights of creditors against the property, rights and assets of the Amalgamating Corporations and all liens upon their property, rights and assets shall be unimpaired by such amalgamation and all debts, contracts, liabilities and duties of the Amalgamating Corporations shall attach to Amalco and may be enforced against it. No action or proceeding by or against any of the Amalgamating Corporations shall abate or be affected by the Amalgamation.

5. Issuance of Shares

At the Effective Time, the authorized but unissued shares and the issued and outstanding shares in the capital of the Amalgamating Corporations shall be respectively cancelled or converted into issued shares in the capital of Amalco or CDN M as follows:

- (a) each one Blueberries Common Share (other than Blueberries Common Shares held by a Dissenting Blueberries Shareholder) shall be exchanged for one fully-paid and non-assessable CDN M Share;
- (b) each issued and outstanding Subco Share shall be converted into one fully paid and non-assessable Amalco Share, following which, all such Subco Shares shall be cancelled;
- (c) as consideration for the issuance of the CDN M Shares to effect the Amalgamation, CDN M will receive one Amalco Share for each one CDN M Share issued to holders of Blueberries Common Shares; and
- (d) Amalco will be a wholly-owned subsidiary of CDN M.

6. Delivery of Securities Following Amalgamation

In accordance with normal commercial practice, as soon as practicable but in any event within three business days following the Effective Date, CDN M, directly or through the Transfer Agent, shall issue certificates, or direct registration system (“**DRS**”) advices, representing the appropriate number of CDN M Shares to the former Blueberries Shareholders (other than Dissenting Blueberries Shareholders) by delivering such certificates, or DRS advices, to the address set out in the minute books of Blueberries in exchange for certificates (if issued, representing such Blueberries Shares). Certificates formerly representing Blueberries Common Shares shall cease to represent any claim upon or interest in Blueberries other than the right of the registered holder to receive the number of CDN M Shares to which it is entitled pursuant to the terms hereof.

7. Lost Certificates

In the event any certificate which immediately prior to the Effective Date represented one or more outstanding Blueberries Common Shares that are to be exchanged pursuant to Section 5 hereof shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the holder thereof, as applicable, claiming such certificate to be lost, stolen or destroyed, the Transfer Agent will issue in exchange for such lost, stolen or destroyed certificate, one or more certificates representing one or more of CDN M Shares to which they are entitled and, in each case, deliverable pursuant to Section 6 hereof. In exchange for any lost, stolen or destroyed certificate, the holder to whom such certificates representing such securities are to be issued shall, as a condition precedent to the issuance thereof, give a bond or fee, satisfactory to the Transfer Agent in such sum as CDN M may direct or otherwise indemnify CDN M in a manner satisfactory to CDN M

against any claim that may be made against CDN M with respect to the certificate alleged to have been lost, stolen or destroyed.

8. Extinguishment of Rights

Any certificate which immediately prior to the Effective Time represented outstanding Blueberries Common Shares that are not held by a Dissenting Blueberries Shareholder who is ultimately entitled to be paid fair value of the Blueberries Common Shares held by such Dissenting Blueberries Shareholder but was exchanged or was deemed to have been exchange pursuant to Section 5 hereof, that has not been deposited with all other instruments required by the Transfer Agent on or prior to the second anniversary of the Effective Date shall cease to represent a claim or interest of any kind or nature as a holder of CDN M Shares. On such date, CDN M Shares (and any dividends or distributions with respect thereto) to which the former holder of the certificate referred to in the preceding sentence was ultimately entitled shall be deemed to have been surrendered for no consideration to CDN M, together with all entitlements to dividends, distributions and interest in respect thereof held for such former holder. None of Blueberries, CDN M or the Transfer Agent shall be liable to any Person in respect of any CDN M Shares (or dividends or distributions) delivered to a public official pursuant to and in compliance with any applicable abandoned property, escheat or similar applicable law.

9. Dissent Rights

Registered Blueberries Shareholders may exercise rights of dissent (“**Dissent Rights**”) from the special resolution adopting this Agreement pursuant to and in the manner set forth in Section 185 of the OBCA, provided that holders who exercise such rights of dissent and who:

- (a) are ultimately entitled to be paid fair value for their Blueberries Common Shares, which fair value shall be the fair value of such shares as at the date specified in Section 185 of the OBCA; and
- (b) are ultimately not entitled, for any reason, to be paid fair value for their Blueberries Common Shares shall be deemed to have participated in the Amalgamation, as of the Effective Time, on the same basis as a non-dissenting holder of Blueberries Shares and shall be entitled to receive only the consideration contemplated in Section 5 hereof that such holder would have received pursuant to the Amalgamation if such holder had not exercised dissent rights,

but in no case shall CDN M, Blueberries or Subco or any other Person be required to recognize holders of Blueberries Common Shares who exercise Dissent Rights as holders of CDN M Shares after the time specified in the OBCA, and the names of such holders of Blueberries Common Shares who exercise Dissent Rights shall be deleted from the register of Blueberries Shareholders at the Effective Time.

10. Fractional Shares

No fractional CDN M Shares will be issuable to Blueberries Shareholders pursuant to the Amalgamation, and no cash payment or other form of consideration will be payable in lieu thereof. In the event that the former holder of Blueberries Common Shares is entitled to receive a fractional CDN M Share, any such fractional CDN M Share interest to which a Blueberries Shareholder would otherwise be entitled pursuant to the Amalgamation will be rounded down to the nearest whole CDN M Share.

11. Filing of Articles of Amalgamation

If this Agreement is adopted by each Amalgamating Corporation as required by the OBCA, the Amalgamating Corporations agree that they will, jointly and together, file with the Director, agreed upon Articles of Amalgamation in the form prescribed under the OBCA.

12. Effective Time

The Amalgamation shall take effect and go into operation at 12:01 a.m. on the Effective Date, if this Agreement has been adopted as required by law and all necessary filings have been made with the Director before that time, or at such later time, or time and date, as may be determined by the directors or by special resolutions of the Amalgamating Corporations when this Agreement shall have been adopted as required by law; provided, however, that if this Agreement is terminated under Section 20 hereof, the Amalgamation shall not take place notwithstanding the fact that this Agreement may have been adopted by the shareholders of the Amalgamating Corporations.

13. Amalco Name

The name of Amalco shall be “Blueberries Research Corp.”

14. Registered Office

The registered office of Amalco shall be in the City of Toronto in the Province of Ontario. The address of the first registered office of Amalco shall be: Suite 2100, Scotia Plaza, 40 King Street West, Toronto, Ontario M5H 3C2.

15. Activities

- (a) Restrictions on Share Transfer. The right to transfer shares of Amalco shall be restricted in that no shareholder shall be entitled to transfer any share or shares without either:
 - (i) the approval of the directors of Amalco expressed by a resolution passed at a meeting of the board of directors or by a resolution in writing signed by all of the directors entitled to vote on that resolution at a meeting of directors; or
 - (ii) the approval of the holders of shares of Amalco carrying at least a majority of the votes entitled to be cast at a meeting of shareholders, expressed by a resolution passed at a meeting of the holders of such shares or by an instrument or instruments in writing signed by the holders of a majority of such shares.
- (b) Restrictions on Business. There shall be no restrictions on the business that Amalco may carry on.
- (c) Fiscal Year. The fiscal year end of Amalco shall be December 31 of each year.
- (d) By-laws. The by-laws of Amalco shall be in the form of the by-laws of Subco.
- (e) Special Provisions. Subject to the provisions of the OBCA, the following provisions shall apply to Amalco:

- (i) Without in any way restricting the powers conferred upon Amalco or its board of directors by the OBCA, as now enacted or as the same may from time to time be amended, re-enacted or replaced, the board of directors may from time to time, without authorization of the shareholders, in such amounts and on such terms as it deems expedient:
 - A. borrow money upon the credit of Amalco;
 - B. issue, re-issue, sell or pledge debt obligations of Amalco;
 - C. subject to the provisions of the OBCA, as now enacted or as the same may from time to time be amended, re-enacted or replaced, give a guarantee on behalf of Amalco to secure performance of an obligation of any person; and
 - D. mortgage, hypothecate, pledge or otherwise create a security interest in all or any property of Amalco owned or subsequently acquired, to secure any obligation of Amalco; and
- (ii) The board of directors may from time to time delegate to a director, a committee of directors or an officer of Amalco any or all of the powers conferred on the board as set out above, to such extent and in such manner as the board shall determine at the time of such delegation.

16. Authorized Capital

The authorized capital of Amalco shall consist of an unlimited number of common shares without nominal or par value.

17. Capital

The amount to be added to the stated capital in respect of the Amalco Shares issuable by Amalco pursuant to Sections 4(e) and 4(f) of this Agreement shall be the aggregate of: (i) the Paid-up Capital, determined before the Effective Time, of the Subco Shares converted into Amalco Shares pursuant to Section 4(e); and (ii) the Paid-up Capital, determined before the Effective Time, of all of the issued and outstanding Blueberries Common Shares immediately before the Effective Time (other than any Blueberries Common Shares held by Subco, if any).

18. Number of Directors

The board of directors of Amalco shall consist of a minimum of 1 director and a maximum of 10 directors, until changed in accordance with the OBCA. Until changed by special resolution of the shareholders of Amalco, or if the directors of Amalco are so authorized by special resolution of the shareholders of Amalco, by resolution of the said directors, the board of directors of Amalco shall consist of three directors.

19. Initial Directors

The first directors of Amalco shall be the person whose names and residential addresses appear below:

<u>Name</u>	<u>Prescribed Address</u>
Christian Toro	Wildeboer Dellelce Place, 365 Bay Street, Suite 800, Toronto, ON M5H 2V1
Camilo Villalba	Wildeboer Dellelce Place, 365 Bay Street, Suite 800, Toronto, ON M5H 2V1
Matthew Bajurny	130 King St. W. #2210, Toronto, ON M5X 1K6

The above directors will hold office from the Effective Date until the first annual meeting of shareholders of Amalco or until their successors are elected or appointed.

20. Termination

This Agreement may be terminated by the board of directors of each of the Amalgamating Corporations, notwithstanding the approval of this Agreement by the shareholders of the Amalgamating Corporations, at any time prior to the issuance of the Certificate of Amalgamation and following the termination of the Business Combination Agreement, without, except as provided in the Business Combination Agreement, any recourse by any Party hereto or any of their shareholders or other Persons.

21. Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein. Each Party hereby irrevocably attorns to the jurisdiction of the courts of the Province of Ontario in respect of all matters arising under or in relation to this Agreement.

22. Further Assurances

Each of the Parties agrees to execute and deliver such further instruments and to do such further reasonable acts and things as may be necessary or appropriate to carry out the intent of this Agreement.

23. Time of the Essence

Time shall be of the essence of this Agreement.

24. Amendments

This Agreement may only be amended or otherwise modified by written agreement executed by the Parties.

25. Counterparts

This Agreement may be signed in counterparts (including counterparts by facsimile, PDF or other electronic means), and all such signed counterparts, when taken together, shall constitute one and the same agreement, effective on this date.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

BLUEBERRIES CANNABIS CORP.

By: _____
Name:
Title:

2663895 ONTARIO INC.

By: _____
Name:
Title:

CDN MSOLAR CORP.

By: _____
Name:
Title:

SCHEDULE B
BLUEBERRIES DISCLOSURE SCHEDULE

**SECTION 3.21
OWNED REAL PROPERTY**

Property	Registration No.	Description
EL PORVENIR	50N-365101	<p>Lot called "El Porvenir " which adjoins:</p> <ul style="list-style-type: none">i. by the east: with the river Aves,ii. by the West: with lands of Adelina Diaz,iii. by wire fence in the middle by the south: with lands of Adelina Diaz, by wire fence and enclose and to the north: With lands of Luis Antonio Prieto by wire fence. <p>According to Public Deed 281 of 05-24-2001 of the Sole Notary of Guatavita. Area is updated according to certificate of IGAC 000554 of 12-06-2001 with area of 3 hectares.</p>
COROMOTO	176-96072	<p>The plot of land known as Hacienda, Coromoto, located in Cogua, Cudinamarca, Colombia. Blueberries S.A.S. will occupy initially 15 hectares of the 82 hectare property. Blueberries S.A.S. will have an option to acquire additional land if required.</p>

**SECTION 3.22
LEASED PROPERTY**

Blueberries S.A.S. currently leases unit 406 of the premises known municipally as Calle 93#15-51 (the "Lease"). The rentable area under the Lease totals approximately 230 square meters. The Lease has a term of six (6) month pursuant to which Blueberries S.A.S. pays approximately US\$6,000 per month.

SECTION 3.25
BLUEBERRIES MATERIAL CONTRACTS

1. Collaboration agreement dated June 5, 2018 between Blueberries S.A.S. and the National University of Colombia, specifically with the Dean of the Faculty of Agricultural Science, pursuant to which the National University of Colombia will provide technical expertise to Blueberries S.A.S. with respect to the stabilization, evaluation and development of cannabis strains.
2. Letter of intent dated June 14, 2018 between Blueberries S.A.S. and Canna & Co S.A.S. in connection with the establishment of a future covenant regarding the purchase and sale of medicinal cannabis products and the offering of medicinal cannabis products in both national and foreign markets.
3. The Letter of Intent dated September 6, 2018 between Blueberries and CDN.M.
4. Purchase and Sale of Shares Agreement dated October 3, 2018 between Blueberries, Blueberries SAS, Andres Castaneda, Paola Castaneda, Black Swan Finance Corp. and Optim Holdings SAS.
5. Letter of intent dated September 9, 2018 between Blueberries S.A.S. and Madre Terra, an Italian company interested in acquiring the medicinal cannabis products produced by Blueberries S.A.S.
6. Letter of intent dated January 16, 2018 between Blueberries S.A.S. and Fundación la Virgen de Coromoto S.A.S in connection with the acquisition of up to 82 hectares of the Coromoto Property at a price of US\$100,000 per hectare.
7. Business Combination Agreement dated February 1, 2019 between Blueberries, CNDM and Subco.

SECTION 3.33(b)
EMPLOYMENT MATTERS AND EMPLOYEE PLANS

Name and Principal Position	Year	Salary (\$)	Share-based awards (\$)	Option-based awards (\$) ⁽¹⁾	Non-equity incentive plan compensation (\$)		Pension value (\$)	All other Compensation (\$)	Total Compensation (\$) ⁽⁴⁾
					Annual incentive plans	Long-term incentive plans ⁽²⁾			
Christian Toro <i>Chief Executive Officer</i>	2019	\$130,000	Nil	\$500,000	N/A	N/A	N/A	Nil	\$630,000
Chris Reid <i>Interim-Chief Financial Officer</i>	2019	\$120,000	Nil	Nil	N/A	N/A	N/A	Nil	\$120,000
Camilo Villalba <i>Chief Operating Officer</i>	2019	\$120,000	Nil	\$500,000	N/A	N/A	N/A	Nil	\$620,000

(1) Option based grants may be awarded to NEOs in fiscal 2019.

(2) It is expected that NEOs will be able to fully participate in employee benefits of the Issuer, and reasonable business expenses, including travel and lodging, will be reimbursed to NEOs.

(3) This figure does not include the potential value of securities or benefits proposed to be issued, paid or reimbursed in footnotes (1) and (2) above.

SCHEDULE C
CDNM DISCLOSURE SCHEDULE

SECTION 4.16
CDNM MATERIAL CONTRACTS

1. Business Combination Agreement dated February 1, 2019 between Blueberries, CNDM and Subco.

**SECTION 4.17
OTHER CONTRACTS OF CDN**

None.

SCHEDULE D
APPROVED EXPENDITURES OF BLUEBERRIES

		July 2018	August 2018	September 2018	October 2018
		(\$)	(\$)	(\$)	(\$)
G&A	Payroll	7,803.67	11,629.00	12,364.07	13,633.48
	Rental	1,235.88	1,235.88	3,001.41	3,301.55
	Legal Advice	1,059.32	706.21	2,824.86	3,107.35
	Human resources outsourcing	564.97	494.35	423.73	466.10
OPEX	Payroll	13,819.09	16,396.19	19,062.15	20,968.37
	Materials	706.21	635.59	423.73	466.10
	Purchase of seeds	0.00	4,060.73	0.00	0.00
	Licenses	0.00	2,824.86	0.00	0.00
	Transportation cost	282.49	229.52	459.04	504.94
	Permits	0.00	4,237.29	706.21	776.83
	Office supplies and others	812/15	564.97	882.77	971.05
	Utilities	105.93	176.55	211.86	233.05
	Maintenance	105.93	282.49	141.24	155.36
	R&G	0.00	0.00	6,000.00	6,600.00
	Small producers	0.00	1,200.00	6,200.00	6,820.00
CAPEX	Sponsorships	0.00	200.00	1,500.00	1,650.00
	Equipment	2,824.86	6,355.93	6,355.93	6,991.52
	Irrigation (Nursery)	0.00	1,412.43	353.11	388.42
	Total	29,320.50	52,641.99	60,940.11	67,034.12