

AMENDED AND RESTATED ARRANGEMENT AGREEMENT

THIS AMENDED AND RESTATED ARRANGEMENT AGREEMENT is dated as of August 9, 2021.

BETWEEN:

MYDECINE INNOVATIONS GROUP INC., a corporation existing under the *Business Corporations Act* (British Columbia)

("Mydecine")

AND:

ALT HOUSE CANNABIS INC., a corporation existing under the *Business Corporations Act* (British Columbia)

("Spinco")

WHEREAS:

- A. Mydecine and Spinco are parties to a certain arrangement agreement dated March 10, 2021 (the "**Original Arrangement Agreement**");
- B. Mydecine owns shares in the U.S. Cannabis Companies (as defined below) and the U.S. Landco (as defined below) (collectively, the "**Transferred Companies**");
- C. pursuant to the Original Arrangement Agreement, Mydecine and Spinco intend to proceed with a corporate restructuring by way of a statutory arrangement under the BCBCA, pursuant to which Mydecine and Spinco will participate in a series of transactions whereby, among other things, Mydecine will transfer all its shares in the Transferred Companies to Spinco in consideration for, among other things, Spinco Spinout Shares (as defined below), which will ultimately be distributed to the holders of Mydecine Shares such that the holders of Mydecine Shares (other than Dissenting Shareholders) will become holders of Spinco Spinout Shares;
- D. Mydecine proposes to convene a meeting of the Mydecine Shareholders (as defined below) to consider the Arrangement pursuant to Part 9, Division 5 of the BCBCA, on the terms and conditions set forth in the Plan of Arrangement; and
- E. each of the parties to the Original Arrangement Agreement have agreed to amend and restate the Original Arrangement Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual agreements and covenants herein contained (the receipt and adequacy of such consideration being mutually acknowledged by each party), the parties covenant and agree as follows:

ARTICLE 1

DEFINITIONS, INTERPRETATION AND EXHIBIT

1.1 Definitions. In this Agreement, including the above Recitals, the following capitalized words and terms will have the following meanings:

- (a) "**Agreement**" means this amended and restated arrangement agreement (including the exhibits and schedules attached hereto), as the same may be supplemented, modified or amended from time to time;
- (b) "**Arrangement**" means the arrangement pursuant to the Arrangement Provisions as contemplated by the provisions of this Agreement and the Plan of Arrangement;

- (c) **“Arrangement Provisions”** means Part 9, Division 5 of the BCBCA;
- (d) **“Arrangement Resolution”** means the special resolution of the Mydecine Shareholders to approve the Arrangement, as required by the Interim Order and the BCBCA, in substantially the form as set out in Schedule “A” attached to the Plan of Arrangement;
- (e) **“BCBCA”** means the *Business Corporations Act*, S.B.C. 2002, c. 57, as amended;
- (f) **“Business Day”** means a day which is not a Saturday, Sunday or statutory holiday in Vancouver, British Columbia;
- (g) **“Constating Documents”** means, in respect of Mydecine and Spinco, their respective Articles and related Notice of Articles under the BCBCA;
- (h) **“Court”** means the Supreme Court of British Columbia;
- (i) **“DGCL”** means the Delaware General Corporation Law (Title 8, Chapter 1 of the Delaware Code, as amended);
- (j) **“Dissent Procedures”** means the rules pertaining to the exercise of Dissent Rights as set forth in Division 2 of Part 8 of the BCBCA and Article 5 of the Plan of Arrangement, as may be modified by the Interim Order, the Agreement or the Plan of Arrangement;
- (k) **“Dissent Rights”** means the right of a registered holder of Mydecine Shares to dissent from the Arrangement Resolution in accordance with the provisions of the BCBCA, as may be modified by the Interim Order, this Agreement, or the Plan of Arrangement, and to be paid the fair value of the Mydecine Shares in respect of which the holder dissents;
- (l) **“Dissenting Shareholder”** means a registered holder of Mydecine Shares who validly exercises Dissent Rights in respect of the Arrangement in strict compliance with the Dissent Procedures and who has not withdrawn or been deemed to have withdrawn such exercise of Dissent Rights;
- (m) **“Effective Date”** means the date upon which the Arrangement becomes effective in accordance with the Plan of Arrangement and the Final Order;
- (n) **“Effective Time”** means 12:01 a.m. (Pacific time) on the Effective Date or such other time on the Effective Date as agreed to in writing by Mydecine and Spinco;
- (o) **“Exchanged Securities”** means the Mydecine Shares, the Mydecine Options, the Mydecine Share Warrants, the Mydecine Unit Warrants, the Mydecine Performance Warrants and the Mydecine Top-Up Rights.
- (p) **“Final Order”** means the final order of the Court approving the Arrangement;
- (q) **“IFRS”** means International Financial Reporting Standards as issued by the International Accounting Standards Board and interpretations of the International Financial Reporting Interpretations Committee;
- (r) **“In the Money Amount”** at a particular time with respect to a Mydecine Option, Mydecine Replacement Option or Spinco Option means the amount, if any, by which the fair market value of the underlying security exceeds the exercise price of the relevant option at such time;
- (s) **“Information Circular”** means the management information circular of Mydecine, including all appendices attached thereto, to be sent to the Mydecine Shareholders in connection with the Mydecine Meeting, together with any amendments or supplements thereto;
- (t) **“Interim Order”** means the interim order of the Court containing declarations and directions in connection with the Arrangement and the holding of the Mydecine Meeting, as such order may be affirmed, amended or modified by any court of competent jurisdiction;
- (u) **“Mindleap Agreement”** means the share exchange agreement dated June 17, 2020, among Mydecine, Mindleap Health Inc. and shareholders of Mindleap Health Inc.;

- (v) **“Mydecine”** means Mydecine Innovations Group Inc., a corporation incorporated pursuant to the laws of the Province of British Columbia;
- (w) **“Mydecine Board”** means the board of directors of Mydecine;
- (x) **“Mydecine Class A Common Shares”** has the meaning set out in subsection 3.1(b) of the Plan of Arrangement;
- (y) **“Mydecine Meeting”** means the special meeting of the Mydecine Shareholders and any adjournments thereof to be held to, among other things, consider and, if deemed advisable, approve the Arrangement;
- (z) **“Mydecine Options”** means the stock options to acquire Mydecine Shares that are outstanding immediately prior to the Effective Time;
- (aa) **“Mydecine Performance Warrants”** means the 10,000,000 performance warrants dated August 31, 2020 issued by Mydecine pursuant to the Neuropharm Agreement, each exercisable into a Mydecine Share on a cashless basis;
- (bb) **“Mydecine Replacement Option”** means an option to acquire a New Mydecine Share to be issued by Mydecine to a holder of an Mydecine Option pursuant to subsection 3.1(c) of the Plan of Arrangement;
- (cc) **“Mydecine Share Warrants”** means the share purchase warrants of Mydecine exercisable to acquire Mydecine Shares that are outstanding immediately prior to the Effective Time;
- (dd) **“Mydecine Shareholder”** means a holder of Mydecine Shares, Mydecine Class A Common Shares or New Mydecine Shares, as the context requires;
- (ee) **“Mydecine Shares”** means the existing common shares in the capital of Mydecine as the same are constituted immediately before the Effective Time;
- (ff) **“Mydecine Stock Option Plan”** means the existing stock option plan of Mydecine, as updated and amended from time to time;
- (gg) **“Mydecine Top-Up Right Holders”** means the Mydecine Shareholders entitled to receive Mydecine Top-Up Shares;
- (hh) **“Mydecine Top-Up Shares”** means, collectively: (a) the Mydecine Shares to be issued on August 31, 2021 and February 28, 2022 to certain Mydecine Shareholders who were previously shareholders of Neuropharm Inc. pursuant to the Neuropharm Agreement if certain conditions are met as set out therein; and (b) the Mydecine Shares to be issued on August 17, 2021 and February 17, 2022 and August 17, 2022 to certain Mydecine Shareholders who were previously shareholders of Mindleap Health Inc. pursuant to the Mindleap Agreement if certain conditions are met as set out therein;
- (ii) **“Mydecine Unit Warrants”** means the unit purchase warrants of Mydecine, each exercisable to acquire one Mydecine Share and one share purchase warrant (each warrant exercisable to acquire one Mydecine Share), that are outstanding immediately prior to the Effective Time;
- (jj) **“NEO”** means the NEO Exchange;
- (kk) **“Neuropharm Agreement”** means the share exchange agreement dated July 14, 2020, as amended on August 31, 2020 among Mydecine, Neuropharm Inc. and shareholders of Neuropharm Inc.;
- (ll) **“New Mydecine Shares”** has the meaning set out in subsection 3.1(b) of the Plan of Arrangement;
- (mm) **“Notice of Meeting”** means the notice of special meeting of the Mydecine Shareholders in respect of the Mydecine Meeting;
- (nn) **“party”** means either Mydecine or Spinco and **“parties”** means, collectively, Mydecine and Spinco;

- (oo) **“person”** means and includes an individual, sole proprietorship, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate, a trustee, executor, administrator or other legal representative and the Crown or any agency or instrumentality thereof;
- (pp) **“Plan of Arrangement”** means the plan of arrangement substantially in the form attached to this Agreement as Exhibit “A”, as the same may be amended or supplemented from time to time;
- (qq) **“Pre-Arrangement Steps”** has the meaning ascribed thereto in Section 4.10;
- (rr) **“Record Date”** means the record date with respect to voting at the Mydecine Meeting;
- (ss) **“Registrar”** means the Registrar of Companies under the BCBCA;
- (tt) **“Section 3(a)(10) Exemption”** means the exemption from the registration requirements of the U.S. Securities Act set forth in section 3(a)(10) of the U.S. Securities Act;
- (uu) **“Spinco”** means Alt House Cannabis Inc.;
- (vv) **“Spinco Board”** means the board of directors of Spinco;
- (ww) **“Spinco Options”** means stock options issued pursuant to the Spinco Stock Option Plan, including the Spinco Options to be issued pursuant to subsection 3.1(c) of the Plan of Arrangement;
- (xx) **“Spinco Shares”** means common shares in the capital of Spinco;
- (yy) **“Spinco Spinout Shares”** means the 2,500,000 Spinco Shares (or such other amount as agreed to in writing by Mydecine and Spinco) to be issued to Mydecine pursuant to the terms hereof;
- (zz) **“Spinco Stock Option Plan”** means the stock option plan to be adopted by Spinco in accordance with Section 4.3 on substantially similar terms as the Mydecine Stock Option Plan and as may otherwise be modified, amended or restated as more particularly described in the Information Circular;
- (aaa) **“Tax Act”** means the *Income Tax Act* (Canada), R.S.C. 1985 (5th Supp.) c.1, as amended;
- (bbb) **“Transferred Companies”** means, collectively, the U.S. Cannabis Companies and U.S. Landco;
- (ccc) **“U.S. Cannabis Companies”** means:
 - (i) Alternative Distribution Company, LLC (formerly Levee Street Holdings, LLC)
 - (ii) Drink Fresh Water, LLC
 - (iii) Tealief Brands, LLC
 - (iv) Relyfe Brands, LLC
 - (v) We are Kured, LLC
 - (vi) Trellis Holdings Oregon OP, LLC
- (ddd) **“U.S. HoldCo”** means a corporation to be incorporated pursuant to a certificate of incorporation (or articles of incorporation) to be filed with the Secretary of State of the State of Delaware pursuant to the DGCL;
- (eee) **“U.S. LandCo”** means 1176392 BC Ltd., a corporation existing pursuant to the laws of British Columbia to be converted, as part of the Pre-Arrangement Steps, to a corporation to be incorporated pursuant to a certificate of incorporation (or articles of incorporation) to be filed with the Secretary of State of the State of Delaware pursuant to the DGCL; and
- (fff) **“U.S. Securities Act”** means the United States Securities Act of 1933, as amended, and the rules and regulations promulgated from time to time thereunder.

1.2 Currency. All amounts of money which are referred to in this Agreement are expressed in lawful money of Canada.

1.3 Interpretation Not Affected by Headings. The division of this Agreement into articles, sections and subsections and the insertion of headings are for convenience of reference only and will not affect the construction or interpretation of the provisions of this Agreement. The terms “*this Agreement*”, “*hereof*”, “*herein*”, “*hereunder*” and similar expressions refer to this Agreement and the exhibits and schedules attached hereto as a whole and not to any particular article, section or subsection hereof and include any agreement or instrument supplementary or ancillary hereto.

1.4 Sections. References herein to Articles, Sections, Subsections and Schedules are to articles, sections and subsections of and schedules to this Agreement.

1.5 Number and Gender. In this Agreement, unless the context otherwise requires, words importing the singular will include the plural and vice versa and words importing the use of either gender will include both genders and neuter and words importing persons will include firms and corporations.

1.6 Date for any Action. In the event that any date on which any action is required to be taken hereunder by Mydecine or Spinco is not a Business Day in the place where the action is required to be taken, such action will be required to be taken on the next succeeding day which is a Business Day in such place.

1.7 Meaning. Words and phrases used herein and defined in the BCBCA will have the same meaning herein as in the BCBCA unless the context otherwise requires.

1.8 Accounting Matters. Unless otherwise stated, all accounting terms used in this Agreement will have the meanings attributable thereto under IFRS, as applicable and all determinations of an accounting nature are required to be made will be made in a manner consistent with IFRS.

1.9 Reference to Legislation. References in this Agreement to any statute or sections thereof will include such statute as amended or substituted and any regulations promulgated thereunder from time to time in effect.

1.10 Reference to Agreements and Instruments. References in this Agreement to any other agreement, instrument or other document will include such agreement, instrument or other document as the same may be amended, supplemented or otherwise modified from time to time in accordance with the terms thereof.

1.11 Enforceability. All representations, warranties, covenants and opinions in or contemplated by this Agreement as to the enforceability of any covenant, agreement or document are subject to enforceability being limited by applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other laws relating to or affecting creditors’ rights generally, and the discretionary nature of certain remedies (including specific performance and injunctive relief and general principles of equity).

1.12 Exhibits. Attached hereto and deemed to be incorporated into and form an integral part of this Agreement as Exhibit “A” is the Plan of Arrangement.

ARTICLE 2 ARRANGEMENT

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

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

2.3 Commitment to Effect. Subject to termination of this Agreement pursuant to Article 6 hereof, the parties will each use all commercially reasonable efforts and do all things reasonably required to cause the Plan of Arrangement to become effective by no later than September 30, 2021, or by such other later date as Mydecine and Spinco may determine, and in conjunction therewith to cause the conditions described in Section 5.1 to be complied with prior to the Effective Date. Without limiting the generality of the foregoing, the parties will proceed forthwith to apply for the Interim Order and Mydecine will call the

Mydecine Meeting and mail the Information Circular to the Mydecine Shareholders.

2.4 Interim Order. Subject to the approval by the Court, the Interim Order will provide that:

- (a) the securities of Mydecine for which holders will be entitled to vote on the Arrangement Resolution will be the Mydecine Shares;
- (b) the Mydecine Shareholders will be entitled to vote on the Arrangement Resolution, with each shareholder being entitled to one vote for each Mydecine Share held by such holder as of the record date; and
- (c) the requisite majority for the approval of the Arrangement Resolution will be two-thirds ($\frac{2}{3}$) of the votes cast by the Mydecine Shareholders entitled to vote on the Arrangement Resolution and present in person or by proxy at the Mydecine Meeting.

2.5 Filing of Final Order. Subject to the rights of termination contained in Article 6 hereof, upon the Mydecine Shareholders approving the Arrangement Resolution in accordance with the provisions of the Interim Order and the BCBCA, Mydecine obtaining the Final Order (including the Court's approval of the fairness of the Transaction) and the other conditions contained in Article 5 hereof being complied with or waived, Mydecine on its behalf and on behalf of Spinco will, if required, file with the Registrar: (a) the records and information required by the Registrar pursuant to the Arrangement Provisions; and (b) a copy of the Final Order.

2.6 U.S. Securities Law Matters. The parties agree that the Arrangement will be carried out with the intention that all securities to be issued and exchanged pursuant to the Arrangement will be issued and exchanged in reliance on the Section 3(a)(10) Exemption. In order to ensure the availability of the Section 3(a)(10) Exemption, the parties agree that the Arrangement will be carried out on the following basis:

- (a) the Arrangement will be subject to the approval of the Court and the Court will hold a hearing approving the fairness of the terms and conditions of the Arrangement that each holder of the Exchanged Securities shall have the right to attend the hearing of the Court to give approval of the Arrangement and providing them with sufficient information necessary for them to exercise that right;
- (b) prior to the hearing required to approve the Arrangement, the Court will be advised by the parties as to the intention of the parties to rely on the Section 3(a)(10) Exemption based on the Court's approval of the Arrangement with respect to the securities to be issued in exchange for the Exchanged Securities;
- (c) the Court will be required to have sufficient information before it to determine the value of the securities to be surrendered and the securities to be issued in the Arrangement in order to satisfy itself as to the substantive and procedural fairness of the terms and conditions of the Arrangement to the holders of the Exchanged Securities by finding, after holding the hearing, that the terms and conditions of the Arrangement are fair (both procedurally and substantively) to those to whom securities will be issued in exchange for the Exchanged Securities;
- (d) Mydecine will ensure that each holder of the Exchanged Securities will be given adequate notice advising them of their right to attend the hearing of the Court to give approval of the Arrangement and providing them with sufficient information necessary for them to exercise that right;
- (e) each holder of the Exchanged Securities that is a resident of the United States or a "U.S. person" within the meaning of Regulation S under the U.S. Securities Act will be advised that securities issued in exchange for the Exchanged Securities pursuant to the Arrangement have not been registered under the U.S. Securities Act and will be issued in a transaction exempt from the registration requirements under the U.S. Securities Act in reliance on the Section 3(a)(10) Exemption;
- (f) the Final Order approving the Arrangement that is obtained from the Court will expressly state that the terms and conditions of the Arrangement is approved by the Court as being fair, substantively and procedurally, to those to whom securities will be issued in exchange for the Exchanged Securities;

- (g) the Interim Order approving the Mydecine Meeting will specify that each holder of the Exchanged Securities will have the right to appear before the Court at the hearing of the Court to give approval of the Arrangement so long as such holder of the Exchanged Securities files a Response to Petition within a reasonable time and in accordance with the requirements of the Interim Order and Section 3(a)(10) under the U.S. Securities Act; and
- (h) the Final Order will include a statement substantially to the following effect:
“This Order shall serve as a basis of a claim to an exemption, pursuant to section 3(a)(10) of the United States Securities Act of 1933 (the “Act”), as amended, from the registration requirements of the Act, regarding the distribution of securities of Mydecine Innovations Group Inc. and Alt House Cannabis Inc. pursuant to the Plan of Arrangement.”

ARTICLE 3 REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties. Each of the parties hereby represents and warrants to the other party as of the date hereof that:

- (a) it is a corporation validly existing under the applicable laws of the jurisdiction of its incorporation, and has full capacity and authority to enter into this Agreement and to perform its covenants and obligations hereunder;
- (b) it has taken all corporate actions necessary to authorize the execution and delivery of this Agreement and to consummate the transactions contemplated herein and this Agreement has been duly executed and delivered by it;
- (c) neither the execution and delivery of this Agreement nor the performance of any of its covenants and obligations hereunder will constitute a material default under, or be in any material contravention or breach of (i) any provision of its Constatng Documents or other governing corporate documents, (ii) any judgment, decree, order, law, statute, rule or regulation applicable to it, or (iii) any agreement or instrument to which it is a party or by which it is bound; and
- (d) no dissolution, winding up, bankruptcy, liquidation or similar proceedings has been commenced or are pending or proposed in respect of it.

ARTICLE 4 COVENANTS

4.1 Covenants. On and after the date hereof, each of the parties covenants and agrees with the other party hereto that it shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such agreements, certificates, assurances, notices and other documents and instruments, and shall make all necessary filings and obtain all necessary approvals, consents and acceptances of appropriate regulatory authorities, at the sole cost and expense of such party pursuant to Section 7.6, as may be reasonably necessary in order to carry out the intent and accomplish the purposes of this Agreement including, for greater certainty, the Plan of Arrangement, the consummation of the transactions contemplated hereby on the Effective Date and the enforceability of the transactions contemplated hereby and the maintenance of the desired tax and securities law-related treatment of the transactions contemplated hereby following the Effective Date.

4.2 Interim Order and Final Order. The parties acknowledge that Mydecine will apply to and obtain from the Court, pursuant to the Arrangement Provisions, the Interim Order providing for, among other things, the calling and holding of the Mydecine Meeting for the purpose of considering and, if deemed advisable, approving and adopting the Arrangement Resolution. The parties each covenant and agree that if the approval of the Arrangement by the Mydecine Shareholders as set out in Section 5.1(b) is obtained, Mydecine will thereafter (subject to the exercise of any discretionary authority granted to

Mydecine's directors) take the necessary actions to submit the Arrangement to the Court for approval and apply for the Final Order and, subject to compliance with any of the other conditions provided for in Article 5 below and to the rights of termination contained in Article 6 below, file the material described in Section 2.5 with the Registrar, if required.

4.3 Spinco Stock Option Plan. In connection with the Arrangement, but prior to the Effective Time, Spinco will adopt the Spinco Stock Option Plan.

4.4 Mydecine Options. The parties acknowledge that pursuant to the Arrangement, each Mydecine Option then outstanding to acquire one Mydecine Share will be exchanged for:

- (a) one Mydecine Replacement Option to acquire one New Mydecine Share having an exercise price equal to the product of the original exercise price of the Mydecine Option multiplied by the fair market value of a New Mydecine Share at the Effective Time divided by the total of the fair market value of a New Mydecine Share and the fair market value of 0.010416 Spinco Shares at the Effective Time; and
- (b) one Spinco Option to acquire 0.010416 Spinco Shares, each whole Spinco Option having an exercise price equal to the product of the original exercise price of the Mydecine Option multiplied by the fair market value of 0.010416 Spinco Shares at the Effective Time divided by the total of the fair market value of one New Mydecine Share and 0.010416 Spinco Shares at the Effective Time,

provided that the aforesaid exercise prices will be adjusted to the extent, if any, required to ensure that the aggregate In the Money Amount of the Mydecine Replacement Option and the Spinco Option immediately after the exchange does not exceed the In the Money Amount immediately before the exchange of the Mydecine Option so exchanged. It is intended that subsection 7(1.4) of the Tax Act apply to the exchange of Mydecine Options and Spinco agrees to promptly issue Spinco Shares upon the due exercise of Spinco Options.

4.5 Mydecine Share Warrants. The parties acknowledge that, from and after the Effective Date, all Mydecine Share Warrants will entitle the holder to receive, upon due exercise of each Mydecine Share Warrant, for the original exercise price:

- (a) one New Mydecine Share for each Mydecine Share that was issuable upon due exercise of the Mydecine Share Warrant immediately prior to the Effective Time; and
- (b) 0.010416 Spinco Shares for each Mydecine Share that was issuable upon due exercise of the Mydecine Share Warrant immediately prior to the Effective Time,

and Spinco hereby covenants that it will forthwith upon receipt of written notice from Mydecine from time to time issue, as directed by Mydecine, that number of Spinco Shares as may be required to satisfy the foregoing.

Mydecine will, as agent for Spinco, collect and pay to Spinco an amount for each 0.010416 Spinco Shares so issued that is equal to the exercise price under the Mydecine Share Warrant multiplied by the fair market value of 0.010416 Spinco Shares at the Effective Time divided by the total fair market value of one New Mydecine and 0.010416 Spinco Shares at the Effective Time.

4.6 Mydecine Unit Warrants. The parties acknowledge that, from and after the Effective Date, all Mydecine Unit Warrants will entitle the holder to receive, upon due exercise of each Mydecine Unit Warrant, for the original exercise price:

- (a) one New Mydecine Share for each Mydecine Share that was issuable upon due exercise of the Mydecine Share Warrant immediately prior to the Effective Time;
- (b) 0.010416 Spinco Shares for each Mydecine Share that was issuable upon due exercise of the Mydecine Share Warrant immediately prior to the Effective Time; and
- (c) one Mydecine Share Warrant, amended in accordance with section 3.1(d) of the Plan of Arrangement, for each Mydecine share purchase warrant that was issuable upon due exercise of the Mydecine Unit Warrant immediately prior to the Effective Time,

and Spinco hereby covenants that it will forthwith upon receipt of written notice from Mydecine from time to time issue, as directed by Mydecine, that number of Spinco Shares as may be required to

satisfy the foregoing.

Mydecine will, as agent for Spinco, collect and pay to Spinco an amount for each 0.010416 Spinco Shares so issued that is equal to the exercise price under the Mydecine Unit Warrant or Mydecine Share Warrant, as applicable, multiplied by the fair market value of 0.010416 Spinco Shares at the Effective Time divided by the total fair market value of one New Mydecine and 0.010416 Spinco Shares at the Effective Time.

4.7 Mydecine Performance Warrants. The parties acknowledge that, from and after the Effective Date, all Mydecine Performance Warrants will entitle the holder to receive, upon due exercise of each Mydecine Performance Warrant, for the original exercise price, on a cashless basis in accordance with the terms of the Mydecine Performance Warrants:

- (a) one New Mydecine Share for each Mydecine Share that was issuable upon due exercise of the Mydecine Performance Warrant immediately prior to the Effective Time; and
- (b) 0.010416 Spinco Shares for each Mydecine Share that was issuable upon due exercise of the Mydecine Performance Warrant immediately prior to the Effective Time,

and Spinco hereby covenants that it will forthwith upon receipt of written notice from Mydecine from time to time issue, as directed by Mydecine, that number of Spinco Shares as may be required to satisfy the foregoing.

4.8 Mydecine Top-Up Rights. The parties acknowledge that, from and after the Effective Date, upon a condition for issuance of Mydecine Top-Up Shares being met, the applicable Mydecine Top-Up Right Holders shall receive:

- (a) one New Mydecine Share for each Mydecine Top-Up Share that was issuable; and
- (b) 0.010416 Spinco Shares for each Mydecine Top-Up Share that was issuable,

and Spinco hereby covenants that it will forthwith upon receipt of written notice from Mydecine from time to time issue, as directed by Mydecine, that number of Spinco Shares as may be required to satisfy the foregoing.

4.9 Fair Market Value. For the purposes of Section 4.4 and 4.5 above and section 3.1 of the Plan of Arrangement, fair market value of the New Mydecine Shares and the Spinco Shares will be determined by the Mydecine Board, acting in good faith.

4.10 Pre-Arrangement Steps. Prior to the Arrangement, the parties shall complete the following steps (collectively, the “Pre-Arrangement Steps”):

- (a) Spinco shall incorporate U.S. HoldCo;
- (b) U.S. LandCo shall emigrate from the laws of the Province of British Columbia to the laws of the State of Delaware;
- (c) Mydecine shall sell and transfer all of the shares of the Transferred Companies to Spinco and, in consideration therefor, Spinco shall issue to Mydecine the Spinco Spinout Shares; and
- (d) Spinco shall sell and transfer all of the shares of the Transferred Companies to U.S. HoldCo and, in consideration therefor, U.S. HoldCo shall issue to the Spinco one share in the common stock of U.S. HoldCo.

4.11 Cash. The parties acknowledge that Mydecine shall not transfer any cash to Spinco in connection with the Arrangement including, without limitation, for purposes of compliance with the Section 3(a)(10) Exemption.

4.12 Listing of Spinco Shares. Spinco covenants and agrees that it will use its commercially reasonable efforts to list the Spinco Shares on the Canadian Securities Exchange or another recognized Canadian stock exchange as soon as practicable following the closing of the Arrangement.

ARTICLE 5 CONDITIONS

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

- (a) the Interim Order will have been granted in form and substance satisfactory to Mydecine, and such order will not have been set aside or modified in a manner unacceptable to Mydecine, on appeal or otherwise;
- (b) the Arrangement Resolution, with or without amendment, will have been approved and adopted by the Mydecine Shareholders at the Mydecine Meeting in accordance with the Arrangement Provisions, the Constatng Documents of Mydecine, the Interim Order and the requirements of any applicable regulatory authorities;
- (c) the Final Order will have been obtained in form and substance satisfactory to each of Mydecine and Spinco;
- (d) the Pre-Arrangement Steps shall have been completed;
- (e) all other consents, orders, regulations and approvals, including regulatory and judicial approvals and orders required or necessary or desirable for the completion of the transactions provided for in this Agreement and the Plan of Arrangement will have been obtained or received from the persons, authorities or bodies having jurisdiction in the circumstances each in form acceptable to Mydecine and Spinco;
- (f) there will not be in force any order or decree restraining or enjoining the consummation of the transactions contemplated by this Agreement and the Plan of Arrangement;
- (g) no law, regulation or policy will have been proposed, enacted, promulgated or applied which interferes or is inconsistent with the completion of the Arrangement and Plan of Arrangement, including any material change to the income tax laws of Canada, which would reasonably be expected to have a material adverse effect on any of Mydecine, the Mydecine Shareholders or Spinco if the Arrangement is completed;
- (h) notices of dissent pursuant to Article 5 of the Plan of Arrangement will not have been delivered by Mydecine Shareholders holding greater than 5% of the outstanding Mydecine Shares; and
- (i) this Agreement will not have been terminated under Article 6 below.

Except for the conditions set forth in Sections 5.1(a) - 5.1(c) and 5.1(i) above, which may not be waived, any of the other conditions in this Section 5.1 may be waived by either Mydecine or Spinco at its discretion.

5.2 Satisfaction of Conditions. The conditions set out in section 5.1 above will be conclusively deemed to have been satisfied, waived or released upon the occurrence of the Effective Date.

5.3 Merger of Representations, Warranties and Covenants. The representations and warranties in Section 3.1 above will be conclusively deemed to be correct as of the Effective Date and the covenants in Section 4.1 above will be conclusively deemed to have been complied with in all respects as of the Effective Date, and each will accordingly merge in and not survive the effectiveness of the Arrangement.

ARTICLE 6 AMENDMENT AND TERMINATION

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

6.2 Termination. Subject to Section 6.3, this Agreement may at any time before or after the holding of the Mydecine Meeting, and before or after the granting of the Final Order, but in each case prior to the Effective Date, be terminated by direction of the Mydecine Board without further action on the part of the Mydecine Shareholders and nothing expressed or implied herein or in the Plan of Arrangement will be

construed as fettering the absolute discretion by the Mydecine Board to elect to terminate this Agreement and discontinue efforts to effect the Arrangement for whatever reasons it may consider appropriate.

6.3 Cessation of Right. The right of Mydecine or Spinco or any other party to amend or terminate the Plan of Arrangement pursuant to Section 6.1 and Section 6.2 will be extinguished upon the occurrence of the Effective Date.

ARTICLE 7 GENERAL

7.1 Notices. All notices which may or are required to be given pursuant to any provision of this Agreement will be given or made in writing and will be deemed to be validly given if served personally or by electronic transmission with acknowledgment of receipt, in the case of Mydecine or Spinco:

810-789 West Pender Street, Vancouver BC V6C 1H2
Attention: David Joshua Bartch
email: jbartch@mydecineinc.com

in each case with a copy to:

Miller Thomson LLP, 5800-40 King Street West, Toronto, Ontario M5H 3S1
Attention: Lawrence Wilder
email: lwilder@millerthomson.com

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

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

7.4 Assignment. Neither of the parties may assign its rights or obligations under this Agreement or the Arrangement without the prior written consent of the other party hereto. Nothing contained in this Agreement shall create any rights in, or be deemed to have been executed for the benefit of, any person that is not a party hereto or a successor or permitted assign of such a party as a third party beneficiary or otherwise.

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

7.6 Fees, Costs and Expenses. All fees, costs and expenses (including, without limitation, legal fees and expenses) incurred by a party in connection with this Agreement, the Arrangement and the transactions contemplated hereby and thereby will be borne by the party that incurred the fees, costs and expense or as otherwise mutually agreed by the parties.

7.7 Governing Law; Submission to Jurisdiction; Waiver of Jury Trial. This Agreement will be governed by and be construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein. All disputes relating in any way to this Agreement will be resolved by the Courts of British Columbia. The parties expressly waive any objection based on personal jurisdiction, venue or forum *non conveniens*. EACH PARTY HEREBY IRREVOCABLY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, CLAIM, SUIT, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF SUCH PARTY IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF.

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

7.9 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, and all of which together constitute one and the same instrument. Execution of this Agreement electronically or manually, and the electronic delivery of this Agreement in counterparts will constitute valid delivery of the same.

[Signature Page Follows]

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

MYDECINE INNOVATIONS GROUP INC.

(signed) David Joshua Bartch

By:

David Joshua Bartch, CEO

ALT HOUSE CANNABIS INC.

(signed) David Joshua Bartch

By:

David Joshua Bartch, Director

EXHIBIT “A”

TO THE AMENDED AND RESTATED ARRANGEMENT AGREEMENT DATED AS OF THE 9th DAY OF AUGUST, 2021, BETWEEN MYDECINE INNOVATIONS GROUP INC. AND ALT HOUSE CANNABIS INC.

PLAN OF ARRANGEMENT

UNDER PART 9, DIVISION 5 OF THE *BUSINESS CORPORATIONS ACT* (BRITISH COLUMBIA)

ARTICLE 1 DEFINITIONS AND INTERPRETATION

- 1.1 **Definitions.** In this Exhibit “A” - *Plan of Arrangement*, the following capitalized words and terms will have the following meanings:
- (a) **“Arrangement”** means the arrangement pursuant to the Arrangement Provisions as contemplated by the provisions of the Arrangement Agreement and this Plan of Arrangement;
 - (b) **“Arrangement Agreement”** means the amended and restated arrangement agreement dated August 9, 2021, between Mydecine and Spinco, to which this Exhibit “A” – *Plan of Arrangement* is attached, as such may be supplemented or amended from time to time;
 - (c) **“Arrangement Provisions”** means Part 9, Division 5 of the BCBCA;
 - (d) **“Arrangement Resolution”** means the special resolution of the Mydecine Shareholders to approve the Arrangement, as required by the Interim Order and the BCBCA, in substantially the form as set out in Schedule “A” attached hereto;
 - (e) **“BCBCA”** means the *Business Corporations Act*, S.B.C. 2002, c. 57, as amended;
 - (f) **“Business Day”** means a day which is not a Saturday, Sunday or statutory holiday in Vancouver, British Columbia;
 - (g) **“Court”** means the Supreme Court of British Columbia;
 - (h) **“Depository”** means National Securities Administrators Ltd., or such other depository as Mydecine may determine;
 - (i) **“Dissent Procedures”** means the rules pertaining to the exercise of Dissent Rights as set forth in Division 2 of Part 8 of the BCBCA and Article 5 of this Plan of Arrangement, as may be modified by the Interim Order, the Arrangement Agreement, or the Plan of Arrangement;
 - (j) **“Dissent Rights”** means the right of a registered holder of Mydecine Shares to dissent from the Arrangement Resolution in accordance with the provisions of the BCBCA, as may be modified by the Interim Order, the Arrangement Agreement, or this Plan of Arrangement, and to be paid the fair value of the Mydecine Shares in respect of which the holder dissents;
 - (k) **“Dissenting Share”** has the meaning given in section 3.1(a) of this Plan of Arrangement;
 - (l) **“Dissenting Shareholder”** means a registered holder of Mydecine Shares who validly exercises Dissent Rights in respect of the Arrangement in strict compliance with the Dissent Procedures and who has not withdrawn or been deemed to have withdrawn such exercise of Dissent Rights;
 - (m) **“Effective Date”** will be the date of the closing of the Arrangement;

- (n) **“Effective Time”** means 12:01 a.m. (Pacific time) on the Effective Date or such other time on the Effective Date as agreed to in writing by Mydecine and Spinco;
- (o) **“Final Order”** means the final order of the Court approving the Arrangement;
- (p) **“Final Proscription Date”** has the meaning given in section 6.4 of this Plan of Arrangement;
- (q) **“IFRS”** means International Financial Reporting Standards as issued by the International Accounting Standards Board and interpretations of the International Financial Reporting Interpretations Committee;
- (r) **“In the Money Amount”** at a particular time with respect to a Mydecine Option, Mydecine Replacement Option or Spinco Option means the amount, if any, by which the fair market value of the underlying security exceeds the exercise price of the relevant option at such time;
- (s) **“Information Circular”** means the management information circular of Mydecine, including all appendices attached thereto, to be sent to the Mydecine Shareholders in connection with the Mydecine Meeting, together with any amendments or supplements thereto;
- (t) **“Interim Order”** means the interim order of the Court providing advice and directions in connection with the Mydecine Meeting and the Arrangement;
- (u) **“Letter of Transmittal”** means the letter of transmittal in respect of the Arrangement to be sent to Mydecine Shareholders together with the Information Circular;
- (v) **“Mindleap Agreement”** means the share exchange agreement dated June 17, 2020, among Mydecine, Mindleap Health Inc. and shareholders of Mindleap Health Inc.;
- (w) **“Mydecine”** means Mydecine Innovations Group Inc., a corporation existing under the laws of the Province of British Columbia;
- (x) **“Mydecine Board”** means the board of directors of Mydecine;
- (y) **“Mydecine Class A Common Shares”** has the meaning set out in section 3.1(b) of this Plan of Arrangement;
- (z) **“Mydecine Meeting”** means the special meeting of the Mydecine Shareholders and any adjournments thereof to be held to, among other things, consider and, if deemed advisable, approve the Arrangement;
- (aa) **“Mydecine Optionholders”** means holders of the Mydecine Options;
- (bb) **“Mydecine Options”** means the stock options to acquire Mydecine Shares that are outstanding immediately prior to the Effective Time;
- (cc) **“Mydecine Performance Warrants”** means the 10,000,000 performance warrants dated August 31, 2020 issued by Mydecine pursuant to the Neuropharm Agreement, each exercisable into a Mydecine Share on a cash-less basis;
- (dd) **“Mydecine Replacement Option”** means an option to acquire a New Mydecine Share to be issued by Mydecine to a holder of an Mydecine Option pursuant to section 3.1(c) of this Plan of Arrangement;
- (ee) **“Mydecine Share Warrantholders”** means holders of the Mydecine Share Warrants;
- (ff) **“Mydecine Share Warrants”** means the share purchase warrants of Mydecine exercisable to acquire Mydecine Shares that are outstanding immediately prior to the Effective Time;

- (gg) **“Mydecine Shareholder”** means a holder of Mydecine Shares, Mydecine Class A Common Shares or New Mydecine Shares, as the context requires;
- (hh) **“Mydecine Shares”** means the existing common shares which Mydecine is authorized to issue as the same are constituted immediately before the Effective Time;
- (ii) **“Mydecine Stock Option Plan”** means the existing stock option plan of Mydecine, as updated and amended from time to time;
- (jj) **“Mydecine Top-Up Right Holders”** means the Mydecine Shareholders entitled to receive Mydecine Top-Up Shares;
- (kk) **“Mydecine Top-Up Shares”** means, collectively: (a) the Mydecine Shares to be issued on August 31, 2021 and February 28, 2022 to certain Mydecine Shareholders who were previously shareholders of Neuropharm Inc. pursuant to the Neuropharm Agreement if certain conditions are met as set out therein; and (b) the Mydecine Shares to be issued on August 17, 2021 and February 17, 2022 and August 17, 2022 to certain Mydecine Shareholders who were previously shareholders of Mindleap Health Inc. pursuant to the Mindleap Agreement if certain conditions are met as set out therein;
- (ll) **“Mydecine Unit Warrant Holders”** means holders of Mydecine Unit Warrants;
- (mm) **“Mydecine Unit Warrants”** means the unit purchase warrants of Mydecine, each exercisable to acquire one Mydecine Share and one share purchase warrant (each warrant exercisable to acquire one Mydecine Share), that are outstanding immediately prior to the Effective Time;
- (nn) **“Neuropharm Agreement”** means the share exchange agreement dated July 14, 2020, as amended on August 31, 2020 among Mydecine, Neuropharm Inc. and shareholders of Neuropharm Inc.;
- (oo) **“New Mydecine Shares”** has the meaning set out in section 3.1(b) of this Plan of Arrangement;
- (pp) **“Plan of Arrangement”** means this plan of arrangement, as the same may be amended from time to time;
- (qq) **“Section 3(a)(10) Exemption”** means the exemption from the registration requirements of the U.S. Securities Act set forth in section 3(a)(10) of the U.S. Securities Act;
- (rr) **“Share Distribution Record Date”** means the close of business on the Business Day immediately preceding the Effective Date for the purpose of determining the Mydecine Shareholders entitled to receive New Mydecine Shares and Spinco Shares pursuant to this Plan of Arrangement or such other date as the Mydecine Board may select;
- (ss) **“Spinco”** means Alt House Cannabis Inc.;
- (tt) **“Spinco Board”** means the board of directors of Spinco;
- (uu) **“Spinco Incorporation Share”** means the one Spinco Share held by Mydecine that was issued to Mydecine on the incorporation of Spinco;
- (vv) **“Spinco Options”** means share purchase options issued pursuant to the Spinco Stock Option Plan, including the Spinco Options to be issued pursuant to section 3.1(c) of this Plan of Arrangement;
- (ww) **“Spinco Shareholder”** means a holder of Spinco Shares;
- (xx) **“Spinco Shares”** means the common shares without par value which Spinco is authorized to issue as the same are constituted on the date hereof;

- (yy) “**Spinco Spinout Shares**” means 2,500,000 Spinco Shares (or such other amount as agreed to in writing by Mydecine and Spinco) to be issued to Mydecine pursuant to subsection 3.1(b)(iii) of this Plan of Arrangement to complete the acquisition of the Assets and to be distributed to the Mydecine Shareholders pursuant to the Arrangement Agreement and this Plan of Arrangement;
- (zz) “**Spinco Stock Option Plan**” means the stock option plan to be adopted by Spinco pursuant to the Arrangement Agreement and this Plan of Arrangement, in substantially similar terms as the Mydecine Stock Option Plan and may otherwise be modified, amended or restated as more particularly described in the Information Circular;
- (aaa) “**Tax Act**” means the *Income Tax Act* (Canada), R.S.C. 1985 (5th Supp.) c.1, as amended;
- (bbb) “**Transfer Agent**” means National Securities Administrators Ltd., the registrar and transfer agent of Mydecine;
- (ccc) “**Transferred Companies**” means, collectively, the U.S. Cannabis Companies and U.S. Landco;
- (ddd) “**U.S. Cannabis Companies**” means:
 - (i) Alternative Distribution Company, LLC (formerly Levee Street Holdings, LLC)
 - (ii) Drink Fresh Water, LLC
 - (iii) Tealief Brands, LLC
 - (iv) Relyfe Brands, LLC
 - (v) We are Kured, LLC
 - (vi) Trellis Holdings Oregon OP, LLC
- (eee) “**U.S. HoldCo**” means a corporation to be incorporated pursuant to the laws of the state of Delaware;
- (fff) “**U.S. LandCo**” means 1176392 BC Ltd., a corporation existing pursuant to the laws of British Columbia; and
- (ggg) “**U.S. Securities Act**” means the United States Securities Act of 1933, as amended, and the rules and regulations promulgated from time to time thereunder.

- 1.2 **Interpretation Not Affected by Headings.** The division of this Plan of Arrangement into articles, sections and subsections and the insertion of headings are for convenience of reference only and will not affect the construction or interpretation of this Plan of Arrangement. Unless otherwise specifically indicated, the terms “*this Plan of Arrangement*”, “*hereof*”, “*hereunder*” and similar expressions refer to this Plan of Arrangement as a whole and not to any particular article, section or subsection and include any agreement or instrument supplementary or ancillary hereto.
- 1.3 **Number and Gender.** Unless the context otherwise requires, words importing the singular number only will include the plural and vice versa, words importing the use of either gender will include both genders and neuter and words importing persons will include firms and corporations.
- 1.4 **Meaning.** Words and phrases used herein and defined in the BCBCA will have the same meaning herein as in the BCBCA, unless the context otherwise requires.
- 1.5 **Date for any Action.** If any date on which any action is required to be taken under this Plan of Arrangement is not a Business Day, such action will be required to be taken on the next succeeding Business Day.

- 1.6 **Currency.** All amounts of money which are referred to in this Plan of Arrangement are expressed in lawful money of Canada.
- 1.7 **Accounting Matters.** Unless otherwise stated, all accounting terms used in this Plan of Arrangement will have the meanings attributable thereto under IFRS, as applicable and all determinations of an accounting nature are required to be made will be made in a manner consistent with IFRS.
- 1.8 **Reference to Legislation.** References in this Plan of Arrangement to any statute or sections thereof will include such statute as amended or substituted and any regulations promulgated thereunder from time to time in effect.
- 1.9 **Reference to Agreements and Instruments.** References in this Agreement to any other agreement, instrument or other document will include such agreement, instrument or other document as the same may be amended, supplemented or otherwise modified from time to time in accordance with the terms thereof.
- 1.10 **Governing Law; Submission to Jurisdiction; Waiver of Jury Trial.** This Plan of Arrangement will be governed by and be construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein, without regard to the principles of conflict of laws thereof. All disputes relating in any way to this Plan of Arrangement will be resolved by the Courts of British Columbia. The parties expressly waive any objection based on personal jurisdiction, venue or forum *non conveniens*. EACH PARTY HEREBY IRREVOCABLY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, CLAIM, SUIT, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS PLAN OF ARRANGEMENT OR THE ACTIONS OF SUCH PARTY IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF.
- 1.11 **Schedules.** Schedule "A" – The Arrangement Resolution attached hereto is incorporated into and form an integral part of this Plan of Arrangement.

ARTICLE 2 ARRANGEMENT AGREEMENT

- 2.1 **Arrangement Agreement.** This Plan of Arrangement is made pursuant and subject to the provisions of the Arrangement Agreement.

ARTICLE 3

THE ARRANGEMENT

- 3.1 **The Arrangement.** On the Effective Date, the following will occur and be deemed to occur in the following chronological order without further act or formality, notwithstanding anything contained in the provisions attaching to any of the parties hereto, but subject to the provisions of Article 7 below:
- (a) each Mydecine Share outstanding in respect of which a Dissenting Shareholder has validly exercised his, her or its Dissent Rights (each, a "**Dissenting Share**") will be directly transferred and assigned by such Dissenting Shareholder to Mydecine, without any further act or formality and free and clear of any liens, charges and encumbrances of any nature whatsoever, and will be cancelled and cease to be outstanding and such Dissenting Shareholders will cease to have any rights as Mydecine Shareholders other than the right to be paid the fair value for their Mydecine Shares by Mydecine;
 - (b) Mydecine shall undertake a reorganization of capital within the meaning of section 86 of the Tax Act as follows, with the steps occurring in the following order:

- (i) the authorized share capital and Notice of Articles and Articles of Mydecine will be altered by:
 - (A) renaming and redesignating all of the issued and unissued Mydecine Shares as “*Class A common shares without par value*” (the “**Mydecine Class A Common Shares**”) and amending the special rights and restrictions attached to the Mydecine Class A Common Shares to provide the holders thereof with the following rights:
 - (I) to vote at all meetings of shareholders of Mydecine (except meetings at which only holders of a specified class of shares are entitled to vote) and shall be entitled to two votes for each Mydecine Class A Common Share held;
 - (II) to receive, subject to the rights of the holders of any other class of shares, any dividends declared by Mydecine; and
 - (III) to receive, *pari passu* with the New Mydecine Shares (as defined below), and subject to the rights of the holders of any other class of shares, the remaining property of Mydecine on the liquidation, dissolution or winding up of Mydecine, whether voluntary or involuntary;
 - (B) creating a new class of shares consisting of an unlimited number of “*common shares without par value*” (the “**New Mydecine Shares**”) with special rights and restrictions attached to the New Mydecine Shares to provide the holders thereof with the following rights:
 - (I) to vote at all meetings of shareholders of Mydecine (except meetings at which only holders of a specified class of shares are entitled to vote) and shall be entitled to one vote for each New Mydecine Share held;
 - (II) to receive, subject to the rights of the holders of any other class of shares, any dividends declared by Mydecine; and
 - (III) to receive, *pari passu* with the Mydecine Class A Common Shares, and subject to the rights of the holders of any other class of shares, the remaining property of Mydecine on the liquidation, dissolution or winding up of Mydecine, whether voluntary or involuntary;
- (ii) Mydecine’s Notice of Articles and Articles will be amended to reflect the alterations in subsection 3.1(b)(i) above;
- (iii) each issued and outstanding Mydecine Class A Common Share outstanding on the Share Distribution Record Date will be exchanged for (i) one New Mydecine Share and (ii) 0.010416 Spinco Shares; the holders of Mydecine Class A Common Shares will be removed from the central securities register of Mydecine as the holders of Mydecine Class A Common Shares and will be added to the central securities register of Mydecine as the holders of the number of New Mydecine Shares that they have received on the exchange set forth in this subsection 3.1(b)(iii); and the Spinco Shares transferred to the former holders of Mydecine Class A Common Shares will be registered in the name of such former holders and Mydecine will provide Spinco and its registrar and transfer agent notice to make the appropriate entries in the central securities register of Spinco;
- (iv) the Mydecine Class A Common Shares, none of which will be issued or outstanding once the exchange in subsection 3.1(b)(iii) above is completed, will be cancelled and the appropriate entries made in the central securities register of Mydecine and the

authorized share structure of Mydecine will be amended by eliminating the Mydecine Class A Shares;

- (v) the aggregate amount added to the stated capital of the New Mydecine Shares issued pursuant to subsection 3.1(b)(iii) above shall be equal to the amount, if any, by which (A) the aggregated paid-up capital (as that term is used for purposes of the Tax Act) of the Mydecine Class A Common Shares immediately prior to the Effective Time, exceeds (B) the fair market value of the Spinco Shares distributed pursuant to subsection 3.1(b)(iii) above;
- (c) each Mydecine Option then outstanding to acquire one Mydecine Share will be exchanged for:
 - (i) one Mydecine Replacement Option to acquire one New Mydecine Share having an exercise price equal to the product of the original exercise price of the Mydecine Option multiplied by the fair market value of a New Mydecine Share at the Effective Time divided by the total of the fair market value of a New Mydecine Share and the fair market value of 0.010416 Spinco Shares at the Effective Time; and
 - (ii) one Spinco Option to acquire 0.010416 Spinco Shares, each whole Spinco Option having an exercise price equal to the product of the original exercise price of the Mydecine Option multiplied by the fair market value of 0.010416 Spinco Shares at the Effective Time divided by the total of the fair market value of one New Mydecine Share and 0.010416 Spinco Shares at the Effective Time,

provided that the aforesaid exercise prices will be adjusted to the extent, if any, required to ensure that the aggregate In the Money Amount of the Mydecine Replacement Option and the Spinco Option immediately after the exchange does not exceed the In the Money Amount immediately before the exchange of the Mydecine Option so exchanged. It is intended that subsection 7(1.4) of the Tax Act apply to the exchange of Mydecine Options;

- (d) in accordance with the certificates representing or warrant indenture governing the terms of each Mydecine Share Warrant, as applicable, each Mydecine Share Warrant then outstanding will be deemed to be amended to entitle the Mydecine Share Warrantholder to receive, upon due exercise of the Mydecine Share Warrant, for the original exercise price:
 - (i) one New Mydecine Share for each Mydecine Share that was issuable upon due exercise of the Mydecine Share Warrant immediately prior to the Effective Time; and
 - (ii) 0.010416 Spinco Shares for each Mydecine Share that was issuable upon due exercise of the Mydecine Share Warrant immediately prior to the Effective Time;
- (e) in accordance with the certificates representing the Mydecine Unit Warrants, each Mydecine Unit Warrant then outstanding will be deemed to be amended to entitle the Mydecine Unit Warrantholder to receive, upon due exercise of the Mydecine Unit Warrant, for the original exercise price:
 - (i) one New Mydecine Share for each Mydecine Share that was issuable upon due exercise of the Mydecine Unit Warrant immediately prior to the Effective Time;
 - (ii) 0.010416 Spinco Shares for each Mydecine Share that was issuable upon due exercise of the Mydecine Unit Warrant immediately prior to the Effective Time; and
 - (iii) one Mydecine Share Warrant, amended in accordance with section 3.1(d) above, for each Mydecine share purchase warrant that was issuable upon due exercise of the Mydecine Unit Warrant immediately prior to the Effective Time;
- (f) in accordance with the certificates representing the Mydecine Performance Warrants, each Mydecine Performance Warrant then outstanding will be deemed to be amended to entitle the

holder thereof to receive, upon due exercise of the Mydecine Performance Warrant, for the original exercise price:

- (i) one New Mydecine Share for each Mydecine Share that was issuable upon due exercise of the Mydecine Performance Warrant immediately prior to the Effective Time on a cashless basis in accordance with the terms thereof; and
 - (ii) 0.010416 Spinco Shares for each Mydecine Share that was issuable upon due exercise of the Mydecine Performance Warrant immediately prior to the Effective Time on a cashless basis in accordance with the terms thereof;
- (g) upon a condition for issuance of Mydecine Top-Up Shares being met, the applicable Mydecine Top-Up Right Holders shall receive:
- (i) one New Mydecine Share for each Mydecine Top-Up Share that was issuable; and
 - (ii) 0.010416 Spinco Shares for each Mydecine Top-Up Share that was issuable;
- (h) the Spinco Incorporation Share issued to Mydecine on incorporation will be cancelled for no consideration and as a result thereof:
- (i) Mydecine will cease to be, and will be deemed to have ceased to be, the holder of the Spinco Incorporation Share and to have any rights as a holder of the Spinco Incorporation Share; and
 - (ii) Mydecine will be removed as the holder of the Spinco Incorporation Share from the central securities register of Spinco; and
- (i) in the event that the number of outstanding Mydecine Shares changes between the date hereof and the Effective Time, the fraction, being 0.010416, referred to in this Plan of Arrangement will be adjusted so that it is the fraction calculated by dividing the number of Spinco Spinout Shares by the number of outstanding Mydecine Shares immediately prior to the Effective Time.

3.2 **No Fractional Shares or Options.** Notwithstanding any other provision of this Arrangement, no fractional Spinco Shares will be distributed to the Mydecine Shareholders and no fractional Spinco Options will be distributed to the holders of Mydecine Options, and, as a result, all fractional amounts arising under this Plan of Arrangement will be rounded down to the next whole number without any compensation therefor. Any Spinco Shares not distributed as a result of so rounding down will be cancelled by Spinco.

3.3 **Share Distribution Record Date.** In subsection 3.1(b)(iii) above, the reference to a holder of an Mydecine Share will mean a person who is an Mydecine Shareholder on the Share Distribution Record Date, subject to the provisions of Article 5 below

3.4 **Deemed Fully Paid and Non-Assessable Shares.** All New Mydecine Shares issued pursuant hereto will be deemed to be validly issued and outstanding as fully paid and non-assessable shares for all purposes of the BCBCA.

3.5 **Supplementary Actions.** Notwithstanding that the transactions and events set out in section 3.1 above will occur and will be deemed to occur in the chronological order therein set out without any act or formality, each of Mydecine and Spinco will be required to make, do and execute or cause and procure to be made, done and executed all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may be required to give effect to, or further document or evidence, any of the transactions or events set out in section 3.1 above, at each of their sole cost and expense pursuant to section 7.6 of the Arrangement Agreement, including, without limitation, any resolutions of directors authorizing the issue, transfer or redemption of shares, any share transfer powers evidencing the transfer of shares and any receipt therefor, any necessary additions to or deletions from share registers, and agreements for stock options.

- 3.6 **Withholding.** Each of Mydecine, Spinco and the Depositary will be entitled to deduct and withhold from any cash payment or any issue, transfer or distribution of New Mydecine Shares, Spinco Shares, Mydecine Replacement Options or Spinco Options made pursuant to this Plan of Arrangement such amounts as may be required to be deducted and withheld pursuant to the Tax Act or any other applicable law, and any amount so deducted and withheld will be deemed for all purposes of this Plan of Arrangement to be paid, issued, transferred or distributed to the person entitled thereto under the Plan of Arrangement. Without limiting the generality of the foregoing, any New Mydecine Shares or Spinco Shares so deducted and withheld may be sold on behalf of the person entitled to receive them for the purpose of generating cash proceeds, net of brokerage fees and other reasonable expenses, sufficient to satisfy all remittance obligations relating to the required deduction and withholding, and any cash remaining after such remittance will be paid to the person forthwith.
- 3.7 **No Liens.** Any exchange or transfer of securities pursuant to this Plan of Arrangement will be free and clear of any liens, restrictions, charges, pledges, leases, hypothecations, security interests, encumbrances, adverse claims or other claims of third parties of any kind.
- 3.8 **U.S. Securities Law Matters.** The Court will be advised that the Arrangement will be carried out with the intention that all securities issued and exchanged in a transaction exempt from registration under the U.S. Securities Act on completion of the Arrangement will be issued and exchanged in reliance on the Section 3(a)(10) Exemption.

ARTICLE 4 CERTIFICATES

- 4.1 **Spinco Share Certificates.** As soon as practicable following the Effective Date, Mydecine or Spinco will deliver or cause to be delivered to the Depositary one or more certificates representing the aggregate number of Spinco Shares required to be distributed to registered holders of Mydecine Shares as at immediately prior to the Effective Time in accordance with the provisions of subsection 3.1(b)(iii) above, which certificates will be held by the Depositary as agent and nominee for such holders for distribution thereto in accordance with the provisions of section 6.1 below.
- 4.2 **New Mydecine Share Certificates.** As soon as practicable following the Effective Date, Mydecine will deliver or cause to be delivered to the Depositary one or more certificates representing the aggregate number of New Mydecine Shares required to be issued to registered holders of Mydecine Shares as at immediately prior to the Effective Time in accordance with the provisions of subsection 3.13.1(e) above, which certificates will be held by the Depositary as agent and nominee for such holders for distribution thereto in accordance with the provisions of section 6.1 below.
- 4.3 **Stock Option Agreements.** The stock option agreements for the Mydecine Options will be deemed to be amended by Mydecine to reflect the adjusted exercise price of the Mydecine Replacement Options, and Spinco will enter into stock option agreements for the Spinco Options issued pursuant to subsection 3.13.1(c) above.

ARTICLE 5 RIGHTS OF DISSENT

- 5.1 **Dissent Right.** Registered holders of Mydecine Shares may exercise Dissent Rights with respect to their Mydecine Shares in connection with the Arrangement pursuant to Division 2 of Part 8 of the BCBCA, as modified by the Interim Order, the Final Order or any other order of the Court, the Arrangement Agreement or this Article 5, and provided that such Dissenting Shareholder delivers a written notice of dissent to Mydecine by 2:00 p.m. (Pacific Time) on the day that is two (2) Business Days before the day of the Mydecine Meeting or any adjournment or postponement thereof.
- 5.2 **Dealing with Dissenting Shares.** Mydecine Shareholders who duly exercise Dissent Rights with respect to their Dissenting Shares and who:
- (a) are ultimately entitled to be paid fair value for their Dissenting Shares by Mydecine: (i) will be deemed not to have participated in the transactions in Article 3 (other than section

3.1(a) above); (ii) will be entitled to be paid by Mydecine the fair value of such Dissenting Shares, which fair value shall be determined in accordance with sections 244 and 245 of the BCBCA as of the close of business on the Business Day before the Arrangement Resolution was adopted; (iii) will not be entitled to any other payment or consideration, including any consideration that would have been received under the Arrangement had such holder not exercised their Dissent Rights; and (iv) will be deemed to have transferred their Dissenting Shares to Mydecine for cancellation as of the Effective Time pursuant to section 3.1(a) above; or

- (b) for any reason are ultimately not entitled to be paid for their Dissenting Shares, will be deemed to have participated in the Arrangement on the same basis as a non-dissenting Mydecine Shareholder and will receive New Mydecine Shares and Spinco Shares on the same basis as every other non-dissenting Mydecine Shareholder;

but in no case will Mydecine or any other person be required to recognize such persons as holding Mydecine Shares on or after the Effective Date.

- 5.3 **Reservation of Spinco Shares.** If a Mydecine Shareholder exercises Dissent Rights, Mydecine will, on the Effective Date, set aside and not distribute that portion of the Spinco Spinout Shares which is attributable to the Mydecine Shares for which Dissent Rights have been exercised. If the dissenting Mydecine Shareholder is ultimately not entitled to be paid for their Dissenting Shares, Mydecine will distribute to such Mydecine Shareholder his, her or its *pro rata* portion of the Spinco Spinout Shares. If a Mydecine Shareholder duly complies with the Dissent Procedures and is ultimately entitled to be paid for their Dissenting Shares, then Mydecine will retain the portion of the Spinco Spinout Shares attributable to such Mydecine Shareholder and such shares will be dealt with as determined by the Mydecine Board in its discretion.

ARTICLE 6 DELIVERY OF SHARES

6.1 Delivery of Shares.

- (a) Upon surrender to the Depositary for cancellation of a certificate that immediately before the Effective Time represented one or more outstanding Mydecine Shares, together with a duly completed and executed Letter of Transmittal and such additional documents and instruments as the Depositary may reasonably require, the holder of such surrendered certificate will be entitled to receive in exchange therefor, and the Depositary will deliver to such holder following the Effective Time, a certificate representing the New Mydecine Shares and a certificate representing the Spinco Shares that such holder is entitled to receive in accordance with section 3.1 above.
- (b) After the Effective Time and until surrendered for cancellation as contemplated by section 6.1(a) above, each certificate that immediately prior to the Effective Time represented one or more Mydecine Shares will be deemed at all times to represent only the right to receive in exchange therefor a certificate representing the New Mydecine Shares and a certificate representing the Spinco Shares that such holder is entitled to receive in accordance with section 3.1 above.

- 6.2 **Lost Certificates.** If any certificate that immediately prior to the Effective Time represented one or more outstanding Mydecine Shares that were exchanged for New Mydecine Shares and Spinco Shares in accordance with section 3.1 above, will have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the holder claiming such certificate to be lost, stolen or destroyed, the Depositary will deliver in exchange for such lost, stolen or destroyed certificate, the New Mydecine Shares and Spinco Shares that such holder is entitled to receive in accordance with section 3.1 above. When authorizing such delivery of New Mydecine Shares and Spinco Shares that such holder is entitled to receive in exchange for such lost, stolen or destroyed certificate, the holder to whom such securities are to be delivered will, as a condition precedent to the delivery of such New Mydecine Shares and Spinco Shares give a bond satisfactory to Mydecine, Spinco and the Depositary in such amount as Mydecine, Spinco and the Depositary may direct, or otherwise indemnify Mydecine, Spinco and the

Depository in a manner satisfactory to Mydecine, Spinco and the Depository, against any claim that may be made against Mydecine, Spinco or the Depository with respect to the certificate alleged to have been lost, stolen or destroyed.

- 6.3 **Distributions with Respect to Unsurrendered Certificates.** No dividend or other distribution declared or made after the Effective Time with respect to New Mydecine Shares or Spinco Shares with a record date after the Effective Time will be delivered to the holder of any unsurrendered certificate that, immediately prior to the Effective Time, represented outstanding Mydecine Shares unless and until the holder of such certificate will have complied with the provisions of either of section 6.1 or 6.2 above. Subject to applicable law and to section 3.6 above, at the time of such compliance, there will, in addition to the delivery of the New Mydecine Shares and Spinco Shares to which such holder is thereby entitled, be delivered to such holder, without interest, the amount of the dividend or other distribution with a record date after the Effective Time theretofore paid with respect to such New Mydecine Shares and/or Spinco Shares, as applicable.
- 6.4 **Limitation and Proscription.** To the extent that a former Mydecine Shareholder will not have complied with the provisions of either of section 6.1 or 6.2 above, as applicable, on or before the date that is six (6) years after the Effective Date (the “**Final Proscription Date**”), then the New Mydecine Shares and Spinco Shares that such former Mydecine Shareholder was entitled to receive will be automatically cancelled without any repayment of capital in respect thereof and the New Mydecine Shares and Spinco Shares to which such Mydecine Shareholder was entitled, will be delivered to Spinco (in the case of the Spinco Shares) or Mydecine (in the case of the New Mydecine Shares) by the Depository and certificates representing such New Mydecine Shares and Spinco Shares will be cancelled by Mydecine and Spinco, as applicable, and the interest of the former Mydecine Shareholder in such New Mydecine Shares and Spinco Shares or to which it was entitled will be terminated as of such Final Proscription Date.

ARTICLE 7 AMENDMENTS & WITHDRAWAL

- 7.1 **Amendments.** Mydecine, in its sole discretion, reserves the right to amend, modify and/or supplement this Plan of Arrangement from time to time at any time prior to the Effective Time provided that any such amendment, modification or supplement must be contained in a written document that is filed with the Court and, if made following the Mydecine Meeting, approved by the Court.
- 7.2 **Amendments Made Prior to or at the Mydecine Meeting.** Any amendment, modification or supplement to this Plan of Arrangement may be proposed by Mydecine at any time prior to or at the Mydecine Meeting with or without any prior notice or communication, and if so proposed and accepted by the Mydecine Shareholders voting at the Mydecine Meeting, will become part of this Plan of Arrangement for all purposes.
- 7.3 **Amendments Made After the Mydecine Meeting.** Any amendment, modification or supplement to this Plan of Arrangement may be proposed by Mydecine after the Mydecine Meeting but prior to the Effective Time and any such amendment, modification or supplement which is approved by the Court following the Mydecine Meeting will be effective and will become part of the Plan of Arrangement for all purposes. Notwithstanding the foregoing, any amendment, modification or supplement to this Plan of Arrangement may be made following the granting of the Final Order unilaterally by Mydecine, provided that it concerns a matter which, in the reasonable opinion of Mydecine, is of an administrative nature required to better give effect to the implementation of this Plan of Arrangement and is not adverse to the financial or economic interests of any holder of New Mydecine Shares or Spinco Shares.
- 7.4 **Withdrawal.** Notwithstanding any prior approvals by the Court or by Mydecine Shareholders, the Mydecine Board may decide not to proceed with the Arrangement and to revoke the Arrangement Resolution at any time prior to the Effective Time, without further approval of the Court or the Mydecine Shareholders.

SCHEDULE "A"
ARRANGEMENT RESOLUTION

BE IT RESOLVED AS A SPECIAL RESOLUTION OF THE MYDECINE SHAREHOLDERS THAT:

1. The arrangement (the "**Arrangement**") under section 288 of the *Business Corporations Act* (British Columbia) (the "**BCBCA**") involving Mydecine Innovations Group Inc., a corporation existing under the laws of the Province of British Columbia ("**Mydecine**"), its shareholders and Alt House Cannabis Inc. a corporation incorporated pursuant to the laws of the Province of British Columbia ("**Spinco**"), all as more particularly described and set forth in the management information circular (the "**Information Circular**") of Mydecine dated August 9, 2021 (as the Arrangement may be, or may have been, modified or amended in accordance with its terms), is hereby authorized, approved and adopted.
2. The plan of arrangement (the "**Plan of Arrangement**"), implementing the Arrangement, the full text of which is set out in Appendix "A" to the Information Circular (as the Plan of Arrangement may be, or may have been, modified or amended in accordance with its terms), is hereby authorized, approved and adopted.
3. The amended and restated arrangement agreement (the "**Arrangement Agreement**") between Mydecine and Spinco dated August 9, 2021, and all the transactions contemplated therein, the actions of the directors of Mydecine in approving the Arrangement and the actions of the directors and officers of Mydecine in executing and delivering the Arrangement Agreement and any amendments thereto are hereby confirmed, ratified, authorized and approved.
4. Notwithstanding that this resolution has been passed (and the Arrangement approved and agreed to) by the shareholders of Mydecine or that the Arrangement has been approved by the Supreme Court of British Columbia, the directors of Mydecine are hereby authorized and empowered, without further notice to, or approval of, the shareholders of Mydecine:
 - (a) to amend the Arrangement Agreement or the Plan of Arrangement to the extent permitted by the Arrangement Agreement or the Plan of Arrangement; or
 - (b) subject to the terms of the Arrangement Agreement, not to proceed with the Arrangement at any time prior to the Effective Time (as defined in the Arrangement Agreement).
5. Any one director or officer of Mydecine is hereby authorized and directed, for and on behalf and in the name of Mydecine, to execute and deliver, whether under the corporate seal of Mydecine or otherwise, all such deeds, instruments, assurances, agreements, forms, waivers, notices, certificates, confirmations and other documents and to do or cause to be done all such other acts and things as in the opinion of such director or officer may be necessary, desirable or useful for the purpose of giving effect to these resolutions, the Arrangement Agreement and the completion of the Plan of Arrangement in accordance with the terms of the Arrangement Agreement, including:
 - (a) all actions required to be taken by or on behalf of Mydecine, and all necessary filings and obtaining the necessary approvals, consents and acceptances of appropriate regulatory authorities; and
 - (b) the signing of the certificates, consents and other documents or declarations required under the Arrangement Agreement or otherwise to be entered into by Mydecine,

such determination to be conclusively evidenced by the execution and delivery of such document, agreement or instrument or the doing of any such act or thing.