AMALGAMATION AGREEMENT

among

BEVCANNA ENTERPRISES INC.

and

NATURO GROUP INVESTMENTS INC.

and

1283045 B.C. LTD.

Amended and Restated as of January 31, 2021

AMALGAMATION AGREEMENT

THIS AMENDED AND RESTATED AMALGAMATION AGREEMENT (this "**Agreement**") is made effective as of the 31st day of January, 2021.

AMONG:

BEVCANNA ENTERPRISES INC., a company incorporated under the laws of the Province of British Columbia and having an office at Suite 200 - 1672 West 2nd Avenue, Vancouver, BC V6J 1H4

("**BevCanna**")

AND:

NATURO GROUP INVESTMENTS INC., a company incorporated under the laws of the Province of British Columbia and having an office at 1672 West 2nd Avenue, Vancouver, BC V6J 1H4

("**Naturo**")

AND:

1283045 B.C. LTD., a company incorporated under the laws of the Province of British Columbia and having an office at Suite 200 - 1672 West 2nd Avenue, Vancouver, BC V6J 1H4

("**Newco**")

WHEREAS:

A. The common shares of BevCanna are listed for trading on the Canadian Stock Exchange (the "**CSE**") under the symbol "BEV";

B. Naturo is a privately held investment holding company with interests in the cannabis and beverage sector;

C. Newco has been created solely for the purpose of effecting the Amalgamation;

D. BevCanna and Naturo entered into a Business Combination Agreement made effective December 11, 2020 (the "**Original Agreement**").

E. The Parties hereto desire to amend the Original Agreement to add Newco as a party and to make certain other amendments on the terms and subject to the conditions set forth herein, and the Parties have agreed to restate the terms of the Original Agreement, as so amended, and to replace the Original Agreement in its entirety with this Agreement.

F. BevCanna, Naturo and Newco propose a business combination whereby Naturo and Newco will amalgamate under Section 269 of the BCBCA on the terms described in this Agreement, and will

continue as Amalco, a wholly-owned subsidiary of BevCanna and in connection therewith, BevCanna proposes to issue securities of BevCanna to the securityholders of Naturo as hereinafter provided; and

G. Naturo and Newco will each require the approval of their respective shareholders for the Amalgamation and this Agreement pursuant to the requirements of the BCBCA;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the Parties, the Parties hereby covenant and agree each with the others as follows:

ARTICLE 1
DEFINITIONS, INTERPRETATION AND SCHEDULES

1.1 Definitions

In this Agreement including the preamble hereto, unless the context otherwise requires, the following words shall have the following meanings:

"**1933 Act**" means the United States *Securities Act of 1933,* as amended;

"**affiliate**" has the meaning ascribed to it under the BCBCA;

"**Agreement**" means this amended and restated amalgamation agreement, together with the schedules attached hereto, as amended, restated or supplemented from time to time;

"**Amalco**" means the corporation resulting from the Amalgamation;

"**Amalco Shares**" means the common shares in the capital of Amalco;

"**Amalgamation**" means the amalgamation of Naturo and Newco pursuant to Section 269 of the BCBCA on the terms and conditions set forth in this Agreement, subject to any amendment thereto in accordance herewith;

"**Amalgamation Application**" means the amalgamation application that will be filed with the Registrar under subsection 275(1)(a) of the BCBCA in order to give effect to the Amalgamation, substantially in the form attached hereto as Schedule C;

"**Applicable Securities Laws**" means the securities legislation, securities regulation and securities rules, as amended, and the policies, notices, instruments and blanket orders having the force of law, in force from time to time in any applicable jurisdiction, including without limitation, the Provinces of Ontario, Alberta and British Columbia;

"**Appraisal Report**" means the Appraisal Report titled "Naturo Group – Hemp/CBD Production, Processing, and Sales Facility" dated March 11, 2020 as prepared by Altus Group;

"**Articles of Amalco**" means the articles of Amalco, substantially in the form attached hereto as Schedule B;

"**Authorization**" means, with respect to any Person, any order, permit, approval, grant, consent, waiver, license, certificate, judgment, writ, award, determination, exemption, direction, decision, decree, bylaw,

rule, regulation, registration or similar authorization of, from or required by any Governmental Entity having jurisdiction over the Person;

"**BCBCA**" means the *Business Corporations Act* (British Columbia), and the regulations promulgated thereunder, as amended from time to time;

"**BevCanna**" has the meaning ascribed thereto on the first page of this Agreement;

"**BevCanna Board**" means the board of directors of BevCanna, as constituted from time to time;

"**BevCanna Disclosure Letter**" means the disclosure letter executed by BevCanna and delivered to Naturo on or before the Disclosure Letter Delivery Date;

"**BevCanna Financial Statements**" means the audited annual financial statements of BevCanna for the year ended December 31, 2019, and the notes thereto, and the unaudited financial statements of BevCanna for the three and nine months ended September 30, 2020, and the notes thereto;

"**BevCanna Parties**" means, collectively, BevCanna and Newco;

"**BevCanna Public Disclosure Record**" means entirety of the public documents filed by BevCanna on SEDAR under BevCanna's SEDAR profile;

"**BevCanna Resolution**" means, if required, the special resolution of the BevCanna Shareholders approving the Amalgamation and this Agreement, substantially in the form attached hereto as Schedule D;

"**BevCanna Shareholder Approval**" means, if required, approval of the Amalgamation by (i) the holders of at least 66 2/3% of the issued and outstanding BevCanna Shares (voting together with the holders of outstanding options and warrants, if required) present in person or represented by proxy at the Naturo Meeting, and (ii) at least 50% of disinterested holders of the issued and outstanding BevCanna Shares present in person or represented by proxy at the BevCanna Meeting;

"**BevCanna Shareholders**" means, at any time, the holders of outstanding BevCanna Shares;

"**BevCanna Shares**" means the authorized common shares in the capital of BevCanna;

"**Bottling Plant**" means the approximately 41,000- square foot water bottling plant and warehouse located in Bridesville, British Columbia in which Naturo has a 100% interest, as further described in the Evaluation Report;

"**Business Day**" means a day, other than a Saturday or Sunday, on which the principal commercial banks located in the City of Vancouver, British Columbia are open for business;

"**CASL**" means *An Act to Promote the Efficiency and Adaptability of the Canadian Economy by Regulating Certain Activities that Discourage Reliance on Electronic Means of Carrying out Commercial Activities, and to Amend the Canadian Radio-television and Telecommunications Commission Act, the Competition Act, the Personal Information Protection and Electronic Documents Act and the Telecommunications Act* (Canada);

"**Certificate of Amalgamation**" means the certificate of amalgamation to be issued by the Registrar in respect of the Amalgamation in accordance with Subsection 281 of the BCBCA;

"**Claim**" means any claim, demand, complaint, action, grievance, proceeding, investigation, suit, cause of action, assessment or reassessment, charge, judgment, order, writ, injunction, decree, debt, liability, expense, cost, damage or loss, contingent or otherwise, judicial, administrative or otherwise (including legal fees on a solicitor and his or her own client basis and other professional fees and all costs incurred in investigating or pursuing any of the foregoing or any proceeding);

"**Closing**" means the completion of the Amalgamation set forth herein, including the issuance of securities of BevCanna to Naturo securityholders, which shall take place on the Closing Date;

"**Closing Date**" means the date of the Closing, which shall be a date on or before the Completion Deadline, as mutually agreed to by BevCanna and Naturo;

"**Completion Deadline**" means the latest date by which the Amalgamation is to be completed, which date shall be February 15, 2021, or such other date as the Parties may mutually agree;

"**Contract**" means any note, mortgage, indenture, non-governmental permit or license, franchise, lease or other contract, agreement, commitment or arrangement binding upon BevCanna or Naturo, as the case may be;

"**CSE**" means the Canadian Securities Exchange;

"**CSE Conditional Approval**" has the meaning ascribed thereto in Section 6.1(c); and

"**Directed Selling Efforts**" has the meaning ascribed thereto in Regulation S;

"**Disclosure Letter Delivery Date**" means February 5, 2021, the date that each of the BevCanna Disclosure Letter and the Naturo Disclosure Letter are to be delivered to the intended Party pursuant to this Agreement;

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

"**Effective Time**" means the earliest moment in time (Vancouver time) on the Effective Date, or such other time as the Parties agree to in writing before the Effective Date;

"**Employee Plans**" means, all health, welfare, supplemental unemployment benefit, change of control, bonus, profit sharing, option, insurance, compensation, incentive, incentive compensation, deferred compensation, share purchase, share compensation, disability, pension, vacation, severance or termination pay, retirement or retirement savings plans, or other employee benefit plans, policies, trusts, funds, agreements, or arrangements for the benefit of employees, former employees, directors or former directors of Naturo or any of its subsidiaries, which are sponsored, maintained by, contributed to, or binding upon Naturo or any of its subsidiaries or in respect of which Naturo or any of its subsidiaries has an actual or contingent liability excluding all obligations for severance and termination pursuant to a statute;

"**Encumbrance**" means any mortgage, pledge, assignment, charge, lien, claim, security interest, adverse interest, other third person interest or encumbrance of any kind, whether contingent or absolute, and any agreement, option, right or privilege (whether by law, Contract or otherwise) capable of becoming any of the foregoing;

"**Evaluation Report**" means the Estimate Pricing Report on Naturo dated January 7, 2021, as prepared by Evans & Evans;

"**Evans & Evans**" means Evans & Evans, Inc.;

"**Exchange Ratio**" means one BevCanna Share for that number of Naturo Share(s) equal to the quotient obtained by dividing 50,000,000 by a number equal to the number of Naturo Shares outstanding immediately prior to the Closing Time (determined on an undiluted basis);

"**Listing Statement**" means the listing statement prepared in accordance with CSE Form 2A *Listing Statement* to be filed by BevCanna in connection with the Amalgamation;

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

"**IFRS**" means International Financial Reporting Standards, as adopted by the International Accounting Standards Board, as amended from time to time;

"**Indebtedness**" means, with respect to any Person, without duplication, as of the date of determination: (i) all obligations of such Person for borrowed money, (ii) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments, (iii) all lease obligations of such Person capitalized on the books and records of such Person, (iv) all Indebtedness of others secured by a Lien on property or assets owned or acquired by such Person, whether or not the Indebtedness secured thereby have been assumed, (v) all letters of credit, bank guarantees, surety bonds or performance bonds issued for the account of such Person, to the extent drawn upon, (vi) all guarantees of such Person of any Liabilities of any other Person other than a wholly owned subsidiary of such Person, (vii) all obligations (including accrued interest) without duplication under a contract that is or would be recorded on a balance sheet pursuant to IFRS, (viii) all cash overdrafts and payments in process; (ix) any unfunded pensions or deferred compensation to any employee; (x) Liabilities relating to or arising out of any interest rate swap, forward contract or other hedging or derivative arrangement (assuming such arrangements were terminated on the date of determination); (xi) refundable grants from any Governmental Entity and (xii) accrued and unpaid interest, prepayment fees or penalties, expenses, make-whole payments, termination costs, breakage costs or other amounts owning in respect of all items in clauses (i) through (xi) above

"**Intellectual Property**" means domestic and foreign: (a) patents, applications for patents and reissues, divisions, continuations, renewals, extensions, and continuations-in-part of patents and patent applications; (b) proprietary and non-proprietary business information, including inventions, improvements, trade secrets, know-how, methods, processes, designs, technology, technical data and documentation relating to any of the foregoing; (c) trade-marks (both registered and unregistered), trade names, business names, corporate names, domain names, website names and website addresses, trade dress and logos, and the goodwill associated with any of the foregoing; (d) copyrights, copyright registrations and applications for copyright registrations; and (e) any other proprietary information or intellectual property;

"**Laws**" means all laws, statutes, codes, ordinances, decrees, rules, regulations, by-laws, statutory rules, principles of law, published policies and guidelines, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings or awards, including general principles of common and civil law, and terms and conditions of any grant of approval, permission, authority or license of any Governmental Entity, statutory body or self-regulatory authority, and the term "applicable" with respect to such Laws and in the context that refers to one or more Persons, means that such Laws apply to such Person or Persons or its or their business, undertaking, property or securities and emanate from a Governmental Entity (or any other Person) having jurisdiction over the aforesaid Person or Persons or its or their business, undertaking, property or securities;

"**Liability**" means any and all debts, liabilities, claims, demands, losses, costs, damages and obligations, whether known or unknown, fixed, contingent or absolute, matured or unmatured, accrued or not accrued, determined or determinable, secured or unsecured, disputed or undisputed, subordinated or unsubordinated, or otherwise;

"**Liens**" means any hypothecs, mortgages, pledges, assignments, liens, charges, security interests, encumbrances, encroachments, options, adverse rights or claims or other third Person interest or encumbrance of any kind, whether contingent or absolute, and any agreement, option, right or privilege (whether by Law, contract or otherwise) capable of becoming any of the foregoing;

"**LOI**" means the non-binding letter of intent dated November 24, 2020 between BevCanna and Naturo, as amended from time to time;

"**Material Adverse Change**" means any one or more changes, effects, events, occurrences or states of facts that, either individually or in the aggregate, have, or would reasonably be expected to have, a Material Adverse Effect on BevCanna or Naturo, as applicable, on a consolidated basis;

"**Material Adverse Effect**" means any change, effect, event, occurrence or state of facts that, individually or in the aggregate, with other such changes, effects, events, occurrences or states of facts, is or would reasonably be expected to be material and adverse to the business, properties, operations, results of operations or financial condition of BevCanna or Naturo, as applicable, on a consolidated basis, except any change, effect, event, occurrence or state of facts resulting from or relating to:

(a) the announcement of the execution of this Agreement or any transactions contemplated herein, or communication by the applicable Party of its plans or intentions with respect to the other Party and/or any of its subsidiaries;

(b) changes in the United States and Canadian economies in general or the United States and Canadian capital or currency markets in general;

(c) the threat, commencement, occurrence or continuation of any war, armed hostilities, acts of environmental groups, civil strife, or acts of terrorism;

(d) any change in applicable Laws or in the interpretation thereof by any Governmental Entity;

(e) any change in IFRS;

(f) any natural disaster;

(g) any change relating to foreign currency exchange rates; or

(h) changes affecting the Party's industry generally,

provided that, in the case of any changes referred to in clauses (b) to (h) above, such changes do not have a materially disproportionate effect on the applicable Party relative to comparable companies;

"**Material Contract**" means any Contract entered into by Naturo or BevCanna, as applicable, (i) which has payment obligations on the part of such Party that exceed $5,000, (ii) which has been entered into out of the ordinary course of business, (iii) for which breach, nonperformance, cancellation or failure to renew could reasonably be expected to have a Material Adverse Effect on such Party, (iv) pursuant to which any payment or third party consent may be triggered in connection with such Party entering into this Agreement or carrying out the transactions contemplated thereby, or (v) which can reasonably be regarded as material to a securityholder of such Party.

"**MI 61-101**" means Multilateral Instrument 61-101 *Protection of Minority Security Holders in Special Transactions* of the Canadian Securities Administrators, as amended from time to time;

"**Naturo**" has the meaning ascribed thereto on the first page of this Agreement;

"**Naturo Board**" means the board of directors of Naturo, as constituted from time to time;

"**Naturo Debenture**"means an unsecured convertible debenture of Naturo in the principal amount of $1,505,020.80, convertible into common shares of Naturo at a conversion price of $0.40 per common share;

"**Naturo Disclosure Letter**" means the disclosure letter executed by Naturo and delivered to BevCanna on or before the Disclosure Letter Delivery Date;

"**Naturo Dissent Rights**" means the dissent rights exercisable by the Naturo Shareholders in connection with the Amalgamation pursuant to Section 272 of the BCBCA;

"**Naturo Financial Statements**" means the audited annual financial statements for the year ended December 31, 2019 and the notes thereto, and the auditor reviewed interim financial statements for the nine months ended September 30, 2020;

"Naturo Information Circular" means the Information Circular of Naturo to be mailed to the Naturo Shareholders in connection with the Naturo Meeting;

"**Naturo Meeting**" means the special meeting of the Naturo Shareholders, including any adjournment or postponement thereof, for the purpose of, among other things, considering and, if thought fit, approving the Naturo Resolution;

"**Naturo Notice of Meeting**" means the notice of meeting sent to Naturo Shareholders in connection with the Naturo Meeting together with all documents enclosed therewith;

"**Naturo Options**" means 450,000 options to purchase common shares of Naturo with each Naturo Option entitling the holder thereof to acquire one series A preferred share in the capital of Naturo at a price of $0.25;

"**Naturo Resolution**" means the special resolution of the Naturo Shareholders approving the Amalgamation and this Agreement, substantially in the form attached hereto as Schedule E;

"**Naturo Shareholder Approval**" means approval of the Amalgamation by the holders of at least 66 2/3% of each class of the issued and outstanding Naturo Shares present in person or represented by proxy at the Naturo Meeting;

"**Naturo Shareholders**" means, at any time, the holders of Naturo Shares;

"**Naturo Shares**" means the authorized common shares without par value, class B common shares without par value, and series A preferred shares without par value in the capital of Naturo;

"**Naturo 2018 Warrants**" means 1,250,000 series A preferred share purchase warrants of Naturo with each Naturo 2018 Warrant entitling the holder thereof to acquire one series A preferred share in the capital of Naturo at a price of $0.80;

"**Naturo 2021 Warrants**" means 25,000,000 common share purchase warrants of Naturo with each Naturo 2021 Warrant entitling the holder thereof to acquire one common share in the capital of Naturo at a price of $0.50;

"**Newco**" has the meaning ascribed thereto on the first page of this Agreement;

"**Newco Shares**" means common shares in the capital of Newco;

"**Original Agreement**" means the Business Combination Agreement between BevCanna and Naturo made effective December 11, 2020;

"**Party**" means, as the context requires, either Naturo, BevCanna or Newco, and "**Parties**" means two or more of them, as applicable;

"**Person**" means any individual, firm, partnership, joint venture, association, trust, trustee, executor, administrator, legal personal representative, estate, group, body corporate, corporation, unincorporated association or organization, Governmental Entity, syndicate or other entity, whether or not having legal status;

"**Privacy Laws**" means all Laws relating to privacy or data protection, including, the *Personal Information Protection and Electronic Documents Act* (Canada) and CASL;

"**Registrar**" means the registrar appointed under section 400 of the BCBCA;

"**Regulation D**" means Regulation D adopted by the SEC under the 1933 Act;

"**Regulation S**" means Regulation S adopted by the SEC under the 1933 Act;

"**Representatives**" means, collectively, in respect of a Person and its subsidiaries, its and their directors, officers, employees, agents, representatives and any financial advisor, law firm, accounting firm or other

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

"**Securities Act**" means the *Securities Act* (British Columbia);

"**Securities Authorities**" means the federal, state and provincial securities commissions and/or other securities regulatory authorities in Canada and the United States, including the SEC, and any stock exchanges or other self-regulatory agencies having authority over BevCanna or Naturo (as applicable), including the CSE;

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

"**SEDAR**" means the Canadian System for Electronic Document Analysis and Retrieval;

"**Source Water Assessment**" means the assessment of the source water at the Miller Springs Bottling Plant in Bridesville, BC, prepared for Miller Springs Limited by Piteau Associates Engineering Ltd. and dated May 28, 2015;

"**Substantial U.S. Market Interest**" means substantial U.S. market interest as that term is defined in Regulation S;

"**Tax**" and "**Taxes**" means all taxes, assessments, charges, dues, duties, rates, fees, imposts, levies and similar charges of any kind lawfully levied, assessed or imposed by any Governmental Entity, including all income taxes (including any tax on or based upon net income, gross income, income as specially defined, earnings, profits or selected items of income, earnings or profits) and all capital taxes, gross receipts taxes, environmental taxes, sales taxes, use taxes, ad valorem taxes, value added taxes, transfer taxes (including, without limitation, taxes relating to the transfer of interests in real property or entities holding interests therein), franchise taxes, license taxes, withholding taxes, payroll taxes, employment taxes, Canada Pension Plan contributions, excise, severance, social security, workers' compensation, employment insurance or compensation taxes or premium, stamp taxes, occupation taxes, premium taxes, property taxes, windfall profits taxes, alternative or add-on minimum taxes, goods and services tax, customs duties or other taxes, fees, imports, assessments or charges of any kind whatsoever, together with any interest and any penalties or additional amounts imposed by any taxing authority (domestic or foreign) on such entity, and any interest, penalties, additional taxes and additions to tax imposed with respect to the foregoing;

"**Tax Act**" means the *Income Tax Act* (Canada);

"**Tax Returns**" means all returns, reports, declarations, claims for refunds, elections, notices, filings, forms, statements and other documents (whether in written, electronic or other form) and any amendments, schedules, attachments, supplements, appendices and exhibits thereto, which have been prepared or filed or are required to be prepared or filed in respect of Taxes;

"**Transaction Agreements**" means the agreements entered into with respect to the transaction contemplated hereunder;

"**Transfer Agent**" means Olympia Trust Company, the transfer agent for the BevCanna Shares;

"**United States**" or "**U.S.**" means the United States of America, its territories and possessions, any state of the United States and the District of Columbia;

"**Valuation Reports**" means the Evaluation Report and the Appraisal Report; and

"**Water Source**" means the natural water source located in Bridesville, British Columbia in which Naturo has a 100% interest, as further described in the Evaluation Report.

In addition, words and phrases used herein and defined in the BCBCA shall have the same meaning herein as in the BCBCA unless the context otherwise requires.

1.2 Headings, Original Agreement, etc.

(a) The preamble forms an integral part hereof and is not mere recitals.

(b) The division of this Agreement into articles, sections and subsections and the insertion of headings herein are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement. The terms "this Agreement", "hereof", "herein", "hereto", "hereunder" and similar expressions refer to this Agreement and the schedules attached hereto and not to any particular article, section or other portion hereof and include any agreement, schedule or instrument supplementary or ancillary hereto or thereto.

(c) The Parties confirm that all prior actions taken by them pursuant to the Original Agreement are effective as if taken under, and are subject to, this Agreement. Each reference herein, or in the Original Agreement to "this Agreement", "hereunder", "hereof", "herein", "hereby", or words of like import shall mean and be a reference to the Original Agreement as amended and restated hereby, and each reference to the Original Agreement in any other document, instrument, or agreement executed and/or delivered in connection with the Original Agreement shall mean and be a reference to the Original Agreement, as amended and restated hereby. This Agreement will not discharge, result in a waiver of, or constitute a novation of any debt, obligation, covenant, or agreement contained in the Original Agreement or in any agreements, certificates, and other documents executed and delivered by or on behalf of one of the parties hereto, which shall remain in full force and effect except to the extent modified by this Agreement.

1.3 Number and Gender

In this Agreement, unless the context otherwise requires, words importing the singular only shall include the plural and vice versa and words importing the use of either gender shall include both genders and neuter.

1.4 Date for any Action

If the date on which any action required to be taken hereunder by any Party is not a Business Day, such action shall be required to be taken on the next succeeding day that is a Business Day.

1.5 Statutory References

Any reference in this Agreement to a statute includes all regulations and rules made thereunder, all amendments to such statute or regulation in force from time to time, and any statute or regulation that supplements or supersedes such statute or regulation.

1.6 Currency

Unless otherwise stated, all references in this Agreement to dollar amounts are expressed in Canadian currency.

1.7 Invalidity of Provisions

Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof. To the extent permitted by applicable Laws, the Parties waive any provision of Law that renders any provision of this Agreement or any part thereof invalid or unenforceable in any respect. The Parties will engage in good faith negotiations to replace any provision hereof or any part thereof that is declared invalid or unenforceable with a valid and enforceable provision or part thereof, the economic effect of which approximates as much as possible the invalid or unenforceable provision or part thereof that it replaces.

1.8 Accounting Matters

Unless otherwise stated, all accounting terms used in this Agreement shall have the meanings attributable thereto under, and all determinations of an accounting nature required to be made hereunder shall be made in a manner consistent with, IFRS.

1.9 Knowledge

Where the phrase "to the knowledge of" is used in respect of any Party, such phrase shall mean, in respect of each representation and warranty or other statement which is qualified by such phrase, that such representation and warranty or other statement is being made based upon the actual knowledge of management of such Party after appropriate inquiries and investigations.

1.10 Meaning of "Ordinary and Regular Course of Business"

In this Agreement the phrase "in the ordinary and regular course of business" shall mean and refer to those activities that are normally conducted by management of corporations engaged in the businesses of Naturo or BevCanna, as applicable, without any need for the approval of the board of directors thereof.

1.11 Schedules

The following schedules are attached to, and are deemed to be incorporated into and form part of, this Agreement:

Schedule "A" – Form of U.S. Representation Letter
Schedule "B" – Articles of Amalco
Schedule "C" -- Amalgamation Application
Schedule "D" – Form of BevCanna Resolution
Schedule "E" – Form of Naturo Resolution

ARTICLE 2
THE AMALGAMATION

2.1 Terms of Amalgamation

BevCanna, Newco and Naturo hereby covenant and agree to implement the Amalgamation in accordance with the terms and subject to the conditions of this Agreement, as follows:

(a) as soon as reasonably practicable following the execution and delivery of this Agreement, Naturo shall obtain the Naturo Shareholder Approval for the Naturo Resolution;

(b) following approval of the Naturo Resolution by the Naturo Shareholders and in accordance with the requirements of the BCBCA, Naturo and Newco shall jointly complete and file the Amalgamation Application with the Registrar to give effect to the Amalgamation;

(c) at the Effective Time, Newco and Naturo shall amalgamate and continue as one company, being Amalco, pursuant to the provisions of Section 269 of the BCBCA; and

(d) at the Effective Time:

(i) all of the holders of Naturo Shares outstanding immediately prior to the Effective Time, shall receive, in exchange for their Naturo Shares, that number of BevCanna Shares equal to the product of:

(A) the number of the Naturo Shares held by such holders; and

(B) the Exchange Ratio,

and the Naturo Shares outstanding immediately prior to the Effective Time shall be cancelled.

(ii) all of the Newco Shares outstanding immediately prior to the Effective Time shall be exchanged for an equal number of Amalco Shares;

(iii) as consideration for the issuance of BevCanna Shares pursuant to the Amalgamation, Amalco shall issue to BevCanna one Amalco Share for each BevCanna Share issued.

(e) the Articles of Amalco shall be in the form attached hereto as Schedule "B".

2.2 Fractional Shares

No fractional BevCanna Shares will be issued in connection with the Amalgamation. Where a Naturo Shareholder would otherwise be entitled to receive a fraction of a BevCanna Share, the number of BevCanna Shares to be issued to such Naturo Shareholder will be rounded down to the nearest whole number.

2.3 Effective Date

The Amalgamation shall be completed on the Effective Date and shall be effective at the Effective Time.

2.4 Effecting the Amalgamation

Subject to the rights of termination contained in Article 7, upon the Naturo Shareholder Approval being obtained, and the other conditions contained in Article 6 being complied with or waived, Naturo and Newco shall file with the Registrar the Amalgamation Application and deliver such other documents as may be required in order to effect the Amalgamation, within two Business Days, or such other date as the Parties may agree, of the later of: (i) the Naturo Shareholder Approval being obtained, (ii) the BevCanna Shareholder Approval being obtained, (iii) all conditions imposed by the CSE pursuant to the

CSE Conditional Approval being satisfied, and (iv) seven Business Days following the filing of the Listing Statement.

2.5 Name of Amalco

The Parties agree that the name of Amalco shall be "Naturo Group Inc."

2.6 Registered Office of Amalco

The Parties agree that the address of the registered and records office of Amalco shall be 1055 West Georgia Street, 1500 Royal Centre, P.O. Box 11117, Vancouver, British Columbia, V6E 4N7.

2.7 Authorized Capital of Amalco

The Parties agree that Amalco shall be authorized to issue an unlimited number of common shares (being the Amalco Shares).

2.8 Fiscal Year

The fiscal year end of Amalco shall be December 31 of each calendar year.

2.9 Initial Directors of Amalco

The number of directors of Amalco, until changed in accordance with the Articles of Amalco, will be two (2). The Parties agree that the first directors of Amalco shall be the following individuals:

Marcello Leone	1672 West 2nd Avenue, Vancouver, BC V6J 1H4
Martino Ciambrelli	1672 West 2nd Avenue, Vancouver, BC V6J 1H4

2.10 Initial Officers of Amalco

The first officer of Amalco shall be the person whose name and position appears below:

Name	Position
Marcello Leone	President

2.11 Treatment of Restricted Securities under the U.S. *Securities Act*

The Parties agree that the BevCanna Shares issued in connection with the Amalgamation to or for the account or benefit of any former Naturo Shareholders who is a U.S. Person (as defined in Regulation S) or person in the United States will be "restricted securities" within the meaning of Rule 144 under the 1933 Act and each certificate representing such BevCanna Shares will bear a legend in substantially the form that follows:

> "THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "1933 ACT") OR UNDER ANY STATE SECURITIES LAWS AND ARE "RESTRICTED SECURITIES" AS THAT TERM IS

DEFINED IN RULE 144 UNDER THE 1933 ACT. THE HOLDER HEREOF, BY PURCHASING SUCH SECURITIES, AGREES FOR THE BENEFIT OF BEVCANNA ENTERPRISES INC. (THE "ISSUER") THAT SUCH SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY (A) TO THE ISSUER; (B) OUTSIDE THE UNITED STATES IN ACCORDANCE WITH RULE 904 OF REGULATION S UNDER THE 1933 ACT AND IN COMPLIANCE WITH APPLICABLE UNITED STATES STATE LAWS AND REGULATIONS AND APPLICABLE LOCAL LAWS AND REGULATIONS; (C) IN ACCORDANCE WITH THE EXEMPTION FROM REGISTRATION UNDER THE 1933 ACT PROVIDED BY RULE 144 OR RULE 144A THEREUNDER, IF AVAILABLE, AND IN COMPLIANCE WITH ANY APPLICABLE STATE SECURITIES LAWS; (D) IN A TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE 1933 ACT OR ANY APPLICABLE STATE SECURITIES LAWS, OR (E) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE 1933 ACT AND, IN THE CASE OF PARAGRAPH (C) OR (D), THE SELLER FURNISHES TO THE ISSUER AN OPINION OF COUNSEL OF RECOGNIZED STANDING IN FORM AND SUBSTANCE REASONABLY SATISFACTORY TO THE ISSUER TO SUCH EFFECT."

THE PRESENCE OF THIS LEGEND MAY IMPAIR THE ABILITY OF THE HOLDER HEREOF TO EFFECT "GOOD DELIVERY" OF THE SECURITIES REPRESENTED HEREBY ON A CANADIAN STOCK EXCHANGE."

2.12 Consultation

Naturo and BevCanna will consult with each other in issuing any press release or otherwise making any public statement with respect to this Agreement or the Amalgamation and in making any filing with any Governmental Entity or Securities Authority with respect thereto. Each of Naturo and BevCanna shall use its commercially reasonable efforts to enable the other of them to review and comment on all such press releases and filings prior to the release or filing, respectively, thereof, provided, however, that the obligations herein will not prevent a Party from making, after consultation with the other Party, such disclosure as is required by applicable Laws or the rules and policies of any applicable stock exchange.

2.13 Withholding Taxes

BevCanna and Newco will be entitled to deduct and withhold from the BevCanna Shares deliverable to any former Naturo Shareholder such amounts as BevCanna or Newco may be required to deduct and withhold therefrom under any provision of applicable Laws in respect of Taxes. To the extent that any amounts are so deducted and withheld, such amounts will be treated for all purposes under this Agreement as having been paid to the Person to whom such amounts would otherwise have been paid. BevCanna or Newco may sell or otherwise dispose of (or direct the disposition or sale of) any portion of the BevCanna Shares issuable to a former Naturo Shareholder as is necessary to provide sufficient funds to enable BevCanna or Newco to comply with such deduction and/or withholding requirements, and the former Naturo Shareholder will co-operate to complete any such sale or disposition and will lose all rights in respect of the BevCanna Shares if they do no co-operate as requested.

2.14 Convertible Securities

The Parties acknowledge that, as at the Effective Time, all securities of Naturo convertible into Naturo Shares will cease to represent a right to acquire Naturo Shares and will provide the right to acquire BevCanna Shares, all in accordance with the adjustment provisions provided in the certificates representing such securities.

2.15 Dissent Rights

Registered Naturo Shareholders entitled to vote at the Naturo Meeting will be entitled to exercise Naturo Dissent Rights with respect to their Naturo Shares in connection with the Amalgamation pursuant to and in the manner set forth in the Naturo Notice of Meeting and Naturo Information Circular. Naturo shall give BevCanna notice of any written notice of dissent, withdrawal of such notice, and any other instruments serviced pursuant to such dissent rights and received by Naturo and shall provide BevCanna with copies of such notices and written objections. Naturo Shares which are held by a dissenting Naturo Shareholder shall not be exchanged for BevCanna Shares pursuant to the Amalgamation. However, if a dissenting Naturo Shareholder fails to perfect or effectively withdraws such dissenting Naturo Shareholder's claim under the BCBCA or forfeits such dissenting Naturo Shareholder's right to make a claim under the BCBCA, or if such dissenting Naturo Shareholder's rights as a Naturo Shareholder are otherwise reinstated, such Naturo Shareholder's Naturo Shares shall thereupon be deemed to have been exchanged for BevCanna Shares as of the Effective Time as prescribed herein.

2.16 Escrow

Naturo acknowledges and agrees that in accordance with the policies of the CSE, the BevCanna Shares issued to certain Naturo Shareholders who will be directors and/or officers of BevCanna upon Closing may be subject to escrow under the policies of the CSE and Applicable Laws.

2.17 BevCanna Guarantee

BevCanna hereby unconditionally and irrevocably guarantees the due and punctual performance by Newco of each and every covenant and obligation of Newco arising under the Amalgamation. BevCanna hereby agrees that Naturo shall not have to proceed first against Newco before exercising its rights under this guarantee against BevCanna.

2.18 Actions to Satisfy Conditions

Each of Naturo and BevCanna shall take all such actions as are within its power to control and to use commercially reasonable efforts to cause other actions to be which are not within its power or control, so as to ensure compliance with all of the applicable conditions precedent as set forth in this Agreement an any Transaction Agreements.

2.19 Vesting of Assets and Assumption of Liabilities

From the Effective Date, Amalco is seized of and holds and possesses all the property, rights and interests and is subject to all the debts, liabilities and obligations of each of Naturo and Newco without further deeds, transfers or conveyances, as fully and effectually and to all intents and purposes as if held or borne by each of Naturo and Newco respectively immediately prior to the Effective Date, and the directors of Amalco will have full power to carry the amalgamation into effect and to perform such acts as are necessary or proper for such purposes, including satisfying any obligations to dissenting shareholders, and each shareholder of Newco and Naturo will be bound by the terms of this Agreement.

2.20 Creditors' Rights, Liens

The rights of creditors against the property, rights and assets of Naturo and Newco and all liens upon their respective property, rights and assets, will be unimpaired by the Amalgamation, and all debts,

contracts, liabilities and duties of each of Naturo and Newco will from the Effective Date attach to Amalco and may be enforced against it.

ARTICLE 3
SHAREHOLDER INFORMATION, LISTING STATEMENT AND MEETING

3.1 Listing Statement

(a) If it is determined by BevCanna in consultation with its legal counsel that a Listing Statement is required to be filed in connection with the Amalgamation, the Parties shall use all commercially reasonable efforts to prepare and complete, in consultation with each other, the Listing Statement together with any other documents required by Applicable Laws in connection with the Amalgamation. The Parties shall use their commercially reasonable efforts to cause the Listing Statement and such other documents, as applicable, to be filed with the CSE no later than February 12, 2021, unless otherwise agreed to by the Parties; provided that each Party delivers to the other Parties all requisite information of such Party, financial or otherwise, and any other requisite materials for inclusion in the Listing Statement no later than February 5, 2021, unless otherwise agreed to by the Parties.

(b) The Parties shall ensure that the Listing Statement complies in material respects with Applicable Laws, does not contain any misrepresentation. BevCanna shall give Naturo and its legal counsel a reasonable opportunity to review and comment on drafts of the Listing Statement and other related documents, and shall give reasonable consideration to any comments made by Naturo and its legal counsel. Naturo and BevCanna shall each provide all necessary information concerning them that is required by Applicable Laws to be included with respect to each of them in the Listing Statement, and shall use their best efforts to ensure that such information does not contain any misrepresentation. Each Party shall promptly notify the other Parties if it becomes aware that the Listing Statement contains a misrepresentation, or otherwise requires an amendment or supplement. The Parties shall co-operate in the preparation of any such amendment or supplement as required or appropriate, and the Parties shall, as required by Applicable Laws, promptly file on SEDAR and, if required by Applicable Laws, file the same with any other Governmental Authority.

3.2 Naturo Meeting or Consent Resolution

(a) Naturo will convene and conduct the Naturo Meeting on or before February 15, 2021, or such later date as may be mutually agreed to by BevCanna and Naturo, and not adjourn, postpone or cancel (or propose the adjournment, postponement or cancellation of) the Naturo Meeting without the prior written consent of BevCanna, except in the case of an adjournment, as required for quorum purposes.

(b) The Parties shall ensure that the Naturo Notice of Meeting and Naturo Information Circular complies in all material respects with Applicable Laws and does not contain any misrepresentation. Naturo shall give BevCanna and its legal counsel a reasonable opportunity to review and comment on drafts of the Naturo Notice of Meeting and Naturo Information Circular and other related documents, and shall give reasonable consideration to any comments made by BevCanna and its legal counsel. Naturo shall promptly notify BevCanna if it becomes aware that the Naturo Notice of Meeting or Naturo Information Circular contains a misrepresentation, or otherwise requires an amendment or supplement. The Parties shall co-operate in the preparation of any such amendment or supplement as required or appropriate

with respect to the Naturo Notice of Meeting or Naturo Information Circular, and the Parties shall, as required by Applicable Laws, promptly mail any such amendment or supplement to the Naturo Shareholders and, if required by Applicable Laws, file the same with any other Governmental Authority.

(c) The Parties acknowledge and agree that rather than hold the Naturo Meeting, Naturo may obtain shareholder approval of this Agreement by way of consent resolution.

3.3 BevCanna Meeting or Consent Resolution

(a) If required, BevCanna will convene and conduct the BevCanna Meeting on such date as may be mutually agreed to by BevCanna and Naturo, and not adjourn, postpone or cancel (or propose the adjournment, postponement or cancellation of) the BevCanna Meeting without the prior written consent of Naturo, except in the case of an adjournment, as required for quorum purposes.

(b) The Parties shall ensure that the BevCanna Notice of Meeting and BevCanna Information Circular complies in all material respects with Applicable Laws, does not contain any misrepresentation. BevCanna shall give Naturo and its legal counsel a reasonable opportunity to review and comment on drafts of the BevCanna Notice of Meeting and BevCanna Information Circular and other related documents, and shall give reasonable consideration to any comments made by Naturo and its legal counsel. BevCanna shall promptly notify Naturo if it becomes aware that the BevCanna Notice of Meeting or BevCanna Information Circular contains a misrepresentation, or otherwise requires an amendment or supplement. The Parties shall co-operate in the preparation of any such amendment or supplement as required or appropriate with respect to the BevCanna Notice of Meeting or BevCanna Information Circular and the Parties shall, as required by Applicable Laws, promptly mail any such amendment or supplement to the BevCanna Shareholders and, if required by Applicable Laws, file the same with any other Governmental Authority.

(c) The Parties acknowledge and agree that rather than hold the BevCanna Meeting, BevCanna may obtain shareholder approval of this Agreement by way of consent resolution.

3.4 Preparation of Filings

The Parties will co-operate in the preparation of any application for any required Authorization and any other orders, registrations, consents, filings, rulings, exemptions, no-action letters and approvals, and in the preparation of any documents, reasonably deemed by any of the Parties to be necessary to discharge its respective obligations under this Agreement or otherwise advisable under Applicable Laws.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties of BevCanna

Except as set out in the BevCanna Disclosure Letter, BevCanna hereby represents and warrants to Naturo and hereby acknowledges that Naturo is relying upon such representations and warranties in connection with entering into this Agreement and agreeing to complete the Amalgamation (and Naturo acknowledges and agrees that all representations and warranties relating to Newco are stated to be true only as of the Effective Time), that:

(a) Organization. Each of BevCanna and Newco has been incorporated and validly exists under the laws of the jurisdiction of its incorporation and is in good standing under applicable corporate laws and has full corporate and legal power and authority to own its property and assets and to conduct its business as currently owned and conducted.

(b) Capitalization. BevCanna is authorized to issue an unlimited number of BevCanna Shares of which 114,711,961 BevCanna Shares are issued and outstanding, prior to giving effect to the Amalgamation. Newco is authorized to issue an unlimited number of Newco Shares. Other than as disclosed in the BevCanna Public Disclosure Record, there are no options, warrants, conversion privileges or other rights, agreements, arrangements or commitments (pre-emptive, contingent or otherwise) obligating BevCanna or Newco to issue or sell any BevCanna Shares or Newco Shares or any securities or obligations of any kind convertible into, or exercisable or exchangeable for, any BevCanna Shares or Newco Shares. All outstanding BevCanna Shares and Newco Shares have been authorized and are validly issued and outstanding as fully paid and non-assessable shares, free of pre-emptive rights. Other than as disclosed in the BevCanna Public Disclosure Record, there are no outstanding bonds, debentures or other evidences of Indebtedness of BevCanna or Newco, other than incurred in the ordinary course of business. There are no outstanding contractual obligations of BevCanna or Newco to repurchase, redeem or otherwise acquire any outstanding BevCanna Shares or Newco Shares or with respect to the voting or disposition of any outstanding BevCanna Shares or Newco Shares.

(c) Subsidiaries. BevCanna is the registered and beneficial owner of all of the issued and outstanding shares of Newco. Other than as disclosed in the BevCanna Public Disclosure Record, neither BevCanna nor Newco has any other subsidiaries and does not hold any shares or securities of any other entity and is not Affiliated with, nor is it a holding corporation of, any other body corporate. Newco was formed solely for the purposes of effecting the Amalgamation, has nominal assets and no liabilities and has never conducted any business activities.

(d) Authority and Conflict. BevCanna has all necessary corporate power, authority and capacity to enter into this Agreement and all other Contracts to be executed by BevCanna as contemplated by this Agreement, and to perform its obligations hereunder and under such other Contracts. Newco has all necessary corporate power, authority and capacity to enter into all Contracts to be executed by Newco as contemplated by this Agreement, and to perform its obligations under such Contracts. The execution and delivery of this Agreement by BevCanna and the completion by BevCanna and Newco of the transactions contemplated hereby have been authorized by the BevCanna Board and the board of directors of Newco, and subject to obtaining approval of the CSE and the Registrar, no other corporate proceedings on the part of BevCanna or Newco are necessary to authorize this Agreement or the completion by BevCanna and Newco of the transactions contemplated hereby other than the filing of the Amalgamation Application with the Registrar. This Agreement has been executed and delivered by BevCanna and constitutes a legal, valid and binding obligation of BevCanna, enforceable against BevCanna in accordance with its terms, subject to bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium and other applicable Laws relating to or affecting creditors' rights generally, and to general principles of equity. The execution and delivery by BevCanna of this Agreement and the performance by each BevCanna and Newco of its obligations hereunder and the completion of the transactions contemplated hereby, do not and will not:

(i) result in a violation, contravention or breach, constitute a default under, or entitle any third party to terminate, accelerate, modify or call any obligations or rights under, require any consent to be obtained under or give rise to any termination rights under any provision of:

(A) the notice of articles and articles of BevCanna or the constating documents of Newco;

(B) any applicable Law or rule or policy of the CSE (except that the approval of the CSE, which is required for the completion by BevCanna of the transactions contemplated hereby, will be applied for by BevCanna but has not been obtained as of the date hereof); or

(C) any Material Contract to which BevCanna or Newco is bound or is subject to or of which BevCanna and Newco is the beneficiary,

in each case, which would, individually or in the aggregate, have a Material Adverse Effect on BevCanna.

(e) Consents and Approvals. No consent, approval, order or authorization of, or declaration or filing with, any Governmental Entity or other Person is required to be obtained by BevCanna or Newco in connection with the execution and delivery of this Agreement or the consummation by BevCanna and Newco of the transactions contemplated hereby other than:

(i) If required, the BevCanna Shareholder Approval;

(ii) filings required under the BCBCA;

(iii) the approval of the CSE;

(iv) such registrations and other actions required under Applicable Securities Laws as are contemplated by this Agreement and registrations and applications required as a result of the formation of Amalco; and

(v) any other consents, approvals, orders, authorizations, declarations or filings which, if not obtained, would not, individually or in the aggregate, have a Material Adverse Effect on BevCanna.

(f) Directors' Approvals. The BevCanna Board has:

(i) determined that the Amalgamation are in the best interests of BevCanna; and

(ii) authorized the entering into of this Agreement and, subject to the approval of the CSE, authorized the performance of BevCanna's obligations hereunder.

(g) Material Contracts.

(i) Section 4.1(g) of the BevCanna Disclosure Letter includes a complete and accurate list of all Material Contracts of BevCanna and Newco. BevCanna has made available to Naturo true and complete copies of all such Material Contracts.

(ii) BevCanna and Newco have performed in all material respects all of their respective obligations required to be performed by them under the Material Contracts of BevCanna and Newco. All such Material Contracts are in full force and effect, and BevCanna or Newco is entitled to all rights and benefits thereunder in accordance with the terms thereof. Neither BevCanna nor Newco has waived any material rights under such Material Contracts and no material default or breach exists in respect thereof on the part of BevCanna or Newco or, to the knowledge of BevCanna, on the part of any other party thereto, and no event has occurred which, after the giving of notice or the lapse of time or both, would constitute such a default or breach or trigger a right of termination of any of such Material Contracts.

(iii) All of the Material Contracts of BevCanna and Newco are valid and binding obligations of BevCanna or Newco, as the case may be, enforceable in accordance with their respective terms, except as may be limited by bankruptcy, insolvency and other laws affecting the enforcement of creditors' rights generally and subject to the qualification that equitable remedies may only be granted in the discretion of a court of competent jurisdiction.

(iv) Neither BevCanna nor Newco has received written notice that any party to a Material Contract of BevCanna or Newco, intends to cancel, terminate or otherwise modify or not renew such Material Contract, and to the knowledge of BevCanna, no such action has been threatened.

(v) No consents, approvals or notices are required to be obtained from, or given to, any third party under any Material Contract of BevCanna and Newco in order for BevCanna to proceed with the execution and delivery of this Agreement and the consummation of the Amalgamation and the other transactions contemplated by this Agreement.

(h) Waivers and Consents. There are no waivers, consents, notices or approvals required to complete the transactions contemplated under this Agreement from other parties to the Material Contracts of each of BevCanna and Newco, other than the approval of the CSE pursuant to the CSE Listing Agreement dated June 25, 2019.

(i) Absence of Changes. Except as disclosed in the BevCanna Public Disclosure Record, since July 31, 2020 in the case of BevCanna, and in the case of Newco, since the date of its incorporation:

(i) each of BevCanna and Newco has conducted its business only in the ordinary and regular course of business consistent with past practice;

(ii) there has not occurred any Material Adverse Effect in respect of BevCanna or Newco, or any fact or state of facts, circumstance, change, effect, occurrence or event, that individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect in respect of BevCanna or Newco;

(iii) other than in the ordinary and regular course of business consistent with past practice, there has not been any incurrence, assumption or guarantee by BevCanna or Newco of any debt for borrowed money, any creation or assumption by BevCanna or Newco of any Encumbrance, any making by BevCanna or Newco of any loan, advance or capital contribution to, or investment in, any other Person, or any entering into, amendment of, relinquishment, termination or non-renewal by BevCanna or Newco of any Contract

or other right or obligation that would, individually or in the aggregate, have a Material Adverse Effect on BevCanna or Newco;

(iv) BevCanna has not declared or paid any dividends or made any other distribution in respect of any of the BevCanna Shares;

(v) BevCanna has not effected or passed any resolution to approve a split, consolidation or reclassification of any of the outstanding BevCanna Shares;

(vi) other than in the ordinary and regular course of business consistent with past practice, there has not been any material increase in or modification of the compensation payable by BevCanna to any of its directors, officers, employees or consultants or any grant to any such director, officer, employee or consultant of any increase in severance or termination pay, or any increase or modification of any bonus, pension, insurance or benefit arrangement made to, for or with any of such directors, officers, employees or consultants; and

(vii) BevCanna has not effected any material change in its accounting methods, principles or practices, other than as disclosed in the BevCanna Financial Statements.

(j) Voting Agreements. BevCanna is not party to any agreement, nor, to the knowledge of BevCanna, is there any shareholders agreement or other contract which in any manner affects the voting control of any of the securities of BevCanna.

(k) Employment Agreements. BevCanna is not a party to any written or oral policy, agreement, obligation or understanding providing for retention bonuses, severance or termination payments to, or any employment or consulting agreement with, any director or officer of BevCanna that would be triggered by BevCanna entering into this Agreement or the completion of the Amalgamation.

(l) Financial Matters. The BevCanna Financial Statements were prepared in accordance with IFRS consistently applied, and fairly present in all material respects the financial condition of BevCanna at the respective dates indicated and the results of operations of BevCanna for the periods covered. Except as disclosed in the BevCanna Financial Statements, as of the date hereof, BevCanna does not have any Liability or obligation (including, without limitation, liabilities or obligations to fund any operations or work or production program, to give any guarantees or for Taxes), whether accrued, absolute, contingent or otherwise, or any related party transactions or off-balance sheet transactions not reflected in the BevCanna Financial Statements, except liabilities and obligations incurred in the ordinary and regular course of business since September 30, 2020, which liabilities or obligations would not reasonably be expected to have a Material Adverse Effect on BevCanna.

(m) Books and Records. The financial books, records and accounts of BevCanna and Newco: (i) have been maintained in all material respects in accordance with applicable Laws and IFRS on a basis consistent with prior years; (ii) are stated in reasonable detail and accurately and fairly reflect in all material respects the material transactions, acquisitions and dispositions of the assets of BevCanna and Newco; and (iii) accurately and fairly reflect in all material respects the basis for the BevCanna Financial Statements.

(n) Minute Books. The corporate minute books of BevCanna and Newco contain minutes of all meetings and resolutions of its boards of directors and committees of its board of directors, other than those portions of minutes of meetings reflecting discussions of the Amalgamation, and shareholders, held according to applicable Laws and are complete and accurate in all material respects.

(o) Litigation. There is no Claim, audit, indictment or investigation against or involving BevCanna or Newco or any of their respective properties or assets pending or, to the knowledge of BevCanna, threatened which, if adversely determined, would reasonably be expected to have a Material Adverse Effect in respect of BevCanna or would significantly impede the ability of BevCanna to consummate the Amalgamation and, to the knowledge of BevCanna, no event has occurred which would reasonably be expected to give rise to any such Claim, audit, indictment or investigation. Neither BevCanna, Newco nor any of their respective assets or properties is subject to any outstanding judgment, order, writ, injunction or decree material to BevCanna and Newco on a consolidated basis.

(p) Tax Matters. BevCanna and Newco are each "taxable Canadian corporations" for purposes of the Tax Act and all Taxes due and payable or required to be collected or withheld and remitted by each of BevCanna and Newco have been paid, collected or withheld and remitted as applicable, except for where the failure to pay such Taxes would not have a Material Adverse Effect. Except to the extent that failure to do so would not have a Material Adverse Effect, all Tax Returns, declarations, remittances and filings required to be filed by each of BevCanna and Newco have been filed with all appropriate Governmental Entity within the prescribed periods and all such Tax Returns, declarations, remittances and filings are complete and accurate and no material fact or facts have been omitted therefrom which would make any of them misleading. There are no proceedings, investigations or audits pending or, to the Knowledge of BevCanna, threatened against or affecting BevCanna or Newco in respect of any Taxes and no event has occurred or circumstance exists which could reasonably be expected to give rise to or serve as a valid basis for the commencement of any such proceeding, investigation or audit. There are no agreements, waivers or other arrangements with any taxation authority providing for an extension of time for any assessment or reassessment of Taxes with respect to BevCanna or Newco.

(q) Reporting Status. BevCanna is a reporting issuer in good standing in the provinces of British Columbia and Ontario. The BevCanna Shares are listed on the CSE and, to the knowledge of BevCanna, BevCanna is in material compliance with the rules and regulations of the CSE.

(r) Reports.

(i) To the knowledge of BevCanna, BevCanna has filed with the Securities Authorities a true and complete copy of all forms, reports, schedules, statements, certifications, material change reports and other documents required to be filed by it, including the BevCanna Public Disclosure Record;

(ii) BevCanna has not filed any confidential material change or other report or other document with any Securities Authorities which at the date hereof remains confidential.

(iii) Each of the documents that are part of the BevCanna Public Disclosure Record, at the time filed or, if amended, as of the date of such amendment:

(A) did not contain any material misrepresentation (as defined in the Securities Act) and did not contain any untrue statement of any material fact or omit to state any material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading; and

(B) complied in all material respects with the requirements of Applicable Securities Laws and the rules, policies and instruments of all Securities Authorities, except where such non-compliance has not had, or would not reasonably be expected to have, a Material Adverse Effect on BevCanna.

(s) No Cease Trade. Other than the trading halt imposed on the BevCanna Shares in connection with the execution of this Agreement as required under the policies of the CSE, BevCanna is not subject to any cease trade or other order of any applicable Securities Authority and, to the knowledge of BevCanna, no investigation or other proceedings involving BevCanna that may operate to prevent or restrict trading of any securities of BevCanna are currently in progress or pending before any applicable Securities Authority.

(t) Compliance with Laws.

(i) The operations of BevCanna and Newco have been since their respective dates of incorporation and are now being conducted in compliance, in all material respects, with Law.

(ii) BevCanna has not received any written notices or other written correspondence from any Governmental Entity regarding any material violation (or any investigation, inspection, audit, or other proceeding by any Governmental Entity involving allegations of any material violation) of any Law. To the knowledge of BevCanna, no investigation, inspection, audit or other proceeding by any Governmental Entity involving allegations of any material violation of any Law is threatened or contemplated.

(iii) The operations of BevCanna and each of its subsidiaries are and have been conducted at all times in compliance, in all material respects, with with applicable financial recordkeeping and reporting requirements of the *Canadian Proceeds of Crime (Money Laundering) and Terrorist Financing Act*, as amended, the *U.S. Currency and Foreign Transactions Reporting Act of 1970*, as amended, and the money laundering statutes of all other applicable jurisdictions and any related or similar rules, regulations or guidelines, issued, administered or enforced by any Governmental Entity (collectively, "**Money Laundering Laws**") and no Claim by or before any Governmental Entity involving BevCanna or any of its subsidiaries with respect to Money Laundering Laws is pending or, to the knowledge of BevCanna, threatened.

(u) Related Party Transactions. Other than as disclosed in the BevCanna Public Disclosure Record and other than employment or compensation arrangements entered into in the ordinary course of business, no director, officer, employee, independent contractor or agent of BevCanna or Newco or a holder of record or beneficial owner of 5% or more of the BevCanna Shares or an associate or an affiliate of any such Person, is a party to, or beneficiary of, any loan, guarantee, Contract, arrangement or understanding or other transaction with BevCanna or any of its subsidiaries.

(v) Auditors. BevCanna's auditors are independent public accountants.

(w) No Broker's Commission. BevCanna has not entered into any Contract that would entitle any Person to any valid claim against it for a broker's commission, finder's fee or any like payment in respect of the Amalgamation or any other matter contemplated by this Agreement.

(x) Restrictions on Business. There is no Contract or Authorization binding upon BevCanna that has or could reasonably be expected to have the effect of prohibiting, restricting or materially impairing any business practice of BevCanna or any of its affiliates or the conduct of business by BevCanna or any of its affiliates (including following consummation of the Amalgamation) other than any Contract or Authorization containing any such prohibition or restriction which has not had and would not be reasonably expected to have, individually or in the aggregate, a Material Adverse Effect in respect of BevCanna.

(y) U.S. Securities Law Matters.

(i) BevCanna is a "foreign issuer" within the meaning of Regulation S and reasonably believes that there is no Substantial U.S. Market Interest in any securities in the same class of securities as the BevCanna Shares.

(ii) None of BevCanna, its affiliates nor any Person acting on any of their behalf has made or will make (A) any Directed Selling Efforts in the United States with respect to the BevCanna Shares, or has engaged or will engage in any form of general solicitation or general advertising (as those terms are used in Regulation D), including advertisements, articles, notices or other communications published in any newspaper, magazine, or similar media or broadcast over radio or television, or any seminar or meeting whose attendees have been invited by general solicitation or general advertising in connection with the offer or exchange of the BevCanna Shares to or for the account or benefit of any U.S. Person (as defined in Regulation S) or person in the United States or (B) any sale, offer for sale or solicitation of any offer to buy or exchange any BevCanna Shares that would cause the exemptions from registration under (i) Section 4(a)(2) of or (ii) Rule 903 of Regulation S under the 1933 Act, or exemptions under applicable state laws, to become unavailable with respect to the offer or exchange of the BevCanna Shares in connection with the Amalgamation.

(iii) BevCanna has provided each former Naturo Shareholder who is a U.S. Person (as defined in Regulation S) or person in the United States that will receive BevCanna Shares in connection with the Amalgamation access to such financial and other information concerning BevCanna and the BevCanna Shares as such former Naturo Shareholder deems necessary in connection with its vote with respect to the approval of the Amalgamation and this Agreement.

(z) No Shareholdings in Naturo. Neither BevCanna nor Newco owns, legally or beneficially, directly or indirectly, any securities of Naturo and does not have any right, agreement or obligation to purchase any securities of Naturo or any securities or obligations of any kind convertible into or exchangeable for any securities of Naturo.

(aa) Right to Use Personal Information. To the knowledge of BevCanna, all personal information in the possession of BevCanna has been collected, used and disclosed in compliance with all applicable privacy Laws in those jurisdictions in which BevCanna conducts, or BevCanna is deemed by operation of law in those jurisdictions to conduct, its business. There are no Claims

pending or, to the knowledge of BevCanna, threatened, with respect to BevCanna's collection, use or disclosure of personal information.

(bb) Due Diligence. All information supplied by BevCanna or its Representatives to Naturo in the course of Naturo's due diligence review in respect of the transactions contemplated by this Agreement, is accurate and correct in all material respects.

4.2 Representations and Warranties of Naturo

Except as set out in the Naturo Disclosure Letter, Naturo hereby represents and warrants to BevCanna and Newco, and hereby acknowledges that BevCanna and Newco are relying upon such representations and warranties in connection with, in the case of BevCanna, entering into this Agreement and, in the case of BevCanna and Newco, agreeing to complete the Amalgamation, as follows:

(a) Organization and Qualification. Naturo is a corporation duly incorporated or an entity duly created and validly existing under the applicable Laws of its jurisdiction of incorporation, continuance or creation and has all necessary power and authority to own its property and assets and to conduct its business as now owned and conducted. Naturo is duly qualified to conduct business and is in good standing in each jurisdiction in which the character of its properties, owned, leased, licensed or otherwise held, or the nature of its activities, makes such qualification necessary, except where the failure to be so qualified or in good standing would not, individually or in the aggregate, have a Material Adverse Effect in respect of Naturo.

(b) Capitalization.

(i) The authorized capital of Naturo consists of an (i) unlimited number of common shares without par value, (ii) an unlimited number of class B common shares without par value, and (iii) an unlimited number of series A preferred shares without par value, of which, as of the date of this Agreement, (i) 32,357,640 common shares, (ii) 5,073,194 class B common shares and (iii) 12,569,166 series A preferred shares were outstanding as fully paid and non-assessable shares in the capital of Naturo.

(ii) As of the date of this Agreement, Naturo has 1,250,000 Naturo 2018 Warrants outstanding, 25,000,000 Naturo 2021 Warrants outstanding, 450,000 Naturo Options outstanding, and one Naturo Debenture outstanding, and there are no other options, warrants, stock appreciation rights, restricted stock units, conversion privileges or other rights, agreements, arrangements or commitments (pre-emptive, contingent or otherwise) of any character whatsoever requiring or which may require the issuance, sale or transfer by Naturo of any securities of Naturo (including Naturo Shares), or any securities or obligations convertible into, or exchangeable or exercisable for, or otherwise evidencing a right or obligation to acquire, any securities of Naturo (including Naturo Shares).

(iii) All outstanding Naturo Shares have been duly authorized and validly issued and are fully paid and non-assessable. The Naturo Shares have been issued in compliance with all applicable Laws and Securities Laws.

(iv) There are no securities of Naturo or of any of its subsidiaries outstanding which have the right to vote generally (or are convertible into or exchangeable for securities having the right to vote generally) with the holders of the outstanding Naturo Shares on any

matter. There are no outstanding contractual or other obligations of Naturo to repurchase, redeem or otherwise acquire any of its securities or with respect to the voting or disposition of any of its outstanding securities. Except as otherwise disclosed in the Naturo Disclosure Letter, there are no outstanding bonds, debentures or other evidences of Indebtedness of Naturo or any of its subsidiaries having the right to vote with the holders of the outstanding Naturo Shares on any matters.

(c) Subsidiaries. Except as disclosed in Section 4.2(c) of the Naturo Disclosure Letter, Naturo has no subsidiaries and does not hold any shares or securities of any other entity and is not Affiliated with, nor is it a holding corporation of, any other body corporate.

(d) Shareholder Agreements. Naturo is not a party to any shareholder, pooling, voting trust or other similar agreement or arrangement relating to the issued and outstanding shares in the capital of Naturo or pursuant to which any Person may have any right or claim in connection with any existing or past equity interest in Naturo and Naturo has not adopted a shareholder rights plan.

(e) Authority and Conflict. Naturo has all necessary corporate power, authority and capacity to enter into this Agreement and all other agreements and instruments to be executed by Naturo as contemplated by this Agreement, and to perform its obligations hereunder and under such other agreements and instruments. The execution and delivery of this Agreement by Naturo and the completion by Naturo of the transactions contemplated by this Agreement have been authorized by the Naturo Board, and subject to obtaining the Naturo Shareholder Approval in the manner contemplated herein, no other corporate proceedings on the part of Naturo are necessary to authorize this Agreement or the completion by Naturo of the transactions contemplated hereby, other than approval by Securities Authorities. This Agreement has been executed and delivered by Naturo and constitutes a legal, valid and binding obligation of Naturo, enforceable against Naturo in accordance with its terms, subject to bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium and other applicable Laws relating to or affecting creditors' rights generally, and to general principles of equity. The execution and delivery by Naturo of this Agreement and the performance by it of its obligations hereunder and the completion of the transactions contemplated hereby, do not and will not:

(i) result in a violation, contravention or breach, or constitute a default under, or entitle any third party to terminate, accelerate, modify or call any obligations or rights under, require any consent to be obtained under or give rise to any termination rights under any provision of:

(A) its constating documents;

(B) any Laws, regulation, order, judgment or decree applicable to Naturo or its or its properties or assets; or

(C) any Material Contract to which Naturo is bound or is subject to or of which Naturo is the beneficiary,

in each case, which would, individually or in the aggregate, have a Material Adverse Effect on Naturo.

(ii) give rise to any right of purchase or sale, right of first refusal or right of first offer, trigger any change in control provision or any restriction or limitation under, any provision of

any Material Contract of Naturo or any material Authorization to which Naturo is a party or to which Naturo' properties or assets are bound, except as disclosed in the Naturo Disclosure Letter;

(iii) give rise to any right of termination, cancellation, suspension or acceleration, allow any Person to exercise any material right, or cause or permit the termination, cancellation, suspension, acceleration or other change of any material right or obligation or the loss of any material benefit to which Naturo is entitled under, any provision of any Material Contract of Naturo or any material Authorization to which Naturo is a party or to which Naturo' properties or assets are bound, except as disclosed in Section 4.2(e) of the Naturo Disclosure Letter; or

(iv) except as disclosed in the Naturo Disclosure Letter, result in the imposition of any Lien upon any of the property or assets of Naturo (whether owned or leased), or restrict, hinder, impair or limit the ability of Naturo to conduct its business as and where it is now being conducted, except as would not, individually or in the aggregate, have a Material Adverse Effect in respect of Naturo.

(f) Consents and Approvals. The execution, delivery and performance by Naturo of its obligations under this Agreement and the consummation by Naturo of the Amalgamation and the other transactions contemplated by this Agreement do not require any Authorization or other action by or in respect of, or filing with, or notification to, any Governmental Entity by Naturo other than:

(i) the Naturo Shareholder Approval;

(ii) filings required under the BCBCA and the issuance of the Certificate of Amalgamation;

(iii) the approval of the CSE;

(iv) such registrations and other actions required under Applicable Securities Laws as are contemplated by this Agreement and registrations and applications required as a result of the formation of Amalco; and

(v) any other consents, approvals, orders, authorizations, declarations or filings which, if not obtained, would not, individually or in the aggregate, have a Material Adverse Effect on Naturo.

(g) Directors' Approvals. The Naturo Board has unanimously:

(i) determined that the Amalgamation is in the best interests of Naturo;

(ii) determined to recommend that the Naturo Shareholders vote in favour of the Naturo Resolution; and

(iii) authorized the entering into of this Agreement, and the performance of Naturo's obligations hereunder.

(h) Material Contracts.

(i) Section 4.2(h) of the Naturo Disclosure Letter includes a complete and accurate list of all Material Contracts of Naturo. Naturo has made available to BevCanna true and complete copies of all such Material Contracts.

(ii) Except as disclosed in Section 4.2(h) of the Naturo Disclosure Letter, Naturo has performed in all material respects all of its obligations required to be performed by it under the Material Contracts of Naturo. All such Material Contracts are in full force and effect, and Naturo is entitled to all rights and benefits thereunder in accordance with the terms thereof. Naturo has not waived any material rights under such Material Contracts and no material default or breach exists in respect thereof on the part of Naturo, to the knowledge of Naturo, on the part of any other party thereto, and no event has occurred which, after the giving of notice or the lapse of time or both, would constitute such a default or breach or trigger a right of termination of any of such Material Contracts.

(iii) Except as disclosed in Section 4.2(h) of the Naturo Disclosure Letter, all of the Material Contracts of Naturo are valid and binding obligations of Naturo, enforceable in accordance with their respective terms, except as may be limited by bankruptcy, insolvency and other laws affecting the enforcement of creditors' rights generally and subject to the qualification that equitable remedies may only be granted in the discretion of a court of competent jurisdiction.

(iv) Naturo has not received written notice that any party to a Material Contract of Naturo, intends to cancel, terminate or otherwise modify or not renew such Material Contract, and to the knowledge of Naturo, no such action has been threatened.

(v) Except as disclosed in Section 4.2(h) of the Naturo Disclosure Letter, no consents, approvals or notices are required to be obtained from, or given to, any third party under any Material Contract of Naturo in order for Naturo to proceed with the execution and delivery of this Agreement and the consummation of the Amalgamation and the other transactions contemplated by this Agreement.

(i) Waivers and Consents. Except as disclosed in Section 4.2(i) of the Naturo Disclosure Letter, there are no waivers, consents, notices or approvals required to complete the transactions contemplated under this Agreement from other parties to the Material Contracts of Naturo.

(j) Voting Agreements. Naturo is not party to any agreement, nor, to the knowledge of Naturo, is there any shareholders agreement or other contract which in any manner affects the voting control of any of the securities of Naturo.

(k) Absence of Changes. Since January 1, 2019:

(i) Naturo has conducted its business only in the ordinary and regular course of business consistent with past practice;

(ii) there has not occurred any Material Adverse Effect in respect of Naturo, or any fact or state of facts, circumstance, change, effect, occurrence or event, that individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect in respect of Naturo;

(iii) there has not been any material increase in or modification of the compensation payable to or to become payable by Naturo to any of its directors, officers or employees or any grant to any such director, officer or employee of any increase in severance or termination pay or any increase or modification of any Employee Plans of Naturo made to, for or with any of such directors, officers or employees;

(iv) Naturo has not declared or paid any dividends or made any other distribution in respect of any of the Naturo Shares;

(v) Naturo has not effected or passed any resolution to approve a split, consolidation or reclassification of any of the outstanding Naturo Shares; and

(vi) Naturo has not effected any material change in its accounting methods, principles or practices, other than as disclosed in the Naturo Financial Statements.

(l) Financial Matters. The Naturo Financial Statements were prepared in accordance with IFRS; the balance sheets included in such Naturo Financial Statements fairly present the financial condition of Naturo as at the close of business on the respective dates thereof, and the statements of operations and deficit included in the Naturo Financial Statements fairly present the results of operations of Naturo for the respective fiscal periods then ended.

(m) Books and Records. The financial books, records and accounts of Naturo: (i) have been maintained in all material respects in accordance with applicable Laws; (ii) are stated in reasonable detail and accurately and fairly reflect in all material respects the material transactions, acquisitions and dispositions of the assets of Naturo; and (iii) accurately and fairly reflect in all material respects the basis for the Naturo Financial Statements.

(n) Minute Books. The corporate minute books of Naturo contain minutes of all meetings and resolutions of its boards of directors and committees of its board of directors, other than those portions of minutes of meetings reflecting discussions of the Amalgamation, and shareholders, held according to applicable Laws and are complete and accurate in all material respects.

(o) Valuation Reports. The information contained in the Valuation Reports and the Source Water Assessment remains accurate as of the date hereof and Naturo knows of no reason why BevCanna would be unable to rely on the Valuation Reports or the Source Water Assessment.

(p) Litigation. Other than as disclosed in Section 4.2(p) of the Naturo Disclosure Letter, there is no Claim, audit, indictment or investigation against or involving Naturo or any of its properties or assets pending or, to the knowledge of Naturo, threatened which, if adversely determined, would reasonably be expected to have a Material Adverse Effect in respect of Naturo or would significantly impede the ability of Naturo to consummate the Amalgamation and, to the knowledge of Naturo, no event has occurred which would reasonably be expected to give rise to any such Claim, audit, indictment or investigation. Except as disclosed in Section 4.2(p) of the Naturo Disclosure Letter, neither Naturo nor any of its assets or properties is subject to any outstanding judgment, order, writ, injunction or decree material to Naturo taken as a whole.

(q) Tax Matters. Naturo is a "taxable Canadian corporation" for purposes of the Tax Act and all Taxes due and payable or required to be collected or withheld and remitted by Naturo have been paid, collected or withheld and remitted as applicable, except for where the failure to pay such Taxes would not have a Material Adverse Effect. Except to the extent that failure to do so

would not have a Material Adverse Effect, all Tax Returns, declarations, remittances and filings required to be filed by Naturo have been filed with all appropriate Governmental Entity and all such Tax Returns, declarations, remittances and filings are complete and accurate and no material fact or facts have been omitted therefrom which would make any of them misleading. There are no proceedings, investigations or audits pending or, to the knowledge of Naturo, threatened against or affecting Naturo in respect of any Taxes and no event has occurred or circumstance exists which could reasonably be expected to give rise to or serve as a valid basis for the commencement of any such proceeding, investigation or audit. There are no agreements, waivers or other arrangements with any taxation authority providing for an extension of time for any assessment or reassessment of Taxes with respect to Naturo.

(r) Authorizations. Naturo has obtained and is in compliance with all material Authorizations necessary for the ownership, operation and use of the assets of Naturo or otherwise required in connection with carrying on the business and operations of Naturo. All such Authorizations are in full force and effect, and, to the knowledge of Naturo, no suspension or cancellation thereof has been threatened, except for cancellation of such Authorizations as would not, individually or in the aggregate, have a Material Adverse Effect in respect of Naturo. There is no action, investigation or proceeding pending or, to the knowledge of Naturo threatened, regarding any such Authorizations, which if successful would, individually or in the aggregate, have a Material Adverse Effect in respect of Naturo. Neither Naturo nor, to the knowledge of Naturo, any of its directors or officers, has received any notice, whether written or oral, of revocation or non-renewal or material amendments of any such Authorizations except for revocations, non-renewals or amendments which would not, individually or in the aggregate, have a Material Adverse Effect in respect of Naturo. Except as disclosed in Section 4.2(r) of the Naturo Disclosure Letter, none of such Authorizations will in any way be affected by, or terminate or lapse by reason of, or require notice as a result of, the execution and delivery of this Agreement by Naturo or the consummation by Naturo of the Amalgamation or the other transactions contemplated by this Agreement.

(s) Compliance with Laws.

(i) To the knowledge of Naturo, Naturo has complied with, and is not in violation of, any applicable Laws, other than such non-compliance or violations that would not, individually or in the aggregate, have a Material Adverse Effect on Naturo.

(ii) Naturo has not received any written notices or other written correspondence from any Governmental Entity regarding any material violation (or any investigation, inspection, audit, or other proceeding by any Governmental Entity involving allegations of any material violation) of any Law. To the knowledge of Naturo, no investigation, inspection, audit or other proceeding by any Governmental Entity involving allegations of any material violation of any Law is threatened or contemplated.

(iii) The operations of Naturo are and have been conducted at all times in compliance, in all material respects, Money Laundering Laws and no Claim by or before any Governmental Entity involving Naturo with respect to the Money Laundering Laws is pending or, to the knowledge of Naturo, threatened.

(iv) The operations of Naturo are and have been conducted at all times in compliance, in all material respects, Privacy Laws and no Claim by or before any Governmental Entity

involving Naturo with respect to the Privacy Laws is pending or, to the knowledge of Naturo, threatened.

(t) Employment and Labour Matters.

(i) Except as disclosed in Section 4.2(t) of the Naturo Disclosure Letter, Naturo is not: (A) party to any Contract providing for termination notice, payment in lieu of termination notice, change of control payments, or severance payments to, or any employment or consulting agreement with, any director, officer or employee of Naturo other than such arising from any applicable Law; and (B) party to any collective bargaining or subject to any application for certification or, to the knowledge of Naturo, threatened union-organizing campaigns for employees not covered under a collective bargaining agreement nor are there any current, pending, or, to the knowledge of Naturo, threatened strikes or lockouts at Naturo.

(ii) There are no labour disputes, strikes, organizing activities or work stoppages against Naturo pending, or to knowledge of Naturo, threatened.

(iii) Except as disclosed in Section 4.2(t) of the Naturo Disclosure Letter, the execution, delivery and performance of this Agreement and the consummation of the Amalgamation by Naturo will not result in the acceleration of the time of payment, funding or vesting of entitlements otherwise available under any Employee Plan of Naturo.

(iv) Naturo has been and is now in compliance, in all material respects, with all terms and conditions of employment, with respect to employment and labour, including, wages, hours of work, overtime, human rights, occupational health and safety and workers compensation, and except as disclosed in Section 4.2(t) of the Naturo Disclosure Letter, there are no current, or, to the knowledge of the Naturo, pending or threatened proceedings (including grievances, arbitration, applications or pending applications) before any Governmental Entity or labour arbitrator with respect to any of the foregoing Employee Plans of Naturo (other than routine claims for benefits).

(v) To the knowledge of Naturo, no executive or manager (A) has any present intention to terminate their employment, or (B) is a party to any confidentiality, non-competition, proprietary rights or other such agreement with any other Person besides Naturo which would impede the business, be material to the performance of such employee's employment duties, or the ability of Naturo, or BevCanna to conduct the business.

(vi) There are no outstanding assessments, penalties, fines, liens, charges, surcharges, or other amounts due or owing pursuant to the any provincial workers' compensation statute or regulation, and Naturo has not been reassessed in any material respect under such statute or regulation since the date of its incorporation and, to the knowledge of Naturo, no audit of Naturo is currently being performed pursuant to any provincial workers' compensation statute or regulation, and, to the knowledge of Naturo, there are no claims or potential claims which may materially adversely affect Naturo' accident cost experience in respect of the business.

(vii) To the knowledge of Naturo, each independent contractor engaged by Naturo has been properly classified by Naturo as an independent contractor and Naturo has not received any notice from any Governmental Entity disputing such classification.

(viii) Section 4.2(t) of the Naturo Disclosure Letter lists all material Employee Plans of Naturo. Naturo has made available to BevCanna true and complete copies of all such Employee Plans as amended.

(ix) All Employee Plans of Naturo are and have been established, registered, funded and administered in all material respects in (A) accordance with applicable Laws and (B) in accordance with their terms. To the knowledge of Naturo, no fact or circumstance exists which could adversely affect the registered status of any such Employee Plan.

(x) All contributions, premiums or taxes required to be made or paid by Naturo under the terms of each Employee Plan of Naturo or by applicable Laws have been made in a timely fashion, and no Employee Plan has a deficit, or Naturo has made full and adequate disclosure of and provision for such amounts in the books and records.

(xi) None of the Employee Plans provide for post-retirement or post-termination benefits, or supplemental pension benefits, to employees, directors or officers or former employees, directors or officers of Naturo, or to their dependents or beneficiaries.

(u) Intellectual Property.

(i) Naturo owns all right, title and interest in and to, or is validly licensed (and is not in material breach of such licenses), all Intellectual Property that is material to the conduct of the business, as currently conducted, of Naturo (collectively, the "**Naturo Intellectual Property Rights**"). All such Naturo Intellectual Property Rights are sufficient, in all material respects, for conducting the business, as currently conducted, of Naturo, and to the knowledge of Naturo, all such Naturo Intellectual Property Rights are valid and enforceable (subject to the effects of bankruptcy, insolvency, reorganization, moratorium or laws relating to or affecting creditors' rights generally), and do not infringe upon the Intellectual Property rights of any third party. To the knowledge of Naturo, no Person is currently infringing upon any of the Naturo Intellectual Property Rights in any material respect.

(ii) Section 4.2(u) of the Naturo Disclosure Letter sets out a complete and accurate list of all Naturo Intellectual Property Rights.

(v) Software and Technology.

(i) To the knowledge of Naturo, except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect in respect of Naturo, the computer and data processing systems, facilities and services used by Naturo are substantially free of any material defects, bugs, errors and do not contain any disabling codes or instructions, spyware, Trojan horses, worms, viruses, time locks, backdoors or other software routines that permit or cause unauthorized access to, or disruption, impairment, disablement, or destruction of, software, data and any other intentionally created, undocumented contaminant that may, or may be used to, access, modify, delete, damage or disable any hardware, system or data ("**Unauthorized Code**").

(ii) Section 4.2(v) of the Naturo Disclosure Letter sets forth a list of all software owned by Naturo and used by Naturo in the ordinary course of business (the "**Naturo Software**") and all third-party software used or embedded in the Naturo Software and a list of all material third-party software used in the ordinary course of business. Other than as disclosed in Section 4.2(v) of the Naturo Disclosure Letter, none of the Naturo Software that is material to the business of Naturo contains any open source, copy left or community source code, including any libraries or code licensed under the General Public License, Lesser General Public License or any other license agreement or arrangement obliging vendors to make source code publicly available, whether or not approved by the Open Source Initiative. Other than as disclosed in Section 4.2(v) of the Naturo Disclosure Letter, to the knowledge of the Naturo, the Naturo Software does not contain any Unauthorized Code.

(iii) Other than as disclosed in Section 4.2(v) of the Naturo Disclosure Letter, Naturo has in its possession copies of source code for all the Naturo Software or any licensed to, or held for use or used by, Naturo in connection with the ordinary course of business. Naturo has treated such Naturo Software as confidential and proprietary business information and has taken all reasonable steps to protect the same as its trade secrets. Such source code is fully documented in a manner that a reasonably skilled programmer could understand, modify, compile and otherwise utilize all aspects of the related computer programs without reference to other sources of information.

(w) Real Property. Naturo is the sole legal and beneficial owner and has valid and sufficient right, ownership, title and interest, duly registered if applicable, free and clear of any title defect or lien to its real property interests, including the Water Source and the Bottling Plant , and including fee simple estate of and in real property, licences (from landowners and authorities permitting the use of land by Naturo), leases, rights of way, occupancy rights, easements and all other real property interests as are necessary to perform the operation of its business as presently owned and conducted. Section 4.2(w) of the Naturo Disclosure Letter contains a complete list of the instruments by which the Company acquired each such right, ownership, title or interest, and Naturo has made all of such instruments available to BevCanna.

(x) Insurance. Policies of insurance are in force naming Naturo as an insured that adequately covers all risks as are customarily covered by businesses in the industry in which Naturo and its subsidiaries operate and Naturo and its subsidiaries are in compliance in all material respects with the requirements of such policies. Naturo has made available to BevCanna a summary listing all such policies that are material to Naturo. All such policies remain in full force and effect, and the execution and delivery by Naturo of this Agreement will not result in a breach by Naturo of any of the terms or conditions of such policies. Naturo has not failed to promptly provide notice with respect to any material claims under any such policies.

(y) Related Party Transactions. Other than as disclosed in Section 4.2(y) of the Naturo Disclosure Letter and other than employment or compensation arrangements entered into in the ordinary course of business, no director, officer, employee, independent contractor or agent of Naturo or a holder of record or beneficial owner of 10% or more of the Naturo Shares or an associate or an affiliate of any such Person, is a party to, or beneficiary of, any loan, guarantee, Contract, arrangement or understanding or other transaction with Naturo.

(z) Auditors. Naturo's auditors are independent public accountants.

(aa) Private Issuer. Naturo is not a reporting issuer in any jurisdiction in Canada and there is no published market in respect of the Naturo Shares.

(bb) No Broker's Commission. Except as otherwise disclosed under Section 4.2(bb) of the Naturo Disclosure Letter, there is no Person acting at the request or on behalf of Naturo that is entitled to any brokerage or finder's fee or other compensation in connection with the business combination contemplated by this Agreement.

(cc) Restrictions on Business. There is no Contract or Authorization binding upon Naturo that has or could reasonably be expected to have the effect of prohibiting, restricting or materially impairing any business practice of Naturo or any of its affiliates or the conduct of business by Naturo or any of its affiliates (including following consummation of the Amalgamation) other than any Contract or Authorization containing any such prohibition or restriction which has not had and would not be reasonably expected to have, individually or in the aggregate, a Material Adverse Effect in respect of Naturo.

(dd) Creditors of Naturo. Naturo has reasonable grounds for believing that no creditor of Naturo will be prejudiced by the Amalgamation.

(ee) Due Diligence. All information supplied by Naturo or its Representatives to BevCanna in the course of BevCanna's due diligence review in respect of the transactions contemplated by this Agreement, is accurate and correct in all material respects.

4.3 Survival of Representations and Warranties

The representations and warranties contained in this Agreement shall survive the execution and delivery of this Agreement and shall expire and be terminated and extinguished at the Effective Time.

ARTICLE 5
COVENANTS

5.1 Covenants of BevCanna

BevCanna hereby covenants and agrees with Naturo as follows:

(a) Copy of Documents. BevCanna shall furnish promptly to Naturo a copy of any dealings or communications with any Governmental Entity or Securities Authority in connection with, or in any way affecting, the transactions contemplated by this Agreement.

(b) Certain Actions. BevCanna shall:

(i) not take any action, or refrain from taking any action or permit any action to be taken or not taken (subject to a commercially reasonable efforts qualification) inconsistent with the provisions of this Agreement, or that would reasonably be expected to materially impede the completion of the transactions contemplated hereby or would render, or that would reasonably be expected to render, any representation or warranty made by BevCanna in this Agreement untrue or inaccurate in any material respect at any time on or before the Effective Date if then made, or that would have a Material Adverse Effect on BevCanna; and

(ii) promptly notify Naturo of any material information, change or event in the business, operations, financial condition or other affairs of BevCanna prior to Closing.

(c) Satisfaction of Conditions. BevCanna shall use all commercially reasonable efforts to satisfy, or cause to be satisfied, all conditions precedent to its obligations to the extent that the same is within its control and to take, or cause to be taken, all other action and to do, or cause to be done, all other things necessary, proper or advisable under all applicable Laws to complete the transactions contemplated by this Agreement, including using its commercially reasonable efforts to:

(i) If required, obtain the BevCanna Shareholder Approval in accordance with the BCBCA and the requirements of any applicable regulatory authority;

(ii) on or prior to the Disclosure Letter Delivery Date, deliver the BevCanna Disclosure Letter to Naturo, in such form and with such content as is acceptable to Naturo, acting reasonably;

(iii) obtain all other consents, approvals and authorizations as are required to be obtained by BevCanna under any applicable Laws or from any Governmental Entity or Security Authority that would, if not obtained, materially impede the completion of the transactions contemplated by this Agreement or have a Material Adverse Effect on BevCanna;

(iv) effect all necessary registrations, filings and submissions of information requested by Governmental Entities or Securities Authorities required to be effected by it in connection with the transactions contemplated by this Agreement and participate and appear in any proceedings of any Party hereto before any Governmental Entity;

(v) oppose, lift or rescind any injunction or restraining order or other order or action challenging or affecting this Agreement or the transactions contemplated hereby or seeking to enjoin or delay, or otherwise adversely affecting the ability of the Parties to consummate, the transactions contemplated hereby, subject to the BevCanna Board determining in good faith after receiving advice from outside legal counsel (which may include written opinions or advice) that taking such action would be inconsistent with the fiduciary duties of such directors under applicable Laws, and provided that, immediately upon receipt of such advice, BevCanna advises Naturo in writing that it has received such advice and provides written details thereof to Naturo;

(vi) fulfill all conditions and satisfy all provisions of this Agreement required to be fulfilled or satisfied by BevCanna; and

(vii) co-operate with Naturo in connection with the performance by it of its obligations hereunder, provided however that the foregoing shall not be construed to obligate BevCanna to pay or cause to be paid any monies to cause such performance to occur, other than as contemplated in this Agreement.

(d) Closing Documents. BevCanna shall execute and deliver, or cause to be executed and delivered, at Closing such customary agreements, certificates, resolutions, opinions and other closing documents as may be required by Naturo, all in form satisfactory to Naturo, acting reasonably.

(e) Newco. In its capacity as the sole shareholder of Newco, BevCanna shall:

(i) take all such action as is necessary or desirable to cause Newco to satisfy its obligations hereunder, including without limitation, passing a resolution approving the Amalgamation, on or prior to the Effective Date, or such other date as may be agreed to by BevCanna and Naturo, acting reasonably; and

(ii) prior to the Effective Date, not cause or permit Newco to issue any securities or enter into any agreements to issue or grant options, warrants or rights to purchase any of its securities except for the issuance of a nominal number of Newco Shares to BevCanna, or carry on any business, enter into any transaction or effect any corporate act whatsoever, other than as contemplated herein or as reasonably necessary to carry out the Amalgamation, unless previously consented to in writing by Naturo.

(f) BevCanna Shares. At the Effective Time, BevCanna will issue BevCanna Shares to those Naturo Shareholders who are entitled to receive BevCanna Shares pursuant to the Amalgamation in accordance with the terms hereof.

(g) Direction to Transfer Agent. BevCanna shall, effective as of the Effective Date, provide to the Transfer Agent a direction authorizing and directing the Transfer Agent to issue the BevCanna Shares issuable under the Amalgamation to holders of the Naturo Shares and shall direct the Transfer Agent to distribute such BevCanna Shares to the holders of the Naturo Shares in accordance with the terms of the Amalgamation;

(h) Listing of Shares. Until the earlier of: (i) the Effective Time; and (ii) the termination of this Agreement in accordance with Section 7.2, BevCanna shall use its commercially reasonable efforts to:

(i) ensure that the BevCanna Shares are continuously listed and posted for trading on the CSE, subject to any trading halts imposed by the CSE in connection with the Amalgamation; and

(ii) obtain conditional approval of the CSE for listing the BevCanna Shares to be issued to Naturo Shareholders pursuant to and in accordance with the terms of this Agreement.

5.2 Covenants of Naturo

Naturo hereby covenants and agrees with BevCanna as follows:

(a) Naturo Shareholder Approval. As promptly as practicable after the date hereof, Naturo shall take all steps necessary to obtain the Naturo Shareholder Approval.

(b) Copy of Documents. Naturo shall furnish promptly to BevCanna a copy of any filing under any applicable Laws and any dealings or communications with any Governmental Entity or Securities Authority in connection with, or in any way affecting, the transactions contemplated by this Agreement.

(c) Ordinary Course. Until the earlier of the Effective Time or the termination of this Agreement in accordance with Section 7.2, Naturo shall, except as required by this Agreement or as otherwise expressly contemplated by this Agreement or as described in the Naturo Disclosure Letter, or as

required by Laws or any Governmental Entity or as consented to by BevCanna (in its sole discretion), conduct its business in the ordinary course of business and use commercially reasonable efforts to maintain and preserve its business organization, assets, goodwill and business relationships with its customers, suppliers, vendors, creditors and employees it currently maintains. Naturo shall promptly notify BevCanna of any material information, change or event in the business, operations, financial condition or other affairs of Naturo prior to Closing.

(d) Certain Actions. Until the earlier of the Effective Time or the termination of this Agreement in accordance with Section 7.2, Naturo shall not:

(i) take any action, or refrain from taking any action or permit any action to be taken or not taken (subject to a commercially reasonable efforts qualification), inconsistent with the provisions of this Agreement or that would reasonably be expected to materially impede the completion of the transactions contemplated hereby or would render, or that would reasonably be expected to render, any representation or warranty made by Naturo in this Agreement untrue or inaccurate in any material respect at any time on or before the Effective Date if then made or that would have a Material Adverse Effect on Naturo;

(ii) except as described in the Naturo Disclosure Letter, issue, grant, deliver, sell or pledge, or agree to issue, grant, deliver, sell or pledge, any shares or other debt securities or equity securities of Naturo or its subsidiaries, or any rights convertible into or exchangeable or exercisable for, or otherwise evidencing a right to acquire, shares or other debt securities or equity securities of Naturo or its subsidiaries, other than the issuance of Naturo Shares issuable on the exercise of convertible securities existing as of the date hereof; and

(iii) incur, create, assume or otherwise become liable for, any Indebtedness or any other Liability or obligation or issue any debt securities or assume, guarantee, endorse or otherwise as an accommodation become responsible for the obligations of any other Person, or make any loans, capital contributions, investments or advances or prepay any Indebtedness before its scheduled maturity or amend, terminate, waive or otherwise modify the definitive documentation in respect of any Indebtedness;

(iv) sell, pledge, hypothecate, lease, license, sell and lease back, mortgage, dispose of or encumber or impose any Lien on or otherwise transfer, in whole or in part, any asset of Naturo with a book value or transaction value in excess of $25,000, individually or in the aggregate, except as otherwise contemplated in this Agreement;

(v) acquire (by merger, amalgamation, consolidation or acquisition of shares or assets or otherwise), directly or indirectly, any assets, securities, properties, interests, business, corporation, partnership or other business organization or division thereof, or make any investment either by the purchase of securities, contribution of capital, property transfer, or purchase of any other property or assets of any other Person (including any subsidiary that is not wholly owned), or acquire any license rights or financial instrument of any other Person (including any subsidiary that is not wholly owned), other than as described in the Naturo Disclosure Letter;

(vi) sell, assign, lease, exclusively license, abandon or permit to lapse, transfer or otherwise dispose of any Intellectual Property that is material to Naturo or its subsidiaries, other than the expiration of Intellectual Property at the end of its statutory term;

(vii) adopt a plan of liquidation or resolution providing for the liquidation or dissolution, restructuring, recapitalization or reorganization of Naturo or any of its subsidiaries; or

(viii) other than as is necessary to comply with Laws or any contract or Employee Plan in effect as of the date hereof:

(A) grant to, or agree or promise to grant to, any current or former officer, director, manager, employee, independent contractor or consultant of Naturo or any of its subsidiaries an increase in salary or other form of compensation or benefits or grant any new form of compensation or benefits, except for wage and/or salary increases to non-directors, non-executives, and non-officers made in the ordinary course;

(B) make any loan to any officer, employee, consultant or director of Naturo or any of its subsidiaries;

(C) take any action with respect to the grant of, acceleration of, or increase of, any severance, change of control, transaction, retention, bonus or termination pay to, or enter into, establish, amend or terminate any employment agreement, service agreement, deferred compensation or other similar agreement with, or hire, or terminate employment or service (except for just cause or poor performance, and the backfill of those positions in the ordinary course) of, any current or former officer, director, employee, manager, independent contractor, or consultant of Naturo or any of its subsidiaries;

(D) establish, adopt, amend, modify or terminate any Employee Plan or create or enter into any plan, agreement, practice, program, policy, trust, fund or other arrangement that would be an Employee Plan if it were in existence as of the date of this Agreement, except for non-material amendments in the ordinary course of business that do not materially increase costs;

(E) accelerate any right to any compensation or benefits under any Employee Plan; or

(F) increase bonus levels or other benefits payable to any director, executive officer, consultant or employee of Naturo or any of its subsidiaries.

(e) Satisfaction of Conditions. Naturo shall use all commercially reasonable efforts to satisfy, or cause to be satisfied, all of the conditions precedent to its obligations to the extent the same is within its control and to take, or cause to be taken, all other actions and to do, or cause to be done, all other things necessary, proper or advisable under all applicable Laws to complete the transactions contemplated by this Agreement, including using its commercially reasonable efforts to:

(i) prior to the Naturo Meeting, cause its officers, directors and any significant shareholders identified by BevCanna to execute customary voting support agreements,

in a form acceptable to BevCanna acting reasonably, agreeing that such directors, officers and significant shareholders will support the proposed Amalgamation and vote in favour of the proposed Amalgamation, unless and until this Agreement has been terminated in accordance with the provisions herein;

(ii) obtain the Naturo Shareholder Approval in accordance with the BCBCA and the requirements of any applicable regulatory authority;

(iii) promptly advise BevCanna of the number of Naturo Shares for which Naturo receives notices of dissent or written objections to the Amalgamation;

(iv) on or prior to the Disclosure Letter Delivery Date, deliver the Naturo Disclosure Letter to BevCanna, in such form and with such content as is acceptable to BevCanna, in its sole discretion;

(v) have a senior officer execute an Affidavit to be delivered in connection with the Amalgamation Application and take all actions required in relation to the swearing of such Affidavit;

(vi) obtain all other consents, approvals and authorizations as are required to be obtained by Naturo under any applicable Laws or from any Governmental Entity, Security Authority or other third parties, including any third party consents and the filing of any notices, that would, if not obtained, materially impede the completion of the transactions contemplated by this Agreement or have a Material Adverse Effect on Naturo;

(vii) effect all necessary registrations, filings and submissions of information requested by Governmental Entities or Securities Authorities required to be effected by it in connection with the transactions contemplated by this Agreement and participate, and appear in any proceedings of, any Party hereto before any Governmental Entity;

(viii) cause certain employees, consultants and managers of Naturo as identified by BevCanna, in its sole and absolute discretion, to enter into employment agreements with BevCanna or Naturo, in a form satisfactory to BevCanna, acting reasonably;

(ix) oppose, lift or rescind any injunction or restraining order or other order or action challenging or affecting this Agreement or the transactions contemplated hereby, or seeking to enjoin or delay, or otherwise adversely affecting the ability of the Parties to consummate, the transactions contemplated hereby, subject to the Naturo Board determining in good faith after receiving advice from outside legal counsel (which may include written opinions or advice) that taking such action would be inconsistent with the fiduciary duties of such directors under applicable Laws, and provided that, immediately upon receipt of such advice, Naturo advises BevCanna in writing that it has received such advice and provides written details thereof to BevCanna;

(x) fulfill all conditions and satisfy all provisions of this Agreement required to be fulfilled or satisfied by Naturo; and

(xi) co-operate with BevCanna in connection with the performance by BevCanna of its obligations hereunder, provided however that the foregoing shall not be construed to

obligate Naturo to pay or cause to be paid any monies to cause such performance to occur, other than as contemplated in this Agreement.

(f) Keep Fully Informed. Subject to applicable Laws, Naturo shall use commercially reasonable efforts to conduct itself so as to keep BevCanna fully informed as to the material decisions or actions required to be made with respect to the operation of its business.

(g) Co-operation. Naturo shall make, or cooperate as necessary in the making of, all necessary filings and applications under all applicable Laws required in connection with the transactions contemplated hereby and take all reasonable action necessary to be in compliance with such Laws.

(h) Representations. Naturo shall use its commercially reasonable efforts to conduct its affairs so that all of the representations and warranties of Naturo contained herein shall be true and correct on and as of the Effective Date as if made on and as of such date.

(i) Closing Documents. Naturo shall execute and deliver, or cause to be executed and delivered, at Closing such customary agreements, certificates, opinions, resolutions and other closing documents as may be required by BevCanna, all in form satisfactory to BevCanna, acting reasonably.

5.3 Mutual Covenants of Naturo and BevCanna

(a) Each of Naturo and the BevCanna Parties hereby agrees from the date hereof until the earlier of the Effective Time or the termination of this Agreement in accordance with Section 7.2:

(i) not to take any action that would prevent the Amalgamation from being consummated on the terms contemplated by this Agreement;

(ii) except for in exchange for convertible securities outstanding as at the time of this Agreement, not to issue any debt, equity or other securities without the prior written consent of the other Parties, which consent shall not be unreasonably withheld; and

(iii) to cooperate fully with each other and to use their reasonable efforts to complete the Amalgamation.

5.4 Access to Information

From the date hereof until the earlier of the Effective Time and the termination of this Agreement, and subject to the entering into of a customary non-disclosure agreement, the Parties will, and will cause their subsidiaries and their respective officers, directors, employees, independent auditors, accounting advisers and agents to, afford to the other Party and its Representatives (upon reasonable advance notice and, at the option of the Party granting access, with a representative of that Party present), such reasonable access during regular business hours as the Party seeking access may reasonably require at all reasonable times, without material disruption to the conduct of business of the Party granting access, to its and its subsidiaries' officers, employees, agents, properties, books, records and contracts, and will make available to the Party requesting access all data and information as the Party seeking access may reasonably request.

ARTICLE 6
CONDITIONS

6.1 Mutual Conditions in Favour of Naturo and BevCanna

The respective obligations of BevCanna and Naturo to complete the transactions contemplated herein are subject to the fulfillment of the following conditions at or before the Effective Time or such other time as is specified below:

(a) the BevCanna Shareholder Approval (if required) and the Naturo Shareholder Approval shall have been obtained in accordance with the provisions of the BCBCA and the requirements of any applicable regulatory authority;

(b) each of the BevCanna Board and the Naturo Board shall have adopted all necessary resolutions, and all other necessary corporate action shall have been taken by BevCanna, Newco and Naturo, to permit the consummation of the Amalgamation and all other matters contemplated in this Agreement;

(c) the CSE shall have conditionally approved the Amalgamation ("**CSE Conditional Approval**") including the listing on the CSE of the BevCanna Shares to be issued pursuant to the Amalgamation, under the CSE rules and policies and such other matters as may require CSE approval in order to give effect to the transactions contemplated hereby;

(d) the number of Naturo Shares that are the subject of a notice of Naturo Dissent Rights that has not been withdrawn shall not exceed 10% of the total number of Naturo Shares issued and outstanding prior to the Effective Time;

(e) there shall be no material legal proceedings or threatened material legal proceedings involving Naturo, BevCanna and/or the Amalgamation;

(f) the distribution of the BevCanna Shares pursuant to the Amalgamation shall be exempt from prospectus and registration requirements under Applicable Securities Laws of Canada and, except with respect to persons deemed to be "control persons" of BevCanna under such Applicable Securities Laws, such BevCanna Shares shall not be subject to any resale restrictions in Canada under such Applicable Securities Laws; and

(g) the distribution of the BevCanna Shares pursuant to the Amalgamation shall be exempt from the registration requirements of the 1933 Act pursuant to Section 3(a)(10) thereof and shall not be subject to resale restrictions in the United States under the 1933 Act (other than as may be prescribed by Rule 144 and Rule 145, as applicable, under the 1933 Act).

(h) there shall not be in force any order or decree restraining or enjoining the consummation of the transactions contemplated by this Agreement and the Amalgamation.

The foregoing conditions are for the mutual benefit of the Parties and may be waived by mutual consent of Naturo and BevCanna in writing at any time. No such waiver shall be of any effect unless it is in writing signed by both Parties.

6.2 BevCanna Conditions

The obligation of BevCanna to complete the transactions contemplated herein is subject to the fulfillment of the following additional conditions at or before the Effective Time or such other time as is specified below:

(a) the Naturo Disclosure Letter shall have been delivered on or before the Disclosure Letter Delivery Date and the Naturo Disclosure Letter shall be in such form and with such content as is acceptable to BevCanna, in its sole discretion;

(b) BevCanna shall be satisfied in its sole discretion with the results of its due diligence examination of Naturo (including the terms of any action or transaction permitted to be completed by Naturo under Article 5) and, in particular, shall be satisfied that Naturo and BevCanna would, post-Amalgamation, meet the initial listing requirements of the CSE;

(c) the representations and warranties made by Naturo in this Agreement shall be true in all material respects at the Effective Time with the same effect as though such representations and warranties had been made at and as of such time, other than in respect of representations and warranties qualified by materiality which representations and warranties shall be true and correct;

(d) from the date of this Agreement to the Effective Date, there shall not have occurred a Material Adverse Change in respect of Naturo;

(e) Naturo shall have complied in all material respects with its covenants herein;

(f) the issuance of BevCanna Shares to U.S. Persons (as defined in Regulation S) or persons in the United States pursuant to the Amalgamation shall be exempt from registration requirements under the 1933 Act under Section 4(a)(2) of or Rule 903 of Regulation S under the 1933 Act, and Naturo shall have obtained and delivered to BevCanna, on or before the Closing Date, a fully completed and executed Certificate of U.S. Shareholder in a form reasonably satisfactory to BevCanna from each Naturo Shareholder that is a U.S. Person entitled to receive BevCanna Shares pursuant to the Amalgamation in order to, among other things, evidence the availability of such exemptions;

(g) the Naturo Shareholders, the directors and officers of BevCanna and such other persons as may be required by the policies of the CSE or Applicable Securities Laws to enter into an escrow agreement with respect to the securities of BevCanna that are issued to them pursuant to the Amalgamation shall have entered into the requisite escrow agreement;

(h) except with respect to those matters described in the Naturo Disclosure Letter,

(i) if the consummation of the Amalgamation will result in the acceleration of the time of payment, funding or vesting of entitlements otherwise available under any Employee Plan of Naturo, then the requirement to accelerate any such obligations shall have been cancelled prior to the Closing, or

(ii) if the consummation of the Amalgamation will result in the acceleration of the time of payment of any outstanding debt or Naturo, then the requirement to accelerate any such obligations shall have been cancelled prior to the Closing; or

(iii) if at the time of the consummation of the Amalgamation, any outstanding debt of Naturo is in default, then such default will be waived prior to the Closing in a manner acceptable to BevCanna, acting reasonably.

(i) BevCanna shall be satisfied that following the closing of the Amalgamation there will be no outstanding rights to acquire Naturo Shares and BevCanna and its affiliates or any amalgamated issuer will own, or be amalgamated with, 100% of the Naturo Shares, free and clear of all claims, liens and encumbrances;

(j) certain employees, consultants and managers of Naturo as identified by BevCanna, in its sole and absolute discretion, shall have entered into employment agreements with BevCanna or Naturo, in a form satisfactory to BevCanna, acting reasonably; and

(k) the Naturo Board shall have adopted all necessary resolutions and all other necessary corporate action shall have been taken by Naturo and BevCanna to permit the consummation of the Amalgamation and the transactions to be completed by Naturo pursuant to the terms of this Agreement; and

(l) Naturo shall have furnished BevCanna with:

(i) certified copies of the resolutions duly passed by the board of directors of Naturo approving this Agreement and the consummation of the transactions contemplated hereby;

(ii) certified copies of the Naturo Resolution approved by the Naturo Shareholders;

(iii) certified copies of Naturo's Constating Documents;

(iv) a certificate of good standing of Naturo dated within two (2) days of the Effective Date;

(v) duly executed copies of the U.S. Representation Letter, attached hereto as Schedule "A", including accredited investor certifications if applicable, for each Naturo Shareholder that is resident in the United States or otherwise a U.S. Person, or consents to the Amalgamation from within the United States;

(vi) a certificate of Naturo addressed to BevCanna and Newco and dated the Effective Date, signed on behalf of Naturo by a senior officer of Naturo, confirming that the conditions in Section 6.2(c), 6.2(d) and 6.2(e) have been satisfied;

(vii) a written confirmation from Evans & Evans, in form and substance acceptable to BevCanna, acting reasonably (i) confirming that the Evaluation Report remains accurate, and (ii) stating that the Evaluation Report may be relied on by BevCanna; and

(viii) such other closing documents as may be requested by BevCanna, acting reasonably.

The foregoing conditions are for the benefit of BevCanna and may be waived, in whole or in part, by BevCanna in writing at any time. No such waiver shall be of any effect unless it is in writing signed by BevCanna.

6.3 Naturo Conditions

The obligation of Naturo to complete the transactions contemplated herein is subject to the fulfillment of the following additional conditions at or before the Effective Time or such other time as is specified below:

(a) the BevCanna Disclosure Letter shall have been delivered on or before the Disclosure Letter Delivery Date and the BevCanna Disclosure Letter shall be in such form and with such content as is acceptable to Naturo, acting reasonably;

(b) Naturo shall be satisfied in its sole discretion with the results of its due diligence examination of BevCanna and, in particular, shall be satisfied that Naturo and BevCanna would, post-Amalgamation, meet the initial listing requirements of the CSE;

(c) Naturo shall be satisfied, acting reasonably, that BevCanna has sufficient cash assets immediately prior to the Effective Time in order to carry out the combined business of BevCanna and Amalco for at least 12 months following the Effective Time;

(d) the BevCanna Board shall have procured duly executed resignations and mutual releases, effective at the Effective Time, from each director and executive officer of BevCanna who will no longer be serving in such capacity or capacities following completion of the Amalgamation;

(e) the representations and warranties made by BevCanna in this Agreement shall be true in all material respects at the Effective Time with the same effect as though such representations and warranties had been made at and as of such time, other than in respect of representations and warranties qualified by materiality which representations and warranties shall be true and correct;

(f) from the date of this Agreement to the Effective Date, there shall not have occurred a Material Adverse Change in respect of BevCanna;

(g) BevCanna shall have complied in all material respects with its covenants herein;

(h) Newco shall not have engaged in any business enterprise or other activity or had any assets or liabilities;

(i) BevCanna shall have entered into voluntary escrow agreements, in such form and with such content as is acceptable to Naturo, in its sole discretion, with Naturo Shareholders holding at least 90% of the total number of Naturo Shares issued and outstanding immediately prior to Closing and an escrow agent acceptable to Naturo, in its sole discretion;

(j) BevCanna shall have obtained the approval of the British Columbia Securities Commission to amend that certain escrow agreement dated March 29, 2019 by and among BevCanna, Olympia Trust Company, and certain shareholders of BevCanna, including Naturo, with such amendments in such form and with such content as is acceptable to Naturo, in its sole discretion;

(k) the BevCanna Board shall have adopted all necessary resolutions and all other necessary corporate action shall have been taken by BevCanna to permit the consummation of the

Amalgamation and the transactions to be completed by BevCanna pursuant to the terms of this Agreement; and

(l) BevCanna shall have furnished Naturo with:

(i) certified copies of the resolutions duly passed by the boards of directors of BevCanna and Newco approving this Agreement and the consummation of the transactions contemplated hereby;

(ii) certified copies of the BevCanna Resolution approved by the Naturo Shareholders;

(iii) certified copies of the resolutions of BevCanna, as the sole shareholder of Newco, approving this Agreement and the consummation of the transactions contemplated hereby;

(iv) certified copies of BevCanna's and Newco's Constating Documents;

(v) certificates of good standing of BevCanna and Newco dated within two (2) days of the Effective Date;

(vi) a certificate of BevCanna addressed to Naturo and dated the Effective Date, signed on behalf of BevCanna by a senior officer of BevCanna, confirming that the conditions in Section 6.3(e), 6.3(f) and 6.3(g) have been satisfied; and

(vii) such other closing documents as may be requested by Naturo, acting reasonably.

The foregoing conditions are for the benefit of Naturo and may be waived, in whole or in part, by Naturo in writing at any time. No such waiver shall be of any effect unless it is in writing signed by Naturo.

ARTICLE 7
AMENDMENT AND TERMINATION

7.1 Amendment

This Agreement may, at any time and from time to time, before or after the receipt of the Naturo Shareholder Approval, be amended by mutual written agreement of the Parties without, subject to applicable Laws, further notice to or authorization on the part of the BevCanna Shareholders or the Naturo Shareholders, and any such amendment may, without limitation:

(a) change the time for the performance of any of the obligations or acts of any of the Parties;

(b) waive any inaccuracies in, or modify, any representation or warranty contained herein or in any document delivered pursuant hereto;

(c) waive compliance with, or modify, any of the covenants herein contained and waive or modify the performance of any of the obligations of any of the parties hereto; and

(d) waive compliance with, or modify, any condition herein contained,

provided, however, that, no such amendment shall change materially the provisions hereof regarding the consideration to be received by the holders of Naturo Shares without approval by such holders of Naturo Shares given in the same manner as required for the approval of the Amalgamation.

7.2 Termination

This Agreement may be terminated at any time prior to the Effective Time:

(a) by mutual written agreement by BevCanna, Naturo and Newco;

(b) by BevCanna, if any condition in Section 6.2 is not satisfied or waived in accordance with such section;

(c) by Naturo, if any condition in Section 6.3 is not satisfied or waived in accordance with such section;

(d) by BevCanna or by Naturo, if any of the conditions in Section 6.1 for the benefit of the terminating party is not satisfied or waived in accordance with such Section 6.1;

(e) by Naturo if there is a material breach of the covenants of BevCanna contained herein by BevCanna or any of its directors, officers, employees, agents, consultants or other Representatives, in each case on or before the Effective Date, which breach cannot be cured;

(f) by BevCanna if there is a material breach of the covenants of Naturo contained herein by Naturo or any of its directors, officers, employees, agents, consultants or other Representatives, in each case on or before the Effective Date, which breach cannot be cured; or

(g) by Naturo or by BevCanna if the Amalgamation shall not have been completed by the Completion Deadline.

provided that any termination by a Party in accordance with the paragraphs above shall be made by such Party delivering written notice thereof to the other Parties prior to the earlier of the Effective Date and the Completion Deadline and specifying therein in reasonable detail the matter or matters giving rise to such termination right.

ARTICLE 8

8.1 Closing Matters

The completion of the transactions contemplated by this Agreement shall take place at the offices of McMillan LLP on the Closing Date, or such other date, time and place as the parties may agree.

ARTICLE 9
GENERAL

9.1 Notices

Any notice, consent, waiver, direction or other communication required or permitted to be given under this Agreement by a Party shall be in writing and shall be delivered by hand to the Party or Parties to which the notice is to be given at the following address or sent by electronic means to the following numbers or to such other address or email address as shall be specified by such other Party or Parties by

like notice. Any notice, consent, waiver, direction or other communication aforesaid shall, if delivered, be deemed to have been given and received on the date on which it was delivered to the address provided herein (if a Business Day or, if not, then the next succeeding Business Day) and if sent by electronic means be deemed to have been given and received at the time of receipt (if a Business Day or, if not, then the next succeeding Business Day) unless actually received after 5:00 p.m. (local time) at the point of delivery in which case it shall be deemed to have been given and received on the next Business Day.

The address for service of each of the Parties shall be as follows:

(a) if to BevCanna or Newco:

BevCanna Enterprises Inc.
Suite 200 - 1672 West 2nd Avenue
Vancouver, BC V6J 1H4

Attention: John Campbell
Email: john@bevcanna.com

(b) if to Naturo:

Naturo Group Investments Inc.
1672 West 2nd Avenue
Vancouver, BC V6J 1H4

Attention: Marcello Leone
Email: marcello@naturogroup.com

9.2 Expenses

The Parties agree that each Party shall pay for its costs incurred in connection with this Agreement and the transactions contemplated hereby, including legal and accounting fees, printing costs, financial advisor fees and all disbursements by advisors, and that nothing in this Agreement shall be construed so as to prevent the payment of such expenses, whether or not the Amalgamation is completed. The provisions of this Section 9.2 shall survive the termination of this Agreement.

9.3 Time of the Essence

Time shall be of the essence in this Agreement.

9.4 Entire Agreement

This Agreement together with the agreements and other documents herein or therein referred to, amends, restates, and replaces the Original Agreement in its entirety and constitutes the sole and entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, between the Parties with respect to the subject matter hereof. There are no representations, warranties, covenants or conditions with respect to the subject matter hereof except as contained herein.

9.5 Further Assurances

Each Party shall, from time to time, and at all times hereafter, at the request of the other of them, but without further consideration, do, or cause to be done, all such other acts and execute and deliver, or cause to be executed and delivered, all such further agreements, transfers, assurances, instruments or documents as shall be reasonably required in order to fully perform and carry out the terms and intent hereof including, without limitation, the Amalgamation.

9.6 Governing Law

This Agreement shall be governed by, and be construed in accordance with, the laws of the Province of British Columbia and the laws of Canada applicable therein but the reference to such laws shall not, by conflict of laws rules or otherwise, require the application of the law of any jurisdiction other than the Province of British Columbia. The Parties irrevocably attorn to the exclusive jurisdiction of the courts of the Province of British Columbia.

9.7 Execution in Counterparts

This Agreement may be executed in one or more counterparts, each of which shall conclusively be deemed to be an original and all such counterparts collectively shall be conclusively deemed to be one and the same. Delivery of an executed counterpart of the signature page to this Agreement by facsimile, email or other functionally equivalent electronic means of transmission shall be effective as delivery of a manually executed counterpart of this Agreement, and any Party delivering an executed counterpart of the signature page to this Agreement by facsimile, email or other functionally equivalent electronic means of transmission to any other Party shall thereafter also promptly deliver a manually executed original counterpart of this Agreement to such other Party, but the failure to deliver such manually executed original counterpart shall not affect the validity, enforceability or binding effect of this Agreement.

9.8 Waiver

No waiver or release by any Party shall be effective unless in writing and executed by the Party granting such waiver or release and any waiver or release shall affect only the matter, and the occurrence thereof, specifically identified and shall not extend to any other matter or occurrence. Waivers may only be granted upon compliance with the provisions governing amendments set forth in Section 7.1.

9.9 No Personal Liability

No director, officer or employee of BevCanna shall have any personal liability to Naturo under this Agreement. No director, officer or employee of Naturo shall have any personal liability to BevCanna under this Agreement.

9.10 Enurement and Assignment

This Agreement shall enure to the benefit of the Parties and their respective successors and permitted assigns and shall be binding upon the Parties and their respective successors. This Agreement may not be assigned by any Party without the prior written consent of the other Parties.

[EXECUTION PAGE FOLLOWS]

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

BEVCANNA ENTERPRISES INC.

Per: *"John Campbell"*

John Campbell
Chief Financial Officer

NATURO GROUP INVESTMENTS INC.

Per: *"Marcello Leone"*

Marcello Leone
Chief Executive Officer

1283045 B.C. LTD.

Per: *"John Campbell"*

John Campbell
Authorized Signatory

SCHEDULE A

U.S. REPRESENTATION LETTER

TO: **BEVCANNA ENTERPRISES INC. ("BevCanna")**

RE: **AMENDED AND RESTATED AMALGAMATION AGREEMENT DATED JANUARY 31, 2021 (the "Agreement") AMONG BEVCANNA AND NATURO GROUP INVESTMENTS INC.**

Capitalized terms not specifically defined in this certification have the meaning ascribed to them in the Agreement to which this Schedule is attached. In the event of a conflict between the terms of this certification and such Amalgamation Agreement, the terms of this certification will prevail.

In addition to the covenants, representations and warranties contained in the Amalgamation Agreement to which this Schedule is attached, the undersigned (the "**U.S. TargetCo Securityholder**") covenants, represents and warrants to BevCanna that:

(a) It has such knowledge, skill and experience in financial, investment and business matters as to be capable of evaluating the merits and risks of an investment in the BevCanna Shares and it is able to bear the economic risk of loss of its entire investment. To the extent necessary, the U.S. TargetCo Securityholder has retained, at his or her own expense, and relied upon, appropriate professional advice regarding the investment, tax and legal merits and consequences of the Amalgamation Agreement and owning the BevCanna Shares.

(b) BevCanna has provided to it the opportunity to ask questions and receive answers concerning the terms and conditions of the Amalgamation and it has had access to such information concerning BevCanna as it has considered necessary or appropriate in connection with its investment decision to acquire the BevCanna Shares, and that any answers to questions and any request for information have been complied with to the U.S. TargetCo Securityholder's satisfaction.

(c) It is acquiring the BevCanna Shares for its own account, for investment purposes only and not with a view to any resale or distribution and, in particular, it has no intention to distribute either directly or indirectly the BevCanna Shares in the United States or to, or for the account or benefit of, a U.S. Person or a person in the United States; provided, however, that this paragraph will not restrict the U.S. TargetCo Securityholder from selling or otherwise disposing of the BevCanna Shares pursuant to registration thereof pursuant to the U.S. Securities Act and any applicable state securities laws or under an exemption from such registration requirements.

(d) The address of the U.S. TargetCo Securityholder set out in the signature block below is the true and correct principal address of the U.S. TargetCo Securityholder and can be relied on by BevCanna for the purposes of state blue-sky laws, and the U.S. TargetCo Securityholder has not been formed for the specific purpose of purchasing the BevCanna Shares.

(e) It understands (i) the BevCanna Shares have not been and will not be registered under the U.S. Securities Act or the securities laws of any state of the United States; and (ii) the offer and sale contemplated hereby is being made in reliance on an exemption from such registration requirements in reliance on Rule 506(b) of Regulation D of the U.S. Securities Act.

(f) The U.S. TargetCo Securityholder is

(i) an "accredited investor" as defined in Rule 501(a) of Regulation D of the U.S. Securities Act by virtue of meeting one of the following criteria set forth in Appendix "A" hereto (**please hand-write your initials on the appropriate lines on Appendix "A"**), which Appendix "A" forms an integral part hereof; or

(ii) is not an "accredited investor" as defined in Rule 501(a) of Regulation D of the U.S. Securities Act, has a pre-existing substantive relationship with BevCanna, and has completed Appendix "B" hereto, which forms an integral part hereof.

(g) The U.S. TargetCo Securityholder has not purchased the BevCanna Shares as a result of any form of "general solicitation" or "general advertising" (as those terms are used in Regulation D under the U.S. Securities Act), including advertisements, articles, press releases, notices or other communications published in any newspaper, magazine or similar media or on the Internet, or broadcast over radio or television, or the Internet or other form of telecommunications, including electronic display, or any seminar or meeting whose attendees have been invited by general solicitation or general advertising.

(h) It acknowledges that the BevCanna Shares will be "restricted securities", as such term is defined in Rule 144(a)(3) under the U.S. Securities Act, and may not be offered, sold, pledged, or otherwise transferred, directly or indirectly, without prior registration under the U.S. Securities Act and applicable state securities laws, and it agrees that if it decides to offer, sell, pledge or otherwise transfer, directly or indirectly, any of the BevCanna Shares, it will not offer, sell or otherwise transfer, directly or indirectly, the BevCanna Shares except:

(i) to BevCanna;
(ii) outside the United States in an "offshore transactions" meeting the requirements of Rule 904 of Regulation S under the U.S. Securities Act, if available, and in compliance with applicable local laws and regulations;
(iii) in compliance with the exemption from the registration requirements under the U.S. Securities Act provided by Rule 144 thereunder, if available, and in accordance with any applicable state securities or "blue sky" laws; or
(iv) in a transaction that does not require registration under the U.S. Securities Act or any applicable state securities laws governing the offer and sale of securities, and, in the case of each of (iii) and (iv) above, it has prior to such sale furnished to BevCanna an opinion of counsel in form and substance reasonably satisfactory to BevCanna stating that such transaction is exempt from registration under applicable securities laws and that the legend referred to in paragraph (k) below may be removed.

(i) It understands and agrees that the BevCanna Shares may not be acquired in the United States or by a U.S. Person or on behalf of, or for the account or benefit of, a U.S. Person or a person in the United States unless registered under the U.S. Securities Act and any applicable state securities laws or unless an exemption from such registration requirements is available.

(j) It acknowledges that it has not purchased the BevCanna Shares as a result of, and will not itself engage in, any "directed selling efforts" (as defined in Regulation S under the U.S. Securities Act) in the United States in respect of the BevCanna Shares which would include any activities undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for the resale of the BevCanna Shares.

(k) The certificates representing the BevCanna Shares issued hereunder, as well as all certificates issued in exchange for or in substitution of the foregoing, until such time as the same is no longer required under the applicable requirements of the U.S. Securities Act or applicable state securities laws and regulations, will bear, on the face of such certificate, the following legend:

> "THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "U.S. SECURITIES ACT") OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES. THE HOLDER HEREOF, BY PURCHASING SUCH SECURITIES, AGREES FOR THE BENEFIT OF BEVCANNA ENTERPRISES INC. (THE "COMPANY") THAT SUCH SECURITIES MAY BE OFFERED, SOLD OR OTHERWISE TRANSFERRED ONLY (A) TO THE COMPANY; (B) OUTSIDE THE UNITED STATES IN ACCORDANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT AND IN ACCORDANCE WITH ALL LOCAL LAWS AND REGULATIONS; (C) IN ACCORDANCE WITH THE EXEMPTION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT PROVIDED BY RULE 144 THEREUNDER, IF AVAILABLE, AND IN COMPLIANCE WITH ANY APPLICABLE STATE SECURITIES LAWS; OR (D) IN A TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE U.S. SECURITIES ACT AND ANY APPLICABLE STATE SECURITIES LAWS, AND, IN THE CASE OF CLAUSE (C) OR (D), THE SELLER FURNISHES TO THE COMPANY AN OPINION OF COUNSEL OF RECOGNIZED STANDING IN FORM AND SUBSTANCE SATISFACTORY TO THE COMPANY TO SUCH EFFECT. THE PRESENCE OF THIS LEGEND MAY IMPAIR THE ABILITY OF THE HOLDER HEREOF TO EFFECT "GOOD DELIVERY" OF THE SECURITIES REPRESENTED HEREBY ON A CANADIAN STOCK EXCHANGE."

provided, that if the BevCanna Shares were issued at a time when BevCanna qualifies as a "foreign private issuer" as defined in Rule 405 under the U.S. Securities Act, and are being sold outside the United States in compliance with the requirements of Rule 904 of Regulation S and in compliance with Canadian local laws and regulations, the legend set forth above may be removed by providing an executed declaration to the registrar and transfer agent of BevCanna, in substantially the form set forth as Appendix "C" attached hereto (or in such other forms as BevCanna may prescribe from time to time) and, if requested by BevCanna or the transfer agent, an opinion of counsel of recognized standing in form and substance reasonably satisfactory to BevCanna and the transfer agent to the effect that such sale is being made in compliance with Rule 904 of Regulation S; and provided, further, that, if any BevCanna Shares are being sold otherwise than in accordance with Regulation S and other than to BevCanna, the legend may be removed by delivery to the registrar and transfer agent and BevCanna of an opinion of counsel, of recognized standing reasonably satisfactory to BevCanna, that such legend is no longer required under applicable requirements of the U.S. Securities Act or state securities laws.

(l) The certificates representing the BevCanna Shares will also be imprinted with a restrictive legend substantially in the following form pursuant to Canadian securities laws:

> "UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE THE DATE THAT IS 4 MONTHS AND A DAY AFTER THE LATER OF (I) [*THE CLOSING DATE*] AND (II) THE DATE THE ISSUER BECAME A REPORTING ISSUER IN ANY PROVINCE OR

TERRITORY OF CANADA."

(m) It understands and agrees that there may be material tax consequences to the U.S. TargetCo Securityholder of an acquisition, holding or disposition of any of the BevCanna Shares. BevCanna gives no opinion and makes no representation with respect to the tax consequences to the U.S. TargetCo Securityholder under United States, state, local or foreign tax law of the undersigned's acquisition, holding or disposition of such BevCanna Shares. In particular, no determination has been made whether BevCanna will be a "passive foreign investment company" within the meaning of Section 1297 of the United States Internal Revenue Code of 1986, as amended.

(n) It consents to BevCanna making a notation on its records or giving instructions to any transfer agent of BevCanna in order to implement the restrictions on transfer set forth and described in this certification and the Amalgamation Agreement.

(o) It understands and agrees that the financial statements of BevCanna have been or will be prepared in accordance with International Financial Reporting Standards and therefore may be materially different from financial statements prepared under U.S. generally accepted accounting principles and therefore may not be comparable to financial statements of United States companies.

(p) It understands and acknowledges that BevCanna is incorporated outside the United States, consequently, it may be difficult to provide service of process on BevCanna and it may be difficult to enforce any judgment against BevCanna.

(q) It understands that BevCanna does not have any obligation to register the BevCanna Shares under the U.S. Securities Act or any applicable state securities or "blue-sky" laws or to take action so as to permit resales of the BevCanna Shares. Accordingly, the U.S. TargetCo Securityholder understands that absent registration, it may be required to hold the BevCanna Shares indefinitely. As a consequence, the U.S. TargetCo Securityholder understands it must bear the economic risks of the investment in the BevCanna Shares for an indefinite period of time.

The foregoing representations contained in this certificate are true and accurate as of the date of this certificate and will be true and accurate as of the Effective Time. If any such representations will not be true and accurate prior to the Effective Time, the undersigned will give immediate written notice of such fact to BevCanna prior to the Effective Time.

ONLY U.S. SECURITYHOLDERS NEED COMPLETE AND SIGN

Dated _____.

X _____
Signature of individual (if U.S. TargetCo Securityholder **is** an individual)

X _____
Authorized signatory (if U.S. TargetCo Securityholder is **not** an individual)

_____
Name of U.S. TargetCo Securityholder (**please print**)

_____
Address of U.S. TargetCo Securityholder (**please print**)

_____
Name of authorized signatory (if applicable) (**please print**)

_____
Official capacity of authorized signatory (if applicable) (**please print**)

Appendix "A" to

U.S. REPRESENTATION LETTER FOR U.S. TARGETCO SECURITYHOLDERS

TO BE COMPLETED BY U.S. TARGETCO SECURITYHOLDERS THAT *ARE* U.S. ACCREDITED INVESTORS

In addition to the covenants, representations and warranties contained in the Amalgamation Agreement and the Schedule "C" to which this Appendix is attached, the undersigned (the "**U.S. TargetCo Securityholder**") covenants, represents and warrants to BevCanna that the U.S. TargetCo Securityholder is an "accredited investor" as defined in Rule 501(a) of Regulation D of the U.S. Securities Act by virtue of meeting one of the following criteria (**please hand-write your initials on the appropriate lines**):

1. Initials _____ Any bank as defined in Section 3(a)(2) of the United States Securities Act of 1933, as amended (the "U.S. Securities Act"), or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the U.S. Securities Act whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the U.S. Securities Exchange Act of 1934; any insurance company as defined in Section 2(a)(13) of the U.S. Securities Act; any investment company registered under the U.S. Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the U.S. Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of US$5,000,000; any employee benefit plan within the meaning of the U.S. *Employee Retirement Income Security Act of 1974* if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of US$5,000,000, or, if a self-directed plan, with investment decisions made solely by persons that are "accredited investors" (as such term is defined in Rule 501 of Regulation D of the U.S. Securities Act);

2. Initials _____ Any private business development company as defined in Section 202(a)(22) of the U.S. *Investment Advisers Act of 1940*;

3. Initials _____ Any organization described in Section 501(c)(3) of the U.S. *Internal Revenue Code*, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of US$5,000,000;

4. Initials _____ Any trust with total assets in excess of US$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person (being defined as a person who has

such knowledge and experience in financial and business matters that he or she is capable of evaluating the merits and risks of the prospective investment);

5. Initials _____ A natural person whose individual net worth, or joint net worth with that person's spouse, at the time of purchase, exceeds US$1,000,000 (for the purposes of calculating net worth), (i) the person's primary residence will not be included as an asset; (ii) indebtedness that is secured by the person's primary residence, up to the estimated fair market value of the primary residence at the time of this certification, will not be included as a liability (except that if the amount of such indebtedness outstanding at the time of this certification exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess will be included as a liability); and (iii) indebtedness that is secured by the person's primary residence in excess of the estimated fair market value of the primary residence will be included as a liability;

6. Initials _____ A natural person who had annual gross income during each of the last two full calendar years in excess of US$200,000 (or together with his or her spouse in excess of US$300,000) and reasonably expects to have annual gross income in excess of US$200,000 (or together with his or her spouse in excess of US$300,000) during the current calendar year, and no reason to believe that his or her annual gross income will not remain in excess of US$200,000 (or that together with his or her spouse will not remain in excess of US$300,000) for the foreseeable future;

7. Initials _____ Any director or executive officer of BevCanna; or

8. Initials _____ Any entity in which all of the equity owners meet the requirements of at least one of the above categories – *if this category is selected, you must identify each equity owner and provide statements from each demonstrating how they qualify as an accredited investor.*

ONLY U.S. SECURITYHOLDERS WHO *ARE* ACCREDITED INVESTORS NEED TO COMPLETE AND SIGN

Dated _____.

X _____
Signature of individual (if U.S. TargetCo Securityholder **is** an individual)

X _____
Authorized signatory (if U.S. TargetCo Securityholder is **not** an individual)

_____
Name of U.S. TargetCo Securityholder (**please print**)

_____
Address of U.S. TargetCo Securityholder (**please print**)

_____
Name of authorized signatory (if applicable) (**please print**)

_____
Official capacity of authorized signatory (if applicable) (**please print**)

Appendix "B" to

U.S. REPRESENTATION LETTER FOR U.S. TARGETCO SECURITYHOLDERS

TO BE COMPLETED BY U.S. TARGETCO SECURITYHOLDERS THAT ARE NOT U.S. ACCREDITED INVESTORS

In addition to the covenants, representations and warranties contained in the Amalgamation Agreement and the Representation Letter to which this Appendix is attached, the undersigned (the "**U.S. TargetCo Securityholder**") covenants, represents and warrants to BevCanna Enterprises Inc. (also referred to herein as the "**Company**") that the U.S. TargetCo Securityholder understands that the BevCanna Shares have not been and will not be registered under the U.S. Securities Act and that the offer and sale of the BevCanna Shares to the U.S. TargetCo Securityholder contemplated by the Agreement is intended to be a private offering pursuant to Rule 506(b) of Regulation D of the U.S. Securities Act and/or section 4(a)(2) thereunder.

Your answers will at all times be kept strictly confidential. However, by signing this suitability questionnaire (the "**Questionnaire**") the U.S. TargetCo Securityholder agrees that the Company may present this Questionnaire to such parties as may be appropriate if called upon to verify the information provided or to establish the availability of an exemption from registration of the private offering under the federal or state securities laws or if the contents are relevant to issue in any action, suit or proceeding to which the Company is a party or by which it is or may be bound. A false statement by the U.S. TargetCo Securityholder may constitute a violation of law, for which a claim for damages may be made against the U.S. TargetCo Securityholder. Otherwise, your answers to this Questionnaire will be kept strictly confidential. Please complete the following questionnaire:

1. Educational Background

(a) Briefly describe educational background, relevant institutions attended, dates, degrees:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

(b) Briefly describe business involvement or employment during the past 10 years or since graduation from school, whichever period is shorter. (Specific employers need not be named. A sufficient description is needed to assist the Company in determining the extent of vocationally related experience in financial and business matters).

_____

_____

_____

_____

_____

_____

2. Investment experience

(a) Please indicate the frequency of your investment in marketable securities:

( ) Often; ( ) Occasionally; ( ) Seldom; ( ) Never.

(b) Please indicate the frequency of your investment in commodities futures:

( ) Often; ( ) Occasionally; ( ) Seldom; ( ) Never.

(c) Please indicate the frequency of your investment in options:

( ) Often; ( ) Occasionally; ( ) Seldom; ( ) Never.

(d) Please indicate the frequency of your investment in securities purchased on margin:

( ) Often; ( ) Occasionally; ( ) Seldom; ( ) Never.

(e) Please indicate the frequency of your investment in unmarketable securities;

( ) Often; ( ) Occasionally; ( ) Seldom; ( ) Never.

(f) Have your purchased securities sold in reliance on the private offering exemptions from registration pursuant to the U.S. Securities Act or any state laws during the past three years?

Yes No

(g) If you answered "Yes," please provide the following information:

Year	Security	Nature of Issuer	Business Invested	Total Amount

(h) Do you believe you have sufficient knowledge and experience in financial and business affairs that you can evaluate the merits and risks of a purchase of the BevCanna Shares?

Yes No

(i) Do you believe you have sufficient knowledge of investments in general, and investments similar to a purchase of the BevCanna Shares in particular, to evaluate the risks associated with a purchase of the BevCanna Shares?

Yes No

You hereby acknowledge that the foregoing statements are true and accurate to the best of your information and belief and that you will promptly notify the Company of any changes in the foregoing answers.

ONLY U.S. SECURITYHOLDERS WHO *ARE NOT* ACCREDITED INVESTORS NEED TO COMPLETE AND SIGN

Dated _____.

X _____
Signature of individual (if U.S. TargetCo Securityholder **is** an individual)

X _____
Authorized signatory (if U.S. TargetCo Securityholder is **not** an individual)

_____
Name of U.S. TargetCo Securityholder (**please print**)

_____
Address of U.S. TargetCo Securityholder (**please print**)

_____
Name of authorized signatory (if applicable) (**please print**)

_____
Official capacity of authorized signatory (if applicable) (**please print**)

Appendix "C" to

U.S. REPRESENTATION LETTER FOR U.S. TARGETCO SECURITYHOLDERS

Form of Declaration for Removal of Legend

TO: Registrar and transfer agent for the shares of BevCanna Enterprises Inc. (the "**Company**")

The undersigned (A) acknowledges that the sale of the _____common shares in the capital of the Company represented by certificate number _____, to which this declaration relates, is being made in reliance on Rule 904 of Regulation S under the United States Securities Act of 1933, as amended (the "U.S. Securities Act"), and (B) certifies that (1) the undersigned is not an "affiliate" (as defined in Rule 405 under the U.S. Securities Act) of the Company (except solely by virtue of being an officer or director of the Company) or a "distributor", as defined in Regulation S, or an affiliate of a "distributor"; (2) the offer of such securities was not made to a person in the United States and either (a) at the time the buy order was originated, the buyer was outside the United States, or the seller and any person acting on its behalf reasonably believe that the buyer was outside the United States, or (b) the transaction was executed on or through the facilities of the TSX Venture Exchange, the Canadian Securities Exchange or a designated offshore securities market within the meaning of Rule 902(b) of Regulation S under the U.S. Securities Act, and neither the seller nor any person acting on its behalf knows that the transaction has been prearranged with a buyer in the United States; (3) neither the seller nor any affiliate of the seller nor any person acting on their behalf has engaged in any directed selling efforts in connection with the offer and sale of such securities; (4) the sale is bona fide and not for the purpose of "washing off" the resale restrictions imposed because the securities are "restricted securities" (as such term is defined in Rule 144(a)(3) under the U.S. Securities Act); (5) the seller does not intend to replace the securities sold in reliance on Rule 904 of Regulation S under the U.S. Securities Act with fungible unrestricted securities; and (6) the contemplated sale is not a transaction, or part of a series of transactions which, although in technical compliance with Regulation S, is part of a plan or a scheme to evade the registration provisions of the U.S. Securities Act. Unless otherwise specified, terms used herein have the meanings given to them by Regulation S under the U.S. Securities Act.

Dated: _____

X _____
Signature of individual (if Seller **is** an individual)

X _____
Authorized signatory (if Seller is **not** an individual)

_____
Name of Seller (**please print**)

_____
Name of authorized signatory (if applicable) (**please print**)

_____
Official capacity of authorized signatory (if applicable) (**please print**)

Affirmation by Seller's Broker-Dealer
(Required for sales pursuant to Section (B)(2)(b) above)

We have read the representations of our customer _____ (the "**Seller**") contained in the foregoing Declaration for Removal of Legend, dated _____, 20__, with regard to the sale, for such Seller's account, of _____ common shares (the "**Securities**") of the Company represented by certificate number _____. We have executed sales of the Securities pursuant to Rule 904 of Regulation S under the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**"), on behalf of the Seller. In that connection, we hereby represent to you as follows:

(1) no offer to sell Securities was made to a person in the United States;

(2) the sale of the Securities was executed in, on or through the facilities of the Toronto Stock Exchange, the TSX Venture Exchange or [redacted]and, to the best of our knowledge, the sale was not pre-arranged with a buyer in the United States;

(3) no "directed selling efforts" were made in the United States by the undersigned, any affiliate of the undersigned, or any person acting on behalf of the undersigned; and

(4) we have done no more than execute the order or orders to sell the Securities as agent for the Seller and will receive no more than the usual and customary broker's commission that would be received by a person executing such transaction as agent.

For purposes of these representations: "**affiliate**" means a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the undersigned; "**directed selling efforts**" means any activity undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for the Securities (including, but not be limited to, the solicitation of offers to purchase the Securities from persons in the United States); and "**United States**" means the United States of America, its territories or possessions, any State of the United States, and the District of Columbia.

Legal counsel to the Company shall be entitled to rely upon the representations, warranties and covenants contained herein to the same extent as if this affirmation had been addressed to them.

_____
Name of Firm

By: _____
Authorized Signatory

SCHEDULE B

Articles of Amalco

[see attached]

Number:

BUSINESS CORPORATIONS ACT

ARTICLES

of

TABLE OF CONTENTS

Number:

BUSINESS CORPORATIONS ACT

ARTICLES

of

_____

(the "Company")

PART 1

INTERPRETATION

Definitions

1.1 In these Articles, unless the context otherwise requires:

(a) "**Act**" means the *Business Corporations Act* (British Columbia) from time to time in force and all amendments thereto and includes all regulations and amendments thereto made pursuant to that Act;

(b) "**board of directors**", "**directors**" and "**board**" mean the directors or sole director of the Company for the time being;

(c) "**Interpretation Act**" means the *Interpretation Act* (British Columbia) from time to time in force and all amendments thereto and includes all regulations and amendments thereto made pursuant to that Act;

(d) "**legal personal representative**" means the personal or other legal representative of the shareholder;

(e) "**registered address**" of a shareholder means the shareholder's address as recorded in the central securities register;

(f) "**seal**" means the seal of the Company, if any;

(g) "**share**" means a share in the share structure of the Company; and

(h) "**special majority**" means the majority of votes described in §11.2 which is required to pass a special resolution.

Act and Interpretation Act Definitions Applicable

1.2 The definitions in the Act and the definitions and rules of construction in the Interpretation Act, with the necessary changes, so far as applicable, and except as the context requires otherwise, apply to these Articles as if they were an enactment. If there is a conflict between a definition in the Act and a definition or rule in the Interpretation Act relating to a term used in these

Articles, the definition in the Act will prevail. If there is a conflict or inconsistency between these Articles and the Act, the Act will prevail.

PART 2

SHARES AND SHARE CERTIFICATES

Authorized Share Structure

2.1 The authorized share structure of the Company consists of shares of the class or classes and series, if any, described in the Notice of Articles of the Company.

Form of Share Certificate

2.2 Each share certificate issued by the Company must comply with, and be signed as required by, the Act.

Shareholder Entitled to Certificate or Acknowledgment or Written Notice

2.3 Unless the shares of which the shareholder is the registered owner are uncertificated shares, each shareholder is entitled, without charge, to (a) one share certificate representing the shares of each class or series of shares registered in the shareholder's name or (b) a non-transferable written acknowledgment of the shareholder's right to obtain such a share certificate, provided that in respect of a share held jointly by several persons, the Company is not bound to issue more than one share certificate and delivery of a share certificate for a share to one of several joint shareholders or to one of the shareholders' duly authorized agents will be sufficient delivery to all. If a shareholder is the registered owner of uncertificated shares, the Company must send to a holder of an uncertificated share a written notice containing the information required by the Act within a reasonable time after the issue or transfer of such share.

Delivery by Mail

2.4 Any share certificate or non-transferable written acknowledgment of a shareholder's right to obtain a share certificate may be sent to the shareholder by mail at the shareholder's registered address and neither the Company nor any director, officer or agent of the Company is liable for any loss to the shareholder because the share certificate or acknowledgement is lost in the mail or stolen.

Replacement of Worn Out or Defaced Certificate or Acknowledgement

2.5 If a share certificate or a non-transferable written acknowledgment of the shareholder's right to obtain a share certificate is worn out or defaced, the Company must, on production of the share certificate or acknowledgment, as the case may be, and on such other terms, if any, as are deemed fit:

(a) cancel the share certificate or acknowledgment; and

(b) issue a replacement share certificate or acknowledgment.

Replacement of Lost, Stolen or Destroyed Certificate or Acknowledgment

2.6 If a share certificate or a non-transferable written acknowledgment of a shareholder's right to obtain a share certificate is lost, stolen or destroyed, the Company must issue a replacement share certificate or acknowledgment, as the case may be, to the person entitled to that share certificate or acknowledgment, if it receives:

(a) proof satisfactory to it of the loss, theft or destruction; and

(b) any indemnity the directors consider adequate.

Splitting Share Certificates

2.7 If a shareholder surrenders a share certificate to the Company with a written request that the Company issue in the shareholder's name two or more share certificates, each representing a specified number of shares and in the aggregate representing the same number of shares as the share certificate so surrendered, the Company must cancel the surrendered share certificate and issue replacement share certificates in accordance with that request.

Certificate Fee

2.8 There must be paid to the Company, in relation to the issue of any share certificate under §2.5, §2.6 or §2.7, the amount, if any, not exceeding the amount prescribed under the Act, determined by the directors.

Recognition of Trusts

2.9 Except as required by law or statute or these Articles, no person will be recognized by the Company as holding any share upon any trust, and the Company is not bound by or compelled in any way to recognize (even when having notice thereof) any equitable, contingent, future or partial interest in any share or fraction of a share or (except as required by law or statute or these Articles or as ordered by a court of competent jurisdiction) any other rights in respect of any share except an absolute right to the entirety thereof in the shareholder.

PART 3

ISSUE OF SHARES

Directors Authorized

3.1 Subject to the Act and the rights, if any, of the holders of issued shares of the Company, the Company may allot, issue, sell or otherwise dispose of the unissued shares, and issued shares held by the Company, at the times, to the persons, including directors, in the manner, on the terms and conditions and for the consideration (including any premium at which shares with par value may be issued) that the directors may determine. The issue price for a share with par value must be equal to or greater than the par value of the share.

Commissions and Discounts

3.2 The Company may at any time pay a reasonable commission or allow a reasonable discount to any person in consideration of that person's purchase or agreement to purchase shares of the Company from the Company or any other person's procurement or agreement to procure purchasers for shares of the Company.

Brokerage

3.3 The Company may pay such brokerage fee or other consideration as may be lawful for or in connection with the sale or placement of its securities.

Conditions of Issue

3.4 Except as provided for by the Act, no share may be issued until it is fully paid. A share is fully paid when:

(a) consideration is provided to the Company for the issue of the share by one or more of the following:

(i) past services performed for the Company;

(ii) property;

(iii) money; and

(b) the value of the consideration received by the Company equals or exceeds the issue price set for the share under §3.1.

Share Purchase Warrants and Rights

3.5 Subject to the Act, the Company may issue share purchase warrants, options and rights upon such terms and conditions as the directors determine, which share purchase warrants, options and rights may be issued alone or in conjunction with debentures, debenture stock, bonds, shares or any other securities issued or created by the Company from time to time.

PART 4

SHARE REGISTERS

Central Securities Register

4.1 As required by and subject to the Act, the Company must maintain in British Columbia a central securities register and may appoint an agent to maintain such register. The directors may appoint one or more agents, including the agent appointed to keep the central securities register, as transfer agent for shares or any class or series of shares and the same or another agent as registrar for shares or such class or series of shares, as the case may be. The directors may terminate such appointment of any agent at any time and may appoint another agent in its place.

PART 5

SHARE TRANSFERS

Registering Transfers

5.1 A transfer of a share must not be registered unless the Company or the transfer agent or registrar for the class or series of shares to be transferred has received:

(a) except as exempted by the Act, a duly signed proper instrument of transfer in respect of the share;

(b) if a share certificate has been issued by the Company in respect of the share to be transferred, that share certificate;

(c) if a non-transferable written acknowledgment of the shareholder's right to obtain a share certificate has been issued by the Company in respect of the share to be transferred, that acknowledgment; and

(d) such other evidence, if any, as the Company or the transfer agent or registrar for the class or series of share to be transferred may require to prove the title of the transferor or the transferor's right to transfer the share, the due signing of the instrument of transfer and the right of the transferee to have the transfer registered.

Form of Instrument of Transfer

5.2 The instrument of transfer in respect of any share of the Company must be either in the form, if any, on the back of the Company's share certificates of that class or series or in some other form that may be approved by the directors.

Transferor Remains Shareholder

5.3 Except to the extent that the Act otherwise provides, the transferor of a share is deemed to remain the holder of it until the name of the transferee is entered in a securities register of the Company in respect of the transfer.

Signing of Instrument of Transfer

5.4 If a shareholder, or the shareholder's duly authorized attorney, signs an instrument of transfer in respect of shares registered in the name of the shareholder, the signed instrument of transfer constitutes a complete and sufficient authority to the Company and its directors, officers and agents to register the number of shares specified in the instrument of transfer or specified in any other manner, or, if no number is specified, all the shares represented by the share certificates or set out in the written acknowledgments deposited with the instrument of transfer:

(a) in the name of the person named as transferee in that instrument of transfer; or

(b) if no person is named as transferee in that instrument of transfer, in the name of the person on whose behalf the instrument is deposited for the purpose of having the transfer registered.

Enquiry as to Title Not Required

5.5 Neither the Company nor any director, officer or agent of the Company is bound to inquire into the title of the person named in the instrument of transfer as transferee or, if no person is named as transferee in the instrument of transfer, of the person on whose behalf the instrument is deposited for the purpose of having the transfer registered or is liable for any claim related to registering the transfer by the shareholder or by any intermediate owner or holder of the shares transferred, of any interest in such shares, of any share certificate representing such shares or of any written acknowledgment of a right to obtain a share certificate for such shares.

Transfer Fee

5.6 There must be paid to the Company, in relation to the registration of a transfer, the amount, if any, determined by the directors.

PART 6

TRANSMISSION OF SHARES

Legal Personal Representative Recognized on Death

6.1 In case of the death of a shareholder, the legal personal representative of the shareholder, or in the case of shares registered in the shareholder's name and the name of another person in joint tenancy, the surviving joint holder, will be the only person recognized by the Company as having any title to the shareholder's interest in the shares. Before recognizing a person as a legal personal representative of a shareholder, the Company shall receive the documentation required by the Act.

Rights of Legal Personal Representative

6.2 The legal personal representative of a shareholder has the same rights, privileges and obligations that attach to the shares held by the shareholder, including the right to transfer the shares in accordance with these Articles, provided the documents required by the Act and the directors have been deposited with the Company. This §6.2 does not apply in the case of the death of a shareholder with respect to shares registered in the name of the shareholder and the name of another person in joint tenancy.

PART 7

PURCHASE, REDEEM OR OTHERWISE ACQUIRE SHARES

Company Authorized to Purchase, Redeem or Otherwise Acquire Shares

7.1 Subject to §7.2, the special rights or restrictions attached to the shares of any class or series and the Act, the Company may, if authorized by the directors, purchase, redeem or otherwise acquire any of its shares at the price and upon the terms determined by the directors.

Purchase When Insolvent

7.2 The Company must not make a payment or provide any other consideration to purchase, redeem or otherwise acquire any of its shares if there are reasonable grounds for believing that:

(a) the Company is insolvent; or

(b) making the payment or providing the consideration would render the Company insolvent.

Sale and Voting of Purchased, Redeemed or Otherwise Acquired Shares

7.3 If the Company retains a share redeemed, purchased or otherwise acquired by it, the Company may sell, gift or otherwise dispose of the share, but, while such share is held by the Company, it:

(a) is not entitled to vote the share at a meeting of its shareholders;

(b) must not pay a dividend in respect of the share; and

(c) must not make any other distribution in respect of the share.

Company Entitled to Purchase, Redeem or Otherwise Acquire Share Fractions

7.4 The Company may, without prior notice to the holders, purchase, redeem or otherwise acquire for fair value any and all outstanding share fractions of any class or kind of shares in its authorized share structure as may exist at any time and from time to time. Upon the Company delivering the purchase funds and confirmation of purchase or redemption of the share fractions to the holders' registered or last known address, or if the Company has a transfer agent then to such agent for the benefit of and forwarding to such holders, the Company shall thereupon amend its central securities register to reflect the purchase or redemption of such share fractions and if the Company has a transfer agent, shall direct the transfer agent to amend the central securities register accordingly. Any holder of a share fraction, who upon receipt of the funds and confirmation of purchase or redemption of same, disputes the fair value paid for the fraction, shall have the right to apply to the court to request that it set the price and terms of payment and make consequential orders and give directions the court considers appropriate, as if the Company were the "acquiring person" as contemplated by Division 6, Compulsory Acquisitions, Section 300 under the Act and the holder were an "offeree" subject to the provisions contained in such Division, *mutatis mutandis*.

PART 8

BORROWING POWERS

8.1 The Company, if authorized by the directors, may:

(a) borrow money in the manner and amount, on the security, from the sources and on the terms and conditions that they consider appropriate;

(b) issue bonds, debentures and other debt obligations either outright or as security for any liability or obligation of the Company or any other person and at such discounts or premiums and on such other terms as the directors consider appropriate;

(c) guarantee the repayment of money by any other person or the performance of any obligation of any other person; and

(d) mortgage, charge, whether by way of specific or floating charge, grant a security interest in, or give other security on, the whole or any part of the present and future assets and undertaking of the Company.

PART 9

ALTERATIONS

Alteration of Authorized Share Structure

9.1 Subject to §9.2 and the Act, the Company may by special resolution:

(a) create one or more classes or series of shares or, if none of the shares of a class or series of shares are allotted or issued, eliminate that class or series of shares;

(b) increase, reduce or eliminate the maximum number of shares that the Company is authorized to issue out of any class or series of shares or establish a maximum number of shares that the Company is authorized to issue out of any class or series of shares for which no maximum is established;

(c) subdivide or consolidate all or any of its unissued, or fully paid issued, shares;

(d) if the Company is authorized to issue shares of a class of shares with par value:

(i) decrease the par value of those shares; or

(ii) if none of the shares of that class of shares are allotted or issued, increase the par value of those shares;

(e) change all or any of its unissued, or fully paid issued, shares with par value into shares without par value or any of its unissued shares without par value into shares with par value;

(f) alter the identifying name of any of its shares; or

(g) otherwise alter its shares or authorized share structure when required or permitted to do so by the Act,

and, if applicable, alter its Notice of Articles and Articles accordingly.

Special Rights or Restrictions

9.2 Subject to the Act and in particular those provisions of the Act relating to the rights of holders of outstanding shares to vote if their rights are prejudiced or interfered with, the Company may by special resolution:

(a) create special rights or restrictions for, and attach those special rights or restrictions to, the shares of any class or series of shares, whether or not any or all of those shares have been issued; or

(b) vary or delete any special rights or restrictions attached to the shares of any class or series of shares, whether or not any or all of those shares have been issued,

and alter its Notice of Articles and Articles accordingly.

Change of Name

9.3 The Company may

(a) if the Company is a public company, by directors' resolution, authorize an alteration to its Notice of Articles, in order to change its name;

(b) if the Company is not a public company, by special resolution, authorize an alteration to its Notice of Articles, in order to change its name, and

(c) by ordinary or directors' resolution, authorize an alteration to its Notice of Articles, in order to adopt or change any translation of that name.

Other Alterations

9.4 If the Act does not specify the type of resolution and these Articles do not specify another type of resolution, the Company may by special resolution alter these Articles.

PART 10

MEETINGS OF SHAREHOLDERS

Annual General Meetings

10.1 Unless an annual general meeting is deferred or waived in accordance with the Act, the Company must hold its first annual general meeting within 18 months after the date on which it was incorporated or otherwise recognized, and after that must hold an annual general meeting at least once in each calendar year and not more than 15 months after the last annual reference date at such time and place as may be determined by the directors.

Resolution Instead of Annual General Meeting

10.2 If all the shareholders who are entitled to vote at an annual general meeting consent in writing by a unanimous resolution to all of the business that is required to be transacted at that annual general meeting, the annual general meeting is deemed to have been held on the date of the

unanimous resolution. The shareholders must, in any unanimous resolution passed under this §10.2, select as the Company's annual reference date a date that would be appropriate for the holding of the applicable annual general meeting.

Calling of Meetings of Shareholders

10.3 The directors may, at any time, call a meeting of shareholders.

Notice for Meetings of Shareholders

10.4 The Company must send notice of the date, time and location of any meeting of shareholders (including, without limitation, any notice specifying the intention to propose a resolution as an exceptional resolution, a special resolution or a special separate resolution, and any notice to consider approving an amalgamation into a foreign jurisdiction, an arrangement or the adoption of an amalgamation agreement, and any notice of a general meeting, class meeting or series meeting), in the manner provided in these Articles, or in such other manner, if any, as may be prescribed by ordinary resolution (whether previous notice of the resolution has been given or not), to each shareholder entitled to attend the meeting, to each director and to the auditor of the Company, unless these Articles otherwise provide, at least the following number of days before the meeting:

(a) if the Company is a public company, 21 days;

(b) otherwise, 10 days.

Record Date for Notice

10.5 The directors may set a date as the record date for the purpose of determining shareholders entitled to notice of any meeting of shareholders. The record date must not precede the date on which the meeting is to be held by more than two months or, in the case of a general meeting requisitioned by shareholders under the Act, by more than four months. The record date must not precede the date on which the meeting is held by fewer than:

(a) if the Company is a public company, 21 days;

(b) otherwise, 10 days.

If no record date is set, the record date is 5 p.m. on the day immediately preceding the first date on which the notice is sent or, if no notice is sent, the beginning of the meeting.

Record Date for Voting

10.6 The directors may set a date as the record date for the purpose of determining shareholders entitled to vote at any meeting of shareholders. The record date must not precede the date on which the meeting is to be held by more than two months or, in the case of a general meeting requisitioned by shareholders under the Act, by more than four months. If no record date is set, the record date is 5 p.m. on the day immediately preceding the first date on which the notice is sent or, if no notice is sent, the beginning of the meeting.

Failure to Give Notice and Waiver of Notice

10.7 The accidental omission to send notice of any meeting of shareholders to, or the non-receipt of any notice by, any of the persons entitled to notice does not invalidate any proceedings at that meeting. Any person entitled to notice of a meeting of shareholders may, in writing or otherwise, waive that entitlement or may agree to reduce the period of that notice. Attendance of a person at a meeting of shareholders is a waiver of entitlement to notice of the meeting unless that person attends the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called.

Notice of Special Business at Meetings of Shareholders

10.8 If a meeting of shareholders is to consider special business within the meaning of §11.1, the notice of meeting must:

(a) state the general nature of the special business; and

(b) if the special business includes considering, approving, ratifying, adopting or authorizing any document or the signing of or giving of effect to any document, have attached to it a copy of the document or state that a copy of the document will be available for inspection by shareholders:

(i) at the Company's records office, or at such other reasonably accessible location in British Columbia as is specified in the notice; and

(ii) during statutory business hours on any one or more specified days before the day set for the holding of the meeting.

Place of Meetings

10.9 In addition to any location in British Columbia, any general meeting may be held in any location outside British Columbia approved by a resolution of the directors.

PART 11

PROCEEDINGS AT MEETINGS OF SHAREHOLDERS

Special Business

11.1 At a meeting of shareholders, the following business is special business:

(a) at a meeting of shareholders that is not an annual general meeting, all business is special business except business relating to the conduct of or voting at the meeting;

(b) at an annual general meeting, all business is special business except for the following:

(i) business relating to the conduct of or voting at the meeting;

(ii) consideration of any financial statements of the Company presented to the meeting;

(iii) consideration of any reports of the directors or auditor;

(iv) the setting or changing of the number of directors;

(v) the election or appointment of directors;

(vi) the appointment of an auditor;

(vii) the setting of the remuneration of an auditor;

(viii) business arising out of a report of the directors not requiring the passing of a special resolution or an exceptional resolution;

(ix) any other business which, under these Articles or the Act, may be transacted at a meeting of shareholders without prior notice of the business being given to the shareholders.

Special Majority

11.2 The majority of votes required for the Company to pass a special resolution at a general meeting of shareholders is two-thirds of the votes cast on the resolution.

Quorum

11.3 Subject to the special rights or restrictions attached to the shares of any class or series of shares, and to §11.4, the quorum for the transaction of business at a meeting of shareholders is at least one person who is, or who represents by proxy, one or more shareholders who, in the aggregate, holds at least 5% of the issued shares entitled to be voted at the meeting.

One Shareholder May Constitute Quorum

11.4 If there is only one shareholder entitled to vote at a meeting of shareholders:

(a) the quorum is one person who is, or who represents by proxy, that shareholder, and

(b) that shareholder, present in person or by proxy, may constitute the meeting.

Persons Entitled to Attend Meeting

11.5 In addition to those persons who are entitled to vote at a meeting of shareholders, the only other persons entitled to be present at the meeting are the directors, the president (if any), the secretary (if any), the assistant secretary (if any), any lawyer for the Company, the auditor of the Company, any persons invited to be present at the meeting by the directors or by the chair of the meeting and any persons entitled or required under the Act or these Articles to be present at the meeting; but if any of those persons does attend the meeting, that person is not to be counted in the quorum and is not entitled to vote at the meeting unless that person is a shareholder or proxy holder entitled to vote at the meeting.

Requirement of Quorum

11.6 No business, other than the election of a chair of the meeting and the adjournment of the meeting, may be transacted at any meeting of shareholders unless a quorum of shareholders entitled to vote is present at the commencement of the meeting, but such quorum need not be present throughout the meeting.

Lack of Quorum

11.7 If, within one-half hour from the time set for the holding of a meeting of shareholders, a quorum is not present:

(a) in the case of a general meeting requisitioned by shareholders, the meeting is dissolved, and

(b) in the case of any other meeting of shareholders, the meeting stands adjourned to the same day in the next week at the same time and place.

Lack of Quorum at Succeeding Meeting

11.8 If, at the meeting to which the meeting referred to in §11.7(b) was adjourned, a quorum is not present within one-half hour from the time set for the holding of the meeting, the person or persons present and being, or representing by proxy one or more shareholders, entitled to attend and vote at the meeting shall be deemed to constitute a quorum.

Chair

11.9 The following individual is entitled to preside as chair at a meeting of shareholders:

(a) the chair of the board, if any; or

(b) if the chair of the board is absent or unwilling to act as chair of the meeting, the president, if any.

Selection of Alternate Chair

11.10 If, at any meeting of shareholders, there is no chair of the board or president present within 15 minutes after the time set for holding the meeting, or if the chair of the board and the president are unwilling to act as chair of the meeting, or if the chair of the board and the president have advised the secretary, if any, or any director present at the meeting, that they will not be present at the meeting, the directors present may choose either one of their number or the lawyer of the Company to be chair of the meeting. If all of the directors present decline to take the chair or fail to so choose or if no director is present or the lawyer of the Company declines to take the chair, the shareholders entitled to vote at the meeting who are present in person or by proxy may choose any person present at the meeting to chair the meeting.

Adjournments

11.11 The chair of a meeting of shareholders may, and if so directed by the meeting must, adjourn the meeting from time to time and from place to place, but no business may be transacted at

any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

Notice of Adjourned Meeting

11.12 It is not necessary to give any notice of an adjourned meeting of shareholders or of the business to be transacted at an adjourned meeting of shareholders except that, when a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as in the case of the original meeting.

Decisions by Show of Hands or Poll

11.13 Subject to the Act, every motion put to a vote at a meeting of shareholders will be decided on a show of hands unless a poll, before or on the declaration of the result of the vote by show of hands, is directed by the chair or demanded by any shareholder entitled to vote who is present in person or by proxy.

Declaration of Result

11.14 The chair of a meeting of shareholders must declare to the meeting the decision on every question in accordance with the result of the show of hands or the poll, as the case may be, and that decision must be entered in the minutes of the meeting. A declaration of the chair that a resolution is carried by the necessary majority or is defeated is, unless a poll is directed by the chair or demanded under §11.13, conclusive evidence without proof of the number or proportion of the votes recorded in favour of or against the resolution.

Motion Need Not be Seconded

11.15 No motion proposed at a meeting of shareholders need be seconded unless the chair of the meeting rules otherwise, and the chair of any meeting of shareholders is entitled to propose or second a motion.

Casting Vote

11.16 In case of an equality of votes, the chair of a meeting of shareholders does not, either on a show of hands or on a poll, have a second or casting vote in addition to the vote or votes to which the chair may be entitled as a shareholder.

Manner of Taking Poll

11.17 Subject to §11.18, if a poll is duly demanded at a meeting of shareholders:

(a) the poll must be taken:

(i) at the meeting, or within seven days after the date of the meeting, as the chair of the meeting directs; and

(ii) in the manner, at the time and at the place that the chair of the meeting directs;

(b) the result of the poll is deemed to be the decision of the meeting at which the poll is demanded; and

(c) the demand for the poll may be withdrawn by the person who demanded it.

Demand for Poll on Adjournment

11.18 A poll demanded at a meeting of shareholders on a question of adjournment must be taken immediately at the meeting.

Chair Must Resolve Dispute

11.19 In the case of any dispute as to the admission or rejection of a vote given on a poll, the chair of the meeting must determine the dispute, and the determination of the chair made in good faith is final and conclusive.

Casting of Votes

11.20 On a poll, a shareholder entitled to more than one vote need not cast all the votes in the same way.

No Demand for Poll on Election of Chair

11.21 No poll may be demanded in respect of the vote by which a chair of a meeting of shareholders is elected.

Demand for Poll Not to Prevent Continuance of Meeting

11.22 The demand for a poll at a meeting of shareholders does not, unless the chair of the meeting so rules, prevent the continuation of a meeting for the transaction of any business other than the question on which a poll has been demanded.

Retention of Ballots and Proxies

11.23 The Company must, for at least three months after a meeting of shareholders, keep each ballot cast on a poll and each proxy voted at the meeting, and, during that period, make them available for inspection during normal business hours by any shareholder or proxy holder entitled to vote at the meeting. At the end of such three month period, the Company may destroy such ballots and proxies.

PART 12

VOTES OF SHAREHOLDERS

Number of Votes by Shareholder or by Shares

12.1 Subject to any special rights or restrictions attached to any shares and to the restrictions imposed on joint shareholders under §12.3:

(a) on a vote by show of hands, every person present who is a shareholder or proxy holder and entitled to vote on the matter has one vote; and

(b) on a poll, every shareholder entitled to vote on the matter has one vote in respect of each share entitled to be voted on the matter and held by that shareholder and may exercise that vote either in person or by proxy.

Votes of Persons in Representative Capacity

12.2 A person who is not a shareholder may vote at a meeting of shareholders, whether on a show of hands or on a poll, and may appoint a proxy holder to act at the meeting, if, before doing so, the person satisfies the chair of the meeting, or the directors, that the person is a legal personal representative or a trustee in bankruptcy for a shareholder who is entitled to vote at the meeting.

Votes by Joint Holders

12.3 If there are joint shareholders registered in respect of any share:

(a) any one of the joint shareholders may vote at any meeting of shareholders, personally or by proxy, in respect of the share as if that joint shareholder were solely entitled to it; or

(b) if more than one of the joint shareholders is present at any meeting of shareholders, personally or by proxy, and more than one of them votes in respect of that share, then only the vote of the joint shareholder present whose name stands first on the central securities register in respect of the share will be counted.

Legal Personal Representatives as Joint Shareholders

12.4 Two or more legal personal representatives of a shareholder in whose sole name any share is registered are, for the purposes of §12.3, deemed to be joint shareholders registered in respect of that share.

Representative of a Corporate Shareholder

12.5 If a corporation, that is not a subsidiary of the Company, is a shareholder, that corporation may appoint a person to act as its representative at any meeting of shareholders of the Company, and:

(a) for that purpose, the instrument appointing a representative must be received:

(i) at the registered office of the Company or at any other place specified, in the notice calling the meeting, for the receipt of proxies, at least the number of business days specified in the notice for the receipt of proxies, or if no number of days is specified, two business days before the day set for the holding of the meeting or any adjourned meeting; or

(ii) at the meeting or any adjourned meeting, by the chair of the meeting or adjourned meeting or by a person designated by the chair of the meeting or adjourned meeting;

(b) if a representative is appointed under this §12.5:

(i) the representative is entitled to exercise in respect of and at that meeting the same rights on behalf of the corporation that the representative represents as that corporation could exercise if it were a shareholder who is an individual, including, without limitation, the right to appoint a proxy holder; and

(ii) the representative, if present at the meeting, is to be counted for the purpose of forming a quorum and is deemed to be a shareholder present in person at the meeting.

Evidence of the appointment of any such representative may be sent to the Company by written instrument, fax or any other method of transmitting legibly recorded messages.

Proxy Provisions Do Not Apply to All Companies

12.6 If and for so long as the Company is a public company or a pre-existing reporting company which has the Statutory Reporting Company Provisions as part of its Articles or to which the Statutory Reporting Company Provisions apply, then §12.7 to §12.15 are not mandatory, however the directors of the Company are authorized to apply all or part of such sections or to adopt alternative procedures for proxy form, deposit and revocation procedures to the extent that the directors deem necessary in order to comply with securities laws applicable to the Company.

Appointment of Proxy Holders

12.7 Every shareholder of the Company, including a corporation that is a shareholder but not a subsidiary of the Company, entitled to vote at a meeting of shareholders may, by proxy, appoint one or more (but not more than five) proxy holders to attend and act at the meeting in the manner, to the extent and with the powers conferred by the proxy.

Alternate Proxy Holders

12.8 A shareholder may appoint one or more alternate proxy holders to act in the place of an absent proxy holder.

Proxy Holder Need Not Be Shareholder

12.9 A person must not be appointed as a proxy holder unless the person is a shareholder, although a person who is not a shareholder may be appointed as a proxy holder if:

(a) the person appointing the proxy holder is a corporation or a representative of a corporation appointed under §12.5;

(b) the Company has at the time of the meeting for which the proxy holder is to be appointed only one shareholder entitled to vote at the meeting; or

(c) the shareholders present in person or by proxy at and entitled to vote at the meeting for which the proxy holder is to be appointed, by a resolution on which the proxy holder is not entitled to vote but in respect of which the proxy holder is to be counted in the quorum, permit the proxy holder to attend and vote at the meeting.

Deposit of Proxy

12.10 A proxy for a meeting of shareholders must:

(a) be received at the registered office of the Company or at any other place specified, in the notice calling the meeting, for the receipt of proxies, at least the number of business days specified in the notice, or if no number of days is specified, two business days before the day set for the holding of the meeting or any adjourned meeting; or

(b) unless the notice provides otherwise, be received, at the meeting or any adjourned meeting, by the chair of the meeting or adjourned meeting or by a person designated by the chair of the meeting or adjourned meeting.

A proxy may be sent to the Company by written instrument, fax or any other method of transmitting legibly recorded messages, including through Internet or telephone voting or by email, if permitted by the notice calling the meeting or the information circular for the meeting.

Validity of Proxy Vote

12.11 A vote given in accordance with the terms of a proxy is valid notwithstanding the death or incapacity of the shareholder giving the proxy and despite the revocation of the proxy or the revocation of the authority under which the proxy is given, unless notice in writing of that death, incapacity or revocation is received:

(a) at the registered office of the Company, at any time up to and including the last business day before the day set for the holding of the meeting or any adjourned meeting at which the proxy is to be used; or

(b) at the meeting or any adjourned meeting by the chair of the meeting or adjourned meeting, before any vote in respect of which the proxy has been given has been taken.

Form of Proxy

12.12 A proxy, whether for a specified meeting or otherwise, must be either in the following form or in any other form approved by the directors or the chair of the meeting:

[name of company]
(the "Company")

The undersigned, being a shareholder of the Company, hereby appoints [name] or, failing that person, [name], as proxy holder for the undersigned to attend, act and vote for and on behalf of the undersigned at the meeting of shareholders of the Company to be held on [month, day, year] and at any adjournment of that meeting.

Number of shares in respect of which this proxy is given (if no number is specified, then this proxy is given in respect of all shares registered in the name of the undersigned):

_____

Signed [month, day, year]

_____
[Signature of shareholder]

_____
[Name of shareholder—printed]

Revocation of Proxy

12.13 Subject to §12.14, every proxy may be revoked by an instrument in writing that is received:

(a) at the registered office of the Company at any time up to and including the last business day before the day set for the holding of the meeting or any adjourned meeting at which the proxy is to be used; or

(b) at the meeting or any adjourned meeting, by the chair of the meeting or adjourned meeting, before any vote in respect of which the proxy has been given has been taken.

Revocation of Proxy Must Be Signed

12.14 An instrument referred to in §12.13 must be signed as follows:

(a) if the shareholder for whom the proxy holder is appointed is an individual, the instrument must be signed by the shareholder or the shareholder's legal personal representative or trustee in bankruptcy;

(b) if the shareholder for whom the proxy holder is appointed is a corporation, the instrument must be signed by the corporation or by a representative appointed for the corporation under §12.5.

Production of Evidence of Authority to Vote

12.15 The chair of any meeting of shareholders may, but need not, inquire into the authority of any person to vote at the meeting and may, but need not, demand from that person production of evidence as to the existence of the authority to vote.

PART 13

DIRECTORS

First Directors; Number of Directors

13.1 The first directors are the persons designated as directors of the Company in the Notice of Articles that applies to the Company when it is recognized under the Act. The number of directors, excluding additional directors appointed under §14.8, is set at:

(a) subject to §(b) and §(c), the number of directors that is equal to the number of the Company's first directors;

(b) if the Company is a public company, the greater of three and the most recently set of:

(i) the number of directors set by ordinary resolution (whether or not previous notice of the resolution was given); and

(ii) the number of directors in office pursuant to §14.4;

(c) if the Company is not a public company, the most recently set of:

(i) the number of directors set by ordinary resolution (whether or not previous notice of the resolution was given); and

(ii) the number of directors in office pursuant to §14.4.

Change in Number of Directors

13.2 If the number of directors is set under §13.1(b)(i) or §13.1(c)(i):

(a) the shareholders may elect or appoint the directors needed to fill any vacancies in the board of directors up to that number; or

(b) if the shareholders do not elect or appoint the directors needed to fill any vacancies in the board of directors up to that number then the directors, subject to §14.8, may appoint directors to fill those vacancies.

Directors' Acts Valid Despite Vacancy

13.3 An act or proceeding of the directors is not invalid merely because fewer than the number of directors set or otherwise required under these Articles is in office.

Qualifications of Directors

13.4 A director is not required to hold a share in the share structure of the Company as qualification for his or her office but must be qualified as required by the Act to become, act or continue to act as a director.

Remuneration of Directors

13.5 The directors are entitled to the remuneration for acting as directors, if any, as the directors may from time to time determine. If the directors so decide, the remuneration of the directors, if any, will be determined by the shareholders.

Reimbursement of Expenses of Directors

13.6 The Company must reimburse each director for the reasonable expenses that he or she may incur in and about the business of the Company.

Special Remuneration for Directors

13.7 If any director performs any professional or other services for the Company that in the opinion of the directors are outside the ordinary duties of a director, he or she may be paid remuneration fixed by the directors, or at the option of the directors, fixed by ordinary resolution, and such remuneration will be in addition to any other remuneration that he or she may be entitled to receive.

Gratuity, Pension or Allowance on Retirement of Director

13.8 Unless otherwise determined by ordinary resolution, the directors on behalf of the Company may pay a gratuity or pension or allowance on retirement to any director who has held any salaried office or place of profit with the Company or to his or her spouse or dependants and may make contributions to any fund and pay premiums for the purchase or provision of any such gratuity, pension or allowance.

PART 14

ELECTION AND REMOVAL OF DIRECTORS

Election at Annual General Meeting

14.1 At every annual general meeting and in every unanimous resolution contemplated by §10.2:

(a) the shareholders entitled to vote at the annual general meeting for the election of directors must elect, or in the unanimous resolution appoint, a board of directors consisting of the number of directors for the time being set under these Articles; and

(b) all the directors cease to hold office immediately before the election or appointment of directors under §(a), but are eligible for re-election or re-appointment.

Consent to be a Director

14.2 No election, appointment or designation of an individual as a director is valid unless:

(a) that individual consents to be a director in the manner provided for in the Act;

(b) that individual is elected or appointed at a meeting at which the individual is present and the individual does not refuse, at the meeting, to be a director; or

(c) with respect to first directors, the designation is otherwise valid under the Act.

Failure to Elect or Appoint Directors

14.3 If:

(a) the Company fails to hold an annual general meeting, and all the shareholders who are entitled to vote at an annual general meeting fail to pass the unanimous resolution contemplated by §10.2, on or before the date by which the annual general meeting is required to be held under the Act; or

(b) the shareholders fail, at the annual general meeting or in the unanimous resolution contemplated by §10.2, to elect or appoint any directors;

then each director then in office continues to hold office until the earlier of:

(c) when his or her successor is elected or appointed; and

(d) when he or she otherwise ceases to hold office under the Act or these Articles.

Places of Retiring Directors Not Filled

14.4 If, at any meeting of shareholders at which there should be an election of directors, the places of any of the retiring directors are not filled by that election, those retiring directors who are not re-elected and who are asked by the newly elected directors to continue in office will, if willing to do so, continue in office to complete the number of directors for the time being set pursuant to these Articles but their term of office shall expire when new directors are elected at a meeting of shareholders convened for that purpose. If any such election or continuance of directors does not result in the election or continuance of the number of directors for the time being set pursuant to these Articles, the number of directors of the Company is deemed to be set at the number of directors actually elected or continued in office.

Directors May Fill Casual Vacancies

14.5 Any casual vacancy occurring in the board of directors may be filled by the directors.

Remaining Directors Power to Act

14.6 The directors may act notwithstanding any vacancy in the board of directors, but if the Company has fewer directors in office than the number set pursuant to these Articles as the quorum of directors, the directors may only act for the purpose of appointing directors up to that number or of calling a meeting of shareholders for the purpose of filling any vacancies on the board of directors or, subject to the Act, for any other purpose.

Shareholders May Fill Vacancies

14.7 If the Company has no directors or fewer directors in office than the number set pursuant to these Articles as the quorum of directors, the shareholders may elect or appoint directors to fill any vacancies on the board of directors.

Additional Directors

14.8 Notwithstanding §13.1 and §13.2, between annual general meetings or by unanimous resolutions contemplated by §10.2, the directors may appoint one or more additional directors, but the number of additional directors appointed under this §14.8 must not at any time exceed:

(a) one-third of the number of first directors, if, at the time of the appointments, one or more of the first directors have not yet completed their first term of office; or

(b) in any other case, one-third of the number of the current directors who were elected or appointed as directors other than under this §14.8.

Any director so appointed ceases to hold office immediately before the next election or appointment of directors under §14.1(a), but is eligible for re-election or re-appointment.

Ceasing to be a Director

14.9 A director ceases to be a director when:

(a) the term of office of the director expires;

(b) the director dies;

(c) the director resigns as a director by notice in writing provided to the Company or a lawyer for the Company; or

(d) the director is removed from office pursuant to §14.10 or §14.11.

Removal of Director by Shareholders

14.10 The Company may remove any director before the expiration of his or her term of office by special resolution. In that event, the shareholders may elect, or appoint by ordinary resolution, a director to fill the resulting vacancy. If the shareholders do not elect or appoint a director to fill the resulting vacancy contemporaneously with the removal, then the directors may appoint or the shareholders may elect, or appoint by ordinary resolution, a director to fill that vacancy.

Removal of Director by Directors

14.11 The directors may remove any director before the expiration of his or her term of office if the director is convicted of an indictable offence, or if the director ceases to be qualified to act as a director of a company and does not promptly resign, and the directors may appoint a director to fill the resulting vacancy.

PART 15

POWERS AND DUTIES OF DIRECTORS

Powers of Management

15.1 The directors must, subject to the Act and these Articles, manage or supervise the management of the business and affairs of the Company and have the authority to exercise all such powers of the Company as are not, by the Act or by these Articles, required to be exercised by the shareholders of the Company.

Appointment of Attorney of Company

15.2 The directors may from time to time, by power of attorney or other instrument, under seal if so required by law, appoint any person to be the attorney of the Company for such purposes, and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the directors under these Articles and excepting the power to fill vacancies in the board of directors, to remove a director, to change the membership of, or fill vacancies in, any committee of the directors, to appoint or remove officers appointed by the directors and to declare dividends) and for such period, and with such remuneration and subject to such conditions as the directors may think fit. Any such power of attorney may contain such provisions for the protection or convenience of persons dealing with such attorney as the directors think fit. Any such attorney may be authorized by the directors to sub-delegate all or any of the powers, authorities and discretions for the time being vested in him or her.

PART 16

INTERESTS OF DIRECTORS AND OFFICERS

Obligation to Account for Profits

16.1 A director or senior officer who holds a disclosable interest (as that term is used in the Act) in a contract or transaction into which the Company has entered or proposes to enter is liable to account to the Company for any profit that accrues to the director or senior officer under or as a result of the contract or transaction only if and to the extent provided in the Act.

Restrictions on Voting by Reason of Interest

16.2 A director who holds a disclosable interest in a contract or transaction into which the Company has entered or proposes to enter is not entitled to vote on any directors' resolution to approve that contract or transaction, unless all the directors have a disclosable interest in that contract or transaction, in which case any or all of those directors may vote on such resolution.

Interested Director Counted in Quorum

16.3 A director who holds a disclosable interest in a contract or transaction into which the Company has entered or proposes to enter and who is present at the meeting of directors at which the contract or transaction is considered for approval may be counted in the quorum at the meeting whether or not the director votes on any or all of the resolutions considered at the meeting.

Disclosure of Conflict of Interest or Property

16.4 A director or senior officer who holds any office or possesses any property, right or interest that could result, directly or indirectly, in the creation of a duty or interest that materially conflicts with that individual's duty or interest as a director or senior officer, must disclose the nature and extent of the conflict as required by the Act.

Director Holding Other Office in the Company

16.5 A director may hold any office or place of profit with the Company, other than the office of auditor of the Company, in addition to his or her office of director for the period and on the terms (as to remuneration or otherwise) that the directors may determine.

No Disqualification

16.6 No director or intended director is disqualified by his or her office from contracting with the Company either with regard to the holding of any office or place of profit the director holds with the Company or as vendor, purchaser or otherwise, and no contract or transaction entered into by or on behalf of the Company in which a director is in any way interested is liable to be voided for that reason.

Professional Services by Director or Officer

16.7 Subject to the Act, a director or officer, or any person in which a director or officer has an interest, may act in a professional capacity for the Company, except as auditor of the Company, and the director or officer or such person is entitled to remuneration for professional services as if that director or officer were not a director or officer.

Director or Officer in Other Corporations

16.8 A director or officer may be or become a director, officer or employee of, or otherwise interested in, any person in which the Company may be interested as a shareholder or otherwise, and, subject to the Act, the director or officer is not accountable to the Company for any remuneration or other benefits received by him or her as director, officer or employee of, or from his or her interest in, such other person.

PART 17

PROCEEDINGS OF DIRECTORS

Meetings of Directors

17.1 The directors may meet together for the conduct of business, adjourn and otherwise regulate their meetings as they think fit, and meetings of the directors held at regular intervals may be held at the place, at the time and on the notice, if any, as the directors may from time to time determine.

Voting at Meetings

17.2 Questions arising at any meeting of directors are to be decided by a majority of votes and, in the case of an equality of votes, the chair of the meeting does not have a second or casting vote.

Chair of Meetings

17.3 The following individual is entitled to preside as chair at a meeting of directors:

(a) the chair of the board, if any;

(b) in the absence of the chair of the board, the president, if any, if the president is a director; or

(c) any other director chosen by the directors if:

(i) neither the chair of the board nor the president, if a director, is present at the meeting within 15 minutes after the time set for holding the meeting;

(ii) neither the chair of the board nor the president, if a director, is willing to chair the meeting; or

(iii) the chair of the board and the president, if a director, have advised the secretary, if any, or any other director, that they will not be present at the meeting.

Meetings by Telephone or Other Communications Medium

17.4 A director may participate in a meeting of the directors or of any committee of the directors:

(a) in person; or

(b) by telephone or by other communications medium if all directors participating in the meeting, whether in person or by telephone or other communications medium, are able to communicate with each other.

A director who participates in a meeting in a manner contemplated by this §17.4 is deemed for all purposes of the Act and these Articles to be present at the meeting and to have agreed to participate in that manner.

Calling of Meetings

17.5 A director may, and the secretary or an assistant secretary of the Company, if any, on the request of a director must, call a meeting of the directors at any time.

Notice of Meetings

17.6 Other than for meetings held at regular intervals as determined by the directors pursuant to §17.1, reasonable notice of each meeting of the directors, specifying the place, day and time of that meeting must be given to each of the directors and the alternate directors by any method set out in §23.1 or orally or by telephone.

When Notice Not Required

17.7 It is not necessary to give notice of a meeting of the directors to a director or an alternate director if:

(a) the meeting is to be held immediately following a meeting of shareholders at which that director was elected or appointed, or is the meeting of the directors at which that director is appointed; or

(b) the director or alternate director has waived notice of the meeting.

Meeting Valid Despite Failure to Give Notice

17.8 The accidental omission to give notice of any meeting of directors to, or the non-receipt of any notice by, any director or alternate director, does not invalidate any proceedings at that meeting.

Waiver of Notice of Meetings

17.9 Any director or alternate director may send to the Company a document signed by him or her waiving notice of any past, present or future meeting or meetings of the directors and may at any time withdraw that waiver with respect to meetings held after that withdrawal. After sending a waiver with respect to all future meetings and until that waiver is withdrawn, no notice of any meeting of the directors need be given to that director and all meetings of the directors so held are deemed not to be improperly called or constituted by reason of notice not having been given to such director. Attendance of a director or alternate director at a meeting of the directors is a waiver of notice of the meeting unless that director or alternate director attends the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called.

Quorum

17.10 The quorum necessary for the transaction of the business of the directors may be set by the directors and, if not so set, is deemed to be a majority of the directors or, if the number of directors is set at one, is deemed to be set at one director, and that director may constitute a meeting.

Validity of Acts Where Appointment Defective

17.11 Subject to the Act, an act of a director or officer is not invalid merely because of an irregularity in the election or appointment or a defect in the qualification of that director or officer.

Consent Resolutions in Writing

17.12 A resolution of the directors or of any committee of the directors may be passed without a meeting:

(a) in all cases, if each of the directors entitled to vote on the resolution consents to it in writing; or

(b) in the case of a resolution to approve a contract or transaction in respect of which a director has disclosed that he or she has or may have a disclosable interest, if each of the other directors who have not made such a disclosure consents in writing to the resolution.

A consent in writing under this §17.12 may be by signed document, fax, email or any other method of transmitting legibly recorded messages. A consent in writing may be in two or more counterparts which together are deemed to constitute one consent in writing. A resolution of the directors or of any committee of the directors passed in accordance with this §17.12 is effective on the date stated in the

consent in writing or on the latest date stated on any counterpart and is deemed to be a proceeding at a meeting of directors or of the committee of the directors and to be as valid and effective as if it had been passed at a meeting of the directors or of the committee of the directors that satisfies all the requirements of the Act and all the requirements of these Articles relating to meetings of the directors or of a committee of the directors.

PART 18

EXECUTIVE AND OTHER COMMITTEES

Appointment and Powers of Executive Committee

18.1 The directors may, by resolution, appoint an executive committee consisting of the director or directors that they consider appropriate, and this committee has, during the intervals between meetings of the board of directors, all of the directors' powers, except:

(a) the power to fill vacancies in the board of directors;

(b) the power to remove a director;

(c) the power to change the membership of, or fill vacancies in, any committee of the directors; and

(d) such other powers, if any, as may be set out in the resolution or any subsequent directors' resolution.

Appointment and Powers of Other Committees

18.2 The directors may, by resolution:

(a) appoint one or more committees (other than the executive committee) consisting of the director or directors that they consider appropriate;

(b) delegate to a committee appointed under §(a) any of the directors' powers, except:

(i) the power to fill vacancies in the board of directors;

(ii) the power to remove a director;

(iii) the power to change the membership of, or fill vacancies in, any committee of the directors; and

(iv) the power to appoint or remove officers appointed by the directors; and

(c) make any delegation referred to in §(b) subject to the conditions set out in the resolution or any subsequent directors' resolution.

Obligations of Committees

18.3 Any committee appointed under §18.1 or §18.2, in the exercise of the powers delegated to it, must:

(a) conform to any rules that may from time to time be imposed on it by the directors; and

(b) report every act or thing done in exercise of those powers at such times as the directors may require.

Powers of Board

18.4 The directors may, at any time, with respect to a committee appointed under §18.1 or §18.2

(a) revoke or alter the authority given to the committee, or override a decision made by the committee, except as to acts done before such revocation, alteration or overriding;

(b) terminate the appointment of, or change the membership of, the committee; and

(c) fill vacancies in the committee.

Committee Meetings

18.5 Subject to §18.3(a) and unless the directors otherwise provide in the resolution appointing the committee or in any subsequent resolution, with respect to a committee appointed under §18.1 or §18.2:

(a) the committee may meet and adjourn as it thinks proper;

(b) the committee may elect a chair of its meetings but, if no chair of a meeting is elected, or if at a meeting the chair of the meeting is not present within 15 minutes after the time set for holding the meeting, the directors present who are members of the committee may choose one of their number to chair the meeting;

(c) a majority of the members of the committee constitutes a quorum of the committee; and

(d) questions arising at any meeting of the committee are determined by a majority of votes of the members present, and in case of an equality of votes, the chair of the meeting does not have a second or casting vote.

PART 19

OFFICERS

Directors May Appoint Officers

19.1 The directors may, from time to time, appoint such officers, if any, as the directors determine and the directors may, at any time, terminate any such appointment.

Functions, Duties and Powers of Officers

19.2 The directors may, for each officer:

(a) determine the functions and duties of the officer;

(b) entrust to and confer on the officer any of the powers exercisable by the directors on such terms and conditions and with such restrictions as the directors think fit; and

(c) revoke, withdraw, alter or vary all or any of the functions, duties and powers of the officer.

Qualifications

19.3 No person may be appointed as an officer unless that person is qualified in accordance with the Act. One person may hold more than one position as an officer of the Company. Any person appointed as the chair of the board or as a managing director must be a director. Any other officer need not be a director.

Remuneration and Terms of Appointment

19.4 All appointments of officers are to be made on the terms and conditions and at the remuneration (whether by way of salary, fee, commission, participation in profits or otherwise) that the directors thinks fit and are subject to termination at the pleasure of the directors, and an officer may in addition to such remuneration be entitled to receive, after he or she ceases to hold such office or leaves the employment of the Company, a pension or gratuity.

PART 20

INDEMNIFICATION

Definitions

20.1 In this Part 20:

(a) "**eligible party**", in relation to a company, means an individual who:

(i) is or was a director, alternate director or officer of the Company;

(ii) is or was a director, alternate director or officer of another corporation

(A) at a time when the corporation is or was an affiliate of the Company, or

(B) at the request of the Company; or

(iii) at the request of the Company, is or was, or holds or held a position equivalent to that of, a director, alternate director or officer of a partnership, trust, joint venture or other unincorporated entity,

and includes, except in the definition of "eligible proceeding" and Sections 163(1)(c) and (d) and 165 of the Act, the heirs and personal or other legal representatives of that individual;

(b) "**eligible penalty**" means a judgment, penalty or fine awarded or imposed in, or an amount paid in settlement of, an eligible proceeding;

(c) "**eligible proceeding**" means a proceeding in which an eligible party or any of the heirs and personal or other legal representatives of the eligible party, by reason of the eligible party being or having been a director, alternate director or officer of, or holding or having held a position equivalent to that of a director or officer of, the Company or an associated corporation

(i) is or may be joined as a party; or

(ii) is or may be liable for or in respect of a judgment, penalty or fine in, or expenses related to, the proceeding;

(d) "**expenses**" has the meaning set out in the Act and includes costs, charges and expenses, including legal and other fees, but does not include judgments, penalties, fines or amounts paid in settlement of a proceeding; and

(e) "**proceeding**" includes any legal proceeding or investigative action, whether current, threatened, pending or completed.

Mandatory Indemnification of Eligible Parties

20.2 Subject to the Act, the Company must indemnify each eligible party and his or her heirs and legal personal representatives against all eligible penalties to which such person is or may be liable, and the Company must, after the final disposition of an eligible proceeding, pay the expenses actually and reasonably incurred by such person in respect of that proceeding. Each eligible party is deemed to have contracted with the Company on the terms of the indemnity contained in this §20.2.

Indemnification of Other Persons

20.3 Subject to any restrictions in the Act, the Company may agree to indemnify and may indemnify any person (including an eligible party) against eligible penalties and pay expenses incurred in connection with the performance of services by that person for the Company.

Authority to Advance Expenses

20.4 The Company may advance expenses to an eligible party to the extent permitted by and in accordance with the Act.

Non-Compliance with Act

20.5 Subject to the Act, the failure of an eligible party of the Company to comply with the Act or these Articles or, if applicable, any former *Companies Act* or former Articles does not, of itself, invalidate any indemnity to which he or she is entitled under this Part 20.

Company May Purchase Insurance

20.6 The Company may purchase and maintain insurance for the benefit of any eligible party (or the heirs or legal personal representatives of any eligible party) against any liability incurred by any eligible party.

PART 21

DIVIDENDS

Payment of Dividends Subject to Special Rights

21.1 The provisions of this Part 21 are subject to the rights, if any, of shareholders holding shares with special rights as to dividends.

Declaration of Dividends

21.2 Subject to the Act, the directors may from time to time declare and authorize payment of such dividends as they may deem advisable.

No Notice Required

21.3 The directors need not give notice to any shareholder of any declaration under §21.2.

Record Date

21.4 The directors must set a date as the record date for the purpose of determining shareholders entitled to receive payment of a dividend. The record date must not precede the date on which the dividend is to be paid by more than two months.

Manner of Paying Dividend

21.5 A resolution declaring a dividend may direct payment of the dividend wholly or partly in money or by the distribution of specific assets or of fully paid shares or of bonds, debentures or other securities of the Company or any other corporation, or in any one or more of those ways.

Settlement of Difficulties

21.6 If any difficulty arises in regard to a distribution under §21.5, the directors may settle the difficulty as they deem advisable, and, in particular, may:

(a) set the value for distribution of specific assets;

(b) determine that money in substitution for all or any part of the specific assets to which any shareholders are entitled may be paid to any shareholders on the basis of the value so fixed in order to adjust the rights of all parties; and

(c) vest any such specific assets in trustees for the persons entitled to the dividend.

When Dividend Payable

21.7 Any dividend may be made payable on such date as is fixed by the directors.

Dividends to be Paid in Accordance with Number of Shares

21.8 All dividends on shares of any class or series of shares must be declared and paid according to the number of such shares held.

Receipt by Joint Shareholders

21.9 If several persons are joint shareholders of any share, any one of them may give an effective receipt for any dividend, bonus or other money payable in respect of the share.

Dividend Bears No Interest

21.10 No dividend bears interest against the Company.

Fractional Dividends

21.11 If a dividend to which a shareholder is entitled includes a fraction of the smallest monetary unit of the currency of the dividend, that fraction may be disregarded in making payment of the dividend and that payment represents full payment of the dividend.

Payment of Dividends

21.12 Any dividend or other distribution payable in money in respect of shares may be paid by cheque, made payable to the order of the person to whom it is sent, and mailed to the registered address of the shareholder, or in the case of joint shareholders, to the registered address of the joint shareholder who is first named on the central securities register, or to the person and to the address the shareholder or joint shareholders may direct in writing. The mailing of such cheque will, to the extent of the sum represented by the cheque (plus the amount of the tax required by law to be deducted), discharge all liability for the dividend unless such cheque is not paid on presentation or the amount of tax so deducted is not paid to the appropriate taxing authority.

Capitalization of Retained Earnings or Surplus

21.13 Notwithstanding anything contained in these Articles, the directors may from time to time capitalize any retained earnings or surplus of the Company and may from time to time issue, as fully paid, shares or any bonds, debentures or other securities of the Company as a dividend representing the retained earnings or surplus so capitalized or any part thereof.

PART 22

ACCOUNTING RECORDS AND AUDITOR

Recording of Financial Affairs

22.1 The directors must cause adequate accounting records to be kept to record properly the financial affairs and condition of the Company and to comply with the Act.

Inspection of Accounting Records

22.2 Unless the directors determine otherwise, or unless otherwise determined by ordinary resolution, no shareholder of the Company is entitled to inspect or obtain a copy of any accounting records of the Company.

Remuneration of Auditor

22.3 The directors may set the remuneration of the auditor of the Company.

PART 23

NOTICES

Method of Giving Notice

23.1 Unless the Act or these Articles provide otherwise, a notice, statement, report or other record required or permitted by the Act or these Articles to be sent by or to a person may be sent by:

(a) mail addressed to the person at the applicable address for that person as follows:

(i) for a record mailed to a shareholder, the shareholder's registered address;

(ii) for a record mailed to a director or officer, the prescribed address for mailing shown for the director or officer in the records kept by the Company or the mailing address provided by the recipient for the sending of that record or records of that class;

(iii) in any other case, the mailing address of the intended recipient;

(b) delivery at the applicable address for that person as follows, addressed to the person:

(i) for a record delivered to a shareholder, the shareholder's registered address;

(ii) for a record delivered to a director or officer, the prescribed address for delivery shown for the director or officer in the records kept by the Company or the delivery address provided by the recipient for the sending of that record or records of that class;

(iii) in any other case, the delivery address of the intended recipient;

(c) sending the record by fax to the fax number provided by the intended recipient for the sending of that record or records of that class;

(d) sending the record by email to the email address provided by the intended recipient for the sending of that record or records of that class;

(e) physical delivery to the intended recipient.

Deemed Receipt of Mailing

23.2 A notice, statement, report or other record that is:

(a) mailed to a person by ordinary mail to the applicable address for that person referred to in §23.1 is deemed to be received by the person to whom it was mailed on the day (Saturdays, Sundays and holidays excepted) following the date of mailing;

(b) faxed to a person to the fax number provided by that person under §23.1 is deemed to be received by the person to whom it was faxed on the day it was faxed; and

(c) emailed to a person to the e-mail address provided by that person under §23.1 is deemed to be received by the person to whom it was e-mailed on the day that it was emailed.

Certificate of Sending

23.3 A certificate signed by the secretary, if any, or other officer of the Company or of any other corporation acting in that capacity on behalf of the Company stating that a notice, statement, report or other record was sent in accordance with §23.1 is conclusive evidence of that fact.

Notice to Joint Shareholders

23.4 A notice, statement, report or other record may be provided by the Company to the joint shareholders of a share by providing such record to the joint shareholder first named in the central securities register in respect of the share.

Notice to Legal Personal Representatives and Trustees

23.5 A notice, statement, report or other record may be provided by the Company to the persons entitled to a share in consequence of the death, bankruptcy or incapacity of a shareholder by:

(a) mailing the record, addressed to them:

(i) by name, by the title of the legal personal representative of the deceased or incapacitated shareholder, by the title of trustee of the bankrupt shareholder or by any similar description; and

(ii) at the address, if any, supplied to the Company for that purpose by the persons claiming to be so entitled; or

(b) if an address referred to in §(a)(ii) has not been supplied to the Company, by giving the notice in a manner in which it might have been given if the death, bankruptcy or incapacity had not occurred.

Undelivered Notices

23.6 If on two consecutive occasions, a notice, statement, report or other record is sent to a shareholder pursuant to §23.1 and on each of those occasions any such record is returned because the shareholder cannot be located, the Company shall not be required to send any further records to the shareholder until the shareholder informs the Company in writing of his or her new address.

PART 24

SEAL

Who May Attest Seal

24.1 Except as provided in §24.2 and §24.3, the Company's seal, if any, must not be impressed on any record except when that impression is attested by the signatures of:

(a) any two directors;

(b) any officer, together with any director;

(c) if the Company only has one director, that director; or

(d) any one or more directors or officers or persons as may be determined by the directors.

Sealing Copies

24.2 For the purpose of certifying under seal a certificate of incumbency of the directors or officers of the Company or a true copy of any resolution or other document, despite §24.1, the impression of the seal may be attested by the signature of any director or officer or the signature of any other person as may be determined by the directors.

Mechanical Reproduction of Seal

24.3 The directors may authorize the seal to be impressed by third parties on share certificates or bonds, debentures or other securities of the Company as they may determine appropriate from time to time. To enable the seal to be impressed on any share certificates or bonds, debentures or other securities of the Company, whether in definitive or interim form, on which facsimiles of any of the signatures of the directors or officers of the Company are, in accordance with the Act or these Articles, printed or otherwise mechanically reproduced, there may be delivered to the person employed to engrave, lithograph or print such definitive or interim share certificates or bonds, debentures or other securities one or more unmounted dies reproducing the seal and such persons as are authorized under §24.1 to attest the Company's seal may in writing authorize such person to cause the seal to be impressed on such definitive or interim share certificates or bonds, debentures or other securities by the use of such dies. Share certificates or bonds, debentures or other securities to which the seal has been so impressed are for all purposes deemed to be under and to bear the seal impressed on them.

PART 25

PROHIBITIONS

Definitions

25.1 In this Part 25:

(a) "**designated security**" means:

(i) a voting security of the Company;

(ii) a security of the Company that is not a debt security and that carries a residual right to participate in the earnings of the Company or, on the liquidation or winding up of the Company, in its assets; or

(iii) a security of the Company convertible, directly or indirectly, into a security described in §(a) or §(b);

(b) "**security**" has the meaning assigned in the *Securities Act* (British Columbia); and

(c) "**voting security**" means a security of the Company that:

(i) is not a debt security; and

(ii) carries a voting right either under all circumstances or under some circumstances that have occurred and are continuing.

Application

25.2 §25.3 does not apply to the Company if and for so long as it is a public company, a private company which is no longer eligible to use the private issuer exemption under the *Securities Act* (British Columbia) or a pre-existing reporting company which has the Statutory Reporting Company Provisions as part of its Articles or a company to which the Statutory Reporting Company Provisions apply.

Consent Required for Transfer of Shares or Designated Securities

25.3 No share or designated security may be sold, transferred or otherwise disposed of without the consent of the directors and the directors are not required to give any reason for refusing to consent to any such sale, transfer or other disposition.

Full name and signature of incorporator	**Date of signing**
1055 CORPORATE SERVICES LTD. Per: _____ Authorized Signatory	_____, 2021

SCHEDULE C

Amalgamation Application

[see attached]

BRITISH COLUMBIA
The Best Place on Earth

Ministry of Finance
BC Registry Services

Mailing Address:
PO Box 9431 Stn Prov Govt
Victoria BC V8W 9V3
Location:
2nd Floor - 940 Blanshard Street
Victoria BC
www.fin.gov.bc.ca/registries

AMALGAMATION APPLICATION
FORM 13 — BC COMPANY
Sections 275
Business Corporations Act

Telephone: 250-356-8626

DO NOT MAIL THIS FORM to the BC Registry Services unless you are instructed to do so by registry staff.
The Regulation under the *Business Corporations Act* requires the electronic version of this form to be filed on the Internet at www.corporateonline.gov.bc.ca

EXHIBIT "1" FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT (FOIPPA):
PERSONAL INFORMATION PROVIDED ON THIS FORM IS COLLECTED, USED AND DISCLOSED UNDER THE AUTHORITY OF THE FOIPPA AND THE BUSINESS CORPORATIONS ACT FOR THE PURPOSES OF ASSESSMENT. QUESTIONS REGARDING THE COLLECTION, USE AND DISCLOSURE OF PERSONAL INFORMATION CAN BE DIRECTED TO THE EXECUTIVE COORDINATOR OF THE BC REGISTRY SERVICES AT 250 356 1198, PO BOX 9431 STN PROV GOVT, VICTORIA BC V8W 9V3.

A. INITIAL INFORMATION – *When the amalgamation is complete, your company will be a BC limited company.*

What kind of company(ies) will be involved in the amalgamation?
(Check all applicable boxes.)

☑ BC company

☐ BC unlimited liability company

B. NAME OF COMPANY – *Choose one of the following:*

☑ The name _____ is the name reserved for the amalgamated company. The name reservation number is _____, *OR*

☐ The company is to be amalgamated with a name created by adding "B.C. Ltd." after the incorporation number, *OR*

☐ The amalgamated company is to adopt, as its name, the name of one of the amalgamating companies.

The name of the amalgamating company being adopted is:

◆

The incorporation number of that company is: ◆

Please note: If you want the name of an amalgamating corporation that is a foreign corporation, you must obtain a name approval before completing this amalgamation application.

C. AMALGAMATION STATEMENT – *Please indicate the statement applicable to the amalgamation.*

☐ **With Court Approval:**
This amalgamation has been approved by the court and a copy of the entered court order approving the amalgamation has been obtained and has been deposited in the records office of each of the amalgamating companies.

OR

☑ **Without Court Approval:**
This amalgamation has been effected without court approval. A copy of all of the required affidavits under section 277(1) have been obtained and the affidavit obtained from each amalgamating company has been deposited in that company's records office.

D. AMALGAMATION EFFECTIVE DATE – *Choose one of the following:*

☐ The amalgamation is to take effect at the time that this application is filed with the registrar.

☑ The amalgamation is to take effect at 12:01 a.m. Pacific Time on _____, 201_ being a date that is not more than ten days after the date of the filing of this application.

☐ The amalgamation is to take effect at ____ ____ ☐ a.m. or ☐ p.m. Pacific Time on ____ ____ being a date and time that is not more than ten days after the date of the filing of this application.

E. AMALGAMATING CORPORATIONS

Enter the name of each amalgamating corporation below. For each company, enter the incorporation number. If the amalgamating corporation is a foreign corporation, enter the foreign corporation's jurisdiction and if registered in BC as an extraprovincial company, enter the extraprovincial company's registration number. Attach an additional sheet if more space is required.

	NAME OF AMALGAMATING CORPORATION	BC INCORPORATION NUMBER, OR EXTRAPROVINCIAL REGISTRATION NUMBER IN BC	FOREIGN CORPORATION'S JURISDICTION
1.	1283045 BC Ltd.	BC1283045	
2.	Naturo Group Investments Inc.	◆	

F. FORMALITIES TO AMALGAMATION

If any amalgamating corporation is a foreign corporation, section 275(1)(b) requires an authorization for the amalgamation from the foreign corporation's jurisdiction to be filed.

☐ This is to confirm that each authorization for the amalgamation required under section 275(1)(b) is being submitted for filing concurrently with this application.

G. CERTIFIED CORRECT – I have read this form and found it to be correct.

This form must be signed by an authorized signing authority for each of the amalgamating companies as set out in Item E.

NAME OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	SIGNATURE OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	DATE SIGNED (YYYY / MM / DD)
1.	X 1283045 BC Ltd. Per _____ Authorized Signatory	
NAME OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	SIGNATURE OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	DATE SIGNED (YYYY / MM / DD)
2.	X Naturo Group Investments Inc. Per _____ Authorized Signatory	

NOTICE OF ARTICLES

A. NAME OF COMPANY

Set out the name of the company as set out in Item B of the Amalgamation Application.

B. TRANSLATION OF COMPANY NAME

Set out every translation of the company name that the company intends to use outside of Canada.

C. DIRECTOR NAME(S) AND ADDRESS(ES)

Set out the full name, delivery address and mailing address (if different) of every director of the company. The director may select to provide either (a) the delivery address and, if different, the mailing address for the office at which the individual can usually be served with records between 9 a.m. and 4 p.m. on business days or (b) the delivery address and, if different, the mailing address of the individual's residence. The delivery address must not be a post office box. Attach an additional sheet if more space is required.

LAST NAME → FIRST NAME → MIDDLE NAME	DELIVERY ADDRESS INCLUDING (MUNICIPALITY, STATE, COUNTRY AND POSTAL/ZIP CODE)	MAILING ADDRESS INCLUDING (MUNICIPALITY, STATE, COUNTRY AND POSTAL/ZIP CODE)

D. REGISTERED OFFICE ADDRESSES

DELIVERY ADDRESS OF THE COMPANY'S REGISTERED OFFICE (INCLUDING BC and POSTAL CODE)

MAILING ADDRESS OF THE COMPANY'S REGISTERED OFFICE (INCLUDING BC and POSTAL CODE)

E. RECORDS OFFICE ADDRESSES

DELIVERY ADDRESS OF THE COMPANY'S RECORDS OFFICE (INCLUDING BC and POSTAL CODE)

MAILING ADDRESS OF THE COMPANY'S RECORDS OFFICE (INCLUDING BC and POSTAL CODE)

F. AUTHORIZED SHARE STRUCTURE

	Maximum number of shares of this class or series of shares that the company is authorized to issue, or indicate there is no maximum number	Kind of shares of this class or series of shares		Are there special rights or restrictions attached to the shares of this class or series of shares?
Identifying name of class or series of shares	MAXIMUM NUMBER OF SHARES AUTHORIZED OR NO MAXIMUM NUMBER	PAR VALUE OR WITHOUT PAR VALUE	TYPE OF CURRENCY	YES/NO
Common Shares	Unlimited	Without	N/A	Yes

SCHEDULE D

FORM OF BEVCANNA RESOLUTION

BE IT RESOLVED as a special resolution **THAT**:

1. The amalgamation involving Naturo Group Investments Inc., Bevcanna Enterprises Inc. (the "**Corporation**") and 1283045 B.C. Ltd. (the "**Amalgamation**") pursuant to the terms and conditions of the business combination agreement dated as at December 11, 2020 (the "**Business Combination Agreement**") and the amalgamation agreement dated as at January 31, 2021 (the "**Amalgamation Agreement**"), be and the same is hereby approved;

2. The Business Combination Agreement and the Amalgamation Agreement, substantially in the form provided to the shareholders, including all schedules thereto, are hereby ratified, confirmed and approved and any director or officer of the Corporation is hereby authorized to hereafter amend or revise the Business Combination Agreement and the Amalgamation Agreement without any further consent of the shareholders;

3. Any director or officer of the Corporation be and is hereby authorized and empowered, for and on behalf of the Corporation, to execute and deliver, or cause to be delivered, any amalgamation application and such other documents and instruments, and to do or cause to be done, such other actions as such director or officer may determine to be necessary or desirable in order to implement these special resolutions and the matters authorized herein, such determination to be conclusively evidenced by the execution and delivery of any such documents or instruments or taking of such actions; and

4. Notwithstanding that these special resolutions have been duly approved by the shareholders of the Corporation, the directors of the Corporation, in their sole discretion and without the requirement to obtain any further approval from the shareholders of the Corporation, are hereby authorized and empowered to revoke these special resolutions at any time before they are acted upon without further approval from the shareholders.

SCHEDULE E

FORM OF NATURO RESOLUTION

BE IT RESOLVED as a special resolution **THAT**:

1. The amalgamation involving Bevcanna Enterprises Inc., Naturo Group Investments Inc. (the "**Corporation**") and 1283045 B.C. Ltd. (the "**Amalgamation**") pursuant to the terms and conditions of the business combination agreement dated as at December 11, 2020 (the "**Business Combination Agreement**") and the amalgamation agreement dated as at January 31, 2021 (the "**Amalgamation Agreement**"), be and the same is hereby approved;

2. The Business Combination Agreement and the Amalgamation Agreement, substantially in the form provided to the shareholders, including all schedules thereto, are hereby ratified, confirmed and approved and any director or officer of the Corporation is hereby authorized to hereafter amend or revise the Business Combination Agreement and the Amalgamation Agreement without any further consent of the shareholders;

3. Any director or officer of the Corporation be and is hereby authorized and empowered, for and on behalf of the Corporation, to execute and deliver, or cause to be delivered, any amalgamation application and such other documents and instruments, and to do or cause to be done, such other actions as such director or officer may determine to be necessary or desirable in order to implement these special resolutions and the matters authorized herein, such determination to be conclusively evidenced by the execution and delivery of any such documents or instruments or taking of such actions; and

4. Notwithstanding that these special resolutions have been duly approved by the shareholders of the Corporation, the directors of the Corporation, in their sole discretion and without the requirement to obtain any further approval from the shareholders of the Corporation, are hereby authorized and empowered to revoke these special resolutions at any time before they are acted upon without further approval from the shareholders.