AGREEMENT AND PLAN OF MERGER

BY AND AMONG

JUVA LIFE INC.

and

JUVA HOLDINGS (CALIFORNIA) LTD.

and

JUVA LIFE INC.

Dated as of May 15, 2019

Execution Version

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into on May 15, 2019, by and among Juva Life Inc., a company incorporated under the laws of the Province of British Columbia ("Parent"), Juva Holdings (California) Ltd., a company incorporated under the laws of the State of California ("SubCo") and Juva Life Inc. a company incorporated under the laws of the State of California (the "Company").

W I T N E S S E T H :

WHEREAS, the Board of Directors of each of SubCo, Parent and the Company have each determined that it is fair to and in the best interests of their respective corporations and stockholders for SubCo to be merged with and into the Company (the "Merger") upon the terms and subject to the conditions set forth herein;

WHEREAS, the Board of Directors of each of Parent, SubCo and the Company have approved the Merger in accordance with the California Corporations Code (the "CCC") and other applicable law upon the terms and subject to the conditions set forth herein and in the Certificate of Merger attached hereto as Exhibit A (the "Certificate of Merger");

WHEREAS, Parent, as the sole stockholder of SubCo, has approved this Agreement, the Certificate of Merger and the transactions contemplated and described hereby and thereby, including, without limitation, the Merger;

WHEREAS, as of or prior to the Closing (as defined below), not less than the requisite stockholders of the Company (the "Stockholders") as required by the CCC shall have approved, by written consent or by a vote at a duly noticed meeting of the Stockholders pursuant to the CCC, this Agreement and the Certificate of Merger and the transactions contemplated and described hereby and thereby, including, without limitation, the Merger; and

WHEREAS, the parties hereto intend that the Merger contemplated herein shall qualify as a reorganization within the meaning of Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended (the "Code"), by reason of Section 368(a)(2)(E) of the Code.

NOW, THEREFORE, in consideration of the mutual agreements and covenants hereinafter set forth, the parties hereto agree as follows:

ARTICLE I.
THE MERGER

Section 1.01 Merger. Subject to the terms and conditions of this Agreement and the Certificate of Merger, SubCo shall be merged with and into the Company in accordance with the CCC. At the Effective Time (as defined below), the separate legal existence of SubCo shall cease and the Company shall be the surviving corporation in the Merger (sometimes referred to herein as the "Surviving Corporation") and shall continue its corporate existence under the laws of the State of California under a name to be determined by the Company and the Parent.

Section 1.02 Effective Time. The Merger shall become effective upon the filing of an agreement of merger with the Secretary of State of the State of California in accordance with the CCC. The Merger shall become effective upon such filing or at such other time as the parties shall agree and as shall be specified in the agreement of merger. The time at which the Merger shall become effective as aforesaid is referred to hereinafter as the "Effective Time."

Section 1.03 Closing. The closing of the Merger (the "Closing") shall occur concurrently with the Effective Time (the date thereof, the "Closing Date"). The Closing shall occur at the offices of McMillan LLP referred to in Section 10.01 hereof. At the Closing, all of the documents, certificates, agreements, and instruments referenced in Article VII will be executed and delivered as described therein. At the Effective Time, all actions to be taken at the Closing shall be deemed to be taken simultaneously.

Section 1.04 Certificate of Incorporation, By-laws, Directors and Officers.

(a) The Certificate of Incorporation of the Company, as in effect immediately prior to the Effective Time, attached hereto as Exhibit B, shall be the Certificate of Incorporation of the Surviving Corporation in all respects, except solely for the name of the Surviving Corporation, which shall be as set forth in Section 1.01, from and after the Effective Time until amended in accordance with applicable law and the provisions set forth in such Certificate of Incorporation.

(b) The By-laws of the Company, as in effect immediately prior to the Effective Time, attached hereto as Exhibit C, shall be the By-laws of the Surviving Corporation from and after the Effective Time until amended in accordance with applicable law, the Certificate of Incorporation and such By-laws.

(c) The directors and officers listed in Exhibit D hereto shall be the directors and officers of the Surviving Corporation, and each shall hold his respective office or offices from and after the Effective Time until his successor shall have been elected and shall have qualified in accordance with applicable law, or as otherwise provided in the Certificate of Incorporation or By-laws of the Surviving Corporation.

Section 1.05 Assets and Liabilities. At the Effective Time, the Surviving Corporation shall possess all the rights, privileges, powers and franchises of a public as well as of a private nature, and be subject to all the restrictions, disabilities and duties of each of SubCo and the Company (collectively, the "Constituent Corporations"); and all the rights, privileges, powers and franchises of each of the Constituent Corporations, and all property, real, personal and mixed, and all debts due to any of the Constituent Corporations on whatever account, as well for stock subscriptions as all other things in action or belonging to each of the Constituent Corporations, shall be vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectively the property of the Surviving Corporation as they were of the several and respective Constituent Corporations, and the title to any real estate vested by deed or otherwise in either of such Constituent Corporations shall not revert or be in any way impaired by the Merger; but all rights of creditors and all liens upon any property of any of the Constituent Corporations shall be preserved unimpaired, and all debts, liabilities and duties of the Constituent Corporations shall thenceforth attach to the Surviving Corporation, and may be

enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

Section 1.06 Manner and Basis of Converting Shares.

(a) At the Effective Time:

(i) each share of common stock, no par value per share, of SubCo that shall be outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into the right to receive one (1) share of common stock, no par value per share, of the Surviving Corporation, so that at the Effective Time, Parent shall be the holder of all of the issued and outstanding shares of the Surviving Corporation;

(ii) the shares of common stock, without par value, of the Company (the "Company Stock") beneficially owned by the Stockholders listed in Schedule 1.06 (other than shares of Company Stock as to which appraisal rights are perfected pursuant to the applicable provisions of Chapter 13 of the CCC and not withdrawn or otherwise forfeited and shares of Company Stock set forth in Section 1.06(a)(iii) hereof), shall, by virtue of the Merger and without any action on the part of the holders thereof, be converted into the right to receive the number of shares of common stock, without par value of Parent (the "Parent Common Stock") specified in Schedule 1.06 for each of the Stockholders, which, at the Closing Date will be equal to one (1.00) share of Parent Common Stock for each one (1.00) share of Company Stock; and

(iii) each share of Company Stock held in the treasury of the Company immediately prior to the Effective Time shall be cancelled in the Merger and cease to exist.

(b) The parties hereby agree that Schedule 1.06 may be updated by the Company up until the Effective Time to make any modifications to the number of shares of Parent Common Stock to be received by the Stockholders at the Effective Time for each one (1.00) share of Company Stock that may be required as a result of (i) certain anti-dilution protections that may be applicable to shares of Company Stock held by certain Stockholder(s) of the Company (if applicable), as further set forth in Schedule 1.06, or (ii) any other event or occurrence after the date hereof and before the Effective Time that requires such a modification.

(c) After the Effective Time, there shall be no further registration of transfers on the stock transfer books of the Surviving Corporation of the shares of Company Stock that were outstanding immediately prior to the Effective Time.

Section 1.07 Surrender and Exchange of Certificates. Promptly after the Effective Time and upon surrender of a certificate or certificates representing shares of Company Stock, if any, or an affidavit and indemnification in form reasonably acceptable to counsel for Parent stating that such Stockholder has lost its certificate or certificates, if any, or that such have been destroyed or that no such certificate was delivered, Parent shall issue to each record holder of Company Stock surrendering such certificate or certificates, or affidavit and indemnification, as applicable, a certificate or certificates registered in the name of such Stockholder representing the number of shares of Parent Common Stock that such Stockholder shall be entitled to receive as set forth in

Section 1.06(a)(ii) hereof. Until the certificate or certificates, or affidavit and indemnification, as applicable, is or are surrendered as contemplated by this Section 1.07, each certificate that immediately prior to the Effective Time represented any outstanding shares of Company Stock shall be deemed at and after the Effective Time to represent only the right to receive upon surrender as aforesaid the number of shares of Parent Common Stock specified in Schedule 1.06 hereof for the holder thereof or to perfect any rights of appraisal that such holder may have pursuant to the applicable provisions of Chapter 13 of the CCC.

Section 1.08 Parent Common Stock. Parent agrees that it will cause the Parent Common Stock into which the Company Stock is converted at the Effective Time pursuant to Section 1.06(a)(ii) to be available for such purposes.

Section 1.09 Treatment of Company Warrants & Options.

(a) The Company Warrants shall cease to represent a right to acquire shares of Company Stock and shall provide the right to acquire shares of Parent Common Stock, all in accordance with the adjustment provisions provided in the certificates representing the Company Warrants,

(b) Any unexercised Company Options shall cease to represent a right to acquire shares of Company Stock and, once a plan has been established in Parent Company, shall provide the right to acquire shares of Parent Common Stock as per terms of the Plan.

Section 1.10 CSE Listing. In connection with the Merger, Parent will file a prospectus with the British Columbia Securities Commission and apply for a listing on the CSE.

Section 1.11 Operation of Surviving Corporation. The Company acknowledges that upon the effectiveness of the Merger, and the material compliance by Parent and SubCo with their respective duties and obligations hereunder, Parent shall have the absolute and unqualified right to deal with the assets and business of the Surviving Corporation as its own property without limitation on the disposition or use of such assets or the conduct of such business.

Section 1.12 Hold Period on Company Shares. The Company acknowledges that in addition to hold periods and corresponding legends to be applied pursuant to applicable law, the subscription agreements for the shares of Company Stock issued pursuant to the private placement of units by the Company at $0.35 per unit, provided for the following voluntary hold-periods:

(a) 40% of the shares of Company Stock will not be offered, sold, transferred, pledged, hypothecated or otherwise trade before the date that is four months after the listing date; and

(b) 50% of the shares of Company Stock will not be offered, sold, transferred, pledged, hypothecated or otherwise traded before the date that is six months after the listing date.

Section 1.13 Further Assurances. From time to time, from and after the Effective Time, as and when reasonably requested by Parent, the proper officers and directors of the Company as of the Effective Time shall, for and on behalf and in the name of the Company or otherwise, execute and

deliver all such deeds, bills of sale, assignments and other instruments, and shall take or cause to be taken such further actions as Parent or its successors or assigns reasonably may deem necessary or desirable in order to confirm or record or otherwise transfer to the Surviving Corporation title to and possession of all of the properties, rights, privileges, powers, franchises and immunities of the Company, or otherwise to carry out fully the provisions and purposes of this Agreement and the Certificate of Merger.

ARTICLE II.
REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company represents and warrants to Parent and SubCo as follows, and acknowledges that Parent and Acquisition Corp are relying upon such representations and warranties in connection with the matters contemplated by this Agreement:

Section 2.01 Organization, Standing, Subsidiaries, Etc.

(a) The Company is a corporation duly organized and existing in good standing under the laws of the State of California and has all requisite power and authority (corporate and other) to carry on its business, to own or lease its properties and assets, to enter into this Agreement and the Certificate of Merger and to carry out the terms hereof and thereof. Copies of the Certificate of Incorporation and By-laws of the Company that have been delivered to Parent and SubCo prior to the execution of this Agreement are true and complete and have not since been amended or repealed.

(b) The Company is not a "reporting issuer" or equivalent in any jurisdiction and to the knowledge of the Company, no Company Stock is listed or quoted on a stock exchange or stock trading system;

(c) The Company has no subsidiaries or direct or indirect interest (by way of stock ownership or otherwise) in any firm, corporation, limited liability company, partnership, association or business except as set forth on Schedule 2.01.

Section 2.02 Qualification. The Company is duly qualified to conduct business as a foreign corporation and is in good standing in each jurisdiction wherein the nature of its activities or its properties owned or leased makes such qualification necessary, except where the failure to be so qualified would not have a material adverse effect on the condition (financial or otherwise), properties, assets, liabilities, business operations, results of operations or prospects of the Company taken as a whole (the "Condition of the Company").

Section 2.03 Capitalization of the Company. The authorized capital stock of the Company consists of 150,000,000 authorized of shares of Company Stock, of which there are 86,055,636 Company Shares issued and outstanding. All of such issued and outstanding Company Shares are duly authorized, validly issued, fully paid and non-assessable and none of such shares have been issued in violation of the preemptive rights of any natural person, corporation, business trust, association, limited liability company, partnership, joint venture, other entity, government, agency or political subdivision (each, a "Person"). The offer, issuance and sale of such Company Shares were (a) exempt from the registration and prospectus delivery requirements of the Securities Act

of 1933, as amended (the "Securities Act"), (b) registered or qualified (or were exempt from registration or qualification) under the registration or qualification requirements of all applicable state securities laws and (c) effected in conformity with all other applicable securities laws. None of such shares of Company Stock are subject to a right of withdrawal or a right of rescission under any federal or state securities or "Blue Sky" law. Except as otherwise set forth in this Agreement or the Disclosures, the Company has no outstanding options, rights or commitments to issue Company Stock or other securities of the Company, and there are no outstanding securities convertible or exercisable into or exchangeable for Company Stock or other securities of the Company.

Section 2.04 Indebtedness. The Company has no Indebtedness for Borrowed Money, except as set forth on Schedule 2.04 or disclosed in the Financial Statements (as defined below). For purposes of this Agreement, "Indebtedness for Borrowed Money" shall mean (i) all Indebtedness in respect of money borrowed including, without limitation, Indebtedness which represents the unpaid amount of the purchase price of any property and is incurred in lieu of borrowing money or using available funds to pay such amounts and not constituting an account payable or expense accrual incurred or assumed in the ordinary course of business of the Company, (ii) all Indebtedness evidenced by a promissory note, bond or similar written obligation to pay money, or (iii) all such Indebtedness guaranteed by the Company. Furthermore, for purposes of this Agreement, "Indebtedness" shall mean any obligation of the Company which, under generally accepted accounting principles in the United Stated ("GAAP"), is required to be shown on the Financial Statements of the Company as a liability.

Section 2.05 Company Stockholders. Schedule 2.05 hereto contains a true and complete list of the names of the record owners of all of the outstanding shares of Company Stock, together with the number of securities held or to which such Person has rights to acquire. To the knowledge of the Company, there is no voting trust, agreement or arrangement among any of the beneficial holders of Company Stock affecting the nomination or election of directors or the exercise of the voting rights of Company Stock.

Section 2.06 Rights to Acquire Securities. At Closing, there will be no agreement, right or option:

(a) to require the Company to issue any common shares, or any other security convertible or exchangeable into Company Stock, or to convert or exchange any securities into or for Company Stock;

(b) to require the Company to purchase, redeem or otherwise acquire any of its issued and outstanding Company Stock; or

(c) to which the Company is a party with respect to the purchase and sale, assignment or other transfer of the issued and outstanding shares of the Company, except for this Agreement.

Section 2.07 Corporate Acts and Proceedings. The execution, delivery and performance of this Agreement and the Certificate of Merger (together, the "Merger Documents") have been duly authorized by the Board of Directors of the Company and, as of the Closing, shall have been

approved by the requisite vote of the Stockholders, and all of the corporate acts and other proceedings required for the due and valid authorization, execution, delivery and performance of the Merger Documents and the consummation of the Merger have been validly and appropriately taken or will have been taken at or prior to the Closing.

Section 2.08 Compliance with Laws and Instruments. The business, products and operations of the Company have been and are being conducted in compliance in all material respects with all applicable laws, rules and regulations, except for such violations thereof for which the penalties, in the aggregate, would not have a material adverse effect on the Condition of the Company. To the Company's knowledge, the execution, delivery and performance by the Company of the Merger Documents and the consummation by the Company of the transactions contemplated by this Agreement: (a) will not require any authorization, consent or approval of, or filing or registration with, any court or governmental agency or instrumentality, except such as shall have been obtained prior to the Closing, (b) will not cause the Company to violate or contravene (i) any provision of law, (ii) any rule or regulation of any agency or government, (iii) any order, judgment or decree of any court, or (iv) any provision of the Certificate of Incorporation or By-laws of the Company, (c) will not violate or be in conflict with, result in a breach of or constitute (with or without notice or lapse of time, or both) a default under, any indenture, loan or credit agreement, deed of trust, mortgage, security agreement or other contract, agreement or instrument to which the Company is a party or by which the Company or any of its properties is bound or affected, except as would not have a material adverse effect on the Condition of the Company, and (d) will not result in the creation or imposition of any Lien upon any property or asset of the Company. As used in this Agreement "Lien" shall mean any claim, lien, pledge, assignment, option, charge, easement, license, restraint, security interest, encumbrance, mortgage or other right or obligation (including, without limitation, with respect to equity, any preemptive right, right of first refusal, put, call or other restriction on transfer, and, with respect to Intellectual Property any license, covenant, release or immunity). The Company is not in violation of, or (with or without notice or lapse of time, or both) in default under, any term or provision of its Certificate of Incorporation or By-laws or of any indenture, loan or credit agreement, deed of trust, mortgage, security agreement or, except as would not materially and adversely affect the Condition of the Company, any other material agreement or instrument to which the Company is a party or by which the Company or any of its properties is bound or affected.

Section 2.09 Binding Obligations. The Merger Documents constitute the legal, valid and binding obligations of the Company and are enforceable against the Company in accordance with their respective terms, except as such enforcement is limited by bankruptcy, insolvency and other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

Section 2.10 Broker's and Finder's Fees. No Person has, or as a result of the transactions contemplated or described herein will have, any right or valid claim against the Company, Parent, SubCo or any Stockholder for any commission, fee or other compensation as a finder or broker, or in any similar capacity.

Section 2.11 Financial Statements. The Company's audited financial statements for the year ended December 31, 2018(the "Financial Statements") have been prepared in accordance with International Financial Reporting Standards ("IFRS") and are based on the books and records of

the Company and fairly present the financial condition of the Company as at the dates thereof and the results of the operations for such period and will have been audited by an independent accounting firm registered under the Canadian Public Accountability Board ("CPAB").

Section 2.12 Absence of Undisclosed Liabilities. Except as set forth on Schedule 2.12, the Company has no material obligation or liability (whether accrued, absolute, contingent, liquidated or otherwise, whether due or to become due) arising out of any transaction entered into at or prior to the Closing except as disclosed in the Financial Statements or the notes to the Financial Statements, or current liabilities incurred and obligations under agreements entered into in the usual and ordinary course of business since the Financial Statement Date, none of which (individually or in the aggregate) has had or will have a material adverse effect on the Condition of the Company.

Section 2.13 Changes. Except as set forth on Schedule 2.13, since December 31, 2018 the Company has not (a) incurred any debts, obligations or liabilities, absolute, accrued, contingent or otherwise, whether due or to become due, except for fees, expenses and liabilities incurred in connection with the Merger and related transactions and current liabilities incurred in the usual and ordinary course of business, (b) discharged or satisfied any Liens other than those securing, or paid any obligation or liability other than, current liabilities shown in the Financial Statements and current liabilities incurred since December 31, 2018 in each case in the usual and ordinary course of business, (c) mortgaged, pledged or subjected to Lien any of its assets, tangible or intangible other than in the usual and ordinary course of business, (d) sold, transferred or leased any of its assets, except in the usual and ordinary course of business, (e) cancelled or compromised any debt or claim, or waived or released any right, of material value, (f) suffered any physical damage, destruction or loss (whether or not covered by insurance) materially and adversely affecting the Condition of the Company, (g) entered into any transaction other than in the usual and ordinary course of business, (h) made or granted any wage or salary increase or made any increase in the amounts payable under any profit sharing, bonus, deferred compensation, severance pay, insurance, pension, retirement or other employee benefit plan, agreement or arrangement, other than in the ordinary course of business consistent with past practice or as described in the Disclosures, or entered into any employment agreement, (i) issued or sold any shares of capital stock, bonds, notes, debentures or other securities of the Company or granted any options (including employee stock options), warrants or other rights with respect thereto, (j) declared or paid any dividends on or made any other distributions with respect to, or purchased or redeemed, any of its outstanding capital stock, (k) suffered or experienced any change in, or condition affecting, the Condition of the Company other than changes, events or conditions in the usual and ordinary course of its business, none of which (either by itself or in conjunction with all such other changes, events and conditions) has been materially adverse, (l) made any change in the accounting principles, methods or practices followed by it or depreciation or amortization policies or rates theretofore adopted, (m) made or permitted any amendment or termination of any material contract, agreement or license to which it is a party, (n) suffered any material loss not reflected in the Financial Statements or its statement of income for the period ended on the Financial Statement Date, (o) paid, or made any accrual or arrangement for payment of, bonuses or special compensation of any kind or any severance or termination pay to any present or former officer, director, employee, stockholder or consultant or (p) entered into any agreement, or otherwise obligated itself, to do any of the foregoing.

Section 2.14 Assets and Contracts.

(a) Schedule 2.14(a) contains a true and complete list of all real property leased by the Company, including a brief description of each item thereof and of the nature of the Company's interest therein, and of all tangible personal property owned or leased by the Company having a cost or fair market value of greater than $50,000, including a brief description of each item and of the nature of the interest of the Company therein. All the real property listed in the Disclosures is leased by the Company under valid and enforceable lease agreements, copies of which have been provided to Parent and SubCo; such leases are enforceable in accordance with their terms, and to the Company's knowledge there is not, under any such lease, any existing default or event of default or event which with notice or lapse of time, or both, would constitute a default by the Company, and the Company has not received any notice or claim of any such default. The Company does not own any real property.

(b) Except as expressly set forth on Schedule 2.14(b) or the Financial Statements or the notes thereto or as contemplated by this Agreement, the Company is not a party to any written agreement not made in the ordinary course of business that is material to the Company. Except as set forth in the Disclosures or as contemplated by this Agreement, the Company is not a party to or otherwise bound by any written (a) agreement with any labor union, (b) agreement for the purchase of fixed assets or for the purchase of materials, supplies or equipment in excess of normal operating requirements, (c) agreement for the employment of any officer, individual employee or other Person on a full-time basis or any agreement with any Person for consulting services, (d) bonus, pension, profit sharing, retirement, stock purchase, stock option, deferred compensation, medical, hospitalization or life insurance or similar plan, contract or understanding with respect to any or all of the employees of the Company or any other Person, (e) indenture, loan or credit agreement, note agreement, deed of trust, mortgage, security agreement, promissory note or other agreement or instrument relating to or evidencing Indebtedness for Borrowed Money or subjecting any asset or property of the Company to any Lien or evidencing any Indebtedness, (f) guaranty of any Indebtedness, (g) lease or agreement under which the Company is a lessee of or holds or operates any property, real or personal, owned by any other Person under which payments to such Person exceed $50,000 per year or with an unexpired term (including any period covered by an option to renew exercisable by any other party) of more than 60 days, (h) lease or agreement under which the Company is a lessor or permits any Person to hold or operate any property, real or personal, owned or controlled by the Company, (i) agreement granting any preemptive right, right of first refusal or similar right to any Person, (j) agreement or arrangement with any Affiliate or any "associate" (as such term is defined in Rule 405 under the Securities Act) of the Company or any present or former officer, director or stockholder of the Company, (k) agreement obligating the Company to pay any royalty or similar charge for the use or exploitation of any tangible or intangible property, (1) covenant not to compete or other restriction on its ability to conduct a business or engage in any other activity, (m) material distributor, dealer, manufacturer's representative, sales agency, franchise or advertising contract or commitment, (n) agreement to register its securities under the Securities Act, (o) collective bargaining agreement, or (p) agreement or other commitment or arrangement with any Person continuing for a period of more than three months after the Closing Date that involves an expenditure or receipt by the Company in excess of $50,000. Except as set forth on Schedule 2.14(b), none of the agreements, contracts, leases, instruments or other documents or arrangements

described in the Disclosures requires the consent of any of the parties thereto other than the Company to permit the contract, agreement, lease, instrument or other document or arrangement to remain effective following consummation of the Merger and the transactions contemplated hereby. For purposes of this Agreement, an "Affiliate" shall mean any Person that directly or indirectly controls, is controlled by, or is under common control with, the indicated Person.

(c) The Company has in all material respects performed all obligations required to be performed by it to date and is not in default in any respect under any of the material contracts, agreements, leases, documents, commitments or other arrangements to which it is a party or by which it or any of its property is otherwise bound or affected. To the knowledge of the Company, all parties having material contractual arrangements with the Company are in substantial compliance therewith and none are in material default thereunder. The Company does not have outstanding any power of attorney.

Section 2.15 Employees. the Company has complied in all material respects with all laws relating to the employment of labor, and the Company has encountered no material labor union difficulties. Other than pursuant to ordinary arrangements of employment compensation, the Company is not under any obligation or liability to any officer, director or employee of the Company.

Section 2.16 Tax Returns and Audits.

(a) All required federal, state and local Tax Returns of the Company have been accurately prepared and duly and timely filed, and all federal, state and local Taxes required to be paid on or prior to the date hereof with respect to the periods covered by such returns have been paid. The Company is not and has not been delinquent in the payment of any Tax. The Company has not had a Tax deficiency proposed or assessed against it and has not executed a waiver of any statute of limitations on the assessment or collection of any Tax. None of the Company's federal income tax returns has been audited by any governmental authority; and none of the Company's state or local income or franchise tax returns has been audited by any governmental authority. The reserves for Taxes reflected on the Financial Statements are and will be sufficient for the payment of all unpaid Taxes known to and payable by the Company as of the Financial Statement Date. Since the Financial Statement Date, the Company has made adequate provisions on its books of account for all Taxes with respect to its business, properties and operations for such period. The Company has withheld or collected from each payment made to each of its employees the amount of all taxes (including, without limitation, federal, state and local income taxes, Federal Insurance Contribution Act taxes and Federal Unemployment Tax Act taxes) required to be withheld or collected therefrom, and has paid the same to the proper Tax receiving officers or authorized depositaries. To the Company's knowledge, there are no federal, state, local or foreign audits, actions, suits, proceedings, investigations, claims or administrative proceedings relating to Taxes or any Tax Returns of the Company now pending, and the Company has not received any notice of any proposed audits, investigations, claims or administrative proceedings relating to Taxes or any Tax Returns. The Company is not obligated to make a payment, nor is it a party to any agreement that under certain circumstances could obligate it to make a payment that would not be deductible under Section 280G of the Code. The Company has not agreed, nor is it required, to make any adjustments under Section 481(a) of the Code (or any similar provision of state, local and foreign law), whether by reason of a change in accounting method or otherwise, for any Tax

period for which the applicable statute of limitations has not yet expired. The Company (i) is not a party to, nor is it bound by or obligated under, any Tax sharing agreement, Tax indemnification agreement or similar contract or arrangement, whether written or unwritten (collectively, "Tax Sharing Agreements"), and (ii) does not have any potential liability or obligation to any Person as a result of, or pursuant to, any such Tax Sharing Agreements.

(b) For purposes of this Agreement, the following terms shall have the meanings provided below:

(i) "Tax" or "Taxes" shall mean (a) any and all material taxes, assessments, customs, duties, levies, fees, tariffs, imposts, deficiencies and other governmental charges of any kind whatsoever (including, without limitation, taxes on or with respect to net or gross income, franchise, profits, gross receipts, capital, sales, use, ad valorem, value added, transfer, real property transfer, transfer gains, transfer taxes, inventory, capital stock, license, payroll, employment, social security, unemployment, severance, occupation, real or personal property, estimated taxes, rent, excise, occupancy, recordation, bulk transfer, intangibles, alternative minimum, doing business, withholding and stamp), together with any interest thereon, penalties, fines, damages costs, fees, additions to tax or additional amounts with respect thereto, imposed by the United States (federal, state or local) or other applicable jurisdiction; (b) any liability for the payment of any amounts described in clause (a) as a result of being a member of an affiliated, consolidated, combined, unitary or similar group or as a result of transferor or successor liability, including, without limitation, by reason of Treasury Regulation section 1.1502-6; and (c) any liability for the payments of any amounts as a result of being a party to any Tax Sharing Agreement or as a result of any express or implied obligation to indemnify any other Person with respect to the payment of any amounts of the type described in clause (a) or (b).

(ii) "Tax Return" shall include all returns and reports (including elections, declarations, disclosures, schedules, estimates and information returns (including Form 1099 and partnership returns filed on Form 1065) required to be supplied to a Tax authority relating to Taxes.

Section 2.17 Patents and Other Intangible Assets.

(a) As used herein, "Intellectual Property" means: (i) patents, patent applications of any kind (including, without limitation, provisional, utility, divisions, continuations, continuations in part and renewal applications and foreign counterparts thereof), inventions, discoveries, inventor's certificates, and invention disclosures (whether or not patented), and any renewals, extensions, re-examinations, supplementary protection certificates or reissues thereof, in any jurisdiction; (ii) rights in registered and unregistered trademarks, trade names, service marks, brand names, certification marks, trade dress, logos, and other indications of origin, the goodwill associated with the foregoing and registrations in any jurisdiction of, and applications in any jurisdiction to register, the foregoing, including any extension, modification or renewal of any such registration or application; (iii) domain names, uniform resource locators and other names and locators associated with the Internet, and any and all applications or registrations therefor; (iv) all trade secrets, and other confidential information including technology, know how, data, processes, schematics, business methods, formulae, drawings, designs, compositions of matter, techniques, improvements, methods (including manufacturing methods), clinical and

regulatory strategies, formulations, manufacturing data and processes specifications, manuals, research and development/clinical proposals and proprietary customer and supplier lists, and all documentation relating to any of the foregoing ("Trade Secrets"); (v) copyrighted and copyrightable writings, published and unpublished writings and other works, whether copyrightable or not, in any jurisdiction, registrations or applications for registration of copyrights in any jurisdiction, designs, schematics and specifications, derivative works in any jurisdiction for the foregoing, and any renewals or extensions thereof or moral rights related thereto; (vi) rights under all agreements, including agreements with any Person, relating to the foregoing; (vii) claims or causes of action arising out of or related to past, present or future infringement or misappropriation of the foregoing; and (viii) any and all other intellectual property or proprietary rights relating to any of the foregoing Schedule 2.17(a) contains a true and complete list of all Intellectual Property (as defined below) presently owned, possessed, used or held by the Company ("Company Intellectual Property"), and the Company owns the entire right, title and interest in and to the same, free and clear of all Liens and restrictions, or, in the case of the Company Intellectual Property licensed to the Company, the Company has the right to use the same. Schedule 2.17(a) also contains a true and complete list of all licenses granted to or by the Company with respect to the foregoing. All Company Intellectual Property (i) is subject to no pending or, to the Company's knowledge, threatened challenge, and (ii) can and will be held by the Surviving Corporation as a result and immediately following the consummation of the Merger in the same manner and capacity as it is held by the Company as of the date hereof and without the consent of any Person other than the Company. Neither the execution nor delivery of the Merger Documents, nor the consummation of the transactions contemplated thereby will give any licensor or licensee of the Company any right to change the terms or provisions of, terminate or cancel, any license to which the Company is a party.

(b) Except as set forth on Schedule 2.17(b), the Company (i) to its knowledge, owns or has the right to use, free and clear of all Liens, claims and restrictions, all Company Intellectual Property used in or necessary for the conduct of its business as now conducted or proposed to be conducted without infringing upon or otherwise acting adversely to the right or claimed right of any Person under or with respect to any of the foregoing and (ii) is not obligated or under any liability to make any payments by way of royalties, fees or otherwise to any owner or licensor of, or other claimant to, any Intellectual Property with respect to the use thereof or in connection with the conduct of its business or otherwise.

(c) To the knowledge of the Company, there is no material unauthorized use, disclosure, infringement or misappropriation by any third party of any of the Company Intellectual Property, including by any employee or former employee of the Company; provided, however, that the possibility exists that other Persons, completely independently of the Company or its employees or agents, could have developed Intellectual Property similar or identical to that of the Company.

(d) Each employee of, or consultant to, the Company, that has performed services significant to the Company's Intellectual Property has entered into an agreement to assign to the Company any and all rights, title and interest in and to any ideas, inventions or other Intellectual Property comprising the Company's Intellectual Property, including any moral rights the Company may have in such Intellectual Property.

(e) The Company has taken reasonable precautions customary in the territory and industry in which the Company operates to protect the secrecy, confidentiality, and value of its material Trade Secrets (as defined below), that it intends to maintain as Trade Secrets. Such Trade Secrets are not part of the public knowledge or literature, and, to the knowledge of the Company, have not been used, divulged, or appropriated for the benefit of any Person (other than the Company), except pursuant to a properly executed standard confidentiality and non-disclosure agreement and, to the knowledge of the Company, no Person has materially breached such agreement. No third party has challenged any of the Company's Trade Secrets in any action or proceeding or, to the knowledge of the Company, threatened to do so.

Section 2.18 Employee Benefit Plans; ERISA.

(a) There are no "employee benefit plans" (within the meaning of Section 3(3) of the Employee Retirement Income Securities Act of 1974, as amended ("ERISA")) nor any other employee benefit or fringe benefit arrangements, practices, contracts, policies or programs of any type other than programs merely involving the regular payment of wages, commissions, or bonuses established, maintained or contributed to by the Company, whether written or unwritten and whether or not funded. Any such plans listed on Schedule 2.18 hereto are hereinafter referred to as the "Employee Benefit Plans."

(b) All current and prior material documents, including all amendments thereto, with respect to each Employee Benefit Plan have been made available to Parent and SubCo or their advisors.

(c) To the knowledge of the Company, all Employee Benefit Plans are in material compliance with the applicable requirements of ERISA, the Code and any other applicable state, federal or foreign law.

(d) There are no pending claims or lawsuits that have been asserted or instituted against any Employee Benefit Plan, the assets of any of the trusts or funds under the Employee Benefit Plans, the plan sponsor or the plan administrator of any of the Employee Benefit Plans or against any fiduciary of an Employee Benefit Plan with respect to the operation of such plan, nor does the Company have any knowledge of any incident, transaction, occurrence or circumstance that might reasonably be expected to form the basis of any such claim or lawsuit.

(e) There is no pending or, to the knowledge of the Company, contemplated investigation, or pending or possible enforcement action by the Pension Benefit Guaranty Corporation, the Department of Labor, the Internal Revenue Service or any other government agency with respect to any Employee Benefit Plan and the Company has no knowledge of any incident, transaction, occurrence or circumstance which might reasonably be expected to trigger such an investigation or enforcement action.

(f) No actual or, to the knowledge of the Company, contingent liability exists with respect to the funding of any Employee Benefit Plan or for any other expense or obligation of any Employee Benefit Plan, except as disclosed on the financial statements of the Company, and no contingent liability exists under ERISA with respect to any "multi-employer plan," as defined in Section 3(37) or Section 4001(a)(3) of ERISA.

(g) No events have occurred or are expected to occur with respect to any Employee Benefit Plan that would cause a material change in the costs of providing benefits under such Employee Benefit Plan or would cause a material change in the cost of providing for other liabilities of such Employee Benefit Plan.

Section 2.19 Title to Property and Encumbrances. The Company has good and marketable title to all properties and assets used in the conduct of its business (except for property held under valid and subsisting leases that are in full force and effect and which are not in default) free of all Liens and other encumbrances, except Permitted Liens and such ordinary and customary imperfections of title, restrictions and encumbrances as do not, individually or in the aggregate, materially detract from the value of the property or assets or materially impair the use made thereof by the Company in its business. Without limiting the generality of the foregoing, the Company has good and indefeasible title to all of its properties and assets reflected in the Financial Statements, except for property disposed of in the usual and ordinary course of business since the Financial Statement Date and for property held under valid and subsisting leases that are in full force and effect and that are not in default. For purposes of this Agreement, "Permitted Liens" shall mean (a) Liens for taxes and assessments or governmental charges or levies not at the time due or in respect of which the validity thereof shall currently be contested in good faith by appropriate proceedings; (b) Liens in respect of pledges or deposits under workmen's compensation laws or similar legislation, carriers', warehousemen's, mechanics', laborers' and materialmens' and similar Liens, if the obligations secured by such Liens are not then delinquent or are being contested in good faith by appropriate proceedings and (c) Liens incidental to the conduct of the business of the Company that were not incurred in connection with the borrowing of money or the obtaining of advances or credits and which do not in the aggregate materially detract from the value of its property or materially impair the use made thereof by the Company in its business.

Section 2.20 Condition of Properties. All facilities, machinery, equipment, fixtures and other properties owned, leased or used by the Company are in reasonably good operating condition and repair, subject to ordinary wear and tear, and are adequate and sufficient for the Company's business.

Section 2.21 Litigation. There is no legal action, suit, arbitration or other legal, administrative or other governmental proceeding pending or, to the best knowledge of the Company, threatened against or affecting the Company or its properties, assets or business, and after reasonable investigation, the Company is not aware of any incident, transaction, occurrence or circumstance that might reasonably be expected to result in or form the basis for any such action, suit, arbitration or other proceeding. The Company is not in default with respect to any order, writ, judgment, injunction, decree, determination or award of any court or any governmental agency or instrumentality or arbitration authority.

Section 2.22 Licenses. The Company possesses from all appropriate governmental authorities all licenses, permits, authorizations, approvals, franchises and rights necessary for the Company to engage in the business currently conducted by it, all of which are in full force and effect.

Section 2.23 Interested Party Transactions. No officer, director or stockholder of the Company or any Affiliate or "associate" (as such term is defined in Rule 405 under the Securities Act) of any such Person or the Company has or has had, either directly or indirectly, (a) an interest in any

Person that (i) furnishes or sells services or products that are furnished or sold or are proposed to be furnished or sold by the Company or (ii) purchases from or sells or furnishes to the Company any goods or services, or (b) a beneficial interest in any contract or agreement to which the Company is a party or by which it may be bound or affected.

Section 2.24 Environmental Matters.

(a) For purposes of this Agreement, the following terms shall have the meanings provided below:

(i) "Environmental Laws" shall mean the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601, et seq.; the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§ 11001, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et seq.; the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq.; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §§ 136, et seq. and comparable state statutes dealing with the registration, labeling and use of pesticides and herbicides; the Clean Air Act, 42 U.S.C. §§ 7401 et seq.; the Clean Water Act (Federal Water Pollution Control Act), 33 U.S.C. §§ 1251 et seq.; the Safe Drinking Water Act, 42 U.S.C. §§ 300f, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1801, et seq.; as any of the above statutes have been amended as of the date hereof, all rules, regulations and policies promulgated pursuant to any of the above statutes, and any other foreign, federal, state or local law, statute, ordinance, rule, regulation or policy governing environmental matters, as the same have been amended as of the date hereof.

(ii) "Hazardous Material" shall mean any substance or material meeting any one or more of the following criteria: (a) it is or contains a substance designated as or meeting the characteristics of a hazardous waste, hazardous substance, hazardous material, pollutant, contaminant or toxic substance under any Environmental Law; (b) its presence at some quantity requires investigation, notification or remediation under any Environmental Law; or (c) it contains, without limiting the foregoing, asbestos, polychlorinated biphenyls, petroleum hydrocarbons, petroleum derived substances or waste, pesticides, herbicides, crude oil or any fraction thereof, nuclear fuel, natural gas or synthetic gas.

(b) To the knowledge of the Company, the Company has never generated, used, handled, treated, released, stored or disposed of any Hazardous Materials on any real property on which it now has or previously had any leasehold or ownership interest, except in compliance with all applicable Environmental Laws.

(c) To the knowledge of the Company, the historical and present operations of the business of the Company are in compliance with all applicable Environmental Laws, except where any non-compliance has not had and would not reasonably be expected to have a material adverse effect on the Condition of the Company.

Section 2.25 Questionable Payments. Neither the Company nor any director, officer or, to the best knowledge of the Company, agent, employee or other Person associated with or acting on behalf of the Company, has used any corporate funds for unlawful contributions, gifts, entertainment or other unlawful expenses relating to political activity; made any direct or indirect

unlawful payments to government officials or employees from corporate funds; established or maintained any unlawful or unrecorded fund of corporate monies or other assets; made any false or fictitious entries on the books of record of any such corporations; or made any bribe, rebate, payoff, influence payment, kickback or other unlawful payment.

Section 2.26 Obligations to or by Stockholders. Except as set forth on Schedule 2.26, the Company has no liability or obligation or commitment to any Stockholder or any Affiliate or "associate" (as such term is defined in Rule 405 under the Securities Act) of any Stockholder, nor does any Stockholder or any such Affiliate or associate have any liability, obligation or commitment to the Company.

Section 2.27 Disclosure. No representation or warranty by the Company herein and no information disclosed in the schedules or exhibits hereto by the Company contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements contained herein or therein not misleading.

ARTICLE III.
REPRESENTATIONS AND WARRANTIES OF PARENT AND SUBCO

Parent and SubCo represent and warrants to the Company as follows, and acknowledges that the Company is relying upon such representations and warranties in connection with the matters contemplated by this Agreement:

Section 3.01 Organization and Standing. Parent is a corporation duly organized and existing in good standing under the laws of British Columbia. SubCo is a corporation duly organized and existing in good standing under the laws of the State of California. Parent and SubCo have heretofore delivered to the Company complete and correct copies of their respective charter documents and By-laws as now in effect. Parent and SubCo have full corporate power and authority to carry on their respective businesses as they are now being conducted and as now proposed to be conducted and to own or lease their respective properties and assets. Neither Parent nor SubCo has any subsidiaries (except Parent's ownership of SubCo). Parent owns all of the issued and outstanding capital stock of SubCo free and clear of all Liens, and there are no outstanding options, warrants or rights to purchase capital stock or other securities of SubCo, other than the capital stock owned by Parent. Unless the context otherwise requires, all references in this Article III to "Parent" shall be treated as being a reference to Parent and SubCo taken together as one enterprise.

Section 3.02 Corporate Authority. Each of Parent and/or SubCo (as the case may be) has full corporate power and authority to enter into the Merger Documents and the other agreements to be made pursuant to the Merger Documents, and to carry out the transactions contemplated hereby and thereby. All corporate acts and proceedings required for the authorization, execution, delivery and performance of the Merger Documents and such other agreements and documents by Parent and/or SubCo (as the case may be) have been duly and validly taken or will have been so taken prior to the Closing.

Section 3.03 Broker's and Finder's Fees. No Person is entitled by reason of any act or omission of Parent or SubCo to any broker's or finder's fees, commission or other similar compensation

with respect to the execution and delivery of this Agreement or the Certificate of Merger, or with respect to the consummation of the transactions contemplated hereby or thereby.

Section 3.04 Capitalization of Parent. The authorized capital stock of Parent consists of 100 shares of common stock, without par value. Parent has no outstanding options, rights or commitments to issue shares of Parent Common Stock or any other security of Parent or SubCo, and there are no outstanding securities convertible or exercisable into or exchangeable for shares of Parent Common Stock or any other security of Parent or SubCo There is no voting trust, agreement or arrangement among any of the beneficial holders of Parent Common Stock affecting the nomination or election of directors or the exercise of the voting rights of Parent Common Stock. All outstanding shares of the capital stock of Parent are validly issued and outstanding, fully paid and non-assessable, and none of such shares have been issued in violation of the preemptive rights of any Person.

Section 3.05 SubCo SubCo is a wholly-owned Californian subsidiary of Parent that was formed specifically for the purpose of the Merger and that has not conducted any business or acquired any property, and will not conduct any business or acquire any property prior to the Closing Date, except in preparation for and otherwise in connection with the transactions contemplated by this Agreement, the Certificate of Merger and the other agreements to be made pursuant to or in connection with this Agreement and the Certificate of Merger.

Section 3.06 Validity of Shares. The shares of Parent Common Stock to be issued at the Closing pursuant to Section 1.06(a)(ii) hereof, when issued and delivered in accordance with the terms hereof and of the Certificate of Merger, shall be duly and validly issued, fully paid and non-assessable. The issuance of the Parent Common Stock upon consummation of the Merger pursuant to Section 1.06(a)(ii) will be exempt from the registration and prospectus delivery requirements of the Securities Act and from the qualification or registration requirements of any applicable state "Blue Sky" or securities laws.

Section 3.07 Governmental Consents. All material consents, approvals, orders, or authorizations of, or registrations, qualifications, designations, declarations, or filings with any federal or state governmental authority on the part of Parent or SubCo required in connection with the consummation of the Merger shall have been obtained prior to, and be effective as of, the Closing.

Section 3.08 Compliance with Laws and Other Instruments. The execution, delivery and performance by Parent and/or SubCo of this Agreement, the Certificate of Merger and the other agreements to be made by Parent or SubCo pursuant to or in connection with this Agreement or the Certificate of Merger and the consummation by Parent and/or SubCo of the transactions contemplated by the Merger Documents will not cause Parent and/or SubCo to violate or contravene (a) any provision of law, (b) any rule or regulation of any agency or government, (c) any order, judgment or decree of any court or (d) any provision of their respective charters or By-laws as amended and in effect on and as of the Closing Date and will not violate or be in conflict with, result in a breach of or constitute (with or without notice or lapse of time, or both) a default under any material indenture, loan or credit agreement, deed of trust, mortgage, security agreement or other agreement or contract to which Parent or SubCo is a party or by which Parent and/or SubCo or any of their respective properties is bound.

Section 3.09 No General Solicitation. In issuing Parent Common Stock in the Merger hereunder, neither Parent nor anyone acting on its behalf has offered to sell the Parent Common Stock by any form of general solicitation or advertising.

Section 3.10 Binding Obligations. Each of the Merger Documents constitutes a legal, valid and binding obligation of Parent and/or SubCo (as the case may be), each is enforceable against it and/or them in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency, reorganization or other similar laws affecting creditors' rights generally and by general principles of equity.

Section 3.11 Absence of Undisclosed Liabilities. Neither Parent nor SubCo has any material obligation or liability (whether accrued, absolute, contingent, liquidated or otherwise, whether due or to become due), arising out of any transaction entered into at or prior to the Closing.

Section 3.12 Tax Returns and Audits. All required federal, state and local Tax Returns of Parent have been accurately prepared in all material respects and duly and timely filed, and all federal, state and local Taxes required to be paid on or prior to the date hereof with respect to the periods covered by such returns have been paid to the extent that the same are material and have become due, except where the failure so to file or pay could not reasonably be expected to have a material adverse effect upon the Condition of the Parent. Parent is not and has not been delinquent in the payment of any Tax. Parent has not had a Tax deficiency assessed against it. None of Parent's federal income, state and local income and franchise tax returns has been audited by any governmental authority. The reserves for Taxes reflected on the Parent Financial Statements are sufficient for the payment of all unpaid Taxes payable by Parent with respect to the period ended on the Parent Financial Statement Date. To Parent's knowledge, there are no federal, state, local or foreign audits, actions, suits, proceedings, investigations, claims or administrative proceedings relating to Taxes or any Tax Returns of Parent now pending, and Parent has not received any notice of any proposed audits, investigations, claims or administrative proceedings relating to Taxes or any Tax Returns.

Section 3.13 Litigation. There is no legal action, suit, arbitration or other legal, administrative or other governmental proceeding pending or, to the knowledge of Parent, threatened against or affecting Parent or SubCo or any of their respective properties, assets or businesses. To the knowledge of Parent, neither Parent nor SubCo is in default with respect to any order, writ, judgment, injunction, decree, determination or award of any court or any governmental agency or instrumentality or arbitration authority.

Section 3.14 Questionable Payments. Neither Parent, SubCo nor, to the knowledge of Parent, any director, officer, agent, employee or other Person associated with or acting on behalf of Parent or SubCo has used any corporate funds for unlawful contributions, gifts, entertainment or other unlawful expenses relating to political activity; made any direct or indirect unlawful payments to government officials or employees from corporate funds; established or maintained any unlawful or unrecorded fund of corporate monies or other assets; made any false or fictitious entries on the books of record of any such corporations; or made any bribe, rebate, payoff, influence payment, kickback or other unlawful payment.

Section 3.15 Employees. Other than pursuant to ordinary arrangements of at-will employment compensation, Parent is not under any obligation or liability to any officer, director, employee or Affiliate of Parent.

Section 3.16 Disclosure. No representation or warranty by Parent herein and no information disclosed in the schedules or exhibits hereto by Parent contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements contained herein or therein not misleading.

ARTICLE IV.
ADDITIONAL REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE STOCKHOLDERS

Section 4.01 Prior to the Effective Time, a Stockholder Representation Letter in the form attached hereto as Exhibit E ("**Stockholder Representation Letter**") shall be mailed to each holder of record of Company Stock that is to be converted pursuant to hereof into the right to receive Parent Common Stock, which shall contain the representations, warranties and covenants of such Stockholder as set forth therein, including without limitation, (i) that such Stockholder has full right, power and authority to deliver such Company Stock and Stockholder Representation Letter, (ii) that the delivery of such Company Stock will not violate or be in conflict with, result in a breach of or constitute a default under, any indenture, loan or credit agreement, deed of trust, mortgage, security agreement or other agreement or instrument to which such Stockholder is bound or affected, (iii) that such Stockholder has good, valid and marketable title to all shares of Company Stock indicated in such Stockholder Representation Letter and that such Stockholder is not affected by any voting trust, agreement or arrangement affecting the voting rights of such Company Stock, (iv) whether such Stockholder is an "accredited investor," as such term is defined in Regulation D under the Securities Act, and that such Stockholder is acquiring Parent Common Stock for investment purposes, and not with a view to selling or otherwise distributing such Parent Common Stock in violation of the Securities Act or the securities laws of any state, and (v) that such Stockholder has had an opportunity to ask and receive answers to any questions such Stockholder may have had concerning the terms and conditions of the Merger and the Parent Common Stock and has obtained any additional information that such Stockholder has requested. Delivery shall be effected, and risk of loss and title to the Company Stock shall pass, only after the Effective Time and upon delivery to Parent (or an agent of Parent) of (x) certificates, if any, evidencing ownership thereof as contemplated by Section 1.07 hereof (or affidavit and indemnification regarding a lost or undelivered certificate), and (y) the Stockholder Representation Letter containing the representations, warranties and covenants contemplated by this Article IV.

Section 4.02 Prior to the Effective Time, a Warrantholder Acknowledgment and Representation Letter in the form attached hereto as Exhibit F (the "**Warrantholder Representation Letter**") shall be mailed to each holder of record of Company Warrants, and such Warrantholder Representation Letter shall contain the representations, warranties and covenants of such Stockholder as set forth therein.

ARTICLE V.
CONDUCT OF BUSINESSES PENDING THE MERGER.

Section 5.01 Conduct of Business by the Company Pending the Merger. Except as set forth on Schedule 5.01, prior to the Effective Time, unless Parent or SubCo shall otherwise agree in writing or as otherwise contemplated by this Agreement or the other agreements contemplated hereby:

(a) the business of the Company shall be conducted only in the ordinary course;

(b) the Company shall not (i) directly or indirectly redeem, purchase or otherwise acquire or agree to redeem, purchase or otherwise acquire any shares of its capital stock; (ii) amend its Certificate of Incorporation or By-laws except to effectuate the transactions contemplated herein or therein or in the Disclosures or (iii) split, combine or reclassify the outstanding Company Stock or declare, set aside or pay any dividend payable in cash, stock or property or make any distribution with respect to any such stock;

(c) the Company shall not (i) issue or agree to issue any additional shares of, or options, warrants or rights of any kind to acquire any shares of, Company Stock, except to issue shares of Company Stock in connection with any matter contemplated herein or therein or relating to the Disclosures (ii) acquire or dispose of any fixed assets or acquire or dispose of any other substantial assets other than in the ordinary course of business; (iii) incur additional Indebtedness or any other liabilities or enter into any other transaction other than in the ordinary course of business; (iv) enter into any contract, agreement, commitment or arrangement with respect to any of the foregoing; or (v) except as contemplated by this Agreement, enter into any contract, agreement, commitment or arrangement to dissolve, merge, consolidate or enter into any other material business combination;

(d) the Company shall use its best efforts to preserve intact the business organization of the Company, to keep available the service of its present officers and key employees, and to preserve the good will of those having business relationships with it; and

(e) the Company will not, nor will it authorize any director or authorize or permit any officer or employee or any attorney, accountant or other representative retained by it to, make, solicit, encourage any inquiries with respect to, or engage in any negotiations concerning, any Acquisition Proposal (as defined below for purposes of this paragraph). The Company will promptly advise Parent orally and in writing of any such inquiries or proposals (or requests for information) and the substance thereof. As used in this paragraph, "Acquisition Proposal" shall mean any proposal for a merger or other business combination involving the Company or for the acquisition of a substantial equity interest in it or any material assets of it other than as contemplated by this Agreement. The Company will immediately cease and cause to be terminated any existing activities, discussions or negotiations with any Person conducted heretofore with respect to any of the foregoing.

Section 5.02 Conduct of Business by Parent and SubCo Pending the Merger. Prior to the Effective Time, unless the Company shall otherwise agree in writing or as otherwise contemplated by this Agreement or the other agreements contemplated hereby:

(a) the business of Parent and SubCo shall be conducted only in the ordinary course; provided, however, that Parent shall take the steps necessary to have discontinued its

existing business without liability to Parent or SubCo or the Surviving Corporation immediately following the Effective Time;

(b) neither Parent nor SubCo shall (i) directly or indirectly redeem, purchase or otherwise acquire or agree to redeem, purchase or otherwise acquire any shares of its capital stock; (ii) amend its charter or by-laws other than to effectuate the transactions contemplated hereby; or (iii) split, combine or reclassify its capital stock or declare, set aside or pay any dividend payable in cash, stock or property or make any distribution with respect to such stock;

(c) except in connection with the Merger, neither Parent nor SubCo shall (i) issue or agree to issue any additional shares of, or options, warrants or rights of any kind to acquire shares of, its capital stock; (ii) acquire or dispose of any assets (except for dispositions in connection with Section 5.02(a) hereof); (iii) incur additional Indebtedness or any other liabilities or enter into any other transaction; (iv) enter into any contract, agreement, commitment or arrangement with respect to any of the foregoing; or (v) except as contemplated by this Agreement, enter into any contract, agreement, commitment or arrangement to dissolve, merge, consolidate or enter into any other material business contract or enter into any negotiations in connection therewith;

(d) neither Parent nor SubCo will, nor will they authorize any director or authorize or permit any officer or employee or any attorney, accountant or other representative retained by them to, make, solicit, encourage any inquiries with respect to, or engage in any negotiations concerning, any Acquisition Proposal (as defined below for purposes of this paragraph). Parent will promptly advise the Company orally and in writing of any such inquiries or proposals (or requests for information) and the substance thereof. As used in this paragraph, "Acquisition Proposal" shall mean any proposal for a merger or other business combination involving the Parent or SubCo or for the acquisition of a substantial equity interest in either of them or any material assets of either of them other than as contemplated by this Agreement, but for greater certainty shall not include any transactions or business combinations taking effect in connection with the Merger or the entity being created upon completion of the Merger. Parent will immediately cease and cause to be terminated any existing activities, discussions or negotiations with any Person conducted heretofore with respect to any of the foregoing; and

(e) neither Parent nor SubCo will enter into any new employment agreements with any of their officers or employees or grant any increases in the compensation or benefits of their officers and employees.

ARTICLE VI.
ADDITIONAL AGREEMENTS

Section 6.01 Access and Information. The Company, on the one hand, and Parent and SubCo, on the other hand, shall each afford to the other and to the other's accountants, counsel and other representatives full access during normal business hours throughout the period prior to the Effective Time to all of its properties, books, contracts, commitments and records (including but not limited to tax returns) and during such period, each shall furnish promptly to the other all information concerning its business, properties and personnel as such other party may reasonably request. Each party shall hold, and shall cause its employees and agents to hold, in confidence all

such information and shall use such information only to effect the transactions contemplated hereby and as otherwise expressly permitted herein (other than such information that (a) is already in such party's possession or (b) becomes generally available to the public other than as a result of a disclosure by such party or its directors, officers, managers, employees, agents or advisors, or (c) becomes available to such party on a non-confidential basis from a source other than the other party hereto or its advisors, provided that such source is not known by such party to be bound by a confidentiality agreement with or other obligation of secrecy to the other party hereto until such time as such information is otherwise publicly available; provided, however, that (i) any such information may be disclosed to such party's directors, officers, employees and representatives of such party's advisors who need to know such information for the purpose of evaluating the transactions contemplated hereby (it being understood that such directors, officers, employees and representatives shall be informed by such party of the confidential nature of such information and bound by confidentiality and non-use obligations no less restrictive than those set forth herein), (ii) any disclosure of such information may be made as to which the party hereto furnishing such information has consented in writing, and (iii) any such information may be disclosed pursuant to a judicial, administrative or governmental order or request or applicable laws or rules of the Commission; provided, however, that the requested party will promptly so notify the other party so that the other party may seek a protective order or appropriate remedy and/or waive compliance with this Agreement and if such protective order or other remedy is not obtained or the other party waives compliance with this provision, the requested party will furnish only that portion of such information that is legally required and will exercise its best efforts to obtain a protective order or other reliable assurance that confidential treatment will be accorded the information furnished). If this Agreement is terminated, each party will deliver to the other all documents and other materials (including copies) obtained by such party or on its behalf from the other party as a result of this Agreement or in connection herewith, whether so obtained before or after the execution hereof.

Section 6.02 Additional Agreements. Subject to the terms and conditions herein provided, each of the parties hereto shall use its commercially reasonable efforts to take, or cause to be taken, all action and to do, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations to consummate and make effective the transactions contemplated by this Agreement, including using its commercially reasonable efforts to satisfy the conditions precedent to the obligations of any of the parties hereto, to obtain all necessary waivers, consents, approvals and to lift any injunction or other legal bar to the Merger (and, in such case, to proceed with the Merger as expeditiously as possible). In order to obtain any necessary governmental or regulatory action or non-action, waiver, consent, extension or approval, each of Parent, SubCo and the Company agrees to take all reasonable actions and to enter into all reasonable agreements as may be necessary to obtain timely governmental or regulatory approvals and to take such further action in connection therewith as may be necessary. In case at any time after the Effective Time any further action is necessary or desirable to carry out the purposes of this Agreement, the proper officers and/or directors of Parent, SubCo and the Company shall take all such necessary action.

Section 6.03 Publicity. No party shall issue any press release or public announcement pertaining to the Merger that has not been agreed upon in advance by Parent and the Company, except as Parent reasonably determines to be necessary in order to comply with the rules of the Commission or of the principal trading exchange or market for the Parent Common Stock, provided, that in

such case Parent will use its best efforts to allow the Company to review and reasonably approve any such press release or public announcement prior to its release.

Section 6.04 Appointment of Directors and Officers. As of the Effective Time, Parent shall cause the persons listed as officers and directors in Exhibit D hereto to be elected to the Board of Directors of Parent or appointed to the offices of Parent as set forth therein. At the first annual meeting of Parent's stockholders and thereafter, the election of members of Parent's Board of Directors shall be accomplished in accordance with the By-laws of Parent and the rules of the Commission.

Section 6.05 Parent Name. The parties acknowledge and agree that Parent has authorization for use of the name "Juva Life Inc.", and to the extent the Company holds any rights in or to such name, the Company hereby grants to Parent a non-exclusive right to use such name, including, without limitation, any trade name, service name, service mark or trade dress rights of the Company therein or thereto.

Section 6.06 Disclosure. Concurrently with the execution of this Agreement, the Company shall deliver to Parent and SubCo all schedules and exhibits to be attached hereto. Such schedules and exhibits, including, without limitation, the Disclosures, and all updates thereto shall be prepared in good faith and contain accurate, true, correct and complete information. From the date of execution of this Agreement through the Closing, the Company will promptly notify Parent and SubCo if the Company becomes aware of any fact, circumstance or condition that causes or constitutes a breach of any of the Company's representations or warranties (with each such fact, circumstance or condition, an "Update"). Should any such fact, circumstance or condition require any change in the Disclosures if the Disclosures were dated the date of the occurrence or discovery of such fact, circumstance or condition, the Company will promptly deliver to Parent and SubCo a written description of the Update which shall amend and supplement the Disclosures for purposes of determining the accuracy of any representations and warranties made by the Company in this Agreement and whether the conditions set forth in Article VII have been satisfied.

Section 6.07 Broker's and Finder's Fees. Parent and SubCo jointly and severally, on the one hand, and the Company, on the other hand, shall indemnify and hold each other harmless from and against any and all claims, losses or liabilities for any finder, broker or similar commission, fee or other compensation as a result of the claim by any Person that the indemnifying party or parties introduced or assisted them in connection with the transactions contemplated by or described herein.

Section 6.08 Transfer Restrictions.

(a) The Company realizes that the Parent Common Stock to be received by the Stockholders pursuant to Section 1.06(a) (the "Merger Consideration") is not registered under the Securities Act, or any foreign or state securities laws. The Company agrees that the Merger Consideration may not be sold, offered for sale, pledged, hypothecated, or otherwise transferred (collectively, a "Transfer") by the recipient thereof except in compliance with the Securities Act, if applicable, and applicable foreign and state securities laws. The Company understands that the Merger Consideration can only be Transferred pursuant to registration under the Securities Act or pursuant to an exemption therefrom. The Company understands that to Transfer the Merger

Consideration may require in some jurisdictions specific approval by the appropriate governmental agency or commission in such jurisdiction.

(b) To enable Parent to enforce the transfer restrictions contained in Section 6.10(a), the Company hereby consents to the placing of legends upon stock certificates representing, and stop-transfer orders with the transfer agent of the Parent Common Stock with respect to, the Merger Consideration, including, without limitation, the following:

> "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 AGREES FOR THE BENEFIT OF 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; (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 PARAGRAPH (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."

ARTICLE VII.
CONDITIONS TO PARTIES' OBLIGATIONS

Section 7.01 Conditions to Parent and SubCo Obligations. The obligations of Parent and SubCo under this Agreement and the Certificate of Merger are subject to the fulfillment, at or prior to the Closing, of the following conditions, any of which may be waived in whole or in part by Parent:

(a) The representations and warranties of the Company under this Agreement, as modified or qualified by any Disclosure or Update, shall be deemed to have been made again on the Closing Date and shall then be true and correct in all material respects.

(b) The Company shall have performed and complied in all material respects with all agreements and conditions required by this Agreement to be performed or complied with by it on or before the Closing Date.

(c) No action or proceeding before any court, governmental body or agency shall have been threatened, asserted or instituted to restrain or prohibit, or to obtain substantial damages in respect of, this Agreement or the Certificate of Merger or the carrying out of the transactions contemplated by the Merger Documents.

(d) Parent and SubCo shall have received the following:

(i) Copies of resolutions of the Board of Directors and the Stockholders of the Company, certified by the Secretary of the Company, authorizing and approving the execution, delivery and performance of the Merger Documents and all other documents and instruments to be delivered pursuant hereto and thereto.

(ii) A certificate of incumbency executed by the Secretary of the Company certifying the names, titles and signatures of the officers authorized to execute any documents referred to in this Agreement and further certifying that the Certificate of Incorporation and By-laws of the Company delivered to Parent and SubCo at the time of the execution of this Agreement have been validly adopted and have not been amended or modified.

(iii) A certificate, dated as of the Closing Date, executed by the President and Chief Executive Officer of the Company certifying that the conditions set forth in this Section 7.01 with respect to the Company have been satisfied.

(iv) Evidence as of a recent date and within five (5) days of the Closing Date of the good standing and corporate existence of the Company issued by the Secretary of State of the State of California and evidence that the Company is qualified to transact business as a foreign corporation and is in good standing in each state of the United States and in each other jurisdiction where the character of the property owned or leased by it or the nature of its activities makes such qualification necessary.

(v) Such additional supporting documentation and other information with respect to the transactions contemplated hereby as Parent and SubCo may reasonably request not less than five (5) business days prior to the Closing Date.

(e) Not less than the requisite Stockholders as required by the CCC shall have approved, by written consent or by a vote at a duly noticed meeting of the Stockholders pursuant to the CCC, this Agreement and the Certificate of Merger and the transactions contemplated and described hereby and thereby, including, without limitation, the Merger.

(f) Parent shall have received Stockholder Representation Letters executed by all Stockholders of the issued and outstanding shares of Company Stock.

(g) Since the date of this Agreement, there shall not have been any material adverse effect with respect to the Company.

(h) The dissenting Stockholders for which demands for an appraisal thereof have not been withdrawn or for which the holders thereof have not failed to perfect or otherwise waived or lost appraisal rights under the applicable provisions of Chapter 13 of the CCC shall hold less than fifty percent (50%) of the issued and outstanding shares of Company Stock.

(i) All corporate and other proceedings and actions taken in connection with the transactions contemplated hereby and all certificates, agreements, instruments and documents mentioned herein or incident to any such transactions shall be reasonably satisfactory in form and

substance to Parent and SubCo The Company shall furnish to Parent and SubCo such supporting documentation and evidence of the satisfaction of any or all of the conditions precedent specified in this Section 7.01 as Parent or its counsel may reasonably request.

Section 7.02 Conditions to the Company's Obligations. The obligations of the Company under this Agreement and the Certificate of Merger are subject to the fulfillment, at or prior to the Closing, of the following conditions, any of which may be waived in whole or in part by the Company:

(a) The representations and warranties of Parent and SubCo under this Agreement shall be deemed to have been made again on the Closing Date and shall then be true and correct in all material respects.

(b) Parent and SubCo shall have performed and complied in all material respects with all agreements and conditions required by this Agreement and the Certificate of Merger to be performed or complied with by them on or before the Closing Date.

(c) The Company shall have received the following:

(i) Copies of resolutions of Parent's and SubCo's respective boards of directors and the sole stockholder of SubCo, certified by their respective Secretaries, authorizing and approving, to the extent applicable, the execution, delivery and performance of this Agreement, the Certificate of Merger and all other documents and instruments to be delivered by them pursuant hereto and thereto.

(ii) A certificate of incumbency executed by the respective Secretaries of Parent and SubCo certifying the names, titles and signatures of the officers authorized to execute the documents referred to in this Agreement and further certifying that the charters and By-laws of Parent and SubCo appended thereto have not been amended or modified.

(iii) A certificate, dated as of the Closing Date, executed by the President and Chief Financial Officer of each of the Parent and SubCo, certifying that the conditions set forth in this Section 7.02 with respect to Parent and SubCo have been satisfied.

(iv) Evidence as of a recent date and within five (5) days of the Closing Date of the good standing and corporate existence of each of Parent and SubCo issued by the registrar of Companies of British Columbia and the Secretary of State of the State of California, respectively, and evidence that Parent and SubCo are qualified to transact business as foreign corporations and are in good standing in each state of the United States and in each other jurisdiction where the character of the property owned or leased by them or the nature of their activities makes such qualification necessary.

(v) Such additional supporting documentation and other information with respect to the transactions contemplated hereby as the Company may reasonably request not less than five (5) business days prior to the Closing Date.

(d) Not less than the requisite Stockholders as required by the CCC shall have approved, by written consent or by a vote at a duly noticed meeting of the stockholders pursuant to the CCC, this Agreement and the Certificate of Merger and the transactions contemplated and described hereby and thereby, including, without limitation, the Merger.

(e) As of immediately prior to the Effective Time, the total number of issued and outstanding shares of Parent Common Stock shall not exceed 100 shares of Parent Common Stock.

(f) All corporate and other proceedings and actions taken in connection with the transactions contemplated hereby and all certificates, opinions, agreements, instruments and documents mentioned herein or incident to any such transactions shall be satisfactory in form and substance to the Company. Parent and SubCo shall furnish to the Company such supporting documentation and evidence of satisfaction of any or all of the conditions specified in this Section 7.02 as the Company may reasonably request.

(g) No action or proceeding before any court, governmental body or agency shall have been threatened, asserted or instituted to restrain or prohibit, or to obtain substantial damages in respect of, this Agreement or the Certificate of Merger or the carrying out of the transactions contemplated by the Merger Documents.

(h) The Parent shall have entered into a side letter agreement with Doug Chloupek and Rakesh Patel whereby they will be eligible to receive certain performance-based compensation, in a form mutually acceptable to the parties, which side letter agreement shall be in full force and effect as of the Effective Time.

ARTICLE VIII.
NON-SURVIVAL OF REPRESENTATIONS AND WARRANTIES

The representations and warranties of the parties made in Article II and Article III of this Agreement (including the Schedules to this Agreement, which are hereby incorporated by reference) shall not survive beyond the Effective Time. This Article VIII shall not limit any claim in any way based upon any certificate, opinion, covenant, or agreement which by its terms is relied upon by a party or contemplates performance after the Effective Time or pursuant to any other certificate, statement or agreement or any claim for fraud.

ARTICLE IX.
TERMINATION PRIOR TO CLOSING

Section 9.01 Termination of Agreement. This Agreement may be terminated at any time prior to the Closing:

(a) By the mutual written consent of the Company, SubCo and Parent;

(b) By the Company, if Parent or SubCo (i) fails to perform in any material respect any of its agreements contained herein required to be performed by it on or prior to the Closing Date, including those set forth in Section 6.09 or (ii) materially breaches any of its

representations, warranties or covenants contained herein, which failure or breach is not cured within thirty (30) days after the Company has notified Parent and SubCo, as applicable, of its intent to terminate this Agreement pursuant to this paragraph (b);

(c) By Parent and SubCo if the Company (i) fails to perform in any material respect any of its agreements contained herein required to be performed by it on or prior to the Closing Date or (ii) materially breaches any of its representations, warranties or covenants contained herein, which failure or breach is not cured within thirty (30) days after Parent or SubCo has notified the Company of its intent to terminate this Agreement pursuant to this paragraph (c);

(d) By either the Company, on the one hand, or Parent and SubCo, on the other hand, if there shall be any order, writ, injunction or decree of any court or governmental or regulatory agency binding on Parent, SubCo or the Company that prohibits or materially restrains any of them from consummating the transactions contemplated hereby, provided that the parties hereto shall have used their best efforts to have any such order, writ, injunction or decree lifted and the same shall not have been lifted within ninety (90) days after entry by any such court or governmental or regulatory agency; or

(e) By either the Company, on the one hand, or Parent and SubCo, on the other hand, if the Closing has not occurred on or prior to July 31, 2019, or as otherwise agreed between the parties, for any reason other than delay or nonperformance of the party seeking such termination.

Section 9.02 Termination of Obligations. Termination of this Agreement pursuant to this Article IX shall terminate all obligations of the parties hereunder, except for the obligations under Section 10.03 and Section 10.14; provided, however, that termination pursuant to paragraphs (b) or (c) of Section 9.01 shall not relieve the defaulting or breaching party or parties from any liability to the other parties hereto.

ARTICLE X.
MISCELLANEOUS

Section 10.01 Notices. Any notice, request or other communication hereunder shall be given in writing and shall be served either personally, by overnight delivery or delivered by mail, certified return receipt and addressed to the following addresses:

(a) If to Parent or SubCo:

Juva Life Inc.
[Address Redacted]

Attention: Mathew Lee

With a copy to:

McMillan LLP
[Address Redacted]

(b) If to the Company:

Juva Life Inc.
[Address Redacted]

With a copy to:

Greenberg Traurig, LLP
[Address Redacted]

Notices shall be deemed received at the earlier of actual receipt or three (3) business days following mailing.

Section 10.02 Entire Agreement. This Agreement, including the schedules and exhibits attached hereto and other documents referred to herein, contains the entire understanding of the parties hereto with respect to the subject matter hereof. This Agreement supersedes all prior agreements and undertakings between the parties with respect to such subject matter.

Section 10.03 Expenses. It is understood by the parties that all costs incurred in connection with pursuing and implementing the transactions contemplated herein will be borne by the party incurring the costs.

Section 10.04 Time. Time is of the essence in the performance of the parties' respective obligations herein contained.

Section 10.05 Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 10.06 Waiver. At any time prior to the Effective Time, Parent or SubCo, on the one hand, or the Company, on the other hand, may with respect to the other party(ies) hereto (a) extend the time for performance of any of the obligations or other acts, (b) waive any inaccuracies in the representations and warranties contained herein or in any document delivered pursuant hereto, or (c) unless prohibited by applicable law, waive compliance with any of the agreements or conditions contained herein. Any such extension or waiver shall be valid if set forth in an instrument in writing signed by the party or parties to be bound thereby.

Section 10.07 Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 10.08 Attorneys Fees. If any action or proceeding relating to this Agreement, or the enforcement of any provision of this Agreement is brought by a party hereto against any party hereto, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements (in addition to any other relief to which the prevailing party may be entitled).

Section 10.09 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and heirs; provided, however, that no party hereto shall directly or indirectly transfer or assign any of its rights hereunder in whole or in part without the written consent of the others, which may be withheld in its sole discretion, and any such transfer or assignment without said consent shall be void.

Section 10.10 No Third Parties Benefited. This Agreement is made and entered into for the sole protection and benefit of the parties hereto, their successors, assigns and heirs, and no other Person shall have any right or action under this Agreement.

Section 10.11 Counterparts. This Agreement may be executed in one or more counterparts, with the same effect as if all parties had signed the same document. Each such counterpart shall be an original, but all such counterparts together shall constitute a single agreement. This Agreement will become effective when each party to this Agreement will have received counterparts signed by all of the other parties. This Agreement, to the extent a signed version hereof or signature hereto is delivered by means of a facsimile machine or electronic mail (any such delivery, an "Electronic Delivery"), shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party hereto, each other party hereto shall re-execute original forms hereof and deliver them in person to all other parties. No party hereto shall raise the use of Electronic Delivery to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of Electronic Delivery as a defense to the formation of a contract, and each such party forever waives any such defense, except to the extent such defense related to lack of authenticity.

Section 10.12 Recitals, Schedules and Exhibits. The recitals, schedules and exhibits to this Agreement are incorporated herein and, by this reference, made a part hereof as if fully set forth herein.

Section 10.13 Section Headings and Gender. The Section headings used herein are inserted for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other genders, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural, and vice versa, whenever and as often as may be appropriate.

Section 10.14 Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of California, without regard to the principles of conflicts of laws thereof.

Section 10.15 Amendment. This Agreement may be amended solely by a writing executed and delivered by each of the parties hereto; provided, that, subsequent to approval of this Agreement by the Stockholders, this Agreement may not be amended to: (a) change the amount or kind of shares or other securities, interests, obligations, rights to acquire shares or other securities, cash, or other property to be received by the Stockholders upon conversion of their shares of Company Stock hereunder; (b) change the Certificate of Incorporation of the Company that will be the Certificate of Incorporation of the Surviving Corporation after the Closing, except for changes permitted by applicable provisions of CCC or other applicable law and changes that are expressly set forth herein; or (c) change any of the other terms or conditions of the Agreement if the change would adversely affect the Stockholders in any material respect.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be binding and effective as of the day and year first written above.

PARENT:
JUVA LIFE INC.

By: *(signed) "Mathew Lee"*
Name: Mathew Lee
Title: Director

SUBCO:
JUVA HOLDINGS (CALIFORNIA) LTD.

By: *(signed) "Mathew Lee"*
Name: Mathew Lee
Title: Director

THE COMPANY:
JUVA LIFE INC.

By: *(signed) "Doug Chloupek"*
Name: Doug Chloupek
Title: Chief Executive Officer

[COUNTERPART SIGNATURE PAGE TO AGREEMENT AND PLAN OF MERGER]

EXHIBIT A

CERTIFICATE OF MERGER

A0828749

FILED
Secretary of State
State of California
MAY 30 2019

4148107 SRV

AGREEMENT OF MERGER

This Agreement of Merger (this "Agreement"), is made as of May 15, 2019, by and among Juva Holdings (California) Ltd. ("Merger Sub"), and a wholly owned subsidiary of Juva Life Inc., a company incorporated under the laws of the Province of British Columbia ("Parent"), and Juva Life, Inc., a California corporation (the "Company").

RECITALS

A. Parent, Merger Sub and the Company have entered into an Agreement and Plan of Merger (the "Merger Agreement"), dated as of May 15, 2019, providing for certain representations, warranties, covenants and agreements in connection with the transactions contemplated hereby. This Agreement and the Merger Agreement are intended to be construed together to effectuate their purpose.

B. The Boards of Directors of Parent, Merger Sub and the Company have approved a merger pursuant to which the Company shall be acquired through a merger of Merger Sub with and into the Company, with the Company continuing as the surviving corporation and a wholly owned subsidiary of Parent (the "Merger").

C. The Boards of Directors of Parent, Merger Sub and the Company and the shareholders of the Company and Merger Sub have approved this Agreement and the Merger.

AGREEMENTS

The parties hereto hereby agree as follows:

1. The Merger. Subject to the terms and conditions set forth in the Merger Agreement, in accordance with the California General Corporation Law, at the Effective Time (as defined below), Merger Sub shall be merged with and into the Company. From and after the Effective Time, the separate corporate existence of Merger Sub shall cease and the Company shall continue as the surviving corporation. The Company after the Effective Time of the Merger is sometimes referred to herein as the "Surviving Corporation".

2. Effective Time. The Merger shall become effective at such time (the "Effective Time") as this Agreement and the officers' certificates of each of Merger Sub and the Company are accepted for filing with the Secretary of State of the State of California pursuant to Section 1103 of the California General Corporation Law.

3. Conversion. At the Effective Time, by virtue of the Merger and without any action on the part of any Party or the holder of any Company Shares:

(a) each share of Common Stock of the Company issued and outstanding immediately prior to the Effective Time (other than any shares of the Company held in the Company's treasury) shall be converted into one share of Common Stock of the Parent;

(b) any share of Common Stock of the Company held in the Company's treasury immediately prior to the Effective Time shall be cancelled and retired without payment of any consideration therefore; and

(c) all options to acquire Common Stock of the Company outstanding immediately prior to the Effective Time will cease to represent a right to acquire shares of Common Stock of the Company and shall represent the right to acquire an equal number of shares of the Common Stock of the Parent, in accordance with their terms.

(d) all warrants to acquire Common Stock of the Company outstanding immediately prior to the Effective Time will cease to represent a right to acquire shares of Common Stock of the Company and shall represent the right to acquire an equal number of shares of the Common Stock of the Parent, in accordance with their terms.

4. Merger Sub Common Stock. Each share of Common Stock of Merger Sub issued and outstanding immediately prior to the Effective Time shall be converted into and thereafter evidence one share of Common Stock of the Surviving Corporation.

5. Conversion of Company Securities. The conversion of Company stock pursuant to Section 3 hereof shall occur automatically at the Effective Time without action by the holders thereof. Each holder of Company stock shall thereupon have the right to receive a portion of the Merger consideration in accordance with Section 3 hereof as described in more detail in the Merger Agreement upon compliance with the exchange procedures set forth therein.

6. Effect of the Merger. At the Effective Time, the separate existence of Merger Sub shall cease, and the Company, as the Surviving Corporation, shall succeed, without other transfer, to all of the rights and properties of Merger Sub and shall be subject to all of the debts and liabilities thereof in the same manner as if Merger Sub had itself incurred them. All rights of creditors and all liens upon the property of each corporation shall be preserved unimpaired, provided that such liens upon property of each corporation shall be limited to the property affected thereby immediately prior to the Effective Time. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all the property, rights, privileges, powers and franchises of Merger Sub shall vest in the Surviving Corporation, and all debts, liabilities and duties of Merger Sub shall become the debts, liabilities and duties of the Surviving Corporation.

7. Articles of Incorporation; Directors and Officers of the Surviving Corporation.

(a) The Articles of Incorporation of the Company immediately prior to the Effective Time shall continue in full force and effect as the Articles of Incorporation of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

(b) The directors and officers of the Company immediately prior to the Effective Time shall be the directors and officers of the Surviving Corporation, each to hold office in accordance with the Articles of Incorporation and Bylaws of the Surviving Corporation.

8. Miscellaneous.

(a) This Agreement may be signed in two or more counterparts, each of which shall be deemed an original and all of which shall constitute one agreement.

(b) This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto; provided, that no amendment will be made which, under the applicable provisions of the California General Corporation Law, requires the further approval of shareholder without obtaining such further approval.

(c) Notwithstanding the approval of this Agreement by the shareholders of Merger Sub and the Company, this Agreement (i) may be terminated at any time prior to the Effective Time by mutual agreement of the Boards of Directors Parent, Merger Sub and the Company and (ii) shall terminate forthwith in the event that the Merger Agreement be terminated as provided therein.

(d) This Agreement shall be governed by and construed in accordance with the laws of the State of California, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

[*Remainder of Page Intentionally Left Blank*]

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

JUVA LIFE, INC.
a California corporation

By *"Douglas Chloupek"*
Douglas Chloupek
President

By: *"Mathew Lee"*
Mathew Lee
Secretary

JUVA HOLDINGS (CALIFORNIA) LTD.
a California corporation

By: *"Mathew Lee"*
Mathew Lee
President and Secretary

OFFICERS' CERTIFICATE
OF
JUVA LIFE, INC.

Douglas Chloupek, the President and Mathew Lee, the Secretary of Juva Life, Inc., a corporation duly incorporated and existing under the laws of the State of California (the "Company"), do hereby certify that:

1. They are the President and Secretary, respectively, of the Company.

2. The authorized capital stock of the Company consists of 150,000,000 shares of common stock (the "Common Stock"), of which, as of the date of this Agreement, 86,055,636 shares are issued and outstanding and no shares are held in the treasury of the Company.

3. The Agreement of Merger in the form attached hereto was duly approved by the Board of Directors of the Company in accordance with the California Corporations Code.

4. The approval of the Agreement of Merger by the holders of at least a majority of the outstanding shares of Common Stock was required. The percentage of outstanding shares of Common Stock of the Company entitled to vote on the Agreement of Merger that voted to approve the Agreement of Merger equaled or exceeded the vote required.

Each of the undersigned further declares under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of their own knowledge.

IN WITNESS WHEREOF, the undersigned have executed this Officers' Certificate effective as of this 15th day of May, 2019.

"Douglas Chloupek"
Douglas Chloupek
President

"Mathew Lee"
Mathew Lee
Secretary

[Corticon Officers' Certificate Signature Page]

A0828749

OFFICERS' CERTIFICATE
OF
JUVA HOLDINGS (CALIFORNIA) LTD.

Mathew Lee, the President and Secretary of Juva Holdings (California) Ltd., a corporation duly incorporated and existing under the laws of the State of California (the "Corporation"), does hereby certify that:

1. He is the President and Secretary of the Corporation.

2. The authorized capital stock of the Corporation consists of 100 shares of common stock (the "Common Stock"), of which, as of the date of this Agreement, 100 shares are issued and outstanding and no shares are held in the treasury of the Corporation.

3. The Agreement of Merger in the form attached hereto was duly approved by the Board of Directors of the Corporation in accordance with the California Corporations Code.

4. The approval of the Agreement of Merger by the holders of at least a majority of the outstanding shares of Common Stock was required. The percentage of outstanding shares of Common Stock of the Corporation entitled to vote on the Agreement of Merger that voted to approve the Agreement of Merger equaled or exceeded the vote required.

5. Equity consideration is to be paid by Juva Life Inc., a company incorporated under the laws of the Province of British Columbia ("Parent"), and the required vote of the shareholders of Parent was obtained.

The undersigned further declares under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of his own knowledge.

IN WITNESS WHEREOF, the undersigned have executed this Officers' Certificate effective as of this 15th day of May, 2019.

"Mathew Lee"
Mathew Lee
President and Secretary

I hereby certify that the foregoing transcript of 8 page(s) is a full, true and correct copy of the original record in the custody of the California Secretary of State's office.

MAY 30 2019

Date: _____

ALEX PADILLA, Secretary of State

EXHIBIT B

CERTIFICATE OF INCORPORATION OF THE COMPANY

4168107

ARTICLES OF INCORPORATION

OF

JUVA LIFE, INC.

FILED
Secretary of State
State of California
JUN 29 2018

Article I

The name of this corporation is Juva Life, Inc.

Article II

The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

Article III

The name in the State of California of this corporation's initial agent for service of process is Corporation Service Company which will do business in California as CSC-Lawyers Incorporating Service.

Article IV

This corporation is authorized to issue one class of stock, designated "Common Stock". The total number of shares of Common Stock this corporation is authorized to issue is One Hundred Fifty Million (150,000,000) shares.

Article V

1. Limitation of Directors' Liability. The liability of the directors of this corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.

2. Indemnification of Corporate Agents. This corporation is authorized to provide indemnification of agents (as defined in Section 317 of the California Corporations Code) through bylaw provisions, agreements with agents, votes of shareholders or disinterested directors or otherwise, in excess of the indemnification otherwise permitted by Section 317 of the California Corporations Code, subject only to the applicable limits set forth in Section 204 of the California Corporations Code with respect to actions for breach of duty to this corporation and its shareholders.

3. Repeal or Modification. Any repeal or modification of the foregoing provisions of this Article V shall not adversely affect any right or protection of an agent of this corporation relating to acts or omissions occurring prior to such repeal or modification.

Article VI

This corporation's street and mailing address is 2880 Zanker Road, Suite 203, San Jose, California 95134.

IN WITNESS WHEREOF, the undersigned Incorporator has executed these Articles of Incorporation this 27th day of June, 2018.

"Saxon Peters"

Saxon Peters, Incorporator

EXHIBIT C

BY-LAWS OF THE COMPANY

BYLAWS

OF

JUVA LIFE, INC.

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BYLAWS

OF

JUVA LIFE, INC.

ARTICLE I

CORPORATE OFFICES

1.1 Principal Office.

The Board of Directors (the "Board") shall fix the location of the principal executive office of the Corporation at any place within or outside the State of California. If the principal executive office is located outside California and the Corporation has one or more business offices in California, then the Board shall fix and designate a principal business office in California.

1.2 Other Offices.

The Board may at any time establish branch or subordinate offices at any place or places within or without the State of California as the Board deems appropriate.

ARTICLE II

MEETINGS OF SHAREHOLDERS

2.1 Place of Meetings.

Meetings of the shareholders shall be held at any place within or outside the State of California as designated by the Board. In the absence of any such designation, shareholders' meetings shall be held at the principal executive office of the Corporation or at any place consented to in writing by all persons entitled to vote at such meeting, given either before or after the meeting and filed with the Secretary of the Corporation.

2.2 Annual Meeting.

An annual meeting of shareholders shall be held each year on a date and at a time designated by the Board. At that meeting, directors shall be elected. Any other proper business may be transacted at the annual meeting of shareholders.

2.3 Special Meetings.

Special meetings of the shareholders may be called at any time, subject to the provisions of Sections 2.4 and 2.5 of these Bylaws, by the Board, the Chairman of the Board, the President or the holders of shares entitled to cast not less than ten percent (10%) of the votes at that meeting.

If a special meeting is called by anyone other than the Board or the President or the Chairman of the Board, then the request shall be in writing, specifying the time of such meeting and the general nature of the business proposed to be transacted, and shall be delivered personally or sent by registered mail or by other written communication to the Chairman of the Board, the President, any Vice President or the Secretary of the Corporation. The officer receiving the request forthwith shall cause notice to be given to the shareholders entitled to vote, in accordance with the provisions of Sections 2.4 and 2.5 of these Bylaws, that a meeting will be held at the time requested by the person or persons calling the meeting, so long as that time is not less than thirty-five (35) nor more than sixty (60) days after the receipt of the request. If the notice is not given within twenty (20) days after receipt of the request, then the person or persons requesting the meeting may give the notice. Nothing contained in this paragraph of this Section 2.3 shall be construed as limiting, fixing or affecting the time when a meeting of shareholders called by action of the Board may be held.

2.4 Notice of Shareholders' Meetings.

All notices of meetings of shareholders shall be sent or otherwise given in accordance with Section 2.5 of these Bylaws not less than ten (10) (or, if sent by third-class mail pursuant to Section 2.5 of these Bylaws, not less than thirty (30)) nor more than sixty (60) days before the date of the meeting to each shareholder entitled to vote thereat. Such notice shall state the place, date, and hour of the meeting and (a) in the case of a special meeting, the general nature of the business to be transacted, and no business other than that specified in the notice may be transacted, or (b) in the case of the annual meeting, those matters which the Board, at the time of the mailing of the notice, intends to present for action by the shareholders, but, subject to the provisions of the next paragraph of this Section 2.4, any proper matter may be presented at the meeting for such action. The notice of any meeting at which Directors are to be elected shall include the names of nominees intended at the time of the notice to be presented by the Board for election.

If action is proposed to be taken at any meeting for approval of (a) a contract or transaction in which a director has a direct or indirect financial interest, pursuant to Section 310 of the California Corporations Code (the "Code"), (b) an amendment of the Articles of Incorporation, pursuant to Section 902 of the Code, (c) a reorganization of the Corporation, pursuant to Section 1201 of the Code, (d) a voluntary dissolution of the Corporation, pursuant to Section 1900 of the Code, or (e) a distribution in dissolution other than in accordance with the rights of any outstanding preferred shares, pursuant to Section 2007 of the Code, then the notice shall also state the general nature of that proposal.

2.5 Manner of Giving Notice; Affidavit of Notice.

Notice of a shareholders' meeting shall be given either personally or by first-class mail, or, if the Corporation has outstanding shares held of record by five hundred (500) or more persons (determined as provided in Section 605 of the Code) on the record date for the shareholders' meeting, notice may be sent by third-class mail, or other means of written communication, addressed to the shareholder at the address of the shareholder appearing on the books of the Corporation or given by the shareholder to the Corporation for the purpose of notice; or if no such address appears or is given, at the place where the principal executive office of the Corporation is located or by publication at least once in a newspaper of general circulation in the county in which the principal executive office is located. The notice shall be deemed to have been given at the time when delivered personally or deposited in the mail or sent by other means of written communication.

If any notice (or any report referenced in Article VII of these Bylaws) addressed to a shareholder at the address of such shareholder appearing on the books of the Corporation is returned to the Corporation by the United States Postal Service marked to indicate that the United States Postal Service is unable to deliver the notice to the shareholder at that address, all future notices or reports shall be deemed to have been duly given without further mailing if the same shall be available to the shareholder upon written demand of the shareholder at the principal executive office of the Corporation for a period of one (1) year from the date of the giving of the notice.

An affidavit of mailing of any notice or report in accordance with the provisions of this Section 2.5, executed by the Secretary, Assistant Secretary or any transfer agent, shall be prima facie evidence of the giving of the notice or report.

2.6 Quorum.

Unless otherwise provided in the Articles of Incorporation of the Corporation, a majority of the shares entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of the shareholders for the transaction of business, but in no event shall a quorum consist of less than one-third of the shares entitled to vote at the meeting. The shareholders present at a duly called or held meeting at which a quorum is present may continue to transact business until adjournment notwithstanding the withdrawal of enough shareholders to leave less than a quorum, if any action taken (other than adjournment) is approved by at least a majority of the shares required to constitute a quorum.

In the absence of a quorum, any meeting of shareholders may be adjourned from time to time by the vote of a majority of the shares represented either in person or by proxy, but no other business may be transacted, except as provided in the last sentence of the preceding paragraph.

2.7 Adjourned Meeting; Notice.

Any shareholders' meeting, annual or special, whether or not a quorum is present, may be adjourned from time to time by the vote of the majority of the shares represented at that meeting, either in person or by proxy.

When any meeting of shareholders, either annual or special, is adjourned to another time or place, notice need not be given of the adjourned meeting if its time and place are announced at the meeting at which the adjournment is taken. However, if the adjournment is for more than forty-five (45) days from the date set for the original meeting or if a new record date for the adjourned meeting is fixed, a notice of the adjourned meeting shall be given to each shareholder of record entitled to vote at the adjourned meeting in accordance with the provisions of Sections 2.4 and 2.5 of these Bylaws. At any adjourned meeting the Corporation may transact any business which might have been transacted at the original meeting.

2.8 Voting.

The shareholders entitled to vote at any meeting of shareholders shall be determined in accordance with the provisions of Section 2.11 of these Bylaws, subject to the provisions of Sections 702 through 704 of the Code (relating to voting shares held by a fiduciary, in the name of a corporation, or in joint ownership).

Elections for directors and voting on any other matter at a shareholders' meeting need not be by ballot unless a shareholder demands election by ballot at the meeting and before the voting begins.

Except as provided in the final paragraph of this Section 2.8, or as may be otherwise provided in the Articles of Incorporation, each outstanding share, regardless of class, shall be entitled to one vote on each matter submitted to a vote of the shareholders. Any holder of shares entitled to vote on any matter may vote part of the shares in favor of the proposal and refrain from voting the remaining shares or may vote them against the proposal other than elections to office, but, if the shareholder fails to specify the number of shares such shareholder is voting affirmatively, it will be conclusively presumed that the shareholder's approving vote is with respect to all shares which the shareholder is entitled to vote.

The affirmative vote of the majority of the shares represented and voting at a duly held meeting at which a quorum is present (which shares voting affirmatively also constitute at least a majority of the required quorum) shall be the act of the shareholders, unless the vote of a greater number or voting by classes is required by the Code or by the Articles of Incorporation.

At a shareholders' meeting at which directors are to be elected, a shareholder shall be entitled to cumulate votes either (a) by giving one candidate a number of votes equal to the number of directors to be elected multiplied by the number of votes to which that shareholder's shares are normally entitled or (b) by distributing the shareholder's votes on the same principle among as many candidates as the shareholder thinks fit, if the candidate or candidates' names have been placed in nomination prior to the voting and the shareholder has given notice prior to the voting of the shareholder's intention to cumulate the shareholder's votes. If any one shareholder has given such a notice, then every shareholder entitled to vote may cumulate votes for candidates in nomination. The candidates receiving the highest number of affirmative votes, up to the number of directors to be elected, shall be elected; votes against any candidate and votes withheld shall have no legal effect.

2.9 Validation of Meetings; Waiver of Notice; Consent.

The transactions of any meeting of shareholders, either annual or special, however called and noticed, and wherever held, are as valid as though they had been taken at a meeting duly held after regular call and notice, if a quorum be present either in person or by proxy, and if, either before or after the meeting, each of the persons entitled to vote, not present in person or by proxy, signs a written waiver of notice or a consent to the holding of the meeting or an approval of the minutes thereof. Neither the business to be transacted at nor the purpose of any annual or special meeting of shareholders need be specified in any written waiver of notice or consent to the holding of the meeting or approval of the minutes thereof, except that if action is taken or proposed to be taken for approval of any of those matters specified in the second paragraph of Section 2.4 of these Bylaws, the waiver of notice or consent or approval shall state the general nature of the proposal and except as provided in Section 601(f) of the Code. All such waivers, consents, and approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Attendance of a person at a meeting shall constitute a waiver of notice of and presence at that meeting, except when the person objects, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened and except that attendance at a meeting is not a waiver of any right to object to the consideration of matters required by the Code to be included in the notice of such meeting but not so included, if such objection is expressly made at the meeting.

2.10 Shareholder Action by Written Consent Without A Meeting.

Any action which may be taken at any annual or special meeting of shareholders may be taken without a meeting and without prior notice, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted.

Directors may not be elected by written consent except by unanimous written consent of all shares entitled to vote for the election of directors. However, a director may be elected at any time to fill any vacancy on the Board, provided that it was not created by removal of a director and that it has not been filled by the directors, by the written consent of the holders of a majority of the outstanding shares entitled to vote for the election of directors.

All such consents shall be maintained in the corporate records. Any shareholder giving a written consent, or the shareholder's proxy holders, or a transferee of the shares, or a personal representative of the shareholder, or their respective proxy holders, may revoke the consent by a writing received by the Secretary of the Corporation before written consents of the number of shares required to authorize the proposed action have been filed with the Secretary.

If the consents of all shareholders entitled to vote have not been solicited in writing, the Secretary shall give prompt notice of any corporate action approved by the shareholders without a meeting by less than unanimous written consent to those shareholders entitled to vote who have not consented in writing. Such notice shall be given in the manner specified in Section 2.5 of

these Bylaws. In the case of approval of (a) a contract or transaction in which a director has a direct or indirect financial interest, pursuant to Section 310 of the Code, (b) indemnification of a corporate "agent," pursuant to Section 317 of the Code, (c) a reorganization of the Corporation, pursuant to Section 1201 of the Code, and (d) a distribution in dissolution other than in accordance with the rights of outstanding preferred shares, pursuant to Section 2007 of the Code, the notice shall be given at least ten (10) days before the consummation of any action authorized by that approval, unless the consents of all shareholders entitled to vote have been solicited in writing.

2.11 Record Date for Shareholder Notice; Voting; Giving Consents.

In order that the Corporation may determine the shareholders entitled to notice of any meeting or to vote, the Board may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days prior to the date of such meeting nor more than sixty (60) days before any other action. Shareholders at the close of business on the record date are entitled to notice and to vote, as the case may be, notwithstanding any transfer of any shares on the books of the Corporation after the record date, except as otherwise provided in the Articles of Incorporation or the Code.

A determination of shareholders of record entitled to notice of or to vote at a meeting of shareholders shall apply to any adjournment of the meeting unless the Board fixes a new record date for the adjourned meeting, but the Board shall fix a new record date if the meeting is adjourned for more than forty-five (45) days from the date set for the original meeting.

If the Board does not so fix a record date:

(a) The record date for determining shareholders entitled to notice of or to vote at a meeting of shareholders shall be at the close of business on the business day next preceding the day on which notice is given or, if notice is waived, at the close of business on the business day next preceding the day on which the meeting is held.

(b) The record date for determining shareholders entitled to give consent to corporate action in writing without a meeting, (i) when no prior action by the Board has been taken, shall be the day on which the first written consent is given, or (ii) when prior action by the Board has been taken, shall be at the close of business on the day on which the Board adopts the resolution relating thereto, or the sixtieth (60th) day prior to the date of such other action, whichever is later.

The record date for any other purpose shall be as provided in Section 8.1 of these Bylaws.

2.12 Proxies.

Every person entitled to vote for directors, or on any other matter, shall have the right to do so either in person or by one or more agents authorized by a written proxy signed by the person and filed with the Secretary of the Corporation. A proxy shall be deemed signed if the shareholder's name or other authorization is placed on the proxy (whether by manual signature, typewriting, telegraphic or electronic transmission or otherwise) by the shareholder or the shareholder's attorney-in-fact. A validly executed proxy which does not state that it is

irrevocable shall continue in full force and effect unless (a) the person who executed the proxy revokes it prior to the time of voting by delivering a writing to the Corporation stating that the proxy is revoked or by executing a subsequent proxy and presenting it to the meeting or by attendance at such meeting and voting in person, or (b) written notice of the death or incapacity of the maker of that proxy is received by the Corporation before the vote pursuant to that proxy is counted; provided, however, that no proxy shall be valid after the expiration of eleven (11) months from the date thereof, unless otherwise provided in the proxy. The dates contained on the forms of proxy presumptively determine the order of execution, regardless of the postmark dates on the envelopes in which they are mailed. The revocability of a proxy that states on its face that it is irrevocable shall be governed by the provisions of Sections 705(e) and 705(f) of the Code.

2.13 Inspectors of Election.

In advance of any meeting of shareholders, the Board may appoint inspectors of election to act at the meeting and any adjournment thereof. If inspectors of election are not so appointed or designated or if any persons so appointed fail to appear or refuse to act, then the Chairman of the meeting may, and on the request of any shareholder or a shareholder's proxy shall, appoint inspectors of election (or persons to replace those who so fail to appear) at the meeting. The number of inspectors shall be either one (1) or three (3). If appointed at a meeting on the request of one (1) or more shareholders or proxies, the majority of shares represented in person or by proxy shall determine whether one (1) or three (3) inspectors are to be appointed.

The inspectors of election shall determine the number of shares outstanding and the voting power of each, the shares represented at the meeting, the existence of a quorum, and the authenticity, validity, and effect of proxies, receive votes, ballots or consents, hear and determine all challenges and questions in any way arising in connection with the right to vote, count and tabulate all votes or consents, determine when the polls shall close, determine the result and do any other acts that may be proper to conduct the election or vote with fairness to all shareholders.

ARTICLE III

DIRECTORS

3.1 Powers.

Subject to the provisions of the Code and any limitations in the Articles of Incorporation and these Bylaws relating to action required to be approved by the shareholders or by the outstanding shares, the business and affairs of the Corporation shall be managed and all corporate powers shall be exercised by or under the direction of the Board. The Board may delegate the management of the day-to-day operation of the business of the Corporation to a management company or other person provided that the business and affairs of the Corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board.

3.2 Number of Directors.

The Board of Directors shall consist of one or more members, the number thereof to be determined from time to time by resolution of the Board of Directors. The number of directors which shall comprise the initial Board of Directors shall be one.

Directors need not be shareholders. No reduction of the authorized number of directors shall have the effect of removing any director before that director's term of office expires.

3.3 Election and Term of Office of Directors.

At each annual meeting of shareholders, directors shall be elected to hold office until the next annual meeting. Each director, including a director elected to fill a vacancy, shall hold office until the expiration of the term for which elected and until a successor has been elected and qualified, except in the case of the death, resignation, or removal of such a director.

3.4 Removal.

The entire Board or any individual director may be removed from office without cause by the affirmative vote of a majority of the outstanding shares entitled to vote on such removal; provided, however, that unless the entire Board is removed, no individual director may be removed when the votes cast against such director's removal, or not consenting in writing to such removal, would be sufficient to elect that director if voted cumulatively at an election at which the same total number of votes cast were cast (or, if such action is taken by written consent, all shares entitled to vote were voted) and the entire number of directors authorized at the time of such director's most recent election were then being elected.

3.5 Resignation and Vacancies.

Any director may resign effective upon giving oral or written notice to the Chairman of the Board, the President, the Secretary or the Board, unless the notice specifies a later time for the effectiveness of such resignation. If the resignation of a director is effective at a future time, the Board may elect a successor to take office when the resignation becomes effective.

Vacancies on the Board may be filled by a majority of the remaining directors, or if the number of directors then in office is less than a quorum by (a) unanimous written consent of the directors then in office, (b) the affirmative vote of a majority of the directors then in office at a meeting held pursuant to notice or waivers of notice, or (c) a sole remaining director; however, a vacancy created by the removal of a director by the vote or written consent of the shareholders or by court order may be filled only by the affirmative vote of a majority of the shares represented and voting at a duly held meeting at which a quorum is present (which shares voting affirmatively also constitute at least a majority of the required quorum), or by the unanimous written consent of all shares entitled to vote thereon. Each director so elected shall hold office until the next annual meeting of the shareholders and until a successor has been elected and qualified, or until his or her death, resignation or removal.

A vacancy or vacancies in the Board shall be deemed to exist (a) in the event of the death, resignation or removal of any director, (b) if the Board by resolution declares vacant the

office of a director who has been declared of unsound mind by an order of court or convicted of a felony, (c) if the authorized number of directors is increased, or (d) if the shareholders fail, at any meeting of shareholders at which any director or directors are elected, to elect the full authorized number of directors to be elected at that meeting.

The shareholders may elect a director or directors at any time to fill any vacancy or vacancies not filled by the directors, but any such election by written consent, other than to fill a vacancy created by removal, shall require the consent of the holders of a majority of the outstanding shares entitled to vote thereon. A director may not be elected by written consent to fill a vacancy created by removal except by unanimous consent of all shares entitled to vote for the election of directors.

3.6 Place of Meetings; Meetings by Telephone.

Regular meetings of the Board may be held at any place within or outside the State of California that has been designated from time to time by resolution of the Board. In the absence of such a designation, regular meetings shall be held at the principal executive office of the Corporation. Special meetings of the Board may be held at any place within or outside the State of California that has been designated in the notice of the meeting or, if not stated in the notice or if there is no notice, at the principal executive office of the Corporation.

Members of the Board may participate in a meeting through the use of conference telephone or similar communications equipment, so long as all directors participating in such meeting can hear one another. Participation in a meeting pursuant to this paragraph constitutes presence in person at such meeting.

3.7 Regular Meetings.

Regular meetings of the Board may be held without notice if the time and place of such meetings are fixed by the Board.

3.8 Special Meetings; Notice.

Subject to the provisions of the following paragraph, special meetings of the Board for any purpose or purposes may be called at any time by the Chairman of the Board, the President, any Vice President, the Secretary or any two (2) directors.

Notice of the time and place of special meetings shall be delivered personally or by telephone to each director or sent by first-class mail, telegram, charges prepaid, or by telecopier, or electronic mail, addressed to each director at that director's address as it is shown on the records of the Corporation. If the notice is mailed, it shall be deposited in the United States mail at least four (4) days before the time of the holding of the meeting. If the notice is delivered personally or by telephone or by telecopier or telegram, or by electronic mail, it shall be delivered personally or by telephone or by telecopier, or by electronic mail, or to the telegraph company at least forty-eight (48) hours before the time of the holding of the meeting, in each case, such delivery shall be due and legal notice to such director. Any oral notice given personally or by telephone may be communicated either to the director or to a person at the

office of the director whom the person giving the notice has reason to believe will promptly communicate such notice to the director. The notice need not specify the purpose of the meeting.

3.9 Quorum.

A majority of the authorized number of directors (but in no event less than two (2) directors, unless the authorized number of directors is one (1)) shall constitute a quorum for the transaction of business, except to adjourn as provided in Section 3.11 of these Bylaws. Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present is the act of the Board, subject to the provisions of Section 310 of the Code (as to approval of contracts or transactions in which a director has a direct or indirect material financial interest), Section 311 of the Code (as to appointment of committees), Section 317(e) of the Code (as to indemnification of directors), the Articles of Incorporation, these Bylaws and other applicable law.

A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for such meeting.

3.10 Waiver of Notice.

Notice of a meeting need not be given to any director who signs a waiver of notice or a consent to holding the meeting or an approval of the minutes thereof, whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to such director. All such waivers, consents, and approvals shall be filed with the corporate records or made a part of the minutes of the meeting. Neither the business to be transacted at, nor the purposes of, any regular or special meeting of the Board need be specified in the notice or waiver of notice.

3.11 Adjournment.

A majority of the directors present, whether or not a quorum is present, may adjourn any meeting to another time and place.

3.12 Notice of Adjournment.

Notice of the time and place of holding an adjourned meeting need not be given to absent directors if the time and place are fixed at the meeting being adjourned, except that if the meeting is adjourned for more than twenty-four (24) hours, notice of any adjournment to another time and place shall be given prior to the time of the adjourned meeting to the directors who were not present at the time of the adjournment.

3.13 Board Action by Written Consent Without A Meeting.

Any action required or permitted to be taken by the Board may be taken without a meeting, if all members of the Board individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the

Board. Such action by written consent shall have the same force and effect as a unanimous vote of the Board.

3.14 Fees and Compensation of Directors.

Directors and members of committees may receive such compensation, if any, for their services and such reimbursement of expenses as may be fixed or determined by resolution of the Board. This Section 3.14 shall not be construed to preclude any director from serving the Corporation in any other capacity as an officer, agent, employee or otherwise and receiving compensation for those services.

3.15 Approval of Loans to Officers.

If these Bylaws have been approved by the Corporation's shareholders in accordance with the Code, the Corporation may, upon the approval of the Board alone, make loans of money or property to, or guarantee the obligations of, any officer of the Corporation or of its parent, if any, whether or not a director, or adopt an employee benefit plan or plans authorizing such loans or guaranties provided that (a) the Board determines that such a loan or guaranty or plan may reasonably be expected to benefit the Corporation, (b) the Corporation has outstanding shares held of record by one hundred (100) or more persons (determined as provided in Section 605 of the Code) on the date of approval by the Board, and (c) the approval of the Board is by a vote sufficient without counting the vote of any interested director or directors. Notwithstanding the foregoing, the Corporation shall have the power to make loans permitted by the Code.

ARTICLE IV

COMMITTEES

4.1 Committees of Directors.

The Board may, by resolution adopted by a majority of the authorized number of directors, designate one or more committees, each consisting of two (2) or more directors, to serve at the pleasure of the Board. The Board may designate one or more directors as alternate members of any committee, who may replace any absent member at any meeting of the committee. The appointment of members or alternate members of a committee requires the vote of a majority of the authorized number of directors. Any such committee shall have authority to act in the manner and to the extent provided in the resolution of the Board and may have all the authority of the Board, except with respect to:

(a) The approval of any action which, under the Code, also requires shareholders' approval or approval of the outstanding shares.

(b) The filling of vacancies on the Board or in any committee.

(c) The fixing of compensation of the directors for serving on the Board or on any committee.

(d) The amendment or repeal of these Bylaws or the adoption of new Bylaws.

(e) The amendment or repeal of any resolution of the Board which by its express terms is not so amendable or repealable.

(f) A distribution to the shareholders of the Corporation, except at a rate, in a periodic amount or within a price range set forth in the Articles of Incorporation or determined by the Board.

(g) The appointment of any other committees of the Board or the members thereof.

4.2 Meetings and Action of Committees.

Meetings and actions of committees shall be governed by, and held and taken in accordance with, the provisions of Article III of these Bylaws, Section 3.6 (place of meetings), Section 3.7 (regular meetings), Section 3.8 (special meetings and notice), Section 3.9 (quorum), Section 3.10 (waiver of notice), Section 3.11 (adjournment), Section 3.12 (notice of adjournment), and Section 3.13 (action without meeting), with such changes in the context of those Bylaws as are necessary to substitute the committee and its members for the Board and its members; provided, however, that the time of regular meetings of committees may be determined either by resolution of the Board or by resolution of the committees, that special meetings of committees may also be called by resolution of the Board, and that notice of special meetings of committees shall also be given to all alternate members, who shall have the right to attend all meetings of the committees. The Board may adopt rules for the government of any committee not inconsistent with the provisions of these Bylaws.

ARTICLE V

OFFICERS

5.1 Officers.

The officers of the Corporation shall be a Chief Executive Officer, a President, a Secretary, and a Chief Financial Officer. The Corporation may also have, at the discretion of the Board, a Chairman of the Board, one or more Vice Presidents, one or more Assistant Secretaries, one or more Assistant Treasurers, and such other officers as may be appointed in accordance with the provisions of Section 5.3 of these Bylaws. Any number of offices may be held by the same person.

5.2 Appointment of Officers.

The officers of the Corporation, except such officers as may be appointed in accordance with the provisions of Section 5.3 or Section 5.5 of these Bylaws, shall be chosen by the Board and serve at the pleasure of the Board, subject to the rights, if any, of an officer under any contract of employment.

5.3 Subordinate Officers.

The Board may appoint, or may empower the Chairman of the Board or the President to appoint, such other officers as the business of the Corporation may require, each of whom shall hold office for such period, have such authority, and perform such duties as are provided in these Bylaws or as the Board may from time to time determine.

5.4 Removal and Resignation of Officers.

Subject to the rights, if any, of an officer under any contract of employment, all officers serve at the pleasure of the Board and any officer may be removed, either with or without cause, by the Board at any regular or special meeting of the Board or, except in case of an officer chosen by the Board, by any officer upon whom such power of removal may be conferred by the Board.

Any officer may resign at any time by giving written notice to the Corporation. Any resignation shall take effect at the date of the receipt of that notice or at any later time specified in that notice; and, unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective. Any resignation is without prejudice to the rights, if any, of the Corporation under any contract to which the officer is a party.

5.5 Vacancies in Offices.

A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in these Bylaws for regular appointments to that office.

5.6 Chairman of the Board.

The Board may elect a Chairman of the Board. The Chairman of the Board, if such an officer be elected, shall, if present, preside at meetings of the Board and shareholders at which he or she is present, and shall exercise and perform such other powers and duties as may from time to time be assigned by the Board or as may be prescribed by these Bylaws. The Chairman of the Board may also be the Chief Executive Officer of the Corporation and, if so designated by the Board, shall have the powers and duties prescribed in Section 5.7 of these Bylaws. In the absence or disability of the Chairman of the Board and any Chief Executive Officer, the President shall preside at all meetings of the shareholders and at all meetings of the Board.

5.7 Chief Executive Officer.

The Board shall specify that either the Chairman of the Board or the President shall be the Chief Executive Officer of the Corporation. The Chief Executive Officer shall, subject to the control of the Board, have general supervision, direction and control of the business and the officers of the Corporation. The Chief Executive Officer shall, if a member of the Board, preside at all meetings of the shareholders and in the absence or nonexistence of a Chairman of the Board, at all meetings of the Board.

5.8 President.

Subject to such supervisory powers, if any, as may be given by the Board to the Chairman of the Board or the Chief Executive Officer, if there be either such officer, the President shall have the general powers and duties of management usually vested in the office of President of a corporation, and shall have such other powers and duties as may be prescribed by the Board or by these Bylaws. The President may also be the Chief Executive Officer of the Corporation and, if so designated by the Board, shall have the powers and duties prescribed in Section 5.7. In the absence or disability of the Chairman of the Board and any Chief Executive Officer, the President shall preside at all meetings of the shareholders and at all meetings of the Board.

5.9 Vice Presidents.

In the absence or disability of the Chairman of the Board and the President, the Vice Presidents, if any, in order of their rank as fixed by the Board or, if not ranked, a Vice President designated by the Board, shall perform all the duties of the Chief Executive Officer and when so acting shall have all of the powers of, and be subject to all of the restrictions upon, the President. The Vice Presidents shall have such other powers and perform such other duties as from time to time may be prescribed for them respectively by the Board, these Bylaws, the Chief Executive Officer, the President or the Chairman of the Board.

5.10 Secretary.

The Secretary shall keep or cause to be kept, at the principal executive office of the Corporation or such other place as the Board may direct, a book of minutes of all meetings and actions of directors, committees of directors and shareholders. The minutes shall show the time and place of each meeting, whether regular or special (and, if special, how authorized and the notice given), the names of those present at directors' meetings or committee meetings, the number of shares present or represented at shareholders' meetings, and the proceedings thereof.

The Secretary shall keep, or cause to be kept, at the principal executive office of the Corporation or at the office of the Corporation's transfer agent or registrar, as determined by resolution of the Board, a share register, or a duplicate share register, showing the names of all shareholders and their addresses, the number and classes of shares held by each, the number and date of certificates evidencing such shares, and the number and date of cancellation of every certificate surrendered for cancellation.

The Secretary shall give, or cause to be given, notice of all meetings of the shareholders and of the Board required to be given by law or by these Bylaws. The Secretary shall keep the seal of the Corporation, if one be adopted, in safe custody and shall have such other powers and perform such other duties as may be prescribed by the Board or by these Bylaws.

5.11 Chief Financial Officer.

The Chief Financial Officer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of the Corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses,

capital, retained earnings, and shares. The books of account shall at all reasonable times be open to inspection by any director.

The Chief Financial Officer shall deposit all money and other valuables in the name and to the credit of the Corporation with such depositaries as may be designated by the Board. The Chief Financial Officer shall disburse the funds of the Corporation as may be ordered by the Board, shall render to the President and directors, whenever they request it, an account of all of his or her transactions as Chief Financial Officer and of the financial condition of the Corporation, and shall have such other powers and perform such other duties as may be prescribed by the Board or these Bylaws. The Chief Financial Officer may also be known as the Treasurer.

ARTICLE VI

INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES, AND OTHER AGENTS

6.1 Indemnification of Directors.

The Corporation shall, to the maximum extent and in the manner permitted by the Code, indemnify each of its directors against expenses (as defined in Section 317(a) of the Code), judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with any proceeding (as defined in Section 317(a) of the Code), arising by reason of the fact that such person is or was a director of the Corporation. For purposes of this Article VI, a "director" of the Corporation includes any person (a) who is or was a director of the Corporation, (b) who is or was serving at the request of the Corporation as a director of another foreign or domestic corporation, partnership, joint venture, trust or other enterprise, or (c) who was a director of a corporation which was a predecessor corporation of the Corporation or of another enterprise at the request of such predecessor corporation.

6.2 Indemnification of Others.

The Corporation shall have the power, to the extent and in the manner permitted by the Code, to indemnify each of its employees, officers, and agents (other than directors) against expenses (as defined in Section 317(a) of the Code), judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with any proceeding (as defined in Section 317(a) of the Code), arising by reason of the fact that such person is or was an employee, officer, or agent of the Corporation. For purposes of this Article VI, an "employee" or "officer" or "agent" of the Corporation (other than a director) includes any person (a) who is or was an employee, officer, or agent of the Corporation, (b) who is or was serving at the request of the Corporation as an employee, officer, or agent of another foreign or domestic corporation, partnership, joint venture, trust or other enterprise, or (c) who was an employee, officer, or agent of a corporation which was a predecessor corporation of the Corporation or of another enterprise at the request of such predecessor corporation.

6.3 Payment of Expenses in Advance.

Expenses and attorneys' fees incurred in defending any civil or criminal action or proceeding for which indemnification is required pursuant to Section 6.1, or if otherwise authorized by the Board, shall be paid by the Corporation in advance of the final disposition of such action or proceeding upon receipt of an undertaking by or on behalf of the indemnified party to repay such amount if it shall ultimately be determined that the indemnified party is not entitled to be indemnified as authorized in this Article VI.

6.4 Indemnity Not Exclusive.

The indemnification provided by this Article VI shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any Bylaw, agreement, vote of shareholders or directors or otherwise, both as to action in an official capacity and as to action in another capacity while holding such office. The rights to indemnity hereunder shall continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of the person.

6.5 Insurance Indemnification.

The Corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation against any liability asserted against or incurred by such person in such capacity or arising out of that person's status as such, whether or not the Corporation would have the power to indemnify that person against such liability under the provisions of this Article VI.

6.6 Conflicts.

No indemnification or advance shall be made under this Article VI, except where such indemnification or advance is mandated by law or the order, judgment or decree of any court of competent jurisdiction, in any circumstance where it appears:

(a) That it would be inconsistent with a provision of the Articles of Incorporation, these Bylaws, a resolution of the shareholders or an agreement in effect at the time of the accrual of the alleged cause of the action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or

(b) That it would be inconsistent with any condition expressly imposed by a court in approving a settlement.

6.7 Right to Bring Suit.

If a claim under this Article is not paid in full by the Corporation within ninety (90) days after a written claim has been received by the Corporation (either because the claim is denied or because no determination is made), the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall also be entitled to be paid the expenses of prosecuting such claim. The

Corporation shall be entitled to raise as a defense to any such action that the claimant has not met the standards of conduct that make it permissible under the Code for the Corporation to indemnify the claimant for the claim. Neither the failure of the Corporation (including its Board, independent legal counsel, or its shareholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is permissible in the circumstances because he or she has met the applicable standard of conduct, if any, nor an actual determination by the Corporation (including its Board, independent legal counsel, or its shareholders) that the claimant has not met the applicable standard of conduct, shall be a defense to such action or create a presumption for the purposes of such action that the claimant has not met the applicable standard of conduct.

6.8 Indemnity Agreements.

The Board is authorized to enter into a contract with any director, officer, employee or agent of the Corporation, or any person who is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, including employee benefit plans, or any person who was a director, officer, employee or agent of a corporation which was a predecessor corporation of the Corporation or of another enterprise at the request of such predecessor corporation, providing for indemnification rights equivalent to or, if the Board so determines and to the extent permitted by applicable law, greater than, those provided for in this Article VI.

6.9 Amendment, Repeal or Modification.

Any amendment, repeal or modification of any provision of this Article VI shall not adversely affect any right or protection of a director or agent of the Corporation existing at the time of such amendment, repeal or modification.

ARTICLE VII

RECORDS AND REPORTS

7.1 Maintenance and Inspection of Share Register.

The Corporation shall keep either at its principal executive office or at the office of its transfer agent or registrar (if either be appointed), as determined by resolution of the Board, a record of its shareholders listing the names and addresses of all shareholders and the number and class of shares held by each shareholder.

A shareholder or shareholders of the Corporation holding at least five percent (5%) in the aggregate of the outstanding voting shares of the Corporation or who hold at least one percent (1%) of such voting shares and have filed a Schedule 14B with the United States Securities and Exchange Commission relating to the election of directors, shall have an absolute right to do either or both of the following (a) inspect and copy the record of shareholders' names, addresses, and shareholdings during usual business hours upon five (5) days prior written demand upon the Corporation, or (b) obtain from the transfer agent for the Corporation, upon written demand and upon the tender of such transfer agent's usual charges for such list (the

amount of which charges shall be stated to the shareholder by the transfer agent upon request), a list of the shareholders' names and addresses who are entitled to vote for the election of directors, and their shareholdings, as of the most recent record date for which it has been compiled or as of a date specified by the shareholder subsequent to the date of demand. The list shall be made available on or before the later of five (5) business days after the demand is received or the date specified therein as the date as of which the list is to be compiled.

The record of shareholders shall also be open to inspection and copying by any shareholder or holder of a voting trust certificate at any time during usual business hours upon written demand on the Corporation, for a purpose reasonably related to the holder's interests as a shareholder or holder of a voting trust certificate.

Any inspection and copying under this Section 7.1 may be made in person or by an agent or attorney of the shareholder or holder of a voting trust certificate making the demand.

7.2 Maintenance and Inspection of Bylaws.

The Corporation shall keep at its principal executive office or, if its principal executive office is not in the State of California, at its principal business office in California, the original or a copy of these Bylaws as amended to date, which shall be open to inspection by the shareholders at all reasonable times during office hours. If the principal executive office of the Corporation is outside the State of California and the Corporation has no principal business office in such state, then it shall, upon the written request of any shareholder, furnish to such shareholder a copy of these Bylaws as amended to date.

7.3 Maintenance and Inspection of Other Corporate Records.

The accounting books and records and the minutes of proceedings of the shareholders and the Board, and committees of the Board shall be kept at such place or places as are designated by the Board or, in absence of such designation, at the principal executive office of the Corporation. The minutes shall be kept in written form, and the accounting books and records shall be kept either in written form or in any other form capable of being converted into written form.

The minutes and accounting books and records shall be open to inspection upon the written demand on the Corporation of any shareholder or holder of a voting trust certificate at any reasonable time during usual business hours, for a purpose reasonably related to such holder's interests as a shareholder or as the holder of a voting trust certificate. Such inspection by a shareholder or holder of a voting trust certificate may be made in person or by an agent or attorney and the right of inspection includes the right to copy and make extracts. Such rights of inspection shall extend to the records of each subsidiary corporation of the Corporation.

7.4 Inspection by Directors.

Every director shall have the absolute right at any reasonable time to inspect and copy all books, records, and documents of every kind and to inspect the physical properties of the Corporation and each of its subsidiary corporations, domestic or foreign. Such inspection by a

director may be made in person or by an agent or attorney and the right of inspection includes the right to copy and make extracts.

7.5 Annual Report to Shareholders; Waiver.

The Board shall cause an annual report to be sent to the shareholders not later than one hundred twenty (120) days after the close of the fiscal year adopted by the Corporation. Such report shall be sent to the shareholders at least fifteen (15) (or, if sent by third-class mail, thirty-five (35)) days prior to the annual meeting of shareholders to be held during the next fiscal year and in the manner specified in Section 2.5 of these Bylaws for giving notice to shareholders of the Corporation.

The annual report shall contain a balance sheet as of the end of the fiscal year and an income statement and statement of changes in financial position for the fiscal year, accompanied by any report thereon of independent accountants or, if there is no such report, the certificate of an authorized officer of the Corporation that the statements were prepared without audit from the books and records of the Corporation.

The foregoing requirement of an annual report shall be waived so long as the shares of the Corporation are held by fewer than one hundred (100) holders of record.

7.6 Financial Statements.

If no annual report for the fiscal year has been sent to shareholders, then the Corporation shall, upon the written request of any shareholder made more than one hundred twenty (120) days after the close of such fiscal year, deliver or mail to the person making the request, within thirty (30) days thereafter, a copy of a balance sheet as of the end of such fiscal year and an income statement and statement of changes in financial position for such fiscal year.

A shareholder or shareholders holding at least five percent (5%) of the outstanding shares of any class of the Corporation may make a written request to the Corporation for an income statement of the Corporation for the three (3) month, six (6) month or nine (9) month period of the current fiscal year ended more than thirty (30) days prior to the date of the request and a balance sheet of the Corporation as of the end of that period. The statements shall be delivered or mailed to the person making the request within thirty (30) days thereafter. A copy of the statements shall be kept on file in the principal office of the Corporation for twelve (12) months and it shall be exhibited at all reasonable times to any shareholder demanding an examination of the statements or a copy shall be mailed to the shareholder. If the Corporation has not sent to the shareholders its annual report for the last fiscal year, the statements referred to in the first paragraph of this Section 7.6 shall likewise be delivered or mailed to the shareholder or shareholders within thirty (30) days after the request.

The quarterly income statements and balance sheets referred to in this section shall be accompanied by the report thereon, if any, of any independent accountants engaged by the Corporation or the certificate of an authorized officer of the Corporation that the financial statements were prepared without audit from the books and records of the Corporation.

7.7 Representation of Shares of Other Corporations.

The Chairman of the Board, the Chief Executive Officer, the President, any Vice President, the Chief Financial Officer, the Secretary or any Assistant Secretary of this Corporation, or any other person authorized by the Board or the Chief Executive Officer, or the President or a Vice President, is authorized to vote, represent, and exercise on behalf of this Corporation all rights incident to any and all shares of any other corporation or corporations standing in the name of this Corporation. The authority herein granted may be exercised either by such person directly or by any other person authorized to do so by proxy or power of attorney duly executed by such person having the authority.

ARTICLE VIII

GENERAL MATTERS

8.1 Record Date for Purposes Other Than Notice and Voting.

For purposes of determining the shareholders (a) entitled to receive payment of any dividend or other distribution or allotment of any rights or (b) entitled to exercise any rights in respect of any other lawful action (other than with respect to notice or voting at a shareholders meeting or action by shareholders by written consent without a meeting), the Board may fix, in advance, a record date, which shall not be more than sixty (60) nor less than ten (10) days prior to any such action. Only shareholders of record at the close of business on the record date are entitled to receive the dividend, distribution or allotment of rights, or to exercise the rights, as the case may be, notwithstanding any transfer of any shares on the books of the Corporation after the record date, except as otherwise provided in the Articles of Incorporation or the Code.

If the Board does not so fix a record date, then the record date for determining shareholders for any such purpose shall be at the close of business on the day on which the Board adopts the resolution relating thereto or the sixtieth (60th) day prior to the date of that action, whichever is later.

8.2 Checks; Drafts; Evidences of Indebtedness.

From time to time, the Board shall determine by resolution which person or persons may sign or endorse all checks, drafts, other orders for payment of money, notes or other evidences of indebtedness that are issued in the name of or payable to the Corporation, and only the persons so authorized shall sign or endorse those instruments.

8.3 Corporate Contracts and Instruments: How Executed.

The Board, except as otherwise provided in these Bylaws, may authorize any officer or officers, or agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the Corporation; such authority may be general or confined to specific instances. Unless so authorized or ratified by the Board or within the agency power of an officer, no officer, agent or employee shall have any power or authority to bind the Corporation

by any contract or engagement or to pledge its credit or to render it liable for any purpose or for any amount.

8.4 Certificates for Shares.

A certificate or certificates for shares of the Corporation shall be issued to each shareholder when any of such shares are fully paid. The Board may authorize the issuance of certificates for shares partly paid provided that these certificates shall state the total amount of the consideration to be paid for them and the amount actually paid. All certificates shall be signed in the name of the Corporation by the Chairman of the Board or the Vice Chairman of the Board or the Chief Executive Officer or the President or a Vice President and by the Chief Financial Officer or an Assistant Treasurer or the Secretary or an Assistant Secretary, certifying the number of shares and the class or series of shares owned by the shareholder. Any or all of the signatures on the certificate may be by facsimile.

In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed on a certificate has ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if that person were an officer, transfer agent or registrar at the date of issue.

8.5 Lost Certificates.

Except as provided in this Section 8.5, no new certificates for shares shall be issued to replace a previously issued certificate unless the latter is surrendered to the Corporation or its transfer agent or registrar and canceled at the same time. The Board may, in case any share certificate or certificate for any other security is lost, stolen or destroyed (as evidenced by a written affidavit or affirmation of such fact), authorize the issuance of replacement certificates on such terms and conditions as the Board may require; the Board may require indemnification of the Corporation secured by a bond or other adequate security sufficient to protect the Corporation against any claim that may be made against it, including any expense or liability, on account of the alleged loss, theft or destruction of the certificate or the issuance of the replacement certificate.

8.6 Construction; Definitions.

Unless the context requires otherwise, the general provisions, rules of construction, and definitions in the Code shall govern the construction of these Bylaws. Without limiting the generality of this provision, the singular number includes the plural, the plural number includes the singular, and the term "person" includes both a corporation and a natural person.

ARTICLE IX

AMENDMENTS

9.1 Amendment by Shareholders.

New Bylaws may be adopted or these Bylaws may be amended or repealed by the vote or written consent of the holders of a majority of the outstanding shares entitled to vote; provided, however, that if the Articles of Incorporation of the Corporation set forth the number of authorized directors of the Corporation, then the authorized number of directors may be changed only by an amendment of the Articles of Incorporation.

9.2 Amendment by Directors.

Subject to the rights of the shareholders under Section 9.1 of these Bylaws, bylaws may be adopted, amended or repealed by the Board, except that the adoption or amendment of a bylaw which specifies or changes the number of directors on a fixed-number Board, or the minimum or maximum number of directors on a variable-number Board, or which changes from a fixed-number Board to a variable-number Board or vice versa, must be adopted by the affirmative vote or written consent of the holders of a majority of the outstanding shares entitled to vote.

9.3 Record of Amendments.

Whenever an amendment or new bylaw is adopted, it shall be copied in the book of minutes with the original Bylaws. If any Bylaw is repealed, the fact of repeal, with the date of the meeting at which the repeal was enacted or written consent was filed, shall be stated in said book.

ARTICLE X

CONFIDENTIALITY OF CORPORATE RECORDS

The Corporation's financial statements, accounting books and records, and minutes of proceedings (including written consents) of its shareholders and Board (including committees thereof) (hereinafter the "Corporate Records") contain confidential information and trade secrets of the Corporation. The Corporation's business could be harmed significantly if the contents of the Corporate Records were known to competitors. Therefore, the Corporation shall have a general policy of maintaining the confidentiality of the Corporate Records which, by their acceptance of their share certificate, all shareholders are deemed to have accepted.

The Corporation acknowledges that its shareholders have rights to inspect the Corporate Records ("Inspection Rights") by virtue of being shareholders (including, without limitation, those granted in Sections 1501 and 1601 of the Code). These Inspection Rights, however, are limited to purposes reasonably related to a shareholder's interests as a shareholder of the Corporation. In order to assure that such limitation on the Inspection Rights is adhered to, the Corporation may require that a shareholder (and any agent or attorney of such shareholder)

execute a nondisclosure statement or agreement prior to permitting such person to utilize the Inspection Rights with respect to the Corporate Records. Such nondisclosure statement or agreement may provide that absent the prior written consent of an officer of the Corporation, such inspecting person not disclose to a third party those portions of the Corporate Records to which such inspecting person does not lawfully obtain access other than through exercise of the Inspection Rights without a duty of nondisclosure. Such nondisclosure statement or agreement would further provide that an officer of the Corporation would be required to consent to a written request for permission to disclose a portion of the Corporate Records if the requesting person proved in a clear and convincing manner to the officer that the proposed disclosure of the designated portion of the Corporate Records to the named third party was for a purpose reasonably related to the shareholder's interests as a shareholder of the Corporation and the named third party had delivered to such officer a nondisclosure statement or agreement whereby such third party similarly agreed not to disclose such Corporate Records without the prior written consent of an officer of the Corporation.

ARTICLE XI

INTERPRETATION

Reference in these Bylaws to any provision of the California Corporations Code shall be deemed to include all amendments thereof.

EXHIBIT D

DIRECTORS AND OFFICERS OF THE SURVIVING CORPORATION

Directors:

1. Doug Chloupek
2. Dr. Rakesh Patel
3. Norton Singhavon
4. TBD (nominated by Juva Board)
5. TBD (nominated by Juva Board)

Officers:

Name:	**Position:**
Doug Chloupek	President and Chief Executive Officer
Mathew Lee	Treasurer, Chief Financial Officer, and Secretary

EXHIBIT E

STOCKHOLDER REPRESENTATION LETTER

TO: JUVA LIFE INC. (the "Purchaser")

RE: ACQUISITION OF PAYMENT SHARES (the "Securities") OF PURCHASER PURSUANT TO PLAN OF MERGER (the "Plan of Merger") AND DELIVERY OF SHARES OF JUVA LIFE INC. (the "Purchased Shares")

Capitalized terms not specifically defined in this certification have the meaning ascribed to them in the Plan of Merger to which this Exhibit is attached. In the event of a conflict between the terms of this certification and such Plan of Merger, the terms of this certification shall prevail.

In addition to the covenants, representations and warranties contained in the Plan of Merger to which this Exhibit is attached, the undersigned (the "**U.S. Securityholder**") covenants, represents and warrants to the Purchaser that:

(a) It has full right, power and authority to deliver its Purchased Shares and this stockholder representation letter (the "**Representation Letter**").

(b) The delivery of its Purchased Shares and the Representation Letter will not violate or be in conflict with, result in a breach of or constitute a default under, any indenture, loan or credit agreement, deed of trust, mortgage, security agreement or other agreement or instrument to which the U.S. Securityholder is bound or affected.

(c) It is the registered and beneficial holder of that number of Purchased Shares as set forth in the signature block below, has good, valid, and marketable title to all Purchased Shares indicated in this Representation Letter and is not affected by any voting trust, agreement or arrangement affecting the voting rights of the Purchased Shares.

(d) 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 Securities and it is able to bear the economic risk of loss of its entire investment. To the extent necessary, the U.S. 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 Plan of Merger and owning the Securities.

(e) The Purchaser has provided to it the opportunity to ask questions and receive answers concerning the terms and conditions of the Plan of Merger and it has had access to such information concerning the Purchaser as it has considered necessary or appropriate in connection with its investment decision to acquire the Securities, including access to the Purchaser's public filings available on the Internet at www.sedar.com, and that any answers to questions and any request for information have been complied with to the U.S. Securityholder's satisfaction.

(f) It is acquiring the Securities 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 Securities 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 shall not restrict the U.S. Securityholder from selling or otherwise disposing of the Securities 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.

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

(h) It understands (i) the Securities 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 and/or Section 4(a)(2) of the U.S. Securities Act.

(i) The U.S. Securityholder is

1. (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

2. (ii) 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 the Purchaser, and has completed Appendix B hereto, which forms an integral part hereof.

(j) The U.S. Securityholder has not purchased the Securities 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.

(k) It acknowledges that the Securities 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 Securities, it will not offer, sell or otherwise transfer, directly or indirectly, the Securities except:

(i) to the Purchaser;

(ii) outside the United States in an "offshore transaction" 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 the Purchaser an opinion of counsel in form and substance reasonably satisfactory to the Purchaser stating that such transaction is exempt from registration under applicable securities laws and that the legend referred to in paragraph (n) below may be removed.

(l) It understands and agrees that the Securities 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.

(m) It acknowledges that it has not purchased the Securities 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 Securities 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 Securities.

(n) The certificates representing the Securities 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 AGREES FOR THE BENEFIT OF 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; (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 PARAGRAPH (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 Securities were issued at a time when the Purchaser 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 the Purchaser, in substantially the form set forth as Appendix C attached hereto (or in such other forms as the Purchaser may prescribe from time to time) and, if requested by the Purchaser or the transfer agent, an opinion of counsel of recognized standing in form and substance reasonably satisfactory to the Purchaser 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 Securities are being sold otherwise than in accordance with Regulation S and other than to the Purchaser, the legend may be removed by delivery to the registrar and transfer agent and the Purchaser of an opinion of counsel, of recognized standing reasonably satisfactory to the Purchaser, that such legend is no longer required under applicable requirements of the U.S. Securities Act or state securities laws.

(o) The certificates representing the Securities 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."

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

(q) It consents to the Purchaser making a notation on its records or giving instructions to any transfer agent of the Purchaser in order to implement the restrictions on transfer set forth and described in this certification and the Plan of Merger.

(r) It understands that (i) the Purchaser may be deemed to be an issuer that is, or that has been at any time previously, an issuer with no or nominal operations and no or nominal assets other than cash and cash equivalents (a "**Shell Company**"), (ii) if the Purchaser is deemed to be, or to have been at any time previously, a Shell Company, Rule 144 under the U.S. Securities Act may not be available for resales of the Securities, and (iii) the Purchaser is not obligated to make Rule 144 under the U.S. Securities Act available for resales of the Securities.

(s) It understands and agrees that the financial statements of the Purchaser have been 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.

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

(u) It understands that the Purchaser does not have any obligation to register the Securities 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 Securities. Accordingly, the U.S. Securityholder understands that absent registration, it may be required to hold the Securities indefinitely. As a consequence, the U.S. Securityholder understands it must bear the economic risks of the investment in the Securities for an indefinite period of time.

3. 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 Time of Closing. If any such representations shall not be true and accurate prior to the Time of Closing, the undersigned shall give immediate written notice of such fact to the Purchaser prior to the Time of Closing.

Dated _____ 2019.

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

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

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

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

_____
Number of Purchased Shares Held (**please print**)

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

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

Appendix "A" to

U.S. Representation Letter for U.S. Securityholders

To be completed by Securityholders that are U.S. Accredited Investors

In addition to the covenants, representations and warranties contained in the Plan of Merger and the Exhibit E to which this Appendix is attached, the undersigned (the "**U.S. Securityholder**") covenants, represents and warrants to the Purchaser that the U.S. 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 shall 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, shall 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 shall 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 shall 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 Purchaser; 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 _____ 2019.

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

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

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

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

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

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

Appendix "B" to

U.S. Representation Letter for U.S. Securityholders

To be completed by U.S. Securityholders that are not U.S. Accredited Investors

In addition to the covenants, representations and warranties contained in the Plan of Merger and the Exhibit E to which this Appendix is attached, the undersigned (the "**U.S. Securityholder**") covenants, represents and warrants to the Purchaser (also referred to herein as the "**Company**") that the U.S. Securityholder understands that the Securities have not been and will not be registered under the U.S. Securities Act and that the offer and sale of the Securities to the U.S. Securityholder contemplated by the Plan of Merger is intended to be a private offering pursuant to Section 4(a)(2) of the U.S. Securities Act.

Your answers will at all times be kept strictly confidential. However, by signing this suitability questionnaire (the "**Questionnaire**") the U.S. 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. Securityholder may constitute a violation of law, for which a claim for damages may be made against the U.S. Securityholder. Otherwise, your answers to this Questionnaire will be kept strictly confidential.

Please complete the following questionnaire:

1. Relationship to the Officers of Directors

Are you a relative of a director, senior officer or control person of the Company:	**Yes:** _____ **No:** _____
If yes, state the name of the director, senior officer or control person of the Company	_____
If yes, state the relationship to the director, senior officer or control person of the Company	_____

2. Close Friend of Officer or Director

Are you a close personal friend of a director, senior officer or control person of the Company:	**Yes:** _____ **No:** _____
If yes, state the name of the director, senior officer or control person of the Company	_____

If yes, state how long you have known the director, senior officer or control person of the Company	_____

A close personal friend is an individual who has known the director, senior officer or control person for a sufficient period of time to be in a position to assess the capabilities and trustworthiness of the director, senior officer or control person. An individual is not a close personal friend solely because the individual is a member of the same organization, association or religious group.

3. Close Business Associate of an Officer or Director

Are you a close business associate of a director, senior officer or control person of the Company:	**Yes:** _____ **No:** _____
If yes, state the name of the director, senior officer or control person of the Company	_____
If yes, describe your business relationship with the director, senior officer or control person of the Company	_____

A close business associate is an individual who has had sufficient prior business dealings with the director, senior officer or control person to be in a position to assess the capabilities and trustworthiness of the director, senior officer or control person. A casual business associate or a person introduced or solicited for the purpose of purchasing securities is not a close business associate. An individual is not a close business associate solely because the individual is a client or former client. For example, an individual is not a close business associate of a registrant or former registrant solely because the individual is a client or former client of that registrant or former registrant. The relationship between the individual and the director, senior officer or control person must be direct. For example, the exemption is not available for a close business associate of a close business associate of a director, senior officer or control person.

4. Income

"**income**" shall mean adjusted gross income as reported for federal tax purposes reduced by (a) any deduction for long term capital gain, (b) any deduction for depletion, (c) any exclusion for interest and (d) any losses allocated to the U.S. Securityholder as an individual

(a) Was your annual income for the calendar year ended December 31, 2018 over US$150,000?

Yes _____ **No** _____

(b) Was your annual income for the calendar year ended December 31, 2017 over $150,000?

Yes _____ **No** _____

(c) Do you anticipate that your annual income for the year ended December 31, 2019 will be over $150,000?

Yes _____ No _____

(d) Do you anticipate that your current amount of income will change in the foreseeable future?

Yes _____ No _____

If so, when, why and to what amount will that income change?:

_____

_____

(e) If your responses to questions 4(a) through 4(c) were "No," please provide your annual income for the calendar years ending December 31, 2018 and December 31, 2017.

December 31, 2018: $

December 31, 2017: $

(f) If your responses to questions 4(a) through 4(c) were "No" please provide your joint annual income with your spouse for the calendar years ending December 31, 2018 and December 31, 2017.

December 31, 2018: $

December 31, 2017: $

5. Net Worth

(a) Please provide your net worth (for the purposes of calculating net worth: (i) your primary residence shall not be included as an asset; (ii) indebtedness that is secured by your primary residence, up to the estimated fair market value of the primary residence at the time of the sale and purchase of Securities contemplated by the accompanying Plan of Merger, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of the sale and purchase of the Securities contemplated by the accompanying Plan of Merger 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 shall be included as a liability); and (iii) indebtedness that is secured by your primary residence in excess of the estimated fair market value of the primary residence shall be included as a liability)

Net Worth: $

(b) Does your proposed purchase of the Securities exceed:

____ 10% of your net worth (excluding your personal residence, home furnishings and automobiles)?

____ 20% of your net worth (excluding your personal residence, home furnishings and automobiles)?

6. 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).

7. 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 _____

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

Year	Nature of Security	Business of issuer	Total amount invested

(g) 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 Securities?

Yes _____ No _____

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

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 _____ 2019.

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

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

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

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

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

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

Appendix "C" to

U.S. Representation Letter for U.S. Securityholders

FORM OF DECLARATION FOR REMOVAL OF LEGEND –
RULE 904 UNDER THE U.S. SECURITIES ACT OF 1933

To: **Computershare Investor Services Inc.** (the "**Transfer Agent**")

And To: **Juva Life Inc.** (the "**Company**")

The undersigned (A) acknowledges that the sale of _____ common shares of the Company to which this declaration relates, represented by certificate number _____, 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 (a) is not an "affiliate" of the Company, as that term is defined in Rule 405 under the U.S. Securities Act, or is an affiliate solely by virtue of being an officer or director of the Company, (b) is not a "distributor" as defined in Regulation S, and (c) is not 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 believed that the buyer was outside the United States, or (b) the transaction was executed on or through the facilities of the Toronto Stock Exchange, the TSX Venture Exchange, the Canadian Securities Exchange or any other "designated offshore securities market", 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 or will engage in any directed selling efforts in the United States 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 that term is defined in Rule 144(a)(3) under the U. S. Securities Act); (5) the seller does not intend to replace such securities 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 scheme to evade the registration provisions of the U. S. Securities Act. Terms used herein have the meanings given to them by Regulation S under the U.S. Securities Act.

Dated _____ 20___.

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 (**please print**)

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

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

We have read the representation letter of _____ (the "**Seller**") dated _____, 20__, pursuant to which the Seller has requested that we sell, for the Seller's account, _____ common shares of the Company represented by certificate number _____ (the "**Common Shares**"). We have executed sales of the Common Shares 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 the Common Shares was made to a person in the United States;

(2) the sale of the Common Shares was executed in, on or through the facilities of the Toronto Stock Exchange, the TSX Venture Exchange, the Canadian Securities Exchange or another "designated offshore securities market" (as defined in Regulation S under the U.S. Securities Act), 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 Common Shares 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 Common Shares (including, but not be limited to, the solicitation of offers to purchase the Common Shares 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 in this letter to the same extent as if this letter had been addressed to them.

Dated _____ 20_.

_____
Name of Firm

By: _____

Title: _____

EXHIBIT F

WARRANTHOLDER REPRESENTATION LETTER

[*see attached*]

TO: JUVA LIFE INC. (the "Purchaser")

RE: AGREEMENT AND PLAN OF MERGER DATED MAY 15, 2019 (the "Plan of Merger") AMONG THE PURCHASER, JUVA HOLDINGS (CALIFORNIA) LTD. ("SubCo") AND JUVA LIFE INC. (the "Company")

Capitalized terms not specifically defined in this certification have the meaning ascribed to them in the Plan of Merger to which this Exhibit is attached. In the event of a conflict between the terms of this certification and such Plan of Merger, the terms of this certification shall prevail.

The undersigned (the "**U.S. Securityholder**") acknowledges and agrees with the Purchaser that:

(a) The Plan of Merger contemplates the merger (the "**Merger**") of SubCo with and into the Company in accordance with the California Corporations Code (the "**CCC**"), whereby the Company, as the surviving entity of the Merger, shall become a wholly-owned subsidiary of the Purchaser, and each of the Company's outstanding shares of common stock ("**Company Stock**") (other than those shares as to which rights of appraisal have been duly and validly perfected under Chapter 13 of the CCC) shall, by virtue of the Merger and without any action on the part of the holders thereof, be converted into the right to receive the one share of common stock, without par value, of Parent ("**Parent Common Stock**").

(b) Purusant to Section 1.09 of the Plan of Merger, prior to the closing date of the Merger (the "**Closing Date**"), the outstanding common stock purchase warrants of the Company (the "**Company Warrants**") shall cease to represent a right to acquire shares of Company Stock and shall provide the right to acquire shares of Parent Common Stock, all in accordance with the adjustment provisions provided in the certificates representing the Company Warrants.

The U.S. Securityholder covenants, represents and warrants to the Purchaser that:

(a) It has full right, power and authority to deliver this securityholder acknowledgement and representation letter (the "**Representation Letter**").

(b) The delivery of the Representation Letter will not violate or be in conflict with, result in a breach of or constitute a default under, any indenture, loan or credit agreement, deed of trust, mortgage, security agreement or other agreement or instrument to which the U.S. Securityholder is bound or affected.

(c) It is the registered and beneficial holder of that number of Company Warrants as set forth in the signature block below, each of which entitles the U.S. Securityholder to purchase one share of Company Company Stock in accordance with the terms and subject to the conditions attaching to such Company Warrants.

(d) It, has good, valid, and marketable title to all Warrants indicated in this Representation Letter, free and clear of all encumbrances.

(e) 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 Company Warrants and in any shares of Parent Common Stock that may be purchased upon exercise of Company Warrants after the Closing Date (collectively, the "**Securities**"), and it is able to bear the economic risk of loss of its entire investment. To the extent necessary, the U.S. 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 Plan of Merger and owning the Securities.

(f) The Purchaser has provided to it the opportunity to ask questions and receive answers concerning the terms and conditions of the Plan of Merger and it has had access to such information concerning the Purchaser as it has considered necessary or appropriate in connection with its investment decision to acquire the Securities, including access to the Purchaser's public filings available on the Internet at www.sedar.com, and that any answers to questions and any request for information have been complied with to the U.S. Securityholder's satisfaction.

(g) It will be acquiring the Securities 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 Securities 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 shall not restrict the U.S. Securityholder from selling or otherwise disposing of the Securities 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.

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

(i) It understands (i) the Securities 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 and/or Section 4(a)(2) of the U.S. Securities Act.

(j) The U.S. 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) 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 the Purchaser, and has completed Appendix B hereto, which forms an integral part hereof.

(k) The U.S. Securityholder will not acquire any Securities 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.

(l) It acknowledges that the Securities 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 Securities, it will not offer, sell or otherwise transfer, directly or indirectly, the Securities except:

(i) to the Purchaser;
(ii) outside the United States in an "offshore transaction" 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 the Purchaser an opinion of counsel in form and substance reasonably satisfactory to the Purchaser stating that such transaction is exempt from registration under applicable securities laws and that the legend referred to in paragraph (n) below may be removed.

(m) It understands and agrees that the Securities 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.

(n) It acknowledges that it has not purchased the Securities 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 Securities 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 Securities.

(o) The certificates representing the Securities, 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 AGREES FOR THE BENEFIT OF 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; (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 PARAGRAPH (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. [*For shares of Purchaser Common Stock add:* 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 Securities were issued at a time when the Purchaser 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 the Purchaser, in substantially the form set forth as Appendix C attached hereto (or in such other forms as the Purchaser may prescribe from time to time) and, if requested by the Purchaser or the transfer agent, an opinion of counsel of recognized standing in form and substance reasonably satisfactory to the Purchaser 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 Securities are being sold otherwise than in accordance with Regulation S and other than to the Purchaser, the legend may be removed by delivery to the registrar and transfer agent and the Purchaser of an opinion of counsel, of recognized standing reasonably satisfactory to the Purchaser, that such legend is no longer required under applicable requirements of the U.S. Securities Act or state securities laws.

(l) It understands and acknowledges that the Corporation is not obligated to remain a "foreign issuer", and may not qualify as a "foreign issuer" at the time of exercise of any Company Warrants.

(l) The certificates issued in exchange for or in substitution of any certificates representing Company Warrants, 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:

> THESE WARRANTS AND THE SECURITIES DELIVERABLE UPON EXERCISE HEREOF 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. THESE WARRANTS MAY NOT BE EXERCISED BY OR ON BEHALF OF A U.S. PERSON OR A PERSON IN THE UNITED STATES UNLESS THE SHARES ISSUABLE UPON EXERCISE OF THESE WARRANTS HAVE BEEN REGISTERED UNDER THE U.S. SECURITIES ACT AND THE APPLICABLE SECURITIES LEGISLATION OF ANY SUCH STATE OR EXEMPTIONS FROM SUCH REGISTRATION REQUIREMENTS

ARE AVAILABLE. "UNITED STATES" AND "U.S. PERSON" ARE AS DEFINED BY REGULATION S UNDER THE U.S. SECURITIES ACT."

(m) The certificates representing the Securities 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."

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

(o) It consents to the Purchaser making a notation on its records or giving instructions to any transfer agent of the Purchaser in order to implement the restrictions on transfer set forth and described in this certification and the Plan of Merger.

(p) It understands that (i) the Purchaser may be deemed to be an issuer that is, or that has been at any time previously, an issuer with no or nominal operations and no or nominal assets other than cash and cash equivalents (a "**Shell Company**"), (ii) if the Purchaser is deemed to be, or to have been at any time previously, a Shell Company, Rule 144 under the U.S. Securities Act may not be available for resales of the Securities, and (iii) the Purchaser is not obligated to make Rule 144 under the U.S. Securities Act available for resales of the Securities.

(q) It understands and agrees that the financial statements of the Purchaser have been 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.

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

(s) It understands that the Purchaser does not have any obligation to register the Securities 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 Securities. Accordingly, the U.S. Securityholder understands that absent registration, it may be required to hold the Securities indefinitely. As a consequence, the U.S. Securityholder understands it must bear the economic risks of the investment in the Securities 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 Time of Closing. If any such representations shall not be true and accurate prior to the Time of Closing, the undersigned shall give immediate written notice of such fact to the Purchaser prior to the Time of Closing.

Dated _____ 2019.

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

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

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

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

_____
Number of Purchased Shares Held (**please print**)

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

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

Appendix "A" to

U.S. Representation Letter for U.S. Securityholders

To be completed by Securityholders that are U.S. Accredited Investors

In addition to the covenants, representations and warranties contained in the Plan of Merger and the Exhibit thereto to which this Appendix is attached, the undersigned (the "**U.S. Securityholder**") covenants, represents and warrants to the Purchaser that the U.S. 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 shall 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, shall 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 shall 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 shall 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,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 Purchaser; 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 _____ 2019.

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

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

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

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

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

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

Appendix "B" to

U.S. Representation Letter for U.S. Securityholders

To be completed by U.S. Securityholders that are not U.S. Accredited Investors

In addition to the covenants, representations and warranties contained in the Plan of Merger and the Exhibit thereto to which this Appendix is attached, the undersigned (the "**U.S. Securityholder**") covenants, represents and warrants to the Purchaser (also referred to herein as the "**Company**") that the U.S. Securityholder understands that the Securities have not been and will not be registered under the U.S. Securities Act and that the offer and sale of the Securities to the U.S. Securityholder contemplated by the Plan of Merger is intended to be a private offering pursuant to Section 4(a)(2) of the U.S. Securities Act.

Your answers will at all times be kept strictly confidential. However, by signing this suitability questionnaire (the "**Questionnaire**") the U.S. 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. Securityholder may constitute a violation of law, for which a claim for damages may be made against the U.S. Securityholder. Otherwise, your answers to this Questionnaire will be kept strictly confidential.

Please complete the following questionnaire:

1. Relationship to the Officers of Directors

Are you a relative of a director, senior officer or control person of the Company:	**Yes:** _____ **No:** _____
If yes, state the name of the director, senior officer or control person of the Company	_____
If yes, state the relationship to the director, senior officer or control person of the Company	_____

2. Close Friend of Officer or Director

Are you a close personal friend of a director, senior officer or control person of the Company:	**Yes:** _____ **No:** _____
If yes, state the name of the director, senior officer or control person of the Company	_____

If yes, state how long you have known the director, senior officer or control person of the Company	_____

A close personal friend is an individual who has known the director, senior officer or control person for a sufficient period of time to be in a position to assess the capabilities and trustworthiness of the director, senior officer or control person. An individual is not a close personal friend solely because the individual is a member of the same organization, association or religious group.

3. Close Business Associate of an Officer or Director

Are you a close business associate of a director, senior officer or control person of the Company:	**Yes:** _____ **No:** _____
If yes, state the name of the director, senior officer or control person of the Company	_____
If yes, describe your business relationship with the director, senior officer or control person of the Company	_____

A close business associate is an individual who has had sufficient prior business dealings with the director, senior officer or control person to be in a position to assess the capabilities and trustworthiness of the director, senior officer or control person. A casual business associate or a person introduced or solicited for the purpose of purchasing securities is not a close business associate. An individual is not a close business associate solely because the individual is a client or former client. For example, an individual is not a close business associate of a registrant or former registrant solely because the individual is a client or former client of that registrant or former registrant. The relationship between the individual and the director, senior officer or control person must be direct. For example, the exemption is not available for a close business associate of a close business associate of a director, senior officer or control person.

4. Income

"**income**" shall mean adjusted gross income as reported for federal tax purposes reduced by (a) any deduction for long term capital gain, (b) any deduction for depletion, (c) any exclusion for interest and (d) any losses allocated to the U.S. Securityholder as an individual

(g) Was your annual income for the calendar year ended December 31, 2018 over US$150,000?

Yes _____ **No** _____

(h) Was your annual income for the calendar year ended December 31, 2017 over $150,000?

Yes _____ No _____

(i) Do you anticipate that your annual income for the year ended December 31, 2019 will be over $150,000?

Yes _____ No _____

(j) Do you anticipate that your current amount of income will change in the foreseeable future?

Yes _____ No _____

If so, when, why and to what amount will that income change?:

_____

_____

(k) If your responses to questions 4(a) through 4(c) were "No," please provide your annual income for the calendar years ending December 31, 2018 and December 31, 2017.

December 31, 2018: $

December 31, 2017: $

(l) If your responses to questions 4(a) through 4(c) were "No" please provide your joint annual income with your spouse for the calendar years ending December 31, 2018 and December 31, 2017.

December 31, 2018: $

December 31, 2017: $

5. Net Worth

(c) Please provide your net worth (for the purposes of calculating net worth: (i) your primary residence shall not be included as an asset; (ii) indebtedness that is secured by your primary residence, up to the estimated fair market value of the primary residence at the time of the sale and purchase of Securities contemplated by the accompanying Plan of Merger, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of the sale and purchase of the Securities contemplated by the accompanying Plan of Merger 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 shall be included as a liability); and (iii) indebtedness that is secured by your primary residence in excess of the estimated fair market value of the primary residence shall be included as a liability)

Net Worth: $ _____

(d) Does your proposed purchase of the Securities exceed:

____ 10% of your net worth (excluding your personal residence, home furnishings and automobiles)?

____ 20% of your net worth (excluding your personal residence, home furnishings and automobiles)?

6. 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).

_____

_____

_____

_____

_____

_____

_____

7. Investment experience

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

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

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

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

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

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

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

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

(j) 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 _____

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

Year	Nature of Security	Business of issuer	Total amount invested

(g) 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 Securities?

Yes _____ No _____

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

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 _____ 2019.

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

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

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

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

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

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

Appendix "C" to

U.S. Representation Letter for U.S. Securityholders

FORM OF DECLARATION FOR REMOVAL OF LEGEND – RULE 904 UNDER THE U.S. SECURITIES ACT OF 1933

To: **Computershare Investor Services Inc.** (the "**Transfer Agent**")

And To: **[BC Co]** (the "**Company**")

The undersigned (A) acknowledges that the sale of _____ common shares of the Company to which this declaration relates, represented by certificate number _____, 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 (a) is not an "affiliate" of the Company, as that term is defined in Rule 405 under the U.S. Securities Act, or is an affiliate solely by virtue of being an officer or director of the Company, (b) is not a "distributor" as defined in Regulation S, and (c) is not 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 believed that the buyer was outside the United States, or (b) the transaction was executed on or through the facilities of the Toronto Stock Exchange, the TSX Venture Exchange, the Canadian Securities Exchange or any other "designated offshore securities market", 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 or will engage in any directed selling efforts in the United States 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 that term is defined in Rule 144(a)(3) under the U. S. Securities Act); (5) the seller does not intend to replace such securities 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 scheme to evade the registration provisions of the U. S. Securities Act. Terms used herein have the meanings given to them by Regulation S under the U.S. Securities Act.

Dated _____ 20___.

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 (**please print**)

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

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

We have read the representation letter of _____ (the "**Seller**") dated _____, 20__, pursuant to which the Seller has requested that we sell, for the Seller's account, _____ common shares of the Company represented by certificate number _____ (the "**Common Shares**"). We have executed sales of the Common Shares 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 the Common Shares was made to a person in the United States;

(2) the sale of the Common Shares was executed in, on or through the facilities of the Toronto Stock Exchange, the TSX Venture Exchange, the Canadian Securities Exchange or another "designated offshore securities market" (as defined in Regulation S under the U.S. Securities Act), 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 Common Shares 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 Common Shares (including, but not be limited to, the solicitation of offers to purchase the Common Shares 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 in this letter to the same extent as if this letter had been addressed to them.

Dated _____ 20_.

_____
Name of Firm

By: _____

Title: _____

JUVA LIFE DISCLOSURE SCHEDULE

Schedule 1.06 List of Stockholders of the Company

Share Register - Redacted

COMPANY SCHEDULES TO REPRESENTATIONS AND WARRANTIES IN SECTION 2 OF THE AGREEMENT AND PLAN OF MERGER

AS OF ●, 2019

The contents of the attached Schedules are exceptions to the representations and warranties set forth in Section 2 of the Agreement and Plan of Merger (the "Agreement") dated as of ●, 2019 by and among [BC CO], a company incorporated under the laws of the Province of British Columbia, East West Petroleum (California) Ltd., a company incorporated under the laws of the State of California and Juva Life Inc. a company incorporated under the laws of the State of California (the "Company"). Capitalized terms used but not defined herein have the respective meanings ascribed to them in the Agreement.

The inclusion in the attached Schedules of any matter or document shall not imply any representation or warranty not expressly given in the Agreement nor shall such disclosure be taken as extending the scope of any representation or warranty. Nothing in the attached Schedules constitutes an admission of liability or obligation to any third party, nor an admission to any third parties against the disclosing party's interest.

Whenever a disclosure summarizes an agreement or other document, such summary is qualified in its entirety by the terms, provisions and conditions of such agreement or other document.

Schedule 2.01(c) Subsidiaries

1. 1177988 B.C. Ltd.
2. Precision Apothecary, Inc.
3. VG Enterprises LLC

Schedule 2.03 Capitalization of the Company

1. Reference is made to the Financing described in Schedule 5.01.
2. The Company Warrants.
3. The Company has outstanding options to purchase 6,775,000 shares of common stock.

Schedule 2.04 Indebtedness

None.

Schedule 2.05 List of Stockholders of the Company

Attached.

Schedule 2.11 Financial Statements

The Company's only audited financial statements are for the period from incorporation on June 29, 2018 to July 31, 2018.

Schedule 2.12 Undisclosed Liabilities

None.

Schedule 2.13 Changes

None.

Schedule 2.14(a) Leased Property

25571 Clawiter Road, Hayward, CA
- Term
  - August 1, 2018 to December 31, 2022
- Base rent
  - $22,000 per month

3363 Enterprise Avenue, Hayward, CA
- Term
  - August 1, 2018 to January 14, 2023
- Base rent
  - $8,593.75 per month

633 San Juan, Stockton, CA
- Term
  - August 1, 2018 to July 31, 2023
- Base rent
  - $13,200 per month

1903 Navy Drive, Stockton, CA
- Term
  - August 1, 2018 to July 31, 2023
- Base rent
  - $11,500 per month

465 Convention Way, Unit 1, Redwood City, CA
- Term
  - December 1, 2018 to November 30, 2023
- Base rent
  - $6,052 per month

2827 South Rodeo Gulch, Suite 9, Soquel, CA
- Term
  - December 1, 2018 to May 30, 2019
- Base rent
  - $3,240 per month

Schedule 2.14(b) Contracts

1. Consulting agreement with Jackson and Main consulting at a cost of $8,333 per month.
2. Consulting agreement with Drivon Consulting at a cost of $3,000 per month.
3. Various contracts related to construction build-outs.

Schedule 2.17 Intellectual Property

1. "FROSTED FLOWERS" registered trademark
2. Unregistered marks/logos used by the Company: "JUVA LIFE".
3. The following registered domain: WWW.FROSTEDFLOWERS.COM
4. Pending applications:

Trademark	Classes	Classes & Goods (Table)	App No	App Date	Status
JUVA	40	40 - Manufacturing services for others in the field of dried plants and herbs, and live plants and plant seeds; Processing of herbs	88206128	26 Nov 2018	Pending
JUVA	31	31 - Dried plants; Herb seeds for planting; Live plants; Plant seeds	88206122	26 Nov 2018	Pending
JUVA	30	30 - Dried herbs	88206119	26 Nov 2018	Pending
JUVA	5	5 - Herbs for medicinal purposes; Medicinal herb extracts; Medicinal herbs in dried or preserved form; Medicinal herbs; Plant and herb extracts sold as components of medicated cosmetics	88206117	26 Nov 2018	Pending
JUVA	1	1 - Plant and herb extracts for use in the manufacture of cosmetics	88206114	26 Nov 2018	Pending
JUVA	42	42 - Product development for others; Research and development of new products for others	88206130	26 Nov 2018	Pending

Schedule 2.17(b) IP Exceptions

None.

Schedule 2.18 Employee Benefit Plans

1. 2018 Equity Incentive Plan.
2. Health, dental and vision plans
3. Section 125 Flexible Benefit plan.

Schedule 2.23 Interested Party Transactions

The leases for Clawiter Drive in Hayward, Enterprise Drive in Hayward, and San Juan Drive in Stockton are all subleases with Best Leasing Services which is 100% owned by Doug Chloupek, CEO and majority shareholder. The lease for Navy Drive in Stockton is with Doug Chloupek, CEO and Ramaundy Springfield, each a Company shareholder. Best Leasing is charging Juva Life rent at pass through leasing costs under Master Leases plus 10% administrative fee.

Schedule 2.26 Obligations to or by Stockholders

None.

Schedule 5.01 Conduct of Business by the Company Pending the Merger

The Company is offering approximately 2,857,142 units, consisting of one share of common stock and one warrant to purchase ½ of one share of common stock at a price of $0.35 CAD per unit (the "Financing").