BUSINESS COMBINATION AGREEMENT

by and among

IGNITE INTERNATIONAL BRANDS, LTD.,

1203243 B.C. LTD.,

1203238 B.C. LTD.,

IGNITE INTERNATIONAL, LTD.,

AND

THE SHAREHOLDERS OF IGNITE INTERNATIONAL, LTD.

dated as of

April 9, 2019

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BUSINESS COMBINATION AGREEMENT

This Business Combination Agreement (this "**Agreement**"), dated as of April 9, 2019, is entered into by and among Ignite International Brands, Ltd., a British Columbia corporation ("**Ignite CAN**"), 1203243 B.C. Ltd., a British Columbia corporation and a direct wholly-owned Subsidiary of Ignite CAN ("**Merger Sub**"), 1203238 B.C. Ltd., a British Columbia corporation ("**FinCo**"), Ignite International, Ltd., a Wyoming corporation (the "**Company**"), and the equity holders of the Company identified in Exhibit A hereto (the "**Transferors**"). Each of Ignite CAN, Merger Sub, FinCo, the Company, and the Transferors may be referred to herein individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

WHEREAS, each of FinCo and Merger Sub is a newly formed entity for purposes of the Arrangement;

WHEREAS, the Transferors and Ignite CAN own all of the issued and outstanding shares of the Company;

WHEREAS, the board of directors of Ignite CAN has determined that it would be in the best interests of Ignite CAN to combine the businesses conducted by Ignite CAN and the Company;

WHEREAS, at the Effective Time, pursuant to this Agreement and the Plan of Arrangement, the following will occur: (i) Ignite CAN will amend its Notice of Articles and Articles to create the Ignite CAN Proportionate Voting Shares and redesignate the Ignite CAN Common Shares as Ignite CAN Subordinate Voting Shares; (ii) if the Financing is completed prior to Closing, the Subscription Receipts will automatically convert into common shares of FinCo; (iii) if the Financing is completed prior to Closing, FinCo will amalgamate with Merger Sub and shareholders of FinCo will receive a proportionate number of Ignite CAN Subordinate Voting Shares; and (iv) the Transferors will transfer to Ignite CAN all of their Company Shares and in exchange therefor, Ignite CAN will issue to each of the Transferors, the number of Ignite CAN Subordinate Voting Shares or Ignite CAN Proportionate Voting Shares as specified in Exhibit A;

AND WHEREAS, for federal income tax purposes (A) (i) the Share Exchange and the Financing Transactions are intended to qualify as a single integrated transaction governed by the provisions of Section 351 of the Code, and/or (ii) the Share Exchange is intended to qualify as a reorganization governed by the provisions of Section 368(a) of the Code, and (B) upon completion of the Share Exchange, Ignite CAN is intended to be classified as a U.S. domestic corporation pursuant to Section 7874 of the Code.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1 - DEFINITIONS

The following terms have the meanings specified or referred to in this Article 1:

Section 1.1 Definitions

(1) "**Acquisition Proposal**" has the meaning ascribed thereto in Section 8.11(1).

(2) "**Action**" means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or otherwise, whether at Law or in equity.

(3) "**Affiliate**" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

(4) "**Agreement**" means this agreement among the Parties entered into for the purpose of effecting the Arrangement, including the schedules attached hereto, as the same may be supplemented or amended from time to time.

(5) "**AmalCo**" means the continuing corporation to be constituted upon completion of the amalgamation of FinCo and Merger Sub.

(6) "**Applicable Anti-Money Laundering Laws**" has the meaning ascribed thereto in Section 4(13).

(7) "**Applicable Securities Laws**" means Canadian Securities Laws and United States Securities Laws as applicable in the circumstances.

(8) "**Arrangement**" means the arrangement pursuant to section 288 of the BCBCA on the terms and pursuant to the conditions set forth in the Plan of Arrangement, subject to any amendments to the Plan of Arrangement made in accordance with the terms of this Agreement or made at the direction of the Court in the Final Order with the prior written consent of Ignite CAN.

(9) "**Arrangement Parties**" means, collectively, Ignite CAN, FinCo and Merger Sub.

(10) "**Basket**" has the meaning ascribed thereto in Section 11.5(1).

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

(12) "**Brokered Financing**" has the meaning ascribed thereto in Section 8.4.

(13) "**Business**" means the business of the Company as presently conducted.

(14) "**Business Day**" means any day except Saturday, Sunday or any other day on which commercial banks located in Vancouver, British Columbia are authorized or required by Law to be closed for business.

(15) "**Buyer Indemnitees**" has the meaning ascribed thereto in Section 11.2.

(16) "**Canadian Information Circular**" means the notice of the Ignite CAN Meeting to be sent to Ignite CAN Shareholders, and the accompanying management information circular to be prepared and sent in connection with the Ignite CAN Meeting, together with any amendments thereto or supplements thereof in accordance with the terms of this Agreement.

(17) "**Canadian IP License Agreement**" means the trademark & copyright license agreement to be entered on Closing between Canadian IP Sub and the Company permitting Canadian IP Sub to enter into manufacturing agreements and develop, market, promote, sell and distribute certain approved Ignite-branded products in Canada.

(18) "**Canadian IP Sub**" means a wholly-owned Subsidiary of Ignite CAN to be incorporated under the Laws of the Province of British Columbia prior to Closing.

(19) "**Canadian Securities Laws**" means the *Securities Act* (British Columbia) and the equivalent legislation in the other provinces and in the territories of Canada, as amended from time to time, the rules, regulations and forms made or promulgated under any such statute and the published national instruments, multilateral instruments, policies, bulletins and notices of the securities commissions and similar regulatory authorities of each of the provinces and territories of Canada and the published rules and policies of the CSE.

(20) "**Closing**" has the meaning ascribed thereto in Section 2.5.

(21) "**Closing Date**" has the meaning ascribed thereto in Section 2.5.

(22) "**Code**" means the Internal Revenue Code, as amended.

(23) "**Company**" means Ignite International, Ltd., a corporation existing under the Laws of Wyoming.

(24) "**Company Information**" has the meaning ascribed thereto in Section 3.2(1).

(25) "**Company Shares**" means the common shares of the Company.

(26) "**Convertible Note**" means the convertible promissory note in the principal amount of $5 million issued by the Company to Ignite CAN on April 26, 2018.

(27) "**Court**" means the Supreme Court of British Columbia.

(28) "**CSE**" means the Canadian Securities Exchange, upon which the Ignite CAN Subordinate Voting Shares are to be listed for trading following Closing as contemplated by this Agreement.

(29) "**Depositary**" means Odyssey Trust Company or such other Person as Ignite CAN appoints in writing.

(30) "**Direct Claim**" has the meaning ascribed thereto in Section 11.4(4).

(31) "**Dollars or $"** means the lawful currency of Canada.

(32) "**Effective Date**" has the meaning ascribed thereto in the Plan of Arrangement.

(33) "**Effective Time**" has the meaning ascribed thereto in the Plan of Arrangement.

(34) "**Encumbrance**" means any charge, claim, community property interest, pledge, condition, equitable interest, lien (statutory or other), option, security interest, mortgage, easement, encroachment, right of way, right of first refusal, or restriction of any kind, including any restriction on use, voting, transfer, receipt of income or exercise of any other attribute of ownership.

(35) "**Exchange Shares**" has the meaning ascribed thereto in Section 2.1.

(36) "**Fairness Opinion**" has the meaning ascribed thereto in Section 10.1(3).

(37) "**Final Order**" means the final order of the Court pursuant to Section 291 of the BCBCA, in a form acceptable to Ignite CAN, approving the Arrangement, as such order may be amended by the Court with the consent of Ignite CAN at any time prior to the Effective Date or, if appealed, then, unless such appeal is withdrawn or denied, as affirmed or as amended, on appeal, provided that any such amendment is acceptable to Ignite CAN and complies with the restrictions on amendment set forth in Section 13.10.

(38) "**Financing**" means the Brokered Financing and/or any Non-Brokered Financing consisting of a private placement of Subscription Receipts.

(39) "**Financing Transactions**" has the meaning ascribed thereto in Section 2.3.

(40) "**FinCo**" means 1203238 B.C. Ltd., a corporation incorporated under the BCBCA.

(41) "**GAAP**" means United States generally accepted accounting principles in effect from time to time.

(42) "**Governmental Authority**" means any federal, state, provincial, local or foreign government or political subdivision thereof, or any agency, or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi- governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of law), or any arbitrator, court or tribunal of competent jurisdiction.

(43) "**Governmental Order**" means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority.

(44) "**HSR Act**" means the *Hart-Scott-Rodino Antitrust Improvements Act* of 1976, as amended.

(45) "**HSR Approval**" has the meaning ascribed thereto in Section 8.14(3).

(46) "**IFRS**" means International Financial Reporting Standards applicable as at the date on which date such calculation is made or required to be made in accordance with generally accepted accounting principles applied on a basis consistent with preceding years.

(47) "**Ignite CAN**" means Ignite International Brands, Ltd., a corporation existing under the Laws of the Province of British Columbia.

(48) "**Ignite CAN Arrangement Resolution**" means a special resolution of the Ignite CAN Shareholders in respect of the Arrangement to be considered at the Ignite CAN Meeting, in substantially the form of Exhibit D hereto.

(49) "**Ignite CAN Common Shares**" means the common shares of Ignite CAN.

(50) "**Ignite CAN Disclosure Documents**" has the meaning ascribed thereto in Section 6(10).

(51) "**Ignite CAN Financial Statements**" has the meaning ascribed thereto in Section 6(14).

(52) "**Ignite CAN Meeting**" means the meeting of Ignite CAN Shareholders, including any adjournment or postponement thereof in accordance with the terms of this Agreement, that is to be convened as provided by the Interim Order to consider, and if deemed advisable approve, the Ignite CAN Arrangement Resolution.

(53) "**Ignite CAN Options**" means the options to purchase Ignite CAN Common Shares awarded under the Ignite CAN Options Plan.

(54) "**Ignite CAN Options Plan**" means the stock option plan approved by Ignite CAN Shareholders on September 14, 2017 authorizing Ignite CAN to grant Ignite CAN Options.

(55) "**Ignite CAN Optionholders**" means the holders of Ignite CAN Options.

(56) "**Ignite CAN Proportionate Voting Shares**" means proportionate voting shares in the capital of Ignite CAN.

(57) "**Ignite CAN's Knowledge**" or any other similar knowledge qualification related to Ignite CAN, means the actual knowledge of Eddie Mattei, Dan Bilzerian, Scott Rohleder and Luciano Galasso after due inquiry.

(58) "**Ignite CAN Shareholders**" means the holders of Ignite CAN Common Shares as of the record date for the Ignite CAN Meeting.

(59) "**Ignite CAN Shares**" means, together, the Ignite CAN Proportionate Voting Shares and the Ignite CAN Subordinate Voting Shares.

(60) "**Ignite CAN Subordinate Voting Shares**" means subordinate voting shares in the capital of Ignite CAN.

(61) "**Ignite CAN Warrants**" means the warrants to purchase Ignite CAN Common Shares.

(62) "**Indemnified Party**" has the meaning ascribed thereto in Section 11.4.

(63) "**Indemnifying Party**" has the meaning ascribed thereto in Section 11.4.

(64) "**Intended Tax Treatment**" has the meaning ascribed thereto in Section 3.4.

(65) "**International Jurisdiction**" has the meaning ascribed thereto in Section 5(29)(a).

(66) "**Interim Order**" means the interim order of the Court contemplated by Section 3.1(2) of this Agreement and made pursuant to Section 291 of the BCBCA, providing for, among other things, the calling and holding of the Ignite CAN Meeting, as the same may be amended by the Court with the consent of Ignite CAN, provided that any such amendment complies with the restrictions on amendment set forth in Section 13.10.

(67) "**International IP License Agreement**" means the trademark & copyright license agreement to be entered on Closing between International IP Sub and the Company permitting International IP Sub to enter into manufacturing agreements and develop, market, promote, sell and distribute certain approved Ignite-branded products everywhere in the world except for Canada and the United States.

(68) "**International IP Sub**" means a wholly-owned Subsidiary of Ignite CAN to be incorporated prior to Closing.

(69) "**Law**" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any Governmental Authority applicable to a Party, including its business and operations, except for any federal statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, or other rule of law related to the federal illegality of cannabis, including, but not limited to, the manufacture, sale, and/or distribution of cannabis or cannabis infused products or financial, banking or other services related thereto.

(70) "**Liability**" means any liability or obligation of whatever kind or nature (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or become due).

(71) "**Losses**" means losses, damages, liabilities, deficiencies, Actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance *providers; provided*, however, that "Losses" shall not include indirect or punitive damages, except in the case of fraud or to the extent actually awarded to a Governmental Authority or other third-party.

(72) "**Material Adverse Effect**" means any event, occurrence, fact, condition or change that is, or could reasonably be expected to become, individually or in the aggregate, materially adverse to (a) the business, results of operations, condition (financial or otherwise) or assets of a Party, or (b) the ability of a Party or Parties to consummate the transactions contemplated hereby on a timely basis; *provided, however*, that "Material Adverse Effect" shall not include any event, occurrence, fact, condition or change, directly or indirectly, arising out of or attributable to: (i) general economic or political conditions; (ii) any changes in financial or securities markets in general; (iii) acts of war (whether or not declared), armed hostilities or terrorism, or the escalation or worsening thereof; (iv) any action required or permitted by this Agreement; (v) any changes in applicable Law or accounting rules, including GAAP or IFRS; or (vi) the public announcement, pendency or completion of the transactions contemplated by this Agreement; *provided further, however*, that

any event, occurrence, fact, condition or change referred to in clauses (i) through (iii) above shall be taken into account in determining whether a Material Adverse Effect has occurred or could reasonably be expected to occur to the extent (and only to the extent) that such event, occurrence, fact, condition or change has a disproportionate effect on the Company or Ignite CAN compared to other participants in the industries in which the Company or Ignite CAN operates.

(73) "**Merger Sub**" means 1203243 B.C. Ltd., a wholly-owned Subsidiary of Ignite CAN incorporated under the Laws of the Province of British Columbia.

(74) "**Non-Brokered Financing**" has the meaning ascribed thereto in Section 8.4.

(75) "**Non-Recourse Party**" has the meaning ascribed thereto in Section 11.7.

(76) "**Permits**" means all permits, licenses, franchises, approvals, authorizations, registrations, certificates, variances and similar rights obtained, or required to be obtained, from Governmental Authorities for the operation of the Business.

(77) "**Person**" means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association or other entity.

(78) "**Plan of Arrangement**" means the plan of arrangement of Ignite CAN, substantially in the form of Exhibit C hereto, and any amendments or variations thereto made in accordance with the Plan of Arrangement or upon the direction of the Court in the Final Order with the consent of Ignite CAN, and, except in the circumstances described in the last sentence of Section 13.10, with the consent of the Company or the Transferors.

(79) "**Pre-Closing Tax Period**" means any taxable period ending on or before the Closing Date and, with respect to any taxable period beginning before and ending after the Closing Date, the portion of such taxable period ending on and including the Closing Date.

(80) "**Representative**" means, with respect to any Person, any and all directors, officers, employees, consultants, financial advisors, counsel, accountants and other agents of such Person.

(81) "**Section 3(a)(10) Exemption**" has the meaning ascribed thereto in Section 3.5(1).

(82) "**SEDAR**" means www.sedar.com, which is the official website that provides access to public securities documents and information filed by public companies and investment funds as maintained by the Canadian Securities Administrators (CSA) in the SEDAR filing system.

(83) "**Settlement Accountant**" has the meaning ascribed thereto in Section 9.6(1).

(84) "**Share Exchange**" means the transfer by the Transferors of their Company Shares to Ignite CAN in exchange for that number of Ignite CAN Subordinate Voting Shares or Ignite CAN Proportionate Voting Shares, as applicable, as specified in Exhibit A.

(85) "**Shareholder Approval**" means, subject to the terms of the Interim Order, the approval of the Ignite CAN Arrangement Resolution by (i) at least two-thirds of the votes cast on such resolution by Ignite CAN Shareholders present in person or by proxy at the Ignite CAN Meeting;

(ii) at least a simple majority of the votes cast on such resolution by Ignite CAN Shareholders present in person or by proxy at the Ignite CAN Meeting, excluding the Ignite CAN Shares held directly or indirectly by "affiliates" and "control persons" of Ignite CAN under National Instrument 41-101 – *General Prospectus Requirements* and Ontario Securities Commission Rule 56-501 – *Restricted Shares*; and (iii) at least a simple majority of the votes cast on such resolution by Ignite CAN Shareholders present in person or by proxy at the Ignite CAN Meeting, excluding the Ignite CAN Shares required to be excluded under Multilateral Instrument 61-101 – *Protection of Minority Security Holders in Special Transactions*.

(86) "**Shell Company**" has the meaning ascribed thereto in Section 5(25).

(87) "**Straddle Period**" means any period relevant to the computation of Taxes payable, refundable or remittable that begins on or prior to the Closing Date and ends after the Closing Date.

(88) "**Subscription Receipts**" has the meaning ascribed thereto in Section 8.4.

(89) "**Subsidiary**" or "**Subsidiaries**" means any entity (if singular) or all entities (if plural) that is/are partially or wholly-owned by a company.

(90) "**Tax**" or "**Taxes**" shall mean, without duplication, any (i) national, state, provincial, municipal and local income, gross receipts, franchise, estimated, alternative minimum, add on minimum, sales, use, transfer, goods or services, harmonized, registration, value added, excise, natural resources, severance, stamp, occupation, premium, windfall profit, environmental, customs, duties, levies, profits, real property, personal property, capital stock, social security (or similar), employment, unemployment, disability, payroll, license, employee or other withholding, unclaimed property or escheat, or other tax, of any kind whatsoever, including any interest, penalties or additions to tax, and (ii) any liability for the payment of any amounts of the type described in clause (i) as a result of being a member of an affiliated, consolidated, combined or unitary group, as a result of any tax sharing, allocation or indemnity agreement, arrangement or understanding, or as a result of being liable for another Person's taxes as a transferee or successor, by agreement or otherwise.

(91) "**Tax Act**" means the *Income Tax Act*, R.S.C. 1985, c.1 (5th Supp.) and the regulations thereto, as now in effect and as it may be amended from time to time.

(92) "**Tax Return**" means any return, declaration, report, claim for refund, information return or statement or other document relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

(93) "**Third-Party Claim**" has the meaning ascribed thereto in Section 11.4(2).

(94) "**Total Consideration**" has the meaning ascribed thereto in Section 2.1.

(95) "**Trademark & Copyright License Agreement**" means the trademark & copyright license agreement dated September 29, 2018 between the Company and Ignite CAN.

(96) "**Transferor Indemnitees**" has the meaning ascribed thereto in Section 11.3.

(97) "**Transferor Representative**" has the meaning ascribed thereto in Section 9.6(1).

(98) "**Transferors**" means, collectively, Dan Bilzerian, Veritas Investments, Ltd., Vulcan Enterprises SKN, Ltd., [**Redacted** – name], [**Redacted** – name], [**Redacted** – name], [**Redacted** – name], [**Redacted** – name] and Scott Rohleder.

(99) "**Transaction Documents**" shall mean this Agreement, the Plan of Arrangement, the Canadian IP License Agreement, the International IP License Agreement, the Canadian Information Circular, and the other documents and agreements contemplated hereby and thereby.

(100) "**United States Securities Laws**" means the U.S. Securities Act and the U.S. Exchange Act, together with the applicable "blue-sky" or securities legislation in the states of the United States.

(101) **"U.S. Cannabis Laws"** means the Controlled Substances Act of 1970, 21 U.S.C. Section 801, et seq., any regulations promulgated pursuant thereto, and any other Law predicated on the violation thereof;

(102) "**U.S. Person**" means a "U.S. person" as that term is defined in Rule 902(k) of Regulation S under the U.S. Securities Act and, without limiting such definition, includes a natural person resident in the United States, a partnership or corporation organized or incorporated under the Laws of the United States, a trust of which any trustee is a U.S. person and a partnership or corporation organized or incorporated under the Laws of any foreign jurisdiction by a U.S. person principally for the purpose of investing in securities not registered under the U.S. Securities Act, unless it is organized or incorporated, and owned by United States "Accredited Investors" who are not natural persons, estates or trusts.

(103) "**U.S. Resident**" means a resident of the United States as determined in accordance with Rule 3b-4 under the U.S. Exchange Act.

(104) "**U.S. Exchange Act**" means the *Securities Exchange Act of 1934*, as amended, of the United States of America, and the rules and regulations promulgated from time to time thereunder.

(105) "**U.S. Securities Act**" means the *Securities Act of 1933*, as amended, of the United States of America, and the rules and regulations promulgated from time to time thereunder.

ARTICLE 2- SHARE EXCHANGE AND OTHER CLOSING MATTERS

Section 2.1 Share Exchange

Subject to the terms and conditions set forth herein, at the Closing, the Transferors shall transfer to Ignite CAN all of their Company Shares and any other equity instruments or instruments exchangeable into equity of the Company, free and clear of all Encumbrances, and in exchange therefor Ignite CAN shall issue and deliver to the Transferors such number of Ignite CAN Subordinate Voting Shares or Ignite CAN Proportionate Voting Shares as specified for each

Transferor in Exhibit A hereto (the "**Exchange Shares**"), at a deemed price of $4.558 per Company Share for an aggregate deemed price of $376,563,728 (the "**Total Consideration**").

Section 2.2 Share Reorganization

Subject to the terms and conditions set forth herein, on Closing, Ignite CAN will amend its Notice of Articles and Articles to create the Ignite CAN Proportionate Voting Shares, which shall have the rights and restrictions as set out in Exhibit E hereto, and redesignate the Ignite CAN Common Shares as Ignite CAN Subordinate Voting Shares.

Section 2.3 Financing and Related Transactions

If the Financing is completed prior to Closing, then at the Closing, and subject to the satisfaction of the conditions related to the Financing, the following will occur (together with the Financing and the liquidation and dissolution of AmalCo pursuant to Section 8.5, the "**Financing Transactions**"):

(a) each Subscription Receipt will convert, at no additional consideration or action by the holder, to one common share in the capital of FinCo;

(b) FinCo will amalgamate with Merger Sub to form AmalCo and shareholders of FinCo will receive one (1) Ignite CAN Subordinate Voting Share for each common share of FinCo held; and

(c) Ignite CAN's registrar and transfer agent will provide statements and any other documents required under the terms of the Financing to evidence the issuance of the Ignite CAN Subordinate Voting Shares in non-certificated book-entry form or other similar instrument.

Section 2.4 Transactions to be Effected at the Closing

(1) At the Closing, Ignite CAN shall deliver to the Transferors:

(a) each Transferor's allocation of the Exchange Shares in accordance with Exhibit A hereto, as evidenced by: (i) in the case of Ignite CAN Subordinate Voting Shares, statements from Ignite CAN's registrar and transfer agent showing the issuance of the Ignite CAN Subordinate Voting Shares in the names of the Transferors, and (ii) in the case of Ignite CAN Proportionate Voting Shares, share certificates issued by Ignite CAN evidencing the issuance of the Ignite CAN Proportionate Voting Shares in the names of the Transferors;

(b) a true and complete copy, certified by an officer of Ignite CAN, of (i) the resolutions duly and validly adopted by the board of directors of Ignite CAN evidencing its authorization of the execution of this Agreement and the other Transaction Documents to which Ignite CAN is a party and the consummation of the transactions contemplated hereby and thereby and (ii) the Ignite CAN Arrangement Resolution duly and validly adopted evidencing the Shareholder Approval;

(c) a true and complete copy, certified by an officer of each of FinCo and Merger Sub of the resolutions duly and validly adopted by the respective boards of directors of FinCo and Merger Sub evidencing authorization of the execution of this Agreement and the other Transaction Documents to which they are a party and the consummation of the transactions contemplated hereby and thereby;

(d) a certificate of a duly authorized officer of Ignite CAN certifying as to the matters pertaining to Ignite CAN set forth in Section 10.3(1) and Section 10.3(2);

(e) evidence, in a form reasonably satisfactory to the Company, that the Arrangement has occurred in accordance with the terms of this Agreement; and

(f) all other agreements, documents, instruments or certificates required to be delivered by Ignite CAN to the Transferors at or prior to the Closing pursuant to Section 10.3 of this Agreement.

(2) At the Closing, the Company and the Transferors shall deliver to Ignite CAN, as applicable:

(a) Company Share transfer documents evidencing the transfer of the Company Shares to Ignite CAN, free and clear of all Encumbrances, or such other evidence of transfer of the Company Shares satisfactory to Ignite CAN;

(b) a true and complete copy, certified by an officer of the Company, of the resolutions duly and validly adopted by the board of directors of the Company evidencing authorization of the execution of this Agreement and the other Transaction Documents to which it is a party and the consummation of the transactions contemplated hereby and thereby; and

(c) all other agreements, documents, instruments or certificates required to be delivered by the Transferors or the Company at or prior to the Closing pursuant to Section 10.2 of this Agreement.

Section 2.5 Closing

Subject to the terms and conditions of this Agreement, the purchase and sale of the Company Shares contemplated hereby shall take place electronically at a closing (the "**Closing**") to be held at 1:01 p.m., Pacific Time, no later than two (2) Business Days after the last of the conditions to Closing set forth in Article 10 have been satisfied or waived (other than conditions which, by their nature, are to be satisfied on the Closing Date), or at such other time or on such other date or at such other place as the Company and Ignite CAN may mutually agree upon in writing (the day on which the Closing takes place being the "**Closing Date**").

Section 2.6 Withholding Tax

(1) Notwithstanding any other provision of this Agreement, FinCo, Ignite CAN, the Company, the Depositary and any other applicable withholding agent shall be entitled to deduct and withhold from the consideration otherwise payable in connection with any transactions referred to in this Agreement, the Plan of Arrangement or the Transaction Documents such amounts as such

withholding agent determines, acting reasonably, are required or reasonably believes to be required to be deducted and withheld from such consideration in accordance with the Tax Act, the Code or any provision of any other applicable Law. To the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes hereof as having been paid to the Person in respect of which such withholding was made. Each such withholding agent shall be authorized to sell or otherwise dispose of such portion of the Ignite CAN Shares payable hereunder as is necessary to provide sufficient funds to enable it to implement such deduction or withholding.

(2) Ignite CAN shall use commercially reasonable efforts to provide notice in advance of such withholding or deduction, and shall cooperate with the applicable Representative to take commercially reasonable steps to minimize or eliminate such withholding or deduction.

ARTICLE 3 - THE ARRANGEMENT

Section 3.1 The Arrangement

(1) On the terms and subject to the conditions hereof, Ignite CAN shall proceed to effect the Arrangement under section 288 of the BCBCA on the Effective Date, on the terms and subject to the conditions contained in the Plan of Arrangement.

(2) On the terms and subject to the conditions hereof, Ignite CAN shall:

(a) make and diligently prosecute an application to the Court for the Interim Order in respect of the Arrangement;

(b) in accordance with the terms of and the procedures contained in the Interim Order, duly call, give notice of, convene and hold the Ignite CAN Meeting as promptly as practicable; and

(c) subject to obtaining the approvals as contemplated in the Interim Order and as may be directed by the Court in the Interim Order, take all steps necessary or desirable to submit the Arrangement to the Court and apply for the Final Order as soon as reasonably practicable.

Section 3.2 The Ignite CAN Meeting

(1) The Company shall use its commercially reasonable efforts to obtain and furnish to Ignite CAN, as soon as practicable but in any event on or before April 30, 2019, the information and financial statements with respect to the Company required to be included under applicable Canadian Securities Laws in the Canadian Information Circular (the "**Company Information**"). The Company shall use its commercially reasonable efforts to assist Ignite CAN in the preparation of the Canadian Information Circular. The Company warrants that as of the date the Canadian Information Circular is first mailed to the Ignite CAN Shareholders and the date of the Ignite CAN Meeting, the Company Information shall be complete and correct in all material respects, shall not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they are made, not misleading and shall comply in all material respects with all applicable Canadian Securities Laws. The Company shall promptly correct any such information provided by it for use

in the Canadian Information Circular which shall have become false or misleading in any material respect at any time prior to the Ignite CAN Meeting. The Company shall also use commercially reasonable efforts to obtain any necessary consents from any of its auditors and any other advisors to the use of any financial or other expert information required to be included in the Canadian Information Circular or other filings and to the identification in such filings of each such advisor.

(2) Ignite CAN and the Company shall co-operate and use their reasonable commercial efforts in good faith to take, or cause to be taken, all reasonable actions, including the preparation of any applications for regulatory approvals, orders, registrations, consents, filings, rulings, exemptions, no-action letters, circulars and approvals required in connection with this Agreement and the Arrangement and the preparation of any required documents, in each case as reasonably necessary to discharge their respective obligations under this Agreement and the Plan of Arrangement, and to complete any of the transactions contemplated by this Agreement, including their obligations under applicable Law. It is acknowledged and agreed that, unless required to ensure that the Ignite CAN Subordinate Voting Shares are freely tradeable on the CSE and that the Ignite CAN Subordinate Voting Shares issued in connection with the Arrangement (not including any Ignite CAN Subordinate Voting Shares to be issued upon any exercise of Ignite CAN Options or Ignite CAN Warrants) will not be "restricted securities" within the meaning of Rule 144 under the U.S. Securities Act upon their issuance, subject to restrictions on transfers applicable to "affiliates" (as defined in Rule 405 under the U.S. Securities Act) of Ignite CAN following completion of the Arrangement, Ignite CAN and the Company shall not be required to file a prospectus or similar document or otherwise become subject to the securities laws of any jurisdiction (other than a province of Canada where Ignite CAN currently is a reporting issuer) in order to complete the Arrangement. Ignite CAN may elect, at its sole discretion, to make such securities and other regulatory filings in the United States or other jurisdictions as may be necessary or desirable in connection with the completion of the Arrangement. The Company shall provide to Ignite CAN all information regarding the Company required in connection with such filings.

(3) Subject to the terms of this Agreement and the Interim Order, and the provision of the Company Information, Ignite CAN agrees to convene and conduct the Ignite CAN Meeting by no later than May 29, 2019, in accordance with its governing documents, applicable Law and the Interim Order. Ignite CAN shall use its reasonable best efforts to obtain the Shareholder Approval, including voting any proxy obtained by it from shareholders in favor of such action, and shall take all other action reasonably necessary or advisable to secure the requisite approvals.

(4) Subject to the terms of this Agreement (including Section 13.10), the Company will cooperate with and assist Ignite CAN in obtaining the Fairness Opinion and seeking the Interim Order and the Final Order, including by providing Ignite CAN on a timely basis any information reasonably required or requested to be supplied by the Company in connection therewith.

(5) Ignite CAN shall use commercially reasonable efforts to obtain voting proxies approving of the Plan of Arrangement from Veritas Investments, Ltd., Vulcan Enterprises SKN, Ltd. and each director and officer of Ignite CAN who holds Ignite CAN Common Shares.

Section 3.3 Effective Time

Concurrently with the Closing, the Arrangement Parties shall cause the Arrangement to become effective at the Effective Time in accordance with the Plan of Arrangement.

Section 3.4 Treatment of the Arrangement

For U.S. federal income tax purposes (A)(i) the Share Exchange and the Financing Transactions are intended to qualify as a single integrated transaction governed by the provisions of Section 351 of the Code, and/or (ii) the Share Exchange is intended to qualify as a reorganization governed by the provisions of Section 368(a) of the Code, and (B) upon completion of the Share Exchange, Ignite CAN is intended to be classified as a U.S. domestic corporation pursuant to Section 7874 of the Code (the "**Intended Tax Treatment**"). This Agreement is intended to be a "plan of reorganization" within the meaning of the treasury regulations promulgated under section 368 of the Code. The Parties hereto agree that for United States federal and applicable state and local income tax purposes, the Arrangement, together with the Share Exchange, will be consistently treated by the Parties hereto with the Intended Tax Treatment, and agree to treat this Agreement as a "plan of reorganization" within the meaning of the treasury regulations promulgated under section 368 of the Code, and to not take any position on any Tax Return or otherwise take any Tax reporting position inconsistent with such treatment, unless otherwise required by applicable Tax law. Each Party agrees to act in good faith, consistent with the intent of the Parties and the Intended Tax Treatment of the Arrangement as set forth herein.

Section 3.5 U.S. Securities Laws

(1) The Parties intend that the issuance of the Ignite CAN Shares under the Arrangement shall be exempt from the registration requirements of the U.S. Securities Act pursuant to the exemption provided by Section 3(a)(10) thereof (the "**Section 3(a)(10) Exemption**"). Each Arrangement Party shall act in good faith, consistent with the intent of the Parties and the intended treatment of the Arrangement set forth in this Section 3.5.

(2) In order to ensure the availability of the Section 3(a)(10) Exemption, the Arrangement Parties agree that the Arrangement shall be carried out on the following basis:

(a) the Arrangement shall be subject to the approval of the Court;

(b) the Court shall be advised as to the intention of the Parties to rely on the Section 3(a)(10) Exemption prior to the hearing required to approve the Arrangement;

(c) the Court shall be required to satisfy itself as to the substantive and procedural fairness of the Arrangement;

(d) the Final Order shall expressly state that the Arrangement is approved by the Court as being substantively and procedurally fair to the Persons to whom the Ignite CAN Shares will be issued;

(e) the Arrangement Parties shall ensure that each Person entitled to receive Ignite CAN Shares pursuant to the Arrangement shall be given adequate notice advising

them of their right to attend and appear before the Court at the hearing of the Court for the Final Order and providing them with adequate information to enable such Person to exercise such right;

(f) each Person to whom Ignite CAN Shares shall be issued pursuant to the Arrangement shall be advised that such Ignite CAN Shares have not been registered under the U.S. Securities Act and shall be issued by Ignite CAN in reliance upon the exemption from the registration requirements of the U.S. Securities Act provided by Section 3(a)(10) of the U.S. Securities Act and, in the case of affiliates of Ignite CAN, shall be subject to certain restrictions on resale under the U.S. Securities Laws, including Rule 144 under the U.S. Securities Act;

(g) the Interim Order shall specify that each Person to whom Ignite CAN Shares shall be issued pursuant to the Arrangement shall have the right to appear before the Court at the hearing of the Court so long as such securityholder enters an appearance within a reasonable time; and

(h) the Final Order shall include a statement to substantially the following effect:

"This Order shall serve as the basis for reliance on the exemption provided by Section 3(a)(10) of the United States Securities Act of 1933, as amended, from the registration requirements otherwise imposed by that act, regarding the distribution of Ignite CAN Shares pursuant to the Plan of Arrangement."

Section 3.6 Ignite CAN Options and Ignite CAN Warrants

Pursuant to the Arrangement, the Ignite CAN Options and the Ignite CAN Warrants will remain outstanding in accordance with their terms, which terms provide that the holders thereof will receive, upon the exercise thereof, in lieu of each Ignite CAN Common Share to which such holder was theretofore entitled upon such exercise or conversion but for the same aggregate consideration payable therefor, the number of Ignite CAN Subordinate Voting Shares which the holder would have been entitled to receive as a result of the transactions contemplated by the Arrangement if, immediately prior to the Effective Date, such holder had been the registered holder of the number of Ignite CAN Common Shares to which such holder would have been entitled if such holder had exercised such holder's Ignite CAN Options or Ignite CAN Warrants immediately prior to the Effective Time.

Section 3.7 Ignite CAN Directors and Officers

(1) Immediately following the Effective Time, the board of directors of Ignite CAN shall be comprised of the three (3) current directors of Ignite CAN or such other persons as Ignite CAN determines, provided that such individuals are eligible to serve as a director of Ignite CAN under applicable Law and are acceptable to the CSE.

(2) On the Closing Date, and as of immediately following the Effective Time, the officers of Ignite CAN serving in those positions immediately prior to the Effective Time will remain the

officers of Ignite CAN until the earlier of their death, resignation or removal or until their respective successors are duly elected, qualified or appointed.

ARTICLE 4 - REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company represents and warrants to Ignite CAN that the following statements are true and correct as of the date hereof and as of the Closing Date:

(1) the Company is duly organized, validly existing and in good standing under the Laws of Wyoming, and has all necessary corporate power and authority to own or lease its property and assets and to carry on the Business as now conducted;

(2) the Company is duly qualified to do business and is in good standing under the Laws of each state or other jurisdiction in which the failure to have such standing would have a Material Adverse Effect on the Company;

(3) the Company has the power, authority and capacity to enter into the Transaction Documents and to carry out the terms thereto;

(4) the execution and delivery of the Transaction Documents and all other related agreements or documents, and the completion of the transactions contemplated thereby, will by the Effective Time have been duly and validly authorized by all necessary corporate acts on the part of it, and this Agreement constitute legal, valid and binding obligations of the Company;

(5) the Company has no Subsidiaries and does not own, directly or indirectly, any shares or other equity securities of any corporation or any equity or ownership interest in any business or Person;

(6) the Transferors are, and will be at the Effective Time, the sole registered and beneficial owners of the Company Shares as described in Exhibit A;

(7) the authorized capital stock of the Company as at the date of this Agreement consists of 200,000,000 Company Shares with par value of US$0.01 of which 87,616,000 Company Shares are currently issued and outstanding. All of the outstanding equity securities of the Company have been duly authorized and validly issued and are fully paid and non-assessable. None of the outstanding equity securities of the Company was issued in violation of any securities laws or any other legal requirement. There are no contracts purporting to restrict the transfer of any of the issued and outstanding securities of the Company, nor any contracts restricting or affecting the voting of any of the securities of the Company to which the Company is a party or of which the Company is aware. Other than the Convertible Note, there are no outstanding options, warrants, subscriptions, conversion rights or other rights, agreements, resolutions or commitments obligating the Company to issue any securities;

(8) no Person has any agreement or option or right or privilege (whether by Law, pre-emptive or contractual) capable of becoming an agreement or option or right or privilege, for the purchase, subscription, allotment or issuance of any of the unissued shares in the capital of the Company or for the issue of any other securities of any nature or kind of the Company, other than pursuant to the Convertible Note;

(9) neither the execution and delivery of the Transaction Documents, nor the completion of the transactions contemplated thereby will conflict with or will result in a violation or a breach of, or constitute (with or without due notice or lapse of time or both) a default under its constating documents or by-laws or any indenture, director or shareholder minutes of the Company, or any agreement or instrument or statute or Law to which the Company is a party or by which any assets of the Company are bound or any order, decree, statute, regulation, covenant or restriction applicable to the Company;

(10) other than the approval of the Transferors, no permit, consent, approval, order or authorization of, or registration or declaration with, any Governmental Authority with jurisdiction over the Company is required to be obtained by the Company or the Transferors in connection with the execution and delivery of the Transaction Documents or the completion of the transactions contemplated therein, except for those consents, orders, authorizations, declarations, registrations or approvals which are contemplated by the Transaction Documents or those consents, orders, authorizations, declarations, registrations or approvals that, if not obtained by the Closing Date, would not prevent or materially delay the completion of completion of the transactions contemplated under the Transaction Documents or otherwise prevent the Company from performing its obligations under the Transaction Documents;

(11) other than in respect to U.S. Cannabis Laws, the Company has conducted and is conducting its Business in compliance in all material respects with all applicable Laws of each jurisdiction in which it carries on Business or holds assets (including all applicable federal, state, municipal and local environmental anti-pollution and licensing Laws, regulations and other lawful requirements of any governmental or regulatory body, including all Governmental Authorities), holds all Permits, licences, certificates, consents and like authorizations necessary for it to carry on its Business in each jurisdiction where such Business is carried on that are material to the conduct of the Business of the Company and is in compliance in all material respects with all terms of such Permits, all such Permits are valid and in good standing, and the Company has not received a notice of non-compliance, or knows of, or has reasonable grounds to know of, any facts that could give rise to a notice of non-compliance with any such Laws;

(12) other than pursuant to U.S. Cannabis Laws, the Company has not been in violation of, in connection with the ownership, use, maintenance or operation of the property and assets thereof, any applicable federal, provincial, state, municipal or local Laws, by-laws, regulations, orders, policies, Permits or approvals having the force of law, domestic or foreign, relating to environmental, health or safety matters which could reasonably be expected to have a Material Adverse Effect on the Company;

(13) the operations of the Company are in and have been conducted at all times compliance with applicable financial recordkeeping and reporting requirements of the money laundering statutes of all applicable jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any Governmental Authority (collectively, the **"Applicable Anti-Money Laundering Laws"**) and no action, suit or proceeding by or before any Governmental Authority involving the Company with respect to Applicable Anti-Money Laundering Laws is, to the knowledge of the Company, pending or threatened;

(14) there are no Actions or judgements, by or before any Governmental Authority or court now outstanding or pending or, to the best knowledge of the Company, threatened against or affecting the Company which involves the Business or any of its property or assets that, if adversely resolved or determined, would reasonably be expected to have a Material Adverse Effect on the Company after giving effect to the transactions contemplated under the Transaction Documents, and the Company is not aware of any existing reasonable basis on which any such Action or judgment might be commenced;

(15) the Company has (i) duly and timely filed, or caused to be filed, with appropriate taxation authorities, federal, state, provincial and local, all Tax Returns, reports and declarations which are required to be filed by it prior to the Effective Date and all such Tax Returns are true and correct in all material respects and have not been materially amended, and (ii) paid on a timely basis all Taxes and all assessments and reassessments of Taxes which have become due before the Effective Date and no taxing authority is asserting or has, to the knowledge of the Company threatened to assert, or has any basis for asserting against the Company any claim for additional Taxes;

(16) The Company is not, and has never been, a "United States real property holding corporation" as defined under Section 1445 of the Code; and

(17) the facts which are the subject of the representations and warranties of the Company contained in this Agreement comprise all material facts known to the Company which are material and relevant to its obligations under the Transaction Documents or which might prevent the Company from meeting its obligations under the Transaction Documents.

ARTICLE 5 - REPRESENTATIONS AND WARRANTIES OF THE TRANSFERORS

Each of the Transferors represents and warrants to Ignite CAN that the following statements are true and correct as of the date hereof and as of the Closing Date:

(1) it is and will be at the Effective Time the sole registered and beneficial owner of the Company Shares of such Transferor as set forth in Exhibit A opposite its name and, as at the Effective Time, there are no Encumbrances on any such Company Shares;

(2) it has the right, power, capacity and authority to enter into the Transaction Documents and to sell its Company Shares as contemplated by this Agreement;

(3) except as contemplated by the Transaction Documents, no Person has any option, warrant, right, call, commitment, conversion right, right of exchange or other agreement or any right or privilege (whether by Law, pre-emptive or contractual) capable of becoming an option, warrant, right, call, commitment, conversion right, right of exchange or other agreement for the purchase from the Transferor any of such Transferor's Company Shares, as the case may be;

(4) except as contemplated by the Transaction Documents, there are no agreements that could restrict the transfer of any of the Company Shares held by the Transferor, and no voting agreements, shareholders' agreements, voting trusts, or other arrangements restricting or affecting the voting of any of the Company Shares held by the Transferor to which the Transferor is a party or of which the Transferor is aware;

(5) the Transaction Documents have been, and each additional agreement or instrument required to be delivered pursuant to the Transaction Documents shall be, at the Effective Time, duly authorized, executed and delivered by the Transferor and each shall be, at the Effective Time, legal, valid and binding obligations of the Transferor enforceable against the Transferor in accordance with its terms;

(6) no permit, consent, approval, order or authorization of, or registration or declaration with, any Governmental Authority with jurisdiction over the Transferor is required to be obtained by such Transferor in connection with the execution and delivery of the Transaction Documents or the completion of the transactions contemplated therein, except for those consents, orders, authorizations, declarations, registrations or approvals which are contemplated by the Transaction Documents or those consents, orders, authorizations, declarations, registrations or approvals that, if not obtained by the Closing Date, would not prevent or materially delay the completion of the transactions contemplated under the Transaction Documents or otherwise prevent such Transferor from performing its obligations under the Transaction Documents;

(7) there are no Actions or judgements, by or before any Governmental Authority or court now outstanding or pending or, to the best knowledge of the Transferor, threatened against or affecting the Transferor which involves its business or any of its property or assets that, if adversely resolved or determined, would reasonably be expected to have a Material Adverse Effect on the Transferor after giving effect to the transactions contemplated under the Transaction Documents, and the Transferor is not aware of any existing reasonable basis on which any such Action or judgment might be commenced;

(8) except as disclosed in Exhibit A, the Transferor is not an "insider" of Ignite CAN as defined in the *Securities Act* (British Columbia);

(9) the Transferor is not a "registrant" as defined in the *Securities Act* (British Columbia);

(10) except as disclosed in Exhibit A, the Transferor does not hold, or control or direct, directly or indirectly, any securities of Ignite CAN;

(11) the Transferor is not acquiring the Exchange Shares as a result of, and will not itself engage in, any directed selling efforts (as defined in Regulation S promulgated under the U.S. Securities Act) in the United States in respect of the Exchange Shares which would include any activities undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for the resale of any of the Exchange Shares;

(12) the Transferor understands and acknowledges that the statutory and regulatory basis for the exemption claimed for the sale of the Exchange Shares to non-U.S. Persons, although in technical compliance with Regulation S, would not be available if the offering is part of a plan or scheme to evade the registration provisions of the U.S. Securities Act or any applicable state and provincial securities laws;

(13) the Transferor is acquiring the Exchange Shares for its own account, for investment purposes only and not with a view to any resale or distribution and, in particular, it has no intention to distribute either directly or indirectly the Exchange Shares in the United States or to, or for the account or benefit of, a Person in the United States; provided, however, that this paragraph shall

not restrict the Transferor from selling or otherwise disposing of the Exchange Shares pursuant to registration thereof under the U.S. Securities Act and any applicable state securities laws or under an exemption from such registration requirements. The Transferor does not presently have any agreement or understanding, directly or indirectly, with any Person to distribute any of the Exchange Shares in violation of Applicable Securities Laws;

(14) the Transferor and its advisors, if any, have been furnished with all materials relating to the business, finances and operations of Ignite CAN and materials relating to the offer and sale of the Exchange Shares which it has considered necessary or appropriate in connection with its investment decision to acquire the Exchange Shares. Such Transferor and its advisors, if any, have been afforded the opportunity to ask questions of Ignite CAN and receive answers concerning the terms and conditions of the acquisition of the Exchange Shares. Such Transferor understands that its investment in the Exchange Shares involves a high degree of risk. Such Transferor has sought such accounting, legal and tax advice as it has considered necessary to make an informed investment decision with respect to its acquisition of the Exchange Shares;

(15) the Transferor understands that no United States federal or state agency or any other government or governmental agency has passed on or made any recommendation or endorsement of the Exchange Shares or the fairness or suitability of the investment in the Exchange Shares nor have such authorities passed upon or endorsed the merits of the offering of the Exchange Shares;

(16) the Transferor 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 Exchange Shares and it is able to bear the economic risk of loss of its entire investment in the Exchange Shares. To the extent necessary, the Transferor has retained, at his or her own expense, and relied upon, its own professional advice regarding the investment, Tax and legal merits and consequences of acquiring and holding the Exchange Shares under the terms of the Agreement;

(17) the address of the Transferor set out in Exhibit A to the Agreement is the true and correct principal address of the Transferor and can be relied on by Ignite CAN for the purposes of state "blue-sky" laws and the Transferor has not been formed for the specific purpose of purchasing the Exchange Shares;

(18) the Transferor understands (i) the Exchange Shares have not been and will not be registered under the U.S. Securities Act or the securities laws of any state of the United States; and (ii) the offer and sale contemplated hereby to a Transferor that is a U.S. Person, or for the account or benefit of, a U.S. Person or a Person in the United States, is being made in reliance on an exemption from such registration requirements in reliance on Rule 506(b) of Regulation D promulgated under the U.S. Securities Act;

(19) if the Transferor is not a U.S. Person, the Transferor is not a U.S. Resident and the Transferor is not acquiring, directly or indirectly, the Exchange Shares for the account or benefit of a U.S. Person or a Person in the United States;

(20) the Transferor has not acquired the Exchange Shares as a result of any form of "general solicitation" or "general advertising" (as those terms are used in Regulation D under the U.S. Securities Act), including advertisements, articles, press releases, notices or other communications

published in any newspaper, magazine or similar media or on the Internet, or broadcast over radio or television, or the Internet or other form of telecommunications, including electronic display, or any seminar or meeting whose attendees have been invited by general solicitation or general advertising;

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

(a) to Ignite CAN;

(b) outside the United States in an "offshore transaction" meeting the requirements of either Rule 903 or Rule 904 of Regulation S under the U.S. Securities Act, if available, and in compliance with applicable local Laws and regulations;

(c) pursuant to Rule 144 under the U.S. Securities Act and in accordance with any applicable state securities or "blue-sky" laws; or

(d) 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 (c) and (d) above, it has prior to such sale furnished to Ignite CAN an opinion of counsel in form and substance reasonably satisfactory to Ignite CAN stating that such transaction is exempt from registration under Applicable Securities Laws and that the U.S. restrictive legend may be removed;

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

(23) it understands and agrees that there may be material Tax consequences to the Transferor of an acquisition, holding or disposition of any of the Exchange Shares and Ignite CAN gives no opinion and makes no representation with respect to the Tax consequences to the Transferor under United States federal, state, local or foreign Tax law of the Transferor's acquisition, holding or disposition of such Exchange Shares. In particular, no determination has been made whether Ignite CAN has been a "passive foreign investment company" within the meaning of Section 1297 of the Code;

(24) it consents to Ignite CAN making a notation on its records or giving instructions to any transfer agent of Ignite CAN in order to implement the restrictions on transfer set forth and described in this Agreement;

(25) it understands that (i) Ignite CAN 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 Ignite CAN 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 Exchange Shares, and (iii) Ignite CAN is not obligated to make Rule 144 under the U.S. Securities Act available for resales of the Exchange Shares;

(26) it understands and agrees that the financial statements of Ignite CAN have been prepared in accordance with IFRS and therefore may be materially different from financial statements prepared under GAAP and therefore may not be comparable to financial statements of United States companies;

(27) it understands and acknowledges that Ignite CAN is incorporated outside the United States and, consequently, it may be difficult to provide service of process on Ignite CAN and it may be difficult to enforce any judgment against Ignite CAN;

(28) it understands that Ignite CAN does not have any obligation to register the Exchange Shares under the U.S. Securities Act or any applicable state securities or "blue-sky" laws or to take action so as to permit resales of the Exchange Shares. Accordingly, a Transferor that is a U.S. Person, or is holding the Exchange Shares for the account or benefit of, a U.S. Person or a Person in the United States understands that absent registration, it may be required to hold the Exchange Shares indefinitely. As a consequence, such Transferor understands it must bear the economic risks of the investment in the Exchange Shares for an indefinite period of time;

(29) if the Transferor is resident of a country other than Canada or the United States, then the Transferor hereby represents and warrants to Ignite CAN that:

(a) the Transferor is knowledgeable of, or has been independently advised as to, the Applicable Securities Laws having application in the jurisdiction in which it is resident (the "**International Jurisdiction**") which would apply to the offer and sale of the Exchange Shares;

(b) the acquisition of the Exchange Shares by the Transferor from Ignite CAN complies with the securities Law requirements in the International Jurisdiction and the Transferor is acquiring the Exchange Shares pursuant to exemptions from prospectus or equivalent requirements under applicable Law or, if such is not applicable, the Transferor is permitted to purchase the Exchange Shares under applicable Laws of the International Jurisdiction without the need to rely on any exemptions;

(c) the applicable Laws of the International Jurisdiction do not require Ignite CAN to make any filings or seek any approvals of any kind from any securities regulator of any kind in the International Jurisdiction in connection with the offer, issue, sale or resale of any of the Exchange Shares; and

(d) the receipt of the Exchange Shares by the Transferor does not trigger (A) any obligation to prepare and file a prospectus or similar document, or any other report with respect to such purchase in the International Jurisdiction, or (B) any

continuous disclosure reporting obligation of Ignite CAN in the International Jurisdiction;

(30) the Transferor acknowledges that the Exchange Shares may be subject to escrow pursuant to the policies of the CSE. If required by the CSE, the Transferor agrees to abide by all escrow requirements imposed by the CSE and agrees to enter into the requisite form of escrow agreement as required by the CSE;

(31) the facts which are the subject of the representations and warranties of the Transferor contained in this Agreement comprise all material facts known to the Transferor which are material and relevant to the Transferor's obligations under the Transaction Documents or which might prevent the Transferor from meeting its obligations under the Transaction Documents or executing its rights; and

(32) the Transferor waives any and all interests, claims and actions in any way connected with, arising from, or related to the Exchange Shares.

ARTICLE 6 - REPRESENTATIONS AND WARRANTIES OF IGNITE CAN

Ignite CAN represents and warrants to the Company that the following statements are true and correct as of the date hereof and as of the Closing Date:

(1) Ignite CAN is a corporation duly incorporated, validly existing and in good standing under the Laws of the Province of British Columbia, and has the corporate power to own or lease its property and assets and to carry on its business as now conducted by it, is duly licensed or qualified as a foreign corporation in each jurisdiction in which the character of the property and assets now owned by it or the nature of its business as now conducted by it requires it to be so licensed or qualified (save where failure to have such license or qualification is not or would not reasonably be expected to result in a Material Adverse Effect on the operations of Ignite CAN) and has the corporate power to enter into the Transaction Documents and perform its obligations thereunder;

(2) Ignite CAN does not own or control directly or indirectly, any interest in any other corporation, association, partnership, joint venture or other business entity, other than (i) as disclosed in its public record under its profile at www.sedar.com, and (ii) Subsidiaries incorporated for the purposes of giving effect to the Transaction Documents and the transactions contemplated thereby;

(3) Ignite CAN is a "reporting issuer" within the meaning of applicable Canadian Securities Laws in the provinces of British Columbia, Alberta and Ontario, is not on the list of reporting issuers in default, is in compliance with all Applicable Securities Laws in all material respects and is not in material default of its continuous disclosure obligations under the securities laws of such provinces;

(4) the Ignite CAN Common Shares are listed for trading on the CSE and Ignite CAN is not in material default of any of the listing requirements of the CSE;

(5) the execution and delivery of the Transaction Documents and all other related agreements or documents, and the completion of the transactions contemplated thereby, will by the Effective

Time have been duly and validly authorized by all necessary corporate acts on the part of Ignite CAN, and the Transaction Documents constitute legal, valid and binding obligations of Ignite CAN;

(6) the authorized share capital of Ignite CAN consists of an unlimited number of common shares without par value, of which 20,717,091 Ignite CAN Common Shares are issued and outstanding as of the Effective Date, all of which shares are validly issued, fully paid, and non-assessable;

(7) except as set out in Exhibit B, there are, and will be at the Effective Time, no outstanding share purchase warrants, broker options, options, agreements, privileges (whether by Law, pre-emptive or contractual) capable of becoming an agreement or option or right or privilege, or other rights or other arrangements under which Ignite CAN is bound or obligated to issue additional shares in its capital, share purchase warrants, broker options, options or other rights to acquire shares in its capital, and, to Ignite CAN's knowledge, none of the Ignite CAN Shares are subject to the terms of any shareholder or voting trust agreement;

(8) there are no employees of Ignite CAN that Ignite CAN considers it has the right to terminate for cause, and no employee has made any claim or has any basis for any Action against Ignite CAN arising out of any statute, ordinance or regulation relating to discrimination in employment or employment practices, harassment, occupational health and safety standards or workers' compensation;

(9) to the knowledge of Ignite CAN, no employee or consultant has made or has any basis for making any claim (whether under Law, any employment or consulting agreement or otherwise) on account of or for: (a) overtime pay, other than overtime for the current payroll period; (b) wages or salary for any period other than the current payroll period; (c) any bonus, raise or other compensation or remuneration; (d) other time off, sick time or pay in lieu; or (e) any violation of any statute, ordinance, or regulation relating to minimum wages or the maximum hours of work;

(10) all disclosure documents of Ignite CAN filed since February 28, 2018 under the securities laws of the Provinces of British Columbia, Alberta and Ontario, including, but not limited to, financial statements, prospectuses, offering memorandums, information circulars, material change reports and shareholder communications (the "**Ignite CAN Disclosure Documents**") (i) did not, as of their respective dates or dates of amendment, if applicable, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not false or misleading in light of the circumstances under which they were made, and (ii) complied in all material respects with Applicable Securities Laws at the time they were filed or furnished. Ignite CAN has timely filed or furnished or caused to be filed or furnished with the applicable Canadian securities regulatory authorities all amendments, forms, reports, schedules, statements and other documents required to be filed or furnished by it with such regulatory authorities.

(11) neither the execution and delivery of the Transaction Documents, nor the completion of the transactions contemplated thereby will conflict with or will result in a violation or a breach of, or constitute (with or without due notice or lapse of time or both) a default under its constating documents or any indenture, director or shareholder minutes of Ignite CAN, or any agreement or

instrument or statute or Law to which Ignite CAN is a party or by which any assets of Ignite CAN are bound or any order, decree, statute, regulation, covenant or restriction applicable to Ignite CAN;

(12) except as disclosed in the Ignite CAN Disclosure Documents, there are no Actions judgements, assessments or reassessments, by or before any Governmental Authority or court now outstanding or pending or, to the best knowledge of Ignite CAN, threatened against or affecting Ignite CAN which involves its business or any of its property or assets that, if adversely resolved or determined, would reasonably be expected to have a Material Adverse Effect on Ignite CAN after giving effect to the transactions contemplated under the Transaction Documents, and Ignite CAN is not aware of any existing reasonable basis on which any such Action, judgment, assessment or reassessment might be commenced;

(13) Ignite CAN has (i) duly and timely filed, or caused to be filed, with appropriate Governmental Authorities, federal, state, provincial, local and all other Tax Returns that are required to be filed by it prior to the Effective Date, and all such Tax Returns are true and correct in all material respects and have not been materially amended, (ii) paid on a timely basis all Taxes and all assessments and reassessments of Taxes which have become due before the Effective Date, and (iii) withheld and remitted all amounts in respect of Taxes as required by applicable Law in respect of all periods ending prior to, or including, the Effective Time, and no Governmental Authority is asserting or has, to the knowledge of Ignite CAN threatened to assert, or has any basis for asserting against Ignite CAN any claim for additional Taxes or withholdings;

(14) the audited financial statements of Ignite CAN for the ten months ended December 31, 2018 (the "**Ignite CAN Financial Statements**"), a copy of which has been filed publicly with the British Columbia, Alberta and Ontario securities regulatory authorities and is available on SEDAR, are true and correct in every material respect and present fairly and accurately the financial position and results of the operations of Ignite CAN for the period then ended and the Ignite CAN Financial Statements have been prepared in accordance with IFRS;

(15) there are no material liabilities of Ignite CAN, whether direct, indirect, absolute, contingent or otherwise, which are not disclosed or reflected in the Ignite CAN Financial Statements except those incurred in the ordinary course of business of Ignite CAN since December 31, 2018 and such liabilities are recorded in the books and records of Ignite CAN;

(16) since December 31, 2018, there has not been any material adverse change of any kind whatsoever to the financial position or condition of Ignite CAN or any damage, loss or other change of any kind whatsoever in circumstances materially affecting the business, assets or listing of Ignite CAN or the right or capacity of Ignite CAN to carry on its business other than as disclosed in the Ignite CAN Financial Statements;

(17) Ignite CAN is conducting and has since incorporation conducted its business in compliance with all applicable Law of each jurisdiction in which it carries on business (save where failure to comply with such applicable Law does not or would not reasonably be expected to result in a Material Adverse Effect on the operations of Ignite CAN);

(18) other than the Shareholder Approval and the approval of the CSE, no permit, consent, approval, order or authorization of, or registration or declaration with, any Governmental Authority with jurisdiction over Ignite CAN is required to be obtained by Ignite CAN in connection with the execution and delivery of the Transaction Documents or the completion of the transactions contemplated therein, except for those consents, orders, authorizations, declarations, registrations or approvals which are contemplated by the Transaction Documents or those consents, orders, authorizations, declarations, registrations or approvals that, if not obtained by the Closing Date, would not prevent or materially delay the completion of the transactions contemplated under the Transaction Documents or otherwise prevent Ignite CAN from performing its obligations under the Transaction Documents;

(19) to Ignite CAN's knowledge, Ignite CAN is not in material breach of any Law, ordinance, statute, regulation, by-law, order or decree of any kind whatsoever, and there is nothing arising from the Transaction Documents that may cause Ignite CAN to be in material breach of any applicable Law, ordinance, statute, regulation, by-law, order or decree of any kind whatsoever;

(20) the facts which are the subject of the representations and warranties of Ignite CAN contained in this Agreement comprise all material facts known to Ignite CAN which are material and relevant to Ignite CAN's obligations under the Transaction Documents or which might prevent Ignite CAN from meeting its obligations under the Transaction Documents or executing its rights; and

(21) the only vote of any of Ignite CAN's shareholders necessary in connection with the entry into this Agreement by Ignite CAN and the consummation of the transactions contemplated hereby, including the Closing, is the approval of the Ignite CAN Arrangement Resolution by (i) at least two-thirds of the votes cast on such resolution by Ignite CAN Shareholders present in person or by proxy at the Ignite CAN Meeting; (ii) at least a simple majority of the votes cast on such resolution by Ignite CAN Shareholders present in person or by proxy at the Ignite CAN Meeting, excluding the Ignite CAN Shares held directly or indirectly by "affiliates" and "control persons" of Ignite CAN under National Instrument 41-101 – *General Prospectus Requirements* and Ontario Securities Commission Rule 56-501 – *Restricted Shares*; and (iii) at least a simple majority of the votes cast on such resolution by Ignite CAN Shareholders present in person or by proxy at the Ignite CAN Meeting, excluding the Ignite CAN Shares required to be excluded under Multilateral Instrument 61-101 – *Protection of Minority Security Holders in Special Transactions*.

ARTICLE 7 - REPRESENTATIONS AND WARRANTIES OF FINCO AND MERGER SUB

Each of FinCo and Merger Sub jointly and severally, represents and warrants to the Company and the Transferors that the following statements are true and correct as of the date hereof and as of the Closing Date:

(1) each of FinCo and Merger Sub is duly organized, validly existing and in good standing under the Laws of its jurisdiction of incorporation, and has all necessary corporate power and authority to own or lease its property and assets and to carry on its business as now conducted;

(2) each of FinCo and Merger Sub is duly qualified to do business and is in good standing under the Laws of each province or other jurisdiction in which the failure to have such standing would have a Material Adverse Effect on FinCo and Merger Sub, as applicable;

(3) each of FinCo and Merger Sub has the power, authority and capacity to enter into the applicable Transaction Documents and to carry out the terms thereto;

(4) the execution and delivery of the Transaction Documents and all other related agreements or documents, and the completion of the transactions contemplated thereby, will by the Effective Time have been duly and validly authorized by all necessary corporate acts on the part of it, and this Agreement constitute legal, valid and binding obligations of FinCo and the Merger Sub;

(5) each of FinCo and Merger Sub does not directly or indirectly engage in any business activities and does not directly or indirectly own, lease, license or have any rights with respect to any assets (tangible or intangible) or properties and no asset of FinCo or Merger Sub is subject to any Encumbrance;

(6) the authorized capital of FinCo consists of an unlimited number of common shares, of which one (1) share is issued and outstanding and owned of record by Edoardo Mattei;

(7) all of the Subscription Receipts and common shares of FinCo will be (i) duly authorized and validly issued, (ii) fully paid and non-assessable, (iii) issued in compliance with applicable Law, (iv) not issued in breach or violation of any contract or preemptive rights, rights of first refusal or other similar rights and (v) free and clear of all Encumbrances except for applicable transfer restrictions pursuant to applicable Law;

(8) the authorized capital of Merger Sub consists of unlimited common shares, of which one (1) share is issued and outstanding and owned of record by Ignite CAN;

(9) all of the common shares of Merger Sub (i) have been duly authorized and are validly issued, (ii) are fully paid and non-assessable, (iii) were issued in compliance with applicable Law, (iv) were not issued in breach or violation of any contract or preemptive rights, rights of first refusal or other similar rights and (v) are free and clear of all Encumbrances except for applicable transfer restrictions pursuant to applicable Law;

(10) except in connection with the Financing, no Person has any agreement or option or right or privilege (whether by Law, pre-emptive or contractual) capable of becoming an agreement or option or right or privilege, for the purchase, subscription, allotment or issuance of any of the unissued shares in the capital of the FinCo or Merger Sub or for the issue of any other securities of any nature or kind of FinCo or Merger Sub;

(11) except pursuant to the transactions contemplated hereunder, FinCo and Merger Sub do not own, or hold any right to acquire, any shares of capital stock, limited liability company or membership interests or any other equity security of any other Person; and

(12) FinCo and Merger Sub have not issued any debt security to any Person and are not otherwise subject to any debt for borrowed money to any Person.

ARTICLE 8- COVENANTS AND OTHER AGREEMENTS

Section 8.1 Conduct of Ignite CAN Prior to the Closing

(1) From the date hereof until the Closing, except as (i) otherwise provided or contemplated in this Agreement, including the consummation of the Share Exchange and the Arrangement, (ii) as required by applicable Law (including, but not limited to, the HSR Act) or Contract, (iii) consented to in writing by the Company (which consent shall not be unreasonably withheld, conditioned or delayed), (iv) to the extent that such action or inaction would not be reasonably likely to have a Material Adverse Effect on the Company, Ignite CAN shall (x) conduct its business in the ordinary course of business consistent with past practice; and (y) use commercially reasonable efforts to maintain and preserve intact the current organization, business and franchise of Ignite CAN. Without limiting the foregoing, from the date hereof until the Closing Date, Ignite CAN shall not:

(a) declare or pay any dividends or distribute any of its properties or assets to shareholders;

(b) except as contemplated by this Agreement, alter or amend its Articles or Notice of Articles or any other constating document;

(c) except with respect to the Financing, the granting of Ignite CAN Options contemplated under this Agreement or in connection with the exercise of an existing Ignite CAN Option or an existing Ignite CAN Warrant, issue, sell or deliver shares of its capital stock or issue or sell any securities convertible into, or options with respect to, or warrants to purchase or rights to subscribe for, any shares of its capital stock;

(d) except as contemplated by this Agreement, effect any recapitalization, reclassification, stock dividend, stock split or like change in its capitalization;

(e) make any redemption or purchase of any shares of Ignite CAN;

(f) except as contemplated by this Agreement or as consented to by the Company in writing, acquire, directly or indirectly, any assets, including but not limited to securities of other companies;

(g) except as consented to by the Company in writing, sell, pledge, lease, dispose of, grant any interest in, encumber or agree to sell, pledge, lease, dispose of, grant any interest in or encumber any of its assets;

(h) except as consented to by the Company in writing, incur or commit to incur any indebtedness or issue any debt securities or make or commit to make any capital expenditures;

(i) except as contemplated by this Agreement or as consented to by the Company in writing, make or rescind any material express or deemed election relating to Taxes, amend any Tax Return, settle or compromise any litigation relating to Taxes or change any of its methods of reporting income or deductions for federal, state,

national, provincial, local or foreign income Tax purposes from those employed in the preparation of the last filed federal, state, national, provincial, local or foreign income Tax Returns;

(j) take any action that would prevent the Share Exchange and the Arrangement from qualifying for the Intended Tax Treatment;

(k) except as contemplated by this Agreement or as consented to by the Company in writing, amend or terminate any material agreement (other than as a result of expiration of its term) or enter into any material agreement;

(l) except as contemplated by this Agreement, adopt a plan of complete or partial liquidation, dissolution, restructuring, recapitalization or other reorganization of Ignite CAN;

(m) become delinquent on any debts, Taxes and other material obligations;

(n) take any action which may be in violation of any applicable Law;

(o) except as consented to by the Company in writing or as contemplated by this Agreement, approve, authorize or implement any change to the business, financial condition or management of Ignite CAN; or

(p) authorize any of, or commit or agree to take any of, the foregoing actions.

Section 8.2 Conduct of the Company's Business Prior to the Closing

(1) From the date hereof until the Closing, except as (i) otherwise provided or contemplated in this Agreement, including the consummation of the Share Exchange and the Arrangement, (ii) as required by applicable Law (including, but not limited to, the HSR Act) or Contract, (iii) consented to in writing by Ignite CAN (which consent shall not be unreasonably withheld, conditioned or delayed), (iv) to the extent that such action or inaction would not be reasonably likely to cause a Company Material Adverse Effect, the Transferors shall, and shall cause the Company to, (x) conduct the Business in the ordinary course of business consistent with past practice; and (y) use commercially reasonable efforts to maintain and preserve intact the current organization, business and franchise of the Company, grow the current organization, and to preserve the rights, franchises, goodwill and relationships of its employees, customers, lenders, suppliers, regulators and others having business relationships with the Company. Without limiting the foregoing, from the date hereof until the Closing Date, the Company shall not:

(a) declare or pay any dividends or distribute any of its properties or assets to shareholders;

(b) issue, sell or deliver any shares of its capital stock or issue or sell any securities convertible into, or options with respect to, or warrants to purchase or rights to subscribe for, any shares of its capital stock;

(c) effect any recapitalization, reclassification, stock dividend, stock split or like change in their capitalization;

(d) amend or otherwise modify in any respect its organizational documents;

(e) make any redemption or purchase of any shares of the Company;

(f) acquire, directly or indirectly, any assets, including but not limited to securities of other companies;

(g) sell, pledge, lease, dispose of, grant any interest in, encumber or agree to sell, pledge, lease, dispose of, grant any interest in or encumber any of its assets;

(h) incur or commit to incur any indebtedness or issue any debt securities or make or commit to make any capital expenditures;

(i) make or rescind any material express or deemed election relating to Taxes, amend any Tax Return, settle or compromise any litigation relating to Taxes or change any of its methods of reporting income or deductions for federal, state, national, local or foreign income Tax purposes from those employed in the preparation of the last filed federal, state, national, local or foreign income Tax Returns;

(j) change its methods of accounting in effect as of December 31, 2018 (except as required by a change in GAAP accounting standards since December 31, 2018);

(k) make any increase in the compensation or benefits of any employees except in the ordinary course of business and consistent with past practice;

(l) take any action that would prevent the Share Exchange and the Arrangement from qualifying for the Intended Tax Treatment;

(m) amend or terminate any material agreement (other than as a result of expiration of its term) or enter into any agreement which would be a material agreement if in existence prior to the date of this Agreement;

(n) except as contemplated by this Agreement, adopt a plan of complete or partial liquidation, dissolution, restructuring, recapitalization or other reorganization of the Company;

(o) become delinquent on any debts, Taxes and other material obligations;

(p) take any action which may be in violation of any applicable Law;

(q) except as consented to by Ignite CAN in writing or as contemplated by this Agreement, approve, authorize or implement any change to the business, financial condition or management of the Company; or

(r) authorize any of, or commit or agree to take any of, the foregoing actions.

Section 8.3 License Agreements

Concurrently with Closing, the Company and Ignite CAN shall: (i) terminate the Trademark & Copyright License Agreement; (ii) cause Canadian IP Sub and the Company to enter into the Canadian IP License Agreement in form and substance agreed upon by the Company and Ignite CAN, acting reasonably; and (iii) cause International IP Sub and the Company to enter into the International IP License Agreement in form and substance agreed upon by the Company and Ignite CAN, acting reasonably.

Section 8.4 Financing

Prior to the Closing, FinCo shall use good faith efforts to complete a brokered private placement of subscription receipts ("**Subscription Receipts**") to be led by one or more broker(s) selected by the Company, at an issue price of per Subscription Receipt to be agreed upon by the Company, Ignite CAN and the broker(s) (the "**Brokered Financing**"). Each Subscription Receipt shall be automatically convertible for no additional consideration into common shares of FinCo which, on Closing, will be automatically exchanged for Ignite CAN Subordinate Voting Shares. In addition, the Company, Ignite CAN and FinCo may agree to complete a non-brokered private placement on substantially the same terms as the Brokered Financing, or on such other terms as agreed to by the Company and Ignite CAN (the "**Non-Brokered Financing**").

Section 8.5 Liquidation of AmalCo

If the Financing is completed prior to Closing, then as soon as practicable following Closing, Ignite CAN shall cause AmalCo to liquidate and wind-up and transfer its assets to Ignite CAN and dissolve.

Section 8.6 Ignite CAN Meeting

Each of Veritas Investments, Ltd. and Vulcan Enterprises SKN, Ltd. shall provide to Ignite CAN, at least two (2) Business Days prior to the Ignite CAN Meeting, executed voting proxies approving the Ignite CAN Arrangement Resolutions and any other matters that may come before the Ignite CAN Meeting which are reasonably necessary to consummate the transactions contemplated by this Agreement.

Section 8.7 Options

At or immediately following the Effective Time, Ignite CAN shall grant such number of options to acquire Ignite CAN Subordinate Voting Shares, with an exercise price of not less than $3.50 per share, to such persons as designated by the Company on Closing in accordance with the Ignite CAN Option Plan.

Section 8.8 Matters Relating to FinCo

Prior to the Closing, other than in connection with its obligations under this Agreement or in connection with the Financing and the transactions contemplated therein, FinCo shall not engage in any business, acquire any asset or incur any Liability, or take any other action that would cause

any of the representations and warranties of FinCo set forth in Article 7 of this Agreement not to be true and correct in accordance with the terms thereof.

Section 8.9 Matters Relating to Merger Sub

Prior to the Closing, other than in connection with the performance of its obligations under this Agreement and the transactions contemplated hereby, Merger Sub shall not engage in any business, acquire any asset or incur any Liability, or take any other action that would cause any of the representations and warranties of Merger Sub set forth in Article 7 of this Agreement not to be true and correct in accordance with the terms thereof.

Section 8.10 Access to Information

From the date hereof until the Closing, the Transferors and the Company shall: (a) afford Ignite CAN and its Representatives full and free access to and the right to inspect all properties, assets, premises, books and records, contracts and other documents and data related to the Company; (b) furnish Ignite CAN and its Representatives with such financial, operating and other data and information related to the Company as Ignite CAN or any of its Representatives may reasonably request; and (c) instruct the Representatives of the Transferors and the Company to cooperate with Ignite CAN in its investigation of the Company; provided, however, that any such investigation shall be conducted during normal business hours upon reasonable advance notice to the Company and in such a manner as to not materially interfere with the normal Business operations of the Company. No investigation by Ignite CAN or other information received by Ignite CAN shall operate as a waiver or otherwise affect any representation, warranty or agreement given or made by the Transferors in this Agreement.

Section 8.11 No Solicitation of Other Bids

(1) The Transferors and the Company shall not, and shall not authorize or permit any of their respective Affiliates or any of their respective Representatives to, directly or indirectly, (i) encourage, solicit, initiate, facilitate or continue inquiries regarding an Acquisition Proposal; (ii) enter into discussions or negotiations with, or provide any information to, any Person concerning a possible Acquisition Proposal; or (iii) enter into any agreements or other instruments (whether or not binding) regarding an Acquisition Proposal. The Transferors and the Company shall immediately cease and cause to be terminated, and shall cause their Affiliates and all of their respective Representatives to immediately cease and cause to be terminated, all existing discussions or negotiations with any Persons conducted heretofore with respect to, or that could lead to, an Acquisition Proposal. For purposes hereof, "**Acquisition Proposal**" shall mean any inquiry, proposal or offer from any Person (other than Ignite CAN or any of its Affiliates) concerning (i) a merger, consolidation, liquidation, recapitalization, share exchange or other business combination transaction involving the Company; (ii) the issuance or acquisition of shares of capital stock or other equity securities of the Company; (iii) the sale, lease, exchange or other disposition of any significant portion of the Company's properties or assets; or (iv) any other transaction which would prevent the Arrangement.

(2) The Transferors and the Company agree that the rights and remedies for noncompliance with this Section 8.11 shall include having such provision specifically enforced by any court

having equity jurisdiction, it being acknowledged and agreed that any such breach or threatened breach shall cause irreparable injury to Ignite CAN and that money damages would not provide an adequate remedy to Ignite CAN.

Section 8.12 Notice of Certain Events

(1) From the date hereof until the Closing, the Company and the Transferors, severally and not jointly, shall promptly notify Ignite CAN in writing of:

(a) any fact, circumstance, event or action the existence, occurrence or taking of which (A) has had, or could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, (B) has resulted in, or could reasonably be expected to result in, any representation or warranty made by the Company or the Transferors, as the case may be, hereunder not being materially true and correct or (C) has resulted in, or could reasonably be expected to result in, the failure of any of the conditions set forth in Article 10 to be satisfied;

(b) any notice or other communication from any Person alleging that the consent of such Person is or may be required in connection with the Arrangement;

(c) any notice or other communication from any Governmental Authority in connection with the Arrangement; and

(d) any Actions commenced or, to the Transferors' knowledge and the Company's Knowledge, threatened against, relating to or involving or otherwise affecting the Company that, if pending on the date of this Agreement that relates to the consummation of the Arrangement, or would have required disclosure pursuant to this Agreement.

(2) Ignite CAN's receipt of information pursuant to this Section 8.12 shall not operate as a waiver or otherwise affect any representation, warranty or agreement given or made by the Transferors in this Agreement.

Section 8.13 Confidentiality

From and after the Closing, each of the Parties shall, and shall cause its Affiliates to, hold, and shall use its commercially reasonable efforts to cause their respective Representatives to hold, in confidence any and all information, whether written or oral, concerning the other Parties, except to the extent that the Party can show that such information (a) is generally available to and known by the public through no fault of such Party or any of its Affiliates or their respective Representatives; or (b) is lawfully acquired by such Party or any of its Affiliates or their respective Representatives from and after the Closing from sources which are not prohibited from disclosing such information by a legal, contractual or fiduciary obligation.

Section 8.14 Governmental Approvals and Consents

(1) Each Party hereto shall, as promptly as possible, (i) make, or cause or be made, all filings and submissions required under any Law applicable to such Party or any of its Affiliates; (ii) if

required, use its commercial best efforts to ensure the valid transfer (or authorization to change ownership) of all Permits from the Company to Ignite CAN or a direct or indirect Subsidiary of Ignite CAN as of the Closing such that Ignite CAN and its Affiliates would not suffer any interruption in the operation of the Business as currently conducted after the Closing; and (iii) use commercially reasonable efforts to obtain, or cause to be obtained, all consents, authorizations, orders and approvals from all Governmental Authorities that may be or become necessary for its execution and delivery of this Agreement, the transactions contemplated hereby, including the Plan of Arrangement, and the performance of its obligations pursuant to this Agreement. Each Party shall cooperate fully with the other Party and its Affiliates in promptly seeking to obtain all such consents, authorizations, orders and approvals. The Parties hereto shall not willfully take any action that will have the effect of delaying, impairing or impeding the receipt of any required consents, authorizations, orders and approvals.

(2) The Transferors, the Company and Ignite CAN shall use commercially reasonable efforts to give all notices to, and obtain all consents from, all third parties.

(3) Without limiting the generality of the Parties' undertakings pursuant to subsections (1) and (2) above, the Transferors shall take and shall cause the Company to take, and Ignite CAN shall take, all reasonable action necessary to file as soon as practicable, but in no event later than the Closing Date or as otherwise required pursuant to applicable Laws, notifications under the HSR Act and any other applicable Law governing antitrust or competition matters, including, without limitation, any foreign antitrust Laws, and respond as promptly as practicable to any inquiries from the Federal Trade Commission and the Antitrust Division of the Department of Justice for additional information or documentation and to respond as promptly as practicable to all inquiries and requests received from any state attorney general or other Governmental Entity in connection with antitrust matters related to the Arrangement and use its commercially reasonable efforts to take or cause to be taken all other actions necessary, proper or advisable consistent with this Section 8.14 to cause the expiration or termination of the applicable waiting periods, or receipt of required authorizations, as applicable, under the HSR Act (the "**HSR Approval**"); *provided that* and notwithstanding the foregoing, nothing in this Agreement will require Ignite CAN or any of its Affiliates to take or refrain from taking any action that would (A) restrict, prohibit or limit the ownership or operation by Ignite CAN or its Affiliates of all or any material portion of the Business or assets of the Company or compel Ignite CAN of its Affiliates to dispose of or hold separately all or any material portion of the business or assets of Ignite CAN and its Affiliates taken as a whole, or impose any material limitation, restriction or prohibition on the ability of Ignite CAN and its Affiliates taken as a whole to conduct its business or own such assets, (B) restrict, prohibit or limit the ownership or operation by the Company of all or any material portion of the Business or assets of the Company or compel the Company to dispose of or hold separately all or any material portion of the Business or assets of the Company taken as a whole, or impose any material limitation, restriction or prohibition on the ability of the Company taken as a whole to conduct its Business or own such assets or (C) impose material limitations on the ability of Ignite CAN to consummate the transactions contemplated hereby. No Party shall voluntarily extend any waiting period under the HSR Act or enter into any agreement with any Governmental Entity to delay or not to consummate the Arrangement or any of the other transactions contemplated by this Agreement except with the prior written consent of the other Parties (such consent not to be unreasonably withheld or delayed and which reasonableness shall be determined in light of each

party's obligation to do all things necessary, proper or advisable to consummate and make effective, as promptly as practicable, the Arrangement).

Section 8.15 CSE Listing of Ignite CAN Subordinate Voting Shares

Ignite CAN shall use commercially reasonable efforts to cause the Ignite CAN Subordinate Voting Shares to be conditionally approved for listing on the CSE, subject to completion of the Arrangement, prior to the Closing Date. The Company and its counsel shall have the right to review and comment on any content in the CSE listing statement to be submitted to the CSE related to the Company or the Share Exchange before such filings are submitted to the CSE.

Section 8.16 Closing Conditions

From the date hereof until the Closing, each Party hereto shall use commercially reasonable efforts to take such actions as are necessary to expeditiously satisfy the closing conditions set forth in Article 10 hereof.

Section 8.17 Public Announcements

Unless otherwise required by applicable Law or stock exchange requirements (based upon the reasonable advice of counsel), the Transferors and its Affiliates shall not make any public announcements in respect of this Agreement or the transactions contemplated hereby or otherwise communicate with any news media without the prior written consent of Ignite CAN. Ignite CAN will provide the Company the opportunity to review and comment on the initial public announcement regarding this Agreement and the Arrangement as well as any other news release Ignite CAN proposes to issue.

Section 8.18 Further Assurances

Following the Closing, each of the parties hereto shall, and shall cause their respective Affiliates to, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

ARTICLE 9- TAX MATTERS

Section 9.1 Termination of Existing Tax Sharing Agreements

Any and all existing Tax sharing agreements (whether written or not) binding upon the Company or its Subsidiaries shall be terminated as of the Closing Date. After such date neither the Company, the Transferors nor any of the Transferors' Affiliates and their respective Representatives shall have any further rights or liabilities thereunder.

Section 9.2 Tax Indemnification

The Transferors shall indemnify the Company, Ignite CAN, and each Ignite CAN Affiliate and hold them harmless from and against (a) any Loss attributable to any breach of or inaccuracy in any representation or warranty made by the Transferors in this Agreement (b) any Loss

attributable to any breach or violation of, or failure to fully perform, any covenant, agreement, undertaking or obligation in this Article 9; (c) all Taxes of the Company or relating to the Business for all Pre-Closing Tax Periods; (d) all Taxes of any member of an affiliated, consolidated, combined or unitary group of which the Company (or any predecessor of the Company) is or was a member on or prior to the Closing Date by reason of a liability under Treasury Regulation Section 1.1502-6 or any comparable provisions of foreign, state or local Law; and (e) any and all Taxes of any Person imposed on the Company arising under the principles of transferee or successor liability or by contract, relating to an event or transaction occurring before the Closing Date. In each of the above cases, together with any out-of-pocket fees and expenses (including attorneys' and accountants' fees) incurred in connection therewith. The Transferors shall reimburse Ignite CAN for any Taxes of the Company that are the responsibility of the Transferors pursuant to this Section 9.2 within ten (10) Business Days after payment of such Taxes by Ignite CAN or the Company.

Section 9.3 Tax Treatment of Indemnification Payments

Any indemnification payments pursuant to this Article 9 shall be treated as an adjustment to the deemed exchange price for the Share Exchange by the Parties for Tax purposes, unless otherwise required by Law.

Section 9.4 Survival

Notwithstanding anything in this Agreement to the contrary, the provisions of this Article 9 shall survive for the full period during which the applicable Governmental Authority may make a reassessment of the Taxes at issue (giving effect to any waiver, mitigation or extension thereof) plus 90 days.

Section 9.5 Overlap

To the extent that any obligation or responsibility pursuant to Article 10 may overlap with an obligation or responsibility pursuant to this Article 9 the provisions of this Article 9 shall govern.

Section 9.6 Tax Returns

(1) Preparation of Tax Returns. The Company shall prepare, or cause to be prepared, and timely file, or cause to be timely filed, all Tax Returns of the Company that are required to be filed on or before the Closing Date and pay all Taxes due with such Tax Returns. All such Tax Returns shall be prepared in accordance with the most recent past practice of the Company (except as otherwise required by Law). Ignite CAN shall prepare, or cause to be prepared, and timely file, or cause to be timely filed, all Tax Returns of the Company that are required to be filed after the Closing Date, subject to review and approval by the Transferors, such approval not to be unreasonably withheld. All such Tax Returns with respect to a Pre-Closing Tax Period or Straddle Period that are to be prepared and filed by Ignite CAN pursuant to this Section 9.6(1) shall be (i) prepared and timely filed in a manner consistent with the most recent past practice of the Company and Section 9.6(2) (except as otherwise required by applicable Law) and (ii) delivered to the Representative designated by the Transferors (the "**Transferor Representative**") for the Transferor Representative's review no later than thirty (30) Business Days before the filing due

date thereof (or, in respect of sales Tax Returns, ten (10) Business Days before the filing due date thereof). If the Transferor Representative approves the Tax Returns, then Ignite CAN shall file or cause to be filed such Tax Returns. If, within twenty (20) days after the receipt of the Tax Returns (or, in respect of sales Tax Returns, five (5) Business Days before the filing due date thereof), the Transferor Representative notifies Ignite CAN that it disputes any of the contents of the Tax Returns, then Ignite CAN and the Transferor Representative shall attempt to resolve their disagreement within five (5) days following the notification of such disagreement. If Ignite CAN and the Transferor Representative are not able to resolve their disagreement, then the dispute shall be submitted to an accountant mutually agreed to by the parties (the "**Settlement Accountant**") as an expert and not an arbitrator, for resolution on at least a more-likely-than-not basis. Ignite CAN and the Representative shall use their reasonable efforts to cause the Settlement Accountant to resolve the disagreement within thirty (30) days after the date on which they are engaged or as soon as possible thereafter. The determination of the Settlement Accountant shall be final and binding on the parties. If the Settlement Accountant is unable to resolve any such dispute prior to the due date (with applicable extensions) for the relevant Tax Return, such Tax Return shall be filed as prepared by Ignite CAN subject to amendment, if necessary, to reflect the resolution of the dispute by the Settlement Accountant. The cost of the services of the Settlement Accountant shall be borne by the party whose calculation of the matter in disagreement differs the most from the calculation as finally determined by the Settlement Accountant. The Transferor Representative (on behalf of the equity holders) shall pay to Ignite CAN the amount of Taxes due with respect to such Tax Returns prepared by Ignite CAN in each case not less than five (5) days prior the date on which the applicable Tax is required to be remitted to a Governmental Authority.

(2) Straddle Periods. For purposes of preparing any income Tax Return of the Company, in the case of any Straddle Period, items of income, gain, loss and deduction shall be apportioned between the Pre-Closing Tax Period and the remaining portion of such Tax year or period on the basis of a closing of the books as of the end of the Closing; provided, however, that in the case of a Tax not based on income, receipts, proceeds, profits or similar items, the amount of Taxes for a Straddle Period apportioned to the Pre-Closing Tax Period shall be equal to the amount of Tax for the Straddle Period multiplied by a fraction, the numerator of which shall be the number of days from the beginning of the Tax period through the Closing Date and the denominator of which shall be the number of days in the Tax period.

(3) Tax Contests. If any Governmental Authority issues to the Company a notice of deficiency, or of its intent to audit or conduct another proceeding with respect to a Tax Return or Taxes of the Company, for any Pre-Closing Tax Period or Straddle Period that could adversely affect the Tax liability or any Tax position of any of the direct or indirect equity owners of the Company for any taxable period, then Ignite CAN shall notify the Transferor Representative, or the Transferor Representative shall notify Ignite CAN, as the case may be, of its receipt of such communication from the Governmental Authority within 10 days of receipt and provide the other party with copies of all correspondence and other documents received from the Governmental Authority. The Transferor Representative shall control any audit or other proceeding with respect to the Taxes or Tax Returns of the Company for any Pre-Closing Tax Period; *provided that* Ignite CAN shall be entitled to participate in the conduct of any such audit or other proceeding at its expense and the Transferor Representative shall not settle or compromise any such audit or other proceeding without the prior written consent of Ignite CAN, such consent not to be unreasonably withheld or delayed. Ignite CAN shall control any audit or other proceeding in respect of any Taxes or Tax

Returns of the Company for any Straddle Period; *provided that* the Transferor Representative, at its expense, shall have the right to participate in any such audit or other proceeding and Ignite CAN shall not settle, resolve, or abandon any such audit or other proceeding without the prior written consent of the Transferor Representative, such consent not to be unreasonably withheld or delayed.

(4) Cooperation. Each of Ignite CAN and the Transferors shall reasonably cooperate with the other party in connection with the filing of any Tax Return, in any audit, litigation or other proceeding with respect to Taxes, and in allowing the Transferor Representative to review Tax Returns of the Company for any Pre-Closing Tax Period or Straddle Period prepared by Ignite CAN pursuant to Section 9.6. Such cooperation shall include the retention and the provision of records and information that are reasonably relevant to any such audit, litigation or other proceeding and making employees available on a mutually convenient basis to provide additional information and explanation of any materials provided hereunder; *provided, however*, that Ignite CAN and its Affiliates shall not be required to provide records and information or additional information or explanation that are protected by the attorney-client, work product or similar protection or privilege. Ignite CAN agrees to retain all books and records with respect to Tax matters pertinent to the Company relating to any taxable period beginning before the Closing Date until the expiration of the statute of limitations (and, to the extent notified by the Transferors, any extensions thereof) of the respective taxable periods.

(5) Amendments. After the Closing, except as required by Law, each of Ignite CAN, its Affiliates and the Company shall not amend, modify, or otherwise change any Tax Return of the Company relating to any taxable period ending on or prior to the Closing Date without the prior written consent of the Transferors, which consent shall not be unreasonably withheld, conditioned or delayed. After the Closing, Ignite CAN, its Affiliates or the Company shall consult in good faith with the Transferors prior to amending, modifying, or otherwise changing any Tax Return of the Company with respect to the Straddle Period, and shall consider in good faith any reasonable comments of the Transferors with respect to such amendment, modification or change.

ARTICLE 10 - CONDITIONS TO CLOSING

Section 10.1 Conditions to Obligations of All Parties

The obligations of each Party to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment, at or prior to the Closing, of each of the following conditions any one or more of which may be waived (if legally permitted) in writing by both of the Company and Ignite CAN:

(1) Subject to the last paragraph of this Section 10.1, all consents or approvals from Governmental Authorities shall have been received for the consummation of the Share Exchange and the Arrangement and other transactions contemplated under this Agreement. No Governmental Authority shall have enacted, issued, promulgated, enforced or entered any Governmental Order which is in effect and has the effect of making the transactions contemplated by this Agreement illegal, otherwise restraining or prohibiting consummation of such transactions or causing any of the transactions contemplated hereunder to be rescinded following completion thereof.

(2) No Action shall have been commenced against Ignite CAN, the Transferors or the Company which, if successful, would prevent the Arrangement.

(3) Prior to obtaining the Interim Order, the board of directors of Ignite CAN shall have received the opinion (the "**Fairness Opinion**") of an advisor acceptable to Ignite CAN and the Company to the effect that, as of the date of such opinion, subject to the assumptions and limitations set out therein, the terms and conditions of the Arrangement are fair, from a financial point of view.

(4) The Interim Order and the Final Order shall have each been obtained on terms consistent with this Agreement, and shall not have been set aside or modified in a manner unacceptable to either Ignite CAN or the Company, on appeal or otherwise.

(5) Shareholder Approval of the Ignite CAN Arrangement Resolution shall have been obtained at the Ignite CAN Meeting in accordance with the Interim Order.

(6) The Notice of Articles and Articles of Ignite CAN shall be amended to create the Ignite CAN Proportionate Voting Shares and redesignate the Ignite CAN Common Shares as Ignite CAN Subordinate Voting Shares.

(7) Except in respect of those holders as are subject to restrictions on resale as a result of being a "control person" under Canadian Securities Laws or except for any Ignite CAN Shares required to be escrowed by the CSE, there shall be no resale restrictions on the Ignite CAN Shares issued in connection with the Share Exchange or the Arrangement under Canadian Securities Laws.

(8) The Ignite CAN Subordinate Voting Shares shall have been conditionally approved for listing, subject to issuance, on the CSE by no later than May 29, 2019.

(9) The HSR waiting period (and any extensions thereof) shall have expired or been terminated.

(10) The Trademark & Copyright License Agreement shall have been terminated, and the Canadian IP License Agreement and the International IP License Agreement shall have been entered into.

Section 10.2 Conditions to Obligations of Ignite CAN, FinCo and Merger Sub

The obligations of Ignite CAN, FinCo and Merger Sub to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or waiver, at or prior to the Closing, of each of the following conditions:

(1) Each of the representations and warranties of (a) the Company contained in Article 4 (b) the Transferors contained Article 5 shall be true and correct in all material respects as of the Closing Date as though made on the Closing Date (except to the extent such representations and warranties expressly relate to an earlier date, in which case, they shall be true and correct on and as of such earlier date).

(2) The Transferors (or a Representative of the Company on behalf of any Transferor) and the Company shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement to be performed or complied with by it or them prior to or on the Closing Date.

(3) From the date of this Agreement, there shall not have occurred any Material Adverse Effect on the Company, nor shall any event or events have occurred that, individually or in the aggregate, with or without the lapse of time, could reasonably be expected to result in a Material Adverse Effect on the Company.

(4) The Company shall have obtained the approval of its shareholders for the Arrangement by no later than April 8, 2019.

(5) Ignite CAN shall have received a certificate, dated the Closing Date and signed by a duly authorized officer of the Company, that each of the conditions set forth in Section 10.2(1) and Section 10.2(2) have been satisfied.

(6) Ignite CAN shall have received a certificate of an officer of the Company certifying that attached thereto are true and complete copies of all requisite resolutions adopted by the board of directors of the Company authorizing the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby, and that all such resolutions are in full force and effect and are all the resolutions adopted in connection with the transactions contemplated hereby.

(7) The Transferors (or a Representative of the Company on behalf of any Transferor) shall have delivered, or caused to be delivered, certificates evidencing transfer of the Company Shares, free and clear of Encumbrances, duly endorsed in blank or accompanied by stock powers or other instruments of transfer duly executed in blank.

(8) The Company shall have delivered all Permits, and all consents and approvals from Governmental Authorities required for the consummation of the Share Exchange and the Arrangement and other transactions contemplated under this Agreement, and such Permits and consents shall be in full force and effect and shall permit Ignite CAN or its designee to operate the Business on the Closing Date without any interruption to the Business as conducted prior to the Closing Date.

(9) The Company shall have delivered to Ignite CAN such other documents or instruments as Ignite CAN reasonably requests and are reasonably necessary to consummate the transactions contemplated by this Agreement.

(10) The Company shall have delivered to Ignite CAN a properly executed statement, dated as of the Effective Date, in accordance with United States Treasury Regulation Sections 1.897-2(h) and 1.1445-2(c)(3) and in a form reasonably acceptable to Ignite CAN, certifying that an interest in the Company is not a U.S. real property interest within the meaning of Section 897(c) of the Code.

(11) Each of the Transferors shall have delivered to Ignite CAN on an IRS Form W-9 or Form W-8BEN, as applicable, reasonably acceptable to Ignite CAN.

Section 10.3 Conditions to Obligations of the Transferors and the Company

The obligations of the Transferors and the Company to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or the Transferors' or the Company's waiver, at or prior to the Closing, of each of the following conditions:

(1) Each of the representations and warranties of (a) Ignite CAN contained in Article 6 and (b) FinCo and Merger Sub contained in Article 7 shall be true and correct in all material respects as of the Closing Date as though made on the Closing Date (except to the extent such representations and warranties expressly relate to an earlier date, in which case, they shall be true and correct on and as of such earlier date).

(2) Ignite CAN shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement to be performed or complied with by it prior to or on the Closing Date.

(3) The Transferors and the Company shall have received a certificate, dated the Closing Date and signed by a duly authorized officer of Ignite CAN, that each of the conditions set forth in Section 10.3(1) and Section 10.3(2) have been satisfied.

(4) Ignite CAN shall have delivered to the Transferors such other documents or instruments as the Transferors reasonably request and are reasonably necessary to consummate the transactions contemplated by this Agreement.

(5) From the date of this Agreement, there shall not have occurred any Material Adverse Effect on Ignite CAN, nor shall any event or events have occurred that, individually or in the aggregate, with or without the lapse of time, could reasonably be expected to result in a Material Adverse Effect on Ignite CAN.

ARTICLE 11 - SURVIVAL & INDEMNIFICATION

Section 11.1 Survival

Subject to the limitations and other provisions of this Agreement, the representations and warranties contained herein (other than any representations or warranties with respect to Tax matters which are subject to Article 9) shall survive the Closing and shall remain in full force and effect until the date that is twelve (12) months from the Closing Date. All covenants and agreements of the parties contained herein shall survive the Closing for the period explicitly specified herein. Notwithstanding the foregoing, any claims asserted in good faith with reasonable specificity (to the extent known at such time) and in writing by notice from the non-breaching party to the breaching party prior to the expiration date of the applicable survival period shall not thereafter be barred by the expiration of the relevant representation or warranty and such claims shall survive until finally resolved.

Section 11.2 Indemnification By the Transferors

For a period of twelve (12) months after the Closing and subject to the other terms and conditions of this Article 11, each of the Transferors, severally and not jointly, shall indemnify

and defend each of Ignite CAN and its Affiliates and their respective Representatives (collectively, the "**Buyer Indemnitees**") against, and shall hold each of them harmless from and against, and shall pay and reimburse each of them for, any and all Losses incurred or sustained by, or imposed upon, the Buyer Indemnitees based upon, arising out of, with respect to or by reason of:

(1) any inaccuracy in or breach of any of the representations or warranties of the Transferors contained in this Agreement, the Transaction Documents to which any of the Transferors is a Party, or in any certificate or instrument delivered by or on behalf of the Transferors pursuant to this Agreement, as of the date such representation or warranty was made or as if such representation or warranty was made on and as of the Closing Date (except for representations and warranties that expressly relate to a specified date, the inaccuracy in or breach of which will be determined with reference to such specified date);

(2) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by the Transferors pursuant to this Agreement; or

(3) any claim by any Person that Exhibit A hereto is inaccurate or incomplete.

Section 11.3 Indemnification By Ignite CAN

For a period of twelve (12) months after the Closing and subject to the other terms and conditions of this Article 11, Ignite CAN shall indemnify and defend each Transferor and its Affiliates and their respective Representatives (collectively, the "**Transferor Indemnitees**") against, and shall hold each of them harmless from and against, and shall pay and reimburse each of them for, any and all Losses incurred or sustained by, or imposed upon, the Transferor Indemnitees based upon, arising out of, with respect to or by reason of:

(1) any inaccuracy in or breach of any of the representations or warranties of Ignite CAN contained in this Agreement, the Transaction Documents to which Ignite CAN is a Party, or in any certificate or instrument delivered by or on behalf of either of them pursuant to this Agreement, as of the date such representation or warranty was made or as if such representation or warranty was made on and as of the Closing Date (except for representations and warranties that expressly relate to a specified date, the inaccuracy in or breach of which will be determined with reference to such specified date); or

(2) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by Ignite CAN pursuant to this Agreement.

Section 11.4 Indemnification Procedures

The party making a claim under this Article 11 is referred to as the "**Indemnified Party**", and the party against whom such claims are asserted under this Article 11 is referred to as the "**Indemnifying Party**".

(1) Any indemnification claims by an Indemnified Party pursuant to this Article 11 that does not result from a Third-Party Claim (as defined below) shall be asserted by the Indemnified Party giving the Indemnifying Party prompt written notice thereof, stating the amount of the Loss, if

known, and method of computation thereof, and containing a reference to the provisions of this Agreement in respect of which such right of indemnification is claimed or arises.

(2) Third-Party Claims. If any Indemnified Party receives notice of the assertion or commencement of any Action made or brought by any Person who is not a party to this Agreement or an Affiliate of a party to this Agreement or a Representative of the foregoing (a "**Third-Party Claim**") against such Indemnified Party with respect to which the Indemnifying Party is obligated to provide indemnification under this Agreement, the Indemnified Party shall give the Indemnifying Party reasonably prompt written notice thereof, but in any event not later than thirty (30) calendar days after receipt of such notice of such Third-Party Claim. The failure to give such prompt written notice shall not, however, relieve the Indemnifying Party of its indemnification obligations, except and only to the extent that the Indemnifying Party is harmed by reason of such failure. Such notice by the Indemnified Party shall describe the Third-Party Claim in reasonable detail, shall include copies of all material written evidence thereof and shall indicate the estimated amount, if reasonably practicable, of the Loss that has been or may be sustained by the Indemnified Party. The Indemnifying Party shall have the right to participate in, or by giving written notice to the Indemnified Party, to assume the defense of any Third-Party Claim at the Indemnifying Party's expense and by the Indemnifying Party's own counsel, and the Indemnified Party shall cooperate in good faith in such defense; *provided, that* if the Indemnifying Party is a Transferor, such Indemnifying Party shall not have the right to defend or direct the defense of any such Third-Party Claim that seeks an injunction or other equitable relief against the Indemnified Party. In the event that the Indemnifying Party assumes the defense of any Third-Party Claim, subject to subject to Section 11.4(3), it shall have the right to take such action as it deems necessary to avoid, dispute, defend, appeal or make counterclaims pertaining to any such Third-Party Claim in the name and on behalf of the Indemnified Party. The Indemnified Party shall have the right to participate in the defense of any Third-Party Claim with counsel selected by it subject to the Indemnifying Party's right to control the defense thereof. If the Indemnifying Party elects not to compromise or defend such Third-Party Claim, fails to promptly notify the Indemnified Party in writing of its election to defend as provided in this Agreement, or fails to diligently prosecute the defense of such Third-Party Claim, the Indemnified Party may, subject to Section 11.4(3), pay, compromise, defend such Third-Party Claim and seek indemnification for any and all Losses based upon, arising from or relating to such Third-Party Claim. The Transferors and Ignite CAN shall cooperate with each other in all reasonable respects in connection with the defense of any Third-Party Claim, including making available records relating to such Third-Party Claim and furnishing, without expense (other than reimbursement of actual out-of-pocket expenses) to the defending party, management employees of the non-defending party as may be reasonably necessary for the preparation of the defense of such Third-Party Claim.

(3) Settlement of Third-Party Claims. Notwithstanding any other provision of this Agreement, the Indemnifying Party shall not enter into settlement of any Third-Party Claim without the prior written consent of the Indemnified Party, except as provided in this Section 11.4(3). If a firm offer is made to settle a Third-Party Claim without leading to liability or the creation of a financial or other obligation on the part of the Indemnified Party and provides, in customary form, for the unconditional release of each Indemnified Party from all liabilities and obligations in connection with such Third-Party Claim and the Indemnifying Party desires to accept and agree to such offer, the Indemnifying Party shall give written notice to that effect to the Indemnified Party. If the Indemnified Party fails to consent to such firm offer within ten days after its receipt of such notice,

the Indemnified Party may continue to contest or defend such Third-Party Claim and in such event, the maximum liability of the Indemnifying Party as to such Third-Party Claim shall not exceed the amount of such settlement offer. If the Indemnified Party fails to consent to such firm offer and also fails to assume defense of such Third-Party Claim, the Indemnifying Party may settle the Third-Party Claim upon the terms set forth in such firm offer to settle such Third-Party Claim. If the Indemnified Party has assumed the defense pursuant to Section 11.4(2), it shall not agree to any settlement without the written consent of the Indemnifying Party (which consent shall not be unreasonably withheld or delayed).

(4) Direct Claims. Any Action by an Indemnified Party on account of a Loss which does not result from a Third-Party Claim (a "**Direct Claim**") shall be asserted by the Indemnified Party giving the Indemnifying Party reasonably prompt written notice thereof, but in any event not later than 30 days after the Indemnified Party becomes aware of such Direct Claim. The failure to give such prompt written notice shall not, however, relieve the Indemnifying Party of its indemnification obligations, except and only to the extent that the Indemnifying Party forfeits rights or defenses by reason of such failure. Such notice by the Indemnified Party shall describe the Direct Claim in reasonable detail, shall include copies of all material written evidence thereof and shall indicate the estimated amount, if reasonably practicable, of the Loss that has been or may be sustained by the Indemnified Party. The Indemnifying Party shall have thirty (30) days after its receipt of such notice to respond in writing to such Direct Claim. The Indemnified Party shall allow the Indemnifying Party and its professional advisors to investigate the matter or circumstance alleged to give rise to the Direct Claim, and whether and to what extent any amount is payable in respect of the Direct Claim and the Indemnified Party shall assist the Indemnifying Party's investigation by giving such information and assistance (including access to the Company's premises and personnel and the right to examine and copy any accounts, documents or records) as the Indemnifying Party or any of its professional advisors may reasonably request. If the Indemnifying Party does not so respond within such 30-day period, the Indemnifying Party shall be deemed to have rejected such claim, in which case the Indemnified Party shall be free to pursue such remedies as may be available to the Indemnified Party on the terms and subject to the provisions of this Agreement.

(5) Tax Claims. Notwithstanding any other provision of this Agreement, the control of any claim, assertion, event or proceeding in respect of Taxes of the Company (including, but not limited to, any such claim in respect of a breach of the representations and warranties in this Agreement or any breach or violation of or failure to fully perform any covenant, agreement, undertaking or obligation in Article 9) shall be governed exclusively by Article 9 hereof.

Section 11.5 Certain Limitations

The indemnification provided for in Section 11.2 or Section 11.3 shall be subject to the following limitations:

(1) The Indemnifying Party shall not be liable to the Indemnified Party for indemnification under in Section 11.2 or Section 11.3, as the case may be, until the aggregate amount of all Losses in respect of indemnification under the applicable Section exceeds 1.0% of Total Consideration (the "**Basket**"). Thereafter the Indemnifying Party shall be responsible for payment for Losses in excess of the Basket.

(2) The maximum amount of all Losses for which Ignite CAN shall be liable to the Transferor Indemnitees collectively pursuant to Section 11.3 shall be an amount equal to 10.0% of the Total Consideration.

(3) The limitations set forth in Section 11.5(1) and Section 11.5(2) above shall not apply to Losses involving fraud.

Section 11.6 Payments

Once a Loss is agreed to by the Indemnifying Party or finally adjudicated to be payable pursuant to this Article 11, the Indemnifying Party shall satisfy its obligations within fifteen (15) Business Days of such final, non-appealable adjudication by wire transfer of immediately available funds. The parties hereto agree that should an Indemnifying Party not make full payment of any such obligations within such fifteen (15) Business Day period, any amount payable shall accrue interest from and including the date of agreement of the Indemnifying Party or final, non-appealable adjudication to and including the date such payment has been made at a rate per annum equal to 15%. Such interest shall be calculated daily on the basis of a 365-day year and the actual number of days elapsed. In the event the Indemnifying Party is a Transferor, the Indemnified Party shall look directly to the Indemnifying Party for satisfaction of such indemnity obligations.

Section 11.7 Non-Recourse Parties

This Agreement may only be enforced against the named parties hereto and their respective successors and assigns (subject to the terms, conditions and other limitations set forth herein). Following the Closing, (a) all Actions that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement may be made only against the Persons that are expressly identified as parties hereto and their successors and assigns and (b) except as expressly provided hereunder, no Person who is not a named party to this Agreement including, without limitation, any director, officer, employee, incorporator, member, partner, stockholder, Affiliate, agent, attorney or representative of any named party to this Agreement, including any Person negotiating or executing this Agreement on behalf of a party hereto (each, a "**Non-Recourse Party**") shall have any liability or obligation with respect to this Agreement or with respect to any claim or cause of action that may arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement. Each Non-Recourse Party is expressly intended as a third-party beneficiary of this provision of this Agreement.

Section 11.8 Disclaimer of Additional Representations and Warranties

Each Party hereto acknowledges and agrees that, except for the representations, warranties and agreements expressly set forth in this Agreement, such Party is not relying on any other representation or warranty, express or implied, at Law or in equity, with respect to the matters contained herein. The foregoing shall not apply to the tax representations and other tax matters governed exclusively by Article 9.

Section 11.9 Tax Treatment of Indemnification Payments

All indemnification payments made under this Agreement shall be treated by the Parties as an adjustment to the deemed exchange price for the Share Exchange for Tax purposes, unless otherwise required by Law.

Section 11.10 Effect of Investigation

The representations, warranties and covenants of the Indemnifying Party, and the Indemnified Party's right to indemnification with respect thereto, shall not be affected or deemed waived by reason of any investigation made by or on behalf of the Indemnified Party (including by any of its Representatives) or by reason of the fact that the Indemnified Party or any of its Representatives knew or should have known that any such representation or warranty is, was or might be inaccurate or by reason of the Indemnified Party's waiver of any condition set forth in Section 10.2 or Section 10.3, as the case may be.

Section 11.11 Exclusive Remedies

The Parties acknowledge and agree that their sole and exclusive remedy with respect to any and all claims (other than claims to the extent arising from fraud) relating (directly or indirectly) to any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement or the transactions contemplated hereby shall be pursuant to the indemnification provisions set forth in Article 9 and this Article 11, regardless of the legal theory under which such liability or obligation may be sought to be imposed, whether sounding in contract or tort, or whether at Law or in equity, or otherwise. The provisions in this Agreement relating to indemnification, and the limits imposed on the Indemnified Parties' remedies with respect to this Agreement and the transactions contemplated hereby were specifically bargained for between sophisticated parties and were specifically taken into account in the determination of the amounts to be paid to the Transferors hereunder. No Indemnified Party may avoid the limitations on liability set forth in this Agreement by seeking damages for breach of contract, tort or pursuant to any other theory of liability. Nothing in this Section 11.11 shall limit the rights of a Party hereto to seek specific performance of the other Parties' obligations hereunder in accordance with this Agreement or limit a Party's right to bring a claim for fraud.

ARTICLE 12 - TERMINATION

Section 12.1 Termination

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

(a) by the mutual written consent of the Company and Ignite CAN;

(b) by Ignite CAN by written notice to the Company if Ignite CAN is not then in material breach of any provision of this Agreement and there has been a breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by the Transferors or the Company pursuant to this Agreement that would give rise to the failure of any of the conditions specified in Article 10 and such breach, inaccuracy or failure has not been cured by the Transferors or the

Company, as applicable, within ten (10) days of receipt of written notice of such breach from Ignite CAN;.

(c) by the Company by written notice to Ignite CAN if neither the Transferors nor the Company are then in material breach of any provision of this Agreement and there has been a breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by Ignite CAN pursuant to this Agreement that would give rise to the failure of any of the conditions specified in Article 10 and such breach, inaccuracy or failure has not been cured by Ignite CAN within ten (10) days of receipt of written notice of such breach from the Company;

(d) by Ignite CAN or by the Company in the event that (i) there shall be any Law that makes consummation of the transactions contemplated by this Agreement illegal or otherwise prohibited or (ii) any Governmental Authority shall have issued a Governmental Order restraining or enjoining the transactions contemplated by this Agreement, and such Governmental Order shall have become final and non-appealable;

(e) by Ignite CAN if the parties otherwise complied with the covenants specified in Article 8 applicable to Ignite CAN, but Ignite CAN failed to obtain the Shareholder Approval or the Ignite CAN Subordinate Voting Shares are not conditionally approved for listing on the CSE by May 29, 2019; or

(f) by Ignite CAN or by the Company if the Arrangement is not completed by May 30, 2019.

Section 12.2 Notice of Termination

A terminating party will provide written notice of termination to the other parties specifying with particularity the reason for such termination (including the provision or provisions of this Agreement pursuant to which such terminated is to be effected). If more than one provision of Section 12.1 is available to a terminating party in connection with a termination, a terminating party may rely on any available provisions in Section 12.1 for any such termination, whether or not to the exclusion of other available provisions in this Section 12.1.

Section 12.3 Effect of Termination

In the event of the termination of this Agreement in accordance with this Article 12, this Agreement shall forthwith become void and there shall be no liability on the part of any party hereto except:

(a) as set forth in this Article 12, Section 8.11(2) and Article 13 hereof; and

(b) that nothing herein shall relieve any party hereto from liability for any willful breach of any provision hereof.

ARTICLE 13 - MISCELLANEOUS

Section 13.1 Waiver

Any Party to this Agreement may, at any time prior to the Closing, by action taken by its general partner, board of directors, or officers thereunto duly authorized, waive any of the terms or conditions of this Agreement or agree to an amendment or modification to this Agreement in the manner contemplated by Section 13.10 and by an agreement in writing executed in the same manner (but not necessarily by the same Persons) as this Agreement.

Section 13.2 Expenses

Except as otherwise expressly provided herein, all costs and expenses, including, without limitation, fees and disbursements of counsel, financial advisors and accountants, incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the Party incurring such costs and expenses, whether or not the Closing shall have occurred.

Section 13.3 Notices

All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 13.3):

If to the Company or the Transferors:

Ignite International, Ltd.
6005 Las Vegas Blvd S, Suite 7
Las Vegas, NV 89119
E-mail: jim@ignite.co
Attention: Jim McCormick

If to Ignite CAN:

Ignite International Brands, Ltd.
11 Cidermill Avenue, Unit 200
Vaughan, Ontario L4K 4B6
E-mail: eddie@ignitecanada.co
Attention: Eddie Mattei

Section 13.4 Interpretation

For purposes of this Agreements, (a) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to Articles, Sections and Exhibits mean the Articles and Sections of, and Exhibits attached to, this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

Section 13.5 Heading

The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 13.6 Severability

If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Section 13.7 Entire Agreement

This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement and the Exhibits, the statements in the body of this Agreement will control. The Recitals to this Agreement are hereby incorporated into this Agreement.

Section 13.8 Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns. No Party may assign its rights or obligations hereunder without the prior written consent of the other Parties, which consent shall not be unreasonably withheld or delayed.

Section 13.9 No Third-Party Beneficiaries

Except as provided in Article 11, this Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 13.10 Amendment and Modification; Waiver

This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each Party hereto. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. Notwithstanding the foregoing, subject to applicable Law, the Interim Order and the Final Order, the Plan of Arrangement may be amended by Ignite CAN without the consent of the Transferors or the Company, unless such amendment could reasonably be expected to adversely affect the rights of the Transferors in the Arrangement or as holders of the Exchange Shares, or could reasonably be expected to adversely affect the value of the Total Consideration.

Section 13.11 Severability

If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect. The Parties further agree that if any provision contained herein is, to any extent, held invalid or unenforceable in any respect under the Laws governing this Agreement, they shall take any actions necessary to render the remaining provisions of this Agreement valid and enforceable to the fullest extent permitted by Law and, to the extent necessary, shall amend or otherwise modify this Agreement to replace any provision contained herein that is held invalid or unenforceable with a valid and enforceable provision giving effect to the intent of the Parties.

Section 13.12 Governing Law; Submission to Jurisdiction; Waiver of Jury Trial

This Agreement will be governed, including as to validity, interpretation and effect, by the Laws of the Province of British Columbia and the Laws of Canada applicable therein. Each of the Parties hereby irrevocably attorns to the non-exclusive jurisdiction of the courts of the Province of British Columbia in respect of all matters arising under and in relation to this Agreement or the Arrangement and waives, to the fullest extent possible, the defence of an inconvenient forum or any similar defence to the maintenance of proceedings in such courts.

Section 13.13 Specific Performance

The Parties agree that irreparable damage for which monetary damages, even if available, would not be an adequate remedy, would occur in the event that the parties do not perform their

obligations under the provisions of this Agreement (including failing to take such actions as are required of them hereunder to consummate this Agreement) in accordance with its specified terms or otherwise breach such provisions. The Parties acknowledge and agree that the Parties shall be entitled to seek an injunction, specific performance, or other equitable relief, to prevent breaches of this Agreement and to seek to enforce specifically the terms and provisions hereof, without proof of damages, prior to the valid termination of this Agreement in accordance with Section 12.1, this being in addition to any other remedy to which they are entitled under this Agreement. The Parties agree that Ignite CAN's stock price or financial metrics of Ignite CAN or any of its Affiliates prior to the Closing shall not affect the Parties' obligation to perform its respective obligations pursuant to this Agreement.

Section 13.14 Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers (as applicable) thereunto duly authorized.

IGNITE INTERNATIONAL BRANDS, LTD.

By: *(signed) Eddie Mattei*
Name: Eddie Mattei
Title:

1203243 B.C. LTD.

By: *(signed) Eddie Mattei*
Name: Eddie Mattei
Title:

1203238 B.C. LTD.

By: *(signed) Eddie Mattei*
Name: Eddie Mattei
Title:

IGNITE INTERNATIONAL, LTD.

By: *(signed) Jim McCormick*
Name: Jim McCormick
Title:

VERITAS INVESTMENTS, LTD.

By: *(signed) "Gregory Gilpin-Payne"*
Name: Gregory Gilpin-Payne
Title:

VULCAN ENTERPRISES SKN, LTD.

By: *(signed) "Gregory Gilpin-Payne"*
Name: Gregory Gilpin-Payne
Title:

[REDACTED – NAME]

By:
Name:
Title:

[REDACTED – NAME]

By: _____

Name:

Title:

[REDACTED – NAME]

By: _____

Name:

Title:

[REDACTED – NAME]

By: _____

Name:

Title:

_____ *(signed) "Dan Bilzerian"*

WITNESS **DAN BILZERIAN**

_____ _____

WITNESS **[REDACTED – NAME]**

_____ *(signed) "Scott Rohleder"*

WITNESS **SCOTT ROHLEDER**

EXHIBIT A

LIST OF TRANSFERORS AND EXCHANGE SHARES

Name of Transferor	**Company Shares**	**Ignite CAN Shares**	**Class of Ignite CAN Shares**	**Current Number of Ignite CAN Shares Held Directly or Indirectly**	**Insider of Ignite CAN (Yes/No)**	**Address**
Dan Bilzerian	56,500,000	748,625	Proportionate Voting Shares	Nil	Yes	[**Redacted –** address]
Veritas Investments, Ltd.	2,040,000	5,406,000	Subordinate Voting Shares	3,042,053	Yes	[**Redacted –** address]
Vulcan Enterprises SKN, Ltd.	9,600,000	25,440,000	Subordinate Voting Shares	7,098,125	Yes	[**Redacted –** address]
[**Redacted –** name]	13,500,000	35,775,000	Subordinate Voting Shares	Nil	No	[**Redacted –** address]
[**Redacted –** name]	400,000	1,060,000	Subordinate Voting Shares	Nil	No	[**Redacted –** address]
[**Redacted –** name]	116,000	1,537	Proportionate Voting Shares	Nil	No	[**Redacted –** address]
[**Redacted –** name]	200,000	2,650	Proportionate Voting Shares	Nil	No	[**Redacted –** address]
[**Redacted –** name]	200,000	2,650	Proportionate Voting Shares	Nil	No	[**Redacted –** address]
Scott Rohleder	60,000	795	Proportionate Voting Shares	Nil	Yes	[**Redacted –** address]

EXHIBIT B

LIST OF IGNITE CAN OPTIONS AND IGNITE CAN WARRANTS OUTSTANDING AS OF THE EFFECTIVE TIME

Ignite CAN Options

Stock options	# of Options	Status	Strike	Role
Issued to [**Redacted** – name]	500,000	not vested	3.50	CEO
Issued to [**Redacted** – name]	400,000	not vested	3.50	CFO
Issued to [**Redacted** – name]	250,000	not vested	3.50	Employee
Issued to [**Redacted** – name]	200,000	not vested	3.50	Employee
Issued to [**Redacted** – name]	10,000	not vested	3.50	Employee
Issued to [**Redacted** – name]	50,000	not vested	3.50	Director
Issued to [**Redacted** – name]	40,000	vested	5.00	Former director
Issued to [**Redacted** – name]	40,000	vested	5.00	Current contract controller
Issued to [**Redacted** – name]	60,000	vested	5.00	Former ALQ contractor
Issued to [**Redacted** – name]	60,000	vested	5.00	Former interim CEO
TOTAL	1,610,000			

Ignite CAN Warrants

Date of Issuance	Name of Warrantholder	Number of Warrants	Exercise Price	Expiry Date
28-Sep-17	[**Redacted** – name]	54,236	2.15	September 28, 2019
31-Oct-17	[**Redacted** – name]	18,887	2.15	October 31, 2019
31-Oct-17	[**Redacted** – name]	17,339	2.15	October 31, 2019
31-Oct-17	[**Redacted** – name]	2,000	2.15	October 31, 2019
24-Nov-17	[**Redacted** – name]	5,642	2.15	November 24, 2019
24-Nov-17	[**Redacted** – name]	12,005	2.15	November 24, 2019
24-Nov-17	[**Redacted** – name]	6,300	2.15	November 24, 2019
24-Nov-17	[**Redacted** – name]	3,500	2.15	November 24, 2019
24-Nov-17	[**Redacted** – name]	2,660	2.15	November 24, 2019
TOTAL		122,569		

EXHIBIT C

PLAN OF ARRANGEMENT

UNDER SECTION 288 OF THE *BUSINESS CORPORATIONS ACT* (BRITISH COLUMBIA)

ARTICLE 1 - DEFINITIONS AND INTERPRETATION

1.1 Defined Terms

In this Plan of Arrangement, unless there is something in the subject matter or context inconsistent therewith, the following terms shall have the respective meanings set out below and grammatical variations of those terms shall have corresponding meanings:

(1) "**AmalCo**" means the continuing corporation to be constituted upon completion of the amalgamation of FinCo and Merger Sub.

(2) "**Arrangement**" means the arrangement pursuant to section 288 of the BCBCA on the terms and subject to the conditions set out in this Plan of Arrangement, subject to any amendments thereto made in accordance with the terms of the Business Combination Agreement or made at the direction of the Court in the Final Order with the prior written consent of Ignite CAN.

(3) "**Business Combination Agreement**" means the agreement made as of April 9, 2019 among Ignite CAN, FinCo, Merger Sub, Ignite US, and the shareholders of Ignite US, as the same may be amended, supplemented or otherwise modified from time to time in accordance with its terms.

(4) "**BCBCA**" means the *Business Corporations Act* (British Columbia), as amended.

(5) "**business day**" means any day except Saturday, Sunday or any other day on which commercial banks located in Vancouver, British Columbia are authorized or required by Law to be closed for business.

(6) "**Court**" means the Supreme Court of British Columbia.

(7) "**Depositary**" means Odyssey Trust Company or such other Person as Ignite CAN appoints in writing.

(8) "**DRS Advice**" means a statement that evidences a direct registration system book-entry position on the share registers of Ignite CAN.

(9) "**Effective Date**" means the date that Ignite CAN, FinCo and Merger Sub agree in writing to be the date upon which the Arrangement becomes effective.

(10) "**Effective Time**" means with respect to: (i) the step described in Section 3.1(a), the time that a notice of alteration in respect of the step described in Section 3.1(a) is filed with the Registrar and (ii) with respect to all other circumstances, (A) if the Financing is completed prior to the Effective Date, the time that the amalgamation application in respect of the step described in 3.1(c) is filed with the Registrar, or (B) if the Financing is not completed prior to the Effective Date, the time that a notice of alteration in respect of the step described in Section 3.1(a) is filed with the Registrar, or such other time on the Effective Date as Ignite CAN, FinCo and Merger Sub agree to in writing.

(11) "**Encumbrance**" means any mortgage, pledge, assignment, charge, lien, security interest, adverse interest in property, other third party interest or encumbrance of any kind whether contingent or absolute, and any agreement, option, right or privilege (whether by Law, contract or otherwise) capable of becoming any of the foregoing.

(12) "**Final Order**" means the final order of the Court pursuant to Section 291 of the BCBCA in a form acceptable to Ignite CAN, approving the Arrangement, as such order may be amended by the Court (with consent of Ignite CAN) at any time prior to the Effective Date or, if appealed, then, unless such appeal is withdrawn or denied, as affirmed or as amended (provided that any such amendment is acceptable to Ignite CAN) on appeal.

(13) "**FinCo**" means 1203238 B.C. Ltd., a corporation incorporated under the BCBCA.

(14) "**FinCo Shareholders**" means holders of FinCo Shares.

(15) "**FinCo Shares**" means common shares in the capital of FinCo.

(16) "**Governmental Entity**" means any (a) international, multinational, national, federal, provincial, territory, state, regional, municipal, local or other government or any governmental or public department, central bank, court, tribunal, arbitral body, commission, board, bureau, ministry, agency or instrumentality, domestic or foreign, (b) any subdivision, agent, commission, board or authority of any of the foregoing, (c) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing.

(17) "**Ignite CAN**" means Ignite International Brands, Ltd., a corporation existing under the BCBCA.

(18) "**Ignite CAN Arrangement Resolution**" means the special resolution of the Ignite CAN Shareholders approving this Plan of Arrangement.

(19) "**Ignite CAN Common Shares**" means the common shares in the capital of Ignite CAN.

(20) "**Ignite CAN Meeting**" means the meeting of Ignite CAN Shareholders convened as provided by the Interim Order at which the Ignite CAN Shareholders approved the Ignite CAN Arrangement Resolution.

(21) "**Ignite CAN Options Plan**" means the stock option plan of Ignite CAN as approved by Ignite CAN Shareholders on September 14, 2017.

(22) "**Ignite CAN Options**" means the options to purchase Ignite CAN Common Shares awarded under the Ignite CAN Options Plan.

(23) "**Ignite CAN Optionholders**" means the holders of Ignite CAN Options.

(24) "**Ignite CAN Proportionate Voting Shares**" means proportionate voting shares in the capital of Ignite CAN.

(25) "**Ignite CAN Shareholders**" means the holders of Ignite CAN Common Shares.

(26) "**Ignite CAN Shares**" means, collectively, the Ignite CAN Proportionate Voting Shares and the Ignite CAN Subordinate Voting Shares.

(27) "**Ignite CAN Subordinate Voting Shares**" means subordinate voting shares in the capital of Ignite CAN.

(28) "**Ignite CAN Warrants**" means the warrants to purchase Ignite CAN Common Shares.

(29) "**Ignite US**" means Ignite International, Ltd., a corporation organized under the Laws of Wyoming.

(30) "**Ignite US Shareholders**" means holders of Ignite US Shares.

(31) "**Ignite US Shares**" means common shares in the capital of Ignite US.

(32) "**Interim Order**" means the order of the Court made pursuant to Section 291 of the BCBCA, containing declarations and directions in respect of the notices to be given and the conduct of the Ignite CAN Meeting, in a form acceptable to Ignite CAN.

(33) "**Laws**" means all laws, by-laws, statutes, rules, regulations, orders, common law, principles of law or equity, ordinances, protocols, codes, notices, directions, judgments or other requirements of any Governmental Entity having the force of law, and the terms and conditions of any grant of approval, permission, authority or license of any Governmental Entity or self-regulatory authority, and the term "applicable" with respect to such laws and in a context that refers to one or more of the Parties, means such laws as are applicable to such Party or its business, undertaking, property or securities and emanate from a Person having jurisdiction over the Party or Parties or its or their business, undertaking, property or securities.

(34) "**Letter of Transmittal**" means the letter(s) of transmittal and election form for use by Ignite CAN Shareholders with respect to the Arrangement, which shall be mailed to Ignite CAN Shareholders.

(35) "**Merger Sub**" means 1203243 B.C. Ltd., a wholly-owned subsidiary of Ignite CAN incorporated under the BCBCA.

(36) "**Parties**" means Ignite CAN, FinCo, Merger Sub and AmalCo and "**Party**" means any one of them.

(37) "**Person**" includes an individual, firm, trust, partnership, association, corporation, joint venture, trustee, executor, administrator, legal representative or government (including any Governmental Entity).

(38) "**Plan of Arrangement**", "**hereof**", "**herein**", "**hereunder**" and similar expressions means this Plan of Arrangement, including any appendices hereto, and any amendments, variations or supplements hereto made from time to time in accordance with the terms hereof, the Business Combination Agreement or made at the direction of the Court in the Final Order.

(39) "**Registrar**" means the Registrar of Companies appointed under Section 400 of the BCBCA.

(40) "**Tax Act**" means the *Income Tax Act*, R.S.C. 1985, c.1 (5th Supp.) and the regulations thereto, as now in effect and as it may be amended from time to time prior to the Effective Time.

(41) "**U.S. Resident**" means a resident of the United States as determined in accordance with Rule 3b-4 under the U.S. Exchange Act.

(42) "**U.S. Tax Code**" means the United States Internal Revenue Code, as amended, or any successor thereto.

Capitalized terms used in this Plan of Arrangement but not otherwise defined herein, shall have the meaning ascribed thereto in the Business Combination Agreement.

1.2 Interpretation Not Affected by Headings, etc.

The division of this Plan of Arrangement into Articles, Sections, subsections, paragraphs and other portions and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation hereof.

1.3 Article References

Unless the contrary intention appears, references in this Plan of Arrangement to an Article, Section, subsection or paragraph by number or letter or both refer to the Article, Section, subsection or paragraph, respectively, bearing that designation in this Plan of Arrangement.

1.4 Number and Gender

In this Plan of Arrangement, unless the context otherwise requires, words used herein importing the singular include the plural and vice versa; and words importing gender include all genders.

1.5 Date for Any Action

If the date on which any action is required to be taken hereunder by any of the Parties is not a business day in the place where the action is required to be taken, such action shall be required to be taken on the next succeeding day which is a business day in such place.

1.6 Time

Time shall be of the essence in every matter or action contemplated hereunder.

1.7 Currency

Unless otherwise stated, all references in this Plan of Arrangement to sums of money are expressed in lawful money of Canada.

1.8 Statutory References

References in this Plan of Arrangement to a particular statute shall be to such statute and the rules, regulations and published policies made thereunder, as now in effect and as they may be promulgated thereunder or amended from time to time.

ARTICLE 2 - EFFECT OF THE ARRANGEMENT

2.1 This Plan of Arrangement is made pursuant to, and is subject to the provisions of the Business Combination Agreement, except in respect of the sequence of the steps comprising the Arrangement, which shall occur in the order set forth herein.

2.2 This Plan of Arrangement shall become effective at, and be binding upon, FinCo, Merger Sub, AmalCo, Ignite CAN, all registered and beneficial Ignite CAN Shareholders, all registered and beneficial Ignite CAN Optionholders, all registered and beneficial Ignite CAN Warrantholders, the Depositary, all other Persons served with notice of the final application to approve the Plan of Arrangement and all other Persons as and from the Effective Time, without any further act or formality required on the part of any Person except as expressly provided herein.

2.3 Other than as expressly provided for herein, no portion of this Plan of Arrangement shall take effect with any Party or Person until the Effective Time.

ARTICLE 3 - ARRANGEMENT

3.1 At the Effective Time, each of the events set out below shall occur and be deemed to occur in the following sequence, unless specifically noted:

(a) the Notice of Articles and Articles of Ignite CAN are amended to create the Ignite CAN Proportionate Voting Shares and redesignate the Ignite CAN Common Shares as Ignite CAN Subordinate Voting Shares;

(b) if the Financing is completed prior to the Effective Date, the Subscription Receipts are exchanged for no additional consideration into FinCo Shares in accordance with the terms of the Subscription Receipts;

(c) if the Financing is completed prior to the Effective Date, FinCo and Merger Sub amalgamate under Section 269 of the BCBCA to form AmalCo;

(d) pursuant to the amalgamation described in Section 3.1(c), if applicable, each FinCo Share is cancelled and in exchange therefor Ignite CAN issues Ignite CAN Subordinate Voting Shares on a one-to-one basis;

(e) if applicable, with respect to each FinCo Share cancelled in accordance with Section 3.1(d) hereof:

(i) each of the holders thereof shall cease to be the registered or beneficial holder of such FinCo Share and the name of the registered holders shall be removed from the registers of FinCo Shareholders as of the Effective Time;

(ii) each of the holders thereof shall cease to have any rights as a shareholder other than the right to be issued the Ignite CAN Subordinate Voting Shares in accordance with this Plan of Arrangement; and

(iii) the registered holder thereof shall be deemed to have executed and delivered all consents, releases, assignments and waivers, statutory or otherwise, required to effect such cancellation and exchange;

(f) if applicable, the shares of Merger Sub will be cancelled and exchanged for shares of AmalCo on a one-to-one basis;

(g) Ignite CAN shall accept for transfer from Ignite US Shareholders (other than Ignite CAN) that are not U.S. Residents their Ignite US Shares in consideration for Ignite CAN Subordinate Voting Shares on a one (1) Ignite US Share to 2.65 Ignite CAN Subordinate Voting Shares basis;

(h) Ignite CAN shall accept for transfer from Ignite US Shareholders that are U.S. Residents their Ignite US Shares in consideration for Ignite CAN Proportionate Voting Shares on a one (1) Ignite US Share to 0.01325 Ignite CAN Proportionate Voting Share basis;

(i) Ignite CAN shall cause Ignite US to, with respect to each Ignite US Share transferred in accordance with Sections 3.1(g) and 3.1(h) hereof, remove from the books of Ignite US each of the holders thereof as registered or beneficial holder of such Ignite US Share;

(j) from and after the Effective Date, if applicable, at the time of the amalgamation contemplated in Section 3.1(c):

(i) the property, rights and interests of each of FinCo and Merger Sub shall continue to be the property, rights and interests of AmalCo;

(ii) AmalCo shall continue to be liable for the obligations of each of FinCo and Merger Sub;

(iii) any existing cause of action, claim or liability to prosecution will be unaffected;

(iv) a civil, criminal, quasi-criminal, administrative or regulatory action or proceeding being prosecuted or pending by or against either FinCo or Merger Sub may be prosecuted, or its prosecution may be continued, as the case may be, by or against AmalCo;

(v) a conviction against, or a ruling, order or judgment in favour of or against either FinCo or Merger Sub may be enforced by or against AmalCo; and

(vi) the Notice of Articles and Articles of Merger Sub shall remain the Notice of Articles and Articles of AmalCo;

(k) Merger Sub, FinCo, AmalCo, Ignite CAN and Ignite US shall make the appropriate entries in their respective securities registers to reflect the matters referred to in this Section 3.1.

ARTICLE 4- IGNITE CAN OPTIONS AND WARRANTS

4.1 Treatment of Options and Warrants

(a) In accordance with the terms of the Ignite CAN Options and the Ignite CAN Warrants, each holder of an Ignite CAN Option or an Ignite CAN Warrant shall be entitled to receive (and such holder shall accept) upon the exercise of such holder's Ignite CAN Option or Ignite CAN Warrant, as applicable, in lieu of the Ignite CAN Common Shares to which such holder was theretofore entitled upon such exercise and for the same aggregate consideration payable therefor, the number of Ignite CAN Subordinate Voting Shares which the holder would have been entitled to receive as a result of the transactions contemplated by this Arrangement if, immediately prior to the Effective Date, such holder had been the registered holder of the number of Ignite CAN Common Shares to which such holder would have been entitled if such holder had exercised such holder's Ignite CAN Options or Ignite CAN Warrants immediately prior to the Effective Time.

(b) Upon any exercise of an Ignite CAN Option or an Ignite CAN Warrant following the Effective Time, Ignite CAN shall deliver the Ignite CAN Subordinate Voting Shares needed to settle such exercise in accordance with the terms of the Ignite CAN Options or Ignite CAN Warrants, as applicable and this Plan of Arrangement.

ARTICLE 5- CERTIFICATES, FRACTIONAL SHARES AND PAYMENTS

5.1 Issuance of Ignite CAN Shares

(a) Forthwith following the Effective Time, Ignite CAN shall, subject to Section 5.1(c), cause to be issued to each FinCo Shareholder, if applicable, and Ignite US Shareholder who transferred their Ignite US Shares to Ignite CAN pursuant to

Section 3.1, the number of Ignite CAN Shares to be issued in exchange for the noted shares as required by Section 3.1.

(b) As promptly as practicable after the Effective Time, Ignite CAN shall (i) cause its registrar and transfer agent to issue DRS Advices to the holders of Ignite CAN Subordinate Voting Shares referred to in Section 5.1(a), evidencing the issuance of the Ignite CAN Subordinate Voting Shares thereto, and (ii) issue share certificates to the holders of Ignite CAN Proportionate Voting Shares referred to in Section 5.1(a), evidencing the issuance of the Ignite CAN Proportionate Voting Shares thereto.

(c) Upon surrender to the Depositary or Ignite CAN (as applicable) of a certificate or certificates (as applicable) which, immediately prior to the Effective Time, represented outstanding shares that were exchanged pursuant to Section 3.1 together with a duly completed and executed Letter of Transmittal (where applicable) and such additional documents and instruments as the Depositary or Ignite CAN may reasonably require, each such shareholder represented by such surrendered certificate(s) shall be entitled to receive in exchange therefor, and the Depositary or Ignite CAN (as applicable) shall deliver to such holder, the consideration which such holder has the right to receive under this Plan of Arrangement for such shares, less any amounts withheld pursuant to Section 5.3 and any certificate(s) so surrendered shall forthwith be cancelled.

(d) From and after the Effective Time, each certificate that immediately prior to the Effective Time represented FinCo Shares, if applicable, or Ignite US Shares shall be deemed to represent only the right to receive the consideration in respect of such share, as applicable, required under this Plan of Arrangement, less any amounts withheld pursuant to Section 5.3.

(e) No former holder of FinCo Shares, if applicable, or Ignite US Shares shall be entitled to receive any consideration with respect to such shares other than the consideration to which such former holder is entitled to receive in accordance with this Section 5.1 and, for greater certainty, no such holder will be entitled to receive any interest, dividends, premium or other payment in connection therewith.

5.2 Lost Certificates

In the event any certificate which immediately prior to the Effective Time represented one or more outstanding FinCo Shares or Ignite US Shares that were exchanged pursuant to Section 3.1 of this Plan of Arrangement shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the Person claiming such certificate to be lost, stolen or destroyed, Ignite CAN or the Depositary will issue and deliver in exchange for such lost, stolen or destroyed certificate, the consideration to which the holder is entitled pursuant to this Plan of Arrangement. When authorizing such issuance and delivery in exchange for any lost, stolen or destroyed certificate, the Person to whom such consideration is to be issued and delivered shall, as a condition precedent to the delivery of such consideration, give a bond satisfactory to Ignite CAN (acting reasonably) in such sum as Ignite CAN may direct, or otherwise indemnify Ignite CAN in a manner

satisfactory to Ignite CAN, acting reasonably, against any claim that may be made against Ignite CAN with respect to the certificate alleged to have been lost, stolen or destroyed.

5.3 Withholding Rights

Ignite CAN and the Depositary shall be entitled to deduct and withhold from any consideration otherwise payable under this Plan of Arrangement, such amounts as Ignite CAN or the Depositary determines, acting reasonably, are required or reasonably believes to be required to be deducted and withheld from such consideration in accordance with the Tax Act, the U.S. Tax Code or any provision of any other applicable Law. To the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes hereof as having been paid to the Person in respect of which such withholding was made, provided that such deducted and withheld amounts are remitted to the appropriate taxing authority. Each of Ignite CAN and the Depositary shall be authorized to sell or otherwise dispose of such portion of the Ignite CAN Shares payable hereunder as is necessary to provide sufficient funds to Ignite CAN and the Depositary, as the case may be, to enable it to implement such deduction or withholding.

5.4 No Encumbrances

Any exchange or transfer of securities pursuant to this Plan of Arrangement shall be free and clear of any Encumbrances or other claims of third parties of any kind.

5.5 Paramountcy

Subject to the Business Combination Agreement, from and after the Effective Time: (a) this Plan of Arrangement shall take precedence and priority over any and all Ignite US Shares and FinCo Shares issued prior to the Effective Time; and (b) the rights and obligations of the Ignite US Shareholders, Ignite CAN Shareholders, Ignite CAN Optionholders, Ignite CAN Warrantholders, Ignite CAN, FinCo, Merger Sub, AmalCo, the Depositary and any registrar and transfer agent or other depositary in relation thereto, shall be solely as provided for in this Plan of Arrangement and the Business Combination Agreement; and (c) all actions, causes of action, claims or proceedings (actual or contingent and whether or not previously asserted) based on or in any way relating to any Ignite US Shares, Ignite CAN Shares, Ignite CAN Options and Ignite CAN Warrants shall be deemed to have been settled, compromised, released and determined without liability, except as set out in this Plan of Arrangement.

ARTICLE 6 - AMENDMENT

6.1 Amendment of this Plan of Arrangement

(a) Ignite CAN reserves the right to amend, modify and/or supplement this Plan of Arrangement at any time and from time to time prior to the Effective Date, provided that any amendment, modification or supplement must be contained in a written document which is: (i) filed with the Court and, if made following the Ignite CAN Meeting, approved by the Court; and (ii) communicated to Ignite CAN Shareholders in the manner required by the Court (if so required).

(b) Any amendment, modification or supplement to this Plan of Arrangement may be proposed by Ignite CAN at any time prior to or at the Ignite CAN Meeting with or without any other prior notice or communication and, if so proposed and accepted, in the manner contemplated and to the extent required by the Business Combination Agreement, by the Ignite CAN Shareholders, shall become part of this Plan of Arrangement for all purposes.

(c) Any amendment, modification or supplement to this Plan of Arrangement which is approved or directed by the Court following the Ignite CAN Meeting shall be effective only: (i) if it is consented to by Ignite CAN; and (ii) if required by the Court or applicable Law, it is consented to by Ignite CAN Shareholders.

(d) This Plan of Arrangement may be amended, modified or supplemented following the Effective Time unilaterally by Ignite CAN, provided that it concerns a matter that, in the reasonable opinion of Ignite CAN, is of an administrative nature required to better give effect to the implementation of this Plan of Arrangement and is not adverse to the economic interest of any Ignite CAN Shareholders.

ARTICLE 7 - FURTHER ASSURANCES

The Parties will make, do and execute, or cause to be made, done and executed, any acts, deeds, agreements, transfers, assurances, instruments or documents as may reasonably be required by any of them in order to document or evidence any of the transactions or events set out herein.

EXHIBIT D

IGNITE CAN ARRANGEMENT RESOLUTION

BE IT RESOLVED, AS A SPECIAL RESOLUTION, THAT:

1. The arrangement (the "**Arrangement**") under section 288 of the *Business Corporations Act* (British Columbia) involving 1203238 B.C. Ltd. ("**FinCo**"), 1203243 B.C. Ltd. ("**Merger Sub**"), Ignite International Brands, Ltd. ("**Ignite CAN**"), Ignite International, Ltd. ("**Ignite US**") and the shareholders of Ignite US and Ignite CAN, as more particularly described and set forth in the management information circular of Ignite CAN dated ●, 2019 accompanying the notice of this meeting, as the Arrangement may be modified or amended in accordance with its terms, is hereby authorized, approved and adopted.

2. The plan of arrangement (the "**Plan of Arrangement**") involving Ignite CAN, the full text of which is set out as Exhibit C to the Business Combination Agreement made as April 9, 2019 among FinCo, Merger Sub, Ignite CAN, Ignite US and the shareholders of Ignite US (the "**Business Combination Agreement**"), as the Plan of Arrangement may be modified or amended in accordance with its terms, is hereby authorized, approved and adopted.

3. The Business Combination Agreement, the actions of the directors of Ignite CAN in approving the Business Combination Agreement and the actions of the directors and officers of Ignite CAN in executing and delivering the Business Combination Agreement and any amendments thereto in accordance with its terms are hereby ratified and approved.

4. Notwithstanding that this resolution has been passed (and the Plan of Arrangement adopted) by the shareholders of Ignite CAN or that the Arrangement has been approved by the Supreme Court of British Columbia (the "**Court**"), the directors of Ignite CAN are hereby authorized and empowered without further notice to or approval of the shareholders of Ignite CAN (i) to amend the Business Combination Agreement or the Plan of Arrangement, to the extent permitted by the Business Combination Agreement or the Plan of Arrangement, and (ii) subject to the terms of the Business Combination Agreement, not to proceed with the Arrangement.

5. Any one director or officer of Ignite CAN be and is hereby authorized and directed for and on behalf of Ignite CAN to make an application to the Court for an order approving the Arrangement, to execute, under the corporate seal of Ignite CAN or otherwise, and to deliver or file such other documents as are necessary or desirable to give effect to the Arrangement and the Plan of Arrangement in accordance with the Business Combination Agreement.

6. Any one director or officer of Ignite CAN be and is hereby authorized and directed for and on behalf of Ignite CAN to execute or cause to be executed, under the corporate seal of Ignite CAN or otherwise, and to deliver or cause to be delivered, all such other documents and instruments and to perform or cause to be performed all such other acts and things as in such person's opinion may be necessary or desirable to give full effect to the foregoing resolutions and the matters authorized thereby, such determination to be conclusively

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

EXHIBIT E

SPECIAL RIGHTS AND RESTRICTIONS FOR PROPORTIONATE VOTING SHARES

1. **NUMBER AND DESIGNATION** .

(a) The Corporation shall have authority to issue up to an unlimited number of Proportionate Voting Shares, which are hereby designated "***Proportionate Voting Shares***".

(b) **Proportionate Voting Shares may be issued in fractions and shall be rounded up to three decimal places.**

(c) Rank:

(i) All Proportionate Voting Shares shall be identical with each other in all respects.

(ii) The Proportionate Voting Shares shall rank *pari passu* to the Subordinate Voting Shares as to dividends and upon liquidation, as described below. Any amounts herein shall be subject to appropriate adjustments in the event of any stock splits, consolidations or the like.

2. **DIVIDEND RIGHTS**.

The holders of Proportionate Voting Shares (the "***Proportionate Voting Shareholders***") shall have the right to receive dividends, out of any cash or other assets legally available therefor, *pari passu,* on an as converted basis, (assuming conversion of all Proportionate Voting Shares into Subordinate Voting Shares at the applicable Proportionate Voting Share Conversion Ratio and without regard to any conversion limitations set forth in Section 6 hereof) as to dividends and any declaration or payment of any dividend on the Subordinate Voting Shares.

3. **LIQUIDATION RIGHTS**.

(a) In the event of any Liquidation Event, either voluntary or involuntary, the Proportionate Voting Shareholders and holders of the Subordinate Voting Shares shall be entitled to receive the assets of the Corporation, or other consideration payable or distributable as a result of the Liquidation Event, available for distribution to shareholders, distributed among the Proportionate Voting Shareholders and holders of the Subordinate Voting Shares on a pro rata basis, based on (i) the number of Proportionate Voting Shares (on an as converted basis, assuming conversion of all Proportionate Voting Shares into Subordinate Voting Shares at the applicable Proportionate Voting Share Conversion Ratio and without regard to any conversion limitations set forth in Section 6 hereof); and (ii) the number of Subordinate Voting Shares, in each case, issued and outstanding on the record date.

(b) For purposes of this Section 3, a "***Liquidation Event***" shall mean (i) any voluntary or involuntary liquidation, dissolution or winding up of the Corporation, including any event determined by the Board of Directors of the Corporation to constitute a Liquidity Event requiring the liquidation, dissolution or winding up of the Corporation; (ii) the acquisition of the Corporation by another entity by means of any transaction or series of related transactions (including, without limitation, any reorganization, merger or consolidation but, excluding any transaction effected exclusively for the purpose of changing the domicile of the Corporation or determined by the Board of Directors of the Corporation not to constitute a Liquidation Event); (iii) a sale of all or substantially all of the assets of the Corporation; unless, in the case of (ii) or (iii), the Corporation's shareholders of record as constituted immediately prior to such acquisition or sale will, immediately after such acquisition or sale (by virtue of securities issued as consideration for the Corporation's acquisition or sale or otherwise) hold at least 50% of the voting power of the surviving or acquiring entity or the Board of Directors of the Corporation otherwise determines that such transaction does not to constitute a Liquidation Event.

4. **VOTING RIGHTS**.

(a) The Proportionate Voting Shares shall have one vote for each Subordinate Voting Share into which such Proportionate Voting Shares could then be converted at the applicable Proportionate Voting Conversion Ratio and without regard to any conversion limitations set forth in Section 6 hereof, and with respect to such vote, Proportionate Voting Shareholders shall have full voting rights and powers equal to the voting rights and powers of the holders of Subordinate Voting Shares, and shall be entitled, notwithstanding any provision hereof, to notice of any shareholders' meeting and shall be entitled to vote, together with holders of Subordinate Voting Shares, with respect to any question upon which holders of Subordinate Voting Shares have the right to vote. Fractional votes shall not, however, be permitted and any fractional voting rights available on an as converted basis (after aggregating all Subordinate Voting Shares into which Proportionate Voting Shares could be converted) shall be rounded down to the nearest whole number. Except as provided by law or by the provisions of Section 4(b) below, the Proportionate Voting Shares shall vote together as a single class with the Subordinate Voting Shares.

(b) In addition to any other rights provided by law, the Corporation shall not amend, alter or repeal the preferences, special rights or other powers of the Proportionate Voting Shares or any other provision of the Corporation's constating documents that would adversely affect the rights of Proportionate Voting Shareholders, without the written consent or affirmative vote of the holders of at least 66-2/3% of the then outstanding aggregate number of Proportionate Voting Shares, given in writing or by vote at a meeting, consenting or voting (as the case may be) separately as a class of the holders of Proportionate Voting Shares (a "***Proportionate Voting Super Majority Vote***").

5. **CONVERSION**.

Subject to the Conversion Restrictions set forth in Section 6, the Proportionate Voting Shares shall have conversion rights as follows (the "***Conversion Rights***"):

(a) **Right to Convert**. Each Proportionate Voting Share shall be convertible, at the option of the Proportionate Voting Shareholder thereof, at any time after the date of issuance of such Proportionate Voting at the office of the Corporation or any transfer agent for such shares, into such number of fully paid and nonassessable Subordinate Voting Shares as is determined by multiplying each Proportionate Voting Share being converted by the Proportionate Voting Share Conversion Ratio applicable to such Proportionate Voting, determined as hereafter provided, in effect on the date the Proportionate Voting Share is surrendered for conversion. The initial "***Proportionate Voting Share Conversion Ratio***" for each Proportionate Voting Share shall be as follows: each Proportionate Voting Share shall be convertible into two hundred (200) Subordinate Voting Shares; *provided, however*, that the applicable Proportionate Voting Share Conversion Ratio shall be subject to adjustment as set forth in subsections 5(d) and 5(e).

(b) **Automatic Conversion**. Each Proportionate Voting Share shall automatically be converted without further action by the Proportionate Voting Shareholder into Subordinate Voting Shares at the applicable Proportionate Voting Share Conversion Ratio immediately upon the earlier of:

(i) a Liquidation Event;

(ii) the date specified by the written consent or affirmative Proportionate Voting Super Majority Vote of the then outstanding aggregate number of Proportionate Voting Shares voting as a separate class; or

(iii) a Mandatory Conversion pursuant to Section 7.

(c) **Mechanics of Conversion**. Before any Proportionate Voting Shareholder shall be entitled to convert Proportionate Voting Shares into Subordinate Voting Shares, the Proportionate Voting Shareholder shall surrender the certificate or certificates therefor, duly endorsed, at the office of the Corporation or of any transfer agent for Subordinate Voting Shares, and shall give written notice to the Corporation at its principal corporate office, of the election to convert the same and shall state therein the name or names in which the certificate or certificates for Subordinate Voting Shares are to be issued (each, a "***Conversion Notice***"). The Corporation shall (or shall cause its transfer agent to), as soon as practicable thereafter, issue and deliver at such office to such Proportionate Voting Shareholder, or to the nominee or nominees of such holder, a certificate or certificates for the number of Subordinate Voting Shares to which such holder shall be entitled as aforesaid. Such conversion shall be deemed to have been made immediately prior to the close of business on the date of such surrender of the Proportionate Voting Shares to be converted, and the Proportionate Voting Shareholder or Proportionate Voting Shareholders entitled to receive the Subordinate Voting Shares issuable upon such conversion shall be treated for all purposes as the record holder or holders of such Subordinate Voting Shares as of such date.

(d) **Adjustments for Distributions**. In the event the Corporation shall declare a distribution to holders of Subordinate Voting Shares payable in securities of other persons, evidences of indebtedness issued by the Corporation or other persons, assets (excluding cash dividends) or options or rights not otherwise causing adjustment to the Proportionate Voting Share Conversion Ratio (a "***Distribution***"), then, in each such case for the purpose of this

subsection 5(d), the Proportionate Voting Shareholders shall be entitled to a proportionate share of any such Distribution as though they were the holders of the number of Subordinate Voting Shares into which their Proportionate Voting Shares are convertible as of the record date fixed for the determination of the holders of Subordinate Voting Shares entitled to receive such Distribution.

(e) **Recapitalizations; Stock Splits**. If at any time or from time-to-time, the Corporation shall (i) effect a recapitalization of the Subordinate Voting Shares; (ii) issue Subordinate Voting Shares as a dividend or other distribution on outstanding Subordinate Voting Shares; (iii) subdivide the outstanding Subordinate Voting Shares into a greater number of Subordinate Voting Shares; (iv) consolidate the outstanding Subordinate Voting Shares into a smaller number of Subordinate Voting Shares; or (v) effect any similar transaction or action not otherwise causing adjustment to the Proportionate Voting Share Conversion Ratio (each, a "***Recapitalization***"), provision shall be made so that the Proportionate Voting Shareholders shall thereafter be entitled to receive, upon conversion of Proportionate Voting Shares, the number of Subordinate Voting Shares or other securities or property of the Corporation or otherwise, to which a holder of Subordinate Voting Shares deliverable upon conversion would have been entitled on such Recapitalization. In any such case, appropriate adjustment shall be made in the application of the provisions of this Section 5 with respect to the rights of the Proportionate Voting Shareholders after the Recapitalization to the end that the provisions of this Section 5 (including adjustment of the Proportionate Voting Share Conversion Ratio then in effect and the number of Subordinate Voting Shares acquirable upon conversion of Proportionate Voting Shares) shall be applicable after that event as nearly equivalent as may be practicable.

(f) **No Impairment**. The Corporation will not, by amendment of its Notice of Articles, its Articles or through any reorganization, recapitalization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Corporation, but will at all times in good faith assist in the carrying out of all the provisions of this Section 5 and in the taking of all such action as may be necessary or appropriate in order to protect the Conversion Rights of the Proportionate Voting Shareholders against impairment.

(g) **No Fractional Shares and Certificate as to Adjustments**. No fractional Subordinate Voting Shares shall be issued upon the conversion of any Proportionate Voting Shares and the number of Subordinate Voting Shares to be issued shall be rounded down to the nearest whole Subordinate Voting Share. Whether or not fractional Subordinate Voting Shares are issuable upon such conversion shall be determined on the basis of the total number of Proportionate Voting Shares the Proportionate Voting Shareholder is at the time converting into Subordinate Voting Shares and the number of Subordinate Voting Shares issuable upon such aggregate conversion.

(h) **Adjustment Notice**. Upon the occurrence of each adjustment or readjustment of the Proportionate Voting Share Conversion Ratio pursuant to this Section 5, the Corporation, at its expense, shall promptly compute such adjustment or readjustment in accordance with the terms hereof and prepare and furnish to each Proportionate Voting Shareholder a certificate setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based. The Corporation shall, upon the written request at any

time of any Proportionate Voting Shareholder, furnish or cause to be furnished to such holder a like certificate setting forth (A) such adjustment and readjustment, (B) the Proportionate Voting Share Conversion Ratio for Proportionate Voting Shares at the time in effect, and (C) the number of Subordinate Voting Shares and the amount, if any, of other property which at the time would be received upon the conversion of a Proportionate Voting Share.

(i) **Effect of Conversion**. All Proportionate Voting Shares that shall have been surrendered for conversion as herein provided shall no longer be deemed to be outstanding and all rights with respect to such shares shall immediately cease and terminate at the time of conversion (the "***Conversion Time***"), except only the right of the holders thereof to receive Subordinate Voting Shares in exchange therefor.

(j) **Notices of Record Date**. Except as otherwise provided under applicable law, in the event of any taking by the Corporation of a record of the holders of any class of securities for the purpose of determining the holders thereof who are entitled to receive any dividend (other than a cash dividend) or other distribution, any right to subscribe for, purchase or otherwise acquire any shares of any class or any other securities or property, or to receive any other right, the Corporation shall mail to each Proportionate Voting Shareholder, at least 20 days prior to the date specified therein, a notice specifying the date on which any such record is to be taken for the purpose of such dividend, distribution or right, and the amount and character of such dividend, distribution or right.

6. **CONVERSION LIMITATIONS**.

Before any Proportionate Voting Shareholder shall be entitled to convert Proportionate Voting Shares into Subordinate Voting Shares, the Board of Directors (or a delegated committee thereof) shall designate an officer of the Corporation to determine if any Conversion Limitation set forth in this Section 6 shall apply to the conversion of Proportionate Voting Shares. For the purposes of this Section 6, each of the following is a "***Conversion Limitation***":

(a) **Foreign Private Issuer Protection Limitation**: The Corporation will use commercially reasonable efforts to maintain its status as a "*foreign private issuer*" (as determined in accordance with Rule 3b-4 ("***Foreign Private Issuer***") under the Securities Exchange Act of 1934, as amended (the "***U.S. Exchange Act***"). Accordingly:

(i) 40% Threshold. Except as provided in Section 7, the Corporation shall not effect any conversion of Proportionate Voting Shares, and the Proportionate Voting Shareholders shall not have the right to convert any portion of the Proportionate Voting Shares pursuant to Section 5 or otherwise, to the extent that after giving effect to such issuance after conversions, the aggregate number of Subordinate Voting Shares and Proportionate Voting Shares held of record, directly or indirectly, by residents of the United States (as determined in accordance with Rule 3b-4 under the U.S. Exchange Act, "***U.S. Residents***") would exceed forty percent (40%) (the "***40% Threshold***") of the aggregate number of Subordinate Voting Shares and Proportionate Voting Shares issued and outstanding (the "***FPI Protective Restriction***").

(ii) Conversion Limitations. Except as otherwise provided herein, in order to effect the FPI Protective Restriction, each Proportionate Voting Shareholder will be subject to the 40% Threshold, based on the number of Proportionate Voting Shares held by such Proportionate Voting Shareholder as of the date of the initial issuance of any Proportionate Voting Shares and, thereafter, at the end of each fiscal quarter (each, a "***Determination Date***"), for the current fiscal quarter (the "***Relevant Period***"), calculated as follows:

$$X = [(A \times 0.4) - B] \times (C/D)$$

Where on the Determination Date:

X = Maximum Number of Subordinate Voting Shares Available For issuance upon Conversion of Proportionate Voting Shares by the Proportionate Voting Shareholder during the Relevant Period.

A = The number of Subordinate Voting Shares and Proportionate Voting Shares issued and outstanding on the Determination Date.

B = Aggregate number of Subordinate Voting Shares and Proportionate Voting Shares held of record, directly or indirectly, by U.S. Residents on the Determination Date.

C = Aggregate number of Subordinate Voting Shares issuable upon conversion of Proportionate Voting Shares held by the Proportionate Voting Shareholder on the Determination Date.

D = Aggregate number of all Subordinate Voting Shares issuable upon conversion of Proportionate Voting Shares on the Determination Date.

(iii) Determination of FPI Protective Restriction. For purposes of subsections 6(a)(i) and 6(a)(ii), the Board of Directors (or a delegated committee thereof) shall designate an officer of the Corporation to determine as of each Determination Date: (A) the 40% Threshold and (B) the FPI Protective Restriction. To the extent that the FPI Protective Restriction contained in this Section 6(a) applies, the determination of whether Proportionate Voting Shares are convertible shall be in the sole discretion of the Corporation.

(iv) Notice of Conversion Limitation. Upon a determination of the 40% Threshold and the FPI Protective Restriction, the Corporation will provide each Proportionate Voting Shareholder of record notice of the FPI Protective Restriction applicable to holders of Proportionate Voting Shares for the Relevant Period within ten (10) business days of the end of each Determination Date (a "***Notice of Conversion Limitation***"). The FPI Protective Restriction shall be stated as a

percentage of the Proportionate Voting Shares issued and outstanding on the Determination Date by holders of Proportionate Voting Shares.

For example, if on a Determination Date (March 31, 2020) the maximum number of Subordinate Voting Shares available for issuance upon conversion of Proportionate Voting Shares by the Proportionate Voting Shareholder holding 1,000 Proportionate Voting Shares is 60,000 Subordinate Voting Shares, the FPI Protective Restriction will apply to 700 Proportionate Voting Shares (70%) and an aggregate of 300 Proportionate Voting Shares (30%) may be converted during the Relevant Period. The Notice of Conversion Limitation would, in this case, state that "Pursuant to Section 6 of the Special Rights and Restrictions for Proportionate Voting Shares of the Corporation, the FPI Protective Restriction applies to 70% of the issued and outstanding Proportionate Voting Shares as of the Determination Date (March 31, 2020) and up to 30% of your Proportionate Voting Shares may be converted into Subordinate Voting Shares during the fiscal quarter ending June 30, 2020."

(v) Disputes. In the event of a dispute as to the number of Subordinate Voting Shares issuable to a Holder in connection with a conversion of Proportionate Voting Shares, the Corporation shall issue to the Holder the number of Subordinate Voting Shares not in dispute and resolve such dispute in accordance with Section 11.

(b) **Board of Director Discretion**:

(i) De Minimis Exceptions. Notwithstanding the Conversion Limitations set forth in Section 6(a), the Board of Directors (or a delegated committee thereof) may establish a *de minimis exception* to permit the conversion of Proportionate Voting Shares by Proportionate Voting Shareholders up to a threshold number of Subordinate Voting Shares during a Relevant Period (a "***de minimis Conversion***"); *provided that* the aggregate number of Subordinate Voting Shares and Proportionate Voting Shares held of record, directly or indirectly, by U.S. Residents would not exceed fifty percent (50%) of the aggregate number of Subordinate Voting Shares and Proportionate Voting Shares issued and outstanding after giving full effect to the de minimis Conversion.

(ii) Sales to Non-U.S. Residents. Notwithstanding the Conversion Limitations set forth in Section 6(a), the Board of Directors (or a delegated committee thereof) may determine that, during any Relevant Period, Proportionate Voting Shareholders may convert any number of Proportionate Voting Shares into Subordinate Voting Shares if the Subordinate Voting Shares are immediately being transferred to a non-U.S. Resident and the Proportionate Voting Shareholder provides to the Corporation such certifications and other documentation as the Board of Directors (or a delegated committee thereof) may establish for the Proportionate Voting Shareholder to properly evidence that the transferee of the Subordinate Voting Shares is a non-U.S. Resident.

(iii) Other Exceptions. Notwithstanding the Conversion Limitations set forth in Section 6(a), the Board of Directors (or a delegated committee thereof) may exercise full discretion to permit the conversion of Proportionate Voting Shares by one or more Proportionate Voting Shareholders if such conversion is determined to be in the best interests of the Corporation. By way of example and not limiting the discretion set forth in this Section 6(b)(ii), the Board of Directors (or a delegated committee thereof) may determine that it is in the best interest of the Corporation to permit a non-U.S. Resident to convert Proportionate Voting Shares into Subordinate Voting Shares.

7. **MANDATORY CONVERSION**.

(a) Notwithstanding subsection 6(a), the Corporation may require, as to be determined by the Board of Directors, each Proportionate Voting Shareholder to convert all, and not less than all, the Proportionate Voting Shares at the applicable Conversion Ratio (a "***Mandatory Conversion***") if:

(i) the Corporation ceases to be a Foreign Private Issuer; or

(ii) at any time all the following conditions are satisfied (or otherwise waived by the Proportionate Voting Super Majority Vote):

A) the Subordinate Voting Shares issuable upon conversion of all the Proportionate Voting Shares are registered for resale and may be sold by the Proportionate Voting Shareholder pursuant to an effective registration statement and/or prospectus covering the Subordinate Voting Shares under the United States Securities Act of 1933, as amended (the "***U.S. Securities Act***");

B) the Corporation is subject to the reporting requirements of Section 13 or 15(d) of the U.S. Exchange Act; and

C) the Subordinate Voting Shares are listed or quoted (and are not suspended from trading) on a recognized North American stock exchange or by way of reverse takeover transaction on the Toronto Stock Exchange, the TSX Venture Exchange, the Canadian Securities Exchange or Aequitas NEO Exchange (or any other stock exchange recognized as such by the Ontario Securities Commission).

(b) The Corporation will issue or cause its transfer agent to issue each Proportionate Voting Shareholder of record a Mandatory Conversion Notice at least 20 days prior to the record date of the Mandatory Conversion, which shall specify therein, (i) the number of Subordinate Voting Shares into which the Proportionate Voting Shares are convertible and (ii) the address of record for such Proportionate Voting Shareholder. On the record date of a Mandatory Conversion, the Corporation will issue or cause its transfer agent to issue each Proportionate Voting Shareholder of record on the Mandatory Conversion Date certificates representing the

number of Subordinate Voting Shares into which the Proportionate Voting Shares are so converted and each certificate representing the Proportionate Voting Shares shall be null and void.

8. **PRE-EMPTIVE RIGHTS**. The Proportionate Voting Shares shall have no preemptive rights.

9. **NOTICES**. Any notice required by the provisions of these Special Rights and Restrictions to be given to the Proportionate Voting Shareholders shall be deemed given if deposited in the Canadian mail, postage prepaid, and addressed to each holder of record at his, her or its address appearing on the books of the Corporation.

10. **STATUS OF CONVERTED PROPORTIONATE VOTING SHARES**. Any Proportionate Voting Shares converted shall be retired and cancelled and may not be reissued as shares of such series or any other class or series.

11. **DISPUTES**. Any Proportionate Voting Shareholder that beneficially owns more than 5% of the issued and outstanding Proportionate Voting Shares may submit a written dispute as to the determination of the Proportionate Voting Share Conversion Ratio or the arithmetic calculation of the Proportionate Voting Share Conversion Ratio, 40% Threshold, or FPI Protective Restriction by the Corporation to the Board of Directors with the basis for the disputed determinations or arithmetic calculations. The Corporation shall respond to the Proportionate Voting Shareholder within five (5) Business Days of receipt, or deemed receipt, of the dispute notice with a written calculation of the Proportionate Voting Conversion Ratio, 40% Threshold, or the FPI Protective Restriction, as applicable. If the Proportionate Voting Shareholder and the Corporation are unable to agree upon such determination or calculation of the Proportionate Voting Share Conversion Ratio or the FPI Protective Restriction, as applicable, within five (5) Business Days of such response, then the Corporation and the Proportionate Voting Shareholder shall, within one (1) Business Day thereafter submit the disputed arithmetic calculation of the Proportionate Voting Share Conversion Ratio or the FPI Protective Restriction to the Corporation's independent, outside accountant. The Corporation, at the Corporation's expense, shall cause the accountant to perform the determinations or calculations and notify the Corporation and the Proportionate Voting Shareholder of the results no later than five (5) Business Days from the time it receives the disputed determinations or calculations. Such accountant's determination or calculation, as the case may be, shall be binding upon all parties absent demonstrable error.