

No. S-149623  
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF SECTION 291 OF THE  
*BUSINESS CORPORATIONS ACT*,  
S.B.C. 2002, C. 57, AS AMENDED

AND

IN THE MATTER OF A PROPOSED ARRANGEMENT BETWEEN  
HIGHMARK MARKETING INC. AND ITS SHAREHOLDERS, HIGHMARK  
TECHNOLOGIES CORP., AND MJ BIOSCIENCE CORP.

**HIGHMARK MARKETING INC.**

PETITIONER

ORDER MADE AFTER APPLICATION

BEFORE: THE )  
HONOURABLE JUSTICE )  
HARRIS )

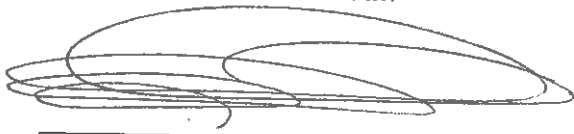
MONDAY THE 19<sup>th</sup>  
DAY OF JANUARY, 2015

UPON THE PETITION of Highmark Marketing Inc. without notice coming on for hearing at Vancouver, British Columbia on the 19<sup>th</sup> day of January, 2015; AND UPON HEARING Danny Matthews, articulated student and Penny Green, counsel for the Petitioner and agent for Highmark Technologies Corp. and MJ Bioscience Corp.; AND UPON READING the Petition filed December 12, 2014; AND UPON READING the Affidavit #1 of M. Branson, sworn December 10, 2014; AND UPON READING the Affidavit #1 of L. Holden, sworn January 15, 2015 AND UPON CONSIDERING the terms and conditions of the Plan of Arrangement (the "**Plan of Arrangement**"), which is attached hereto as Schedule "A";

**THIS COURT ORDERS AND DECLARES THAT:**

1. The information circular mailed to shareholders of Highmark Marketing Inc., as set out in the affidavit of Marc Branson sworn on December 10, 2014, constituted sufficient service of the Petition under the rules of the court so that no other form of notice need be made and served on the shareholders of Highmark Marketing Inc. in respect of these proceedings.
2. The Plan of Arrangement, as set out in the attached Schedule "A", is authorized and approved pursuant to the provisions of Section 291 of the *Business Corporations Act* (British Columbia) S.B.C. 2002, c.57, as amended.
3. Pursuant to the terms of the Plan of Arrangement, Highmark Marketing Inc. will reduce its paid-up capital by an amount equal to the value of the Common shares in MJ Bioscience Corp. and Highmark Technologies Corp. distributed by Highmark Marketing Inc. to the shareholders of Highmark Marketing Inc.
4. Pursuant to the provisions of Section 291(4)(c) of the Business Corporations Act, S.B.C. 2002, c. 57, as amended, that the Arrangement as provided for in a Plan of Arrangement, including the terms and conditions thereof and the issuance and exchange of securities contemplated therein, is fair and reasonable.

APPROVED AS TO FORM



Counsel for the Petitioner, Penny Green  
Highmark Marketing Inc.

BY THE COURT



Registrar



**Schedule A**  
**PLAN OF ARRANGEMENT**

**ARTICLE 1**  
**DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

In this Plan of Arrangement the following capitalized words and terms shall have the following meanings:

**"Arrangement"**, **"herein"**, **"hereof"**, **"hereto"**, **"hereunder"** and similar expressions mean and refer to the proposed arrangement involving Highmark Technologies, MJ Bioscience, Highmark Marketing and the Highmark Marketing Shareholders pursuant to the Arrangement Provisions on the terms and conditions set forth in this Plan of Arrangement as supplemented, modified or amended, and not to any particular article, section or other portion hereof;

**"Arrangement Agreement"** means the arrangement agreement between Highmark Marketing, MJ Bioscience and Highmark Technologies entered into in October 2014, and all amendments thereto;

**"Arrangement Provisions"** means Division 5 of Part 9 of the BCA;

**"Arrangement Resolution"** means the special resolution in respect to the Arrangement at the Highmark Marketing Meeting;

**"BCA"** means the *Business Corporations Act*, (British Columbia), as amended;

**"Business Day"** means any day other than Saturday, Sunday and a statutory holiday in the Province of British Columbia;

**"Circular"** means the management information circular to be sent to the Highmark Marketing Shareholders in connection with the Highmark Marketing Meeting;

**"Court"** means the Supreme Court of British Columbia;

**"Effective Date"** means the date on which the Arrangement becomes effective under the BCA;

**"Final Order"** means the final order of the Court approving the Arrangement, as such order may be affirmed, amended or modified by any court of competent jurisdiction;

**"Highmark Marketing"** means Highmark Marketing Inc., a company incorporated under the BCA;

**"Highmark Marketing Meeting"** means the special meeting of Highmark Marketing Shareholders to be held on the Record Date to consider the Arrangement Resolution and related matters, and any adjournments thereof;

**"Highmark Marketing Shareholder"** means a holder of Highmark Marketing Shares;

**"Highmark Marketing Shares"** means the common shares without par value in the authorized share structure of Highmark Marketing;

**"Highmark Marketing Shareholders"** means the registered holders of Highmark Marketing Common Shares;

**"Highmark Technologies"** means Highmark Technologies Corp., a private company incorporated under the BCA;

**"Highmark Technologies Distribution Shares"** means the Highmark Technologies Shares having a deemed value of \$0.02 that are to be distributed to the Highmark Marketing Shareholders pursuant to §2.4;

**"Highmark Technologies Shareholder"** means the sole holder of Highmark Technologies Shares, which is Highmark Marketing;

**"Highmark Technologies Shares"** means the common shares without par value in the authorized share structure of Highmark Technologies;

**"Interim Order"** means an interim order of the Court concerning the Arrangement, containing declarations and directions with respect to the Arrangement and the holding of the Highmark Marketing Meeting, as such order may be affirmed, amended or modified by any court of competent jurisdiction;

**"MJ Bioscience"** means MJ Bioscience Corp., a private company incorporated under the BCA;

**"MJ Bioscience Distribution Shares"** means the MJ Bioscience Shares having a deemed value of \$0.02 that are to be distributed to the Highmark Marketing Shareholders pursuant to §2.4;

**"MJ Bioscience Shareholder"** means the sole holder of MJ Bioscience Shares, which is Highmark Marketing;

**"MJ Bioscience Shares"** means the common shares without par value in the authorized share structure of MJ Bioscience;

**"Parties"** means Highmark Marketing, MJ Bioscience and Highmark Technologies; and **"Party"** means any one of them;

**"Plan" or "Plan of Arrangement"** means this plan of arrangement as amended or supplemented from time to time in accordance with the terms hereof and Article 6 of the Arrangement Agreement;

**"Record Date"** is the date which shall be set by Highmark Marketing by giving 2 days notice to the other Parties by way of a press release, which is the date that establishes the Highmark Marketing Shareholders who will be entitled to receive MJ Bioscience Shares and Highmark Technologies Shares pursuant to this Plan of Arrangement, and which is the date of the Highmark Marketing Meeting;

**"Registrar"** means the Registrar of Companies for the Province of British Columbia duly appointed under the BCA;

**"Tax Act"** means the *Income Tax Act* (Canada), as amended; and

## 1.2 Interpretation Not Affected by Headings

The division of this Plan of Arrangement into Articles, Sections, subsections and paragraphs and the insertion of headings are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Plan of Arrangement.

## 1.3 Article References

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

## 1.4 Number and Gender

In this Plan of Arrangement, unless the contrary intention appears, words importing the singular include the plural and vice versa; words importing gender shall include all genders; and words importing persons shall include a natural person, firm, trust, partnership, association, corporation, joint venture or government (including any governmental agency, political subdivision or instrumentality thereof).

## 1.5 Capitalized Terms

Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Arrangement Agreement.

## 1.6 Date for Any Action

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

## 1.7 Currency

All references to currency in this Plan of Arrangement are to Canadian dollars.

## ARTICLE 2 ARRANGEMENT

### 2.1 Arrangement Agreement and Effective Date

This Plan of Arrangement is made pursuant and subject to the provisions of the Arrangement Agreement as it may be amended and in accordance with the directions of the Court. The Arrangement as set forth in the Plan of Arrangement will become effective on the Effective Date in accordance with the terms thereof and hereof.

### 2.2 Conditions Precedent

The implementation of this Plan of Arrangement is expressly subject to the fulfilment and/or waiver by the Party or Parties entitled of the conditions precedent set out in the Arrangement Agreement.

### 2.3 Binding Nature

The Arrangement shall become final and conclusively binding on the Highmark Marketing Shareholders, the MJ Bioscience Shareholder, the Highmark Technologies Shareholder, Highmark Marketing, MJ Bioscience and Highmark Technologies on the Effective Date.

### 2.4 Arrangement Procedure

On the Effective Date the following shall occur and be deemed to occur in the following chronological order without further act or formality, notwithstanding any other provisions hereof, but subject to the provisions of Article 3:

#### MJ Bioscience Spin-off

- (a) Highmark Marketing shall transfer the IP Assets and issue one Highmark Marketing Share to MJ Bioscience and MJ Bioscience shall issue to Highmark Marketing the number of MJ Bioscience Shares (the "**MJ Bioscience Distribution Shares**") required so that the MJ Bioscience Shares may be distributed to the Highmark Marketing Shareholders as set out in §2.4 (b) as payment towards the return and reduction of paid-up capital as described below;
- (b) Highmark Marketing shall transfer the MJ Bioscience Distribution Shares to each Highmark Marketing Shareholder on the basis of 1 MJ Bioscience Distribution Share for every 4 Highmark Marketing Shares held as of the Record Date; and

- (c) each holder of MJ Bioscience Distribution Shares shall be added to the central securities register of MJ Bioscience.

#### Highmark Technologies

- (d) Highmark Marketing shall transfer the MobiWeed Assets and issue one Highmark Marketing Share to Highmark Technologies and Highmark Technologies shall issue to Highmark Marketing the number of Highmark Technologies Shares (the "**Highmark Technologies Distribution Shares**") required so that the Highmark Technologies Shares may be distributed to the Highmark Marketing Shareholders as set out in §2.4 (e) as payment towards the return and reduction of paid-up capital as described below;
- (e) Highmark Marketing shall transfer the Highmark Technologies Distribution Shares to each Highmark Marketing Shareholder on the basis of 1 Highmark Technologies Distribution Shares for every 4 Highmark Marketing Shares held as of the Record Date; and
- (f) each holder of Highmark Technologies Distribution Shares shall be added to the central securities register of Highmark Technologies.

#### Reduction in Paid-up Capital

- (g) Highmark Marketing will reduce its paid-up capital by an amount equal to the value of the MJ Bioscience Distribution Shares and the Highmark Technologies Distribution Shares.

### 2.5 Fractional Shares

Notwithstanding §2.4 **Error! Reference source not found.** and **Error! Reference source not found.**, no fractional MJ Bioscience Shares or Highmark Technologies Shares shall be distributed to the Highmark Marketing Shareholders and as a result all fractional share amounts arising under such sections shall be rounded down to the nearest whole number. Any MJ Bioscience Distribution Shares or Highmark Technologies Distribution Shares not distributed as a result of such rounding shall be dealt with as determined by the board of directors of Highmark Marketing in its absolute discretion.

### 2.6 Valid Issuance of Shares

All shares issued pursuant to this Plan of Arrangement shall be deemed to be validly issued and outstanding as fully paid and non-assessable shares for all purposes of the BCA.

### 2.7 Further Acts

Notwithstanding that the transactions or events set out in this Article 2 occur and shall be deemed to occur in the order herein set out without any further act or formality, each

of Highmark Marketing, MJ Bioscience and Highmark Technologies agree to make, do and execute or cause to be made, done and executed all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may be required by it in order to further document or evidence any of the transactions or events set out in this Article 2 including, without limitation, any resolutions of directors authorizing the issue, transfer or cancellation of shares, any share transfer powers evidencing the transfer of shares and any receipt therefor and any necessary additions to or deletions from share registers.

## **2.8 Share Acquisition after the Record Date**

Highmark Marketing Shares acquired after the Record Date shall not carry any right to receive a portion of the MJ Bioscience Distribution Shares or Highmark Technologies Distribution Shares.

### **ARTICLE 3 AMENDMENTS**

- 4.1 The Parties may amend, modify and/or supplement this Plan of Arrangement at any time and from time to time prior to the Effective Date, provided that each such amendment, modification and/or supplement must be:
- (a) set out in writing;
  - (b) filed with the Court and, if made following the Highmark Marketing Meeting, approved by the Court; and
  - (c) communicated to holders of Highmark Marketing Shares, MJ Bioscience Shares and Highmark Technologies Shares, as the case may be, if and as required by the Court.
- 4.2 Any amendment, modification or supplement to this Plan of Arrangement may be proposed by Highmark Marketing at any time prior to the Highmark Marketing Meeting with or without any other prior notice or communication, and if so proposed and accepted by the persons voting at the Highmark Marketing Meeting (other than as may be required under the Interim Order, if any), shall become part of this Plan of Arrangement for all purposes.
- 4.3 Highmark Marketing, with the consent of MJ Bioscience and Highmark Technologies, may amend, modify and/or supplement this Plan of Arrangement at any time and from time to time after the Highmark Marketing Meeting and prior to the Effective Date with the approval of the Court.
- 4.4 Any amendment, modification or supplement to this Plan of Arrangement may be made following the Effective Date but shall only be effective if it is consented to by all of the Parties, provided that such amendment, modification or supplement concerns a matter which, in the reasonable opinion of the Parties, is of an administrative nature required to better give effect to the



implementation of this Plan of Arrangement and is not adverse to the financial or economic interests of the Parties or any former Highmark Marketing Shareholder, MJ Bioscience Shareholder or Highmark Technologies Shareholder, as the case may be.

**ARTICLE 4**  
**REFERENCE DATE AND TERMINATION**

- 5.1 This Plan of Arrangement is dated for reference the date first written in the Arrangement Agreement.
- 5.2 At any time up until the time the Final Order is made, the Parties may mutually determine not to proceed with this Plan of Arrangement, or to terminate this Plan of Arrangement, notwithstanding any prior approvals given at the Highmark Marketing Meeting. In addition to the foregoing, this Plan of Arrangement shall automatically, without notice, terminate immediately and be of no further force or effect, upon the termination of the Arrangement Agreement in accordance with its terms.

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**HIGHMARK MARKETING INC.**

PETITIONER

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**ORDER**

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