

AMALGAMATION AGREEMENT
BETWEEN
MIRA IX ACQUISITION CORP.,
NUUVERA CORP.
AND
MIRA IX SUBCO INC.

November 17, 2017

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AMALGAMATION AGREEMENT

THIS AMALGAMATION AGREEMENT made as of the 17th day of November, 2017.

BETWEEN:

MIRA IX ACQUISITION CORP., a body corporate
incorporated under the laws of the Province of Ontario (hereinafter
called “**Mira**”)

OF THE FIRST PART

- and -

NUUVERA CORP., a body corporate incorporated under the laws
of Canada (hereinafter called “**Nuuvera**”)

OF THE SECOND PART

- and -

MIRA IX SUBCO INC., a body corporate incorporated under the
laws of Canada (hereinafter called “**Mira Subco**”)

OF THE THIRD PART

WHEREAS Nuuvera and Mira are parties to a letter agreement dated October 6, 2017 (the “**Letter Agreement**”) whereby the parties have agreed to complete a business combination;

AND WHEREAS Nuuvera and Mira have agreed to structure the business combination contemplated in the Letter Agreement by way of a three-cornered amalgamation in accordance with the provisions of the *Canada Business Corporations Act*;

AND WHEREAS the parties have entered into this Agreement to provide for the matters referred to in the foregoing recitals and for other matters relating to the proposed amalgamation;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the above premises and of the covenants, agreements, representations and warranties hereinafter contained, the parties hereto agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Agreement, unless there is something in the context or subject matter inconsistent therewith, the following defined terms shall have the meanings hereinafter set forth:

“2172189” means 2172189 Ontario Inc.

“2589671” means 2589671 Ontario Inc.

“2589674” means 2589674 Ontario Inc.

“ACMPR” means the *Access to Cannabis for Medical Purposes Regulations* to the CDSA.

“Agreement”, **“this Agreement”**, **“herein”**, **“hereby”**, **“hereof”**, **“hereunder”** and similar expressions mean or refer to this agreement and any amendments hereto.

“Amalco” means the amalgamated corporation to be constituted upon completion of the Amalgamation, to be named “Nuuvera Holdings Limited”.

“Amalco Shares” means the common shares in the capital of Amalco.

“Amalgamation” means the amalgamation of Nuuvera and Mira Subco pursuant to Section 181 of the CBCA provided for herein to form Amalco to be effective at the Effective Time.

“Aphria” means Pure Natures Wellness Inc. (operating as Aphria) or Aphria Inc.

“Articles of Amalgamation” means the Articles of Amalgamation with respect to the Amalgamation.

“Assets and Properties” with respect to any Person means all assets and properties of every kind, nature, character and description (whether real, personal or mixed, tangible or intangible, choate or inchoate, absolute, accrued, contingent, fixed or otherwise, and, in each case, wherever situated), including the goodwill related thereto, operated, owned or leased by or in the possession of such Person.

“associate” and **“affiliate”** have the respective meanings ascribed thereto in the *Securities Act* (Ontario).

“Auditors” means such firm of chartered accountants as a company may from time to time appoint as auditors of such company.

“Avalon” means Avalon Pharmaceuticals Inc.

“**Avanti**” means ARA-Avanti Rx Analytics Inc.

“**Business Day**” means any day other than a Saturday or Sunday or a day when banks in the City of Toronto are not generally open for business.

“**CBCA**” means the *Canada Business Corporations Act*, as from time to time amended or re-enacted and includes any regulations heretofore or hereafter made pursuant thereto.

“**CDS**” means CDS Clearing & Depository Services Inc.

“**CDSA**” means the *Controlled Drugs and Substances Act* (Canada).

“**Certificate of Amalgamation**” means the certificate of amalgamation for the Amalgamation issued pursuant to Section 185 of the CBCA.

“**Closing**” means the completion of the Amalgamation.

“**Closing Date**” means the date of the Closing, which shall be within three (3) Business Days following the later of the satisfaction or waiver of all conditions precedent to the Amalgamation or such other date as Nuuvera and Mira may agree, acting reasonably, and in any event not later than January 31, 2018.

“**Confidential Information**” means any information concerning a party to this Agreement (the “**Disclosing Party**”) or its business, properties and assets made available to another party or its representatives (the “**Receiving Party**”); provided that it does not include information which (i) is generally available to or known by the public other than as a result of improper disclosure by the Receiving Party, or (ii) is obtained by the Receiving Party from a source other than the Disclosing Party, provided that (to the reasonable knowledge of the Receiving Party) such source was not bound by a duty of confidentiality to the Disclosing Party or another party with respect to such information.

“**Consolidation**” means a consolidation of the Mira Common Shares on the basis of one post-consolidation Mira Common Share for every 16.6666667 pre-consolidation Mira Common Shares, which Consolidation shall occur prior to completion of the Amalgamation.

“**Contract**” means all agreements, contracts or commitments of any nature, written or oral, including, for greater certainty and without limitation, leases, purchase agreements, manufacturing, supply and distribution agreements, loan documents and security documents.

“**CPC Policy**” means Policy 2.4 of the TSX Venture.

“**Debt Instrument**” means any note, loan, bond, debenture, indenture, promissory note or other instrument evidencing indebtedness (demand or otherwise) for borrowed money to which Nuuvera is a party or otherwise bound and which is material to Nuuvera.

“**Disclosing Party**” has the meaning ascribed thereto in the definition of “**Confidential Information**”.

“Disclosure Documents” has the meaning ascribed thereto in Subsection 4.1(f).

“Effective Date” means the effective date of the Amalgamation, which shall be the date of the Certificate of Amalgamation.

“Effective Time” means the effective time of the Amalgamation on the Effective Date, being the time of filing the Articles of Amalgamation, or such other time specified in the Articles of Amalgamation.

“Encumbrance” means any charge, mortgage, hypothecation, lien, pledge, claim, restriction, security interest or other encumbrance whether created or arising by agreement, statute or otherwise pursuant to any applicable law, attaching to property, interests or rights and shall be construed in the widest possible terms and principles known under the laws applicable to such property, interests or rights and whether or not they constitute specific or floating charges as those terms are understood under the laws of the Province of Ontario.

“Export Permit” means a permit issued to Nuuvera or a Subsidiary by Health Canada from time to time pursuant to the NCR or ACMPR, permitting the export of specified amounts of a specific shipment of cannabis outside of Canada.

“Final Filing Statement” means the final filing statement of Mira in the form prescribed by the TSX Venture pertaining to the Qualifying Transaction which shall be filed on SEDAR at least seven (7) Business Days prior to the Closing, unless abridged by the TSX Venture.

“Financial Statements” means, collectively, (i) the audited consolidated financial statements of Nuuvera for the period from incorporation on January 30, 2017 to September 30, 2017, (ii) the audited financial statements of Avalon for the years ended December 31, 2016, 2015 and 2014, (iii) the audited financial statements of Avanti for the years ended December 31, 2016, 2015 and 2014, (iv) the unaudited interim financial statements of Avalon for the six months ended June 30, 2017, and (v) the unaudited interim financial statements of Avanti for the six months ended June 30, 2017.

“G-M-P” means Good Manufacturing Practice.”

“Government Official” means (a) any official, officer, employee, or representative of, or any person acting in an official capacity for or on behalf of, any Governmental Entity, (b) any salaried political party official, elected member of political office or candidate for political office, or (c) any company, business, enterprise or other entity owned or controlled by any person described in the foregoing clauses.

“Governmental Entity” means and includes any domestic or foreign federal, provincial, regional, state, municipal or other government, governmental department, agency, authority or body (whether administrative, legislative, executive or otherwise), court, tribunal, commission or commissioner, bureau, minister or ministry, board or agency, or other regulatory authority, including any securities regulatory authorities.

“Governmental Licences” means all permits, certificates, licences (including the NCR Licence), approvals, consents, certificates, qualifications, registrations, clearances, and other authorizations and supplements issued by the appropriate Governmental Entity necessary or required to conduct the business now operated by Nuuvera and its Subsidiaries.

“IFRS” means International Financial Reporting Standards as issued by the International Accounting Standards Board, as applicable in Canada.

“Import Permit” means a permit issued to Nuuvera or a Subsidiary by Health Canada from time to time pursuant to the NCR or ACMPR, permitting the import into Canada of a specific shipment of cannabis.

“Intellectual Property” means all trade or brand names, business names, trademarks, service marks, copyrights, patents, patent rights, licences, industrial designs, know-how (including trade secrets and other unpatented or unpatentable proprietary or confidential information, systems or procedures), plant breeder’s rights, computer software, inventions, designs and other industrial or intellectual property of any nature whatsoever.

“Leased Premises” means the premises which Nuuvera or any of the Subsidiaries occupies as tenant.

“Letter Agreement” has the meaning ascribed thereto in the first recital of this Agreement.

“Material Adverse Change” or **“Material Adverse Effect”** with respect to Mira or Nuuvera, as the case may be, means any fact, effect, change, event, occurrence, or any development involving a change, that is or is reasonably likely to be materially adverse to the results of operations, financial condition, assets, properties, capital, liabilities (contingent or otherwise), cash flows, income or business operations of Mira or Nuuvera, as the case may be, and as a going concern.

“Material Agreements” means this Agreement, the operational services agreement between Nuuvera and Aphria dated August 8, 2017, the supply agreement between Nuuvera and Aphria dated August 8, 2017, the share purchase agreement between Nuuvera, 2589671, Mehrdad Barghian and Avanti dated August 1, 2017, the share purchase agreement between Nuuvera, 2589674, 2172189, 2072439 Ontario Inc., Mojgan Massoudinia and Avalon dated August 8, 2017 and the construction management agreement between Avalon and SKYGRiD Construction Inc. dated August 28, 2017.

“Material Subsidiaries” means Avalon and Avanti.

“Mira” means Mira IX Acquisition Corp., a body corporate incorporated under the OBCA with its head office located in Toronto, Ontario.

“Mira Business” means the identification and evaluation of businesses and assets with a view to completing a Qualifying Transaction and, having identified and evaluated such opportunities, to negotiate an acquisition subject to acceptance by the TSX Venture.

“Mira Common Shares” means the issued and outstanding common shares in the capital of Mira.

“Mira Escrow Agreement” means an escrow agreement dated as of August 6, 2015 among Mira, Equity Financial Trust Company (now operating as TSX Trust Company), and certain securityholders of Mira.

“Mira Management Options” means the management stock options of Mira currently outstanding to acquire collectively 1,250,000 Mira Common Shares (on a pre-Consolidation basis).

“Mira Material Contract” has the meaning ascribed thereto in Subsection 4.1(r).

“Mira Meeting” means the special meeting of holders of Mira Common Shares to approve, among other things, the Mira Meeting Matters, currently scheduled for December 14, 2017, as it may be adjourned or postponed.

“Mira Meeting Matters” means the following matters: (i) the election of the directors set out in Subsection 2.3(c); (ii) the amendment of the articles of Mira to effect the Consolidation; (iii) the amendment of the articles of Mira to change its name to “Nuuvera Corp.” or such other name as the board of directors of Mira deems appropriate or as required by applicable regulatory authorities; (iv) the adoption of a stock option plan for the Resulting Issuer; (v) the authorization and approval for the continuance of Mira to become a corporation governed by the CBCA; and (vi) such other business as may be properly brought before the Mira Meeting or any postponement or adjournment thereof.

“Mira Shareholders’ Approval” means the approval of the Mira Meeting Matters by the holders of Mira Common Shares.

“Mira Subco” means Mira IX Subco Inc., a wholly-owned subsidiary of Mira, incorporated under the CBCA for the sole purpose of effecting the Amalgamation.

“NCR” means the Narcotic Control Regulations to the CDSA.

“NCR Licence” means a license issued by Health Canada to Nuuvera or any of its Subsidiaries pursuant to Section 9.2 of the NCR.

“Nuuvera” means Nuuvera Corp., a body corporate incorporated under the CBCA with its registered office located at 5 Hazelton Avenue, Suite 300, Toronto, Ontario M5R 2E1.

“Nuuvera Common Shares” means the common shares in the capital of Nuuvera.

“Nuuvera Options” means the issued and outstanding options of Nuuvera held by management and employees of Nuuvera currently exercisable into 7,946,364 Nuuvera Common Shares.

“Nuuvera Preferred Shares” means the preferred shares in the capital of Nuuvera.

“Nuuvera Private Placement” means the brokered private placement by Nuuvera of Nuuvera Subscription Receipts for gross proceeds of not less than \$20,000,000.

“Nuuvera Shareholders’ Approval” means the approval of the shareholders of Nuuvera of, among other things, the Amalgamation by special resolution.

“Nuuvera Subscription Receipts” means the subscription receipts of Nuuvera issued under the Nuuvera Private Placement, each being automatically exchangeable, without any further action on the part of the holder and without payment of additional consideration, immediately prior to the completion of the Qualifying Transaction for one Nuuvera Common Share upon satisfaction of certain escrow release conditions.

“OBCA” means the *Business Corporations Act* (Ontario), as from time to time amended or re-enacted and includes any regulations heretofore or hereafter made pursuant thereto.

“Person” shall be broadly interpreted and shall include any individual, corporation, partnership, joint venture, association, trust or other legal entity.

“Qualified Institutional Buyer” means a “qualified institutional buyer” as that term is defined in Rule 144A(a)(1) under the U.S. Securities Act.

“Qualifying Transaction” has the meaning ascribed thereto under the policies of the TSX Venture Corporate Finance Manual.

“Receiving Party” has the meaning ascribed thereto in the definition of **“Confidential Information”**.

“Resulting Issuer” means Mira as it exists upon completion of the Amalgamation to be known as “Nuuvera Corp.”, or such similar name as may be accepted by the relevant regulatory authorities and approved by the board of directors and shareholders of Mira.

“Resulting Issuer Common Shares” means common shares of the Resulting Issuer including those issued upon the Amalgamation.

“Resulting Issuer Option” means an option to purchase a Resulting Issuer Common Share.

“Resulting Issuer Registrar and Transfer Agent” means TSX Trust Company and any other Person which may be appointed as registrar and transfer agent of the Resulting Issuer from time to time.

“Securities Laws” means all applicable securities laws, the respective regulations made thereunder, together with applicable published fee schedules, prescribed forms, policy statements, multilateral and national instruments, orders, blanket rulings, notices and other regulatory instruments of the securities regulatory authorities in applicable jurisdictions having the force of law, including the rules and published policies of the TSX Venture.

“SEDAR” means the System for Electronic Document Analysis and Retrieval.

“**Subsidiaries**” means 2589671, 2589674, Nuuvera Deutschland GmbH, Nuuvera Israel Ltd., Avalon and Avanti.

“**Taxes**” means all taxes (including income tax, sales tax, value add tax, capital tax, payroll taxes, employer health tax, workers’ compensation payments, property taxes and land transfer taxes), duties, royalties, levies, imposts, assessments, deductions, charges or withholdings and all liabilities with respect thereto including any penalty and interest payable with respect thereto.

“**Termination Date**” means January 31, 2018 or such other date as the parties may agree upon in writing.

“**TSX**” means the Toronto Stock Exchange.

“**TSX Venture**” means the TSX Venture Exchange Inc.

“**United States**” means the United States of America, its territories and possessions, any State of the United States and the District of Columbia.

“**U.S. Person**” means a “U.S. person” as defined in Rule 902(k) of Regulation S under the U.S. Securities Act.

“**U.S. Securities Act**” means the United States Securities Act of 1933, as amended.

1.2 Interpretation Not Affected by Headings, etc.

The division of this Agreement into articles, sections and subsections is for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms “this Agreement”, “hereof”, “herein”, and “hereunder” and similar expressions refer to this Agreement and not to any particular article, section or other portion hereof and include any Agreement or instrument supplementary or ancillary hereto.

1.3 Number, etc.

Words importing the singular number shall include the plural and vice versa, words importing the use of any gender shall include all genders and words importing persons shall include firms and corporations and vice versa.

1.4 Date for Any Action

In the event that any date on which any action is required to be taken hereunder by any of the parties is not a Business Day such action shall be required to be taken on the next succeeding day which is a Business Day.

1.5 Currency

References to “\$” in this Agreement refer to lawful money of Canada.

1.6 Knowledge

Where any representation or warranty contained in this Agreement is expressly qualified by reference to the knowledge of Mira or Nuuvera, as applicable, it shall be deemed to refer to the actual knowledge of the officers of the particular company after having made due inquiry.

1.7 Meanings

Words and phrases defined in the CBCA shall have the same meaning herein as in the CBCA, unless otherwise defined herein or the context otherwise requires. Unless otherwise specifically indicated or the context otherwise requires “include”, “includes” and “including” shall be deemed to be followed by the words “without limitation”.

1.8 Disclosure in Writing

Disclosure by Nuuvera in writing to Mira, or words of similar effect, means disclosure in the draft Filing Statement dated as of November 14, 2017.

ARTICLE 2 AMALGAMATION

2.1 Amalgamation

On or before the Closing Date, subject to the terms and conditions of this Agreement and receipt of necessary approvals, each of Nuuvera, Mira and Mira Subco shall use commercially reasonable efforts to take all steps required of it to complete the Amalgamation and, without limitation, use all commercially reasonable efforts to obtain the Mira Shareholders' Approval and Nuuvera Shareholders' Approval, as applicable, and to apply for and obtain all other consents, orders or approvals as are necessary or desirable for the implementation of the Amalgamation and the filing of the Articles of Amalgamation with the registrar pursuant to the CBCA.

2.2 Amalco

Name. The name of Amalco shall be “Nuuvera Holdings Limited”.

- (a) **Registered Office.** The registered office of Amalco shall be situated at 5 Hazelton Avenue, Suite 300, Toronto, Ontario M5R 2E1.
- (b) **Authorized Capital.** Amalco shall be authorized to issue an unlimited number of Amalco Shares.
- (c) **Restrictions on Share Transfer.** The transfer of shares of Amalco shall not be subject to any restrictions.
- (d) **Number of Directors.** The minimum number of directors of Amalco shall be one and the maximum number of directors of Amalco shall be ten.

- (e) **First Directors.** The number of directors of Amalco shall be five. The first directors of Amalco shall be:

<u>Name</u>	<u>Address</u>
Ronald Schmeichel	5 Hazelton Avenue, Suite 300, Toronto, Ontario M5R 2E1
Lorne Abony	5 Hazelton Avenue, Suite 300, Toronto, Ontario M5R 2E1
James Eaton	5 Hazelton Avenue, Suite 300, Toronto, Ontario M5R 2E1
Anthony Lacavera	5 Hazelton Avenue, Suite 300, Toronto, Ontario M5R 2E1
Michael Young	5 Hazelton Avenue, Suite 300, Toronto, Ontario M5R 2E1

- (f) **Officers.** The officers of Amalco, until changed or added to by the board of directors of Amalco, shall be as follows:

<u>Office</u>	<u>Name</u>
Lorne Abony	President and Chief Executive Officer
Jordan Greenberg	Chief Financial Officer
Joshua Epstein	Chief Operating Officer, General Counsel and Secretary

- (g) **First Auditors.** The first Auditors of Amalco shall be Collins Barrow Toronto LLP. The first Auditors of Amalco shall hold office until the first annual meeting of shareholders of Amalco following the Amalgamation, or until their successor is appointed.
- (h) **Fiscal Year.** The fiscal year end of Amalco shall be December 31.
- (i) **Restrictions on Business.** There shall be no restrictions on the business that Amalco may carry on.
- (j) **By-laws.** The by-laws of Amalco shall be the current by-laws of Nuuvera. A copy of such by-laws may be examined at the current address of Nuuvera set out in Section 6.1 hereof.

2.3 Resulting Issuer

- (a) **Name.** The name of the Resulting Issuer shall be “Nuuvera Corp.”.
- (b) **Registered Office.** The registered office of the Resulting Issuer shall be situated at 5 Hazelton Avenue, Suite 300, Toronto, Ontario M5R 2E1.

- (c) **Number of Directors.** The minimum number of directors of the Resulting Issuer shall be three and the maximum number of directors of the Resulting Issuer shall be eleven.
- (d) **First Directors.** The number of first directors of the Resulting Issuer shall be five. Subject to the receipt of all necessary approvals, the first directors of the Resulting Issuer shall be:

<u>Name</u>	<u>Address</u>
Ronald Schmeichel	5 Hazelton Avenue, Suite 300, Toronto, Ontario M5R 2E1
Lorne Abony	5 Hazelton Avenue, Suite 300, Toronto, Ontario M5R 2E1
James Eaton	5 Hazelton Avenue, Suite 300, Toronto, Ontario M5R 2E1
Anthony Lacavera	5 Hazelton Avenue, Suite 300, Toronto, Ontario M5R 2E1
Michael Young	5 Hazelton Avenue, Suite 300, Toronto, Ontario M5R 2E1

The first directors shall hold office until the next annual meeting of the shareholders of the Resulting Issuer, or until their successors are duly appointed or elected.

- (e) **Officers.** The officers of the Resulting Issuer, until changed or added to by the board of directors of the Resulting Issuer, shall be as follows:

<u>Office</u>	<u>Name</u>
Lorne Abony	President and Chief Executive Officer
Jordan Greenberg	Chief Financial Officer
Joshua Epstein	Chief Operating Officer, General Counsel and Secretary

- (f) **Auditors.** The auditors of the Resulting Issuer shall be Collins Barrow Toronto LLP. The auditors of the Resulting Issuer shall hold office until the first annual meeting of shareholders of the Resulting Issuer following the Amalgamation or until their successor is appointed.
- (g) **Fiscal Year.** The fiscal year end of the Resulting Issuer shall be December 31.

2.4 Effect of Certificate of Amalgamation

Upon the issuance of the Certificate of Amalgamation:

- (a) the Amalgamation of Nuuvera and Mira Subco and their continuation as one corporation becomes effective;
- (b) the property of each of Nuuvera and Mira Subco shall continue to be the property of Amalco;
- (c) Amalco shall continue to be liable for the obligations of Nuuvera and Mira Subco;
- (d) any existing cause of action, claim, or liability to prosecution shall be unaffected;
- (e) a civil, criminal or administrative action or proceeding pending by or against Nuuvera or Mira Subco may be continued to be prosecuted by or against Amalco;
- (f) a conviction against, or ruling, order or judgment in favour of or against, Nuuvera or Mira Subco may be enforced by or against Amalco;
- (g) the articles of amalgamation are deemed to be the articles of incorporation of Amalco and the certificate of amalgamation is deemed to be the certificate of incorporation of Amalco;
- (h) Amalco shall be a wholly-owned subsidiary of Mira;
- (i) the aggregate stated capital of the common shares of Amalco shall become an amount equal to the paid-up capital for purposes of the *Income Tax Act* (Canada) of the common shares of Mira Subco immediately prior to the Amalgamation; and
- (j) the aggregate stated capital of the Resulting Issuer Common Shares shall be an amount equal to the aggregate paid-up capital for purposes of the *Income Tax Act* (Canada) immediately prior to the Amalgamation of (i) the Mira Common Shares and (ii) the Nuuvera Common Shares that are exchanged, or deemed to be exchanged, for Mira Common Shares on the Amalgamation.

2.5 Manner of Exchange of Issued Securities

Upon the terms and subject to the conditions set forth herein, at the time of the Amalgamation,

- (a) each outstanding Nuuvera Common Share (except for Nuuvera Common Shares held by holders that have validly exercised their dissent rights in connection with the Nuuvera Shareholders' Approval) shall be exchanged for one fully paid and non-assessable Resulting Issuer Common Share;
- (b) each outstanding share of Mira Subco shall be exchanged for one fully paid and non-assessable share of Amalco; and
- (c) subject to receipt of all required regulatory approvals and the consent of the optionholder, each outstanding Nuuvera Option shall be exchanged for a Resulting Issuer Option to purchase the corresponding number of Resulting Issuer Common Shares on substantially the same terms as those contained in the

amended and restated stock option plan of Nuuvera immediately prior to the Amalgamation and each such Nuuvera Option shall be cancelled. The exercise price for each Resulting Issuer Common Share underlying a Resulting Issuer Option will be equal to the exercise price per Nuuvera Common Share under the Nuuvera Option in effect immediately prior to the Amalgamation.

Nuuvera Common Shares held by holders who have validly exercised their dissent rights in connection with the shareholder resolution to approve the Amalgamation will not be exchanged pursuant to this Section 2.5. However, if any such dissenting holder fails to perfect or effectively withdraws its claim pursuant to applicable law, or forfeits its right to make a claim under applicable law, or if its rights as a shareholder of Nuuvera are otherwise reinstated, the Nuuvera Common Shares held by such holders shall thereupon be deemed to have been exchanged as of the time of the Amalgamation in accordance with this Section.

2.6 Certificates

At the time of the Amalgamation:

- (a) the registered holders of Nuuvera Common Shares shall cease to be holders of Nuuvera Common Shares, and shall be deemed to be registered holders of the Resulting Issuer Common Shares to which they are entitled in accordance with Section 2.5 hereof, all certificates evidencing Nuuvera Common Shares shall be null and void and, on or after the Effective Time, subject to Section 2.8 and subject to the delivery and surrender by a registered holder of the certificates evidencing Nuuvera Common Shares held by such registered holder to the Resulting Issuer, the Resulting Issuer shall provide instructions to the Resulting Issuer Registrar and Transfer Agent to deliver such certificates or other evidence of ownership representing the number of Resulting Issuer Common Shares to which they are so entitled and/or register the holders thereof in the book-entry system in CDS' name in accordance with the following, or as otherwise may be approved by the parties hereto:
 - (i) holders of Nuuvera Common Shares immediately prior to the Amalgamation that are neither in the United States nor a U.S. Person will receive the Resulting Issuer Common Shares they are entitled to receive pursuant to this Agreement as follows:
 - (A) in respect of Resulting Issuer Common Shares to be issued upon the exchange of Nuuvera Common Shares which were previously issued on the exchange of Nuuvera Subscription Receipts registered in the book-entry system with CDS, such holder's applicable Resulting Issuer Common Shares will be registered in the book-entry system with CDS; and
 - (B) in respect of Resulting Issuer Common Shares to be issued upon the exchange of Nuuvera Common Shares which

were previously issued on the exchange of Nuuvera Subscription Receipts held pursuant to a certificate representing such Nuuvera Subscription Receipts, such holder's applicable Resulting Issuer Common Shares will be issued by way of a physical certificate; and

- (C) in respect of Resulting Issuer Common Shares to be issued upon the exchange of Nuuvera Common Shares which were not previously issued on the exchange of Nuuvera Subscription Receipts, such holder's applicable Resulting Issuer Common Shares will be issued by way of a physical certificate; and
- (ii) holders of Nuuvera Common Shares immediately prior to the Amalgamation that are either in the United States or a U.S. Person will receive the Resulting Issuer Common Shares they are entitled to receive pursuant to this Agreement as follows:
 - (A) in respect of Resulting Issuer Common Shares to be issued upon the exchange of Nuuvera Common Shares which were previously issued on the exchange of Nuuvera Subscription Receipts to Qualified Institutional Buyers, such holder's applicable Resulting Issuer Common Shares will be registered in the book-entry system with CDS; and
 - (B) in respect of Resulting Issuer Common Shares to be issued upon the exchange of Nuuvera Common Shares which were not previously issued on the exchange of Nuuvera Subscription Receipts, such holder's applicable Resulting Issuer Common Shares will be issued by way of a physical certificate.
- (b) the registered holders of the Nuuvera Options will exchange their Nuuvera Options for the Resulting Issuer Options to which they are entitled in accordance with Section 2.5 hereof, and all certificates and/or agreements evidencing Nuuvera Options shall be exchanged for the applicable certificates and/or agreements to evidence Resulting Issuer Options; and
- (c) notwithstanding the foregoing, all certificates representing Nuuvera Common Shares held by persons who have validly exercised their dissent rights in connection with the Nuuvera Shareholders' Approval shall represent only the right to receive fair value of the Nuuvera Common Shares formerly represented by such certificates in accordance with applicable law.

2.7 Fractional Securities

No fractional securities of the Resulting Issuer will be issued. If a securityholder of Nuuvera would otherwise be entitled to a fractional security upon the Amalgamation, the

number of securities of the Resulting Issuer issued to such securityholder shall be rounded down to the next lesser whole number of such security. In calculating such fractional interests, all securities of the Resulting Issuer, as the case may be, registered in the name of a Resulting Issuer securityholder or their nominee shall be aggregated.

2.8 U.S. Securities Law Restrictive Legend

The parties acknowledge and agree that, in addition to any other legends affixed to Resulting Issuer Common Shares issued in connection with the Amalgamation, upon the original issuance of the Resulting Issuer Common Shares to U.S. Persons, other than Qualified Institutional Buyers, that are holders of Nuuvera Common Shares in connection with the Amalgamation, and until such time as the same is no longer required under applicable requirements of the U.S. Securities Act or applicable state securities laws, certificates representing such securities and all certificates issued in exchange therefor or in substitution thereof, shall bear the following legend:

“THE OFFER AND SALE OF SECURITIES REPRESENTED HEREBY HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “U.S. SECURITIES ACT”) OR ANY STATE SECURITIES LAWS, AND THE SECURITIES REPRESENTED HEREBY MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY (A) TO THE CORPORATION (B) OUTSIDE THE UNITED STATES IN COMPLIANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT AND IN COMPLIANCE WITH LOCAL LAWS AND REGULATIONS, (C) PURSUANT TO A REGISTRATION STATEMENT THAT HAS BEEN DECLARED EFFECTIVE UNDER THE U.S. SECURITIES ACT AND IS AVAILABLE FOR RESALE OF THE SECURITIES, OR (D) IN COMPLIANCE WITH AN EXEMPTION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT, INCLUDING RULE 144 OR RULE 144A THEREUNDER, IF AVAILABLE, AND, IN EACH CASE, IN COMPLIANCE WITH ANY APPLICABLE STATE SECURITIES LAWS. THE HOLDER FURTHER UNDERSTANDS AND AGREES THAT IN THE EVENT OF A TRANSFER PURSUANT TO THE FOREGOING CLAUSE (D), THE CORPORATION WILL REQUIRE A LEGAL OPINION OF COUNSEL OF RECOGNIZED STANDING OR OTHER EVIDENCE SATISFACTORY TO THE CORPORATION THAT SUCH TRANSFER IS EXEMPT FROM REGISTRATION UNDER THE U.S. SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS. DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE “GOOD DELIVERY” IN SETTLEMENT OF TRANSACTIONS ON STOCK EXCHANGES IN CANADA.”

2.9 No Contravention of U.S. Securities Laws

Notwithstanding anything to the contrary in this Agreement, no Resulting Issuer Common Shares or Resulting Issuer Options shall be delivered to any person in the United States or to any U.S. Person if the Resulting Issuer determines, in its sole discretion, that doing so may result in any contravention of the U.S. Securities Act or any applicable state securities laws and the Resulting Issuer may instead, in the case of Resulting Issuer Common Shares, appoint an agent to sell the Resulting Issuer Common

Shares of such person on behalf of that person and deliver an amount of cash representing the proceeds of the sale of such Resulting Issuer Common Shares, net of expenses of sale, or, in the case of Resulting Issuer Options, deliver an amount of cash representing the fair market value of the Resulting Issuer Options.

ARTICLE 3 COVENANTS

3.1 Covenants of Mira

Mira covenants and agrees with Nuuvera that Mira will from the date of execution hereof to and including the Effective Date:

- (a) use all commercially reasonable efforts to obtain all necessary consents, assignments or waivers from third parties and amendments or terminations to any instrument or agreement and take such other measures as may be necessary to fulfil its obligations under and to carry out the transactions contemplated by this Agreement;
- (b) mail to its shareholders materials required in connection with the Mira Meeting in accordance with its constating documents and applicable laws as soon as reasonably practicable and use its commercially reasonable efforts to hold the Mira Meeting by December 14, 2017 and obtain the Mira Shareholders' Approval by such date;
- (c) make other necessary filings and applications under applicable laws and regulations required on the part of it in connection with the transactions contemplated herein, and take all reasonable action necessary to be in compliance with such laws and regulations;
- (d) prior to the Closing Date, effect the Consolidation, subject to obtaining the requisite shareholder approval;
- (e) use all commercially reasonable efforts to conduct its affairs so that all of its representations and warranties contained herein shall be true and correct on and as of the Effective Date as if made on the Effective Date, except to the extent that such representations and warranties require modification to give effect to the transactions contemplated herein;
- (f) immediately notify Nuuvera of any legal or governmental actions, suits, judgments, investigations, injunction, complaint, motion, regulatory investigation, regulatory proceeding or similar proceeding by any Person, Governmental Entity or other regulatory body, whether actual or threatened, with respect to the Amalgamation or which could otherwise delay or impede the transactions contemplated hereby;

- (g) notify Nuuvera immediately upon becoming aware that any of the representations and warranties of Mira contained herein are no longer true and correct in any material respect;
- (h) use all commercially reasonable efforts to cause each of the conditions precedent set forth in Section 5.1 hereof to be complied with;
- (i) advise Nuuvera if there are any circumstances, individually or in the aggregate, that may materially and adversely affect the transactions contemplated by this Agreement; and
- (j) subject to the satisfaction of the conditions in Section 5.2 hereof, thereafter cause Mira Subco to file together with Nuuvera with the registrar under the CBCA the Articles of Amalgamation and such other documents as may be required to give effect to the Amalgamation on or before the Termination Date.

3.2 Covenants of Nuuvera

Nuuvera covenants and agrees with Mira that it will from the date of execution hereof to and including the Effective Date:

- (a) use all commercially reasonable efforts to obtain all necessary consents, assignments or waivers from third parties and amendments or terminations to any instrument or agreement, to provide all notices required in connection with the Amalgamation and take such other measures as may be necessary to fulfil its obligations under and to carry out the transactions contemplated by this Agreement;
- (b) use its commercially reasonable efforts to obtain the Nuuvera Shareholders' Approval prior to the Effective Date;
- (c) promptly advise Mira of any written notice of dissent or purported exercise by any Nuuvera shareholder of dissent rights under applicable law received by Nuuvera in relation to the Amalgamation and any withdrawal of dissent rights received by Nuuvera;
- (d) make necessary filings and applications under applicable federal, state and provincial laws and regulations required on the part of Nuuvera in connection with the transactions contemplated herein, and take all reasonable action necessary to be in compliance with such laws and regulations;
- (e) use all commercially reasonable efforts to conduct its affairs so that Nuuvera's representations and warranties contained herein shall be true and correct on and as of the Effective Date as if made on the Effective Date, except to the extent that such representations and warranties require modification to give effect to the transactions contemplated herein or in the Filing Statement or Nuuvera conducting its business in the ordinary course;

- (f) immediately notify Mira of any legal or governmental actions, suits, judgments, investigations, injunction, complaint, motion, regulatory investigation, regulatory proceeding or similar proceeding by any Person, Governmental Entity or other regulatory body, whether actual or threatened, with respect to the Amalgamation or which could otherwise delay or impede the transactions contemplated hereby or result in a Material Adverse Effect;
- (g) notify Mira immediately upon becoming aware that any of the representations and warranties of Nuuvera contained herein are no longer true and correct in any material respect;
- (h) use all commercially reasonable efforts to cause each of the conditions precedent set forth in Section 5.2 hereof to be complied with or satisfied;
- (i) advise Mira if there are any circumstances, individually or in the aggregate, that may materially and adversely affect the transactions contemplated by this Agreement; and
- (j) subject to the satisfaction of the conditions precedent in Section 5.1 hereof, thereafter together with Mira Subco file with the registrar the Articles of Amalgamation and such other documents as may be required to give effect to the Amalgamation on or before the Termination Date.

3.3 Filing Statement

- (a) Mira shall prepare and file the Final Filing Statement and other documents related thereto in accordance with applicable law with the applicable securities regulatory authority and as otherwise required. Mira shall ensure that no such information concerning Mira that is included in the Final Filing Statement shall contain any untrue statement of a material fact (as such term is defined pursuant to the Securities Laws) or omit to state a material fact required to be stated therein in order to make any information concerning Mira not misleading in light of the circumstances in which it is disclosed.
- (b) Nuuvera shall furnish to Mira all such information concerning Nuuvera, as may be reasonably required by Mira in the preparation of the Final Filing Statement and other documents related thereto, and Nuuvera shall ensure that no such information provided by Nuuvera for inclusion in the Final Filing Statement shall contain any untrue statement of a material fact (as such term is defined pursuant to the Securities Laws) or omit to state a material fact required to be stated therein in order to make any information so furnished by Nuuvera not misleading in light of the circumstances in which it is disclosed.
- (c) Nuuvera shall promptly notify Mira if, at any time before the Closing, the Final Filing Statement contains an untrue statement of a material fact concerning Nuuvera or omits to state a material fact concerning Nuuvera required to be stated therein or necessary to make the statements contained therein not misleading in

light of the circumstances in which they are made, or that otherwise requires an amendment or supplement to the Final Filing Statement.

- (d) Mira shall promptly notify Nuuvera if, at any time before the Closing, the Final Filing Statement contains an untrue statement of a material fact concerning Mira or omits to state a material fact concerning Mira required to be stated therein or necessary to make the statements contained therein not misleading in light of the circumstances in which they are made, or that otherwise requires an amendment or supplement to the Final Filing Statement.
- (e) Each of Mira and Nuuvera shall co-operate in the preparation of any amendment or supplement as required or as appropriate pursuant to Subsections 3.3(c) and 3.3(d). Mira shall, subject to compliance by Nuuvera with this Subsection 3.3(e), and, if required by the TSX Venture or applicable laws, file any amendment or supplement to the Final Filing Statement with the applicable securities regulatory authority and as otherwise required.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties of Mira

Mira represents and warrants to and in favour of Nuuvera as follows, and acknowledges that Nuuvera is relying upon such representations and warranties in connection with the completion of the transactions contemplated herein:

- (a) Each of Mira and Mira Subco is a corporation incorporated and validly existing under the laws of the jurisdiction of its incorporation and has all requisite corporate power and corporate authority and is duly qualified and holds all material permits, licences, registrations, qualifications, consents and authorizations necessary or required to carry on the Mira Business as now conducted and to own, lease or operate its Assets and Properties and neither Mira nor, to the knowledge of Mira, any other Person, has taken any steps or proceedings, voluntary or otherwise, requiring or authorizing Mira's dissolution or winding up of Mira or Mira Subco, and each of Mira and Mira Subco has all requisite corporate power and corporate authority to enter into and carry out its obligations under this Agreement.
- (b) The authorized capital of Mira consists of an unlimited number of Mira Common Shares, of which 12,500,000 Mira Common Shares are issued and outstanding as at the date hereof as fully paid and non-assessable shares in the capital of Mira. Other than 12,500,000 Mira Common Shares and the Mira Management Options, Mira has no securities issued or outstanding.
- (c) Other than Mira Subco, Mira has no direct or indirect subsidiaries and does not hold an investment in any Person and has no agreement, option or commitment to acquire any such investment. All of the issued and outstanding securities of Mira

Subco (being one common share of Mira Subco) are held by Mira. Mira Subco is not a party to any contract and has nominal assets and no liabilities.

- (d) No acts or proceedings have been taken, instituted or, are pending for the dissolution or liquidation of Mira or Mira Subco.
- (e) Mira is a “reporting issuer” (as that term is defined under applicable Securities Laws in each of the provinces of Ontario, Alberta and British Columbia) and is not in default of the requirements of the applicable Securities Laws in such jurisdictions in any material respect.
- (f) Mira has filed all material documents and information required to be filed by it pursuant to applicable Securities Laws with the applicable securities commissions (the “**Disclosure Documents**”) and Mira does not have any confidential filings with any securities authorities. As of the time the Disclosure Documents were filed with the applicable securities regulators and on SEDAR (System for Electronic Document Analysis and Retrieval) (or, if amended or superseded by a filing prior to the date of this Agreement, then on the date of such filing): (i) each of the Disclosure Documents complied in all material respects with the requirements of the applicable Securities Laws in the jurisdictions they were filed; and (ii) to the extent required by applicable Securities Laws, none of the Disclosure Documents contained any untrue statement of a material fact regarding Mira or omitted to state a material fact regarding Mira required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.
- (g) As at the date hereof, there is no material fact or material change (as such term is defined pursuant to the Securities Laws) in the business or affairs of Mira that has not been generally disclosed to the public.
- (h) Mira has been conducting the Mira Business in compliance in all material respects with all applicable laws and regulations of each jurisdiction in which it carries on the Mira Business and has not received a notice of material non-compliance, and, to the knowledge of Mira, there are no facts that would give rise to a notice of material non-compliance with any such laws and regulations. The only business of Mira is the Mira Business.
- (i) No consent, approval, order or authorization of, or registration, declaration or filing with, any third party or Governmental Entity is required by or with respect to Mira or Mira Subco in connection with the execution and delivery of this Agreement by Mira or Mira Subco, the performance of their obligations hereunder or the consummation by Mira or Mira Subco of the Amalgamation other than: (i) the Mira Shareholders’ Approval; (ii) the approval of the Amalgamation as Mira’s Qualifying Transaction by the TSX Venture and the approval by the applicable exchange of the listing of the Resulting Issuer Common Shares on the TSX or TSX Venture; (iii) the filing of Articles of Amendment to effect the applicable Mira Meeting Matters; (iv) the filing of the Articles of Amalgamation under the CBCA and the issuance of a certificate in

respect thereof; (v) such registrations and other actions required under applicable Securities Laws as are contemplated by this Agreement and registrations and applications required as a result of the formation of a new corporation on the Amalgamation; and (vi) any filings with the registrar under the CBCA.

- (j) Subject to the receipt of the approvals and the filings set out in 4.1(i), each of the execution and delivery of this Agreement, the performance by each of Mira and Mira Subco of its obligations hereunder, the issue of the Resulting Issuer Common Shares and the consummation of the Amalgamation, do not and will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, (whether after notice or lapse of time or both), (i) any law, statute, rule or regulation applicable to Mira or Mira Subco including applicable Securities Laws; (ii) the constating documents, by-laws or resolutions of Mira or Mira Subco which are in effect as at the date hereof; (iii) any mortgage, note, indenture, contract, agreement, instrument, lease or other document to which Mira or Mira Subco is a party or by which it is bound; or (iv) any judgment, decree or order binding upon Mira or Mira Subco or either's Assets and Properties.
- (k) Each of the execution and delivery of this Agreement and the performance of the transactions contemplated hereby has been authorized by all necessary corporate action of each of Mira and Mira Subco and upon the execution and delivery of this Agreement shall constitute a valid and binding obligation of each of Mira and Mira Subco, enforceable against each of Mira and Mira Subco by Nuuvera in accordance with its terms; except as enforcement of this Agreement may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting the rights of creditors generally and except as limited by the application of equitable principles when equitable remedies are sought, and by the fact that rights to indemnity, contribution and waiver, and the ability to sever unenforceable terms, may be limited by applicable law.
- (l) Other than this Agreement, neither Mira nor Mira Subco is currently party to any agreement in respect of: (i) the purchase of any material property or assets or any interest therein or the sale, transfer or other disposition of any material property or assets or any interest therein currently owned, directly or indirectly, by Mira or Mira Subco whether by asset sale, transfer of shares or otherwise; or (ii) the change of control of Mira or Mira Subco (whether by sale or transfer of shares or otherwise).
- (m) Each of the audited financial statements of Mira for the period from the date of incorporation (July 17, 2015) to December 31, 2015, the audited financial statements of Mira for the year ended December 31, 2016 and the interim financial statements of Mira for the three and nine month periods ended September 30, 2017 (i) have been prepared in accordance with IFRS applied on a consistent basis throughout the periods involved or as noted therein, (ii) do not contain any misrepresentations with respect to the periods covered therein, and (iii) present fairly, in all material respects, the financial position (including the assets and liabilities, whether absolute, contingent or otherwise as required by

IFRS) of Mira as at such dates and the results of its operations and its cash flows for the period then ended and contain and reflect adequate provisions for all reasonably anticipated liabilities, expenses and losses of Mira in accordance with IFRS and there has been no change in accounting policies or practices of Mira since September 30, 2017.

- (n) Mira has not incurred any liabilities since September 30, 2017, other than those incurred in the ordinary course of business as a capital pool company.
- (o) All Taxes (including income tax, capital tax, payroll taxes, employer health tax, workers' compensation payments, property taxes, custom and land transfer taxes), duties, royalties, levies, imposts, assessments, deductions, charges or withholdings and all liabilities with respect thereto, including any penalty and interest payable with respect thereto due and payable by Mira or Mira Subco, have been paid, except where the failure to pay such Taxes would not reasonably be expected to result in a Material Adverse Change in respect of Mira or Mira Subco. All Tax returns, declarations, remittances and filings required to be filed by Mira or Mira Subco have been filed with all appropriate Governmental Entities and all such returns, declarations, remittances and filings did not contain a misrepresentation as at the respective dates thereof except where the failure to file such documents or such misrepresentation would not reasonably be expected to result in a Material Adverse Change in respect of Mira or Mira Subco. To the knowledge of Mira or Mira Subco, no examination of any Tax return of Mira or Mira Subco is currently in progress and there are no issues or disputes outstanding with any Governmental Entity respecting any Taxes that have been paid, or may be payable, by Mira or Mira Subco, in any case, except where such examinations, issues or disputes would not reasonably be expected to result in a Material Adverse Change in respect of Mira or Mira Subco.
- (p) Other than the Mira Management Options, no Person has any agreement or option or right or privilege (whether at law, pre-emptive or contractual) capable of becoming an agreement for the purchase, subscription or issuance of, or exchange or conversion into, any unissued shares, securities, warrants or convertible obligations of any nature of Mira or Mira Subco.
- (q) No legal or governmental actions, suits, judgments, investigations or proceedings are pending to which Mira or Mira Subco, or to the knowledge of Mira, the directors or officers of Mira are a party or to which the Assets and Properties of Mira or Mira Subco are subject that would result in a Material Adverse Effect and, to the knowledge of Mira, no such proceedings have been threatened against or are pending with respect to Mira or Mira Subco, or with respect to its Assets and Properties and neither Mira nor Mira Subco is subject to any judgment, order, writ, injunction, decree or award of any Governmental Entity, which, either individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect.
- (r) Mira is not party to any material Contract, written or oral, other than:

- (i) a registrar and transfer agency and disbursing agent agreement dated as of August 6, 2015 between Mira and Equity Financial Trust Company (now operating as TSX Trust Company);
 - (ii) an agency agreement dated as of August 6, 2015 between Mira and Richardson GMP Limited in connection with the initial public offering of Mira; and
 - (iii) the Mira Escrow Agreement,
- (collectively, the “**Mira Material Contracts**”).
- (s) All Mira Material Contracts are in good standing in all material respects and in full force and effect.
 - (t) Neither Mira nor, to the knowledge of Mira, any other party thereto is in material default or breach of any Mira Material Contract and, to the knowledge of Mira, there exists no condition, event or act which, with the giving of notice or lapse of time or both, would constitute a material default or breach under any Mira Material Contract which would give rise to a right of termination on the part of any other party to a Mira Material Contract.
 - (u) Except for (i) the trading halt imposed by the TSX Venture on October 6, 2017 following disclosure by Mira of the Letter Agreement, and (ii) the standard suspension of trading imposed by the TSX Venture as a result of Mira not completing a Qualifying Transaction within 24 months of listing on the TSX Venture, no order, ruling or determination having the effect of suspending the sale or ceasing the trading in any securities of Mira (including the Mira Common Shares) has been issued by any regulatory authority and is continuing in effect and no proceedings for that purpose have been instituted or, to the knowledge of Mira, are pending, contemplated or threatened by any regulatory authority.
 - (v) Mira is not party to any agreement, nor is Mira aware of any agreement, which in any manner affects the voting control of any of the securities of Mira.
 - (w) The minute books and records of Mira and Mira Subco which Mira has made available to Nuuvera and legal counsel to Nuuvera in connection with the due diligence investigation of Mira and Mira Subco for the period from the date of incorporation to the date of examination thereof are all of the minute books and all of the records of Mira and Mira Subco for such periods and contain copies of all constating documents, including all amendments thereto, and all material proceedings of securityholders and directors (and committees thereof) and are complete in all material respects.
 - (x) There is no Person acting at the request or on behalf of Mira that is entitled to any brokerage or finder’s fee or other compensation in connection with the transactions contemplated by this Agreement.

4.2 Representations and Warranties of Nuuvera

Nuuvera represents and warrants to and in favour of Mira and Mira Subco as follows, and acknowledges that Mira and Mira Subco are relying upon such representations and warranties in connection with the completion of the transactions contemplated herein:

- (a) Each of Nuuvera and its Subsidiaries (i) is a corporation, partnership or limited liability company incorporated or created and existing and, in respect of each such corporation only, is validly subsisting under the laws of its jurisdiction of incorporation, (ii) has the corporate or equivalent power and capacity to carry on its business or activities and to own or lease and to operate its Assets and Properties and related business and operations and to carry out its obligations under the Material Agreements to which it is a party and (iii) in the case of Nuuvera, has all requisite corporate power and capacity to enter into and carry out its obligations under this Agreement.
- (b) Other than the Subsidiaries, Nuuvera has no direct or indirect subsidiaries. Other than the Material Subsidiaries, Nuuvera does not hold an investment in any Person which is currently material to the business and affairs of Nuuvera; Nuuvera's direct or indirect ownership interest in each of its Subsidiaries is held free and clear of all Encumbrances, except for such Encumbrances as would not reasonably be expected to have a Material Adverse Effect; and all such securities of the Subsidiaries have been validly issued and, if applicable, are outstanding as fully paid and non-assessable.
- (c) No acts or proceedings have been taken, instituted or, are pending for the dissolution or liquidation of Nuuvera or any of its Subsidiaries.
- (d) The authorized capital of Nuuvera consists of an unlimited number of Nuuvera Common Shares and an unlimited number of preference shares, of which 71,180,000 Nuuvera Common Shares and nil preference shares are outstanding as fully paid and non-assessable shares of Nuuvera as at the date hereof.
- (e) Nuuvera is not a party to any agreement, nor is Nuuvera aware of any agreement, which in any manner affects the voting control of any of the securities of Nuuvera.
- (f) There is not, in the constating documents, by-laws or in any Material Agreement, or other instrument or document to which Nuuvera is a party, any restriction upon or impediment to, the declaration of dividends by the directors of Nuuvera or the payment of dividends by Nuuvera to the holders of the Nuuvera Common Shares.
- (g) Other than (i) 8,000,000 Nuuvera Subscription Receipts to be issued upon the closing of the Nuuvera Private Placement at a price of \$2.50 per Nuuvera Subscription Receipt; and (ii) 7,946,364 Nuuvera Options to purchase 7,946,364 Nuuvera Common Shares outstanding as of the date hereof, no person has any agreement or option or right or privilege (whether at law, pre-emptive or contractual) capable of becoming an agreement for the purchase, subscription or

issuance of, or exchange or conversion into, any unissued shares, securities, warrants or convertible obligations of any nature of Nuuvera.

- (h) Subject to receipt of the Nuuvera Shareholders' Approval, each of the execution and delivery of this Agreement and the performance of the transactions contemplated hereby has been authorized by all necessary corporate action of Nuuvera and upon the execution and delivery of this Agreement shall constitute a valid and binding obligation of Nuuvera, enforceable against Nuuvera by the other Parties hereto in accordance with its terms; except as enforcement of this Agreement may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting the rights of creditors generally and except as limited by the application of equitable principles when equitable remedies are sought, and by the fact that rights to indemnity, contribution and waiver, and the ability to sever unenforceable terms, may be limited by applicable law.
- (i) The Financial Statements (i) have been prepared in accordance with IFRS, applied on a consistent basis throughout the periods involved or as noted therein, (ii) do not contain any misrepresentations with respect to the periods covered therein, and (iii) present fairly, in all material respects, the financial condition of Nuuvera (on a consolidated basis) or the applicable Subsidiary, as the case may be, for the periods then ended.
- (j) There are no material off-balance sheet transactions, arrangements or obligations (including contingent obligations) of Nuuvera which are required to be disclosed and are not disclosed or reflected in the Financial Statements and Nuuvera does not have any material liabilities, obligations, indebtedness or commitments, whether accrued, absolute, contingent or otherwise, which are not disclosed or referred to in the Financial Statements other than those incurred in the ordinary course of business.
- (k) There has been no change in accounting policies or practices of Nuuvera since the date of its incorporation, other than as required by IFRS and as disclosed in the Financial Statements.
- (l) The auditors of Nuuvera are independent accountants as required by the Securities Laws and there has not been any "reportable event" (within the meaning of National Instrument 51-102 - *Continuous Disclosure Obligations*) with respect to the present auditors of Nuuvera.
- (m) Since September 30, 2017, except as disclosed in writing: (i) other than the entering into of this Agreement and the performance of the obligations hereunder there has not been any material change in the assets, liabilities, obligations (absolute, accrued, contingent or otherwise), business, condition (financial or otherwise) or results of operations of Nuuvera and its Subsidiaries on a consolidated basis; (ii) other than the entering into of this Agreement and the performance of the obligations hereunder and thereunder and other than the issuance of 1,951,364 Nuuvera Options and the proposed issuance of 8,000,000

Nuuvera Subscription Receipts, there has not been any material change in the capital stock or long-term debt of Nuuvera on a consolidated basis; and (iii) Nuuvera has carried on its businesses in the ordinary course.

- (n) Except as disclosed in writing, Nuuvera has not approved, is not contemplating and has not entered into any agreement in respect of, nor has any knowledge of:
 - (i) the purchase of any material property or assets or any interest therein (other than in connection with the Amalgamation) or the sale, transfer or disposition of any material property or assets or any interest therein currently owned, directly or indirectly, by Nuuvera whether by asset sale, transfer of shares or otherwise; or
 - (ii) the change of control, by sale or transfer of shares or sale of all or substantially all of the property and assets of Nuuvera or otherwise (other than in connection with the Amalgamation), of Nuuvera.
- (o) Nuuvera and its Subsidiaries are, in all material respects, conducting their business in compliance with all applicable laws of each jurisdiction in which their respective businesses are carried on and are licensed, registered or authorized in all jurisdictions in which they own, lease or operate their properties or carry on business to enable their business to be carried on as now conducted and their properties and assets to be owned, leased and operated, except as would not reasonably be expected to have a Material Adverse Effect.
- (p) Nuuvera and its Subsidiaries possess all Governmental Licences necessary or required to conduct the business as now operated by Nuuvera and its Subsidiaries; Nuuvera and its Subsidiaries are in compliance with the terms and conditions of all such Governmental Licences, except for instances of noncompliance which would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; all of the Governmental Licences are in good standing, valid, subsisting and in full force and effect; and Nuuvera and its subsidiaries have not received any notice of non-compliance, nor does Nuuvera know of, or have reasonable grounds to know of, any facts that could give rise to a notice of non-compliance or indication relating to the cancellation, revocation, limitation, suspension, adverse modification or refusal to issue or renew any such Governmental Licences.
- (q) Nuuvera or its Subsidiary has an NCR License and is an approved licenced dealer in the cannabis industry in Canada, under the CDSA and the NCR, authorizing Nuuvera or its Subsidiary to, among other things, sell, produce, possess, ship, transport, deliver and destroy the identified forms of cannabis listed on the NCR License for the purposes of analytical testing and distribution. Nuuvera and its Subsidiaries are in compliance with the terms and conditions of the NCR License.
- (r) Nuuvera or its Subsidiary is permitted to export and import cannabis in Canada under the CDSA and the NCR, subject to the issuance of an Export Permit or Import Permit authorizing Nuuvera and its Subsidiaries to, among other things, export and import specific shipments of cannabis and cannabis derivatives for commercial purposes.

- (s) With respect to each of the licenses issued by Health Canada to Nuuvera or any of its Subsidiaries pursuant to Section 9.2 of the NCR, Nuuvera and its Subsidiaries' activities were considered G-M-P compliant as at April 6, 2016 by Health Canada and since that date its activities have and continue to be G-M-P compliant.
- (t) Any product research and development or commercialization activities, including quality assurance, quality control, testing, and research and analysis activities, conducted by Nuuvera and its Subsidiaries is conducted in compliance, in all material respects, with all industry, laboratory safety, management and training standards applicable to such business and all such processes, procedures and practices required in connection with such activities are in place and are being complied with in all material respects.
- (u) All of the Material Agreements are valid, subsisting, in good standing and in full force and effect, enforceable in accordance with the terms thereof. Nuuvera and its Subsidiaries have performed all obligations (including payment obligations) in a timely manner under, and are in compliance with all terms, conditions and covenants contained in each Material Agreement except for any non-compliance which would not reasonably be excepted to have a Material Adverse Effect and, to the knowledge of Nuuvera, no other party is in breach, violation or default of any material term under any Material Agreement. There exists no actual or, to the knowledge of Nuuvera, threatened termination, cancellation or limitation of, or any material adverse modification or material change in, the business relationship of Nuuvera or its Subsidiaries, with any supplier or customer, or any group of suppliers or customers whose business with or whose purchases or inventories/components provided to the business of Nuuvera or its Subsidiaries are individually or in the aggregate material to the assets, business, properties, operations or financial condition of Nuuvera or its Subsidiaries taken as a whole.
- (v) Nuuvera is not in breach or default of, and the execution and delivery of this Agreement and the performance by Nuuvera of its obligations hereunder do not and will not result in a breach or violation of any of the terms of or provisions of, or constitute a default under, (whether after notice or lapse of time or both), (i) any law, statute, rule or regulation applicable to Nuuvera or its Subsidiaries; (ii) the constating documents, by-laws or resolutions of Nuuvera which are in effect at the date of hereof; (iii) any Material Agreement; (iv) any Governmental License or (v) any judgment, decree or order binding Nuuvera or the Subsidiaries or the Properties or Assets of Nuuvera or its Subsidiaries; except in the case of (i) and (v) as would not reasonably be expected to have a Material Adverse Effect.
- (w) Nuuvera is not a party to or bound or affected by any commitment, agreement or document containing any covenant which expressly limits the freedom of Nuuvera to compete in any line of business.
- (x) There are no actions, proceedings or investigations (whether or not purportedly by or on behalf of Nuuvera or its Subsidiaries) against or affecting or, to the best knowledge of Nuuvera, pending or threatened against Nuuvera or its Subsidiaries at law or in equity (whether in any court, arbitration or similar tribunal) or before

or by any federal, provincial, state, municipal or other governmental department, commission, board or agency, domestic or foreign except for any actions, proceedings or investigations that would not reasonably be expected to have a Material Adverse Effect. Nuuvera is not aware of any legislation, or proposed legislation published by a legislative body, which it anticipates will have a Material Adverse Effect.

- (y) Neither Nuuvera nor its Subsidiaries nor to the knowledge of Nuuvera, any director, officer, employee, consultant, representative or agent of the foregoing, has (i) violated any anti-bribery or anti-corruption laws applicable to Nuuvera, including but not limited to the *United States Foreign Corrupt Practices Act of 1977* and *Corruption of Foreign Public Officials Act* (Canada), or (ii) offered, paid, promised to pay, or authorized the payment of any money, or offered, given, promised to give, or authorized the giving of anything of value, that goes beyond what is reasonable and customary and/or of modest value: (A) to any Government Official, whether directly or through any other person, for the purpose of influencing any act or decision of a Government Official in his or her official capacity; inducing a Government Official to do or omit to do any act in violation of his or her lawful duties; securing any improper advantage; inducing a Government Official to influence or affect any act or decision of any Governmental Authority; or assisting any representative of Nuuvera in obtaining or retaining business for or with, or directing business to, any person; or (B) to any person in a manner which would constitute or have the purpose or effect of public or commercial bribery, or the acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business or any improper advantage. Neither Nuuvera nor its Subsidiaries nor to the knowledge of Nuuvera, any director, officer, employee, consultant, representative or agent of foregoing, has (i) conducted or initiated any review, audit, or internal investigation that concluded Nuuvera or its Subsidiaries, or any director, officer, employee, consultant, representative or agent of the foregoing violated such laws or committed any material wrongdoing, or (ii) made a voluntary, directed, or involuntary disclosure to any Governmental Entity responsible for enforcing anti-bribery or anti-corruption laws, in each case, with respect to any alleged act or omission arising under or relating to non-compliance with any such laws, or received any notice, request, or citation from any person alleging non-compliance with any such laws.
- (z) The operations of Nuuvera and its Subsidiaries are and have been conducted at all times in 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 Entity (collectively, the “**Applicable Anti-Money Laundering Laws**”) and no action, suit or proceeding by or before any Governmental Entity involving Nuuvera or its Subsidiaries with respect to Applicable Anti-Money Laundering Laws is, to the knowledge of Nuuvera, pending or threatened.

- (aa) Nuuvera owns or has the right to use all of the Intellectual Property owned or used by it as of the date hereof. All registrations, if any, and filings necessary to preserve the rights of Nuuvera in the Intellectual Property owned by Nuuvera have been made and are in good standing. Nuuvera has no pending action or proceeding, nor any threatened action or proceeding, against any Person with respect to the use of the Intellectual Property owned by Nuuvera. To the knowledge of Nuuvera, the Intellectual Property owned by Nuuvera does not infringe upon the intellectual property rights of any other Person. Nuuvera has no pending action or proceeding, nor, to the knowledge of Nuuvera, is there any threatened action or proceeding against it with respect to Nuuvera's use of the Intellectual Property. No third parties have rights to any material Intellectual Property that is owned by Nuuvera or other than rights acquired pursuant to non-exclusive licenses granted by Nuuvera in the ordinary course of business. None of the Intellectual Property that is owned by Nuuvera comprises an improvement to any Intellectual Property that would give any third person any rights to any such Intellectual Property, including, without limitation, rights to license any such Intellectual Property.
- (bb) Each material plan for retirement, bonus, stock purchase, profit sharing, stock option, deferred compensation, severance or termination pay, insurance, medical, hospital, dental, vision care, drug, sick leave, disability, salary continuation, legal benefits, unemployment benefits, vacation, incentive or otherwise contributed to or required to be contributed to, by Nuuvera for the benefit of any current or former director, officer, employee or consultant of Nuuvera (the "**Employee Plans**") has been maintained in compliance with its terms and with the requirements prescribed by any and all statutes, orders, rules and regulations that are applicable to such Employee Plans, in each case, in all material respects.
- (cc) All material accruals for unpaid vacation pay, premiums for unemployment insurance, health premiums, federal or state pension plan premiums, accrued wages, salaries and commissions and employee benefit plan payments have been reflected in the books and records of Nuuvera.
- (dd) No material labour dispute, complaint, grievance or other conflict with the employees of Nuuvera or its Subsidiaries currently exists, or to the knowledge of Nuuvera is threatened or pending. No union representation exists respecting the employees of Nuuvera and no collective bargaining agreement is in place or currently being negotiated by Nuuvera. No action has been taken or, to the knowledge of Nuuvera, is contemplated to organize or unionize any employees of Nuuvera or its Subsidiaries that would be material to Nuuvera and its Subsidiaries, taken as a whole. Nuuvera and the Subsidiaries are currently in material compliance with all laws and regulations respecting employment and employment practices, workers' compensation, occupational health and safety and similar legislation, including payment in full of all amounts owing thereunder, and there are no pending claims or outstanding orders of a material nature against either of them under applicable workers' compensation legislation, occupational

health and safety or similar legislation nor has any event occurred which would reasonably be expected to give rise to any such material claim.

- (ee) There are no complaints against Nuuvera or its Subsidiaries before any employment standards branch or tribunal or human rights tribunal, nor has there been any occurrence which would reasonably be expected to lead to a complaint under any human rights legislation or employment standards legislation that would have a Material Adverse Effect. There are no outstanding decisions or settlements or pending settlements under applicable employment standards laws which place any material obligation upon Nuuvera and its Subsidiaries to do or refrain from doing any act.
- (ff) (i) Taxes due and payable by Nuuvera and its Subsidiaries have been paid except as would not reasonably be expected to have a Material Adverse Effect; (ii) all tax returns, declarations, remittances and filings required to be filed by Nuuvera and its Subsidiaries have been filed with all appropriate Governmental Entities and all such returns, declarations, remittances and filings are complete and accurate and no material fact or facts have been omitted therefrom which would make any of them misleading in any material respect; and (iii) to the best of the knowledge of Nuuvera, no examination of any tax return of Nuuvera or its Subsidiaries is currently in progress and there are no issues or disputes outstanding with any Governmental Entity respecting any Taxes that have been paid, or may be payable, by Nuuvera or its Subsidiaries that would reasonably be expected to have a Material Adverse Effect.
- (gg) With respect to each of the Leased Premises, Nuuvera and its Subsidiaries occupy the Leased Premises and each has the exclusive right to occupy and use the Leased Premises and each of the leases pursuant to which Nuuvera and its Subsidiaries occupy the Leased Premises is in good standing and in full force and effect. The performance of obligations pursuant to and in compliance with the terms of this Agreement and the completion of the transactions described herein by Nuuvera, will not afford any of the parties to such leases the right to terminate such lease or result in any additional or more onerous obligations under such leases. Neither Nuuvera nor any of its Subsidiary is in default or breach, in any material respect, of any real property lease, and neither Nuuvera nor any of its Subsidiaries has received any notice or other communication from the owner or manager of any real property leased by Nuuvera or any of its Subsidiaries that Nuuvera or any of its Subsidiaries is not in compliance, in any material respect, with any real property lease, and to the knowledge of Nuuvera, no such notice or other communication is pending or has been threatened.
- (hh) Nuuvera and its Subsidiaries have good and marketable title to the respective material property and assets owned by them including, the Leased Premises, in each case with Nuuvera's and each Subsidiary's interest therein being free and clear of all Encumbrances except for those Encumbrances which would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

- (ii) Nuuvera and its Subsidiaries maintain insurance against such losses, risks and damages to their properties and assets in such amounts that are customary for the business in which they are engaged and on a basis consistent with reasonably prudent persons in comparable businesses, and all of the policies in respect of such insurance coverage are in good standing, in full force and effect in all material respects and not in default. Each of Nuuvera and its Subsidiaries is in compliance with the terms of such policies and instruments in all material respects and there are no material claims by Nuuvera or any of its Subsidiaries under any such policy or instrument as to which any insurance company is denying liability or defending under a reservation of rights clause. Nuuvera has no reason to believe that it will not be able to renew such existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business at a cost that would not have a Material Adverse Effect, and neither Nuuvera nor any of its Subsidiaries has failed to promptly give any notice of any material claim thereunder.
- (jj) Except as disclosed in writing, none of the current directors, officers or employees of Nuuvera or its Subsidiaries, any known holder of more than 10% of any class of shares of Nuuvera or its Subsidiaries, or any known associate or affiliate of any of the foregoing persons or companies, has had any material interest, direct or indirect, in any proposed material transaction with Nuuvera or its Subsidiaries which, as the case may be, materially affected, is material to or is reasonably expected to materially affect Nuuvera and its Subsidiaries on a consolidated basis.
- (kk) Nuuvera is not a party to any Debt Instrument nor does Nuuvera have any material loans or other indebtedness outstanding which has been made to any of its shareholders, officers, directors or employees, past or present, or any person not dealing at “arm’s length” with Nuuvera.
- (ll) To the knowledge of Nuuvera, none of the directors or officers of Nuuvera (including upon completion of the Qualifying Transaction) are now, or have ever been, subject to an order or ruling of any securities regulatory authority or stock exchange that currently prohibits such individual from acting as a director or officer of a public company or of a company listed on a particular stock exchange.
- (mm) The minute books and records of Nuuvera and the Material Subsidiaries which Nuuvera has made available to Mira and legal counsel to Mira in connection with the due diligence investigation of Nuuvera and the Material Subsidiaries for the period from inception to the date of examination thereof are all of the minute books and all of the records of Nuuvera and the Material Subsidiaries for such period and contain copies of all constating documents, including all amendments thereto, and all material proceedings of securityholders and directors (and committees thereof) and are complete in all material respects.

ARTICLE 5

CONDITIONS PRECEDENT AND OTHER MATTERS

5.1 Conditions to Obligations of Nuuvera

The obligation of Nuuvera to consummate the transactions contemplated herein is subject to the satisfaction, on or before the Closing Date, of the following conditions:

- (a) except as affected by the transactions contemplated herein, the representations and warranties of Mira contained in Section 4.1 hereof shall be true in all material respects on the Closing Date with the same effect as though such representations and warranties had been made at and as of such time, other than in respect of representations and warranties qualified by materiality which representations and warranties shall be true and correct, and Nuuvera shall have received a certificate to that effect, dated the Closing Date, from an officer or director of Mira acceptable to Nuuvera, to the best of his or her knowledge, having made reasonable inquiry;
- (b) Mira and Mira Subco shall have performed, fulfilled or complied with, in all material respects, all of their obligations, covenants and agreements contained in this Agreement to be fulfilled or complied with by them at or prior to the Closing and Nuuvera shall have received a certificate of an officer or director of Mira to such effect;
- (c) Mira shall have furnished Nuuvera with:
 - (i) a certified copy of the resolutions passed by the board of directors of Mira approving this Agreement and the consummation of the transactions contemplated herein;
 - (ii) a certified copy of the special resolution of Mira as the sole shareholder of Mira Subco authorizing and approving the Amalgamation;
 - (iii) a certified copy of the resolutions of shareholders of Mira approving the Mira Meeting Matters; and
- (d) receipt of all regulatory and third party approvals, authorizations and consents as are required to be obtained by Mira or Nuuvera in connection with the Qualifying Transaction, including the approval of the TSX Venture, the TSX and any other applicable regulatory authorities;
- (e) the Resulting Issuer Common Shares that are issued as consideration for the Nuuvera Common Shares (i) shall be issued as fully paid and non-assessable Resulting Issuer Common Shares in the capital of the Resulting Issuer, free and clear of any and all Encumbrances and demands of whatsoever nature, except those imposed pursuant to escrow restrictions of the TSX, the TSX Venture and/or applicable Securities Laws; and (ii) shall have been conditionally approved for listing on the TSX or TSX Venture, such listing to be conditional only on

conditions standard for a Qualifying Transaction and the standard listing conditions of the TSX or TSX Venture;

- (f) no Material Adverse Change shall have occurred in the business, results of operations, assets, capital, liabilities, financial conditions or affairs of Mira since the date of this Agreement, other than a reduction of its cash position in order to pay its professional fees or other expenses;
- (g) the shareholders of Mira approving among other matters and subject to completion of the Amalgamation, the Mira Meeting Matters;
- (h) the Consolidation shall have been implemented;
- (i) the shareholders of Nuuvera shall have approved the Amalgamation and this Agreement;
- (j) there being no legal proceeding or regulatory actions or proceedings against any Person to enjoin, restrict or prohibit the Amalgamation or which could reasonably be expected to result in a Material Adverse Effect on Mira;
- (k) the Nuuvera Private Placement shall have been completed and the net proceeds thereof shall have been released from escrow; and
- (l) there being no prohibition at law against completion of Amalgamation.

The conditions described above are for the exclusive benefit of Nuuvera and may be asserted by Nuuvera regardless of the circumstances, or may be waived by Nuuvera in its sole discretion, in whole or in part, at any time and from time to time prior to the Amalgamation without prejudice to any other rights which Nuuvera may have hereunder or at law and notwithstanding the approval of this Agreement by the shareholders of Nuuvera and/or Mira Subco.

5.2 Conditions to Obligations of Mira

The obligations of Mira and Mira Subco to consummate the transactions contemplated herein are subject to the satisfaction, on or before the Closing Date, of the following conditions:

- (a) except as affected by the transactions contemplated herein, the representations and warranties of Nuuvera contained in Section 4.2 hereof shall be true in all material respects on the Closing Date with the same effect as though such representations and warranties had been made at and as of such time, other than in respect of representations and warranties qualified by materiality which representations and warranties shall be true and correct, and Mira shall have received a certificate to such effect, dated the Closing Date, of a senior officer of Nuuvera to the best of his knowledge having made reasonable inquiry;
- (b) Nuuvera shall have performed, fulfilled or complied with, in all material respects, all of its obligations, covenants and agreements contained in this Agreement to be

fulfilled or complied with by it at or prior to the time of the Closing and Mira shall have received a certificate of an officer of Nuuvera to such effect;

- (c) Nuuvera shall have furnished Mira with:
 - (i) certified copies of the directors' resolutions passed by the board of directors of Nuuvera approving this Agreement, as well as the consummation of the transactions contemplated herein; and
 - (ii) certified copies of the special resolution of the shareholders of Nuuvera authorizing and approving the Amalgamation and this Agreement;
- (d) receipt of all regulatory or third party approvals, authorizations and consents as are required to be obtained by Mira or Nuuvera in connection with the Amalgamation, including the approval of the TSX Venture, the TSX and any other applicable regulatory authorities;
- (e) no Material Adverse Change shall have occurred in the business, results of operations, assets, liabilities, financial condition or affairs of Nuuvera since the date of this Agreement;
- (f) the shareholders of Mira shall have approved the Mira Meeting Matters;
- (g) Mira, in its capacity as the sole shareholder of Mira Subco, shall have approved by written resolution the Amalgamation;
- (h) the shareholders of Nuuvera shall have approved the Amalgamation and this Agreement;
- (i) the Nuuvera Private Placement shall have been completed;
- (j) there being no legal proceeding or regulatory actions or proceedings against any Person to enjoin, restrict or prohibit the Amalgamation or which could reasonably be expected to result in a Material Adverse Effect on Nuuvera;
- (k) there being no prohibition at law against the completion of the transactions contemplated hereby; and
- (l) the Resulting Issuer shall have received conditional approval for listing of the Resulting Issuer Common Shares on the TSX or TSX Venture.

The conditions described above are for the exclusive benefit of Mira and Mira Subco and may be asserted by Mira and Mira Subco, regardless of the circumstances, or may be waived by Mira and Mira Subco, in their sole discretion, in whole or in part, at any time and from time to time prior to the Amalgamation without prejudice to any other rights which Mira and Mira Subco may have hereunder or at law and notwithstanding the approval of this Agreement by the shareholders of Mira Subco and/or Nuuvera.

5.3 Merger of Conditions

The conditions set out in Sections 5.1 and 5.2 hereof shall be conclusively deemed to have been satisfied, waived or released on the filing by Nuuvera and Mira Subco of the Articles of Amalgamation with the registrar and will merge without recourse among the parties upon such filing.

ARTICLE 6 NOTICES

6.1 Notices

All notices, requests and demands hereunder, which may or are required to be given pursuant to any provision of this Agreement, shall be given or made in writing and shall be delivered by courier, facsimile or e-mail as follows:

- (a) to Mira or Mira Subco, addressed to:

Mira IX Acquisition Corp.
Suite 300, 5 Hazelton Avenue
Toronto, ON M5R 2E1
Canada

Attn: Ronald D. Schmeichel
Fax: (416) 972 6208
Email: ron.schmeichel@jjrcapital.com

with a copy to (such copy shall not constitute notice):

DLA Piper (Canada) LLP
Suite 6000, 1 First Canadian Place
100 King St W
Toronto ON M5X 1E2
Canada

Attn: Derek Sigel
Fax: (416) 369 5320
Email: derek.sigel@dlapiper.com

- (b) to Nuuvera, addressed to:

Nuuvera Corp.
Suite 300, 5 Hazelton Avenue
Toronto, ON M5R 2E1
Canada

Attn: Lorne Abony
Email: lorne.abony@gmail.com

with a copy to (such copy shall not constitute notice):

Fasken Martineau DuMoulin LLP
333 Bay Street
Suite 2400, Bay Adelaide Centre
Toronto, ON M5H 2T6
Canada

Attn: Rubin Rapuch
Fax: (416) 364 7813
Email: rrapuch@fasken.com

or to such other addresses and facsimile numbers or e-mail addresses as the parties may, from time to time, advise to the other parties hereto by notice in writing. All notices, requests and demands hereunder shall be deemed to have been received, if delivered personally or by prepaid courier on the date of delivery and if sent by facsimile or e-mail, on the next Business Day after the facsimile or e-mail was sent.

ARTICLE 7

AMENDMENT AND TERMINATION OF AGREEMENT

7.1 Amendment

This Agreement may, at any time and from time to time before or after the holding of the Mira Meeting or the receipt of the Nuuvera Shareholders' Approval, be amended by written agreement of the parties hereto without, subject to applicable law, further notice to or authorization on the part of their respective shareholders and any such amendment may, without limitation:

- (a) change the time for performance of any of the obligations or acts of the parties hereto;
- (b) waive any inaccuracies or modify any representation or warranty contained herein or in any document delivered pursuant hereto;
- (c) waive compliance with or modify any of the covenants herein contained and waive or modify performance of any of the obligations of the parties hereto;
- (d) waive compliance with or modify any other conditions precedent contained herein,

provided that no such amendment shall change the provisions hereof regarding the consideration to be received by securityholders of Nuuvera without approval by such securityholders of Nuuvera given in the same manner as required for the approval of the Amalgamation.

7.2 Rights of Termination

This Agreement may be terminated as follows:

- (a) by mutual agreement of the parties hereto in writing;
- (b) by Mira, by notice to Nuuvera, in the event that it determines, acting reasonably, that the condition set forth in Section 5.2(l) will not be satisfied on or prior to the Effective Date or if any of the other conditions contained in Section 5.2 hereof shall not be fulfilled or performed by the Termination Date which condition has not been waived to be incapable of being satisfied on or before the Termination Date;
- (c) by Nuuvera, by notice to Mira, if any of the conditions contained in Section 5.1 hereof shall not be fulfilled or performed by the Termination Date which condition has not been waived to be incapable of being satisfied on or before the Termination Date;
- (d) by any party if the Amalgamation is not completed by the Termination Date; or
- (e) by any party if any applicable Governmental Entity has notified any of Mira, Mira Subco or Nuuvera that it will not permit the Amalgamation to proceed, in whole or in part.

If this Agreement is terminated as aforesaid, the party terminating this Agreement shall be released from all obligations under this Agreement other than the obligations that by their terms survive the termination of this Agreement (including this Section 7.2, the obligations with respect to confidentiality under Section 8.6 and the obligations with respect to expenses under Section 8.7), all rights of specific performance against such party shall terminate and, unless such party can show that the condition or conditions the non-performance of which has caused such party to terminate this Agreement were reasonably capable of being performed by the other party, then the other party shall also be released from all obligations hereunder, except any liability expressly contemplated hereby; and further provided that any of such conditions may be waived in full or in part by either of the parties without prejudice to its rights of termination in the event of the non-fulfilment or non-performance of any other condition. For certainty, but subject to Subsections 7.2(a) to 7.2(e), at any time prior to the issuance of a Certificate of Amalgamation pursuant to the CBCA, the board of directors of Mira or Nuuvera may terminate this Agreement, notwithstanding approval of this Agreement, the Amalgamation and/or matters ancillary to this Agreement or the Amalgamation by the shareholders of any party to this Agreement.

7.3 Notice of Unfulfilled Conditions

If either of Nuuvera or Mira shall determine at any time prior to the Effective Date that it intends to refuse to consummate the Amalgamation or any of the other transactions contemplated hereby because of any unfulfilled or unperformed condition contained in this Agreement on the part of the other of them to be fulfilled or performed, Nuuvera or Mira, as the case may be, shall so notify the other of them forthwith upon making such determination in order that such other of them shall have the right and opportunity to take such steps, at its own expense, as may be necessary for the purpose of fulfilling or performing such condition within a reasonable period of time, but in no event later than the Termination Date.

ARTICLE 8 GENERAL

8.1 Entire Agreement

The terms and provisions herein contained constitute the entire agreement between the parties with respect to the subject matter herein and shall supersede all previous oral or written communications, representations, undertakings and agreements with respect to such subject matter, including the Letter Agreement.

8.2 Binding Effect

This Agreement shall be binding upon and enure to the benefit of the parties hereto.

8.3 Waiver and Modification

Mira and Nuuvera may waive or consent to the modification of, in whole or in part, any inaccuracy of any representation or warranty made to them hereunder or in any document to be delivered pursuant hereto and may waive or consent to the modification of any of the covenants or agreements herein contained for their respective benefit or waive or consent to the modification of any of the obligations of the other parties hereto. No waiver, or consent to the modification of any inaccuracy of any provision of this Agreement constitutes a waiver of or consent to any proceeding, continuing or succeeding inaccuracy of such provision or of any other provision of this Agreement. Any waiver or consent to the modification of any of the provisions of this Agreement, to be effective, must be in writing executed by the party granting such waiver or consent.

8.4 No Personal Liability

- (a) No director, officer, employee or agent of Nuuvera or any of its Subsidiaries shall have any personal liability whatsoever to Mira or Mira Subco under this Agreement, or under any other document delivered in connection with the Amalgamation on behalf of Nuuvera.
- (b) No director, officer, employee or agent of either Mira or Mira Subco shall have any personal liability whatsoever to Nuuvera under this Agreement, or under any

other document delivered in connection with the Amalgamation on behalf of Mira or Mira Subco.

8.5 Assignment

No party to this Agreement may assign any of its rights or obligations under this Agreement without the prior written consent of the other party hereto.

8.6 Confidentiality

- (a) No disclosure or announcement, public or otherwise, in respect of this Agreement or the transactions contemplated hereby will be made by Mira, Mira Subco, Nuuvera or their representatives without the prior agreement of the other parties hereto as to timing, content and method, provided that the obligations herein will not prevent a party from making, after consultation with the other parties, such disclosure as its counsel advises is required by applicable law or the rules and policies of the TSX or TSX Venture.
- (b) Except as and only to the extent required by applicable law, a Receiving Party will not disclose or use, and it will cause its representatives not to disclose or use, any Confidential Information furnished, or to be furnished, by a Disclosing Party or its representatives to the Receiving Party or its representatives at any time or in any manner other than for purposes of evaluating the transactions proposed in this Agreement.
- (c) If this Agreement is terminated pursuant to Article 7, each Receiving Party will promptly return to the Disclosing Party or destroy any Confidential Information and any work product produced from such Confidential Information in its possession or in the possession of any of its representatives.

8.7 Costs

Each of the parties hereto shall be responsible for their own costs and charges incurred with respect to the transactions contemplated herein including, without limitation, all costs and charges incurred prior to the date of this Agreement and all legal and accounting fees and disbursements relating to preparing the documents relating to the transactions contemplated herein or otherwise relating to the transactions contemplated herein. For the purposes of clarity, Nuuvera shall be responsible for paying the costs and fees payable to the TSX and TSX Venture regarding their review of the Qualifying Transaction and the personal information forms to be submitted by the proposed executive officers, directors, promoters and insiders of the Resulting Issuer following completion of the Amalgamation and all listing fees payable in connection with any securities issued pursuant to the Amalgamation and/or any application fees payable to the TSX Venture or the TSX in connection with the transactions contemplated herein.

8.8 Time of Essence

Time shall be of the essence of this Agreement.

8.9 Survival

The representations and warranties of each of Nuuvera, Mira and Mira Subco contained herein shall survive the execution and delivery of this Agreement and shall terminate on the earlier of the termination of this Agreement in accordance with its terms and the Effective Date.

8.10 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without giving effect to the principles of conflicts of laws thereof, and the parties hereto irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario in respect of any matter arising hereunder or in connection herewith.

8.11 Severability

In the event that any provisions contained in this Agreement shall be declared invalid, illegal or unenforceable by a court or other lawful authority of competent jurisdiction, this Agreement shall continue in force with respect to the enforceable provisions and all rights and remedies accrued under the enforceable provisions shall survive any such declaration, and any non-enforceable provision shall, to the extent permitted by law, be replaced by a provision which, being valid, comes closest to the intention underlying the invalid, illegal and unenforceable provision.

8.12 Further Assurances

Each party hereto shall, from time to time, and at all times hereafter, at the request of the other parties hereto, but without further consideration, do all such further acts and execute and deliver all such further documents and instruments as shall be reasonably required in order to fully perform and carry out the terms and intent hereof.

8.13 Counterparts and Electronic Copies

This Agreement may be executed in separate counterparts, and all such counterparts when taken together shall constitute one (1) agreement. The parties shall be entitled to rely on delivery of a facsimile, email in pdf or other electronic copy of the executed Agreement and such copy shall be legally effective to create a valid and binding Agreement.

[Remainder of Page Intentionally Left Blank]

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

MIRA IX ACQUISITION CORP.

NUUVERA CORP.

Per: *signed "Ronald D. Schmeichel"*

Name: Ronald D. Schmeichel

Title: Chief Executive Officer

Per: *signed "Lorne Abony"*

Name: Lorne Abony

Title: Chief Executive Officer

MIRA IX SUBCO INC.

Per: *signed "Ronald D. Schmeichel"*

Name: Ronald D. Schmeichel

Title: Chief Executive Officer