ARRANGEMENT AGREEMENT

AMONG

BIOCAN TECHNOLOGIES INC.

AND

MAKENA RESOURCES INC.

AND

EPIMERON INC.

MADE AS OF

March 22, 2019

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ARRANGEMENT AGREEMENT

THIS AGREEMENT is made as of the 22nd day of March, 2019,

BETWEEN:

BIOCAN TECHNOLOGIES INC., a corporation existing under the laws of Canada,

("**BioCan**"),

- and -

MAKENA RESOURCES INC., a corporation existing under the laws of the Province of British Columbia,

("**Makena**"),

- and -

EPIMERON INC., a corporation existing under the laws of the Province of Alberta,

("**Epimeron**"),

(each a "**Party**" and collectively, the "**Parties**"),

WHEREAS Makena is a public corporation, with its common shares listed on the CSE under the symbol "MKNA";

AND WHEREAS the Parties propose to carry out an arrangement under the ABCA on the terms set forth in the Plan of Arrangement;

AND WHEREAS the Plan of Arrangement will constitute a Fundamental Change of Makena, as such term is defined in CSE Policy 8;

NOW THEREFORE, in consideration of the covenants and agreements herein contained, the Parties agree as follows:

ARTICLE 1
INTERPRETATION

Section 1.1 Defined Terms.

As used in this Agreement, the following terms have the following meanings:

"**ABCA**" means the *Business Corporations Act* (Alberta), including the regulations made thereunder, in each case as now in effect and as may be amended or replaced from time to time;

"**Acquisition Proposal**" means, other than the Arrangement, any offer, proposal or inquiry (written or oral) from any Person or group of Persons other than the Parties (or any affiliate thereof) after the date of this Agreement relating to: (a) any sale, disposition, alliance or joint venture (or any lease, long-term supply agreement or other arrangement having the same economic effect as the foregoing), direct or indirect, in a single transaction or a series of related transactions, of any of the assets of a Party or of any of the voting or equity securities of a Party (or rights or interests in such voting or equity securities); (b) any direct or indirect take-over bid, exchange offer, treasury issuance or other transaction that, if consummated, would result in such Person or group of Persons beneficially owning 20% or more of any class of voting, equity or other securities of a Party (including securities convertible or exercisable or exchangeable for voting, equity or other securities of a Party); (c) any plan of arrangement, merger, amalgamation, consolidation, share exchange, business combination, reorganization, recapitalization, liquidation, dissolution, winding up or exclusive license involving a Party; or (d) any other similar transaction or series of transactions involving a Party;

"**affiliate**" has the meaning ascribed thereto in National Instrument 45-106 – *Prospectus Exemptions*;

"**Agreement**" means this arrangement agreement including its recitals and schedules, as amended from time to time;

"**Arrangement**" means an arrangement under section 193 of the ABCA on the terms and subject to the conditions set out in the Plan of Arrangement, subject to any amendments or variations to the Plan of Arrangement made in accordance with the terms of this Agreement, the Plan of Arrangement or made at the direction of the Court in the Final Order with the prior written consent of the Parties, each acting reasonably;

"**Articles of Arrangement**" means the articles of arrangement of BioCan and Epimeron, as applicable, in respect of the Arrangement required by the ABCA to be sent to the Director after the Final Order is made, which shall include the Plan of Arrangement and otherwise be in a form and content satisfactory to the Parties, each acting reasonably;

"**Articles of Continuance**" means the articles of continuance of BioCan giving effect to the BioCan Continuance to be filed pursuant to this Agreement;

"**Assets**" means all of the assets, properties, facilities, Authorizations, rights or other privileges (whether contractual or otherwise) of any Party;

"**associate**" has the meaning ascribed thereto the *Securities Act* (Alberta);

"**Authorization**" means, with respect to any Person, any order, permit, approval, consent, waiver, licence or similar authorization of any Governmental Entity having jurisdiction over the Person;

"**BCBCA**" means the *Business Corporations Act* (British Columbia), S.B.C. 2002, c. 57, as amended, including the regulations promulgated thereunder;

"**BioCan**" has the meaning ascribed thereto in the recitals;

"**BioCan Arrangement Resolution**" means the special resolution of BioCan Shareholders in respect of the Arrangement to be considered at the BioCan Meeting substantially in the form set forth in Schedule A;

"**BioCan Continuance**" means the continuance of BioCan out of the jurisdiction of Canada under the CBCA and into the jurisdiction of Alberta under the ABCA;

"**BioCan Continuance Resolution**" means the special resolution of the holders of BioCan Shares to approve the Continuance to be considered at the BioCan Meeting;

"**BioCan Disclosure Letter**" means the disclosure letter dated the date of this Agreement and delivered by BioCan to Makena and Epimeron with this Agreement;

"**BioCan Employees**" means the officers and other employees of BioCan;

"**BioCan Employment Agreements**" means the employment agreements entered into between BioCan and certain officers and employees of BioCan;

"**BioCan Exchange Ratio**" means 7.301 Makena Shares for each BioCan Share outstanding at the Effective Time;

"**BioCan Financial Statements**" means:

(1) the audited financial statements of BioCan Technologies Inc. as at and for the year ended December 31, 2017, and the audited financial statements of Torenco Energy Inc. as at and for the years ended December 31, 2016 and 2015; and

(2) the unaudited condensed interim financial statements of BioCan for the three and nine months ended September 30, 2018,

copies of which have been made available to Makena and Epimeron;

"**BioCan Information**" means all information to be included in the Disclosure Documents describing BioCan, the business, operations and affairs of BioCan, including, without limitation, the BioCan Financial Statements, and the matters to be considered at the BioCan Meeting;

"**BioCan Meeting**" means the special meeting of the BioCan Shareholders to be held to consider the BioCan Continuance Resolution and the BioCan Arrangement Resolution and related matters, and any adjournment(s) thereof;

"**BioCan Option Plan**" means the BioCan share option plan in effect on the date hereof and the agreements entered into thereunder;

"**BioCan Options**" means stock options issued by BioCan, each such option entitling the holder thereof to acquire one BioCan Share for the exercise price set forth therein;

"**BioCan Preferred Shares**" means the preferred shares in the capital of BioCan;

"**BioCan Resolutions**" means, together, the BioCan Continuance Resolution and the BioCan Arrangement Resolution;

"**BioCan Shareholders**" means the holders of BioCan Shares;

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

"**BioCan Warrantholders**" means the holders of BioCan Warrants;

"**BioCan Warrants**" means common share purchase warrants issued by BioCan, each such warrant entitling the holder thereof to acquire one BioCan Share for the exercise price set forth therein;

"**Board**" means the board of directors of BioCan, Makena or Epimeron, as applicable, as constituted from time to time;

"**Business Day**" means any day of the year, other than a Saturday, Sunday or any day on which major banks are generally closed for business in Calgary, Alberta;

"**CBCA**" means the *Canada Business Corporations Act*, R.S.C. 1985, c. C-44, as amended, including the regulations promulgated thereunder;

"**Collective Agreement**" means a collective bargaining agreement or union agreement;

"**Confidentiality Agreements**" means, together, the confidentiality and non-disclosure agreement between Makena and BioCan and the confidentiality and non-disclosure agreement between BioCan and Epimeron;

"**Constating Documents**" means articles of incorporation, articles of organization, amalgamation, or continuation, as applicable, by-laws and all amendments to such articles or by-laws;

"**Contract**" means any legally binding agreement, commitment, engagement, contract, franchise, licence, obligation or undertaking (written or oral) to which a Party is a party or by which it is bound or affected or to which any of their respective properties or assets is subject;

"**Court**" means the Alberta Court of Queen's Bench;

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

"**Depositary**" means Alliance Trust Company, or any other depositary or trust company, bank or financial institution as the Parties may appoint to act as depositary with the approval of Makena, acting reasonably, for the purpose of, among other things, exchanging certificates representing BioCan Shares and Epimeron Shares for Makena Shares in connection with the Arrangement;

"**Disclosure Documents**" means, together, the Information Circular and the Listing Statement;

"**Dissent Rights**" means the right of a registered holder of BioCan Shares to dissent to: (a) the BioCan Continuance Resolution; and (b) the BioCan Arrangement Resolution, in accordance with the CBCA (with respect to dissents to the BioCan Continuance Resolution) or the ABCA, the Interim Order and the Plan of Arrangement (with respect to dissents to the BioCan Arrangement Resolution), as applicable;

"**Effective Date**" means the date the Arrangement becomes effective under the ABCA;

"**Effective Time**" means the time at which the Articles of Arrangement and Plan of Arrangement are filed with the Director on the Effective Date;

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

"**Environmental Laws**" means all Laws and agreements with Governmental Entities and all other statutory requirements relating to public health or the protection of the environment and all Authorizations issued pursuant to such Laws, agreements or other statutory requirements;

"**Epimeron**" has the meaning ascribed thereto in the recitals;

"**Epimeron Disclosure Letter**" means the disclosure letter dated the date of this Agreement and delivered by Epimeron to BioCan and Makena with this Agreement;

"**Epimeron Employees**" means the officers and other employees of Epimeron;

"**Epimeron Exchange Ratio**" means 577.153 Makena Shares for each Epimeron Share outstanding at the Effective Time;

"**Epimeron Financial Statements**" means:

(1) the audited consolidated financial statements of Epimeron Inc. as at and for the year ended December 31, 2017 and the audited consolidated financial statements of Epimeron Inc. as at and for the years ended December 31, 2017 and 2016; and

(2) the unaudited condensed interim consolidated financial statements of Epimeron Inc. as at and for the three and nine months ended September 30, 2018,

copies of which have been made available to Makena and BioCan;

"**Epimeron Information**" means all information to be included in the Disclosure Documents describing Epimeron and the business, operations and affairs of Epimeron, including, without limitation, the Epimeron Financial Statements;

"**Epimeron Option Termination Agreement**" means the agreements to be entered into between Epimeron and each of the holders of Epimeron Options, whereby each of the holders of Epimeron Options agrees, subject to the condition precedent of the Arrangement becoming effective, to exercise or surrender for cancellation and termination its Epimeron Options prior to the Effective Time in accordance with Section 2.5, in form and substance satisfactory to the Parties, acting reasonably;

"**Epimeron Options**" means options to purchase Epimeron Shares issued by Epimeron from time to time to directors, officers, employees and consultants of Epimeron;

"**Epimeron Shareholders**" means the holders of Epimeron Shares;

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

"**Epimeron Subsidiaries**" means Serturner Inc., Vindolon Inc. and Epimeron USA, Inc. and "**Epimeron Subsidiary**" means any one of them;

"**Epimeron Written Resolution**" means the special resolution of Epimeron Shareholders in respect of the Arrangement to be signed by all Epimeron Shareholders substantially in the form set forth in Schedule C;

"**Exchange Approval**" means the approval by the CSE of the Arrangement, including, without limitation: (a) the Fundamental Change of Makena; (b) the Listing Statement; and (c) the listing of the Makena Shares to be issued pursuant to the Arrangement on the CSE;

"**Final Order**" means the order of the Court in a form acceptable to Makena, BioCan and Epimeron, each acting reasonably, approving the Arrangement pursuant to subsection 193 of the ABCA, as such order may be affirmed, amended or modified by any court of competent jurisdiction (with the consent of the Parties, each acting reasonably) at any time prior to the Effective Time;

"**Fundamental Change**" has the meaning ascribed thereto in Policy 8 of the CSE;

"**GAAP**" means generally accepted accounting principles as set-out in the *CPA Canada Handbook – Accounting* for an entity that prepares its financial statements in accordance with IFRS, at the relevant time, applied on a consistent basis;

"**Governmental Entity**" means: (a) any international, multinational, national, federal, provincial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, commissioner, board, bureau, ministry, agency or instrumentality, domestic or foreign, including, for greater certainty, Health Canada and other applicable regulatory authorities with oversight of the cannabis industry and any business or operations within the cannabis industry generally; (b) any subdivision or authority of any of the above; (c) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing; or (d) any stock exchange, including, for greater certainty the CSE;

"**IFRS**" means International Financing Reporting Standards applicable as at the date on which such calculation is made or required to be made in accordance with GAAP;

"**Information Circular**" means the notice of the BioCan Meeting and the notice of the Makena Meeting and the accompanying joint management information circular of BioCan and Makena, together with all appendices thereto, to be mailed or otherwise distributed by BioCan to the BioCan Shareholders and Makena to the Makena Shareholders and such other securityholders of BioCan as may be required pursuant to the Interim Order in connection with the BioCan Meeting and the Makena Meeting pursuant to Law;

"**Intellectual Property**" means, in any jurisdiction:

(1) patent applications and issued patents therefor and equivalent rights under the *Patent Act* (Canada), including (a) utility models, originals, provisionals, divisionals, reissues, renewals, re-examinations, continuations, continuations-inpart, continuing prosecution applications, requests for continuing examinations and extensions and applications for the foregoing and (b) patent applications and issued patents for plant patents;

(2) applications and issued registrations for plant varietals, including applications and registrations under the Plant Breeders' Rights Act (Canada);

(3) national and multinational counterparts of such patent and plant varietal applications and issued patents or registrations applied for or registered in any and all countries of the world;

(4) all rights to apply in any or all countries of the world for such applications and issued patents or registrations including all rights provided by multinational treaties or conventions for any of the foregoing; and

(5) inventions and plant varietals described in any such applications and issued patents or registrations, including those that are included in any claim, capable of being reduced to a claim or could have been included as a claim in any such pending patent applications and issued patents;

(6) proprietary and non-public business information, including inventions (whether patentable or not), invention disclosures, improvements, discoveries, trade secrets, confidential information, know-how, methods, processes, designs, technology, technical data, schematics, formulae and customer lists, and documentation relating to any of the foregoing;

(7) copyrights, copyright registrations and applications for copyright registration;

(8) mask works, mask work registrations and applications for mask work registrations;

(9) designs, design registrations, design registration applications and integrated circuit topographies;

(10) trade names, business names, corporate names, domain names, website names and world wide web addresses, common law trade-marks, trade-mark registrations, trade mark applications, trade dress and logos, and the goodwill associated with any of the foregoing;

(11) computer software and programs (both source code and object code form), all proprietary rights in the computer software and programs and all documentation and other materials related to the computer software and programs; and

(12) any other intellectual property and industrial property;

"**Interim Order**" means the interim order of the Court, providing for, among other things, the calling and holding of the BioCan Meeting, as such order may be amended by the Court with the consent of the Parties, each acting reasonably;

"**Law**" means, with respect to any Person, any and all applicable law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, judgment, decree, ruling or other similar requirement, whether domestic or foreign, enacted, adopted, promulgated or applied by a Governmental Entity that is binding upon or applicable to such Person or its business, undertaking, property or securities, and to the extent that they have the force of law, tariffs, directives, policies, guidelines, notices and protocols of any Governmental Entity, as amended, including, without limitation, all applicable federal, provincial, municipal and local zoning, environmental, controlled substance laws and regulations and other lawful requirements of any governmental or regulatory body, including, but not limited, to relevant permits and licenses;

"**Legacy Costs**" means the liabilities of Makena relating to legal and accounting fees, other than the Transaction Costs, which were incurred prior to the Effective Time, up to a maximum of $80,000;

"**Lien**" means any mortgage, charge, pledge, hypothec, security interest, prior claim, encroachments, option, right of first refusal or first offer, occupancy right, covenant, assignment, lien (statutory or otherwise), defect of title, or restriction or adverse right or claim, or other third party interest or encumbrance of any kind, in each case, whether contingent or absolute;

"**Listing Statement**" means the listing statement of Makena to be prepared in accordance with Form 2A of the CSE;

"**Makena**" has the meaning ascribed thereto in the recitals;

"**Makena Consolidation**" means the consolidation of Makena Shares on the basis of up to ten pre-consolidation Makena Shares for every one post-consolidation Makena Share;

"**Makena Continuance**" means the continuance of Makena from a corporation incorporated under the BCBCA to a corporation continued under the ABCA pursuant to Section 308 of the BCBCA and Section 188 of the ABCA, such continuance to be effective on the filing of the Articles of Continuance by Makena and the issuance of a certificate of continuance by the Registrar;

"**Makena Continuance Resolution**" means the special resolution of the Makena Shareholders approving the Makena Continuance to be considered at the Makena Meeting;

"**Makena Disclosure Letter**" means the disclosure letter dated the date of this Agreement and delivered by Makena to BioCan and Epimeron with this Agreement;

"**Makena Employees**" means the officers and other employees of Makena;

"**Makena Financial Statements**" means:

(1) the audited statements of income, retained earnings and cash flows for Makena, on a consolidated basis, for the financial years ended June 30, 2018, 2017 and 2016 and an audited balance sheets of Makena, on a consolidated basis, as at June 30, 2018, 2017 and 2016; and

(2) the unaudited statements of income, retained earnings and cash flows for Makena, on a consolidated basis, for the three and six months ended December 31, 2018 and an unaudited balance sheet of Makena, on a consolidated basis, as at December 31, 2018,

copies of which have been made available to BioCan and Epimeron;

"**Makena Information**" means all information to be included in the Disclosure Documents (including in documents incorporated by reference) describing Makena, the business, operations and affairs of Makena, including, without limitation, the Makena Financial Statements, and the matters to be considered at the Makena Meeting;

"**Makena Meeting**" means the special meeting of Makena Shareholders, including any adjournment or postponement of such special meeting in accordance with the terms of this Agreement, to be called and held to consider the Makena Continuance Resolution;

"**Makena Name Change**" means the name change from "Makena Resources Inc." to "Willow Biosciences Inc.";

"**Makena Options**" means stock options issued by Makena, each such option entitling the holder thereof to acquire one Makena Share for the exercise price set forth therein;

"**Makena Preferred Shares**" means the Class A preferred shares in the capital of Makena;

"**Makena Public Record**" means all information filed by or on behalf of Makena and available for public viewing on the System for Electronic Data Analysis and Retrieval with the Securities Authority in compliance, or intended compliance, with any applicable Law;

"**Makena Shareholders**" means the registered or beneficial holders of Makena Shares, as the context requires;

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

"**Makena Subsidiaries**" means Canasia Clone Property Corp. and 1174697 B.C. Ltd. and "**Makena Subsidiary**" means either one of them;

"**Makena Units**" means units of Makena issued pursuant to the Private Placement;

"**Makena Warrants**" means common share purchase warrants issued by Makena, each such warrant entitling the holder thereof to acquire one Makena Share for the exercise price set forth therein;

"**Makena Written Resolution**" means the ordinary resolution of Makena Shareholders in respect of the Fundamental Change of Makena by way of the Arrangement signed by Makena Shareholders holding not less than 50% plus one of the outstanding Makena Shares as of December 20, 2018;

"**Material Adverse Effect**" means any change, event, occurrence, effect, state of facts or circumstance that, individually or in the aggregate with other such changes, events, occurrences, effects, state of facts or circumstances is or could reasonably be expected to be material and adverse to the current and future business, operations, results of operations, assets, properties, capitalization, condition (financial or otherwise) or liabilities (contingent or otherwise) of a Party, except any such change, event, occurrence, effect, state of facts or circumstance resulting from:

(1) any change affecting the cannabis industry as a whole that would make it impractical or unprofitable to continue the current or proposed business of a Party;

(2) any change in global, national or regional political conditions (including the outbreak or escalation of war or acts of terrorism) or in general economic, business, regulatory, political or market conditions or in national or global financial or capital markets;

(3) any adoption, proposal, implementation or change in Law or any interpretation of Law by any Governmental Entity;

(4) any change in GAAP applicable to such Party;

(5) the failure by such Party to meet any internal projections, forecasts, guidance or estimates of revenues or earnings (it being understood that the cause underlying any such failure may be taken into account in determining whether a Material Adverse Effect has occurred; specifically, whether the failure was outside of the control of such Party);

(6) the announcement of this Agreement or the transactions contemplated hereby;

(7) any changes in the trading price or trading volumes of the securities of Makena;

(8) any action taken (or omitted to be taken) by such Party upon the written request of another Party or that is consented to by the other Parties expressly in writing; or

(9) any matter which has been disclosed by BioCan in the BioCan Disclosure Letter, by Epimeron in the Epimeron Disclosure Letter or by Makena in the Makena Disclosure Letter,

provided, however, that with respect to clauses (1) through to and including (5), such matter does not have a materially disproportionate effect on such Party, relative to other comparable companies and entities operating in the industry in which such Party operates;

"**Material Contract**" means, other than this Agreement, any Contract material to the business, affairs or operations of BioCan, Makena or Epimeron, as applicable, including, without limitation, any Contract that:

(1) if terminated or modified or if it ceased to be in effect, would reasonably be expected to have a Material Adverse Effect with respect to such Party;

(2) relates directly or indirectly to the guarantee of any material liabilities or material obligations or to indebtedness for borrowed money;

(3) requires payment by or to such Party in excess of $25,000 during the calendar year ended December 31, 2018 or under which such Party is obligated to make or expects to pay or receive payments in excess of $50,000 over the remaining term;

(4) provides for the establishment, investment in, organization or formation of any joint venture, limited liability company, partnership or similar entity; or

(5) creates an exclusive dealing arrangement or right of first offer or refusal that materially limits such Party's business;

"**Misrepresentation**" means an untrue statement of a material fact or an omission to state a material fact required or necessary to make the statements contained therein not misleading in light of the circumstances in which they are made;

"**officer**" has the meaning ascribed thereto the *Securities Act* (Alberta);

"**Ordinary Course**" means, with respect to an action taken by a Party, that such action is consistent with the past practices of such Party and is taken in the ordinary course of the normal day-to-day operations of the business of such Party;

"**Outside Date**" means April 30, 2019, or such later date as may be agreed to in writing by the Parties;

"**Parties**" and "**Party**" have the meanings ascribed thereto in the preamble;

"**Permitted Liens**" means, in respect of a Party, any one or more of the following:

(1) Liens for Taxes which are not yet due or delinquent or that are being properly contested in good faith by appropriate proceedings;

(2) inchoate or statutory Liens of contractors, subcontractors, mechanics, workers, suppliers, materialmen, carriers and others in respect of the construction, maintenance, repair or operation of assets, provided that such Liens are related to obligations not due or delinquent, are not registered against title to any assets and in respect of which adequate holdbacks are being maintained as required by applicable Law;

(3) the right reserved to or vested in any Governmental Entity by any statutory provision or by the terms of any lease, licence, franchise, grant or permit of a Party or any of its subsidiaries, to terminate any such lease, licence, franchise, grant or permit, or to require annual or other payments as a condition of their continuance;

(4) easements, servitudes, restrictions, restrictive covenants, rights of way, licenses, permits and other similar rights in real or immovable property that in each case do not materially detract from the value or materially interfere with the use of the real or immovable property subject thereto;

(5) zoning and building by-laws and ordinances, regulations made by public authorities that in each case do not materially detract from the value or materially interfere with the use of the real or immovable property subject thereto;

(6) such other imperfections or irregularities of title or Lien that, in each case, do not materially adversely affect the use of the properties or assets subject thereto or otherwise materially adversely impair business operations of such properties or assets; and

(7) agreements with any Governmental Entity and any public utilities or private suppliers of services that in each case do not materially detract from the value or materially interfere with the use of the real or immovable property subject thereto;

"**Person**" includes any individual, partnership, association, body corporate, organization, trust, estate, trustee, executor, administrator, legal representative, government (including Governmental Entity), syndicate or other entity, whether or not having legal status;

"Plan of Arrangement" means the plan of arrangement, substantially in the form of Schedule B, subject to any amendments or variations to such plan made in accordance with the terms of this Agreement, the Plan of Arrangement itself or made at the direction of the Court in the Final Order with the prior written consent of the Parties, each acting reasonably;

"**Private Placement**" means the non-brokered private placement of Makena Shares and Makena Units for an aggregate of $28.5 million at a price of $0.035 per Makena Share (prior to giving effect to the Makena Consolidation) or Makena Unit to be completed at the Effective Time;

"**Registrar**" means the Registrar of Corporations for the Province of Alberta duly appointed under the ABCA;

"**Regulatory Approval**" means any consent, waiver, permit, exemption, review, order, decision or approval of, or any registration and filing with, any Governmental Entity, or the expiry, waiver or termination of any waiting period imposed by Law or a Governmental Entity;

"**Representative**" has the meaning ascribed thereto Section 5.1(1);

"**Securities Authority**" means the Alberta Securities Commission and any other applicable provincial securities commissions or securities regulatory authority in Canada;

"**Securities Laws**" means the *Securities Act* (Alberta), the U.S. Securities Act, U.S. Exchange Act, and any other applicable federal, state and provincial securities Laws in Canada and the United States;

"**Strain**" refers to a parent microbial cell and its natural progeny developed upon culture of the parent cell under non-mutagenic conditions, and does not include any genetically modified, chemically mutagenized, or otherwise purposefully manipulated variant of the parent cell or its natural progeny;

"**subsidiary**" has the meaning ascribed thereto in National Instrument 45-106 – *Prospectus Exemptions* as in effect on the date of this Agreement;

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

"**Tax Returns**" means any and all returns, reports, declarations, elections, notices, forms, designations, filings, and statements (including estimated tax returns and reports, withholding tax returns and reports, and information returns and reports) filed or required to be filed in respect of Taxes;

"**Taxes**" means: (a) any and all taxes, duties, fees, excises, premiums, assessments, imposts, levies and other charges or assessments of any kind whatsoever imposed by any Governmental Entity, whether computed on a separate, consolidated, unitary, combined or other basis, including those levied on, or measured by, or described with respect to, income, gross receipts, profits, gains, windfalls, capital, capital stock, production, recapture, transfer, land transfer, license, gift, occupation, wealth, environment, net worth, indebtedness, surplus, sales, goods and services, harmonized sales, use, value-added, excise, special assessment, stamp, withholding, business, franchising, real or personal property, health, employee health, payroll, workers' compensation, employment or unemployment, severance, social services, social security, education, utility, surtaxes, customs, import or export, and including all license and registration fees and all employment insurance, health insurance and government pension plan premiums or contributions; (b) all interest, penalties, fines, additions to tax or other additional amounts imposed by any Governmental Entity on or in respect of amounts of the type described in paragraph (a) above or this paragraph (b); (c) any liability for the payment of any amounts of the type described in paragraphs (a) or (b) as a result of being a member of an affiliated, consolidated, combined or unitary group for any period; and (d) any liability for the payment of any amounts of the type described in paragraphs (a) or (b) as a result of any express or implied obligation to indemnify any other Person or as a result of being a transferee or successor in interest to any Party;

"**Terminating Party**" has the meaning ascribed thereto in Section 4.7(3);

"**Termination Notice**" has the meaning ascribed thereto in Section 4.7(3);

"**Transaction Costs**" means all costs and expenses incurred by Makena in connection with the Arrangement, including all legal, regulatory, accounting, engineering, audit, financial, strategic or other advisory, solicitation and shareholder communication costs, printing and other administrative and professional fees, director and officer run-off insurance, and other costs and expenses incurred by Makena in connection with the Arrangement;

"**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. Exchange Act**" means the *United States Securities Exchange Act of 1934*, as the same has been, and hereafter from time to time may be, amended;

"**U.S. Securities Act**" means the *United States Securities Act of 1933*, as the same has been, and hereafter from time to time may be, amended; and

"**Working Capital**" means: (a) current assets, including cash, accounts receivable and prepaid expenses; less (b) current liabilities, including accounts payable, lines of credit, accrued and unpaid taxes.

Section 1.2 Certain Rules of Interpretation.

In this Agreement, unless otherwise specified:

(1) **Headings, etc**. The provision of a Table of Contents, the division of this Agreement into Articles and Sections and the insertion of headings are for convenient reference only and do not affect the construction or interpretation of this Agreement.

(2) **Currency**. All references to "dollars" or to "$" are references to Canadian dollars.

(3) **Gender and Number**. Any reference to gender includes all genders. Words importing the singular number only include the plural and vice versa.

(4) **Certain Phrases and References, etc**. The words "including", "includes" and "include" mean "including (or includes or include) without limitation," and "the aggregate of", "the total of", "the sum of", or a phrase of similar meaning means "the aggregate (or total or sum), without duplication, of." Unless stated otherwise, "Article", "Section", and "Schedule" followed by a number or letter mean and refer to the specified Article or Section of or Schedule to this Agreement. The term "**Agreement**" and any reference in this Agreement to this Agreement or any other agreement or document includes, and is a reference to, this Agreement or such other agreement or document as it may have been, or may from time to time be, amended, restated, replaced, supplemented or novated and includes all schedules to it. The term "**made available to**" means copies of the subject materials were provided in writing in the manner expressly set forth in the BioCan Disclosure Letter, the Makena Disclosure Letter or the Epimeron Disclosure Letter, as applicable, and, in the case of Makena, includes the Makena Public Record.

(5) **Capitalized Terms**. All capitalized terms used in any schedule, the BioCan Disclosure Letter, the Makena Disclosure Letter or the Epimeron Disclosure Letter have the meanings ascribed to them in this Agreement.

(6) **Knowledge**. Where any representation or warranty is expressly qualified by reference to the knowledge of a Party, it is deemed to refer to the knowledge of the senior officers of such Party, after due and diligent inquiry.

(7) **Accounting Terms**. All accounting terms are to be interpreted in accordance with GAAP, as applicable, and all determinations of an accounting nature in respect of a Party required to be made shall be made in a manner consistent with GAAP, unless the contrary is specified or provided for elsewhere in this Agreement.

(8) **Statutes**. Any reference to a statute refers to such statute and all rules and regulations made under it, as it or they may have been or may from time to time be amended or re-enacted, unless stated otherwise.

(9) **Computation of Time**. A period of time is to be computed as beginning on the day following the event that began the period and ending at 4:30 p.m. on the last day of the period, if the last day of the period is a Business Day, or at 4:30 p.m. on the next Business Day if the last day of the period is not a Business Day.

(10) **Time References**. References to time are to local time in Calgary, Alberta.

(11) **Subsidiaries**. To the extent any covenants or agreements relate, directly or indirectly, to a subsidiary of BioCan, Makena or Epimeron, each such provision shall be construed as a covenant by such Party to cause (to the fullest extent to which it is legally capable) such subsidiary to perform the required action.

Section 1.3 Recitals and Schedules.

The preamble and recitals of this Agreement and the schedules attached to this Agreement form an integral part of this Agreement for all purposes of it.

ARTICLE 2
THE ARRANGEMENT

Section 2.1 Arrangement

(1) The Parties agree to carry out the Arrangement pursuant to which (among other things):

(a) the Arrangement shall be implemented in accordance with and subject to the terms and conditions contained in this Agreement and the Plan of Arrangement;

(b) Makena shall acquire all of the issued and outstanding BioCan Shares and each holder of BioCan Shares shall receive 7.301 Makena Shares for each BioCan Share held, in accordance with the BioCan Exchange Ratio;

(c) Makena shall acquire all of the issued and outstanding Epimeron Shares and each holder of Epimeron Shares shall receive 577.153 Makena Shares for each Epimeron Share held, in accordance with the Epimeron Exchange Ratio;

(d) as soon as reasonably practicable, but in any event not later than March 22, 2019 or such other date as is agreed to by the Parties, BioCan and Epimeron shall apply to the Court, in a manner reasonably acceptable to BioCan, Makena and Epimeron, pursuant to section 193 of the ABCA for the Interim Order and thereafter diligently seek the Interim Order as provided for in Section 2.2, and, upon receipt thereof, BioCan and Makena and Epimeron shall forthwith carry out the terms of the Interim Order to the extent applicable to it;

(e) provided all necessary approvals for the BioCan Resolutions, Epimeron Written Resolution and Makena Written Resolution are obtained from the BioCan Shareholders, Epimeron Shareholders and Makena Shareholders, respectively, BioCan and Epimeron shall submit the Arrangement to the Court and apply for the Final Order; and

(f) upon the issuance of the Final Order and subject to the satisfaction or waiver of the conditions precedent in Article 6, BioCan shall forthwith proceed to file the Articles of Arrangement, the Final Order and such other documents as may be required to give effect to the Arrangement, respectively, with the Director pursuant to Subsection 193 of the ABCA, whereupon the transactions comprising the Arrangement shall occur and shall be deemed to have occurred in the order set out therein without any further act or formality.

(2) The Arrangement shall be structured such that on the Effective Date the issuance of the Makena Shares issuable to the BioCan Shareholders and Epimeron Shareholders pursuant to the Arrangement, and all other trades of securities pursuant to the Arrangement, will be made in compliance with Securities Laws.

(3) The Arrangement shall be structured and executed such that, assuming the Court considers the fairness of the terms and conditions of the Arrangement and grants the Final Order, the issuance of the Makena Shares to BioCan Shareholders and Epimeron Shareholders under the Arrangement will not require registration under the U.S. Securities Act, and the rules and regulation promulgated thereunder, in reliance upon the exemption from such registration provided by Section 3(a)(10) thereof. Each Party

agrees to act in good faith, consistent with the intent of the Parties and the intended treatment of the Arrangement as set out in Section 2.1.

(4) As soon as reasonably practicable, but in any event not later than two Business Days after the last of the conditions set forth in Article 6 have been satisfied or, waived by the applicable Party in whose favour the condition is, the Parties will complete the Arrangement, including by executing and delivering such closing documents and instruments and filing with the Director pursuant to Subsection 193 of the ABCA, the Articles of Arrangement, the Final Order and such other documents as may be required to give effect to the Arrangement, and the Arrangement shall become effective at the Effective Time and the steps comprising the Plan of Arrangement will be deemed to occur in the order, at the times, and in the manner set forth therein. The closing of the transactions contemplated hereby will take place at the offices of counsel to BioCan or at such other location as may be agreed upon by the Parties.

Section 2.2 Interim Order

BioCan, Makena and Epimeron agree that as soon as reasonably practicable after the date hereof, BioCan shall apply in a manner reasonably acceptable to the Parties pursuant to Section 193 of the ABCA and, in cooperation with each other, acting reasonably, prepare, file and diligently pursue an application for the Interim Order, which shall provide, among other things:

(1) for the calling and the holding of the BioCan Meeting, including the record date for determining the Persons to whom notice of the BioCan Meeting is to be provided and for determining the Persons entitled to vote at the BioCan Meeting and for the manner in which such notice is to be provided;

(2) that the securities of BioCan for which holders as at the record date established for the BioCan Meeting shall be entitled to vote on the BioCan Arrangement Resolution shall be the BioCan Shares voting together as a single class;

(3) that all BioCan Shareholders as at the record date established for the BioCan Meeting shall be entitled to vote on the BioCan Arrangement Resolution, with BioCan Shareholders being entitled to one vote for each BioCan Share held by them;

(4) that the requisite level of approval for the BioCan Arrangement Resolution shall be at least two-thirds of the votes cast on the BioCan Arrangement Resolution by those BioCan Shareholders present in person or represented by proxy and entitled to vote at the BioCan Meeting;

(5) that, in all other respects, the terms, restrictions and conditions of the Constating Documents of BioCan, including quorum requirements and all other matters, shall apply in respect of the BioCan Meeting;

(6) for the grant of the Dissent Rights in the manner contemplated in the Plan of Arrangement and the Interim Order;

(7) for the notice requirements with respect to the presentation of the application to the Court for the Final Order; and

(8) that the BioCan Meeting may be adjourned or postponed from time to time by BioCan with the consent of Makena and Epimeron, and such consent shall not be unreasonably withheld, conditioned or delayed, without the need for additional approval of the Court.

Section 2.3 Disclosure Documents

As promptly as practical following the execution of this Agreement, and in compliance with the Interim Order and Law (including Securities Laws):

(1) BioCan shall prepare the BioCan Information for inclusion in the Disclosure Documents in a timely and expeditious manner;

(2) Makena shall prepare the Makena Information for inclusion in the Disclosure Documents in a timely and expeditious manner;

(3) Epimeron shall prepare the Epimeron Information for inclusion in the Disclosure Documents in a timely and expeditious manner;

(4) the Parties shall prepare the Listing Statement, Information Circular and other relevant documentation, in consultation with each other, and each of the Parties shall ensure that the Information Circular provides those BioCan Shareholders present in person or represented by proxy and entitled to vote at the BioCan Meeting with information in sufficient detail to permit them to form a reasoned judgment concerning the matters before them, in all cases ensuring compliance in all material respects with all Securities Laws (including the requirements of Form 2A of the CSE) on the date of issue thereof;

(5) BioCan shall call and give notice of the BioCan Meeting in accordance with Securities Laws, the ABCA and the Interim Order;

(6) Makena shall call and give notice of the Makena Meeting in accordance with Securities Laws and the BCBCA;

(7) BioCan shall cause the Information Circular to be mailed to the BioCan Shareholders and such other securityholders of BioCan or other third parties as may be required pursuant to the Interim Order, and filed with applicable regulatory authorities and other Governmental Entities in all jurisdictions where the same are required to be mailed and filed;

(8) Makena shall cause the Information Circular to be mailed to the Makena Shareholders and filed with applicable regulatory authorities and other Governmental Entities in all jurisdictions where the same are required to be mailed and filed;

(9) BioCan shall indemnify and save harmless Makena and Epimeron and their respective affiliates, directors, officers and agents from and against any and all liabilities, claims, demands, losses, costs, damages and expenses (excluding any loss of profits or consequential damages) to which Makena and Epimeron and their respective affiliates, directors, officers and agents may be subject or may suffer, whether under the provisions of any statute or otherwise, in any way caused by, or arising, directly or indirectly, from or in consequence of:

(a) any Misrepresentation or alleged Misrepresentation in the BioCan Information included in the Disclosure Documents; and

(b) any order made or any inquiry, investigation or proceeding by any securities commission or other competent authority based upon any misrepresentation in the BioCan Information included in the Disclosure Documents;

(10) Makena shall indemnify and save harmless BioCan and Epimeron and their respective affiliates, directors, officers and agents from and against any and all liabilities, claims, demands, losses, costs, damages and expenses (excluding any loss of profits or consequential damages) to which BioCan and Epimeron and their respective affiliates, directors, officers and agents may be subject or may suffer, whether under the provisions of any statute or otherwise, in any way caused by, or arising, directly or indirectly, from or in consequence of:

(a) any Misrepresentation or alleged Misrepresentation in the Makena Information included in the Disclosure Documents; and

(b) any order made or any inquiry, investigation or proceeding by any securities commission or other competent authority based upon any misrepresentation in the Makena Information included in the Disclosure Documents; and

(11) Epimeron shall indemnify and save harmless BioCan and Makena and their respective affiliates, directors, officers and agents from and against any and all liabilities, claims, demands, losses, costs, damages and expenses (excluding any loss of profits or consequential damages) to which BioCan and Makena and their respective affiliates, directors, officers and agents may be subject or may suffer, whether under the provisions of any statute or otherwise, in any way caused by, or arising, directly or indirectly, from or in consequence of:

(a) any Misrepresentation or alleged Misrepresentation in the Epimeron Information included in the Disclosure Documents; and

(b) any order made or any inquiry, investigation or proceeding by any securities commission or other competent authority based upon any misrepresentation in the Epimeron Information included in the Disclosure Documents.

Section 2.4 Preparation of Filings

(1) BioCan, Makena and Epimeron shall cooperate in:

(a) seeking the Interim Order and the Final Order including by:

(i) BioCan providing Makena and Epimeron on a timely basis any information required to be supplied by BioCan concerning itself in connection therewith;

(ii) Makena providing BioCan and Epimeron on a timely basis any information required to be supplied by Makena concerning itself in connection therewith;

(iii) Epimeron providing BioCan and Makena on a timely basis any information required to be supplied by Epimeron concerning itself in connection therewith; and

(iv) BioCan shall provide Makena and Epimeron and legal counsel to Makena and Epimeron with reasonable opportunity to review and comment upon drafts of all material to be filed with the Court in connection with the Arrangement, and shall give reasonable consideration to all such comments. BioCan shall also provide legal counsel to Makena and Epimeron on a timely basis with copies of any notice of appearance and evidence served on BioCan or its legal counsel in respect of the application for the Final Order or any appeal therefrom. Subject to Law, BioCan shall not file any material with the Court in connection with the Arrangement or serve any such material, and shall not agree to modify or amend materials so filed or served, except with Makena's and Epimeron's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed; provided that nothing herein shall require Makena or Epimeron to agree or consent to any increase in the consideration to be received by the BioCan Shareholders or other modification or amendment to such filed or served materials that expands or increases Makena's or Epimeron's obligations, or diminishes or limits Makena's or Epimeron's rights, set forth in any such filed or served materials or under this Agreement; and

(b) the taking of all such action as may be required under the ABCA, the BCBCA, the CBCA and Securities Laws in connection with the transactions contemplated by this Agreement and the Plan of Arrangement.

(2) Each of BioCan, Makena and Epimeron shall promptly furnish to the other Parties all information concerning it as may be required for the effectuation of the actions described in Section 2.1 and the foregoing provisions of this Section 2.4, and each covenants that no information furnished by it in connection with such actions or otherwise in connection with the consummation of the Arrangement and the other transactions contemplated by this Agreement will contain any misrepresentation at the time such information is filed with the Court or printed for distribution to the securityholders of the Parties, as the case may be.

(3) No Party shall file any material with the Court in connection with the Arrangement or serve any such material or agree to modify or amend materials so filed or served except as contemplated hereby or with the prior written consent of the other Parties, such consent not to be unreasonably withheld, conditioned or delayed.

Section 2.5 Treatment of Epimeron Options

(1) The particulars of the Epimeron Options outstanding as at the date hereof are fully disclosed in the Epimeron Disclosure Letter.

(2) The Parties acknowledge and agree that, prior to the time that the application for the Final Order is heard, Epimeron shall use all reasonable commercial efforts to obtain an executed Epimeron Option Termination Agreement from each holder of Epimeron Options, which Epimeron Option Termination Agreement shall provide that each holder

of Epimeron Options agrees, conditional upon the occurrence of the Effective Time, for all Epimeron Options that have not been exercised prior to the Effective Time, to either (A) exercise effective immediately before the Effective Time such Epimeron Options for Epimeron Shares in accordance with the terms of any agreement with respect to such Epimeron Options (provided that such holder of Epimeron Options pays to Epimeron cash in an amount equal to the amount of Taxes, if any, required to be remitted by Epimeron in connection with such exercise); (B) surrender any "in the money" Epimeron Options to Epimeron for Epimeron Shares, whereby each "in the money" Epimeron Option shall be surrendered for such number of Epimeron Shares equal to the difference of the fair market value per Epimeron Share (such fair market value being equal to $20.22 per share) less the exercise price of such Epimeron Option(s) divided by $20.22; or (C) surrender effective immediately before the Effective Time their Epimeron Options to Epimeron for cancellation for an aggregate payment of $1.00 to each holder of Epimeron Options regardless of the number of Epimeron Options held by such holder. If Epimeron Option Termination Agreements have not been entered into by all holders of Epimeron Options prior to obtaining the Final Order, then if determined necessary by the Parties, acting reasonably, the Parties shall enter into an amendment or amendment and restatement of this Agreement and the Plan of Arrangement to amend the Plan of Arrangement, if required, to provide for the deemed surrender and termination of the Epimeron Options at the Effective Time.

Section 2.6 Officers and Employees

The employment of all officers and employees of Makena shall be terminated at the Effective Time.

Section 2.7 Indemnities, Directors' and Officers' Insurance

(1) Makena agrees that it and BioCan and Epimeron and their respective successors shall not take any action to terminate or materially adversely affect, and will fulfill its obligations pursuant to, indemnities provided or available to or in favour of past and present officers and directors of Makena, BioCan and Epimeron pursuant to the provisions of the Constating Documents of Makena, BioCan and Epimeron, applicable corporate legislation and any written indemnity agreements which have been entered into between Makena, BioCan and Epimeron, as applicable, and its current officers and directors effective on or prior to the date hereof.

(2) Prior to the Effective Date, Makena shall be entitled to secure "run off" directors' and officers' liability insurance for the current officers and directors of Makena covering claims made prior to or within six years after the Effective Date which has a scope and coverage comparable in scope and coverage to that provided pursuant to Makena's current directors' and officers' insurance policy. BioCan and Epimeron agree to not take or permit any action to be taken by or on behalf of Makena to terminate or adversely affect the directors' and officers' insurance secured in accordance with this Section 2.7(1).

Section 2.8 Recommendation of BioCan Board

The BioCan Board has unanimously:

(1) determined that the Arrangement is in the best interests of BioCan and the BioCan Shareholders;

(2) determined that the consideration to be received by BioCan Shareholders pursuant to the Arrangement is fair, from a financial point of view, to BioCan Shareholders;

(3) approved the Arrangement and the entering into of this Agreement and the completion of all transactions contemplated thereby; and

(4) resolved to recommend that BioCan Shareholders vote in favour of the BioCan Resolutions.

Notice of such approvals, determinations and resolution shall, subject to the terms hereof, be included in the Information Circular.

Section 2.9 Recommendation of Makena Board

The Makena Board has unanimously:

(1) determined that the Arrangement is in the best interests of Makena;

(2) approved the Arrangement, the Makena Name Change, the Makena Consolidation and the entering into of this Agreement and the completion of all transactions contemplated thereby; and

(3) resolved to recommend that Makena Shareholders approve the Makena Written Resolution and vote in favour of the Makena Continuance Resolution.

Notice of such approvals, determinations and resolution shall, subject to the terms hereof, be included in the Information Circular.

Section 2.10 Recommendation of Epimeron Board

The Epimeron Board has unanimously:

(1) determined that the Arrangement is in the best interests of Epimeron and the Epimeron Shareholders;

(2) determined that the consideration to be received by Epimeron Shareholders pursuant to the Arrangement is fair, from a financial point of view, to Epimeron Shareholders;

(3) approved the Arrangement and the entering into of this Agreement and the completion of all transactions contemplated thereby; and

(4) resolved to recommend that Epimeron Shareholders execute and deliver the Epimeron Written Resolution.

Notice of such approvals, determinations and resolution shall, subject to the terms hereof, be included in the Information Circular.

Section 2.11 Dissenting Shareholders

Registered BioCan Shareholders entitled to vote at the BioCan Meeting may exercise Dissent Rights with respect to their BioCan Shares in connection with: (a) the BioCan Continuance; and (b) the Arrangement (pursuant to and in the manner set forth in the Plan of Arrangement and the Interim Order). BioCan shall give Makena and Epimeron prompt notice of any written notice of a dissent, withdrawal of such notice, and any other instruments served pursuant to such Dissent Rights and received by BioCan and promptly provide Makena and Epimeron with copies of such notices and written objections and all other correspondence related thereto.

Section 2.12 Tax Withholdings

BioCan, Makena, Epimeron and the Depositary shall be entitled to deduct and withhold from any consideration otherwise payable to any Epimeron Shareholder or BioCan Shareholder and, for greater certainty, from any amount payable to a BioCan Shareholder who has validly exercised, and not withdrawn, Dissent Rights, as the case may be, under the Plan of Arrangement, such amounts as BioCan, Makena, Epimeron or the Depositary is required to deduct and withhold from such consideration in accordance with applicable tax Laws and administrative policies of the Canada Revenue Agency. Any such amounts will be deducted and withheld from the consideration payable pursuant to the Plan of Arrangement or any agreement governing the exercise, payment or other disposition, as the case may be, of the Epimeron Options in accordance with this Agreement, and shall be treated for all purposes as having been paid to the BioCan Shareholder or Epimeron Shareholder, as the case may be, in respect of which such deduction and withholding was made, provided that such withheld amounts are actually remitted to the appropriate taxing authority. Each of BioCan, Makena, Epimeron and the Depositary shall be authorized, for and on behalf of such holder, to sell or otherwise dispose of such portion of the consideration as is necessary to provide sufficient funds to BioCan, Makena, Epimeron and the Depositary, as the case may be, to enable it to comply with its deduction or withholding requirements and BioCan, Makena, Epimeron and the Depositary shall notify the holder thereof and remit any unapplied balance of the net proceeds of such sale to such holder.

Section 2.13 Adjustment of Consideration

Notwithstanding any restriction or any other matter in this Agreement to the contrary, if, between the date of this Agreement and the Effective Time, the issued and outstanding Makena Shares shall have been changed into a different number of shares by reason of any split, consolidation or stock dividend of the issued and outstanding Makena Shares or similar event, including the Makena Consolidation, then the consideration to be paid per Makena Share shall be appropriately adjusted to provide the same economic effect as contemplated by this Agreement and the Arrangement prior to such action.

Section 2.14 Tax Election

Each BioCan Shareholder or Epimeron Shareholder (other than any BioCan Shareholder who exercises Dissent Rights) shall be entitled to provide Makena with the prescribed election forms pursuant to subsection 85(1) or 85(2) of the Tax Act, as applicable (and the analogous provisions of provincial or territorial income tax law), with respect to the transfer by such BioCan Shareholder or Epimeron Shareholder of BioCan Shares or Epimeron Shares, as applicable, to

Makena pursuant to the Arrangement by providing two signed copies of the necessary election forms to Makena within 120 days following the Effective Date, duly completed with the details of the number of BioCan Shares or Epimeron Shares, as applicable, transferred and the applicable agreed amount or amounts for the purposes of such election. Thereafter, subject to the election forms complying with the provisions of the Tax Act (or applicable provincial or territorial income tax law), the forms will be signed by Makena and returned to such BioCan Shareholder or Epimeron Shareholder within 30 days after the receipt thereof by Makena for filing with the Canada Revenue Agency (or the applicable provincial or territorial taxing authority). Makena will not be responsible for the proper completion of any election form and, except for the obligation of Makena to so sign and return duly completed election forms which are received by Makena within 120 days of the Effective Date, Makena will not be responsible for any taxes, interest or penalties resulting from the failure by any BioCan Shareholder or Epimeron Shareholder to properly complete or file the election forms in the form and manner and within the time prescribed by the Tax Act (or any applicable provincial or territorial legislation). In its sole discretion, Makena may choose to sign and return an election form received by it more than 120 days following the Effective Date, but Makena will have no obligation to do so.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES

Section 3.1 Representations and Warranties of BioCan

Except as set forth in the correspondingly numbered paragraph of the BioCan Disclosure Letter, BioCan represents and warrants to Makena and Epimeron as follows and acknowledges and agrees that Makena and Epimeron are relying upon such representations and warranties in connection with the entering into of this Agreement.

(1) **Organization and Qualification**. BioCan is duly and validly existing under the applicable Laws of its jurisdiction of incorporation, continuance or creation and has all necessary corporate power and authority to own its property and assets as now owned and to carry on its business as it is now being conducted. BioCan is duly qualified to do business and is in good standing in each jurisdiction in which the character of its assets, owned, leased, licensed or otherwise held, or the nature of its activities, makes such qualification necessary.

(2) **Authority Relative to this Agreement**. BioCan has all necessary corporate power, authority and capacity to enter into and deliver this Agreement and all other agreements and instruments to be executed by BioCan as contemplated by this Agreement, and to perform its obligations hereunder and under such agreements and instruments. The execution and delivery of this Agreement by BioCan and the performance of its obligations under this Agreement have been duly authorized by the Board and no other corporate proceedings on its part is necessary to authorize this Agreement.

This Agreement has been duly executed and delivered by BioCan, and constitutes a legal, valid and binding obligation of BioCan, enforceable against BioCan in accordance with its terms, subject to the qualification that such enforceability may be limited by bankruptcy, insolvency, reorganization or other laws of general application relating to or affecting rights of creditors and that equitable remedies, including specific performance, are discretionary and may not be ordered.

(3) **No Violation.** Neither the authorization, execution and delivery of this Agreement by BioCan nor the completion of the Arrangement nor the performance of its obligations hereunder, nor compliance by BioCan with any of the provisions hereof will result in a violation or breach of, constitute a default (or an event which, with notice or lapse of time or both, would become a default), require any consent or approval to be obtained or notice to be given under, or give rise to any third party right of termination, cancellation, suspension, acceleration, penalty or payment obligation or right to purchase or sale under, any provision of:

(a) its articles, by-laws or other Constating Document;

(b) any Authorization or Contract to which BioCan is a party or to which it or any of its properties or assets are bound; or

(c) any Laws (assuming compliance with the matters referred to in paragraph (4) below), regulation, order, judgment or decree applicable to BioCan or any of its properties or assets;

except in the case of (b) and (c) above for such breaches, defaults, consents, terminations, cancellations, suspensions, accelerations, penalties, payment obligations or rights which would not individually or in the aggregate be material and adverse to BioCan.

(4) **Governmental Approvals.** The execution, delivery and performance by BioCan of this Agreement requires no consent, waiver or approval or any action by or in respect of, or filing with, or notification to, any Governmental Entity other than: (i) compliance with any applicable Securities Laws; (ii) compliance with any applicable federal, provincial or municipal legislation; and (iii) any actions, filings or notifications the absence of which would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect with respect to BioCan.

(5) **Capitalization.**

(a) The authorized share capital of BioCan consists of an unlimited number of BioCan Shares and BioCan Preferred Shares. As of the date hereof, there were issued and outstanding 58,700,444 BioCan Shares, nil BioCan Preferred Shares, 10,371,333 BioCan Warrants and nil BioCan Options.

(b) As of the date hereof, an aggregate of up to 10,371,333 BioCan Shares are issuable upon the exercise of outstanding BioCan Warrants, the exercise prices, expiration dates and other material terms of which are set forth in Section 3.1(5)(b) of the BioCan Disclosure Letter. As of the date hereof, except for such BioCan Shares described in the immediately preceding sentence and the BioCan Shares issuable in connection with this Agreement, there are no securities, options, warrants, stock appreciation rights, restricted stock units, conversion privileges or other rights, agreements, arrangements or commitments (pre-emptive, contingent or otherwise) of any character whatsoever to which BioCan is a party or by which BioCan may be bound, obligating or which may obligate BioCan to issue, grant, deliver, extend, or enter into any such security, option, warrant, stock appreciation right, restricted stock unit, conversion privilege or other right, agreement, arrangement or commitment.

(c) All outstanding BioCan Shares have been duly authorized and validly issued, are fully paid and non-assessable and are not and will not be subject to, or issued in violation of, any pre-emptive rights. All securities of BioCan have been issued in compliance with all applicable Laws.

(d) There are no securities of BioCan outstanding which have the right to vote generally (or are convertible into or exchangeable for securities having the right to vote generally) with the holders of the outstanding BioCan Shares on any matter. There are no outstanding contractual or other obligations of BioCan or any subsidiary to repurchase, redeem or otherwise acquire any of its securities or with respect to the voting or disposition of any outstanding securities of any of its subsidiaries. There are no outstanding bonds, debentures or other evidences of indebtedness of BioCan or any of its subsidiaries having the right to vote with the holders of the outstanding BioCan Shares on any matters.

(e) BioCan is a "foreign private issuer" within the meaning of Rule 3b-4 under the U.S. Exchange Act.

(f) The BioCan Shares are a class of securities not registered or required to be registered pursuant to Section 12 of the U.S. Exchange Act, and no other class of BioCan securities are so registered or required to be registered nor is BioCan subject to any reporting obligation under Section 15(d) of the U.S. Securities Act. BioCan has never had a class of securities registered or required to be registered under Section 12 of the U.S. Exchange Act nor has it ever had a reporting obligation under Section 15(d) of the U.S. Securities Act.

(g) BioCan is not an "investment company" registered or required to be registered under the U.S. Investment Company Act of 1940, as amended.

(6) **Subsidiaries.**

(a) BioCan does not have any subsidiaries or any agreements, options or commitments to acquire any securities of any corporation.

(b) BioCan does not own, directly or indirectly, any capital stock of, or other equity, joint venture or voting interests in, any Person.

(7) **Filings**. BioCan has filed all documents required to be filed by it in accordance with applicable Laws. BioCan has timely filed or furnished all documents required to be filed or furnished by BioCan with any Governmental Entity. BioCan has complied as filed in all material respects with applicable Laws and did not, as of the date filed (or, if amended or superseded by a subsequent filing prior to the date of this Agreement, on the date of such filing), contain any Misrepresentation.

(8) **Financial Statements**. The BioCan Financial Statements were prepared in accordance with GAAP consistently applied (except (i) as otherwise indicated in such financial statements and the notes thereto or, in the case of audited statements, in the related report of the independent auditors, or (ii) in the case of unaudited interim statements, are subject to normal period-end adjustments and may omit notes which are not required by applicable Laws in the unaudited statements) and present fairly, in all material respects, the consolidated financial position, financial performance and cash flows of BioCan for

the dates and periods indicated therein (subject, in the case of any unaudited interim financial statements, to normal period-end adjustments) and reflect reserves required by GAAP in respect of all material contingent liabilities, if any, of BioCan. There has been no material change in accounting policies, except as described in the BioCan Financial Statements.

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

(10) **Minute Books.** The corporate minute books of BioCan contain minutes of all meetings and resolutions of its Board and committees of its Board and shareholders, held according to applicable Laws and are complete and accurate in all material respects.

(11) **No Undisclosed Liabilities.** BioCan has no material outstanding indebtedness, liabilities or obligations, whether accrued, absolute, contingent or otherwise, and is not a party to or bound by any suretyship, guarantee, indemnification or assumption agreement, or endorsement of, or any other similar commitment with respect to the obligations, liabilities or indebtedness of any Person, other than those specifically identified in the BioCan Financial Statements incurred in the Ordinary Course and which are not material since the date of the most recent BioCan Financial Statements.

(12) **No Material Change.** Since December 31, 2017:

(a) BioCan has conducted its business only in the Ordinary Course;

(b) there has not occurred any event, occurrence or development or a state of circumstances or facts which has had or would, individually or in the aggregate, reasonably be expected to have any Material Adverse Effect with respect to BioCan;

(c) there has not been any acquisition or sale by BioCan of any material property or assets except as disclosed in Section 3.1(12)(c) of the BioCan Disclosure Letter;

(d) there has not been any incurrence, assumption or guarantee by BioCan of any material debt for borrowed money, any creation or assumption by BioCan of any Lien or any making by BioCan of any material loan, advance or capital contribution to or investment in any other Person, except as disclosed in the BioCan Financial Statements;

(e) there has been no dividend or distribution of any kind declared, paid or made by BioCan on any BioCan Shares;

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

(g) there has not been any material increase in or modification of the compensation payable to or to become payable by BioCan to any of its directors, officers, employees or consultants or any grant to any such director, officer, employee or consultant of any increase in severance, change in control or termination pay or any increase or modification of any Employee Plans of BioCan made to, for or with any of such directors, officers, employees or consultants except as disclosed in Section 3.1(12)(g) of the BioCan Disclosure Letter; and

(h) BioCan has not removed any auditor or director or terminated any officer.

(13) **Litigation.** There is no claim, action, suit, grievance, complaint, proceeding, arbitration, charge, audit, indictment or investigation that is pending or has been commenced or, to the knowledge of BioCan, is threatened affecting BioCan or affecting any of its property or assets (whether owned or leased) at law or in equity, which, individually or in the aggregate, if determined adversely to BioCan, has or could reasonably be expected to result in liability to BioCan in excess of $25,000. Neither BioCan nor any of its assets or properties is subject to any material outstanding judgment, order, writ, injunction or decree.

(14) **Taxes.**

(a) BioCan has duly and timely filed all material Tax Returns required to be filed prior to the date hereof with the appropriate Governmental Entities and all such Tax Returns are true and correct in all material respects.

(b) BioCan has duly and timely paid all material Taxes, including all instalments on account of Taxes for the current year that are due and payable by it, whether or not assessed by the appropriate Governmental Entity.

(c) BioCan has duly and timely collected all material amount of all Taxes required to be collected and has duly and timely paid and remitted the same to the appropriate Governmental Entity.

(d) BioCan has duly and timely collected, or caused to be collected, any sales or transfer taxes, including goods and services taxes, required by applicable Laws to be collected by it and duly and timely remitted to the appropriate Governmental Entity any such amounts required by applicable Laws to be remitted by it.

(e) There are no material proceedings, investigations, audits or claims now pending against BioCan in respect of any Taxes and no Governmental Entity has asserted in writing or, to the knowledge of BioCan, has threatened to assert against BioCan any deficiency or claim for Taxes or interest thereon or penalties in connection therewith.

(f) There are no deficiencies, litigation, proposed adjustments or matters in controversy with respect to any amount of Taxes which have been asserted or have been raised by any Governmental Entity and no action or proceeding for assessment or collection of any amount of Taxes has been taken, asserted, or, to the knowledge of BioCan, threatened, against BioCan or any of its Assets.

(g) There are no outstanding agreements, arrangements, waivers or objections extending the statutory period or providing for an extension of time with respect to the assessment or reassessment of Taxes or the filing of any Tax Return by, or any payment of Taxes by, BioCan.

(h) To the knowledge of BioCan, there are no material Liens for Taxes upon any property or assets of BioCan (whether owned or leased), except Liens for current Taxes not yet due.

(i) BioCan is not a party to any agreement, understanding, or arrangement relating to allocating or sharing any material amount of Taxes.

(j) BioCan has duly and timely withheld from any amount paid or credited by it to or for the account or benefit of any Person, including any employees and any non-resident Person, the amount of all material Taxes and other deductions required by any Laws to be withheld from any such amount and has duly and timely remitted the same to the appropriate Governmental Entity.

(k) BioCan has not directly or indirectly, transferred any property to or supplied any services to or acquired any property or services from a Person with whom it was not dealing at arm's length for consideration other than consideration equal to the fair market value of the property or services at the time of the transfer, supply or acquisition of the property or services.

(15) **Data Privacy and Security.** BioCan has not been notified in writing of and, to the knowledge of BioCan, is not the subject of any complaint, regulatory investigation or proceeding related to data security or privacy.

(16) **Real Property.**

(a) BioCan does not own any real property.

(b) All property currently leased or subleased by BioCan from a third party (collectively, the "**BioCan Leased Properties**") and the documents under which such leasehold interests are held (collectively, the "**BioCan Lease Documents**") are identified in Section 3.1(16)(b) of the BioCan Disclosure Letter. BioCan holds good and valid leasehold interests in the BioCan Leased Properties, free and clear of all Liens other than Permitted Liens. Each of the BioCan Lease Documents is valid, binding and in full force and effect as against BioCan and, to the knowledge of BioCan, as against the other parties thereto. To the knowledge of BioCan, neither BioCan nor any of the other parties to the BioCan Lease Documents, is in material breach or violation or default (in each case, with or without notice or lapse of time or both) under any of the BioCan Lease Documents which breach, violation or default has not been cured, and BioCan has not received or given any notice of default under any such agreement which remains uncured.

(c) BioCan has good and valid title to, or a valid and enforceable leasehold interest in, all of its other material Assets and property not listed above in paragraph (16) and its ownership of or leasehold interest in any such property is not subject to any Liens, except for Permitted Liens.

(d) All of the BioCan Leased Properties are adequately serviced by utilities (or well water with adequate septic systems, if any) having adequate capacities for the normal operations of BioCan's facilities.

(e) No property is proposed to be owned, leased or subleased by BioCan from a third party.

(17) **Assets and Personal Property.**

(a) All machinery and equipment owned or used by BioCan has been properly maintained and is in good working order for the purposes of on-going operation, subject to ordinary wear and tear for machinery and equipment of comparable age.

(b) BioCan does not have any agreements, options or commitments to acquire or lease any real property or Assets other than, in the latter case, those Assets that are to be used in the usual and Ordinary Course.

(c) BioCan has not received notice from any third party claiming an interest in and to any Assets of BioCan.

(d) All tangible depreciable property or Assets of BioCan has been maintained in accordance with good and prudent industry practices and applicable Laws and are in good condition and repair, ordinary wear and tear excepted, and are useable in the ordinary course of business consistent with past practices.

(e) BioCan is not a partner or participant in any partnership, joint venture, profit-sharing arrangement or other similar association of any kind and is not a party to any agreement under which it agrees to carry on any part of a business or any other activity in such manner or by which it agrees to share any revenue or profit with any other Person.

(18) **Sufficiency of Assets.** BioCan has valid, good and marketable title to all personal property owned by it, free and clear of all Liens other than Permitted Liens. The Assets and property owned, leased or licensed by BioCan is sufficient, in all material respects, for conducting the business, as currently conducted, of BioCan.

(19) **Material Contracts.** There are no Material Contracts to which BioCan is a party and that are currently in force.

(20) **Authorization.**

(a) BioCan has obtained and is in compliance with all material Authorizations required by applicable Laws, necessary to conduct its current business as now being conducted.

(b) All material Authorizations of BioCan are in full force and effect, and, to the knowledge of BioCan, no suspension or cancellation thereof has been threatened.

(c) No material Authorizations of BioCan will in any way be affected by, or terminate or lapse by reason of, the Arrangement or any of the other agreements contemplated hereunder or executed herewith.

(d) There are no facts, events or circumstances that would reasonably be expected to result in a failure to obtain or failure to be in compliance with such Authorizations as are necessary to conduct the business of BioCan as it is currently being conducted.

(21) **Environmental Matters.**

(a) BioCan has, in all material respects, carried on its businesses and operations in accordance with best industry practices and in compliance with all applicable Environmental Laws.

(b) BioCan has not received any order, request or written notice from any Person either alleging a violation of any Environmental Law or requiring that BioCan carry out any work, incur any costs or assume any liabilities (including, without limitation, liability for studies, testing or investigatory costs, cleanup costs, response costs, removal costs, remediation costs, contaminant costs, restoration costs, corrective action costs, closure costs, reclamation costs, natural resource damages, property damages, business losses, personal injuries, penalties or fines), arising out of, based on, or related to a violation of Environmental Laws or to any agreements with any Governmental Entity with respect to or pursuant to Environmental Laws.

(c) To the knowledge of BioCan, there are no hazardous substances or other conditions that could reasonably be expected to result in liability of or adversely affect BioCan under or related to any Environmental Law on, at, in, under or from any of the BioCan Leased Properties (including the workplace environment) currently or, to the knowledge of BioCan, previously owned, leased or operated by BioCan.

(d) There are no pending claims or, to the knowledge of BioCan, threatened claims, against BioCan arising out of any Environmental Laws.

(22) **Compliance with Laws.**

(a) BioCan has complied with and is not in violation, in any material respect, of any applicable Laws.

(b) BioCan has not received any written notices or other written correspondence from any Governmental Entity (A) regarding any violation (or any investigation, inspection, audit, or other proceeding by any Governmental Entity involving allegations of any violation) of any Law (other than Environmental Laws) or (B) of any circumstances that may have existed or currently exist which could lead to a loss, suspension, or modification of, or a refusal to issue, any material Authorization. To the knowledge of BioCan, no investigation, inspection, audit or other proceeding by any Governmental Entity involving allegations of any material violation of any Law (other than Environmental Laws) is threatened or contemplated.

(c) BioCan has not nor, to the knowledge of BioCan, any of its directors, executives, representatives, agents or employees has (A) used or is using any corporate funds for any illegal contributions, gifts, entertainment or other expenses relating to political activity that would be illegal, (B) used or is using any corporate funds for any direct or indirect illegal payments to any foreign or domestic governmental officials or employees, (C) violated or is violating any provision of the *Corruption of Foreign Public Officials Act* (Canada) or any similar Laws of other jurisdictions, (D) established or maintained, or is maintaining, any illegal fund of corporate monies or other properties or (E) made any bribe, illegal rebate, illegal payoff, influence payment, kickback or other illegal payment of any nature.

(d) All of the marketing and promotion activities of BioCan relating to its cannabis products complies with all applicable Laws in all material respects.

(e) All supply, distribution, production and processing partners of BioCan have obtained and are in compliance with all authorizations required by the jurisdictions in which they operate to permit them to conduct their business as currently conducted or proposed to be conducted.

(23) **Licenses and Regulatory Compliance.**

(a) To the knowledge of BioCan, BioCan is in compliance with all terms and conditions of its licences or permits required in connection with its business and BioCan does not anticipate any variations or difficulties in renewing such licences or permits. The Arrangement will not have any adverse impact on its licences or permits or require BioCan to obtain any new licence from any Governmental Entity.

(b) BioCan, to its knowledge, either has or is currently diligently seeking the approval of all regulatory approvals, licenses, authorizations, or consents from all applicable Governmental Entities necessary with respect to the research and manufacture of cannabis.

(c) There are no proceedings in progress, or to the knowledge of BioCan, pending or threatened, that could result in the revocation, cancellation or suspension of any of BioCan's licenses or permits required in connection with its business.

(d) BioCan is not required to obtain any further permits or licences, pursuant to any federal, provincial or municipal regulatory body or self-regulatory body in connection with the current and proposed conduct of BioCan's business except as disclosed in Section 3.1(23)(d) of the BioCan Disclosure Letter.

(e) BioCan has responded to any requests made pursuant to the periodic investigations made by applicable Governmental Entities pursuant to BioCan's business and has addressed, in all material respects, the deficiencies and observations as outlined in these inspection reports.

(f) All product research and development activities, including testing, research and analysis activities, conducted by BioCan in connection with its business is being conducted in accordance with industry practices and in compliance, in all material respects, with all industry, laboratory safety, management and training standards applicable to BioCan's current and proposed business, and all such processes, procedures and practices, required in connection with such activities are in place as necessary and are being complied with, in all material respects.

(24) **Employment & Labour Matters.**

(a) BioCan is not:

(i) party to any Contract providing for termination notice, payment in lieu of termination notice, change of control payments, or severance payments to, or any employment or consulting agreement with, any current or former director, officer or employee of BioCan other than such arising from any applicable Law or as set out in the BioCan Disclosure Letter; and

(ii) party to any Collective Agreement nor, to the knowledge of BioCan, subject to any application for certification or threatened union-organizing campaigns for employees not covered under a Collective Agreement nor are there any current, or to the knowledge of BioCan, pending or threatened strikes or lockouts at BioCan.

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

(c) The execution, delivery and performance of this Agreement will not result in the automatic acceleration of the time of payment or vesting of entitlements otherwise available under any Employee Plan of BioCan.

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

(e) There are no outstanding assessments, penalties, fines, liens, charges, surcharges, or other amounts due or owing pursuant to any federal or provincial workers' compensation statute or regulation; (B) BioCan has not been reassessed in any material respect under such statute or regulation during the past three years; and (C) to the knowledge of BioCan, no audit of BioCan is currently being performed pursuant to any federal or provincial workers' compensation statute or regulation, and, to the knowledge of BioCan, there are no claims or potential claims which may materially adversely affect BioCan's accident cost experience in respect of its business.

(f) Section 3.1(24)(f) of the BioCan Disclosure Letter contains a correct and complete list of each member of management and independent contractors/consultants of BioCan, indicating their respective positions.

(g) Each independent contractor/consultant who is disclosed in Section 3.1(24)(f) of the BioCan Disclosure Letter has, to the knowledge of BioCan, been properly classified by BioCan as an independent contractor and BioCan has not received any notice from any Governmental Entity disputing such classification.

(h) Section 3.1(24)(h) of the BioCan Disclosure Letter lists all Employee Plans of BioCan. BioCan has made available to the other Parties true, correct and complete copies of all such Employee Plans, as amended.

(i) No Employee Plan of BioCan contains or has ever contained a "defined benefit provision" as such term is defined in subsection 147.1 of the Tax Act.

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

(k) All contributions, premiums or taxes required to be made or paid by BioCan under the terms of the Employee Plan of BioCan or by applicable Laws have been made in a timely fashion.

(25) **Intellectual Property.**

(a) BioCan owns all right, title and interest in and to, or has validly licensed (and is not in material breach of such licenses), all Intellectual Property that is material to the conduct of its business, as currently conducted (collectively, the "**BioCan Intellectual Property Rights**"). The BioCan Intellectual Property Rights are sufficient, in all material respects, for conducting BioCan's business, as currently conducted, and, to the knowledge of BioCan, all such BioCan Intellectual Property Rights are valid and enforceable (subject to the effects of bankruptcy, insolvency, reorganization, moratorium or laws relating to or affecting creditors' rights generally), and do not infringe upon the Intellectual Property rights of any third party.

(b) There are no royalty payments, license fees or other sums payable to or by BioCan in respect of the Intellectual Property, or to maintain or renew any registrations or applications for registration in relation thereto.

(c) To BioCan's knowledge, there are no valid, issued third party Intellectual Property rights that foreclose practice of any BioCan Intellectual Property Rights to make cannabis using any microbial Strains that may serve as a chassis to Strains material to the business of BioCan.

(d) No Intellectual Property licensed to BioCan by any Person is subject to revocation or termination upon a change of control of BioCan.

(e) BioCan has the exclusive right to use and otherwise exploit the Intellectual Property in all jurisdictions in which it is currently or has historically been used or otherwise exploited and there are no prohibitions or restrictions on the use or other exploitation by BioCan of the Intellectual Property.

(f) Complete and correct copies of all material licenses, agreements or arrangements to which BioCan is a party, whether as licensor, licensee or otherwise, and whether written or oral, with respect to the Intellectual Property have been provided or made available to the other Parties prior to the date hereof.

(g) BioCan has not received any written notice from any Person, nor acted in any manner that would give rise to a claim that: (A) the past or present conduct by any vendor or the use of the Intellectual Property has resulted or shall result in the infringement or violation of any intellectual property owned by any person; or (B) challenging the validity or ownership of the Intellectual Property.

(h) To the knowledge of BioCan, BioCan's Intellectual Property is not being and has not been infringed, diluted, violated or misappropriated by any other Person.

(i) BioCan has obtained from its employees, agents and contractors engaged in the development of any Intellectual Property owned or purported to be owned by BioCan, assignments of each such Person's rights in and to such Intellectual Property. None of the Intellectual Property owned or purported to be owned by BioCan was developed: (A) using any open source software in a manner that would cause such Intellectual Property to be dedicated to the public, or (B) using any funding from or the facilities of a Governmental Entity, or a college, university or other higher education institute.

(j) BioCan reasonably believes that all commercially reasonable steps, given the nature and value of the applicable Intellectual Property, have been taken to protect and maintain the Intellectual Property (including any trade secrets or confidential information therein, whether that of BioCan or BioCan's website users).

(26) **Non-Arm's Length Transactions.** There are no Contracts or other transactions currently in place between BioCan, on the one hand, and: (A) any officer or director of BioCan; and (B) any affiliate or associate of any such officer or director.

(27) **Brokers.** Except as disclosed in Section 3.1(27) of the BioCan Disclosure Letter, no broker, investment banker, financial advisor or other Person is entitled to any broker's, finder's, financial advisor's or other similar fee or commission in connection with the Arrangement based upon arrangements made by or on behalf of BioCan.

(28) **Insurance.** All insurance maintained by BioCan is in full force and effect and in good standing and is in amounts and in respect of such risks as are normal and usual for companies of similar size operating in the cannabis industry.

(29) **No Information Withheld**. The BioCan Disclosure Letter contains complete, true and correct information in all material respects as at the respective dates thereof. BioCan has not withheld any material information or documents concerning BioCan.

(30) **Intellectual Property and Assets.** As of the date hereof, all Intellectual Property and Assets of BioCan is outlined in the BioCan Disclosure Letter.

(31) **Cannabis Business Knowledge.** All directors, officers, internal personnel and third party consultants of BioCan have, where reasonably applicable to the position and services rendered by such persons, sufficient knowledge of Laws relating to cannabis which are applicable to BioCan's business, affairs and operations and all such persons have all qualifications, including security clearances, training, experience and technical knowledge required by applicable Laws.

Section 3.2 Representations and Warranties of Makena

Except as set forth in the correspondingly numbered paragraph of the Makena Disclosure Letter, Makena represents and warrants to BioCan and Epimeron as follows and acknowledges and agrees that BioCan and Epimeron are relying upon such representations and warranties in connection with the entering into of this Agreement.

(1) **Organization and Qualification.** Except as disclosed in Schedule 3.2(1) of the Makena Disclosure Letter, Makena and each Makena Subsidiary is duly and validly existing under the applicable Laws of its jurisdiction of incorporation, continuance or creation and has all necessary corporate power and authority to own its property and assets as now owned and to carry on its business as it is now being conducted. Except as disclosed in Schedule 3.2(1) of the Makena Disclosure Letter, Makena and each Makena Subsidiary is duly qualified to do business and is in good standing in each jurisdiction in which the character of its properties, owned, leased, licensed or otherwise held, or the nature of its activities, makes such qualification necessary.

(2) **Authority Relative to this Agreement**. Makena has all necessary corporate power, authority and capacity to enter into and deliver this Agreement and all other agreements and instruments to be executed by Makena as contemplated by this Agreement, and to perform its obligations hereunder and under such agreements and instruments. The execution and delivery of this Agreement by Makena and the performance of its obligations under this Agreement have been duly authorized by the Board and no other corporate proceedings on its part is necessary to authorize this Agreement.

This Agreement has been duly executed and delivered by Makena, and constitutes a legal, valid and binding obligation of Makena, enforceable against Makena in accordance with its terms, subject to the qualification that such enforceability may be limited by bankruptcy, insolvency, reorganization or other laws of general application relating to or affecting rights of creditors and that equitable remedies, including specific performance, are discretionary and may not be ordered.

(3) **Reporting Issuer.** Makena is a reporting issuer in good standing in the provinces of Alberta, British Columbia and Ontario. The Makena Shares are listed on the CSE and, except as disclosed in Schedule 3.2(3) of the Makena Disclosure Letter, Makena is in material compliance with the by-laws, policies and rules of such exchanges. No delisting, suspension of trading in or cease trading order with respect to the Makena Shares is pending or, to the knowledge of Makena, threatened. Makena has timely filed with the securities authorities all material forms, reports, schedules, statements and other documents required to be filed by Makena with the securities authorities since June 30, 2018. Makena has not filed any confidential material change report that, at the date hereof, remains confidential.

(4) **No Violation.** Neither the authorization, execution and delivery of this Agreement by Makena nor the completion of the Arrangement nor the performance of its obligations hereunder, nor compliance by Makena with any of the provisions hereof will result in a violation or breach of, constitute a default (or an event which, with notice or lapse of time or both, would become a default), require any consent or approval to be obtained or notice to be given under, or give rise to any third party right of termination, cancellation, suspension, acceleration, penalty or payment obligation or right to purchase or sale under, any provision of:

(a) its articles, by-laws or other Constating Document;

(b) any Authorization or Contract to which Makena is a party or to which it or any of its properties or assets are bound; or

(c) any Laws (assuming compliance with the matters referred to in paragraph (5) below), regulation, order, judgment or decree applicable to Makena or any of its properties or assets;

except in the case of (b) and (c) above for such breaches, defaults, consents, terminations, cancellations, suspensions, accelerations, penalties, payment obligations or rights which would not individually or in the aggregate be material and adverse to Makena.

(5) **Governmental Approvals.** The execution, delivery and performance by Makena of this Agreement requires no consent, waiver or approval or any action by or in respect of, or filing with, or notification to, any Governmental Entity other than: (i) compliance with any applicable Securities Laws; (ii) compliance with any applicable federal, provincial or municipal legislation; and (iii) any actions, filings or notifications the absence of which would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect with respect to Makena.

(6) **Capitalization.**

(a) The authorized share capital of Makena consists of an unlimited number of Makena Shares and an unlimited number of Makena Preferred Shares. As of the date hereof, there were 35,246,184 issued and outstanding Makena Shares, 18,243,708 Makena Warrants, 937,250 Makena Options and nil Makena Preferred Shares.

(b) As of the date hereof, an aggregate of up to 19,180,957 Makena Shares are issuable upon the exercise of outstanding Makena Warrants and Makena Options, the exercise prices, expiration dates and other material terms of which are set forth in Schedule 3.2(6)(b) of the Makena Disclosure Letter. As of the date hereof, except for such Makena Shares described in the immediately preceding sentence and the Makena Shares issuable in connection with this Agreement, there are no securities, options, warrants, stock appreciation rights, restricted stock units, conversion privileges or other rights, agreements, arrangements or commitments (pre-emptive, contingent or otherwise) of any character whatsoever to which Makena or the Makena Subsidiaries are a party or by which any of such entities may be bound, obligating or which may obligate such entities to issue, grant, deliver, extend, or enter into any such security, option, warrant, stock appreciation right, restricted stock unit, conversion privilege or other right, agreement, arrangement or commitment.

(c) All outstanding Makena Shares have been duly authorized and validly issued, are fully paid and non-assessable and are not and will not be subject to, or issued in violation of, any pre-emptive rights. All securities of Makena have been issued in compliance with all applicable Laws.

(d) There are no securities of Makena outstanding which have the right to vote generally (or are convertible into or exchangeable for securities having the right to vote generally) with the holders of the outstanding Makena Shares on any matter. There are no outstanding contractual or other obligations of Makena or any subsidiary to repurchase, redeem or otherwise acquire any of its securities or with respect to the voting or disposition of any outstanding securities of any of its subsidiaries. There are no outstanding bonds, debentures or other evidences of indebtedness of Makena or any of its subsidiaries having the right to vote with the holders of the outstanding Makena Shares on any matters.

(e) Makena is a “foreign private issuer” within the meaning of Rule 3b-4 under the U.S. Exchange Act.

(f) The Makena Shares are a class of securities not registered or required to be registered pursuant to section 12 of the U.S. Exchange Act; no other class of Makena securities are so registered or required to be registered and Makena does not have a reporting obligation under Section 15(d) of the U.S. Securities Act; Makena has never had a class of securities registered or required to be registered under Section 12 of the U.S. Exchange Act nor has it ever had a reporting obligation under Section 15(d) of the U.S. Securities Act.

(g) Makena is not an “investment company” registered or required to be registered under the U.S. Investment Company Act of 1940, as amended.

(h) Makena has reserved and allotted a sufficient number of Makena Shares as are issuable pursuant to the Arrangement and the Private Placement, and, subject to the terms and conditions of the Arrangement, such Makena Shares at the time of their issuance will be validly issued as fully paid and non-assessable.

(7) **Ownership of Subsidiaries.**

(a) Other than the Makena Subsidiaries, Makena does not have any subsidiaries or any agreements, options or commitments to acquire any securities of any corporation.

(b) All of the outstanding securities and other ownership interests in the Makena Subsidiaries are duly authorized, validly issued, fully paid and, where the concept exists, non-assessable, and all such securities and other ownership interests are held directly or indirectly by Makena and are, except pursuant to restrictions on transfer contained in Constating Documents or pursuant to existing financing arrangements involving Makena or any of the Makena Subsidiaries, legally and beneficially owned free and clear of all Liens and not subject to any proxy, voting trust or other agreement relating to the voting of such securities and other ownership interests.

(c) There are no agreements, warrants or options, or any right or privilege (whether by Law, pre-emptive or contractual) capable of becoming an agreement, warrant or option, for the purchase, allotment or issuance of, or subscription for, any securities or other ownership interests in any of the Makena Subsidiaries, or any securities that are convertible into, or exchangeable or exercisable for, or otherwise evidencing a right to acquire, any securities or other ownership interests in any of the Makena Subsidiaries.

(d) There are no outstanding Contracts of any of the Makena Subsidiaries to: (A) repurchase, redeem or otherwise acquire any of its securities or other ownership interests, or with respect to the voting or disposition of any outstanding securities or other ownership interests of any of the Makena Subsidiaries; (B) make any investment in or provide any funds to (whether in the form of a loan, capital contribution or otherwise) any person, other the Makena Subsidiaries; or (C) provide any guarantee with respect to any person (other than the Makena Subsidiaries).

(e) Neither Makena nor any of the Makena Subsidiaries own, directly or indirectly, any capital stock of, or other equity, joint venture or voting interests in, any other Person.

(8) **Filings.** Except as disclosed in Schedule 3.2(8) of the Makena Disclosure Letter, Makena has filed all documents required to be filed by it in accordance with applicable Laws. Except as disclosed in Schedule 3.2(8) of the Makena Disclosure Letter, Makena has timely filed or furnished all documents required to be filed or furnished by Makena with any Governmental Entity. Except as disclosed in Schedule 3.2(8) of the Makena Disclosure Letter, Makena has complied as filed in all material respects with applicable Laws and did not, as of the date filed (or, if amended or superseded by a subsequent filing prior to the date of this Agreement, on the date of such filing), contain any Misrepresentation.

(9) **Financial Statements.** The Makena Financial Statements were prepared in accordance with GAAP consistently applied (except (i) as otherwise indicated in such financial statements and the notes thereto or, in the case of audited statements, in the related report of the independent auditors, or (ii) in the case of unaudited interim statements, are subject to normal period-end adjustments and may omit notes which are not required by applicable Laws in the unaudited statements) and present fairly, in all material respects, the consolidated financial position, financial performance and cash flows of Makena for the dates and periods indicated therein and reflect reserves required by GAAP in respect of all material contingent liabilities, if any, of such entities. There has been no material change in accounting policies, except as described in the Makena Financial Statements.

(10) **Books and Records; Disclosure.** The financial books, records and accounts of Makena and the Makena Subsidiaries: (i) have been maintained in accordance with applicable Laws and GAAP on a basis consistent with prior years in all material respects; (ii) are stated in reasonable detail and accurately and fairly reflect the material transactions, acquisitions and dispositions of the assets of each entity; and

(iii) accurately and fairly reflect the basis for the Makena Financial Statements in all material respects.

(11) **Minute Books.** Except as disclosed in Schedule 3.2(11) of the Makena disclosure Letter, the corporate minute books of each of Makena and the Makena Subsidiaries contain minutes of all meetings and resolutions of its Board and committees of its Board and shareholders, held according to applicable Laws and are complete and accurate in all material respects.

(12) **No Undisclosed Liabilities.** Each of Makena and the Makena Subsidiaries have no material outstanding indebtedness, liabilities or obligations, whether accrued, absolute, contingent or otherwise, and are not party to or bound by any suretyship, guarantee, indemnification or assumption agreement, or endorsement of, or any other similar commitment with respect to the obligations, liabilities or indebtedness of any Person, other than those specifically identified in the Makena Financial Statements incurred in the Ordinary Course and which are not material since the date of the most recent Makena Financial Statements.

(13) **No Material Change.** Since June 30, 2018, except for the Private Placement:

(a) each of Makena and the Makena Subsidiaries has conducted its business only in the Ordinary Course;

(b) there has not occurred any event, occurrence or development or a state of circumstances or facts which has had or would, individually or in the aggregate, reasonably be expected to have any Material Adverse Effect with respect to Makena;

(c) except as disclosed in Schedule 3.2(13)(c) of the Makena Disclosure Letter, there has not been any acquisition or sale by Makena of any material property or assets;

(d) there has not been any incurrence, assumption or guarantee by Makena of any material debt for borrowed money, any creation or assumption by Makena of any Lien or any making by Makena of any material loan, advance or capital contribution to or investment in any other Person, except as disclosed in the Makena Financial Statements;

(e) there has been no dividend or distribution of any kind declared, paid or made by Makena on any Makena Shares;

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

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

(h) except as disclosed in Schedule 3.2(13)(h) of the Makena Disclosure Letter, Makena has not removed any auditor or director or terminated any officer.

(14) **Litigation.** There is no claim, action, suit, grievance, complaint, proceeding, arbitration, charge, audit, indictment or investigation that is pending or has been commenced or, to the knowledge of Makena, is threatened affecting Makena or affecting any of its property or assets (whether owned or leased) at law or in equity, which, individually or in the aggregate, if determined adversely to Makena, has or could reasonably be expected to result in liability to Makena in excess of $25,000. Neither Makena nor any of its assets or properties is subject to any material outstanding judgment, order, writ, injunction or decree.

(15) **Taxes.**

(a) Each of Makena and the Makena Subsidiaries has duly and timely filed all material Tax Returns required to be filed prior to the date hereof with the appropriate Governmental Entities and all such Tax Returns are true and correct in all material respects.

(b) Each of Makena and the Makena Subsidiaries has duly and timely paid all material Taxes, including all instalments on account of Taxes for the current year that are due and payable by it, whether or not assessed by the appropriate Governmental Entity. Makena and the Makena Subsidiaries have provided adequate accruals in accordance with GAAP in the most recently published consolidated financial statements of Makena for any Taxes of Makena and each of the Makena Subsidiaries for the period covered by such financial statements that have not been paid whether or not shown as being due on any Tax Returns. Since such publication date, no material liability in respect of Taxes not reflected in such statements or otherwise provided for has been assessed, proposed to be assessed, incurred or accrued, other than in the Ordinary Course.

(c) Each of Makena and the Makena Subsidiaries has duly and timely collected all material amount of all Taxes required to be collected and has duly and timely paid and remitted the same to the appropriate Governmental Entity.

(d) Each of Makena and the Makena Subsidiaries has duly and timely collected, or caused to be collected, any sales or transfer taxes, including goods and services taxes, required by applicable Laws to be collected by it and duly and timely remitted to the appropriate Governmental Entity any such amounts required by applicable Laws to be remitted by it.

(e) There are no material proceedings, investigations, audits or claims now pending against Makena in respect of any Taxes and no Governmental Entity has asserted in writing or, to the knowledge of Makena, has threatened to assert against Makena or either of the Makena Subsidiaries any deficiency or claim for Taxes or interest thereon or penalties in connection therewith.

(f) There are no deficiencies, litigation, proposed adjustments or matters in controversy with respect to any amount of Taxes which have been asserted or have been raised by any Governmental Entity and no action or proceeding for assessment or collection of any amount of Taxes has been taken, asserted, or, to the knowledge of the Makena, threatened, against Makena, any Makena Subsidiary or any of their respective Assets.

(g) There are no outstanding agreements, arrangements, waivers or objections extending the statutory period or providing for an extension of time with respect to the assessment or reassessment of Taxes or the filing of any Tax Return by, or any payment of Taxes by, Makena or any of the Makena Subsidiaries.

(h) There are no material Liens for Taxes upon any property or assets of Makena or any of the Makena Subsidiaries (whether owned or leased), except Liens for current Taxes not yet due.

(i) Neither Makena nor either of the Makena Subsidiaries is a party to any agreement, understanding, or arrangement relating to allocating or sharing any material amount of Taxes.

(j) Each of Makena and the Makena Subsidiaries has duly and timely withheld from any amount paid or credited by it to or for the account or benefit of any Person, including any employees and any non-resident Person, the amount of all material Taxes and other deductions required by any Laws to be withheld from any such amount and has duly and timely remitted the same to the appropriate Governmental Entity.

(k) Neither Makena nor either of the Makena Subsidiaries has directly or indirectly, transferred any property to or supplied any services to or acquired any property or services from a Person with whom it was not dealing at arm's length for consideration other than consideration equal to the fair market value of the property or services at the time of the transfer, supply or acquisition of the property or services.

(16) **Data Privacy and Security.** Makena has not been notified in writing of and, to the knowledge of Makena, is not the subject of any complaint, regulatory investigation or proceeding related to data security or privacy.

(17) **Real Property.**

(a) Makena is the registered and/or beneficial owner of the real property described in Schedule 3.2(17)(a) of the Makena Disclosure Letter (the "**Makena Owned Real Property**") free and clear of all Liens, except Permitted Liens.

(b) Other than the Makena Owned Real Property, Makena does not own any other real property.

(c) In respect of the Makena Owned Real Property: (A) Makena has not received any notice, nor does Makena have any knowledge, of any intention of any Governmental Entity to expropriate all or any part of the Makena Owned Real Property; (B) there are no leases in respect of the Makena Owned Real Property or any part thereof other than Permitted Liens; (C) no Person has any right of first refusal, option, or other right to acquire the Makena Owned Real Property or any part thereof other than Permitted Liens; (D) Makena is not in default under any of its material obligations arising out of any Permitted Liens beyond any applicable cure periods; (E) all necessary permits and approvals have been obtained from the appropriate Governmental Entity in respect of Makena's present use of and operations on the Makena Owned Real Property; and (F) Makena has no present or future obligation to pay moneys to any Governmental Entity in connection with any on site or off site servicing, including off site roads, services or utilities, save and except obligations which exist by virtue of the Permitted Liens.

(d) All property currently leased or subleased by Makena from a third party (the "**Makena Leased Properties**") and the documents under which such leasehold interests are held (the "**Makena Lease Documents**") are identified in Schedule 3.2(17)(d) of the Makena Disclosure Letter. Makena holds good and valid leasehold interests in the Makena Leased Properties, free and clear of all Liens other than Permitted Liens. Each of the Makena Lease Documents is valid, binding and in full force and effect as against Makena and, to the knowledge of Makena, as against the other parties thereto. To the knowledge of Makena, neither Makena nor any of the other parties to the Makena Lease Documents, is in material breach or violation or default (in each case, with or without notice or lapse of time or both) under any of the Makena Lease Documents which breach, violation or default has not been cured, and Makena has not received or given any notice of default under any such agreement which remains uncured.

(e) Makena has good and valid title to, or a valid and enforceable leasehold interest in, all of its other material Assets and property not listed above in this paragraph (17) and its ownership of or leasehold interest in any such property is not subject to any Liens, except for Permitted Liens.

(f) All of the Makena Owned Real Property and the Makena Leased Properties are adequately serviced by utilities (or well water with adequate septic systems, if any) having adequate capacities for the normal operations of each of Makena's facilities.

(g) To the best of Makena's knowledge: (A) each mineral claim of Makena, as identified in Schedule 3.2(17)(g) of the Makena Disclosure Letter (the "**Makena Claim**") has been properly located and recorded in compliance with applicable Laws and is comprised of valid and subsisting mineral claims in each case in all material respects; (B) either Makena or one of the Makena Subsidiaries, as applicable, has the exclusive right to the Makena Claims; (C) no person other than Makena or the Makena Subsidiaries has any material interest in the Makena Claims or any right to acquire any such interest; (D) neither Makena nor any of the Makena Subsidiaries has received any notice, whether written or oral, from any Governmental Entities or any person with jurisdiction or applicable authority of any revocation or intention to revoke its interests in the Makena Claims or the real property, including buildings, improvements, fixtures, licenses, leases, rights of way, surface rights, water use rights and all other easements or other real property interests, in each case forming a part of the mineral properties comprised of the Makena Claims; and (E) the Makena Claims are in good standing under applicable Laws and all taxes and fees in respect thereof have been paid or incurred and all filings in respect thereof have been made except where the failure to pay fees would not reasonably be expected to cause any of the Makena Claims to no longer be in good standing or, individually or in the aggregate, have a Material Adverse Effect on Makena.

(18) **Mineral Resources.**

(a) The most recent proven and probable mineral reserves and measured and indicated mineral resources for the mineral properties of Makena as set forth in the Makena Public Record were prepared in accordance with sound mining, engineering, geoscience and other applicable industry standards and practices, and in accordance with the requirements of National Instrument 43-101 – *Standards of Disclosure for Mineral Projects*.

(b) There has been no material reduction in the aggregate amount of estimated mineral reserves and resources of Makena from the amounts disclosed in the most recent Makena Public Record.

(19) **Assets and Personal Property.**

(a) All machinery and equipment owned or used by Makena has been properly maintained and is in good working order for the purposes of on-going operation, subject to ordinary wear and tear for machinery and equipment of comparable age.

(b) Makena does not have any agreements, options or commitments to acquire or lease any real property or Assets other than, in the latter case, those Assets that are to be used in the usual and Ordinary Course.

(c) Makena has not received notice from any third party claiming an interest in and to any Assets of Makena.

(d) All tangible depreciable property or Assets of Makena has been maintained in accordance with good and prudent industry practices and applicable Laws and are in good condition and repair, ordinary wear and tear excepted, and are useable in the ordinary course of business consistent with past practices.

(e) Makena is not a partner or participant in any partnership, joint venture, profit-sharing arrangement or other similar association of any kind and is not a party to any agreement under which it agrees to carry on any part of a business or any other activity in such manner or by which it agrees to share any revenue or profit with any other Person.

(20) **Sufficiency of Assets.** Makena has valid, good and marketable title to all personal property owned by it, free and clear of all Liens other than Permitted Liens. The Assets and property owned, leased or licensed by Makena is sufficient, in all material respects, for conducting the business, as currently conducted, of Makena.

(21) **Material Contracts.** With respect to the Material Contracts of Makena:

(a) Schedule 3.2(21)(a) of the Makena Disclosure Letter includes a complete and accurate list of all Material Contracts to which it is a party and that are currently in force, including, in respect of each such Material Contract, a summary of the material terms thereof, and it has made available to BioCan and Epimeron for inspection true and complete copies of all such Material Contracts.

(b) All of the Material Contracts are in full force and effect, and it is entitled to all rights and benefits thereunder in accordance with the terms thereof. It has not waived any rights under a Material Contract and no material default or breach exists in respect thereof on the part of Makena, or to the knowledge of Makena, on the part of any other party thereto, and no event has occurred which, after the giving of notice or the lapse of time or both, would constitute such a default or breach or trigger a right of termination of any of such Material Contracts.

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

(d) As at the date hereof, it has not received written notice that any party to a Material Contract, intends to cancel, terminate or otherwise modify or not renew such Material Contract, and to its knowledge, no such action has been threatened.

(e) The entering into of this Agreement will not trigger any change of control or similar provisions in any of the Material Contracts.

(22) **Authorizations.**

(a) Except as disclosed in Schedule 3.2(22)(a) of the Makena Disclosure Letter, Makena has obtained and is in compliance with all material Authorizations required by applicable Laws, necessary to conduct its current business as now being conducted.

(b) All material Authorizations of Makena are in full force and effect, and, to the knowledge of Makena, no suspension or cancellation thereof has been threatened.

(c) No material Authorizations of Makena will in any way be affected by, or terminate or lapse by reason of, the Arrangement or any of the other agreements contemplated hereunder or executed herewith.

(d) Except as disclosed in Schedule 3.2(22)(d) of the Makena Disclosure Letter, there are no facts, events or circumstances that would reasonably be expected to result in a failure to obtain or failure to be in compliance with such Authorizations as are necessary to conduct the business of Makena as it is currently being conducted.

(23) **Environmental Matters.**

(a) Makena has, in all material respects, carried on its businesses and operations in accordance with best industry practices and in compliance with all applicable Environmental Laws.

(b) Makena has not received any order, request or written notice from any Person either alleging a violation of any Environmental Law or requiring that Makena carry out any work, incur any costs or assume any liabilities (including, without limitation, liability for studies, testing or investigatory costs, cleanup costs, response costs, removal costs, remediation costs, contaminant costs, restoration costs, corrective action costs, closure costs, reclamation costs, natural resource damages, property damages, business losses, personal injuries, penalties or fines), arising out of, based on, or related to a violation of Environmental Laws or to any agreements with any Governmental Entity with respect to or pursuant to Environmental Laws.

(c) To the knowledge of Makena, there are no hazardous substances or other conditions that could reasonably be expected to result in liability of or adversely affect Makena under or related to any Environmental Law on, at, in, under or from any of the Makena Leased Properties (including the workplace environment) currently or, to the knowledge of Makena, previously owned, leased or operated by Makena.

(d) There are no pending claims or, to the knowledge of Makena, threatened claims, against Makena arising out of any Environmental Laws.

(24) **Compliance with Laws.**

(a) Except as disclosed in Schedule 3.2(24)(a) of the Makena Disclosure Letter, Makena has complied with and is not in violation, in any material respect, of any applicable Laws.

(b) Makena has not received any written notices or other written correspondence from any Governmental Entity (A) regarding any violation (or any investigation, inspection, audit, or other proceeding by any Governmental Entity involving allegations of any violation) of any Law (other than Environmental Laws) or (B) of any circumstances that may have existed or currently exist which could lead to a loss, suspension, or modification of, or a refusal to issue, any material Authorization. To the knowledge of Makena, no investigation, inspection, audit or other proceeding by any Governmental Entity involving allegations of any material violation of any Law (other than Environmental Laws) is threatened or contemplated.

(c) Makena has not nor, to the knowledge of Makena, any of its directors, executives, representatives, agents or employees has (A) used or is using any corporate funds for any illegal contributions, gifts, entertainment or other expenses relating to political activity that would be illegal, (B) used or is using any corporate funds for any direct or indirect illegal payments to any foreign or domestic governmental officials or employees, (C) violated or is violating any provision of the *Corruption of Foreign Public Officials Act* (Canada) or any similar Laws of other jurisdictions, (D) established or maintained, or is maintaining, any illegal fund of corporate monies or other properties or (E) made any bribe, illegal rebate, illegal payoff, influence payment, kickback or other illegal payment of any nature.

(d) All supply, distribution, production and marketing partners of Makena have obtained and are in compliance with all authorizations required by the jurisdictions in which they operate to permit them to conduct their business as currently conducted or proposed to be conducted.

(25) **Licenses and Regulatory Compliance.** Except as disclosed in Schedule 3.2(25) of the Makena Disclosure Letter, each of Makena and the Makena Subsidiaries owns, possesses or has obtained and is in compliance with all licences, permits (including those necessary under Environmental Laws), certificates, orders, consents, approvals and other Authorizations of or from any Governmental Entity necessary to conduct its business as now conducted, except for such licences, permits, consents and other authorizations, the failure to own, possess, obtain or be in compliance with which would not, individually or in the aggregate, have a Material Adverse Effect on Makena;

(26) **Employment & Labour Matters.**

(a) Makena is not:

(i) party to any Contract providing for termination notice, payment in lieu of termination notice, change of control payments, or severance payments to, or any employment or consulting agreement with, any current or former director, officer or employee of Makena other than such arising from any applicable Law; and

(ii) party to any Collective Agreement nor, to the knowledge of Makena, subject to any application for certification or threatened union-organizing campaigns for employees not covered under a Collective Agreement nor are there any current, or to the knowledge of Makena, pending or threatened strikes or lockouts at Makena.

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

(c) The execution, delivery and performance of this Agreement will not result in the automatic acceleration of the time of payment or vesting of entitlements otherwise available under any Employee Plan of Makena.

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

(e) (A) There are no outstanding assessments, penalties, fines, liens, charges, surcharges, or other amounts due or owing pursuant to any federal or provincial workers' compensation statute or regulation; (B) Makena has not been reassessed in any material respect under such statute or regulation during the past three years; and (C) to the knowledge of Makena, no audit of Makena is currently being performed pursuant to any federal or provincial workers' compensation statute or regulation, and, to the knowledge of Makena, there are no claims or potential claims which may materially adversely affect Makena's accident cost experience in respect of its business.

(f) Schedule 3.2(26)(f) of the Makena Disclosure Letter contains a correct and complete list of each member of management and independent contractors/consultants of Makena, indicating their position.

(g) Schedule 3.2(26)(g) of the Makena Disclosure Letter lists all Employee Plans of Makena. Makena has made available to BioCan and Epimeron true, correct and complete copies of all such Employee Plans as amended.

(h) No Employee Plan of Makena contains or has ever contained a "defined benefit provision" as such term is defined in subsection 147.1 of the Tax Act.

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

(j) All contributions, premiums or taxes required to be made or paid by Makena under the terms of the Employee Plan of Makena or by applicable Laws have been made in a timely fashion.

(27) **Intellectual Property.**

(a) Makena owns all right, title and interest in and to, or has validly licensed (and is not in material breach of such licenses), all Intellectual Property that is material to the conduct of its business, as currently conducted (collectively, the "**Makena Intellectual Property Rights**"). The Makena Intellectual Property Rights are sufficient, in all material respects, for conducting Makena's business, as currently conducted, and, to the knowledge of Makena, all such Makena Intellectual Property Rights are valid and enforceable (subject to the effects of bankruptcy, insolvency, reorganization, moratorium or laws relating to or affecting creditors' rights generally), and do not infringe upon the Intellectual Property rights of any third party.

(b) There are no royalty payments, license fees or other sums payable to or by Makena in respect of the Intellectual Property, or to maintain or renew any registrations or applications for registration in relation thereto.

(c) No Intellectual Property licensed to Makena by any Person is subject to revocation or termination upon a change of control of Makena.

(d) Makena has the exclusive right to use and otherwise exploit the Intellectual Property in all jurisdictions in which it is currently or has historically been used or otherwise exploited and there are no prohibitions or restrictions on the use or other exploitation by Makena of the Intellectual Property.

(e) Complete and correct copies of all material licenses, agreements or arrangements to which Makena is a party, whether as licensor, licensee or otherwise, and whether written or oral, with respect to the Intellectual Property have been provided or made available to BioCan and Epimeron prior to the date hereof.

(f) Makena has not received any written notice from any Person, nor acted in any manner that would give rise to a claim that: (A) the past or present conduct by any vendor or the use of the Intellectual Property has resulted or shall result in the infringement or violation of any intellectual property owned by any person; or (B) challenging the validity or ownership of the Intellectual Property.

(g) To the knowledge of Makena, the Makena Intellectual Property is not being and has not been infringed, diluted, violated or misappropriated by any other Person.

(h) Makena has obtained from its employees, agents and contractors engaged in the development of any Intellectual Property owned or purported to be owned by Makena or the Makena Subsidiaries, assignments of each such Person's rights in and to such Intellectual Property. None of the Intellectual Property owned or purported to be owned by Makena or the Makena Subsidiaries was developed: (A) using any open source software in a manner that would cause such Intellectual Property to be dedicated to the public, or (B) using any funding from or the facilities of a Governmental Entity, or a college, university or other higher education institute.

(i) Makena reasonably believes that all commercially reasonable steps, given the nature and value of the applicable Intellectual Property, have been taken to protect and maintain the Intellectual Property (including any trade secrets or confidential information therein, whether that of Makena or Makena's customers and website users).

(28) **Non-Arm's Length Transactions.** There are no Contracts or other transactions currently in place between Makena, on the one hand, and: (A) any officer or director of Makena; and (B) any affiliate or associate of any such officer or director.

(29) **Brokers.** Other than pursuant to the Private Placement, no broker, investment banker, financial advisor or other Person is entitled to any broker's, finder's, financial advisor's or other similar fee or commission in connection with the Arrangement based upon arrangements made by or on behalf of Makena.

(30) **Insurance**. All insurance maintained by Makena is in full force and effect and in good standing and is in amounts and in respect of such risks as are normal and usual for companies of similar size operating in the its industry.

(31) **No Information Withheld.** The Makena Disclosure Letter contains complete, true and correct information in all material respects as at the respective dates thereof. Makena has not withheld any material information or documents concerning Makena.

(32) **Working Capital.** As of the date hereof, the aggregate Working Capital deficit of Makena is not more than $1.0 million.

(33) **Intellectual Property and Assets**. As of the date hereof, all Intellectual Property and Assets of Makena and the Makena Subsidiaries is outlined in the Makena Disclosure Letter.

(34) **Transaction Costs.** The aggregate Transaction Costs of Makena shall not exceed the amount disclosed in writing by Makena to Epimeron and BioCan in Schedule 3.2(34) of the Makena Disclosure Letter. Makena has disclosed in writing to Epimeron and BioCan Makena's bona fide good faith estimate of each component of its Transaction Costs.

Section 3.3 Representations and Warranties of Epimeron

Except as set forth in the correspondingly numbered paragraph of the Epimeron Disclosure Letter, Epimeron represents and warrants to BioCan and Makena as follows and acknowledges and agrees that BioCan and Makena are relying upon such representations and warranties in connection with the entering into of this Agreement.

(1) **Organization and Qualification.** Epimeron and each Epimeron Subsidiary is duly and validly existing under the applicable Laws of its jurisdiction of incorporation, continuance or creation and has all necessary corporate power and authority to own its property and assets as now owned and to carry on its business as it is now being conducted. Epimeron and each Epimeron Subsidiary is duly qualified to do business and is in good standing in each jurisdiction in which the character of its assets, owned, leased, licensed or otherwise held, or the nature of its activities, makes such qualification necessary.

(2) **Authority Relative to this Agreement.** Epimeron has all necessary corporate power, authority and capacity to enter into and deliver this Agreement and all other agreements and instruments to be executed by Epimeron as contemplated by this Agreement, and to perform its obligations hereunder and under such agreements and instruments. The execution and delivery of this Agreement by Epimeron and the performance of its obligations under this Agreement have been duly authorized by the Board and no other corporate proceedings on its part is necessary to authorize this Agreement.

This Agreement has been duly executed and delivered by Epimeron, and constitutes a legal, valid and binding obligation of Epimeron, enforceable against Epimeron in accordance with its terms, subject to the qualification that such enforceability may be limited by bankruptcy, insolvency, reorganization or other laws of general application relating to or affecting rights of creditors and that equitable remedies, including specific performance, are discretionary and may not be ordered.

(3) **No Violation.** Neither the authorization, execution and delivery of this Agreement by Epimeron nor the completion of the Arrangement nor the performance of its obligations hereunder, nor compliance by Epimeron with any of the provisions hereof will result in a violation or breach of, constitute a default (or an event which, with notice or lapse of time or both, would become a default), require any consent or approval to be obtained or notice to be given under, or give rise to any third party right of termination, cancellation, suspension, acceleration, penalty or payment obligation or right to purchase or sale under, any provision of:

(a) its articles, by-laws or other Constating Document;

(b) any Authorization or Contract to which Epimeron is a party or to which it or any of its properties or assets are bound; or

(c) any Laws (assuming compliance with the matters referred to in paragraph (4) below), regulation, order, judgment or decree applicable to Epimeron or any of its properties or assets;

except in the case of (b) and (c) above for such breaches, defaults, consents, terminations, cancellations, suspensions, accelerations, penalties, payment obligations or rights which would not individually or in the aggregate be material and adverse to Epimeron.

(4) **Governmental Approvals.** The execution, delivery and performance by Epimeron of this Agreement requires no consent, waiver or approval or any action by or in respect of, or filing with, or notification to, any Governmental Entity other than: (i) compliance with any applicable Securities Laws; (ii) compliance with any applicable federal, provincial or municipal legislation; and (iii) any actions, filings or notifications the absence of which would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect with respect to Epimeron.

(5) **Capitalization.**

(a) The authorized share capital of Epimeron consists of an unlimited number of Epimeron Shares. As of the date hereof, there were issued and outstanding 549,701 Epimeron Shares and 207,500 Epimeron Options.

(b) As of the date hereof, an aggregate of up to 207,500 Epimeron Shares are issuable upon the exercise of outstanding Epimeron Options, the exercise prices, expiration dates and other material terms of which are set forth in Section 3.3(5)(b) of the Epimeron Disclosure Letter. As of the date hereof, except for such Epimeron Shares described in the immediately preceding sentence and the Epimeron Shares issuable in connection with this Agreement, there are no securities, options, warrants, stock appreciation rights, restricted stock units, conversion privileges or other rights, agreements, arrangements or commitments (pre-emptive, contingent or otherwise) of any character whatsoever to which Epimeron is a party or by which Epimeron may be bound, obligating or which may obligate Epimeron to issue, grant, deliver, extend, or enter into any such security, option, warrant, stock appreciation right, restricted stock unit, conversion privilege or other right, agreement, arrangement or commitment.

(c) All outstanding Epimeron Shares have been duly authorized and validly issued, are fully paid and non-assessable and are not and will not be subject to, or issued in violation of, any pre-emptive rights. All securities of Epimeron have been issued in compliance with all applicable Laws.

(d) There are no securities of Epimeron outstanding which have the right to vote generally (or are convertible into or exchangeable for securities having the right to vote generally) with the holders of the outstanding Epimeron Shares on any matter. There are no outstanding contractual or other obligations of Epimeron or any subsidiary to repurchase, redeem or otherwise acquire any of its securities or with respect to the voting or disposition of any outstanding securities of any of its subsidiaries. There are no outstanding bonds, debentures or other evidences of indebtedness of Epimeron or any of its subsidiaries having the right to vote with the holders of the outstanding Epimeron Shares on any matters.

(e) Epimeron is a “foreign private issuer” within the meaning of Rule 3b-4 under the U.S. Exchange Act.

(f) The Epimeron Shares are a class of securities not registered or required to be registered pursuant to section 12 of the U.S. Exchange Act, and no other class of Epimeron securities are so registered or required to be registered nor is Epimeron subject to any reporting obligation under Section 15(d) of the U.S. Securities Act. Epimeron has never had a class of securities registered or required to be registered under Section 12 of the U.S. Exchange Act, nor has it ever had a reporting obligation under Section 15(d) of the U.S. Securities Act.

(g) Epimeron is not an “investment company” registered or required to be registered under the U.S. Investment Company Act of 1940, as amended.

(6) **Ownership of Subsidiaries.**

(a) Other than the Epimeron Subsidiaries, Epimeron does not have any subsidiaries or any agreements, options or commitments to acquire any securities of any corporation.

(b) All of the outstanding securities and other ownership interests in the Epimeron Subsidiaries are duly authorized, validly issued, fully paid and, where the concept exists, non-assessable, and all such securities and other ownership interests are held directly or indirectly by Epimeron and are, except pursuant to restrictions on transfer contained in Constating Documents or pursuant to existing financing arrangements involving Epimeron or any of the Epimeron Subsidiaries, legally and beneficially owned free and clear of all Liens and not subject to any proxy, voting trust or other agreement relating to the voting of such securities and other ownership interests.

(c) There are no agreements, warrants or options, or any right or privilege (whether by Law, pre-emptive or contractual) capable of becoming an agreement, warrant or option, for the purchase, allotment or issuance of, or subscription for, any securities or other ownership interests in any of the Epimeron Subsidiaries, or any securities that are convertible into, or exchangeable or exercisable for, or otherwise evidencing a right to acquire, any securities or other ownership interests in any of the Epimeron Subsidiaries.

(d) There are no outstanding Contracts of any of the Epimeron Subsidiaries to: (A) repurchase, redeem or otherwise acquire any of its securities or other ownership interests, or with respect to the voting or disposition of any outstanding securities or other ownership interests of any of the Epimeron Subsidiaries; (B) make any investment in or provide any funds to (whether in the form of a loan, capital contribution or otherwise) any person, other the Epimeron Subsidiaries; or (C) provide any guarantee with respect to any person (other than the Epimeron Subsidiaries).

(e) Neither Epimeron nor any of the Epimeron Subsidiaries own, directly or indirectly, any capital stock of, or other equity, joint venture or voting interests in, any other Person.

(7) **Filings.** Epimeron has filed all documents required to be filed by it in accordance with applicable Laws. Epimeron has timely filed or furnished all documents required to be filed or furnished by Epimeron with any Governmental Entity. Epimeron has complied as filed in all material respects with applicable Laws and did not, as of the date filed (or, if amended or superseded by a subsequent filing prior to the date of this Agreement, on the date of such filing), contain any Misrepresentation.

(8) **Financial Statements.** The Epimeron Financial Statements were prepared in accordance with GAAP consistently applied (except (i) as otherwise indicated in such financial statements and the notes thereto or, in the case of audited statements, in the related report of the independent auditors, or (ii) in the case of unaudited interim statements, are subject to normal period-end adjustments and may omit notes which are not required by applicable Laws in the unaudited statements) and present fairly, in all material respects, the consolidated financial position, financial performance and cash flows of Epimeron for the dates and periods indicated therein (subject, in the case of any unaudited interim financial statements, to normal period-end adjustments) and reflect reserves required by GAAP in respect of all material contingent liabilities, if any, of Epimeron. There has been no material change in accounting policies, except as described in the Epimeron Financial Statements.

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

(10) **Minute Books.** The corporate minute books of each of Epimeron and the Epimeron Subsidiaries contain minutes of all meetings and resolutions of its Board and committees of its Board and shareholders, held according to applicable Laws and are complete and accurate in all material respects.

(11) **No Undisclosed Liabilities.** Each of Epimeron and the Epimeron Subsidiaries have no material outstanding indebtedness, liabilities or obligations, whether accrued, absolute, contingent or otherwise, and are not party to or bound by any suretyship, guarantee, indemnification or assumption agreement, or endorsement of, or any other similar commitment with respect to the obligations, liabilities or indebtedness of any Person, other than those specifically identified in the Epimeron Financial Statements incurred in the Ordinary Course and which are not material since the date of the most recent Epimeron Financial Statements.

(12) **No Material Change.** Since December 31, 2017:

(a) each of Epimeron and the Epimeron Subsidiaries has conducted its business only in the Ordinary Course;

(b) there has not occurred any event, occurrence or development or a state of circumstances or facts which has had or would, individually or in the aggregate, reasonably be expected to have any Material Adverse Effect with respect to Epimeron;

(c) there has not been any acquisition or sale by Epimeron of any material property or assets;

(d) there has not been any incurrence, assumption or guarantee by Epimeron of any material debt for borrowed money, any creation or assumption by Epimeron of any Lien or any making by Epimeron of any material loan, advance or capital contribution to or investment in any other Person, except as disclosed in the Epimeron Financial Statements;

(e) there has been no dividend or distribution of any kind declared, paid or made by Epimeron on any Epimeron Shares;

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

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

(h) Epimeron has not removed any auditor or director or terminated any officer.

(13) **Litigation.** There is no claim, action, suit, grievance, complaint, proceeding, arbitration, charge, audit, indictment or investigation that is pending or has been commenced or, to the knowledge of Epimeron, is threatened affecting Epimeron or affecting any its property or assets (whether owned or leased) at law or in equity, which, individually or in the aggregate, if determined adversely to Epimeron, has or could reasonably be expected to result in liability to Epimeron in excess of $25,000. Neither Epimeron nor any of its assets or properties is subject to any material outstanding judgment, order, writ, injunction or decree.

(14) **Taxes.**

(a) Epimeron has duly and timely filed all material Tax Returns required to be filed prior to the date hereof with the appropriate Governmental Entities and all such Tax Returns are true and correct in all material respects.

(b) Epimeron has duly and timely paid all material Taxes, including all instalments on account of Taxes for the current year that are due and payable by it, whether or not assessed by the appropriate Governmental Entity.

(c) Epimeron has duly and timely collected all material amount of all Taxes required to be collected and has duly and timely paid and remitted the same to the appropriate Governmental Entity.

(d) Epimeron has duly and timely collected, or caused to be collected, any sales or transfer taxes, including goods and services taxes, required by applicable Laws to be collected by it and duly and timely remitted to the appropriate Governmental Entity any such amounts required by applicable Laws to be remitted by it.

(e) There are no material proceedings, investigations, audits or claims now pending against Epimeron in respect of any Taxes and no Governmental Entity has asserted in writing or, to the knowledge of Epimeron, has threatened to assert against Epimeron any deficiency or claim for Taxes or interest thereon or penalties in connection therewith.

(f) There are no deficiencies, litigation, proposed adjustments or matters in controversy with respect to any amount of Taxes which have been asserted or have been raised by any Governmental Entity and no action or proceeding for assessment or collection of any amount of Taxes has been taken, asserted, or, to the knowledge of Epimeron, threatened, against Epimeron or any of its Assets.

(g) There are no outstanding agreements, arrangements, waivers or objections extending the statutory period or providing for an extension of time with respect to the assessment or reassessment of Taxes or the filing of any Tax Return by, or any payment of Taxes by, Epimeron.

(h) To the knowledge of Epimeron, there are no material Liens for Taxes upon any property or assets of Epimeron (whether owned or leased), except Liens for current Taxes not yet due.

(i) Epimeron is not a party to any agreement, understanding, or arrangement relating to allocating or sharing any material amount of Taxes.

(j) Epimeron has duly and timely withheld from any amount paid or credited by it to or for the account or benefit of any Person, including any employees and any non-resident Person, the amount of all material Taxes and other deductions required by any Laws to be withheld from any such amount and has duly and timely remitted the same to the appropriate Governmental Entity.

(k) Epimeron has not directly or indirectly, transferred any property to or supplied any services to or acquired any property or services from a Person with whom it was not dealing at arm's length for consideration other than consideration equal to the fair market value of the property or services at the time of the transfer, supply or acquisition of the property or services.

(15) **Data Privacy and Security.** Epimeron has not been notified in writing of and, to the knowledge of Epimeron, is not the subject of any complaint, regulatory investigation or proceeding related to data security or privacy.

(16) **Real Property.**

(a) Epimeron does not own any real property.

(b) All property currently leased or subleased by Epimeron from a third party (collectively, the "**Epimeron Leased Properties**") and the documents under which such leasehold interests are held (collectively, the "**Epimeron Lease Documents**") are identified in Section 3.3(16)(b) of the Epimeron Disclosure Letter. Epimeron holds good and valid leasehold interests in the Epimeron Leased Properties, free and clear of all Liens other than Permitted Liens. Each of the Epimeron Lease Documents is valid, binding and in full force and effect as against Epimeron, and to the knowledge of Epimeron, as against the other parties thereto. To the knowledge of Epimeron, neither Epimeron nor any of the other parties to the Epimeron Lease Documents, is in material breach or violation or default (in each case, with or without notice or lapse of time or both) under any of the Epimeron Lease Documents which breach, violation or default has not been cured, and Epimeron has not received or given any notice of default under any such agreement which remains uncured.

(c) Epimeron has good and valid title to, or a valid and enforceable leasehold interest in, all of its other material Assets and property not listed above in Section 3.3(16)(b) and its ownership of or leasehold interest in any such property is not subject to any Liens, except for Permitted Liens.

(d) All of the Epimeron Leased Properties are adequately serviced by utilities (or well water with adequate septic systems, if any) having adequate capacities for the normal operations of Epimeron's facilities.

(e) All property proposed to be owned, leased or subleased by Epimeron from a third party, including, laboratory facilities, and the documents under which such leasehold interests will be held are identified in Section 3.3(16)(e) of the Epimeron Disclosure Letter. To the knowledge of Epimeron, neither Epimeron nor any of the other parties to such documents, is in material breach or violation or default (in each case, with or without notice or lapse of time or both) under any of the documents which breach, violation or default has not been cured, and Epimeron has not received or given any notice of default under any such agreement which remains uncured.

(17) **Assets and Personal Property.**

(a) All machinery and equipment owned or used by Epimeron has been properly maintained and is in good working order for the purposes of on-going operation, subject to ordinary wear and tear for machinery and equipment of comparable age.

(b) Epimeron does not have any agreements, options or commitments to acquire or lease any real property or Assets other than, in the latter case, those Assets that are to be used in the usual and Ordinary Course.

(c) Epimeron has not received notice from any third party claiming an interest in and to any Assets of Epimeron.

(d) All tangible depreciable property or Assets of Epimeron has been maintained in accordance with good and prudent industry practices and applicable Laws and are in good condition and repair, ordinary wear and tear excepted, and are useable in the ordinary course of business consistent with past practices.

(e) Epimeron is not a partner or participant in any partnership, joint venture, profit-sharing arrangement or other similar association of any kind and is not a party to any agreement under which it agrees to carry on any part of a business or any other activity in such manner or by which it agrees to share any revenue or profit with any other Person.

(18) **Sufficiency of Assets**. Epimeron has valid, good and marketable title to all personal property owned by it, free and clear of all Liens other than Permitted Liens. The Assets and property owned, leased or licensed by Epimeron is sufficient, in all material respects, for conducting the business, as currently conducted, of Epimeron.

(19) **Material Contracts**. With respect to the Material Contracts of Epimeron:

(a) Section 3.3(19)(a) of the Epimeron Disclosure Letter includes a complete and accurate list of all Material Contracts to which it is a party and that are currently in force and it has made available to the other Parties for inspection true and complete copies of all such Material Contracts.

(b) All of the Material Contracts are in full force and effect, and it is entitled to all rights and benefits thereunder in accordance with the terms thereof. It has not waived any rights under a Material Contract and no material default or breach exists in respect thereof on the part of Epimeron, or to the knowledge of Epimeron, on the part of any other party thereto, and no event has occurred which, after the giving of notice or the lapse of time or both, would constitute such a default or breach or trigger a right of termination of any of such Material Contracts.

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

(d) As at the date hereof, it has not received written notice that any party to a Material Contract, intends to cancel, terminate or otherwise modify or not renew such Material Contract, and to its knowledge, no such action has been threatened.

(e) The entering into of this Agreement will not trigger any change of control or similar provisions in any of the Material Contracts.

(20) **Authorizations.**

(a) Epimeron has obtained and is in compliance with all material Authorizations required by applicable Laws, necessary to conduct its current business as now being conducted.

(b) All material Authorizations of Epimeron are in full force and effect, and, to the knowledge of Epimeron, no suspension or cancellation thereof has been threatened.

(c) No material Authorizations of Epimeron will in any way be affected by, or terminate or lapse by reason of, the Arrangement or any of the other agreements contemplated hereunder or executed herewith.

(d) There are no facts, events or circumstances that would reasonably be expected to result in a failure to obtain or failure to be in compliance with such Authorizations as are necessary to conduct the business of Epimeron as it is currently being conducted.

(21) **Environmental Matters.**

(a) Epimeron has, in all material respects, carried on its businesses and operations in accordance with best industry practices and in compliance with all applicable Environmental Laws.

(b) Epimeron has not received any order, request or written notice from any Person either alleging a violation of any Environmental Law or requiring that Epimeron carry out any work, incur any costs or assume any liabilities (including, without limitation, liability for studies, testing or investigatory costs, cleanup costs, response costs, removal costs, remediation costs, contaminant costs, restoration costs, corrective action costs, closure costs, reclamation costs, natural resource damages, property damages, business losses, personal injuries, penalties or fines), arising out of, based on, or related to a violation of Environmental Laws or to any agreements with any Governmental Entity with respect to or pursuant to Environmental Laws.

(c) To the knowledge of Epimeron, there are no hazardous substances or other conditions that could reasonably be expected to result in liability of or adversely affect Epimeron under or related to any Environmental Law on, at, in, under or from any of the Epimeron Leased Properties (including the workplace environment) currently or, to the knowledge of Epimeron, previously owned, leased or operated by Epimeron.

(d) There are no pending claims or, to the knowledge of Epimeron, threatened claims, against Epimeron arising out of any Environmental Laws.

(22) **Compliance with Laws.** Epimeron has complied with and is not in violation, in any material respect, of any applicable Laws.

(a) Epimeron has not received any written notices or other written correspondence from any Governmental Entity (A) regarding any violation (or any investigation, inspection, audit, or other proceeding by any Governmental Entity involving allegations of any violation) of any Law (other than Environmental Laws) or (B) of any circumstances that may have existed or currently exist which could lead to a loss, suspension, or modification of, or a refusal to issue, any material Authorization. To the knowledge of Epimeron, no investigation, inspection, audit or other proceeding by any Governmental Entity involving allegations of any material violation of any Law (other than Environmental Laws) is threatened or contemplated.

(b) Epimeron nor, to the knowledge of Epimeron, any of its directors, executives, representatives, agents or employees has (A) used or is using any corporate funds for any illegal contributions, gifts, entertainment or other expenses relating to political activity that would be illegal, (B) used or is using any corporate funds for any direct or indirect illegal payments to any foreign or domestic governmental officials or employees, (C) violated or is violating any provision of the *Corruption of Foreign Public Officials Act* (Canada) or any similar Laws of other jurisdictions, (D) established or maintained, or is maintaining, any illegal fund of corporate monies or other properties or (E) made any bribe, illegal rebate, illegal payoff, influence payment, kickback or other illegal payment of any nature.

(c) All of the marketing and promotion activities of Epimeron relating to its cannabis products complies with all applicable Laws in all material respects.

(d) All supply, distribution, production and processing partners of Epimeron have obtained and are in compliance with all authorizations required by the jurisdictions in which they operate to permit them to conduct their business as currently conducted or proposed to be conducted.

(23) **Licenses and Regulatory Compliance.**

(a) To the knowledge of Epimeron, Epimeron is in compliance with all terms and conditions of its licences or permits required in connection with its business and Epimeron does not anticipate any variations or difficulties in renewing such licences or permits. The Arrangement will not have any adverse impact on its licences or permits or require Epimeron to obtain any new licence from any Governmental Entity.

(b) Epimeron, to its knowledge, either has or is currently diligently seeking the approval of all regulatory approvals, licenses, authorizations, or consents from all applicable Governmental Entities necessary with respect to the research and manufacture of cannabis.

(c) There are no proceedings in progress, or to the knowledge of Epimeron, pending or threatened, that could result in the revocation, cancellation or suspension of any of Epimeron's licenses or permits required in connection with its business.

(d) Epimeron is not required to obtain any further permits or licences, pursuant to any federal, provincial or municipal regulatory body or self-regulatory body in connection with the current and proposed conduct of Epimeron's business.

(e) Epimeron has responded to any requests made pursuant to the periodic investigations made by applicable Governmental Entities pursuant to Epimeron's business and has addressed, in all material respects, the deficiencies and observations as outlined in these inspection reports.

(f) All product research and development activities, including testing, research and analysis activities, conducted by Epimeron in connection with its business is being conducted in accordance with industry practices and in compliance, in all material respects, with all industry, laboratory safety, management and training standards applicable to Epimeron's current and proposed business, and all such processes, procedures and practices, required in connection with such activities are in place as necessary and are being complied with, in all material respects.

(24) **Employment & Labour Matters.**

(a) Epimeron is not:

(i) party to any Contract providing for termination notice, payment in lieu of termination notice, change of control payments, or severance payments to, or any employment or consulting agreement with, any current or former director, officer or employee of Epimeron other than such arising from any applicable Law or as set out in the Epimeron Disclosure Letter; and

(ii) party to any Collective Agreement nor, to the knowledge of Epimeron, subject to any application for certification or threatened union-organizing campaigns for employees not covered under a Collective Agreement nor are there any current, or to the knowledge of Epimeron, pending or threatened strikes or lockouts at Epimeron.

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

(c) The execution, delivery and performance of this Agreement will not result in the automatic acceleration of the time of payment or vesting of entitlements otherwise available under any Employee Plan of Epimeron.

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

(e) There are no outstanding assessments, penalties, fines, liens, charges, surcharges, or other amounts due or owing pursuant to any federal or provincial workers' compensation statute or regulation; (B) Epimeron has not been reassessed in any material respect under such statute or regulation during the past three years; and (C) to the knowledge of Epimeron, no audit of Epimeron is currently being performed pursuant to any federal or provincial workers' compensation statute or regulation, and, to the knowledge of Epimeron, there are no claims or potential claims which may materially adversely affect Epimeron's accident cost experience in respect of its business.

(f) Section 3.3(24)(f) of the Epimeron Disclosure Letter contains a correct and complete list of each member of management and independent contractors/consultants of Epimeron, indicating their respective positions.

(g) Each independent contractor/consultant who is disclosed in Section 3.3(24)(f) of the Epimeron Disclosure Letter has, to the knowledge of Epimeron, been properly classified by Epimeron as an independent contractor and Epimeron has not received any notice from any Governmental Entity disputing such classification.

(h) Section 3.3(24)(h) of the Epimeron Disclosure Letter lists all Employee Plans of Epimeron. Epimeron has made available to the other Parties true, correct and complete copies of all such Employee Plans, as amended.

(i) No Employee Plan of Epimeron contains or has ever contained a "defined benefit provision" as such term is defined in subsection 147.1 of the Tax Act.

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

(k) All contributions, premiums or taxes required to be made or paid by Epimeron under the terms of the Employee Plan of Epimeron or by applicable Laws have been made in a timely fashion.

(25) **Intellectual Property.**

(a) Epimeron owns all right, title and interest in and to, or has validly licensed (and is not in material breach of such licenses), all Intellectual Property that is material to the conduct of its business, as currently conducted (collectively, the "**Epimeron Intellectual Property Rights**"). The Epimeron Intellectual Property Rights are sufficient, in all material respects, for conducting Epimeron's business, as currently conducted, and, to the knowledge of Epimeron, all such Epimeron Intellectual Property Rights are valid and enforceable (subject to the effects of bankruptcy, insolvency, reorganization, moratorium or laws relating to or affecting creditors' rights generally), and do not infringe upon the Intellectual Property rights of any third party.

(b) Except as disclosed in the Epimeron Disclosure Letter, there are no royalty payments, license fees or other sums payable to or by Epimeron in respect of the Intellectual Property, or to maintain or renew any registrations or applications for registration in relation thereto.

(c) To Epimeron's knowledge, there are no valid, issued third party Intellectual Property rights that foreclose practice of any Epimeron Intellectual Property Rights to make cannabis using any microbial Strains that may serve as a chassis to Strains material to the business of Epimeron.

(d) No Intellectual Property licensed to Epimeron by any Person is subject to revocation or termination upon a change of control of Epimeron.

(e) Except as disclosed in the Epimeron Disclosure Letter, Epimeron has the exclusive right to use and otherwise exploit the Intellectual Property in all jurisdictions in which it is currently or has historically been used or otherwise exploited and there are no prohibitions or restrictions on the use or other exploitation by Epimeron of the Intellectual Property.

(f) Complete and correct copies of all material licenses, agreements or arrangements to which Epimeron is a party, whether as licensor, licensee or otherwise, and whether written or oral, with respect to the Intellectual Property have been provided or made available to the other Parties prior to the date hereof.

(g) Epimeron has not received any written notice from any Person, nor acted in any manner that would give rise to a claim that: (A) the past or present conduct by any vendor or the use of the Intellectual Property has resulted or shall result in the infringement or violation of any intellectual property owned by any person; or (B) challenging the validity or ownership of the Intellectual Property.

(h) To the knowledge of Epimeron, Epimeron's Intellectual Property is not being and has not been infringed, diluted, violated or misappropriated by any other Person.

(i) Epimeron has obtained from its employees, agents and contractors engaged in the development of any Intellectual Property owned or purported to be owned by Epimeron or the Epimeron Subsidiaries, assignments of each such Person's rights in and to such Intellectual Property. Except as disclosed in the Epimeron Disclosure Letter, none of the Intellectual Property owned or purported to be owned by Epimeron or the Epimeron Subsidiaries was developed: (A) using any open source software in a manner that would cause such Intellectual Property to be dedicated to the public, or (B) using any funding from or the facilities of a Governmental Entity, or a college, university or other higher education institute.

(j) Epimeron reasonably believes that all commercially reasonable steps, given the nature and value of the applicable Intellectual Property, have been taken to protect and maintain the Intellectual Property (including any trade secrets or confidential information therein, whether that of Epimeron or any of Epimeron's website users).

(26) **Non-Arm's Length Transactions.** There are no Contracts or other transactions currently in place between Epimeron, on the one hand, and: (A) any officer or director of Epimeron; and (B) any affiliate or associate of any such, officer or director.

(27) **Brokers.** No broker, investment banker, financial advisor or other Person is entitled to any broker's, finder's, financial advisor's or other similar fee or commission in connection with the Arrangement based upon arrangements made by or on behalf of Epimeron.

(28) **Insurance.** All insurance maintained by Epimeron is in full force and effect and in good standing and is in amounts and in respect of such risks as are normal and usual for companies of similar size operating in the cannabis industry.

(29) **No Information Withheld.** The Epimeron Disclosure Letter contains complete, true and correct information in all material respects as at the respective dates thereof. Epimeron has not withheld any material information or documents concerning Epimeron.

(30) **Intellectual Property and Assets.** As of the date hereof, all Intellectual Property and Assets of Epimeron is outlined in the Epimeron Disclosure Letter.

(31) **Cannabis Business Knowledge.** All directors, officers, internal personnel and third party consultants of Epimeron have, where reasonably applicable to the position and services rendered by such persons, sufficient knowledge of Laws relating to cannabis which are applicable to Epimeron's business, affairs and operations and all such persons have all qualifications, including security clearances, training, experience and technical knowledge required by applicable Laws.

ARTICLE 4
COVENANTS

Section 4.1 Conduct of Business of BioCan

(1) BioCan covenants and agrees that, during the period from the date of this Agreement until the earlier of the Effective Time and the time that this Agreement is terminated in accordance with its terms, except: (a) with the prior written consent of Makena and Epimeron not to be unreasonably withheld; (b) as required or permitted by this Agreement; or (c) as expressly contemplated by the BioCan Disclosure Letter, it shall comply with all applicable Laws in all material respects, including, to the extent applicable, relating to cannabis, which are applicable to BioCan's business, affairs and operations, conduct business in the Ordinary Course and in accordance with Laws and use commercially reasonable efforts to maintain and preserve its business organization, Assets, employees, goodwill and business relationships with customers, suppliers, partners and other Persons with which it has material business relations.

(2) BioCan covenants and agrees that it shall periodically review and update its internal compliance program to account for any changes in Laws applicable to its business, affairs or operations.

(3) Without limiting the generality of Section 4.1(1), BioCan covenants and agrees that, during the period from the date of this Agreement until the earlier of the Effective Time and the time that this Agreement is terminated in accordance with its terms, BioCan shall use commercially reasonable efforts to maintain and preserve its business organization, properties, employees, goodwill and business relationships with customers, suppliers, partners and other Persons with which BioCan has material business relations, and shall not, directly or indirectly:

(a) except in connection with the Arrangement, amend its Constating Documents or similar organizational documents;

(b) split, combine or reclassify any shares of its capital stock or declare, set aside or pay any dividend or other distribution (whether in cash, stock or property or any combination thereof) or amend any term of any outstanding debt security;

(c) redeem, repurchase, or otherwise acquire or offer to redeem, repurchase or otherwise acquire any shares of its capital stock;

(d) issue, deliver, sell, pledge or otherwise encumber, or authorize the issuance, delivery, sale, pledge or other encumbrance of any shares of its capital stock or other equity or voting interests, or any options, warrants or similar rights exercisable or exchangeable for or convertible into such capital stock or other equity or voting interests, or other rights that are linked to the price or the value of the BioCan Shares;

(e) amend the terms of any of its securities;

(f) acquire (by merger, consolidation, acquisition of stock or assets or otherwise), directly or indirectly, in one transaction or in a series of related transactions, assets, securities, properties, interests or businesses or make any investment either by the purchase of securities, contribution of capital, property transfer, or purchase of any other property or assets of any other Person, or acquire any license rights, other than pursuant to a Contract;

(g) sell, lease, transfer, license, mortgage, or otherwise dispose of any of its assets which in the aggregate exceed $100,000 or inventory sold in the Ordinary Course;

(h) enter into any joint venture or similar agreement, arrangement or relationship;

(i) make any capital expenditure or commitment to do so which individually or in the aggregate exceeds $100,000;

(j) prepay any long-term indebtedness before its scheduled maturity or increase, create, incur, assume or otherwise become liable for any indebtedness for borrowed money or guarantees thereof;

(k) make any loan or advance to, or any capital contribution or investment in, or assume, guarantee or otherwise become liable with respect to the liabilities or obligations of any Person;

(l) reduce the stated capital of any of its securities;

(m) reorganize, amalgamate, merge or adopt a plan of liquidation or resolution providing for the liquidation or dissolution of BioCan;

(n) grant any Lien (other than Permitted Liens) on any assets of BioCan;

(o) (i) make or rescind any material Tax election, amend, in any manner adverse to BioCan, any Tax Return, settle or compromise any material liability for Taxes or change or revoke any of its methods of Tax accounting, or (ii) take any action with respect to the computation of Taxes or the preparation of Tax Returns that is in any material respect inconsistent with past practice;

(p) enter into any interest rate, currency, equity or commodity swaps, hedges, derivatives, forward sales contracts or similar financial instruments;

(q) make any bonus or profit sharing distribution or similar payment of any kind;

(r) make any change in BioCan's methods of accounting, except as required by concurrent changes in GAAP or as required by a Governmental Entity;

(s) grant any general increase in the rate of wages, salaries, bonuses or other remuneration of any employees;

(t) (i) increase any severance, change of control or termination pay (or improvements to notice or pay in lieu of notice) to (or amend any existing arrangement with) any current or former BioCan Employee or any current or former director of BioCan; (ii) increase the benefits payable under any existing severance or termination pay policies with any current or former BioCan Employee or any current or former director of BioCan; (iii) increase the benefits payable under any employment agreements with any current or former BioCan Employee or any current or former director of BioCan; (iv) enter into any employment, deferred compensation or other similar agreement (or amend any such existing agreement) with any current or former BioCan Employee or any current or former director of BioCan; (v) increase compensation, bonus levels or other benefits payable to any current or former BioCan Employee or any current or former director of BioCan; (vi) adopt any new Employee Plan or any amendment or modification of an existing Employee Plan; (vii) increase or agree to increase, any funding obligation or accelerate, or agree to accelerate, the timing of any funding contribution under any Employee Plan; (viii) grant any equity, equity-based or similar awards; or (ix) reduce BioCan's work force except in the Ordinary Course;

(u) enter into any agreement or arrangement that limits or otherwise restricts in any material respect BioCan or any successor thereto, or that would, after the Effective Time, limit or restrict in any material respect BioCan or any of its affiliates from competing in any manner;

(v) enter into or amend any Contract with any broker, finder or investment banker;

(w) fail to comply in all respects with its internal compliance programs designed to detect and prevent violations of any applicable Laws;

(x) cancel, waive, release, assign, settle or compromise any material claims or rights of BioCan;

(y) compromise or settle any litigation, proceeding or governmental investigation relating to the assets or the business of BioCan in excess of an aggregate amount of $50,000;

(z) amend or modify, or terminate or waive any right under, any Material Contract or enter into any contract or agreement that would be a Material Contract if in effect on the date hereof;

(aa) knowingly take any action or fail to take any action which action or failure to act would result in the material loss, expiration or surrender of, or the loss of any material benefit under, or reasonably be expected to cause any Governmental

Entity to institute proceedings for the suspension, revocation or limitation of rights under, any material Authorizations necessary to conduct its businesses as now conducted or as proposed to be conducted, or fail to prosecute with commercially reasonable due diligence any pending applications to any Governmental Entities for material Authorizations;

(bb) enter into, amend or modify any union recognition agreement, Collective Agreement or similar agreement with any trade union or representative body other than in the Ordinary Course and upon reasonable consultation with the other Parties;

(cc) other than in the Ordinary Course, amend, modify or terminate any material insurance policy of BioCan in effect on the date of this Agreement;

(dd) abandon or fail to diligently pursue any application for any material licences, permits, Authorizations or registrations;

(ee) grant or commit to grant an exclusive licence or otherwise transfer any Intellectual Property or exclusive rights in or in respect thereto that is material to BioCan, other than in the Ordinary Course;

(ff) materially change its business or regulatory strategy; or

(gg) authorize, agree, resolve or otherwise commit, whether or not in writing, to do any of the foregoing.

Section 4.2 Conduct of Business of Makena

(1) Makena covenants and agrees that, during the period from the date of this Agreement until the earlier of the Effective Time and the time that this Agreement is terminated in accordance with its terms, except: (a) with the prior written consent of BioCan and Epimeron not to be unreasonably withheld; (b) as required or permitted by this Agreement; or (c) as expressly contemplated by the Makena Disclosure Letter, it shall comply with all applicable Laws in all material respects, which are applicable to Makena's business, affairs and operations, conduct business in the Ordinary Course and in accordance with Laws and use commercially reasonable efforts to maintain and preserve its business organization, properties, employees, goodwill and business relationships with customers, suppliers, partners and other Persons with which it has material business relations.

(2) Makena covenants and agrees that it shall periodically review and update its internal compliance program to account for any changes in Laws applicable to its business, affairs or operations.

(3) Without limiting the generality of Section 4.2(1), Makena covenants and agrees that, during the period from the date of this Agreement until the earlier of the Effective Time and the time that this Agreement is terminated in accordance with its terms, Makena shall use commercially reasonable efforts to maintain and preserve its and the Makena Subsidiaries' business organization, properties, employees, goodwill and business relationships with customers, suppliers, partners and other Persons with which Makena

or either of the Makena Subsidiaries has material business relations, and shall not, directly or indirectly:

(a) amend its Constating Documents or similar organizational documents;

(b) split, combine or reclassify any shares of its capital stock or declare, set aside or pay any dividend or other distribution (whether in cash, stock or property or any combination thereof) or amend any term of any outstanding debt security;

(c) redeem, repurchase, or otherwise acquire or offer to redeem, repurchase or otherwise acquire any shares of its capital stock;

(d) other than pursuant to the Private Placement, issue, deliver, sell, pledge or otherwise encumber, or authorize the issuance, delivery, sale, pledge or other encumbrance of any shares of its capital stock or other equity or voting interests, or any options, warrants or similar rights exercisable or exchangeable for or convertible into such capital stock or other equity or voting interests, or other rights that are linked to the price or the value of the Makena Shares;

(e) amend the terms of any of its securities;

(f) acquire (by merger, consolidation, acquisition of stock or assets or otherwise), directly or indirectly, in one transaction or in a series of related transactions, assets, securities, properties, interests or businesses or make any investment either by the purchase of securities, contribution of capital, property transfer, or purchase of any other property or assets of any other Person, or acquire any license rights, other than pursuant to a Contract;

(g) except as set forth in Schedule 4.2(3)(g) of the Makena Disclosure Letter, sell, lease, transfer, license, mortgage, or otherwise dispose of any of its assets which in the aggregate exceed $25,000;

(h) enter into any joint venture or similar agreement, arrangement or relationship;

(i) make any capital expenditure or commitment to do so which individually or in the aggregate exceeds $25,000;

(j) prepay any long-term indebtedness before its scheduled maturity or increase, create, incur, assume or otherwise become liable for any indebtedness for borrowed money or guarantees thereof;

(k) make any loan or advance to, or any capital contribution or investment in, or assume, guarantee or otherwise become liable with respect to the liabilities or obligations of any Person;

(l) reduce the stated capital of any of its securities;

(m) reorganize, amalgamate, merge or adopt a plan of liquidation or resolution providing for the liquidation or dissolution of Makena;

(n) grant any Lien (other than Permitted Liens) on any assets of Makena;

(o) (i) make or rescind any material Tax election, amend, in any manner adverse to Makena, any Tax Return, settle or compromise any material liability for Taxes or change or revoke any of its methods of Tax accounting, or (ii) take any action with respect to the computation of Taxes or the preparation of Tax Returns that is in any material respect inconsistent with past practice;

(p) enter into any interest rate, currency, equity or commodity swaps, hedges, derivatives, forward sales contracts or similar financial instruments;

(q) make any bonus or profit sharing distribution or similar payment of any kind;

(r) make any change in the Makena's methods of accounting, except as required by concurrent changes in GAAP or as required by a Governmental Entity;

(s) grant any general increase in the rate of wages, salaries, bonuses or other remuneration of any employees;

(t) (i) increase any severance, change of control or termination pay (or improvements to notice or pay in lieu of notice) to (or amend any existing arrangement with) any current or former Makena Employee or any current or former director of Makena; (ii) increase the benefits payable under any existing severance or termination pay policies with any current or former Makena Employee or any current or former director of Makena; (iii) increase the benefits payable under any employment agreements with any current or former Makena Employee or any current or former director of Makena; (iv) enter into any employment, deferred compensation or other similar agreement (or amend any such existing agreement) with any current or former Makena Employee or any current or former director of Makena; (v) increase compensation, bonus levels or other benefits payable to any current or former Makena Employee or any current or former director of the Makena; (vi) adopt any new Employee Plan or any amendment or modification of an existing Employee Plan; (vii) increase or agree to increase, any funding obligation or accelerate, or agree to accelerate, the timing of any funding contribution under any Employee Plan; (viii) grant any equity, equity-based or similar awards; or (ix) reduce Makena's work force except in the Ordinary Course;

(u) enter into any agreement or arrangement that limits or otherwise restricts in any material respect Makena or any successor thereto, or that would, after the Effective Time, limit or restrict in any material respect Makena or any of its affiliates from competing in any manner;

(v) other than pursuant to the Private Placement, enter into or amend any Contract with any broker, finder or investment banker;

(w) fail to comply in all respects with its internal compliance programs designed to detect and prevent violations of any applicable Laws;

(x) compromise or settle any litigation, proceeding or governmental investigation relating to the assets or the business of Makena in excess of an aggregate amount of $25,000;

(y) except as set forth in Schedule 4.2(3)(y) of the Makena Disclosure Letter, amend or modify, or terminate or waive any right under, any Material Contract or enter into any contract or agreement that would be a Material Contract if in effect on the date hereof;

(z) knowingly take any action or fail to take any action which action or failure to act would result in the material loss, expiration or surrender of, or the loss of any material benefit under, or reasonably be expected to cause any Governmental Entity to institute proceedings for the suspension, revocation or limitation of rights under, any material Authorizations necessary to conduct its businesses as now conducted or as proposed to be conducted, or fail to prosecute with commercially reasonable due diligence any pending applications to any Governmental Entities for material Authorizations;

(aa) enter into, amend or modify any union recognition agreement, Collective Agreement or similar agreement with any trade union or representative body;

(bb) amend, modify or terminate any material insurance policy of Makena in effect on the date of this Agreement;

(cc) except as set forth in Schedule 4.2(3)(dd) of the Makena Disclosure Letter, abandon or fail to diligently pursue any application for any material licences, permits, Authorizations or registrations;

(dd) grant or commit to grant an exclusive licence or otherwise transfer any Intellectual Property or exclusive rights in or in respect thereto that is material to Makena, other than in the Ordinary Course;

(ee) materially change its business or regulatory strategy; or

(ff) authorize, agree, resolve or otherwise commit, whether or not in writing, to do any of the foregoing.

Section 4.3 Conduct of Business of Epimeron

(1) Epimeron covenants and agrees that, during the period from the date of this Agreement until the earlier of the Effective Time and the time that this Agreement is terminated in accordance with its terms, except: (a) with the prior written consent of Makena and BioCan not to be unreasonably withheld; (b) as required or permitted by this Agreement; or (c) as expressly contemplated by the Epimeron Disclosure Letter, it shall comply with all applicable Laws in all material respects, including, to the extent applicable, relating to cannabis, which are applicable to Epimeron's business, affairs and operations, conduct business in the Ordinary Course and in accordance with Laws and use commercially reasonable efforts to maintain and preserve its business organization, Assets, employees, goodwill and business relationships with customers, suppliers, partners and other Persons with which it has material business relations.

(2) Epimeron covenants and agrees that it shall periodically review and update its internal compliance program to account for any changes in Laws applicable to its business, affairs or operations.

(3) Without limiting the generality of Section 4.3(1), Epimeron covenants and agrees that, during the period from the date of this Agreement until the earlier of the Effective Time and the time that this Agreement is terminated in accordance with its terms, Epimeron shall use commercially reasonable efforts to maintain and preserve its business organization, properties, employees, goodwill and business relationships with customers, suppliers, partners and other Persons with which Epimeron has material business relations, and shall not, directly or indirectly:

(a) except in connection with the Arrangement, amend its Constating Documents or similar organizational documents;

(b) split, combine or reclassify any shares of its capital stock or declare, set aside or pay any dividend or other distribution (whether in cash, stock or property or any combination thereof) or amend any term of any outstanding debt security;

(c) except as contemplated by the Epimeron Option Termination Agreements, redeem, repurchase, or otherwise acquire or offer to redeem, repurchase or otherwise acquire any shares of its capital stock;

(d) issue, deliver, sell, pledge or otherwise encumber, or authorize the issuance, delivery, sale, pledge or other encumbrance of any shares of its capital stock or other equity or voting interests, or any options, warrants or similar rights exercisable or exchangeable for or convertible into such capital stock or other equity or voting interests, or other rights that are linked to the price or the value of the Epimeron Shares;

(e) amend the terms of any of its securities (other than to accelerate the vesting of any unvested Epimeron Options, if any, in connection with the Arrangement);

(f) acquire (by merger, consolidation, acquisition of stock or assets or otherwise), directly or indirectly, in one transaction or in a series of related transactions, assets, securities, properties, interests or businesses or make any investment either by the purchase of securities, contribution of capital, property transfer, or purchase of any other property or assets of any other Person, or acquire any license rights, other than pursuant to a Contract;

(g) sell, lease, transfer, license, mortgage, or otherwise dispose of any of its assets which in the aggregate exceed $100,000 or inventory sold in the Ordinary Course;

(h) enter into any joint venture or similar agreement, arrangement or relationship;

(i) make any capital expenditure or commitment to do so which individually or in the aggregate exceeds $100,000;

(j) prepay any long-term indebtedness before its scheduled maturity or increase, create, incur, assume or otherwise become liable for any indebtedness for borrowed money or guarantees thereof;

(k) make any loan or advance to, or any capital contribution or investment in, or assume, guarantee or otherwise become liable with respect to the liabilities or obligations of any Person;

(l) reduce the stated capital of any of its securities;

(m) reorganize, amalgamate, merge or adopt a plan of liquidation or resolution providing for the liquidation or dissolution of Epimeron;

(n) grant any Lien (other than Permitted Liens) on any assets of Epimeron;

(o) (i) make or rescind any material Tax election, amend, in any manner adverse to Epimeron, any Tax Return, settle or compromise any material liability for Taxes or change or revoke any of its methods of Tax accounting, or (ii) take any action with respect to the computation of Taxes or the preparation of Tax Returns that is in any material respect inconsistent with past practice;

(p) enter into any interest rate, currency, equity or commodity swaps, hedges, derivatives, forward sales contracts or similar financial instruments;

(q) make any bonus or profit sharing distribution or similar payment of any kind;

(r) make any change in Epimeron's methods of accounting, except as required by concurrent changes in GAAP or as required by a Governmental Entity;

(s) grant any general increase in the rate of wages, salaries, bonuses or other remuneration of any employees;

(t) (i) increase any severance, change of control or termination pay (or improvements to notice or pay in lieu of notice) to (or amend any existing arrangement with) any current or former Epimeron Employee or any current or former director of Epimeron; (ii) increase the benefits payable under any existing severance or termination pay policies with any current or former Epimeron Employee or any current or former director of Epimeron; (iii) increase the benefits payable under any employment agreements with any current or former Epimeron Employee or any current or former director of Epimeron; (iv) enter into any employment, deferred compensation or other similar agreement (or amend any such existing agreement) with any current or former Epimeron Employee or any current or former director of Epimeron; (v) increase compensation, bonus levels or other benefits payable to any current or former employee or any current or former director of Epimeron; (vi) adopt any new Employee Plan or any amendment or modification of an existing Employee Plan; (vii) increase or agree to increase, any funding obligation or accelerate, or agree to accelerate, the timing of any funding contribution under any Employee Plan; (viii) grant any equity, equity-based or similar awards; or (ix) reduce Epimeron's work force except in the Ordinary Course;

(u) enter into any agreement or arrangement that limits or otherwise restricts in any material respect Epimeron, or any successor thereto, or that would, after the Effective Time, limit or restrict in any material respect Epimeron or any of its affiliates from competing in any manner;

(v) enter into or amend any Contract with any broker, finder or investment banker;

(w) fail to comply in all respects with its internal compliance programs designed to detect and prevent violations of any applicable Laws;

(x) cancel, waive, release, assign, settle or compromise any material claims or rights of Epimeron;

(y) compromise or settle any litigation, proceeding or governmental investigation relating to the assets or the business of Epimeron in excess of an aggregate amount of $50,000;

(z) amend or modify, or terminate or waive any right under, any Material Contract or enter into any contract or agreement that would be a Material Contract if in effect on the date hereof;

(aa) knowingly take any action or fail to take any action which action or failure to act would result in the material loss, expiration or surrender of, or the loss of any material benefit under, or reasonably be expected to cause any Governmental Entity to institute proceedings for the suspension, revocation or limitation of rights under, any material Authorizations necessary to conduct its businesses as now conducted or as proposed to be conducted, or fail to prosecute with commercially reasonable due diligence any pending applications to any Governmental Entities for material Authorizations;

(bb) enter into, amend or modify any union recognition agreement, Collective Agreement or similar agreement with any trade union or representative body other than in the Ordinary Course and upon reasonable consultation with the other Parties;

(cc) other than in the Ordinary Course, amend, modify or terminate any material insurance policy of Epimeron in effect on the date of this Agreement;

(dd) abandon or fail to diligently pursue any application for any material licences, permits, Authorizations or registrations;

(ee) grant or commit to grant an exclusive licence or otherwise transfer any Intellectual Property or exclusive rights in or in respect thereto that is material to Epimeron, other than in the Ordinary Course;

(ff) materially change its business or regulatory strategy; or

(gg) authorize, agree, resolve or otherwise commit, whether or not in writing, to do any of the foregoing.

Section 4.4 Covenants Regarding the Arrangement

(1) Subject to Section 4.5, each of BioCan, Makena and Epimeron shall use its commercially reasonable efforts to take, or cause to be taken, all actions and to do or cause to be done all things required or advisable under Law to consummate and make effective, as soon as reasonably practicable, the Arrangement, including:

(a) using commercially reasonable efforts to satisfy, or cause the satisfaction of, all conditions precedent in this Agreement and take all steps set forth in the Interim Order and Final Order applicable to it and comply promptly with all requirements imposed by Law on it with respect to this Agreement or the Arrangement;

(b) using commercially reasonable efforts to obtain, as soon as practicable following execution of this Agreement, and maintain all third party or other consents, waivers, permits, exemptions, orders, approvals, agreements, amendments or confirmations that are (i) necessary to be obtained under the Material Contracts in connection with the Arrangement or this Agreement, or (ii) required in order to maintain the Material Contracts in full force and effect following the Effective Time, in each case, on terms that are mutually satisfactory to the Parties, acting reasonably;

(c) using commercially reasonable efforts to oppose, lift or rescind any injunction, restraining or other order, decree or ruling seeking to restrain, enjoin or otherwise prohibit or delay or otherwise adversely affect the consummation of the Arrangement and defend, or cause to be defended, any proceedings to which it is a party or brought against it or its directors or officers challenging the Arrangement or this Agreement; and

(d) not taking any action, or refrain from taking any commercially reasonable action, or permitting any action to be taken or not taken, which would reasonably be expected to prevent, materially delay or otherwise impede the consummation of the Arrangement.

(2) Makena shall use commercial reasonable efforts to cause the resignation of its directors and officers effective at the Effective Time and to secure mutual releases from each such director and officer, in a form satisfactory to the Parties, each acting reasonably, in favour of BioCan, Epimeron and Makena.

(3) In respect of the Private Placement, the Parties will take all such commercially reasonably efforts to expeditiously pursue the satisfaction of all conditions to the completion, and the closing of, the Private Placement;

(4) Makena will take all such commercially reasonable efforts to expeditiously pursue the disposition of all Assets set forth in Schedule 4.4(4) of the Makena Disclosure Letter;

(5) The Parties shall cooperate and use commercial reasonable efforts to obtain and maintain in force the Exchange Approval for listing of the Makena Shares issuable pursuant to the Arrangement as of the Effective Date.

(6) Each of BioCan, Makena and Epimeron shall promptly notify the other Parties of:

(a) any Material Adverse Effect with respect to BioCan, Makena or Epimeron, as applicable;

(b) any notice or other communication from any Person alleging that the consent (or waiver, permit, exemption, order, approval, agreement, amendment or confirmation) of such Person is required in connection with this Agreement;

(c) any notice or other communication from any Person to the effect that such Person is terminating or otherwise materially adversely modifying its relationship with BioCan, Makena or Epimeron, as applicable, as a result of this Agreement;

(d) any notice or other communication from any Governmental Entity in connection with this Agreement (and shall contemporaneously provide a copy of any such written notice or communication to the other Parties); or

(e) any filing, actions, suits, claims, investigations or proceedings commenced or, to its knowledge, threatened against, relating to or involving or otherwise affecting BioCan, Makena or Epimeron, as applicable.

(7) Each of the Parties will, in all material respects, conduct itself so as to keep the other Parties fully informed as to the material decisions required to be made or actions required to be taken with respect to the operation of their business, provided that such disclosure is not otherwise prohibited by reason of confidentiality obligation owed to a third party for which a waiver could not be obtained.

Section 4.5 Regulatory Approvals

(1) As soon as reasonably practicable after the date hereof, each Party, or where appropriate, the Parties jointly, shall make all notifications, filings, applications and submissions with Governmental Entities required or advisable, and shall use commercially reasonable efforts to obtain and maintain such Regulatory Approvals reasonably deemed by any of the Parties to be necessary to discharge their respective obligations under this Agreement or otherwise advisable under Laws in connection with this Agreement.

(2) The Parties shall cooperate with one another in connection with obtaining the Regulatory Approvals required or desirable in connection herewith including by providing or submitting on a timely basis all documentation and information that is required, or in the opinion of BioCan, advisable, in connection with obtaining the Regulatory Approvals and using their commercially reasonable efforts to ensure that such information does not contain a Misrepresentation.

(3) If any objections are asserted with respect to the Arrangement under any Law, or if any proceeding is instituted or threatened by any Governmental Entity challenging or which could lead to a challenge of the Arrangement as not in compliance with Law, the Parties shall use their commercially reasonable efforts consistent with the terms of this Agreement to resolve such proceeding prior to the Effective Date.

Section 4.6 Access to Information; Confidentiality

(1) Each Party shall give the other Parties and their respective Representatives (a) upon reasonable notice, reasonable access during normal business hours to its (i) premises, (ii) property and assets (including all books and records, whether retained internally or otherwise), (iii) Contracts and leases, and (iv) senior personnel, so long as the access does not unduly interfere with the Ordinary Course conduct of the business of the disclosing Party; and (b) such financial and operating data or other information with respect to the assets or business of disclosing Party as the other Parties from time to time reasonably requests. Without limiting the foregoing, and subject to the terms of any

existing Contracts, each Party shall, upon request of the other Parties, facilitate discussions between the inquiring Party and any third party from whom consent may be required.

(2) Investigations made by or on behalf of the Parties, whether under this Section 4.6 or otherwise, will not waive, diminish the scope of, or otherwise affect any representation or warranty made by the Parties in this Agreement.

(3) The Parties acknowledge that the Confidentiality Agreements continue to apply and that any information provided under Section 4.6(1) above that is non-public and/or proprietary in nature shall be subject to the terms of the Confidentiality Agreements.

Section 4.7 Notice and Cure Provisions

(1) Each Party shall promptly notify the other Parties of the occurrence, or failure to occur, of any event or state of facts which occurrence or failure would, or would be reasonably likely to:

(a) cause any of the representations or warranties of such Party contained in this Agreement to be untrue or inaccurate in any material respect at any time from the date of this Agreement to the Effective Time; or

(b) result in the failure to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by such Party under this Agreement.

(2) Notification provided under this Section 4.7 will not affect the representations, warranties, covenants, agreements or obligations of the Parties (or remedies with respect thereto) or the conditions to the obligations of the Parties under this Agreement.

(3) BioCan may not elect to exercise its right to terminate this Agreement pursuant to Section 7.2(1)(c)(i) or Section 7.2(1)(c)(ii), Makena may not elect to exercise its rights to terminate this Agreement pursuant to Section 7.2(1)(d)(i) or Section 7.2(1)(d)(ii) and Epimeron may not elect to exercise its rights to terminate this Agreement pursuant to Section 7.2(1)(e)(i) or Section 7.2(1)(e)(ii), unless the Party seeking to terminate the Agreement (the "**Terminating Party**") has delivered a written notice ("**Termination Notice**") to the offending Party (the "**Breaching Party**") specifying in reasonable detail all breaches of covenants, or incorrect representations and warranties or other matters which the Terminating Party asserts as the basis for termination. After delivering a Termination Notice, provided the Breaching Party is proceeding diligently to cure such matter and such matter is capable of being cured prior to the Outside Date (with any intentional breach being deemed to be incurable), the Terminating Party may not exercise such termination right until the earlier of (a) the Outside Date, and (b) if such matter has not been cured by the date that is 10 Business Days following receipt of such Termination Notice by the Breaching Party.

Section 4.8 Board and Management

Contemporaneously with the Effective Time, the current directors and officers of Makena shall resign and the following individuals shall be appointed as directors and officers of Makena: Trevor Peters (President, Chief Executive Officer and a director); Travis Doupe (Chief Financial Officer); Dr. Peter Facchini (Chief Scientific Officer); Jerry Ericsson (Vice President, Operations); Dr. Jillian Hagel (Vice President, Applied Science); Dr. Mathias Schuetz (Vice President, Research and Development); Sanjib Gill (Corporate Secretary); Dr. Joseph Tucker (Executive Chairman); Dr. Peter Seufer-Wasserthal (director); Sadiq H. Lalani (director); Donald Archibald (director); Dr. Fotis Kalantzis (director); and Al Foreman (director).

ARTICLE 5
ADDITIONAL COVENANTS REGARDING NON-SOLICITATION

Section 5.1 Non-Solicitation

(1) Except as expressly provided in this Article 5, each of the Parties shall not, directly or indirectly, through any officer, director, employee, representative (including any financial or other adviser) or agent of another Party (collectively "**Representatives**"), or otherwise, and shall not permit any such Person to:

(a) solicit, assist, initiate, encourage or otherwise facilitate, (including by way of furnishing or providing copies of, access to, or disclosure of, any confidential information, properties, facilities, books or records of such Party or entering into any form of agreement, arrangement or understanding) any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to, an Acquisition Proposal;

(b) enter into or otherwise engage or participate in any discussions or negotiations with any Person (other than another Party) regarding any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to, an Acquisition Proposal; or

(c) make a change to the recommendations of the Makena Board, BioCan Board and the Epimeron Board in respect of the Arrangement.

(2) Each Party shall, and shall cause its Representatives to, immediately cease and terminate, and cause to be terminated, any solicitation, encouragement, discussion, negotiations, or other activities commenced prior to the date of this Agreement with any Person (other than another Party) with respect to any inquiry, proposal or offer that constitutes, or may reasonably be expected to constitute or lead to, an Acquisition Proposal, and in connection therewith each Party shall, within two Business Days of the date hereof, to the extent it is permitted to do so, request, and exercise all rights it has to require (a) the return or destruction of all copies of any confidential information regarding such Party provided to any such Person other than another Party; and (b) the destruction of all material including or incorporating or otherwise reflecting such confidential information regarding such Party, to the extent that such information has not previously been returned or destroyed, using its commercially reasonable efforts to ensure that such requests are fully complied with in accordance with the terms of such rights or entitlements.

(3) Each Party represents and warrants that it has not waived any confidentiality, standstill or similar agreement or restriction to which it is a party relating to an Acquisition Proposal, and covenants and agrees that: (a) it shall take all necessary action to enforce each confidentiality, standstill, use, business purpose or similar agreement or restriction to which it is a party; and (b) neither it nor any of its Representatives will, without the prior written consent of the other Parties (which may be withheld or delayed in another

Party's sole and absolute discretion), release any Person from, or waive, amend, suspend or otherwise modify such Person's obligations respecting such Party, under any confidentiality, standstill, use, business purpose or similar agreement or restriction to which it is a party, it being acknowledged and agreed that the automatic termination of any standstill provisions of any such agreement or restriction as a result of entering into an announcement of this Agreement by such Party pursuant to the express terms of any such agreement or restriction, shall not be a violation of this Section 5.1.

Section 5.2 Breach by Subsidiaries and Representatives

Without limiting the generality of the foregoing, each Party shall advise its subsidiaries and their respective Representatives of the prohibitions set forth in this Article 5 and any violation of the restrictions set forth in this Article 5 by a Party, its subsidiaries or their respective Representatives is deemed to be a breach of this Article 5 by such Party.

ARTICLE 6
CONDITIONS

Section 6.1 Mutual Conditions Precedent

The Parties are not required to complete the Arrangement unless each of the following conditions is satisfied, which conditions may only be waived, in whole or in part, by the mutual consent of each of the Parties:

(1) the Makena Written Resolution has been executed by the requisite number of Makena Shareholders;

(2) the BioCan Resolutions have each been approved and adopted by the BioCan Shareholders at the BioCan Meeting;

(3) the Epimeron Written Resolution has been executed by the Epimeron Shareholders;

(4) the Interim Order and the Final Order have each been obtained on terms consistent with this Agreement, and have not been set aside or modified in a manner unacceptable to the Parties, each acting reasonably, on appeal or otherwise;

(5) the Articles of Continuance to be filed with the Registrar in connection with this Agreement shall be in form and substance satisfactory to each of BioCan, Epimeron and Makena, acting reasonably, and the Articles of Continuance shall have been filed with the Registrar and the BioCan Continuance shall have been completed;

(6) the Private Placement shall have been completed for minimum gross proceeds to Makena of no less than $28.5 million;

(7) Makena shall have completed the disposition of all Assets set forth in Schedule 4.2(3)(g) of the Makena Disclosure Letter;

(8) the Exchange Approval shall have been obtained; and

(9) no Law is in effect that makes the consummation of the Arrangement illegal or otherwise prohibits or enjoins BioCan, Makena or Epimeron from consummating the Arrangement.

Section 6.2 Conditions Precedent to the Obligations of BioCan

BioCan is not required to complete the Arrangement unless each of the following conditions is satisfied, which conditions are for the exclusive benefit of BioCan and may only be waived, in whole or in part, by BioCan, in its sole discretion:

(1) **Representations and Warranties**. The representations and warranties of Makena and Epimeron made in or pursuant to this Agreement shall be true and correct in all material respects as of the date of this Agreement and as of the Effective Time (except to the extent that such representations and warranties speak as of an earlier date, in which event such representations and warranties shall be true and correct in all material respects as of such earlier date) except for those representations and warranties that are qualified by the expression "material", "material adverse change" or "Material Adverse Effect", which shall be true and correct as of the date of this Agreement and as of the Effective Time (except to the extent that such representations and warranties speak as of an earlier date, in which event such representations and warranties shall be true and correct as of such earlier date).

(2) **Performance of Covenants**. Makena and Epimeron have fulfilled or complied in all material respects with each of the covenants of Makena and Epimeron, as applicable, contained in this Agreement to be fulfilled or complied with by them on or prior to the Effective Time.

(3) **No Legal Action**. There is no action or proceeding (whether, for greater certainty, by a Governmental Entity or any other Person other than BioCan) pending or threatened in any jurisdiction to:

(a) cease trade, enjoin, prohibit, or impose any limitations, damages or conditions on, the BioCan Shareholder's ability to acquire, hold, or exercise full rights of ownership over, any Makena Shares, including the right to vote the Makena Shares;

(b) prohibit or restrict the Arrangement, or the ownership or operation by BioCan of a material portion of the business or assets of BioCan, or compel BioCan to dispose of or hold separate any material portion of the business or assets of BioCan as a result of the Arrangement; or

(c) prevent or materially delay the consummation of the Arrangement, or if the Arrangement is consummated, have a Material Adverse Effect.

(4) **Approvals**. All Regulatory Approvals and all other third party consents, waivers, permits, orders and approvals that are necessary, proper or advisable to consummate the Arrangement and the failure of which to obtain individually or in the aggregate, would be reasonably expected to have a Material Adverse Effect, shall have been obtained or received on terms that are acceptable to BioCan, acting reasonably.

(5) **Mutual Releases**. Each of the directors and officers of Makena shall have provided his resignation and each such director and officer shall have delivered a mutual release in favour of BioCan, Epimeron and Makena, in a form satisfactory to BioCan and Epimeron, acting reasonably.

(6) **Board and Management.** At the Effective Time, the current directors and officers of Makena shall have resigned and the following individuals shall have been appointed as directors and officers of Makena: Trevor Peters (President, Chief Executive Officer and a director); Travis Doupe (Chief Financial Officer); Dr. Peter Facchini (Chief Scientific Officer); Jerry Ericsson (Vice President, Operations); Dr. Jillian Hagel (Vice President, Applied Science); Dr. Mathias Schuetz (Vice President, Research and Development); Sanjib Gill (Corporate Secretary); Dr. Joseph Tucker (Executive Chairman); Dr. Peter Seufer-Wasserthal (director); Sadiq H. Lalani (director); Donald Archibald (director); Dr. Fotis Kalantzis (director); and Al Foreman (director).

(7) **Material Adverse Effect**. Since the date of this Agreement, there shall have not occurred and be continuing a Material Adverse Effect with respect to Makena or Epimeron.

Section 6.3 Conditions Precedent to the Obligations of Makena

Makena is not required to complete the Arrangement unless each of the following conditions is satisfied, which conditions are for the exclusive benefit of Makena and may only be waived, in whole or in part, by Makena, in its sole discretion:

(1) **Representations and Warranties**. The representations and warranties of BioCan and Epimeron made in or pursuant to this Agreement shall be true and correct in all material respects as of the date of this Agreement and as of the Effective Time (except to the extent that such representations and warranties speak as of an earlier date, in which event such representations and warranties shall be true and correct in all material respects as of such earlier date) except for those representations and warranties that are qualified by the expression "material", "material adverse change" or "Material Adverse Effect", which shall be true and correct as of the date of this Agreement and as of the Effective Time (except to the extent that such representations and warranties speak as of an earlier date, in which event such representations and warranties shall be true and correct as of such earlier date).

(2) **Performance of Covenants**. BioCan and Epimeron have fulfilled or complied in all material respects with each of the covenants of BioCan and Epimeron, as applicable, contained in this Agreement to be fulfilled or complied with by them on or prior to the Effective Time.

(3) **No Legal Action**. There is no action or proceeding (whether, for greater certainty, by a Governmental Entity or any other Person other than Makena or the Makena Subsidiaries) pending or threatened in any jurisdiction to:

(a) prohibit or restrict the Arrangement, or the ownership or operation by Makena of a material portion of the business or assets of Makena, or compel Makena to dispose of or hold separate any material portion of the business or assets of Makena as a result of the Arrangement; or

(b) prevent or materially delay the consummation of the Arrangement, or if the Arrangement is consummated, have a Material Adverse Effect.

(4) **Approvals**. All Regulatory Approvals and all other third party consents, waivers, permits, orders and approvals that are necessary, proper or advisable to consummate the

Arrangement and the failure of which to obtain individually or in the aggregate, would be reasonably expected to have a Material Adverse Effect, shall have been obtained or received on terms that are acceptable to Makena, acting reasonably.

(5) **Dissent Rights**. BioCan Shareholders holding not more than 5.0% of the BioCan Shares then outstanding shall have validly exercised, and not withdrawn, Dissent Rights, and BioCan shall have provided to Makena and Epimeron a certificate of a senior officer certifying (without personal liability) such facts on the Effective Date with respect to BioCan.

(6) **Material Adverse Effect**. Since the date of this Agreement, there shall have not occurred and be continuing a Material Adverse Effect with respect to BioCan or Epimeron.

Section 6.4 Conditions Precedent to the Obligations of Epimeron

Epimeron is not required to complete the Arrangement unless each of the following conditions is satisfied, which conditions are for the exclusive benefit of Epimeron and may only be waived, in whole or in part, by Epimeron, in its sole discretion:

(1) **Representations and Warranties**. The representations and warranties of BioCan and Makena made in or pursuant to this Agreement shall be true and correct in all material respects as of the date of this Agreement and as of the Effective Time (except to the extent that such representations and warranties speak as of an earlier date, in which event such representations and warranties shall be true and correct in all material respects as of such earlier date) except for those representations and warranties that are qualified by the expression "material", "material adverse change" or "Material Adverse Effect", which shall be true and correct as of the date of this Agreement and as of the Effective Time (except to the extent that such representations and warranties speak as of an earlier date, in which event such representations and warranties shall be true and correct as of such earlier date).

(2) **Performance of Covenants**. BioCan and Makena have fulfilled or complied in all material respects with each of the covenants of BioCan and Makena, as applicable, contained in this Agreement to be fulfilled or complied with by them on or prior to the Effective Time.

(3) **No Legal Action**. There is no action or proceeding (whether, for greater certainty, by a Governmental Entity or any other Person other than Epimeron) pending or threatened in any jurisdiction to:

(a) prohibit or restrict the Arrangement, or the ownership or operation by Epimeron of a material portion of the business or assets of Epimeron, or compel Epimeron to dispose of or hold separate any material portion of the business or assets of Epimeron as a result of the Arrangement; or

(b) prevent or materially delay the consummation of the Arrangement, or if the Arrangement is consummated, have a Material Adverse Effect.

(4) **Approvals**. All Regulatory Approvals and all other third party consents, waivers, permits, orders and approvals that are necessary, proper or advisable to consummate the

Arrangement and the failure of which to obtain individually or in the aggregate, would be reasonably expected to have a Material Adverse Effect, shall have been obtained or received on terms that are acceptable to Epimeron, acting reasonably.

(5) **Mutual Releases**. Each of the directors and officers of Makena shall have provided his resignation and each such director and officer shall have delivered a mutual release in favour of BioCan, Epimeron and Makena, in a form satisfactory to BioCan and Epimeron, acting reasonably.

(6) **Board and Management.** At the Effective Time, the current directors and officers of Makena shall have resigned and the following individuals shall have been appointed as directors and officers of Makena: Trevor Peters (President, Chief Executive Officer and a director); Travis Doupe (Chief Financial Officer); Dr. Peter Facchini (Chief Scientific Officer); Jerry Ericsson (Vice President, Operations); Dr. Jillian Hagel (Vice President, Applied Science); Dr. Mathias Schuetz (Vice President, Research and Development); Sanjib Gill (Corporate Secretary); Dr. Joseph Tucker (Executive Chairman); Dr. Peter Seufer-Wasserthal (director); Sadiq H. Lalani (director); Donald Archibald (director); Dr. Fotis Kalantzis (director); and Al Foreman (director).

(7) **Dissent Rights**. BioCan Shareholders holding not more than 5.0% of the BioCan Shares then outstanding shall have validly exercised, and not withdrawn, Dissent Rights, and BioCan shall have provided to Epimeron and Makena a certificate of a senior officer certifying (without personal liability) such facts on the Effective Date with respect to BioCan.

(8) **Material Adverse Effect**. Since the date of this Agreement, there shall have not occurred and be continuing a Material Adverse Effect with respect to BioCan or Makena.

ARTICLE 7
TERM AND TERMINATION

Section 7.1 Term

This Agreement shall be effective from the date hereof until the earlier of the Effective Date and the termination of this Agreement in accordance with its terms.

Section 7.2 Termination

(1) This Agreement may be terminated prior to the Effective Time by:

(a) the mutual written agreement of the Parties; or

(b) any of BioCan, Makena or Epimeron if:

(i) the BioCan Arrangement Resolution is not obtained at the BioCan Meeting in accordance with the Interim Order or the BioCan Continuance Resolution is not obtained at the BioCan Meeting, provided that a Party may not terminate this Agreement pursuant to this Section if the failure to obtain the BioCan Arrangement Resolution approval or the BioCan Continuance Resolution approval, as applicable, has been caused by, or is a result of, a breach by such Party of any of its representations or warranties or the failure of such Party to perform any of its covenants or agreements under this Agreement;

(ii) the Makena Written Resolution is not executed by the requisite number of Makena Shareholders, provided that a Party may not terminate this Agreement pursuant to this Section if the failure to obtain the Makena Written Resolution has been caused by, or is a result of, a breach by such Party of any of its representations or warranties or the failure of such Party to perform any of its covenants or agreements under this Agreement;

(iii) the Epimeron Written Resolution is not executed by the Epimeron Shareholders, provided that a Party may not terminate this Agreement pursuant to this Section if the failure to obtain the Epimeron Written Resolution has been caused by, or is a result of, a breach by such Party of any of its representations or warranties or the failure of such Party to perform any of its covenants or agreements under this Agreement;

(iv) after the date of this Agreement, any Law is enacted, made, enforced or amended, as applicable, that makes the consummation of the Arrangement illegal or otherwise permanently prohibits or enjoins BioCan, Makena or Epimeron from consummating the Arrangement, and such Law has, if applicable, become final and non-appealable, provided the Party seeking to terminate this Agreement pursuant to this Section 7.2(1)(b)(vi) has used its commercially reasonable efforts to, as applicable, appeal or overturn such Law or otherwise have it lifted or rendered non-applicable in respect of the Arrangement;

(v) the Effective Time does not occur on or prior to the Outside Date, provided that a Party may not terminate this Agreement pursuant to this Section 7.2(1)(b)(v) if the failure of the Effective Time to so occur has been caused by, or is a result of, a breach by such Party of any of its representations or warranties or the failure of such Party to perform any of its covenants or agreements under this Agreement; or

(vi) any other Party breaches Article 5 in any material respect; or

(c) BioCan if:

(i) a breach of any representation or warranty or failure to perform any covenant or agreement on the part of Makena or Epimeron under this Agreement occurs that would cause any condition in Section 6.2(1) or Section 6.2(2) not to be satisfied, and such breach or failure is incapable of being cured on or prior to the Outside Date or is not cured in accordance with the terms of Section 4.7(3)); provided that BioCan is not then in breach of this Agreement so as to directly or indirectly cause any condition in Section 6.3(1), Section 6.3(2), Section 6.4(1) or Section 6.4(2) not to be satisfied; or

(ii) since the date of this Agreement, there has occurred and is continuing a Material Adverse Effect with respect to Makena or Epimeron;

(d) Makena if:

(i) a breach of any representation or warranty or failure to perform any covenant or agreement on the part of BioCan or Epimeron under this Agreement occurs that would cause any condition in Section 6.3(1) or Section 6.3(2) not to be satisfied, and such breach or failure is incapable of being cured on or prior to the Outside Date or is not cured in accordance with the terms of Section 4.7(3)); provided that Makena is not then in breach of this Agreement so as to directly or indirectly cause any condition in Section 6.2(1), Section 6.2(2), Section 6.4(1) or Section 6.4(2) not to be satisfied; or

(ii) since the date of this Agreement, there has occurred and is continuing a Material Adverse Effect with respect to BioCan or Epimeron;

(e) Epimeron if:

(i) a breach of any representation or warranty or failure to perform any covenant or agreement on the part of BioCan or Makena under this Agreement occurs that would cause any condition in Section 6.3(1) or Section 6.3(2) not to be satisfied, and such breach or failure is incapable of being cured on or prior to the Outside Date or is not cured in accordance with the terms of Section 4.7(3)); provided that Epimeron is not then in breach of this Agreement so as to directly or indirectly cause any condition in Section 6.2(1), Section 6.2(2), Section 6.3(1) or Section 6.3(2) not to be satisfied; or

(ii) since the date of this Agreement, there has occurred and is continuing a Material Adverse Effect with respect to BioCan or Makena.

(2) The Party desiring to terminate this Agreement pursuant to this Section 7.2 (other than pursuant to Section 7.2(1)(a) shall give written notice of such termination to the other Parties, specifying in reasonable detail the basis for such Party's exercise of its termination right.

Section 7.3 Effect of Termination/Survival

If this Agreement is terminated pursuant to Section 7.2, this Agreement shall become void and of no further force or effect without liability of any Party (or any shareholder, director, officer, employee, agent, consultant or representative of such Party) to any other Party to this Agreement, except that in the event of termination under Section 7.2, this Section 7.3, Section 8.1, Section 8.2, Section 8.6, Section 8.7, Section 8.8, Section 8.11 and Section 8.12 shall survive, and provided further that no Party shall be relieved of any liability for any wilful and material breach by it of this Agreement.

ARTICLE 8
GENERAL PROVISIONS

Section 8.1 Amendments

This Agreement may be amended only by written instrument signed by all Parties.

Section 8.2 Expenses

Each Party shall pay its costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement and the Arrangement and all documents and instruments executed pursuant to this Agreement. Notwithstanding the foregoing, the Parties agree that the Transaction Costs and Legacy Costs payable by Makena shall be paid at the Effective Time from the proceeds of the Private Placement.

Section 8.3 Notices

Any notice, or other communication given regarding the matters contemplated by this Agreement (must be in writing, sent by personal delivery, courier or electronic means and addressed:

(a) to BioCan at:

BioCan Technologies Inc.
202 - 1201, 5th St. S.W.
Calgary, Alberta

Attention: Trevor Peters, President and Chief Executive Officer
Telephone: Redacted: Contact Information
Email: Redacted: Contact Information

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

McCarthy Tétrault LLP
Suite 4000, 421 7th Ave. S.W.
Calgary, Alberta

Attention: Sony Gill
Telephone: Redacted: Contact Information
Email: Redacted: Contact Information

(b) to Makena at:

Makena Resources Inc.
1470 – 701 W. Georgia St.
Vancouver, British Columbia

Attention: Spencer Smyl, President
Telephone: Redacted: Contact Information
Email: Redacted: Contact Information

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

Clark Wilson LLP
Suite 900 – 885 West Georgia Street
Vancouver, British Columbia

Attention: Nafeesa Valli-Hasham

Telephone: Redacted: Contact Information
Email: Redacted: Contact Information

(c) to Epimeron at:

Epimeron Inc.
Suite 120, 4838 Richard Road S.W.
Calgary, Alberta

Attention: Joseph Tucker, Chief Executive Officer
Telephone: Redacted: Contact Information
Email: Redacted: Contact Information

Any notice or other communication is deemed to be given and received (a) if sent by personal delivery, same day courier or email, on the date of delivery if it is a Business Day and the delivery was made prior to 4:30 p.m. (local time in place of receipt) and otherwise on the next Business Day or (b) if sent by overnight courier, on the next Business Day. A Party may change its address for service from time to time by providing a notice in accordance with the foregoing. Any subsequent notice or other communication must be sent to the Party at its changed address. Any element of a Party's address that is not specifically changed in a notice will be assumed not to be changed. Sending a copy of a notice or other communication to a Party's legal counsel as contemplated above is for information purposes only and does not constitute delivery of the notice or other communication to that Party. The failure to send a copy of a notice or other communication to legal counsel does not invalidate delivery of that notice or other communication to a Party.

Section 8.4 Time of the Essence

Time is of the essence in this Agreement.

Section 8.5 Injunctive Relief

The Parties agree that irreparable harm would occur for which money damages would not be an adequate remedy at law in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the Parties shall be entitled to specific performance injunctive and other equitable relief to prevent breaches of this Agreement, and to enforce compliance with the terms of this Agreement without any requirement for the securing or posting of any bond in connection with the obtaining of any such injunctive or other equitable relief, this being in addition to any other remedy to which the Parties may be entitled at law or in equity.

Section 8.6 Third Party Beneficiaries

(1) Except as provided in Section 2.3(9), Section 2.3(10), Section 2.3(11) and Section 2.7 which, without limiting their terms, are intended as stipulations for the benefit of the third Persons mentioned in such provisions (such third Persons referred to in this Section 8.6 as the "**Indemnified Persons**"), the Parties intend that this Agreement will not benefit or create any right or cause of action in favour of any Person, other than the Parties and that no Person, other than the Parties, shall be entitled to rely on the provisions of this Agreement in any action, suit, proceeding, hearing or other forum.

(2) Despite the foregoing, each of the Parties acknowledge to each of the Indemnified Persons their direct rights against it under Section 2.3(9), Section 2.3(10), Section 2.3(11) and Section 2.7 of this Agreement, which are intended for the benefit of, and shall be enforceable by, each Indemnified Person, his or her heirs and his or her legal representatives. The Parties reserve their right to vary or rescind the rights at any time and in any way whatsoever, if any, granted by or under this Agreement to any Person who is not a Party, without notice to or consent of that Person, including any Indemnified Person.

Section 8.7 Waiver

No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar). No waiver will be binding unless executed in writing by the Parties to be bound by the waiver. A Party's failure or delay in exercising any right under this Agreement will not operate as a waiver of that right. A single or partial exercise of any right will not preclude a Party from any other or further exercise of that right or the exercise of any other right.

Section 8.8 Entire Agreement

This Agreement, including the Schedules hereto, the BioCan Disclosure Letter, the Makena Disclosure Letter, the Epimeron Disclosure Letter and the Confidentiality Agreements constitute the entire agreement between the Parties with respect to the Arrangement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties. There are no representations, warranties, covenants, conditions or other agreements, express or implied, collateral, statutory or otherwise, between the Parties in connection with the subject matter of this Agreement, except as specifically set forth in this Agreement. The Parties have not relied and are not relying on any other information, discussion or understanding in entering into and completing the Arrangement.

Section 8.9 Successors and Assigns

(1) This Agreement becomes effective only when executed by BioCan, Makena and Epimeron. After that time, it will be binding upon and enure to the benefit of BioCan, Makena, Epimeron and their respective successors and permitted assigns.

(2) Neither this Agreement nor any of the rights or obligations under this Agreement are assignable or transferable by any Party without the prior written consent of the other Parties.

Section 8.10 Severability

If any provision of this Agreement is determined to be illegal, invalid or unenforceable by an arbitrator or any court of competent jurisdiction, that provision will be severed from this Agreement and the remaining provisions shall remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the Arrangement are fulfilled to the fullest extent possible.

Section 8.11 Governing Law

(1) This Agreement will be governed by and interpreted and enforced in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

(2) Each Party irrevocably attorns and submits to the non-exclusive jurisdiction of the Alberta courts situated in the City of Calgary and waives objection to the venue of any proceeding in such court or that such court provides an inconvenient forum.

Section 8.12 Rules of Construction

The Parties to this Agreement waive the application of any Law or rule of construction providing that ambiguities in any agreement or other document shall be construed against the Party drafting such agreement or other document.

Section 8.13 Counterparts

This Agreement may be executed in any number of counterparts (including counterparts by facsimile) and all such counterparts taken together shall be deemed to constitute one and the same instrument. The Parties shall be entitled to rely upon delivery of an executed facsimile or similar executed electronic copy of this Agreement, and such facsimile or similar executed electronic copy shall be legally effective to create a valid and binding agreement between the Parties.

[*remainder of page intentionally left blank*]

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

BIOCAN TECHNOLOGIES INC.

By: (signed) "*Trevor Peters*"
Trevor Peters
President and Chief Executive Officer

MAKENA RESOURCES INC.

By: (signed) "*Spencer Smyl*"
Spencer Smyl
President

EPIMERON INC.

By: (signed) "*Joseph Tucker*"
Joseph Tucker
Chief Executive Officer

Schedule A

BioCan Arrangement Resolution

BE IT RESOLVED AS A SPECIAL RESOLUTION OF THE HOLDERS OF COMMON SHARES OF BIOCAN TECHNOLOGIES INC. ("**BioCan**") THAT:

1. the arrangement under Section 193 of the *Business Corporations Act* (Alberta) (the "**Arrangement**") substantially as set forth in the plan of arrangement (the "**Plan of Arrangement**") attached as Appendix A to the joint management information circular of BioCan and Makena Resources Inc. ("**Makena**") dated March 22, 2019 (the "**Information Circular**") accompanying the notice of meeting of BioCan is hereby authorized, approved, ratified and confirmed;

2. the arrangement agreement among BioCan, Makena and Epimeron Inc. dated March 22, 2019 (the "**Arrangement Agreement**"), a copy of which is attached as Appendix A to the Information Circular, with such amendments or variations thereto made in accordance with the terms of the Arrangement Agreement as may be approved by the persons referred to in paragraph 4 hereof, such approval to be evidenced conclusively by their execution and delivery of any such amendments or variations, is hereby authorized, approved, ratified and confirmed;

3. notwithstanding that this resolution has been duly passed and/or has received the approval of the Court of Queen's Bench of Alberta, the board of directors of BioCan may, without further notice to or approval of the shareholders of BioCan, subject to the terms of the Arrangement Agreement and the Arrangement, (i) amend or terminate the Arrangement Agreement or the Plan of Arrangement, or (ii) revoke this resolution at any time prior to the filing of articles of arrangement giving effect to the Arrangement;

4. any director or officer of BioCan is hereby authorized, for and on behalf of BioCan, to execute and deliver articles of arrangement and to execute, with or without the corporate seal, and, if appropriate, deliver all other documents and instruments and to do all other things as in the opinion of such director or officer may be necessary or desirable to implement this resolution and the matters authorized hereby, such determination to be conclusively evidenced by the execution and delivery of any such document or instrument, and the taking of any such action; and

5. all actions heretofore taken by or on behalf of BioCan in connection with any matter referred to in any of the foregoing resolutions which were in furtherance of the Arrangement are hereby approved, ratified and confirmed in all respects

Schedule B

Plan of Arrangement

(*see attached*)

PLAN OF ARRANGEMENT UNDER SECTION 193
OF THE BUSINESS CORPORATIONS ACT (ALBERTA)

ARTICLE 1
INTERPRETATION

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

"**ABCA**" means the *Business Corporations Act* (Alberta);

"**Applicable Laws**" means in relation to any Person, transaction or event, all applicable laws, statutes, rules, regulations, directives, published guidelines, standards, codes of practice, treaties, by-laws, ordinances, rules of applicable stock exchanges and applicable securities laws, including the rules, regulations, notices, instruments, blanket orders, judgments, orders, rulings, decrees, directives, writs and policies of, and the terms and conditions of any grant of approval, permission, authority or license of, any governmental or regulatory authority, and by which such Person or its business, properties, assets, undertaking or securities is or are bound or subject;

"**Arrangement**", "**herein**", "**hereof**", "**hereto**", "**hereunder**" and similar expressions mean and refer to the arrangement under the provisions of section 193 of the ABCA, on the terms and conditions set forth in this Plan of Arrangement, subject to any amendment or supplement thereto made in accordance therewith or at the direction of the Court in the Final Order with the prior written consent of the parties, each acting reasonably;

"**Arrangement Agreement**" means the arrangement agreement among Makena, BioCan and Epimeron dated March 22, 2019, as the same may be amended, amended and restated, modified or supplemented at any time or from time to time;

"**Articles of Arrangement**" means the articles of arrangement in respect of the Arrangement required under subsection 193(10) of the ABCA to be sent to the Registrar for filing after the Final Order has been made, which shall include the Plan of Arrangement and otherwise be in a form and content satisfactory to the parties, each acting reasonably;

"**BCBCA**" means the Business Corporations Act (British Columbia), S.B.C. 2002, c. 57, as amended, including the regulations promulgated thereunder;

"**BioCan**" means BioCan Technologies Inc., a corporation existing under the ABCA;

"**BioCan Arrangement Resolution**" means the special resolution of BioCan Shareholders in respect of the Arrangement to be considered at the BioCan Meeting substantially in the form set forth in Schedule A to the Arrangement Agreement;

"**BioCan Meeting**" means the special meeting of BioCan Shareholders to consider the Arrangement Resolution and related matters, and any adjournment thereof;

"**BioCan Shareholders**" means holders of issued and outstanding BioCan Shares;

"**BioCan Shares**" means common shares in the capital of BioCan, as constituted on the date hereof;

"**Business Day**" means a day other than a Saturday, Sunday or other than a day when banks in the City of Calgary, Alberta are not generally open for business;

"**Certificate of Arrangement**" means the certificate of arrangement or other evidence of filing issued by the Registrar under subsection 193(11) of the ABCA giving effect to the Arrangement;

"**Court**" means the Court of Queen's Bench of Alberta;

"**Depositary**" means Alliance Trust Company or such other trust company that may be appointed by the parties for the purpose of receiving deposits of certificates representing BioCan Shares and Epimeron Shares in connection with the Arrangement and as set out in the Letter of Transmittal;

"**Dissent Rights**" has the meaning set forth in Section 4.1 of this Plan of Arrangement;

"**Dissent BioCan Shares**" means BioCan Shares held by Dissenting BioCan Shareholders;

"**Dissenting BioCan Shareholder**" means a registered BioCan Shareholder who has duly and validly exercised its Dissent Rights in respect of all of the holder's BioCan Shares and has not withdrawn or been deemed to have withdrawn such exercise of Dissent Rights;

"**Effective Date**" means the date the Arrangement becomes effective under the ABCA;

"**Effective Time**" means the time at which the Articles of Arrangement and Plan of Arrangement are filed with the Registrar on the Effective Date;

"**Epimeron**" means Epimeron Inc., a corporation existing under the ABCA;

"**Epimeron Arrangement Resolution**" means the written special resolution to be executed by all of the Epimeron Shareholders, in respect of the Arrangement;

"**Epimeron Shareholders**" means holders of issued and outstanding Epimeron Shares;

"**Epimeron Shares**" means common shares in the capital of Epimeron, as constituted on the date hereof;

"**Final Order**" means the order of the Court in a form acceptable to the parties, each acting reasonably approving the Arrangement pursuant to subsection 193(9)(a) of the ABCA, as such order may be affirmed, amended or modified by any court of competent jurisdiction (with the consent of the parties, each acting reasonably) at any time prior to the Effective Time;

"**Interim Order**" means the interim order of the Court pursuant to subsection 193(4) of the ABCA concerning the Arrangement, as such order may be affirmed, amended or modified by any court of competent jurisdiction;

"**Letter of Transmittal**" means, together, the letter of transmittal pursuant to which: (a) the BioCan Shareholders are required to deliver certificates representing BioCan Shares; and (b) the Epimeron Shareholders are required to deliver certificates representing Epimeron Shares, and other required documents in order to receive the Makena Shares issuable to them pursuant to the Arrangement;

"**Makena**" means Makena Resources Inc., a corporation existing under the BCBCA;

"**Makena Shares**" means common shares in the capital of Makena, as constituted on the date hereof;

"**parties**" means, collectively, Makena, BioCan and Epimeron, and "**party**" means any one of them;

"**Person**" means any individual, partnership, limited partnership, joint venture, trust, body corporate, unincorporated organization, committee, government or agency, or instrumentality thereof, or any other entity howsoever designated or constituted, including any governmental authority;

"**Registrar**" means the Registrar of Corporations for the Province of Alberta duly appointed under the ABCA; and

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

1.2 In this Plan of Arrangement, unless otherwise expressly stated:

(a) the division of this Plan of Arrangement into articles, sections and subsections and the insertion of headings are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Plan of Arrangement;

(b) the words "hereunder", "hereof" and similar expressions refer to this Plan of Arrangement and not to any particular article, section or subsection and references to "Articles", "Sections" and "subsections" are to articles, sections and subsections of this Plan of Arrangement;

(c) words importing the singular include the plural and vice versa, and words importing gender include all genders;

(d) the word "including" shall not be exclusive, but shall mean "includes" or "including, without limiting the generality of the foregoing";

(e) references to sums of money are expressed in lawful money of Canada; and

(f) to any statute or sections thereof referenced herein shall include such statute as amended or substituted and any regulations promulgated thereunder.

ARTICLE 2
ARRANGEMENT AGREEMENT

2.1 This Plan of Arrangement is made pursuant and subject to the provisions of the Arrangement Agreement.

2.2 This Plan of Arrangement, upon the filing of the Articles of Arrangement and other documents as required by the ABCA with the Registrar and the issue of the Certificate of Arrangement, will become effective on, and will be binding on and after, the Effective Time on: (a) BioCan; (b) Makena; (c) Epimeron; (d) the BioCan Shareholders; and (e) the Epimeron Shareholders.

2.3 The Articles of Arrangement and the Certificate of Arrangement shall be filed and issued, respectively, with respect to the Arrangement in its entirety. The Certificate of Arrangement shall be conclusive evidence that the Arrangement has become effective and that each of the provisions of Article 3 has become effective in the sequence and at the times set out therein.

ARTICLE 3
ARRANGEMENT

3.1 Commencing at the Effective Time, each of the events set out below shall occur and shall be deemed to occur in the following sequential order without any further act or formality except as otherwise provided herein:

(a) the Dissent BioCan Shares held by Dissenting BioCan Shareholders shall be and be deemed to be transferred by the holders thereof to Makena (free and clear of all liens, claims and encumbrances) and such Dissenting BioCan Shareholders shall cease to have any rights as BioCan Shareholders, other than the right to be paid the fair value of their BioCan Shares by Makena in accordance with the Dissent Rights;

(b) with respect to all of the issued and outstanding BioCan Shares (other than any BioCan Shares beneficially owned by and registered in the name of Makena, including any such shares transferred to Makena pursuant to Section 3.1(a)), each such BioCan Shareholder shall be deemed to have received an offer from Makena to acquire all of such BioCan Shareholder's BioCan Shares, and an agreement of purchase and sale shall be deemed to exist between Makena and such BioCan Shareholder on the terms set out in the Arrangement Agreement, and such BioCan Shares shall be and be deemed to be transferred by the holder thereof to Makena (free and clear of all liens, claims and encumbrances) and Makena shall issue to each BioCan Shareholder whose BioCan Shares have been so transferred 7.301 Makena Shares for every 1 BioCan Share so transferred; and

(c) with respect to all of the issued and outstanding Epimeron Shares (other than any Epimeron Shares beneficially owned by and registered in the name of Makena), each such Epimeron Shareholder shall be deemed to have received an offer from Makena to acquire all of such Epimeron Shareholder's Epimeron Shares, and an agreement of purchase and sale shall be deemed to exist between Makena and such Epimeron Shareholder on the terms set out in the Arrangement Agreement, and such Epimeron Shares shall be and be deemed to be transferred by the holder thereof to Makena (free and clear of all liens, claims and encumbrances) and Makena shall issue to each Epimeron Shareholder whose Epimeron Shares have been so transferred 577.153 Makena Shares for every 1 Epimeron Share so transferred.

3.2 The parties shall make the appropriate entries in their respective securities registers to reflect the matters referred to in Section 3.1.

3.3 Makena, BioCan, Epimeron and the Depositary shall be entitled to deduct and withhold from any consideration otherwise payable to any former BioCan Shareholder or Epimeron Shareholder under this Plan of Arrangement, including from any amount payable to any Dissenting BioCan Shareholder or any dividend or other distribution, as the case may be, such amounts as Makena is required to deduct and withhold from such consideration in accordance with the Tax Act, the United States Internal Revenue Code of 1986, or any other provision of any applicable law. Any such amounts will be deducted and withheld from the consideration payable pursuant to this Plan of Arrangement and shall be treated for all purposes as having been paid to the former BioCan Shareholder or Epimeron Shareholder in respect of which such deduction and withholding was made, provided that such withheld amounts are actually remitted to the appropriate taxing authority. To the extent that the amount so required to be deducted or withheld from any payment to a former BioCan Shareholder or Epimeron Shareholder exceeds the cash component, if any, of the consideration otherwise payable to the holder, each of Makena and the Depositary is hereby authorized, for and on behalf of such holder, to sell or otherwise dispose of such portion of the Makena Shares otherwise issuable to the holder as is necessary to provide sufficient funds to Makena or the Depositary, as the case may be, to enable it to comply with such deduction or withholding requirement and Makena or the Depositary shall notify the holder thereof and remit the applicable portion of the net proceeds of such sale to the appropriate taxing authority and shall remit to such holder any unapplied balance of the proceeds of such sale.

3.4 The Arrangement shall be structured such that, assuming the resolutions approving the Arrangement are approved and the Final Order is obtained, the issuance of Makena Shares issuable to the BioCan Shareholders and the Epimeron Shareholders under the Arrangement will not require registration under the United States Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder, in reliance on section 3(a)(10) thereof.

ARTICLE 4
DISSENT RIGHTS

4.1 Each registered BioCan Shareholder may exercise rights of dissent with respect to the BioCan Shares held by such registered BioCan Shareholder in connection with the Arrangement pursuant to and in the manner set forth in section 191 of the ABCA, as modified by the Interim Order and this Article 4 ("**Dissent Rights**"), provided that registered BioCan Shareholders who exercise such Dissent Rights and who:

(a) are ultimately entitled to be paid fair value for their BioCan Shares shall: (i) be deemed not to have participated in the transactions in Section 3.1(b); (ii) be paid an amount equal to such fair value by Makena; (iii) not be entitled to any other payment or consideration, and (iv) be deemed to have transferred their respective BioCan Shares to Makena at the Effective Time in accordance with Section 3.1(a); or

(b) are ultimately not entitled, for any reason, to be paid fair value for their BioCan Shares shall: (i) be deemed to have participated in the Arrangement, as of the

Effective Time, on the same basis as a non-dissenting holder of BioCan Shares; and (ii) be entitled to receive only the consideration contemplated in Section 3.1(b) that such BioCan Shareholders would have received pursuant to the Arrangement if such BioCan Shareholders had not exercised Dissent Rights,

and, notwithstanding the provisions of section 191 of the ABCA, in no event shall Makena, BioCan, Epimeron or any other person be required to recognize any BioCan Shareholders who exercise Dissent Rights as BioCan Shareholders after the Effective Time.

4.2 The fair value of the BioCan Shares shall be determined as of the close of business on the last Business Day before the day on which the BioCan Arrangement Resolution is approved by the BioCan Shareholders at the BioCan Meeting.

4.3 For greater certainty, in addition to any other restrictions in section 191 of the ABCA, any person who has voted (including by way of instructing a proxy holder to vote) their BioCan Shares in favour of the BioCan Arrangement Resolution shall not be entitled to exercise Dissent Rights. In addition, a Dissenting BioCan Shareholder may only exercise Dissent Rights in respect of all, and not less than all, of its BioCan Shares.

4.4 Notwithstanding subsection 191(5) of the ABCA, the written objection to the BioCan Arrangement Resolution referred to in subsection 191(5) of the ABCA must be received in accordance with the Interim Order by BioCan no later than 4:00 p.m. (Calgary time) on the second Business Day immediately preceding the day of the BioCan Meeting.

ARTICLE 5
CLOSING PROCEDURES

5.1 From and after the Effective Time: (a) certificates representing BioCan Shares shall represent only the right to receive the consideration to which the holder of such BioCan Share is entitled under the Arrangement; (b) and certificates representing Epimeron Shares shall represent only the right to receive the consideration to which the holder of such Epimeron Share is entitled under the Arrangement.

5.2 Makena shall cause the Depositary to, as soon as practicable following the later of the Effective Date and the date of deposit by a former holder of BioCan Shares and Epimeron Shares of a duly completed Letter of Transmittal, the certificates representing such BioCan Shares or Epimeron Shares, as applicable, and such other documents and instruments as the Depositary may reasonably require, either:

(a) forward or cause to be forwarded by first class mail (postage prepaid) to such former holder at the address specified in the Letter of Transmittal; or

(b) if requested by such holder in the Letter of Transmittal, make available or cause to be made available at the Depositary for pickup by such holder,

the certificates for Makena Shares which such holder has the right to receive pursuant to the Arrangement, net of any applicable withholding taxes.

5.3 Makena's transfer agent shall register Makena Shares in the name of each former BioCan Shareholder and Epimeron Shareholder entitled thereto or as otherwise instructed in the Letter of Transmittal deposited by such former BioCan Shareholder or Epimeron Shareholder, as applicable, and shall deliver such shares in accordance with Section 5.2 and the terms and conditions of the Letter of Transmittal.

5.4 If any certificate which immediately prior to the Effective Time represented an interest in outstanding BioCan Shares or Epimeron Shares has been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming such certificate to have been lost, stolen or destroyed, the Depositary shall deliver in exchange for such lost stolen or destroyed certificate the consideration to which the holder is entitled pursuant to the Arrangement (and any dividends or distributions with respect thereto) as determined in accordance with the Arrangement. The person who is entitled to receive such consideration shall, as a condition precedent to the receipt thereof, give a bond to each of the Depositary and Makena, which bond is in form and substance satisfactory to each of the Depositary and Makena or shall otherwise indemnify the Depositary and Makena against any claim that may be made against any of them with respect to the certificate alleged to have been lost, stolen or destroyed.

5.5 Notwithstanding anything herein contained, no fractional Makena Shares will be issued. In the event that a holder would otherwise be entitled to a fractional Makena Share hereunder, the number of Makena Shares issued to such holder shall be rounded up to the next greater whole number of Makena Shares if the fractional entitlement is equal to or greater than 0.5 and shall, without any additional compensation, be rounded down to the next lesser whole number of Makena Shares if the fractional entitlement is less than 0.5. In calculating such fractional interests, all BioCan Shares registered in the name of or beneficially held by such BioCan Shareholder or its nominee shall be aggregated.

5.6 Any certificate formerly representing BioCan Shares or Epimeron Shares that is not deposited with all other documents as required by this Plan of Arrangement on or before the day prior to the third anniversary of the Effective Date shall cease to represent a right or claim of any kind or nature including the right of the holder of such certificate to receive Makena Shares shall be deemed to be surrendered to Makena together with, in the case of certificates formerly representing BioCan Shares or Epimeron Shares, all dividends paid or distributions made thereon held for such holder.

5.7 All dividends or other distributions made in respect of Makena Shares to which a former BioCan Shareholder or Epimeron Shareholder is entitled in accordance with the terms of the Arrangement, but for which a certificate representing either the Makena Shares has not been delivered to such BioCan Shareholder or Epimeron Shareholder, as applicable, in accordance with this Article 5, shall be paid or delivered to the Depositary to be held in trust for such BioCan Shareholder or Epimeron Shareholder, as applicable, for delivery to such shareholder, net of all applicable withholding and other taxes, upon delivery of the certificate in accordance with this Article 5, or surrendered to Makena pursuant to Section 5.6 hereof, as the case may be.

ARTICLE 6
AMENDMENTS

6.1 Makena, BioCan and Epimeron may amend, modify and/or supplement this Plan of Arrangement at any time and from time to time prior to the Effective Time, provided that each such amendment, modification and/or supplement must be: (a) set out in writing; (b) approved by the parties; (c) filed with the Court and, if made following the execution of the BioCan Arrangement Resolution and the Epimeron Arrangement Resolution, approved by the Court; and (d) communicated to the BioCan Shareholders and the Epimeron Shareholders, if and as required by the Court.

6.2 Any amendment, modification or supplement to this Plan of Arrangement may be proposed by Makena, BioCan and Epimeron at any time (provided that the other party shall have consented thereto) with or without any other prior notice or communication, and, subject to any approval of BioCan Shareholders and Epimeron Shareholders required by the Court, shall become part of this Plan of Arrangement for all purposes.

6.3 Any amendment to this Plan of Arrangement that is approved by the Court following the approval of the BioCan Arrangement Resolution and the Epimeron Arrangement Resolution shall be effective only: (a) if it is consented to by each of Makena, BioCan and Epimeron; and (b) if required by the Court or Applicable Law, it is consented to by the BioCan Shareholders and the Epimeron Shareholders.

6.4 Any amendment, modification or supplement to this Plan of Arrangement may be made following the Effective Time by Makena, provided that such amendment, modification or supplement concerns a matter which, in the reasonable opinion of Makena, is of an administrative nature required to better give effect to the implementation of this Plan of Arrangement and is not adverse to the financial or economic interests of any former BioCan Shareholder or Epimeron Shareholder.

ARTICLE 7
ADDITIONAL STEPS

7.1 Notwithstanding that the transactions and events set out herein shall occur and be deemed to occur in the order set out in this Plan of Arrangement without any further act or formality, each of the parties shall make, do and execute, or cause to be made, done and executed, all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may reasonably be required by any of them in order further to document or evidence any of the transactions or events set out herein.

7.2 Subject to the terms of the Arrangement Agreement, Makena, BioCan and Epimeron may agree not to implement the Plan, notwithstanding the approval of the resolutions authorizing the Arrangement and the receipt of the Final Order.

Schedule C

Epimeron Written Resolution

(*see attached*)

RESOLUTION IN WRITING OF THE SHAREHOLDERS ("SHAREHOLDERS") OF EPIMERON INC. (THE "CORPORATION" or "EPIMERON") PURSUANT TO THE *BUSINESS CORPORATIONS ACT* (ALBERTA) (THE "ABCA") EFFECTIVE AS OF THE ___ DAY OF MARCH, 2019.

WHEREAS the Corporation wishes to complete a plan of arrangement (the "**Plan of Arrangement**") under Section 193 of the ABCA with Makena Resources Inc. ("**Makena**") and BioCan Technologies Inc. ("**BioCan**") pursuant to which, among other things, Makena will acquire all of the issued and outstanding common shares of the Corporation ("**Epimeron Shares**") in exchange for 577.153 common shares of Makena ("**Makena Shares**") for each Epimeron Share (the "**Arrangement**");

AND WHEREAS the Corporation, Makena and BioCan have entered into an arrangement agreement dated the 22nd day of March, 2019 (the "**Arrangement Agreement**") pursuant to which such parties have agreed to the terms and conditions to effect the Arrangement;

AND WHEREAS the board of directors of the Corporation has unanimously: (a) determined that the Arrangement is in the best interests of Epimeron and the Shareholders; (b) determined that the consideration to be received by Shareholders pursuant to the Arrangement is fair, from a financial point of view, to the Shareholders; (c) approved the Arrangement and the entering into of the Arrangement Agreement and the completion of all transactions contemplated thereby; and (d) resolved to recommend that Shareholders execute and deliver this written resolution of Shareholders;

AND WHEREAS the Shareholders have been provided with certain information in relation to the Arrangement, including, without limitation, copies of the Arrangement Agreement and the Plan of Arrangement;

AND WHEREAS the shareholders of the Corporation are required to approve the Arrangement in accordance with the requirements of the ABCA.

NOW THEREFORE BE IT RESOLVED AS A SPECIAL RESOLUTION THAT:

1. The Arrangement substantially as set forth in the Plan of Arrangement, as may be modified or amended in accordance with its terms, is hereby authorized, approved, ratified and confirmed.

2. The Arrangement Agreement, with such amendments or variations thereto made in accordance with the terms of the Arrangement Agreement, is hereby authorized, approved, ratified and confirmed.

3. Notwithstanding that this resolution has been duly passed and/or has received the approval of the Court of Queen's Bench of Alberta, the board of directors of the Corporation may, without further notice to or approval of the securityholders of Epimeron, subject to the terms of the Arrangement Agreement and the Arrangement, (i) amend or terminate the Arrangement Agreement, or (ii) revoke this resolution, in each case at any time prior to the filing of articles of arrangement giving effect to the Arrangement.

4. Any director or officer of Epimeron is hereby authorized, for and on behalf of Epimeron, to execute and deliver articles of arrangement and to execute, with or without the corporate seal, and, if appropriate, deliver all other documents and instruments and to do all other things as in the opinion of such director or officer may be necessary or desirable to implement this resolution and the matters authorized hereby, such determination to be conclusively evidenced by the execution and delivery of any such document or instrument, and the taking of any such action.

5. All actions heretofore taken by or on behalf of Epimeron in connection with any matter referred to in any of the foregoing resolutions which were in furtherance of the Arrangement are hereby approved, ratified and confirmed in all respects.

6. This resolution may be signed in two or more counterparts, no one of which must be signed by all of the shareholders but all of which together shall have the same force and effect as if the shareholders had signed the same document.

7. Receipt by the Corporation by electronic transmission of a signed counterpart to these resolutions from any director will be as effective as receipt of an original signed copy of these resolutions by the Corporation.

The undersigned, being a Shareholder of the Corporation entitled to vote on the foregoing resolution, hereby consents to and approves the foregoing resolution, and waives any and all rights to dissent the undersigned may have under the ABCA in connection with the Arrangement and the approval and completion thereof, effective as of the date first above written, as evidenced by the undersigned's signature hereto.

The undersigned, being all the shareholders of the Corporation, do hereby consent to and approve of the foregoing Resolution in Writing as evidenced by their signatures hereto.

____
Signature

____
Name of Shareholder

____
Title of Authorized Signatory (if applicable)