MIRA X ACQUISITION CORP.

CONFIDENTIAL

August 24, 2020

6384269 Canada Inc.
7240 Waverly St. #115
Montreal, QC H2R 2Y8

Attention: Carl Goyette
Chief Executive Officer

Dear Sirs:

Re: Business Combination of Mira X Acquisition Corp. ("CPC") and 6384269 Canada Inc. (d/b/a GURU Organic Energy Drink) ("Target")

This letter of intent ("**Letter of Intent**") is intended to set out certain non-binding understandings and certain binding agreements between CPC and Target with respect to the basic terms and conditions of the proposed acquisition by CPC of all of the issued and outstanding securities of Target or other business combination between CPC and Target. CPC is a "**capital pool company**" and it is intended that the proposed Transaction (as defined below) will constitute the "**Qualifying Transaction**" of CPC, as such terms are defined in Policy 2.4 - *Capital Pool Companies* of the TSX Venture Exchange (the "**TSX-V**").

The acceptance of this Letter of Intent will be followed by negotiations of definitive documentation (the "**Transaction Documents**"), including a definitive merger, amalgamation, asset purchase, share exchange or business combination agreement (the "**Definitive Agreement**") between the parties hereto, setting forth the detailed terms of the Qualifying Transaction, including the basic understandings set out in this Letter of Intent, and such other terms and conditions as are customary for transactions of the nature and magnitude contemplated herein. All documentation shall be in form and content satisfactory to each of CPC and Target and their respective boards of directors and counsel, acting reasonably.

Terms of Transaction, Corollary Matters

1. (a) It is intended that CPC and Target would complete a business combination by way of a share exchange, merger, amalgamation, arrangement or asset purchase, or other similar form of transaction (the "**Transaction**"), which would result in Target (as same exists at the relevant time including following the amalgamation with 3597407 Canada Inc.**)** or such other entity that may be created for the purposes of completing the Transaction, becoming a wholly-owned subsidiary of CPC or otherwise combining its corporate existence or assets with CPC or a wholly-owned subsidiary of CPC. For the purposes of this Letter of Intent, we

have assumed that the Transaction will proceed by way of a "three-cornered" amalgamation with a wholly-owned subsidiary of CPC. The parties agree, however, that the final structure of the business combination is subject to receipt of tax, corporate, and securities law advice for both CPC and Target, and that the business combination is intended to be completed in the most efficient manner for all parties, including, to the extent permitted, in respect of tax matters and securities laws. For the purposes of this Letter of Intent, the entity resulting from the Transaction is referred to as the "**Resulting Issuer**".

(b) For the purposes of the Transaction, and based on information provided to Target by CPC, the deemed value of each common share of CPC (each a "**CPC Share**") shall be $0.065 per CPC Share (based on CPC's capitalization as described in Section 2 below and prior to the Consolidation (as herein defined)). The deemed value of Target and the ratio of the Consolidation by CPC of its CPC Shares will be based on the final pricing of the Subscription Receipts (as herein defined) on closing of the Private Placement (as herein defined), which we understand is currently intended to be $5.00 per Subscription Receipt. It is intended that CPC Shares will be issued to holders of Target Common Shares (as defined below) on the basis of one (1) CPC Share for every one (1) Target Common Share, on a post-Consolidation basis, or such other exchange ratio as may be agreed by the parties hereto. Subject to regulatory approval, it is intended that any outstanding options or other convertible securities of Target will be exchanged for comparable securities of CPC, having the same economic terms (as adjusted including for the Consolidation and the Reverse Consolidation).

2. CPC represents and warrants that the authorized share capital of CPC consists of an unlimited number of CPC Shares, of which 14,700,000 CPC Shares are issued and outstanding and a total of 1,470,000 CPC Shares are reserved for issuance under management stock options at an exercise price of $0.10 per CPC Share ("**Management Stock Options**"). 1,470,000 Management Stock Options are outstanding. No other securities of CPC are outstanding. CPC hereby agrees that the cancellation of all issued and outstanding Management Stock Options shall be a condition precedent to the completion of the Transaction.

3. Target represents that, as at the date hereof, the authorized capital of Target consists of an unlimited number of Class A Shares, Class B Shares, Class C Shares, Class D Shares, Class E shares and Class F Shares, of which there are 21,150 Class A Shares and 3,307 Class B Shares are outstanding. There are 238 options to acquire Class A Shares or Class B shares of Target outstanding There are no other securities, including options, warrants, and convertible securities, of Target issued and outstanding. Schedule A hereto sets out a true and complete list of the Target's subsidiaries .

4. In conjunction with, or prior to, the closing of the Transaction, Target will complete a brokered private placement of subscription receipts of the Target ("**Subscription Receipts**") for aggregate gross proceeds of not less than $20 million, with an option to be granted to the agents to increase the number of the Subscription Receipts offered under the Private Placement by fifteen (15%) per cent (the "**Private Placement**"). The Target

has engaged Stifel Nicolaus Canada Inc. as lead agent (the "**Agent**") in respect of the Private Placement. It is contemplated that securities issued in the Private Placement will be exchangeable or converted into Target Common Shares prior to the closing of the Transaction and subsequently exchanged for common shares of the Resulting Issuer upon completion of the Transaction.

5. The parties anticipate that in conjunction with, and upon consummation of, the Transaction, the board of directors of the Resulting Issuer shall consist of no fewer than 5 directors, all of whom will be nominated by Target (the "**New Directors**"). It is intended that the New Directors shall be put forth and nominated at the CPC Shareholder Meeting (as defined below).

6. Target has no direct or indirect interest in any subsidiaries or economic interest in any other entity whatsoever other than as set out on <u>Schedule A</u> hereto.

7. Target acknowledges that policies of the Toronto Stock Exchange (the "TSX") and TSX-V will require various items to be submitted and provided in connection with its review and approval of the Transaction, including audited financial statements prepared in accordance with the TSX and TSX-V policies, as applicable.

Conditions Precedent

8. The Transaction will be subject to customary conditions of closing to be set out in the Definitive Agreement. Without limiting the generality of the foregoing, the conditions will include the following:

   (a) <u>Conditions Precedent for the Benefit of CPC</u>.

      (i) receipt of all regulatory or third party approvals, authorizations and consents as are required to be obtained by CPC or Target in connection with the Transaction, including the approval of the TSX-V and any other applicable regulatory authorities;

      (ii) no material adverse change shall have occurred in the business, results of operations, assets, liabilities, financial condition or affairs of Target since the date hereof;

      (iii) each of Eric Graveline, Joseph Zakher and Carl Goyette (the "**Principals**"), contemporaneously with or prior to the execution of the Definitive Agreement entering into a support agreement with the CPC (the "**Target Support Agreement**") substantially in the form annexed as <u>Schedule B</u> hereto;

      (iv) the shareholders of CPC approving at the annual and special meeting of Shareholders (the "**CPC Shareholder Meeting**") among other matters and subject to the completion of the Transaction: (A) the change of name of CPC to a name provided by Target; (B) the election of the New Directors;

(C) the appointment of the Target's auditor as the auditor for the Resulting Issuer; (D) approval of a consolidation of the CPC Shares (the "**Consolidation**") on a basis to be determined by CPC and Target as soon as possible but, in any event, within a range approved by the CPC and the Target prior to the date set for mailing the management information circular in respect of the CPC Shareholder Meeting; and (E) such other matters that may be reasonably required to be approved in order to give effect to the Transaction (collectively, (A) to (E) are the "**CPC Shareholder Approval Matters**");

(v) the shareholders of Target ("**Target Securityholders**") approving, whether at a special meeting of the Target Securityholders or pursuant to written resolution (the "**Target Securityholders Approval**"), among other matters, the Transaction and the Definitive Agreement, if required;

(vi) there being no legal proceeding or regulatory actions or proceedings against any person to enjoin, restrict or prohibit the Transaction or which could reasonably be expected to result in a material adverse effect on Target or the Resulting Issuer;

(vii) there being no prohibition at law against the completion of the Transaction;

(viii) the completion of the Private Placement for aggregate gross proceeds of not less than $20 million; and

(ix) the approval of the TSX-V to the release of the CPC Common Shares held by the CPC seed shareholders from all escrow requirements imposed by the TSX-V.

(b) <u>Conditions Precedent for the Benefit of Target</u>.

(i) receipt of all regulatory and third party approvals, authorizations and consents as are required to be obtained by CPC or Target in connection with the Transaction, including the approval of the TSX-V and any other applicable regulatory authorities;

(ii) the CPC Shares that are issued as consideration for the Target Common Shares shall be conditionally approved for listing on the TSX-V and issued as fully paid and non-assessable CPC Shares in the capital of CPC, free and clear of any and all encumbrances, liens, charges and demands of whatsoever nature, except those imposed pursuant to escrow restrictions of the TSX, TSX-V or applicable securities laws;

(iii) the shareholders of CPC approving at the CPC Shareholder Meeting and subject to the completion of the Transaction, the CPC Shareholder Approval Matters and the Consolidation shall have been implemented;

(iv) the Target Securityholders Approval of, among other matters, the Transaction and the Definitive Agreement as well as a reverse consolidation of the shares of the Target into a larger number of shares (the ``**Reverse Consolidation**``;

(v) there being no legal proceeding or regulatory actions or proceedings against any person to enjoin, restrict or prohibit the Transaction or which could reasonably be expected to result in a material adverse effect on CPC; and

(vi) there being no prohibition at law against completion of the Transaction.

9. The conditions precedent for the benefit of CPC may be waived in whole or in part by CPC and the conditions precedent for the benefit of Target may be waived in whole or in part by Target.

Due Diligence

10. CPC and its representatives shall be entitled to make such due diligence investigations of Target and its business, assets, financial condition, and corporate records as CPC considers advisable, which due diligence process shall be concluded on or before September 30, 2020 (the "**Due Diligence Expiry Time**").

11. Target and its representatives shall be entitled to make such due diligence investigations of CPC and its business, assets, financial condition, and corporate records as Target considers advisable, which due diligence process shall be concluded on or before the Due Diligence Expiry Time.

12. Until the earlier of (a) the Termination Date (as defined below), and (b) the Due Diligence Expiry Time, Target will provide CPC and its representatives with access during normal business hours to Target's personnel, premises, books and records, corporate records, accounts, contracts and its other properties and assets.

13. Until the earlier of (a) the Termination Date and (b) the Due Diligence Expiry Time, CPC will provide Target and its representatives with access during normal business hours to CPC's personnel, premises, books and records, corporate records, accounts, contracts and its other properties and assets.

Standstill and Agreement to Support Transaction

14. Prior to or contemporaneously with the execution of the Definitive Agreement, the Principals will enter into the Target Support Agreement whereby the Principals will, subject to customary conditions, agree to deliver the Target Shares owned or controlled by them (the "**Principal Shares**") into an offer made by the CPC or otherwise vote the Principal Shares in favour of the Transaction, except where the Target terminates this Letter of Intent or the Definitive Agreement pursuant to the terms hereof or thereof, as the case may be. Unless and until this Letter of Intent is terminated pursuant to

Section 25, the Principals, jointly and severally, covenant and agree not to solicit, initiate or knowingly encourage, co-operate with or facilitate (including by way of furnishing any non-public information or entering into any form of agreement, arrangement or understanding) the submission, initiation or continuation of any oral or written inquiries, proposals or expressions of interest (collectively an "**Inquiry**") regarding, constituting or that may reasonably be expected to lead to any activity, arrangement or transaction in competition with the Transaction, and without limiting the generality of the foregoing, not to induce or attempt to induce any other person to initiate any shareholder proposal or "takeover bid" exempt or otherwise, within the meaning of the *Securities Act* (Ontario) (the "**Act**") or other business combination or transaction, for securities or assets of the Target, nor to undertake any transaction or negotiate any transaction which would reasonably be or potentially could be in conflict with the Transaction. For greater certainty, no actions undertaken by the Principals in connection with the Private Placement will be deemed to be an Inquiry.

Covenant and Agreements

15. Target hereby covenants and agrees from the date hereof until the Termination Date (as defined below):

(a) not to, directly or indirectly, solicit, initiate, knowingly encourage, co-operate with or facilitate (including by way of furnishing any non-public information or entering into any form of agreement, arrangement or understanding) the submission, initiation or continuation of any oral or written inquiries or proposals or expressions of interest regarding, constituting or that may reasonably be expected to lead to any activity, arrangement or transaction or propose any activities or solicitations in opposition to or in competition with the Transaction, and without limiting the generality of the foregoing, not to induce or attempt to induce any other person to initiate any shareholder proposal or "takeover bid", exempt or otherwise, within the meaning of the Act or other business combination or transaction, for securities or assets of Target, nor to undertake any transaction or negotiate any transaction which would be or potentially could be in conflict with the Transaction, including, without limitation, allowing access to any third party (other than its representatives, the Agents or in relation to the Private Placement) to conduct due diligence, nor to permit any of its officers or directors to authorize such access, the whole except as required by statutory obligations or in respect of which the Target board of directors determines, in its good faith judgment, after receiving advice from its legal advisors, that failure to recommend such alternative transaction to the Target Securityholders would be a breach of its fiduciary duties under applicable law. In the event Target or any of its affiliates or associates, including any of their officers or directors, receives any form of offer or inquiry in respect of the foregoing, Target shall forthwith (in any event within one (1) business day following receipt) notify CPC of such offer or inquiry and provide CPC with the material details in respect thereof;

(b) not to, without CPC's prior written consent (such consent not to be unreasonably withheld, conditioned or delayed):

(i) issue any equity or convertible debt securities, except in connection with the Private Placement;

(ii) borrow money or incur any indebtedness for money borrowed;

(iii) make loans or advances, or other payments, excluding salaries and bonuses at current rates and routine advances to employees of Target for expenses incurred in the ordinary course;

(iv) declare or pay any dividends or distribute any of Target's properties or assets to shareholders or otherwise dispose of any of Target's properties or assets;

(v) alter or amend Target's articles or by-laws in any manner which may adversely affect the success of the Transaction, except as required to give effect to the matters contemplated herein;

(vi) except as otherwise permitted or contemplated herein, enter into any transaction or material contract which is not in the ordinary course of business or engage in any business enterprise or activity materially different from that carried on by Target as of the date hereof; or

(vii) make capital expenditures out of the ordinary course of business except as may be reasonably required in connection with facilities and leasehold improvements;

(c) to co-operate fully with CPC and to use all reasonable commercial efforts to assist CPC in its efforts to complete the Transaction, unless such co-operation and efforts would subject Target to liability, material expense, result in a material adverse effect on the Target or would be in breach of applicable statutory or regulatory requirements;

(d) to advise CPC if there are any circumstances, individually or in the aggregate, that may materially and adversely affect the transactions contemplated by this Letter of Intent;

(e) to use its commercially reasonable efforts to prepare the required audited and interim financial statements of Target to satisfy the financial statement requirements prescribed by the TSX and TSX-V, as applicable, and applicable securities legislation in connection with the completion of the Transaction with the Target. In the event the required financial statements are not obtained within 45 days from the date of this Agreement (the "**Statement Expiry Date**"), CPC shall be entitled to terminate this Agreement.

16. CPC hereby covenants and agrees from the date hereof until the Termination Date:

(a) not to, directly or indirectly, solicit, initiate, knowingly encourage, co-operate with or facilitate (including by way of furnishing any non-public information or entering into any form of agreement, arrangement or understanding) the submission, initiation or continuation of any oral or written inquiries or proposals or expressions of interest regarding, constituting or that may reasonably be expected to lead to any activity, arrangement or transaction or propose any activities or solicitations in opposition to or in competition with the Transaction, and without limiting the generality of the foregoing, not to induce or attempt to induce any other person to initiate any shareholder proposal or "takeover bid", exempt or otherwise, within the meaning of the Act or other business combination or transaction, for securities or assets of CPC, nor to undertake any transaction or negotiate any transaction which would be or potentially could be in conflict with the Transaction, including, without limitation, allowing access to any third party (other than its representatives or in connection with the Private Placement) to conduct due diligence, nor to permit any of its officers or directors to authorize such access, except as required by statutory obligations or in respect of which the CPC board of directors determines, in its good faith judgment, after receiving advice from its legal advisors, that failure to recommend such alternative transaction to the CPC shareholders would be a breach of its fiduciary duties under applicable law. In the event CPC or any of its affiliates or associates, including any of their officers or directors, receives any form of offer or inquiry in respect of any of the foregoing, CPC shall forthwith (in any event within one (1) business day following receipt) notify Target of such offer or inquiry and provide Target with such details as it may request;

(b) not to, without Target's prior written consent (such consent not to be unreasonably withheld, conditioned or delayed):

   (i) issue any debt, equity or other securities, except in connection with any outstanding options or other convertible securities or the Transaction;

   (ii) borrow money or incur any indebtedness for money borrowed;

   (iii) make any loans, advances or other payments other than payment of professional fees or expenses in connection with or ancillary to the Transaction or in the ordinary course;

   (iv) declare or pay any dividends or distribute any of CPC's properties or assets to shareholders or otherwise;

   (v) alter or amend CPC's articles or by-laws in any manner which may adversely affect the success of the Transaction, except as required to give effect to the matters contemplated herein, including the Consolidation; and

   (vi) except as otherwise permitted or contemplated herein, enter into any transaction or material contract which is not in the ordinary course of business or engage in any business enterprise or activity materially different from that carried on by CPC as of the date hereof;

(c) to advise Target if there are any circumstances, individually or in the aggregate, that may materially and adversely affect the transactions contemplated by this Letter of Intent; and

(d) to co-operate fully with Target and to use all reasonable commercial efforts to assist Target in its efforts to complete the Transaction, unless such co-operation and efforts would subject CPC to liability, result in a material adverse effect on CPC or would be in breach of applicable statutory or regulatory requirements.

17. (a) In the event that Target or any of the Principals receives a *bona fide* offer, whether written or oral, (an "**Offer**") from a third party to acquire all or substantially all of the assets or shares of Target or to enter into an arrangement or agreement which would materially interfere with the Transaction which Target wishes to pursue at the instruction of its board of directors or a committee thereof, including without in any way limiting the generality of the foregoing, any such arrangement or agreement resulting from an unsolicited offer or proposal from a third party (a "**Target Alternative Transaction**"), then Target shall provide forthwith a written summary of the material terms of the Offer (and in any event within one (1) business day following receipt thereof) and Target may terminate this Letter of Intent upon written notice to CPC. Upon termination of this Letter of Intent by Target by written notice to CPC in the circumstances noted in this Section 17(a) (the "**Termination**") or upon Target entering into an agreement, including a letter of intent (the "**Target Alternative Transaction Agreement**") prior to the termination of this Letter of Intent, with respect to the Target Alternative Transaction, Target shall within two (2) business days following the earlier of the Termination or the entering into of the Target Alternative Transaction Agreement (collectively and individually referred to as an "**Target Event**"), as applicable, make a cash payment to CPC in the amount of $300,000 and which payment shall constitute full and final compensation and remedy to CPC for any breach or the non-performance of this Letter of Intent and the Definitive Agreement, if applicable, and any and all fees and expenses associated therewith.

(b) In the event that CPC or any of its directors or officers receives a *bona fide* offer, whether written or oral, (a "**CPC Offer**") from a third party to acquire all or substantially all of the assets or shares of CPC or to enter into an arrangement or agreement which would materially interfere with the Transaction which CPC wishes to pursue at the instruction of its board of directors or a committee thereof, including without in any way limiting the generality of the foregoing, any such arrangement or agreement resulting from an unsolicited offer or proposal from a third party (a "**CPC Alternative Transaction**"), then CPC shall provide a written summary of the material details of the CPC Offer to Target (and in any event within one (1) business day following receipt thereof) and CPC may terminate this Letter of Intent upon written notice to Target. Upon termination of this Letter of Intent by CPC by written notice to Target in the circumstances noted in this Section 17(b) (the "**CPC Termination**") or upon CPC entering into an agreement, including a letter of intent (the "**CPC Alternative Transaction Agreement**") prior to the termination of this Letter of Intent, with respect to the CPC Alternative Transaction, CPC shall, within two (2) business days following the earlier of the CPC Termination or the entering into of the CPC Alternative Transaction Agreement (collectively and individually referred to as a "**CPC Event**"), as applicable, make a cash payment to Target in the amount of $300,000, which payment shall constitute full and final compensation and remedy to Target for any breach or the non-performance of this Letter of Intent and the Definitive Agreement, if applicable, and any and all fees and expenses associated therewith.

Conduct of Business

18. From the date of the acceptance of this Letter of Intent until the earlier of completion of the transactions contemplated herein and the Termination Date, CPC and Target will each operate its business in a prudent and business-like manner in the ordinary course and in a manner consistent with past practice.

Expenses

19. Whether or not the Transaction is completed, Target shall be liable to pay for or reimburse CPC for all reasonable costs, fees and expenses of or incidental to the completion of the Transaction and the performance of the obligations of CPC pursuant to this Letter of Intent, including, without limitation, the fees and disbursements of accountants and auditors, legal counsel and other applicable experts, and other reasonable out-of-pocket expenses of CPC, the whole up to a maximum of $110,000 exclusive of disbursements and applicable taxes, plus all reasonable disbursements, including all expenses related to the calling and holding of the CPC Shareholder Meeting, and taxes payable in respect of any of the foregoing (collectively, "**CPC Expenses**"). All such CPC Expenses shall be payable by Target promptly upon receiving an invoice therefore from CPC, or may be deducted from the proceeds of the Private Placement otherwise payable to the Company in connection with the completion of the Transaction. For greater certainty, Target agrees to issue a written direction to the subscription receipt agent retained in connection with the Private Placement (the "**Subscription Receipt Agent**") to pay an amount equal to all validly claimed CPC Expenses and forthwith remit such amount to CPC from the proceeds of the Private Placement held by it in escrow.

    Subject to the foregoing, each party shall be responsible for their own costs and charges with respect to the transactions contemplated herein including, without limitation, all costs and charges incurred prior to the date of this Letter of Intent and all legal, accounting and audit fees and disbursements relating to preparing the Transaction Documents or otherwise relating to the transactions contemplated herein. For greater certainty, Target shall be responsible for paying the costs and fees payable to the TSX, or TSX-V regarding their review of the Transaction and the Personal Information Forms to be submitted by the proposed executive officers and directors of the Resulting Issuer following completion of the Qualifying Transaction and all listing fees in connection with any securities issued pursuant to the Transaction.

Closing

20. The parties hereto agree to proceed diligently to negotiate and settle the terms of the Definitive Agreement for execution on or before September 30, 2020, or such other date as may be mutually agreed to in writing between the parties hereto and to complete all transactions contemplated herein as soon as possible in order to ensure that the closing date of the Transaction shall be no later than November 15, 2020. The Definitive Agreement will contain warranties, representations, covenants, agreements, terms, and conditions customarily found in such an agreement for transactions of the nature and magnitude of the Transaction. Counsel for CPC and Target shall work together to prepare the filing statement of CPC and counsel to the CPC shall prepare the first draft of the Definitive Agreement related to the Transaction. Each party shall permit the other parties and their counsel to review and approve prior to filing or sending, as the case may be, the preparation of all documentation to be filed with the TSX, TSX-V or on SEDAR and/or sent to shareholders of such party or otherwise used in connection with the approval of the Transaction by the shareholders of CPC, the TSX and the TSX-V.

Confidentiality

21. No disclosure or announcement, public or otherwise, in respect of this Letter of Intent or the transactions contemplated herein will be made by any party hereto or its representatives without the prior agreement of the other party, acting reasonably, as to timing, content and method, provided that the obligations herein will not prevent any party from making, after consultation with the other party, such disclosure as its counsel advises is required by applicable law or the rules and policies of the TSX or TSX-V.

22. For purposes of Sections 21, 22, 23 and 24, "**Confidential Information**" means any information concerning a party to this Letter of Intent (the "**Disclosing Party**") or its business, properties and assets made available to the other party or its representatives (the "**Receiving Party**"); provided that it does not include information which (a) is generally available to or known by the public other than as a result of improper disclosure by the Receiving Party, or (b) is obtained by the Receiving Party from a source other than the Disclosing Party, provided that such source was not bound by a duty of confidentiality to the Disclosing Party or another party with respect to such information.

23. Except as and only to the extent required by applicable law, a Receiving Party will not disclose or use, and it will cause its representatives not to disclose or use, any Confidential Information furnished, or to be furnished, by a Disclosing Party or its representatives to the Receiving Party or its representatives at any time or in any manner other than solely for the purpose of evaluating the transactions proposed in this Agreement.

24. If this Agreement is terminated pursuant to Section 25 below, each Receiving Party will promptly return to the Disclosing Party or destroy any Confidential Information and any work product produced from such Confidential Information in its possession or in the possession of any of its representatives.

Termination

25. This Letter of Intent shall terminate with the parties having no obligations to each other, other than in respect of the expense provisions contained in Section 19, the confidentiality provisions contained in Sections 21, 22, 23 and 24 and the requirement to make cash payments provided for pursuant to Section 7, if applicable, on the day (the "**Termination Date**") on which the earliest of the following events occurs:

(a) written agreement of the parties to terminate the Letter of Intent;

(b) upon provision of a notice pursuant to and in any of the circumstances provided for in Section 17(a) or (b);

(c) CPC not being reasonably satisfied with its due diligence review of Target and written notification of such is provided to Target on or before the Due Diligence Expiry Time;

(d) Target not being reasonably satisfied with its due diligence review of CPC and written notification of such is provided to CPC on or before the Due Diligence Expiry Time;

(e) if the parties have not entered into the Definitive Agreement by 5:00 p.m. EDT on September 30, 2020 (or such later date as mutually agreed by the parties); or

(f) any applicable regulatory or governmental authority having notified in writing either CPC or Target that it will not permit the Transaction to proceed, in whole or in part.

Notices

26. Any notice required or permitted to be given hereunder shall be in writing and shall be effectively given if (a) delivered personally, (b) sent prepaid courier service or mail, or (c) sent by e-mail or other similar means of electronic communication addressed as follows:

(i) in the case of a notice to Target, addressed to it at:

6384269 Canada Inc.
7240 Waverly St. #115
Montreal, QC H2R 2Y8

Attention: Carl Goyette
E-mail: carl.goyette@guruenergy.com

(ii) in the case of a notice to CPC, addressed to it at:

Mira X Acquisition Corp.

135 Yorkville Avenue, Suite 900
Toronto, Ontario
M5R 0C7

Attention: Aaron Wolfe
E-mail: aaron.wolfe@jjrcapital.com

Any notice, designation, communication, request, demand, or other document given, sent, or delivered as aforesaid shall:

(A) if delivered personally or sent by prepaid courier service, be deemed to have been given, sent, delivered and received on the date of delivery;

(B) if sent by mail as aforesaid, be deemed to have been given, sent, delivered and received on the fourth business day following the date of mailing, unless at any time between the date of mailing and the fourth business day thereafter there is a discontinuance or interruption of regular postal service, whether due to strike or lockout or work slowdown, affecting postal service at the point of dispatch or delivery or any intermediate point, in which case the same shall be deemed to have been given, sent, delivered and received in the ordinary course of the mail, allowing for such discontinuance or interruption of regular postal service, and

(C) if sent by email or other means of electronic communication, be deemed to have been received on the business day of the sending if sent during normal business hours (otherwise on the following business day).

Miscellaneous

27. This Letter of Intent, the Transaction Documents and other agreements contemplated herein and therein, if entered into, shall be governed in all respects, including validity, interpretation and effect, by laws of the Province of Ontario and the federal laws of Canada applicable therein, without giving effect to the principles of conflicts of laws thereof and the undersigned hereby irrevocably attorn to the non-exclusive jurisdiction of the Courts of the Province of Ontario in respect of any matter arising hereunder or in connection herewith.

28. The Letter of Intent shall become effective as of the date of acceptance by Target as set forth on the signature page. This Letter of Intent is intended as an expression of the mutual intention of the parties to proceed towards settling the Transaction Documents including the Definitive Agreement and is not an offer or a contract or commitment having legal effect except with respect to Sections 1(b), 2, 3, 6, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32 and 33, which are intended to be binding and have legal effect and, in respect of which covenants, the parties acknowledge

having received valuable consideration. The binding obligations of this Letter of Intent will be binding upon, and will enure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns. No assignment of this Letter of Intent will be permitted without the consent of the other party.

29. This Letter of Intent may be executed and delivered in counterparts by DocuSign or other form of electronic delivery, and all such counterparts shall be deemed to be an original and constitute one document.

30. All monetary amounts contemplated by this Letter of Intent shall be in Canadian dollars, unless otherwise described.

31. Each party will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged, and delivered, such further actions, documents or assurances or things, and secure all necessary consents and authorizations, as may be reasonably requested by any other party for the more complete and perfect observances and performance of the terms of this Letter of Intent.

32. This Letter of Intent constitutes the entire agreement between the parties with respect to the subject matter herein and supersedes all previous communications, representations, understandings, and agreements, either oral or written, with respect to such subject matter.

33. This Letter of Intent may be amended or modified only by a separate agreement in writing signed by each party. No act or failure to act or delay in the enforcement of any right by either party hereunder constitutes a waiver of any right by such party under this Letter of Intent, and any such act, failure to act or delay does not constitute an approval of or acquiescence in any breach or continuing breach by the other party under this Letter of Intent except as expressly agreed to in writing; and no waiver of any breach of any provision of this Letter of Intent constitutes a waiver of any proceeding, continuing or succeeding breach of such provisions or of any other provision of this Letter of Intent.

[signature page follows]

If the terms of this Letter of Intent are acceptable, please communicate your acceptance by executing the duplicate copy hereof in the appropriate space below and returning such executed copy to us, prior to 5:00 pm (Toronto time) on August 24, 2020 at the address set out above.

Yours very truly,

MIRA X ACQUISITION CORP.

By: *"Ronald Schmeichel"*

Name: Ronald Schmeichel
Title: Chief Executive Officer

The terms of this Letter of Intent are hereby accepted as of the 24th day of August, 2020.

6384269 CANADA INC.

By: *"Carl Goyette"*
Name: Carl Goyette
Title: Authorized Signatory

"Eric Graveline"
Eric Graveline

"Joseph Zakher"
Joseph Zakher

"Carl Goyette"
Carl Goyette

SCHEDULE A
SUBSIDIARIES OF TARGET

GURU Beverage Inc. (Canada)

GURU Beverage Co. (Delaware)

SCHEDULE B
FORM OF VOTING SUPPORT AGREEMENT

THIS AGREEMENT is made as of the _____ day of •, 2020

AMONG:

•

(the "**Shareholder**")

OF THE FIRST PART

- and -

6384269 CANADA INC., a corporation incorporated under the Federal laws of Canada

("**Target**")

OF THE SECOND PART

- and -

MIRA X ACQUISITION CORP., a corporation incorporated under the laws of Ontario

("**Mira X**")

OF THE THIRD PART

WHEREAS:

A. Target, Mira X, and a wholly-owned subsidiary of Mira X ("**Mira MergeCo**") have entered into a merger agreement (the "**Merger Agreement**") dated •, 2020 providing for, among other things, the merger (the "**Merger**") of Target and Mira MergeCo and certain other transactions (collectively, the "**Transactions**").

B. As at the date hereof, the Shareholder is the beneficial owner of directly or indirectly, or exercises control or direction over, the number of shares of Target (the "**Shares**") and securities exercisable for or convertible into Shares ("**Securities**") as set forth on the signature page of this Agreement.

C. Target and Mira X have requested that the Shareholder enter into this Agreement with respect to the Shares and any Shares issuable on the exercise or conversion of Securities (collectively with the Shares, the "**Shareholder Shares**").

D. This Agreement sets out the terms and conditions of the agreement of the Shareholder to, among other things, tender its Shareholder Shares and Securities (collectively, the "**Shareholder Securities**") or vote its Shareholder Securities in favour of any resolutions or consents required to approve the Transactions, including, without limitation, the Merger Agreement and any resolutions or consents in respect of any post-closing obligations and any other resolutions or consents necessary or desirable in relation to such approval and not dispose of any Shareholder Securities for the period specified herein.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the sum of $1.00 paid by each of the parties hereto to the other, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Representations of Shareholder.** The Shareholder represents and warrants that, as of the date hereof:

   (a) the Shareholder is the beneficial owner of, directly or indirectly, or exercises control or direction over, the number of Shares and Securities as set forth on the signature page of this Agreement;

   (b) neither the Shares nor the Securities are subject to any voting arrangement or agreement or adverse claim;

   (c) the Shareholder does not beneficially own, directly or indirectly, nor exercise control or direction over, any securities of Target or Mira X or rights to acquire securities of Target or Mira X, other than the securities referred to in Section 1(a) above as set forth on the signature page of this Agreement; and

   (d) the Shareholder has full power and authority to make, enter into, and carry out the terms of this Agreement.

2. **Agreement to Vote Shareholder Securities.** From the date hereof until this Agreement is terminated in accordance with its terms, the Shareholder hereby agrees that, except for all such actions which are permitted pursuant to Section 3 hereof:

   (a) at any meeting of the shareholders of Target or any class thereof, however called, or in respect of any written resolution or consent required of the shareholders of Target for the purpose of approving the Transactions or any part thereof including as required by any shareholders' agreement, the Shareholder shall (or cause the holder of record to, if the Shareholder is the beneficial owner but not the holder of record of the Shareholder Securities), vote all of its Shareholder Securities in favour of all of the resolutions to approve, or implement the Transactions and any actions required in furtherance of the actions contemplated thereby or otherwise provides its consent in respect of the foregoing and to vote against any resolution or proposal by any person (other than Target or Mira X, as applicable, or any of its representatives) to either amend any such resolutions or adjourn the special meeting of Target at which such resolutions have been proposed;

(b) the Shareholder will, if applicable, deliver or cause to be delivered certificates representing the Shareholder Securities into the Merger and will execute any documents or consents required by the rules and policies of the Toronto Stock Exchange and TSX Venture Exchange in connection with the Transactions.

3. **No Limit on Fiduciary Duty.** Nothing contained in this Agreement will:

(a) restrict, limit or prohibit the Shareholder from exercising, in the Shareholder's capacity as a director or officer of Target, the Shareholder's fiduciary duties to Target under applicable law; or

(b) require the Shareholder, in the Shareholder's capacity as an officer of Target, to take any action in contravention of, or omit to take any action pursuant to, or otherwise take or refrain from taking any actions which are inconsistent with, instructions or directions of Target's board of directors undertaken in the exercise of their fiduciary duties,

provided that nothing in this Section 3 will be deemed to relieve the Shareholder from any of its respective obligations under any provision of this Agreement other than Section 2 and Section 6 hereof and only to the extent that Section 2 and/or Section 6 relates to actions taken by the Shareholder solely in his or her capacity as a director or officer of Target.

4. **Control Over Corporation or Partnership.** If any of the Shareholder Securities are held through a corporation, partnership, trust or other entity over which the Shareholder has control, as defined in Multilateral Instrument 61-101 — *Protection of Minority Security Holders in Special Transactions* (either alone or in conjunction with any other person) ("**Control**"), the Shareholder will act, vote and exercise its power and authority to ensure that this Agreement is complied with by said corporation, partnership, trust or other entity.

5. **No Voting Trusts.** The Shareholder will not, nor will the Shareholder permit any person or entity under such Shareholder's Control to, deposit any of the Shareholder Securities in a voting trust or subject any of the Shareholder Securities to any arrangement or agreement with respect to the voting of such Shareholder Securities, other than agreements entered into with Target.

6. **Transfer and Encumbrance.** Each Shareholder hereby covenants and agrees that, except with the prior written consent of Target and Mira X, such Shareholder will not transfer, sell or offer to transfer or sell or otherwise dispose of or encumber (or permit any such action to occur in respect of) all or any of the Shareholder Securities or any interest therein, if any, from the date hereof except for the purpose of converting such Shareholder Securities into securities of the corporation resulting from the Merger.

7. **Termination.** This Agreement shall terminate on the first to occur of:

(a) Target and Mira X providing written notice of termination of this Agreement to the Shareholder;

(b) the date on which the Merger Agreement is terminated in accordance with its terms, upon which Mira X and Target shall provide notice thereof to the Shareholder; and

(c) the completion of the Merger.

If this Agreement is terminated in accordance with this Section 7, the provisions of this Agreement shall forthwith be of no further force and effect except as set forth in this Section 7 and Section 15 which provisions shall survive the termination of this Agreement and there shall be no liability on the part of the Shareholder, Target or Mira X except to the extent that any such party is in default of its obligations herein.

8. **No Solicitation**. The Shareholder agrees not to, directly or indirectly, solicit, initiate, knowingly encourage, co-operate with or facilitate (including by way of furnishing any non-public information or entering into any form of agreement, arrangement or understanding) the submission, initiation or continuation of any oral or written inquiries, proposals or expressions of interest regarding, constituting or that may reasonably be expected to lead to any activity, arrangement or transaction or propose any activities or solicitations in opposition to or in competition with the Transactions, and without limiting the generality of the foregoing, not to induce or attempt to induce any other person to initiate any shareholder proposal or “takeover bid”, exempt or otherwise, within the meaning of the *Securities Act* (Ontario) (or other business combination or transaction, for securities or assets of Target or any of its subsidiaries, nor to undertake any transaction or negotiate any transaction which would reasonably be or potentially could be in conflict with the Transactions. In the event that the Shareholder receives directly or indirectly any form of offer, expression of interest, proposal, or inquiry, the Shareholder shall forthwith (in any event within one (1) business day following receipt) notify Mira X of such offer or inquiry and provide Mira X with such details as it may request.

9. **Specific Performance.** The Shareholder acknowledges that it will be impossible to measure in monetary terms the damage to Target and Mira X if the Shareholder fails to comply with any of its obligations under this Agreement, that every such obligation is material and that, in the event of any such failure, Target and Mira X will not have an adequate remedy at law or in damages, and, accordingly, the Shareholder agrees that the issuance of an injunction or other equitable remedy is an appropriate remedy for any such failure.

10. **Successors.** This Agreement will enure to the benefit of and be binding upon the respective heirs, executors, administrators, other legal representatives, successors, and permitted assigns of the parties hereto. No party may assign any of its rights or obligations under this Agreement without the prior written consent of the other parties.

11. **Entire Agreement.** This Agreement supersedes all prior agreements between the parties hereto with respect to the subject matter hereof and contains the entire agreement among the parties with respect to the subject matter hereof. This Agreement may not be modified or waived, except expressly by an instrument in writing signed by all the parties hereto. No waiver of any provision hereof by any party shall be deemed a waiver by any other

party nor shall any such waiver be deemed a continuing wavier of any matter by such party,

12. **Notice.** Any demand, notice or other communication to be given in connection with this Agreement must be given in writing and will be given by personal delivery or by electronic means of communication addressed to the recipient as follows:

(a) if to the Shareholder at the applicable address set forth on the signature page of this Agreement;

(b) if to Target:

6384269 Canada Inc.
7240 Waverly St. #115
Montreal, QC H2R 2Y8

Attention: Carl Goyette
E-mail: carl.goyette@guruenergy.com

(c) if to Mira X:

Mira X Acquisition Corp.
135 Yorkville Avenue, Suite 900
Toronto, Ontario
M5R 0C7

Attention: Aaron Wolfe
E-mail: aaron.wolfe@jjrcapital.com

or to such other street address, individual or electronic communication number or address as may be designated by notice given by either party to the other. Any demand, notice or other communication given by personal delivery will be conclusively deemed to have been given on the day of actual delivery thereof and if given by electronic communication, on the day of transmittal thereof if given during the normal business hours of the recipient and on the business day (being any day other than a Saturday, Sunday or statutory holiday in the City of Toronto, Ontario) during which such normal business hours next occur if not given during such hours on any day.

13. **Further Assurances.** Each of the parties hereto will from time to time execute and deliver all such further documents and instruments and do all acts and things as any other party may, either before or after the effective date of the Merger, reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

14. **Severability.** Each of the covenants, provisions, sections, subsections and other subdivisions hereof is severable from every other covenant, provision, section, subsection

and subdivision and the invalidity or unenforceability of any one or more covenants, provisions, sections, subsections and other subdivisions hereof shall not affect the validity or enforceability of the remaining covenants, provisions, sections, subsections or subdivisions hereof.

15. **Miscellaneous.**

(a) This Agreement shall be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and the parties hereto agree to attorn to the jurisdiction of the courts of the Province of Ontario.

(b) This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument.

(c) Delivery of an executed signature page to this Agreement by any party by electronic transmission will be as effective as delivery of a manually executed copy of this Agreement by such party.

(d) All Section headings herein are for convenience of reference only and are not part of this Agreement and no construction or interference shall be derived therefrom.

(e) In this Agreement, words importing the singular number only include the plural and vice versa, words importing any gender include all genders and words importing persons include individuals, corporations, limited and unlimited liability companies, general and limited partnerships, associations, trusts, unincorporated organizations, joint ventures and governmental authorities.

16. **Expenses.** Subject to Section 19 of the letter of intent or equivalent provision of the Merger Agreement, Target, Mira X, and the Shareholder each agree to pay their own respective expenses incurred in connection with this Agreement. This Section 16 will survive the termination of this Agreement.

17. **Public Disclosure.** Except as required by law, no public announcement or press release concerning this Agreement may be made by the parties hereto without the prior consent and joint approval of Target and Mira X.

18. **Independent Legal Advice.** The Shareholder acknowledges that it has had the opportunity to receive independent legal advice with respect to this Agreement. The Shareholder understands his or her rights and obligations under this Agreement and its nature and consequences.

[Remainder of page intentionally left blank]

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

6384269 CANADA INC.

By: ______________________________
Name: •
Title: •

MIRA X ACQUISITION CORP.

By: ______________________________
Name: Ronald Schmeichel
Title: Chief Executive Officer

____
[Shareholder]

____
(Signature of Witness, if applicable)

Address of Shareholder:

____
____
____

____
(Signature of Shareholder)

Number of Shares Beneficially Owned or Controlled or Directed by the Shareholder: ______________________________

Number of Securities Beneficially Owned or Controlled or Directed by the Shareholder: ______________________________