



Ontario
CERTIFICATE
 This is to certify that these
 articles are effective on

CERTIFICAT
 Ceci certifie que les présents
 statuts entrent en vigueur le

5018262

JULY 09 JUILLET, 2019

Barbara Luckitt (17)

Director / Directrice
 Business Corporations Act / Loi sur les sociétés par actions

Form 4
 Business
 Corporations
 Act

Formule 4
 Loi sur les
 sociétés par
 actions

**ARTICLES OF AMALGAMATION
 STATUTS DE FUSION**

1. The name of the amalgamated corporation is: (Set out in BLOCK CAPITAL LETTERS)
 Dénomination sociale de la société issue de la fusion: (Écrire en LETTRES MAJUSCULES SEULEMENT):

B	H	A	N	G		C	A	N	A	D	A		C	O	R	P	.														

2. The address of the registered office is:
 Adresse du siège social:

340 Richmond Street West

Street & Number or R.R. Number & if Multi-Office Building give Room No. /
 Rue et numéro ou numéro de la R.R. et, s'il s'agit d'un édifice à bureaux, numéro du bureau

Toronto

ONTARIO

M	5	V	1	X	2
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Name of Municipality or Post Office /
 Nom de la municipalité ou du bureau de poste

Postal Code/Code postal

3. Number of directors is: Fixed number OR minimum and maximum 1 10
 Nombre d'administrateurs: Nombre fixe OU minimum et maximum

4. The director(s) is/are: / Administrateur(s):

First name, middle names and surname Prénom, autres prénoms et nom de famille	Address for service, giving Street & No. or R.R. No., Municipality, Province, Country and Postal Code Domicile élu, y compris la rue et le numéro ou le numéro de la R.R., le nom de la municipalité, la province, le pays et le code postal	Resident Canadian State 'Yes' or 'No' Résident canadien Oui/Non
Scott Van Rixel	6815 Biscayne Blvd., Ste. 103 Miami, Florida 33138	No
Stephen Gledhill	14924 Yonge St., Suite 324 Aurora, ON L4G 6H	Yes

5. Method of amalgamation, check A or B
 Méthode choisie pour la fusion – Cocher A ou B :

A - **Amalgamation Agreement / Convention de fusion :**



The amalgamation agreement has been duly adopted by the shareholders of each of the amalgamating corporations as required by subsection 176 (4) of the *Business Corporations Act* on the date set out below.

Les actionnaires de chaque société qui fusionne ont dûment adopté la convention de fusion conformément au paragraphe 176(4) de la *Loi sur les sociétés par actions* à la date mentionnée ci-dessous.

or
ou

B - **Amalgamation of a holding corporation and one or more of its subsidiaries or amalgamation of subsidiaries / Fusion d'une société mère avec une ou plusieurs de ses filiales ou fusion de filiales :**



The amalgamation has been approved by the directors of each amalgamating corporation by a resolution as required by section 177 of the *Business Corporations Act* on the date set out below.

Les administrateurs de chaque société qui fusionne ont approuvé la fusion par voie de résolution conformément à l'article 177 de la *Loi sur les sociétés par actions* à la date mentionnée ci-dessous.

The articles of amalgamation in substance contain the provisions of the articles of incorporation of
 Les statuts de fusion reprennent essentiellement les dispositions des statuts constitutifs de

and are more particularly set out in these articles.
 et sont énoncés textuellement aux présents statuts.

Names of amalgamating corporations Dénomination sociale des sociétés qui fusionnent	Ontario Corporation Number Numéro de la société en Ontario	Date of Adoption/Approval Date d'adoption ou d'approbation		
		Year année	Month mois	Day jour
PELE ACQUISITION CORP.	2664089	2019	07	09
BHANG CANADA INC.	2664236	2019	07	08

6. Restrictions, if any, on business the corporation may carry on or on powers the corporation may exercise.
Limites, s'il y a lieu, imposées aux activités commerciales ou aux pouvoirs de la société.

None

7. The classes and any maximum number of shares that the corporation is authorized to issue:
Catégories et nombre maximal, s'il y a lieu, d'actions que la société est autorisée à émettre :

The Corporation is authorized to issue an unlimited number of common shares.

8. Rights, privileges, restrictions and conditions (if any) attaching to each class of shares and directors authority with respect to any class of shares which may be issued in series:

Droits, privilèges, restrictions et conditions, s'il y a lieu, rattachés à chaque catégorie d'actions et pouvoirs des administrateurs relatifs à chaque catégorie d'actions qui peut être émise en série :

The rights, privileges, restrictions and conditions attaching to the Common shares are as follows:

(a) Dividends. Subject to the provisions of the Business Corporations Act (Ontario) (the "Act") and the rights of the holders of any class of shares entitled to receive dividends in priority to the Common Shares, the holders of the Common shares shall be entitled to receive dividends if, as and when declared by the board of directors of the Corporation out of the assets of the Corporation properly applicable to the payment of dividends in such amounts and payable in such manner as the board of directors may from time to time determine. Subject to the rights of the holders of any other class of shares of the Corporation entitled to receive dividends in priority to or rateably with the Common shares, the board of directors may in their sole discretion declare dividends on the Common shares to the exclusion of any other class of shares of the Corporation.

(b) Participation upon Liquidation, Dissolution or Winding-Up. In the event of the liquidation, dissolution or winding-up of the Corporation or other distribution of assets of the Corporation among its shareholders for the purpose of winding-up its affairs, the holders of the Common shares shall, subject to the rights of the holders of any other class of shares of the Corporation entitled to receive the assets of the Corporation upon such a distribution in priority to the Common shares, be entitled to participate rateably in any distribution of the assets of the Corporation.

(c) Voting Rights. The holders of the Common shares shall be entitled to receive notice of and to attend any meeting of shareholders of the Corporation, other than meetings of the holders of another class or series of shares, at which meeting each holder shall be entitled to one (1) vote for each Common share held.

9. The issue, transfer or ownership of shares is/is not restricted and the restrictions (if any) are as follows:
L'émission, le transfert ou la propriété d'actions est/n'est pas restreint. Les restrictions, s'il y a lieu, sont les suivantes :

The right to transfer shares of the Corporation shall be restricted in that no shareholder shall be entitled to transfer any share or shares of the Corporation without the approval of:

(a) the directors of the Corporation expressed by resolution passed by the votes cast by a majority of the directors of the Corporation at a meeting of the board of directors or signed by all of the directors of the Corporation; or

(b) the shareholders of the Corporation expressed by resolution passed by the votes cast by a majority of the shareholders who voted in respect of the resolution or signed by all shareholders entitled to vote on that resolution.

10. Other provisions, (if any):
Autres dispositions, s'il y a lieu :

(a) The number of security holders that beneficially own, directly or indirectly, securities of the Corporation, other than non-convertible debt securities, is limited to 50, not including employees or former employees of the Corporation or its affiliates, provided that each person is counted as one beneficial owner unless the person is created or used solely to purchase or hold securities of the Corporation in which case each beneficial owner or each beneficiary of the person, as the case may be, must be counted as a separate beneficial owner.

(b) The securities of the Corporation, other than non-convertible debt securities, may be distributed only to persons described in Section 2.4 of National Instrument 45-106 - Prospectus Exemptions, as promulgated by the Canadian Securities Administrators, as the same may be amended, replaced or substituted for from time to time.

11. The statements required by subsection 178(2) of the *Business Corporations Act* are attached as Schedule "A".
Les déclarations exigées aux termes du paragraphe 178(2) de la *Loi sur les sociétés par actions* constituent l'annexe A.
12. A copy of the amalgamation agreement or directors' resolutions (as the case may be) is/are attached as Schedule "B".
Une copie de la convention de fusion ou les résolutions des administrateurs (selon le cas) constitue(nt) l'annexe B.

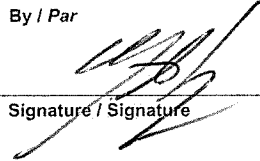
These articles are signed in duplicate.
Les présents statuts sont signés en double exemplaire.

Name and **original signature** of a director or authorized signing officer of each of the amalgamating corporations. Include the name of each corporation, the signatories name and description of office (e.g. president, secretary). **Only a director or authorized signing officer can sign on behalf of the corporation.** / Nom et **signature originale** d'un administrateur ou d'un signataire autorisé de chaque société qui fusionne. Indiquer la dénomination sociale de chaque société, le nom du signataire et sa fonction (p. ex. : président, secrétaire). **Seul un administrateur ou un dirigeant habilité peut signer au nom de la société.**

Pele Acquisition Corp.

Names of Corporations / Dénomination sociale des sociétés

By / Par



Martin Cooper

Director

Signature / Signature

Print name of signatory /
Nom du signataire en lettres moulées

Description of Office / Fonction

Bhang Canada Inc.

Names of Corporations / Dénomination sociale des sociétés

By / Par

Stephen Gledhill

Treasurer

Signature / Signature

Print name of signatory /
Nom du signataire en lettres moulées

Description of Office / Fonction

Names of Corporations / Dénomination sociale des sociétés

By / Par

Signature / Signature

Print name of signatory /
Nom du signataire en lettres moulées

Description of Office / Fonction

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Nom du signataire en lettres moulées

Description of Office / Fonction

These articles are signed in duplicate.
Les présents statuts sont signés en double exemplaire.

Name and **original signature** of a director or authorized signing officer of each of the amalgamating corporations. Include the name of each corporation, the signatories name and description of office (e.g. president, secretary). **Only a director or authorized signing officer can sign on behalf of the corporation.** / Nom et **signature originale** d'un administrateur ou d'un signataire autorisé de chaque société qui fusionne. Indiquer la dénomination sociale de chaque société, le nom du signataire et sa fonction (p. ex. : président, secrétaire). **Seul un administrateur ou un dirigeant habilité peut signer au nom de la société.**

Pele Acquisition Corp.

Names of Corporations / Dénomination sociale des sociétés

By / Par

<hr/>	<hr/>	<hr/>
	Martin Cooper	Director
Signature / Signature	Print name of signatory / Nom du signataire en lettres moulées	Description of Office / Fonction

Bhang Canada Inc.

Names of Corporations / Dénomination sociale des sociétés

By / Par

	<hr/>	<hr/>
	Stephen Gledhill	Treasurer
Signature / Signature	Print name of signatory / Nom du signataire en lettres moulées	Description of Office / Fonction

Names of Corporations / Dénomination sociale des sociétés

By / Par

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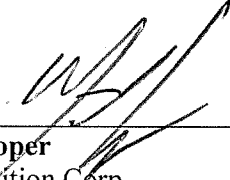
**STATEMENT OF DIRECTOR OR OFFICER
PURSUANT TO
SUBSECTION 178(2) OF THE BUSINESS CORPORATIONS ACT**

I, Martin Cooper, as the duly appointed President of Pele Acquisition Corp. (the "**Corporation**"), hereby state, on behalf of the Corporation and not in my personal capacity, as follows:

1. I am an officer of the Corporation, an amalgamating corporation and I have personal knowledge of its affairs.
2. I have conducted such examinations of the books and records of each amalgamating corporation as are necessary to enable me to make the statements hereinafter set forth.
3. I am satisfied that there are reasonable grounds for believing that on the effective date of the amalgamation:
 - (a) each amalgamating corporation is and the amalgamated corporation will be able to pay its liabilities as they become due, and
 - (b) the realizable value of the amalgamated corporation's assets will not be less than the aggregate of its liabilities and stated capital of all classes.
4. I am satisfied that there are reasonable grounds for believing that on the effective date of the amalgamation, no creditor will be prejudiced by the amalgamation or that adequate notice has been given to all known creditors of the amalgamating corporation and no creditor objects to the amalgamation otherwise than on grounds that are frivolous or vexatious.

[Signature page follows.]

DATED this 9 day of July, 2019.



Martin Cooper
Pele Acquisition Corp.
President

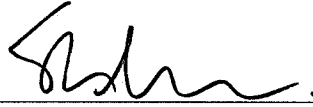
**STATEMENT OF DIRECTOR OR OFFICER
PURSUANT TO
SUBSECTION 178(2) OF THE BUSINESS CORPORATIONS ACT**

I, Stephen Gledhill, as the duly appointed Treasurer of Bhang Canada Inc. (the "**Corporation**"), hereby state, on behalf of the Corporation and not in my personal capacity, as follows:

1. I am an officer of the Corporation, an amalgamating corporation and I have personal knowledge of its affairs.
2. I have conducted such examinations of the books and records of each amalgamating corporation as are necessary to enable me to make the statements hereinafter set forth.
3. I am satisfied that there are reasonable grounds for believing that on the effective date of the amalgamation:
 - (a) each amalgamating corporation is and the amalgamated corporation will be able to pay its liabilities as they become due, and
 - (b) the realizable value of the amalgamated corporation's assets will not be less than the aggregate of its liabilities and stated capital of all classes.
4. I am satisfied that there are reasonable grounds for believing that on the effective date of the amalgamation, no creditor will be prejudiced by the amalgamation or that adequate notice has been given to all known creditors of the amalgamating corporation and no creditor objects to the amalgamation otherwise than on grounds that are frivolous or vexatious.

[Signature page follows.]

DATED this 9 day of July, 2019.



Stephen Gledhill
Treasurer

THIS AMALGAMATION AGREEMENT made as of the 9 day of July, 2019

BETWEEN:

BHANG INC.

(hereinafter called “**Resulting Issuer**”)

- and -

BHANG CANADA INC.

(hereinafter called “**Bhang Canada**”)

- and -

PELE ACQUISITION CORP.

(hereinafter called “**Pele Subco**”)

WHEREAS Bhang Canada and Pele Subco wish to amalgamate pursuant to Section 176 of the Act upon the terms and conditions hereinafter described and for such purpose Resulting Issuer has agreed to issue Resulting Issuer Shares as hereinafter provided.

NOW THEREFORE for good and valuable consideration the parties agree as follows:

1. In this Agreement:

- (a) “**Act**” means the *Business Corporations Act* (Ontario);
- (b) “**Agency Agreement**” means the agency agreement dated February 12, 2019, between Resulting Issuer, Bhang Canada, Bhang and the Agent with respect to the Private Placement;
- (c) “**Agent**” means AltaCorp Capital Inc.;
- (d) “**Agreement**” means this Amalgamation Agreement;
- (e) “**Amalco**” means the continuing corporation constituted upon the Amalgamation becoming effective;
- (f) “**Amalco Common Shares**” means the common shares in the capital of Amalco;
- (g) “**Amalgamating Corporations**” means Bhang Canada and Pele Subco;
- (h) “**Amalgamation**” means the amalgamation of the Amalgamating Corporations as contemplated in this Agreement;
- (i) “**Articles of Amalgamation**” means the articles of amalgamation entered into as a result of this Agreement;
- (j) “**Certificate of Amalgamation**” means the Certificate of Amalgamation to be issued pursuant to the Act giving effect to the Amalgamation;

- (k) “**Definitive Transaction Agreement**” means the definitive transaction agreement dated November 8, 2018 between Resulting Issuer, Bhang Canada, Pele Subco and Bhang Corporation, as amended on November 30, 2018 and March 29, 2019;
- (l) “**Effective Date**” means the effective date of the Amalgamation as set forth in the Certificate of Amalgamation issued to Amalco;
- (m) “**Bhang Canada Broker Warrants**” means the purchase warrants entitling the Agent to purchase Bhang Canada Units as set out in the Agency Agreement;
- (n) “**Bhang Canada Common Shares**” means the common shares in the capital of Bhang Canada as the same are constituted on the date hereof;
- (o) “**Bhang Canada Units**” means one Bhang Canada Common Share and one half of one Bhang Canada Warrant;
- (p) “**Bhang Canada Warrantholder**” means a holder of the Bhang Canada Warrants;
- (q) “**Bhang Canada Warrants**” means the whole common share purchase warrants of Bhang Canada exercisable into one Bhang Canada Common Share at an exercise price of \$0.65 per Bhang Canada Common Share for 24 months;
- (r) “**Pele Subco Common Shares**” means the common shares in the capital of Pele Subco;
- (s) “**Pele Subco Shareholders**” means the holders of Pele Subco Common Shares;
- (t) “**Private Placement**” means the brokered private placement of subscription receipts issued by Bhang Canada at a price of \$0.50 per subscription receipt for aggregate gross proceeds of up to \$10,000,000;
- (u) “**Resulting Issuer Broker Warrants**” means the purchase warrants entitling the Agent to purchase Resulting Issuer Units as set out in the Agency Agreement;
- (v) “**Resulting Issuer Shares**” means the post-consolidated subordinate voting shares in the capital of Resulting Issuer as the same are constituted on the Effective Date immediately prior to the Amalgamation;
- (w) “**Resulting Issuer Units**” means one Resulting Issuer Share and one half of one Resulting Issuer Warrant;
- (x) “**Resulting Issuer Warrants**” means the whole subordinate voting share purchase warrants of the one half of one Resulting Issuer Warrant each exercisable into one Resulting Issuer Share at an exercise price of \$0.65 per Resulting Issuer Share for 24 months;

2. Amalgamation

Subject to shareholder approval by each of the Amalgamating Corporations and subject to Section 5 hereof, the Amalgamating Corporations hereby agree to amalgamate pursuant to the provisions of the Act and to continue as one corporation on the terms and conditions herein set forth.

3. On the Effective Date

- (a) The Amalgamating Corporations are amalgamated and continue as Amalco under the terms and conditions prescribed in this Agreement.
- (b) All liabilities and amounts receivable owed by each Amalgamating Corporation to each other, and any related security, will be cancelled.
- (c) Subject to Subsection 3(b), Amalco will possess all the property, rights, assets, privileges and franchises and will be subject to all of the contracts, liabilities, debts and obligations of each of the Amalgamating Corporations.
- (d) Subject to Subsection 3(b), all rights of creditors against the properties, rights, assets, privileges and franchises of each Amalgamating Corporation and all liens upon their respective properties, rights, assets, privileges and franchises, will be unimpaired by the Amalgamation and all debts, contracts, liabilities and duties of each Amalgamating Corporation will, from and after the date upon which the Amalgamation becomes effective, attach to Amalco and may be enforced against it.
- (e) No action or proceeding by or against any of the Amalgamating Corporations will abate or be affected by the Amalgamation, and any conviction against, or ruling under, a judgment in favour of or against, an Amalgamating Corporation may be enforced by or against Amalco.

4. Amalgamated Corporations

- (a) The proposed name of Amalco will be "Bhang Canada Corp."
- (b) There will be no restrictions on the business that Amalco may carry on or on the powers it may exercise.
- (c) The head office of Amalco will be located at 340 Richmond Street West, Toronto, Ontario M5V 1X2.
- (d) The capital of Amalco will be an unlimited number of common shares.
- (e) No securities of Amalco, other than non-convertible debt securities, will be transferred without either:
 - (i) the consent of the directors of Amalco expressed by a resolution passed by the board of directors or by an instrument or instruments in writing signed by a majority of the directors; or
 - (ii) the consent of the holders of a majority of the voting shares of Amalco for the time being outstanding expressed by a resolution passed by the shareholders or by an instrument or instruments in writing signed by all of the holders of those voting shares of Amalco.
- (f) The board of directors of Amalco will, until otherwise changed in accordance with the Act, consist of not less than one (1) and not more than ten (10) directors.
- (g) The first directors of Amalco will be the persons whose names, addresses and occupations appear below, 50% of whom are resident Canadians:

<u>Full Name</u>	<u>Residential Address</u>	<u>Resident Canadian</u>
Scott Van Rixel		No
Stephen Gledhill		Yes

Such directors will hold office until the first annual meeting of Amalco or until their successors are duly elected or appointed; and

- (h) The by-laws of Amalco until repealed, amended or altered will be the by-laws of Bhang Canada.

5. Issuance of Resulting Issuer Shares Upon Amalgamation

On the Effective Date:

- (a) each shareholder of Bhang Canada will receive, instead of Amalco Common Shares, one fully paid and non-assessable Resulting Issuer Share in exchange for each issued and outstanding Bhang Canada Common Share held by such shareholder and the Bhang Canada Common Shares thus exchanged will be cancelled without reimbursement of the capital represented by such shares;
- (b) each Bhang Canada Warrantholder will receive, instead of warrants in Amalco, one Resulting Issuer Warrant in exchange for each Bhang Canada Warrant held by such warrant holder, and the Bhang Canada Warrants exchanged thereby will be cancelled;
- (c) the Agent will receive, instead of broker warrants in Amalco, one Resulting Issuer Broker Warrant in exchange for each Bhang Canada Broker Warrant held by the Agent, and the Bhang Canada Broker Warrants exchanged thereby will be cancelled;
- (d) in consideration of the issue by Resulting Issuer of the Resulting Issuer Shares, Resulting Issuer Warrants and Resulting Issuer Broker Warrants pursuant to Subsections 5(a), 5(b), and 5(c), Amalco will issue to Resulting Issuer one fully paid Amalco Common Share for each Resulting Issuer Share so issued; and
- (e) the Resulting Issuer will receive one Amalco Common Share in exchange for each Pele Subco Common Share held by Resulting Issuer and the Pele Subco Common Shares exchanged thereby will be cancelled without reimbursement of the capital represented by such shares.

6. Modification or Termination of Amalgamation

The Amalgamating Corporations may, by resolution of their respective boards of directors, assent to any modification of this Agreement that the Director under the Act may require and this Agreement will be deemed to include such modification.

This Agreement may, prior to the issuance of a Certificate of Amalgamation, be terminated by either of the Amalgamating Corporations by resolution of their respective board of directors and the approval of the shareholders of the Amalgamating Corporations on the terms and conditions hereof.

7. Articles of Amalgamation

Upon each of the Amalgamating Corporations approving this Agreement in accordance with the Act, the Amalgamating Corporations will execute and deliver to the Director under the Act, the Articles of Amalgamation, in duplicate, and apply for a Certificate of Amalgamation for the purpose of bringing this Amalgamation into effect.

8. Covenants of Bhang Canada

Bhang Canada covenants and agrees with Resulting Issuer and Pele Subco that it will:

- (a) use its reasonable commercial efforts to cause each of the conditions precedent set forth in Section 14 to be complied with; and
- (b) subject to the written consent of all the shareholders of Pele Subco being obtained for the completion of the Amalgamation, thereafter jointly with Resulting Issuer and Pele Subco file with the Director under the Act the Articles of Amalgamation and such other documents as may be required to give effect to the Amalgamation upon and subject to the terms and conditions of this Agreement.

9. Covenants of Resulting Issuer and Pele Subco

Resulting Issuer and Pele Subco covenants and agrees with Bhang Canada that it will:

- (a) jointly with Bhang Canada and Pele Subco file with the Director under the Act the Articles of Amalgamation and such other documents as may be required to give effect to the Amalgamation upon and subject to the terms and conditions of this Agreement;
- (b) use its reasonable commercial efforts to cause each of the conditions precedent set forth in Section 14 hereof to be complied with; and
- (c) issue that number of Resulting Issuer Shares, Resulting Issuer Warrants and Resulting Issuer Broker Warrants as required by Section 5 hereof.

10. Covenants of Pele Subco

Pele Subco covenants and agrees with Resulting Issuer and Bhang Canada that it will:

- (a) not, from the date of execution hereof to the Effective Date, except with the prior written consent of Resulting Issuer and Bhang Canada, conduct any business which would prevent Resulting Issuer or Bhang Canada from performing any of their respective obligations hereunder;
- (b) use its reasonable commercial efforts to cause each of the conditions precedent set forth in Section 14 hereof to be complied with; and
- (c) jointly with Bhang Canada and Resulting Issuer file the Articles of Amalgamation and such other documents as may be required to give effect to the Amalgamation upon and subject to the terms and conditions of this Agreement.

11. Representation and Warranty of Resulting Issuer

Resulting Issuer represents and warrants to and in favour of Bhang Canada and Pele Subco (and acknowledges that Bhang Canada and Pele Subco are relying upon such representation and warranty) that

Resulting Issuer is duly authorized to execute and deliver this Agreement and this Agreement is a valid and binding agreement, enforceable against Resulting Issuer in accordance with its terms.

12. Representation and Warranty of Bhang Canada

Bhang Canada represents and warrants to and in favour of Resulting Issuer and Pele Subco (and acknowledges that Resulting Issuer and Pele Subco are relying upon such representation and warranty) that Bhang Canada is duly authorized to execute and deliver this Agreement and this Agreement is a valid and binding agreement, enforceable against Bhang Canada in accordance with its terms.

13. Representation and Warranty of Pele Subco

Pele Subco represents and warrants to and in favour of Resulting Issuer and Bhang Canada (and acknowledges that Resulting Issuer and Bhang Canada are relying upon such representation and warranty) that Pele Subco is duly authorized to execute and deliver this Agreement and this Agreement is a valid and binding agreement, enforceable against Pele Subco in accordance with its terms.

14. Conditions Precedent

The respective obligations of the parties hereto to consummate the transactions contemplated hereby, and in particular the Amalgamation, are subject to the satisfaction, on or before the Effective Date, of the following conditions, any of which may be waived (subject to applicable law) by the consent of each of the parties without prejudice to their rights to rely on any other or others of such conditions:

- (a) this Agreement and the transactions contemplated hereby, including, in particular, the Amalgamation, shall be approved by all the shareholders of Pele Subco;
- (b) this Agreement and the transactions contemplated hereby, including, in particular, the Amalgamation, shall be approved by the shareholders of Bhang Canada;
- (c) the conditions set out in the Definitive Transaction Agreement have been satisfied; and
- (d) there shall not be in force any order or decree restraining or enjoining the consummation of the transactions contemplated by this Agreement including, without limitation, the Amalgamation.

15. Governing Law

This Agreement is governed by, and is to be construed and interpreted in accordance with, the laws of the Province of Ontario and the laws of Canada applicable therein.

16. Amendment and Waiver

No supplement, modification, amendment, waiver, discharge or termination of this Agreement is binding unless the party to be bound executes it in writing. No waiver of, failure to exercise or delay in exercising, any provision of this Agreement constitutes a waiver of any other provision (whether or not similar) nor does such waiver constitute a continuing waiver unless otherwise expressly provided.

17. Counterparts

This Agreement may be executed and delivered by the parties in one or more counterparts, each of which when so executed and delivered will be an original, and those counterparts will together constitute one and the same instrument.

18. Delivery

Delivery of this Agreement by facsimile transmission or functionally equivalent electronic means constitutes valid and effective delivery.

19. Further Assurances

Each party will execute and deliver any further agreements and documents and provide any further assurances as may be reasonably required by the other party to give effect to this Agreement and, without limiting the generality of the foregoing, will do or cause to be done all acts and things, execute and deliver or cause to be executed and delivered all agreements and documents and provide all assurances, undertakings and information as may be required from time to time by all regulatory or governmental bodies or stock exchanges having jurisdiction over the affairs of a party or as may be required from time to time under applicable securities legislation.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF this Amalgamation Agreement has been executed by the parties hereto.

BHANG INC.

Per: _____
Name: Title: _____

BHANG CANADA INC.

Per: _____
Name:
Title:

PELE ACQUISITION CORP.


Per: _____
Name:
Title:

IN WITNESS WHEREOF this Amalgamation Agreement has been executed by the parties hereto.

BHANG INC.

Per: _____
Name:
Title:

BHANG CANADA INC.

Per: 
Name:
Title:

PELE ACQUISITION CORP.

Per: _____
Name:
Title:

IN WITNESS WHEREOF this Amalgamation Agreement has been executed by the parties hereto.

BHANG INC.

Per: _____
Name: Title: _____

BHANG CANADA INC.

Per: _____
Name: _____
Title: _____

PELE ACQUISITION CORP.

Per: _____
Name: Steven Rukavina
Title: Secretary