

AMENDED AND RESTATED AMALGAMATION AGREEMENT

BETWEEN

MIRA X ACQUISITION CORP.

6384269 CANADA INC.

MIRA X SUBCO INC.

3597407 CANADA INC.

9600990 CANADA INC.

AND

JOSEPH ZAKHER

October 22, 2020

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AMALGAMATION AGREEMENT

THIS AMENDED AND RESTATED AMALGAMATION AGREEMENT made as of the 22nd day of October, 2020.

BETWEEN:

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

OF THE FIRST PART

- and -

6384269 CANADA INC., d/b/a GURU Organic Energy Drink, a body corporate organized under the Federal laws of Canada (hereinafter called "**GURU**")

OF THE SECOND PART

- and -

MIRA X SUBCO INC., a body corporate incorporated under the Federal laws of Canada (hereinafter called "**Mira Subco**")

OF THE THIRD PART

- and -

3597407 CANADA INC., a body corporate incorporated under the Federal laws of Canada (hereinafter called "**3597407**")

OF THE FOURTH PART

- and -

9600990 CANADA INC., a body corporate incorporated under the Federal laws of Canada (hereinafter called "**9600990**", and together with 3597407, hereinafter called the "**Holdcos**")

OF THE FIFTH PART

- and -

JOSEPH ZAKHER, an individual resident in Montreal, Quebec (hereinafter called "**Holdco Principal**")

OF THE SIXTH PART

WHEREAS GURU and Mira are parties to a letter of intent dated August 24, 2020 (the “**Letter of Intent**”) pursuant to which the parties have agreed to complete a business combination;

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

AND WHEREAS on September 28, 2020, GURU, Mira, Mira Subco, Holdcos and the Holdco Principal have entered into an amalgamation agreement with respect to the business combination (the “**Original Amalgamation Agreement**”);

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

AND WHEREAS following the completion of the Qualifying Transaction (as defined herein), the parties hereto wish to use best efforts to cause Amalco (as defined herein) to distribute all of its property, assets and liabilities to the Resulting Issuer (as defined herein) as soon as reasonably practicable following the completion of the Qualifying Transaction, resulting in all of the properties, assets and liabilities of Amalco then becoming the property, assets and liabilities of the Resulting Issuer;

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

ARTICLE 1 INTERPRETATION

1.1 Definitions

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

“**3597407 Common Shares**” means the Class “A” shares in the share capital of 3597407.

“**9600990 Common Shares**” means the Class “A” shares in the share capital of 9600990.

“**Agency Agreement**” means the agency agreement among GURU, Mira and a syndicate of agents to be entered into in respect of the GURU Private Placement.

“**Agent**” means Stifel Nicolaus Canada Inc., who has been engaged by GURU as lead agent of the GURU Private Placement.

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

“**Amalco**” means the amalgamated corporation to be formed by the amalgamation of GURU and Mira Subco, to be named “GURU Beverage Holdings Inc.”.

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

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

“**Applicable Anti-Money Laundering Laws**” has the meaning ascribed to such term in Section 4.2(mm).

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

“**ASPE**” means generally accepted accounting principles as set out in the Canadian Institute of Chartered Accountants Handbook for an entity that prepares its financial statements in accordance with Accounting Standards for Private Enterprises, at the relevant time, applied on a consistent basis.

“**Assessment**” has the meaning ascribed thereto in Subsection 3.2(g).

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

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

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

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

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

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

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

“**Class A Shares**” means Class A shares in the capital of GURU.

“**Class B Shares**” means Class B shares in the capital of GURU.

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

“**Closing Date**” means the date of the Closing, which shall be within three (3) Business Days following the later of the satisfaction or waiver of all conditions precedent to the Amalgamation (currently anticipated to be November 2, 2020), or such other date as GURU and Mira may collectively agree, acting reasonably, and in any event not later than the Termination Date.

“**Compensation Option Certificates**” means the certificates representing the GURU Compensation Options, which certificates shall govern the terms and conditions of the Compensation Options.

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

“**Consolidation**” means a consolidation of the Mira Common Shares on the basis of one (1) post-consolidation Mira Common Share for every 83.846 pre-consolidation Mira Common Shares, which Consolidation shall occur prior to completion of the Amalgamation.

“**Contract**” means any agreement, contract, instrument or commitment of any nature, written or oral, including, for greater certainty and without limitation, a lease, purchase agreement, manufacturing, supply or distribution agreement, joint venture, strategic relationship or collaboration agreement, grant or funding agreement from a Governmental Entity, mortgage, loan document, Debt Instrument or security document.

“**Corporate Presentation**” means the corporate presentation dated August 26, 2020 and delivered in connection with the GURU Private Placement.

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

“**Customer Data**” means all data, meta data, information or other content (i) transmitted to GURU by users or customers of GURU’s products; or (ii) otherwise stored or hosted by GURU, including Personally Identifiable Information, but excluding any Confidential Information and anonymized data.

“**Debt Instrument**” means any note, loan, bond, debenture, indenture, promissory note, credit facility or other instrument evidencing Indebtedness (demand or otherwise) for borrowed money.

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

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

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

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

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

“**Environmental Laws**” means any federal, provincial, local or municipal statute, Law, rule, regulation, ordinance, code, policy or any judicial or administrative interpretation thereof, including any judicial or administrative order, consent decree or judgment, relating to pollution or protection of human health, the environment (including ambient air, surface water, groundwater, land surface or subsurface strata) or wildlife, including Laws and regulations relating to the release or threatened release of Hazardous Substances or to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Substances.

“**Employee Plans**” has the meaning ascribed thereto in Subsection 4.2(nn).

“**Escrow Release Conditions**” means the list of conditions defined in the Subscription Receipt Agreement, the satisfaction of which will allow automatic conversion from each GURU Subscription Receipt to one Class A Share in the capital of GURU without payment of any additional consideration and without any further action by the holder.

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

“**Financial Statements**” means the (i) audited consolidated financial statements of GURU as of and for the years ended October 31, 2019 and October 31, 2018, and related notes thereto, and (ii) unaudited condensed interim financial statements of GURU as of and for the three month period ended March 31, 2020, each prepared in accordance with ASPE and disclosed to Mira in the virtual data room maintained by GURU.

“**Government Official**” means (a) any official, officer, employee, or representative of, or any person acting in an official capacity for or on behalf of, any Governmental Entity, (b)

any salaried political party official, elected member of political office or candidate for political office, or (c) any company, business, enterprise or other entity owned or controlled by any person described in the foregoing clauses.

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

“**GURU**” has the meaning ascribed thereto in the recitals of this Agreement.

“**GURU Alternative Transaction Agreement**” has the meaning ascribed thereto in Section 5.4.

“**GURU Alternative Transaction**” has the meaning ascribed thereto in Section 5.4.

“**GURU Common Shares**” means the common shares in the capital of GURU, including the Class A Shares, Class B Shares, Class C shares, Class D shares, Class E shares and Class F shares.

“**GURU Compensation Options**” means up to [REDACTED] post-GURU Consolidation GURU Common Shares.

“**GURU Compensation Option Shares**” means the Class A Shares or the Resulting Issuer Common Shares, as the case may be, issuable upon the due exercise of the Compensation Options.

“**GURU Consolidation**” means the reverse-consolidation of (i) the Class A Shares to be completed prior to the Effective Time on the basis of 916 post-consolidation Class A Shares for every 1 pre-consolidation Class A Share, and (ii) the Class B Shares to be completed prior to the Effective Time on the basis of 916 post-consolidation Class B Shares for every 1 pre-consolidation Class B Share.

“**GURU Event**” has the meaning ascribed thereto in Section 5.4.

“**GURU Offer**” has the meaning ascribed thereto in Section 5.4.

“**GURU Options**” means the 216,176 issued and outstanding options of GURU held by management and employees of GURU exercisable into 236 pre-GURU Consolidation GURU Common Shares.

“**GURU Private Placement**” means the brokered private placement of GURU Subscription Receipts for aggregate gross proceeds of not less than \$20 million at a per GURU Subscription Receipt offering price of \$5.45 that closed on September 30, 2020.

“GURU Shareholders’ Approval” means the approval of the shareholders of GURU of, among other things, the GURU Consolidation, Reorganization, the Amalgamation and this Agreement.

“GURU Subscription Receipts” means the subscription receipts of GURU issued under the GURU Private Placement, each GURU Subscription Receipt being automatically exchangeable, without any further action on the part of the holder and without payment of additional consideration, immediately prior to the completion of the Qualifying Transaction for up to 6,330,750 post-GURU Consolidation Class A Shares upon satisfaction of certain Escrow Release Conditions.

“GURU Termination” has the meaning ascribed thereto in Section 5.4.

“Hazardous Substances” means any substance, material or waste that is defined, judicially interpreted or identified in, or regulated, listed or prohibited by Environmental Laws, including pollutants, contaminants, chemicals, deleterious substances, dangerous goods, hazardous or industrial toxic wastes or substances, tailings, wasterock, radioactive materials, flammable substances, explosives, petroleum and petroleum products, polychlorinated biphenyls, chlorinated solvents and asbestos.

“Holdco Common Shares” means the 9600990 Common Shares and the 3597407 Common Shares.

“Holdco Consolidation” means the reverse-consolidation of (i) the 9600990 Common Shares to be completed prior to the Effective Time on the basis of 916 post-consolidation 9600990 Common Shares for every 1 pre-consolidation 9600990 Common Share, and (ii) the 3597407 Common Shares to be completed prior to the Effective Time on the basis of 71,867.80 post-consolidation 3597407 Common Shares for every 1 pre-consolidation 3597407 Common Share.

“Holdco Principal” has the meaning ascribed thereto in the recitals of this Agreement.

“Holdco Shareholders’ Approval” means the approval of the Amalgamation and the Agreement by the shareholders of each respective Holdco in accordance with the provisions of the CBCA.

“Holdcos” has the meaning ascribed thereto in the recitals of this Agreement.

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

“Indebtedness” of any Person means all obligations of such Person:

- (a) for borrowed money;
- (b) evidenced by notes, bonds, debentures or similar instruments, including Debt Instruments;

- (c) for the deferred purchase price of goods or services (other than trade payables or accruals incurred in the ordinary course of business);
- (d) under capital and operating leases;
- (e) under “vendor take-back” financing or deferred payments in connection with any acquisition; or
- (f) which are guarantees of the obligations described in any of clauses (a) through (e) above of any other Person if secured by any or all of the Assets and Properties of the guarantor.

“Intellectual Property” means, collectively, all domestic and foreign intellectual property rights which pertain to the business of GURU as it is currently conducted and contemplated of whatsoever nature, kind or description including all:(i) patent rights and utility model rights, whether registered or not; (ii) unregistered trade-marks, registered trade-marks, trade names, brand names, trade dress, logos, slogans, certification marks, other trade-mark rights and the goodwill associated with any of the foregoing; (iii) copyright and moral rights, whether registered or not; (iv) industrial designs, whether registered or not; (v) integrated circuit topographies, whether registered or not; (vi) mask works, whether registered or not; (vii) applications, registrations, renewals, continuations, extensions, divisions, reissuances, modifications, developments and extensions of any of the items listed in clauses (i) through (vi) above; (viii) trade secrets and proprietary and confidential information including patterns, plans, designs, research data, other proprietary know-how, processes, drawings, technology, inventions, formulae, specifications, performance data, quality control information, unpatented blue prints, flow sheets, equipment and parts lists, instructions, manuals, records and procedures; (ix) all intranets, extranets, domain names, website names, URLs, as well as all website design and content; (x) computer programs and other software including any of their versions, updates, upgrades, object and source codes, any improvement and related documentation together with all translations thereof; and (xi) all licenses, sublicenses, agreements and other contracts and commitments related to any of the foregoing, including the Intellectual Property rights set out in Schedule 4.2(x) hereto.

“Laws” means Securities Laws and all other statutes, regulations, statutory rules, orders, by-laws, codes, ordinances, decrees, the terms and conditions of any grant of approval, permission, authority or license, or any judgment, order, decision, ruling, award, policy or guideline, of any Governmental Entity; the term “applicable” with respect to such Laws and in the context that refers to one or more persons, means that such Laws apply to such person or persons or its or their business, undertaking, property or securities and emanate from a Governmental Entity, having jurisdiction over the person or persons or its or their business, undertaking, property or securities.

“Leased Premises” means the premises which GURU occupies as a tenant.

“Letter of Intent” has the meaning ascribed thereto in the recitals of this Agreement.

“Material Adverse Change” or **“Material Adverse Effect”** with respect to Mira or GURU, as the case may be, means any change (including a decision to implement such a change made by the board of directors or by senior management who believe that confirmation of the decision by the board of directors is probable), event, occurrence, fact, violation, inaccuracy, circumstance or effect that is or is reasonably likely to be materially adverse to the business, assets (including intangible assets), liabilities, capitalization, ownership, financial condition or results of operations of Mira or GURU, as the case may be, on a consolidated basis, the whole excluding any impact of the novel coronavirus disease (COVID-19) outbreak on the business, financial condition or other matters set forth above in respect of Mira or GURU unless to the extent that there is a material adverse development related thereto after the date of this Agreement.

“Material Agreement” means any contract, commitment, agreement (written or oral), instrument, lease or other document (including option agreements), to which GURU is a party or otherwise bound and which is material to GURU, and includes the Letter of Intent, this Agreement and the Subscription Receipt Agreement.

“Mira” has the meaning ascribed thereto in the recitals of this Agreement.

“Mira Alternative Transaction Agreement” has the meaning ascribed thereto in Section 5.4.

“Mira Alternative Transaction” has the meaning ascribed thereto in Section 5.4.

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

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

“Mira Event” has the meaning ascribed thereto in Section 5.4.

“Mira Management Options” means the management stock options of Mira currently outstanding to acquire collectively 1,470,000 Mira Common Shares.

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

“Mira Meeting” means the annual and special meeting of holders of Mira Common Shares to approve, among other things, the Mira Meeting Matters.

“Mira Meeting Matters” means the following matters, each subject to the completion of the Amalgamation: (i) the election of the directors set out in Subsection 2.3(c); (ii) the appointment of KPMG LLP as the auditor of Mira and the authorization of the board of directors of Mira to fix the remuneration thereof; (iii) the amendment of the articles of Mira to effect the Consolidation; (iv) the amendment of the articles of Mira to change its name to “GURU Organic Energy Corp.” or such similar name as may be accepted by the relevant regulatory authorities and approved by the board of directors and shareholders of

Mira; (v) the adoption of an omnibus incentive plan for the Resulting Issuer; (vi) the approval of the continuance of the Resulting Issuer under the CBCA following and subject to the completion of the Amalgamation; (vii) the ratification, confirmation and approval of the new general by-laws of the Resulting Issuer following the Continuance; and (viii) such other special business as may be properly brought before the Mira Meeting or any postponement or adjournment thereof.

“**Mira Offer**” has the meaning ascribed thereto in Section 5.4.

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

“**Mira Subco**” has the meaning ascribed thereto in the recitals of this Agreement.

“**Mira Termination**” has the meaning ascribed thereto in Section 5.4.

“**Offering Price**” means \$5.45 per GURU Subscription Receipt or post-consolidation Selling Share, as applicable.

“**Offered Receipts Escrowed Funds**” means the gross proceeds of the GURU Private Placement, less an amount equal to the estimated costs and expenses of the Agent in connection with the GURU Private Placement and the commission earned by the Agent in respect of sales of GURU Subscription Receipts to purchasers identified as retail purchasers and any expenses of Mira deducted pursuant to Subsection 8.7(a) hereto, held in escrow on behalf of the Purchasers.

“**Original Amalgamation Agreement**” “has the meaning ascribed thereto in the recitals of this Agreement.

“**Owned Intellectual Property**” means all material Intellectual Property that is owned by GURU.

“**Permits**” means all permits, licenses, certificates, consents and like authorizations necessary for it to carry on its business in each jurisdiction where such business is carried on that are material to the conduct of the business of GURU.

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

“**Personally Identifiable Information**” means any information that, alone or in combination with other information held by GURU, can be used to specifically identify a person including a natural person’s name, street address, telephone number, e-mail address, photograph, social insurance number, driver’s license number, passport number, credit or debit card number or customer or financial account number or any similar information that is treated as personally identifiable information under any applicable Laws.

“**Principals**” means, collectively, Eric Graveline, Joseph Zakher and Carl Goyette.

“Purchasers” means the persons who, as purchasers or beneficial purchasers, acquire the GURU Subscription Receipts by duly completing, executing and delivering a Subscription Agreement and any other required documentation.

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

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

“Regulation D” means Regulation D under the U.S. Securities Act.

“Release Event” means the delivery of the prescribed notice, under the Subscription Receipt Agreement to the Subscription Receipt Agent by GURU and the Agent upon satisfaction or waiver of the Escrow Release Conditions.

“Reorganization” means the following restructuring steps to occur in the following order prior to exchange of GURU Subscription Receipts for GURU Common Shares:

- (a) the GURU Consolidation; and
- (b) the Holdco Consolidation.

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

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

“Resulting Issuer Compensation Options” means compensation options of the Resulting Issuer issued upon the Amalgamation in exchange for GURU Compensation Options that provide the holder with the right to purchase Resulting Issuer Common Shares.

“Resulting Issuer Options” means options of the Resulting Issuer to purchase Resulting Issuer Common Shares.

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

“Secondary Offering” means the sale by the Selling Shareholders of an aggregate of 974,834 Class B Shares to the Secondary Purchasers at the Offering Price for aggregate gross proceeds to the Selling Shareholder of approximately \$5,200,000.

“**Secondary Purchasers**” means the persons who, as purchasers or beneficial purchasers, acquire the Selling Shares by duly completing, executing and delivering a Secondary Sale Share Purchase Agreement and any other required documentation.

“**Secondary Sale Share Purchase Agreements**” means the agreement entered into on the Closing Date among GURU, the applicable Selling Shareholder and the applicable Secondary Purchaser pursuant to which the Selling Shares shall be sold.

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

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

“**Selling Shareholders**” means the shareholders of GURU who are selling the Selling Shares to the Secondary Purchasers as part of the Secondary Offering.

“**Selling Shareholders Representative**” means GURU, as representative of the Selling Shareholders with respect to the Selling Shares and appointed hereby the Selling Shareholders in this capacity.

“**Selling Shareholders Representative Undertaking**” means the undertaking to be entered into by the Selling Shareholders Representative pursuant to the Agency Agreement.

“**Selling Shares**” means the Class B Shares that the Selling Shareholders propose to sell to the Secondary Purchasers pursuant to the Secondary Offering.

“**Subscription Agreements**” means, collectively, the subscription agreements for the GURU Subscription Receipts in the form agreed upon by GURU and the Agent pursuant to which Purchasers agree to subscribe for and purchase the GURU Subscription Receipts as therein contemplated and shall include, for greater certainty, all schedules thereto; and “**Subscription Agreement**” means any one of them, as the context requires.

“**Subscription Receipt Agent**” has the meaning ascribed thereto in Subsection 8.7(a).

“**Subscription Receipt Agreement**” means the subscription receipt agreement to be entered into in connection with the GURU Private Placement between GURU, Agent and Subscription Receipt Agent.

“**Target Support Agreement**” has the meaning ascribed thereto in Section 5.2(i).

“**Taxes**” means all taxes (including income tax, sales tax, value add tax, capital tax, payroll taxes, employer health tax, workers’ compensation payments, property taxes and land transfer taxes), duties, royalties, levies, imposts, assessments, deductions, charges or

withholdings and all liabilities with respect thereto including any penalty and interest payable with respect thereto.

“**Termination Date**” means November 15, 2020 or such other date as GURU and Mira may agree upon in writing.

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

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

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

“**U.S. Securities Act**” means the United States Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

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

1.2 Interpretation Not Affected by Headings, etc.

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

1.3 Number, etc.

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

1.4 Date for Any Action

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

1.5 Currency

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

1.6 Knowledge

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

1.7 Meanings

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

ARTICLE 2 AMALGAMATION

2.1 Amalgamation

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

2.2 Amalco

- (a) **Name.** The name of Amalco shall be “GURU Beverage Holdings Inc.”.
- (b) **Registered Office.** The registered office of Amalco shall be situated at 7240 Waverly St., Suite 115, Montreal, Quebec H2R 2Y8.
- (c) **Authorized Capital.** Amalco shall be authorized to issue an unlimited number of Amalco Shares.
- (d) **Restrictions on Share Transfer.** The transfer of shares of Amalco shall not be subject to any restrictions.
- (e) **Number of Directors.** The minimum number of directors of Amalco shall be 3 and the maximum number of directors of Amalco shall be 11.
- (f) **First Directors.** The initial number of directors of Amalco shall be 5. The first directors of Amalco shall be:

<u>Name</u>	<u>Address</u>
Carl Goyette	300 Hyppolite-Danault Street, Laprairie, Québec, J5R 6P2,
Joseph Zakher	115-7240 Waverly Street, Montreal, Québec, H2R 2Y8
Ingy Saraf	356 rue Daphné Laval (Québec) H7P5N5 Canada

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

<u>Name</u>	<u>Office</u>
Carl Goyette	President
Ingy Saraf	Chief financial officer and Corporate Secretary

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

2.3 Resulting Issuer

- (a) **Name.** The name of the Resulting Issuer shall be “GURU Organic Energy Corp.”.
- (b) **Registered Office.** The registered office of the Resulting Issuer shall be situated at 333 Bay Street, Suite 2400, Toronto, Ontario, M5H 2T6.
- (c) **First Directors.** The number of first directors of the Resulting Issuer shall be six. Subject to the receipt of all necessary approvals, the first directors of the Resulting Issuer shall be:

<u>Name</u>	<u>Address</u>
Suzanne Poirier	35 rue des Pistoles, Balinville, Quebec, J7C-5X4
Alain Miquelon	379 Avenue Portland, Mont-Royal, Québec, H3R 1V4
Philippe Meunier	533 rue de la Grande-Allée Montréal, Québec, H3E1Y3
Carl Goyette	300 Hyppolite-Danault Street, Laprairie, Québec, J5R 6P2,
Eric Graveline	240 E Silverado Ranch Blvd #1052, Las Vegas, NV 89183
Joseph Zakher	115-7240 Waverly Street, Montreal, Québec, H2R 2Y8

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

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

<u>Name</u>	<u>Office</u>
Carl Goyette	Chief Executive Officer
Joseph Zakher	Executive Chairman
Ingy Sarraf	Chief Financial Officer and Corporate Secretary
Alexis Giguere	VP Sales Canada
Luc Martin	VP R&D and Production

- (e) **First Auditors.** The Auditors of the Resulting Issuer shall be KPMG LLP. The Auditors of the Resulting Issuer shall hold office until the first annual meeting of shareholders of the Resulting Issuer following the Amalgamation or until their successor is appointed.
- (f) **Fiscal Year.** The fiscal year end of the Resulting Issuer shall be October 31.

2.4 Effect of Certificate of Amalgamation

Upon the issuance of the Certificate of Amalgamation:

- (a) the Amalgamation of GURU, the Holdcos and Mira Subco and their continuation as one corporation becomes effective;
- (b) the property of each of GURU, the Holdcos and Mira Subco shall continue to be the property of Amalco;
- (c) Amalco shall continue to be liable for the obligations of GURU, the Holdcos and Mira Subco;
- (d) any existing cause of action, claim, or liability to prosecution shall be unaffected;
- (e) a civil, criminal or administrative action or proceeding pending by or against GURU, the Holdcos or Mira Subco may be continued to be prosecuted by or against Amalco;
- (f) a conviction against, or ruling, order or judgment in favour of or against, GURU, the Holdcos or Mira Subco may be enforced by or against Amalco;
- (g) the Articles of Amalgamation are deemed to be the articles of incorporation of Amalco and the Certificate of Amalgamation is deemed to be the certificate of incorporation of Amalco;

- (h) Amalco shall be a wholly-owned subsidiary of Mira;
- (i) the aggregate stated capital of the common shares of Amalco shall become an amount equal to the paid-up capital for purposes of the *Income Tax Act* (Canada) of the common shares of Mira Subco immediately prior to the Amalgamation; and
- (j) the aggregate stated capital of the Resulting Issuer Common Shares shall be an amount equal to the aggregate paid-up capital for purposes of the *Income Tax Act* (Canada) immediately prior to the Amalgamation of (i) the Mira Common Shares, (ii) the Holdco Common Shares that are exchanged, or deemed to be exchanged, for Mira Common Shares pursuant to the Amalgamation, and (ii) the GURU Common Shares that are exchanged, or deemed to be exchanged, for Mira Common Shares pursuant to the Amalgamation.

2.5 Manner of Exchange of Issued Securities

Upon the terms and subject to the conditions set forth herein, at the time of the Amalgamation and subject to the completion of the Mira Consolidation, GURU Consolidation and the Holdco Consolidation,

- (a) each outstanding GURU Common Share (except for GURU Common Shares held by holders that have validly exercised their dissent rights in connection with the GURU Shareholder Approval and GURU Common Shares held by the Holdcos immediately prior to the Effective Time) shall be exchanged for one fully-paid and non-assessable Resulting Issuer Common Share;
- (b) each outstanding Holdco Common Share shall be exchanged for one fully paid and non-assessable Resulting Issuer Common Share;
- (c) each outstanding GURU Common Share held by the Holdcos immediately prior to the Effective Time shall be cancelled without any repayment of capital in respect thereof;
- (d) each GURU Option outstanding immediately prior to the Effective Time shall be, and shall be deemed to be, disposed of in exchange for a Resulting Issuer Option issued by Resulting Issuer to purchase Resulting Issuer Common Shares. The number of Resulting Issuer Common Shares subject to the Resulting Issuer Options shall be equal to (rounded down to the nearest whole number): (i) one multiplied by (ii) the number of GURU Common Shares subject to such GURU Options immediately prior to the Effective Time. The per share exercise price for the Resulting Issuer Common Shares issuable upon exercise of each Resulting Issuer Option shall be (rounded up to the nearest whole cent) equal to the exercise price per GURU Common Share of such GURU Option immediately prior to such time. All other terms and conditions applicable to the GURU Options, including the terms of expiry and conditions to and manner of exercising shall remain the same, provided however that the Resulting Issuer's board of directors or a committee thereof shall have authority and responsibility with respect to such Resulting Issuer Options. Notwithstanding the foregoing, the exchange of options

effected by this Subsection 2.5(d) is intended to occur on a tax-deferred basis under subsection 7(1.4) of the *Income Tax Act* (Canada) and the Resulting Issuer and the former holders of GURU Options shall make such adjustment to the foregoing if required to qualify for such treatment;

- (e) each GURU Compensation Option outstanding immediately prior to the Effective Time shall be, and shall be deemed to be, disposed of in exchange for a Resulting Issuer Compensation Option issued by Resulting Issuer to purchase Resulting Issuer Common Shares. The number of Resulting Issuer Common Shares subject to the Resulting Issuer Compensation Options shall be equal to (rounded down to the nearest whole number): (i) one multiplied by (ii) the number of GURU Common Shares subject to such GURU Compensation Options immediately prior to the Effective Time. The per share exercise price for the Resulting Issuer Common Shares issuable upon exercise of each Resulting Issuer Compensation Option shall be (rounded up to the nearest whole cent) equal to the exercise price per GURU Common Share of such GURU Compensation Option immediately prior to such time. All other terms and conditions applicable to the GURU Compensation Options, including the terms of expiry and conditions to and manner of exercising shall remain the same, provided however that the Resulting Issuer's board of directors or a committee thereof shall have authority and responsibility with respect to such Resulting Issuer Compensation Options. Notwithstanding the foregoing, the exchange of options effected by this Subsection 2.5(e) is intended to occur on a tax-deferred basis under subsection 7(1.4) of the *Income Tax Act* (Canada) and the Resulting Issuer and the former holders of GURU Compensation Options shall make such adjustment to the foregoing if required to qualify for such treatment; and
- (f) each outstanding share of Mira Subco shall be exchanged for one fully paid and non-assessable share of Amalco.

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

2.6 Certificates

At the time of the Amalgamation:

- (a) Subject to Subsection 2.62.6(d), the registered holders of GURU Common Shares and Holdco Common Shares shall cease to be holders of GURU Common Shares and Holdco Common Shares (as applicable), and shall be deemed to be registered

holders of the Resulting Issuer Common Shares to which they are entitled in accordance with Section 2.5 hereof, all certificates evidencing GURU Common Shares and Holdco Common Shares shall be null and void without further act or formality and, on or after the Effective Time, subject to Section 2.9 hereof, the Resulting Issuer shall provide instructions to the Resulting Issuer Registrar and Transfer Agent to deliver such certificates or other evidence of ownership representing the number of Resulting Issuer Common Shares to which they are so entitled and/or register the holders thereof in book-entry only format in CDS' name in accordance with the following:

- (i) holders of GURU Common Shares and Holdco Common Shares immediately prior to the Amalgamation that are not, or are not holding such securities for the account or benefit of, a person in the United States or a U.S. Person will have the Resulting Issuer Common Shares they are entitled to receive pursuant to this Agreement registered in book-entry only with CDS; and
 - (ii) holders of GURU Common Shares and Holdco Common Shares immediately prior to the Amalgamation that are, or are holding such securities for the account or benefit of, a person in the United States or a U.S. Person will be issued a physical certificate representing the Resulting Issuer Common Shares they are entitled to receive pursuant to this Agreement;
- (b) the registered holders of the GURU Options shall be deemed to be the registered holders of the Resulting Issuer Options, to which they are entitled in accordance with Section 2.5 hereof, all certificates and/or agreements evidencing such securities shall, in accordance with their terms, evidence such securities of the Resulting Issuer and the Resulting Issuer shall deliver notice to the holders of such options of the foregoing or deliver amended certificates or agreements evidencing such securities of the Resulting Issuer as required;
- (c) the registered holders of the GURU Compensation Options shall be deemed to be the registered holders of the Resulting Issuer Compensation Options, to which they are entitled in accordance with Section 2.5 hereof, all certificates and/or agreements evidencing such securities shall, in accordance with their terms, evidence such securities of the Resulting Issuer and the Resulting Issuer shall deliver notice to the holders of such options of the foregoing or deliver amended certificates or agreements evidencing such securities of the Resulting Issuer as required; and
- (d) notwithstanding the foregoing, all certificates representing GURU Common Shares held by persons who have validly exercised their dissent rights in accordance with the CBCA in connection with the GURU Shareholder Approval shall represent only the right to receive fair value of the GURU Common Shares formerly represented by such certificates in accordance with applicable law.

2.7 Fractional Securities

No fractional securities of the Resulting Issuer will be issued. If a securityholder of GURU would otherwise be entitled to a fractional security upon the Amalgamation, the number of securities of the Resulting Issuer issued to such securityholder shall be rounded down to the next lesser whole number of such security, and such securityholder shall not receive or be entitled to any compensation or payment in lieu of such fractional security. In calculating such fractional interests, all securities of the Resulting Issuer, as the case may be, registered in the name of a Resulting Issuer securityholder or their nominee shall be aggregated.

2.8 Cancellation of Certain Options

Immediately prior to the time of the Amalgamation, Mira shall cancel 100% of the Mira Management Options.

2.9 U.S. Securities Law Restrictive Legend

- (a) The Resulting Issuer Common Shares issuable to holders of GURU Common Shares and Holdco Common Shares, as well as the Resulting Issuer Options issuable to holders of GURU Options who are in the United States or are U.S. Persons (i) have not been and will not be registered under the U.S. Securities Act or any state securities laws, (ii) are being or will be issued to such holders in reliance on the exemption from the registration requirements of the U.S. Securities Act provided by Rule 506(b) of Regulation D and in reliance upon similar exemptions from applicable state securities laws, and (iii) the Resulting Issuer Common Shares and the Resulting Issuer Options are “restricted securities” and may not be offered or sold in the United States, nor may hedging transactions involving such securities be conducted, unless such securities are registered under the U.S. Securities Act and any applicable state securities law, an exemption from such registration is available or such registration is otherwise not required.
- (b) Notwithstanding anything to the contrary in this Agreement, no Resulting Issuer Common Shares or Resulting Issuer Options shall be delivered to any person in the United States or to any U.S. Person if the Resulting Issuer determines, in its sole discretion, that doing so may result in any contravention of the U.S. Securities Act or any applicable state securities laws and the Resulting Issuer may instead, in the case of Resulting Issuer Common Shares, appoint an agent to sell the Resulting Issuer Common Shares of such person on behalf of that person and deliver an amount of cash representing the proceeds of the sale of such Resulting Issuer Common Shares, net of expenses of sale, or, in the cases of Resulting Issuer Options, may deliver an amount of cash representing the fair market value of the Resulting Issuer Options.
- (c) The parties acknowledge and agree that, in addition to any other legends that may be affixed to the securities issued in connection with the Amalgamation, upon the original issuance of the Resulting Issuer Common Shares and the Resulting Issuer Options to persons in the United States or U.S. Persons who are holders of GURU

Common Shares, Holdco Common Shares or GURU Options, as applicable, in connection with the Amalgamation, and until such time as the same is no longer required under applicable requirements of the U.S. Securities Act or applicable state securities laws, certificates representing such securities and all certificates issued in exchange therefor or in substitution thereof, shall bear or be deemed to bear the following legend:

“THE SECURITIES REPRESENTED HEREBY [*for Resulting Issuer Options include:* AND THE SECURITIES ISSUABLE UPON EXERCISE HEREOF] HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “U.S. SECURITIES ACT”), OR ANY STATE SECURITIES LAWS. THE HOLDER HEREOF, BY ACQUIRING SUCH SECURITIES, AGREES FOR THE BENEFIT OF THE ISSUER (THE “CORPORATION”) THAT SUCH SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY (A) TO THE CORPORATION; (B) OUTSIDE THE UNITED STATES IN COMPLIANCE WITH RULE 904 OF REGULATIONS UNDER THE U.S. SECURITIES ACT AND IN COMPLIANCE WITH APPLICABLE LOCAL LAWS AND REGULATIONS; (C) IN ACCORDANCE WITH THE EXEMPTION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT PROVIDED BY (i) RULE 144 OR (ii) RULE 144A THEREUNDER, IF AVAILABLE AND IN COMPLIANCE WITH STATE SECURITIES LAWS OR (D) WITHIN THE UNITED STATES PURSUANT TO ANY OTHER EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE U.S. SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS, PROVIDED, IN THE CASE OF AN OFFER, SALE, ASSIGNMENT, PLEDGE, ENCUMBRANCE OR OTHER TRANSFER PURSUANT TO (C) (i) or (D), THE HOLDER SHALL HAVE PROVIDED TO THE CORPORATION AN OPINION OF COUNSEL TO THE EFFECT THAT THE PROPOSED TRANSFER MAY BE EFFECTED WITHOUT REGISTRATION UNDER THE U.S. SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS, WHICH OPINION AND COUNSEL MUST BE REASONABLY SATISFACTORY TO THE CORPORATION. DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE “GOOD DELIVERY” IN SETTLEMENT OF TRANSACTIONS ON STOCK EXCHANGES IN CANADA OR ELSEWHERE.”

***[for Resulting Issuer Options, add:* “THESE SECURITIES MAY NOT BE EXERCISED IN THE UNITED STATES OR BY OR FOR THE ACCOUNT OR BENEFIT OF A U.S. PERSON OR A PERSON IN THE UNITED STATES UNLESS THESE SECURITIES AND THE UNDERLYING SECURITIES HAVE BEEN REGISTERED UNDER**

THE U.S. SECURITIES ACT AND ANY APPLICABLE STATE SECURITIES LAWS OR UNLESS AN EXEMPTION FROM SUCH REGISTRATION REQUIREMENTS IS AVAILABLE. “UNITED STATES” AND “U.S. PERSON” ARE AS DEFINED BY REGULATIONS UNDER THE U.S. SECURITIES ACT.”]

**ARTICLE 3
COVENANTS**

3.1 Covenants of Mira

Mira covenants and agrees with GURU from the date of execution hereof to and including the Effective 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 Amalgamation, 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 Mira, nor to undertake or enter into any transaction or negotiate any transaction which would be or potentially could be in conflict with the Amalgamation, including, without limitation, allowing access to any third party (other than its representatives or in relation to the GURU Private Placement) to conduct due diligence, nor to permit any of its officers or directors to authorize such access except as required by statutory or fiduciary obligations or in respect of which the Mira board of directors determines in its good faith judgement, after receiving advice from its legal advisors, that failure to recommend such alternative transaction to its shareholders would be a breach of its fiduciary duties under applicable law. In the event Mira 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, Mira shall forthwith (in any event within one Business Day following receipt) notify GURU and the Holdcos of such offer or inquiry and provide GURU and the Holdcos with such details in respect thereof that GURU and the Holdcos may request;
- (b) to co-operate fully with GURU and the Holdcos and to use all commercially reasonable efforts to complete the Amalgamation, unless such co-operation and/or efforts would subject Mira to liability or would be in breach of applicable statutory or regulatory requirements;
- (c) to operate its business in a prudent and business-like manner in the ordinary course and in a manner consistent with past practice; and

- (d) not to, without GURU'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 the issuance of Mira Common Shares (or securities to acquire Mira Common Shares) pursuant to the Amalgamation or pursuant to any securities exercisable to acquire Mira Common Shares outstanding as of the date hereof;
 - (ii) borrow money or incur any Indebtedness for money borrowed;
 - (iii) make any loans, advances, or other payments, excluding routine advances to employees of Mira for expenses incurred in the ordinary course and payment of professional fees and other expenses in connection with or ancillary to the Amalgamation;
 - (iv) declare or pay any dividends or distribute any of Mira's properties or assets to shareholders or otherwise;
 - (v) alter or amend Mira's articles or by-laws in any manner which may adversely affect the success of the Amalgamation, 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 Mira as at the date hereof.

3.2 Further Covenants of Mira

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

- (a) use all commercially reasonable efforts to obtain all necessary consents, assignments or waivers from third parties and amendments or terminations to any instrument or agreement, to provide all notices required in connection with the Amalgamation and take such other measures as may be necessary to fulfil its obligations under and to carry out the transactions contemplated by this Agreement;
- (b) circulate to its shareholders materials required in connection with the Mira Meeting in accordance with its constating documents and applicable laws as soon as reasonably practicable and use its commercially reasonable efforts to hold the Mira Meeting by October 28, 2020;
- (c) make necessary filings and applications under applicable federal and provincial laws and regulations required on the part of it in connection with the transactions

contemplated herein, and take all reasonable action necessary to be in compliance with such laws and regulations;

- (d) use all commercially reasonable efforts to conduct its affairs so that all of its representations and warranties contained herein shall be true and correct on and as of the Effective Date as if made on the Effective Date, except to the extent that such representations and warranties require modification to give effect to the transactions contemplated herein;
- (e) promptly notify GURU and the Holdcos of any legal or governmental actions, suits, judgments, investigations, injunction, complaint, motion, regulatory investigation, regulatory proceeding or similar proceeding by any Person, Governmental Entity or other regulatory body, whether actual or threatened, with respect to the Amalgamation or which could otherwise reasonably be expected to delay or impede the transactions contemplated hereby;
- (f) notify GURU and the Holdcos immediately upon becoming aware that any of the representations and warranties of Mira contained herein are no longer true and correct in any material respect;
- (g) promptly upon receipt of any written audit inquiry, assessment, reassessment, confirmation or variation of an assessment, indication that an assessment is being considered, request for filing of a waiver or extension of time or any other notice in writing relating to Taxes (an “**Assessment**”) of Mira, deliver to GURU and the Holdcos a copy thereof together with a statement setting out, to the extent then determinable, an estimate of the obligations, if any, of Mira on the assumption that such Assessment is valid and binding;
- (h) use all commercially reasonable efforts to cause each of the conditions precedent set forth in Section 5.1 hereof to be complied with;
- (i) to advise GURU and the Holdcos if there are any circumstances, individually or in the aggregate, that could reasonably be expected to materially and adversely affect the transactions contemplated by this Agreement; and
- (j) subject to the satisfaction of the conditions in Section 5.2 hereof, thereafter cause Mira Subco to file together with GURU and the Holdcos with the registrar under the CBCA the Articles of Amalgamation and such other documents as may be required to give effect to the Amalgamation on or before the Termination Date.

3.3 Covenants of GURU

GURU covenants and agrees with Mira and the Holdcos from the date of execution hereof to and including the Effective 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 Amalgamation, and without limiting the generality of the foregoing, not to induce or attempt to induce any other Person to initiate any shareholder proposal or “take-over bid,” exempt or otherwise, within the meaning of the *Securities Act* (Ontario) or other business combination or transaction, for securities or assets of GURU, nor to undertake or enter into any transaction or negotiate any transaction which would be or potentially could be in conflict with the Amalgamation, including, without limitation, allowing access to any third party (other than its representatives, the Agent or in relation to the GURU 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 or fiduciary obligations or in respect of which the GURU board of directors determines in its good faith judgement, after receiving advice from its legal advisors, that failure to recommend such alternative transaction to its shareholders would be a breach of its fiduciary duties under applicable law. In the event GURU or any of its affiliates, including any of their officers or directors, receives any form of offer or inquiry in respect of any of the foregoing, GURU shall forthwith (in any event within one Business Day following receipt) notify Mira and the Holdcos of such offer or inquiry and provide Mira and the Holdcos with the material details in respect thereof;

- (b) to co-operate fully with Mira and the Holdcos and to use all commercially reasonable efforts to complete the Amalgamation unless such co-operation and efforts would subject GURU to liability or would be in breach of applicable statutory or regulatory requirements;
- (c) to operate its business in a prudent and business-like manner in the ordinary course and in a manner consistent with past practice;
- (d) that GURU shall not, without Mira’s prior written consent (such consent not to be unreasonably withheld, conditioned or delayed):
 - (i) issue any debt, equity or convertible debt securities, except in connection with the GURU Private Placement;
 - (ii) borrow money or incur any Indebtedness for money borrowed;
 - (iii) make loans, advances, or other payments, excluding salaries and bonuses at current rates or routine advances to employees of GURU for expenses incurred in the ordinary course;
 - (iv) declare or pay any dividends or distribute any properties or assets of GURU to shareholders or otherwise dispose of any of such properties or assets;

- (v) alter or amend the articles or by-laws of GURU in any manner which may adversely affect the success of the Amalgamation, 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 GURU as at the date hereof; or
- (vii) make capital expenditures out of the ordinary course of business except as may be reasonably required in connection with the transactions contemplated hereby or facilities and leasehold improvements.

3.4 Further Covenants of GURU

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

- (a) complete the Reorganization prior to the Effective Date;
- (b) use all commercially reasonable efforts to obtain all necessary consents, assignments or waivers from third parties and amendments or terminations to any instrument or agreement, to provide all notices required in connection with the Amalgamation or the Reorganization and take such other measures as may be necessary to fulfil its obligations under and to carry out the transactions contemplated by this Agreement;
- (c) use its commercially reasonable efforts to obtain the GURU Shareholders' Approval by October 7, 2020;
- (d) promptly advise Mira and the Holdcos of any written notice of dissent or purported exercise by any GURU shareholder of dissent rights under applicable law received by GURU in relation to the Amalgamation and any withdrawal of dissent rights received by GURU and, subject to applicable law, any written communications sent by or on behalf of GURU to any GURU shareholder exercising or purporting to exercise dissent rights in relation to the Amalgamation;
- (e) make necessary filings and applications under applicable federal, state and provincial laws and regulations required on the part of GURU in connection with the transactions contemplated herein, and take all reasonable action necessary to be in compliance with such laws and regulations;
- (f) use all commercially reasonable efforts to conduct its affairs so that GURU's representations and warranties contained herein shall be true and correct on and as of the Effective Date as if made on the Effective Date, except to the extent that such representations and warranties require modification to give effect to the transactions contemplated herein;

- (g) immediately notify Mira and the Holdcos of any legal or governmental actions, suits, judgments, investigations, injunction, complaint, motion, regulatory investigation, regulatory proceeding or similar proceeding by any Person, Governmental Entity or other regulatory body, whether actual or threatened, with respect to the Amalgamation or which could otherwise delay or impede the transactions contemplated hereby or result in a Material Adverse Effect;
- (h) notify Mira and the Holdcos immediately upon becoming aware that any of the representations and warranties of GURU contained herein are no longer true and correct in any material respect;
- (i) immediately upon receipt of any Assessment relating to GURU, deliver to Mira and the Holdcos a copy thereof together with a statement setting out, to the extent then determinable, an estimate of the obligations, if any, of GURU on the assumption that such Assessment is valid and binding;
- (j) use all commercially reasonable efforts to cause each of the conditions precedent set forth in Section 5.2 hereof to be complied with;
- (k) to advise Mira and the Holdcos if there are any circumstances, individually or in the aggregate, that may materially and adversely affect the transactions contemplated by this Agreement;
- (l) use its commercially reasonable efforts to prepare the required audited and interim financial statements of GURU to satisfy the financial statement requirements prescribed by the TSX and TSX Venture, as applicable, and applicable securities legislation in connection with the completion of the Qualifying Transaction. In the event the required financial statements are not prepared by October 8, 2020 (the “**Statement Expiry Date**”), Mira shall be entitled to terminate this Agreement; and
- (m) subject to the satisfaction of the conditions precedent in Section 5.1 hereof, thereafter together with Mira Subco and the Holdcos file with the registrar the Articles of Amalgamation and such other documents as may be required to give effect to the Amalgamation on or before the Termination Date.

3.5 Covenants of Holdcos and Holdco Principal

Holdcos and Holdco Principal covenant and agree with Mira from the date of execution hereof to and including the Effective 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

Amalgamation, and without limiting the generality of the foregoing, not to induce or attempt to induce any other Person to initiate any shareholder proposal or “take-over bid,” exempt or otherwise, within the meaning of the *Securities Act* (Ontario) or other business combination or transaction, for securities or assets of the Holdcos, nor to undertake or enter into any transaction or negotiate any transaction which would be or potentially could be in conflict with the Amalgamation, including, without limitation, allowing access to any third party (other than its representatives, the Agent or in relation to the GURU 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 or fiduciary obligations or in respect of which the Holdcos respective board of directors determines in its good faith judgement, after receiving advice from its legal advisors, that failure to recommend such alternative transaction to its shareholders would be a breach of its fiduciary duties under applicable law. In the event the Holdcos or any of its affiliates, including any of their officers or directors, receives any form of offer or inquiry in respect of any of the foregoing, the Holdcos shall forthwith (in any event within one Business Day following receipt) notify Mira and GURU of such offer or inquiry and provide Mira and GURU with the material details in respect thereof;

- (b) to co-operate fully with Mira and GURU and to use all commercially reasonable efforts to complete the Amalgamation unless such co-operation and efforts would subject the Holdcos to liability or would be in breach of applicable statutory or regulatory requirements;
- (c) the Holdcos shall not, without Mira’s and GURU’s prior written consent (such consent not to be unreasonably withheld, conditioned or delayed):
 - (i) issue any debt, equity or convertible debt securities;
 - (ii) borrow money or incur any Indebtedness for money borrowed;
 - (iii) make loans, advances, or other payments;
 - (iv) acquire any Assets and Properties;
 - (v) alter or amend the articles or by-laws of Holdcos in any manner, except as required to give effect to the matters contemplated herein;
 - (vi) except as otherwise permitted or contemplated herein, enter into any transaction or Contract;

3.6 Further Covenants of Holdcos and Holdco Principal

Holdcos and Holdco Principal covenant and agree with GURU and Mira that the Holdcos will from the date of execution hereof to and including the Effective Date:

- (a) use all commercially reasonable efforts to obtain all necessary consents, assignments or waivers from third parties and amendments or terminations to any instrument or agreement, to provide all notices required in connection with the Amalgamation or the Reorganization and take such other measures as may be necessary to fulfil its obligations under and to carry out the transactions contemplated by this Agreement;
- (b) not to exercise any dissent rights under applicable law available to the Holdcos or the Holdco Principal with respect to the Amalgamation and the Reorganization;
- (c) make necessary filings and applications under applicable federal, state and provincial laws and regulations required on the part of the Holdcos in connection with the transactions contemplated herein, and take all reasonable action necessary to be in compliance with such laws and regulations;
- (d) use best efforts to conduct its affairs so that Holdcos and the Holdco Principal's representations and warranties contained herein shall be true and correct on and as of the Effective Date as if made on the Effective Date, except to the extent that such representations and warranties require modification to give effect to the transactions contemplated herein;
- (e) immediately notify Mira and GURU of any legal or governmental actions, suits, judgments, investigations, injunction, complaint, motion, regulatory investigation, regulatory proceeding or similar proceeding by any Person, Governmental Entity or other regulatory body, whether actual or threatened, with respect to Holdcos; and
- (f) notify Mira and GURU immediately upon becoming aware that any of the representations and warranties of Holdcos or Holdco Principal contained herein are no longer true and correct in any material respect;
- (g) immediately upon receipt of any Assessment relating to the Holdcos, deliver to Mira and GURU a copy thereof together with a statement setting out, to the extent then determinable, an estimate of the obligations, if any, of the Holdcos on the assumption that such Assessment is valid and binding;
- (h) use all commercially reasonable efforts to cause each of the conditions precedent set forth in Section 5.2 hereof to be complied with;
- (i) to advise Mira and GURU if there are any circumstances, individually or in the aggregate, that may materially and adversely affect the transactions contemplated by this Agreement; and
- (j) together with Mira Subco and GURU file with the registrar the Articles of Amalgamation and such other documents as may be required to give effect to the Amalgamation on or before the Termination Date.

3.7 Filing Statement

- (a) GURU shall furnish to Mira all such information concerning GURU, as may be reasonably required by Mira in the preparation of the Filing Statement and other documents related thereto and the management information circular of Mira in connection with the Mira Meeting, and GURU shall ensure that no such information provided by GURU for inclusion in the Filing Statement shall contain any untrue statement of a material fact or omit to state a material fact required to be stated therein in order to make any information so furnished by GURU not misleading in light of the circumstances in which it is disclosed.
- (b) GURU shall indemnify and save harmless Mira and Mira Subco and their respective directors, officers, employees, agents, advisors and representatives from and against any and all respective liabilities, claims, demands, losses, costs, damages and expenses to which Mira or Mira Subco or their respective directors, officers, employees, agents, advisors or representatives may be subject or may suffer, in any way caused by, or arising, directly or indirectly, from or in consequence of:
 - (i) any misrepresentation or alleged misrepresentation in any information included in the Filing Statement that is provided by GURU for inclusion therein; and
 - (ii) any order made, or any inquiry, investigation or proceeding by any securities regulatory authority or other Governmental Entity, to the extent based on any misrepresentation or any alleged misrepresentation in any information related to GURU and provided for inclusion in the Filing Statement.
- (c) Each of Mira and GURU shall promptly notify Mira or GURU, as applicable, if, at any time before the Closing, the Filing Statement contains an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements contained therein not misleading in light of the circumstances in which they are made, or that otherwise requires an amendment or supplement to the Filing Statement and GURU and Mira shall co-operate in the preparation of any amendment or supplement as required or as appropriate. Mira shall, subject to compliance by GURU with this Subsection 3.7(c), and, if required by the TSX Venture or applicable laws, file any amendment or supplement to the Filing Statement with the applicable securities regulatory authority and as otherwise required.
- (d) Each of Mira and Mira Subco shall indemnify and save harmless GURU and its respective directors, officers, employees, agents, advisors and representatives from and against any and all respective liabilities, claims, demands, losses, costs, damages and expenses to which GURU or its respective directors, officers, employees, agents, advisors or representatives may be subject or may suffer, in any way caused by, or arising, directly or indirectly, from or in consequence of:

- (i) any misrepresentation or alleged misrepresentation in any information included in the Filing Statement that is provided by Mira for inclusion therein; and
- (ii) any order made, or any inquiry, investigation or proceeding by any securities regulatory authority or other Governmental Entity, to the extent based on any misrepresentation or any alleged misrepresentation in any information related to Mira and provided for inclusion in the Filing Statement.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties of Mira

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

- (a) Each of Mira and Mira Subco is a corporation incorporated and validly existing under the laws of the jurisdiction of its incorporation and has all requisite corporate power and corporate authority and is duly qualified and holds all material permits, licences, registrations, qualifications, consents and authorizations necessary or required to carry on the Mira Business as now conducted and to own, lease or operate its Assets and Properties and neither Mira nor, to the knowledge of Mira, any other Person, has taken any steps or proceedings, voluntary or otherwise, requiring or authorizing Mira's dissolution or winding up of Mira or Mira Subco, and each of Mira and Mira Subco has all requisite corporate power and corporate authority to enter into this Agreement.
- (b) The authorized capital of Mira consists of an unlimited number of Mira Common Shares, of which 14,700,000 Mira Common Shares are issued and outstanding as at the date hereof as fully paid and non-assessable shares in the capital of Mira. Mira also has the Mira Management Options outstanding. Immediately prior to the Effective Time, Mira shall cancel the Mira Management Options.
- (c) Other than Mira Subco, Mira has no direct or indirect subsidiaries nor any investment in any Person or any agreement, option or commitment to acquire any such investment. All of the issued and outstanding securities of Mira Subco (being one common share of Mira Subco) are held by Mira. Mira Subco is not a party to any contract and has nominal assets and no liabilities.
- (d) Mira is a "reporting issuer" (as that term is defined under applicable Securities Laws in each of the provinces of Ontario, Alberta and British Columbia) and is not in default of the requirements of the applicable Securities Laws in such jurisdictions in any material respect.

- (e) Mira has filed all material documents and information required to be filed by it pursuant to applicable Securities Laws with the applicable securities commissions (the “**Disclosure Documents**”), except where non-compliance has not had, and would not reasonably be expected to have, a Material Adverse Effect, and Mira does not have any confidential filings with any securities authorities. As of the time the Disclosure Documents were filed with the applicable securities regulators and on SEDAR (System for Electronic Document Analysis and Retrieval) (or, if amended or superseded by a filing prior to the date of this Agreement, then on the date of such filing): (i) each of the Disclosure Documents complied in all material respects with the requirements of the applicable Securities Laws in the jurisdictions they were filed; and (ii) none of the Disclosure Documents contained any untrue statement of a material fact regarding Mira or omitted to state a material fact regarding Mira required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.
- (f) Mira has been conducting the Mira Business in compliance in all material respects with all applicable laws and regulations of each jurisdiction in which it carries on the Mira Business as well as all policies of the TSX Venture applicable to Mira and has not received a notice of material non-compliance, and, to the knowledge of Mira, there are no facts that would give rise to a notice of material non-compliance with any such laws and regulations.
- (g) No consent, approval, order or authorization of, or registration, declaration or filing with, any third party or Governmental Entity is required by or with respect to Mira or Mira Subco in connection with the execution and delivery of this Agreement by Mira or Mira Subco, the performance of their obligations hereunder or the consummation by Mira or Mira Subco of the Amalgamation other than: (i) the Mira Shareholders’ Approval; (ii) the approval of the Amalgamation as Mira’s Qualifying Transaction by the TSX Venture and the listing of the Resulting Issuer Common Shares on the TSX or TSX Venture; (iii) the filing of articles of amendment to effect the applicable Mira Meeting Matters and the issuance of a certificate in respect thereof; (iv) such registrations and other actions required under applicable Securities Laws as are contemplated by this Agreement and registrations and applications required as a result of the formation of a new corporation on the Amalgamation; and (v) any filings with the registrar under the CBCA.
- (h) Subject to the receipt of the approvals and the filings set out in section 4.1(g), each of the execution and delivery of this Agreement, the performance by each of Mira and Mira Subco of its obligations hereunder, the issue of the Resulting Issuer Common Shares and the consummation of the Amalgamation, do not and will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, (whether after notice or lapse of time or both), (i) any law, statute, rule or regulation applicable to Mira or Mira Subco including applicable Securities Laws; (ii) the constating documents, by-laws or resolutions of Mira or Mira Subco, which are in effect as at the date hereof; (iii)

any mortgage, note, indenture, contract, agreement, instrument, lease or other document to which Mira or Mira Subco is a party or by which it is bound; or (iv) any judgment, decree or order binding upon Mira or Mira Subco or either's Assets and Properties.

- (i) This Agreement has been duly authorized and executed by Mira and Mira Subco and constitutes a valid and binding obligation of Mira and Mira Subco and shall be enforceable against each of Mira and Mira Subco in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting the rights of creditors generally and except as limited by the application of equitable principals when equitable remedies are sought, and by the fact that rights to indemnity, contribution and waiver, and the ability to sever unenforceable terms, may be limited by applicable law.
- (j) Other than this Agreement, neither Mira nor Mira Subco is currently party to any agreement in respect of: (i) the purchase of any material property or assets or any interest therein or the sale, transfer or other disposition of any material property or assets or any interest therein currently owned, directly or indirectly, by Mira or Mira Subco whether by asset sale, transfer of shares or otherwise; or (ii) the change of control of Mira or Mira Subco (whether by sale or transfer of shares or otherwise).
- (k) The audited financial statements of Mira for the period from the date of incorporation (January 15, 2018) to December 31, 2018 and for the year ended December 31, 2019 have been prepared in accordance with IFRS and present fairly, in all material respects, the financial position (including the assets and liabilities, whether absolute, contingent or otherwise as required by IFRS) of Mira as at such date and the results of its operations and its cash flows for the period then ended and contain and reflect adequate provisions for all reasonably anticipated liabilities, expenses and losses of Mira in accordance with IFRS and there has been no change in accounting policies or practices of Mira since December 31, 2019.
- (l) Mira is a taxable Canadian corporation and all Taxes due and payable or required to be collected or withheld and remitted by Mira have been paid, collected or withheld and remitted as applicable, except for where the failure to pay such Taxes would not have a Material Adverse Effect. Except to the extent that failure to do so would not have a Material Adverse Effect, all tax returns, declarations, remittances and filings required to be filed by Mira have been filed with all appropriate Governmental Entities and all such returns, declarations, remittances and filings are complete and accurate and no material fact or facts have been omitted therefrom which would make any of them misleading. To the knowledge of Mira, no examination of any tax return of Mira is currently in progress by any Governmental Entity and there are no issues or disputes outstanding with any Governmental Entity respecting any Taxes that have been paid, or may be payable, by Mira. There are no agreements, waivers or other arrangements with

any taxation authority providing for an extension of time for any assessment or reassessment of Taxes with respect to Mira.

- (m) No holder of outstanding shares in the capital of Mira is entitled to any pre-emptive or any similar rights to subscribe for any Mira Common Shares or other securities of Mira and, other than pursuant to the Mira Management Options, and this Agreement, there are no rights to acquire, or instruments convertible into or exchangeable for, any shares in the capital of Mira or Mira Subco.
- (n) No legal or governmental actions, suits, judgments, investigations or proceedings are pending to which Mira or Mira Subco, or to the knowledge of Mira, the directors or officers of Mira are a party or to which the Assets and Properties of Mira or Mira Subco are subject that would result in a Material Adverse Effect and, to the knowledge of Mira, no such proceedings have been threatened against or are pending with respect to Mira or Mira Subco, or with respect to its Assets and Properties and neither Mira nor Mira Subco is subject to any judgment, order, writ, injunction, decree or award of any Governmental Entity, which, either individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect.
- (o) Mira is not party to any material Contract, written or oral, other than:
 - (i) this Agreement; and
 - (ii) a service agreement dated as of February 26, 2018 between Mira and TSX Trust Company; and(collectively, the “**Mira Material Contracts**”).
- (p) All Mira Material Contracts are in good standing in all material respects and in full force and effect.
- (q) Neither Mira nor, to the knowledge of Mira, any other party thereto is in material default or breach of any Mira Material Contract and, to the knowledge of Mira, there exists no condition, event or act which, with the giving of notice or lapse of time or both, would constitute a material default or breach under any Mira Material Contract which would give rise to a right of termination on the part of any other party to a Mira Material Contract.
- (r) Except for the standard suspension of trading imposed by the TSX Venture as a result of Mira not completing a Qualifying Transaction within 24 months of listing on the TSX Venture, no order, ruling or determination having the effect of suspending the sale or ceasing the trading in any securities of Mira (including the Mira Common Shares) has been issued by any regulatory authority and is continuing in effect and no proceedings for that purpose have been instituted or, to the knowledge of Mira, are pending, contemplated or threatened by any regulatory authority.

- (s) Mira is not party to any agreement, nor, to the knowledge of Mira, is there any shareholders agreement or other Contract which in any manner affects the voting control of any of the securities of Mira.
- (t) The minute books and records of Mira made available to counsel for GURU in connection with the due diligence investigation of Mira for the period from the date of incorporation to the date hereof are all of the minute books of Mira and contain copies of all material proceedings (or certified copies thereof or drafts thereof pending approval) of the shareholders, the directors and all committees of directors of Mira to the date hereof and there have been no other meetings, resolutions or proceedings of the shareholders, directors or any committees of the directors of Mira to the date hereof not reflected in such minute books.
- (u) There is no Person acting at the request or on behalf of Mira that is entitled to any brokerage or finder's fee or other compensation in connection with the transactions contemplated by this Agreement.

4.2 Representations and Warranties of GURU

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

- (a) GURU and GURU Beverage Inc. are entities duly organized and validly existing under the federal Laws of Canada, while GURU Beverage Co. is an entity duly organized and validly existing under the laws of the state of Delaware, and they each have all requisite corporate power and authority and is duly qualified and holds all Permits, licenses and authorizations required to carry on its business as now conducted and proposed to be conducted, to own, lease or operate its properties and assets and to carry out its obligations under the Material Agreements to which it is a party, and no steps or proceedings have been taken by any person, voluntary or otherwise, requiring or authorizing its dissolution, liquidation or winding up;
- (b) except for GURU Beverage Inc. and GURU Beverage Co., GURU has no direct or indirect subsidiary or any investment or proposed investment in any person that is material to the business of GURU;
- (c) the authorized capital of GURU consists of an unlimited number of Class A Shares and Class B Shares, and an unlimited number of Class C, Class D, Class E, Class F and Class G shares of which as at the date hereof 21,149.3440 Class A Shares and 3,306.64 Class B Shares are issued and outstanding as fully paid and non-assessable shares of GURU. Other than the securities set forth in Subsection 5.2(n) hereto or otherwise disclosed in writing to Mira, no person has any agreement or option or right or privilege (whether at law, pre-emptive or contractual) and there are no outstanding rights, warrants, options, convertible

debt or any other securities or rights capable of being converted into, or exchanged or exercised for, any shares or securities of GURU;

- (d) GURU has all requisite corporate power, authority and capacity to enter into each of this Agreement, the Subscription Agreements, the Secondary Sale Share Purchase Agreements, the Agency Agreement, the Subscription Receipt Agreement, the Selling Shareholders Representative Undertaking, the Target Support Agreements and the Compensation Option Certificates and to perform the transactions contemplated herein and therein, including the creation, issue and sale of the GURU Subscription Receipts, the issue of the GURU Common Shares and the authorization of the transfer of the Selling Shares, the grant of the GURU Compensation Options, the issue and sale of the GURU Compensation Option Shares and the undertaking of the Amalgamation, as applicable and in accordance with the respective provisions thereof;
- (e) GURU has conducted and is conducting its business in compliance in all material respects with all applicable Laws of each jurisdiction in which it carries on business or holds assets (including all applicable federal, state, municipal and local Laws, regulations and other lawful requirements of any governmental or regulatory body, including all Governmental Entities), holds all permits, licenses, certificates, consents and like authorizations necessary for it to carry on its business in each jurisdiction where such business is carried on that are material to the conduct of the business of GURU under all such Laws and is in compliance in all material respects with all terms of such Permits, all such Permits are valid and in good standing, and GURU has not received any notice of material non-compliance, and does not know of, any facts that would be reasonably likely to give rise to a notice of material non-compliance with any such Laws, in each case, except as would not reasonably be expected to result in a Material Adverse Effect in respect of GURU;
- (f) other than the Leased Premises, GURU is the absolute legal and beneficial owner of, and has good and marketable title to, all of the material properties and assets of GURU, and no other property or assets are necessary for the conduct of the business of GURU as currently conducted. Any and all of the agreements and other documents and instruments pursuant to which GURU holds any material property and assets thereof (including any interest in, or right to earn an interest in, any Intellectual Property) are valid and subsisting agreements, documents and instruments in full force and effect, enforceable in accordance with the terms thereof against GURU, and to the knowledge of GURU the other party or parties thereto, in accordance with the terms thereof except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other Laws relating to or affecting the rights of creditors generally and except as limited by the application of equitable principles when equitable remedies are sought, and by the fact that rights to indemnity, contribution and waiver, and the ability to sever unenforceable terms, may be limited by applicable Law, and all material leases, licenses and other agreements pursuant to which GURU derive the interests in such property are in good standing. GURU does not know of any claim or the

basis for any claim that would reasonably be expected to have a Material Adverse Effect on the right of GURU to use, transfer or otherwise exploit its assets, none of the material properties (or any interest in, or right to earn an interest in, any property) of GURU is subject to any right of first refusal or purchase or acquisition right, and GURU does not have any responsibility or obligation to pay any material commission, royalty, licence fee or similar payment to any person with respect to the material property and assets thereof other than in the ordinary course of business;

- (g) there are no suits, actions, investigations, or litigation or arbitration proceedings or governmental proceedings in progress, pending or, to the knowledge of GURU, contemplated or threatened, to which GURU is a party or to which the property (including any Permits) of GURU is subject, except where such suit, action, investigation or litigation or arbitration proceeding or governmental proceeding would not, individually or in the aggregate, have a Material Adverse Effect in respect of GURU. There is not presently outstanding against GURU any material judgment, injunction, decree, rule or order of any court, governmental department, including Governmental Entity, commission, agency or arbitrator;
- (h) GURU is not in violation of its constating documents or in default in any material respect in the performance or observance of any obligation, agreement, covenant or condition contained in any Material Agreement;
- (i) all of the Material Agreements are valid, subsisting, in good standing and in full force and effect, enforceable in accordance with the terms thereof in all material respects, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other Laws relating to or affecting the rights of creditors generally and except as limited by the application of equitable principles when equitable remedies are sought, and by the fact that rights to indemnity, contribution and waiver, and the ability to sever unenforceable terms, may be limited by applicable Law. GURU has performed in all material respects all obligations (including payment obligations) in a timely manner under, and is in material compliance with all terms, conditions and covenants contained in each Material Agreement and, to the knowledge of GURU, no other party is in material breach, violation or default of any Material Agreement;
- (j) all Permits and filings as may be required to be made or obtained by GURU under applicable Laws necessary for the execution, delivery and performance of this Agreement (other than the filing of the Articles of Amalgamation), have been made or obtained, as applicable;
- (k) each of the execution and delivery of this Agreement, the Agency Agreement, the Subscription Receipt Agreement, the Selling Shareholders Representative Undertaking, the Subscription Agreements, the Secondary Sale Share Purchase Agreements and the Compensation Option Certificates by GURU and the performance by GURU of its obligations hereunder or thereunder, including the creation, issue and sale of the GURU Subscription Receipts, the issue and sale of the GURU Common Shares, the grant of the GURU Compensation Options and

the issue and sale of the Compensation Option Shares, the authorization of transfer of the Selling Shares and the consummation of the transactions contemplated in this Agreement, do not and will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default in a manner that would have a Material Adverse Effect with respect to GURU or which would materially impede or delay the transactions contemplated hereby, under, (whether after notice or lapse of time or both): (A) subject to receipt of the approval of GURU's shareholders for the Amalgamation, the GURU Consolidation and the approvals under the CBCA in connection therewith, any Law applicable to GURU; (B) subject to receipt of the approval of GURU's shareholders for the Amalgamation, the GURU Consolidation and the approvals under the CBCA in connection therewith, the constating documents, by-laws or resolutions of GURU, which are in effect at the date hereof; (C) any Material Agreement or Debt Instrument; or (D) any judgment, decree or order binding GURU or the property or assets of GURU;

- (l) each of this Agreement and the Target Support Agreements have been duly authorized, executed and delivered by GURU and constitute a valid and binding obligation of GURU and each shall be enforceable against GURU in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other Laws relating to or affecting the rights of creditors generally and except as limited by the application of equitable principles when equitable remedies are sought, and by the fact that rights to indemnity, contribution and waiver, and the ability to sever unenforceable terms, may be limited by applicable Law;
- (m) subject to receipt of the approval of GURU's shareholders for the Amalgamation and the GURU Consolidation, all necessary corporate action has been taken by GURU to allot and authorize the issuance of the GURU Common Shares issuable upon conversion of the GURU Subscription Receipts, and the Compensation Option Shares issuable upon the exercise of the GURU Compensation Options will be validly issued as fully-paid and non-assessable Class A Shares;
- (n) no order, ruling or determination having the effect of suspending the sale or ceasing the trading in any securities of GURU has been issued by any regulatory authority and is continuing in effect and no proceedings for that purpose have been instituted or, to the knowledge of GURU, are pending, contemplated or threatened by any regulatory authority;
- (o) GURU is not a party to any agreement, nor is GURU aware of any agreement, which in any manner affects the voting control of any of the securities of GURU;
- (p) to the extent applicable, the form and terms of any definitive certificates representing the GURU Subscription Receipts, and the GURU Common Shares have been duly approved and adopted by GURU and comply with all legal requirements relating thereto;

- (q) other than the Amalgamation, the Secondary Offering and the transactions related thereto, GURU has not approved, and has not entered into any agreement in respect of: (A) the purchase of any material property or assets or any interest therein, or the sale, transfer or other disposition of any material property or assets or any interest therein currently owned, directly or indirectly, by GURU whether by asset sale, transfer of shares or otherwise; (B) the change in control (by sale, transfer or other disposition of shares or sale, transfer, lease or other disposition of all or substantially all of the property and assets of GURU) of GURU; or (C) a proposed or planned disposition of shares by any shareholder who owns, directly or indirectly, 10% or more of the outstanding shares of GURU;
- (r) the Financial Statements have been prepared in accordance with ASPE, contain no misrepresentations and present fairly, in all material respects, the financial condition of GURU as at the respective dates thereof and the results of the operations and cash flows of GURU for the periods then ended and contain and reflect adequate provisions or allowance for all liabilities, expenses and losses of GURU that are required to be disclosed in such Financial Statements;
- (s) there are no material off-balance sheet transactions, arrangements or obligations (including contingent obligations) of GURU which are required to be disclosed or reflected, and are not disclosed or reflected, in the Financial Statements and GURU does not have any material liabilities, obligations, indebtedness or commitments, whether accrued, absolute, contingent or otherwise, which are not disclosed or referred to in the Financial Statements;
- (t) there has been no change in accounting policies or practices of GURU since October 31, 2018, other than as disclosed in the Financial Statements or the Corporate Presentation;
- (u) since October 31, 2019, except as disclosed in the Corporate Presentation on or prior to the date hereof and other than the entering into of this Agreement, the Subscription Agreements, the Secondary Sale Share Purchase Agreements, the Agency Agreement, the Compensation Option Certificates, the Subscription Receipt Agreement and the Selling Shareholders Representative Undertaking and the performance of its obligations hereunder and thereunder: (A) to the knowledge of GURU, there has not been any material change in the assets, liabilities, obligations (absolute, accrued, contingent or otherwise), business, condition (financial or otherwise) or results of operations of GURU, taken as a whole; (B) there has not been any material change in the share capital or long-term debt of GURU; and (C) GURU has carried on businesses in the ordinary course;
- (v) Taxes due and payable by GURU have been paid, except where the failure to pay such Taxes would not reasonably be expected to result in a Material Adverse Effect in respect of GURU. All tax returns, declarations, remittances and filings required to be filed by GURU have been filed with all appropriate Governmental Entities and all such returns, declarations, remittances and filings are complete and accurate and no material fact or facts have been omitted therefrom which

would make any of them misleading except where the failure to file such documents would not reasonably be expected to result in a Material Adverse Effect in respect of GURU. To the knowledge of GURU, no examination of any tax return of GURU is currently in progress and there are no disputes outstanding with any Governmental Entity respecting any Taxes, except as would not reasonably be expected to result in a Material Adverse Effect in respect of GURU;

- (w) GURU maintains a system of internal accounting controls sufficient to provide reasonable assurances that: (A) transactions are executed in accordance with management's general or specific authorization, and (B) transactions are recorded as necessary to permit preparation of financial statements in conformity with ASPE and to maintain accountability for assets;
- (x) Schedule 4.2(x) sets out separately all material Intellectual Property that is owned by GURU and contains a correct, current and complete list of all Intellectual Property. Except as disclosed on Schedule 4.2(x), GURU is the sole and exclusive owner of the Owned Intellectual Property with good, valid and marketable title thereto, free and clear of all Encumbrances (except those Encumbrances disclosed to Mira) including a waiver of moral rights and rights of a similar nature, to the extent that such rights may be waived. GURU does not license any material Intellectual Property as part of its business as presently conducted. GURU has no knowledge to the effect that it will be unable to obtain any rights or licenses to use all Intellectual Property necessary for the conduct of its business. To the best knowledge of GURU, no third parties have rights to any Intellectual Property. To the best knowledge of GURU, there is no infringement, misappropriation or misuse by third parties of any Intellectual Property. There is no pending or, to the best knowledge of GURU, threatened action, suit, proceeding or claim by others challenging GURU's rights in or to any Intellectual Property, and GURU is not aware of any facts which form a reasonable basis for any such claim. There is no pending or, to the best knowledge of GURU, threatened action, suit, proceeding or claim by others challenging the validity or enforceability of any Intellectual Property, and GURU is not aware of any allegations or finding of unenforceability or invalidity of the Intellectual Property. There is no pending or, to the best knowledge of GURU, threatened action, suit, proceeding or claim by others that GURU infringes or otherwise violates any patent, trademark, copyright, trade secret or other proprietary rights of others. To the best knowledge of GURU, the business of GURU does not infringe on any patent, trademark, copyright, trade secret or other proprietary rights of others and, without limiting the foregoing, to the best knowledge of GURU, there is no patent or patent application by others that contains claims that interfere with the issued or pending claims of any of the Intellectual Property;
- (y) to the extent that any Owned Intellectual Property by GURU is licensed or disclosed to any person or any person has access to such material Owned Intellectual Property (including any employee, officer, shareholder or consultant of GURU), GURU has entered into a valid and enforceable written agreement

which contains terms and conditions prohibiting the unauthorized use, reproduction, disclosure, reverse engineering or transfer of such Intellectual Property by such person. All such agreements are in full force and effect and GURU is not, and, to the knowledge of GURU, any other person is not, in default of its obligations thereunder, except for any default which would not be material to GURU;

- (z) in respect of both the hardware equipment and locally hosted software components of the information management and computer systems (collectively, the “**Systems**”) of GURU: (A) the Systems have been maintained and supported in accordance with commercially reasonable industry practices; (B) there is a commercially reasonable disaster recovery plan in place in respect of such Systems; (C) commercially reasonable controls are in place to control access and security to such Systems and there are appropriate firewalls and virus protection programs in place; and (D) all material software being used is supported by valid licenses and all licenses in respect of such software are in good standing in all material respects and, to the knowledge of GURU, not in default in any respect, except for any default which would not be material to GURU;
- (aa) GURU’s use or handling of Customer Data in the previous five (5) years did not and does not violate any applicable Law in a manner that could reasonably be expected to result in a Material Adverse Effect in respect of GURU;
- (bb) to the knowledge of GURU, none of the directors, officers or employees of GURU, any person who owns, directly or indirectly, more than 10% of any class of securities of GURU or securities of any person exchangeable for more than 10% of any class of securities of GURU, or any associate or affiliate of any of the foregoing, had or has any material interest, direct or indirect, in any transaction (other than in connection with the GURU Private Placement and/or the Amalgamation) or any proposed transaction (including any loan made to or by any such person) with GURU which, as the case may be, materially affects, is material to or will materially affect GURU;
- (cc) GURU is not a party to, or bound by any commitment, agreement or document containing any covenant which expressly and materially limits the freedom of GURU to compete in any line of business, transfer or move any of its assets or operations or which would have a Material Adverse Effect on the business practices, operations or condition of GURU;
- (dd) GURU has never been in violation of, in connection with the ownership, use, maintenance or operation of the property and assets thereof, any applicable Laws relating to environmental, health or safety matters which could reasonably be expected to have a Material Adverse Effect in respect of GURU;
- (ee) with respect to each of the Leased Premises, each of the leases pursuant to which GURU occupies the Leased Premises is in good standing and in full force and effect, and GURU has the exclusive right to occupy and use the Leased Premises to conduct the business of GURU. The performance of obligations pursuant to

and in compliance with the terms of this Agreement and the completion of the transactions, including the Amalgamation, will not afford any of the parties to such leases or any other person the right to terminate such leases and to the knowledge of GURU, no parties to such leases intend to terminate same;

- (ff) to the knowledge of GURU, GURU has never been in material violation of, in connection with the ownership, use, maintenance or operation of the Leased Premises and assets, any Environmental Laws, except where such violation would not have a Material Adverse Effect in respect of GURU;
- (gg) there are no pending or, to the knowledge of GURU, threatened administrative, regulatory or judicial actions, suits, demands, demand letters, claims, liens, notices of non-compliance or violation, investigation or proceedings relating to any Environmental Laws against GURU that would have a Material Adverse Effect in respect of GURU;
- (hh) GURU has not used the Leased Premises, or any facility which it previously owned or leased, to generate, manufacture, process, distribute, use, treat, store, dispose of, transport or handle any Hazardous Substances other than in compliance with Environmental Laws, except as would not have a Material Adverse Effect in respect of GURU;
- (ii) GURU does not own any real property;
- (jj) to the knowledge of GURU, there exists no claim or basis for any claim that might or could have a Material Adverse Effect on the right of GURU to use, transfer or otherwise exploit the Leased Premises;
- (kk) to the knowledge of GURU, no director, officer, employee, consultant, representative or agent of GURU, has (A) violated any anti-bribery or anti-corruption Laws applicable to GURU, including the United States Foreign Corrupt Practices Act of 1977 and Corruption of Foreign Public Officials Act (Canada), or (B) offered, paid, promised to pay, or authorized the payment of any money, or offered, given, promised to give, or authorized the giving of anything of value, that goes beyond what is reasonable and customary and/or of modest value: (i) to any Government Official, whether directly or through any other person, for the purpose of influencing any act or decision of a Government Official in his or her official capacity; inducing a Government Official to do or omit to do any act in violation of his or her lawful duties; securing any improper advantage; inducing a Government Official to influence or affect any act or decision of any Governmental Entity; or assisting any representative of GURU in obtaining or retaining business for or with, or directing business to, any person; or (ii) to any person in a manner which would constitute or have the purpose or effect of public or commercial bribery, or the acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business or any improper advantage;

- (ll) to the knowledge of GURU, no director, officer, employee, consultant, representative or agent of GURU, has (A) conducted or initiated any review, audit, or internal investigation that concluded GURU or any director, officer, employee, consultant, representative or agent thereof, violated any anti-bribery or anti-corruption Laws applicable to GURU or committed any material wrongdoing, or (B) made a voluntary, directed, or involuntary disclosure to any Governmental Entity responsible for enforcing anti-bribery or anti-corruption Laws, in each case, with respect to any alleged act or omission arising under or relating to non-compliance with any such Laws, or received any notice, request, or citation from any person alleging non-compliance with any such Laws;
- (mm) the operations of GURU are and have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements of the money laundering statutes of all applicable jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any Governmental Entity (collectively, the “**Applicable Anti-Money Laundering Laws**”) and no action, suit or proceeding by or before any Governmental Entity involving GURU with respect to Applicable Anti-Money Laundering Laws is, to the knowledge of GURU, pending or threatened;
- (nn) each material plan or agreement providing for retirement, bonus, stock purchase, profit sharing, stock option, fringe benefit, change of control benefit, deferred compensation, severance or termination pay, insurance, medical, hospital, dental, vision care, drug, sick leave, disability, salary continuation, legal benefits, unemployment benefits, vacation, incentive or otherwise contributed to or required to be contributed to, by GURU for the benefit of any current or former director, officer, employee or consultant of GURU (collectively, the “**Employee Plans**”) has been maintained in all material respects in compliance with its terms and with the requirements prescribed by any and all statutes, orders, rules and regulations that are applicable to such Employee Plans;
- (oo) no union representation exists, no certified association holds bargaining rights respecting the employees of GURU and no association of employees has applied to be certified as the bargaining agent of any of the employees of GURU. GURU is not a party to any collective bargaining agreement, letter of understanding or letter of intent with any certified association or association of employees and no collective bargaining agreement, letter of understanding or letters or intent is currently being negotiated by GURU. No other action has been taken or, to the knowledge of GURU, is contemplated to organize or unionize any employees of GURU. There are no existing or, to the knowledge of GURU, threatened, labour strikes or labour disputes, work stoppages or slowdowns, controversies, material disputes or other labour troubles affecting GURU. GURU is currently in compliance with all Laws, regulations and orders relating to labour and employment, including those related to employment standards practices, workers’ compensation, pay equity, occupational health and safety, human rights and accommodation obligations, employment immigration, employee privacy,

language of labour relations (French language requirements) and similar legislation, including payment in full of all amounts owing thereunder, except where noncompliance would not have a Material Adverse Effect in respect of GURU. No material labour dispute, complaint, grievance or other conflict with the employees of GURU currently exists, or to the knowledge of GURU is threatened or pending. There are no pending claims or outstanding orders against GURU under applicable workers' compensation legislation, occupational health and safety or similar legislation, nor has any similar event occurred, which would reasonably be expected to give rise to any Material Adverse Effect in respect of GURU;

- (pp) there are no actual complaints, made by employees, former employees or independent contractors, or to GURU's knowledge, threatened complaints against GURU before any employment standards commission or tribunal or human rights commission or tribunal, nor, to the knowledge of GURU, has there been any occurrence which would reasonably be expected to lead to a complaint under any human rights legislation or employment standards legislation or civil law principle, in each case, that would have a Material Adverse Effect in respect of GURU. There are no outstanding decisions or settlements or pending settlements under applicable employment standards or human rights Laws which place any material obligation upon GURU to do or refrain from doing any act;
- (qq) GURU maintains insurance against such losses, risks and damages to its properties and assets in such amounts that are customary for the business in which each is engaged and on a basis consistent with reasonably prudent persons in comparable businesses, and all of the policies in respect of such insurance coverage are in good standing, in full force and effect in all material respects and not in material default. GURU is in compliance with the terms of such policies and instruments in all material respects and there are no material claims by GURU under any such policy or instrument as to which any insurance company is denying liability or defending under a reservation of rights clause. GURU has no reason to believe that it will not be able to renew such existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business at a cost that would not have a Material Adverse Effect in respect of GURU;
- (rr) the minute books and corporate records of GURU for the period from incorporation to the date hereof are complete in all material respects, contain copies of all proceedings (or certified copies thereof or drafts thereof pending approval) of the shareholders and the directors (or any committee thereof) or members and managers, as applicable, thereof and there have been no other meetings, resolutions or proceedings of the shareholders, directors, members or managers, as applicable, of GURU to the date hereof not reflected in such records, other than those which are not material thereto;
- (ss) all information which has been prepared by GURU relating to GURU and its business, properties and liabilities and made available to Mira was, as of the date of such information, true and correct in all material respects, taken as a whole,

(excluding any future-oriented financial information or such information which is forward-looking or relates to projections or forecasts) and no material fact(s) known to GURU have been omitted therefrom which are necessary to make such information not misleading in light of the circumstances under which it was made available;

- (tt) as of the date of the Corporate Presentation, the information and statements set forth in the Corporate Presentation are, taken as a whole, true and correct in all material respects (excluding any future-oriented financial information or information or statements which are forward-looking or relate to projections or forecasts) and do not contain a misrepresentation;
- (uu) all forward-looking information and statements of GURU contained in the Corporate Presentation, including any forecasts, projections and estimates, future-oriented financial information, expressions of opinion, intention and expectation, subject to any qualifications contained therein, as at the time they were made, were based on or derived from sources which GURU believes to be reliable and accurate, were made based on assumptions that GURU believed were reasonable in the circumstances and were identified as such in compliance with applicable securities Laws;
- (vv) the statistical, industry and market related data included, or incorporated by reference, in the Corporate Presentation are derived from sources which GURU reasonably believes to be accurate, reasonable and reliable and GURU has no reason to believe that such data is inconsistent with the sources from which it was derived;
- (ww) GURU has not withheld, and will not withhold from Mira prior to the Effective Time, any material fact relating to GURU, the GURU Private Placement, the Secondary Offering, or the Amalgamation;
- (xx) there is no person acting or purporting to act at the request or on behalf of GURU that is entitled to any brokerage or finder's fee or other compensation in connection with the transactions contemplated by this Agreement, except the agents in connection with the GURU Private Placement, and except as disclosed to Mira, no person shall be entitled to any other amount in connection with the transactions contemplated by this Agreement;
- (yy) as of the date hereof, no closure or suspension to the operations currently in effect or previously mandated by a Governmental Entity or otherwise implemented by GURU as a result of the novel coronavirus disease (COVID-19) outbreak has had a material adverse effect on GURU; and
- (zz) GURU acknowledges and agrees that the Resulting Issuer Common Shares issuable to holders of GURU Common Shares, as well as the Resulting Issuer Options issuable to holders of GURU Options and the Resulting Issuer Compensation Options issuable to holders of GURU Compensation Options in the United States or who are U.S. Persons (i) have not been and will not be registered

under the U.S. Securities Act or any state securities laws, (ii) are being or will be issued to such holders who are “accredited investors” within the meaning of Rule 501(a) of Regulation D in reliance on the exemption from the registration requirements of the U.S. Securities Act provided by Rule 506(b) of Regulation D and in reliance upon similar exemptions from applicable state securities laws, and (iii) the Resulting Issuer Common Shares, the Resulting Issuer Options and the Resulting Issuer Compensation Options will be “restricted securities” and may not be offered or sold in the United States, nor may hedging transactions involving such securities be conducted, unless such securities are registered under the U.S. Securities Act and any applicable state securities law, an exemption from such registration is available or such registration is otherwise not required.

4.3 Representations and Warranties of Holdcos and Holdco Principal

Holdcos and Holdco Principal represent and warrant to and in favour of GURU, Mira and Mira Subco as follows, and acknowledges that GURU, Mira and Mira Subco are relying upon such representations and warranties in connection with the completion of the transactions contemplated herein:

- (a) Holdcos are corporations incorporated and validly existing under the laws of the jurisdiction of its incorporation and has all requisite corporate power and corporate authority and neither Holdcos nor Holdco Principal nor, to the knowledge of Holdco Principal, any other Person, has taken any steps or proceedings, voluntary or otherwise, requiring or authorizing either Holdco’s dissolution or winding up of either Holdco, and each of the Holdcos and Holdco Principal has all requisite corporate power and corporate authority to enter into this Agreement.
- (b) The authorized capital of 3597407 is an unlimited number of 3597407 Common Shares and, as at the date hereof, 100 3597407 Common Shares are issued and outstanding as fully paid and non-assessable shares of 3597407.
- (c) The authorized capital of 9600990 is an unlimited number of 9600990 Common Shares of which, as at the date hereof, 504.21 9600990 Common Shares are issued and outstanding as fully paid and non-assessable shares of 9600990,
- (d) Holdco Principal is the registered and beneficial owner of all of this issued and outstanding shares in the capital of Holdcos, and no other Person holds, directly or indirectly, any shares of Holdcos, has any equity interest in Holdcos nor holds any securities or instruments that are convertible or exchangeable into shares of or an equity interest in Holdcos nor has any right to acquire any equity interest in Holdcos, and the Holdco Common Shares are not subject to any Encumbrance.
- (e) Holdcos have no direct or indirect subsidiaries nor any investment in any Person or any agreement, option or commitment to acquire any such investment other than a total of 8,350.04 pre-GURU Consolidation GURU Common Shares.

- (f) Holdcos have obtained the requisite shareholder approval for the Amalgamation and the transactions contemplated by this Agreement.
- (g) No consent, approval, order or authorization of, or registration, declaration or filing with, any third party or Governmental Entity is required by or with respect to Holdcos in connection with the execution and delivery of this Agreement by Holdcos, the performance of its obligations hereunder or the consummation by Holdcos of their amalgamation with GURU other than the filing of Articles of Amalgamation to effect such consolidation under the CBCA and the issuance of a certificate in respect thereof.
- (h) This Agreement has been duly authorized and executed by Holdcos and Holdco Principal and constitutes a valid and binding obligation of Holdcos and Holdco Principal and shall be enforceable against each of Holdcos and Holdco Principal in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting the rights of creditors generally and except as limited by the application of equitable principals when equitable remedies are sought, and by the fact that rights to indemnity, contribution and waiver, and the ability to sever unenforceable terms, may be limited by applicable law.
- (i) Other than this Agreement, (i) Holdcos are not party to any agreement except this Agreement, and (ii) the Holdco Principal is not currently party to any agreement in respect of: (A) the purchase of any property or assets or any interest therein or the sale, transfer or other disposition of any property or assets or any interest therein currently owned, directly or indirectly, by Holdcos whether by asset sale, transfer of shares or otherwise; or (B) the change of control of Holdcos (whether by sale or transfer of shares or otherwise).
- (j) Holdcos have no Assets and Properties, except for a total of 8,350.04 pre-GURU Consolidation GURU Common Shares, and no liabilities (including for greater certainty any current or accrued liability for Taxes), and do not carry on any business activities other than holding GURU Common Shares.
- (k) No legal or governmental actions, suits, judgments, investigations or proceedings are pending to which Holdcos are a party or to which the Assets and Properties of Holdcos are subject and, to the knowledge of Holdco Principal, no such proceedings have been threatened against or are pending with respect to Holdcos, or with respect to its Assets and Properties and Holdcos are not subject to any judgment, order, writ, injunction, decree or award of any Governmental Entity.

ARTICLE 5
CONDITIONS PRECEDENT AND OTHER MATTERS

5.1 Conditions to Obligations of GURU and the Holdcos

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

- (a) except as affected by the transactions contemplated herein, the representations and warranties of Mira contained in Section 4.1 hereof shall be true in all material respects on the Closing Date with the same effect as though such representations and warranties had been made at and as of such time, other than in respect of representations and warranties qualified by materiality which representations and warranties shall be true and correct, and GURU and the Holdcos shall have received a certificate to that effect, dated the Closing Date, from an officer or director of Mira acceptable to GURU and the Holdcos, to the best of his or her knowledge, having made reasonable inquiry;
- (b) Mira and Mira Subco shall have performed, fulfilled or complied with, in all material respects, all of their obligations, covenants and agreements contained in this Agreement to be fulfilled or complied with by them at or prior to the Closing and GURU and the Holdcos shall have received a certificate of an officer or director of Mira to such effect;
- (c) Mira shall have furnished GURU and the Holdcos with:
 - (i) a certified copy of the resolutions passed by the board of directors of Mira approving this Agreement and the consummation of the transactions contemplated herein;
 - (ii) a certified copy of the special resolution of the sole shareholder of Mira Subco authorizing and approving the Amalgamation;
 - (iii) a certified copy of the resolutions of shareholders of Mira approving the Mira Meeting Matters; and
 - (iv) written approval of the TSX Venture of the Amalgamation as a Qualifying Transaction under the TSX Venture rules and policies and such other matters as may require TSX Venture or TSX approval in order to give effect to the transactions contemplated hereby;
- (d) receipt of all regulatory and third party approvals, authorizations and consents as are required to be obtained by Mira or GURU in connection with the Qualifying Transaction, including the approval of the TSX Venture and any other applicable regulatory authorities;
- (e) the Mira Management Options shall have been cancelled;

- (f) the Consolidation shall have been completed;
- (g) the shareholders of GURU shall have approved the Amalgamation and the Agreement;
- (h) the Resulting Issuer Common Shares that are issued as consideration for the GURU Common Shares and the Holdco Common Shares (i) shall be issued as fully paid and non-assessable Resulting Issuer Common Shares in the capital of Mira, free and clear of any and all Encumbrances and demands of whatsoever nature, except those imposed pursuant to escrow restrictions of the TSX, the TSX Venture and/or applicable securities laws; and (ii) shall have been conditionally approved for listing on the TSX or TSX Venture, such listing to be conditional only on conditions standard for a Qualifying Transaction and the standard listing conditions of the TSX or TSX Venture, as applicable;
- (i) the shareholders of Mira shall have approved the Mira Meeting Matters;
- (j) there being no legal proceeding or regulatory actions or proceedings against any Person to enjoin, restrict or prohibit the Amalgamation or which could reasonably be expected to result in a Material Adverse Effect on Mira; and
- (k) there being no prohibition at law against completion of Amalgamation.

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

5.2 Conditions to Obligations of Mira

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

- (a) except as affected by the transactions contemplated herein, the representations and warranties of GURU contained in Section 4.2 hereof shall be true in all material respects on the Closing Date with the same effect as though such representations and warranties had been made at and as of such time, other than in respect of representations and warranties qualified by materiality which representations and warranties shall be true and correct, and Mira shall have received a certificate to such effect, dated the Closing Date, of a senior officer of GURU to the best of his knowledge having made reasonable inquiry;
- (b) except as affected by the transactions contemplated herein, the representations and warranties of the Holdcos and the Holdco Principal contained in Section 4.3 hereof shall be true in all material respects on the Closing Date with the same

effect as though such representations and warranties had been made at and as of such time, other than in respect of representations and warranties qualified by materiality which representations and warranties shall be true and correct, and Mira shall have received a certificate to such effect, dated the Closing Date, of Holdco Principal to the best of his knowledge having made reasonable inquiry;

- (c) GURU shall have performed, fulfilled or complied with, in all material respects, all of its obligations, covenants and agreements contained in this Agreement to be fulfilled or complied with by it at or prior to the time of the Closing and Mira shall have received a certificate of an officer of GURU to such effect;
- (d) the Holdcos shall have performed, fulfilled or complied with, in all material respects, all of its obligations, covenants and agreements contained in this Agreement to be fulfilled or complied with by it at or prior to the time of the Closing and Mira shall have received a certificate of Holdco Principal to such effect;
- (e) GURU shall have furnished Mira and the Holdcos with:
 - (i) certified copies of the directors' resolutions passed by the board of directors of GURU approving this Agreement, as well as the consummation of the transactions contemplated herein;
 - (ii) certified copies of the special resolution of the shareholders of GURU authorizing and approving the applicable components of the Reorganization, the Amalgamation and this Agreement; and
 - (iii) a certificate of GURU, or GURU's registrar and transfer agent, setting forth the number of issued and outstanding GURU securities immediately prior to the Amalgamation;
- (f) each Holdco shall have furnished Mira and GURU with:
 - (i) certified copies of the directors' resolutions passed by the board of directors of such Holdco approving this Agreement, as well as the consummation of the transactions contemplated herein;
 - (ii) certified copies of the special resolution of the shareholders of such Holdco authorizing and approving the applicable components of the Reorganization, the Amalgamation and this Agreement; and
 - (iii) a certificate of the registrar setting forth the number of issued and outstanding securities of such Holdco immediately prior to the Amalgamation;
- (g) receipt of all regulatory or third party approvals, authorizations and consents as are required to be obtained by Mira or GURU in connection with the

Amalgamation, including the approval of the TSX Venture and any other applicable regulatory authorities;

- (h) no Material Adverse Change shall have occurred in the business, results of operations, assets, liabilities, financial condition or affairs of GURU since the date of this Agreement and Mira shall have received a certificate to that effect addressed to Mira signed by the Chief Executive Officer and Chief Financial Officer of GURU;
- (i) each of the Principals, contemporaneously with the execution of this Agreement, shall have entered into a voting support agreement with Mira (the “**Target Support Agreement**”) in form and substance as set out in the Letter of Intent and such agreement shall be in full force and effect on the Effective Date and neither Principal shall be in default of any term thereof;
- (j) the shareholders of Mira shall have approved the Mira Meeting Matters;
- (k) the Reorganization shall have been completed;
- (l) the GURU Private Placement shall have been completed and the Subscription Receipt Agent shall have released the Offered Receipts Escrowed Funds (as such term is defined in the Subscription Receipt Agreement) to GURU;
- (m) the shareholders of GURU shall have approved the Amalgamation and this Agreement;
- (n) GURU shall have no issued and outstanding securities other than up to 28,732,635 GURU Common Shares, 216,966 GURU Options and up to [REDACTED] GURU Compensation Options;
- (o) 3597407 shall have no issued and outstanding securities other than up to 7,186,780 3597407 Common Shares (post-Holdco Consolidation);
- (p) 9600990 shall have no issued and outstanding securities other than up to 461,856 9600990 Common Shares (post-Holdco Consolidation);
- (q) there being no legal proceeding or regulatory actions or proceedings against any Person to enjoin, restrict or prohibit the Amalgamation or which could reasonably be expected to result in a Material Adverse Effect on GURU;
- (r) there being no prohibition at law against the completion of the transactions contemplated hereby;
- (s) the Resulting Issuer shall have received conditional approval for listing on the TSX or TSX Venture; and
- (t) the Resulting Issuer shall have satisfied all of the conditions to be exempt from national escrow requirements, and the TSX Venture shall have approved the release of the Mira Common Shares held by Mira’s seed shareholders from all

escrow requirements imposed by the TSX Venture and the Resulting Issuer shall have satisfied all of the conditions to be exempt from the escrow requirements of National Policy 46-201 – *Escrow for Initial Public Offerings* or the principal shareholders of Mira shall otherwise be exempt therefrom.

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

5.3 Merger of Conditions

The conditions set out in Sections 5.1 and 5.2 hereof shall be conclusively deemed to have been satisfied, waived or released on the filing by GURU, the Holdcos and Mira Subco of the Articles of Amalgamation with the registrar.

5.4 Alternative Transactions

- (a) Notwithstanding Subsection 3.3(a), in the event that GURU or any of the Principals receive a *bona fide* offer, whether written or oral, (a “**GURU Offer**”), from a third party to acquire all or substantially all of the assets or shares of GURU or to enter into an arrangement or agreement which would materially interfere with the Amalgamation which GURU 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 “**GURU Alternative Transaction**”), then GURU shall provide forthwith a written summary of the material terms of the GURU Offer (and in any event within one (1) Business Day following receipt thereof) and GURU may terminate this Agreement upon written notice to Mira (a “**GURU Termination**”). Upon a GURU Termination or upon GURU entering into an agreement, including a letter of intent, whether or not binding (the “**GURU Alternative Transaction Agreement**”) prior to the termination of this Agreement, with respect to the GURU Alternative Transaction, GURU shall within two (2) Business Days following the earlier of the GURU Termination and the entering into of the GURU Alternative Transaction Agreement (collectively and individually referred to as a “**GURU Event**”), as applicable, make a cash payment to Mira in the amount of \$300,000, which payment shall constitute full and final compensation and remedy to Mira for any breach or the non-performance of this Agreement and any and all fees and expenses associated therewith.
- (b) Notwithstanding Subsection 3.1(a), in the event that Mira or any of its directors or officers receives a *bona fide* offer, whether written or oral, (a “**Mira Offer**”), from a third party to acquire all or substantially all of the assets or shares of Mira or to enter into an arrangement or agreement which would materially interfere with the Amalgamation which Mira 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 “**Mira Alternative Transaction**”), then Mira shall provide forthwith a written summary of the material details of the Mira Offer to (and in any event within one Business Day following receipt thereof) and Mira may terminate this Agreement upon written notice to GURU (a “**Mira Termination**”). Upon a Mira Termination or upon Mira entering into an agreement, including a letter of intent, whether or not binding (the “**Mira Alternative Transaction Agreement**”) prior to the termination of this Agreement, with respect to the Mira Alternative Transaction, Mira shall within two (2) Business Days following the earlier of the Mira Termination and the entering into of the Mira Alternative Transaction Agreement (collectively and individually referred to as a “**Mira Event**”), as applicable, make a cash payment to GURU in the amount of \$300,000, which payment shall constitute full and final compensation and remedy to GURU for any breach or the non-performance of this Agreement and any and all fees and expenses associated therewith.

ARTICLE 6 NOTICES

6.1 Notices

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

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

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

Attn: Aaron Wolfe
Email: aaron.wolfe@jjrcapital.com

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

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

Attn: Rubin Rapuch
Email: rrapuch@fasken.com

(b) to GURU, addressed to:

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

Attn: Carl Goyette
Email: carl.goyette@guruenergy.com

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

Fasken Martineau DuMoulin LLP
Stock Exchange Tower
800 Square Victoria, Suite 3500
Montréal, QC H4Z 1E9

Attention: Neil Kravitz
Email: nkravitz@fasken.com

(c) to 3597407:

3597407 Canada Inc.

7240 Waverly St. #115
Montreal, Quebec
H2R 2Y8

Attn: Joseph Zakher
Email: [REDACTED]

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

Fasken Martineau DuMoulin LLP
Stock Exchange Tower
800 Square Victoria, Suite 3500
Montréal, QC H4Z 1E9

Attention: Neil Kravitz
Email: nkravitz@fasken.com

(d) to 9600990:

9600990 Canada Inc.

7240 Waverly St. #115
Montreal, Quebec
H2R 2Y8

Attn: Joseph Zakher

Email: [REDACTED]

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

Fasken Martineau DuMoulin LLP
Stock Exchange Tower
800 Square Victoria, Suite 3500
Montréal, QC H4Z 1E9

Attention: Neil Kravitz

Email: nkravitz@fasken.com

(e) to Joseph Zakher :

Attn: Joseph Zakher

Email: [REDACTED]

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

Fasken Martineau DuMoulin LLP
Stock Exchange Tower
800 Square Victoria, Suite 3500
Montréal, QC H4Z 1E9

Attention: Neil Kravitz

Email: nkravitz@fasken.com

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

ARTICLE 7 AMENDMENT AND TERMINATION OF AGREEMENT

7.1 Amendment

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

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

provided that no such amendment shall change the provisions hereof regarding the consideration to be received by securityholders of GURU without approval by such securityholders of GURU given in the same manner as required for the approval of the Amalgamation, and provided further that no provision of this Agreement that directly refers to Holdcos or Holdco Principal may be amended without the written agreement of Holdcos and Holdco Principal.

7.2 Rights of Termination

This Agreement may be terminated as follows:

- (a) by mutual agreement of Mira and GURU in writing (provided however that GURU shall give Holdcos and Holdco Principal written notice that the Agreement was terminated promptly following the termination of this Agreement pursuant to this Subsection 7.2(a));
- (b) by GURU, upon provision of notice in accordance with Subsection 5.4(a);
- (c) by Mira, upon provision of notice in accordance with Subsection 5.4(b);
- (d) by Mira, in the event that it determines, acting reasonably, that the conditions set forth in Subsection 5.2(t) will not be satisfied on or prior to the Effective Date;
- (e) by Mira, in the event that GURU does not satisfy the conditions set forth in Subsection 3.4 by the Statement Expiry Date;
- (f) by GURU (i) by notice to Mira if any of the conditions contained in Section 5.1 hereof shall not have been fulfilled or performed by the Termination Date or (ii) upon a breach by Mira of Subsection 3.1(a) hereof that could reasonably result in a condition set forth in Section 5.1 which condition has not been waived to be incapable of being satisfied on or before the Termination Date;
- (g) by Mira (i) by notice to GURU if any of the conditions contained in Section 5.2 hereof shall not have been fulfilled or performed by the Termination Date or (ii) upon a breach by GURU of Subsection 3.3(a) hereof that could reasonably result in a condition set forth in Section 5.2 which condition has not been waived to be incapable of being satisfied on or before the Termination Date;

- (h) by either GURU or Mira if the Amalgamation is not completed by the Termination Date; or
- (i) by either GURU or Mira if any applicable regulatory or Governmental Entity has notified any of Mira, Mira Subco or GURU that it will not permit the Amalgamation to proceed, in whole or in part.

If this Agreement is terminated as aforesaid, the party terminating this Agreement shall be released from all obligations under this Agreement other than the obligations that by their terms survive the termination of this Agreement (including the obligation to make payments under Section 5.4, the obligations with respect to confidentiality under Section 8.6 and the obligations with respect to expenses under Section 8.7), all rights of specific performance against such party shall terminate and, unless such party can show that the condition or conditions the non-performance of which has caused such party to terminate this Agreement were reasonably capable of being performed by the other party, then the other party shall also be released from all obligations hereunder, except any liability expressly contemplated hereby; and further provided that any of such conditions may be waived in full or in part by either of the parties without prejudice to its rights of termination in the event of the non-fulfilment or non-performance of any other condition.

7.3 Notice of Unfulfilled Conditions

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

ARTICLE 8 GENERAL

8.1 Entire Agreement

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

8.2 Binding Effect

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

8.3 Waiver and Modification

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

8.4 No Personal Liability

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

8.5 Assignment

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

8.6 Confidentiality

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

- (c) If this Agreement is terminated pursuant to Article 7, each Receiving Party will promptly return to the Disclosing Party or destroy any Confidential Information and any work product produced from such Confidential Information in its possession or in the possession of any of its representatives.

8.7 Costs

- (a) Whether or not the Amalgamation is completed, GURU shall be liable to pay for or reimburse Mira for all reasonable costs, fees and expenses of or incidental to the completion of the Amalgamation and the performance of the obligations of Mira pursuant to this Agreement, including, without limitation, the fees and disbursements of accountants and auditors, legal counsel and other applicable experts, the whole up to a maximum of \$135,000 exclusive of disbursements and applicable taxes, plus all reasonable disbursements, including all expenses related to the calling and holding of the Mira Meeting, and taxes payable in respect of any of the foregoing (collectively, “**Mira Expenses**”). All such Mira Expenses shall be payable by GURU promptly upon receiving an invoice therefor from Mira, or may be deducted from the proceeds of the GURU Private Placement otherwise payable to GURU in connection with the satisfaction or waiver of the applicable escrow release conditions. For greater certainty, GURU agrees to issue a written direction to the subscription receipt agent retained in connection with the GURU Private Placement (the “**Subscription Receipt Agent**”) to pay an amount equal to all validly claimed Mira Expenses and forthwith remit such amount to Mira from the proceeds of the GURU Private Placement held by it in escrow.
- (b) Subject to Subsection 8.7(a), each of the parties hereto shall be responsible for their own costs and charges incurred with respect to the transactions contemplated herein including, without limitation, all costs and charges incurred prior to the date of this Agreement and all legal, accounting and audit fees and disbursements relating to preparing the documents relating to the transactions contemplated herein or otherwise relating to the transactions contemplated herein. For greater certainty, GURU shall be responsible for paying the costs and fees payable to the TSX and TSX Venture regarding their review of the Qualifying Transaction and the personal information forms to be submitted by the proposed executive officers, directors and promoters and insiders of the Resulting Issuer following completion of the Amalgamation and all listing fees payable in connection with any securities issued pursuant to the Amalgamation and/or any application fees payable to the TSX Venture or the TSX in connection with the transactions contemplated herein.

8.8 Time of Essence

Time shall be of the essence of this Agreement.

8.9 Survival

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

8.10 Governing Law

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

8.11 Severability

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

8.12 Further Assurances

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

8.13 Counterparts and Electronic Copies

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

[Remainder of Page Intentionally Left Blank]

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

MIRA X ACQUISITION CORP.

6384269 CANADA INC.

Per: <Ronald D. Schmeichel>
Authorized Signatory

Per: <Carl Goyette>
Carl Goyette

MIRA X SUBCO INC.

3597407 CANADA INC.

Per: <Aaron Wolfe>
Authorized Signatory

Per: <Joseph Zakher>
Josphe Zakher

9600990 CANADA INC.

Per: <Joseph Zakher>
Josphe Zakher

<Joseph Zakher>
JOSEPH ZAKHER

**SCHEDULE 4.2(X)
INTELLECTUAL PROPERTY**

Redacted