

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM692951

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	04/01/2021		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TS Brandco Inc.		04/01/2021	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	TWEED INC.		
Street Address:	1 Hershey Drive		
City:	Smith Falls, ONTARIO		
State/Country:	CANADA		
Postal Code:	K7A0A8		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	88925645	TOKYO SMOKE LUMA	
Serial Number:	88925791	TOKYO SMOKE LUMA	
Serial Number:	90083818	TOKYO SMOKE	
Serial Number:	90083884		
Serial Number:	86374525	TOKYO SMOKE	
Serial Number:	90717907	TOKYO SMOKE	
Serial Number:	90717665	TOKYO SMOKE	
CORRESPONDENCE DATA			
Fax Number:	2128087897		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2128087800		
Email:	trademarks@kelleydrye.com		
Correspondent Name:	Patricia L. Werner, Esq.		
Address Line 1:	Kelley Drye & Warren LLP		
Address Line 2:	Three World Trade Center		
Address Line 4:	New York, NEW YORK 10007		
NAME OF SUBMITTER:	Patricia L. Werner, Esq.		
SIGNATURE:	/patricialwerner/		

OP \$190.00 88925645

DATE SIGNED:

12/07/2021

Total Attachments: 24

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

A - Amalgamation Agreement / Convention de fusion :



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

or
ou

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

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



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

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

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

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

Names of amalgamating corporations Dénomination sociale des sociétés qui fusionnent	Ontario Corporation Number Numéro de la société en Ontario	Date of Adoption/Approval Date d'adoption ou d'approbation		
		Year année	Month mois	Day jour
1955625 ONTARIO INC.	001955625	2021	03	30
2703740 ONTARIO INC.	002703740	2021	03	30
5046572 ONTARIO INC.	005046572	2021	03	30
DOJA CANNABIS LTD.	005046473	2021	03	30
HIKU BRANDS COMPANY LTD.	005046472	2021	03	30
TS BRANDCO INC.	005002506	2021	03	30
TWEED INC.	001910662	2021	03	30

Names of amalgamating corporations <i>Dénomination sociale des compagnies qui fusionnent</i>	Ontario Corporation Number <i>Numéro de la compagnie en Ontario</i>	Date of Adoption/Approval <i>Date d'adoption ou d'approbation</i>
TWEED FARMS INC.	001982524	2021/03/30
SPECTRUM CANNABIS CANADA LTD.	001922970	2021/03/30
SPECTRUM HEALTH CORP.	002279599	2021/03/30
STARKCO HOLDINGS INC.	005045733	2021/03/30
WANDACO HOLDINGS INC.	005046466	2021/03/30

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

None.

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

The authorized capital of the Corporation shall consist of an unlimited number of common shares.

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

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

The common shares shall have attached thereto the following rights, privileges, restrictions and conditions:

1. Voting

Each holder of common shares shall be entitled to receive notice of and to attend all meetings of shareholders of the Corporation, except meetings at which only holders of other classes or series of shares are entitled to attend, and at all such meetings shall be entitled to one (1) vote in respect of each common share held by such holder.

2. Dividends

The holders of common shares shall be entitled to receive dividends if and when declared by the board of directors.

3. Liquidation

In the event of any liquidation, dissolution or winding-up of the Corporation or other distribution of the assets of the Corporation among its shareholders for the purpose of winding-up its affairs, the holders of common shares shall be entitled to receive the remaining property or assets of the Corporation.

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

No securities of the Corporation, other than non-convertible debt securities, shall be transferred without either:

- (i) the approval of the directors of the Corporation expressed by a resolution passed at a meeting of the board of directors or by a resolution in writing signed by all of the directors entitled to vote on that resolution at a meeting of directors; or
- (ii) the approval of the holders of shares of the Corporation carrying at least a majority of the votes entitled to be cast at a meeting of shareholders, expressed by a resolution passed at a meeting of the holders of such shares or by an instrument or instruments in writing signed by the holders of a majority of such shares.

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

Without in any way restricting the powers conferred upon the Corporation or its board of directors by the Business Corporations Act (Ontario) (the "OBCA"), as now enacted or as the same may from time to time be amended, re-enacted or replaced, the board of directors may from time to time, without authorization of the shareholders, in such amounts and on such terms as it deems expedient:

- (i) borrow money upon the credit of the Corporation;
- (ii) issue, re-issue, sell or pledge debt obligations of the Corporation;
- (iii) subject to the provisions of the OBCA, as now enacted or as the same may from time to time be amended, re-enacted or replaced, give a guarantee on behalf of the Corporation to secure performance of an obligation of any person; and
- (iv) mortgage, hypothecate, pledge or otherwise create a security interest in all or any property of the Corporation owned or subsequently acquired, to secure any obligation of the Corporation.

The board of directors may from time to time delegate to a director, a committee of directors or an officer of the Corporation any or all of the powers conferred on the board as set out above, to such extent and in such manner as the board shall determine at the time of such delegation.

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

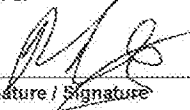
These articles are signed in duplicate.
Les présents statuts sont signés en double exemplaire.

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

1955625 ONTARIO INC.

Names of Corporations / Dénomination sociale des sociétés

By / Par


Signature / Signature

PHIL SHAER

Print name of signatory /
Nom du signataire en lettres moulées


DIRECTOR

Description of Office / Fonction

2703740 ONTARIO INC.

Names of Corporations / Dénomination sociale des sociétés

By / Par


Signature / Signature

PHIL SHAER

Print name of signatory /
Nom du signataire en lettres moulées


DIRECTOR

Description of Office / Fonction

5046572 ONTARIO INC.

Names of Corporations / Dénomination sociale des sociétés

By / Par


Signature / Signature

PHIL SHAER

Print name of signatory /
Nom du signataire en lettres moulées

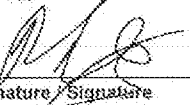
DIRECTOR

Description of Office / Fonction

DOJA CANNABIS LTD.

Names of Corporations / Dénomination sociale des sociétés

By / Par


Signature / Signature

PHIL SHAER

Print name of signatory /
Nom du signataire en lettres moulées

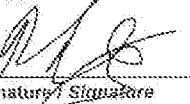
DIRECTOR

Description of Office / Fonction

HIKU BRANDS COMPANY LTD.

Names of Corporations / Dénomination sociale des sociétés

By / Par


Signature / Signature

PHIL SHAER

Print name of signatory /
Nom du signataire en lettres moulées

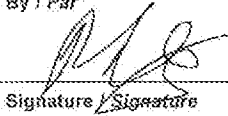
DIRECTOR

Description of Office / Fonction

TS BRANDCO INC.

Names of Corporations / Dénomination sociale des sociétés

By / Par



Signature / Signature

PHIL SHAER

Print name of signatory /
Nom du signataire en lettres moulées

DIRECTOR

Description of Office / Fonction

TWEED INC.

Names of Corporations / Dénomination sociale des sociétés

By / Par



Signature / Signature

PHIL SHAER

Print name of signatory /
Nom du signataire en lettres moulées

DIRECTOR

Description of Office / Fonction

TWEED FARMS INC.

Names of Corporations / Dénomination sociale des sociétés

By / Par



Signature / Signature

PHIL SHAER

Print name of signatory /
Nom du signataire en lettres moulées

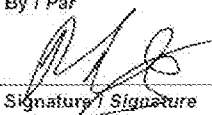
DIRECTOR

Description of Office / Fonction

SPECTRUM CANNABIS CANADA LTD.

Names of Corporations / Dénomination sociale des sociétés

By / Par



Signature / Signature

PHIL SHAER

Print name of signatory /
Nom du signataire en lettres moulées

DIRECTOR

Description of Office / Fonction

SPECTRUM HEALTH CORP.

Names of Corporations / Dénomination sociale des sociétés

By / Par



Signature / Signature

PHIL SHAER

Print name of signatory /
Nom du signataire en lettres moulées

DIRECTOR

Description of Office / Fonction

STARKCO HOLDINGS INC.

Names of Corporations / Dénomination sociale des sociétés

By / Par



Signature / Signature

PHIL SHAER

Print name of signatory /
Nom du signataire en lettres moulées

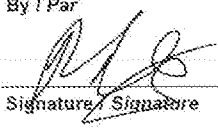
DIRECTOR

Description of Office / Fonction

WANDACO HOLDINGS INC.

Names of Corporations / Dénomination sociale des sociétés

By / Par



Signature / Signature

PHIL SHAER

Print name of signatory /
Nom du signataire en lettres moulées

DIRECTOR

Description of Office / Fonction

Names of Corporations / Dénomination sociale des sociétés

By / Par

Signature / Signature

Print name of signatory /
Nom du signataire en lettres moulées

Description of Office / Fonction

Names of Corporations / Dénomination sociale des sociétés

By / Par

Signature / Signature

Print name of signatory /
Nom du signataire en lettres moulées

Description of Office / Fonction

Names of Corporations / Dénomination sociale des sociétés

By / Par

Signature / Signature

Print name of signatory /
Nom du signataire en lettres moulées

Description of Office / Fonction

SCHEDULE "A"

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

I, Phil Shaer, of the Town of Smiths Falls, in the Province of Ontario, hereby certify and state, in my capacity as a director and officer and not in my personal capacity, as follows:

1. This Statement is made pursuant to subsection 178(2) of the *Business Corporations Act* (Ontario).
2. I am an officer and/or director of each of 1955625 Ontario Inc., 2703740 Ontario Inc., 5046572 Ontario Inc., DOJA Cannabis Ltd., Hiku Brands Company Ltd., Spectrum Cannabis Canada Ltd., Spectrum Health Corp., StarkCo Holdings Inc., TS Brandco Inc., Tweed Farms Inc., Tweed Inc. and WandaCo Holdings Inc. (the "Amalgamating Corporations") and as such have knowledge of each of their affairs.
3. I have conducted such examinations of the books and records of each of the Amalgamating Corporations as are necessary to enable me to make the statements hereinafter set forth.
4. There are reasonable grounds for believing that:
 - (i) each of the Amalgamating Corporations is, and the corporation to be formed by the amalgamation will be, able to pay its liabilities as they become due, and
 - (ii) the realizable value of such amalgamated corporation's assets will not be less than the aggregate of its liabilities and stated capital of all classes.
5. There are reasonable grounds for believing that no creditor of any of the Amalgamating Corporations will be prejudiced by the amalgamation.

This Statement is made this 30th day of March, 2021.



Phil Shaer

SCHEDULE "B"

THIS AMALGAMATION AGREEMENT made as of the 30th day of March, 2021.

AMONG:

1955625 ONTARIO INC., a corporation amalgamated
under the laws of the Province of Ontario,

(hereinafter called "1955625")

OF THE FIRST PART;

- and -

2703740 ONTARIO INC., a corporation incorporated under
the laws of the Province of Ontario,

(hereinafter called "2703740")

OF THE SECOND PART;

- and -

5046572 ONTARIO INC., a corporation continued under
the laws of the Province of Ontario,

(hereinafter called "5046572")

OF THE THIRD PART

- and -

DOJA CANNABIS LTD., a corporation continued under
the laws of the Province of Ontario,

(hereinafter called "DOJA")

OF THE FOURTH PART

- and -

HIKU BRANDS COMPANY LTD., a corporation continued
under the laws of the Province of Ontario,

(hereinafter called "HIKU")

OF THE FIFTH PART

- and -

TS BRANDCO INC., a corporation amalgamated under the
laws of the Province of Ontario,

(hereinafter called "TS")

OF THE SIXTH PART

- and -

TWEED INC., a corporation amalgamated under the laws
of the Province of Ontario,

(hereinafter called "TWEED")

OF THE SEVENTH PART

- and -

TWEED FARMS INC., a corporation continued under the
laws of the Province of Ontario,

(hereinafter called "TWEED FARMS")

OF THE EIGHTH PART

- and -

SPECTRUM CANNABIS CANADA LTD., a corporation
amalgamated under the laws of the Province of Ontario,

(hereinafter called "SPECTRUM")

OF THE NINTH PART

- and -

SPECTRUM HEALTH CORP., a corporation incorporated
under the laws of the Province of Ontario,

(hereinafter called "SPECTRUM HEALTH")

OF THE TENTH PART

- and -

STARKCO HOLDINGS INC., a corporation continued
under the laws of the Province of Ontario,

(hereinafter called "STARKCO")

OF THE ELEVENTH PART

- and -

WANDACO HOLDINGS INC., a corporation continued under the laws of the Province of Ontario,

(hereinafter called "WANDACO")

OF THE TWELFTH PART

WHEREAS 1955625 was amalgamated under the laws of the Province of Ontario by Articles of Amalgamation dated July 01, 2016 and is governed by the Act;

AND WHEREAS 2703740 was incorporated under the laws of the Province of Ontario by Articles of Incorporation dated June 27, 2019 and is governed by the Act;

AND WHEREAS 5046572 was continued under the laws of the Province of Ontario by Articles of Continuance dated March 24, 2021 and is governed by the Act;

AND WHEREAS DOJA was continued under the laws of the Province of Ontario by Articles of Continuance dated March 11, 2021 and is governed by the Act;

AND WHEREAS HIKU was continued under the laws of the Province of Ontario by Articles of Continuance dated March 11, 2021 and is governed by the Act;

AND WHEREAS TS was amalgamated under the laws of the Province of Ontario by Articles of Amalgamation dated October 01, 2018 and is governed by the Act;

AND WHEREAS TWEED was amalgamated under the laws of the Province of Ontario by Articles of Amalgamation dated March 26, 2014 and is governed by the Act;

AND WHEREAS TWEED FARMS was continued under the laws of the Province of Ontario by Articles of Continuance dated March 11, 2021 and is governed by the Act;

AND WHEREAS SPECTRUM was amalgamated under the laws of the Province of Ontario by Articles of Amalgamation dated September 30, 2014 and is governed by the Act;

AND WHEREAS SPECTRUM HEALTH was incorporated under the laws of the Province of Ontario by Articles of Incorporation dated March 29, 2011 and is governed by the Act;

AND WHEREAS STARKCO was continued under the laws of the Province of Ontario by Articles of Continuance dated March 11, 2021 and is governed by the Act;

AND WHEREAS WANDACO was continued under the laws of the Province of Ontario by Articles of Continuance dated March 11, 2021 and is governed by the Act;

AND WHEREAS the parties have each made full and complete disclosure to one another of all their respective known assets and liabilities;

AND WHEREAS the authorized capital of 1955625 consists of an unlimited number of Common Shares, of which 100 Common Shares are issued and outstanding as fully paid and non-assessable;

AND WHEREAS the authorized capital of 2703740 consists of an unlimited number of common shares, of which 110 common shares are issued and outstanding as fully paid and non-assessable;

AND WHEREAS the authorized capital of 5046572 consists of an unlimited number of Class "A" Voting Common Shares, of which 100 Class "A" Voting Common Shares are issued and outstanding as fully paid and non-assessable;

AND WHEREAS the authorized capital of DOJA consists of an unlimited number of common shares, of which 100 common shares are issued and outstanding as fully paid and non-assessable;

AND WHEREAS the authorized capital of HIKU consists of an unlimited number of common shares, of which 172,676,638 common shares are issued and outstanding as fully paid and non-assessable;

AND WHEREAS the authorized capital of TS consists of an unlimited number of common shares, of which 55,971,158 common shares are issued and outstanding as fully paid and non-assessable;

AND WHEREAS the authorized capital of TWEED consists of an unlimited number of Common Shares, of which 1 Common Share is issued and outstanding as fully paid and non-assessable;

AND WHEREAS the authorized capital of SPECTRUM consists of an unlimited number of Common Shares, of which 11 Common Shares are issued and outstanding as fully paid and non-assessable;

AND WHEREAS the authorized capital of SPECTRUM HEALTH consists of an unlimited number of Common Shares, of which 48,044,087 Common Shares are issued and outstanding as fully paid and non-assessable;

AND WHEREAS the authorized capital of STARKCO consists of an unlimited number of common shares, of which 13,261,138 common shares are issued and outstanding as fully paid and non-assessable;

AND WHEREAS the authorized capital of TWEED FARMS consists of:

- (a) an unlimited number Class A Shares, of which 30,000,000 Class A Shares are issued and outstanding as fully paid and non-assessable; and
- (b) an unlimited number of Class B Shares, none of which are issued and outstanding;

AND WHEREAS the authorized capital of WANDACO consists of:

- (a) an unlimited number Class "A" common voting shares, of which 100 Class "A" common voting shares are issued and outstanding as fully paid and non-assessable;
- (b) an unlimited number Class "B" common voting shares, none of which are issued and outstanding;

- (c) an unlimited number Class "C" common voting shares, none of which are issued and outstanding;
- (d) an unlimited number Class "D" common non-voting shares, of which 60 Class "D" common non-voting shares are issued and outstanding as fully paid and non-assessable;
- (e) an unlimited number Class "E" common non-voting shares, of which 20 Class "E" common non-voting shares are issued and outstanding as fully paid and non-assessable;
- (f) an unlimited number Class "F" common non-voting shares, of which 20 Class "F" common non-voting shares are issued and outstanding as fully paid and non-assessable;
- (g) an unlimited number Class "G" common non-voting shares, none of which are issued and outstanding;
- (h) an unlimited number Class "H" common non-voting shares, none of which are issued and outstanding;
- (i) an unlimited number Class "I" preferred shares, none of which are issued and outstanding;
- (j) an unlimited number Class "J" preferred shares, none of which are issued and outstanding; and
- (k) an unlimited number Class "K" preferred shares, none of which are issued and outstanding;

AND WHEREAS under the authority conferred by the Act, each of 1955625, 2703740, 5046572, DOJA, HIKU, TS, TWEED, TWEED FARMS, SPECTRUM, SPECTRUM HEALTH, STARKCO and WANDACO desire and have agreed to amalgamate as one corporation upon the terms and conditions hereinafter set out;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants herein contained, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree as follows:

ARTICLE 1 - DEFINITIONS

1.1 In this Agreement:

- (a) "**Act**" means the *Business Corporations Act* (Ontario);
- (b) "**Corporation**" means the corporation continuing from the amalgamation of the Amalgamating Corporations;
- (c) "**Amalgamating Corporations**" means 1955625, 2703740, 5046572, DOJA, HIKU, TS, TWEED, TWEED FARMS, SPECTRUM, SPECTRUM HEALTH, STARKCO and WANDACO;
- (d) "**Amalgamation**" means the amalgamation of the Amalgamating Corporations as herein provided;

- (e) "Certificate" means the Certificate of Amalgamation issued by the Director under the Act.

ARTICLE 2 - RECITALS

2.1 The parties hereto confirm the truth and accuracy of the foregoing recitals and agree that such recitals are incorporated into this Agreement.

ARTICLE 3 - AMALGAMATION

3.1 Each of the Amalgamating Corporations hereby agrees to amalgamate effective 12:00 a.m. on the date the Certificate is issued by the Ministry of Government and Consumer Services under the provisions of section 174 of the Act and to continue as one corporation under the terms and conditions hereinafter set out.

3.2 Upon the issue of a Certificate giving effect to the Amalgamation:

- (a) the Amalgamating Corporations shall be amalgamated and shall continue as one corporation effective on the date of the Certificate under the terms and conditions prescribed in this Agreement;
- (b) the Amalgamating Corporations shall cease to exist as entities separate from the Corporation;
- (c) the Corporation shall possess all the property, rights, privileges and franchises and be subject to all the liabilities, including civil, criminal and quasi-criminal, and all the contracts, disabilities and debts of each of the Amalgamating Corporations;
- (d) a conviction against, or ruling, order or judgment in favour of or against an Amalgamating Corporation may be enforced by or against the Corporation;
- (e) the Articles of Amalgamation of the Corporation shall be deemed to be the articles of incorporation of the Corporation and the Certificate, except for purposes of subsection 117(1) of the Act, shall be deemed to be the certificate of incorporation of the Corporation;
- (f) the Corporation shall be deemed to be the party plaintiff or the party defendant, as the case may be, in any civil action commenced by or against an Amalgamating Corporation before the Amalgamation has become effective.

3.3 All rights of creditors against the property, rights and assets of the Amalgamating Corporations and all liens upon their property, rights and assets shall be unimpaired by such amalgamation and all debts, contracts, liabilities and duties of the Amalgamating Corporations shall attach to the Corporation and may be enforced against it.

3.4 No action or proceeding by or against any of the Amalgamating Corporations shall abate or be affected by the Amalgamation.

ARTICLE 4 - NAME

4.1 The name of the Corporation shall be "TWEED INC.".

ARTICLE 5 - REGISTERED OFFICE

5.1 The registered office of the Corporation shall be in the Town of Smiths Falls in the Province of Ontario.

5.2 The address of the first registered office of the Corporation shall be:

1 Hershey Drive,
Smiths Falls, Ontario,
Canada K7A 0A8.

ARTICLE 6 - RESTRICTIONS ON BUSINESS

6.1 There shall be no restrictions on the business the Corporation may carry on or on the powers the Corporation may exercise.

ARTICLE 7 - BY-LAWS

7.1 The by-laws of the Corporation shall be as set out in the minute book of the Corporation. A copy of the proposed bylaws of the Corporation may be examined at the following address:

1 Hershey Drive,
Smiths Falls, Ontario,
Canada K7A 0A8.

ARTICLE 8 - DIRECTORS

8.1 The board of directors of the Corporation shall consist of a minimum of 1 director and a maximum of 10 directors, until changed in accordance with the Act. Until changed by special resolution of the shareholders of the Corporation, or if the directors of the Corporation are so authorized by special resolution of the shareholders of the Corporation, by resolution of the said directors, the board of directors of the Corporation shall consist of two directors, and the first directors of the Corporation shall be the following:

Name	Address	Resident Canadian
Rade Kovacevic	1 Hershey Drive, Smiths Falls, Ontario, Canada K7A 0A8	Yes
Phil Shaer	1 Hershey Drive, Smiths Falls, Ontario, Canada K7A 0A8	Yes
Mike Lee	1 Hershey Drive, Smiths Falls, Ontario, Canada K7A 0A8	No

8.2 The said first directors shall hold office until the first annual meeting of the shareholders of the Corporation, or until their successors are elected or appointed in accordance with the by-laws of the Corporation and the Act. The subsequent directors shall be elected each year thereafter by ordinary resolution at either an annual meeting of the shareholders or a special meeting of the shareholders by a majority of the votes cast at such meeting. The directors shall manage or supervise the management of the business and affairs of the Corporation, subject to the provisions of the Act.

ARTICLE 9 - AUTHORIZED CAPITAL

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

9.2 The rights, privileges, restrictions and conditions attaching to each class of shares of the Corporation shall be as follows:

"The common shares shall have attached thereto the following rights, privileges, restrictions and conditions:

1. Voting

Each holder of common shares shall be entitled to receive notice of and to attend all meetings of shareholders of the Corporation, except meetings at which only holders of other classes or series of shares are entitled to attend, and at all such meetings shall be entitled to one (1) vote in respect of each common share held by such holder.

2. Dividends

The holders of common shares shall be entitled to receive dividends if and when declared by the board of directors.

3. Liquidation

In the event of any liquidation, dissolution or winding-up of the Corporation or other distribution of the assets of the Corporation among its shareholders for the purpose of winding-up its affairs, the holders of common shares shall be entitled to receive the remaining property or assets of the Corporation."

ARTICLE 10 - ISSUANCE OF SHARES UPON AMALGAMATION

10.1 The authorized but unissued shares and the issued and outstanding shares in the capital of the Amalgamating Corporations shall be respectively cancelled and/or converted into issued shares in the capital of the Corporation as follows:

(a) 1955625:

(i) the 100 issued and outstanding Common Shares in the capital of 1955625 shall be converted into 100 common shares in the capital of the Corporation on the basis of 1 common share of the Corporation for each 1 Common

Share in the capital of 1955625 and the remaining unissued Common Shares in the capital of 1955625 shall be cancelled.

- (b) 2703740:
 - (i) the 110 issued and outstanding common shares in the capital of 2703740 shall be converted into 110 common shares in the capital of the Corporation on the basis of 1 common share of the Corporation for each 1 common share in the capital of 2703740 and the remaining unissued common shares in the capital of 2703740 shall be cancelled.
- (c) 5046572:
 - (i) the 100 issued and outstanding Class "A" Voting Common shares in the capital of 5046572 held by HIKU shall be cancelled without any repayment of capital in respect thereof and shall not be converted into shares of the Corporation and the remaining unissued Class "A" Voting Common shares in the capital of 5046572 shall also be cancelled.
- (d) DOJA:
 - (i) the 100 issued and outstanding common shares in the capital of DOJA held by HIKU shall be cancelled without any repayment of capital in respect thereof and shall not be converted into shares of the Corporation and the remaining unissued common shares in the capital of DOJA shall also be cancelled.
- (e) HIKU:
 - (i) the 172,676,638 issued and outstanding common shares in the capital of HIKU shall be converted into 172,676,638 common shares in the capital of the Corporation on the basis of 1 common share of the Corporation for each 1 common share in the capital of HIKU and the remaining unissued common shares in the capital of HIKU shall be cancelled.
- (f) TS:
 - (i) the 55,971,158 issued and outstanding common shares in the capital of TS held by HIKU shall be cancelled without any repayment of capital in respect thereof and shall not be converted into shares of the Corporation and the remaining unissued common shares in the capital of TS shall also be cancelled.
- (g) TWEED:
 - (i) the 1 issued and outstanding Common Share in the capital of TWEED shall be converted into 1 common share in the capital of the Corporation on the basis of 1 common share of the Corporation for each 1 Common Share in the capital of TWEED and the remaining unissued Common Shares in the capital of TWEED shall be cancelled.
- (h) TWEED FARMS:
 - (i) the 30,000,000 issued and outstanding Class A Shares in the capital of TWEED FARMS shall be converted into 30,000,000 common shares in the capital of the Corporation on the basis of 1 common share of the Corporation for each 1 Class A Share in the capital of TWEED FARMS and

the remaining unissued Class A Shares in the capital of TWEED FARMS shall be cancelled; and

- (ii) the authorized but unissued Class B Shares in the capital of TWEED FARMS shall be cancelled.
- (i) SPECTRUM:
 - (i) the 11 issued and outstanding Common Shares in the capital of SPECTRUM held by SPECTRUM HEALTH shall be cancelled without any repayment of capital in respect thereof and shall not be converted into shares of the Corporation and the remaining unissued Common Shares in the capital of SPECTRUM shall also be cancelled.
- (j) SPECTRUM HEALTH:
 - (i) the 48,044,087 issued and outstanding Common Shares in the capital of SPECTRUM HEALTH shall be converted into 48,044,087 common shares in the capital of the Corporation on the basis of 1 common share of the Corporation for each 1 Common Share in the capital of SPECTRUM HEALTH and the remaining unissued Common Shares in the capital of SPECTRUM HEALTH shall be cancelled.
- (k) STARKCO:
 - (i) the 13,261,138 issued and outstanding common shares in the capital of STARKCO shall be converted into 13,261,138 common shares in the capital of the Corporation on the basis of 1 common share of the Corporation for each 1 common share in the capital of STARKCO and the remaining unissued common shares in the capital of STARKCO shall be cancelled.
- (l) WANDACO:
 - (i) the 100 issued and outstanding Class "A" common voting shares in the capital of WANDACO shall be converted into 100 common shares in the capital of the Corporation on the basis of 1 common share of the Corporation for each 1 Class "A" common voting share in the capital of WANDACO and the remaining unissued Class "A" common voting shares in the capital of WANDACO shall be cancelled;
 - (ii) the authorized but unissued Class "B" common voting shares in the capital of WANDACO shall be cancelled;
 - (iii) the authorized but unissued Class "C" common voting shares in the capital of WANDACO shall be cancelled;
 - (iv) the 60 issued and outstanding Class "D" common non-voting shares in the capital of WANDACO shall be converted into 60 common shares in the capital of the Corporation on the basis of 1 common share of the Corporation for each 1 Class "D" common non-voting share in the capital of WANDACO and the remaining unissued Class "D" common non-voting shares in the capital of WANDACO shall be cancelled;
 - (v) the 20 issued and outstanding Class "E" common non-voting shares in the capital of WANDACO shall be converted into 20 common shares in the capital of the Corporation on the basis of 1 common share of the Corporation for each 1 Class "E" common non-voting share in the capital

of WANDACO and the remaining unissued Class "E" common non-voting shares in the capital of WANDACO shall be cancelled;

- (vi) the 20 issued and outstanding Class "F" common non-voting shares in the capital of WANDACO shall be converted into 20 common shares in the capital of the Corporation on the basis of 1 common share of the Corporation for each 1 Class "F" common non-voting share in the capital of WANDACO and the remaining unissued Class "F" common non-voting shares in the capital of WANDACO shall be cancelled;
- (vii) the authorized but unissued Class "G" common non-voting shares in the capital of WANDACO shall be cancelled;
- (viii) the authorized but unissued Class "H" common non-voting shares in the capital of WANDACO shall be cancelled;
- (ix) the authorized but unissued Class "I" preferred shares in the capital of WANDACO shall be cancelled;
- (x) the authorized but unissued Class "J" preferred shares in the capital of WANDACO shall be cancelled; and
- (xi) the authorized but unissued Class "K" preferred shares in the capital of WANDACO shall be cancelled.

10.2 The stated capital attributable to the common shares of the Corporation immediately following the Amalgamation shall be equal to the aggregate stated capital attributable to the shares of all Amalgamating Corporations which are held directly by Canopy Growth Corporation, namely 1955625, 2703740, HIKU, TWEED, TWEED FARMS, SPECTRUM HEALTH, STARKCO, and WANDACO immediately prior to the Amalgamation.

10.3 After the filing of Articles of Amalgamation in respect of this Agreement and the issue of a Certificate, the shareholders of the Amalgamating Corporations shall, when requested by the Corporation, surrender the certificates, if any, representing shares held by them in the Amalgamating Corporations and, subject to the provisions of the Act, in return shall be entitled to receive uncertificated shares of the Corporation as set forth in section 10.1 herein on the basis aforesaid.

ARTICLE 11 - TRANSFER OF SHARES

11.1 No securities of the Corporation, other than non-convertible debt securities, shall be transferred without either:

(i) the approval of the directors of the Corporation expressed by a resolution passed at a meeting of the board of directors or by a resolution in writing signed by all of the directors entitled to vote on that resolution at a meeting of directors; or

(ii) the approval of the holders of shares of the Corporation carrying at least a majority of the votes entitled to be cast at a meeting of shareholders, expressed by a resolution passed at a meeting of the holders of such shares or by an instrument or instruments in writing signed by the holders of a majority of such shares.

ARTICLE 12 - SPECIAL PROVISIONS

12.1 Subject to the provisions of the Act, the following provisions shall apply to the Corporation:

Without in any way restricting the powers conferred upon the Corporation or its board of directors by the *Business Corporations Act* (Ontario) (the "OBCA"), as now enacted or as the same may

from time to time be amended, re-enacted or replaced, the board of directors may from time to time, without authorization of the shareholders, in such amounts and on such terms as it deems expedient:

- (i) borrow money upon the credit of the Corporation;
- (ii) issue, re-issue, sell or pledge debt obligations of the Corporation;
- (iii) subject to the provisions of the OBCA, as now enacted or as the same may from time to time be amended, re-enacted or replaced, give a guarantee on behalf of the Corporation to secure performance of an obligation of any person; and
- (iv) mortgage, hypothecate, pledge or otherwise create a security interest in all or any property of the Corporation owned or subsequently acquired, to secure any obligation of the Corporation.

The board of directors may from time to time delegate to a director, a committee of directors or an officer of the Corporation any or all of the powers conferred on the board as set out above, to such extent and in such manner as the board shall determine at the time of such delegation.

ARTICLE 13 - FILING OF ARTICLES OF AMALGAMATION

13.1 Upon the approval of this Agreement by the shareholders of each of the Amalgamating Corporations in accordance with the requirements of the Act, the parties hereto shall jointly complete and file articles of amalgamation, in duplicate, in prescribed form with the Director appointed under the Act, providing for the amalgamation of 1955625, 2703740, 5046572, DOJA, HIKU, TS, TWEED, TWEED FARMS, SPECTRUM, SPECTRUM HEALTH, STARKCO and WANDACO upon and subject to the terms of this Agreement.

13.2 This Agreement may be terminated without cause or reason by the board of directors of any of the Amalgamating Corporations, notwithstanding the approval of this Agreement by the shareholders of such Amalgamating Corporations, at any time prior to the endorsement of the Certificate.

ARTICLE 14 - SHAREHOLDER APPROVAL

14.1 This Agreement is conditional upon the approval of the shareholders of 1955625, 2703740, 5046572, DOJA, HIKU, TS, TWEED, TWEED FARMS, SPECTRUM, SPECTRUM HEALTH, STARKCO and WANDACO, in accordance with the provisions of the Act.

ARTICLE 15 - EXECUTION IN COUNTERPARTS

15.1 This Agreement may be signed in counterpart, by original or facsimile signature and each such counterpart when taken together shall constitute one and the same document and, notwithstanding the date of execution of each such counterpart, shall be deemed to bear the effective date as set forth above.

[SIGNATURE PAGE FOLLOWS]

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

1955625 ONTARIO INC.

By: 
Name: Phil Shaer
Title: Director

2703740 ONTARIO INC.

By: 
Name: Phil Shaer
Title: Director

5046572 ONTARIO INC.

By: 
Name: Phil Shaer
Title: Director

DOJA CANNABIS LTD.

By: 
Name: Phil Shaer
Title: Director

HIKU BRANDS COMPANY LTD.

By: 
Name: Phil Shaer
Title: Director

TS BRANDCO INC.

By: 
Name: Phil Shaer
Title: Director

TWEED INC.

By: 
Name: Phil Shaer
Title: Director

TWEED FARMS INC.

By: 
Name: Phil Shaer
Title: Director

SPECTRUM CANNABIS CANADA LTD.

By: 
Name: Phil Shaer
Title: Director

SPECTRUM HEALTH CORP.

By: 
Name: Phil Shaer
Title: Director

STARKCO HOLDINGS INC.

By: 
Name: Phil Shaer
Title: Director

WANDACO HOLDINGS INC.

By: 
Name: Phil Shaer
Title: Director