

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM716265

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OMG. I CAN MEDITATE! INC.		03/22/2022	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	BDC CAPITAL INC.		
Street Address:	5 Place Ville-Marie, Suite 100		
City:	Montréal		
State/Country:	CANADA		
Postal Code:	H3B 5E7		
Entity Type:	Financial Institution: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6177550	BREETHE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	5146630596		
Email:	lmercier@dsavocats.ca		
Correspondent Name:	Lina Mercier		
Address Line 1:	2100-1080		
Address Line 2:	Côte du Beaver Hall		
Address Line 4:	Montréal, QUEBEC H2Z1S8		
NAME OF SUBMITTER:	Lina Mercier		
SIGNATURE:	/Lina Mercier/		
DATE SIGNED:	03/23/2022		
Total Attachments: 28			
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**HYPOTHEC ON MOVABLE PROPERTY
FOR PRESENT AND FUTURE OBLIGATIONS**

BDC CAPITAL INC., a wholly-owned subsidiary of Business Development Bank of Canada, duly constituted in accordance with the *Canada Business Corporations Act*, having a place of business in the City of Montréal at 5 Place Ville-Marie, Suite 100, Province of Québec, H3B 5E7, herein acting and represented by Jean-Philippe Poissant, Director, Growth & Transition Capital, and Bernard Melameth, Managing Director by interim, Growth & Transition Capital, hereunto duly authorized by a resolution of its sole shareholder, Business Development Bank of Canada, adopted on May 12, 2021, themselves represented by Kim TOFFOLI, of the law firm DS Lawyers Canada LLP, pursuant to a power of attorney under private seal dated March 17, 2022; the certified extract of the resolution and the power of attorney are appended hereto as Schedule "A";

The notice of address of BDC Capital Inc. is registered at the Personal and Movable Real Rights Registry Office under number 034336.

("BDC Capital")

A N D:

OMG. I CAN MEDITATE! INC., a legal person duly incorporated having its head office located at 2 Westmount Square, Suite 1104, in Montreal, Province of Quebec, H3Z 2S4, represented hereto by Garner Bornstein, its Secretary, duly authorized hereto by resolutions of the Board of Directors, a certified copy of which is appended hereto as Schedule "B".

(the "Debtor")

WHO HAVE DECLARED AND AGREED AS FOLLOWS:

I. THE SECURED OBLIGATIONS

The hypothec and security interest in this deed are granted to secure all obligations, present and future, direct or indirect, absolute or contingent, matured or not, whether incurred alone or with any other person, in whatever capacity, as borrower, investee, guarantor or otherwise, of the Debtor towards BDC Capital (the "**Secured Obligations**")

Without limiting the generality of the foregoing, the Secured Obligations include, without limitation, all obligations incurred by the Debtor under or as a consequence of the following documents, as well as any renewals, replacements, additions or modifications, substitutions or reformulations made to them, where required:

- i. The Letter of Offer of Financing and its schedules issued by BDC Capital in favour of the Debtor on March 17, 2022 (the "**Letter of Offer**");

A copy of the Letter of Offer is attached hereto as Schedule "C" to have effect as if stated herein at length.

- ii. Any other letter of offer, loan or credit agreement or any other document of similar nature, in relation to any other loan granted by BDC Capital to the Debtor from time to time;
- iii. Any guarantee granted from time to time by the Debtor to BDC Capital; and
- iv. The present deed.

II. HYPOTHEC

1. To secure the performance and payment of the Secured Obligations, the Debtor hypothecates and creates a security interest in the following property (the "**mortgaged property**") for the sum of FIVE MILLION CANADIAN DOLLARS (CAD\$5,000,000.00), with interest at the rate of twenty-five percent (25%) per annum from the date hereof. The term "mortgaged property" also includes the property described in paragraph 2.

DESCRIPTION OF PROPERTY

The universality of all the Debtor's movable property, present and future, corporeal and incorporeal, of whatever nature and wherever situated.

Without limiting the generality of the foregoing, the mortgaged property includes the universality of the intellectual property of the Debtor, present and future, including, without limitation, patents, trademarks, domain names, source codes, business names, trade names, licences, permits, copyrights, industrial designs, trade secret, know-how, goodwill and any other forms of intellectual property including

those already known, including, without limitation, the intellectual property listed in Schedule "D" hereof (the "**Intellectual Property**").

2. The following property, to the extent that it is not already included in the description in paragraph 1 above, is also charged by the hypothec and security interest constituted hereunder:
 - a) the proceeds of any sale, lease or other disposal of the property described in paragraph 1 hereinabove, any debt resulting from such sale, lease or other disposal, as well as any property acquired to replace the mortgaged property;
 - b) any insurance or expropriation proceeds payable in respect of the mortgaged property;
 - c) the principal and income of the mortgaged property as well as any rights, accessories and intellectual property attached to the mortgaged property;
 - d) where the property described in paragraph 1 hereinabove includes shares or securities, all other shares and securities issued in replacement of these shares or securities; and
 - e) all deeds, titles, documents, records, registers, invoices and books of account evidencing the mortgaged property or relating thereto.

III. ADDITIONAL HYPOTHEC

To secure the payment of interest not already secured by the hypothec created in Article II and to further secure the performance and payment of the Secured Obligations hereunder, the Debtor hypothecates all of the property described or referred to in Article II for an additional amount equal to twenty percent (20%) of the principal amount of the hypothec created in Article II.

IV. DEBTOR'S DECLARATIONS

The Debtor declares and warrants the following:

1. The Debtor is in compliance with all applicable laws, ordinances, regulations and policies, the breach of which could have a material adverse effect on the Debtor's business or its ability to perform the Secured Obligations, including environmental laws and regulations.

2. The Debtor owns the mortgaged property and the mortgaged property is free and clear of all real rights, hypothecs or security, save and except as follows:
 - a) in respect of movable hypothecs registered at the Register of Personal and Moveable Real Rights ("RPMRR"):
 - (i) a movable hypothec in the amount of \$300,000.00 (including an additional 20% from the principal amount) granted by the Debtor in favour of Business Development Bank of Canada and registered at the RPMRR on June 8, 2017, under number 17-0586406-0001, which shall be radiated upon disbursement;
 - (ii) a movable hypothec in the amount of \$3,000,000.00 granted by the Debtor in favour of Espresso Capital Ltd. and registered at the RPMRR on August 15, 2018 under number 18-0893489-0001, which shall be radiated upon disbursement.
3. The mortgaged property is and will be situated in the Province of Québec, except for the following property: **N/A**
4. The mortgaged property is not intended to be used in more than one province or state, except for the following property: **N/A**

The Debtor's head or registered office is located at the following address: 2 Westmount Square, Suite 1104, in Montreal, Province of Quebec, H3Z 2S4, and the Debtor has no other place of business.

5. The Debtor represents and warrants that it does not own any patent, trademark, registered copyright or other Intellectual Property requiring registration under the law. The Debtor undertakes by these presents to advise BDC Capital within a period of five (5) days from the filing of any Intellectual Property at the Canadian Intellectual Property Office and/or the United States Patent and Trademark Office and/or any other intellectual property office, in order for BDC Capital to perfect its security pursuant to the terms hereof.

V. **COVENANTS**

1. The Debtor shall inform BDC Capital without delay of any change to its name or to the contents of the representations made in Article IV. The Debtor shall provide at BDC Capital's request all original documents required to protect BDC Capital's right.
2. The Debtor shall pay, when due, all duties, taxes and charges relating to the mortgaged property, as well as any debt which could rank prior to the hypothec and security interest constituted hereby and shall provide to BDC Capital, on demand, evidence that the payments described herein have been made.
3. The Debtor shall insure the mortgaged property and keep it constantly insured for its full insurable value against damage caused by theft, fire and all other risks against which a prudent administrator would insure the mortgaged property. BDC Capital is hereby designated as the beneficiary of the indemnities payable under these policies. The Debtor shall cause such designation to be inscribed in the policies which must also contain the customary clauses protecting hypothecary creditors in the form approved by the Insurance Bureau of Canada. The Debtor shall provide BDC Capital with a copy of each policy and, at least thirty (30) days prior to the expiration or cancellation of a policy, the Debtor shall provide to BDC Capital evidence of the renewal or replacement thereof. Receipt by BDC Capital of such proceeds, whether or not remitted to or endorsed by the Debtor shall not reduce BDC Capital's rights and privileges unless said proceeds are applied expressly as a reduction of any outstanding balance and shall not in any case constitute novation.
4. The Debtor shall do all things and sign all documents necessary for the hypothec and security interest constituted hereunder to have full effect and be constantly perfected and enforceable against third parties.
5. The Debtor shall protect and adequately maintain the mortgaged property and exercise its activities in such a manner as to preserve its value. The Debtor shall fully comply with all laws and regulations applicable to the operation of its business and to the mortgaged property, including without limitation environmental laws and regulations.

6. The Debtor shall keep all books, records and accounts which a prudent administrator would keep with respect to the mortgaged property; the Debtor shall permit BDC Capital to examine said books, records and accounts and to obtain copies of same.
7. The Debtor shall keep the mortgaged property free of all real rights, hypothecs or security interests, save those which BDC Capital has consented to in writing. The Debtor shall not give, grant, assume or permit to exist, any lien, hypothec, mortgage, security interest or other encumbrance on any of its assets that are subject to the hypothec and security interest constituted hereunder other than encumbrances agreed to in writing by BDC Capital and it shall not grant any licenses in or of its Intellectual Property other than as disclosed and consented to by BDC Capital.
8. The Debtor shall not sell, assign, dispose of the mortgaged property or lease same, including without limitation, the licensing of any Intellectual Property, unless BDC Capital consents thereto in writing. However, if not in default hereunder, the Debtor may sell its inventory or lease the mortgaged property at market conditions in the ordinary course of its business. Notwithstanding any such sale, assignment or disposal, the Debtor shall remain liable for the payment of the Secured Obligations and this deed shall remain in full force and effect. Moreover, where a sale, assignment or disposal is made without BDC Capital's prior consent, BDC Capital shall be entitled to demand immediate repayment of the Secured Obligations, even if they are not yet due.
9. The Debtor shall neither change the use, destination or nature of the mortgaged property nor remove the mortgaged property from its present location unless BDC Capital consents thereto in writing, under reserve of paragraph 8 herein.
10. If the Debtor is a corporation, the Debtor shall not amalgamate with another person, nor proceed with an arrangement with its creditors, nor commence dissolution or liquidation proceedings, without the prior written consent of BDC Capital, except as otherwise provided by the Letter of Offer.
11. The Debtor shall provide BDC Capital with all information reasonably required by it to verify if the Debtor is in compliance with the covenants and obligations contained herein. The Debtor shall inform

BDC Capital of any fact or event which could materially adversely affect the value of the mortgaged property or the financial condition of the Debtor.

12. The Debtor, with respect to the Intellectual Property, shall take all necessary steps and initiate all necessary proceedings, to maintain the registration or recording of the Intellectual Property, to defend the Intellectual Property from infringement and to prevent any licensed or permitted user from doing anything that may invalidate or otherwise impair the Intellectual Property.
13. The Debtor, with respect to copyrights forming part of the Intellectual Property, shall provide to BDC Capital waivers of the moral rights thereto executed by all contributors or authors of the copyrighted work.
14. The Debtor shall pay all costs incurred by BDC Capital with respect to this deed and to any release relating thereto, including the fees of BDC Capital's legal counsel and fees incurred in order to render BDC Capital's rights opposable to third parties.
15. Except as otherwise provided by the Letter of Offer, on demand, the Debtor shall pay the amount of any loss suffered by BDC Capital due to the repayment before maturity of whole or part of the principal of the Secured Obligations, notwithstanding the cause of such repayment (including, where such repayment is made further to an event of default). The amount of this loss shall form part of the Secured Obligations.
16. The Debtor shall reimburse BDC Capital for all costs and expenses incurred by it in order to exercise its rights or to fulfill the obligations of the Debtor, the whole with interest from the date the costs and expenses are incurred or paid by BDC Capital at an annual rate equal to the highest applicable rate pursuant to all loan documents in effect then between the Debtor and BDC Capital. The hypothec and security interest granted hereby under Article II hereof shall also secure the reimbursement of said costs and expenses as well as the payment of said interest. All such costs and expenses incurred or paid by BDC Capital with interest thereon, shall form part of the Secured Obligations.
17. The Debtor shall at all times pay BDC Capital, at the latter's request, all judicial fees, charges or other legal expenses as well as extra

judicial fees in accordance with the tariffs established under the *Bar Act* and its ensuing regulations, the expenses and fees of an agent or trustee, or any costs incurred in the course of ensuring fulfillment of all of the Debtor's obligations hereunder, protecting and realizing the assets given as security for the Secured Obligations, or appraising the assets during the life of any of the Secured Obligations or in the event of their liquidation.

In addition, the Debtor covenants to pay the costs of any appraiser and any environmental investigator engaged by BDC Capital to effect any inspection, appraisal, investigation or environmental audit of the secured assets during the life of any of the Secured Obligations or in the event of their liquidation, and the cost of any environmental rehabilitation, removal, or repair necessary to protect, preserve or remediate the secured assets, including any fine or penalty BDC Capital is obliged to incur by reason of any statute, order or direction by competent authority.

VI. ENVIRONMENT

The Debtor represents and agrees that:

- a) it operates and will continue to operate in conformity with all environmental laws and will ensure its staff is trained as required for that purpose;
- b) its assets are and will remain free of environmental damage or contamination;
- c) there has been no complaint, prosecution, investigation or proceeding with respect to the Debtor's business or assets;
- d) it will advise BDC Capital immediately upon becoming aware of any environmental problem;
- e) it will provide BDC Capital with copies of all communications with environmental officials and all studies or assessments prepared for the Debtor and does consent to BDC Capital contacting and making inquiries of officials or assessors.

VII. RIGHTS OF BDC CAPITAL

1. BDC Capital may inspect or have the mortgaged property appraised from time to time at the Debtor's expense and for that purpose, the Debtor shall permit BDC Capital to access the premises where the mortgaged property is located and to the Debtor's places of business for that purpose. The Debtor shall also allow BDC Capital to examine all accounting records and documents relating to the mortgaged property and to obtain copies thereof.
2. BDC Capital may inspect and copy the Debtor's books and records, either at the Debtor's premises or at the financial advisor's premises. BDC Capital may contact and make inquiries with the Debtor's lessors as well as environmental officials, assessors, municipal authorities and any taxing body.

In addition to the reporting requirements set out herein, BDC Capital may require the opinion of an independent qualified auditor.

3. BDC Capital may, without being bound to do so, fulfill any or all of the obligations of the Debtor hereunder
4. The Debtor may collect all debts forming part of the mortgaged property until BDC Capital withdraws its authorization to the Debtor to do so upon the occurrence and continuation of a default of the Debtor of its obligations hereunder. Upon such withdrawal, BDC Capital may collect such debts and shall be entitled to a reasonable commission which it may deduct from any amounts collected.
5. Where the mortgaged property includes shares or securities, BDC Capital may, without being bound to do so, upon the occurrence and continuation of a default of the Debtor of its obligations hereunder, cause itself to be registered as the holder of these shares or securities and exercise any right attached thereto, including any right to vote and any right of conversion or redemption.
6. If BDC Capital has possession of the mortgaged property, it shall have no obligation to maintain the use for which the mortgaged property is normally intended, to make it productive or to continue its use or operation. However, BDC Capital may, without being bound to do so, sell the mortgaged property in its possession where

the mortgaged property is likely to perish, depreciate or decrease in value.

7. The Debtor constitutes and appoints BDC Capital as its irrevocable attorney, with full power of substitution, to do any act and to sign any document necessary or useful to the exercise of the rights conferred on BDC Capital hereunder.
8. , BDC Capital shall register assignments of the Intellectual Property, and shall have the right to use, sell, assign, license or sub-license any of the Intellectual Property.

VIII. DEFAULTS AND RECOURSES

1. The Debtor shall be in default in each and every one of the following events:
 - a) If the Debtor is in default with respect to the performance or payment of any of the Secured Obligations;
 - b) If any of the representations made in Article IV or warranty made herein is inaccurate or ceases to be accurate ;
 - c) If the Debtor does not fulfill any one of its covenants hereunder;
 - d) If the Debtor is in default under the Letter of Offer and/or any document evidencing the Secured Obligations, or is in default in respect of any loan with any other lender or creditor;
 - e) If the Debtor and/or any guarantor of the Secured Obligations is in default under any other contract or agreement between it and BDC Capital and/or any other lender or creditor and/or is in default under any other hypothec or security granted in favour of BDC Capital and/or any other lender or creditor which affects the mortgaged property;
 - f) If the Debtor ceases to carry on its business, becomes insolvent or bankrupt;
 - g) If any or all of the mortgaged property is seized or is subject to a taking of possession by a creditor, a receiver or any other person performing similar functions;

- h) An order of execution against the Debtor's assets or any part thereof remains unsatisfied for a period of ten (10) days;
 - i) The lessor under any lease to the Debtor of any immovable/real or moveable/personal property, has taken any steps to or threatens to terminate such lease, or otherwise exercises any of its remedies under such lease as a result of any default thereunder by the Debtor;
 - j) The Debtor causes or allows hazardous materials to be brought upon any land or premises occupied by the Debtor or incorporated into any of its assets without BDC Capital's prior consent, or if the Debtor causes, permits or fails to remedy any environmental contamination upon, in or under any of its lands or assets, or fails to comply with any abatement or remediation order given by a responsible authority;
 - k) Default under any operating permit, lease of land or movable property or personal property or in arrears of payment to any tax authority.
2. Upon the Debtor's default which is continuing, BDC Capital may terminate any obligation it may have had to grant credit or make advances to the Debtor and declare exigible all obligations of the Debtor which are not yet due. Upon such default which is continuing, BDC Capital may also exercise all recourses available to it under applicable law and realize on its hypothec and security interest, including enforcing the hypothecary rights provided in the *Civil Code of Québec*.
3. In order to realize on its hypothec and security interest, BDC Capital may use the premises where the mortgaged property and other property of the Debtor are situated at the expense of the Debtor. Where the mortgaged property includes debts, BDC Capital may also compromise or transact with the debtors of these debts and may grant releases and discharges in respect of same. Where the mortgaged property includes inventory, BDC Capital may complete the manufacture of such inventory and do all things necessary or useful to its sale.

IX. GENERAL PROVISIONS

1. The hypothec and security interest created hereby are in addition to and not in substitution for any other hypothec or security held by BDC Capital.
2. This hypothec and security interest constitute continuing security which shall continue in effect notwithstanding any payment from time to time, in whole or in part, of the Secured Obligations. Furthermore, any new obligation of the Debtor towards BDC Capital secured hereby will be one for which the Debtor has obligated itself again in accordance with Article 2797 of the *Civil Code of Québec*. The Debtor shall not, without BDC Capital's written consent, subrogate a third party in the hypothec or BDC Capital's rights hereunder.
3. In each case provided in paragraph 1 of Article VIII, the Debtor shall be in default by the mere lapse of time, without the necessity of any notice or demand.
4. Any sum collected by BDC Capital in the exercise of its rights, may be held by BDC Capital as mortgaged property or may be applied to the payment of the obligations secured hereunder, whether or not yet due. BDC Capital shall have discretion as to how any such collected sum shall be applied.
5. BDC Capital shall not be bound to exercise its rights resulting from these presents and shall not be responsible for the non-exercise of such rights. The Debtor shall use its best efforts to ensure that the debts forming part of the mortgaged property be regularly paid and BDC Capital shall have no obligation to inform the Debtor of any payment irregularity which it may know of.
6. The exercise by BDC Capital of any of its rights shall not preclude BDC Capital from exercising any other right; all the rights of BDC Capital are cumulative and not alternative. The failure of or forbearance by BDC Capital to exercise any of its rights arising from this deed shall not constitute a renunciation to the later exercise of such right. BDC Capital may exercise its rights arising from this deed without being required to exercise any right against the Debtor or against any other person liable for the payment of the obligations secured hereunder or to realize on any other security held for the payment of such obligations. No action or omission on the part of BDC Capital shall constitute or imply a renunciation of its rights to

decide the Debtor is in default or to avail itself of its rights pursuant to such default, unless BDC Capital explicitly declares otherwise after the default has occurred.

7. BDC Capital shall only be required to exercise reasonable care in the exercise of its rights or the performance of its obligations hereunder and, in any event, shall only be liable for its intentional fault or gross negligence.
8. BDC Capital may delegate to another person the exercise of its rights or the performance of its obligations resulting from this deed. In such a case, BDC Capital may provide that person with any information it may have concerning the Debtor or the mortgaged property.
9. The rights of BDC Capital hereunder shall also benefit any successor of BDC Capital, including any entity resulting from the amalgamation of BDC Capital with another entity.
10. Neither the signature of the present deed, nor the registration of the rights created hereby shall constitute, nor be interpreted as an undertaking by BDC Capital to provide the Debtor with any financial assistance of any type whatsoever.
11. Any notice to the Debtor may be given at the address indicated above or any other address communicated in writing by the Debtor to BDC Capital.

X. INTERPRETATION

1. If the word "Debtor" designates more than one person, each such person shall be jointly and severally liable to BDC Capital for the performance of all the obligations provided in this deed.
2. The rights and recourses of BDC Capital may be exercised against all the mortgaged property or separately against any portion thereof.
3. This deed shall be governed and interpreted by the law in force in the Province of Québec and the applicable federal laws. This deed must also be interpreted as to ensure that the mortgaged property located in another jurisdiction be charged by a valid hypothec and/or security interest in accordance with the law in force in said jurisdiction.

4. The parties hereto have expressly agreed that this deed be executed in the English language. *Les parties aux présentes ont expressément convenu que le présent acte soit rédigé en anglais.*
WHEREOF the parties have signed on this 22nd day of March, 2022.

OMG. I CAN MEDITATE! INC.

**E-SIGNED by Garner Bornstein
on 2022-03-22 14:40:15 EDT**

Per: _____
Garner Bornstein

BDC CAPITAL INC.

**E-SIGNED by Kim Toffoli
on 2022-03-22 17:12:16 EDT**

Per: _____
Kim Toffoli

[Signature page – Hypothec on Movable Property
for Present and Future Obligations – OMG. I can Meditate! Inc.]

SCHEDULE "A"

TO THE

**HYPOTHEC ON MOVABLE PROPERTY
FOR PRESENT AND FUTURE OBLIGATIONS**

BETWEEN

BDC CAPITAL INC.

AND

OMG. I CAN MEDITATE! INC.

RESOLUTION AND PROXY OF BDC CAPITAL

(SEE FOLLOWING PAGES)



**COPIE CERTIFIÉE DE LA RÉOLUTION DE L'UNIQUE ACTIONNAIRE DE BDC CAPITAL INC.
(la « Société ») ADOPTÉE LE 12 MAI 2021**

ATTENDU que l'unique actionnaire de la Société, la Banque de développement du Canada, a décidé, par déclaration écrite de l'unique actionnaire en vertu de l'article 146(2) de la Loi canadienne sur les sociétés par actions, de restreindre en totalité les pouvoirs des administrateurs de la Société et de les octroyer à l'unique actionnaire.

POUVOIR DE SIGNATURE POUR BDC CAPITAL – CAPITAL DE CROISSANCE ET TRANSFERT D'ENTREPRISE – INVESTISSEMENT DE CROISSANCE – INVESTISSEMENT EN PROPRIÉTÉ INTELLECTUELLE – UNITÉ DES TECHNOLOGIES PROPRES

IL EST RÉSOLU:

1. Que deux signataires, un de chacun des groupes suivants :

Pour les transactions de Capital de croissance et transfert d'entreprise		
Premier groupe		Second groupe
<ul style="list-style-type: none">un directeur associé ou une personne occupant un poste de niveau supérieur du groupe Capital de croissance et transfert d'entreprise de BDC	conjointement avec	<ul style="list-style-type: none">un directeur ou une personne occupant un poste de niveau supérieur du groupe Capital de croissance et transfert d'entreprisele vice-président exécutif et chef de l'exploitation

Pour les transactions d'Investissement de croissance		
Premier groupe		Second groupe
<ul style="list-style-type: none">un directeur associé ou une personne occupant un poste de niveau supérieur du groupe d'Investissement de croissance	conjointement avec	<ul style="list-style-type: none">un associé ou une personne occupant un poste de niveau supérieur du groupe d'Investissement de croissancele vice-président exécutif, BDC Capital

Pour les transactions d'Investissement en propriété intellectuelle		
Premier groupe		Second groupe
<ul style="list-style-type: none">un directeur associé ou une personne occupant un poste de niveau supérieur du groupe d'Investissement en propriété intellectuelle	conjointement avec	<ul style="list-style-type: none">un associé ou une personne occupant un poste de niveau supérieur du groupe d'Investissement en propriété intellectuellele vice-président exécutif, BDC Capital

Pour les transactions de l'unité des Technologies propres		
Premier groupe		Second groupe
<ul style="list-style-type: none">un directeur, unité des Technologies propres de BDC	conjointement avec	<ul style="list-style-type: none">le vice-président, unité des Technologies propresle vice-président exécutif, BDC Capital

soit autorisée par les présentes à signer, valider et remettre, pour le compte de BDC Capital, de façon générale et sans que l'énumération qui suit en restreigne la portée, toutes les ententes et tous les contrats qui ont trait aux activités de BDC Capital (collectivement, les « **Instruments** ») et qui, de l'avis de ces personnes désignées, pourraient s'avérer nécessaires pour les besoins de BDC Capital, y compris, mais sans s'y limiter :

Les lettres d'offre de crédit et/ou les ententes de prêt ou d'investissement, les conventions de souscription, les conventions entre actionnaires, les conventions d'entièrement, les conventions d'achat et de vente de titres ou d'éléments d'actif, les actes d'aliénation ou d'acquisition, les baux, les actes de cession, les actes d'hypothèque et de charges grevant des biens personnels, meubles, réels ou immobiliers, y compris les créances, les revendications et les droits d'action de quelque nature que ce soit, les conventions de subrogation, de subordination et de priorité de rang, les mainlevées, les renonciations et les concessions de priorité, les procurations, les lettres de garantie, les billets à ordre, les lettres de change et les mandats de paiement,

avec pleins pouvoirs de substitution dans certains cas leur conférant le droit de désigner toute autre personne ou toutes autres personnes comme fondés de pouvoir légitimes de BDC Capital en vue de signer, de valider et de remettre tout Instrument précis.

2. Que deux signataires, un de chacun des groupes suivants :

Pour les transactions de Capital de croissance et transfert d'entreprise		
Premier groupe		Second groupe
<ul style="list-style-type: none"> un analyste ou une personne occupant un poste de niveau supérieur du groupe Capital de croissance et transfert d'entreprise de BDC 	conjointement avec	<ul style="list-style-type: none"> un directeur ou une personne occupant un poste de niveau supérieur du groupe Capital de croissance et transfert d'entreprise le vice-président exécutif et chef de l'exploitation

Pour les transactions d'Investissement de croissance		
Premier groupe		Second groupe
<ul style="list-style-type: none"> un analyste ou une personne occupant un poste de niveau supérieur du groupe d'Investissement de croissance 	conjointement avec	<ul style="list-style-type: none"> un associé ou une personne occupant un poste de niveau supérieur du groupe d'Investissement de croissance le vice-président exécutif, BDC Capital

Pour les transactions d'Investissement en propriété intellectuelle		
Premier groupe		Second groupe
<ul style="list-style-type: none"> un analyste ou une personne occupant un poste de niveau supérieur du groupe d'Investissement en propriété intellectuelle 	conjointement avec	<ul style="list-style-type: none"> un associé ou une personne occupant un poste de niveau supérieur du groupe d'Investissement en propriété intellectuelle le vice-président exécutif, BDC Capital

Pour les transactions de l'unité des Technologies propres		
Premier groupe	conjointement avec	Second groupe
<ul style="list-style-type: none"> un analyste ou une personne occupant un poste de niveau supérieur de l'unité des Technologies propres 		

soit autorisée par les présentes à signer, valider et remettre, pour le compte de BDC Capital, les ententes et les contrats qui suivent et qui ont trait aux activités de BDC Capital :

Les modifications aux lettres d'offre de crédit ou aux ententes de prêt ou d'investissement et les mandats donnés à des professionnels,

avec pleins pouvoirs de substitution dans certaines circonstances leur conférant le droit de désigner toute autre personne ou toutes autres personnes comme fondés de pouvoir légitimes de BDC Capital en vue de signer, de valider et de remettre tout document précité.

3. Que l'une ou l'autre des personnes suivantes :

Pour les transactions de Capital de croissance et transfert d'entreprise
Signataires autorisés
<ul style="list-style-type: none"> un directeur général ou une personne occupant un poste de niveau supérieur du groupe Capital de croissance et transfert d'entreprise le vice-président exécutif et chef de l'exploitation un adjoint juridique principal ou une personne occupant un poste de niveau supérieur aux Affaires juridiques de BDC

Pour les transactions d'Investissement de croissance
Signataires autorisés
<ul style="list-style-type: none"> un associé ou une personne occupant un poste de niveau supérieur du groupe d'Investissement de croissance le vice-président exécutif, BDC Capital un adjoint juridique principal ou une personne occupant un poste de niveau supérieur aux Affaires juridiques de BDC

Pour les transactions d'Investissement en propriété intellectuelle
Signataires autorisés
<ul style="list-style-type: none"> un associé ou une personne occupant un poste de niveau supérieur du groupe d'Investissement en propriété intellectuelle le vice-président exécutif, BDC Capital un adjoint juridique principal ou une personne occupant un poste de niveau supérieur aux Affaires juridiques de BDC

Pour les transactions de l'unité des Technologies propres

Signataires autorisés

- un directeur ou une personne occupant un poste de niveau supérieur de l'unité des Technologies propres
- le vice-président exécutif, BDC Capital

- un adjoint juridique principal ou une personne occupant un poste de niveau supérieur aux Affaires juridiques de BDC

soit autorisée par les présentes à signer, valider et remettre, pour le compte de BDC Capital, les ententes et les contrats qui suivent et qui ont trait aux activités de BDC Capital :

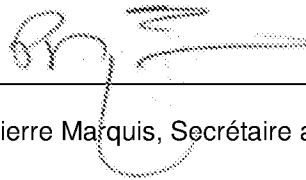
Les libérations, les décharges et les quittances complètes et définitives,

avec pleins pouvoirs de substitution dans certaines circonstances leur conférant le droit de désigner toute autre personne ou toutes autres personnes comme fondés de pouvoir légitimes de BDC Capital en vue de signer, de valider et de remettre tout document précité.

4. Malgré les limitations énoncées aux articles 1 et 2, tant que des mesures de confinement et de travail à domicile seront en vigueur pour assurer le ralentissement de la propagation du virus Covid-19, que les documents énoncés aux articles 1 et 2, dans la mesure où ils ne peuvent être signés électroniquement par deux personnes, soient signés, exécutés et livrés uniquement par une seule personne du second groupe.

Je, soussigné, Pierre Marquis, Secrétaire adjoint de la Société, certifie que la présente est une copie exacte et complète de la résolution de l'unique actionnaire de la Société dûment adoptée le 12 mai 2021 et que cette résolution est présentement en vigueur.

DATÉE : 30 juillet 2021



Pierre Marquis, Secrétaire adjoint



PROCURATION

BDC Capital inc., une filiale à part entière de la Banque de développement du Canada, dûment constituée en vertu de la Loi canadienne sur les sociétés par actions, ayant un établissement au 5, Place Ville-Marie, bureau 100, Montréal (Québec) H3B 5E7, et représentée aux présentes par M. Jean-Philippe Poissant, Directeur et M. Bernard Melameth, Directeur général, dûment autorisés aux fins des présentes, telle qu'ils le déclarent :

NOMME ET CONSTITUE :

Me Kim Toffoli

Son mandataire spécial à qui elle donne pouvoir de signer en son nom, tous actes et documents et autres effets qu'elle juge nécessaire contenant les conditions et garanties attachées au Financement 222377-01 consenti à OMG. I Can Meditate! Inc. (l' « Emprunteur »)

FAIT ET SIGNÉ en la cité de Montréal, province de Québec, ce 22^e jour du mois de mars deux mille vingt-deux (2022).

BDC CAPITAL INC., filiale à part entière de la BANQUE DE DÉVELOPPEMENT DU CANADA.

Jean-Philippe Poissant

Par : Jean-Philippe Poissant, Directeur
Capital de croissance et transfert d'entreprise

Bernard Melameth

Par : Bernard Melameth, Directeur général
Capital de croissance et transfert d'entreprise

SCHEDULE "B"

TO THE

**HYPOTHEC ON MOVABLE PROPERTY
FOR PRESENT AND FUTURE OBLIGATIONS**

BETWEEN

BDC CAPITAL INC.

AND

OMG. I CAN MEDITATE! INC.

RESOLUTIONS OF THE DEBTOR

(BOARD OF DIRECTORS)

(SEE FOLLOWING PAGES)

CERTIFIED COPY of the resolution of the board of directors of **OMG. I CAN MEDITATE! INC.** (the "**Corporation**") adopted on March 21, 2022

"WHEREAS, the Corporation received a Letter of Offer of Financing (the "**LOO**") from BDC on March 17, 2022 (Loan number **222377-01**) whereby BDC agrees to make a loan that provides for disbursements to the Corporation by BDC of up to \$5,000,000, secured by a first rank hypothec on the universality of all movable property, present and future, corporeal and incorporeal, of the Corporation, including the universality of the Corporation's intellectual property, as well as all rights and accessories related thereto, the whole upon the terms and conditions set forth in the LOO (the "**Offer**"); and

WHEREAS, BDC has also required that, in connection with the Offer, the Corporation execute a warrant certificate (the "**Warrant Certificate**") whereby it agrees to issue 15,000 warrants to BDC, granting BDC the right to purchase one fully paid and non-assessable Class C Common Share of the Corporation per warrant at a purchase price of \$19.47 per Class C Common Share, the whole upon the terms and conditions set forth in the Warrant Certificate.

RESOLVED THAT:

1. The Offer, a copy of which has been provided to the directors of the Corporation for their review, is hereby accepted.
2. As security for the payment, performance and fulfilment of all of the obligations and covenants of the Corporation under the Offer, the Corporation is authorized to grant a hypothec on the universality of all movable property, present and future, corporeal and incorporeal, of the Corporation, including the universality of the Corporation's intellectual property, as well as all rights and accessories related thereto in favour of BDC for an aggregate amount of \$5,000,000, plus an additional hypothec of \$1,000,000, with interest at the rate of 25% per annum (the "**Hypothec**"), all upon the terms and conditions set forth in the Hypothec, a final draft copy of which has been provided to the directors of the Corporation for their review.
3. The Warrant Certificate, a copy of which has been provided to the directors of the Corporation for their review, is hereby accepted and the grant of 15,000 warrants to BDC to subscribe for 15,000 Class C Common Shares of the Corporation is hereby authorized and approved and such warrants are subject to the terms and conditions set forth in the Warrant Certificate.
4. For the entire period during which the warrants may be exercised by BDC, the Corporation shall reserve a sufficient number of Class C Common Shares in its authorized and unissued capital stock to allow for the exercise of such warrants.
5. Either of Pierre François Le Lann, President of the Corporation, or Garner Bornstein, Secretary of the Corporation, is hereby authorized and directed, for and on behalf of the Corporation, to negotiate, finalize, execute and deliver the Offer, the Hypothec, the Warrant Certificate and any ancillary documents with such additions, deletions or other changes as he may approve, such approval to be conclusively evidenced by his execution and delivery of such agreements and documents."

I, the undersigned, President of the Corporation, hereby certify that the foregoing is a true and exact copy of the resolution duly adopted by the board of directors of the Corporation on March 21, 2022 and that these resolutions are still in full force and effect, without modification, as of the date hereof.

Dated March 22, 2022.

E-SIGNED by Pierre François Le Lann
on 2022-03-22 15:18:23 EDT

Pierre François Le Lann
President

SCHEDULE "C"

TO THE

**HYPOTHEC ON MOVABLE PROPERTY
FOR PRESENT AND FUTURE OBLIGATIONS**

BETWEEN

BDC CAPITAL INC.

AND

OMG. I CAN MEDITATE! INC.

LETTER OF OFFER

(SEE FOLLOWING PAGES)

SCHEDULE "D"

TO THE

**HYPOTHEC ON MOVABLE PROPERTY
FOR PRESENT AND FUTURE OBLIGATIONS**

BETWEEN

BDC CAPITAL INC.

AND

OMG. I CAN MEDITATE! INC.

INTELLECTUAL PROPERTY

(SEE FOLLOWING PAGES)

SCHEDULE "D"

LIST OF INTELLECTUAL PROPERTY

1. *Registered Trademark(s) and Application(s) – Canadian Intellectual Property Office ("CIPO")*
 - 1.1. "BREETHE", Application filed at CIPO, on March 11, 2019 under Application Number #1950785;
2. *Registered Trademark(s) and Application(s) – United States Patent and Trademark Office ("USPTO")*
 - 2.1. "BREETHE", Trademark filed at USPTO, on August 4, 2020 under Registration Number #6177550;
3. *Other Intellectual Property*
 - 3.1. Breathe.com – Website
 - 3.2. WOW je médite! – used name