ARRANGEMENT AGREEMENT

THIS AGREEMENT is dated as of the 16th day of October, 2014

AMONG

HIGHMARK MARKETING INC., a company existing under the *Business Corporations Act* (British Columbia) with an office at Suite 800, 1199 West Hastings Street, Vancouver, British Columbia, V6E 3T5

(“**Highmark Marketing**”)

AND

MJ BIOSCIENCE CORP., a company existing under the *Business Corporations Act* (British Columbia) and a wholly-owned subsidiary of Highmark Marketing with an office at Suite 800, 1199 West Hastings Street, Vancouver, British Columbia, V6E 3T5

(“**MJ Bioscience**”)

AND

HIGHMARK TECHNOLOGIES CORP., a company existing under the *Business Corporations Act* (British Columbia) and a wholly-owned subsidiary of Highmark Marketing with an office at Suite 800, 1199 West Hastings Street, Vancouver, British Columbia, V6E 3T5

(“**Highmark Technologies**”)

WHEREAS

A. Highmark Marketing proposes to reorganize its business by transferring certain assets to its subsidiaries MJ Bioscience and Highmark Technologies (the “**Arrangement Assets**”) in exchange for shares in each company and subsequently completing a spin-off of each company by distributing the shares of each company to its shareholders and reducing its paid-up capital; and

B. The spin-off of the Arrangement Assets to MJ Bioscience and Highmark Technologies will be carried out by way of a statutory arrangement under the *Business Corporations Act* (British Columbia) involving Highmark Marketing, MJ Bioscience and Highmark Technologies on the terms and conditions hereinafter contained,

NOW THEREFORE the Parties agree as follows:

ARTICLE 1
DEFINITIONS, INTERPRETATION AND SCHEDULES

1.1 Definitions

In this Agreement:

"**Agreement**" means this arrangement agreement (including the schedules hereto) as supplemented, modified or amended, and not any particular section, article, schedule or other portion hereof;

"**Arrangement**" means the arrangement of the Parties under the provisions of Section 288 of the BCA on the terms and conditions set forth in the Plan of Arrangement;

"**Arrangement Assets**" has the meaning ascribed to it in the preamble;

"**Arrangement Provisions**" means Part 9, Division 5 of the BCA;

"**Arrangement Resolution**" means the special resolution in respect to the Arrangement at the Highmark Marketing Meeting;

"**BCA**" means the *Business Corporations Act* (British Columbia), as amended;

"**Business Day**" means any day, other than a Saturday, a Sunday or a statutory holiday in Vancouver, British Columbia;

"**Circular**" means the management information circular to be prepared and sent to the Highmark Marketing Shareholders in connection with the Meeting;

"**Court**" means the Supreme Court of British Columbia;

"**Effective Date**" means the date the Arrangement becomes effective under the BCA;

"**Exchange**" means the Canadian Securities Exchange;

"**Final Order**" means the order of the Court approving the Arrangement, as such order may be affirmed, amended or modified by any court of competent jurisdiction;

"**Governmental Entity**" means any (i) multinational, federal, provincial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, board, bureau, agency, domestic or foreign; (ii) any subdivision, agent, commission, board or authority of any of the foregoing; or (iii) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing;

"**Highmark Marketing Meeting**" means the special meeting of the Highmark Marketing Shareholders to be held on such date as may be deemed advisable by the board of directors of Highmark Marketing, and any adjournment(s) or postponement(s) thereof;

"**Highmark Marketing Shareholders**" means the holders of Highmark Marketing Shares as of the Record Date;

"**Highmark Marketing Shares**" means the common shares in the capital of Highmark Marketing;

"**Highmark Technologies Shareholder**" means the sole holder of Highmark Technologies Shares, which is Highmark Marketing;

"**Highmark Technologies Shares**" means the common shares in the capital of Highmark Technologies;

"**Interim Order**" means an interim order of the Court concerning the Arrangement, containing declarations and directions with respect to the Arrangement and the holding of the Highmark Marketing Meeting, as such order may be affirmed, amended or modified by any court of competent jurisdiction;

"**IP Assets**" means the intellectual property rights in and related to all research commissioned, or otherwise owned by Highmark Marketing as at the Effective Date, relating to cannabis, which is to be transferred to MJ Bioscience pursuant to the Arrangement; the IP Assets include, but are not limited to:

- the research report by Dmytro P. Yevtushenko entitled "Development of new, highly efficient platforms for large-scale clonal propagation of cannabis plants: I. Plant micropropagation" (the "**Research Report**");
- all of the research commissioned by Highmark for the development of the Research Report;
- the technology platforms related to the Research Report;
- results of the Research Report, including the identification of the most viable micro-propagation strategies;
- research proposals for propagation of cannabis;
- a business plan related to implementing and commercializing the most viable micro-propogation strategies from the Research Report's results; and
- all rights to patent all of the intellectual property described above.

"**Laws**" means all laws, by-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions and judgements or other requirements of any Governmental Entity;

"**MobiWeed Assets**" means all the assets of MobiWeed acquired by Highmark Marketing through an asset purchase agreement with Intelliserve Software Inc. dated October 14, 2014, to be transferred to Highmark Technologies pursuant to the Arrangement;

“**MJ Bioscience Shareholder**” means the sole holder of MJ Bioscience Shares, which is Highmark Marketing;

“**MJ Bioscience Shares**” means the common shares in the capital of MJ Bioscience;

“**Parties**” means Highmark Marketing, Highmark Technologies and MJ Bioscience; and “Party” means any one of them;

“**Person**” includes an individual, partnership, association, body corporate, trustee, executor, administrator, legal representative, government, regulatory authority or other entity;

“**Plan of Arrangement**” means the plan of arrangement substantially in the form and content annexed as Schedule “A” hereto and any amendment or variation thereto made in accordance with this Agreement;

“**Registrar**” means the Registrar of Companies for the Province of British Columbia duly appointed under the BCA;

“**Securities Authorities**” means the British Columbia Securities Commission and the other securities regulatory authorities in the provinces and territories of Canada and the Securities and Exchange Commission of the United States of America, collectively;

“**Taxes**” means all taxes, assessments, charges, dues, duties, rates, fees, imposts, levies and similar charges of any kind lawfully levied, assessed or imposed by any Governmental Entity, including, without limitation, all income taxes (including any tax on or based upon net income, gross income, income as specially defined, earnings, profits or selected items of income, earnings or profits) and all capital taxes, gross receipts taxes, environmental taxes, sales taxes, use taxes, ad valorem taxes, value added taxes, transfer taxes, franchise taxes, license taxes, withholding taxes, payroll taxes, employment taxes, Canada and Quebec Pension Plan premiums, employer health taxes, excise, severance, social security, workers' compensation, employment insurance or compensation taxes or premium, stamp taxes, occupation taxes, premium taxes, property taxes, windfall profits taxes, alternative or add-on minimum taxes, goods and services tax, customs duties or other taxes, fees, imports, assessments or charges of any kind whatsoever, together with any interest, fines and any penalties or additional amounts imposed by any taxing authority (domestic or foreign) on such entity, and any interest, penalties, additional taxes and additions to tax imposed with respect to the foregoing or that may become payable in respect thereof; and liability for any of the foregoing as a transferee or successor, guarantor or surety or in a similar capacity under any contract, arrangement, agreement, understanding or commitment (whether written or oral);

“**Tax Act**” means the *Income Tax Act* (Canada);

“**Tax Returns**” means all returns, schedules, elections, forms, notices, declarations, reports, information returns and statements filed or required to be filed with any taxing authority relating to Taxes; and

“**Optional Termination Date**” means February 28, 2015, or such later date as may be agreed upon in writing by the parties. After such date, either party may terminate this Arrangement Agreement by giving notice of such intention to the other parties in accordance with Article 6.2.

In addition, words and phrases used herein and defined in the BCA shall have the same meaning herein as in the BCA unless the context otherwise requires.

1.2 Interpretation Not Affected by Headings

The division of this Agreement into articles, sections, subsections, paragraphs, and subparagraphs and the insertion of headings herein are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement. The terms “this Agreement”, “hereof”, “herein”, “hereto”, “hereunder”, and similar expressions refer to this Agreement and the schedules attached hereto and not to any particular article, section, or other portion hereof and include any agreement, schedule, or instrument supplementary or ancillary hereto or thereto.

1.3 Number and Gender

In this Agreement, unless the context otherwise requires, words importing the singular shall include the plural and vice versa, words importing the use of either gender shall include both genders and neuter, and the word person and all words importing persons shall include a natural person, firm, trust, partnership, association, corporation, joint venture, or government (including any Governmental Entity, political subdivision or instrumentality thereof) and any other entity of any kind or nature whatsoever.

1.4 Date for any Action

If the date on which any action is required to be taken hereunder by any party hereto 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 Statutory References

Any reference in this Agreement to a statute includes all regulations and rules made thereunder, all amendments to such statute or regulation in force from time to time and any statute or regulation that supplements or supersedes such statute or regulation.

1.6 Currency

All references to money in this Agreement are expressed in the lawful currency of Canada.

1.7 Entire Agreement

This Agreement, together with the agreements and documents herein and therein referred to, constitute the entire agreement among the Parties pertaining to the subject matter hereof and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, among the Parties with respect to the subject matter hereof.

1.8 **Invalidity of Provisions**

Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof. To the extent permitted by applicable Law, the parties hereto waive any provision of Law which renders any provision of this Agreement or any part thereof invalid or unenforceable in any respect. The parties hereto shall engage in good faith negotiations to replace any provision hereof or any part thereof which is declared invalid or unenforceable with a valid and enforceable provision or part thereof, the economic effect of which approximates as much as possible the invalid or unenforceable provision or part thereof which it replaces.

1.9 **Accounting Matters**

Unless otherwise stated, all accounting terms used in this Agreement shall have the meanings attributable thereto under IFRS and all determinations of an accounting nature required to be made hereunder shall be made in a manner consistent with IFRS.

1.10 **Schedules**

The following schedules attached hereto are incorporated into and form an integral part of this Agreement:

Schedule “A” – Plan of Arrangement

ARTICLE 2
THE ARRANGEMENT

2.1 **Initial Court Proceeding**

As soon as is reasonably practicable after the date of execution of this Agreement, and if deemed advisable, Highmark Marketing shall file with the Court, proceed with and diligently prosecute an application for an Interim Order providing for, among other things, the calling and holding of the Highmark Marketing Meeting for the purpose of considering and, if deemed advisable, approving the Arrangement Resolution. Upon receipt of the Interim Order, Highmark Marketing, MJ Bioscience and Highmark Technologies will proceed to carry out the terms of the Interim Order as soon as practicable, to the extent applicable to each.

2.2 **Information Circular and Meeting**

As promptly as practical following the execution of this Agreement and in compliance with any Interim Order, and the BCA, Highmark Marketing shall, in accordance with applicable Laws:

(a) prepare the Circular and cause such circular to be mailed to the Highmark Marketing Shareholders and filed with applicable regulatory authorities and other governmental authorities in all jurisdictions where the same are required to be mailed and filed; and

(b) call and convene the Highmark Marketing Meeting.

2.3 **Final Court Proceeding**

Provided all necessary approvals for the Arrangement Resolution are obtained from the Highmark Marketing Shareholders, Highmark Marketing shall submit the Arrangement to the Court for approval and apply for the Final Order.

2.4 **Arrangement Procedure**

Unless this Agreement is terminated pursuant to the provisions herein, upon issuance by the Court of the Final Order and subject to the conditions precedent in Article 5, the Arrangement shall be carried out substantially on the terms set forth in the Plan of Arrangement, subject to such changes as may be mutually agreed to in writing by the Parties on the advice of their respective legal, tax, and financial advisors, and closing of the Arrangement shall proceed in accordance with Section 2.5.

2.5 **Closing**

The Parties shall meet at Suite 1820 Cathedral Place, 925 West Georgia Street, Vancouver, British Columbia V6C 3L2 at 11 a.m. (Vancouver time), or such other time as may be agreed upon, on the Effective Date for the purposes of closing and giving effect to the Arrangement. Upon closing, the transactions comprising the Arrangement shall occur and shall be deemed to have occurred without any further act or formality in the order set out in the Plan of Arrangement. On closing, each Party shall deliver:

(a) all documents required to be delivered by it hereunder to complete the transactions contemplated hereby, provided that each such document required to be dated the Effective Date shall be dated as of, or become effective on, the Effective Date and shall be held in escrow to be released upon the occurrence of the Effective Date; and

(b) written confirmation as to the satisfaction or waiver by it of the conditions in its favour set forth in Article 5 herein.

ARTICLE 3
COVENANTS

3.1 **Covenants Regarding the Arrangement**

From the date hereof until the Effective Date, Highmark Marketing, MJ Bioscience and Highmark Technologies will use all reasonable efforts to satisfy (or cause the satisfaction of) the conditions precedent to its obligations hereunder and to take, or cause to be taken, all other action and to do, or cause to be done, all other things necessary, proper or advisable under applicable Laws to complete the Arrangement, including using reasonable efforts:

(a) to obtain all necessary waivers, consents and approvals required to be obtained by it from any third parties to loan agreements, leases and other contracts;

(b) to obtain all necessary consents, assignments, waivers and amendments to or terminations of any instruments and take such measures as may be appropriate to fulfill its obligations hereunder and to carry out the transactions contemplated hereby; and

(c) to effect all necessary registrations and filings and submissions of information requested by governmental authorities required to be effected by it in connection with the Arrangement.

3.2 **Covenants Regarding Execution of Documents**

Highmark Marketing, MJ Bioscience and Highmark Technologies will perform all such acts and things, and execute and deliver all such agreements, notices and other documents and instruments as may reasonably be required to facilitate the carrying out of the intent and purpose of this Agreement.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES

4.1 **Representations and Warranties**

Each Party hereby represents and warrants to the other Parties that:

(a) it is a corporation duly incorporated and validly subsisting under the laws of its jurisdiction of existence, and has full capacity and authority to enter into this Agreement and to perform its covenants and obligations hereunder;

(b) it has taken all corporate actions necessary to authorize the execution and delivery of this Agreement and this Agreement has been duly executed and delivered by it;

(c) neither the execution and delivery of this Agreement nor the performance of any of its covenants and obligations hereunder will constitute a material default under, or be in any material contravention or breach of: (i) any provision of its constating or governing corporate documents, (ii) any judgment, decree, order, law, statute, rule or regulation applicable to it or (iii) any agreement or instrument to which it is a party or by which it is bound; and

(d) no dissolution, winding up, bankruptcy, liquidation or similar proceedings has been commenced or is pending or proposed in respect of it.

ARTICLE 5
CONDITIONS PRECEDENT

5.1 **Mutual Conditions**

The obligations of the Parties to complete the transactions contemplated hereby are subject to fulfilment of the following conditions on or before the Effective Date or such other time as is specified below:

(a) the Arrangement Resolution shall have been passed by the Highmark Marketing Shareholders at the Highmark Marketing Meeting in accordance with the

Arrangement Provisions, the BCA, the constating documents of Highmark Marketing, the Interim Order, if any, applicable securities regulations, and the requirements of any applicable regulatory authorities;

(b) the Final Order shall have been granted in form and substance satisfactory to Highmark Marketing, MJ Bioscience and Highmark Technologies, acting reasonably, and shall not have been set aside or modified in a manner unacceptable to such Parties on appeal or otherwise;

(c) there shall be not be in force any order or decree restraining, enjoining or prohibiting the consummation of the transactions contemplated by this Agreement and the Arrangement, or that would result in a judgement or assessment of damages, directly or indirectly, relating to the transactions contemplated herein that is materially adverse;

(d) all approvals shall have been obtained and all other consents, waivers, permits, orders and approvals of any Governmental Entity or other Person, and the expiry of any waiting periods, in connection with, or required to permit, the consummation of the Arrangement, the failure of which to obtain or the non-expiry of which would be materially adverse to any Party, or materially impede the completion of the Arrangement, shall have been obtained or received on terms reasonably satisfactory to each Party;

(e) this agreement shall not have been terminated under Section 6.2; and

(f) the shares issuable under the Arrangement shall be eligible for issuance pursuant to a prospectus exemption and shall not be subject to resale restrictions in Canada other than in respect of restrictions applicable to sales of control block shares and requirements of general application;

The foregoing conditions are for the mutual benefit of the Parties and may be waived, in whole or in part, by Highmark Marketing, MJ Bioscience and Highmark Technologies at any time without prejudice to such Party's right to rely on any other of such conditions. If any of the said conditions precedent shall not be satisfied or waived as aforesaid on or before the date required for the performance thereof, any one of Highmark Marketing, MJ Bioscience or Highmark Technologies may rescind and terminate this Agreement by written notice to the other Parties and the rescinding Party shall have no other right or remedy.

5.2 **Merger of Conditions**

The conditions set out in Section 5.1 shall be conclusively deemed to have been satisfied, waived or released upon the Effective Date and the depositing of an entered copy of the Final Order with Highmark Marketing' records office.

ARTICLE 6
GENERAL MATTERS

6.1 Amendment

This Agreement may, at any time and from time to time before or after the holding of the Highmark Marketing Meeting, be amended by mutual written agreement of the Parties without, subject to applicable Laws, further notice to or authorization on the part of their respective shareholders provided that no such amendment reduces or materially adversely affects the consideration to be received by a Highmark Marketing Shareholder without approval by the Highmark Marketing Shareholders, given in the same manner as required for the approval of the Arrangement Resolution or as may be ordered by the Court.

6.2 Termination

This Agreement may be terminated in accordance with Section 5.1 or by mutual agreement of the Parties at any time prior to the Effective Date, in each case without further action on the part of the Highmark Marketing Shareholders. After the Optional Termination Date, if the Arrangement has not yet been effected any party may terminate the Arrangement Agreement by sending seven days advance notice of termination to the other parties. The right of any party to terminate this Arrangement Agreement shall be extinguished upon the occurrence of the Effective Date.

6.3 Notices

Any notice, consent, waiver, direction or other communication required or permitted to be given under this Agreement by a Party to the other Party shall be in writing and may be given by delivering same or sending same by facsimile transmission or by delivery addressed to the Party to which the notice is to be given at its address set out below or such other address as a Party may, from time to time, advise to the other Party by notice in writing made in accordance with this section. Any notice, consent, waiver, direction or other communication aforesaid shall, if delivered, be deemed to have been given and received on the date on which it was delivered to the address provided herein (if a business day, if not, then on the next succeeding business day) and if sent by facsimile transmission be deemed to have been given and received at the time of receipt unless received after 4:00 p.m. at the point of delivery in which case it shall be deemed to have been given and received on the next business day as follows:

if to Highmark Marketing:

Highmark Marketing Inc.
Suite 800, 1199 West Hastings Street
Vancouver, BC V6E 3T5
Attention: Marc Branson

if to MJ Bioscience:

MJ Bioscience Corp.
Suite 800, 1199 West Hastings Street
Vancouver, BC V6E 3T5
Attention: Marc Branson

if to Highmark Technologies:

Highmark Technologies Corp.
Suite 800, 1199 West Hastings Street
Vancouver, BC V6E 3T5
Attention: Marc Branson

6.4 **Third Party Beneficiaries**

The Parties intend that this Agreement shall not benefit or create any right or cause of action in or on behalf of any Person other than the Parties.

6.5 **Independent Counsel**

MJ Bioscience and Highmark Technologies acknowledge that they have each been advised that the Highmark Marketing's lawyers act exclusively in the interests of Highmark Marketing and the MJ Bioscience and Highmark Technologies' interests will not be protected by Highmark Marketing's lawyers. MJ Bioscience and Highmark Technologies further acknowledge that they have had the opportunity to obtain independent legal advice regarding this Agreement and have either obtained such advice or have waived their right to obtain such advice.

6.6 **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein. Each Party hereby attorns to the exclusive jurisdiction of the Courts of the Province of British Columbia, sitting in the City of Vancouver, in respect of all matters arising under or in relation to this Agreement.

6.7 **Waiver**

No waiver by any Party shall be effective unless in writing and any waiver shall affect only the matter, and the occurrence thereof, specifically identified and shall not extend to any other matter or occurrence.

6.8 **Enurement and Assignment**

This Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. This Agreement is personal to the Parties and may not be assigned by any Party without the prior written consent of the other Party. For greater certainty, a change of control shall be deemed to be an assignment in respect of which such prior written consent shall be required.

6.9 **Execution in Counterparts**

This Agreement may be executed in counterparts and delivered by electronic methods of communication, and each electronic signature shall be deemed to be an original and all counterparts collectively shall constitute one and the same instrument.

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

HIGHMARK MARKETING INC.

Per:

"Marc Branson"
Authorized Signatory

MJ BIOSCIENCE CORP.

Per:

"Marc Branson"
Authorized Signatory

HIGHMARK TECHNOLOGIES CORP.

Per:

"Marc Branson"

Authorized Signatory

SCHEDULE "A"

PLAN OF ARRANGEMENT

ARTICLE 1
DEFINITIONS AND INTERPRETATION

1.1 **Definitions**

In this Plan of Arrangement the following capitalized words and terms shall have the following meanings:

"**Arrangement**", "**herein**", "**hereof**", "**hereto**", "**hereunder**" and similar expressions mean and refer to the proposed arrangement involving Highmark Technologies, MJ Bioscience, Highmark Marketing and the Highmark Marketing Shareholders pursuant to the Arrangement Provisions on the terms and conditions set forth in this Plan of Arrangement as supplemented, modified or amended, and not to any particular article, section or other portion hereof;

"**Arrangement Agreement**" means the arrangement agreement between Highmark Marketing, MJ Bioscience and Highmark Technologies entered into in October 2014, and all amendments thereto;

"**Arrangement Provisions**" means Division 5 of Part 9 of the BCA;

"**Arrangement Resolution**" means the special resolution in respect to the Arrangement at the Highmark Marketing Meeting;

"**BCA**" means the *Business Corporations Act*, (British Columbia), as amended;

"**Business Day**" means any day other than Saturday, Sunday and a statutory holiday in the Province of British Columbia;

"**Circular**" means the management information circular to be sent to the Highmark Marketing Shareholders in connection with the Highmark Marketing Meeting;

"**Court**" means the Supreme Court of British Columbia;

"**Effective Date**" means the date on which the Arrangement becomes effective under the BCA;

"**Final Order**" means the final order of the Court approving the Arrangement, as such order may be affirmed, amended or modified by any court of competent jurisdiction;

"**Highmark Marketing**" means Highmark Marketing Inc., a company incorporated under the BCA;

“**Highmark Marketing Meeting**” means the special meeting of Highmark Marketing Shareholders to be held on the Record Date to consider the Arrangement Resolution and related matters, and any adjournments thereof;

“**Highmark Marketing Shareholder**” means a holder of Highmark Marketing Shares;

“**Highmark Marketing Shares**” means the common shares without par value in the authorized share structure of Highmark Marketing;

“**Highmark Marketing Shareholders**” means the registered holders of Highmark Marketing Common Shares;

“**Highmark Technologies**” means Highmark Technologies Corp., a private company incorporated under the BCA;

“**Highmark Technologies Distribution Shares**” means the Highmark Technologies Shares having a deemed value of $0.02 that are to be distributed to the Highmark Marketing Shareholders pursuant to §2.4;

“**Highmark Technologies Shareholder**” means the sole holder of Highmark Technologies Shares, which is Highmark Marketing;

“**Highmark Technologies Shares**” means the common shares without par value in the authorized share structure of Highmark Technologies;

“**Interim Order**” means an interim order of the Court concerning the Arrangement, containing declarations and directions with respect to the Arrangement and the holding of the Highmark Marketing Meeting, as such order may be affirmed, amended or modified by any court of competent jurisdiction;

“**MJ Bioscience**” means MJ Bioscience Corp., a private company incorporated under the BCA;

“**MJ Bioscience Distribution Shares**” means the MJ Bioscience Shares having a deemed value of $0.02 that are to be distributed to the Highmark Marketing Shareholders pursuant to §2.4;

“**MJ Bioscience Shareholder**” means the sole holder of MJ Bioscience Shares, which is Highmark Marketing;

“**MJ Bioscience Shares**” means the common shares without par value in the authorized share structure of MJ Bioscience;

“**Parties**” means Highmark Marketing, MJ Bioscience and Highmark Technologies; and “**Party**” means any one of them;

“**Plan**” or “**Plan of Arrangement**” means this plan of arrangement as amended or supplemented from time to time in accordance with the terms hereof and Article 6 of the Arrangement Agreement;

"**Record Date**" is the date which shall be set by Highmark Marketing by giving 2 days notice to the other Parties by way of a press release, which is the date that establishes the Highmark Marketing Shareholders who will be entitled to receive MJ Bioscience Shares and Highmark Technologies Shares pursuant to this Plan of Arrangement, and which is the date of the Highmark Marketing Meeting;

"**Registrar**" means the Registrar of Companies for the Province of British Columbia duly appointed under the BCA;

"**Tax Act**" means the *Income Tax Act* (Canada), as amended; and

1.2 Interpretation Not Affected by Headings

The division of this Plan of Arrangement into Articles, Sections, subsections and paragraphs and the insertion of headings are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Plan of Arrangement.

1.3 Article References

Unless the contrary intention appears, references in this Plan of Arrangement to an Article, Section, subsection, paragraph or Schedule by number or letter or both refer to the Article, Section, subsection, paragraph or Schedule, respectively, bearing that designation in this Plan of Arrangement.

1.4 Number and Gender

In this Plan of Arrangement, unless the contrary intention appears, words importing the singular include the plural and vice versa; words importing gender shall include all genders; and words importing persons shall include a natural person, firm, trust, partnership, association, corporation, joint venture or government (including any governmental agency, political subdivision or instrumentality thereof).

1.5 Capitalized Terms

Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Arrangement Agreement.

1.6 Date for Any Action

If any date on which any action is required to be taken hereunder by any of the Parties falls on a day that is not a Business Day, such action is required to be taken on the next succeeding day which is a Business Day.

1.7 Currency

All references to currency in this Plan of Arrangement are to Canadian dollars.

ARTICLE 2
ARRANGEMENT

2.1 Arrangement Agreement and Effective Date

This Plan of Arrangement is made pursuant and subject to the provisions of the Arrangement Agreement as it may be amended and in accordance with the directions of the Court. The Arrangement as set forth in the Plan of Arrangement will become effective on the Effective Date in accordance with the terms thereof and hereof.

2.2 Conditions Precedent

The implementation of this Plan of Arrangement is expressly subject to the fulfilment and/or waiver by the Party or Parties entitled of the conditions precedent set out in the Arrangement Agreement.

2.3 Binding Nature

The Arrangement shall become final and conclusively binding on the Highmark Marketing Shareholders, the MJ Bioscience Shareholder, the Highmark Technologies Shareholder, Highmark Marketing, MJ Bioscience and Highmark Technologies on the Effective Date.

2.4 Arrangement Procedure

On the Effective Date the following shall occur and be deemed to occur in the following chronological order without further act or formality, notwithstanding any other provisions hereof, but subject to the provisions of Article 3:

<u>MJ Bioscience</u>

(a) Highmark Marketing shall transfer the IP Assets and issue one Highmark Marketing Share to MJ Bioscience and MJ Bioscience shall issue to Highmark Marketing the number of MJ Bioscience Shares (the "**MJ Bioscience Distribution Shares**") required so that the MJ Bioscience Shares may be distributed to the Highmark Marketing Shareholders as set out in §2.4 (b) as payment towards the return and reduction of paid-up capital as described below;

(b) Highmark Marketing shall transfer the MJ Bioscience Distribution Shares to each Highmark Marketing Shareholder on the basis of 1 MJ Bioscience Distribution Share for every 4 Highmark Marketing Shares held as of the Record Date; and

(c) each holder of MJ Bioscience Distribution Shares shall be added to the central securities register of MJ Bioscience.

<u>Highmark Technologies</u>

(d) Highmark Marketing shall transfer the MobiWeed Assets and issue one Highmark Marketing Share to Highmark Technologies and Highmark Technologies shall issue to Highmark Marketing the number of Highmark Technologies Shares (the "**Highmark Technologies Distribution Shares**") required so that the Highmark Technologies Shares may be distributed to the Highmark Marketing Shareholders as set out in §2.4 (e) as payment towards the return and reduction of paid-up capital as described below;

(e) Highmark Marketing shall transfer the Highmark Technologies Distribution Shares to each Highmark Marketing Shareholder on the basis of at least 1 Highmark Technologies Distribution Shares for every 4 Highmark Marketing Shares held as of the Record Date; and

(f) each holder of Highmark Technologies Distribution Shares shall be added to the central securities register of Highmark Technologies.

Reduction in Paid-up Capital

(g) Highmark Marketing will reduce its paid-up capital by an amount equal to the value of the MJ Bioscience Distribution Shares and the Highmark Technologies Distribution Shares.

2.5 **Fractional Shares**

Notwithstanding §2.4(b) and (e), no fractional MJ Bioscience Shares or Highmark Technologies Shares shall be distributed to the Highmark Marketing Shareholders and as a result all fractional share amounts arising under such sections shall be rounded down to the nearest whole number. Any MJ Bioscience Distribution Shares or Highmark Technologies Distribution Shares not distributed as a result of such rounding shall be dealt with as determined by the board of directors of Highmark Marketing in its absolute discretion.

2.6 **Valid Issuance of Shares**

All shares issued pursuant to this Plan of Arrangement shall be deemed to be validly issued and outstanding as fully paid and non-assessable shares for all purposes of the BCA.

2.7 **Further Acts**

Notwithstanding that the transactions or events set out in this Article 2 occur and shall be deemed to occur in the order herein set out without any further act or formality, each of Highmark Marketing, MJ Bioscience and Highmark Technologies agree to make, do and execute or cause to be made, done and executed all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may be required by it in order to further document or evidence any of the transactions or events set out in this Article 2 including, without limitation, any resolutions of directors authorizing the issue, transfer or cancellation of shares, any share transfer powers evidencing the transfer of shares and any receipt therefor and any necessary additions to or deletions from share registers.

2.8 **Share Acquisition after the Record Date**

Highmark Marketing Shares acquired after the Record Date shall not carry any right to receive a portion of the MJ Bioscience Distribution Shares or Highmark Technologies Distribution Shares.

ARTICLE 3
AMENDMENTS

4.1 The Parties may amend, modify and/or supplement this Plan of Arrangement at any time and from time to time prior to the Effective Date, provided that each such amendment, modification and/or supplement must be:

(a) set out in writing;

(b) filed with the Court and, if made following the Highmark Marketing Meeting, approved by the Court; and

(c) communicated to holders of Highmark Marketing Shares, MJ Bioscience Shares and Highmark Technologies Shares, as the case may be, if and as required by the Court.

4.2 Any amendment, modification or supplement to this Plan of Arrangement may be proposed by Highmark Marketing at any time prior to the Highmark Marketing Meeting with or without any other prior notice or communication, and if so proposed and accepted by the persons voting at the Highmark Marketing Meeting (other than as may be required under the Interim Order, if any), shall become part of this Plan of Arrangement for all purposes.

4.3 Highmark Marketing, with the consent of MJ Bioscience and Highmark Technologies, may amend, modify and/or supplement this Plan of Arrangement at any time and from time to time after the Highmark Marketing Meeting and prior to the Effective Date with the approval of the Court.

4.4 Any amendment, modification or supplement to this Plan of Arrangement may be made following the Effective Date but shall only be effective if it is consented to by all of the Parties, provided that such amendment, modification or supplement concerns a matter which, in the reasonable opinion of the Parties, is of an administrative nature required to better give effect to the implementation of this Plan of Arrangement and is not adverse to the financial or economic interests of the Parties or any former Highmark Marketing Shareholder, MJ Bioscience Shareholder or Highmark Technologies Shareholder, as the case may be.

ARTICLE 4
REFERENCE DATE AND TERMINATION

5.1 This Plan of Arrangement is dated for reference the date first written in the Arrangement Agreement.

5.2 At any time up until the time the Final Order is made, the Parties may mutually determine not to proceed with this Plan of Arrangement, or to terminate this Plan of Arrangement, notwithstanding any prior approvals given at the Highmark Marketing Meeting. In addition to the foregoing, this Plan of Arrangement shall automatically, without notice, terminate immediately and be of no further force or effect, upon the termination of the Arrangement Agreement in accordance with its terms.