

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amalgamation

<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
D'Angelo Brands Ltd.		10/07/2011	CORPORATION: CANADA

<b>RECEIVING PARTY DATA</b>	
Name:	Ariana Holdings Inc.
Street Address:	222 Bay Street
Internal Address:	Suite 1800
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5K 1H1
Entity Type:	CORPORATION: CANADA

<b>PROPERTY NUMBERS Total: 12</b>		
Property Type	Number	Word Mark
Registration Number:	3439196	A FUSION OF GREAT TASTE
Registration Number:	3602563	CHEETAH POWER SURGE HIGH OCTANE
Registration Number:	3343488	D'ANGELO BASKET FRESH
Registration Number:	3805209	FOR PURE ENERGY DON'T WING IT WACK IT!
Registration Number:	3318357	IN PACE WITH THE HUMAN RACE
Registration Number:	3829974	NOT FOR THE WEAK
Registration Number:	3409251	POWER BLEND
Registration Number:	3567776	SOUL FRUIT
Registration Number:	3708740	SOUL SWEET
Registration Number:	3829975	WACKED
Registration Number:	3829976	WACKED!
Registration Number:	3318356	WATERSENSE

CORRESPONDENCE DATA

900270474

**TRADEMARK**  
 REEL: 005142 FRAME: 0574

OP \$315.00 3439196

Fax Number: 7032737684

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 703-273-7680

Email: rshapiro@sasiplaw.com

Correspondent Name: Ronald E. Shapiro

Address Line 1: 11350 Random Hills Road, Suite 740

Address Line 4: Fairfax, VIRGINIA 22030

**DOMESTIC REPRESENTATIVE**

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:	Ronald E. Shapiro
Signature:	/Ronald E. Shapiro/
Date:	10/30/2013

**Total Attachments: 34**

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6. Method of amalgamation, check A or B  
*Méthode choisie pour la fusion - Cocher A ou B :*

A- Amalgamation Agreement / *Convention de fusion :*



The amalgamation agreement has been duly adopted by the shareholders of each of the amalgamating corporations as required by subsection 176 (4) of the *Business Corporations Act* on the date set out below.  
*Les actionnaires de chaque société qui fusionne ont dûment adopté la convention de fusion conformément au paragraphe 176(4) de la Loi sur les sociétés par actions à la date mentionnée ci-dessous.*

or  
ou

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



The amalgamation has been approved by the directors of each amalgamating corporation by a resolution as required by section 177 of the *Business Corporations Act* on the date set out below.  
*Les administrateurs de chaque société qui fusionne ont approuvé la fusion par voie de résolution conformément à l'article 177 de la Loi sur les sociétés par actions à la date mentionnée ci-dessous.*

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

**ARIANA HOLDINGS INC.**

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

Names of amalgamating corporations <i>Dénomination sociale des sociétés qui fusionnent</i>	Ontario Corporation Number <i>Numéro de la société en Ontario</i>	Date of Adoption/Approval <i>Date d'adoption ou d'approbation</i>		
		Year <i>année</i>	Month <i>mois</i>	Day <i>jour</i>
ARIANA HOLDINGS INC.	1256822	2011	10	06
D'ANGELO BRANDS LTD.	1295725	2011	10	06
1540633 ONTARIO INC.	1540633	2011	10	06

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 :*

Unlimited number of Class A Common Shares;  
Unlimited number of Class B Common Shares;  
Unlimited number of Class A Special Shares; and  
Unlimited number of Class B Special 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 :*

See Appendix "1" attached hereto.

## APPENDIX "1"

I. The rights, privileges, restrictions and conditions attaching to the Class A Common Shares are as follows:

(a) Voting

The holders of the Class A Common Shares shall be entitled to receive notice of and to attend all meetings of the shareholders of the Corporation and shall confer the right to one (1) vote for each share held at all meetings of shareholders of the Corporation, except for meetings at which only holders of another specified class or series of shares of the Corporation are entitled to vote separately as a class or series as provided in the *Business Corporations Act* (Ontario) as the same may be amended or re-enacted from time to time and the regulations made thereunder (the "Act").

(b) Dividends

Subject to the prior rights of the holders of the Class A Special Shares and to any other class of shares ranking senior to the Class A Common Shares, the holders of the Class A Common Shares shall be entitled to receive and the Corporation shall pay thereon, as and when declared by the board of directors of the Corporation out of moneys properly applicable to the payment of dividends, such dividends as the board of directors of the Corporation may from time to time declare, in their absolute discretion.

(c) Liquidation, Dissolution and Winding-up

In the event of the liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, or any other distribution of assets of the Corporation among its shareholders for the purpose of winding up its affairs, subject to the prior rights of the holders of the Class A Special Shares, the Class B Special Shares and to any other class of shares ranking senior to the Class A Common Shares, the holders of the Class A Common Shares shall be entitled to receive the remaining property and assets of the Corporation ratably with the holders of the Class B Common Shares.

II. The rights, privileges, restrictions and conditions attaching to the Class B Common Shares are as follows:

(a) Voting

The holders of the Class B Common Shares shall be entitled to receive notice of and to attend all meetings of the shareholders of the Corporation and shall confer the right to one (1) vote for each share held at all meetings of shareholders of the Corporation, except for meetings at which only holders of another specified class or series of shares of the Corporation are entitled to vote separately as a class or series as provided in the Act.



(b) Dividends

Subject to the prior rights of the holders of the Class A Special Shares and to any other class of shares ranking senior to the Class B Common Shares, the holders of the Class B Common Shares shall be entitled to receive and the Corporation shall pay thereon, as and when declared by the board of directors of the Corporation out of moneys properly applicable to the payment of dividends, such dividends as the board of directors of the Corporation may from time to time declare, in their absolute discretion.

(c) Liquidation, Dissolution and Winding-up

In the event of the liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, or any other distribution of assets of the Corporation among its shareholders for the purpose of winding up its affairs, subject to the prior rights of the holders of the Class A Special Shares, the Class B Special Shares and to any other class of shares ranking senior to the Class B Common Shares, the holders of the Class B Common Shares shall be entitled to receive the remaining property and assets of the Corporation ratably with the holders of the Class A Common Shares.

III. The rights, privileges, restrictions and conditions attaching to the Class A Special Shares are as follows:

(a) Voting Rights

The holders of the Class A Special Shares shall not, as such, be entitled to receive notice of or to attend any meeting of the shareholders of the Corporation and shall not be entitled to vote at any such meeting, except where the holders of a specified class or series of shares of the Corporation are entitled to vote separately as a class as provided in the Act. The holders of the Class A Special Shares shall, however, be entitled to notice of meetings of shareholders called for the purpose of authorizing the dissolution of the Corporation or the sale, lease or exchange of all or substantially all the property of the Corporation other than in the ordinary course of business of the Corporation under subsection 184(3) of the Act, as such subsection may be amended from time to time.

(b) Dividends

- (i) The holders of the Class A Special Shares, in priority to the holders of the Class A Common Shares and the Class B Common Shares and any other shares ranking junior to the Class A Special Shares, shall be entitled to receive and the Corporation shall pay thereon, as and when declared by the board of directors of the Corporation out of the moneys of the Corporation properly applicable to the payment of dividends, fixed, preferential, cumulative, cash dividends at the rate of \$.06 per share per annum payable quarterly, half-yearly or annually on dates to be fixed from time to time by the board of directors; such dividends shall accrue and be cumulative from the respective dates of issue of the Class A Special Shares. The board of directors of the Corporation shall be entitled to declare part of such preferential, cumulative cash dividends for any financial year notwithstanding that

such dividend for such financial year may not be declared in full. If on any dividend payment date the Corporation shall not have paid the said dividends in full on all Class A Special Shares then issued and outstanding, such dividends or the unpaid part thereof shall be paid on a subsequent date or dates determined by the board of directors of the Corporation. The holders of the Class A Special Shares shall not be entitled to any dividends other than or in excess of the fixed, preferential cumulative, cash dividends hereinbefore provided for.

- (ii) Except with the consent in writing of the holders of all the Class A Special Shares outstanding, no dividends shall at any time be declared or paid on or set apart for payment on the Class A Common Shares and the Class B Common Shares or on any shares of any other class of the Corporation ranking junior to the Class A Special Shares for any financial year, unless and until all dividends, up to and including the dividend payable on the last preceding dividend payment date, on the Class A Special Shares then issued and outstanding shall have been declared and paid or set apart for payment at the date of such declaration or payment or setting apart for payment.

(c) Redemption

- (i) Subject to the Act, the Corporation may redeem the whole or any part of the outstanding Class A Special Shares on payment for each share to be redeemed of the sum of \$1.00 per share, together with all unpaid cumulative dividends, whether or not declared, which for such purpose shall be treated as accruing up to but excluding the date of such redemption.
- (ii) Unless the holders of the Class A Special Shares to be redeemed have waived notice of redemption, the Corporation shall give not less than 30 days' notice in writing of the redemption by mailing to each person who, at the date of such mailing, is a registered holder of shares to be redeemed, a notice of the intention of the Corporation to redeem such Class A Special Shares. Such notice shall be mailed by ordinary prepaid post addressed to the last address of such holder as it appears on the records of the Corporation or, in the event of the address of any such holder not appearing on the records of the Corporation, then to the last known address of such holder; provided, however, that accidental failure or omission to give any such notice to one or more of such holders shall not affect the validity of such redemption. Such notice shall set out the redemption price and the date on which redemption is to take place and, if part only of the shares held by the person to whom it is addressed is to be redeemed, the number thereof so to be redeemed. On or after the date so specified for redemption the Corporation shall pay or cause to be paid to or to the order of the registered holders of the Class A Special Shares to be redeemed, the redemption price thereof on presentation and surrender of the

certificates for the shares so called for redemption at such place or places as may be specified in such notice, and the certificates for such shares shall thereupon be cancelled, and the shares represented thereby shall thereupon be redeemed.

- (iii) In case a part only of the outstanding Class A Special Shares is at any time to be redeemed, the shares so to be redeemed shall be selected by lot in such manner as the directors in their sole discretion shall determine or, if the board of directors so determines, shall be redeemed pro-rata, disregarding fractions, according to the number of Class A Special Shares held by each holder. If a part only of the Class A Special Shares represented by any certificate shall be redeemed, a new certificate for the balance shall be issued at the expense of the Corporation.
  - (iv) From and after the date specified for redemption in any such notice, the holders of the shares called for redemption shall cease to be entitled to dividends and shall not be entitled to exercise any rights in respect thereof, except to receive the redemption price, unless payment of the redemption price shall not be made by the Corporation in accordance with the foregoing provisions, in which case the rights of the holders of such shares shall remain unimpaired.
  - (v) The Corporation shall have the right at any time after the mailing of notice of its intention to redeem any Class A Special Shares as aforesaid, to deposit the redemption price for the Class A Special Shares so called for redemption or of such of the said shares represented by certificates which have not at the date of deposit been surrendered by the holders thereof in connection with such redemption, in a special account with any chartered bank or trust company in Canada named in the notice of redemption, such redemption price to be paid without interest to or to the order of the respective holders of such shares called for redemption upon presentation and surrender to such bank or trust company of the certificates representing the same. Upon such deposit being made, the Class A Special Shares in respect whereof such deposit shall have been made shall be redeemed and the rights of the holders thereof, after such deposit, shall be limited to receiving, without interest, their proportionate part of the total redemption price of the Class A Special Shares so deposited against presentation and surrender of the said certificates held by them respectively. Any interest allowed on any such deposit shall belong to the Corporation.
- (d) Retraction
- (i) Subject to the Act and to paragraph (iv) below, a holder of Class A Special Shares shall be entitled, at his option and in the manner hereinafter provided, to require the Corporation to redeem at any time all

or part of the Class A Special Shares registered in the name of such holder on the books of the Corporation upon payment for each share to be redeemed of the sum of \$1.00 together with all unpaid cumulative dividends, whether or not declared, which for such purpose shall be treated as accruing up to but excluding the date of such redemption.

- (ii) A holder of Class A Special Shares exercising his option to have the Corporation redeem, shall tender to the Corporation at its registered office a notice in writing specifying (i) that the holder desires to have the whole or any part of the Class A Special Shares registered in his name redeemed by the Corporation and (ii) the business day, which shall not be less than 10 days nor more than 30 days from the date of mailing of the notice in writing, on which the holder desires to have the Corporation redeem the Class A Special Shares (the "Option Redemption Date"), together with the share certificates, if any, representing the Class A Special Shares which the registered holder desires to have the Corporation redeem. The holder of any Class A Special Shares may, with the consent of the Corporation, revoke such notice prior to the Option Redemption Date.
- (iii) Upon receipt of a notice and share certificates, the Corporation shall, on the Option Redemption Date, redeem the Class A Special Shares by paying, to the registered holder an amount equal to the redemption price. If a part only of the Class A Special Shares represented by any certificate is redeemed, a new certificate for the balance shall be issued at the expense of the Corporation. Upon payment of the redemption price of the Class A Special Shares to be redeemed by the Corporation, the holders thereof shall cease to be entitled to dividends or to exercise any rights of holders in respect thereof.
- (iv) If the redemption by the Corporation on any Option Redemption Date of all of the Class A Special Shares to be redeemed, on such date would be contrary to any provisions of the Act or any other applicable law, the Corporation shall be obligated to redeem only the maximum number of Class A Special Shares which the Corporation determines it is then permitted to redeem, such redemptions to be made pro-rata (disregarding fractions of shares) according to the number of Class A Special Shares required by each such holder to be redeemed by the Corporation and the Corporation shall issue new certificates representing the Class A Special Shares not redeemed by the Corporation; the Corporation shall, before redeeming any other Class A Special Shares, redeem in the manner contemplated by paragraph 3 on the first day of each month thereafter the maximum number of such Class A Special Shares as would not then be contrary to any provisions of the Act or any other applicable law, until all of such shares have been redeemed, provided that the Corporation shall be under no obligation to give any notice to the holders of the Class A Special Shares in respect of such redemption or redemptions as provided for in paragraph (c).

(e) Purchase for Cancellation

Subject to the Act, the Corporation may at any time or times purchase for cancellation the whole or any part of the Class A Special Shares outstanding pursuant to tenders or, with the unanimous consent of the holders of all the Class A Special Shares, by private contract at the lowest price at which, in the opinion of the directors, those shares are obtainable but not exceeding the redemption price of the Class A Special Shares hereinbefore specified, together with all unpaid cumulative dividends, whether or not declared, which for such purpose shall be treated as accruing up to but excluding the date of such purchase. If, in response to an invitation for tenders, two (2) or more shareholders submit tenders at the same price and if such tenders are accepted by the Corporation in whole or in part, then unless the Corporation accepts all such tenders in whole, the Corporation shall accept such tenders in proportion as nearly as may be to the total number of Class A Special Shares offered in each tender (disregarding fractions). In the case of purchase of Class A Special Shares by private contract, the Corporation shall not be required to offer to purchase Class A Special Shares from all shareholders before proceeding to purchase from any one shareholder nor shall it be required to make such purchases on a pro rata basis. From and after the date of such purchase under the provisions of this paragraph, the shares so purchased shall be cancelled.

(f) Liquidation, Dissolution and Winding Up

In the event of the liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, or any other distribution of the assets of the Corporation among its shareholders for the purpose of winding up its affairs, the holders of the Class A Special Shares shall be entitled to receive an amount equal to \$1.00 in respect of each Class A Special Share held together with all unpaid cumulative dividends, whether or not declared, which shall have accrued thereon and which, for such purposes, shall be treated as accruing up to but excluding the date of such liquidation, dissolution or winding-up, before any distribution of any part of the assets of the Corporation among the holders of the common shares or shares of any other class ranking junior to the Class A Special Shares. Except as provided above, the holders of the Class A Special Shares shall not be entitled to any further participation in the assets of the Corporation.

IV. The rights, privileges, restrictions and conditions attaching to the Class B Special Shares are as follows:

(a) Voting

Subject to the provisions of the provisions of the Act, the holders of the Class B Special Shares shall not be entitled, as such, to attend or vote at any meeting of the shareholders of the Corporation.

(b) Dividends

The holders of the Class B Special Shares shall not be entitled to receive dividends thereon.

## (c) Redemption by Corporation

Subject to the provisions of Act, the Corporation may, without the consent of the holders of the Class B Special Shares, redeem at any time and from time to time the whole or any part of the then outstanding Class B Special Shares on payment of (i) the fair market value of the Special Shares as of January 28, 2009, being the date of the reclassification of the prior issued and outstanding common shares of D'Angelo Brands Ltd. in respect of the Special Shares of D'Angelo Brands Ltd. issued as of that date; and (ii) the fair market value of the Special Shares as of February 12, 2009, being the date of the reclassification of the prior issued and outstanding common shares of 1540633 Ontario Inc. in respect of the Special Shares of 1540633 Ontario Inc. issued as of that date, all as determined by the Directors, such aggregate amount being herein referred to as the "Class B Special Share Redemption Amount".

In the case of redemption of Class B Special Shares under the provisions of 4 (c) hereof, the Corporation shall at least 15 days before the date specified for redemption mail to each person who at the date of mailing is a holder of Class B Special Shares to be redeemed a notice in writing of the intention of the Corporation to redeem such Class B Special Shares. Such notice shall be mailed by letter, postage prepaid, addressed to each such holder at his address as it appears on the records of the Corporation or in the event of the address of any such holder not so appearing then to the last known address of such holder; provided, however, that accidental failure to give any such notice to one or more of such holders shall not affect the validity of such redemption. Such notice shall set out the Class B Special Share Redemption Amount and the date on which redemption is to take place and if part only of the shares held by the person to whom it is addressed is to be redeemed the number thereof so to be redeemed. On or after the date so specified for redemption, the Corporation shall pay or cause to be paid to or to the order of the holders of the Class B Special Shares to be redeemed the Class B Special Share Redemption Amount thereof on presentation and surrender at the registered office of the Corporation or any other place designated in such notice of the certificates representing the Class B Special Shares called for redemption. Such payment shall be made by cheque payable at par at any branch of the Corporation's bankers in Canada. If a part only of the shares represented by any certificate be redeemed a new certificate for the balance shall be issued at the expense of the Corporation. From and after the date specified for redemption in any such notice, the holders of the Class B Special Shares called for redemption shall not be entitled to exercise any of the rights of holders of Class B Special Shares in respect thereof unless payment of the Class B Special Share Redemption Amount is not made upon presentation of certificates in accordance with the foregoing provisions, in which case the rights of the holders of the said Class B Special Shares shall remain unaffected. The Corporation shall have the right at any time after the mailing of notice of its intention to redeem any Class B Special Shares to deposit the Class B Special Share Redemption Amount of the shares so called for redemption or of such of the said shares represented by certificates as have not at the date of such deposit been surrendered by the holders thereof in connection with such redemption to a special account in any chartered bank or in any trust company in Canada, named in such notice, to be paid without interest to or to the order of the respective holders of such Class B Special Shares called for redemption upon presentation and surrender to such bank or trust company of the certificates representing the same, and upon such deposit being made or upon the date specified for redemption in such notice, whichever is the later, the Class B Special Shares in

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respect whereof such deposit shall have been made shall be redeemed and the rights of the holders thereof after such deposit or such redemption date, as the case may be, shall be limited to receiving without interest their proportionate part of the total Class B Special Share Redemption Amount so deposited against presentation and surrender of the said certificates held by them respectively and any interest allowed on such deposit shall belong to the Corporation.

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

The restrictions on the allotment, issue or transfer of the shares of the Amalgamated Corporation are that no shares shall be allotted, issued or transferred without either:

- (a) the approval of the Directors expressed by a resolution passed at a meeting of the Board of Directors or an instrument or instruments in writing signed by a majority of them; or
- (b) the approval of the holders of a majority of the voting shares of the Amalgamated Corporation for the time being outstanding expressed by a resolution passed at a meeting of such shareholders 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 :*

- (a) That the number of shareholders of the Amalgamated Corporation, exclusive of persons who are in its employment and exclusive of persons who, having been formerly in the employment of the Amalgamated Corporation, were, while in the employment, and have continued after the termination of that employment, to be shareholders of the Amalgamated Corporation, is limited to not more than fifty, two or more persons who are the joint registered owners of one or more shares being counted as one shareholder.
- (b) That any invitation to the public to subscribe for securities of the Amalgamated Corporation is prohibited.
- (c) The directors may, and they are hereby authorized from time to time when they deem it expedient:
  - (i) borrow money upon the credit of the Amalgamated Corporation;
  - (ii) issue bonds, debentures, notes or other securities of the Amalgamated Corporation and pledge or sell the same for such prices or other consideration as may be deemed expedient;
  - (iii) notwithstanding the provisions of any law, hypothecate, mortgage, pledge and charge, cede and transfer the property, undertaking

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.*



and assets, real or personal, moveable or immovable, present or future, of the Amalgamated Corporation, to secure any such bonds, debentures, notes and securities or give any guarantee(s) or give part only of such guarantee for such purposes and constitute the hypothec, mortgage or pledge or charge or cession, and transfer any of the above mentioned by trust deed in accordance with section 23 and 24 of the *Special Corporate Powers Act*, (Quebec), or any successor thereto, or in any other manner.

(iv) hypothecate or mortgage the immovable property of the Amalgamated Corporation or pledge or otherwise affect the moveable property, or give all such guarantees to secure the payment of loans made otherwise than by the issue of debentures, as well as the payment or performance of any other debt, contract or obligations of the Amalgamated Corporation;

(v) exercise generally all or any of the rights or powers which the Amalgamated Corporation itself may exercise under its charter and the laws governing it; and

(vi) delegate in and by any resolution or by-law to any officers or directors all or any of the powers hereby conferred upon the directors.

Nothing contained herein shall limit or restrict the borrowing of money by the Amalgamated Corporation on bills of exchange or promissory notes made, drawn, accepted or endorsed by or on behalf of the Amalgamated Corporation or to affect, alter or restrict any power or authority conferred upon the directors by any other by-laws or resolutions of the Amalgamated Corporation.

- (d) The Amalgamated Corporation may, at any time and from time to time, purchase for cancellation or otherwise acquire any of its issued shares of any class or any of its warrants pursuant to the provisions of the Act at the lowest price and on the most favourable terms which, in the opinion of the board of directors of the Corporation, such shares or warrants are obtainable.
- (e) The Amalgamated Corporation has a lien on a share registered in the name of a shareholder or his legal representative for a debt of that shareholder to the Amalgamated Corporation.

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

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

**ARIANA HOLDINGS INC.**

Names of Corporations / Dénomination sociale des sociétés

By / Par



Signature / Signature

**Douglas A. Hendler**

Print name of signatory /  
Nom du signataire en lettres moulées

**President**

Description of Office / Fonction

**D'ANGELO BRANDS LTD.**

Names of Corporations / Dénomination sociale des sociétés

By / Par



Signature / Signature

**Dr. Bernard Sherman**

Print name of signatory /  
Nom du signataire en lettres moulées

**Chief Executive Officer**

Description of Office / Fonction

**1540633 ONTARIO INC.**

Names of Corporations / Dénomination sociale des sociétés

By / Par



Signature / Signature

**Dr. Bernard Sherman**

Print name of signatory /  
Nom du signataire en lettres moulées

**Chief Executive Officer**

Description of Office / Fonction

Names of Corporations / Dénomination sociale des sociétés

By / Par



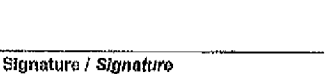
Signature / Signature

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 /  
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Description of Office / Fonction

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**SCHEDULE A**

**STATEMENT OF DIRECTOR OR OFFICER**

**PURSUANT TO SUBSECTION 178(2) OF THE**

***BUSINESS CORPORATIONS ACT, R.S.O. 1990, C. B16***

I, Douglas A. Hendler (authorized officer of Ariana Holdings Inc.), of the City of Toronto, in the Province of Ontario, hereby state as follows:

This Statement is made pursuant to subsection 178(2) of the *Business Corporations Act*, R.S.O. 1990, c. B.16 (the "Act").

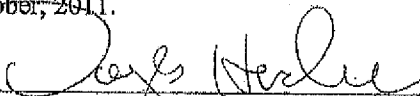
I am a director and the President of Ariana Holdings Inc. (the "Corporation") and as such have knowledge of its affairs.

I have conducted such examinations of the books and records of the Corporation as are necessary to enable me to make the statements hereinafter set forth.

There are reasonable grounds for believing that the Corporation is, and the corporation to be formed by the amalgamation of the Corporation, D'Angelo Brands Ltd. and 1540633 Ontario Inc. will be, able to pay its liabilities as they become due and 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.

There are reasonable grounds for believing that no creditor of the Corporation will be prejudiced by the proposed amalgamation and the Corporation has not been notified by any creditor that it objects to the proposed amalgamation.

**THIS STATEMENT** is made this 6th day of October, 2011.



Douglas A. Hendler

**SCHEDULE A**

**STATEMENT OF DIRECTOR OR OFFICER**

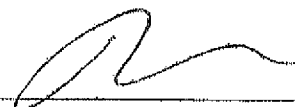
**PURSUANT TO SUBSECTION 178(2) OF THE**

***BUSINESS CORPORATIONS ACT, R.S.O. 1990, C. B16***

I, Dr. Bernard Sherman (authorized officer of D'Angelo Brands Ltd.), of the City of Toronto, in the Province of Ontario, hereby state as follows:

1. This Statement is made pursuant to subsection 178(2) of the *Business Corporations Act*, R.S.O. 1990, c. B.16 (the "Act").
2. I am a director and the Chief Executive Officer of D'Angelo Brands Ltd. (the "Corporation") and as such have knowledge of its affairs.
3. I have conducted such examinations of the books and records of the Corporation as are necessary to enable me to make the statements hereinafter set forth.
4. There are reasonable grounds for believing that the Corporation is, and the corporation to be formed by the amalgamation of the Corporation, Ariana Holdings Inc. and 1540633 Ontario Inc. will be, able to pay its liabilities as they become due and 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 the Corporation will be prejudiced by the proposed amalgamation and the Corporation has not been notified by any creditor that it objects to the proposed amalgamation.

**THIS STATEMENT** is made this 6th day of October, 2011.

  
\_\_\_\_\_  
Dr. Bernard Sherman

**SCHEDULE A**

**STATEMENT OF DIRECTOR OR OFFICER**


**PURSUANT TO SUBSECTION 178(2) OF THE**

***BUSINESS CORPORATIONS ACT, R.S.O. 1990, C. B16***

I, Dr. Bernard Sherman (authorized officer of 1540633 Ontario Inc.), of the City of Toronto, in the Province of Ontario, hereby state as follows:

1. This Statement is made pursuant to subsection 178(2) of the *Business Corporations Act*, R.S.O. 1990, c. B.16 (the "Act").
2. I am a director and the Chief Executive Officer of 1540633 Ontario Inc. (the "Corporation") and as such have knowledge of its affairs.
3. I have conducted such examinations of the books and records of the Corporation as are necessary to enable me to make the statements hereinafter set forth.
4. There are reasonable grounds for believing that the Corporation is, and the corporation to be formed by the amalgamation of the Corporation, Ariana Holdings Inc. and D'Angelo Brands Ltd. will be, able to pay its liabilities as they become due and 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 the Corporation will be prejudiced by the proposed amalgamation and the Corporation has not been notified by any creditor that it objects to the proposed amalgamation.

**THIS STATEMENT** is made this 6th day of October, 2011.

  
\_\_\_\_\_  
Dr. Bernard Sherman

TORONTO 42462-11 746839v1

Schedule "B"

**AMALGAMATION AGREEMENT**

**BETWEEN:**

**ARIANA HOLDINGS INC.**

- and -

**D'ANGELO BRANDS LTD.**

- and -

**1540633 ONTARIO INC.**

Dated as of the 6th day of October, 2011

DICKINSON WRIGHT LLP  
Barristers and Solicitors  
Ernst & Young Tower, Toronto-Dominion Centre  
P.O. Box 124, 18th Floor, 222 Bay Street  
Toronto, Canada M5K 1H1  
(DAH)

**AMALGAMATION AGREEMENT**

**THIS AGREEMENT** dated the 5th day of October, 2011

**BETWEEN:**

**ARIANA HOLDINGS INC.**, a corporation incorporated under the laws of Ontario

(hereinafter referred to as "Ariana")

**OF THE FIRST PART**

- and -

**D'ANGELO BRANDS LTD.**,  
a corporation incorporated under the laws of Ontario

(hereinafter referred to as "DBL")

**OF THE SECOND PART**

**1540633 ONTARIO INC.**,  
a corporation incorporated under the laws of Ontario

(hereinafter referred to as "154 Ontario")

**OF THE THIRD PART**

**WHEREAS** Ariana Holdings Inc., D'Angelo Brands Ltd. and 1540633 Ontario Inc. were incorporated under the *Business Corporations Act*, R.S.O. 1990, c. B.16 (the "Act") and are governed by the Act;

**AND WHEREAS** Ariana, DBL and 154 Ontario acting under the authority contained in the Act have agreed to amalgamate upon the terms and conditions hereinafter set out;

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

**AND WHEREAS** the authorized capital of Ariana now consists of an unlimited number of Common Shares and an unlimited number of Preference Shares of which 205,000,100 Common Shares are issued and outstanding as fully paid and non-assessable shares;

**AND WHEREAS** the authorized capital of DBL now consists of an unlimited number of Common Shares and an unlimited number of Special Shares of which 1,000 Common Shares and 100 Special Shares are issued and outstanding as fully paid and non-assessable shares;

**AND WHEREAS** the authorized capital of 154 Ontario now consists of an unlimited number of Common Shares and an unlimited number of Special Shares of which 1,000 Common Shares and 100 Special Shares are issued and outstanding as fully paid and non-assessable shares;

**AND WHEREAS** it is desirable that the said amalgamation should be effected.

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of these presents, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and promise and agree with each other as follows:

1. In this Agreement:
  - (a) "Amalgamating Corporations" means Ariana, DBL and 154 Ontario.
  - (b) "Amalgamated Corporation" means the corporation continuing from the amalgamation of the Amalgamating Corporations.
  - (c) "Amalgamation Agreement" or "Agreement" means this amalgamation agreement.
2. The Amalgamating Corporations and each of them do hereby agree to amalgamate, at the earliest time on the date endorsed by the Director under the Act on the Articles of Amalgamation authorized to be filed with the Director in accordance with the provisions of this Agreement under the provisions of Section 175 of the Act, and to continue as one corporation under the terms and conditions hereinafter set out.
3. The name of the Amalgamated Corporation shall be Ariana Holdings Inc.
4. The registered office of the Amalgamated Corporation shall be in the City of Toronto, in the Province of Ontario.
5. The address of the registered office shall be 222 Bay Street, Suite 1800, Toronto, Ontario M5K 1H1.
6. There shall be no restrictions on the business which the Amalgamated Corporation is authorized to carry on or on the powers the Amalgamated Corporation may exercise.
7. The Amalgamated Corporation is authorized to issue;
  - (a) an unlimited number of Class A Common Shares;
  - (b) an unlimited number of Class B Common Shares;
  - (c) an unlimited number of Class A Special Shares;and
  - (d) an unlimited number of Class B Special Shares.
8. The rights, privileges, restrictions and conditions attaching to each class of shares that the Amalgamated Corporation is authorized to issue are set out in Appendix "I" hereto.



9. Upon the amalgamation becoming effective, the issued and outstanding shares in the capital of the Amalgamating Corporations and the authorized but unissued shares in the capital of the Amalgamating Corporations shall be cancelled or converted into issued and outstanding shares in the capital of the Amalgamated Corporation as follows:
- (a) the 205,000,100 issued and outstanding Common Shares in Ariana shall be converted into 205,000,100 issued and outstanding and fully paid Class A Common Shares of the Amalgamated Corporation;
  - (b) the 1,000 issued and outstanding Common Shares in DBL shall be converted into 1,000 issued and outstanding and fully paid Class B Common Shares of the Amalgamated Corporation;
  - (c) the 100 issued and outstanding Special Shares in DBL shall be converted into 100 issued and outstanding and fully paid Class B Special Shares of the Amalgamated Corporation;
  - (d) the 1,000 issued and outstanding Common Shares in 154 Ontario shall be converted into 1,000 issued and outstanding and fully paid Class B Common Shares of the Amalgamated Corporation;
  - (e) the 100 issued and outstanding Special Shares in 154 Ontario shall be converted into 100 issued and outstanding and fully paid Class B Special Shares of the Amalgamated Corporation;
  - (f) the authorized but unissued Preference Shares of Ariana shall be cancelled.

After the filing of Articles of Amalgamation in respect of this Amalgamation Agreement and the issue of a Certificate of Amalgamation in respect thereof, the shareholders of the Amalgamating Corporations, when requested by the Amalgamated Corporation, shall surrender the certificates representing the shares held by them in the Amalgamating Corporations and, subject to the provisions of the Act, in return shall be entitled to receive certificates for shares of the Amalgamated Corporation on the basis aforesaid.

10. The stated capital of the shares of the Amalgamated Corporation issued on conversion of the shares of the Amalgamating Corporations pursuant to section 9 hereof shall be as follows:

<u>Shares of Amalgamated Corporation</u>	<u>Stated Capital</u>
205,000,100 Common Shares issued on the conversion of 205,000,100 Common Shares of Ariana	\$205,000,001.00
1,000 Common Shares issued on the conversion of 1,000 Common Shares of DBL and 1,000 Common Shares issued on the conversion of 1,000 Common Shares of 154 Ontario	\$2,000.00

100 Special Shares issued on the conversion of 100 Special Shares of DBL and 100 Special Shares issued on the conversion of 100 Special Shares Common Shares of 154 Ontario \$200.00

11. The restrictions on the allotment, issue or transfer of the shares of the Amalgamated Corporation are that no shares shall be allotted, issued or transferred without either:
- (a) the approval of the Directors expressed by a resolution passed at a meeting of the Board of Directors or an instrument or instruments in writing signed by a majority of them; or
  - (b) the approval of the holders of a majority of the voting shares of the Amalgamated Corporation for the time being outstanding expressed by a resolution passed at a meeting of such shareholders or by an instrument or instruments in writing signed by the holders of a majority of such shares.
12. The minimum number of directors of the Amalgamated Corporation shall be one (1) and the maximum number ten (10) until changed in accordance with the Act. Until changed by special resolution of the Amalgamated Corporation, or if the directors of the Amalgamated Corporation are so authorized by special resolution of the Amalgamated Corporation, by resolution of the said directors, the board of directors of the Amalgamated Corporation shall consist of one (1) director and the first directors of the Amalgamated Corporation shall be the following:

<u>Full Name</u>	<u>Address</u>	<u>Resident Canadian</u>
Douglas A. Hendler	222 Bay Street, Suite 1800 Toronto, Ontario M5K 1H1	Yes

The said director shall hold office until the first annual meeting of the Amalgamated Corporation or until his successor is elected or appointed. The subsequent directors shall be elected at the first annual meeting and thereafter by ordinary resolution at either an annual meeting or a special meeting of the shareholders. The directors shall manage or supervise the management of the business and affairs of the Amalgamated Corporation, subject to the provisions of the Act.

13. Subject to the provisions of the Act, the following provisions shall apply to the Amalgamated Corporation:
- (a) That the number of shareholders of the Amalgamated Corporation, exclusive of persons who are in its employment and exclusive of persons who, having been formerly in the employment of the Amalgamated Corporation, were, while in the employment, and have continued after the termination of that employment, to be shareholders of the Amalgamated Corporation, is limited to not more than fifty,

two or more persons who are the joint registered owners of one or more shares being counted as one shareholder.

- (b) That any invitation to the public to subscribe for securities of the Amalgamated Corporation is prohibited.
- (c) The directors may, and they are hereby authorized from time to time when they deem it expedient:
  - (i) borrow money upon the credit of the Amalgamated Corporation;
  - (ii) issue bonds, debentures, notes or other securities of the Amalgamated Corporation and pledge or sell the same for such prices or other consideration as may be deemed expedient;
  - (iii) notwithstanding the provisions of any law, hypothecate, mortgage, pledge and charge, cede and transfer the property, undertaking and assets, real or personal, moveable or immovable, present or future, of the Amalgamated Corporation, to secure any such bonds, debentures, notes and securities or give any guarantee(s) or give part only of such guarantee for such purposes and constitute the hypothec, mortgage or pledge or charge or cession, and transfer any of the above mentioned by trust deed in accordance with section 23 and 24 of the *Special Corporate Powers Act*, (Quebec), or any successor thereto, or in any other manner.
  - (iv) hypothecate or mortgage the immovable property of the Amalgamated Corporation or pledge or otherwise affect the moveable property, or give all such guarantees to secure the payment of loans made otherwise than by the issue of debentures, as well as the payment or performance of any other debt, contract or obligations of the Corporation;
  - (v) exercise generally all or any of the rights or powers which the Corporation itself may exercise under its charter and the laws governing it; and
  - (vi) delegate in and by any resolution or by-law to any officers or directors all or any of the powers hereby conferred upon the directors.

Nothing contained herein shall limit or restrict the borrowing of money by the Amalgamated Corporation on bills of exchange or promissory notes made, drawn, accepted or endorsed by or on behalf of the Amalgamated Corporation or to affect, alter or restrict any power or authority conferred upon the directors by any other by-laws or resolutions of the Amalgamated Corporation.

- (d) The Amalgamated Corporation may, at any time and from time to time, purchase for cancellation or otherwise acquire any of its issued shares of any class or any of its warrants pursuant to the provisions of the Act at the lowest price and on the most favourable terms which, in the opinion of the board of directors of the Amalgamated Corporation, such shares or warrants are obtainable.

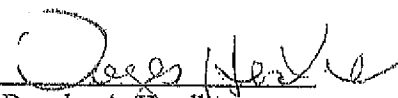
- (c) The Amalgamated Corporation has a lien on a share registered in the name of a shareholder or his legal representative for a debt of that shareholder to the Amalgamated Corporation.
14. The by-laws of Ariana shall, so far as is applicable, be the by-laws of the Amalgamated Corporation, until repealed, amended, altered or added to. These by-laws may be examined at the registered office of Ariana at 222 Bay Street, Suite 1800, Toronto, Ontario M5K 1H1.
15. Upon and effective from the date of the endorsement of the Certificate of Amalgamation under the Act:
- (a) the Amalgamating Corporations are amalgamated and continue as one corporation under the terms and conditions prescribed in this Amalgamation Agreement;
  - (b) the Amalgamating Corporations cease to exist as entities separate from the Amalgamated Corporation;
  - (c) the Amalgamated Corporation possesses all the property, rights, privileges and franchises and is subject to all liabilities, including civil, criminal and quasi-criminal, and all contracts, disabilities and debts of each of the Amalgamating Corporations;
  - (d) a conviction against, or ruling, order or judgment in favour or against an Amalgamating Corporation may be enforced by or against the Amalgamated Corporation;
  - (e) the Articles of Amalgamation are deemed to be the Articles of Incorporation of the Amalgamated Corporation and, except for the purposes of subsection 117(1) of the Act, the Certificate of Amalgamation is deemed to be the Certificate of Incorporation of the Amalgamated Corporation; and
  - (f) the Amalgamated 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 the Amalgamating Corporations before the amalgamation has become effective.
16. Upon each of the Amalgamating Corporations approving this Amalgamation Agreement in accordance with the provisions of the Act, subject to section 17 hereof, the parties hereto shall jointly file with the Director, Companies and Personal Property Security Branch, Ministry of Government Services, Articles of Amalgamation, in duplicate, for the purpose of bringing the amalgamation into effect.

*[remainder of page left blank intentionally]*

17. This Amalgamation Agreement may be terminated without cause or reason by the board of directors of any of the Amalgamating Corporations, notwithstanding the approval of this Amalgamation Agreement by the shareholders of any of the Amalgamating Corporations, at any time prior to the endorsement of a certificate of amalgamation under the Act.


**IN WITNESS WHEREOF** the parties hereto have executed this agreement as of the day and year first above written.

**ARIANA HOLDINGS INC.**

Per:   
Douglas A. Hendler  
President

*I have authority to bind the Corporation*

**D'ANGELO BRANDS LTD.**

Per:   
Dr. Bernard Sherman  
Chief Executive Officer

*I have authority to bind the Corporation*

**1540633 ONTARIO INC.**

Per:   
Dr. Bernard Sherman  
Chief Executive Officer

*I have authority to bind the Corporation*

## APPENDIX "1"

I. The rights, privileges, restrictions and conditions attaching to the Class A Common Shares are as follows:

(a) Voting

The holders of the Class A Common Shares shall be entitled to receive notice of and to attend all meetings of the shareholders of the Corporation and shall confer the right to one (1) vote for each share held at all meetings of shareholders of the Corporation, except for meetings at which only holders of another specified class or series of shares of the Corporation are entitled to vote separately as a class or series as provided in the *Business Corporations Act* (Ontario) as the same may be amended or re-enacted from time to time and the regulations made thereunder (the "Act").

(b) Dividends

Subject to the prior rights of the holders of the Class A Special Shares and to any other class of shares ranking senior to the Class A Common Shares, the holders of the Class A Common Shares shall be entitled to receive and the Corporation shall pay thereon, as and when declared by the board of directors of the Corporation out of moneys properly applicable to the payment of dividends, such dividends as the board of directors of the Corporation may from time to time declare, in their absolute discretion.

(c) Liquidation, Dissolution and Winding-up

In the event of the liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, or any other distribution of assets of the Corporation among its shareholders for the purpose of winding up its affairs, subject to the prior rights of the holders of the Class A Special Shares, the Class B Special Shares and to any other class of shares ranking senior to the Class A Common Shares, the holders of the Class A Common Shares shall be entitled to receive the remaining property and assets of the Corporation rateably with the holders of the Class B Common Shares.

II. The rights, privileges, restrictions and conditions attaching to the Class B Common Shares are as follows:

(a) Voting

The holders of the Class B Common Shares shall be entitled to receive notice of and to attend all meetings of the shareholders of the Corporation and shall confer the right to one (1) vote for each share held at all meetings of shareholders of the Corporation, except for meetings at which only holders of another specified class or series of shares of the Corporation are entitled to vote separately as a class or series as provided in the Act.

(b) Dividends

Subject to the prior rights of the holders of the Class A Special Shares and to any other class of shares ranking senior to the Class B Common Shares, the holders of the Class B Common Shares shall be entitled to receive and the Corporation shall pay thereon, as and when declared by the board of directors of the Corporation out of moneys properly applicable to the payment of dividends, such dividends as the board of directors of the Corporation may from time to time declare, in their absolute discretion.

(c) Liquidation, Dissolution and Winding-up

In the event of the liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, or any other distribution of assets of the Corporation among its shareholders for the purpose of winding up its affairs, subject to the prior rights of the holders of the Class A Special Shares, the Class B Special Shares and to any other class of shares ranking senior to the Class B Common Shares, the holders of the Class B Common Shares shall be entitled to receive the remaining property and assets of the Corporation ratably with the holders of the Class A Common Shares.

III. The rights, privileges, restrictions and conditions attaching to the Class A Special Shares are as follows:

(a) Voting Rights

The holders of the Class A Special Shares shall not, as such, be entitled to receive notice of or to attend any meeting of the shareholders of the Corporation and shall not be entitled to vote at any such meeting, except where the holders of a specified class or series of shares of the Corporation are entitled to vote separately as a class as provided in the Act. The holders of the Class A Special Shares shall, however, be entitled to notice of meetings of shareholders called for the purpose of authorizing the dissolution of the Corporation or the sale, lease or exchange of all or substantially all the property of the Corporation other than in the ordinary course of business of the Corporation under subsection 184(3) of the Act, as such subsection may be amended from time to time.

(b) Dividends

- (i) The holders of the Class A Special Shares, in priority to the holders of the Class A Common Shares and the Class B Common Shares and any other shares ranking junior to the Class A Special Shares, shall be entitled to receive and the Corporation shall pay thereon, as and when declared by the board of directors of the Corporation out of the moneys of the Corporation properly applicable to the payment of dividends, fixed, preferential, cumulative, cash dividends at the rate of \$.06 per share per annum payable quarterly, half-yearly or annually on dates to be fixed from time to time by the board of directors; such dividends shall accrue and be cumulative from the respective dates of issue of the Class A Special Shares. The board of directors of the Corporation shall be entitled to declare part of such preferential, cumulative cash dividends for any financial year notwithstanding that

such dividend for such financial year may not be declared in full. If on any dividend payment date the Corporation shall not have paid the said dividends in full on all Class A Special Shares then issued and outstanding, such dividends or the unpaid part thereof shall be paid on a subsequent date or dates determined by the board of directors of the Corporation. The holders of the Class A Special Shares shall not be entitled to any dividends other than or in excess of the fixed, preferential cumulative, cash dividends hereinbefore provided for.

- (ii) Except with the consent in writing of the holders of all the Class A Special Shares outstanding, no dividends shall at any time be declared or paid on or set apart for payment on the Class A Common Shares and the Class B Common Shares or on any shares of any other class of the Corporation ranking junior to the Class A Special Shares for any financial year, unless and until all dividends, up to and including the dividend payable on the last preceding dividend payment date, on the Class A Special Shares then issued and outstanding shall have been declared and paid or set apart for payment at the date of such declaration or payment or setting apart for payment.

(c) Redemption

- (i) Subject to the Act, the Corporation may redeem the whole or any part of the outstanding Class A Special Shares on payment for each share to be redeemed of the sum of \$1.00 per share, together with all unpaid cumulative dividends, whether or not declared, which for such purpose shall be treated as accruing up to but excluding the date of such redemption.
- (ii) Unless the holders of the Class A Special Shares to be redeemed have waived notice of redemption, the Corporation shall give not less than 30 days' notice in writing of the redemption by mailing to each person who, at the date of such mailing, is a registered holder of shares to be redeemed, a notice of the intention of the Corporation to redeem such Class A Special Shares. Such notice shall be mailed by ordinary prepaid post addressed to the last address of such holder as it appears on the records of the Corporation or, in the event of the address of any such holder not appearing on the records of the Corporation, then to the last known address of such holder; provided, however, that accidental failure or omission to give any such notice to one or more of such holders shall not affect the validity of such redemption. Such notice shall set out the redemption price and the date on which redemption is to take place and, if part only of the shares held by the person to whom it is addressed is to be redeemed, the number thereof so to be redeemed. On or after the date so specified for redemption the Corporation shall pay or cause to be paid to or to the order of the registered holders of the Class A Special Shares to be redeemed, the redemption price thereof on presentation and surrender of the certificates for the shares so called for redemption at such place or



places as may be specified in such notice, and the certificates for such shares shall thereupon be cancelled, and the shares represented thereby shall thereupon be redeemed.

- (iii) In case a part only of the outstanding Class A Special Shares is at any time to be redeemed, the shares so to be redeemed shall be selected by lot in such manner as the directors in their sole discretion shall determine or, if the board of directors so determines, shall be redeemed pro-rata, disregarding fractions, according to the number of Class A Special Shares held by each holder. If a part only of the Class A Special Shares represented by any certificate shall be redeemed, a new certificate for the balance shall be issued at the expense of the Corporation.
  - (iv) From and after the date specified for redemption in any such notice, the holders of the shares called for redemption shall cease to be entitled to dividends and shall not be entitled to exercise any rights in respect thereof, except to receive the redemption price, unless payment of the redemption price shall not be made by the Corporation in accordance with the foregoing provisions, in which case the rights of the holders of such shares shall remain unimpaired.
  - (v) The Corporation shall have the right at any time after the mailing of notice of its intention to redeem any Class A Special Shares as aforesaid, to deposit the redemption price for the Class A Special Shares so called for redemption or of such of the said shares represented by certificates which have not at the date of deposit been surrendered by the holders thereof in connection with such redemption, in a special account with any chartered bank or trust company in Canada named in the notice of redemption, such redemption price to be paid without interest to or to the order of the respective holders of such shares called for redemption upon presentation and surrender to such bank or trust company of the certificates representing the same. Upon such deposit being made, the Class A Special Shares in respect whereof such deposit shall have been made shall be redeemed and the rights of the holders thereof, after such deposit, shall be limited to receiving, without interest, their proportionate part of the total redemption price of the Class A Special Shares so deposited against presentation and surrender of the said certificates held by them respectively. Any interest allowed on any such deposit shall belong to the Corporation.
- (d) Retraction.
- (i) Subject to the Act and to paragraph (iv) below, a holder of Class A Special Shares shall be entitled, at his option and in the manner hereinafter provided, to require the Corporation to redeem at any time all or part of the Class A Special Shares registered in the name of such holder on the books of the Corporation upon payment for each share to be

redeemed of the sum of \$1.00 together with all unpaid cumulative dividends, whether or not declared, which for such purpose shall be treated as accruing up to but excluding the date of such redemption.

- (ii) A holder of Class A Special Shares exercising his option to have the Corporation redeem, shall tender to the Corporation at its registered office a notice in writing specifying (i) that the holder desires to have the whole or any part of the Class A Special Shares registered in his name redeemed by the Corporation and (ii) the business day, which shall not be less than 10 days nor more than 30 days from the date of mailing of the notice in writing, on which the holder desires to have the Corporation redeem the Class A Special Shares (the "Option Redemption Date"), together with the share certificates, if any, representing the Class A Special Shares which the registered holder desires to have the Corporation redeem. The holder of any Class A Special Shares may, with the consent of the Corporation, revoke such notice prior to the Option Redemption Date.
- (iii) Upon receipt of a notice and share certificates, the Corporation shall, on the Option Redemption Date, redeem the Class A Special Shares by paying to the registered holder an amount equal to the redemption price. If a part only of the Class A Special Shares represented by any certificate is redeemed, a new certificate for the balance shall be issued at the expense of the Corporation. Upon payment of the redemption price of the Class A Special Shares to be redeemed by the Corporation, the holders thereof shall cease to be entitled to dividends or to exercise any rights of holders in respect thereof.
- (iv) If the redemption by the Corporation on any Option Redemption Date of all of the Class A Special Shares to be redeemed, on such date would be contrary to any provisions of the Act or any other applicable law, the Corporation shall be obligated to redeem only the maximum number of Class A Special Shares which the Corporation determines it is then permitted to redeem, such redemptions to be made pro-rata (disregarding fractions of shares) according to the number of Class A Special Shares required by each such holder to be redeemed by the Corporation and the Corporation shall issue new certificates representing the Class A Special Shares not redeemed by the Corporation; the Corporation shall, before redeeming any other Class A Special Shares, redeem in the manner contemplated by paragraph 3 on the first day of each month thereafter the maximum number of such Class A Special Shares as would not then be contrary to any provisions of the Act or any other applicable law, until all of such shares have been redeemed, provided that the Corporation shall be under no obligation to give any notice to the holders of the Class A Special Shares in respect of such redemption or redemptions as provided for in paragraph (c).

(e) Purchase for Cancellation

Subject to the Act, the Corporation may at any time or times purchase for cancellation the whole or any part of the Class A Special Shares outstanding pursuant to tenders or, with the unanimous consent of the holders of all the Class A Special Shares, by private contract at the lowest price at which, in the opinion of the directors, those shares are obtainable but not exceeding the redemption price of the Class A Special Shares hereinbefore specified, together with all unpaid cumulative dividends, whether or not declared, which for such purpose shall be treated as accruing up to but excluding the date of such purchase. If, in response to an invitation for tenders, two (2) or more shareholders submit tenders at the same price and if such tenders are accepted by the Corporation in whole or in part, then unless the Corporation accepts all such tenders in whole, the Corporation shall accept such tenders in proportion as nearly as may be to the total number of Class A Special Shares offered in each tender (disregarding fractions). In the case of purchase of Class A Special Shares by private contract, the Corporation shall not be required to offer to purchase Class A Special Shares from all shareholders before proceeding to purchase from any one shareholder nor shall it be required to make such purchases on a pro rata basis. From and after the date of such purchase under the provisions of this paragraph, the shares so purchased shall be cancelled.

(f) Liquidation, Dissolution and Winding Up

In the event of the liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, or any other distribution of the assets of the Corporation among its shareholders for the purpose of winding up its affairs, the holders of the Class A Special Shares shall be entitled to receive an amount equal to \$1.00 in respect of each Class A Special Share held together with all unpaid cumulative dividends, whether or not declared, which shall have accrued thereon and which, for such purposes, shall be treated as accruing up to but excluding the date of such liquidation, dissolution or winding-up, before any distribution of any part of the assets of the Corporation among the holders of the common shares or shares of any other class ranking junior to the Class A Special Shares. Except as provided above, the holders of the Class A Special Shares shall not be entitled to any further participation in the assets of the Corporation.

IV. The rights, privileges, restrictions and conditions attaching to the Class B Special Shares are as follows:

(a) Voting

Subject to the provisions of the provisions of the Act, the holders of the Class B Special Shares shall not be entitled, as such, to attend or vote at any meeting of the shareholders of the Corporation.

(b) Dividends

The holders of the Class B Special Shares shall not be entitled to receive dividends thereon.

(c) Redemption by Corporation

Subject to the provisions of Act, the Corporation may, without the consent of the holders of the Class B Special Shares, redeem at any time and from time to time the whole or any part of the then outstanding Class B Special Shares on payment of (i) the fair market value of the Special Shares as of January 28, 2009, being the date of the reclassification of the prior issued and outstanding common shares of D'Angelo Brands Ltd. in respect of the Special Shares of D'Angelo Brands Ltd. issued as of that date; and (ii) the fair market value of the Special Shares as of February 12, 2009, being the date of the reclassification of the prior issued and outstanding common shares of 1540633 Ontario Inc. in respect of the Special Shares of 1540633 Ontario Inc. issued as of that date, all as determined by the Directors, such aggregate amount being herein referred to as the "Class B Special Share Redemption Amount".

In the case of redemption of Class B Special Shares under the provisions of 4 (c) hereof, the Corporation shall at least 15 days before the date specified for redemption mail to each person who at the date of mailing is a holder of Class B Special Shares to be redeemed a notice in writing of the intention of the Corporation to redeem such Class B Special Shares. Such notice shall be mailed by letter, postage prepaid, addressed to each such holder at his address as it appears on the records of the Corporation or in the event of the address of any such holder not so appearing then to the last known address of such holder; provided, however, that accidental failure to give any such notice to one or more of such holders shall not affect the validity of such redemption. Such notice shall set out the Class B Special Share Redemption Amount and the date on which redemption is to take place and if part only of the shares held by the person to whom it is addressed is to be redeemed the number thereof so to be redeemed. On or after the date so specified for redemption, the Corporation shall pay or cause to be paid to or to the order of the holders of the Class B Special Shares to be redeemed the Class B Special Share Redemption Amount thereof on presentation and surrender at the registered office of the Corporation or any other place designated in such notice of the certificates representing the Class B Special Shares called for redemption. Such payment shall be made by cheque payable at par at any branch of the Corporation's bankers in Canada. If a part only of the shares represented by any certificate be redeemed a new certificate for the balance shall be issued at the expense of the Corporation. From and after the date specified for redemption in any such notice, the holders of the Class B Special Shares called for redemption shall not be entitled to exercise any of the rights of holders of Class B Special Shares in respect thereof unless payment of the Class B Special Share Redemption Amount is not made upon presentation of certificates in accordance with the foregoing provisions, in which case the rights of the holders of the said Class B Special Shares shall remain unaffected. The Corporation shall have the right at any time after the mailing of notice of its intention to redeem any Class B Special Shares to deposit the Class B Special Share Redemption Amount of the shares so called for redemption or of such of the said shares represented by certificates as have not at the date of such deposit been surrendered by the holders thereof in connection with such redemption to a special account in any chartered bank or in any trust company in Canada, named in such notice, to be paid without interest to or to the order of the respective holders of such Class B Special Shares called for redemption upon presentation and surrender to such bank or trust company of the certificates representing the same, and upon such deposit being made or upon the date specified for redemption in such notice, whichever is the later, the Class B Special Shares in respect whereof such deposit shall have been made shall be redeemed and the rights of the

holders thereof after such deposit or such redemption date, as the case may be, shall be limited to receiving without interest their proportionate part of the total Class B Special Share Redemption Amount so deposited against presentation and surrender of the said certificates held by them respectively and any interest allowed on such deposit shall belong to the Corporation.

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