

ARRANGEMENT AGREEMENT

THIS AGREEMENT dated for reference the 27 day of November, 2019.

BETWEEN:

MOLECULE INC., a corporation duly incorporated under the *Business Corporations Act* (Ontario) and having its head office at 591 Reynolds Road, Lansdowne, Ontario, K0E 1L0

(hereinafter referred to as “**Molecule**”)

AND:

EVERTON RESOURCES INC., a company duly incorporated under the laws of Canada and having an address at 38 Scott Road, Chelsea, Québec J9B 1R5

Canada (hereinafter referred to as “**Everton**”)

WHEREAS:

(A) Molecule and Everton have entered into a letter agreement dated July 8, 2019 (the “**Letter Agreement**”) outlining the general terms and conditions of a proposed business combination between Molecule and Everton (the “**Business Combination**”), resulting in a reverse take-over of Everton by Molecule;

(B) Upon the terms and subject to the conditions set out in this Agreement, the parties hereto intend to effect the Business Combination pursuant to a statutory plan of arrangement under Section 182 of the *Business Corporations Act* (Ontario) (“**OBCA**”) on the terms set out in the Plan of Arrangement (as defined herein) on the basis of the following:

- (a) prior to the Effective Time, Everton will effect a consolidation (the “**Consolidation**”) of its issued and outstanding common shares on the basis of one (1) post-consolidation share for each ten (10) pre-consolidation shares issued and outstanding at the time of the Consolidation;
- (b) 72,800,100 shares of Everton (the “**Everton Shares**”), at a deemed value of \$0.30 per Everton Share, will be issued to the shareholders of Molecule (the “**Molecule Shareholders**”) in exchange for all of the shares of Molecule (the “**Molecule Shares**”) issued and outstanding as at the effective date of the Transaction (the “**Share Exchange**”);
- (c) pursuant to and as a consequence of the Share Exchange:

- i. Molecule will become a wholly-owned subsidiary of the Resulting Issuer;
 - ii. the property and liabilities of Molecule will become the property and liabilities of the Resulting Issuer;
 - iii. the Resulting Issuer will become the holder of all of the outstanding securities of Molecule;
- (d) prior to the Effective Date, Everton will create and issue preferred shares (the “**Preferred Shares**”), on the basis of one (1) Preferred Share for every Everton Share issued and outstanding on the Record Date;
- (e) the Resulting Issuer will be renamed “Molecule Holdings Inc” or other such name as may be determined by the board of directors of Molecule;
- (f) as conditions to Closing, which may be waived by Everton in whole or in part:
- i. creditors of Everton will convert \$323,100 of indebtedness (inclusive of interest) into an aggregate of 1,077,000 Everton Shares at a deemed issue price of \$0.30 per Everton Share (the “**Debt Conversion**”);
 - ii. Molecule will conduct a private placement for a minimum of \$2 million of Molecule Units (the “**Private Placement**”);
- (g) as a result of and concurrently with the Arrangement, Everton will cease to be listed on the Exchange (the “**Delisting**”) and become listed on the Canadian Securities Exchange (“**CSE**”).

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the premises and the respective covenants and agreements herein contained, the parties hereto covenant and agree as follows:

ARTICLE 1 – INTERPRETATION

Definitions

1.1 In this Agreement and the recitals hereto, unless something in the subject matter or context is inconsistent therewith:

“**1933 Act**” means the Securities Act of 1933 of the United States of America, as amended from time to time;

“**Advisory Agreement**” means an agreement dated June 13, 2019 and effective June 15, 2019 between Molecule and Gravititas Securities Inc. with respect to certain advisory services provided to Molecule;

“**Agreement**” means this Arrangement Agreement, including the Exhibits hereto as the same may be supplemented or amended from time to time;

“**Arrangement**” means an arrangement under the provisions of Section 182 of the OBCA, on the terms and conditions set forth in the Plan of Arrangement, as amended from time to time in accordance with its terms, the Plan of Arrangement and the Interim Order (once issued) or made at the direction of the Court in the Final Order with the prior written consent of Everton and Molecule, each acting reasonably;

“**Arrangement Shares**” means the Post-Consolidation Everton Shares to be issued pursuant to or as a result of the Arrangement;

“**Articles of Arrangement**” means the articles of arrangement of Molecule in respect of the Arrangement, to be filed with the Director after the Final Order is made;

“**CBCA**” means the *Canada Business Corporations Act*, as now enacted and as amended and the regulations thereto;

“**Closing**” means the closing of the Arrangement;

“**Closing Date**” means the date upon which Everton and Molecule agree in writing as the date upon which the Arrangement becomes effective, or, in the absence of such agreement, the day that is the 10th business day following the satisfaction or waiver of the conditions precedent in this Agreement, but in any event, no later than February 28, 2020, unless otherwise agreed between Everton and Molecule;

“**Consolidation**” means a consolidation of the Everton Shares on a one (1) post- consolidation share for ten (10) pre-consolidation shares (1:10) basis to be effected prior to the Effective Time;

“**Court**” means the Ontario Superior Court of Justice (Commercial List);

“**CSE**” means the Canadian Securities Exchange;

“**Depository**” means Computershare Investor Services Inc.;

“**Director**” means the Director appointed pursuant to Section 278 of the OBCA;

“**Dissent Rights**” means the rights of dissent in respect of the Arrangement described in the Plan of Arrangement;

“**Effective Date**” has the meaning set forth in Section 1.1 of the Plan of Arrangement;

“**Effective Time**” has the meaning set forth in Section 1.1 of the Plan of Arrangement;

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

“**Escrowed Shares**” means such number of Resulting Issuer Shares that may be subject to escrow pursuant to the policies of the CSE;

“**Everton Information Circular**” means the information circular to be sent to Everton Shareholders in connection with the Everton Meeting;

“**Everton Meeting**” means the special meeting of Everton Shareholders to be held to consider and, if thought fit, to approve the Share Exchange, Consolidation, the Name Change and the Articles of Amendment, together with such other matters as are required to effect the Arrangement;

“**Everton Options**” means all outstanding incentive stock options exercisable to acquire Everton Shares;

“**Everton Shareholders**” means holders of Everton Shares or Post-Consolidation Everton Shares, as the context requires;

“**Everton Shares**” means the common shares in the capital of Everton prior to giving effect to the Consolidation;

“**Everton Subsidiaries**” or “**Everton Subsidiary**” means collectively, Everton Minera Dominicana S.A. (Dominican Republic), Pan Caribbean Metals Inc. (British Virgin Islands), Dominican Metals Inc. (British Virgin Islands), Everton Dominicana (2014) Inc. (Ontario), Linear Gold Caribe S.A. (Dominican Republic), Hays Lake Gold Inc. (Canada);

“**Everton Warrants**” means all outstanding share purchase warrants exercisable to acquire Everton Shares;

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

“**Fairness Opinion**” means the opinion of the Financial Advisor to the effect that, as of the date of such opinion, the one (1) Post-Consolidation Everton Share to be received by the Molecule Shareholders for each one (1) Molecule Share, is fair, from a financial point of view, to the Molecule Shareholders;

“**Final Order**” means the final order of the Court approving the Arrangement, in form and substance acceptable to Everton and Molecule, each acting reasonably, granted pursuant to Section 182(5)(f) of the OBCA, after a hearing upon the procedural and substantive fairness of the terms and conditions of the Arrangement, as such order may be affirmed, amended, modified, supplemented or varied by the Court (with the consent of both Everton and Molecule, each acting reasonably) at any time prior to the Effective Date or, if appealed, as affirmed or amended (provided that any such amendment is acceptable to both Everton and Molecule, each acting reasonably) on appeal unless such appeal is withdrawn, abandoned or denied;

“**Financial Advisor**” means M Partners Inc.;

“**Interim Order**” means the interim order of the Court pursuant to section 182(5) to be issued following the application therefor contemplated by Section 2.2, after being informed of the intention to rely upon the Section 3(a)(10) Exemption, in form and substance acceptable to Everton

and Molecule, each acting reasonably, providing for, among other things, the calling and holding of the Molecule Meeting, as such order may be affirmed, amended, modified, supplemented or varied by the Court with the consent of both Everton and Molecule, each acting reasonably;

“**Letter Agreement**” has the meaning set forth in the Recitals;

“**Molecule Information Circular**” means the information circular to be sent to Molecule Shareholders in connection with the Molecule Meeting;

“**Molecule Meeting**” means the special meeting of Molecule Shareholders to be held to consider and, if thought fit, to approve the Arrangement, together with such other matters as are required to effect the Arrangement;

“**Molecule Options**” means all outstanding incentive stock options exercisable to acquire Molecule Shares;

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

“**Molecule Shareholders**” means holders of Molecule Shares;

“**Molecule Subsidiary**” means Burrard Bay Capital;

“**Molecule Units**” means units to be issued by Molecule pursuant to the Private Placement, each Molecule Unit consisting of one Molecule Share and a minimum of one-half of one Molecule Warrant, with final terms to be determined by the parties in the context of the market;

“**Molecule Warrants**” means the share purchase warrants entitling holders thereof to acquire the Molecule Shares;

“**Name Change**” means the proposed named change of the Resulting Issuer from “Everton Resources Inc.” to “Molecule Holdings Inc.”

“**OBCA**” means the *Business Corporations Act*, R.S.O. 1990, c. B. 16, as now enacted and as amended and the regulations thereto;

“**Ordinary Resolution**” means a resolution passed by a simple majority of the votes cast by the shareholders who voted in respect of that resolution;

“**Plan of Arrangement**” means the plan of arrangement set out as Exhibit I hereto and any amendment or variation thereto made in accordance with Section 6.1 hereof;

“**Post-Consolidation Everton Shares**” means the common shares in the capital of Everton after giving effect to the Consolidation;

“**Private Placement**” means the private placement of a minimum of \$2 million and a maximum of \$10 million of Molecule Units to be completed by Molecule concurrently with or prior to the Closing, or such higher maximum as Molecule may determine in its sole reasonable discretion. The issue price will be greater than or equal to \$0.30, which may be waived by Everton in whole

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or in part, depending on market conditions and subject to the approval of the Exchange \ Molecule and Everton have agreed that the closing of a minimum proceed of \$2 million under the Private Placement will be a condition to the Closing, which may be waived by Everton;

“**Record Date**” means the record date to be established by the board of directors of Everton for the purpose of the issuance of the Preferred Shares;

“**Resulting Issuer**” means the resulting issuer after completion of the Arrangement (which will be renamed Molecule Holdings Inc.);

“**Resulting Issuer Options**” has the meaning set forth in Section 4.3;

“**Resulting Issuer Shares**” means common shares in the capital of the Resulting Issuer;

“**Resulting Issuer Warrants**” has the meaning set forth in Section **Error! Reference source not found.**;

“**Section 3(a)(10) Exemption**” has the meaning set forth in Section 2.8;

“**Articles Amendment**” means the creation of a class of preferred shares in the capital of Everton by amending the articles of Everton under the CBCA;

“**Special Resolution**” means a resolution passed by a majority of not less than two-thirds of the votes cast by the shareholders who voted in respect of that resolution; and

Tax Act” means the *Income Tax Act* (Canada), as now enacted and as amended and the regulations thereto.

Headings

1.2 The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and will not affect the construction or interpretation of this Agreement. The terms “this Agreement”, “hereof”, “hereunder” and similar expressions refer to this Agreement and not to any particular Article or Section hereof and include any agreement supplemental hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles and Sections are to Articles and Sections of this Agreement.

Number

1.3 In this Agreement, unless something in the context is inconsistent therewith, words importing the singular number only will include the plural and vice versa, words importing the masculine gender will include the feminine and neuter genders and vice versa, words importing persons will include individuals, partnerships, associations, trusts, unincorporated organizations and corporations.

Date of Any Action

1.4 In the event that any date on which any action is required to be taken hereunder by any of the parties hereto is not a business day in the place where the action is required to be taken, such action will be required to be taken on the next succeeding day which is a business day in such place.

Entire Agreement

1.5 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 supersedes the Letter Agreement and all other prior agreements, understandings, negotiations and discussions, whether oral or written, among the parties with respect to the subject matter hereof.

ARTICLE 2 - ARRANGEMENT

Arrangement

2.1 The parties agree to effect the Arrangement on the terms and subject to the conditions contained in this Agreement and the Plan of Arrangement.

Implementation of the Arrangement

2.2 Molecule, with the assistance of Everton as may be required, will, as soon as reasonably practicable, apply to the Court pursuant to Section 182(5) of the OBCA for the Interim Order.

2.3 If the approvals as required under the Interim Order are obtained, as soon as reasonably practicable thereafter, Everton and Molecule will take the necessary steps to submit the Arrangement to the Court and apply for the Final Order.

2.4 Subject to obtaining the Final Order and the satisfaction or waiver of any other conditions provided for in Article 5 (other than conditions that by their terms cannot be satisfied until the Effective Date, but subject to the satisfaction or, when permitted, waiver of those conditions as of the Effective Date), Molecule, with the assistance of Everton as may be required, will promptly cause to be filed all necessary documentation and take all steps and actions necessary to give effect to the Arrangement and carry out the terms of the Plan of Arrangement applicable to it, including the filing of the Articles of Arrangement.

Interim Order

2.5 The application referred to in Section 2.2 will, unless Everton and Molecule otherwise agree, include a request that the Interim Order provide, among other things:

- (a) for the class(es) of persons to whom notice is to be provided in respect of the Arrangement and the Molecule Meeting and for the manner in which such notice is to be provided;



- (b) that the requisite approval for the Arrangement Resolution will be two-thirds of the votes cast on the Arrangement Resolution by Molecule Shareholders present in person or represented by proxy at the Molecule Meeting, each Molecule Share entitling the holder thereof to one vote on the Arrangement Resolution;
- (c) that, in all other respects, the terms, restrictions and conditions of Molecule's constating documents as in effect as of the date hereof, including quorum requirements and all other matters, will apply in respect of the Molecule Meeting;
- (d) for the grant of the Dissent Rights to registered holders of Molecule Shares;
- (e) for the notice requirements with respect to the presentation of the application to the Court for the Final Order;
- (f) that the Molecule Meeting may be adjourned or postponed from time to time by Molecule, subject to the provisions of this Agreement, without the need for additional approval of the Court;
- (g) that it is Molecule's intention to rely upon the Section 3(a)(10) Exemption;
- (h) confirmation of the record date for the purposes of determining the Molecule Shareholders entitled to receive material and vote at the Molecule Meeting in accordance with the Interim Order;
- (i) that the record date for Molecule Shareholders entitled to notice of, and to vote at, the Molecule Meeting will not change in respect of any adjournment(s) or postponement(s) of the Molecule Meeting; and
- (j) for such other matters as Everton or Molecule may agree or may reasonably require.

Payment of Consideration

2.6 Everton will, following receipt of the Final Order and on or prior to the Effective Time, deposit in escrow with the Depository sufficient Everton Post-Consolidation Shares to satisfy the consideration payable to the Molecule Shareholders pursuant to the Plan of Arrangement (other than Molecule Shareholders exercising Dissent Rights and who have not withdrawn their notice of objection).

Withholding Rights

2.7 Notwithstanding anything in this Agreement or the Plan of Arrangement to the contrary, Molecule, Everton or the Depository, as the case may be, will be entitled to deduct or withhold from any amount otherwise payable to any person pursuant to this Agreement or the Plan of Arrangement and from all dividends or other distributions or other payments otherwise payable to any former securityholder of Everton or Molecule, such amounts as are required to be deducted or withheld with respect to the making of such payment under the Tax Act or any provision of applicable local, state, provincial or foreign tax law, in each case, as amended, or the administrative practice of the relevant governmental entity administering such law. To the extent that amounts

are so deducted or withheld, such withheld amounts will be treated for all purposes of this Agreement and the Plan of Arrangement as having been paid or credited to the person, in respect of which such deduction or withholding was made, provided that such deducted or withheld amounts are actually remitted to the appropriate governmental entity in accordance with applicable laws.

U.S. Securities Law Matters

2.8 The parties agree that the Arrangement will be carried out with the intention that all Resulting Issuer Shares issued under the Arrangement to Molecule Shareholders resident in the United States will be issued in reliance on the exemption from the registration requirements of the *United States Securities Act of 1933* (the “**1933 Act**”) provided by Section 3(a)(10) of the 1933 Act (the “**Section 3(a)(10) Exemption**”). In order to ensure the availability of the Section 3(a)(10) Exemption, the parties agree that the Arrangement will be carried out on the following basis:

- (a) the Arrangement will be subject to the approval of the Court;
- (b) the Court will be advised as to the intention of the parties to rely on the Section 3(a)(10) Exemption prior to the hearing required to approve the Arrangement;
- (c) the Court will be required to satisfy itself as to the fairness of the Arrangement to the Molecule Shareholders and Everton Shareholders subject to the Arrangement;
- (d) the Court will have determined, prior to approving the Arrangement, that the terms and conditions of the exchanges of securities under the Arrangement are fair to the Molecule Shareholders and Everton Shareholders entitled to Resulting Issuer Shares pursuant to the Arrangement;
- (e) the Final Order will expressly state that the Arrangement is approved by the Court as being fair to the Molecule Shareholders and Everton Shareholders entitled to Resulting Issuer Shares pursuant to the Arrangement;
- (f) Molecule and Everton will respectively ensure that each Molecule Shareholder and each Everton Shareholder entitled to Resulting Issuer Shares pursuant to the Arrangement will be given adequate notice advising them of their right to attend the hearing of the Court at which approval of the Arrangement will be sought and providing them with sufficient information necessary for them to exercise that right; and
- (g) the Interim Order will specify that each Molecule Shareholder and each Everton Shareholder entitled to Resulting Issuer Shares pursuant to the Arrangement will have the right to appear before the Court so long as they enter an appearance within a reasonable time.

ARTICLE 3 - REPRESENTATIONS AND WARRANTIES

Representations and Warranties of Everton

3.1 Everton represents and warrants to Molecule as follows and acknowledges that Molecule is relying upon such representations and warranties in connection with the transactions contemplated herein:

- (a) each of Everton and the Everton Subsidiaries is a company duly organized, validly existing and in good standing under the laws of its own jurisdiction and has the corporate power to own or lease its property and assets and to carry on its business as now conducted by it, is duly licensed or qualified as a foreign corporation in each jurisdiction in which the character of the property and assets now owned by it or the nature of its business as now conducted by it requires it to be so licensed or qualified (save where failure to have such license or qualification is not or would not reasonably be expected to result in a material adverse effect on the operations of Everton) and has the corporate power to enter into this Agreement and perform its obligations hereunder;
- (b) the authorized capital of Everton consists of an unlimited number of common shares of which at the date hereof, 93,134,470 Everton Shares are issued and outstanding as fully paid and non-assessable, 16,267,500 Everton Shares are issuable on exercise of all outstanding Everton Warrants and 3,300,000 Everton Shares are issuable on exercise of all outstanding Everton Options;
- (c) the authorized capital of the Everton Subsidiaries consist of an unlimited number of common shares of which as of the date hereof only one common share is issued and outstanding as fully paid and non-assessable and is held by Everton;
- (d) except as described in Section 3.1(b) above, and as contemplated by this Agreement, no person has any agreement, option, understanding or commitment (including convertible securities, warrants or convertible obligations of any nature) for the purchase or issue of or conversion into any of the unissued Everton Shares or unissued common shares of the Everton Subsidiaries;
- (e) the financial statements of Everton appearing on www.sedar.com and the financial statements of Everton to be contained in the Everton Information Circular present fairly the financial position of Everton at the relevant dates and the results of its operations and the changes in its financial position for the periods indicated in the said statements, and have been prepared in accordance with accounting principles generally accepted in Canada consistently applied (except as to changes in accounting policies publicly disclosed by Everton);
- (f) there are reasonable grounds for believing that no creditor of Everton or the Everton Subsidiaries will be materially prejudiced by the Arrangement;
- (g) each of Everton and the Everton Subsidiaries is presently able to pay its liabilities as they become due;

- (h) the execution and delivery of this Agreement and the consummation of the Arrangement does not and will not:
 - (i) conflict with, result in a breach of or violate any term or provision of the constating documents of Everton or the Everton Subsidiaries;
 - (ii) conflict with, result in a breach of, constitute a default under, trigger or accelerate or permit the triggering or the acceleration of the performance required by, any agreement, instrument, licence, permit or authority to which Everton or an Everton Subsidiary is a party or by which it is bound or to which any property of Everton or an Everton Subsidiary is subject or result in the creation of any lien, charge or encumbrance upon any of the assets of Everton or of an Everton Subsidiary under any such agreement or instrument, or give to others any material interest or rights, including rights of purchase, termination, cancellation, triggering or acceleration, entitle them to payments not otherwise payable or the issuance of securities not otherwise issuable under any such agreement, instrument, licence, permit or authority; or
 - (iii) violate any provision of law or administrative regulation or any judicial or administrative order, award, judgment or decree applicable to Everton or an Everton Subsidiary;
- (i) the execution and delivery of this Agreement has been duly approved by an independent committee of the board of directors of each of Everton and the Everton Subsidiaries. This Agreement has been duly executed and delivered by Everton and the Everton Subsidiaries and constitutes a legal, valid and binding obligation of Everton and the Everton Subsidiaries, enforceable against each in accordance with its terms, subject to the qualification that such enforceability may be limited by bankruptcy, insolvency, reorganization or other laws of general application relating to or affecting rights of creditors and that equitable remedies, including specific performance, are discretionary;
- (j) other than as contemplated herein, there are no agreements, covenants, undertakings or other commitments of Everton, an Everton Subsidiary or any partnership or joint venture in which it is a partner or participant or any instruments binding on any of them or any of their respective properties;
- (k) neither Everton nor any Everton Subsidiary has incurred or will incur any liability for brokerage fees, finder's fees, agent's commissions or other similar forms of compensation in connection with this Agreement or the Arrangement;
- (l) there are no actions, suits, proceedings or investigations commenced, or, to the best of its knowledge, contemplated or threatened against or affecting Everton or the Everton Subsidiaries or before or by any person or before any arbitrator of any kind;
- (m) there are no known or anticipated liabilities of Everton or an Everton Subsidiary of any kind whatsoever (including absolute, accrued or contingent liabilities) nor any



commitments whether or not determined or determinable, in respect of which Everton is or may become liable other than the liabilities disclosed in Section 3.1(bb) or incurred in compliance with Section 3.1(ee);

- (n) Everton does not have any subsidiaries other than the Everton Subsidiaries, which are wholly-owned by Everton;
- (o) Everton has no material assets other than those assets disclosed in its continuous disclosure documents filed under its profile on www.sedar.com, or liabilities other than those disclosed in its financial statements filed under its profile on www.sedar.com, and is not a party to any material agreement other than this Agreement, ancillary agreements reasonably necessary to complete the Arrangement, and those material agreements disclosed in its continuous disclosure documents filed under its profile on www.sedar.com;
- (p) the Everton Subsidiaries have no material assets or liabilities, and are not party to any agreement other than this Agreement and ancillary agreements reasonably necessary to complete the Arrangement;
- (q) Everton is the owner of and has good and marketable title to all of its material assets, free and clear of all Encumbrances, except for those disclosed in its continuous disclosure documents filed under its profile on www.sedar.com;
- (r) neither Everton nor any of the Everton Subsidiaries is party to any lease, management or service agreement that cannot be immediately terminated without notice or penalty or both;
- (s) the corporate records and minute books of Everton and each of the Everton Subsidiaries as required to be maintained by it under the laws of its jurisdiction of incorporation are up to date and contain complete and accurate minutes of all meetings of its directors and shareholders and all resolutions consented to in writing;
- (t) the financial books, records and accounts of Everton and the Everton Subsidiaries have, in all material respects, been maintained in accordance with applicable law, in accordance with International Financial Reporting Standards and, in each case, are stated in reasonable detail and accurately and fairly reflect the material transactions of Everton and the Everton Subsidiaries;
- (u) each of Everton and the Everton Subsidiaries has duly filed on a timely basis all tax returns required to be filed by it and has paid all taxes which are due and payable, and has paid all assessments and reassessments, and all other taxes, governmental charges, penalties, interest and fines due and payable on or before the date hereof; adequate provision has been made for taxes payable for the current period for which tax returns are not yet required to be filed; there are no agreements, waivers or other arrangements providing for an extension of time with respect to the filing of any tax return by, or payment of any tax, governmental charge or deficiency against Everton or any of the Everton Subsidiaries; to the knowledge of Everton, there are

no actions, suits, proceedings, investigations or claims now threatened or pending against Everton or any of the Everton Subsidiaries in respect of taxes, governmental charges or assessments, or any matters under discussion with any governmental authority relating to taxes, governmental charges or assessments asserted by any such authority;

- (v) to the knowledge of Everton, each of Everton and the Everton Subsidiaries has withheld from each payment made to any of its officers, directors, former directors and employees the amount of all taxes including, but not limited to, income tax and other deductions required to be withheld therefrom and has paid the same to the proper tax and other receiving officers within the time required under any applicable tax legislation;
- (w) the Everton Shares are listed and posted for trading on the Exchange and on no other stock exchange, but were halt traded on July 9, 2019 in connection with the announcement of the Arrangement;
- (x) Everton is not, and will not be at the Effective Time, a “non-resident” as that term is used for the purposes of the Tax Act;
- (y) Everton is a reporting issuer in British Columbia, Alberta, Ontario and Quebec, has not been the subject of a cease trade order or investigation under the securities legislation in British Columbia, Alberta, Ontario and Quebec, has not been the subject of any investigation by the Exchange (or its predecessors) or any other regulatory or administrative authority or body, is current with all filings required to be made under the securities legislation in British Columbia, Alberta, Ontario and Quebec, and there are no material deficiencies in the filing of any documents or reports with the Exchange or with the securities commissions in British Columbia, Alberta, Ontario and Quebec that would cause it to be placed on the defaulting reporting issuers list or shown as being in default on a similar list;
- (z) neither Everton nor any of the Everton Subsidiaries has sold or otherwise disposed of or entered into any agreement to sell or otherwise dispose of any of its assets;
- (aa) there has been no material adverse change in the business or condition, financial or otherwise of Everton from that shown in the financial statements referred to in Section 3.1(e);
- (bb) as of July 31, 2019, Everton had current assets of \$4,066 and current liabilities of \$405,698, for a net working capital deficiency of \$401,632;
- (cc) all of Everton’s public filings at www.sedar.com are true, current and complete in all material respects;
- (dd) other than as disclosed in its continuous disclosure documents filed under its profile on www.sedar.com, there are no agreements or other transactions currently in place between Everton or any of the Everton Subsidiaries, on the one hand, and (i) any officer or director of Everton or any of the Everton Subsidiaries, (ii) any holder of

record or beneficial owner of 10% or more of the Everton Shares, or (iii) any affiliate or associate of any such officer, director, holder of record or beneficial owner, on the other hand; and

- (ee) since July 8, 2019, the business of Everton has been carried on in its usual and ordinary course and Everton has not entered into any transaction or incurred any liability without the prior written approval of Molecule other than transactions or liabilities with a value of \$5,000 or less in the aggregate or in relation to the completion of the terms of this Agreement.

Representations and Warranties of Molecule

3.2 Molecule represents and warrants to Everton and the Everton Subsidiaries as follows and acknowledges that Everton and the Everton Subsidiaries are relying upon such representations and warranties in connection with the transactions contemplated herein:

- (a) each of Molecule and the Molecule Subsidiary is a corporation duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation, and has the corporate power to own or lease its property and assets and to carry on its business as now conducted by it, is duly licensed or qualified as a foreign corporation in each jurisdiction in which the character of the property and assets now owned by it or the nature of its business as now conducted by it requires it to be so licensed or qualified (save where failure to have such license or qualification is not or would not reasonably be expected to result in a material adverse effect on the operations of Molecule or the Molecule Subsidiary) and has the corporate power to enter into this Agreement and perform its obligations hereunder;
- (b) the authorized capital of Molecule consists of an unlimited number of Class A, Class B, Class C, Class D and Class E common shares and Class F, Class G, Class H, Class I and Class J Preference Shares, of which as at the date hereof 72,800,000 Class A Common Shares and 100 Class B Common Shares, together comprising the Molecule Shares, are issued and outstanding, 2,500,000 Molecule Shares are issuable on exercise of all outstanding Molecule Options, 900,000 common shares are issuable in aggregate pursuant to the Advisory Agreement in consideration for such service, issuable as to 300,000 on December 15, 2019, 300,000 on March 15, 2019 and 300,000 on June 15, 2019. Molecule has no other securities exercisable or exchangeable for, or convertible into, or other rights to acquire Molecule Shares as at the date of this Agreement.
- (c) the authorized capital of the Molecule Subsidiary consists of an unlimited number of common shares of which, as of the date hereof, 63,300,001 common shares are issued and outstanding as fully paid and non-assessable and are held by Molecule;
- (d) except as described in Section 3.2(b) above and as contemplated by this Agreement, no person has any agreement, option, understanding or commitment (including convertible securities, warrants or convertible obligations of any nature) for the

purchase or issue of or conversion into any of the unissued Molecule Shares or the unissued shares of the Molecule Subsidiary;

- (e) the audited financial statements of Molecule delivered to Everton as at and for the financial year ended October 31, 2019 and the audited financial statements of Molecule delivered to Everton for the nine-month period ended July 31, 2019 present fairly the financial position of Molecule at such date and the results of its operations and the changes in its financial position for the period indicated in the said statements and have been prepared in accordance with International Financial Reporting Standards;
- (f) there are reasonable grounds for believing that no creditor of Molecule or the Molecule Subsidiary will be prejudiced by the Arrangement;
- (g) the execution and delivery of this Agreement and the consummation of the Arrangement do not and will not:
 - (i) conflict with, result in a breach of or violate any term of provision of the constating documents of Molecule;
 - (ii) conflict with, result in a breach of, constitute a default under, trigger or accelerate or permit the triggering or acceleration of the performance required by, any agreement, instrument, licence, permit or authority to which Molecule or the Molecule Subsidiary is a party or by which it is bound or to which any property of Molecule or the Molecule Subsidiary is subject or result in the creation of any lien, charge or encumbrance upon any of the assets of Molecule or the Molecule Subsidiary under any such agreement or instrument, or give to others any material interest or rights, including rights of purchase, termination, cancellation, triggering or acceleration, entitle them to payments not otherwise payable or the issuance of securities not otherwise issuable under any such agreement, instrument, licence, permit or authority; or
 - (iii) violate any provision of law or administrative regulation or any judicial or administrative order, award, judgment or decree applicable to Molecule or the Molecule Subsidiary;
- (h) the execution and delivery of this Agreement has been duly approved by an independent member of the board of directors of Molecule. This Agreement has been duly executed and delivered by Molecule and constitutes a legal, valid and binding obligation of Molecule, enforceable against it in accordance with its terms, subject to the qualification that such enforceability may be limited by bankruptcy, insolvency, reorganization or other laws of general application relating to or affecting rights of creditors and that equitable remedies, including specific performance, are discretionary;
- (i) there are no agreements, covenants, undertakings or other commitments of Molecule, the Molecule Subsidiary or any partnership or joint venture in which

Molecule is a partner or participant or any instruments binding on any of them or any of their respective properties:

- (i) under which the consummation of the Arrangement would have the effect of imposing restrictions or obligations on Molecule, the Molecule Subsidiary or any such partnership or joint venture materially greater than those imposed upon Molecule, the Molecule Subsidiary or any such partnership or joint venture at the date hereof;
- (ii) that would give a third party, as a result of the Arrangement, a right to terminate any material agreement, or a right to acquire Molecule's interest in any material agreement, to which Molecule, the Molecule Subsidiary or any such partnership or joint venture is a party or to purchase any of their respective assets;
- (iii) under which the consummation of the Arrangement would impose material restrictions on the ability of Molecule or the Molecule Subsidiary to carry on its business, as currently conducted, within any geographical area, to acquire property or dispose of its property and assets in their entirety or to change its corporate status; or
- (iv) under which the consummation of the Arrangement would impose material restrictions on the ability of Molecule or the Molecule Subsidiary to borrow money or to mortgage and pledge its property as security therefor;
- (j) there are no actions, suits, proceedings or investigations commenced, or, to the best of its knowledge, contemplated or threatened against or affecting Molecule or the Molecule Subsidiary or before or by any person or before any arbitrator of any kind;
- (k) other than the Advisory Agreement, there are no known or anticipated material liabilities of Molecule of any kind whatsoever (including absolute, accrued or contingent liabilities) nor any commitments whether or not determined or determinable, in respect of which Molecule is or may become liable other than the liabilities disclosed to Everton in writing or incurred in the ordinary course of business;
- (l) Molecule has no subsidiaries other than the Molecule Subsidiary. Molecule does not own a direct or indirect voting or equity interest in any person other than the Molecule Subsidiary and has no agreement or other commitment to acquire such interest. All of the outstanding shares of the Molecule Subsidiary are validly issued, fully paid and non-assessable and free of preemptive rights to the extent such concepts exists under applicable laws. Except pursuant to restrictions on transfer contained in the constating documents of the Molecule Subsidiary, the outstanding shares of the Molecule Subsidiary are owned free and clear of all encumbrances, and Molecule is not liable to any creditor in respect thereof.
- (m) the corporate records and minute books of each of Molecule and the Molecule Subsidiary as required to be maintained by it under the laws of its jurisdiction of

incorporation are up to date and contain complete and accurate minutes of all meetings of its directors and shareholders and all resolutions consented to in writing;

- (n) the financial books, records and accounts of Molecule have, in all material respects, been maintained in accordance with applicable law, in accordance with International Financial Reporting Standards and, in each case, are stated in reasonable detail and accurately and fairly reflect the material transactions of Molecule;
- (o) other than as disclosed in the financial statements referred to in Section 3.2(e), each of Molecule and the Molecule Subsidiary owns good and marketable title to its property interests and assets free and clear of any and all mortgages, liens, pledges, charges, security interests, encumbrances, actions, claims or demands of any nature whatsoever or howsoever other than such mortgages, liens, pledges, charges, security interests, encumbrances, actions, claims or demands that do not or would not reasonably be expected to have a material adverse effect on the operations, properties, assets or financial condition of Molecule and the Molecule Subsidiary, taken as a whole;
- (p) each of Molecule and the Molecule Subsidiary has duly filed on a timely basis all tax returns required to be filed by it that would result in taxes; adequate provision has been made for taxes payable for the current period for which tax returns are not yet required to be filed; there are no agreements, waivers or other arrangements providing for an extension of time with respect to the filing of any tax return by, or payment of any tax, governmental charge or deficiency against Molecule or the Molecule Subsidiary; to the best of the knowledge of Molecule, there are no actions, suits, proceedings, investigations or claims now threatened or pending against Molecule and the Molecule Subsidiary in respect of taxes, governmental charges or assessments, or any matters under discussion with any governmental authority relating to taxes, governmental charges or assessments asserted by any such authority;
- (q) to the best of the knowledge of Molecule, Molecule has withheld from each payment made to any of its officers, directors, former directors and employees the amount of all taxes including, but not limited to, income tax and other deductions required to be withheld therefrom and has paid the same to the proper tax and other receiving officers within the time required under any applicable tax legislation;
- (r) Molecule is not, and will not be at the time of the Arrangement, a “non-resident” as that term is used for the purposes of the Tax Act;
- (s) Molecule has not, since July 8, 2019, sold or otherwise disposed of or entered into any agreement to sell or otherwise dispose of any of its material assets;

- (t) there has been no material adverse change in the business or condition, financial or otherwise of Molecule from that shown in the financial statements referred to in Section 3.2(e);
- (u) Molecule is not a reporting issuer in any jurisdiction, has not been the subject of a cease trade order or investigation under the securities legislation in any jurisdiction, has not been the subject of any investigation by any other regulatory or administrative authority or body, is current with all filings required to be made under the securities legislation and there are no material deficiencies in the filing of any documents or reports with any securities regulatory authorities;
- (v) other than as will be disclosed in the Molecule Information Circular, there are no agreements or other transactions currently in place between Molecule or the Molecule Subsidiary, on the one hand, and (i) any officer or director of Molecule or the Molecule Subsidiary, (ii) any holder of record or beneficial owner of 10% or more of the Molecule Shares, or (iii) any affiliate or associate of any such officer, director, holder of record or beneficial owner, on the other hand;
- (w) each of Molecule and the Molecule Subsidiary maintains insurance against loss or damage in respect of its assets, business and operations, with responsible insurers on a basis consistent with insurance obtained by reasonably prudent participants in comparable businesses;
- (x) Molecule is not aware of any legislation, or proposed legislation published by a legislative body, which it anticipates will materially and adversely affect the business, affairs, operations, assets, liabilities (contingent or otherwise) or prospects of Molecule or the Molecule Subsidiary;
- (y) Molecule and the Molecule Subsidiary own and possess adequate enforceable rights to use all trademarks, patents, copyrights and trade secrets used or proposed to be used in the conduct of the business thereof and, to the best of Molecule's knowledge, after due inquiry, neither Molecule nor the Molecule Subsidiary is infringing upon the rights of any other person with respect to any such trademarks, patents, copyrights or trade secrets and, no person has infringed any such trademark, patents, copyrights or trade secrets;
- (z) each of Molecule and the Molecule Subsidiary has conducted and is conducting its business in compliance in all material respects with all applicable Laws of each jurisdiction in which it carries on business and with all Laws material to its operation, and neither Molecule nor the Molecule Subsidiary has received any notice of the revocation or cancellation of, or any intention to revoke or cancel, any of the licenses, leases or other instruments conferring rights to Molecule or the Molecule Subsidiary for the conduct of their business;
- (aa) to the knowledge of Molecule, after due inquiry, all activities of Molecule and the Molecule Subsidiary have been, up to and including the date hereof, conducted in

compliance, in all material respects, with any and all applicable Laws, including, without limitation, Environmental Laws as defined below;

- (bb) to the knowledge of Molecule, any and all material agreements pursuant to which Molecule or the Molecule Subsidiary holds any of their material assets are valid and subsisting agreements in full force and effect, enforceable in accordance with their respective terms, neither Molecule nor the Molecule Subsidiary is in default of any of the material provisions of any such agreements including, without limitation, failure to fulfil any payment or work obligation thereunder nor has any such default been alleged, Molecule is not aware of any material disputes with respect thereto and such assets are in good standing under the applicable statutes and regulations of the jurisdictions in which they are situated, all leases, licenses and concessions pursuant to which Molecule and the Molecule Subsidiary derive their interests in such material assets are in good standing and there has been no material default under any such leases, licenses and concessions and all real or other property taxes required to be paid with respect to such assets to the date hereof have been paid;
- (cc) to the knowledge of Molecule, after due inquiry, all the properties in which Molecule or the Molecule Subsidiary have any freehold, leasehold, license or other interest are free and clear of any hazardous or toxic material, pollution, or other adverse environmental conditions which may give rise to any and all claims, actions, causes of action, damages, losses, liabilities, obligations, penalties, judgments, amounts paid in settlement, assessments, costs, disbursement or expenses (including, without limitation, attorneys' fees and costs, experts' fees and costs, and consultant's fees and costs) of any kind or of any nature whatsoever that are asserted against Molecule or the Molecule Subsidiary, alleging liability (including, without limitation, liability for studies, testing or investigatory costs, cleanup costs, response costs, removal costs, remediation costs, contaminant costs, restoration costs, corrective action costs, closure costs, reclamation costs, natural resource damages, property damages, business losses, personal injuries, penalties or fines) arising out of, based on or resulting from (i) the presence, release, threatened release, discharge or emission into the environment of any hazardous materials or substances existing or arising on, beneath or above properties and/or emanating or migrating and/or threatening to emanate or migrate from such properties to off-site properties; (ii) physical disturbance of the environment; and (iii) the violation or alleged violation of all applicable Laws aimed at reclamation or restoration of such properties; abatement of pollution; protection of the environment, protection of wildlife, including endangered species; ensuring public safety from environmental hazards; protection of cultural and historic resources; management, storage or control of hazardous materials and substances; releases or threatened releases of pollutants, contaminants, chemicals or industrial, toxic or hazardous substances as wastes into the environment, including without limitation, ambient air, surface water and groundwater; and all other applicable Laws relating to the manufacturing, processing, distribution, use, treatment, storage, disposal, handling or transport of pollutants, contaminants, chemicals or industrial, toxic or hazardous substances or wastes (collectively, "**Environmental Laws**"); and to the

knowledge of Molecule, after due inquiry, all environmental approvals required pursuant to Environmental Laws with respect to activities carried out on any part of the lands covered by such properties, have been obtained, are valid and in full force and effect and have been complied with; and there are no proceedings commenced or threatened to revoke or amend any such environmental approvals;

- (dd) to the knowledge of Molecule, there are no outstanding labour disputes, (whether filed or lodged with Molecule or the Molecule Subsidiary or any other person or organization), pending labour disruptions or pending unionization with respect to Molecule or the Molecule Subsidiary;
- (ee) neither Molecule nor the Molecule Subsidiary is bound by or a party to any collective bargaining agreement;
- (ff) there is not, in the constating documents or in any agreement, mortgage, note, debenture, indenture or other instrument or document to which Molecule or the Molecule Subsidiary is a party, any restriction upon or impediment to the declaration or payment of dividends by the directors of Molecule or the Molecule Subsidiary or the payment of dividends by Molecule or the Molecule Subsidiary to the holders of their securities;
- (gg) except as disclosed in the Molecule Financial Statements, neither Molecule nor the Molecule Subsidiary is party to any loan, bond, debenture, promissory note or other instrument evidencing indebtedness (demand or otherwise) for borrowed money ("**Debt Instrument**") or any agreement contract or commitment to create, assume or issue any Debt Instrument;
- (hh) neither Molecule nor the Molecule Subsidiary is a party to or bound or affected by any commitment, agreement or document containing any covenant which expressly limits the freedom of Molecule nor the Molecule Subsidiary to compete in any line of business, or to transfer or move any of its assets or operations or which materially or adversely affects the business practices, operations or condition of Molecule or the Molecule Subsidiary or which would prohibit or restrict Molecule nor the Molecule Subsidiary from entering into and completing the Business Combination;
- (ii) neither Molecule nor the Molecule Subsidiary is a party to any agreement, nor is Molecule or the Molecule Subsidiary aware of any agreement, which in any manner affects the voting control of any of the Molecule Shares or other securities of Molecule or the Molecule Subsidiary;
- (jj) neither Molecule nor the Molecule Subsidiary is aware of any pending or contemplated change to any applicable Law or governmental position that would materially affect the business of Molecule or the Molecule Subsidiary taken as a whole or the legal environments under which Molecule and the Molecule Subsidiary operate; and
- (kk) to the best of Molecule's knowledge, no representation, warranty or statement of Molecule in this Agreement contains or will contain at the Effective Time any



untrue statement of a material fact or omits or will omit to state any material fact necessary to make the statements contained herein or therein, in light of the circumstances under which made, not misleading.

Survival of Representations and Warranties

3.3 No investigation by or on behalf of any party prior to the execution of this Agreement will mitigate, diminish or affect the representations and warranties made by the other parties. The representations and warranties of the parties contained in this Agreement will not survive the completion of the Arrangement and will expire and be terminated on the earlier of the Effective Time and the date on which this Agreement is terminated in accordance with its terms.

ARTICLE 4 – COVENANTS

Covenants of Everton

4.1 Each of Everton and the Everton Subsidiaries hereby covenants and agrees as follows:

- (a) until the Effective Date, it will carry on its business in the ordinary course, except as otherwise contemplated in this Agreement or as agreed to between the parties in writing or as required by applicable laws upon prior notice, if reasonable, to Molecule;
- (b) until the Effective Date, it will not merge into or with, or amalgamate or consolidate with, or enter into any other corporate reorganization with, any other corporation or person or perform any act or enter into any transaction or negotiation which interferes or is inconsistent with the completion of the transactions contemplated hereby, other than as contemplated in this Agreement and, without limiting the generality of the foregoing, it will not, and will not permit any of its subsidiaries to:
 - (i) make any distribution by way of dividend, return of capital or otherwise to or for the benefit of Everton Shareholders;
 - (ii) other than through the Debt Conversion, issue any of its shares (including any Everton Shares on exercise of Everton Options or Everton Warrants) or other securities convertible into shares or enter into any commitment or agreement therefor, other than as described in this Agreement; or
 - (iii) make any payment to any director, officer or employee except pursuant to existing employment or consulting arrangements;
- (c) until the Effective Date, not to alter or amend its constating documents as the same exist at the date of this Agreement, except in connection with the Consolidation, the Name Change, the Articles Amendment and the Plan of Arrangement;

- (d) until the Effective Date, not to engage in any business, enterprise or other activity different from that carried on by it at the date of this Agreement or enter into any transaction or incur (except in respect of obligations or liabilities to which it is already legally subject) any obligation, expenditure or liability in excess of \$5,000 other than in the ordinary course of its business, as presently conducted, in connection with the transactions under this Agreement or with the consent of Molecule;
- (e) to furnish to Molecule such information, in addition to the information contained in this Agreement, relating to the financial condition, business, properties and affairs of Everton and the Everton Subsidiaries as may reasonably be requested by Molecule, which information will be true and complete in all material respects and will not contain an untrue statement of any material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances in which they are made, not misleading, and will notify Molecule of any significant development or material change relating to Everton and the Everton Subsidiaries promptly after becoming aware of any such development or change;
- (f) to ensure that the information and financial statements relating to Everton and the Everton Subsidiaries that are provided by Everton to Molecule, the Everton Information Circular and any related documentation to be distributed in connection with the solicitation of proxies by the management of Everton for the Everton Meeting will be true, correct and complete in all material respects and will not contain any untrue statement of any material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein not misleading in light of the circumstances in which they are made;
- (g) to use reasonable commercial efforts to do all such other acts and things as may be necessary or desirable in order to give effect to the Arrangement and, without limiting the generality of the foregoing:
 - (i) to seek and obtain approval from the Everton Shareholders at the Everton Meeting by Special Resolution for the Consolidation, the Name Change, and the Articles Amendment and by Ordinary Resolution or Special Resolution for any other matters that may be required to effect the Consolidation, the Name Change, the Articles Amendment and the Incentive Plans;
 - (ii) to seek and obtain the Exchange's approval, as applicable, of the Arrangement, the Consolidation, the Name Change, the Incentive Plans and the other transactions contemplated by this Agreement as part of Everton's "Reverse Take-Over" under the policies of the Exchange;
 - (iii) to assist Molecule in connection with the application for the Interim Order and the Final Order as provided in Article 2, including attending Court with Molecule for the purposes of seeking the Interim Order and the Final Order;

- (iv) to the extent that satisfaction of such condition precedents are within its control, to satisfy the conditions set out in Article 5 hereof as soon as reasonably possible; and
- (v) to apply for and obtain such other consents, orders, acceptances or approvals as counsel for Everton and the Everton Subsidiaries may advise are necessary or desirable for the implementation of the Arrangement.
- (h) to cause Everton as the sole shareholder of the Everton Subsidiaries to approve by Special Resolution for each Everton Subsidiary, the Arrangement, together with such matters as are required to effect the Arrangement;
- (i) to use reasonable commercial efforts to cause, as of the Effective Date, the board of directors of the Resulting Issuer to consist of a minimum of three and a maximum of seven directors to be nominated by Molecule;
- (j) to use reasonable commercial efforts to obtain the Delisting and to cause the Resulting Issuer to become listed on the CSE; and
- (k) immediately upon obtaining approval from the Everton Shareholders, make the necessary filings to effect the Consolidation, the Name Change, the Articles Amendment and the listing to the CSE in connection with the consummation of the Arrangement.

Covenants of Molecule

4.2 Each of Molecule and the Molecule Subsidiary hereby covenants and agrees as follows:

- (a) until the Effective Date, each of Molecule and the Molecule Subsidiary will carry on its business in the ordinary course consistent with past practice, except as otherwise contemplated in this Agreement or as agreed to between the parties;
- (b) until the Effective Date Molecule will not, and will not permit the Molecule Subsidiary to, merge into or with, or amalgamate or consolidate with, or enter into any other corporate reorganization with, any other corporation or person or perform any act or enter into any transaction or negotiation which interferes or is inconsistent with the completion of the transactions contemplated hereby, other than as contemplated in this Agreement and, without limiting the generality of the foregoing, Molecule will not, and will not permit its subsidiary to:
 - (i) make any distribution by way of dividend, return of capital or otherwise to or for the benefit of the Molecule Shareholders;
 - (ii) other than through the Private Placement, pursuant to the Advisory Agreement, or pursuant to an existing or new employment agreement(s) in the ordinary course of business, issue any of its shares (other than on exercise of presently outstanding convertible securities) or other securities

convertible into shares or enter into any commitment or agreement therefor;
or

- (iii) make any payment, to any director, officer or employee except pursuant to existing employment arrangements or pursuant to new employment agreements in the ordinary course of business

provided, and notwithstanding the foregoing, Molecule will be permitted but not obligated, without the consent of Everton, to dissolve the Molecule Subsidiary;

- (c) until the Effective Date, Molecule will not alter or amend its constating documents, except as contemplated in or permitted by this Agreement;
- (d) until the Effective Date, Molecule will not engage in any business, enterprise or other activity different from that carried on or intended to be carried on by it at the date of this Agreement;
- (e) to furnish to Everton such information, in addition to the information contained in this Agreement, relating to the financial condition, business, properties and affairs of Molecule as may reasonably be requested by Everton, which information will be true and complete in all material respects and will not contain an untrue statement of any material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances in which they are made, not misleading, and will notify Everton of any significant development or material change relating to Molecule promptly after becoming aware of any such development or change;
- (f) to ensure that the information and consolidated financial statements related to Molecule that are provided by Molecule to Everton, the Molecule Information Circular and any related documentation to be distributed in connection with the solicitation of proxies by the management of Molecule for the Molecule Meeting will be true, correct and complete in all material respects and will not contain any untrue statement of any material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, not misleading in light of the circumstances in which they are made;
- (g) to use reasonable commercial efforts to do all such other acts and things as may be necessary or desirable in order to give effect to the Arrangement and, without limiting the generality of the foregoing, Molecule:
 - (i) to seek and obtain approval of the Molecule Shareholders by Special Resolution at the Molecule Meeting of the Arrangement, together with such matters as are required to effect the Arrangement;
 - (ii) to apply for and obtain the Interim Order and the Final Order as provided in Article 2 hereof;

- (iii) to the extent that satisfaction of such condition precedents are within its control, satisfy the conditions set out in Article 5 as soon as possible;
- (iv) to obtain the Fairness Opinion; and
- (v) to apply for and obtain such other consents, orders, acceptances, or approvals as counsel for Molecule may advise are necessary or desirable for the implementation of the Arrangement;
- (h) to use reasonable commercial efforts to assist Everton in obtaining the Delisting and to cause the Resulting Issuer to become listed on the CSE;
- (i) to promptly cause any proposed director or officer nominees of the Resulting Issuer to file Personal Information Forms, or statutory declarations in lieu thereof, with the CSE.

Options

4.3 All outstanding Molecule Options will, without any further action on the part of any holder of a Molecule Option, be exchanged for options to purchase Resulting Issuer Shares (the “**Resulting Issuer Options**”) pursuant to the Plan of Arrangement. Everton covenants and agrees that the Molecule Options outstanding immediately prior to the Effective Time will continue in effect as Resulting Issuer Options, on the same terms and conditions as the Molecule Options, on and after the Effective Time. Everton will take all corporate action necessary to reserve for issuance a sufficient number of Resulting Issuer Shares for delivery upon exercise of the Resulting Issuer Options assumed in accordance with this Section 4.3.

ARTICLE 5– CONDITIONS

Mutual Conditions Precedent

5.1 The respective obligations of the parties hereto to complete the transactions contemplated by this Agreement and to file the documents required to give effect to the Arrangement will be subject to satisfaction of the following conditions, on or before the Effective Date, any of which may be waived by any party hereto (for whose benefit such condition is made) in whole or in part without prejudice to such party’s right to rely on any other of them:

- (a) the Arrangement will have been approved and adopted by Molecule Shareholders at the Molecule Meeting and by the Everton Shareholders at the Everton Meeting by Special Resolution in accordance with the Interim Order and the Arrangement will have otherwise been approved and adopted by the requisite majorities of persons entitled or required to vote thereon as determined by the Court;
- (b) Everton will have obtained and provided proof to Molecule of the approval of this Arrangement, the Name Change and the Consolidation by a majority of the minority of Everton Shareholders (excluding the votes attached to any Everton Shares held by Mr. Andre Audet and Mr. Brendan Stutt);

- (c) the Interim Order and Final Order will have been obtained from the Court in the manner contemplated by Article 2 of this Agreement;
- (d) all other consents, orders, regulations and approvals, including regulatory and judicial approvals and orders, necessary or desirable for the completion of the transactions provided for in this Agreement and the Plan of Arrangement will have been obtained or received from the persons, authorities or bodies having jurisdiction in the circumstances;
- (e) there will not be in force any order or decree restraining or enjoining the consummation of the transactions contemplated by this Agreement and the Arrangement;
- (f) Molecule and Everton will have received advice of tax counsel confirming the Canadian and United States tax consequences of the Arrangement and to be described in the Molecule Information Circular and the Everton Information Circular, respectively;
- (g) none of the consents, orders, regulations or approvals contemplated herein will contain terms or conditions or require undertakings or security deemed unsatisfactory or unacceptable by any of the parties hereto, acting reasonably;
- (h) the issuances of Resulting Issuer Shares contemplated by the Arrangement will have been approved by all necessary corporate action to permit such securities to be issued, if applicable, as fully paid and non-assessable shares and will be exempt from the registration requirements of the 1933 Act and the prospectus requirements of applicable securities laws in each of the Provinces of Canada in which holders of Molecule Shares are resident;
- (i) this Agreement will not have been terminated under Article 6; and
- (j) the Articles of Arrangement will have been accepted for filing by the Director.

Conditions to Obligations of Molecule

5.2 The obligation of Molecule to complete the transactions contemplated by this Agreement is further subject to the following conditions, which may be waived by Molecule in whole or in part without prejudice to its right to rely on any other condition in favour of Molecule:

- (a) the satisfactory completion of due diligence by Molecule, its counsel and representatives on the business, assets, financial condition, and corporate records of Everton, which due diligence process being concluded on or before the Closing Date;
- (b) Everton will not have disposed of a material interest in any of its assets or otherwise entered into any material transaction with, or incurred any material liability to, any other corporation or other person or performed any act or entered into any transaction or negotiation which interferes or is inconsistent with the completion of

the transactions contemplated hereby, other than as contemplated in this Agreement, without the prior written consent of Molecule thereto, such consent not to be unreasonably withheld;

- (c) there having been no material adverse change in the business, results of operations, assets, liabilities, financial condition or affairs of Everton, financial or otherwise, between July 8, 2019 and the Closing Date, except for a reasonable decrease in Everton's working capital position as may be reasonably necessary to facilitate the Transaction and to meet its customary obligations as a listed issuer on the Exchange and as a "reporting issuer" in British Columbia, Alberta, Ontario and Quebec;
- (d) Everton Shareholders will have approved and Everton will have completed this Arrangement, the Consolidation, the Name Change and the Articles Amendment;
- (e) Everton will have fulfilled or complied in all material respects with each of the covenants of Everton contained in this agreement to be fulfilled or complied with by it on or prior to the Effective Time;
- (f) the representations and warranties of Everton as set out in this Agreement being true and correct at the Effective Time with the same force and effect as if made at and as of such time except for representations and warranties made as of a specified time, the accuracy of which will be determined as of such specified time;
- (g) the absence of any material adverse effect on the financial and operational condition or the assets of Everton;
- (h) the Resulting Issuer Shares issued as consideration for the Molecule Shares being issued as fully paid and non-assessable common shares in the capital of the Resulting Issuer, free and clear of any and all encumbrances, liens, charges and demands of whatsoever nature, except those imposed pursuant to the escrow restrictions of the CSE and those arising under applicable securities laws if applicable;
- (i) if required, the delivery at Closing of a legal opinion delivered by the McMillan LLP, legal counsel to Everton, to Molecule in relation to the Business Combination;
- (j) there being no legal proceeding or regulatory actions or proceedings against Everton at the Closing Date which may have a material adverse effect on Everton, its business, assets or financial condition;
- (k) there being no other issued and outstanding securities in the capital of Everton other than as disclosed herein;
- (l) there being no prohibition at law against the completion of the Business Combination; and
- (m) there being no inquiry or investigation (whether formal or informal) in relation to Everton or its directors or officers, having been commenced or threatened by any



securities commission or official of the Exchange or any securities regulatory body having jurisdiction such that the outcome of such inquiry or investigation could have a material adverse effect on Everton, its business, assets or financial condition.

Conditions to Obligations of Everton

5.3 The obligation of Everton to complete the transactions contemplated by this Agreement is further subject to the following conditions, which may be waived by Everton in whole or in part without prejudice to its right to rely on any other condition in favour of Everton:

- (a) no material adverse change will have occurred in the business, results of operations, assets, liabilities, financial condition or affairs of Molecule, financial or otherwise, between July 8, 2019 and the Closing Date;
- (b) satisfactory completion of due diligence by Everton, its counsel and representatives on the business, assets, financial condition, and corporate records of Molecule, which due diligence process being concluded on or before the Closing Date;
- (c) Molecule will have fulfilled or complied in all material respects with each of the covenants of Molecule contained in this agreement to be fulfilled or complied with by it on or prior to the Effective Time;
- (d) the representations and warranties of Molecule as set out in this Agreement being true and correct at the Effective Time with the same force and effect as if made at and as of such time in each case except for representations and warranties made as of a specified time, the accuracy of which will be determined as of such specified time;
- (e) there being no legal proceeding or regulatory actions or proceedings against Molecule at the Closing Date which may have a material adverse effect on Molecule, its business, assets or financial condition;
- (f) there being no prohibition at law against the completion of the Business Combination;
- (g) the completion of the listing of the Resulting Issuer Shares on the CSE;
- (h) Molecule completing the Private Placement for minimum proceeds of \$2 million;
- (i) there being no inquiry or investigation (whether formal or informal) in relation to Molecule or its directors or officers commenced or threatened by any securities commission or official of the Exchange or regulatory body having jurisdiction such that the outcome of such inquiry or investigation could have a material adverse effect on Molecule, its business, assets or financial condition;
- (j) if required, Molecule providing a legal opinion of its counsel to Everton in relation to the Business Combination and the transaction documents satisfactory to Everton and its counsel, acting reasonably; and

- (k) there being no other issued and outstanding securities in the capital of Molecule other than as disclosed herein or otherwise approved by Everton in advance of the issuance thereof.

Conditions to Obligations of Each Party

5.4 The obligation of each party to complete the transactions contemplated by this Agreement is further subject to the condition, which may be waived by such party without prejudice to its right to rely on any other condition in favour of such party, that the covenants of the other parties hereto to be performed on or before the Effective Date pursuant to the terms of this Agreement will have been duly performed by each of them in all material respects and that, except as affected by the transactions contemplated by this Agreement or otherwise agreed by the parties, the representations and warranties of the other parties hereto will be true and correct in all material respects as at the Effective Time, with the same effect as if such representations and warranties had been made at, and as of such time and each such party will have received a certificate, dated the Effective Date, of a senior officer of each other party confirming the same.

ARTICLE 6- AMENDMENT AND TERMINATION

Amendment

6.1 This Agreement and the Plan of Arrangement may, at any time and from time to time before the Effective Date, be amended by written agreement of the parties hereto without, subject to applicable law, further notice to or authorization on the part of their respective shareholders. Without limiting the generality of the foregoing, any such amendment may:

- (a) change the time for performance of any of the obligations or acts of the parties hereto;
- (b) waive any inaccuracies or modify any representation contained herein or any document to be delivered pursuant hereto;
- (c) waive compliance with or modify any of the covenants herein contained or waive or modify performance of any of the obligations of the parties hereto; or
- (d) as otherwise ordered by the Court and agreed to by Molecule and Everton, each acting reasonably.

This Agreement and the Exhibits hereto may be amended in accordance with the Final Order, but in the event that the terms of the Final Order requires any such amendment, the rights of the parties hereto under Sections 5.1, 5.2, 5.3, 5.4 and 6.2 will remain unaffected.

Termination

6.2 This Agreement may, at any time before the Effective Time, be terminated:

- (a) by the mutual agreement of Molecule and Everton without further action on the part of the Molecule Shareholders or the Everton Shareholders;

- (b) by either Molecule and Everton, at the discretion of their respective independent directors, if there will occur any adverse material change, as reasonable determined by the respective independent directors, in or with respect to the assets, liabilities (actual or contingent), capital, operations, business or undertaking of the other party;
- (c) by either Molecule and Everton if the other party breaches a material term of this Agreement and such breach is not waived or, if capable of being cured, cured within a period of 15 business days from the date of written notice of such breach;
- (d) by either Molecule and Everton if the conditions precedent set forth in Sections 5.1, 5.2, 5.3 and 5.4 (as applicable) are not satisfied or waived on or before February 28, 2020 (or such other date as agreed to by the parties), except that the right to terminate this Agreement under this Section 6.1(d) will not be available to a party whose failure to perform any of its covenants or agreements has been the primary cause of, or resulted in, the failure of the conditions precedent to be satisfied by such date;
- (e) upon the earliest to occur of (x) the Everton Shareholders failing to approve the Consolidation, the Name Change and the Articles Amendment, (y) the Molecule Shareholders failing to approve the Arrangement, or (z) a final determination from the Court or an appeal court that denies the granting of the Final Order; provided, however, that nothing in this subsection 6.2(e) will extend the termination date of this Agreement past February 28, 2020 without the mutual consent of Molecule and Everton.

Sections 8.1 and 9.2 will survive any termination of this Agreement.

ARTICLE 7– STANDSTILL

Standstill and Covenants

7.1 Until this Agreement is terminated or the Arrangement is effected as contemplated herein, Molecule and its agents agree :

- (a) not to solicit, initiate, knowingly encourage, cooperate with or facilitate (including by way of furnishing any non-public information or entering into any form of agreement, arrangement or understanding) the submission, initiation or continuation of any oral or written inquiries or proposals or expressions of interest regarding, constituting or that may reasonably be expected to lead to any activity, arrangement or transaction or propose any activities or solicitations in opposition to or in competition with the Business Combination, and without limiting the generality of the foregoing, not to induce or attempt to induce any other person to initiate any shareholder proposal or “takeover bid,” exempt or otherwise, within the meaning of the *Securities Act* (Ontario), for securities or assets of Molecule, nor to undertake any transaction or negotiate any transaction which would be or

potentially could be in conflict with the Business Combination, including, without limitation, allowing access to any third party to conduct due diligence, nor to permit any of its officers or directors to authorize such access, except as required by statutory obligations. In the event Molecule, including any of its officers or directors, receives any form of offer or inquiry, Molecule shall forthwith (in any event within one business day following receipt) notify Everton of such offer or inquiry and provide Everton with such details as it may request;

- (b) to use its reasonable commercial efforts to cause all Molecule Shareholders to vote in favour of this Arrangement and related matters, and not to take any action contrary to, or in opposition to the Business Combination;
- (c) to forthwith commence the preparation and delivery of financial statements as required by the CSE;
- (d) other than as regards the Private Placement, Advisory Agreement or pursuant to existing or new employment agreement(s) in the ordinary course, as contemplated herein, not to issue any debt, equity, or other securities without prior written approval of Everton, not to be unreasonably withheld or delayed, except in connection with any options, warrants or other rights outstanding as at the date hereof;
- (e) not to borrow money or incur any indebtedness for money borrowed, except as agreed to by Everton in writing, such approval not to be unreasonably or arbitrarily withheld or delayed;
- (f) not to make loans, advances or other payments, excluding ordinary course compensation and routine advances to employees of Molecule for expenses incurred in the ordinary course, or as agreed to by Everton in writing such approval not to be unreasonably or arbitrarily withheld or delayed;
- (g) not to declare or pay any dividends or distribute any of Molecule's properties or assets;
- (h) not to amend Molecule's articles or by-laws in any manner which may adversely affect the success of the Business Combination, except as agreed to by Everton in writing or as required to give effect to the matters contemplated herein;
- (i) except as permitted or contemplated herein, not to enter into any transaction or material contract not in the ordinary course of business, unless such transaction or material contract is made for the purposes of furthering the business of Molecule by way of joint venture or other arrangement of a similar nature, and not to engage in any business enterprise or activity different from that carried on as of the date hereof, unless written approval of Everton is obtained such approval not to be unreasonably or arbitrarily withheld or delayed; and
- (j) subject to the provisions hereof, to cooperate fully with Everton and to use all reasonable commercial efforts to assist Everton in its efforts to complete this

Arrangement (including, but not limited to, assisting with the preparation of the filing statement or information circular required to be filed by Everton), unless such cooperation and efforts would subject Molecule to liability or would be in breach of applicable statutory or regulatory requirements.

7.2 Until this Agreement is terminated or the Arrangement is effected as contemplated herein, Everton and its agents agree:

- (a) not to solicit, initiate, knowingly encourage, cooperate with or facilitate (including by way of furnishing any non-public information or entering into any form of agreement, arrangement or understanding) the submission, initiation or continuation of any oral or written inquiries or proposals or expressions of interest regarding, constituting or that may reasonably be expected to lead to any activity, arrangement or transaction or propose any activities or solicitations in opposition to or in competition with the Business Combination, and without limiting the generality of the foregoing, not to induce or attempt to induce any other person to initiate any shareholder proposal or "takeover bid," exempt or otherwise, within the meaning of the *Securities Act* (Ontario), for securities or assets of Everton, nor to undertake any transaction or negotiate any transaction which would be or potentially could be in conflict with the Transaction, including, without limitation, allowing access to any third party to conduct due diligence, nor to permit any of its officers or directors to authorize such access, except as required by statutory obligations. In the event Everton, including any of its officers or directors, receives any form of offer or inquiry, Everton shall forthwith (in any event within one business day following receipt) notify Molecule of such offer or inquiry and provide Everton with such details as it may request;
- (b) not to issue any debt, equity (other than the Preferred Shares and as contemplated by the Debt Conversion), or other securities except in connection with the conversion or exercise of outstanding options, warrants or other rights, except with the written consent of Molecule;
- (c) not to borrow money or incur any indebtedness for money borrowed, except as agreed to by Molecule in writing;
- (d) not to make loans, advances or other payments, excluding routine advances to directors or officers of Everton for expenses incurred in the ordinary course, or as is agreed to by Molecule in writing;
- (e) not to declare or pay any dividends or distribute any of Everton's assets;
- (f) not to amend Everton's articles or by-laws in any manner which may adversely affect the success of the Business Combination, except as agreed to by Molecule in writing or as required to give effect to the matters contemplated herein, including as regards to the filing of articles of amendment in order to give effect to the Consolidation;

- (g) except as permitted or contemplated herein, not to enter into any transaction or material contract not in the ordinary course of business; and
- (h) subject to the provisions hereof, to cooperate fully with Molecule and to use all reasonable commercial efforts to assist Molecule in its efforts to complete the Transaction, unless such cooperation and efforts would subject Everton to liability or would be in breach of applicable statutory and regulatory requirements.

ARTICLE 8- CONFIDENTIALITY

Confidentiality

8.1 Each of Everton and Molecule:

- (a) acknowledges that it will be providing to the other information that is non-public, confidential, and proprietary in nature. Each of Everton and Molecule (and its respective directors, officers, affiliates, representatives, agents and employees) will keep such information confidential and will not, except as otherwise provided below, disclose such information or use such information for any purpose other than for the evaluation and consummation of the Arrangement. The foregoing will not apply to information that:
 - (i) becomes generally available to the public absent any breach of the foregoing;
 - (ii) was available on a non-confidential basis to a party prior to its disclosure pursuant to this Agreement; or
 - (iii) becomes available on a non-confidential basis from a third party who, to the knowledge of the recipient after enquiry, is not bound to keep such information confidential;
- (b) agrees that it will not make any public disclosure of the existence of this Agreement or of any of its terms without first advising the other party and obtaining the written consent of such other party to the proposed disclosure, unless such disclosure is required by applicable law or regulation or stock exchange policy, in which event the party contemplating disclosure will inform the other party of, and obtain its consent to, the form and content of such disclosure, which consent will not be unreasonably withheld or delayed; and
- (c) agrees that immediately upon request by the other of them, it will return to the other party all confidential information, except to the extent it is required by law, regulations or rules (including the rules of professional bodies) to retain the confidential information.

ARTICLE 9 – GENERAL

Notices

9.1 All notices which may or are required to be given pursuant to any provision of this Agreement will be given or made in writing and will be served personally or by fax addressed to the recipient as follows:

To Everton or the Everton Subsidiaries:

38 Scott Road
Chelsea, Quebec
K1J 9G9

Attention: Michel Fontaine, Chair of the Independent Committee of the Board of Directors

Email: michel@albertmining.com

With a copy to Kosta Kostic of McMillan LLP

2700-1000 Sherbrooke Street West
Montreal, Quebec
Canada, H3A 3G4

Email: Kosta.kostic@mcmillan.ca

To Molecule:

591 Reynolds Road
Lansdowne Ontario
K0E1L0, Canada

Attention: Mr. Philip Waddington, Independent Director

Email: phil@molecule.ca

With a copy to Antonina Szaszkievicz of ECS Law Professional Corporation

2425 Matheson Boulevard E., 8th Floor
Mississauga, Ontario
L4W 5K4, Canada

Email: antonina@ecslaw.ca

or such other addresses of which party may, from time to time, advise the other parties hereto by notice in writing given in accordance with the foregoing. Date of receipt of any such notice will be deemed to be the date of delivery thereof.



Expenses

9.2 Each of Everton and Molecule will bear its own respective costs, expenses and professional fees (including but not limited to legal and accounting fees) associated with the Arrangement; it being acknowledged, however, that documentation in respect of the Arrangement will, to as great an extent as reasonably possible, be prepared by counsel to Everton. Everton acknowledges and agrees to pay disbursements and filing fees usually incurred in the normal course in conjunction with the Arrangement.

Assignment

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

Binding Effect

9.4 This Agreement and the Arrangement will be binding upon and will enure to the benefit of the parties thereto and their respective successors and permitted assigns.

Waiver

9.5 Any waiver or release of any of the provisions of this Agreement, to be effective, must be in writing executed by the party granting the same. Waivers may only be granted upon compliance with the terms governing amendments set forth in Section 7.1, mutatis mutandis.

Governing Law

9.6 This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

Qualifications

9.7 All covenants herein and opinions to be given hereunder as to the enforceability of any covenant, agreement or document will be qualified to applicable bankruptcy and other laws affecting the enforcement of creditors' rights generally and to the effect that the Court may exercise discretion in granting equitable remedies, including the remedy of specific performance.

Time of Essence

9.8 Time is of the essence of this Agreement and of each of its provisions.

Public Announcements

9.9 Neither Everton nor Molecule will make announcements regarding the Arrangement or any other transactions contemplated herein that have not been previously reviewed and commented on by the other of them, except that Everton and Molecule may issue a news release or make a filing with a regulatory authority if its counsel advises that such news release or filing is necessary in order to comply with applicable law or the rules and policies of any securities

regulatory authority having jurisdiction over it, in which case it will first make a reasonable commercial effort to obtain the approval of the other of them, acting reasonably.

Counterparts

9.10 This Agreement may be executed in one or more counterparts and delivered electronically or by fax, each of which will be deemed an original but all of which together will constitute one and the same instrument.

[Signature page follows]

Handwritten signature or initials in the bottom right corner of the page.

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


EVERTON RESOURCES INC.

MOLECULE INC.

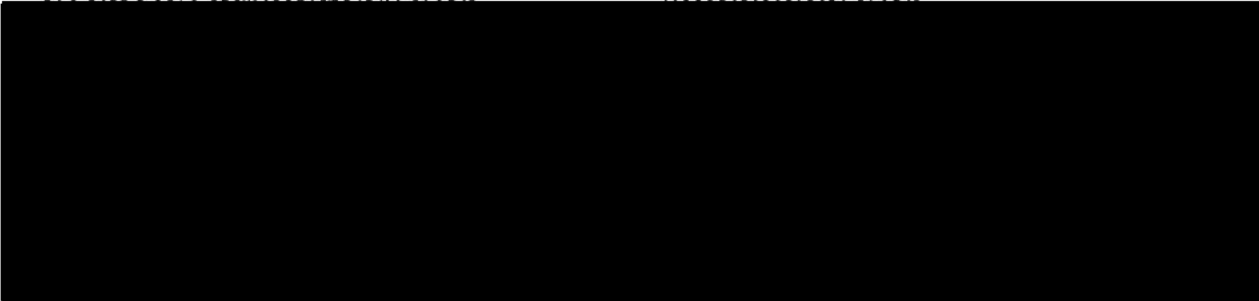


EXHIBIT I
PLAN OF ARRANGEMENT

A handwritten signature in black ink, consisting of several stylized, overlapping loops and a final horizontal stroke extending to the right.

FIRST AMENDING AGREEMENT

THIS AGREEMENT dated for reference the 28th day of February, 2020.

BETWEEN:

MOLECULE INC., a corporation duly incorporated under the *Business Corporations Act* (Ontario) and having its head office at 591 Reynolds Road, Lansdowne, Ontario, K0E 1L0

(hereinafter referred to as “**Molecule**”)

AND:

EVERTON RESOURCES INC., a company duly incorporated under the laws of Canada and having an address at 38 Scott Road, Chelsea, Québec J9B 1R5

(hereinafter referred to as “**Everton**”)

WHEREAS:

(A) Molecule and Everton entered into an arrangement agreement (the “**Arrangement Agreement**”) on November 27, 2019;

(B) Molecule and Everton have agreed to amend the Arrangement Agreement as set out below, in particular to allow for the extension of the Closing Date (as defined herein) upon the terms and conditions of this first amending agreement (the “**Amending Agreement**”);

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the premises and the respective covenants and agreements herein contained, the parties hereto covenant and agree as follows:

1.1 All capitalized terms that are used but not defined in this Amending Agreement shall have the meaning ascribed thereto in the Arrangement Agreement.

1.2 The definition of “Closing Date” in section 1.1 of the Amending Agreement is hereby deleted in its entirety and replaced with the following:

“**Closing Date**” means the date upon which Everton and Molecule agree in writing as the date upon which the Arrangement becomes effective, or, in the absence of such agreement, the day that is the 10th business day following the satisfaction or waiver of the conditions precedent in this Agreement, but in any event, no later than April 30, 2020, unless otherwise agreed between Everton and Molecule;

1.3 Sections 6.2 (d) and (e) of the Amending Agreement are hereby deleted, each subsection in its entirety, and replaced with the following:

- (d) by either Molecule and Everton if the conditions precedent set forth in Sections 5.1, 5.2, 5.3, and 5.4 (as applicable) are not satisfied or waived on or before April 30, 2020 (or such other date as agreed to by the parties), except that the right to terminate this Agreement under this Section 6.1(d) will not be available to a party whose failure to perform any of its covenants or agreements has been the primary cause of, or resulted in, the failure of the conditions precedent to be satisfied by such date;
- (e) upon the earliest to occur of (x) the Everton Shareholders failing to approve the Consolidation, the Name Change and the Articles Amendment, (y) the Molecule Shareholders failing to approve the Arrangement, or (z) a final determination from the Court or an appeal court that denies the granting of the Final Order; provided, however, that nothing in this subsection 6.2(e) will extend the termination date of this Agreement past April 30, 2020 without the mutual consent of Molecule and Everton.

1.4 Except as otherwise provided in this Amending Agreement, all terms and conditions of the Arrangement Agreement shall continue in full force and effect, unamended.

1.5 No party hereto may assign its rights or obligations under this Amending Agreement or the Arrangement Agreement without the prior written consent of the other parties hereto.

1.6 This Amending Agreement and the Arrangement Agreement will be binding upon and will enure to the benefit of the parties thereto and their respective successors and permitted assigns.

1.7 Any waiver or release of any of the provisions of this Amending Agreement, to be effective, must be in writing executed by the party granting the same. Waivers may only be granted upon compliance with the terms governing amendments set forth in Section 7.1 of the Arrangement Agreement, mutatis mutandis.

1.8 This Amending Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

1.9 This Amending Agreement may be executed in one or more counterparts and delivered electronically or by fax, each of which will be deemed an original but all of which together will constitute one and the same instrument.

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



EVERTON RESOURCES INC

MOLECULE INC



SECOND AMENDING AGREEMENT

THIS AGREEMENT dated for reference the 30th day of April, 2020.

BETWEEN:

MOLECULE INC., a corporation duly incorporated under the *Business Corporations Act* (Ontario) and having its head office at 591 Reynolds Road, Lansdowne, Ontario, K0E 1L0

(hereinafter referred to as “**Molecule**”)

AND:

EVERTON RESOURCES INC., a company duly incorporated under the laws of Canada and having an address at 38 Scott Road, Chelsea, Québec J9B 1R5

(hereinafter referred to as “**Everton**”)

WHEREAS:

- (A) Molecule and Everton entered into an arrangement agreement (the “**Arrangement Agreement**”) on November 27, 2019;
- (B) Molecule and Everton entered into a First Amending Agreement (the “**First Amending Agreement**”) on February 28, 2020;
- (C) Molecule and Everton have agreed to amend the Arrangement Agreement as set out below, in particular to allow for a second extension of the Closing Date (as defined herein) upon the terms and conditions of this first amending agreement (the “**Amending Agreement**”) and to allow for the issuance of RSUs (as defined below);

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the premises and the respective covenants and agreements herein contained, the parties hereto covenant and agree as follows:

1.1 All capitalized terms that are used but not defined in this Amending Agreement shall have the meaning ascribed thereto in the Arrangement Agreement.

1.2 The definition of “Closing Date” in section 1.1 of the Amending Agreement is hereby deleted in its entirety and replaced with the following:

“**Closing Date**” means the date upon which Everton and Molecule agree in writing as the date upon which the Arrangement becomes effective, or, in the absence of such agreement, the day that is the 10th business day following the satisfaction or waiver of the conditions precedent in this

Agreement, but in any event, no later than September 30, 2020, unless otherwise agreed between Everton and Molecule;

1.3 Sections 6.2 (d) and (e) of the Agreement are hereby deleted, each subsection in its entirety, and replaced with the following:

- (d) by either Molecule and Everton if the conditions precedent set forth in Sections 5.1, 5.2, 5.3, and 5.4 (as applicable) are not satisfied or waived on or before April 30, 2020 (or such other date as agreed to by the parties), except that the right to terminate this Agreement under this Section 6.1(d) will not be available to a party whose failure to perform any of its covenants or agreements has been the primary cause of, or resulted in, the failure of the conditions precedent to be satisfied by such date;
- (e) upon the earliest to occur of (x) the Everton Shareholders failing to approve the Consolidation, the Name Change and the Articles Amendment, (y) the Molecule Shareholders failing to approve the Arrangement, or (z) a final determination from the Court or an appeal court that denies the granting of the Final Order; provided, however, that nothing in this subsection 6.2(e) will extend the termination date of this Agreement past September 30, 2020 without the mutual consent of Molecule and Everton.

1.4 Definitions of “Molecule RSU”, “Molecule RSUs” and “Molecule RSU Plan” are hereby included in section 1.1 of the Arrangement following the definition of Molecule Options and preceding the definition of Molecule Shares, as follows:

“**Molecule RSU**” means a restricted share unit of Molecule and “**Molecule RSUs**” means more than one of them;

“**Molecule RSU Plan**” means the incentive plan of Molecule governing the grant of Molecule RSUs to directors, officers, employees and consultants of Molecule;

1.5 Sections 4.2(b)(ii) of the Agreement is hereby deleted in its entirety and replaced with the following:

- (a) other than through the Private Placement, pursuant to the Advisory Agreement, pursuant to the Molecule RSU Plan, or pursuant to an existing or new employment agreement(s) in the ordinary course of business, issue any of its shares (other than on an exercise of presently outstanding convertible securities) or other securities convertible into shares or enter into any committee or agreement therefor;

1.6 Section 4.4 is hereby included in the Agreement, as follows:

Molecule will be entitled to implement the Molecule RSU Plan and grant the Molecule RSUs to directors, officers, employees and consultants, in its sole discretion, which Molecule RSUs shall not form any part of the Plan of Arrangement and as such shall not be exchanged for restricted share units of the Resulting Issuer but which shall continue in effect as the Molecule RSUs following

the Effective Time and instead be exchanged upon vesting into Resulting Issuer Shares as of a date to be determined by Molecule which is following the Effective Date. Everton covenants and agrees to, and to take all corporate action necessary to, reserve for issuance a sufficient number of Resulting Issuer Shares for delivery upon vesting of the Molecule RSUs.

1.7 Except as otherwise provided in this Amending Agreement, all terms and conditions of the Arrangement Agreement shall continue in full force and effect, unamended.

1.8 No party hereto may assign its rights or obligations under this Amending Agreement or the Arrangement Arrangement without the prior written consent of the other parties hereto.

1.9 This Amending Agreement and the Arrangement Agreement will be binding upon and will enure to the benefit of the parties thereto and their respective successors and permitted assigns.

1.10 Any waiver or release of any of the provisions of this Amending Agreement, to be effective, must be in writing executed by the party granting the same. Waivers may only be granted upon compliance with the terms governing amendments set forth in Section 7.1 of the Arrangement Agreement, mutatis mutandis.

1.11 This Amending Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

1.12 This Amending Agreement may be executed in one or more counterparts and delivered electronically or by fax, each of which will be deemed an original but all of which together will constitute one and the same instrument.

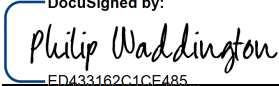
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IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first written above.

EVERTON RESOURCES INC.

Per: 
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Authorized Signatory

MOLECULE INC.

Per: 
ED433162C1CE485
Authorized Signatory