

ARRANGEMENT AGREEMENT

THIS ARRANGEMENT AGREEMENT is made as of the 3rd day of November, 2022.

B E T W E E N:

HIGH FUSION INC. (formerly Nutritional High International Inc.),
a corporation incorporated pursuant to the laws of Canada.
("High Fusion")

- and -

NEURAL THERAPEUTICS INC. (formerly Psychedelic Science Corp.), a corporation incorporated pursuant to the laws of the Province of Ontario, Canada.
("Neural")

WHEREAS, High Fusion and Neural have agreed to proceed with a reorganization transaction by way of statutory plan of Arrangement under the provisions of the *Canada Business Corporations Act* whereby, among other things, High Fusion will undertake a reorganization transaction on the terms and conditions set out in this Agreement and the Plan of Arrangement annexed hereto as Schedule A.

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the premises and the respective covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, the parties hereto do hereby covenant and agree as follows:

**ARTICLE 1
INTERPRETATION**

Section 1.1 Definitions

In this Agreement, including the recitals hereto, unless there is something in the subject matter or context inconsistent therewith, the following capitalized words and terms shall have the following meanings:

"**2020-1 Debentures**" means secured convertible debentures of High Fusion, each having a principal value of \$1,000, which mature on March 23, 2023, bearing semiannual interest at 12%, convertible into High Fusion SVS at a conversion price of \$1.00 per share.

"**2020-2 Debentures**" means secured convertible debentures of High Fusion, each having a principal value of \$1,000, which mature on May 29, 2023, bearing semiannual interest at 12%, convertible into High Fusion SVS at a conversion price of \$1.00 per share.

"**2021 High Pita Debentures**" means unsecured convertible debentures of High Fusion, with an aggregate principal value of \$250,000, which mature on March 21, 2024, bearing semiannual interest at 12%, convertible into High Fusion SVS at a conversion price of \$1.00 per share.

"**Agreement**" means this arrangement agreement, including the Schedules attached hereto, as may be supplemented or amended from time to time.

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"Arrangement" means the arrangement under Section 192 of the CBCA on the terms and subject to the conditions set out in the Plan of Arrangement, subject to any amendments or variations thereto made in accordance with this Agreement or the Plan of Arrangement or made at the direction of the Court in the Final Order with the consent of High Fusion.

"Arrangement Filings" means any records and information provided to the Director pursuant to the CBCA including, without limitation, the Articles of Arrangement, together with a copy of the entered Final Order.

"Arrangement Resolution" means the special resolution of the High Fusion Shareholders in respect of the Arrangement to be considered at the Meeting, substantially in the form of Schedule "B" hereto.

"Articles of Arrangement" means the articles of arrangement of High Fusion, required by the CBCA to be sent to the Director after the Final Order is made, which will include the Plan of Arrangement and otherwise be in form and content satisfactory to the Parties, acting reasonably.

"ASC Debenture" means the unsecured convertible debenture of High Fusion, which matures on September 7, 2024, bearing semiannual interest at 12%, convertible into High Fusion SVS at a conversion price of \$0.35 per share.

"August 2018 Debentures" means convertible debentures issued by High Fusion, which mature on February 3, 2023, bearing semiannual interest at 10%, convertible into High Fusion SVS at a conversion price of \$0.06 per High Fusion SVS, subject to adjustment.

"Authority" means any: (i) multinational, federal, provincial, state, municipal, local or foreign governmental or public department, court, or commission, domestic or foreign; (ii) subdivision or authority of any of the foregoing; or (iii) quasi-governmental or self-regulatory organization exercising any regulatory, expropriation or taxing authority under or for the account of its members or any of the above.

"Board of Directors" means the duly appointed board of directors of High Fusion or Neural, as applicable.

"Business Day" means a day, other than a Saturday, Sunday or statutory holiday, when banks are generally open in the City of Toronto, Ontario for the transaction of banking business.

"CBCA" means the *Canada Business Corporations Act* and the regulations made thereunder, as promulgated or amended from time to time.

"Circular" means the management information circular of High Fusion to be prepared and sent to the High Fusion Shareholders in connection with the Meeting, containing among other things, disclosure in respect of the Arrangement and prospectus level disclosure in respect of Neural following completion of the Arrangement, together with all appendices, distributed by High Fusion to the High Fusion Shareholders in connection with the Meeting and filed with such Authorities in Canada as are required by Section 2.5(a)(ii) of this Agreement, or otherwise as required by applicable Law.

"Court" means the Ontario Superior Court of Justice.

"Director" means the director appointed under Section 260 of the CBCA.

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"**Dissent Right**" has the meaning attributed to that term in Section 3.1 in the Plan of Arrangement.

"**Effective Date**" means the first Business Day after the date upon which the Parties have confirmed in writing (such confirmation not to be unreasonably withheld or delayed) that all conditions to the completion of the Plan of Arrangement have been satisfied or waived in accordance with Article 5 of this Agreement and all documents and instruments required under this Agreement, the Plan of Arrangement and the Final Order have been delivered.

"**Effective Time**" means 12:01 a.m. (Toronto time) on the Effective Date.

"**Encumbrance**" means any encumbrance, lien, charge, hypothec, pledge, mortgage, title retention agreement, security interest of any nature, prior claim, adverse claim, exception, reservation, restrictive covenant, agreement, easement, lease, license, right of occupation, option, right of use, right of first refusal, right of pre-emption, privilege or any matter capable of registration against title or any contract to create any of the foregoing.

"**Final Order**" means the final order of the Court pursuant to Section 192(3) of the CBCA, after being informed of the intention to rely upon the exemption from registration under the U.S. Securities Act provided by Section 3(a)(10) thereunder in connection with the issuance of securities of High Fusion and Neural to High Fusion Shareholders in the United States, approving the Plan of Arrangement as such order may be amended by the Court (with the consent of the Parties, acting reasonably) at any time prior to the Effective Date or, if appealed, then, unless such appeal is withdrawn or denied, as affirmed or as amended (with the consent of the Parties, acting reasonably) on appeal.

"**Gainor Debentures**" means unsecured convertible debentures of High Fusion, which mature on August 31, 2023, bearing semiannual interest at 10%, convertible into High Fusion SVS at a conversion price of \$0.36 per share.

"**Going Public Transaction**" means (a) a listing of the Neural Shares on a recognized Canadian stock exchange, which may or may not be accompanied by an initial public offering in Canada of Neural Shares; or (b) (i) a transaction which provides holders of Neural Shares with comparable liquidity for their Neural Shares that such holders would receive in the event the transaction in (a) above occurs, whether by means of a reverse take-over, merger, amalgamation, arrangement, take-over bid, insider bid, reorganization, joint venture, sale of all or substantially all assets, exchange of assets or similar transaction or other combination with a private or public corporation; and (ii) obtaining a listing of the Neural Shares (or securities of a resulting issuer) on a recognized stock exchange in Canada.

"**High Fusion MVS**" means the multiple voting shares of High Fusion.

"**High Fusion SVS**" means the subordinate voting shares of High Fusion.

"**High Fusion Shareholders**" means collectively the holders of High Fusion MVS and High Fusion SVS, at the applicable time.

"**Interim Order**" means the order made after application to the Court pursuant to Section 192 of the CBCA, after being informed of the intention to rely upon the exemption from registration under the U.S. Securities Act provided by Section 3(a)(10) thereunder in connection with the issuance of securities of High Fusion and the distribution of the securities of Neural to High Fusion Shareholders in the United States, providing for, among other things, the calling and holding of the Meeting, as such order may be amended, supplemented or varied by the Court (with the consent of the Parties,

acting reasonably).

"Laws" means all laws, by-laws, statutes, rules, regulations, principles of law, orders, ordinances, protocols, codes, guidelines, policies, notices, directions and judgments or other requirements and the terms and conditions of any grant of approval, permission, authority or license of any Authority, to the extent each of the foregoing have the force of law, and the term "applicable" with respect to such laws and in a context that refers to one or more Parties, means such laws as are applicable to such Party or its business, undertaking, property or securities and emanate from a Person having jurisdiction over the Party or Parties or its or their business, undertaking, property or securities.

"Meeting" means the annual and special meeting of High Fusion Shareholders and any adjournment(s) or postponement(s) thereof, to be called and held in accordance with the Interim Order to consider and to vote on the Arrangement Resolution and the Stated Capital Resolution and any other matters set out in the Notice of Meeting.

"Neural Broker Warrants" means the warrants to purchase Neural Shares, each exercisable into one Neural Share at a price of \$0.075 per Neural Share for a period ending on the earlier of: i) 36 months from issuance; and ii) 24 months from the date Neural completes a Going Public Transaction.

"Neural Shares" means the common shares in the capital of Neural.

"Neural Warrants" means the common share purchase warrants, each exercisable into one Neural Share at a price of \$0.10 per Neural Share for a period ending on the earlier of: i) 36 months from issuance; and ii) 24 months from the date of Neural completes Going Public Transaction.

"Neural HF Warrants" means the common share purchase warrants to be issued to High Fusion in connection with the Arrangement, each exercisable into one Neural Share at a price of \$1.00 per Neural Share for a period ending 36 months from the Effective Date.

"NI 45-106" means National Instrument 45-106 – *Prospectus Exemptions* as amended from time to time.

"Notice of Meeting" means the notice of the Meeting to be sent to the High Fusion Shareholders, which notice will accompany the Circular.

"Outside Date" means January 31, 2023, or such other later date as may be agreed to in writing by the Parties.

"Parties" means, collectively, High Fusion and Neural, and "Party" means any one of them.

"Person" or **"person"** means and includes an individual, sole proprietorship, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate, trustee, executor, administrator or other legal representative and the Crown or any agency or instrumentality thereof.

"Plan of Arrangement" means the plan of arrangement in substantially the form of the plan of arrangement which is attached as Schedule "A" hereto and any amendments or variations thereto made in accordance with this Agreement, the Plan of Arrangement or upon the direction of the Court in the Final Order with the consent of High Fusion.

"Representative" means any director, officer, employee, agent, advisor or consultant of any Party.

"**Section 3(a)(10) Exemption**" means the exemption from the registration requirements of the 1933 Act provided by Section 3(a)(10) thereof.

"**Securities Act**" means the Securities Act (Ontario).

"**Securities Legislation**" means the Securities Act and the equivalent law in the other applicable provinces and territories of Canada, and the published policies, instruments, rules, judgments, orders and decisions of any Authority administering those statutes.

"**SEDAR**" means System for Electronic Document and Retrieval.

"**Stated Capital Resolution**" means the special resolution of the High Fusion Shareholders approving a reduction in the stated capital of the High Fusion SVS and High Fusion MVS by such amount as the Board of Directors of High Fusion determines at the relevant time is required, substantially in the form of Schedule "C" hereto.

"**Reporting Issuer**" has the meaning ascribed to it in the Securities Act.

"**Restricted Share Units**" means units of High Fusion granted to directors, officers, employees, or consultants at the discretion of the High Fusion Board of Directors, each representing the right to High Fusion SVS upon vesting and redeemable in High Fusion SVS, or cash equal to the vesting date value, at the option of the High Fusion.

"**Tax Act**" means the Income Tax Act (Canada).

"**U.S. Exchange Act**" means the United States Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated from time to time thereunder.

"**U.S. Securities Act**" means the United States Securities Act of 1933, as amended, and the rules and regulations promulgated from time to time thereunder.

Section 1.2 Interpretation Not Affected by Headings

The division of this Agreement into articles, sections, paragraphs and other portions and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "hereunder" and similar expressions refer to this Agreement (including the Schedules and appendices hereto) as a whole and not to any particular article, section, paragraph or other portion hereof and include any agreement, document or instrument supplementary or ancillary hereto. Unless something in the subject matter or context is inconsistent therewith, all references herein to articles, sections, paragraphs and other portions are to articles, sections, paragraphs and other portions of this Agreement.

Section 1.3 Construction

In this Agreement, unless something in the context is inconsistent therewith:

- (a) the words "include" or "including" when following any general term or statement are not to be construed as limiting the general term or statement to the specific items or matters set forth or to similar items or matters, but rather as permitting it

to refer to all other items or matters that could reasonably fall within its broadest possible scope;

- (b) a reference to time or date is to the time or date in Toronto, Ontario, unless specifically indicated otherwise;
- (c) a word importing the masculine gender includes the feminine gender or neuter and a word importing the singular includes the plural and *vice versa*;
- (d) a reference to “approval”, “authorization”, “consent”, “designation” or “notice” means written approval, authorization, consent, designation or notice unless specifically indicated otherwise;
- (e) unless otherwise stated, all accounting terms used in this Agreement shall have the meanings attributable thereto under International Financial Reporting Standards and all determinations of an accounting nature shall be made in a manner consistent with International Financial Reporting Standards; and
- (f) a reference to a statute or code includes every rule and regulation made pursuant thereto, all amendments to the statute or code or to any such regulation in force from time to time, and any statute, code or regulation which supplements or supersedes such statute, code, rule or regulation.

Section 1.4 Date for Any Action

In the event that any date on which any action is required to be taken hereunder by either of the parties hereto is not a Business Day in the place where the action is required to be taken, such action shall be required to be taken on the next succeeding day which is a Business Day at such place, unless otherwise agreed to by the parties hereto.

Section 1.5 Currency

All amounts of money which are referred to in this Agreement are expressed in lawful money of Canada unless otherwise specified.

Section 1.6 Schedules

The following Schedules are annexed to this Agreement and are incorporated by reference into this Agreement and form a part hereof:

- Schedule "A" – Plan of Arrangement
- Schedule "B" – Arrangement Resolution
- Schedule "C" – Stated Capital Resolution
- Schedule "D" – High Fusion Authorized and Outstanding Capital

Section 1.7 Entire Agreement

This Agreement, together with the Schedules, agreements and other documents herein or therein referred to, constitute the entire agreement between the parties hereto pertaining to the

subject manner hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, between the parties hereto with respect to the subject matter hereof.

**ARTICLE 2
THE ARRANGEMENT**

Section 2.1 Arrangement

- (a) High Fusion and Neural agree to effect the Arrangement pursuant to the provisions of Section 192 of the CBCA on the terms and subject to the conditions contained in this Agreement and on the terms set forth in the Plan of Arrangement.
- (b) The Arrangement shall become effective on the Effective Date and the steps to be carried out pursuant to the Plan of Arrangement will become effective commencing at the Effective Time immediately after one another in the sequence set out therein or as otherwise specified in the Plan of Arrangement.

Section 2.2 Commitment to Effect Arrangement

Subject to the satisfaction of the terms and conditions contained in this Agreement, High Fusion and Neural shall each use all reasonable efforts and do all things reasonably required to cause the Arrangement to become effective as soon as reasonably practicable and to cause the transactions contemplated by the Plan of Arrangement and this Agreement to be completed in accordance with their terms.

Section 2.3 Effective Date of Arrangement

Subject to the rights of termination contained in Article 6 hereof, upon High Fusion obtaining the Final Order and the other conditions contained in Article 5 hereof being complied with or waived, High Fusion shall file the Articles of Arrangement and High Fusion and Neural shall execute and deliver such other documents, if any, to the Director as may be required in order to effect the Arrangement. The Arrangement shall become effective on the Effective Date and the steps to be carried out pursuant to the Plan of Arrangement will become effective commencing at the Effective Time immediately after one another in the sequence set out therein or as otherwise specified in the Plan of Arrangement.

Section 2.4 Implementation Steps

- (a) High Fusion covenants and agrees that, subject to the terms of this Agreement, it will promptly:
 - (i) make an application for a hearing before the Court pursuant to Section 192 of the CBCA, seeking the Interim Order addressing the matters set forth below;
 - (ii) proceed with such application and diligently pursue obtaining the Interim Order, including submission to the Court of the materials that would be submitted to High Fusion Shareholders, including without limitation the Circular, in connection with the Meeting;

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- (iii) lawfully convene and hold the Meeting in accordance with the Interim Order, High Fusion's articles and applicable Laws, as soon as reasonably practicable after the Interim Order is issued, for the purpose of, among other things, having the High Fusion Shareholders consider the Arrangement Resolution;
 - (iv) take all other actions that are reasonably necessary or desirable to obtain the approval of the Arrangement by the High Fusion Shareholders;
 - (v) subject to obtaining such approvals as are required by the Interim Order, as soon as reasonably practicable after the Meeting, make an application to the Court pursuant to Section 192 of the CBCA for the Final Order;
 - (vi) proceed with such application and diligently pursue obtaining the Final Order; and
 - (vii) subject to: (i) obtaining the Final Order; and (ii) the satisfaction or waiver (subject to applicable Laws) of each of the conditions set forth in Article 5 (excluding 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), as soon as reasonably practicable thereafter, take all steps necessary or desirable to give effect to the Arrangement, including filing the Arrangement Filings with the Director by such times and in such order as is necessary to effect the Plan of Arrangement in accordance with its terms.
- (b) Neural covenants and agrees that, subject to the terms of this Agreement, it shall promptly:
- (i) cooperate and assist High Fusion in seeking the Interim Order and the Final Order; and
 - (ii) subject to: (i) obtaining the Final Order; and (ii) the satisfaction or waiver (subject to applicable Laws) of each of the conditions set forth in Article 5 (excluding 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), as soon as reasonably practicable thereafter, take all steps and actions necessary or desirable to give effect to the Arrangement.

Section 2.4 Interim Order

The application referred to in Section 2(a)(i) shall, unless High Fusion and Neural agree otherwise, include a request that the Interim Order provide, among other things:

- (a) that the securities of High Fusion for which holders shall be entitled to receive notice of and vote on the Arrangement Resolution at the Meeting shall be the High Fusion SVS and High Fusion MVS;
- (b) for a record date, for the purposes of determining the High Fusion Shareholders entitled to receive notice of and vote at the Meeting;

- (c) that the Meeting may be adjourned or postponed from time to time by High Fusion without the need for additional approval by the Court;
- (d) that, except as required by Law or subsequently ordered by the Court, the record date, for the High Fusion Shareholders entitled to receive notice of and to vote at the Meeting will not change in respect of or as a consequence of any adjournment or postponement of the Meeting;
- (e) the High Fusion Shareholders shall be entitled to vote on the Arrangement Resolution, with each High Fusion Shareholder being entitled to one vote for each High Fusion SVS held by such shareholder and ten votes for each High Fusion MVS held by such holder, such vote to be conducted by ballot;
- (f) the requisite majority for the approval of the Arrangement Resolution shall be two-thirds of the votes cast by the High Fusion Shareholders present in person or by proxy at the Meeting;
- (g) that, provided the High Fusion Shareholders have agreed to waive the 21-day notice requirement set forth in the CBCA and National Instrument 54-101, the notice of the Meeting and the Circular may be sent to the High Fusion Shareholders less than 21 days before the date of the Meeting;
- (h) that in all other respects, the terms, conditions and restrictions of High Fusion's constating documents, including quorum requirements with respect to meeting of High Fusion Shareholders and other matters, shall apply with respect to the Meeting;
- (i) for the grant of the Dissent Rights to the High Fusion Shareholders who are registered holders of High Fusion MVS and High Fusion SVS, as set forth in the Plan of Arrangement; and
- (j) for the notice requirements with respect to the presentation of the application to the Court for the Final Order.

Section 2.5 Information Circular and Meetings

Subject to Section 6, as promptly as practical following the execution of this Agreement and in compliance with the Interim Order and applicable Laws:

- (a) High Fusion shall:
 - (i) prepare the Circular together with any other documents required by the CBCA or any other applicable Laws in connection with the approval of, among other things, the Arrangement Resolution by the High Fusion Shareholders at the Meeting; and
 - (ii) subject to the Interim Order, cause the notice of the Meeting and the Circular to be: (A) sent to the High Fusion Shareholders in compliance with the CBCA, High Fusion's articles and the timing requirements (As may be abridged by High Fusion) contemplated by *National Instrument 54-101* –

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Communication with Beneficial Owners of Securities of a Reporting Issuer, and (B) filed with one or more Authorities as required by the Interim Order and applicable Laws, including on SEDAR for the benefit of the public and the Canadian securities regulatory authorities, pursuant to and in accordance with the Interim Order and applicable Securities Legislation.

- (b) Neural shall cooperate in the preparation, filing and mailing of the Circular.
- (c) High Fusion and Neural shall cooperate with each other in the preparation, filing and dissemination of any: (i) required supplement or amendment to the Circular or such other document, as the case may be; and (ii) related news release or other document necessary or desirable in connection therewith.

Section 2.6 Income Tax Matters Taxes

- (a) High Fusion and Neural, as the case may be, will be entitled to deduct and withhold from any consideration otherwise payable to any High Fusion Shareholder under the Plan of Arrangement (including any payment to High Fusion Shareholders exercising Dissent Rights) such amounts as High Fusion or Neural are permitted or required to deduct and withhold with respect to such payment under the Tax Act and the rules and regulations promulgated thereunder, or any provision of any provincial, state, local or foreign tax Law as counsel may advise is permitted or required to be so deducted and withheld by High Fusion or Neural, as the case may be. High Fusion or Neural, or the duly appointed agent with respect to that matter, shall be entitled to dispose of such number of Neural Shares as is necessary to satisfy the withholdings contemplated herein (if any).
- (b) For the purposes of such deduction and withholding: (i) all withheld amounts shall be treated as having been paid to the person in respect of which such deduction and withholding was made on account of the obligation to make payment to such person hereunder; and (ii) such deducted or withheld amounts shall be remitted to the appropriate Authority in the time and manner permitted or required by the applicable Law by or on behalf of High Fusion or Neural, as the case may be.

Section 2.7 U.S. Securities Law Matters

The Parties agree that the Arrangement will be carried out with the intention that all securities of High Fusion and Neural to be issued pursuant to the Arrangement will be issued and exchanged in accordance with the Plan of Arrangement in reliance on the exemption from the registration requirements of the U.S. Securities Act provided by Section 3(a)(10) thereof. 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 based on the Court's approval of the Arrangement prior to the hearing of the Court required to approve the Arrangement;
- (c) the Court will be invited to satisfy itself and find, prior to approving the Arrangement, that the Arrangement is fair and reasonable, both procedurally and substantively,

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to the security holders of High Fusion including being provided sufficient information before it to determine the value of Arrangement Consideration Shares (as such term is defined in the Plan of Arrangement)

- (d) the Court will be provided a copy of the draft materials in substantially the form that would be submitted to High Fusion Shareholders in connection with the Meeting;
- (e) the Parties will ensure that each securityholder of High Fusion entitled to receive securities pursuant to the Arrangement will be given adequate notice advising such securityholder of High Fusion of his, her or its right to attend the hearing of the Court and provide each with sufficient information necessary for him or her to exercise that right, which notice shall be communicated to the High Fusion Shareholders by the issuance of a news release that shall include all appropriate details and posted on SEDAR;
- (f) High Fusion Shareholders will be advised that the securities issued and being distributed to them in the Plan of Arrangement have not been registered under the U.S. Securities Act and will be so issued and distributed in reliance on the exemption from the registration requirements of the U.S. Securities Act and may be subject to restrictions on resale under the securities laws of the United States;
- (g) the Interim Order will specify that each shareholder of High Fusion will have the right to appear before the Court so long as they enter an appearance within a reasonable time;
- (h) the Final Order shall include statements substantially to the following effect:

“The terms and conditions of the Plan of Arrangement are procedurally and substantively fair to the securityholders of High Fusion Inc. and are hereby approved by the Court. This Order will serve as a basis of a claim to an exemption, pursuant to Section 3(a)(10) of the United States Securities Act of 1933, as amended, from the registration requirements otherwise imposed by that act, regarding the issuance of securities pursuant to the Plan of Arrangement”.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES

Section 3.1 Representations and Warranties of High Fusion

High Fusion hereby represents and warrants to Neural as follows:

- (a) it is a corporation incorporated and subsisting under the laws of Canada and has full capacity and authority to enter into this Agreement and, subject to obtaining the requisite approvals and consents contemplated hereby, to perform its obligations hereunder;
- (b) neither the execution and delivery of this Agreement nor the performance of any of its covenants and obligations hereunder will constitute a material default under, or be in any material contravention or breach of: (i) any provision of its articles and by-laws; (ii) any judgment, decree, order, law, statute, rule or regulation applicable

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- to it; or (iii) any agreement or instrument to which it is a party or by which it is bound;
- (c) subject to Court proceedings related to the Interim Order and the Final Order, other than disclosed in the financial statements of High Fusion, there are no actions, suits, proceedings or investigations commenced, contemplated or threatened against or affecting it, at law or in equity, before or by any Authority nor are there any existing facts or conditions which may reasonably be expected to form a proper basis for any actions, suits, proceedings or investigations, which, in any case, would prevent or hinder the consummation of the transactions contemplated by this Agreement;
 - (d) no dissolution, winding up, bankruptcy, liquidation or similar proceeding has been commenced or is pending or proposed in respect of it;
 - (e) subject to receipt of the High Fusion Shareholders' approval of the Arrangement and receipt of the Final Order, it has taken all corporate actions necessary to authorize the execution and delivery of this Agreement and this Agreement has been duly executed and delivered by it;
 - (f) the authorized and issued an outstanding capital of High Fusion consists of the securities set out in Schedule "D" hereto;
 - (g) other than set out in Schedule "D" hereto, there are no securities convertible into High Fusion SVS or High Fusion MVS nor is there any agreement, warrant, option or other right capable of becoming an agreement, warrant or option for the purchase or other acquisition of any issued or unissued High Fusion MVS or High Fusion SVS; and
 - (h) High Fusion owns 17,983,334 Neural Shares beneficially and of record and upon completion of the Arrangement, High Fusion Shareholders shall have good and marketable title (subject to applicable law) to the securities (as they exist immediately following closing of the Arrangement), free and clear of all Encumbrances.

Section 3.2 Representations and Warranties of Neural

Neural hereby represents and warrants to High Fusion as follows:

- (a) it is a corporation incorporated and subsisting under the laws of the Province of Ontario and has full capacity and authority to enter into this Agreement and, subject to obtaining the requisite approvals and consents contemplated hereby, to perform its obligations hereunder;
- (b) it has taken all corporate action necessary to authorize the execution and delivery, and the performance of the provisions, of this Agreement and this Agreement has been duly authorized by it;
- (c) neither the execution and delivery of this Agreement nor the performance of any of its covenants and obligations hereunder will constitute a material default under, or be in any material contravention or breach of: (i) any provision of its articles and by-laws; (ii) any judgment, decree, order, law, statute, rule or regulation applicable to it; or (iii) any agreement or instrument to which it is a party or by which it is bound;

- (d) no dissolution, winding-up, bankruptcy, liquidation or similar proceedings have been commenced or are pending or proposed in respect of it;
- (e) Neural's current issued and outstanding capital is comprised of the following:
 - i. 38,859,989 Neural Shares;
 - ii. 5,546,660 Neural Warrants; and
 - iii. 596,599 Neural Broker Warrants.
- (f) other than set out in the section above there are no other securities exercisable or convertible into Neural Shares;
- (g) there are no amounts due from High Fusion to Neural.

Section 3.3 Survival of Representations and Warranties

The representations and warranties of each of the Parties contained herein will not survive the completion of this Arrangement and will expire and be terminated on the earlier of: (i) the termination of this Agreement in accordance with its terms; and (ii) the Effective Time.

**ARTICLE 4
COVENANTS**

Section 4.1 General Covenants

Each of High Fusion and Neural will:

- (a) use all commercially reasonable efforts and do all things reasonably required of it to cause the Arrangement to become effective as soon as reasonably practicable or on such date as High Fusion may determine;
- (b) do and perform all such acts and things, and execute and deliver all such agreements, assurances, notices and other documents and instruments as may reasonably be required to facilitate the carrying out of the intent and purpose of this Agreement including, without limitation, complying with the requirements for obtaining an exemption from the registration requirements of the U.S. Securities Act;
- (c) use their best efforts to obtain all necessary consents, assignments, waivers and amendments to, or terminations of, any instruments and take such measures as may be appropriate to fulfill its obligations hereunder and to carry out the transactions contemplated hereby; and
- (d) cooperate with and assist each other in dealing with transitional matters relating to or arising from the Arrangement or this Agreement.

Section 4.2 Covenants of High Fusion

Subject to Section 6, High Fusion hereby covenants and agrees with Neural as follows:

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- (a) until the earlier of: (i) the Effective Date; and (ii) the termination of this Agreement, not perform any act or enter into any transaction which interferes or is inconsistent with the completion of the Plan of Arrangement;
- (b) make an application to the Court for the Interim Order and provide draft materials that would be submitted to the High Fusion Shareholders in connection with the Meeting, including without limitation: (i) the Circular; (ii) sufficient information before it to determine the value of Arrangement Consideration Shares (as such term is defined in the Plan of Arrangement), and (iii) any other materials required by the Court;
- (c) it shall in a timely and expeditious manner: (i) carry out the terms of the Interim Order; (ii) ensure that the Circular complies with *National Instrument 51-102 – Continuous Disclosure Obligations* and Form 51-102F5 thereunder and *Multilateral Instrument 61-101 – Protection of Minority Security Holders in Special Transactions* and provide High Fusion Shareholders with sufficient detail to permit them to form a reasoned judgment concerning the matters to be placed before them at the Meeting; (iii) file the Circular in all jurisdictions where the same is required to be filed and mail the same as ordered by the Interim Order and in accordance with all applicable laws, and solicit proxies to be voted at the Meeting in favour of the Arrangement and related matters; (iv) conduct the Meeting in accordance with the Interim Order and the by-laws of High Fusion, as applicable, and as otherwise required by applicable laws; (v) use commercially reasonable efforts to obtain such other consents, orders, rulings, approvals and assurances as counsel may advise are necessary or desirable in connection with the completion of the Arrangement and as contemplated by this Agreement; (vi) use its best efforts to obtain the approval of the Arrangement Resolution; and (vii) use its best efforts to obtain the approval of the Stated Capital Resolution;
- (d) provide Neural with any information required regarding High Fusion to ensure that Neural can comply with the exemption from the registration requirements available for "foreign private issuers" under the U.S. Exchange Act provided by Rule 12g3-2(b) thereunder following the completion of the Arrangement and assuming that Neural achieves Going Public Transaction;
- (e) it will use all reasonable efforts to cause each of the conditions precedent set out in Section 5.1 and Section 5.2 hereof to be complied with on or before the Effective Date;
- (f) it will not take any action on its part to divert the use of Neural's available capital other than for the purposes of completing the Arrangement, preparing the Circular, conducting the Meeting, or activities that directly relate to Neural's nutraceutical and pharmaceutical business plan;
- (g) prior to High Fusion applying for the Final Order, it shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as the parties may mutually determine, acting reasonably, to be necessary or desirable to ensure that High Fusion is not insolvent for the purposes of section 192(3) of the CBCA, and such that neither party has any further financial obligations with

respect thereof, other than as contemplated in Section 8.8 hereto; and

- (h) ensure that the information set forth in the Circular relating to High Fusion and Neural, and their respective businesses and the effect of the Plan of Arrangement thereon 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.

Section 4.3 Covenants of Neural

Neural hereby covenants and agrees with High Fusion as follows:

- (a) until the earlier of: (i) the Effective Date; and (ii) the termination of this Agreement, not perform any act or enter into any transaction which interferes or is inconsistent with the completion of the Plan of Arrangement;
- (b) it shall perform the obligations required to be performed by it, and shall enter into all agreements required to be entered into by it, under this Agreement and the Plan of Arrangement and shall do all such other acts and things as may be necessary or desirable in order to carry out and give effect to the Arrangement and related transactions as described in the Circular and, without limiting the generality of the foregoing, to the extent requested by High Fusion, it shall seek and cooperate with High Fusion in seeking (i) the Interim Order and the Final Order; and (ii) such other consents, orders, rulings, approvals and assurances as counsel may advise are necessary or desirable in connection with the completion of the Arrangement;
- (c) it shall take such actions as are reasonably required for Neural to comply with the exemption from the registration requirement for Neural Shares to be issued under the Arrangement under the U.S. Exchange Act provided by Rule 12g3-2(b) thereunder on the Effective Date;
- (d) it will use all reasonable efforts to cause each of the conditions precedent set out in Section 5.1 and Section 5.2 hereof to be complied with on or before the Effective Date;
- (e) it shall not use its funds for any other purpose other than advancing its nutraceutical and pharmaceutical business plan;
- (f) not, without limiting the generality of the foregoing covenants, until the Effective Date, except as required to effect the Plan of Arrangement or with the consent of High Fusion:
 - (i) issue any additional securities other than in connection with the Plan of Arrangement or transactions required in order to effect the Plan of Arrangement;
 - (ii) issue or enter into any agreement or agreements to issue or grant options, warrants or other rights to purchase or otherwise acquire any securities; or
 - (iii) alter or amend its constating documents as the same exist at the date of this Agreement except as specifically provided for hereunder.

EXECUTION VERSION

- (g) it shall be responsible for all costs associated with the Arrangement and the Meeting, and the preparation of the related documentation, including the Circular and all items identified in Section 4.2; and
- (h) it shall take the steps to issue 2,000,000 Neural HF Warrants to High Fusion on or prior to the Effective Date.

Section 4.4 Indemnification

Each Party covenants and agrees to indemnify and save harmless the other Party from and against any and all liabilities, claims, demands, losses, costs, damages and expenses to which such Party or any of its Representatives may be subject or may suffer, in any way caused by, or arising, directly or indirectly, from or in consequence of:

- (a) any misrepresentation or alleged misrepresentation in any information included in the Circular that is provided by the other Party for the purpose of inclusion in the Circular; and
- (b) any order made, or any inquiry, investigation or proceeding pursuant to any Securities Legislation, or by any Authority, based on any misrepresentation or any alleged misrepresentation in any information provided by the other Party for the purpose of inclusion in the Circular.

ARTICLE 5 CONDITIONS

Section 5.1 Mutual Conditions Precedent

The respective obligation of the parties hereto to complete the transactions contemplated by this Agreement, including the Arrangement, the obligation of High Fusion to file the Articles of Arrangement and the obligation of each of High Fusion and Neural to take such other action as is necessary or desirable to give effect to the Arrangement shall be subject to the satisfaction, or mutual waiver in writing, on or before the Effective Date, of the following conditions:

- (a) the Interim Order shall have been granted in form and substance satisfactory to High Fusion and Neural, acting reasonably, and such order shall not have been set aside or modified in a manner unacceptable to any of the Parties, acting reasonably, on appeal or otherwise;
- (b) the Arrangement and this Agreement, with or without amendment, shall have been approved by the directors and, if required, the Neural Shareholders to the extent required by, and in accordance with applicable Laws and the constating documents of Neural;
- (c) the Arrangement Resolution, with or without amendment, shall have been approved by the required number of votes cast by High Fusion Shareholders at the Meeting, in accordance with the Interim Order and, subject to the Interim Order, the constating documents of High Fusion, applicable Laws and the requirements of any applicable regulatory authorities;
- (d) the Stated Capital Resolution, with or without amendment, shall have been approved at the Meeting by the required number of votes cast by High Fusion

Shareholders at the Meeting;

- (e) the Court shall have determined that the terms and conditions of the Arrangement are procedurally and substantively fair to the High Fusion Shareholders and the Final Order shall have been granted in form and substance satisfactory to High Fusion, and shall not have been set aside or modified in a manner unacceptable to High Fusion, on appeal or otherwise;
- (f) the Arrangement Filings shall be in a form and substance satisfactory to High Fusion and Neural (each acting reasonably);
- (g) the Neural Shares to be issued in the United States pursuant to the Arrangement shall be issued in accordance with and exempt from registration requirements under applicable exemptions from registration under the U.S. Securities Act;
- (h) all material governmental, court, regulatory, third party and other approvals, consents, expiry of waiting periods, waivers, permits, exemptions, orders and agreements and all amendments and modifications to, and terminations of, agreements, indentures and arrangements considered by High Fusion to be necessary or desirable for the Arrangement to become effective shall have been obtained or received on terms that are satisfactory to High Fusion;
- (i) no action will have been instituted and be continuing on the Effective Date for an injunction to restrain, a declaratory judgment in respect of, or damages on account of or relating to the Arrangement and there will not be in force any order or decree restraining or enjoining the consummation of the transactions contemplated by this Agreement and no cease trading or similar order with respect to any securities of any of the parties will have been issued and remain outstanding;
- (j) none of the consents, orders, rulings, approvals or assurances required for the implementation of the Arrangement will contain terms or conditions or require undertakings or security deemed unsatisfactory or unacceptable by High Fusion;
- (k) no Laws, regulation or policy shall have been proposed, enacted, promulgated or applied which interferes or is inconsistent with the completion of the Plan of Arrangement, including any material change to the Income Tax Act and other relevant income tax Laws of Canada or the Province of Ontario, which would have a material adverse effect upon High Fusion Shareholders if the Plan of Arrangement is completed as set out in this Agreement;
- (l) no material fact or circumstance, including the fair market value of the Neural Shares, shall have changed in a manner which would have a material adverse effect upon High Fusion or the High Fusion Shareholders if the Plan of Arrangement is completed;
- (m) the issuance of the securities under the Plan of Arrangement shall be exempt from registration under the U.S. Securities Act pursuant to the Section 3(a)(10) Exemption;
- (n) the issuance of the securities under the Plan of Arrangement shall be exempt from registration under Securities Legislation pursuant to the Section 2.11 of NI 45-106;

- (o) the Parties shall take the steps necessary to satisfy the requirements for Neural to become a Reporting Issuer following the completion of the Plan of Arrangement;
- (p) High Fusion shall have filed the Articles of Arrangement prior to the Effective Time;
- (q) holders of shares representing no more than 5% of votes attaching to the High Fusion Shares, in the aggregate, shall have exercised their Dissent Rights; and
- (r) this Agreement shall not have been terminated pursuant to Section 6.2 hereof.

Section 5.2 Additional Conditions to Obligations of Each Party

The obligation of each of High Fusion and Neural to complete the transactions contemplated by this Agreement, including the Arrangement, is further subject to the condition, which may be waived by such Party without prejudice to the right of such Party hereto to rely on any other condition in favour of such Party, that subject to Section 6, each and every one of the covenants of the other Party hereto to be performed on or before the Effective Date pursuant to the terms of this Agreement shall have been performed by such Party and that, except as affected by the transactions contemplated by this Agreement, the representations and warranties of the other Party shall be true and correct in all material respects on the Effective Date (except for representations and warranties made as of the specified date, the accuracy of which shall be determined as at that specified date), with the same effect as if such representations and warranties had been made at, and as of, such time.

**ARTICLE 6
AMENDMENT AND TERMINATION**

Section 6.1 Amendment

Subject to any restrictions under the CBCA or in the Final Order, this Agreement (including the Schedules attached hereto) may, at any time and from time to time before or after the holding of the Meeting, but not later than 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, the High Fusion 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;
- (b) waive any inaccuracies or modify any representation contained herein or in 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; or
- (d) make such alterations in this Agreement (including the Plan of Arrangement) as the parties may consider necessary or desirable in connection with the Interim Order, the Final Order or otherwise.

Section 6.2 Termination

The parties agree that:

- (a) if any condition contained in Article 5 is not satisfied at or before the Outside Date to the satisfaction of each Party, then such Party may, by notice to the other Party hereto terminate this Agreement and the obligations of the Parties hereunder (except as otherwise herein provided) but without detracting from the rights of such Party arising from any breach by any other Party but for which the condition would have been satisfied;
- (b) this Agreement may:
 - (i) be terminated by the mutual agreement of the Parties hereto;
 - (ii) be terminated by any Party hereto if there shall be passed any Law that makes consummation of the transactions contemplated by this Agreement illegal or otherwise prohibited;
 - (iii) be terminated by any Party if the approval of the High Fusion Shareholders shall not have been obtained by reason of the failure to obtain the required vote on the Arrangement Resolution at the Meeting, at any time prior to the earlier of: (i) the Effective Date; and (ii) the Outside Date, by written notice to all other parties;
- (b) if the Effective Date does not occur on or prior to the Outside Date, then this Agreement shall automatically terminate without any further action of the Parties hereto;
- (c) if this Agreement is terminated in accordance with the foregoing provisions of this Section 6.2, no Party shall have any further liability to perform its obligations hereunder except as specifically contemplated hereby.

Section 6.3 Effect of Termination

Upon the termination of this Agreement pursuant to Section 6.2 hereof, neither Party hereto shall have any liability or further obligation to the other Party hereto.

**ARTICLE 7
MERGER AND SURVIVAL**

Section 7.1 Merger of Conditions

The conditions set out in Section 5.1 hereof shall be conclusively deemed to have been satisfied or waived upon the Effective Date.

Section 7.2 Merger of Covenants

The provisions of Section 4.1, Section 4.2 and Section 4.3 hereof shall be conclusively deemed to have been satisfied in all respects upon the Effective Date.

Section 7.3 Survival of Representations and Warranties

The representations and warranties of High Fusion and Neural contained in this

Agreement shall not survive the completion of the Arrangement and shall 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 8
GENERAL**

Section 8.1 Notices

All notices to either of the parties hereto which may or are required to be given pursuant to any provision of this Agreement shall be given or made in writing and shall be deemed to be validly given if served personally or by email, in each case to the attention of the senior officer at the following address or at such other address as shall be specified by a party hereto by like notice:

(a) if to High Fusion:

2905-77 King Street West
Toronto, ON M5K 1H1

Attention: Robert Wilson, Chief Financial Officer
Email: rwilson@nutritionalhigh.com

(b) if to Neural:

2905-77 King Street West
Toronto, ON M5K 1H1

Attention: Ian Campbell, Chief Executive Officer and Director
Email: icampbell@neuraltherapeutics.ca

Any notice that is delivered to such address shall be deemed to be delivered on the date of delivery if delivered on a Business Day prior to 5:00 p.m. (local time at the place of receipt) or on the next Business Day if delivered after 5:00 p.m. or on a non-Business Day. Any notice delivered by email shall be deemed to be delivered on the date of transmission.

Section 8.2 Time of the Essence

Time shall be of the essence of this Agreement.

Section 8.3 Assignment

Neither of the parties hereto may assign its rights or obligations under this Agreement or the Arrangement without the prior written consent of the other.

Section 8.4 Binding Effect

This Agreement and the Plan of Arrangement shall be binding upon and shall enure to the benefit of each of the parties hereto and the respective successors and permitted assigns thereof.

Section 8.5 Waiver

Any waiver or release of any of the provisions of this Agreement, to be effective, must be in writing executed by the party hereto granting such waiver or release.

Section 8.6 Further Assurances

Each party hereto shall, from time to time, and at all times hereafter, at the request of the other, but without further consideration, do, or cause to be done, all such other acts, and execute and deliver, or cause to be executed and delivered, all such further agreements, transfers, assurances, instruments or documents as may be reasonably required in order to fully perform and carry out the terms and intent hereof including, without limitation, the Arrangement.

Section 8.7 Governing Law

This Agreement shall be governed by, and be construed in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein but the reference to such laws shall not, by conflict of laws rules or otherwise, require the application of the law of any jurisdiction other than the Province of Ontario.

Each Party agrees that any action or proceeding arising out of or relating to this Agreement may be instituted in the courts of Ontario, waives any objection which it may have now or later to the venue of that action or proceeding, irrevocably submits to the exclusive jurisdiction of those courts in that action or proceeding and agrees to be bound by any judgement of those courts.

Section 8.8 Expenses

Other than noted herein, all expenses incurred in connection with this Agreement, the Arrangement and the transactions contemplated hereby and thereby shall be borne by Neural.

Section 8.9 Counterparts

This Agreement may be executed in one or more counterparts, by original, facsimile or pdf signature, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Section 8.10 Severability

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule, Law, or public policy, all other conditions and provisions of this Agreement will nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated by this Agreement is not affected in any manner materially adverse to any Party. Upon any determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties will negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated by this Agreement are fulfilled to the fullest extent possible.

Section 8.11 Enurement

This Agreement will be binding upon and enure to the benefit of the Parties and their respective successors and permitted assigns from time to time.

Section 8.12 Entire Agreement

This Agreement, the Plan of Arrangement and the other agreements contemplated hereby and thereby constitute the entire agreement between the Parties pertaining to the subject matter hereof. There are no warranties, conditions, or representations (including any that may be implied by statute) and there are no agreements in connection with such subject matter, except as specifically set forth or referred to in this Agreement or as otherwise set out in writing and delivered at the completion of the Arrangement. No reliance is placed on any warranty, representation, opinion, advice or assertion of fact made by any Party or its directors, officers, employees or agents, to any other Party or its directors, officers, employees or agents, except to the extent that the same has been reduced to writing and included as a term of this Agreement. Accordingly, there will be no liability, either in tort or in contract, assessed in relation to any such warranty, representation, opinion, advice or assertion of fact, except to the extent aforesaid.

Section 8.13 Language

The Parties to this Agreement confirm their express wish that this Agreement and all documents and agreements directly or indirectly relating thereto be drawn up in the English language. Les Parties reconnaissent leur volonté expresse que la présente Entente ainsi que tous les documents et commis s'y rattachant directement ou indirectement soient rédigés en anglais.

[Remainder of page intentionally left blank. Signature page follows.]

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

HIGH FUSION INC.

Per: /s/ "John Durfy"
Name: John Durfy
Title: Chief Executive Officer and Director

NEURAL THERAPEUTICS INC.

Per: /s/ "Ian Campbell"
Name: Ian Campbell
Title: Chief Executive Officer and Director

SCHEDULE "A"

PLAN OF ARRANGEMENT
UNDER THE PROVISIONS OF SECTION 192
OF THE *CANADA BUSINESS CORPORATIONS ACT*

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Plan of Arrangement, unless there is something in the subject matter or context inconsistent therewith, the following terms shall have the respective meanings set out below and grammatical variations of such terms shall have corresponding meanings:

"Arrangement" means the arrangement under Section 192 of the CBCA on the terms and subject to the conditions set out in this Plan of Arrangement, subject to any amendments or variations thereto made in accordance with the Arrangement Agreement or this Plan of Arrangement or r made at the direction of the Court in the Final Order with the consent of High Fusion;

"Arrangement Agreement" means the arrangement agreement dated as of November 3, 2022, including the Schedules attached hereto, as may be supplemented or amended from time to time;

"Arrangement Consideration Shares" means the securities issued or distributed, as the case may be, pursuant to the Share Exchange, being High Fusion New SVS, High Fusion New MVS and Neural Shares;

"Arrangement Resolution" means the special resolution of the High Fusion Shareholders in respect of the Arrangement to be considered at the Meeting;

"Articles of Arrangement" means the articles of arrangement in respect of the Arrangement required by the CBCA to be sent to the Director after the Final Order is made, which shall include this Plan of Arrangement and otherwise be in a form and content satisfactory to High Fusion and Neural, each acting reasonably;

"Board of Directors" means the duly appointed board of directors of the applicable company;

"Business Day" means a day, other than a Saturday, Sunday or statutory holiday, when banks are generally open in the City of Toronto, Ontario for the transaction of banking business;

"CBCA" means the *Canada Business Corporations Act* and the regulations made thereunder, as promulgated or amended from time to time;

"CDS" means CDS Clearing and Depository Services Inc.;

"Certificate of Arrangement" means the certificate of arrangement giving effect to the Arrangement, issued pursuant to subsection 192(7) of the CBCA after the Articles of Arrangement have been filed;

"Circular" means the management information circular of High Fusion to be prepared and sent to the High Fusion Shareholders in connection with the Meeting;

"Consideration" means the consideration payable by High Fusion pursuant to Section 2.4 of this Plan of Arrangement to a person who is, immediately before the Effective Time, a High Fusion Shareholder;

"Conversion Factor" means the number of Neural Shares to be distributed to the holders of High Fusion SVS and High Fusion MVS as a result of the Share Exchange, which number shall be calculated such that following completion of the Arrangement the holders of High Fusion SVS and High Fusion MVS will hold 12.1376% of the outstanding Neural Shares following completion of the Arrangement.

"Court" means the Ontario Superior Court of Justice;

"Depository" means Odyssey Trust Company or such other person that may be appointed by the Parties for the purpose of receiving deposits of certificates formerly representing High Fusion SVS and High Fusion MVS;

"Director" means the director appointed under Section 260 of the CBCA;

"Dissent Procedures" has the meaning attributed to that term in Section 3.1 of this Plan of Arrangement;

"Dissent Rights" has the meaning set forth in Section 3.1 of the Plan of Arrangement;

"Dissenting Shareholder" means a registered High Fusion Shareholder who has validly exercised its Dissent Rights pursuant to Article 3 and the Interim Order and has not withdrawn or been deemed to have withdrawn such exercise of Dissent Rights, but only in respect of the High Fusion Shares for which Dissent Rights have been validly exercised by such registered High Fusion Shareholder;

"Effective Date" means the date of certification of the Articles of Arrangement by the Director in accordance with Section 192(8) of the CBCA;

"Effective Time" means 12:01 a.m. (Toronto time) on the Effective Date;

"Encumbrance" means any encumbrance, lien, charge, hypothec, pledge, mortgage, title retention agreement, security interest of any nature, prior claim, adverse claim, exception, reservation, restrictive covenant, agreement, easement, lease, license, right of occupation, option, right of use, right of first refusal, right of pre-emption, privilege or any matter capable of registration against title or any contract to create any of the foregoing.

"Final Order" means the final order of the Court pursuant to Section 192(3) of the CBCA, after a hearing upon the fairness of the terms and conditions of the Arrangement, in a form acceptable to High Fusion approving the Arrangement as such order may be amended by the Court (with the consent of High Fusion) at any time prior to the Effective Date or, if appealed, then, unless such appeal is withdrawn or denied, as affirmed or as amended (provided that any such amendment is acceptable to High Fusion) on appeal, and after notice and a hearing at which all High Fusion Securityholders have the right to appear;

"High Fusion" means High Fusion Inc. (formerly Nutritional High International Inc.), a company incorporated pursuant to the laws of Canada;

"High Fusion Articles" means articles of amendment of High Fusion dated November 15, 2021;

"High Fusion MVS" means the multiple voting shares of High Fusion;

"High Fusion SVS" means the subordinate voting shares of High Fusion;

"High Fusion New MVS" has the meaning attributed to that term in Section 2.4(e)(iii) of this Plan of Arrangement;

"High Fusion New SVS" has the meaning attributed to that term in Section 2.4(e)(iv) of this Plan of Arrangement;

"High Fusion Shareholders" means the holders of High Fusion MVS and High Fusion SVS, at the applicable time;

"High Fusion Shares" means all issued and outstanding High Fusion MVS and High Fusion SVS;

"Interim Order" means the interim order of the Court containing declarations and directions with respect to the Arrangement and the holding of the Meeting, as such order may be affirmed, amended and modified;

"Letter of Transmittal" means the letter of transmittal enclosed with the Circular sent in connection with the Meeting pursuant to which, among other things, registered High Fusion Shareholders are required to deliver certificates representing High Fusion SVS and High Fusion MVS, in order to receive the Consideration to which they are entitled;

"Meeting" means the annual and special meeting of High Fusion Shareholders and any adjournment(s) or postponement(s) thereof, to be called and held in accordance with the Interim Order to consider and to vote on the Arrangement Resolution and the Stated Capital Resolution and any other matters set out in the Notice of Meeting;

"Notice of Meeting" means the notice of the Meeting to be sent to the High Fusion Shareholders, which notice will accompany the Circular;

"Parties" means, collectively, High Fusion and Neural Therapeutics, and **"Party"** means any one of them;

"Person" or **"person"** means and includes an individual, sole proprietorship, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate, trustee, executor, administrator or other legal representative and the Crown or any agency or instrumentality thereof;

"Plan of Arrangement" means this plan of arrangement and any amendments or variations thereto made in accordance with this Agreement, the Plan of Arrangement or upon the direction of the Court in the Final Order with the consent of High Fusion;

"Neural" means Neural Therapeutics Inc. (formerly Psychedelic Science Corp.), a company incorporated pursuant to the laws of the Province of Ontario, Canada;

"Neural Shares" means the common shares in the capital of Neural;

"Round Down Provision" has the meaning attributed to that term in of Section 2.5 of this Plan of Arrangement;

"OBCA" means the *Business Corporations Act* (Ontario) and the regulations made thereunder, as promulgated or amended from time to time;

"Share Exchange" has the meaning attributed to that term in Section 2.4(c) of this Plan of Arrangement;

“Stated Capital Resolution” means the special resolution of the High Fusion Shareholders approving a reduction in the stated capital of the High Fusion SVS and High Fusion MVS (proportionately based on the number of total votes) by such amount as the Board of Directors of High Fusion determines at the relevant time is required so that the realizable value of High Fusion’s assets is not less than the aggregate of High Fusion’s liabilities and the stated capital of High Fusion SVS and High Fusion MVS;

“Tax Act” means the *Income Tax Act* (Canada) and the regulations made thereunder, as promulgated or amended from time to time; and

“US Tax Code” means the United States Internal Revenue Code of 1986 and the regulations made thereunder, as promulgated or amended from time to time; and

“Transfer Agent” means Odyssey Trust Company, or such other trust company or transfer agent as may be designated by High Fusion.

In addition, words and phrases used herein and defined in the CBCA and not otherwise defined herein or in the Arrangement Agreement shall have the same meaning herein as in the CBCA unless the context otherwise requires.

1.2 Sections and Headings

The division of this Plan of Arrangement into articles and sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Plan of Arrangement. Unless reference is specifically made to some other document or instrument, all references herein to articles and sections are to articles and sections of this Plan of Arrangement.

1.3 Number, Gender and Persons

In this Plan of Arrangement, unless otherwise expressly stated or the context otherwise requires, words importing the singular number shall include the plural and *vice versa*, and words importing gender shall include all genders.

1.4 Statutory References

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

1.5 Currency

Unless otherwise stated all references in this Plan of Arrangement to sums of money are expressed in lawful money of Canada.

1.6 Business Day

In the event that the date on which any action is required to be taken hereunder by either of the parties is not a Business Day in the place where the action is required to be taken, such action shall be required to be taken on the next succeeding day which is a Business Day in such place.

1.7 Governing Law

This Plan of Arrangement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

1.8 Binding Effect

This Plan of Arrangement will become effective at, and be binding at and after, the Effective Time on: High Fusion and all registered and beneficial High Fusion Shareholders and all Dissenting Shareholders. This Plan of Arrangement may be withdrawn prior to the occurrence of any of the events in Section 2.1 in accordance with the terms of the Arrangement Agreement.

**ARTICLE 2
ARRANGEMENT**

2.1 Preliminary Steps to the Arrangement

The approval of the Stated Capital Resolution and the reduction in the stated capital of the High Fusion SVS and High Fusion MVS by such amount as the Board of Directors of High Fusion determines at the relevant time is required and shall occur prior to, and be a condition to the implementation of this Plan of Arrangement.

2.2 Effect of Plan of Arrangement

This Plan of Arrangement and the Arrangement, upon the filing of the Articles of Arrangement and the issue of the Certificate of Arrangement, if any, shall become effective at the Effective Time, and shall be binding on High Fusion, Neural, all registered holders and beneficial owners of High Fusion Shares, including all Dissenting Shareholders, the Transfer Agent, the Depository and all other Persons, at and after the Effective Time, without any further act or formality required on the part of any Person..

2.3 Filing of Articles of Arrangement

The Articles of Arrangement and the Certificate of Arrangement shall be filed and issued, respectively, with respect to this Arrangement in its entirety. The Certificate of Arrangement shall be conclusive evidence that the Arrangement has become effective and that each of the provisions of Section 2.4 has become effective in the sequence and at the times set out therein.

2.4 Arrangement

Commencing at the Effective Time, each of the events set out below shall occur and shall be deemed to occur in the following sequence or as otherwise provided below or herein, without any further act or formality on the part of any Person, in each case, unless specifically provided otherwise in this Section 2.4, effective as at two-minute intervals starting at the Effective Time:

- (a) each High Fusion Share held by a Dissenting Shareholder shall be deemed to be transferred by the holder thereof, without any further act or formality on its part, free and clear of all Encumbrances, to High Fusion for cancellation and shall be cancelled:
- (b) such Dissenting Shareholder shall cease to be the holder of such High Fusion Shares and to have any rights as a High Fusion Shareholder other than the right to be paid fair value for such High Fusion Shares by High Fusion in accordance with Article 3;

- (c) the name of such Dissenting Shareholder shall be removed from High Fusion's register of High Fusion Shares as a holder of High Fusion Shares;
- (d) concurrently with the surrender and cancellation of the High Fusion Shares held by Dissenting Shareholders pursuant to Section 2.4(a), the amount of the stated capital account maintained by High Fusion in respect of the Neural Shares shall be reduced by an amount equal to the product obtained when (i) the amount of the stated capital account maintained High Fusion in respect of the High Fusion Shares immediately prior to the Effective Time, is multiplied by (ii) a fraction, the numerator of which is the number of High Fusion Shares surrendered and cancelled pursuant to Section 2.4(a), and the denominator of which is the number of High Fusion Shares outstanding immediately prior to the Effective Time;
- (e) The articles of High Fusion shall be amended to provide that the authorized share structure of High Fusion shall be reorganized and altered by:
 - i. changing the identifying name of the issued and unissued High Fusion SVS from "Subordinate Voting Shares" to "Class A Subordinate Voting Shares" and amending the rights, privileges, restrictions and conditions attaching to those shares to require High Fusion to provide a notice of time and place of any meeting of shareholders to be sent at least 22 days and not more than 60 days to shareholders thereof;
 - ii. changing the identifying name of the issued and unissued High Fusion MVS from "Multiple Voting Shares" to "Class A Multiple Voting Shares" and amending the rights, privileges, restrictions and conditions attaching to those shares to require High Fusion to provide a notice of time and place of any meeting of shareholders to be sent at least 22 days and not more than 60 days to shareholders thereof;
 - iii. creating a new class of shares without par value, with no maximum number and with the identifying name "Class B Subordinate Voting Shares" having the rights, privileges, restrictions and conditions identical to High Fusion SVS, as more particularly described in the High Fusion Articles, prior to the amendments described in Section 2.4(e)(i) (the "**High Fusion New SVS**"); and
 - iv. creating a new class of shares without par value, with no maximum number and with the identifying name "Class A Multiple Voting Shares" having the rights, privileges, restrictions and conditions identical to High Fusion MVS, as more particularly described in the High Fusion Articles, prior to the amendments described in Section 2.4(e)(ii) (the "**High Fusion New MVS**");
- (f) High Fusion shall reorganize its capital within the meaning of Section 86 of the Tax Act such that each High Fusion Shareholder (for the avoidance of doubt, excluding any High Fusion Shares surrendered and cancelled in accordance with Section 2.4(a)) shall dispose of all of the High Fusion Shareholder's securities to High Fusion and in consideration and exchange therefor ("**Consideration**"), High Fusion shall:
 - i. with respect to the holders of High Fusion SVS:
 - a) issue the same number of High Fusion New SVS;
 - b) distribute a number of Neural Shares equal to the product of the number of High Fusion SVS held and the Conversion Factor,

applicable to the High Fusion SVS, in accordance with the provisions of Article 4 of this Plan of Arrangement as of the Effective Date;

- ii. with respect to the holders of High Fusion MVS:
 - a) issue the same number of High Fusion New MVS;
 - b) distribute a number of Neural Shares equal to the product of the number of High Fusion MVS held and the Conversion Factor, applicable to the High Fusion MVS, in accordance with the provisions of Article 4 of this Plan of Arrangement as of the Effective Date;

(collectively, the "**Share Exchange**"), and, in connection with the Share Exchange:

- (A) the name of each High Fusion Shareholder shall be removed from the central securities register for the High Fusion SVS and High Fusion MVS and added to the central securities register for the High Fusion New SVS and High Fusion New MVS, respectively, and Neural Shares as the holder of the number of High Fusion New SVS, High Fusion New MVS and Neural Shares, respectively, received pursuant to the Share Exchange;
 - (B) the High Fusion SVS and High Fusion MVS shall be cancelled and the capital in respect of such securities shall be reduced to nil;
 - (C) an amount equal to the stated capital of the High Fusion SVS immediately before the Share Exchange less the aggregate fair market value of Neural Shares, distributed to the holders of the High Fusion SVS on the Share Exchange shall be added to the capital in respect of the High Fusion New SVS;
 - (D) an amount equal to the stated capital of the High Fusion MVS immediately before the Share Exchange less the aggregate fair market value of Neural Shares, distributed to the holders of the High Fusion MVS on the Share Exchange shall be added to the capital in respect of the High Fusion New SVS;
 - (E) The number of Neural Shares distributed pursuant to the Share Exchange shall be removed from Neural's register of holders of Neural Shares;
- (e) The authorized share structure of High Fusion shall be reorganized and altered by:
- i. eliminating the High Fusion SVS from the authorized share structure of High Fusion;
 - ii. eliminating the High Fusion MVS from the authorized share structure of High Fusion;
 - iii. changing the identifying name of the issued and unissued High Fusion New SVS from "Class B Subordinate Voting Shares" to "Subordinate Voting Shares";
 - iv. changing the identifying name of the issued and unissued High Fusion New MVS from "Class B Multiple Voting Shares" to "Multiple Voting Shares".

2.5 No Fractional Securities

No fractional security shall be distributed by High Fusion to High Fusion Shareholders on the Share Exchange. If High Fusion would otherwise be required to distribute to High Fusion Shareholder an aggregate number of distributed securities that is not a round number, then the

number of Neural Shares, distributable to that High Fusion Shareholder shall be rounded down to the next lesser whole number (the "**Round Down Provision**") and that High Fusion Shareholder shall not receive any compensation in respect thereof. In calculating such fractional interests, all High Fusion SVS and all High Fusion MVS registered in the name of or beneficially held by such High Fusion Shareholder or their nominee shall be aggregated. Notwithstanding the foregoing, if the Round Down Provision would otherwise result in the number of Neural Shares distributable to a particular High Fusion Shareholder being rounded down from one to nil, then the Round Down Provision shall not apply and High Fusion shall distribute one High Fusion Share, to that High Fusion Shareholder.

2.6 Extinction of Rights

Any instrument or certificate which immediately prior to the Effective Time represented outstanding High Fusion Shares that were exchanged pursuant to Section 2.4 or an affidavit of loss and bond or other indemnity pursuant to Section 4.3, shall, on or prior to the sixth (6th) anniversary of the Effective Date, cease to represent a claim or interest of any kind or nature against High Fusion. On such date, the aggregate High Fusion New SVS or High Fusion New MVS, as applicable, to which the former High Fusion Shareholder referred to in the preceding sentence was ultimately entitled shall be deemed to have been surrendered for no consideration to High Fusion, and shall be returned to High Fusion by the Depositary. None of High Fusion, Neural or the Depositary shall be liable to any person in respect of any amount for High Fusion New SVS, High Fusion New MVS or Neural Shares, delivered to a public official pursuant to any applicable abandoned property, escheat or similar law.

2.6 Withholding

- (a) High Fusion and Neural, as the case may be, will be entitled to deduct and withhold from any Consideration otherwise payable to any High Fusion Shareholder under this Plan of Arrangement (including any payment to High Fusion Shareholders exercising Dissent Rights) such amounts as High Fusion or Neural are permitted or required to deduct and withhold with respect to such payment under the Tax Act and the rules and regulations promulgated thereunder, or any provision of any provincial, state, local or foreign tax Law as counsel may advise is permitted or required to be so deducted and withheld by High Fusion or Neural, as the case may be. High Fusion, Neural, the Transfer Agent or the duly appointed party on behalf of thereof, shall be entitled to dispose of such number of Neural Shares as is necessary to satisfy the withholdings contemplated herein.
- (b) For the purposes of such deduction and withholding: (i) all withheld amounts shall be treated as having been paid to the person in respect of which such deduction and withholding was made on account of the obligation to make payment to such person hereunder; and (ii) such deducted or withheld amounts shall be remitted to the appropriate Authority in the time and manner permitted or required by the applicable Law by or on behalf of High Fusion or Neural, as the case may be.
- (c) High Fusion, Neural and the Transfer Agent shall be entitled to deduct and withhold from any amount otherwise payable to any High Fusion Shareholder or Neural Shareholder, as applicable, such amounts as High Fusion, Neural, or the Transfer Agent is required or permitted to deduct and withhold with respect to such payment under the Tax Act or US Tax Code, or any provision of any applicable federal, provincial, state, local or foreign tax law or treaty, in each case, as amended. High Fusion, Neural or the Transfer Agent shall be entitled to dispose of such number of

Neural Shares as is necessary to satisfy the withholdings contemplated herein. To the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes hereof as having been paid to the High Fusion Shareholder or Neural Shareholder, as applicable, in respect of which such deduction and withholding was made, provided that such withheld amounts are actually remitted to the appropriate taxing authority.

2.7 Post-Effective Date Procedures

Subject to the provisions of Article 4 hereof, and upon return of a properly completed Letter of Transmittal by a registered former High Fusion Shareholder together with certificates, if any, which, immediately prior to the Effective Date, represented High Fusion SVS or High Fusion MVS, as the case may be and such other documents as the Depositary may require, former High Fusion Shareholders shall be entitled to receive delivery of certificates representing the Arrangement Consideration Shares to which they are entitled pursuant to Section 2.4.

2.8 Deemed Fully Paid and Non-Assessable Shares

All Arrangement Consideration Shares issued or distributed pursuant hereto, as the case may be, shall be deemed to be validly issued and outstanding as fully paid and non-assessable shares for all purposes of the CBCA or the OBCA, as applicable.

ARTICLE 3 RIGHTS OF DISSENT

3.1 Rights of Dissent

Pursuant to the Interim Order, registered holders of High Fusion SVS and High Fusion MVS may exercise rights of dissent (the "**Dissent Rights**") under Section 190 of the CBCA, as modified by this Article 3, the Interim Order and the Final Order, with respect to High Fusion SVS and High Fusion MVS in connection with the Arrangement, provided that the written objection to the Arrangement Resolution contemplated by Section 190 (5) of the CBCA must be sent to and received by High Fusion not later than 5:00 p.m. (Toronto time) on the Business Day that is two Business Days before the Meeting or any date to which the Meeting may be postponed or adjourned and provided further that holders who exercise such rights of dissent and who:

- (a) ultimately are entitled to be paid the fair value for such High Fusion Shares by High Fusion, will be paid the fair value of such High Fusion Shares by High Fusion, and will not be entitled to any other payment or consideration, including any payment that would be payable under the Arrangement had such holders not exercised their Dissent Rights in respect of such High Fusion Shares; or
- (b) are ultimately not entitled, for any reason, to be paid fair value for their High Fusion SVS or High Fusion MVS, as the case may be, shall be deemed to have participated in the Arrangement, as of the Effective Time, on the same basis as a non-dissenting holder of the High Fusion Shares,

(the "**Dissent Procedures**").

3.2 Recognition of Dissenting Shareholders

In no circumstances shall High Fusion or any other Person be required to recognize a

Person exercising Dissent Rights unless such Person is a registered holder of those High Fusion SVS or High Fusion MVS, in respect of which such rights are sought to be exercised. From and after the Effective Date, neither High Fusion nor any other Person shall be required to recognize a Dissenting Shareholder as a shareholder of High Fusion and the names of the Dissenting Shareholders shall be deleted from the register of holders of High Fusion Shares previously maintained or caused to be maintained by High Fusion.

3.3 Failure to Comply with Dissent Procedures

Each registered High Fusion Shareholder who fails to exercise the registered High Fusion Shareholder's Dissent Right strictly in accordance with the Dissent Procedures will be deemed for all purposes to have:

- (a) failed to exercise the Dissent Right validly, and consequently to have waived the Dissent Right; and
- (b) thereby ceased to be entitled to be paid the fair market value of the registered High Fusion SVS or High Fusion MVS held by the respective High Fusion Shareholder.

ARTICLE 4 CERTIFICATES

4.1 Delivery of Securities

As soon as practicable following the Effective Date, High Fusion and Neural, as applicable, will forward or cause to be forwarded by the Transfer Agent or otherwise, by registered mail postage prepaid) or hand delivery to High Fusion Shareholders as of the Effective Date at the address specified in the register of High Fusion Shareholders, certificates representing the number of Neural Shares to be delivered to such High Fusion Shareholders pursuant to the Arrangement. The Parties agree to use their reasonable efforts to deliver the Neural Shares in the form of direct registration statements issued by the Transfer Agent, rather than physical certificates if practicable without undue financial expense.

4.2 Payment of Consideration

- (a) Following receipt of the Final Order and prior to the Effective Date, the Parties shall deliver or arrange to be delivered to the Depository the certificates representing Neural Shares required to be distributed to the High Fusion Shareholders in accordance with Section 2.4 hereof, which certificates shall be held by the Depository as agent and nominee for such former High Fusion Shareholders for distribution to such former High Fusion Shareholders in accordance with the provisions hereof. Following receipt of the Final Order and prior to the Effective Date, High Fusion shall deliver or arrange to be delivered to the Depository an irrevocable treasury order directing the Depository to issue the certificates representing the High Fusion New SVS and High Fusion New MVS required to be issued to the High Fusion Shareholders in accordance with Section 2.4 hereof, which certificates shall be held by the Depository as agent and nominee for such former High Fusion Shareholders for distribution to such former High Fusion Shareholders in accordance with the provisions hereof.
- (b) Subject to surrender to the Depository for cancellation of a certificate which immediately prior to the Effective Time represented outstanding High Fusion SVS

and High Fusion MVS together with a duly completed and executed Letter of Transmittal and such additional documents and instruments as the Depository may reasonably require, following the Effective Time the holder of such surrendered certificate shall be entitled to receive in exchange therefor, and the Depository shall deliver to such holder, the Consideration which such holder has the right to receive under this Plan of Arrangement, less any amounts withheld pursuant to Section 2.6, and any certificate so surrendered shall forthwith be cancelled.

- (c) Until surrendered as contemplated by Section 4.2(a), each certificate that immediately prior to the Effective Time represented a High Fusion SVS or High Fusion MVS shall be deemed after the Effective Time to represent only the right to receive, upon such surrender, the Consideration to which the holder thereof is entitled in lieu of such certificate as contemplated by Section 2.4 and this Section 4.2, less any amounts withheld pursuant to Section 2.7. Any such certificate formerly representing High Fusion SVS or High Fusion MVS not duly surrendered on or before the sixth anniversary of the Effective Date shall:
 - (i) cease to represent a claim by, or interest of, any former High Fusion Shareholder of any kind or nature against or in High Fusion or Neural Therapeutics (or any successor to any of the foregoing); and
 - (ii) be deemed to have been surrendered to High Fusion and shall be cancelled.
- (d) No holder of a High Fusion SVS or High Fusion MVS shall be entitled to receive any consideration with respect to such securities other than the Consideration to which such holder is entitled in accordance with Section 2.4 and this Section 4.2 and, for greater certainty, no such holder will be entitled to receive any interest, dividends, premium or other payment in connection therewith.

4.3 Lost Certificates

In the event any certificate which immediately prior to the Effective Time represented one or more outstanding High Fusion SVS or High Fusion MVS that are ultimately entitled to Consideration pursuant to Section 2.4 shall have been lost, stolen or destroyed, upon the making of an affidavit or statutory declaration of that fact by the person claiming such certificate to be lost, stolen or destroyed and who was listed immediately prior to the Effective Time as the registered holder thereof on the securities registers maintained by or on behalf of High Fusion, the Depository will deliver in exchange for such lost, stolen or destroyed certificate, certificates representing the Consideration that such holder is entitled to receive in exchange for such lost, stolen or destroyed certificate, provided the holder to whom the Consideration is to be delivered shall, as a condition precedent to the delivery, give a bond satisfactory to High Fusion and the Depository (acting reasonably) in such sum as High Fusion and the Depository may direct, or otherwise indemnify High Fusion and the Depository in a manner satisfactory to High Fusion and the Depository, acting reasonably, against any claim that may be made against High Fusion or the Depository with respect to the certificate alleged to have been lost, stolen or destroyed.

4.4 Distributions with Respect to Unsurrendered Certificates

No dividend or other distribution declared or paid with a record date after the Effective Time with respect to Arrangement Consideration Shares shall be delivered to the holder of any certificate formerly representing High Fusion SVS or High Fusion MVS, respectively, unless and until the holder of such certificate shall have complied with the provisions of Section 4.2. Subject to applicable

Law and to Section 4.2 at the time of such compliance, there shall, in addition to the delivery of the Consideration to which such holder is thereby entitled, be delivered to such holder, without interest, the amount of any dividend or other distribution declared or made after the Effective Time with respect to the Arrangement Consideration Shares to which such holder is entitled in respect of such holder's Consideration.

4.5 Paramountcy

From and after the Effective Time: (a) this Plan of Arrangement shall take precedence and priority over any and all High Fusion Shares issued or outstanding at or prior to the Effective Time, (b) the rights and obligations of the High Fusion Shareholders and of High Fusion, Depositary, Transfer Agent and any transfer agent or other depositary, in relation to the High Fusion Shares and the Arrangement Consideration Shares shall be solely as provided for in this Plan of Arrangement, and (c) all actions, causes of action, claims or proceedings (actual or contingent and whether or not previously asserted) based on or in any way relating to any High Fusion Shares shall be deemed to have been settled, compromised, released and determined without liability except as set forth in this Plan of Arrangement.

4.6 U.S. Securities Laws Exemption

Notwithstanding any provision herein to the contrary, the Parties agree that this Plan of Arrangement will be carried out with the intention that all of the Arrangement Consideration Shares constituting the Consideration issued pursuant to this Plan of Arrangement will be issued in reliance on the exemption from the registration requirements of the U.S. Securities Act as provided by Section 3(a)(10) thereof.

ARTICLE 5 AMENDMENTS

5.1 Right to Amend

High Fusion reserves the right to amend, modify or supplement (or do all of the foregoing) this Plan of Arrangement from time to time and at any time prior to the Effective Date provided that any such amendment, modification and/or supplement must be contained in a written document that is:

- (a) approved by Neural;
- (b) filed with the Court and, if made following the Meeting, approved by the Court; and
- (c) communicated to High Fusion Shareholders in the manner required by the Court (if so required).

5.2 Amendment Made Prior to or at the Meeting

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

5.3 Amendment After the Meeting

Any amendment, modification or supplement to this Plan of Arrangement which is approved by the Court following the Meeting shall be effective only:

- (a) if it is consented to by High Fusion and Neural; and
- (b) if required by the Court or applicable law, it is consented to by the High Fusion Shareholders.

5.4 Amendment After the Effective Date

Any amendment, modification or supplement to this Plan of Arrangement may be made following the Effective Date unilaterally by High Fusion, provided that it concerns a matter which, in the reasonable opinion of High Fusion, is of an administrative nature required to better give effect to the implementation of this Plan of Arrangement and is not adverse to the financial or economic interest of any holder of High Fusion SVS, High Fusion MVS or Neural Shares and such amendments, modifications or supplements to the Plan of Arrangement need not be filed with Court or communicated to the High Fusion Shareholders.

ARTICLE 6 FURTHER ASSURANCES

6.1 Further Assurances

Notwithstanding that the transactions and events set out herein shall occur and be deemed to occur at the time and in the manner set out in this Plan of Arrangement without any further act or formality, High Fusion and Neural shall make, do and execute, or cause to be made, done or executed, all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may reasonably be required by any of them in order to further document or evidence any of the transactions or events set out herein.

ARTICLE 7 TERMINATION

7.1 Termination

Notwithstanding any prior approvals by the Court or by the High Fusion Shareholders, the Board of Directors of High Fusion may decide not to proceed with the Arrangement and to revoke the Arrangement Resolution adopted at the Meeting without further approval of the Court or the High Fusion Shareholders.

SCHEDULE "B"

ARRANGEMENT RESOLUTION

BE IT RESOLVED AS A SPECIAL RESOLUTION OF THE HIGH FUSION SHAREHOLDERS THAT:

1. The arrangement (the "**Arrangement**") under Section 192 of the *Canada Business Corporations Act* (the "**CBCA**") involving High Fusion Inc., a corporation existing under the laws of Canada ("**High Fusion**"), its shareholders and Neural Therapeutics Inc., a corporation existing under the laws of the Province of Ontario ("**Neural**"), all as more particularly described and set forth in the management information circular (the "**Circular**") of High Fusion accompanying the notice of meeting (as the Arrangement may be, or may have been, modified or amended in accordance with its terms), is hereby authorized, approved and adopted.
2. The plan of arrangement (the "**Plan of Arrangement**") implementing the Arrangement, the full text of which is appended to the Circular (as the Plan of Arrangement may be, or may have been, modified or amended in accordance with its terms), is hereby authorized, approved and adopted.
3. The arrangement agreement (the "**Arrangement Agreement**") between High Fusion and Neural and all the transactions contemplated therein, the actions of the directors of High Fusion in approving the Arrangement and the actions of the directors and officers of High Fusion in executing and delivering the Arrangement Agreement and any amendments thereto are hereby ratified and approved.
4. Notwithstanding that this resolution has been passed (and the Arrangement approved) by the shareholders of High Fusion or that the Arrangement has been approved by the Ontario Superior Court of Justice, the directors of High Fusion are hereby authorized and empowered, without further notice to, or approval of, the shareholders of High Fusion:
 - (a) to amend the Arrangement Agreement or the Plan of Arrangement to the extent permitted by the Arrangement Agreement or the Plan of Arrangement; or
 - (b) subject to the terms of the Arrangement Agreement, not to proceed with the Arrangement,
 - (c) in each case without further approval of the securityholders of High Fusion.
5. High Fusion is hereby authorized to apply for a final order from the Ontario Superior Court of Justice to approve the Arrangement on the terms set forth in the Arrangement Agreement and the Plan of Arrangement (as they may be, or may have been, modified, supplemented or amended in accordance with their respective terms).
6. Any director or officer of High Fusion is hereby authorized and directed, for and on behalf of High Fusion to execute Articles of Arrangement to give effect to the Plan of Arrangement and to deliver such other documents as are necessary or desirable under the CBCA in accordance with the Articles of Arrangement.
7. Any director or officer of High Fusion is hereby authorized and directed, for and on behalf and in the name of High Fusion, to execute and deliver, whether under the corporate seal of High Fusion or otherwise, all such deeds, instruments, assurances, agreements, forms, waivers, notices, certificates, confirmations and other documents and to do or cause to be done all such other acts and things as in the opinion of such director or officer may be

necessary, desirable or useful for the purpose of giving effect to these resolutions, the Arrangement Agreement, the Articles of Arrangement and the completion of the Plan of Arrangement in accordance with the terms of the Arrangement Agreement, including

- (a) all actions required to be taken by or on behalf of High Fusion, and all necessary filings and obtaining the necessary approvals, consents and acceptances of appropriate regulatory authorities; and
- (b) the signing of the certificates, consents and other documents or declarations required under the Arrangement Agreement or otherwise to be entered into by High Fusion,

such determination to be conclusively evidenced by the execution and delivery of such document, agreement or instrument or the doing of any such act or thing.

SCHEDULE "C"
STATED CAPITAL RESOLUTION

BE IT RESOLVED AS A SPECIAL RESOLUTION OF THE HIGH FUSION SHAREHOLDERS:

1. the stated capital account attributable to the Subordinate Voting Shares of High Fusion Inc. be and is hereby reduced by the amount of \$61,720,492, or such lesser amount as may be determined by the Board of Directors of the Corporation being an amount that is not represented by realizable assets from the stated capital of the Corporation to not less than \$246,798;
2. the stated capital account attributable to the Multiple Voting Shares of High Fusion Inc. be and is hereby reduced by the amount of \$10,547,201, or such lesser amount as may be determined by the Board of Directors of the Corporation being an amount that is not represented by realizable assets from the stated capital of the Corporation to not less than \$106,952;
3. the Board of Directors of the Corporation may revoke this special resolution before it acted upon without further shareholder approval;
4. any director or officer of the Corporation be and is hereby authorized and directed to execute and deliver for and in the name of and on behalf of the Corporation, whether under its corporate seal or not, all such certificates, instruments, agreements, documents and notices and to do all such other acts and things as in such person's opinion may be necessary or desirable for the purpose of giving effect to this resolution."

SCHEDULE "D"
HIGH FUSION AUTHORIZED AND OUSTANDING CAPITAL

- i. an unlimited number of High Fusion SVS, of which 142,989,238 High Fusion SVS are issued and outstanding as of the date of this Agreement as fully-paid and non-assessable;
- ii. an unlimited number of High Fusion MVS, of which 6,196,895 High Fusion MVS are issued and outstanding as of the date of this Agreement as fully-paid and non-assessable;
- iii. 3,272 August 2018 Debenture units, with the current face value of \$4,358,069;
- iv. 852 2020-1 Debenture units, with the current face value of \$852,000;
- v. 272 2020-2 Debenture units, with the current face value of \$272,000;
- vi. 2021 High Pita Debenture with the current face value of \$250,000;
- vii. Gainor Debenture with the current face value of \$78,400;
- viii. ASC Debenture with the current face value of \$50,464;
- ix. 8,804,016 common share purchase warrants exercisable into High Fusion SVS at various prices;
- x. 240,000 stock options, each exercisable into High Fusion SVS; and
- xi. 11,819,832 Restricted Share Units.