

AMENDED AND RESTATED AMALGAMATION AGREEMENT

AMONG:

ACME RESOURCES CORP.

AND

RAPID DOSE THERAPEUTICS INC.

AND

1163926 BC LTD.

Dated as of July 11, 2018

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AMENDED AND RESTATED AMALGAMATION AGREEMENT

THIS AMENDED AND RESTATED AMALGAMATION AGREEMENT is made and entered into as of July 11, 2018,

A M O N G:

ACME RESOURCES CORP.,

a body corporate existing under the laws of the Province of Ontario with its head office in the City of Toronto, in the Province of Ontario (hereinafter called "ACME")

AND:

RAPID DOSE THERAPEUTICS INC.,

a body corporate existing under the laws of the Province of British Columbia with its head office in the City of Burlington, in the Province of Ontario (hereinafter called "RDT")

AND:

1163926 BC LTD.,

a body corporate existing under the laws of the Province of British Columbia with its head office in the City of Toronto, in the Province of Ontario (hereinafter called "AcquisitionCo")

WHEREAS

- A. The parties hereto acknowledge that they entered into an Amalgamation Agreement, dated as at April 6, 2018 (the "Original Agreement");
- B. The parties hereto acknowledge that they amended the Original Agreement by an Agreement to Amend the Amalgamation Agreement executed as at May 15, 2018 (the "Amending Agreement");
- C. The Parties have agreed to amend and restate the terms of the Original Agreement as amended by the Amending Agreement on the terms and conditions contained in this Agreement, among other things, in order to (i) extend the date of shareholder meetings, (ii) amend the names of the first directors of Amalco, (iii) update the maximum number of issued and shares, (iv) make certain housekeeping changes, and (v) memorialize the rights and obligations of the parties in one document.
- D. This Agreement shall supersede and replace in its entirety the Original Agreement amended by the Amending Agreement.

- E. The parties hereto seek to further amend the Amalgamation Agreement on the terms and subject to the conditions set forth herein.
- F. Upon the terms and subject to the conditions set out in this Agreement, the Parties hereto agreed to effect a business combination transaction whereby, RDT and AcquisitionCo shall amalgamate and continue as one corporation in accordance with the terms and conditions hereof;
- G. AcquisitionCo is a wholly owned subsidiary of ACME and has not carried on active business and ACME desires that AcquisitionCo amalgamate with RDT in accordance with the terms and conditions hereof;
- H. the ACME Board (as herein defined) has unanimously: (i) determined that the Amalgamation (as herein defined) is in the best interests of the ACME Shareholders (as herein defined); (ii) approved this Agreement and the transactions contemplated thereby; and (iii) determined to recommend that the ACME Shareholders vote in favour of the Amalgamation in the event that the approval of the ACME Shareholders is required under the rules and policies of the Exchange (as herein defined);
- I. the RDT Board (as herein defined) has unanimously: (i) determined that the Amalgamation is in the best interests of the RDT Shareholders (as herein defined); (ii) approved this Agreement and the transactions contemplated thereby; and (iii) determined to recommend that the RDT Shareholders vote in favour of the Amalgamation in the event that the approval of the RDT Shareholders is required under applicable corporate law;

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the respective covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties hereto covenant and agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 Definitions

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

“ACME” means ACME RESOURCES CORP.;

“ACME Board” means the board of directors of ACME as it is constituted from time to time;

“ACME Board Resolution” means the resolution of ACME’s Board of Directors;

“**ACME Dissent Rights**” means the rights of dissent in respect of the ACME Shareholders provided pursuant to the OBCA;

“**ACME Dissenting Shareholder**” means a ACME Shareholder, who has sent to ACME a written objection and a demand for payment within the time limits and in the manner prescribed by Section 238 of the OBCA with respect to such holder’s ACME Shares;

“**ACME Financial Statements**” means the audited financial statements of ACME for the year ended September 30, 2017 and the unaudited interim financial statements of ACME for the period ended March 31, 2018, in each case, together with the notes thereto and in the case of the audited financial statements, the auditors’ report thereon;

“**ACME Governing Documents**” means the constating documents and the by-laws of ACME;

“**ACME Shareholders**” means the holders of ACME Shares and “**ACME Shareholder**” means any one of them;

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

“**Acquisition Proposal**” has the meaning ascribed thereto in Section 9.6(b)(i);

“**AcquisitionCo**” means 1163926 BC LTD.;

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

“**Agreement Date**” means the date hereof;

“**Agreement**”, “**this Agreement**”, “**herein**”, “**hereto**”, and “**hereof**” and similar expressions refer to this AMENDED AND RESTATED AMALGAMATION AGREEMENT, as the same may be amended or supplemented from time to time;

“**Amalco**” means the continuing corporation resulting from the Amalgamation;

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

“**Amalgamating Corporations**” means, collectively, AcquisitionCo and RDT;

“**Amalgamation**” means the amalgamation of AcquisitionCo and RDT contemplated by this Agreement;

“**Articles of Amalgamation**” means the articles of Amalco;

“**Assessment**” has the meaning ascribed thereto in Subsection 7.1(n);

“**BCBCA**” means the *Business Corporations Act*, S.B.C. 2002 C. 57 as now in effect and as it may be amended from time to time prior to the Effective Date;

“**Business Day**” means any day other than a Saturday, a Sunday or a statutory or civic holiday in Burlington, Ontario or Vancouver, British Columbia;

“**Certificate of Amalgamation**” means a certificate of amalgamation issued by the Registrar under the BCBCA giving effect to the Amalgamation;

“**Closing**” has the meaning ascribed to such terms in Section 13.3;

“**Corporate Laws**” means all applicable corporate laws, including those set forth in the BCBCA or the OBCA, as applicable;

“**Debt**” means the sum of all the principal indebtedness of ACME or RDT, as the case may be, owing to any Person, together with any accrued and unpaid interest thereon;

“**Depository**” means Capital Transfer Agency ULC or such other depository as may be designated for the purpose of receiving the deposit of certificates representing RDT Shares to be exchanged for ACME Shares pursuant to the terms of the Amalgamation;

“**Effective Date**” means the date shown on the Certificate of Amalgamation;

“**Effective Time**” means 12:01 a.m. (Burlington time) on the Effective Date;

“**Employee Amounts**” means: (i) any obligations or liabilities of ACME or RDT, as the case may be, to pay any amount to its officers, directors, employees and consultants, other than for salary and directors fees in the ordinary course in each case in amounts consistent with historic practice; and (ii) obligations or liabilities in respect of insurance or indemnification contemplated by this Agreement or arising in the ordinary course of business and, without limiting the generality of the foregoing, Employee Amounts shall include the obligations of either ACME or RDT, as the case may be, to its officers, employees and consultants for (a) severance or termination payments on or in connection with a termination of employment or a change of control; (b) pursuant to any written agreements or a resolution of the board; (c) pension plans; (d) retention or other policies; or (e) otherwise in accordance with applicable Laws;

“**Escrow Commencement Date**” means the first day of trading of the ACME Shares on the Exchange;

“**Exchange**” means the Canadian Securities Exchange, operated by CNSX Markets Inc.;

“**Exchange Ratio**” has the meaning ascribed thereto in Subsection 2.4(k)(i);

“**Going Public Transaction Proposal**” has the meaning ascribed thereto in Section 8.7(b)(i);

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

“**Government Authority**” has the meaning ascribed thereto in Subsection 5.11(e);

“**IFRS**” means International Financial Reporting Standards as prescribed by the Canadian Institute of Chartered Professional Accountants;

“**Laws**” means all statutes, regulations, statutory rules, orders, judgements, decrees and terms and conditions of any grant of approval, permission, authority, permit or license of any court, Governmental Entity, statutory body or self-regulatory authority and the term “applicable” with respect of such Laws and in the context that refers to one or more Persons, means that such Laws apply to such Person or Persons or its or their business, undertaking, property or securities and emanate from a Governmental Entity having jurisdiction over the Person or Persons or its or their business, undertaking, property or securities;

“**Material Adverse Change**” means any change (or any condition, event or development involving a prospective change) in the business, operations, results of operations, assets, capitalization, condition (financial or otherwise), licenses, permits, leases, concessions, rights, liabilities (absolute, accrued, contingent or otherwise), prospects or privileges, whether contractual or otherwise, of RDT or ACME, as the case may be, which is, or could reasonably be expected to be, materially adverse to the business or value of RDT or ACME, as the case may be, considered together with the respective RDT Subsidiaries and the

“**Material Adverse Effect**” in relation to any fact, transaction, occurrence, event or change, means an effect that is or would reasonably be expected to be materially adverse to the condition (financial or otherwise), operations, assets, capitalization, liabilities (absolute, accrued, contingent or otherwise), results of operation or business or value of RDT or ACME, as the case may be, considered together with the respective RDT Subsidiaries on a consolidated basis as a whole, or that would prevent or materially delay completion of the Amalgamation and all other transactions contemplated in accordance with this Agreement, provided that a Material Adverse Effect shall not include a material adverse effect that relates to or arises out of: (i) a matter that has been publicly disclosed or otherwise disclosed in writing to RDT or ACME, as applicable, prior to the Agreement Date; (ii) conditions affecting the economy as a whole; or (iii) any change in the financial markets that impacts the investment industry in Canada as a whole;

“**material**” means, where used in relation to RDT or ACME, as the case may be, except where the context otherwise requires, a fact, asset, liability, transaction or circumstance concerning the business, assets, rights, liabilities (absolute, accrued, contingent or

otherwise), capitalization, operations, results of operations, prospects or condition (financial or otherwise) of RDT or ACME, as the case may be, considered as a whole, that: (i) would be reasonably likely to have a significant effect on the market price or value of the RDT Shares or ACME Shares, as the case may be; or (ii) that would prevent or materially delay completion of the Amalgamation in accordance with this Agreement;

“OBCA” means the *Business Corporations Act*, R.S.O. 1990, c. B.16, as now in effect and as it may be amended from time to time prior to the Effective Date;

“Outside Date” means October 31, 2018, or such other dates as the parties may agree;

“Parties” means ACME, AcquisitionCo and RDT, and “Party” means any one of them;

“Person” includes any individual, firm, partnership, joint venture, venture capital fund, limited liability company, unlimited liability company, association, trust, trustee, executor, administrator, legal personal representative, estate, group, body corporate, corporation, unincorporated association or organization, Governmental Entity, syndicate or other entity, whether or not having legal status;

“Public Offering” has the meaning ascribed thereto in Section 8.7(b)(i);

“RDT” means RAPID DOSE THERAPEUTICS INC.;

“RDT Amalgamation Resolution” means the special resolution of RDT Shareholders approving this Agreement and the Amalgamation, as required by applicable Laws;

“RDT Board” means the board of directors of RDT as it is constituted from time to time;

“RDT Financial Statements” means the audited financial statements of RDT for the period ended February 28, 2018 together with the notes thereto and the auditors’ report thereon;

“RDT Finder” means Gambier Holdings Inc.;

“RDT Governing Documents” means the constating documents and the by-laws of RDT;

“RDT Shareholders” means the holders of RDT Shares and “RDT Shareholder” means any one of them;

“RDT Shares” means the common shares in the capital of RDT;

“RDT Warrants” means the 840,000 outstanding RDT Share purchase warrants each entitling the holder thereof to purchase one (1) RDT Share and “RDT Warrant” means any one of them;

“RDT Warrantholders” means the holders of RDT Warrants and **“RDT Warrantholder”** means any one of them;

“Registrar” means the Registrar of Corporations appointed pursuant to Section 263 of the BCBCA;

“Representatives” means, in respect of either RDT or ACME, such Party’s officers, directors, employees, advisors, representatives or agents;

“Returns” means all reports, estimates, declarations of estimated tax, elections, information statements and returns relating to, or required to be filed in connection with, any Taxes;

“Securities Authorities” means the appropriate securities commissions or similar regulatory authorities in Canada and each of the provinces and territories thereof;

“Securities Laws” means any applicable Canadian provincial securities laws and any other applicable securities law;

“subsidiary” means a subsidiary as defined in the OBCA or the BCBCA, as applicable;

“Superior Proposal” – means an unsolicited written bona fide Going Public Transaction Proposal in respect of RDT or Take-Over Proposal in respect of ACME, which the RDT Board or ACME Board, as applicable, determines in good faith after consultation with its financial advisors: (1) constitutes a transaction reasonably capable of being completed (taking into account all legal, financial, regulatory and other considerations) which is fully financed or which there is a reasonable likelihood that any required financing will be obtained; (2) would, if consummated in accordance with its terms, result in a transaction financially superior to the Amalgamation for RDT Shareholders or ACME Shareholder, as applicable; and (3) after receiving the advice of outside counsel, as applicable, that the failure to take such action would be inconsistent with the fiduciary duties of the RDT Board or the ACME Board, as applicable under applicable Laws and will not result in a breach of this Agreement.

“Take-Over Proposal” means, where used in relation to RDT or ACME, as the case may be, other than the Amalgamation, a bid, or offer to acquire 20% or more of the outstanding RDT Shares or ACME Shares, as applicable, or any proposal, offer or agreement for a merger, consolidation, amalgamation, arrangement, recapitalization, liquidation, dissolution, reorganization or a similar transaction or other business combination involving RDT or ACME, as the case may be, or any proposal, offer or agreement to acquire 20% or more of the assets of RDT or ACME, as the case may be;

“Tax Act” means the Income Tax Act (Canada) and the Regulations thereunder, all as amended from time to time;

“**Taxes**” means all taxes, however denominated, including any interest, penalties or other additions that may become payable in respect thereof, imposed by any federal, provincial, state, local or foreign government or any agency or political subdivision of any such government, which taxes shall include, without limiting the generality of the foregoing, all income or profits taxes (including, but not limited to, federal income taxes and provincial income taxes), capital, payroll and employee withholding taxes, withholding taxes on amounts paid or credited to non- residents, labour taxes, employment insurance, social insurance taxes, sales and use taxes, ad valorem taxes, value added taxes, excise taxes, franchise taxes, gross receipts taxes, business license taxes, occupation taxes, real and personal property taxes, stamp taxes, insurance taxes, environmental taxes, transfer taxes, workers’ compensation and other governmental charges, and other obligations of the same or of a similar nature to any of the foregoing, which ACME or RDT, as the case may be, is required to pay, withhold or collect; and

“**Working Capital**” means, at any particular date, cash on hand and short term deposits or investments valued at market price (being the closing trading price of any investments on the valuation date of working capital) plus accounts receivable, prepaid expenses and deposits and other current assets of ACME or RDT, as the case may be, less accounts payable, interest payable or accrued liabilities estimated to such date and any other current liabilities of ACME or RDT, as the case may be, excluding Debt.

1.2 Number and Gender

In this Agreement, unless the contrary intention appears, words importing the singular include the plural and vice versa; words importing gender shall include all genders; and words importing persons shall include a Person.

1.3 Deemed Currency

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

1.4 Interpretation

The division of this Agreement into Articles, Sections, Subsections and paragraphs and the insertion of headings are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement. The Parties acknowledge that their respective legal counsel have reviewed and participated in settling the terms of this Agreement, and the Parties hereby agree that any rule of construction to the effect that any ambiguity is to be resolved against the drafting Party will not be applicable in the interpretation of this Agreement.

1.5 Article References

Unless the contrary intention appears, references in this Agreement to an Article, Section, Subsection, paragraph or schedule by number or letter or both refer to the specified Article,

Section, Subsection, paragraph or schedule, respectively, bearing that designation in this Agreement.

1.6 Date for any Action

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

1.7 Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

1.8 Attornment

The Parties hereby irrevocably and unconditionally consent to and submit to the courts of the Province of Ontario for any actions, suits or proceedings arising out of or relating to this Agreement or the matters contemplated hereby (and agree not to commence any action, suit or proceeding relating thereto except in such courts) and further agree that service of any process, summons, notice or document by single registered mail to the addresses of the Parties set forth in this Agreement shall be effective service of process for any action, suit or proceeding brought against the Party in such court. The Parties hereby irrevocably and unconditionally waive any objection to the choosing of venue of any action, suit or proceeding arising out of this Agreement or the matters contemplated hereby in the courts of the Province of Ontario and hereby further irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such action, suit or proceeding so brought has been brought in an inconvenient forum.

1.9 Knowledge

In this Agreement, whenever a representation or warranty is made on the basis of the knowledge or awareness of a Party, such knowledge or awareness consists only of the actual collective knowledge or awareness, as of the Agreement Date, of the senior officers of such Party, but does not include the knowledge or awareness of any other individual or any constructive, implied or imputed knowledge; provided that the Party making the representation and warranty shall have conducted an actual investigation as to the subject matter relating thereto and the level of such investigation shall be that of a reasonably prudent person investigating a material consideration in the context of a material transaction and the use of such phrase shall constitute a representation and warranty by the Party making the representation and warranty in each case that such investigation has actually been made.

1.10 Accounting Matters

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

1.11 Disclosure

Where in this Agreement reference is made to disclosure in writing, or disclosed in writing, on or prior to the Agreement Date, such disclosure shall be made in writing in a separate letter, memorandum or other disclosure document, dated the Agreement Date and signed by an officer of RDT or ACME, as the case may be, and delivered to the other Party immediately prior to the execution of this Agreement. Such disclosure letter, memoranda or other disclosure document, if any, shall make specific reference to the applicable sections and paragraphs of this Agreement in respect of which such disclosure is made.

ARTICLE 2 - THE AMALGAMATION

2.1 General

Subject to the terms and conditions of this Agreement, each of the Parties hereto agrees to use its reasonable commercial efforts prior to the Effective Date to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or advisable to complete the transactions contemplated by this Agreement and the Amalgamation.

2.2 Steps to be taken by RDT

- (a) RDT covenants in favour of ACME that RDT shall:
 - (i) if requested by ACME, lawfully convene and hold a meeting of the RDT Shareholders (“RDT Meeting”) for the purpose of considering the RDT Amalgamation Resolution as soon as reasonably practicable and in any event, on or before September 30, 2018; and
 - (ii) except to the extent required by a Governmental Entity having jurisdiction or as specifically contemplated herein, not adjourn, postpone or cancel (or propose for adjournment, postponement or cancellation) the RDT Meeting without the prior written consent of ACME, not to be unreasonable withheld or delayed.
- (b) Subject the satisfaction or waiver of the conditions to completion of the Amalgamation as set forth in this Agreement, RDT agrees that it shall, with the co-operation and participation of ACME, use its best efforts to make such arrangements with the Registrar as may be necessary or desirable to permit: (i) the filing with the Registrar of the Articles of

Amalgamation to be made effective at 12:01 (a.m.) Toronto time on the Effective Date (and in any event, on or before the Outside Date), and (ii) the obtaining of the Certificate of Amalgamation.

- (c) In the event that there is a failure to obtain, or if ACME reasonably anticipates that there will be a failure to obtain, a consent, order or other approval of the Exchange or a Governmental Entity required in connection with the completion of the Amalgamation, then RDT shall, upon the request of ACME, use its reasonable commercial efforts to assist ACME to successfully implement and complete any alternative transaction structure that does not have negative financial consequences for either Party. In the event that the transaction structure is modified as a result of any event contemplated pursuant to this Subsection 2.2(c) or otherwise, the relevant provisions of this Agreement shall forthwith be deemed modified as necessary in order that it shall apply with full force and effect, mutatis mutandis, to reflect the revised transaction structure and the Parties hereto shall, upon the reasonable request of any Party hereto, execute and deliver an agreement in writing giving effect to and evidencing such amendments as may be reasonably required as a result of such modifications.

2.3 Steps to be taken by ACME

- (a) ACME covenants in favour of RDT that ACME shall:
 - (i) if required by the Exchange, lawfully convene and hold a meeting of the ACME Shareholders for the purpose of considering the ACME Amalgamation Resolution, as soon as reasonably practicable and in any event, on or before September 30, 2018; and
 - (ii) except to the extent required by a Governmental Entity having jurisdiction or as specifically contemplated herein, not adjourn, postpone or cancel (or propose for adjournment, postponement or cancellation) the ACME Meeting without the prior written consent of RDT, not to be unreasonable withheld or delayed.
- (b) Subject to the satisfaction or waiver of the conditions to completion of the Amalgamation as set forth in this Agreement, ACME agrees that it shall, with the co-operation and participation of RDT, use its best efforts to make such arrangements with the Registrar as may be necessary or desirable to permit: (i) the filing with the Registrar of the Articles of Amalgamation to be made effective at 12:01 (a.m.) Toronto time on the Effective Date (and in any event, on or before the Outside Date), and (ii) the obtaining of the Certificate of Amalgamation.
- (c) ACME agrees that, on the Effective Date and subject to the satisfaction or waiver of the conditions herein contained in favour of ACME, ACME shall provide to the Depositary the maximum number of ACME Shares issuable pursuant to the Amalgamation so as to permit the Depositary to make the exchange of RDT Shares for the applicable number of ACME Shares to RDT Shareholders as contemplated herein.

2.4 Implementation

Amalgamation

- (a) Amalgamation. On and subject to the conditions contained in this Agreement, AcquisitionCo and RDT agree to amalgamate pursuant to the provisions of Section 181 of the BCBCA and to continue as one corporation on the terms and subject to the conditions set out herein.
- (b) Name. The name of Amalco shall be “Rapid Dose Therapeutics Inc.” or such other name that Amalco’s Board of Directors may designate.
- (c) Registered Office. The registered office of Amalco shall be located at 1121 Walkers Line, Unit 3, Burlington, ON L7N 2G4.
- (d) Authorized Capital. Amalco shall be authorized to issue an unlimited number of shares designated as common shares, which shares shall have the rights, privileges, restrictions and conditions set forth in the Articles of Amalgamation.
- (e) Number of Directors. The minimum number of directors of Amalco shall be one (1) and the maximum number of directors of Amalco shall be eleven (11).
- (f) First Directors. The number of first directors of Amalco shall be four (4). The first directors of Amalco shall be the persons whose names and addresses are set forth below:

Name	Address
Mark Upsdell	1121 Walkers Line, Unit 3, Burlington, ON L7N 2G4.
Jason Lewis	1121 Walkers Line, Unit 3, Burlington, ON L7N 2G4.
Kenneth K. Fox	1121 Walkers Line, Unit 3, Burlington, ON L7N 2G4.
Brian Howlett	20 Adelaide Street East, Suite 200 Toronto, Ontario, Canada M5C 2T6

The first directors shall hold office until the first annual or general meeting of the shareholders of Amalco or until their successors are duly appointed or elected. The subsequent directors shall be elected each year thereafter as provided for in the by-laws of Amalco. Each director will carry (1) vote, save that, in the event of a tie the chair of the board of directors shall be entitled to cast a second tie breaking vote to be used in good faith. The management and operation of the business and affairs of Amalco shall be under the control of the board of directors of Amalco as it is constituted from time to time.

- (g) Effect of Certificate of Amalgamation. On the Effective Date, the Amalgamation of AcquisitionCo and RDT and their continuance as one corporation shall become effective;

the property of each of AcquisitionCo and RDT shall continue to be the property of Amalco; Amalco shall continue to be liable for the obligations of each of RDT and AcquisitionCo; any existing cause of action, claim or liability to prosecution shall be unaffected; any civil, criminal or administrative action or proceeding pending by or against either AcquisitionCo and RDT may be continued to be prosecuted by or against Amalco; a conviction against, or filing, order or judgment in favour of or against, either AcquisitionCo and RDT may be enforced by or against Amalco; and the Articles of Amalgamation shall be deemed to be the Articles of Incorporation of Amalco and the Certificate of Amalgamation shall be deemed to be the Certificate of Incorporation for Amalco.

- (h) First Auditors. The first auditors of Amalco shall be MNP LLP. The first auditors of Amalco shall hold office until the first annual meeting of Amalco following the Amalgamation or until their successors are elected or appointed.
- (i) Restrictions on Business. There shall be no restrictions on the business that Amalco may carry on.
- (j) Articles of Amalgamation and By-laws. The Articles of Amalgamation of Amalco shall be in the form set forth by applicable law. The by-laws of Amalco shall be the existing by-laws of RDT, with any amendments thereto as may be necessary to give effect to the terms of this Agreement.
- (k) General Effects of the Amalgamation. On the Effective Date:
 - (i) subject to Subsections 2.4(k)(iii) and 2.4(n), each RDT Shareholder shall receive one (1) (the “Exchange Ratio”) fully paid and non-assessable ACME Share for each one (1) RDT Share held, following which all such RDT Shares shall be cancelled (such shares issued are subject to the escrow restrictions set forth in section 11.3(h) herein);
 - (ii) ACME shall receive one (1) fully paid and non-assessable Amalco Share for each one (1) AcquisitionCo Share held by ACME, following which the AcquisitionCo Shares shall be cancelled;
 - (iii) ACME shall add an amount to the paid-up capital maintained in respect of the ACME Shares equal to the aggregate paid-up capital for income tax purposes of the RDT Shares immediately prior to the Amalgamation (less the paid-up capital of any RDT Shares held by Dissenting RDT Shareholders who do not exchange their RDT Shares for ACME Shares on the Amalgamation);
 - (iv) Amalco shall add an amount to the paid-up capital maintained in respect of the Amalco Shares such that the paid-up capital of the Amalco Shares shall be equal to the aggregate paid-up capital for income tax purposes of the AcquisitionCo Shares and the RDT Shares immediately prior to the Amalgamation; and

- (v) each RDT Dissenting Shareholder shall cease to have any rights as a RDT Shareholder other than the right to be paid fair value in respect of the RDT Shares held by such RDT Dissenting Shareholder in accordance with the provisions of the BCBCA.
- (l) Share Certificates, etc. On the Effective Date:
- (i) subject to Subsection 2.4(k), the registered RDT Shareholders shall cease to be RDT Shareholders and shall be deemed to be the registered ACME Shareholders to which they are entitled, calculated in accordance with the provisions hereof, and, subject to Subsection 2.4(n), the holders of share certificates representing such RDT Shares may surrender such certificates to the Depositary and, upon such surrender, shall be entitled to receive certificates representing the number of ACME Shares to which they are so entitled;
 - (ii) ACME, as the registered holder of the AcquisitionCo Shares shall be deemed to be the registered holder of the Amalco Shares to which it is entitled, calculated in accordance with the provisions hereof, and may surrender the certificates representing such AcquisitionCo Shares to Amalco and, upon such surrender, shall be entitled to receive a share certificate representing the number of Amalco Shares to which it is entitled, calculated in accordance with the provisions hereof.
- (m) Stale Certificates. Any certificate formerly representing RDT Shares which is not deposited with the Depositary on or prior to the day prior to the fifth (5th) anniversary of the Effective Date shall cease to represent a right or claim of any kind or nature whatsoever.
- (n) Dissenting RDT Shareholders. RDT Shares which are held by a RDT Dissenting Shareholder shall not be exchanged as prescribed by Subsection 2.4(k)(i) and shall be deemed to have been surrendered to RDT for cancellation immediately prior to the Effective Time. However, if a RDT Dissenting Shareholder fails to perfect or effectively withdraws its claim under Section 191 of the BCBCA or forfeits its right to make a claim under Section 191 of the BCBCA or if its rights as a RDT Shareholder are otherwise reinstated, such RDT Shareholder's RDT Shares shall thereupon be deemed to have been exchanged as of the Effective Date as prescribed by Subsection 2.4(k).

2.5 RDT Meeting

In accordance with Subsection 2.2(a), RDT shall take all action necessary in accordance with Securities Laws (including making all necessary applications to the Securities Authorities as may be necessary to consummate the transactions contemplated by this Agreement, including the Amalgamation), Corporate Laws, all other applicable Laws, the RDT Governing Documents and any other regulatory authority having jurisdiction, and, if requested by ACME, to duly call, give notice of, convene and hold the RDT Meeting, such meeting to be held as soon as reasonably practical but in any event no later than within 30 days of the date on which ACME obtains a receipt to its preliminary prospectus filed with the Securities Authorities. Except to the extent required by a Governmental Entity having jurisdiction or as specifically contemplated herein, RDT shall not

adjourn, postpone or cancel (or propose for adjournment, postponement or cancellation) the RDT Meeting without the prior written consent of ACME.

2.6 RDT Information Circular

If RDT calls the RDT Meeting, RDT shall promptly prepare the RDT Information Circular setting forth inter alia the recommendation of the RDT Board set forth in Subsection 2.7(a) and the intention of the officers and directors referred to in Subsection 2.7(b)) and the Parties shall, on a timely basis, use their reasonable commercial efforts to co-operate in the preparation of all other documents and filings and the seeking and obtaining of all consents, orders and approvals, including regulatory and judicial orders and approvals and other matters reasonably determined by RDT and ACME to be necessary in connection with this Agreement and the transactions contemplated by this Agreement, including the Amalgamation. RDT shall ensure that the RDT Information Circular and other documents, filings, consents, orders and approvals contemplated by this Section 2.6 are prepared in compliance with, made and/or obtained in accordance with Securities Laws, Corporate Laws and all other applicable Laws. RDT shall mail the RDT Information Circular to the RDT Shareholders and to all other Persons required by law with respect to the RDT Meeting, all in accordance with Securities Laws, Corporate Laws and all other applicable Laws, the RDT Governing Documents and the requirements of any other regulatory authority having jurisdiction. The term “RDT Information Circular” shall mean such proxy or other required information statement or circular, as the case may be, and all related materials at the time required to be mailed to the RDT Shareholders in connection with the RDT Meeting and all amendments or supplements thereto, if any. RDT and ACME each shall use all reasonable commercial efforts to obtain and furnish the information required to be included in the RDT Information Circular. The information to be provided by each of ACME and RDT for use in the RDT Information Circular, on both the date the RDT Information Circular is first mailed to RDT Shareholders and on the date the RDT Meeting is held, shall not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they are made, not misleading and will comply in all material respects with all applicable requirements of Law, and RDT and ACME each agree to correct promptly any such information provided by either of them for use in the RDT Information Circular which has ceased to meet such standard. In any such event, RDT shall prepare a supplement or amendment to the RDT Information Circular or such application or other document, as required and as the case may be, and, if required, shall cause the same to be distributed to RDT Shareholders and/or filed with the Securities Authorities and/or other Governmental Entity after ACME and its counsel and advisors have had a reasonable opportunity to review and comment on all such documentation and all such documentation is in form and content reasonably satisfactory to ACME as contemplated herein.

2.7 RDT Board Recommendation

- (a) RDT represents that the RDT Board has unanimously determined that:
 - (i) the Amalgamation is in the best interests of RDT and the RDT Shareholders;

- (ii) the consideration to be received by RDT Shareholders under the Amalgamation is fair; and
 - (iii) the RDT Board has unanimously recommended that RDT Shareholders vote in favour of the RDT Amalgamation Resolution, which recommendation may not be withdrawn, modified or changed in any manner except as set forth herein.
- (b) RDT represents that its officers, directors and RDT Shareholders that hold, in the aggregate a minimum of 50,000,000 RDT Shares have advised it that, as at this Agreement Date, they intend to vote all RDT Shares held by them in favour of the RDT Amalgamation Resolution and will so represent in the RDT Information Circular.

2.8 RDT Dissenting Shareholders

Each RDT Shareholder may exercise RDT Dissent Rights in connection with the Amalgamation pursuant to and in the manner set forth in Section 191 of the BCBCA. RDT shall give ACME (i) prompt notice of any written notices of exercise of rights of dissent, withdrawals of such notices, and any other instruments served pursuant to the BCBCA and received by RDT, and (ii) the opportunity to participate in all negotiations and proceedings with respect to such dissent rights. Without the prior written consent of ACME, except as required by applicable Law, RDT shall not make any payment with respect to any such dissent rights or offer to settle or settle any such dissent rights.

ARTICLE 3 - SPONSORSHIP

3.1 Sponsorship

[Intentionally deleted]

ARTICLE 4 - PUBLICITY

4.1 Publicity

- (a) Each of ACME and RDT shall advise, consult and co-operate with the other prior to issuing, or permitting any of its directors, officers, employees or agents to issue, any news release or other written public or private statement to the press with respect to this Agreement, the transactions contemplated hereby or any other matters, from the Agreement Date until the Effective Time. Neither ACME nor RDT shall issue any such news release or make any such written public or private statement prior to such consultation, except as may be required by applicable Law including, for greater certainty, in order to fulfil continuous disclosure obligations under Securities Laws, Corporate Laws, obligations in accordance with the rules and policies of the Exchange or the fiduciary duties of the respective boards of directors and only after using its reasonable commercial efforts to consult the other taking into account the time constraints to which it is subject as a result of such law or obligation.

(b) [Intentionally deleted]

ARTICLE 5 - REPRESENTATIONS AND WARRANTIES OF ACME AND ACQUISITIONCO

ACME and AcquisitionCo hereby represent and warrant to RDT as follows and acknowledge that RDT is relying upon these representations and warranties in connection with the entering into of this Agreement:

5.1 Organization and Qualification

ACME is a corporation duly incorporated and organized and validly existing under the laws of the Province of Ontario and AcquisitionCo is a corporation duly incorporated and organized and validly existing under the laws of the Province of British Columbia and each corporation has the requisite corporate power and authority to carry on its business as it is now being conducted.

5.2 Authority Relative to this Agreement

Each of ACME and AcquisitionCo has the requisite corporate authority to enter into this Agreement and to carry out its obligations hereunder. The execution and delivery of this Agreement and the consummation by each of ACME and AcquisitionCo of the transactions contemplated hereby have been duly authorized by their respective boards of directors and no other corporate proceedings on its part are or will be necessary to authorize this Agreement and the transactions contemplated hereby. This Agreement has been duly executed and delivered by each of ACME and AcquisitionCo and constitutes a legal, valid and binding obligation of each of ACME and AcquisitionCo enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other laws relating to or affecting creditors' rights generally and to general principles of equity.

5.3 No Violations

(a) Neither the execution and delivery of this Agreement by ACME, the consummation by it of the transactions contemplated hereby nor compliance by it with any of the provisions hereof will: (i) violate, conflict with, or result in a breach of any provision of, require any consent, approval or notice under, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) or result in a right of termination or acceleration under, or result in a creation of any lien, security interest, charge or encumbrance upon any of the properties or assets of ACME under, any of the terms, conditions or provisions of (A) the ACME Governing Documents or (B) any note, bond, mortgage, indenture, loan agreement, deed of trust, agreement, lien, contract or other instrument or obligation to which ACME is a party or to which it, or any of its respective properties or assets, may be subject or by which ACME is bound; or (ii) subject to compliance with Corporate Laws and Securities Laws, violate any judgment, ruling, order, writ, injunction, determination, award, decree, statute, ordinance, rule or regulation applicable to ACME (except for, in the case of each of clauses (i) and (ii) above, such

violations, conflicts, breaches, defaults, terminations, accelerations which, or any consents, approvals or notices which if not given or received, would not have any Material Adverse Effect on ACME).

- (b) Other than in connection with or in compliance with the provisions of Corporate Laws and Securities Laws, (i) there is no legal impediment to the performance by ACME of its obligations under this Agreement or to the execution and delivery of this Agreement by ACME and (ii) no filing or registration with, or authorization, consent or approval of, any domestic or foreign public body or authority is necessary by ACME in connection with the consummation of the Amalgamation, except for such filings or registrations which, if not made, or for such authorizations, consents or approvals, which, if not received, would not have a Material Adverse Effect on ACME.

5.4 Capitalization

- (a) As of the Agreement Date, the authorized share capital of ACME consists of an unlimited number of ACME Shares. As of the Agreement Date, 5,266,190 ACME Shares are issued and outstanding. Except as set forth above, there are no securities of ACME outstanding and no options, warrants or other rights, agreements or commitments of any character whatsoever requiring the issuance, sale or transfer by ACME of any ACME Shares or any securities convertible into, or exchangeable or exercisable for, or otherwise evidencing a right to acquire, any ACME Shares, nor are there any outstanding stock appreciation rights, phantom equity or similar rights, agreements, arrangements or commitments based upon the book value, income or other attributes of ACME. All outstanding ACME Shares have been duly authorized and validly issued, are fully paid and non-assessable and are not subject to, nor were they issued in violation of, any pre-emptive rights.
- (b) The authorized share capital of AcquisitionCo consists of an unlimited number of AcquisitionCo Shares, of which, at the Agreement Date, one (1) AcquisitionCo common share is issued and outstanding and held by ACME. There are no options, warrants or other rights, agreements or commitments of any character whatsoever requiring the issuance, sale or transfer by AcquisitionCo of any AcquisitionCo Shares or any securities convertible into, or exchangeable or exercisable for, or otherwise evidencing a right to acquire, any AcquisitionCo Shares, nor are there any outstanding stock appreciation rights, phantom equity or similar rights, agreements, arrangements or commitments based upon the book value, income or other attribute of AcquisitionCo. All outstanding AcquisitionCo Shares have been duly authorized and validly issued, are fully paid and non-assessable and are not subject to, nor were they issued in violation of, any pre-emptive rights.

5.5 No Material Adverse Change

There has not been any Material Adverse Change in the assets, results of operations, capitalization, financial condition, liabilities or obligations (absolute, accrued, contingent or otherwise) of ACME from the position set forth in the ACME Financial Statements and there has not been any Material Adverse Change in respect of ACME since March 31, 2018, and since that date there have been

no facts, transactions, events or occurrences which could have a Material Adverse Effect on ACME.

5.6 Financial Statements

The ACME Financial Statements fairly present in all material respects, in accordance with IFRS, consistently applied, the financial position and condition of ACME at the dates thereof and the results of the operations of ACME for the period then ended and reflect all material assets, liabilities and obligations (absolute, accrued, contingent or otherwise) of ACME as at the dates thereof.

5.7 Compliance with Applicable Laws

Except as has been publicly disclosed since January 1, 2010, ACME has conducted and is conducting its business in compliance in all material respects with all applicable Laws, rules and regulations.

5.8 Litigation, Etc.

Except as has been publicly disclosed since January 1, 2010, there are, at the Agreement Date, no actions, suits or proceedings outstanding, pending, or to the knowledge of ACME threatened, affecting ACME before or by any federal, provincial, state, local, foreign, municipal or other governmental department, commission, board, bureau, agency or court, which action, suit or proceeding would reasonably be expected to result in a judgment against or liability of ACME or other Person which, if successful, would have a Material Adverse Effect on ACME, and ACME has no knowledge of facts or circumstances which may reasonably give rise to any such actions, cost or proceeding.

5.9 Securities Matters

- (a) ACME is a reporting issuer in good standing in the provinces of Ontario, Alberta and British Columbia;
- (b) no securities commission or similar regulatory authority has issued any order which is currently outstanding preventing or suspending trading in the securities of ACME, no such proceeding is, to the knowledge of ACME, pending, contemplated or threatened and ACME is not included on a list of defaulting issuers of any Securities Authorities; and
- (c) the ACME Board has reserved and allotted for issuance to RDT Shareholders a sufficient number of ACME Shares as are issuable pursuant to the Amalgamation (including, for greater certainty, a sufficient number of ACME Shares issuable upon exercise of RDT Warrants) and such ACME Shares will be, when issued, fully paid and non-assessable securities, free from any trading restricted period or hold period under Securities Laws of Canada.

5.10 Employment Agreements

ACME is not a party to any written employment or consulting agreement or any verbal employment or consulting agreement.

5.11 Employee Benefit Plans

ACME has no employee benefit plans. ACME has made no promises with respect to increased benefits under such plans and all contributions (including premiums) required by law or contract to and including the Agreement Date to have been paid or accrued, under or with respect to such plans, have been paid or accrued as at that date, as the case may be, except where failure to make any such contribution could not reasonably be expected to result in a Material Adverse Change.

5.12 Public Record

The information and statements filed by or on behalf of ACME with the Securities Authorities in the provinces of Ontario, Alberta and British Columbia, are in material compliance, or intended compliance, with applicable Securities Laws, were true, correct and complete, in all material respects, and did not contain any misrepresentation, as of the respective dates of such information or statements, and no material change has occurred in relation to ACME which has not been publicly disclosed, and ACME has not filed any confidential material change reports which continue to be confidential.

5.13 Books and Records

The corporate records and minute books of ACME have been maintained in accordance with all applicable Corporate Laws and are complete and accurate in all material respects.

5.14 Tax Matters

- (a) All Returns required to be filed by or on behalf of ACME have been duly filed and such Returns are true, complete and correct in all material respects. All Taxes shown to be payable on the Returns or on subsequent assessments with respect thereto have been paid in full, and no other Taxes are payable by ACME with respect to items or periods covered by such Returns.
- (b) ACME has paid or provided adequate accruals for taxes as at March 31, 2018 in the ACME Financial Statements, including income taxes and labour taxes, in conformity with IFRS.
- (c) No material deficiencies exist or have been asserted with respect to Taxes of ACME. ACME is not a party to any action or proceeding for assessment or collection of Taxes, nor has such event been asserted or to ACME's knowledge threatened against ACME or ACME's assets. No waiver or extension of any statute of limitations is in effect with respect to Taxes or Returns of ACME. There is no audit in process, pending or, to the knowledge

of ACME, threatened by a governmental or taxing authority relating to the Returns of ACME for the last fiscal year.

5.15 Financial Commitments

Except for operating costs incurred in the ordinary course of business, as of the Agreement Date, ACME has no outstanding commitments for expenditures or other financial commitments in respect of the ACME Interests.

5.16 Debt and Working Capital

As at the Agreement Date, ACME had no Debt and its Working Capital is not less than \$400,000.

5.17 No Undisclosed Material Liabilities

Except as disclosed or reflected in the ACME Financial Statements and except for liabilities and obligations incurred in the ordinary course of business, or pursuant to the terms of this Agreement, ACME has not incurred any liabilities of any nature, whether accrued, contingent or otherwise (or which would be required by IFRS to be reflected on the balance sheet of ACME) since March 31, 2018 that constitute or would be reasonably likely to constitute a Material Adverse Change in respect of ACME.

5.18 Information

- (a) ACME has disclosed to RDT any information in its possession of which it is aware regarding any event, circumstance or action taken which could reasonably be expected to have a Material Adverse Effect on ACME.
- (b) To the best of the knowledge of ACME, all material data and information in respect of ACME and its assets, reserves, liabilities, business and operations provided by ACME or its advisors to RDT and its agents and representatives is complete and true and correct in all material respects as at the respective dates thereof and ACME has not omitted to provide any material data or information necessary to make any data or information provided by ACME to RDT not misleading in any material respect as at the respective dates thereof.

5.19 Financial Advisors

ACME has not retained nor will it retain any financial advisor, broker, agent or finder in connection with the transactions contemplated hereby, nor will it pay or agree to pay any financial advisor, broker, agent or finder any fee in connection with the transactions contemplated hereby as a financial advisor in connection with the transactions contemplated hereby.

5.20 Shareholder Rights Plan

There is not currently in effect with respect to ACME, and prior to the Effective Date, ACME will not implement, a shareholder rights plan or any other form of plan, agreement, contract or

instrument that will trigger any rights to acquire ACME Shares or other securities of ACME or rights, entitlements or privileges in favour of any Person upon the entering into of this Agreement or the making or consummation of the Amalgamation.

5.21 No Shareholders Agreement

Neither ACME nor, to the best of ACME's knowledge any of the ACME Shareholders, is a party to any shareholders agreement, pooling agreement, voting trust or other similar type of arrangement in respect of outstanding securities of ACME, other than as contemplated in this Agreement and as may be required in connection with the transactions contemplated hereby.

5.20 Issuances of Securities

All offers and sales of securities in the capital of ACME from treasury or by ACME including without limitation, the ACME Shares have been made in material compliance with all applicable Securities Laws.

5.21 Subsidiaries

ACME has no subsidiaries, other than AcquisitionCo.

5.22 Restriction on Business

The execution, delivery and performance of this Agreement does not and will not result in the restriction of ACME from engaging in its business or from competing with any Person or in any geographical area and do not and will not result in a Material Adverse Effect on ACME or trigger or cause to arise any rights of any Person under any contract or arrangement to restrict ACME from engaging in the business it currently or proposes to carry on.

5.23 Encumbered ACME Shares

To the best of ACME's knowledge, neither ACME nor any of the ACME Shareholders is a party to any security agreement, pledge agreements or other similar type of arrangement in respect of which ACME Shares have been charged, encumbered or otherwise provided as collateral.

5.24 Material Contracts

Except for this Agreement and as otherwise disclosed in ACME's public record, there are no material contracts or agreements to which ACME is a party or by which it is bound, all such contracts or agreements are valid and subsisting and ACME is not in default or breach thereof.

5.25 Amalgamation

The ACME Board has approved the Amalgamation and approved this Agreement, has unanimously determined that the Amalgamation is in the best interests of the ACME Shareholders.

ARTICLE 6 - REPRESENTATIONS AND WARRANTIES OF RDT

RDT represents and warrants to and in favour of ACME and AcquisitionCo as follows and acknowledges that ACME and AcquisitionCo are relying upon such representations and warranties in connection with the matters contemplated by this Agreement:

6.1 Organization and Qualification

RDT is a corporation duly incorporated and organized and validly existing under the laws of the Province of British Columbia and has the requisite corporate power and authority to carry on its business as it is now being conducted. RDT is duly registered to do business and is in good standing in each jurisdiction in which the character of its properties, owned or leased, or the nature of its activities make such registration necessary, except where the failure to be so registered or in good standing would not have a Material Adverse Effect on RDT.

6.2 Authority Relative to this Agreement

RDT has the requisite corporate authority to enter into this Agreement and to carry out its obligations hereunder. The execution and delivery of this Agreement and the consummation by RDT of the transactions contemplated hereby have been duly authorized by the RDT Board and no other corporate proceedings on its part are or will be necessary to authorize this Agreement and the transactions contemplated hereby (except for obtaining RDT Shareholder approval in respect of the RDT Amalgamation Resolution in accordance with this Agreement). This Agreement has been duly executed and delivered by RDT and constitutes a legal, valid and binding obligation of RDT enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other laws relating to or affecting creditors' rights generally and to general principles of equity.

6.3 No Violations

- (a) Neither the execution and delivery of this Agreement by RDT, the consummation by it of the transactions contemplated hereby nor compliance by it with any of the provisions hereof will:
- (i) violate, conflict with, or result in a breach of any provision of, require any consent, approval or notice under, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) or result in a right of termination or acceleration under, or result in a creation of any lien, security interest, charge or encumbrance upon any of the properties or assets of RDT under, any of the terms, conditions or provisions of (A) the RDT Governing Documents or (B) any note, bond, mortgage, indenture, loan agreement, deed of trust, agreement, lien, contract or other instrument or obligation to which RDT is a party or to which it or any of its respective properties or assets, may be subject or by which RDT is bound; or
 - (ii) subject to compliance with Corporate Laws and Securities Laws, violate any judgment, ruling, order, writ, injunction, determination, award, decree, statute,

ordinance, rule or regulation applicable to RDT (except for, in the case of each of clauses (i) and (ii) above, such violations, conflicts, breaches, defaults, terminations, accelerations which, or any consents, approvals or notices which if not given or received, would not have any Material Adverse Effect on RDT).

- (b) Other than in connection with or in compliance with the provisions of Corporate Laws and Securities Laws, (i) there is no legal impediment to the performance by RDT of its obligations under this Agreement or to the execution and delivery of this Agreement by RDT and (ii) no filing or registration with, or authorization, consent or approval of, any domestic or foreign public body or authority is necessary by RDT in connection with the consummation of the Amalgamation, except for such filings or registrations which, if not made, or for such authorizations, consents or approvals, which, if not received, would not have a Material Adverse Effect on RDT.

6.4 Capitalization

As of the Agreement Date, the authorized share capital of RDT consists of an unlimited number of RDT Shares. As of the Agreement Date, RDT will have the following securities issued and outstanding:

- (i) a maximum of 57,641,200 RDT Shares;
- (ii) 840,000 RDT Warrants; and
- (iii) shares issued pursuant to the Corporate Finance Services Agreement.

Except as set forth above, there will be, as at the Closing Date, no securities of RDT outstanding and no options, warrants or other rights, agreements or commitments of any character whatsoever requiring the issuance, sale or transfer by RDT of any RDT Shares or any securities convertible into, or exchangeable or exercisable for, or otherwise evidencing a right to acquire, any RDT Shares, nor are there any outstanding stock appreciation rights, phantom equity or similar rights, agreements, arrangements or commitments based upon the book value, income or other attributes of RDT. All outstanding RDT Shares have been duly authorized and validly issued, are fully paid and non-assessable and are not subject to, nor were they issued in violation of, any pre-emptive rights.

6.5 No Material Adverse Change

There has not been any material adverse change in the assets, results of operations, capitalization, financial condition, liabilities or obligations (absolute, accrued, contingent or otherwise) of RDT from the position set forth in the RDT Financial Statements and there has not been any Material Adverse Change in respect of RDT since February 28, 2018, and since that date there have been no facts, transactions, events or occurrences which could have a Material Adverse Effect on RDT.

6.6 Financial Statements

The RDT Financial Statements fairly present in all respects, in accordance with IFRS, consistently applied, the financial position and condition of RDT at the dates thereof and the results of the

operations of RDT for the periods then ended and reflect all assets, liabilities and obligations (absolute, accrued, contingent or otherwise) of RDT as at the dates thereof.

6.7 Compliance with Applicable Laws

RDT has conducted and is conducting its business in compliance in all material respects with all applicable Laws, rules and regulations and, in particular, all applicable licensing and environmental legislation, regulations or by-laws or other lawful requirement of any governmental or regulatory bodies applicable to it of each jurisdiction in which it carries on its business (except to the extent that the failure to so comply would not have a Material Adverse Effect on RDT) and holds all licences, permits, approvals, consents, registrations and qualifications in all jurisdictions in which it carries on its business which are necessary to carry on the business of RDT (other than those that, the failure of which to so hold, would not have a Material Adverse Effect on RDT), as now conducted and as presently proposed to be conducted and all such licenses, permits, approvals, consents, registrations or qualifications are valid and existing and in good standing and none of such licenses, permits, approvals, consents, registrations or qualifications contain any term, provision, condition or limitation which has or could reasonably be expected to have a Material Adverse Effect on RDT.

6.8 Title to Patents

Although it does not warrant title, RDT is not aware of any defects, failures or impairments to the title to its patents and intellectual property, whether or not an action, suit, proceeding or inquiry is pending or threatened and whether or not discovered by any third party, which in the aggregate could reasonably be expected to have a Material Adverse Effect on RDT, or materially adversely affect the value of the patents and intellectual property.

6.9 Property Interests

The RDT Interests are free and clear of adverse claims created by, through or under RDT except those arising in the ordinary course of business and that would not have a Material Adverse Effect on RDT and, to its knowledge, RDT holds the RDT Interests under valid and subsisting patents and licenses or other agreements except where the failure to so hold the RDT Interests would not have a Material Adverse Effect on RDT.

6.10 Litigation, Etc.

There are, at the Agreement Date, no actions, suits or proceedings outstanding, pending, or to the knowledge of RDT threatened, affecting RDT before or by any federal, provincial, state, local, foreign, municipal or other governmental department, commission, board, bureau, agency or court, which action, suit or proceeding would reasonably be expected to result in a judgment against or liability of RDT and RDT has no knowledge of facts or circumstances which may reasonably give rise to any such actions, cost or proceeding.

6.14 Employee Amounts

RDT has no Employee Amounts and as at the Effective Date there will be no amounts payable by RDT for Employee Amounts.

6.15 Employment Agreements

Other than as disclosed by RDT, RDT is not a party to any written employment or consulting agreement or any verbal employment or consulting agreement, which may not be terminated on one month's notice or which provides for a payment on a change of control of RDT or severance of employment upon termination without cause.

6.16 Employee Benefit Plans

Other than as disclosed by RDT, RDT has no employee benefit plans. RDT has made no promises with respect to increased benefits under such plans and all contributions (including premiums) required by law or contract to and including the Agreement Date to have been paid or accrued, under or with respect to such plans, have been paid or accrued as at that date, as the case may be, except where failure to make any such contribution could not reasonably be expected to result in a Material Adverse Change.

6.17 Books and Records

The corporate records and minute books of RDT have been maintained in accordance with all applicable Corporate Laws and are complete and accurate in all material respects.

6.18 Tax Matters

- (a) All Returns required to be filed by or on behalf of RDT have been duly filed and such Returns are true, complete and correct in all material respects. All Taxes shown to be payable on the Returns or on subsequent assessments with respect thereto have been paid in full, and no other Taxes are payable by RDT with respect to items or periods covered by such Returns.
- (b) RDT has paid or provided adequate accruals for taxes as at February 28, 2018 in the RDT Financial Statements, including income taxes and labour taxes, in conformity with IFRS.
- (c) No material deficiencies exist or have been asserted with respect to Taxes of RDT. RDT is not a party to any action or proceeding for assessment or collection of Taxes, nor has such event been asserted or to RDT's knowledge threatened against RDT or RDT's assets. No waiver or extension of any statute of limitations is in effect with respect to Taxes or Returns of RDT. There is no audit in process, pending or, to the knowledge of RDT, threatened by a governmental or taxing authority relating to the Returns of RDT for the last fiscal year.

6.19 Debt and Working Capital

RDT had no Debt as at the Agreement Date.

6.20 Securities Matters

No securities commission or similar regulatory authority in Canada has issued any order which is currently outstanding and preventing or suspending trading in the securities of RDT. No such proceeding is, to the knowledge of RDT, pending, contemplated or threatened and RDT is not in default of any requirement of any securities laws, rules or policies applicable to RDT or its securities.

6.21 Financial Commitments

Except for operating costs incurred in the ordinary course of business, as of the Agreement Date, RDT has no outstanding commitments for expenditures or other financial commitments in respect of the RDT Interests.

6.22 No Default Under Lending Agreements

RDT is not in default or breach of any covenants under its existing banking and lending agreements.

6.23 No Undisclosed Material Liabilities

Except as disclosed or reflected in the RDT Financial Statements and except for liabilities and obligations incurred in the ordinary course of business or pursuant to the terms of this Agreement, RDT has not incurred any liabilities of any nature, whether accrued, contingent or otherwise (or which would be required by IFRS to be reflected on the balance sheet of RDT) since February 28, 2018 that constitute or would be reasonably likely to constitute a Material Adverse Change in respect of RDT.

6.24 Insurance

Policies of insurance in force as of the Agreement Date naming RDT as an insured adequately cover in accordance with industry standards all risks reasonably and prudently foreseeable in the operation and conduct of the business of RDT. All such policies of insurance shall remain in force and effect and shall not be cancelled or otherwise terminated as a result of the transactions contemplated hereby or by the Amalgamation.

6.25 Private Issuer

RDT is not a reporting issuer in any jurisdiction in Canada and there is not a published market in respect of the RDT Shares;

6.26 Information

- (a) RDT has disclosed to ACME any information in its possession of which it is aware regarding any event, circumstance or action taken which could reasonably be expected to have a Material Adverse Effect on RDT.
- (b) To the best of the knowledge of RDT, all material data and information in respect of RDT and the RDT Subsidiaries and their respective assets, reserves, liabilities, business and operations provided by RDT or its advisors to ACME and its agents and representatives is complete and true and correct in all material respects as at the respective dates thereof and RDT has not omitted to provide any material data or information necessary to make any data or information provided by RDT to ACME not misleading in any material respect as at the respective dates thereof.

6.27 Restriction on Business

The execution, delivery and performance of this Agreement does not and will not result in the restriction of RDT from engaging in its business or from competing with any Person or in any geographical area and do not and will not result in a Material Adverse Effect on RDT or trigger or cause to arise any rights of any Person under any contract or arrangement to restrict RDT from engaging in the business it currently or proposes to carry on.

6.28 Financial Advisors

Other than the RDT Finder, RDT has not retained nor will it retain any financial advisor, sponsor, broker, agent or finder in connection with the transactions contemplated hereby, nor will it pay or agree to pay any financial advisor, sponsor, broker, agent or finder any fee in connection with the transactions contemplated hereby as a financial advisor in connection with the transactions contemplated hereby other than a corporate finance services agreement dated November 30, 2017 (the "Corporate Finance Services Agreement") pursuant to which the RDT Finder will be paid:

- (a) a fee equal to seven percent (7%) of the Transaction Value (as defined below) with respect to any equity financing transaction (a "Financing Transaction") by RDT, payable in cash as at the date of the closing of the Financing Transaction, which closes after the date of the Corporate Finance Services Agreement;
- (b) a fee equal to equal to seven percent (7%) of the total number of shares or other securities issued and outstanding in the capital of RDT as of the date of the Corporate Finance Services Agreement, payable in shares or the other securities as of the date hereof; and
- (c) subject only to regulatory approval, a fee equal to seven percent (7%) of the total number of shares or other securities issued in addition to the shares or other securities issued after the date of date of the Corporate Finance Services Agreement (save for shares or other securities issued pursuant to item (a) above in respect of any merger, reverse-take-over or plan of arrangement involving RDT and any other

corporation, payable in shares or the securities of RDT or the resulting corporation, as the case may be, as of the closing date of any such transaction.

“Transaction Value” means, for the purposes of item (a) above, the total amount(s) paid to RDT on the closing of any Financing Transaction, if, as and when it actually paid to or for the benefit of RDT.

6.29 No Shareholders Agreement

Neither RDT nor, to the best of RDT’s knowledge any of the RDT Shareholders, is a party to any shareholders agreement, pooling agreement, voting trust or other similar type of arrangement in respect of outstanding securities of RDT, other than as contemplated in this Agreement and as may be required in connection with the transactions contemplated hereby.

6.30 Issuances of Securities

All offers and sales of securities in the capital of RDT from treasury or by RDT including, without limitation, the RDT Shares and the RDT Warrants have been made in material compliance with all applicable Securities Laws.

6.31 Subsidiaries

RDT has a subsidiary in the United States named RDT Therapeutics Inc.

6.32 Encumbered RDT Shares

To the best of RDT’s knowledge, neither RDT nor any of the RDT Shareholders is a party to any security agreement, pledge agreements or other similar type of arrangement in respect of which RDT Shares or any of the shares of the RDT Subsidiaries have been charged, encumbered or otherwise provided as collateral.

6.33 No Guarantees or Indemnities

RDT is not a party to or bound by any agreement of guarantee, indemnification (other than a indemnification of directors and officers in accordance with the by-laws of RDT and applicable Laws, and indemnities in support of RDT’s obligations pursuant to agreements entered into in the ordinary course of business), or any other like commitment of the obligations, liabilities (absolute, accrued, contingent or otherwise) of indebtedness of any other Person other than the RDT Subsidiaries.

6.34 No Loans

RDT does not have any loans or other indebtedness currently outstanding which have been made to or from any of the RDT Shareholders or its officers, directors or employees or any other Person not dealing at arm’s length with RDT.

6.35 Amalgamation

The RDT Board has approved the Amalgamation and approved this Agreement, has unanimously determined that the Amalgamation is in the best interests of the RDT Shareholders.

6.36 No Net Profits or Other Interests

No officer, director, employee or any other Person not dealing at arm's length with RDT or, to the knowledge of RDT, any associate or affiliate of any such Person, owns, has or is entitled to any royalty, net profits interest, carried interest or any other encumbrances or claims of any nature whatsoever which are based on production from the properties or assets of RDT (taken as a whole) or any revenue or rights attributed thereto.

6.42 No Going Public Transaction Proposal

RDT has not negotiated any going public transaction proposal with any Person, other than ACME.

ARTICLE 7 - CONDUCT OF BUSINESS

7.1 Conduct of Business by ACME

ACME agrees that during the period from the Agreement Date and ending on the earlier of the Effective Date or the termination of this Agreement, except as otherwise expressly permitted or specifically contemplated by this Agreement or as expressly consented to in writing by RDT:

- (a) the business of ACME shall be conducted only in, and ACME shall not take any action except in, the usual and ordinary course of business and consistent with past practice, and ACME shall use all commercially reasonable efforts to maintain and preserve its business, assets and advantageous business relationships and ACME shall keep RDT apprised of all material developments relating thereto;
- (b) ACME shall not directly or indirectly do or permit to occur any of the following: (i) amend the ACME Governing Documents; (ii) declare, set aside or pay any dividend or other distribution or payment (whether in cash, shares or property) in respect of its shares owned by any Person; (iii) issue or agree to issue grant any shares, or securities convertible into or exchangeable or exercisable for, or otherwise evidencing a right to acquire ACME Shares; (iv) redeem, purchase or otherwise acquire any of its outstanding shares or other securities; (v) split, combine or reclassify any of its shares; (vi) adopt a plan of liquidation or resolutions providing for the liquidation, dissolution, merger, consolidation or reorganization of ACME; or (vii) enter into or modify any contract, agreement, commitment or arrangement with respect to any of the foregoing, except as permitted above;
- (c) ACME shall not, without prior consultation with and the consent of the RDT Board, such consent not to be unreasonably withheld, directly or indirectly do any of the following: (i) sell, pledge, dispose of or encumber any of its material assets having an individual value

- in excess of \$10,000 individually or \$50,000 in the aggregate; (ii) acquire (by merger, amalgamation, consolidation or acquisition of shares or assets) any corporation, partnership or other business organization or division thereof, or make any investment either by purchase of shares or securities, contributions of capital or property transfer; (iii) acquire any assets with an acquisition cost which would exceed \$10,000 individually or \$50,000 in the aggregate; (iv) incur or commit to incur any indebtedness for borrowed money except in the ordinary course of business, or any other material liability or obligation or issue any debt securities or assume, guarantee, endorse or otherwise as an accommodation become responsible for, the obligations of any other individual or entity, or make any loans or advances other than fees payable to legal advisors in the ordinary course and fees payable to legal in respect of the Amalgamation; (v) authorize, recommend or propose any release or relinquishment of any material contract right; (vi) waive, release, grant or transfer any material rights of value or modify or change in any material respect any existing material license, lease, contract, or other material document or incur any contingent liability in excess of \$10,000 individually or \$50,000 in the aggregate; (vii) enter into any non-arm's length transactions including with any officers, directors or employees of ACME or transfer any property or assets of ACME to any employees; or (viii) authorize or propose any of the foregoing, or enter into or modify any contract, agreement, commitment or arrangement to do any of the foregoing except as may be necessary for the maintenance of existing facilities, machinery and equipment in good operating condition and repair in the ordinary course of business;
- (d) ACME shall not: (i) grant any officer, director, employee or consultant an increase in compensation in any form; (ii) grant any general salary increase to any employees; (iii) take any action with respect to the amendment or grant of any severance or termination pay policies or arrangement for any directors, officers or employees; (iv) advance any loan to any officer, director or any other party not at arm's length to ACME; (v) adopt or amend any ACME employee compensation plans; nor (vi) make any payment to any employee, officer or director outside their ordinary and usual compensation for services provided;
- (e) ACME shall not adopt or amend or make any contribution to any bonus, employee health benefit plan, profit sharing, deferred compensation, insurance, incentive compensation, other compensation or other similar plan, agreement, incentive or share purchase plan, fund, plan or arrangement for the benefit of employees, except as is necessary to comply with the law or with respect to existing provisions of any such plans, programs, arrangement or agreements;
- (f) ACME shall use its commercially reasonable efforts to cause, effective at the Effective Time, the resignation of each of the officers of ACME and to cause each of such officers to execute mutual releases, conditional on closing of the Amalgamation and effective on the Effective Date, each in form and substance satisfactory to RDT and ACME, each acting reasonably and ACME shall cooperate with RDT to provide an orderly transition of control;
- (g) ACME shall use its commercially reasonable efforts to cause, effective at the Effective Time, the resignation of each of the directors of ACME (except for Brian Howlett) and to

cause each of such directors to execute mutual releases, conditional on closing of the Amalgamation and effective on the Effective Date, each in form and substance satisfactory to RDT and ACME, each acting reasonably, and to fill the resulting vacancies with designees of RDT, and ACME shall cooperate with RDT to provide an orderly transition of control;

- (h) other than as disclosed to RDT, ACME shall use its commercially reasonable efforts to cause each of its directors and senior officers to vote in favour of the ACME Amalgamation Resolution;
- (j) ACME shall not take any action, refrain from taking any action, permit any action to be taken or not taken, inconsistent with this Agreement, which might directly or indirectly interfere or negatively affect the consummation of the Amalgamation;
- (k) ACME shall not take any action, that would render, or may reasonably be expected to render, any representation or warranty made by it in this Agreement untrue in any material respect;
- (l) ACME shall promptly notify RDT in writing of: (i) any material change (actual, anticipated or, to the knowledge of ACME, contemplated or threatened, financial or otherwise) in or on the business, operations, results of operations, affairs, assets, capitalization, financial condition, licenses, permits, concessions, prospects, rights, or liabilities, whether contractual or otherwise, of ACME (other than any change or effect that is excepted out of the definitions of Material Adverse Change or Material Adverse Effect), or (ii) any change that would render any representation or warranty provided by ACME in this Agreement which change is or may be of such a nature to render any representation or warranty misleading or untrue in any material respect and ACME shall in good faith discuss with RDT any change in circumstances (actual, anticipated or to the knowledge of ACME contemplated or threatened) which is of such a nature that there may be a reasonable question as to whether notice need to be given to RDT pursuant to this provision;
- (m) ACME will within two Business Days of ACME receiving any written audit inquiry, assessment, reassessment, confirmation or variation of an assessment, indication that tax assessment is being considered, request for filing of a waiver or extension of time or any other notice in writing relating to taxes, interest, penalties, losses or tax pools (an "Assessment"), deliver to RDT a copy thereof together with a statement setting out, to the extent then determinable, an estimate of the obligations, if any, of ACME on the assumption that such Assessment is valid and binding;
- (n) ACME shall use its commercially reasonable efforts to fulfill or cause the fulfillment of the conditions set forth in Sections 11.1 and 11.2 as soon as reasonably possible to the extent that the fulfillment of the same is within the control of ACME;
- (o) ACME shall make all necessary filings and applications under Corporate Laws and Securities Laws required to be made on the part of ACME in connection with the

transactions contemplated herein and shall take all reasonable action necessary to be in compliance with such laws; and

- (p) ACME will furnish promptly to RDT or RDT's counsel any requests from any governmental or regulatory authority for any information in respect of the business, operations, financial condition or assets of ACME or any third party compliant, investigation or hearing (or investigations indicating the same may be contemplated) to the extent that it relates to or could affect ACME or their respective properties or assets in a material way.

7.2 Conduct of Business by RDT

RDT agrees that during the period from the Agreement Date and ending on the earlier of the Effective Date or the termination of this Agreement, except as otherwise expressly permitted or specifically contemplated by this Agreement or as expressly consented to in writing by ACME:

- (a) the business of RDT shall be conducted only in, and RDT shall not take any action except in, the usual and ordinary course of business and consistent with past practice, and RDT shall use all commercially reasonable efforts to maintain and preserve its business organization, assets, employees and advantageous business relationships and RDT shall consult with ACME in respect of the ongoing business and affairs of RDT and keep ACME apprised of all developments relating thereto;
- (b) RDT shall not directly or indirectly do or permit to occur any of the following: (i) amend the RDT Governing Documents; (ii) declare, set aside or pay any dividend or other distribution or payment (whether in cash, shares or property) in respect of its shares owned by any Person; (iii) redeem, purchase or otherwise acquire any of its outstanding shares or other securities other than as required by the RDT Governing Documents; (iv) split, combine or reclassify any of its shares; (v) adopt a plan of liquidation or resolutions providing for the liquidation, dissolution, merger, consolidation or reorganization of RDT; or (vi) enter into or modify any contract, agreement, commitment or arrangement with respect to any of the foregoing, except as permitted above;
- (c) RDT shall not, without prior consultation with and the consent of the ACME Board, such consent not to be unreasonably withheld, directly or indirectly do any of the following: (i) sell, pledge, dispose of or encumber any of its assets having an individual value in excess of \$10,000 individually or \$50,000 in the aggregate; (ii) acquire (by merger, amalgamation, consolidation or acquisition of shares or assets) any corporation, partnership or other business organization or division thereof, or make any investment either by purchase of shares or securities, contributions of capital or property transfer; (iii) acquire any assets with an acquisition cost which would exceed \$10,000 individually or \$50,000 in the aggregate; (iv) incur or commit to incur any indebtedness for borrowed money except in the ordinary course of business, or any other material liability or obligation or issue any debt securities or assume, guarantee, endorse or otherwise as an accommodation become responsible for, the obligations of any other individual or entity, or make any loans or advances other than fees payable to legal advisors in the ordinary course and fees payable

- to legal in respect of the Amalgamation; (v) authorize, recommend or propose any release or relinquishment of any material contract right; (vi) waive, release, grant or transfer any material rights of value or modify or change in any material respect any existing material license, lease, contract, production sharing agreement, government land concession or other material document; (viii) enter into or terminate any Swaps or other financial instruments or like transactions (other than in accordance with their terms); (ix) enter into commitments of a capital expenditure nature or incur any contingent liability in excess of \$10,000 individually or \$50,000 in the aggregate; (x) enter into any non-arm's length transactions including with any officers, directors or employees of RDT or transfer any property or assets of RDT to any employees; or (xi) authorize or propose any of the foregoing, or enter into or modify any contract, agreement, commitment or arrangement to do any of the foregoing except as may be necessary for the maintenance of existing facilities, machinery and equipment in good operating condition and repair in the ordinary course of business;
- (d) RDT shall not: (i) grant any officer, director, employee or consultant an increase in compensation in any form; (ii) grant any general salary increase to any employees; (iii) take any action with respect to the amendment or grant of any retention, severance or termination pay policies or arrangement for any directors, officers or employees; (iv) advance any loan to any officer, director or any other party not at arm's length to RDT; or (v) take any action with respect to the grant of any new, or any amendment to any existing, arrangements for severance, termination or retention pay with any officer or employee arising from the Amalgamation or a change of control of RDT or otherwise, or with respect to any increase of benefits payable under its current severance, termination or retention pay policies;
- (e) RDT shall not adopt or amend or make any contribution to any bonus, employee health benefit plan, profit sharing, deferred compensation, insurance, incentive compensation, other compensation or other similar plan, agreement, incentive or share purchase plan, fund, plan or arrangement for the benefit of employees, except as is necessary to comply with the law or with respect to existing provisions of any such plans, programs, arrangement or agreements;
- (f) RDT shall use its commercially reasonable efforts to cause its current insurance (or re-insurance) policies not to be cancelled or terminated or any of the coverage thereunder to lapse, unless simultaneously with such termination, cancellation or lapse, replacement policies underwritten by insurance or re insurance companies of nationally recognized standing providing coverage equal to or greater than the coverage under the cancelled, terminated or lapsed policies for substantially similar premiums are in full force and effect.
- (g) other than as disclosed to ACME, RDT shall use its commercially reasonable efforts to cause each of its directors and senior officers to vote in favour of the RDT Amalgamation Resolution; and
- (h) RDT shall not take any action, refrain from taking any action, permit any action to be taken or not taken, inconsistent with this Agreement, which might directly or indirectly interfere

or negatively affect the consummation of the Amalgamation, other than in connection with a Superior Proposal in accordance with fulfilling the fiduciary obligations of the RDT Board.

ARTICLE 8 - COVENANTS OF RDT

8.1 RDT Meeting

- (a) [intentionally deleted].
- (b) if requested by ACME, RDT shall, on or before in any event no later than within 30 days of the date on which ACME obtains a receipt to its preliminary prospectus filed with the Securities Authorities (or such other date as ACME and RDT may agree to), convene the RDT Meeting.
- (c) RDT shall solicit proxies to be voted at the RDT Meeting in favour of the matters to be considered at such meeting, including the RDT Amalgamation Resolution.
- (d) RDT shall provide notice to ACME of the RDT Meeting and allow ACME's representatives to attend such meeting.
- (e) RDT shall conduct the RDT Meeting in accordance with the RDT Governing Documents and any instrument governing such meeting, as applicable, and as otherwise required by Corporate Laws and other applicable Laws.
- (f) RDT will prepare (in consultation with ACME), and distribute to RDT Shareholders in a timely and expeditious manner, the RDT Information Circular and any amendments or supplements thereto, all as required by applicable Laws, in all jurisdictions where the same is required, complying in all material respects with all Corporate Laws and other applicable Laws and, without limiting the generality of the foregoing, RDT shall ensure that the RDT Information Circular provides RDT Shareholders with information in sufficient detail to permit them to form a reasoned judgment concerning the matters before them, and will set out the ACME Information in the RDT Information Circular in the form approved by ACME and shall include, without limitation, (i) the financial statements of RDT and in respect of prior acquisitions, if any, made by RDT that are required to be included therein in accordance with applicable Laws prepared in accordance with applicable Laws; and (ii) the unanimous determination of the RDT Board that the Amalgamation is fair, from a financial point of view, to RDT Shareholders, is in the best interests of RDT and RDT Shareholders, and include the unanimous recommendation of the RDT Board that the RDT Shareholders vote in favour of the Amalgamation; provided that, notwithstanding the covenant of RDT in this Subsection 8.1(f), prior to the completion of the Amalgamation, the RDT Board may withdraw, modify or change the recommendation regarding the Amalgamation if, in the opinion of the RDT Board acting reasonably, having received the advice of its outside legal counsel, such withdrawal, modification or change is required to act in a manner consistent with the fiduciary duties of the RDT Board and the RDT Board shall have complied with the provisions of Sections 8.7 and 8.8 (including that RDT shall

have paid the ACME Non-Completion Fee to ACME) and shall have terminated this Agreement pursuant to Section 12.2;

- (g) RDT shall indemnify and save harmless ACME and the directors, officers and agents of ACME from and against any and all liabilities, claims, demands, losses, costs, damages and expenses (excluding any loss of profits or consequential damages) to which ACME, or any director, officer or agent thereof, may be subject or which ACME, or any director, officer or agent thereof, may suffer or incur, whether under the provisions of any statute or otherwise, in any way caused by, or arising, directly or indirectly, from or in consequence of any misrepresentation or alleged misrepresentation in the RDT Information Circular (other than arising solely from or based solely upon any misrepresentation or alleged misrepresentation in the ACME Information contained in the RDT Information Circular); and
- (h) except for proxies and other non-substantive communications with RDT Shareholders, RDT will furnish promptly to ACME or ACME's counsel, a copy of each notice, report, schedule or other document delivered, filed or received by RDT in connection with: (i) the Amalgamation; (ii) the RDT Meeting; (iii) any filings under applicable Laws; and (iv) any dealings with regulatory agencies in connection with the transactions contemplated hereby.

8.2 ACME Meeting

- (a) if required, RDT will assist ACME in the preparation of the ACME Information Circular and provide to ACME, in a timely manner, all information as may be reasonably requested by ACME with respect to RDT and its directors and officers for inclusion in the ACME Information Circular and any amendments or supplements thereto, in each case complying in all material respects with all applicable legal requirements and the rules and policies of the Exchange on the date of issue thereof and to enable ACME to meet the standard referred to in Subsection 9.2(g) with respect to RDT, the Amalgamation and the transactions to be considered at the ACME Meeting.
- (b) RDT shall indemnify and save harmless ACME and the directors, officers and agents of ACME from and against any and all liabilities, claims, demands, losses, costs, damages and expenses (excluding any loss of profits or consequential damages) to which ACME, or any director, officer or agent thereof, may be subject or which ACME, or any director, officer or agent thereof may suffer, whether under the provisions of any statute or otherwise, in any way caused by, or arising, directly or indirectly, from or in consequence of:
 - (i) any misrepresentation or alleged misrepresentation in the ACME Information Circular regarding RDT based on information provided to ACME from RDT or in any material filed by RDT or on behalf of RDT which RDT has authorized for use in the ACME Information Circular in compliance or intended compliance with any Corporate Laws, Securities Laws and other applicable Laws;

- (ii) any order made or any inquiry, investigation or proceeding by any securities commission or other competent authority based upon any untrue statement or omission or alleged untrue statement or omission of a material fact or any misrepresentation or any alleged misrepresentation in the ACME Information Circular or in any material filed by or on behalf of RDT in compliance or intended compliance with Securities Laws, which prevents or restricts the trading in the RDT Shares; and
- (iii) RDT being in breach of any material requirement of Corporate Laws, Securities Laws and other applicable Laws in connection with the transactions contemplated in this Agreement;

except that RDT shall not be liable in any such case to the extent that any such liabilities, claims, demands, losses, costs, damages and expenses arise out of or are based upon (a) any misrepresentation or alleged misrepresentation of a material fact that is not contained solely within the RDT Information included in the ACME Information Circular, or (b) the negligence of ACME.

8.3 Notice of Material Change

From the Agreement Date until the termination of this Agreement, RDT shall promptly notify ACME in writing of:

- (a) any Material Adverse Change (actual, anticipated, contemplated or, to the knowledge of RDT, threatened) in respect of RDT;
- (b) any change in the facts relating to any representation or warranty set forth in Article 6 which change is or may be of such a nature as to render any such representation or warranty misleading or untrue in a material respect as at the Agreement Date or as at any subsequent date; or
- (c) any material fact in respect of RDT or the RDT Shareholders which arises and which would have been required to be stated herein had the fact arisen on or prior to the Agreement Date including, without limitation, any material fact that could reasonably be expected to result in any of the conditions to completion of the Amalgamation not being satisfied prior to the Outside Date.

RDT shall in good faith discuss with ACME any change in circumstances (actual, anticipated, contemplated or, to the knowledge of RDT, threatened, financial or otherwise) which is of such a nature that there may be a reasonable question as to whether notice need to be given to ACME pursuant to this Section 8.3.

8.4 Permitted Change in Recommendation

Notwithstanding any other provision of this Agreement, the RDT Board shall have the right to withdraw, modify or amend its recommendation with respect to the Amalgamation if, prior to the

Outside Date, ACME shall have breached, or failed to comply with, in any material respect, any of its material covenants or other material obligations under this Agreement, provided that ACME has been given written notice of and three (3) Business Days to cure any such breach or non-performance.

8.5 Financial Information

RDT shall make available to ACME, and consents to the use of, all financial statements and other information of RDT which may be required to be disclosed in any ACME documents, including the ACME Information Circular, any proxy statement, business acquisition report or prospectus of ACME and any amendments thereto, as required under Securities Laws and the rules and policies of the Exchange. Such financial statements shall be prepared in accordance with IFRS. If required by Securities Laws or the rules and policies of the Exchange, such financial statements shall be audited or reviewed, as the case may be, by RDT's auditors if requested by ACME. RDT shall use its commercially reasonable efforts to have its auditors, to the extent required by Securities Laws or the rules and policies of the Exchange, provide the consent to the use of their reports and to the use of their name in connection with any disclosure by ACME of such financial statements.

8.6 Actions

RDT covenants and agrees that at all times prior to the completion of the Amalgamation, RDT shall not take any action, or fail to take any action, which would or could reasonably be expected to result in the representation and warranties set out in Article 6 being untrue in any material respect at any time prior to the completion of the Amalgamation.

8.7 Non Solicitation

- (a) RDT shall immediately cease and cause to be terminated all existing discussions and negotiations (including, without limitation, through any of its Representatives on its behalf), if any, with any parties conducted before the Agreement Date with respect to any Going Public Transaction and shall immediately request the return or destruction of all information provided to any third parties which have entered into a confidentiality agreement with RDT relating to a Going Public Transaction and shall use reasonable commercial efforts to ensure that such requests are honoured.
- (b) RDT shall not, directly or indirectly, do or authorize or permit any of its Representatives to, directly or indirectly, do, any of the following:
 - (i) take any action to or solicit, facilitate, initiate or encourage (including, without limitation, by way of furnishing information or entering into any form of agreement, arrangement or understanding) or take any action to solicit, facilitate or encourage any inquiry or communication or the making of any proposal or offer to RDT or the RDT Shareholders from any Person which constitutes, or may reasonably be expected to lead to (in either case whether in one transaction or a series of transactions): (1) an initial public offering in Canada of RDT Shares (a "Public Offering") with a concurrent listing on a recognized Canadian stock

exchange; or (2) a transaction which provides RDT Shareholders with comparable liquidity to a Public Offering whether by means of (A) an acquisition from RDT or the RDT Shareholders of any securities of RDT (other than on exercise of currently outstanding RDT Warrants); (B) any acquisition of a significant amount of the assets of RDT; (C) an amalgamation, arrangement, merger, or consolidation involving RDT; or (D) any take-over bid, issuer bid, exchange offer, recapitalization, liquidation, dissolution, reorganization into a royalty trust or income fund or similar transaction involving RDT or any other transaction, the consummation of which would or could reasonably be expected to impede, interfere with, prevent or delay the transactions contemplated by this Agreement or the Amalgamation or which would or could reasonably be expected to materially reduce the benefits to ACME under this Agreement or the Amalgamation (any such inquiry or proposal in respect of any of the foregoing being an “Going Public Transaction Proposal”);

- (ii) enter into or participate in any negotiations or discussions regarding a Going Public Transaction Proposal, or furnish to any other Person any information with respect to its business, properties, operations, prospects or conditions (financial or otherwise) in connection with a Going Public Transaction Proposal or otherwise cooperate in any way with, or assist or participate in, facilitate or encourage, any effort or attempt of any other Person to do or seek to do any of the foregoing;
- (iii) waive, or otherwise forbear in the enforcement of, or enter into or participate in any discussions, negotiations or agreements to waive or otherwise forbear in respect of, any rights or other benefits of RDT under confidential information agreements, including, without limitation, any “standstill provisions” thereunder; or
- (iv) accept, recommend, approve or enter into an agreement to implement a Going Public Transaction Proposal, provided, however, that notwithstanding any other provision hereof, RDT and its Representatives may:
 - (A) engage in or participate in negotiations or discussions with a third party who (without any solicitation, initiation or encouragement, directly or indirectly, after the Agreement Date, by RDT or any of its Representatives) seeks to initiate such negotiations or discussions and, subject to execution of a confidentiality agreement that shall provide for disclosure thereof to ACME as set out below, may furnish to such third party information concerning RDT and its business, properties and assets, in each case if, and only to the extent that:
 - (1) the third party has first made a Superior Proposal; and
 - (2) prior to furnishing such information to or entering into or participating in any such negotiations or discussions with such third party, RDT provides prompt notice to ACME to the effect that it is furnishing information to or entering into or participating in negotiations or

discussions with such Person or entity together with a copy of the confidentiality agreement referenced above and if not previously provided to ACME and provided further that, RDT shall notify ACME orally and in writing of any inquiries, offers or proposals with respect to a Superior Proposal (which written notice shall include, without limitation, a copy of such proposal (and any amendments or supplements thereto), the identity of the Person making it, if not previously provided to ACME within forty-eight (48) hours of the receipt thereof, shall keep ACME informed of the status and details of any such inquiry, offer or proposal and answer ACME's questions with respect thereto; and

- (B) RDT provides to ACME in writing the determination of the RDT Board promptly upon determining that the Going Public Transaction Proposal, if completed, would constitute a Superior Proposal;
- (vi) comply with Multilateral Instrument 62-104, Take-Over Bids and Issuer Bids and similar provisions under other Securities Laws relating to the provision of directors' circulars, if applicable, and make appropriate disclosure with respect thereto to the RDT Shareholders; and
- (vii) accept, recommend, approve or enter into an agreement to implement a Superior Proposal from a third party, but only if prior to such acceptance, recommendation, approval or implementation, the RDT Board shall have concluded in good faith, after considering all proposals to adjust the terms and conditions of this Agreement as contemplated by Subsection 8.7(c) and after receiving the advice of outside counsel, that the taking of such action is necessary for the RDT Board in discharge of its fiduciary duties under applicable Laws and RDT complies with its obligations set forth in Subsection 8.7(c) and terminates this Agreement in accordance with Section 12.2 and concurrently therewith pays the ACME Non-Completion Fee.

ARTICLE 9 - COVENANTS OF ACME AND ACQUISITIONCO

ACME and AcquisitionCo agree that during the period from the Agreement Date and ending on the earlier of the Effective Date or the termination of this Agreement, except as otherwise expressly permitted or specifically contemplated by this Agreement:

9.1 RDT Meeting

- (a) If required, ACME and AcquisitionCo will assist RDT in the preparation of the RDT Information Circular and provide to RDT, in a timely manner, all information as may be reasonably requested by RDT with respect to ACME and AcquisitionCo and their respective directors and officers for inclusion in the RDT Information Circular and any amendments or supplements thereto, in each case complying in all material respects with all applicable legal requirements on the date of issue thereof and to enable RDT to meet

the standard referred to in Subsection 8.1(f) with respect to ACME, the Amalgamation and the transactions to be considered at the RDT Meeting.

- (b) ACME shall indemnify and save harmless RDT and the directors, officers and agents of RDT from and against any and all liabilities, claims, demands, losses, costs, damages and expenses (excluding any loss of profits or consequential damages) to which RDT, or any director, officer or agent thereof, may be subject or which RDT, or any director, officer or agent thereof may suffer, whether under the provisions of any statute or otherwise, in any way caused by, or arising, directly or indirectly, from or in consequence of:
- (i) any misrepresentation or alleged misrepresentation in the RDT Information Circular regarding ACME based on information provided to RDT from ACME or in any material filed by ACME or on behalf of ACME which ACME has authorized for use in the RDT Information Circular in compliance or intended compliance with any Corporate Laws, Securities Laws and other applicable Laws;
 - (ii) any order made or any inquiry, investigation or proceeding by any securities commission or other competent authority based upon any untrue statement or omission or alleged untrue statement or omission of a material fact or any misrepresentation or any alleged misrepresentation in the ACME Information Circular or in any material filed by or on behalf of ACME in compliance or intended compliance with Securities Laws, which prevents or restricts the trading in the ACME Shares; and
 - (iii) ACME being in breach of any materials requirement of Corporate Laws, Securities Laws and other applicable Laws in connection with the transactions contemplated in this Agreement;

except that ACME shall not be liable in any such case to the extent that any such liabilities, claims, demands, losses, costs, damages and expenses arise out of or are based upon (a) any misrepresentation or alleged misrepresentation of a material fact that is not contained solely within the ACME Information included in the RDT Information Circular, or (b) the negligence of RDT.

- (c) ACME shall indemnify and save harmless RDT and the directors, officers and agents of RDT from and against any and all liabilities, claims, demands, losses, costs, damages and expenses (excluding any loss of profits or consequential damages) to which RDT, or any director, officer or agent thereof, may be subject or which RDT, or any director, officer or agent thereof, may suffer or incur, whether under the provisions of any statute or otherwise, in any way caused by, or arising, directly or indirectly, from or in consequence of any misrepresentation or alleged misrepresentation in the ACME Information Circular (other than arising solely from or based solely upon any misrepresentation or alleged misrepresentation in the RDT Information contained in the ACME Information Circular);
- (d) except for proxies and other non-substantive communications with ACME Shareholders, ACME will furnish promptly to RDT or RDT's counsel, a copy of each notice, report,

schedule or other document delivered, filed or received by ACME in connection with: (i) the Amalgamation; (ii) the ACME Meeting; (iii) any filings under applicable Laws; and (iv) any dealings with regulatory agencies in connection with the transactions contemplated hereby; and

- (e) ACME will make all necessary filings and applications under Corporate Laws, Securities Laws, other applicable Laws and the rules and policies of the Exchange, required to be made on the part of ACME in connection with the transactions contemplated herein and shall take all reasonable action necessary to be in compliance with such Corporate Laws, Securities Laws, other applicable Laws and the rules and policies of the Exchange.

9.3 Notice of Material Change

From the Agreement Date until the termination of this Agreement, ACME and AcquisitionCo shall promptly notify RDT in writing of:

- (a) any Material Adverse Change (actual, anticipated, contemplated or, to the knowledge of ACME, threatened in respect of ACME;
- (b) any change in the facts relating to any representation or warranty set forth in Article 5 which change is or may be of such a nature as to render any such representation or warranty misleading or untrue in a material respect as at the Agreement Date or as at any subsequent date;
- (c) any change in circumstances which arises and which would reasonably be expected to result in any of the RDT Shareholders that have provided RDT Shareholder Support Agreements not voting their RDT Shares in favour of the RDT Amalgamation Resolution; or
- (d) any material fact in respect of ACME which arises and which would have been required to be stated herein had the fact arisen on or prior to the Agreement Date.

ACME shall in good faith discuss with RDT any change in circumstances (actual, anticipated, contemplated or, to the knowledge of ACME, threatened, financial or otherwise) which is of such a nature that there may be a reasonable question as to whether notice need to be given to RDT pursuant to this Section 9.3.

9.4 Permitted Change in Recommendation

Notwithstanding any other provision of this Agreement, the ACME Board shall have the right to withdraw, modify or amend its recommendation with respect to the Amalgamation if, prior to the Outside Date, RDT shall have breached, or failed to comply with, in any material respect, any of its material covenants or other material obligations under this Agreement, provided that RDT has been given written notice of and three (3) Business Days to cure any such breach or non-performance.

9.5 Actions

ACME and AcquisitionCo covenant and agree that at all times prior to the completion of the Amalgamation, ACME and AcquisitionCo shall not take any action, or fail to take any action, which would or could reasonably be expected to result in the representations and warranties set out in Article 5 being untrue in any material respect at any time prior to the completion of the Amalgamation.

9.6 Non Solicitation

- (a) ACME shall immediately cease and cause to be terminated all existing discussions and negotiations (including, without limitation, through any of its Representatives on its behalf), if any, with any parties conducted before the Agreement Date with respect to any Acquisition Proposal and shall immediately request the return or destruction of all information provided to any third parties which have entered into a confidentiality agreement with ACME relating to an Acquisition Proposal and shall use reasonable commercial efforts to ensure that such requests are honoured.
- (b) ACME shall not, directly or indirectly, do or authorize or permit any of its Representatives to, directly or indirectly, do, any of the following:
 - (i) solicit, facilitate, initiate or encourage (including, without limitation, by way of furnishing information or entering into any form of agreement, arrangement or understanding) or take any action to solicit, initiate or encourage any inquiry or communication or the making of any proposal or offer to ACME or the ACME Shareholders from any Person which constitutes, or may reasonably be expected to lead to (in either case whether in one transaction or a series of transactions): (A) any acquisition of all or substantially all of the assets of ACME; (B) an amalgamation, arrangement, merger, or consolidation involving ACME; or (C) any take-over bid, issuer bid, exchange offer, recapitalization, liquidation, dissolution, reorganization into a royalty trust or income fund or similar transaction involving ACME or any other transaction, the consummation of which would or could reasonably be expected to impede, interfere with, prevent or delay the transactions contemplated by this Agreement or the Amalgamation or which would or could reasonably be expected to materially reduce the benefits to RDT under this Agreement or the Amalgamation (any such inquiry or proposal in respect of any of the foregoing being an “Acquisition Proposal”);
 - (ii) enter into or participate in any negotiations or discussions regarding an Acquisition Proposal, or furnish to any other Person any information with respect to its business, properties, operations, prospects or conditions (financial or otherwise) in connection with an Acquisition Proposal or otherwise cooperate in any way with, or assist or participate in, facilitate or encourage, any effort or attempt of any other Person to do or seek to do any of the foregoing;

- (iii) waive, or otherwise forbear in the enforcement of, or enter into or participate in any discussions, negotiations or agreements to waive or otherwise forbear in respect of, any rights or other benefits of ACME under confidential information agreements, including, without limitation, any “standstill provisions” thereunder; or
 - (iv) accept, recommend, approve or enter into an agreement to implement an Acquisition Proposal,
- (c) ACME shall ensure that the officers, directors and employees of ACME and any investment bankers, legal and other advisers and representatives retained by ACME are aware of the provisions of this Section 9.6, and ACME shall be responsible for any breach of this Section 9.6 by such officers, directors, employees, investment bankers, advisers and representatives.

9.7 Indemnities

ACME and AcquisitionCo agree that they will not take any action to terminate or Materially Adversely Effect any indemnity agreements or right to indemnity in favour of past and present officers and directors of ACME pursuant to the provisions of the ACME Governing Documents, applicable Corporate Laws and any written indemnity agreements between ACME and its past and present directors (copies of which agreements being in the form provided to RDT prior to the Agreement Date).

9.9 Other Covenants

ACME and AcquisitionCo covenant and agree that, from and including the Agreement Date until the termination of this Agreement, unless RDT agrees otherwise in writing:

- (a) ACME and AcquisitionCo shall use their reasonable commercial efforts to consummate the Amalgamation, in accordance with the terms and conditions hereof;
- (b) ACME shall use its commercially reasonable efforts to obtain approval of the ACME Amalgamation Resolution and all of the Exchange and regulatory approvals, waivers and consents required;
- (c) ACME shall use its reasonable commercial efforts to continue to be a “reporting issuer” (or similarly designated company) in the provinces of Ontario, Alberta and British Columbia, in material compliance with all applicable Securities Laws and shall use its reasonable commercial efforts to ensure that the ACME Shares will be listed on the Exchange.

9.10 Exchange Approval

Following execution of this Agreement, ACME will promptly make application to the Exchange to approve the transactions contemplated hereby and to list the number of ACME Shares as are issuable pursuant to the Amalgamation for trading on the Exchange.

ARTICLE 10 - MUTUAL COVENANTS

10.1 Mutual Covenants

From the Agreement Date until the Effective Date, each of ACME, AcquisitionCo and RDT will use its reasonable commercial efforts to satisfy (or cause the satisfaction of) the conditions precedent to its obligations hereunder and to the extent the same is within its control, take, or cause to be taken, all other action and to do, or cause to be done, all other things necessary, proper or advisable under applicable Laws to complete the Amalgamation, including using reasonable efforts:

- (a) to obtain all necessary waivers, consents and approvals required to be obtained by it from other parties to loan agreements, leases and other contracts, as applicable;
- (b) to obtain all necessary consents, approvals and authorizations that are required to be obtained by it under any applicable Laws and the rules and policies of the Exchange; and
- (c) to effect all necessary registrations and filings and submissions of information requested by governmental authorities required to be effected by it in connection with the Amalgamation,

and each of ACME, AcquisitionCo and RDT will use its reasonable commercial efforts to cooperate with the other in connection with the performance by the other of its obligations under this Article 10 including, without limitation, continuing to provide reasonable access to information and to maintain ongoing communications as between officers of RDT and ACME.

ARTICLE 11 - CONDITIONS PRECEDENT

11.1 Mutual Conditions Precedent

The respective obligations of the Parties hereto to consummate the transactions contemplated hereby, and in particular the Amalgamation, are subject to the satisfaction, on or before the Effective Date or such other time specified, of the following conditions, any of which may be waived by the mutual consent of such parties without prejudice to their right to rely on any other of such conditions:

- (a) the Articles of Amalgamation filed with the Registrar shall be in form and substance satisfactory to each of RDT and ACME, acting reasonably;
- (b) the Effective Date shall be on or prior to the Outside Date;
- (c) all required regulatory, governmental and third party approvals, waivers and consents in respect of the completion of the Amalgamation shall have been obtained on terms and conditions satisfactory to RDT and ACME, each acting reasonably, including, without limitation, all applicable statutory and regulatory waiting periods shall have expired or have

been terminated and no unresolved material objection or opposition shall have been filed, initiated or made during any applicable statutory regulatory period, including, without limitation, Exchange approval for the transactions contemplated by this Agreement and the listing of the ACME Shares issuable pursuant to the Amalgamation on the Exchange, each in form and substance satisfactory to ACME and RDT, acting reasonably;

- (d) no material action or proceeding shall be pending or threatened by any Person, company, firm, Governmental Entity, regulatory body or agency and there shall be no action taken under any existing applicable Law or regulation, nor any statute, rule, regulation or order which is enacted, enforced, promulgated or issued by any court, department, commission, board, regulatory body, government or Governmental Entity or similar agency, domestic or foreign, that:
 - (i) makes illegal or otherwise directly or indirectly restrains, enjoins or prohibits the Amalgamation or any other transactions contemplated herein; or
 - (ii) results in a judgment or assessment of material damages directly or indirectly relating to the transactions contemplated herein; and

The foregoing conditions are for the mutual benefit of RDT on the one hand and ACME on the other hand and may be asserted by RDT and by ACME regardless of the circumstances and may be waived by RDT and ACME in their sole discretion, in whole or in part, at any time and from time to time without prejudice to any other rights which RDT or ACME may have. If any of such conditions shall not be complied with or waived as aforesaid on or before the Outside Date or, if earlier, the date required for the performance thereof, then, subject to Section 11.4, a Party hereto may rescind and terminate this Agreement by written notice to the other of them in circumstances where the failure to satisfy any such condition is not the result, directly or indirectly, of a material breach of this Agreement by such rescinding Party hereto.

11.2 Conditions to Obligations of RDT

The obligation of RDT to consummate the transactions contemplated hereby, and in particular the Amalgamation, is subject to the satisfaction, on or before the Effective Date or such other time specified, of the following conditions:

- (a) each of the covenants, acts and undertakings of ACME to be performed on or before the Effective Date pursuant to the terms of this Agreement shall have been duly performed by ACME in all material respects;
- (b) ACME shall have furnished RDT with:
 - (i) certified copies of the resolutions duly passed by the ACME Board and the board of directors of AcquisitionCo approving this Agreement and the consummation of the transactions contemplated hereby and directing the submission of the Amalgamation for approval at the ACME Meeting and recommending that ACME Shareholders vote in favour of the Amalgamation; and

- (ii) if applicable, certified copies of the ACME Amalgamation Resolution, duly passed at the ACME Meeting, approving the Amalgamation;
- (c) except as affected by the transactions contemplated by or permitted by this Agreement, the representations and warranties made by ACME in this Agreement shall be true and correct in all material respects as at the Effective Date with the same effect as though such representations and warranties had been made at and as of such time (except to the extent such representations and warranties speak as of an earlier date, in which event such representations and warranties shall be true and correct as of such earlier date) and ACME shall have complied in all material respects with its covenants in this Agreement and RDT shall have received a certificate to that effect dated the Effective Date from the President and Chief Executive Officer of ACME and another senior officer thereof acceptable to RDT, acting reasonably, acting solely on behalf of ACME and not in their personal capacity, to the best of their information and belief having made reasonable inquiry and RDT shall have no knowledge to the contrary;
- (d) the ACME Board shall not have withdrawn, modified or changed any of its recommendations, approvals, resolutions or determinations in respect of the Amalgamation in a manner materially adverse to RDT or the completion of the Amalgamation;
- (e) each of the officers of ACME shall have provided their resignations in favour of ACME, conditional on closing of the Amalgamation and effective on the Effective Date, each in form and substance and on such terms as are satisfactory to RDT, acting reasonably, and each of such officers of ACME shall have provided mutual releases prior to the Effective Time;
- (f) each of the directors of ACME (other than Brian Howlett) shall have provided their resignations, in a manner that allows for the orderly replacement of directors on the Effective Date, in favour of ACME, conditional on closing of the Amalgamation and effective on the Effective Date, each in form and substance and on such terms as are satisfactory to RDT, acting reasonably, and each of such directors of ACME (other than Brian Howlett) shall have provided the releases prior to the Effective Time;
- (g) there shall not have occurred any Material Adverse Change in respect of ACME;
- (h) immediately prior to the Effective Time, RDT shall be satisfied there shall not be more than 5,266,190 ACME Shares duly issued and outstanding and shall be satisfied that upon completion of the Amalgamation no Person shall have any agreement, option or any right or privilege (whether by law, pre-emptive, by contract or otherwise) capable of becoming an agreement or option for the purchase, subscription, allotment or issuance of any issued or unissued, ACME Shares; and
- (i) the directors of ACME and AcquisitionCo shall have adopted all necessary resolutions and all other necessary corporate action shall have been taken by ACME and AcquisitionCo to permit the consummation of the Amalgamation.

The conditions in this Section 11.2 are for the exclusive benefit of RDT and may be asserted by RDT regardless of the circumstances or may be waived by RDT in its sole discretion, in whole or in part, at any time and from time to time without prejudice to any other rights which RDT may have. If any of such conditions shall not be complied with or waived by RDT on or before the Outside Date or the date required for the performance thereof, if earlier, then subject to Section 11.4, RDT may rescind and terminate this Agreement by written notice to ACME and AcquisitionCo in circumstances where the failure to satisfy any such condition is not the result, directly or indirectly, of a material breach of this Agreement by RDT.

11.3 Conditions to Obligations of ACME and AcquisitionCo

The obligation of ACME to consummate the transactions contemplated hereby, and in particular the issue of ACME Shares is subject to the satisfaction, on or before the Effective Date or such other time specified, of the following conditions:

- (a) each of the acts, covenants and undertakings of RDT to be performed on or before the Effective Date pursuant to the terms of this Agreement shall have been duly performed by RDT in all material respects;
- (b) RDT shall have furnished ACME with:
 - (i) certified copies of the resolutions duly passed by the RDT Board approving this Agreement and the consummation of the transactions contemplated hereby and directing the submission of the Amalgamation for approval at the RDT Meeting and recommending that RDT Shareholders vote in favour of the Amalgamation; and
 - (ii) certified copies of the RDT Amalgamation Resolution, duly passed at the RDT Meeting, approving the Amalgamation;
- (c) except as affected by the transactions contemplated by or permitted by this Agreement, the representations and warranties made by RDT in this Agreement shall be true and correct in all material respects as at the Effective Date with the same effect as though such representations and warranties had been made at and as of such time (except to the extent such representations and warranties speak as of an earlier date, in which event such representations and warranties shall be true and correct as of such earlier date) and RDT shall have complied in all material respects with its covenants in this Agreement and ACME shall have received a certificate to that effect dated the Effective Date of the President of RDT, acting solely on behalf of RDT and not in his personal capacity, to the best of his information and belief having made reasonable inquiry and ACME shall have no knowledge to the contrary;
- (d) the RDT Board shall not have withdrawn, modified or changed any of its recommendations, approvals, resolutions or determinations in respect of the Amalgamation

in a manner materially adverse to ACME or the completion of the Amalgamation, other than in respect of a Superior Proposal pursuant to the terms hereof;

- (e) holders of not greater than 5% of the outstanding RDT Shares shall have exercised RDT Dissent Rights in respect of the Amalgamation that have not been withdrawn as at the Effective Date;
- (f) immediately prior to the Effective Time, ACME shall be satisfied there shall not be more than 57,641,200 RDT Shares duly issued and outstanding (excluding shares issued pursuant to the Corporate Finance Services Agreement and the 840,000 RDT Shares issued upon the exercise of the RDT Warrants) and shall be satisfied that upon completion of the Amalgamation and no other Person shall have any agreement, option or any right or privilege (whether by law, pre-emptive, by contract or otherwise) capable of becoming an agreement or option for the purchase, subscription, allotment or issuance of any issued or unissued, RDT Shares except for the RDT Warrants;
- (g) the directors of RDT shall have adopted all necessary resolutions and all other necessary corporate action shall have been taken by RDT to permit the consummation of the Amalgamation; and
- (h) all ACME Shares issued in exchange for RDT Shares as set forth in section 2.4 (exclusive of the 840,000 RDT Shares issued pursuant to the exercise of the RDT Warrants and shares issued pursuant to the Corporate Finance Services Agreement and the 4,560,000 shares issued by RDT pursuant to the Private Placement) will be subject to the following escrow provisions:
 - (a) 5% of such shares will be released on the Escrow Commencement Date;
 - (b) a further 5% of such shares will be released from escrow after 6 months from the Escrow Commencement Date;
 - (c) a further 5% of such shares will be released from escrow upon the date which is 12 months from the Escrow Commencement Date;
 - (d) a further 5% of such shares will be released from escrow upon the date which is 18 months from the Escrow Commencement Date;
 - (e) a further 15% of such shares will be released from escrow upon the date which is 24 months from the Escrow Commencement Date;
 - (f) a further 15% of such shares will be released from escrow upon the date which is 30 months from the Escrow Commencement Date;
 - (g) a further 50% of such shares will be released from escrow upon the date which is 36 months from the Escrow Commencement Date.

The conditions described in this Section 11.3 are for the exclusive benefit of ACME and may be asserted by ACME regardless of the circumstances or may be waived by ACME in its sole discretion, in whole or in part, at any time and from time to time without prejudice to any other rights which ACME may have.

11.4 Notice and Effect of Failure to Comply with Conditions

- (a) Each of RDT and ACME shall give prompt notice to the other of the occurrence, or failure to occur, at any time from the Agreement Date to the Effective Date of any event or state of facts which occurrence or failure would, or would be likely to, (i) cause any of the representations or warranties of any Party contained herein to be untrue or inaccurate in any material respect, or (ii) result in the failure to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by any Party hereunder provided, however, that no such notification will affect the representations or warranties of the Parties or the conditions to the obligations of the Parties hereunder.
- (b) If any of the conditions precedents set forth in Sections 11.1, 11.2 or 11.3 shall not be complied with or waived by the Party or parties for whose benefit such conditions are provided on or before the date required for the performance thereof, then a Party for whose benefit the condition precedent is provided may, in addition to any other remedies they may have at law or equity, rescind and terminate this Agreement (as further provided for herein) provided that prior to the filing of the Articles of Amalgamation for the purpose of giving effect to the Amalgamation, the Party intending to rely thereon has delivered a written notice to the other Party, specifying in reasonable detail all breaches of covenants, representations and warranties or other matters which the Party delivering such notice is asserting as the basis for the non-fulfillment of the applicable conditions precedent and the Party in breach shall have failed to cure such breach within three (3) Business Days of receipt of such written notice thereof (except that no cure period shall be provided for a breach which by its nature cannot be cured). More than one such notice may be delivered by a Party.

11.5 Satisfaction of Conditions

The conditions set out in this Article 11 are conclusively deemed to have been satisfied, waived or released when, with the agreement of the Parties, Articles of Amalgamation are filed under the Act to give effect to the Amalgamation.

ARTICLE 12 - AMENDMENT AND TERMINATION OF AGREEMENT WAIVER

12.1 Amendment

This Agreement may at any time and from time to time be amended by written agreement of the Parties hereto without, subject to applicable Law, further notice to or authorization on the part of their respective security holders and any such amendment may, without limitation:

- (a) change the time for performance of any of the obligations or acts of the Parties hereto;

- (b) waive any inaccuracies or modify any representation or warranty contained herein or in any document delivered pursuant hereto;
 - (c) waive compliance with or modify any of the covenants herein contained and waive or modify performance of any of the obligations of the Parties hereto; or
 - (d) waive compliance with or modify any other conditions precedent contained herein,
- provided that no such amendment decreases the consideration to be received by RDT Shareholders pursuant to the Amalgamation without approval by the RDT Shareholders given in the same manner as required for the approval of the Amalgamation.

12.2 Termination

- (a) This Agreement may, prior to the filing of the Articles of Amalgamation, be terminated by mutual written agreement of the Parties without further action on the part of either the ACME Shareholders or RDT Shareholders;
- (b) Notwithstanding any other rights contained herein, ACME may terminate this Agreement upon written notice to RDT if:
 - (i) the Amalgamation has not become effective on or before the Outside Date;
 - (ii) RDT shall be in breach of any of its covenants, agreements or representations and warranties contained herein that would have a Material Adverse Effect on RDT or on the ability of RDT and ACME to consummate the transactions contemplated hereby and RDT fails to cure such breach within three (3) Business Days after receipt of written notice thereof from ACME (except that no cure period shall be provided for a breach which by its nature cannot be cured); or
 - (iii) upon a right of termination of this Agreement by ACME arising pursuant to Section 11.1 or 11.3.
- (c) Notwithstanding any other rights contained herein, RDT may terminate this Agreement upon written notice to ACME if:
 - (i) the Amalgamation has not become effective on or before the Outside Date;
 - (ii) ACME shall be in breach of any of its covenants, agreements or representations and warranties contained herein that would have a Material Adverse Effect on ACME or on the ability of ACME and RDT to consummate the transactions contemplated hereby and ACME fails to cure such breach within three (3) Business Days after receipt of written notice thereof from RDT (except that no cure period shall be provided for a breach which by its nature cannot be cured); or

- (iii) upon a right of termination of this Agreement by RDT arising pursuant to Sections 11.1 and 11.2.
- (d) If this Agreement is terminated pursuant to any provision of this Agreement, the Parties shall return all materials and copies of all materials delivered to RDT or ACME, as the case may be, or their agents. Except for the obligations set forth in Sections 8.8, 9.7 and 12.2 (provided in the case of Sections 8.8 and 9.7, the right of payment (in the case of Subsections 8.7(d) and 9.7(d), being the public announcement or making of such Take-Over Proposal) arose prior to the termination of this Agreement) which shall survive any termination of this Agreement and continue in full force and effect, no Party shall have any further obligations to any other Party hereunder with respect to this Agreement.

ARTICLE 13 - CLOSING

13.1 Effective Date

The Effective Date shall be the date mutually selected by the Parties, which in any event shall not be later than the Outside Date, and on such date the Effective Date shall occur in accordance with Section 13.2 and 13.3.

13.2 Effect of Closing

On the Effective Date, as promptly as practicable after the satisfaction or, to the extent permitted hereunder, the waiver of the conditions set forth in Article 7, the Parties shall cause the Amalgamation to be consummated by the filing of the Articles of Amalgamation and any other necessary documents prepared in accordance with the provisions of this Agreement and the BCBCA with the Registrar in accordance with the BCBCA, and at the Effective Time on the Effective Date, the Amalgamation shall occur.

13.3 Place of Closing

Subject to the termination of this Agreement as provided in Article 10, the closing of the transactions contemplated by this Agreement as detailed in Section 13.2 (the "Closing") will take place at the offices of RDT, 1121 Walkers Line, Unit 3, Burlington, ON L7N 2G4, on the Effective Date.

13.4 Other Closing Matters

In addition to the other matters required to be delivered under the terms and conditions of this Agreement, each of ACME, AcquisitionCo and RDT shall deliver, at the Closing, such customary certificates, resolutions and other closing documents as may be required by the other Party hereto, acting reasonably.

ARTICLE 14 - GENERAL PROVISIONS

14.1 Notices

All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed to have been duly given or made as of the date delivered if delivered personally and as of the date received if sent by telecopier, email, mail or courier to the Parties at the following addresses (or at such other addresses as shall be specified by the Parties by like notice):

- (a) if to ACME or AcquisitionCo:

ACME RESOURCES CORP.
20 Adelaide Street East, Suite 200
Toronto, Ontario M5C 2T6
Attention: John Siriunas, President and Chief Executive Officer
Fax No.: 416-361-1333
Email: johns@51-7corp.com

- (b) if to RDT:

RAPID DOSE THERAPEUTICS INC.
1100 Walkers Line, Suite 401
Burlington, ON L7N 2G3
Attention: Mark Upsdell, President and Chief Executive Officer
Email: mupsdell@rapid-dose.com

14.2 Time of Essence

Time shall be of the essence in this Agreement.

14.3 Entire Agreement

This Agreement constitutes the entire agreement between the Parties and cancels and supersedes all prior agreements and understandings between the Parties with respect to the subject matter hereof including the letter of intent dated December 13, 2017, as amended by the letter of intent dated February 15, 2018, signed on February 21, 2018 and the Original Agreement dated April 6, 2018 and the Amending Agreement dated May 15, 2018 and this Agreement.

14.4 Assignment

Except as expressly permitted by the terms hereof, neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by either of the Parties without the prior written consent of the other Party.

14.5 Expenses

The Parties agree that all out of pocket third party transaction expenses of the Amalgamation, including legal fees, regulatory filing fees, all fees and disbursements by advisors, printing and mailing costs, and all other costs and expenses relating to the Amalgamation shall be paid by the Party incurring such expenses.

14.6 Binding Effect

This Agreement shall be binding upon and shall enure to the benefit of the Parties hereto and their respective successors and permitted assigns.

14.7 Further Assurances

Each Party hereto shall, from time to time, and at all times hereafter, at the request of the other Party hereto, but without further consideration, do all such further acts and execute and deliver all such further documents and instruments as shall be reasonably required in order to fully perform and carry out the terms and intent hereof.

14.8 Severability

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties hereto shall 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 transactions contemplated hereby are fulfilled to the extent possible.

14.7 Counterpart Execution

This Agreement may be executed in any number of counterparts by original, telefacsimile or electronic signature, each of which will be an original as regards any party whose signature appears thereon and all of which together will constitute one and the same instrument. This Agreement will become binding when one or more counterparts hereof, individually or taken together, bears the signatures of all the parties reflected hereon as signatories.

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