

**AMALGAMATION AGREEMENT**

**AMONG:**

**RAPID DOSE THERAPEUTICS CORP.**

**AND**

**2814882 ONTARIO INC.**

**AND**

**2544737 ONTARIO LIMITED**  
**(carrying on business as Consolidated Craft Brands)**

**Dated as of March 7, 2021**

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## AMALGAMATION AGREEMENT

**THIS AMALGAMATION AGREEMENT** is made and entered into as of the 7<sup>th</sup> day of March, 2021,

A M O N G:

**RAPID DOSE THERAPEUTICS CORP.,**

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

and

**2544737 ONTARIO LIMITED,**

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

and

**2814882 ONTARIO INC.,**

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

### WHEREAS

- A. RDT is a 'reporting issuer' (as defined in applicable securities legislation) in Ontario, Alberta and British Columbia whose common shares are listed for trading on the Canadian Securities Exchange;
- B. CCB is a private company which has established and is developing a business of product packaging and brand development and currently has approximately:
  - (i) \$3,000,000 of Cash, Cash Equivalents and RDT Loans (as herein defined) and
  - (ii) various other assets with a value of approximately \$2,000,000for an aggregate value of approximately \$5,000,000;
- C. RDT and CCB recognize that CCB's business is complementary to RDT's business and, in certain ways, is an extension of RDT's current business activities;
- D. RDT recognizes that the acquisition of CCB's business will accelerate RDT's access into certain areas of its business activities and provide funds for those pursuits as well as funds for pursuit of RDT's other business activities;

- E. CCB was not formed to raise funds from investors for the purpose of investing in RDT;
- F. Upon the terms and subject to the conditions set out in this Agreement, the Parties hereto agree to effect a business combination transaction whereby, CCB 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 RDT and has not carried on active business and RDT desires that AcquisitionCo amalgamate with CCB in accordance with the terms and conditions hereof;
- H. the RDT Board (as herein defined) has unanimously: (i) determined that the Amalgamation (as herein defined) is in the best interests of RDT and the RDT Shareholders (as herein defined); and (ii) approved this Agreement and the transactions contemplated thereby;
- I. the CCB Board (as herein defined) has unanimously: (i) determined that the Amalgamation is in the best interests of CCB and the CCB Shareholders (as herein defined); (ii) approved this Agreement and the transactions contemplated thereby; and (iii) determined to recommend that the CCB Shareholders vote in favour of the Amalgamation in the event that the approval of the CCB 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, in addition to capitalized terms which are defined within the text of this Agreement, the following terms shall have the following meanings, respectively, unless there is something in the subject matter or context inconsistent therewith:

**"Aggregate Number of CCB Shares Issued"** means the aggregate number of common shares in the capital of CCB issued and outstanding as of the Effective Date;

**"Aggregate Number of RDT Shares to be Issued"** means 20,000,000 RDT Shares;

**"Aggregate Number of RDT Warrants to be Issued"** means 20,000,000 RDT Warrants;

**"AcquisitionCo"** means 2814882 ONTARIO INC.;

**"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 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 CCB;

**"Amalgamation"** means the amalgamation of AcquisitionCo and CCB contemplated by this Agreement;

**"Articles of Amalgamation"** means the articles of Amalco;

**"Assessment"** has the meaning ascribed thereto in Subsection 7.1(k);

**"Business Day"** means any day other than a Saturday, a Sunday or a statutory or civic holiday in the Province of Ontario, Canada;

**"Cash"**, in respect of CCB on a day, means funds in the lawful currency of Canada on deposit in a chequing account or daily interest saving account in a Canadian bank, trust or credit union;

**"Cash Equivalents"**, in respect of CCB on a day, means:

- 1) accounts receivable,
- 2) notes receivable,

- 3) loans receivable, excluding the RDT Loans,
- 4) interest receivable,
- 5) HST/GST or tax receivable

“**CCB**” means **2544737 ONTARIO LIMITED**;

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

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

“**CCB Dissent Rights**” means the rights of dissent in respect of the CCB Shareholders provided pursuant to section 185 of the OBCA;

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

“**CCB Financial Statements**” means the financial statements of CCB for the period ended October 31, 2020 together with the notes thereto;

“**CCB Governing Documents**” means the articles and by-laws of CCB;

“**CCB Pro Forma Financial Statements**” means the *pro forma* balance sheet of CCB as at January 1, 2021 and a list of liabilities payable as at January 1, 2021, which shall include *pro forma* issuances of shares of CCB to increase the number of CCB Shares issued and outstanding to 14,700,000 CCB Shares;

“**CCB Representative**” means Thomas Bryson, currently the Chief Executive Officer of CCB;

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

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

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

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

“**Continuous Disclosure Record**” means RDT Financial Statements, management discussion and analysis, news release, material change reports and other continuous disclosure materials filed by RDT on SEDAR;

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



**“Debt”** means the sum of all of the principal indebtedness and accrued liabilities of CCB owing to any Person, including any accrued and unpaid interest thereon;

**“December Warrants”** has the meaning ascribed thereto in Section 5.4 hereof;

**“Deficiency”** has the meaning ascribed thereto in Subsection 3.2(a)(i) hereof;

**“Depository”** means Capital Transfer Agency Inc., or such other depository as may be designated by RDT for the purpose of (i) receiving the deposit of certificates representing CCB Shares to be exchanged for RDT Shares and RDT Warrants pursuant to the terms of the Amalgamation and (ii) holding and releasing such RDT Shares and RDT Warrants in accordance with the terms of the Escrow Agreement;

**“Dispute”** shall have the meaning ascribed thereto in Section 3.2 hereof, as the case may be;

**“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 CCB to pay any amount to its officers, directors, employees and consultants; 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 CCB to its officers, employees and consultants for (a) severance or termination payments on or in connection with a termination of employment, termination of consulting services or consulting agreements 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 Agreement”** means the escrow agreement to be entered into among the Depository, RDT and the CCB Shareholders as contemplated by Sections 3.2 and 11.3(p) hereof;

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

**“Finder Warrants”** has the meaning ascribed thereto in Section 5.4 hereof;

**“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;

**“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;

**“Letter of Intent”** means the letter of intent between RDT and CCB dated January 7, 2021;

**“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 CCB or RDT, as the case may be, which is, or could reasonably be expected to be, materially adverse to the business or value of CCB or RDT, as the case may be.

**“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 CCB or RDT, as the case may be, 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 CCB or RDT, 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 CCB or RDT, 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 CCB or RDT, 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 CCB Shares or RDT 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 March 31, 2021, or such other dates as the Parties may agree in writing;

**“Parties”** means RDT, AcquisitionCo and CCB, 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;

**“RDT”** means RAPID DOSE THERAPEUTICS CORP.;

**“RDT Balance Sheet”** has the meaning ascribed thereto in Section 5.6 hereof;

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

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

**“RDT Financial Statements”** means the audited financial statements of RDT for the year ended February 29, 2020 and the unaudited interim financial statements of RDT for the period ended November 30, 2020, in each case, together with the notes thereto and, in the case of the audited financial statements, the auditors’ report thereon;

**“RDT Governing Documents”** means the articles and by-laws of RDT;

**“RDT Loans”** means loans made by CCB to RDT aggregating \$600,000 of principal together with accrued unpaid interest;

**“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 Warrant”** means a share purchase warrant entitling the holder thereof to purchase one RDT Share exercisable at a price of \$0.375 at any time within two (2) years after the date of issuance thereof;

**“Reduction”** shall have the meaning ascribed thereto in Section 3.2 hereof, as the case may be;

**“Representatives”** means, in respect of either CCB or RDT, 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;

“**SEDAR**” means the official site providing access to most public securities documents and information filed by issuers with the thirteen provincial and territorial securities regulatory authorities in Canada;

“**Share Exchange Ratio**” means the Aggregate Number of RDT Shares to be Issued divided by the Aggregate Number of CCB Shares Issued;

“**Stock Options**” has the meaning ascribed thereto in Section 5.4 hereof;

“**subsidiary**” means a subsidiary as defined in the OBCA;

“**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 RDT or CCB, as the case may be, is required to pay, withhold or collect;

“**Unaccounted-for Liability**” has the meaning ascribed thereto in Subsection 3.2(a)(ii) hereof;

“**Unit**” means a unit comprised of one (1) RDT Share and one (1) RDT Warrant;

“**Warrant Shares**” means the Common Shares of RDT issuable on the exercise of Warrants; and

“**Warrant Exchange Ratio**” means the Aggregate Number of RDT Warrants to be Issued divided by the Aggregate Number of CCB Shares Issued.

## **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 Schedules**

Each of the following schedules annexed hereto is incorporated herein by reference and forms an integral part hereof:

Schedule A Material Contracts

Schedule B Licenses and Permits

Schedule C Master Business Licences, Patents and Other Intellectual Property

### **1.5 Interpretation**

The division of this Agreement into Articles, Sections, Subsections, paragraphs and clauses 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.

### **1.6 Article References**

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

### **1.7 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.

### **1.8 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.

### **1.9 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 delivery 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.

#### **1.10 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.

#### **1.11 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.

### **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 CCB**

- (a) CCB covenants in favour of RDT that CCB shall lawfully convene and hold a meeting of the CCB Shareholders ("CCB Meeting") or obtain a resolution in writing signed by all CCB Shareholders for the purpose of approving the CCB Amalgamation Resolution as soon as reasonably practicable and in any event, on or before March 26, 2021.
- (b) Subject to the satisfaction or waiver of the conditions to completion of the Amalgamation as set forth in this Agreement, CCB agrees that it shall, with the co-operation and participation

of RDT, use its best efforts to make such arrangements as may be necessary or desirable to permit: (i) filing of the Articles of Amalgamation to be made effective at 12:01 (a.m.) Toronto time on or before the Outside Date, and (ii) obtaining of the Certificate of Amalgamation.

- (c) In the event that there is a failure to obtain, or if RDT 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 CCB shall, upon the request of RDT, use its reasonable commercial efforts to assist RDT 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 RDT**

- (a) Subject to 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 CCB, use its best efforts to make such arrangements as may be necessary or desirable to permit: (i) filing of the Articles of Amalgamation to be made effective at 12:01 (a.m.) Toronto time on or before the Outside Date, and (ii) obtaining of the Certificate of Amalgamation.
- (b) RDT agrees that, on the Effective Date and subject to the satisfaction or waiver of the conditions herein contained in favour of RDT, RDT shall provide to the Depositary the number of RDT Shares and RDT Warrants issuable pursuant to the Amalgamation or a treasury order or other applicable instructions to the Depositary in respect thereof so as to (i) permit the Depositary to make the exchange of CCB Shares for the applicable number of RDT Shares and RDT Warrants to CCB Shareholders as contemplated herein and (ii) receive and hold such RDT Shares and RDT Warrants in accordance with the Escrow Agreement.

### **2.4 Implementation**

- (a) Amalgamation. On and subject to the conditions contained in this Agreement, AcquisitionCo and CCB agree to amalgamate pursuant to the provisions of section 178 of the OBCA 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 "Consolidated Craft Brands Inc." or other name acceptable to RDT and permissible to the Director under the OBCA for issuance of a Certificate of Amalgamation to Amalco under such name pursuant to the OBCA.

- (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 three (3).
- (f) First Directors. The number of first directors of Amalco shall be three (3). 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
Ron Brooks	1121 Walkers Line, Unit 3, Burlington, ON L7N 2G4
Thomas Bryson	1 Moore Blvd., Brantford, ON N3T 0E2

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 have (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 CCB and their continuance as one corporation shall become effective; the property of each of AcquisitionCo and CCB shall continue to be the property of Amalco; Amalco shall continue to be liable for the obligations of each of CCB 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 CCB 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 CCB 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. If Amalco is required to appoint auditors, the first auditors of Amalco shall be the auditors of RDT, to hold office 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 AcquisitionCo, 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 Sections 3.2 and 11.3(p) hereof, each CCB Shareholder shall receive the Share Exchange Ratio and the Warrant Exchange Ratio for each one (1) CCB Share held (the aggregate number of RDT Shares and the aggregate number of RDT Warrants being issued to each CCB Shareholder being rounded up or down to the nearest whole number of RDT Shares and RDT Warrants, respectively), following which all such CCB Shares shall be cancelled (and all such RDT Shares and RDT Warrants to be issued shall be delivered to the Depository to be held in escrow by such Depository pursuant to the Escrow Agreement and released to the CCB Shareholders in accordance with Subsection 11.3(p) hereof or returned to RDT for cancellation in accordance with Sections 3.2 hereof, as the case may be);
- (ii) RDT shall receive one (1) fully paid and non-assessable Amalco Share for each one (1) AcquisitionCo Share held by RDT and one (1) fully paid and non-assessable Amalco Share for each CCB Share exchanged pursuant to Subsection 2.4(k)(i) hereof;
- (iii) RDT shall add an amount to the paid-up capital maintained in respect of the RDT Shares equal to the maximum aggregate paid-up capital permissible for income tax purposes in respect of the CCB Shares exchanged for such RDT Shares; and
- (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 CCB Shares immediately prior to the Amalgamation.

(l) Share Certificates, etc. On completion of the Amalgamation at the Effective Time:

- (i) the registered CCB Shareholders shall cease to be CCB Shareholders and shall be deemed to be RDT Shareholders holding that number of RDT Shares and RDT Warrants to which they are entitled hereunder, calculated in accordance with the provisions hereof, and the share certificates representing such CCB Shares shall automatically be cancelled and the former registered holders of such CCB Shares shall be entitled to receive, subject to reductions in accordance with Section 3.2, and timed releases in accordance with the escrow restrictions set forth in Subsection 11.3(m) hereof, certificates representing the number of RDT Shares and RDT Warrants to which they are so entitled;
- (ii) RDT, 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 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.

## **2.5 CCB Board Recommendation**

- (a) CCB represents and warrants that the CCB Board has unanimously determined that:
- (i) the Amalgamation is in the best interests of CCB and the CCB Shareholders;
  - (ii) the consideration to be received by CCB Shareholders under the Amalgamation is fair; and
  - (iii) the CCB Board unanimously recommends that CCB Shareholders approve the CCB Amalgamation Resolution.

## **2.6 CCB Dissenting Shareholders**

Each of RDT, CCB and AcquisitionCo acknowledges that each CCB Shareholder has the right to and may exercise CCB Dissent Rights in connection with the Amalgamation pursuant to and in the manner set forth in Section 185 of the OBCA. CCB shall give RDT (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 OBCA and received by CCB, and (ii) the opportunity to participate in all negotiations and proceedings with respect to such dissent rights. Without the prior written consent of RDT, except as required by applicable Law, CCB shall not make any payment with respect to any such dissent rights or offer to settle or settle any such dissent rights. CCB further acknowledges that, pursuant to Section 11.3(e) hereof, it is a condition of this Agreement that no CCB Shareholders shall exercise CCB Dissent Rights and, in the event that any CCB Shareholders exercise any such CCB Dissent Rights and do not rescind the exercise of such CCB Dissent Rights, RDT shall have the right to terminate this Agreement.

# **ARTICLE 3 - VALUATION OF CCB**

## **3.1 Valuation of CCB**

CCB represents and warrants that it has, and on Closing will have, no Debt and no liabilities, other than expenses incurred in connection with the Amalgamation not to exceed \$50,000, or in an amount otherwise as agreed upon by the Parties, plus applicable sales taxes, and accounts payable and accrued liabilities incurred in the ordinary course of business, and its assets are, and on Closing will be, comprised principally of Cash, Cash Equivalents, RDT Loans, equipment, inventory licences, permits material contracts, product formulations, process documentation and related processing intellectual property, trademarks, patent applications and goodwill and RDT acknowledges having had an opportunity to conduct an inspection of such assets and to undertake such valuations as it considered necessary or advisable for the purposes hereof (subject to clarification and confirmation of value from a valuator retained by RDT and experienced in valuing such licenses and permits).

### 3.2 Determination of Securities to be Issued to CCB Shareholders

RDT and CCB acknowledge and agree that the securities to be issued by RDT to the CCB Shareholders on completion of the Amalgamation shall be 20,000,000 RDT Shares and 20,000,000 RDT Warrants for an aggregate value of \$5,000,000 (calculated at a rate of \$0.25 for a unit comprised of one RDT Share and one RDT Warrant) provided that:

(a) in the event and to the extent that as at the Effective Time:

(i) the aggregate amount of:

(A) CCB's Cash delivered to RDT or retained in the CCB bank accounts

plus

(B) CCB's Cash Equivalents

plus

(C) RDT Loans

is less than \$3,000,000 (such shortfall being the "**Deficiency**") or

(ii) CCB has any Debt, accounts payable or accrued liabilities other than those permissible under Section 6.17 hereof (the aggregate of any Debt, accounts payable or accrued liabilities in excess of or in addition to those permissible under Section 6.17 hereof, or in an amount otherwise as agreed upon by the parties, being referred to herein as the "**Unaccounted-for Liabilities**"),

the number of Units to be delivered to the CCB Shareholders by the Depositary shall, subject to Subsections 3.2(b), (c), (d) and (e) hereof, be reduced by a number equal to the amount of such Deficiency and Unaccounted-for Liabilities divided by \$0.25 (a "**Reduction**") and any such Reduction in the number of Units shall be deducted from the escrow release(s) of Units described in Subsection 11.3(m) hereof in reverse chronological order (namely, such Reduction shall first be taken from the Units scheduled for release pursuant to Subsection 11.3(m)(viii) then, if there are insufficient Units described in Subsection 11.3(m)(viii), additional Reductions shall be taken from the Units scheduled for release pursuant to Subsection 11.3(m)(vii), provided, however, that the maximum Reduction in the number of Units to be released to the CCB Shareholders by the Depositary shall not exceed 6,000,000 Units, representing thirty percent (30%) of the total number of Units to be issued to CCB Shareholders in exchange for their CCB Shares.

(b) In the event that at any time and from time to time RDT identifies what RDT believes to be a Deficiency or Unaccounted-for Liability, RDT shall have the right to dispute (each a "**Dispute**") the number of Units deliverable to the CCB Shareholders pursuant to this Section 3.2 by delivering a notice of such Dispute to the CCB Representative and to the Depositary, in which event the number of Units deliverable to CCB Shareholders equal to the Reduction resulting from such Dispute shall be withheld from escrow releases by the

Depository until such Dispute is finally determined in accordance with Subsections 3.2(b), (c), (d) and (e) hereof. In the event that RDT gives notice of more than one Dispute pursuant to this Section 3.2, the aggregate amount of the Reductions derived from all such Disputes shall be withheld from escrow releases by the Depository and, as each such Dispute is resolved in accordance with Subsections 3.2(b), (c), (d) and (e) hereof, the number of Units resulting from the applicable Reduction as so determined shall be delivered to RDT for cancellation and any Units which were withheld as a result of such Dispute but do not comprise part of the Reduction shall be made available for delivery to the CCB Shareholders in accordance with Subsections 3.2(a) and 11.3(p) hereof.

- (c) In the event of a Dispute in respect of a Deficiency or Unaccounted-for Liability, the CCB Representative shall have the right, during a period of sixty (60) days following such Dispute, to remedy or reduce the amount of such Deficiency or Unaccounted-for Liability in whole or in part to the satisfaction of RDT, which resolution shall be evidenced by agreement between RDT and the CCB Representative.
- (d) Any Reduction resulting from any agreement resolving a Dispute shall be allocated *pro rata* among all CCB Shareholders unless otherwise (i) agreed by RDT and the CCB Representative in accordance with Subsection 3.2(c) or (ii) determined by the arbitrator appointed in accordance with Subsection 3.2(e).
- (e) In the event that RDT and the CCB Representative are unable, within the 60-day period provided for in Subsection 3.2(c) above, to agree upon:
  - (i) the resolution of the whole of a Deficiency or Unaccounted-for Liability which is the subject of a Dispute or
  - (ii) the allocation of any resulting Reduction among CCB Shareholders,

the unresolved amount of such Deficiency or Unaccounted-for Liability and/or the allocation of any resulting Reduction among CCB Shareholders, as the case may be, shall be determined by the auditors of RDT acting as an arbitrator in accordance with Section 12.3 hereof; provided that, if the auditors of RDT refuse to accept an appointment as arbitrator in respect of any such unresolved amount or allocation, the Parties shall proceed to appoint an alternative arbitrator in accordance with the provisions of Section 12.3 hereof for the determination of any unresolved amount of such Deficiency or Unaccounted-for Liability and/or the allocation of any resulting Reduction among CCB Shareholders.

## ARTICLE 4 - PUBLICITY

### 4.1 Publicity

Each of RDT and CCB 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 RDT nor CCB 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.

## **ARTICLE 5 - REPRESENTATIONS AND WARRANTIES OF RDT AND ACQUISITIONCO**

RDT and AcquisitionCo represents and warrants to and in favour of CCB as follows, both as at the Agreement Date and as at the Effective Time, and acknowledges that CCB is relying upon such representations and warranties in connection with the matters contemplated by this Agreement:

### **5.1 Organization and Qualification**

RDT is a corporation duly validly existing under the laws of the Province of Ontario and AcquisitionCo is a corporation validly existing under the laws of the Province of Ontario and each such 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 RDT 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 RDT and AcquisitionCo of the transactions contemplated hereby have been duly authorized by their respective boards of directors. This Agreement has been duly executed and delivered by each of RDT and AcquisitionCo and constitutes a legal, valid and binding obligation of each of RDT and AcquisitionCo enforceable against each of them in accordance with the terms hereof, 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 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.

#### 5.4 Capitalization

- (a) The authorized share capital of RDT consists of an unlimited number of RDT Shares. As of the Agreement Date RDT has, and as at the Effective Time RDT will have, 80,666,805 RDT Shares issued and outstanding and (i) 3,599,370 warrants (the “**December Warrants**”, each exercisable to acquire one RDT Share at an exercise price of \$0.40 per RDT Share until December 16, 2022), (ii) 3,441,000 incentive stock options (the “**Stock Options**”, each exercisable to acquire one RDT Share at an exercise price of \$0.82 per Share until March 11, 2024), (iii) 17,684 common share purchase warrants (the “**Finder Warrants**”, each exercisable to acquire one Share at an exercise price of C\$1.00 per Share until October 9, 2021 and (iv) 200,000 common share purchase warrants issuable on the date of the agreement with Leede Jones Gable Inc., 200,000 three months thereafter and 200,000 nine months thereafter (collectively, the “**Advisor Warrants**”), each such warrant being exercisable at an exercise price equal to the 15-day weighted average price prior to the date of issuance and exercisable for a term of 24 months after the date of issuance) entitling the holders thereof to acquire RDT Shares on terms described in RDT’s continuous disclosure materials filed on SEDAR. Except as set forth above, there are 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.
- (b) The authorized share capital of AcquisitionCo consists of an unlimited number of AcquisitionCo Shares, of which, one (1) AcquisitionCo common share is issued and outstanding and held by RDT. 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 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 November 30, 2020 and, since that date, there have been no facts, transactions, events or occurrences which could have a Material Adverse Effect on RDT.

## **5.6 Financial Statements**

- (a) The RDT Financial Statements fairly present in all material 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 period then ended and reflect all material assets, liabilities and obligations (absolute, accrued, contingent or otherwise) of RDT as at the dates thereof and reflect appropriate and adequate reserves in respect of contingent liabilities, if any, of RDT on a consolidated basis, and there has been no material change in RDT's accounting policies or no Material Adverse Change in the financial condition of RDT since November 30, 2020.
- (b) Neither RDT nor any of its subsidiaries has any material liabilities of any nature (matured or unmatured, fixed or contingent), other than:
  - (i) those set forth or adequately provided for in the most recent balance sheet and associated notes thereto included in the RDT Financial Statements (the "**RDT Balance Sheet**");
  - (ii) those incurred in the ordinary course of business and not required to be set forth in the RDT Balance Sheet under IFRS;
  - (iii) those incurred in the ordinary course of business since the date of the RDT Balance Sheet and consistent with past practice; and
  - (iv) those incurred in connection with the Letter of Intent and this Agreement, including the RDT Loan.

## **5.7 Compliance with Applicable Laws**

Except as has been publicly disclosed, RDT 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, there are 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 or other Person which, if successful, would have a Material Adverse Effect on RDT, and RDT has no knowledge of facts or circumstances which may reasonably give rise to any such action, cost or proceeding.

## **5.9 Securities Matters**

- (a) RDT is a reporting issuer in good standing in the provinces of Ontario, Alberta and Ontario;
- (b) no securities commission or similar regulatory authority has issued any order which is currently outstanding 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 included on a list of defaulting issuers of any Securities Authorities; and
- (c) the RDT Board has reserved and allotted for issuance to CCB Shareholders a sufficient number of RDT Shares as are issuable pursuant to the Amalgamation (including, for greater certainty, a sufficient number of RDT Shares issuable upon exercise of RDT Warrants) and such RDT 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 except as provided for in Section 11.3(p) hereof.

## **5.10 Public Record**

The information and statements filed by or on behalf of RDT with the Securities Authorities in the provinces of Ontario, Alberta and Ontario, 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 RDT which has not been publicly disclosed, and RDT has not filed any confidential material change reports which continue to be confidential.

## **5.11 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 November 30, 2020 in the RDT Financial Statements, 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.

#### **5.12 Information**

- (a) RDT has disclosed to CCB 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 its assets, reserves, liabilities, business and operations provided by RDT or its advisors to CCB 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 withheld or omitted to provide any material data or information necessary to make any data or information provided by RDT to CCB not misleading in any material respect as at the respective dates thereof.

#### **5.13 Financial Advisors**

RDT 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.

#### **5.14 Shareholder Rights Plan**

There is not currently in effect with respect to RDT, and prior to the Effective Date RDT will not implement, a shareholder rights plan or any other form of plan, agreement, contract or instrument that will trigger any rights to acquire RDT Shares or other securities of RDT 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.

#### **5.15 Issuances of Securities**

All offers and sales of securities in the capital of RDT from treasury, have been made in compliance with all applicable Securities Laws in all material respects.

#### **5.16 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 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.

### **5.17 Amalgamation**

The RDT Board has approved the Amalgamation and approved this Agreement.

## **ARTICLE 6 - REPRESENTATIONS AND WARRANTIES OF CCB**

CCB represents and warrants to and in favour of RDT and AcquisitionCo as follows, both as at the Agreement Date and as at the Effective Time, and acknowledges that RDT and AcquisitionCo are relying upon such representations and warranties in connection with the matters contemplated by this Agreement:

### **6.1 Organization and Qualification**

CCB is a corporation validly existing under the laws of the Province of Ontario and has the requisite corporate power and authority to carry on its business as it is now being conducted. CCB 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 CCB.

### **6.2 Authority Relative to this Agreement**

CCB 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 CCB of the transactions contemplated hereby have been duly authorized by the CCB 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 CCB Shareholder approval in respect of the CCB Amalgamation Resolution in accordance with this Agreement. This Agreement has been duly executed and delivered by CCB and constitutes a legal, valid and binding obligation of CCB 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 CCB, 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 CCB under, any of the terms, conditions or provisions of (A) the CCB Governing Documents or (B) any note, bond, mortgage, indenture, loan agreement, deed of trust, agreement, lien, contract

or other instrument or obligation to which CCB is a party or to which it or any of its respective properties or assets, may be subject or by which CCB 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 CCB (except for, in the case of each of clauses (i) and (ii), 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 CCB).
- (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 CCB of its obligations under this Agreement or to the execution and delivery of this Agreement by CCB and (ii) no filing or registration with, or authorization, consent or approval of, any domestic or foreign public body or authority is necessary by CCB in connection with the consummation of the Amalgamation.

#### **6.4 Capitalization**

The authorized share capital of CCB consists of an unlimited number of CCB Shares.

As of the Agreement Date CCB has, and as at the Effective Time CCB will have, 14,700,000 CCB Shares issued and outstanding and no other securities.

Except as set forth above, there will be, as at the Effective Time, no securities of CCB outstanding and no options, warrants or other rights, agreements or commitments of any character whatsoever requiring the issuance, sale or transfer by CCB of any CCB Shares or any securities convertible into, or exchangeable or exercisable for, or otherwise evidencing a right to acquire, any CCB 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 CCB. All outstanding CCB 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 CCB from the position set forth in the CCB Financial Statements and there has not been any Material Adverse Change in respect of CCB since its date of incorporation, and since that date there have been no facts, transactions, events or occurrences which could have a Material Adverse Effect on CCB.

#### **6.6 Financial Statements**

The CCB Financial Statements fairly present in all respects, in accordance with IFRS applicable to private corporations, consistently applied, (a) the financial position and condition of CCB at the dates thereof and the results of the operations of CCB for the periods then ended and reflect all

assets, liabilities and obligations (absolute, accrued, contingent or otherwise) of CCB as at the dates thereof, (b) since the date thereof, there has been no material change in the financial condition or performance of CCB or change in its assets or liabilities and (c) up to and including the Effective Time, there will be no material change in the financial condition or performance of CCB or change in its assets or liabilities.

#### **6.7 Compliance with Applicable Laws**

CCB 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, health, safety and environmental legislation, regulations or by-laws or other lawful requirements of any governmental or regulatory bodies applicable to CCB of each jurisdiction in which it carries on its business and CCB holds all licenses, 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, 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 CCB.

#### **6.8 Title to Master Business Licences, Patents and Other Intellectual Property**

CCB is the beneficial owner of all trade-marks, subjects of patent applications, trade secrets, copyright and other intellectual property used by CCB including those listed on Schedule C annexed hereto, which are registered in the name of, and/or held in trust for the benefit of CCB by, Thomas Bryson, and CCB has not licensed or permitted any other Person to use any such trade-marks, subjects of patent applications, trade secrets, copyright and other intellectual property. Except as disclosed in this Section 6.8, CCB is not aware of any defects, failures or impairments to its right, title and interest in and to its trade-marks, patent applications, trade secrets, copyright and other intellectual property, whether or not an action, suit, proceeding or inquiry is pending or threatened and whether or not discovered, created, invented or otherwise formed by any third party in whole or in part.

#### **6.9 Property Interests**

All of CCB's assets, properties and interests are owned by CCB with good, valid and marketable title, free and clear from all liens, charges, pledges, mortgages, security interests or encumbrances of any kind and no other Person has any right, title, interest in, or any security interest or other encumbrance on, or any claim to any such assets, properties or interests. All such assets, properties and interests are free and clear of adverse claims created by, through or under CCB or any other Person. All equipment and other tangible assets have been well maintained and are in good operating condition and free of any defect or need for repair.

#### **6.10 Litigation, Etc.**

There are no actions, suits or proceedings outstanding, pending, or to the knowledge of CCB threatened, affecting CCB 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 CCB and CCB has no knowledge of facts or circumstances which may reasonably give rise to any such action, suit or proceeding or any claim in respect thereof.

#### **6.11 Employee Amounts**

CCB has had and has no Employee Amounts and no liabilities to any employees or persons claiming to be employees and, as at the Effective Time, there will be no amounts payable or accrued liabilities owing by CCB for Employee Amounts or other liabilities to any employees or persons claiming to be employees.

#### **6.12 Employment Agreements**

CCB is not a party to any written employment or consulting agreement or any oral employment or consulting agreement.

#### **6.13 Employee Benefit Plans**

CCB has no employee benefit plans. CCB has made no promises to any Persons with respect to any such plans.

#### **6.14 Books and Records**

- (a) The corporate records and minute books of CCB will be updated in accordance with all applicable Corporate Laws as at Closing.
- (b) The financial books and records of CCB have been maintained fully and in a timely manner and are complete and accurate in all material respects.
- (c) The books and records of all of the business and affairs of CCB have been maintained fully and in a timely manner and are complete and accurate in all material respects.
- (d) All of the books and records of CCB, including those referred to in Sections 6.14(a), (b) and (c) have been made available to RDT in respect of its due diligence investigation and will continue to be made available to RDT up to and including the completion of the transactions contemplated hereby.

#### **6.15 Tax Matters**

- (a) All Returns required to be filed by or on behalf of CCB 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 CCB with respect to items or periods covered by such Returns.
- (b) CCB has paid or provided adequate accruals for taxes in the CCB Financial Statements, including income taxes, in conformity with IFRS.

- (c) No material deficiencies exist or have been asserted with respect to Taxes of CCB. CCB is not a party to any action or proceeding for assessment or collection of Taxes, nor has such event been asserted or to CCB's knowledge threatened against CCB or CCB's assets. No waiver or extension of any statute of limitations is in effect with respect to Taxes or Returns of CCB. There is no audit in process, pending or, to the knowledge of CCB, threatened by a governmental or taxing authority relating to the Returns of CCB for the last fiscal year.

#### **6.16 Cash Resources**

As at the Agreement Date, CCB has, and as at the Effective Time CCB will have, Cash, Cash Equivalents and RDT Loans aggregating not less than \$3,000,000.

#### **6.17 Debt, Accounts Payable and Accrued Liabilities**

- (a) As at the Agreement Date, CCB has no Debt, accounts payable or accrued liabilities other than accounts payable and accrued liabilities which do not exceed \$20,000 (excluding sales taxes applicable thereto) in the aggregate;
- (d) At the Effective Time, CCB will have no Debt and no accounts payable or accrued liabilities other than accounts payable and accrued liabilities which do not exceed \$50,000 (excluding sales taxes applicable thereto) in the aggregate (including accounts payable and accrued liabilities for legal fees and disbursements incurred in connection with the Letter of Intent, this Agreement, and the Amalgamation), except as otherwise agreed upon by the Parties.

#### **6.18 No Undisclosed Material Liabilities**

CBB had no liabilities as at the date of the CCB Financial Statements and 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 CBB) since the date of the CCB Financial Statements and CCB will not incur 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 CBB) from the date thereof up to and including the Effective Time.

#### **6.19 Securities Matters**

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

#### **6.20 Financial Commitments**

CCB has no outstanding commitments for expenditures or other financial commitments.

### **6.21 No Default Under Agreements**

CCB is not in default or breach of any covenants under any of its existing agreements, commitments or other obligations.

### **6.22 No Undisclosed Liabilities**

Except as disclosed or reflected in the CCB Financial Statements, CCB has not incurred, and will not incur, 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 CCB) from the date thereof up to and including the Effective Time.

### **6.23 Insurance**

Any policies of insurance that may be in force as of the Agreement Date naming CCB 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 CCB. 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.

### **6.24 Private Issuer**

CCB is a “private issuer” (within the meaning of applicable securities laws) and is not a “reporting issuer” (within the meaning of applicable securities laws) in any jurisdiction in Canada and there is no published market in respect of the CCB Shares in any jurisdiction.

### **6.25 Information**

- (a) CCB has disclosed to RDT all data and information in its possession or available to it in respect of its business and affairs and there is no fact, event or circumstance which could reasonably be expected to have a Material Adverse Effect on CCB.
- (b) All material data and information in respect of CCB and its assets, reserves, liabilities, business and operations provided by CCB 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 CCB has not withheld or omitted to provide any material data or information necessary to make any data or information provided by CCB to RDT not misleading in any material respect as at the respective dates thereof.

### **6.26 Restriction on Business**

The execution, delivery and performance of this Agreement does not and will not result in the restriction of CCB 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 CCB or trigger or cause to arise any rights of any Person under any contract or arrangement to restrict CCB from engaging in the business it currently or proposes to carry on.

### **6.27 No Financial Advisors**

CCB 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.

### **6.28 Issuances of Securities**

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

### **6.29 Subsidiaries**

CCB has no subsidiaries and is not a party to any partnership agreement, limited partnership agreement, joint venture agreement or other form of participation agreement with any other person.

### **6.30 Encumbered CCB Shares**

Neither CCB nor any of the CCB Shareholders is a party to any security agreement, pledge agreements or other similar type of arrangement in respect of which CCB Shares have been charged, encumbered or otherwise provided as collateral or security for any indebtedness or other obligation.

### **6.31 No Guarantees or Indemnities**

CCB is not a party to or bound by any agreement of guarantee, indemnification, or any other like commitment of the obligations, liabilities (absolute, accrued, contingent or otherwise) of indebtedness of any other Person.

### **6.32 Amalgamation**

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

### **6.33 Material Contracts**

Except for this Agreement and those agreements listed in Schedule A annexed hereto, there are no contracts or agreements to which CCB is a party or by which it is bound. All such contracts or agreements, including those listed in Schedule A annexed hereto are valid, subsisting and in good standing in all material respects and neither CCB nor any other party to any such contract or agreement is in default or breach thereof in any material respect (and no event has occurred or will occur as a result of the execution of this Agreement or the completion of the transactions contemplated hereby which, with notice or lapse of time or both, would constitute a default or breach under any such contract or agreement).



### **6.34 Licences**

CCB holds those licences and permits listed in Schedule B annexed hereto and all such licences and permits are valid, subsisting and in good standing and CCB is not in default or breach thereof (and no event has occurred which, with notice or lapse of time or both, would constitute a default under any such licence or permit). Neither the execution of this Agreement nor the completion of the Amalgamation contemplated hereby will cause a default (or will constitute or cause an event which, with notice or lapse of time or both, would constitute a default) under the terms of any such licences or permits, nor is this Agreement nor the completion of the Amalgamation contemplated hereby prohibited by, or does the execution of this Agreement nor the completion of the Amalgamation contemplated hereby require notice to or the consent of, any Governmental Entity or any party to any such permits or licences.

### **6.35 No Net Profits or Other Interests**

No officer, director, employee or any other Person owns, has or is entitled to any bonus, incentive payment, participating interest, royalty, net profits interest, carried interest or any other encumbrances or claims of any nature whatsoever on any of the assets or properties of CCB, whether based on the execution or completion of this Agreement or any other transaction or production from any of the properties or assets of CCB or any revenue or rights attributed thereto or otherwise, except as previously disclosed to RDT.

## **ARTICLE 7- CONDUCT OF BUSINESS**

### **7.1 Conduct of Business by CCB**

CCB 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 CCB shall be conducted only, and CCB shall not take any action except, in the usual and ordinary course of business and consistent with past practice, and CCB shall use all commercially reasonable efforts to maintain and preserve its business, assets and advantageous business relationships and CCB shall keep RDT apprised of all material developments relating thereto;
- (b) CCB shall not directly or indirectly do or permit to occur any of the following: (i) amend the CCB 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 CCB 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 CCB; or (vii) enter into or modify any contract, agreement, commitment or arrangement with respect to any of the foregoing, except as permitted above;

- (c) CCB shall not, without prior consultation with and the consent of RDT, 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; (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; (iv) incur or commit to incur any indebtedness for borrowed money, 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; (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; (vii) enter into any non-arm's length transactions including with any officers, directors, employees or consultants of CCB or transfer any property or assets of CCB to any employees or consultants; 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) CCB 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, employees or consultants; (iv) advance any loan to any officer, director or any other party; (v) adopt or amend any employee compensation plans; nor (vi) make any payment to any employee, officer or director;
- (e) CCB 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;
- (f) CCB shall cause, effective at the Effective Time, the resignation of each of the officers of CCB and to cause each of the officers (including Thomas Bryson) to execute mutual releases, conditional on closing of the Amalgamation and effective at the Effective Time, each in form and substance satisfactory to RDT, each acting reasonably and CCB shall cooperate with RDT to provide an orderly transition of control;
- (g) CCB shall cause, effective at the Effective Time, the resignation of each of the directors of CCB and to cause each of the directors (including Thomas Bryson) to execute mutual releases, conditional on closing of the Amalgamation and effective at the Effective Time, each in form and substance satisfactory to RDT, acting reasonably;
- (h) CCB shall not take any action, refrain from taking any action, permit any action to be taken or not taken, which is inconsistent with this Agreement, or which might directly or indirectly interfere or negatively affect the consummation of the Amalgamation;

- (i) CCB 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;
- (j) CCB shall promptly notify RDT in writing of: (i) any material change (actual, anticipated or, to the knowledge of CCB, 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 CCB, or (ii) any change that would render any representation or warranty provided by CCB in this Agreement which change is or may be of such a nature as to render any representation or warranty misleading or untrue in any material respect and CCB shall in good faith discuss with RDT any change in circumstances (actual, anticipated or to the knowledge of CCB 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;
- (k) CCB will, within two Business Days of CCB 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 (each 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 CCB on the assumption that such Assessment is valid and binding;
- (l) CCB shall use its commercially reasonable efforts to fulfill or cause the fulfillment of the conditions set forth in Sections 11.1 and 11.3 as soon as reasonably possible to the extent that the fulfillment of the same is within the control or influence of CCB;
- (m) CCB shall make, and shall cause any applicable CCB Shareholders to make, all necessary filings and applications under Corporate Laws and Securities Laws required to be made on the part of CCB in connection with the transactions contemplated herein and shall take all reasonable action necessary to be in compliance with such laws; and
- (n) CCB 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 CCB or any third-party complaint, investigation or hearing (or investigations indicating the same may be contemplated) to the extent that it relates to or could affect RDT or CCB or their respective properties or assets in any material way.

## **ARTICLE 8 - COVENANTS OF CCB**

### **8.1 CCB Amalgamation Resolution**

- (a) CCB shall lawfully convene and hold the CCB Meeting or obtain a resolution in writing signed by all CCB Shareholders for the purpose of approving the CCB Amalgamation Resolution as soon as reasonably practicable and in any event, on or before March 26, 2021.

- (b) CCB shall conduct the CCB Meeting in accordance with the CCB Governing Documents and any instrument governing such meeting, as applicable, and as otherwise required by Corporate Laws and any other applicable Laws.
- (c) In connection with any CCB Meeting, CCB will prepare (in consultation with RDT), and distribute to CCB Shareholders in a timely and expeditious manner, a notice of meeting 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, CCB shall ensure that such notice of meeting provides CCB Shareholders with information in sufficient detail to permit them to form a reasoned judgment concerning the matters before them, and will set out any necessary RDT Information required to be included therein;
- (d) CCB 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 notice of meeting or other disclosure documents provided to CCB Shareholders in connection with any CCB Meeting (other than arising solely from or based solely upon any misrepresentation or alleged misrepresentation in the RDT Information contained in such documents); and
- (e) except for proxies and other non-substantive communications with CCB Shareholders, CCB will furnish promptly to RDT or RDT's counsel, a copy of each notice, report, schedule or other document delivered, filed or received by CCB in connection with: (i) the Amalgamation; (ii) any CCB Meeting; (iii) any filings under applicable Laws; and (iv) any dealings with any Governmental Entity or regulatory agency in connection with the transactions contemplated hereby.

## **8.2 Notice of Material Change**

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

- (a) any Material Adverse Change (actual, anticipated, contemplated or, to the knowledge of CCB, threatened) in respect of CCB;
- (b) any change in the facts (actual, anticipated, contemplated or, to the knowledge of CCB, threatened) relating to any representation or warranty set forth in Article 6 – Representations and Warranties of CCB, 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 (actual, anticipated, contemplated or, to the knowledge of CCB, threatened) in respect of CCB or the CCB 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.

CCB shall in good faith discuss with RDT any change in circumstances (actual, anticipated, contemplated or, to the knowledge of CCB, threatened, and whether 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 8.2.

### **8.3 Financial Information**

- (a) At least five (5) Business Days before the date of Closing, CCB shall deliver to RDT annual unaudited financial statements of CCB as at and for the year ended October 31, 2020 on an accountant prepared basis in accordance with accounting standards for private enterprises.
- (b) At least five (5) Business Days before the date of Closing, CCB shall deliver to RDT CCB Pro Forma Financial Statements as at January 1, 2021.
- (c) In addition to the financial information contemplated by Subsections 8.3(a) and (b) above, CCB shall make available to RDT, and CCB hereby consents to the use of, all financial statements and other information of CCB which may be required to be disclosed in any RDT documents, including any information circular, proxy statement, business acquisition report or prospectus of RDT 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 CCB's auditors if requested by RDT. CCB 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 RDT of such financial statements.

### **8.4 Actions**

CCB covenants and agrees that at all times prior to the completion of the Amalgamation, CCB 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 - Representations and Warranties of CCB being untrue in any material respect at any time prior to the completion of the Amalgamation.

### **8.5 Books and Other Records**

CCB hereby covenants and agrees that all of the books and records of CCB, including, without limitation, records relating to its Confidential Information, shall be maintained on a current and continuous basis and in secure computer and other electronic form, with frequent (not less than weekly) back-ups and in paper and other physical formats where applicable. All such books and records shall be made available for inspection and downloading by RDT prior to Closing provided that RDT shall be obligated to return all such books and records to CCB forthwith in the event that

the Closing of the Amalgamation is not completed in the manner contemplated hereby. CCB shall ensure that no officer, director or consultant removes any of the books and records of CCB, in whole or in part, or takes or retains any copy or copies thereof, from any of CCB's offices, computers or other storage systems or facilities.

## **8.6 Confidentiality**

CCB acknowledges that CCB possesses and owns information concerning its business and affairs that is non-public, confidential and proprietary in nature (collectively, the "**Confidential Information**"). Such Confidential Information includes, without limitation, information concerning (i) its officers, directors and shareholders; (ii) its suppliers, customers and accounts and proposed suppliers, customers and accounts, (iii) its purchase or sale prices and proposed purchase or sale prices, (iv) its lists, methods, techniques, processes and operations and financial details and plans, (v) its patentable discoveries, trademarks, trade secrets, copyright materials and other intellectual property rights; and (vi) its marketing and selling strategies. CCB acknowledges that its Confidential Information is of substantial commercial importance to CCB and, accordingly, to RDT and disclosure to suppliers, customers or competitors of CCB or of RDT (other than those from whom such Confidential Information was obtained) or to the general public would be highly detrimental to the best interests of CCB and, accordingly, to RDT and would cause substantial and irreparable injury to the business of CCB and, following the Closing, the businesses of Amalco and RDT. Accordingly, CCB agrees not to use, and to cause each of its shareholders and each of its officers, directors and consultants not to use for his or its own purposes or to disclose to any other entity or person whatsoever any such Confidential Information (other than those from whom such Confidential Information was obtained), whether before or after the Closing, save and except solely for the direct benefit of CCB prior to Closing and, after Closing, solely and exclusively for the direct benefit of Amalco and indirect benefit of RDT. CCB expressly acknowledges that these obligations shall continue indefinitely after Closing. This obligation of confidentiality, however, shall not apply to Confidential Information that is:

- (a) permitted to be disclosed after Closing with the prior written consent of Amalco or RDT;
- (b) known to the public at the time of its disclosure through no breach of these provisions; or
- (c) required to be disclosed by law.

## **ARTICLE 9 - COVENANTS OF RDT AND ACQUISITIONCO**

RDT 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 CCB Meeting**

- (a) If required, RDT and AcquisitionCo will assist CCB in the preparation of the notice of meeting and any related disclosure documents in respect of a CCB Meeting and provide to CCB, in a timely manner, all information as may be reasonably requested by CCB with respect to RDT and AcquisitionCo and their respective directors and officers for inclusion

in such documents 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 CCB to meet the standard referred to in Subsection 8.1(c) with respect to RDT, the Amalgamation and the transactions to be considered at the CCB Meeting.

- (b) RDT shall indemnify and save harmless CCB and the directors, officers and agents of CCB from and against any and all liabilities, claims, demands, losses, costs, damages and expenses (excluding any loss of profits or consequential damages) to which CCB, or any director, officer or agent thereof, may be subject or which CCB, 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 any misrepresentation or alleged misrepresentation in the notice of meeting and related disclosure documents regarding RDT based on information provided to CCB by RDT or in any material filed by RDT or on behalf of RDT which RDT has authorized for use in such documents in compliance or intended compliance with any Corporate Laws, Securities Laws and other applicable Laws; 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 in the information provided by RDT which was included without modification or alteration in the notice of meeting or related disclosure documents in respect of the CCB Meeting, or (b) the negligence of CCB.
- (c) RDT will, upon request from CCB, furnish promptly to CCB or CCB'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 CCB Meeting; (iii) any filings under applicable Laws; and (iv) any dealings with regulatory agencies in connection with the transactions contemplated hereby.
- (d) RDT 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 RDT 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.

## **9.2 Notice of Material Change**

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

- (a) any Material Adverse Change (actual, anticipated, contemplated or, to the knowledge of RDT, threatened) in respect of RDT; or
- (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.

RDT shall in good faith discuss with CCB 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 CCB pursuant to this Section 9.2.

### **9.3 Actions**

RDT and AcquisitionCo covenant and agree that at all times prior to the completion of the Amalgamation, RDT 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 'Representation and Warranties of RDT and AcquisitionCo' being untrue in any material respect at any time prior to the completion of the Amalgamation.

### **9.4 Other Covenants**

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

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

### **9.5 Exchange Approval**

Following execution of this Agreement, RDT will, if required under the policies of the Exchange, promptly make application to the Exchange to approve the transactions contemplated hereby and to list the number of RDT Shares and Warrant 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 RDT, AcquisitionCo and CCB 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 RDT, AcquisitionCo and CCB 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 CCB and RDT.

## **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 shall be in form and substance satisfactory to each of CCB and RDT, 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 CCB and RDT, 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, any necessary Exchange approval for the transactions contemplated by this Agreement and the listing on the Exchange of the RDT Shares and Warrant Shares issuable or reserved for issuance pursuant to the Amalgamation, each in form and substance satisfactory to RDT and CCB, 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.

The foregoing conditions are for the mutual benefit of CCB on the one hand and RDT on the other hand and may be asserted by CCB and by RDT regardless of the circumstances and may be waived by CCB and RDT in their sole discretion, in whole or in part, at any time and from time to time without prejudice to any other rights which CCB or RDT 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 Parties 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 CCB**

The obligation of CCB 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 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 CCB with certified copies of the resolutions duly passed by the RDT Board and the board of directors of AcquisitionCo approving this Agreement and the consummation of the transactions contemplated hereby;
- (c) except as affected by the transactions contemplated by or permitted by this Agreement:
  - (i) 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) provided that RDT shall be entitled to cure any breach of a representation and warranty within five Business Days after receipt of written notice thereof from CCB (except that no cure period shall be provided for a breach which by its nature cannot be cured and, in no event, shall any cure period extend beyond the Outside Date); and
  - (ii) RDT shall have complied in all material respects with its covenants in this Agreement;

and CCB shall have received a certificate to that effect dated as of the Effective Date from the Chief Executive Officer of RDT and another senior officer thereof acceptable to CCB, acting reasonably, acting solely on behalf of RDT and not in their personal capacities, to the best of their information and belief having made reasonable inquiry and CCB 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 CCB or the completion of the Amalgamation;
- (e) there shall not have occurred any Material Adverse Change in respect of RDT;
- (f) immediately prior to the Effective Time, there shall not be and CCB shall be satisfied there shall not be more than 80,666,805 RDT Shares (plus any additional RDT Shares which may be issued pursuant to the exercise of any December Warrants, Finder Warrants, Advisor Warrants or Stock Options which are outstanding on the date hereof) duly issued and outstanding and no Person shall, and CCB 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 rights, contract or otherwise) capable of becoming an agreement or option for the purchase, subscription, allotment or issuance of any issued or unissued RDT Shares save and except in respect of the December Warrants, Finder Warrants, Advisor Warrants and Stock Options; and
- (g) the directors of RDT and AcquisitionCo shall have adopted all necessary resolutions and all other necessary corporate action shall have been taken by RDT and AcquisitionCo to permit the consummation of the Amalgamation.

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

### **11.3 Conditions to Obligations of RDT and AcquisitionCo**

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

- (a) CCB shall have completed, prior to Closing and to RDT's satisfaction, the acquisition of all equipment, agreements, goodwill and other assets and all files, documents and the receipt of all records relating thereto (in paper form and electronic form, to RDT's satisfaction) being acquired from those CCB Shareholders and other parties transferring such assets to CCB, directly or indirectly, in exchange for CCB Shares or other consideration and all such transfers and receipts shall have been documented and recorded in form and substance satisfactory to RDT;
- (b) RDT shall have completed to its satisfaction all of its due diligence investigations regarding the assets, liabilities, books, records, Confidential Information, business and activities of CCB;

(c) each of the acts, covenants and undertakings of CCB to be performed on or before the Effective Date pursuant to the terms of this Agreement shall have been duly performed by CCB in all material respects;

(c.1) CCB shall have furnished RDT with:

(i) a certified copy of the resolutions duly passed by the CCB Board approving this Agreement and the consummation of the transactions contemplated hereby and directing the submission of the CCB Amalgamation Resolution Amalgamation for approval by CCB Shareholders;

(ii) a certified copy of the CCB Amalgamation Resolution, duly approved by CCB Shareholders, approving the Amalgamation;

(iii) except as affected by the transactions contemplated by or permitted by this Agreement:

(A) the representations and warranties made by CCB in this Agreement shall be true and correct in all material respects as at the Effective Time 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) provided that CCB shall be entitled to cure any breach of a representation and warranty within five 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 and, in no event, shall any cure period extend beyond the Outside Date); and

(B) CCB 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 of the Chief Executive Officer of CCB, acting solely on behalf of CCB and not in his personal capacity, to the best of his information and belief having made reasonable inquiry and RDT shall have no knowledge to the contrary;

(d) the CCB 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) no holders of outstanding CCB Shares shall have exercised CCB Dissent Rights in respect of the Amalgamation except for CCB Dissent Rights which have been withdrawn as at the Effective Time;

(f) as at the Effective Time, there shall not be, and RDT shall be satisfied there shall not be, more than 14,700,000 CCB Shares duly issued and outstanding and no Person shall, and RDT 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 CCB Shares and RDT shall have received a certificate to that effect dated the Effective Time from the Chief Executive Officer of CCB;

- (h) all of the books and records of CCB, including those referred to in Section 6.14 hereof, shall have been delivered to RDT in a manner satisfactory to RDT;
- (i) the directors of CCB shall have adopted all necessary resolutions and all other necessary corporate action shall have been taken by CCB to permit the consummation of the Amalgamation;
- (j) certain officers and consultants of CCB (namely, Thomas Bryson) shall have agreed to provide management and consulting services to, and shall have entered into management and/or consulting agreements with RDT and Amalco for a period of one year on terms satisfactory to RDT to facilitate the transition of CCB's business and assets to Amalco and RDT;
- (k) each of the officers of CCB shall have provided their resignations in favour of CCB, 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 the officers of CCB shall have provided releases in favour of CCB in respect of any and all claims prior to the Effective Time in form and substance satisfactory to RDT;
- (l) each of the directors of CCB shall have provided their resignations in favour of CCB, 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 the directors of CCB shall have provided the releases in favour of CCB in respect of any and all claims prior to the Effective Time in form and substance satisfactory to RDT;
- (m) all RDT Shares and RDT Warrants issued in exchange for CCB Shares as set forth in Section 2.4 as determined in accordance with Section 3.2 will be issued and delivered to the Depository pursuant to the Escrow Agreement providing for the following escrow release provisions and subject to those additional release provisions described in Section 3.2 hereof:
  - (i) 10% of such Units will be released on Closing;
  - (ii) 10% of such Units will be released from escrow on the date which is the later of March 15, 2021 and one (1) month after the Effective Date;
  - (iii) a further 10% of such Units will be released from escrow on the date which is the later of May 15, 2021 and three (3) months after the Effective Date;
  - (iv) a further 20% of such Units will be released from escrow on the date which is the later of July 15, 2021 and five (5) months after the Effective Date;

- (v) a further 10% of such Units will be released from escrow on the date which is the later of August 15, 2021 and six (6) months after the Effective Date;
  - (vi) a further 10% of such Units will be released from escrow on the date which is the later of September 15, 2021 and seven (7) months after the Effective Date;
  - (vii) a further 10% of such Units will be released from escrow on the date which is the later of October 15, 2021 and eight (8) months after the Effective Date; and
  - (viii) the final 20% of such Units will be released from escrow on the date which is the later of January 15, 2022 and eleven (11) months after the Effective Date;
- (n) one (1) Business Day before the Effective Date, CCB shall have delivered to RDT a list of CCB's accounts payable and accrued liabilities signed by two senior officers of CCB listing and describing with particularity in form and content satisfactory to RDT, each of the following as of the day of such list:
- (i) accounts payable and accrued liabilities of CCB for legal fees and disbursements, together with an estimated amount for legal fees and disbursements to completion of the Amalgamation;
  - (ii) accounts payable and accrued liabilities of CCB excluding legal fees and disbursements referred to in Subsection 11.3(n)(i) above; and
  - (iii) all other Debt, if any, of CCB;
- (o) one (1) Business Day before the Effective Date, CCB shall have delivered to RDT an updated list of CCB's Cash and Cash Equivalents signed by two senior officers of CCB listing and describing with particularity in form and content satisfactory to RDT, each of the following as of the day of such list:
- (i) each bank account holding CCB's Cash and the amount therein; and
  - (ii) each Cash Equivalent held by CCB and the amount and terms thereof;
- (p) on Closing, the Depositary, CCB and each of the CCB Shareholders shall have executed and delivered to RDT the Escrow Agreement in form and substance satisfactory to RDT including incorporating the terms of Sections 3.2 and 11.3(m) hereof;
- (q) RDT shall be satisfied, in its discretion, with the kind, quality, debtor and terms of each of the Cash Equivalents, if any, held by CCB.

The conditions described in this Section 11.3 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.

#### **11.4 Notice and Effect of Failure to Comply with Conditions**

- (a) Each of CCB and RDT 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 11.2 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, TERMINATION AND DISPUTE RESOLUTION**

#### **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.

## **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 RDT Shareholders or CCB Shareholders;
- (b) Notwithstanding any other rights contained herein, RDT may terminate this Agreement upon written notice to CCB if:
  - (i) the Amalgamation has not become effective on or before the Outside Date;
  - (ii) CCB breaches of any of its covenants, agreements or representations and warranties contained herein that would have a Material Adverse Effect on CCB or on the ability of CCB and RDT to consummate the transactions contemplated hereby and CCB fails to cure such breach within three (3) Business Days after receipt of written notice thereof from RDT (or such longer period of time as RDT may, in its discretion, permit on written notice to CCB 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 Section 11.1 or 11.3 hereof.
- (c) Notwithstanding any other rights contained herein, CCB 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 breaches 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 CCB 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 CCB (or such longer period of time as CCB may, in its discretion, permit on written notice to 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 CCB arising pursuant to Section 11.1 or 11.2 hereof.
- (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 CCB or RDT, as the case may be, or their agents and, except for the obligations to return materials set forth in this Subsection 12.2(d) 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.



### **12.3 Arbitration**

In the event that any Dispute referred to in Section 3.2 hereof cannot be resolved or settled pursuant to the procedure set out in the applicable Section, either RDT or the CCB Representative may, upon notice to the other of them, require that the resolution of such Dispute be referred to arbitration pursuant to the provisions of the *Arbitration Act, 1991* (Ontario) and the arbitration rules of the ADR Chambers in Toronto and in accordance with the following:

- (a) reference to arbitration shall be to a single arbitrator who shall be designated by the applicable Section hereof or selected by agreement of RDT and the CCB Representative or, failing such agreement within sixty (60) days after the date of the Dispute, RDT or the CCB Representative may apply to the Ontario Superior Court of Justice (Commercial List) for the appointment of a single arbitrator from a list of not less than three (3) arbitrators proposed by the person making such application or from a list of arbitrators proposed by the other of RDT or the CCB Representative responding to such application;
- (b) any such arbitration shall be conducted in a fully private and confidential manner at the ADR Chambers in Toronto (or other alternative confidential setting in Toronto chosen by the arbitrator) and shall be subject to the confidentiality obligations set out in Section 8.6 hereof;
- (c) any determination of the arbitrator (the "Determination") shall be final and binding upon all of the parties hereto (and on the CCB Shareholders);
- (d) unless the parties to the arbitration state otherwise in writing, the arbitrator shall make his or her Determination in writing within sixty (60) days after the date of appointment as arbitrator; and
- (e) each party to the arbitration shall pay such party's own costs and expenses, provided, however, the costs of the arbitrator and the costs of any meeting rooms used during any arbitration sessions shall be paid by RDT.

## **ARTICLE 13 - CLOSING**

### **13.1 Effective Date**

The Closing shall take place on March 11, 2021 and the Effective Date shall take place on the following Business Day or on such other dates as are mutually agreed in writing by the Parties, but in any event, the Effective Date shall not be later than the Outside Date.

### **13.2 Effect of Closing**

As expeditiously as practicable after the satisfaction or, to the extent permitted hereunder, the waiver of the conditions set forth in Article 7 'Conditions Precedent', 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 OBCA

with the Registrar in accordance with the OBCA 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 Section 12.2, the closing of the transactions contemplated by this Agreement (the “**Closing**”) will take place on the Business Day prior to the Effective Date at the offices of RDT’s legal counsel, Dickinson Wright LLP, Suite 2200, 199 Bay Street, Toronto, Ontario, M5L 1G4, or such other location as may be determined by RDT.

### **13.4 Other Closing Matters**

- (a) On Closing, RDT and CCB covenant and agree to implement the following:
  - (i) the board of directors of RDT shall increase the number of directors on its board of directors by one and, subject to the applicable nominee submitting a personal information form and any other applicable documentation to the Exchange and any other applicable securities authorities having jurisdiction and RDT receiving any necessary Exchange or other necessary securities regulatory approvals, shall appoint Thomas Bryson, as nominee of CCB, to be a director of RDT.
- (b) In addition to the other matters required to be delivered under the terms and conditions of this Agreement, each of RDT, AcquisitionCo and CCB 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 RDT or AcquisitionCo:

**RAPID DOSE THERAPEUTICS CORP.**

1121 Walkers Line, Unit 3

Burlington, Ontario L7N 2G4

Attention: Mark Upsdell, Chief Executive Officer

Mobile No.: 647-200-4709

Email: [mupsdell@rapid-dose.com](mailto:mupsdell@rapid-dose.com)

- (b) if to CCB:

**2544737 ONTARIO LIMITED**

[REDACTED]  
Attention: Thomas Bryson, Chief Executive Officer  
Mobile No.: [REDACTED]  
Email: tbrysonccb@gmail.com

#### **14.2 Time of Essence**

Time shall be of the essence in this Agreement.

#### **14.3 Entire Agreement**

This Agreement (including the recitals and schedules hereto, each of which is hereby incorporated herein by reference) 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.

#### **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 any of the Parties without the prior written consent of the other Parties.

#### **14.5 Expenses**

The Parties agree that all out of pocket third party transaction expenses of the Letter of Intent, this Agreement, the Amalgamation all related transactions, including legal fees, regulatory filing fees, all fees and disbursements by advisors, printing and mailing costs, and all other costs and expenses 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.

#### **14.9 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.

*[The remainder of this page is left blank intentionally]*

IN WITNESS WHEREOF, RDT, AcquisitionCo and CCB have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

**RAPID DOSE THERAPEUTICS CORP.**

Per: "Mark Upsdell"  
Mark Upsdell, Chief Executive Officer  
*I have authority to bind the corporation*

**2814882 ONTARIO INC.**

Per: "Mark Upsdell"  
Mark Upsdell, President  
*I have authority to bind the corporation*

**2544737 ONTARIO LIMITED**

Per: "Thomas Bryson"  
Thomas Bryson, Chief Executive Officer  
*I have authority to bind the corporation*

**SCHEDULE "A"**  
**(Materials Contracts)**

- 1.
- 2.
- 3.



**SCHEDULE "B"**  
**(Licenses and Permits)**

1. Health Canada Cannabis R&D License (see attached)
  
2. CTLS Applications (see attached)

**SCHEDULE "C"**  
**(Master Business Licences, Patents and Other Intellectual Property)**

**Master Business Licences**

1. Buzzinga
2. Beer-Joint
3. URSA
4. Consolidated Craft Brands

**Provisional patent applications**

1. Metered Delivery Process of Infusing Molecules into Edible Food (May 15, 2019)
- 2.. Pipeline safety (February 21, 2019)