

ARRANGEMENT AGREEMENT

THIS ARRANGEMENT AGREEMENT is made effective the 15th day of October, 2019,

BETWEEN:

BROADWAY GOLD MINING LTD., a company existing under the provisions of the *Business Corporations Act* (British Columbia)

(“**Broadway**”)

AND:

MADISON METALS INC., a wholly owned subsidiary of Broadway existing under the provisions of the *Business Corporations Act* (British Columbia)

(“**Spinco**”)

AND:

BROADWAY DELAWARE SUBCO INC., a wholly owned subsidiary of Broadway formed under the laws of the State of Delaware

(“**Delaware Subco**”)

AND:

MIND MEDICINE, INC., a company formed under the laws of the State of Delaware

(“**MindMed**”)

WHEREAS:

- A.** Broadway and MindMed have entered into a binding letter of intent dated effective July 26, 2019 (the “**Letter of Intent**”) pursuant to which, among other things, the parties agreed to enter into this Agreement to provide for, among other things, the acquisition by Broadway of all of the issued and outstanding securities of MindMed and related transactions, all by way of plan of arrangement, in a transaction intended to qualify as a reorganization under Section 368(a) of the U.S. Internal Revenue Code of 1986, as amended (the “**Code**”);
- B.** Broadway proposes to convene a meeting of its shareholders to approve the transactions comprising the Arrangement in accordance with the Interim Order, the policies of the Exchange and the BCBCA;
- C.** MindMed proposes to convene a meeting of its shareholders to approve the Merger of MindMed and Delaware Subco in accordance with the laws of the State of Delaware and in connection with the Arrangement;

- D. Broadway, as the sole shareholder of Delaware Subco, intends to approve the Merger in accordance with the laws of the State of Delaware;
- E. Broadway, as the sole shareholder of Spinco, intends to approve the Spin-Out Transaction in accordance with the provisions of the BCBCA pursuant to which the Transferred Assets will be transferred to Spinco and Spinco shall assume the Assumed Liabilities in exchange for securities of Spinco, which securities will be transferred to the Broadway Shareholders in accordance with the provisions of this Agreement and the Plan of Arrangement;
- F. upon the Arrangement becoming effective, the outstanding shares of MindMed will be exchanged for securities of Broadway; and
- G. the parties hereto intend to adopt this Agreement together with the Plan of Arrangement as a “plan of reorganization” within the meaning of Treasury Regulations Sections 1.368-2(g) and 1.368-3(a).

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

1. Definitions and Interpretation

1.1. Definitions

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

- (a) “**Agreed Amount**” has the meaning specified in subsection 4.9(a)(iii);
- (b) “**Agreement**” means this arrangement agreement including the schedules hereto as the same may be supplemented or amended from time to time;
- (c) “**Arrangement**” means the arrangement under Part 9, Division 5 of the BCBCA on the terms and subject to the conditions set out in the Plan of Arrangement, subject to any amendments or variations thereto made in accordance with this Agreement or the Plan of Arrangement or made at the direction of the Court in the Final Order;
- (d) “**Arrangement Resolution**” means the Special Resolution of the Broadway Shareholders in respect of the Arrangement to be considered at the Broadway Meeting, the full text of which is attached as Appendix “A” to the Plan of Arrangement;
- (e) “**Assumed Liabilities**” means all obligations and liabilities of Broadway relating to the Transferred Assets including, without limitation, those obligations and liabilities of Broadway relating to the Transferred Assets set out in the Transfer Agreement;

- (f) “**Authorized Capital Amendment**” means the creation of the Broadway Multiple Voting Shares and the change of designation of the Broadway Common Shares to Broadway Subordinate Voting Shares, by way of amendment to the articles of Broadway;
- (g) “**BCBCA**” means the *Business Corporations Act* (British Columbia);
- (h) “**Business Day**” means a day which is not a Saturday, Sunday or statutory holiday or a day on which banks in Toronto or Vancouver are not open for business;
- (i) “**Business Plan**” means MindMed’s plans, as disclosed to Broadway, to grow and develop its business between the date hereof and the Effective Date;
- (j) “**Broadway**” means Broadway Gold Mining Ltd., a corporation existing under the BCBCA;
- (k) “**Broadway Common Shares**” means common shares without par value in the capital of Broadway as currently constituted on the date hereof;
- (l) “**Broadway Financial Statements**” means the audited financial statements of Broadway for the years ended August 31, 2018, 2017 and 2016, the unaudited interim financial statements for the period ended May 31, 2019 and the pro-forma financial statement of Broadway giving effect to the Arrangement as of May 31, 2019;
- (m) “**Broadway Meeting**” means the annual and special meeting of the shareholders of Broadway (including any adjournments thereof) to be held, for among other purposes, to consider and, if deemed advisable, to approve the transactions comprising the Arrangement;
- (n) “**Broadway Multiple Voting Shares**” means the multiple voting shares in the capital of Broadway to be adopted in the form set forth in Schedule “E” by way of the Authorized Capital Amendment;
- (o) “**Broadway Public Disclosure**” has the meaning specified in Subsection 3.1(cc);
- (p) “**Broadway Replacement Warrants**” means Broadway share purchase warrants to be issued to holders of MindMed Warrants in connection with the Arrangement;
- (q) “**Broadway Shareholders**” means the holders of Broadway Common Shares;
- (r) “**Broadway Subordinate Voting Shares**” means the Broadway Common Shares after giving effect to the change of designation from “common shares” to “Subordinate Voting Shares” pursuant to the Authorized Capital Amendment, but which shall otherwise continue to carry the existing terms of the Broadway Common Shares in all other respects;
- (s) “**Canadian MindMed Shareholder**” means a beneficial holder of MindMed Shares, who is: (i) a resident of Canada for purposes of the Tax Act; or (ii) a partnership at least one partner of which is a resident of Canada for purposes of the Tax Act;

- (t) “**Charter Documents**” means, as applicable, articles and by-laws, memorandum and articles of association or other similar constating documents of any body corporate;
- (u) “**Code**” has the meaning specified in the recitals hereto;
- (v) “**Completion Deadline**” means March 31, 2020, or such other date as the parties agree;
- (w) “**Consolidation**” means the consolidation of all of the issued and outstanding securities of Broadway on the basis of the Consolidation Ratio;
- (x) “**Consolidation Ratio**” means one post-consolidated Broadway Common Share for every eight (8) pre-consolidated Broadway Common Shares;
- (y) “**Court**” means the Supreme Court of British Columbia;
- (z) “**Delaware Subco**” means Broadway Delaware Subco Inc., a wholly-owned subsidiary of Broadway incorporated under the laws of the State of Delaware;
- (aa) “**Delaware Subco Common Shares**” means common shares in the capital of Delaware Subco;
- (bb) “**DGCL**” means Delaware General Corporation Law;
- (cc) “**Dissent Rights**” has the meaning set forth in section 5.1 of the Plan of Arrangement;
- (dd) “**Dissenting Broadway Shareholder**” has the meaning set forth in section 1.1 of the Plan of Arrangement;
- (ee) “**Effective Date**” means the date the Arrangement becomes effective as agreed to by the Parties in accordance with the Final Order;
- (ff) “**Effective Time**” means 12:21 a.m. (Vancouver time) on the Effective Date;
- (gg) “**Exchange**” means the TSX Venture Exchange, the Aequitas NEO Exchange or such other stock exchange as may be applicable in the circumstances or as the context may require;
- (hh) “**Final Order**” means the final order of the Court pursuant to Section 291(4) of the BCBCA, after a hearing upon, among other things, the procedural and substantial fairness of the terms and conditions of the Arrangement, in a form acceptable to Broadway and MindMed approving the Arrangement as such order may be amended, modified, supplemented or varied by the Court at any time prior to the Effective Date or, if appealed, then, unless such appeal is withdrawn, abandoned or denied, as affirmed or as amended on appeal, and after notice and a hearing at which all Broadway Shareholders have the right to appear;
- (ii) “**IFRS**” means international financial reporting standards;

- (jj) “**Information Circular**” means the management information circular of Broadway to be sent to the shareholders of Broadway in connection with the Broadway Meeting, including the schedules thereto, prepared in accordance with the Interim Order and all applicable securities and corporate laws and stock exchange rules;
- (kk) “**Interim Order**” means the interim order of the Court under Section 291(2) of the BCBCA providing for, among other things, the calling and holding of the Broadway Meeting, the class of persons to whom notice is to be provided in respect of the Arrangement and the Broadway Meeting, and for the manner in which such notice is to be provided, the affirmative votes required to pass the resolutions in respect of the Arrangement and related matters, for the grant of dissent rights in accordance with the BCBCA and for the notice requirements with respect to the presentation of the application to the Court for the Final Order, as such order may be amended, modified, supplemented or varied by the Court;
- (ll) “**Madison Project**” means the Broadway and Madison mine project in the Butte-Anaconda region of Montana, a porphyry-based mining district, comprised of 450 acres of land, a 192 acre ranch, buildings, mine equipment and fixtures, 6 patented, 35 unpatented mineral claims, and mineral rights to a four-square-mile property;
- (mm) “**Madison Shares**” means all of the shares in the capital of the Madison Subsidiary, all of which are owned by Broadway;
- (nn) “**Madison Subsidiary**” means Broadway Gold Corp., a corporation existing under the laws of the State of Montana which holds the Madison Project, all of the shares of which are held by Broadway;
- (oo) “**Merger**” means the merger of Delaware Subco, in accordance with the DGCL, with and into MindMed in connection with the Arrangement, with MindMed as the surviving corporation;
- (pp) “**Merging Corporations**” means Delaware Subco and MindMed;
- (qq) “**MindMed**” means Mind Medicine, Inc., a corporation existing under the laws of the State of Delaware;
- (rr) “**MindMed Class A Shares**” means the existing Class A common shares in the capital of MindMed;
- (ss) “**MindMed Class B Shares**” means the existing Class B common shares in the capital of MindMed;
- (tt) “**MindMed Class C Shares**” means the existing Class C common shares in the capital of MindMed;
- (uu) “**MindMed Class D Shares**” means the existing Class D common shares in the capital of MindMed;
- (vv) “**MindMed Common Shares**” means the common shares in the capital of MindMed, to be created in connection with the Arrangement;

- (ww) “**MindMed Financial Statements**” means the audited financial statements and, if necessary, the unaudited interim financial statements of MindMed, and includes the financial statements of any predecessor entities of the business of MindMed, required to be included in the Information Circular;
- (xx) “**MindMed Financing**” has the meaning set out in Subsection 2.8;
- (yy) “**MindMed Meeting**” means the special meeting of the shareholders of MindMed (including any adjournments thereof) to be held, for among other purposes, to consider and, if deemed advisable, to approve the Merger;
- (zz) “**MindMed Shareholders**” means the holders of MindMed Class A Shares, MindMed Class B Shares, MindMed Class C Shares, MindMed Class D Shares and MindMed Common Shares, as the case may be;
- (aaa) “**MindMed Warrants**” means MindMed share purchase warrants to be issued in connection with the MindMed Financing;
- (bbb) “**Name Change**” means the change of name of Broadway to “Mind Medicine (MindMed) Inc.” or such other name as the Board of Directors of Broadway may determine;
- (ccc) “**NEO**” means the Aequitas NEO Exchange;
- (ddd) “**Parties**” means Broadway, Spinco, Delaware Subco and MindMed and “**Party**” means any one of them;
- (eee) “**Person**” means and includes an individual, sole proprietorship, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate, a trustee, executor, administrator or other legal representative and the Crown or any agency or instrumentality thereof;
- (fff) “**Plan of Arrangement**” means the plan of arrangement in substantially the form of the plan of arrangement which is attached as Schedule “A” hereto and any amendments or variations thereto made in accordance with this Agreement, the Plan of Arrangement or upon the direction of the Court in the Final Order;
- (ggg) “**Registrar**” means the Registrar of Companies for the Province of British Columbia, duly appointed pursuant to Section 400 of the BCBCA;
- (hhh) “**Special Resolution**” means a resolution passed by a majority of not less than two-thirds of the votes cast by Broadway Shareholders in respect of such resolution at the Broadway Meeting;
- (iii) “**Spinco**” means Madison Metals Inc., a company existing under the BCBCA, which is a wholly-owned subsidiary of Broadway;
- (jjj) “**Spinco Common Shares**” means common shares in the capital of Spinco;
- (kkk) “**Spinco Incorporation Share**” means the one Spinco Common Share held by Broadway that was issued to Broadway on the incorporation of Spinco;

- (lll) “**Spinco Financial Statements**” means the audited financial statements and, if necessary, the unaudited interim financial statements of Spinco and includes audited “carve-out” or “divisional” financial statements of Broadway of the business to be conducted by Spinco required to be included in the Information Circular as well as the pro-forma financial statements of Spinco giving effect to the transfer of the Transferred Assets to Spinco (if required);
- (mmm) “**Spin-Out Transaction**” means the spin-out by Broadway of the Transferred Assets and the Assumed Liabilities to Spinco in exchange for Spinco Common Shares;
- (nnn) “**subsidiary**” means, with respect to a specified body corporate, a body corporate of which more than 50% of the outstanding shares ordinarily entitled to elect a majority of the directors thereof, whether or not shares of any other class or classes shall or might be entitled to vote upon the happening of any event or contingency, are at the time owned, directly or indirectly, by such specified body corporate, and includes a body corporate in like relation to a subsidiary;
- (ooo) “**Tax Act**” means the *Income Tax Act* (Canada) and the regulations thereunder, all as amended from time to time;
- (ppp) “**Tax Returns**” means all federal, provincial, state, local and foreign tax returns, declarations, statements, reports, elections, filing, declarations, schedules, forms and information returns and any document relating to Taxes;
- (qqq) “**Taxes**” means all federal, provincial, state, local and foreign taxes, and other assessments of a similar nature (whether imposed directly or through withholding), including any interest, additions to tax, or penalties applicable thereto;
- (rrr) “**Transfer Agent**” means Computershare Investor Services Inc. or such other trust company or transfer agent as may be designated by Broadway, MindMed or Spinco, as applicable;
- (sss) “**Transfer Agreement**” means the transfer and assumption agreement substantially in the form attached hereto as Schedule “B” providing for, among other things, the transfer of the Transferred Assets to Spinco and the assumption of the Assumed Liabilities by Spinco in exchange for the issuance by Spinco to Broadway of the Spinco Common Shares;
- (ttt) “**Transferred Assets**” means all of Broadway’s right, title and interest in the Madison Shares and all related assets as set out in greater detail in Schedule “A” of the Transfer Agreement.
- (uuu) “**United States**” means the United States of America, its territories and possessions, any State of the United States and the District of Columbia;
- (vvv) “**U.S. Securities Act**” means the U.S. Securities Act of 1933, as amended, and the rules and regulations promulgated from time to time thereunder; and
- (www) “**U.S. Exchange Act**” means the U.S. Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated from time to time thereunder.

1.2. Schedules

The following schedules are incorporated into this Agreement by reference:

Schedule	Description
Schedule A	Plan of Arrangement
Schedule B	Transfer Agreement
Schedule C	Broadway Convertible Securities
Schedule D	MindMed Convertible Securities
Schedule E	Broadway Multiple Voting Share Terms

1.3. Interpretation

For the purposes of this Agreement, except as otherwise expressly provided herein:

- (a) “this Agreement” means this Agreement, including the Schedules hereto, as it may from time to time be supplemented or amended;
- (b) all references in this Agreement to a designated Article, section, subsection, paragraph, or other subdivision, or to a Schedule, is to the designated Article, section, subsection, paragraph or other subdivision of or Schedule to this Agreement unless otherwise specifically stated;
- (c) the words “herein”, “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Article, section, subsection, paragraph or other subdivision of or Schedule to this Agreement;
- (d) the singular of any term includes the plural and vice versa and the use of any term is equally applicable to any gender and where applicable to a body corporate;
- (e) the word “or” is not exclusive and the word “including” is not limiting (whether or not non-limiting language such as “without limitation” or “but not limited to” or other words of similar import are used with reference thereto);
- (f) any words used herein which are defined in the BCBCA, unless otherwise defined herein or unless there is something in the subject matter or context inconsistent therewith, have the meanings ascribed to such words in the BCBCA;
- (g) all accounting terms not otherwise defined in this Agreement have the meanings assigned to them in accordance with generally accepted accounting principles applicable in Canada;
- (h) except as otherwise provided, any reference to a statute includes and is a reference to such statute and to the regulations made pursuant thereto with all amendments made thereto and in force from time to time, and to any statute or regulations that may be passed which have the effect of supplementing or superseding such statute or such regulations;

- (i) where the phrase “to the best of the knowledge of” or phrases of similar import are used in this Agreement, it shall be a requirement that the person in respect of whom the phrase is used shall have made such due enquiries as are reasonably necessary to enable such person to make the statement or disclosure;
- (j) the headings to the Articles, sections, subsection, paragraphs or other subdivisions of this Agreement are inserted for convenience only and do not form a part of this Agreement and are not intended to interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof;
- (k) any reference to a corporate entity includes and is also a reference to any corporate entity that is a successor to such entity; and
- (l) the parties acknowledge that this Agreement is the product of arm’s length negotiation between the parties, each having obtained its own independent legal advice, and that this Agreement shall be construed neither strictly for, nor strictly against, any party irrespective of which party was responsible for drafting this Agreement.

2. Plan of Arrangement

2.1 The Arrangement

The parties hereto agree to complete the Arrangement pursuant to the provisions of Part 9, Division 5 of the BCBCA, on the terms and subject to the conditions contained in this Agreement and the Plan of Arrangement and shall use all reasonable commercial efforts to give effect to the Arrangement, including the Consolidation, Name Change, Authorized Capital Amendment, Merger and the Spin-Out Transaction on the terms contemplated herein and, in particular, shall take the following steps:

- (a) Broadway shall provide to MindMed confirmation, as soon as reasonably practicable after the execution of this Agreement, that Broadway has made an initial submission to the Exchange for the Exchange’s preliminary approval regarding the transactions to be carried out in connection with the Arrangement in accordance with applicable Exchange policies;
- (b) following execution of this Agreement, Broadway shall apply to the Court pursuant to Part 9, Division 5 of the BCBCA for an Interim Order providing for, among other things, the calling and holding of the Broadway Meeting for the purpose of considering and, if deemed advisable, approving the Arrangement and in connection therewith shall inform the Court that upon approval from the Court and consummation of the Arrangement, the Parties intend to rely on Section 3(a)(10) under the U.S. Securities Act to issue Broadway Subordinate Voting Shares or Broadway Multiple Voting Shares (as the case may be) and Broadway Replacement Warrants to MindMed Shareholders and holders of MindMed Warrants, respectively, in connection with the Merger and Spinco Common Shares to Broadway Shareholders in connection with the Spinout Transaction, where in each case such shareholders are residing in the United States, without registration under the U.S. Securities Act. In order to ensure the availability of such exemption, the Parties agree that the Arrangement (including the Merger and the Spinout Transaction) shall be carried out on the following basis:

- (i) the Arrangement shall be subject to the approval of the Court;
- (ii) prior to the hearing required to approve the Arrangement, the Court will be advised as to the intention of the Parties to rely on Section 3(a)(10) under the U.S. Securities Act with respect to the issuance of Broadway Subordinate Voting Shares or Broadway Multiple Voting Shares (as the case may be) and Broadway Replacement Warrants and Spinco Common Shares pursuant to the Arrangement based on the Court's approval of the Arrangement;
- (iii) the Court shall be required to satisfy itself as to the substantive and procedural fairness of the Arrangement to the Broadway Shareholders, the MindMed Shareholders and the holders of MindMed Warrants subject to the Arrangement;
- (iv) the Final Order shall expressly state that the Arrangement is approved by the Court as being fair to the Broadway Shareholders, the MindMed Shareholders and the holders of MindMed Warrants to whom securities shall be issued;
- (v) Broadway and MindMed shall ensure that each Broadway Shareholder and MindMed Shareholder, as applicable, shall be given adequate, appropriate and timely notice advising them of their right to attend the hearing of the Court to give approval of the Arrangement and providing them with sufficient information necessary for them to exercise that right;
- (vi) all persons entitled to receive Broadway Subordinate Voting Shares or Broadway Multiple Voting Shares (as the case may be), Broadway Replacement Warrants and Spinco Common Shares pursuant to the Arrangement shall be advised that such securities have not been registered under the U.S. Securities Act and shall be issued by each of Broadway and Spinco, respectively, in reliance on the exemption from the registration requirements of the U.S. Securities Act provided by Section 3(a)(10) of the U.S. Securities Act and may be subject to restrictions on resale under the securities laws of the United States, including, as applicable, Rule 144 under the U.S. Securities Act with respect to affiliates of Broadway, MindMed and Spinco after the Effective Time or within 90 days prior to the Effective Time;
- (vii) the Interim Order shall specify that each Person entitled to receive Broadway Subordinate Voting Shares or Broadway Multiple Voting Shares (as the case may be), Broadway Replacement Warrants and Spinco Common Shares pursuant to the Arrangement shall have the right to appear before the Court at the hearing of the Court to give approval of the Arrangement so long as such Person files and delivers an appearance within a reasonable time; and
- (viii) the Final Order shall include a statement substantially to the following effect: "This Order shall serve as a basis of a claim to an exemption, pursuant to Section 3(a)(10) of the United States Securities Act of 1933, as amended, from the registration requirements otherwise imposed by that act, regarding the distribution of securities of Broadway Gold Mining Inc. and Spinco, pursuant to or in connection with the Plan of Arrangement";

- (c) Broadway shall call the Broadway Meeting for the purpose of considering and, if deemed advisable, approving the transactions comprising the Arrangement in accordance with Exchange policies and applicable laws;
- (d) MindMed shall call the MindMed Meeting for the purpose of considering and, if deemed advisable, approving the Merger and related transactions;
- (e) Broadway, as sole shareholder of Delaware Subco, shall approve the Merger;
- (f) Broadway, as sole shareholder of Spinco, shall approve the Spin-Out Transaction;
- (g) Broadway shall, if the Arrangement, Name Change, Consolidation and Authorized Capital Amendment are approved by the shareholders of Broadway and MindMed in accordance with the articles of Broadway, the policies of the Exchange, the laws of Delaware, the BCBCA and the Interim Order, proceed to make application for the Final Order as soon as reasonably practicable after the date on which the Broadway Meeting is held, and shall diligently prosecute the application for the Final Order (in accordance with and subject to the terms of the Interim Order);
- (h) as soon as practicable after receipt of the Final Order, Broadway shall apply to the Exchange for its final consent to completion and effectiveness of the Arrangement;
- (i) if the Final Order is obtained, subject to the satisfaction, waiver or release of the conditions set out in this Agreement, including receipt of all outstanding approvals, Broadway will complete the Consolidation, Name Change and Authorized Capital Amendment, Broadway and Spinco will complete the Spin-Out Transaction, the Merging Corporations will complete the Merger and Broadway will file a certified copy of the Final Order and such other documents as are required to be filed under the BCBCA for acceptance by the Registrar to give effect to the Arrangement pursuant to Section 291(4) of the BCBCA; and
- (j) immediately following the filing of the Final Order with the Registrar, Broadway, MindMed as the surviving corporation pursuant to the Merger and Spinco shall take such other steps as may be necessary to give effect to the Plan of Arrangement, including issuance and delivery of certificates (or direct registration or other book-entry system confirmations) and other documents representing the securities of Broadway (with respect to the Merger) and Spinco (with respect to the Spin-Out Transaction) to be issued or transferred, as the case may be, to the Broadway securityholders, as contemplated in the Plan of Arrangement.

2.2 Plan of Arrangement:

The Plan of Arrangement shall provide, among other things, that:

- (a) effective at twenty (20) minutes prior to the Effective Time, each outstanding Broadway Common Share in respect of which a Dissenting Broadway Shareholder has exercised (and not withdrawn) Dissent Rights shall be transferred by the Dissenting Broadway Shareholder, without any further act or formality on its part, free and clear of all liens, claims and encumbrances, to Broadway, with Broadway being obligated to pay therefor the amount determined and payable in accordance with Article 5 of the Plan of Arrangement and the name of such Dissenting

Broadway Shareholder will be removed from the register of holders of Broadway Common Shares and each such Broadway Common Share transferred by a Dissenting Broadway Shareholder to Broadway shall be cancelled;

- (b) effective at fifteen (15) minutes prior to the Effective Time, Broadway shall, in the following order, complete (i) the Consolidation; (ii) the Name Change, and (iii) the Authorized Capital Amendment, and registered Broadway Shareholders will be entitled to receive Broadway Certificates giving effect to the Consolidation, Name Change and Authorized Capital Amendment;
- (c) effective at ten (10) minutes prior to the Effective Time, Broadway will transfer the Transferred Assets to Spinco and Spinco will assume the Assumed Liabilities in accordance with the Transfer Agreement in consideration for that number of Spinco Common Shares (the “**Spinco Distribution Shares**”) as is equal to the number of Broadway Common Shares issued and outstanding immediately prior to the Effective Time (for greater certainty, on a pre-Consolidation basis) less the number of Broadway Common Shares transferred to Broadway pursuant to dissent rights exercised by Dissenting Broadway Shareholders;
- (d) effective at five (5) minutes prior to the Effective Time, the Spinco Distribution Shares will be distributed to the holders of Broadway Common Shares (other than a Dissenting Broadway Shareholder) on a pro-rata basis and the Spinco Incorporation Share shall be cancelled for no consideration and Broadway shall be removed as the holder of the Spinco Incorporation Share from the register of Spinco Common Shares;
- (e) effective at the Effective Time, Delaware Subco, in accordance with the DGCL, shall merge with and into MindMed and MindMed shall continue as the surviving corporation under the laws of the State of Delaware in the manner set out in Appendix II attached to the Plan of Arrangement, and each of the following will occur:
 - (i) in accordance with the constating documents of MindMed, each issued and outstanding MindMed Class B Share, MindMed Class C Share and MindMed Class D Share shall automatically convert into one fully-paid, non-assessable share of MindMed Class A Share;
 - (ii) each issued and outstanding MindMed Class A Share (including all MindMed Class A Shares issued on automatic conversion of the MindMed Class B Shares, MindMed Class C Shares and MindMed Class D Shares set out in subsection 2.2(e)(i) above) shall be exchanged for either (A) one (1) Broadway Common Share or (B) one/hundredth (1/100) of a Broadway Multiple Voting Share (as determined by Broadway and MindMed), and thereafter the MindMed Class A Shares shall be cancelled without any repayment in respect thereof;
 - (iii) each issued and outstanding MindMed Warrant shall be exchanged for one Broadway Replacement Warrant;
 - (iv) each share of common stock, par value \$0.001 per share, of Delaware Subco, issued and outstanding immediately prior to the Effective Time,

shall be converted into and become one validly issued, fully paid and non-assessable MindMed Common Share of MindMed after the Merger; and

- (v) in consideration of the Broadway Subordinate Voting Shares or Broadway Multiple Voting Shares (as the case may be) and Broadway Replacement Warrants issued pursuant to section 2.2(e)(ii) and (iii) above, respectively, MindMed (as the surviving corporation in connection with the Merger) will issue 1,000 MindMed Common Shares to Broadway and, other than the MindMed Common Shares issued pursuant to Section 2.2(e)(iv) above, such shares shall constitute the only outstanding shares of capital stock of MindMed after the Merger.
- (f) to the extent that an exchange of securities of MindMed in accordance with subclauses (b), (c) and (e)(ii) above would result in a right to a fraction of a Broadway Subordinate Voting Share or Broadway Multiple Voting Share (as the case may be), such right shall be exercisable in respect of such fraction only in combination with other fractions which in the aggregate entitle the holder to acquire a whole Broadway Common Share, and thereafter any remaining fraction shall be rounded to the nearest whole number with any fraction of one-half or greater being rounded to the next higher whole number and any fraction of less than one-half being rounded to the next lower whole number; and no fraction of a Broadway Subordinate Voting Share or Broadway Multiple Voting Share shall be issued.

2.3 Effective Date of Arrangement

The Arrangement shall become effective on the Effective Date and the steps to be carried out pursuant to the Plan of Arrangement will become effective as set forth above immediately after one another in the sequence set out therein or as otherwise specified in the Plan of Arrangement. It is the intention of the Parties that all of the steps set out in section 2.2(a) through (e) shall become effective, or none of them will, unless otherwise agreed to in writing by the Parties, subject to the terms of the Final Order and all required Exchange, shareholder and regulatory approvals and otherwise in accordance with the Plan of Arrangement.

2.4 Commitment to Effect Arrangement

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

2.5 Interim and Final Order

Subject to the satisfaction of the terms and conditions contained in this Agreement, Broadway covenants and agrees that it will, as soon as reasonably practicable, apply to the Court for the Interim Order, such application providing for, among other things, the calling and holding of the Broadway Meeting for the purpose of, among other matters, the Broadway Shareholders considering and, if deemed advisable, approving the Arrangement Resolution, and that, if the approval by the Broadway Shareholders of the Arrangement Resolution as set forth in the Interim Order is obtained by Broadway, as soon as reasonably practicable thereafter Broadway will take the necessary steps to submit the

Arrangement to the Court and apply for the Final Order, requesting an order of the Court approving the transactions contemplated herein and the procedural and substantive fairness of the terms and conditions of the exchange, after notice and a hearing upon the fairness of such terms and conditions at which all Broadway Shareholders have the right to appear.

2.6 Effective Date

Subject to the rights of termination contained in Article 6 hereof, upon Broadway obtaining the Final Order and the other conditions contained in Article 5 hereof being complied with or waived, Broadway, Spinco, Delaware Subco and MindMed shall execute and deliver such other documents, if any, as may be required in order to effect the Arrangement and the Arrangement shall become effective on the Effective Date.

2.7 Tax Covenants

For all United States income tax purposes, the parties hereto intend for the Merger to qualify as a tax-free reorganization under Section 368(a) of the Code and shall report the Merger for all United States income tax purposes consistent therewith, and shall not take any position inconsistent with this Section 2.7 in the course of any tax audit, tax review or tax litigation matter relating hereto. The parties hereto further covenant and agree that they will not engage in any action, or fail to take any action, which action or failure to take action would reasonably be expected to cause the Merger to fail to qualify as a tax-free reorganization under Section 368(a) of the Code, whether or not otherwise permitted by the provisions of this Agreement. The parties hereto adopt this Agreement together with the Plan of Arrangement as a “plan of reorganization” within the meaning of Treasury Regulations Sections 1.368-2(g) and 1.368-3(a).

2.8 MindMed Financing

Broadway expressly acknowledges and agrees that MindMed may conduct a concurrent financing of securities of MindMed following the date hereof and prior to the Effective Date, despite anything to the contrary herein (a “**MindMed Financing**”), and, for greater certainty, further acknowledges and agrees that any MindMed Financing may include MindMed Warrants, which shall be exchanged for equivalent convertible securities of Broadway in connection with the Arrangement and Broadway hereby consents to the MindMed Financing for all purposes of this Agreement.

3. Representations and Warranties

3.1 Representations and Warranties of Broadway

Broadway hereby represents and warrants to and in favour of MindMed that:

- (a) Broadway has been duly incorporated and is a valid and subsisting corporation under the provisions of the BCBCA, has all requisite corporate power and authority to carry on its business as now being carried on by it and to own or lease and operate its properties and assets and is duly licensed or otherwise qualified to carry on business in each jurisdiction in which a material amount of its business is conducted or wherein the character of the properties and assets now owned by it makes such qualification necessary;
- (b) as of the date hereof, (i) the authorized capital of Broadway consists of an unlimited number of common shares without par value, of which 48,660,204 (pre-

Consolidation) Broadway Common Shares are issued and outstanding as fully paid and non-assessable shares, and (ii) the convertible securities of Broadway as set out in Schedule “D” hereto;

- (c) Broadway is, and will have been for a period of at least four months prior to the Effective Date, a reporting issuer pursuant to the *Securities Act* (British Columbia) and the *Securities Act* (Alberta) in good standing and in compliance with its obligations under such legislation and the rules and regulations thereunder; has not been the subject of a cease trade order or, to its knowledge, an investigation under any applicable securities laws; and has not been the subject of any investigation by the Exchange or any other regulatory or administrative authority or body;
- (d) the Broadway Common Shares are currently listed and posted for trading on the Exchange;
- (e) the execution, delivery and performance of this Agreement and the agreements, documents and transactions contemplated herein are within the corporate power and authority of Broadway and have been duly authorized by all necessary corporate action and this Agreement constitutes a valid and binding obligation of Broadway, enforceable in accordance with its terms subject only to the following qualifications:
 - (i) an order of specific performance and an injunction are discretionary remedies and, in particular, may not be available where damages are considered an adequate remedy; and
 - (ii) enforcement may be limited by bankruptcy, insolvency, liquidation, reorganization, reconstruction and other similar laws generally affecting the enforceability of creditors' rights;
- (f) Broadway does not own nor has it agreed to acquire, directly or indirectly, any of the outstanding shares or securities convertible into shares of any other corporation or any participating interest in any Person other than Spinco, Delaware Subco and Madison Subsidiary (in all of which Broadway holds 100% of the issued and outstanding securities). Each of Spinco, Delaware Subco and Madison Subsidiary is a corporation incorporated and subsisting under the laws of its jurisdiction of incorporation. All issued shares or other interests of each of Spinco, Delaware Subco and Madison Subsidiary held by Broadway have been duly and validly allotted and issued and are outstanding as fully paid and non-assessable shares or other interests in the capital of each of them and Broadway is the registered and beneficial owner of all such shares;
- (g) Broadway does not have any outstanding agreements, subscriptions, warrants, options or commitments, nor has it granted any rights or privileges capable of becoming an agreement, subscription, warrant, option or commitment, obligating Broadway to issue any additional shares or other securities other than as contemplated herein and as set out in Schedule “C”;
- (h) the unaudited consolidated financial statements of Broadway for the nine month period ended May 31, 2019 and the audited consolidated financial statements of Broadway for the year ended August 31, 2018 present fairly the financial condition

and results of operations of Broadway as at each of such dates and for the financial periods then ended and have been prepared in accordance with IFRS;

- (i) since August 31, 2018, there has been no material adverse change in the business, operations, properties, assets or condition, financial or otherwise, of Broadway from that shown in the audited financial statements of Broadway as at August 31, 2018, except as disclosed in the Broadway Public Disclosure;
- (j) Broadway is the direct or indirect beneficial owner of the properties and assets described as being owned by it in the Broadway Public Disclosure with good and marketable title thereto free and clear of material encumbrances, except as disclosed in the Broadway Public Disclosure;
- (k) Broadway does not have any liability or obligation including, without limitation, Tax liabilities, whether accrued, absolute, contingent or otherwise, not reflected in its audited financial statements for the year ended August 31, 2018, except liabilities and obligations incurred in the ordinary course of its business, which liabilities and obligations are not materially adverse in the aggregate, and there are reasonable grounds for believing that (i) Broadway is, and will be able to, pay its liabilities as they become due, (ii) the realizable value of Broadway's assets will not be less than the aggregate of its liabilities and stated capital of all classes and (iii) no creditor will be prejudiced by the Arrangement;
- (l) the corporate records and minute books of Broadway as required to be maintained by it under the BCBCA are up to date and contain complete and accurate minutes of all meetings of the directors and shareholders and all resolutions consented to in writing;
- (m) except as described in the Broadway Public Disclosure, there are no actions, suits, proceedings, investigations or outstanding claims or demands, whether or not purportedly on behalf of Broadway, instituted, pending or, to the knowledge of Broadway, threatened against or affecting Broadway, at law or in equity or before or by any governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, or before any arbitrator, nor is there any judgment, order, decree or award of any court or other governmental authority having jurisdiction, obtained, pending or, to the knowledge of Broadway, threatened, against Broadway, which would prevent or materially hinder the consummation of the Arrangement or the other transactions contemplated by this Agreement or which would involve the reasonable possibility of any material judgment or liability, whether or not covered by insurance, or which in the aggregate would have a material adverse effect on the business, operations, properties, assets or condition, financial or otherwise, of Broadway;
- (n) Broadway has not declared or paid any dividends or made any distribution of its properties or assets to its shareholders and Broadway has not disposed of any of its properties or assets or incurred any material indebtedness except in the ordinary course of business, except as described in the Broadway Public Disclosure;
- (o) the business of Broadway is being conducted in all material respects in compliance with all applicable laws, regulations and ordinances of all authorities having jurisdiction;

- (p) Neither Broadway nor the Madison Subsidiary is insolvent within the meaning of applicable bankruptcy, insolvency or fraudulent conveyance laws.
- (q) each contract or agreement between Broadway and any other Person which is material to the ownership, use or operation of a material portion of the business, properties or assets of Broadway on a consolidated basis in full force and effect and, to the best of the knowledge and belief of Broadway is valid, binding and enforceable against each of the parties thereto in accordance with its terms and no material breach or default exists in respect thereof on the part of any party thereto and no event has occurred which, with the giving of notice or the lapse of time or both, would constitute such a material breach or default;
- (r) none of the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby or the fulfilment of or compliance with the terms and provisions hereof do or will, nor will they with the giving of notice or the lapse of time or both:
 - (i) violate any provision of any law or administrative regulation or any judicial or administrative order, award, judgment or decree applicable to Broadway,
 - (ii) conflict with any of the terms, conditions or provisions of the Charter Documents of Broadway,
 - (iii) conflict with, result in a breach of, constitute a default under, or accelerate or permit the acceleration of the performance required by, any material agreement, covenant, undertaking, commitment, instrument, judgment, order, decree or award to which Broadway is a party or by which it is bound or to which its property is subject, all as of the Effective Date,
 - (iv) result in the cancellation, suspension or material alteration in the terms of any material licence, permit or authority held by Broadway, or in the creation of any lien, charge, security interest or encumbrance upon any of the material assets of Broadway under any such material agreement, covenant, undertaking, commitment, instrument, judgment, order, decree or award or give to any other Person any interest or rights, including rights of purchase, termination, cancellation or acceleration, under any such material agreement, covenant, undertaking, commitment, instrument, judgment, order, decree or award,
 - (v) require the consent or approval of any third party, including pursuant to any contract or agreement to which Broadway or any subsidiary of Broadway is a party, or gives rise to any right of termination, cancellation, acceleration or similar rights or otherwise nullifies, voids, materially amends all or any portion of any agreement to which Broadway or any of its subsidiaries is a party or gives rise to any liability or loss or results in any payments, claims, demands, loss of payment, forfeiture or similar result in any such agreement, or
 - (vi) give rise to any “change of control”, termination, golden parachute”, bonus, severance or similar payment to any director, officer, consultant or

employee of Broadway that has not been waived, renounced or otherwise rendered not payable to any officer, employee, director or consultant or other person in connection with any of the transactions contemplated herein, the Plan of Arrangement, the Transfer Agreement or any related document;

- (s) to the best knowledge of Broadway, except as disclosed in the Broadway Public Disclosure:
 - (i) there is no material environmental liability, nor factors likely to give rise to any material environmental liability, affecting any of the material properties of Broadway that, individually or in the aggregate, could reasonably be expected to have a material adverse effect upon Broadway; and
 - (ii) Broadway has not materially violated or materially infringed any environmental law now in effect nor has it materially violated or materially infringed any then current environmental law as applied at that time, other than such violations or infringements that, individually or in the aggregate, have not had and could not reasonably be expected to have a material adverse effect upon Broadway;
- (t) Broadway has no material liabilities other than as disclosed herein, including any material liabilities in connection with the discontinued acquisition of certain Namibian mineral property interests as publicly disclosed by way of press release on June 3, 2019 and other than (i) as disclosed in writing to MindMed or (ii) incurred in the ordinary course of business of Broadway and disclosed in the Broadway Public Disclosure;
- (u) Broadway has its assets insured against loss or damages as is appropriate to its business and assets, in such amounts and against such risks as are customarily carried and insured against by owners of comparable businesses and assets, and such insurance coverages will be continued in full force and effect to and including the Effective Date other than those insurance coverages in respect of which the failure to continue in full force and effect could not reasonably be expected to have a material adverse effect on Broadway;
- (v) neither Broadway, the Madison Subsidiary or any other subsidiary has given any third party any right of first offer, right of refusal or other rights which would materially impact or impair the ability of the Parties to this Agreement to complete the transactions set out herein, in MindMed's sole discretion, acting reasonably;
- (w) since its inception, Broadway has filed (or has had filed on its behalf) or will file or cause to be filed, all material Tax Returns required by applicable law to be filed prior to or as of the Effective Time other than those Tax Returns the failure of which to file has not had and could not reasonably be expected to have a material adverse effect upon Broadway;
 - (i) all such Tax Returns are, or will be at the time of filing, true, complete and correct in all respects other than in circumstances where the failure of such Tax Returns to be true, complete and correct in all respects has not had and

could not reasonably be expected to have a material adverse effect upon Broadway;

- (ii) Broadway has paid (or has had paid on its behalf) or, where payment is not yet due, has established (or has had established on its behalf and for its sole benefit and recourse) or will establish or cause to be established on or before the Effective Time an adequate accrual for the payment of all Taxes due with respect to any period ending prior to or as of the Effective Time, except where the failure to pay or establish adequate accruals has not had and could not reasonably be expected to have a material adverse effect upon Broadway;
- (x) no deficiencies for any Taxes have been proposed, asserted or assessed against Broadway other than those Taxes the proposal or assertion of which, or the assessment against, have not had and could not reasonably be expected to have a material adverse effect upon Broadway, and no requests for waivers of the time to assess any such material Taxes are pending;
- (y) Broadway is a taxable Canadian corporation for Canadian tax purposes. There are no circumstances existing as of the date hereof that could result in the application of one or more of Sections 17, 78 or 80 to 80.04 of the Tax Act or any analogous provision of any Law of any province or territory of Canada to Broadway. Broadway is not (i) a party to, bound by, or obligated under any Tax allocation, indemnity, or sharing contract or arrangement; and (ii) is not liable for the Taxes of any other Person;
- (z) the value of consideration paid or received by Broadway in respect of the acquisition, sale or transfer of any property or the provision of any services to or from any person with whom it does not deal at “arm’s length” (as defined for purposes of the Tax Act) has been equal to the fair market value of such property acquired, sold or transferred or services provided. Broadway has made or obtained records or documents that meet the requirements of paragraphs 247(4)(a) to (c) of the Tax Act for all transactions where subsection 247(3) of the Tax Act could apply;
- (aa) the cost amount for purposes of the Tax Act of the Transferred Assets is, as at the date hereof, and will be, immediately prior to the time of the Spin-Out Transaction, not less than the fair market value of the Transferred Assets;
- (bb) all of the non-capital losses described in the Tax Returns filed on or before the date hereof by Broadway for taxation years ending on or before the Closing Date are accurately reflected in the Tax Returns and are available for application under paragraph 111(1)(a) of the Tax Act and are not restricted by any previous acquisition of control (excluding, for greater certainty, any restriction resulting from the acquisition of control resulting from the transactions contemplated by this Agreement);
- (cc) the cost amount for the purposes of the Tax Act of the Madison Shares is, as at the date hereof, and will be, immediately prior to the time of the Spin-Out Transaction, not less than the fair market value of the Madison Shares;

- (dd) Broadway has filed all forms, reports, financial statements and documents (collectively, the “**Broadway Public Disclosure**”) with the applicable securities regulators required to be filed by it pursuant to applicable corporate and securities legislation and the regulations promulgated thereunder, the comparable statutes and regulations of all other Canadian provinces, and the applicable policies and rules of all Canadian provincial securities regulatory authorities having jurisdiction. None of the Broadway Public Disclosure filed by Broadway with the securities regulators or the Exchange, at the time filed or as subsequently amended, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading;
- (ee) at the Effective Date, the Broadway Subordinate Voting Shares and Broadway Multiple Voting Shares (as the case may be) issued in accordance with the Plan of Arrangement will be duly issued as fully paid and non-assessable;
- (ff) the Merger will be consummated in compliance with the material terms of the Agreement and Plan of Arrangement, and, except as described in the attached schedule, none of the material terms and conditions therein have been waived or modified and Broadway has no plan or intention to waive or modify further any such material condition;
- (gg) the ratio for the exchange of shares of stock of MindMed for securities of Broadway in the Merger was negotiated through arm’s length bargaining. Accordingly, to the best knowledge of Broadway the fair market value of the Broadway Common Shares to be received by MindMed stockholders in the Merger will be approximately equal to the fair market value of the MindMed stock surrendered by such stockholders in exchange therefor;
- (hh) neither Broadway nor, to the best knowledge of Broadway, any “related person” with respect to Broadway within the meaning of Treasury Regulation section 1.368-1(e)(4): (i) has purchased or will purchase any MindMed securities with consideration other than Broadway Common Shares, or has furnished cash or other property directly or indirectly in connection with redemptions of MindMed Common Shares or distributions by MindMed to MindMed stockholders, in connection with redemptions of MindMed Common Shares or distributions by MindMed to MindMed stockholders, in connection with or in contemplation of the Merger or (ii) except for cash paid in lieu of fractional interests of Broadway Common Shares pursuant to the Merger, has any plan or intention to purchase, redeem or otherwise reacquire any of the Broadway Common Shares issued in connection with the Merger;
- (ii) as a result of the Merger, Delaware Subco will transfer to MindMed at least ninety percent (90%) of the fair market value of the net assets and at least seventy percent (70%) of the fair market value of the gross assets of Delaware Subco held by it immediately prior to the Merger. For this purpose, amounts used to pay dissenters or to pay reorganization expenses, and all redemptions and distributions (except for regular, normal dividends) made by Delaware Subco immediately prior to the Merger will be considered as assets held by Delaware Subco immediately prior to the Merger. Delaware Subco has not redeemed any of the Delaware Subco stock, made any distribution with respect to any of the Delaware Subco stock, or disposed

of any of its assets in anticipation of or as a part of a plan for the acquisition of Delaware Subco by MindMed;

- (jj) prior to the Merger, Broadway will be in control of Delaware Subco within the meaning of Section 368(c) of the Code;
- (kk) Broadway has no plan or intention to cause MindMed after the Merger to issue additional shares of stock of MindMed that would result in Broadway losing control of MindMed within the meaning of Section 368(c) of the Code;
- (ll) Broadway has no plan or intention to reacquire any of its securities issued in the Merger;
- (mm) Broadway is the owner of all of the outstanding stock of Delaware Subco. Broadway has no plan or intention after the Merger to liquidate MindMed, to merge MindMed into another corporation; to make any extraordinary distribution in respect of its stock in MindMed; to sell or otherwise dispose of the stock of MindMed or to cause MindMed to sell or otherwise dispose of any of the assets of MindMed acquired in the Merger, except for dispositions made in the ordinary course of business or transfers described in Section 368(a)(2)(C) of the Code;
- (nn) the assumption by MindMed of the liabilities of Delaware Subco pursuant to the Merger is, to the best of the knowledge of Broadway, for a bona fide business purpose and the principal purpose of such assumption is not the avoidance of federal income tax on the transfer of assets of Delaware Subco to MindMed pursuant to the Merger;
- (oo) the liabilities of Delaware Subco assumed by MindMed and the liabilities to which the transferred assets of Delaware Subco are subject were incurred by Delaware Subco in the ordinary course of its business. No liabilities of any person other than Delaware Subco will be assumed by MindMed or Broadway in the Merger, and none of the shares of MindMed to be surrendered in exchange for Broadway Common Shares in the Merger will be subject to any liabilities;
- (pp) immediately after the Merger, Broadway intends to cause members of Broadway's "qualified group" (as defined in Treasury Regulation section 1.368-1(d)(4)) to continue the historic business of MindMed or use a significant portion of the historic business assets of MindMed in a business;
- (qq) Broadway, Delaware Subco and, to the best knowledge of Broadway, MindMed will pay their respective expenses, if any, incurred in connection with the Merger. None of Broadway, Delaware Subco, and, to the best knowledge of Broadway, MindMed will pay any of the expenses of the stockholders of MindMed incurred in connection with the Merger;
- (rr) there is no intercorporate indebtedness existing between Broadway and MindMed or between Delaware Subco and MindMed that was issued, acquired, or will be settled at a discount;
- (ss) Broadway is not an investment company as defined in Section 368(a)(2)(F)(iii) and (iv) of the Code;

- (tt) to the best knowledge of Broadway, MindMed is not under the jurisdiction of a court in a Title 11 or similar case within the meaning of Section 368(a)(3)(A) of the Code;
- (uu) on the date of the Merger, to the best knowledge of Broadway the fair market value of the assets of MindMed will exceed the sum of its liabilities (including any liabilities to which its assets are subject);
- (vv) no stock of Delaware Subco will be issued in the Merger;
- (ww) the payment of cash in lieu of fractional shares of stock of MindMed, if any, was not separately bargained for consideration and is being made for the purpose of saving Broadway the expense and inconvenience of issuing fractional shares;
- (xx) to the best knowledge of Broadway, none of the compensation received by any stockholder-employee of MindMed pursuant to any employment, consulting or similar arrangement (including a controlling shareholder employment agreement, if any) is or will be separate consideration for, or allocable to, any of his shares of MindMed stock. None of the securities of Broadway received by any stockholder-employee of MindMed pursuant to the Merger (other than any such shares received in connection with the termination in the Merger of certain stock options to purchase MindMed Common Shares) are or will be separate consideration for, or allocable to, any such employment, consulting or similar arrangement (including a controlling shareholder employment agreement, if any). The compensation paid to any stockholder-employee of MindMed pursuant to any such employment, consulting or similar arrangement (including a controlling shareholder employment agreement, if any) is or will be for services actually rendered and will be commensurate with amounts paid to third parties bargaining at arm's length for similar services; and
- (yy) Broadway has not incurred any liability for brokerage fees, finder's fees, agent's commissions or other similar forms of compensation in connection with this Agreement or the transactions contemplated hereby.

3.2 Representations and Warranties Relating to Spinco

Broadway and Spinco hereby jointly represent and warrant to and in favour of MindMed and Delaware Subco that:

- (a) Spinco has been duly incorporated and is a valid and subsisting corporation under the provisions of the BCBCA, has all requisite corporate power and authority to carry on its business as now being carried on by it and to own or lease and operate its properties and assets and is duly licensed or otherwise qualified to carry on business in each jurisdiction in which a material amount of its business is conducted or wherein the character of the properties and assets now owned by it makes such qualification necessary;
- (b) the authorized capital of Spinco consists of an unlimited number of Spinco Common Shares, of which one Spinco Common Share is issued and outstanding as a fully paid and non-assessable share, which is held by Broadway free and clear of any encumbrances;

- (c) the execution, delivery and performance of this Agreement and the agreements, documents and transactions contemplated herein are within the corporate power and authority of Spinco and have been duly authorized by all necessary corporate action and this Agreement constitutes a legal, valid and binding obligation of Spinco, enforceable against it in accordance with its terms subject only to the following qualifications:
 - (i) an order of specific performance and an injunction are discretionary remedies and, in particular, may not be available where damages are considered an adequate remedy; and
 - (ii) enforcement may be limited by bankruptcy, insolvency, liquidation, reorganization, reconstruction and other similar laws generally affecting the enforceability of creditors' rights;
- (d) Spinco does not have any outstanding agreements, subscriptions, warrants, options or commitments, nor has it granted any rights or privileges capable of becoming an agreement, subscription, warrant, option or commitment, obligating Spinco to issue any additional securities;
- (e) Spinco has no subsidiaries or assets;
- (f) Spinco does not have any liability or obligation including, without limitation, Tax liabilities, whether accrued, absolute, contingent or otherwise, except liabilities and obligations incurred in the ordinary course of its business since the date of its incorporation, being October 11, 2019, which liabilities and obligations are not materially adverse in the aggregate, and there are reasonable grounds for believing that (i) Spinco is able to pay its liabilities as they become due, (ii) the realizable value of Spinco's assets will not be less than the aggregate of its liabilities and stated capital of all classes, and (iii) no creditor will be prejudiced by the Arrangement;
- (g) there are no actions, suits, proceedings, investigations or outstanding claims or demands, whether or not purportedly on behalf of Spinco, instituted, pending or, to the knowledge of Spinco, threatened against or affecting Spinco, at law or in equity or before or by any governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, or before any arbitrator, nor is there any judgment, order, decree or award of any court or other governmental authority having jurisdiction, obtained, pending or, to the knowledge of Spinco, threatened, against Spinco, which would prevent or hinder the consummation of the Arrangement or the other transactions contemplated by this Agreement or which would involve the reasonable possibility of any judgment or liability, whether or not covered by insurance, or which in the aggregate would have a material adverse effect on the business, operations, properties, assets or condition, financial or otherwise, of Spinco;
- (h) Spinco has not declared or paid any dividends or made any distribution of its properties or assets to its shareholders and Spinco has not disposed of any of its properties or assets or incurred any indebtedness except in the ordinary course of business;

- (i) the business of Spinco is being conducted in all material respects in compliance with all applicable laws, regulations and ordinances of all authorities having jurisdiction;
- (j) there are no contracts or agreements between Spinco and any other Person, other than this Agreement;
- (k) none of the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby or the fulfilment of or compliance with the terms and provisions hereof do or will, nor will they with the giving of notice or the lapse of time or both:
 - (i) violate any provision of any law or administrative regulation or any judicial or administrative order, award, judgment or decree applicable to Spinco,
 - (ii) conflict with any of the terms, conditions or provisions of the Charter Documents of Spinco,
 - (iii) conflict with, result in a breach of, constitute a default under, or accelerate or permit the acceleration of the performance required by, any agreement, covenant, undertaking, commitment, instrument, judgment, order, decree or award to which Spinco is a party or by which it is bound or to which its property is subject, all as of the Effective Date, or
 - (iv) result in the cancellation, suspension or alteration in the terms of any licence, permit or authority held by Spinco, or in the creation of any lien, charge, security interest or encumbrance upon any of the assets of Spinco under any such agreement, covenant, undertaking, commitment, instrument, judgment, order, decree or award or give to any other Person any interest or rights, including rights of purchase, termination, cancellation or acceleration under any such agreement, covenant, undertaking, commitment, instrument, judgment, order, decree or award; and
- (l) Spinco has not incurred any liability for brokerage fees, finder's fees, agent's commissions or other similar forms of compensation in connection with this Agreement or the transactions contemplated hereby.

3.3 Representations and Warranties Relating to Delaware Subco

Broadway and Delaware Subco hereby jointly represent and warrant to and in favour of MindMed that:

- (a) Delaware Subco has been duly incorporated and is a valid and subsisting corporation under the laws of the State of Delaware, has all requisite corporate power and authority to carry on its business as now being carried on by it and to own or lease and operate its properties and assets and is duly licensed or otherwise qualified to carry on business in each jurisdiction in which a material amount of its business is conducted or wherein the character of the properties and assets now owned by it makes such qualification necessary;

- (b) the authorized capital of Delaware Subco consists of an unlimited number of Delaware Subco Common Shares, of which one Delaware Subco Common Share is issued and outstanding as a fully paid and non-assessable share, which is held by Broadway free and clear of any encumbrances;
- (c) the execution, delivery and performance of this Agreement and the agreements, documents and transactions contemplated herein are within the corporate power and authority of Delaware Subco and have been duly authorized by all necessary corporate action and this Agreement constitutes a legal, valid and binding obligation of Delaware Subco, enforceable against it in accordance with its terms subject only to the following qualifications:
 - (i) an order of specific performance and an injunction are discretionary remedies and, in particular, may not be available where damages are considered an adequate remedy; and
 - (ii) enforcement may be limited by bankruptcy, insolvency, liquidation, reorganization, reconstruction and other similar laws generally affecting the enforceability of creditors' rights;
- (d) Delaware Subco does not have any outstanding agreements, subscriptions, warrants, options or commitments, nor has it granted any rights or privileges capable of becoming an agreement, subscription, warrant, option or commitment, obligating Delaware Subco to issue any additional securities;
- (e) Delaware Subco has no subsidiaries or assets;
- (f) Delaware Subco does not have any liability or obligation including, without limitation, Tax liabilities, whether accrued, absolute, contingent or otherwise, except liabilities and obligations incurred in the ordinary course of its business since the date of its incorporation, being September 26, 2019, which liabilities and obligations are not materially adverse in the aggregate, and there are reasonable grounds for believing that (i) Delaware Subco is able to pay its liabilities as they become due, (ii) the realizable value of Delaware Subco's assets will not be less than the aggregate of its liabilities and stated capital of all classes, and (iii) no creditor will be prejudiced by the Arrangement;
- (g) there are no actions, suits, proceedings, investigations or outstanding claims or demands, whether or not purportedly on behalf of Delaware Subco, instituted, pending or, to the knowledge of Delaware Subco, threatened against or affecting Delaware Subco, at law or in equity or before or by any governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, or before any arbitrator, nor is there any judgment, order, decree or award of any court or other governmental authority having jurisdiction, obtained, pending or, to the knowledge of Delaware Subco, threatened, against Delaware Subco, which would prevent or hinder the consummation of the Arrangement or the other transactions contemplated by this Agreement or which would involve the reasonable possibility of any judgment or liability, whether or not covered by insurance, or which in the aggregate would have a material adverse effect on the business, operations, properties, assets or condition, financial or otherwise, of Delaware Subco;

- (h) Delaware Subco has not declared or paid any dividends or made any distribution of its properties or assets to its shareholders and Delaware Subco has not disposed of any of its properties or assets or incurred any indebtedness except in the ordinary course of business;
- (i) the business of Delaware Subco is being conducted in all material respects in compliance with all applicable laws, regulations and ordinances of all authorities having jurisdiction;
- (j) there are no contracts or agreements between Delaware Subco and any other Person, other than this Agreement;
- (k) none of the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby or the fulfilment of or compliance with the terms and provisions hereof do or will, nor will they with the giving of notice or the lapse of time or both:
 - (i) violate any provision of any law or administrative regulation or any judicial or administrative order, award, judgment or decree applicable to Delaware Subco,
 - (ii) conflict with any of the terms, conditions or provisions of the Charter Documents of Delaware Subco,
 - (iii) conflict with, result in a breach of, constitute a default under, or accelerate or permit the acceleration of the performance required by, any agreement, covenant, undertaking, commitment, instrument, judgment, order, decree or award to which Delaware Subco is a party or by which it is bound or to which its property is subject, all as of the Effective Date, or
 - (iv) result in the cancellation, suspension or alteration in the terms of any licence, permit or authority held by Delaware Subco, or in the creation of any lien, charge, security interest or encumbrance upon any of the assets of Delaware Subco under any such agreement, covenant, undertaking, commitment, instrument, judgment, order, decree or award or give to any other Person any interest or rights, including rights of purchase, termination, cancellation or acceleration under any such agreement, covenant, undertaking, commitment, instrument, judgment, order, decree or award; and
- (l) Delaware Subco has not incurred any liability for brokerage fees, finder's fees, agent's commissions or other similar forms of compensation in connection with this Agreement or the transactions contemplated hereby.

3.4 Representations and Warranties of MindMed

MindMed hereby represents and warrants to and in favour of Broadway, Spinco and Delaware Subco that:

- (a) MindMed has been duly incorporated and is a valid and subsisting corporation under the laws of the State of Delaware, has all requisite corporate power and

authority to carry on its business as now being carried on by it and to own or lease and operate its properties and assets and is duly licensed or otherwise qualified to carry on business in each jurisdiction in which a material amount of its business is conducted or wherein the character of the properties and assets now owned by it makes such qualification necessary;

- (b) as of the date hereof, (i) 355,000,000 MindMed Class A Shares with a par value of \$0.0001 per share, 50,000,000 MindMed Class B Shares with a par value of \$0.0001 per share, 50,000,000 MindMed Class C Shares with a par value of \$0.0001 per share and 200,000,000 MindMed Class D Shares with a par value of \$0.0001 per share, of which no MindMed Common Shares, 55,000,000 MindMed Class A Shares, 35,000,000 MindMed Class B Shares, 46,993,671 MindMed Class C Shares and 15,000,000 MindMed Class D Shares are issued and outstanding as fully paid and non-assessable shares, and (ii) no convertible securities of MindMed are issued and outstanding other than as set out in Schedule “D”;
- (c) the execution, delivery and performance of this Agreement and the agreements, documents and transactions contemplated herein are within the corporate power and authority of MindMed and have been duly authorized by all necessary corporate action and this Agreement constitutes a legal, valid and binding obligation of MindMed, enforceable against it in accordance with its terms subject only to the following qualifications:
 - (i) an order of specific performance and an injunction are discretionary remedies and, in particular, may not be available where damages are considered an adequate remedy; and
 - (ii) enforcement may be limited by bankruptcy, insolvency, liquidation, reorganization, reconstruction and other similar laws generally affecting the enforceability of creditors' rights;
- (d) MindMed does not have any outstanding agreements, subscriptions, warrants, options or commitments, nor has it granted any rights or privileges capable of becoming an agreement, subscription, warrant, option or commitment, obligating MindMed to issue any additional shares or other securities other than as set out in Schedule “D” or as contemplated in the MindMed Financing;
- (e) MindMed does not own nor has it agreed to acquire, directly or indirectly, any of the outstanding shares or securities convertible into shares of any other corporation or any participating interest in any Person;
- (f) the unaudited financial statements of MindMed and the audited financial statements of MindMed (and, if necessary, the audited and/or unaudited financial statements of Savant Addiction Medicine, LLC and/or Savant HWP, Inc.) to be included in the Information Circular will present fairly the financial condition and results of operations of MindMed as at each of such dates and for the financial periods then ended and have been prepared in accordance with IFRS, except as otherwise stated in the notes to such financial statements;
- (g) since May 30, 2019, there has been no material adverse change in the business, operations, properties, assets or condition, financial or otherwise, of MindMed;

- (h) except for liabilities or obligations to Broadway as set out herein, MindMed has no liability or obligation including, without limitation, tax liabilities, whether accrued, absolute, contingent or otherwise, except liabilities and obligations incurred in the ordinary course of business since May 30, 2019, which liabilities and obligations are not materially adverse in the aggregate, and there are reasonable grounds for believing that (i) MindMed is, and will be able to, pay its liabilities as they become due, (ii) the realizable value of MindMed's assets will not be less than the aggregate of its liabilities and stated capital of all classes and (iii) no creditor will be prejudiced by the Arrangement;
- (i) there are no actions, suits, proceedings, investigations or outstanding claims or demands, whether or not purportedly on behalf of MindMed, instituted, pending or, to the knowledge of MindMed, threatened against or affecting MindMed at law or in equity or before or by any governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, or before any arbitrator, nor is there any judgment, order, decree or award of any court or other governmental authority having jurisdiction, obtained, pending or, to the knowledge of MindMed, threatened against MindMed or any MindMed subsidiary, which would prevent or materially hinder the consummation of the Arrangement or the other transactions contemplated by this Agreement or which would involve the reasonable possibility of any material judgment or liability, whether or not covered by insurance, or which in the aggregate would have a material adverse effect on the business, operations, properties, assets or condition, financial or otherwise, of MindMed;
- (j) MindMed has not declared or paid any dividends or made any distribution of its properties or assets to its shareholders and MindMed has not disposed of any of its properties or assets or incurred any material indebtedness except in the ordinary course of business;
- (k) the business of MindMed is being conducted in all material respects in compliance with all applicable laws, regulations and ordinances of all authorities having jurisdiction;
- (l) MindMed is not insolvent within the meaning of applicable bankruptcy, insolvency or fraudulent conveyance laws
- (m) each contract or agreement between MindMed and any other Person which is material to the ownership, use or operation of a material portion of the business, properties or assets of MindMed is in full force and effect and, to the best of the knowledge and belief of MindMed is valid, binding and enforceable against each of the parties thereto in accordance with its terms and no material breach or default exists in respect thereof on the part of any party thereto and no event has occurred which, with the giving of notice or the lapse of time or both, would constitute such a material breach or default;
- (n) the corporate records and minute books of MindMed as required to be maintained by it under the laws of the State of Delaware are up to date and contain complete and accurate minutes of all meetings of the directors and shareholders and all resolutions consented to in writing;

- (o) none of the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby or the fulfilment of or compliance with the terms and provisions hereof do or will, nor will they with the giving of notice or the lapse of time or both:
 - (i) violate any provision of any law or administrative regulation or any judicial or administrative order, award, judgment or decree applicable to MindMed,
 - (ii) conflict with any of the terms, conditions or provisions of the Charter Documents of MindMed,
 - (iii) conflict with, result in a breach of, constitute a default under, or accelerate or permit the acceleration of the performance required by, any material agreement, covenant, undertaking, commitment, instrument, judgment, order, decree or award to which MindMed is a party or by which any of them is bound or to which the property of any of them is subject, all as of the Effective Date,
 - (iv) result in the cancellation, suspension or material alteration in the terms of any material licence, permit or authority held by MindMed or in the creation of any lien, charge, security interest or encumbrance upon any material assets of MindMed under any such material agreement, covenant, undertaking, commitment, instrument, judgment, order, decree or award or give to any other Person any material interest or rights, including rights of purchase, termination, cancellation or acceleration, under any such material agreement, covenant, undertaking, commitment, instrument, judgment, order, decree or award; or
 - (v) require the consent or approval of any third party, including pursuant to any contract or agreement to which MindMed is a party, or gives rise to any right of termination, cancellation, acceleration or similar rights or otherwise nullifies, voids, materially amends all or any portion of any agreement to which MindMed is a party or gives rise to any liability or loss or results in any payments, claims, demands, loss of payment, forfeiture or similar result in any such agreement;
- (p) to the best knowledge of MindMed:
 - (i) there is no material environmental liability, nor factors likely to give rise to any material environmental liability, affecting any of the material properties of MindMed that, individually or in the aggregate, could reasonably be expected to have a material adverse effect upon MindMed; and
 - (ii) neither MindMed has materially violated or materially infringed any environmental law now in effect nor has any such entity materially violated or materially infringed any then current environmental law as applied at that time, other than such violations or infringements that, individually or in the aggregate, have not had and could not reasonably be expected to have a material adverse effect upon MindMed;

- (q) MindMed has its assets insured against loss or damages as is appropriate to its business and assets, in such amounts and against such risks as are customarily carried and insured against by owners of comparable businesses and assets, and such insurance coverages will be continued in full force and effect to and including the Effective Date other than those insurance coverages in respect of which the failure to continue in full force and effect could not reasonably be expected to have a material adverse effect on MindMed;
- (r) MindMed has not given any third party any right of first offer, right of refusal or other rights which would materially impact or impair the ability of the Parties to this Agreement to complete the transactions set out herein;
- (s) MindMed will file or cause to be filed, all material Tax Returns required by applicable law to be filed prior to or as of the Effective Time other than those Tax Returns the failure of which to file has not had and could not reasonably be expected to have a material adverse effect upon MindMed;
 - (i) all such Tax Returns will be at the time of filing, true, complete and correct in all respects other than in circumstances where the failure of such Tax Returns to be true, complete and correct in all respects could not reasonably be expected to have a material adverse effect upon MindMed;
 - (ii) MindMed will establish or cause to be established on or before the Effective Time an adequate accrual for the payment of all Taxes due with respect to any period ending prior to or as of the Effective Time, except where the failure to pay or establish adequate accruals could not reasonably be expected to have a material adverse effect upon MindMed;
- (t) no deficiencies for any Taxes have been proposed, asserted or assessed against MindMed other than those Taxes the proposal or assertion of which, or the assessment against, have not had and could not reasonably be expected to have a material adverse effect upon MindMed and no requests for waivers of the time to assess any such material Taxes are pending;
- (u) the Merger will be consummated in compliance with the material terms of this Agreement and Plan of Arrangement, and, except as described in the attached schedule, none of the material terms and conditions therein have been waived or modified and MindMed has no plan or intention to waive or modify further any such material condition;
- (v) the ratio for the exchange of securities of MindMed for securities of Broadway in the Merger was negotiated through arm's length bargaining. Accordingly, the fair market value of the Broadway Common Shares to be received by MindMed stockholders in the Merger will be approximately equal to the fair market value of the MindMed stock surrendered by such stockholders in exchange therefor;
- (w) prior to and in connection with the Merger, (i) MindMed has not redeemed (and will not redeem other than in accordance with its certificate of incorporation as amended or restated from time to time) any MindMed Common Shares and has not made (and will not make) any extraordinary distributions with respect thereto and (ii) the persons that are related to MindMed within the meaning of Treasury

Regulation section 1.368-1(e)(4) (determined without regard to Treasury Regulation section 1.368-1(e)(4)(i)(A)), have not acquired (and will not acquire) MindMed Common Shares from any holder thereof with consideration other than either MindMed Common Shares from any holder thereof with consideration other than either MindMed stock or Broadway stock as of the Effective Time;

- (x) as a result of the Merger, Delaware Subco will transfer to MindMed at least ninety percent (90%) of the fair market value of the net assets and at least seventy percent (70%) of the fair market value of the gross assets of Delaware Subco held by it immediately prior to the Merger. For this purpose, amounts used to pay dissenters or to pay reorganization expenses, and all redemptions and distributions (except for regular, normal dividends) made by Delaware Subco immediately prior to the Merger will be considered as assets held by Delaware Subco immediately prior to the Merger. Delaware Subco has not redeemed any of the Delaware Subco stock, made any distribution with respect to any of the Delaware Subco stock, or disposed of any of its assets in anticipation of or as a part of a plan for the acquisition of Delaware Subco by MindMed;
- (y) the assumption by MindMed of the liabilities of Delaware Subco pursuant to the Merger is for a bona fide business purpose and the principal purpose of such assumption is not the avoidance of federal income tax on the transfer of assets of Delaware Subco to MindMed pursuant to the Merger;
- (z) the liabilities of Delaware Subco assumed by MindMed and the liabilities to which the transferred assets of Delaware Subco are subject were incurred by Delaware Subco in the ordinary course of its business. No liabilities of any person other than Delaware Subco will be assumed by MindMed or Broadway in the Merger, and none of the securities of MindMed to be surrendered in exchange for Broadway Common Shares in the Merger will be subject to any liabilities;
- (aa) Broadway, Delaware Subco and MindMed will pay their respective expenses, if any, incurred in connection with the Merger. None of Broadway, Delaware Subco, and MindMed will pay any of the expenses of the stockholders of MindMed incurred in connection with the Merger;
- (bb) there is no intercorporate indebtedness existing between Broadway and MindMed or between Delaware Subco and MindMed that was issued, acquired, or will be settled at a discount;
- (cc) MindMed is not an investment company as defined in Section 368(a)(2)(F)(iii) and (iv) of the Code;
- (dd) MindMed is not under the jurisdiction of a court in a Title 11 or similar case within the meaning of Section 368(a)(3)(A) of the Code;
- (ee) on the date of the Merger, the fair market value of the assets of MindMed will exceed the sum of its liabilities (including any liabilities to which its assets are subject).
- (ff) no stock of Delaware Subco will be issued in the Merger;

- (gg) the payment of cash in lieu of fractional shares of stock of MindMed was not separately bargained for consideration and is being made for the purpose of saving Broadway the expense and inconvenience of issuing fractional shares;
- (hh) none of the compensation received by any stockholder-employee of MindMed pursuant to any employment, consulting or similar arrangement (including a controlling shareholder employment agreement) is or will be separate consideration for, or allocable to, any of his shares of MindMed stock. None of the securities of Broadway received by any stockholder-employee of MindMed pursuant to the Merger (other than any such shares received in connection with the termination in the Merger of certain stock options to purchase MindMed Common Shares) are or will be separate consideration for, or allocable to, any such employment, consulting or similar arrangement (including the Controlling Shareholder Employment Agreement). The compensation paid to any stockholder-employee of MindMed pursuant to any such employment, consulting or similar arrangement (including a controlling shareholder employment agreement) is or will be for services actually rendered and will be commensurate with amounts paid to third parties bargaining at arm's length for similar services; and
- (ii) MindMed has not incurred any liability for brokerage fees, finder's fees, agent's commissions or other similar forms of compensation in connection with this Agreement or the transactions contemplated hereby.

3.5 The representations and warranties made by the Parties and contained in this Agreement shall survive the execution and delivery of this Agreement and shall expire and be terminated and extinguished on the Effective Date. Any investigation by Broadway or MindMed and their respective advisors shall not mitigate, diminish or affect the representation and warranties contained in this Agreement.

4. Covenants

4.1 Covenants of Broadway

Broadway hereby covenants and agrees with each of Spinco, MindMed and Delaware Subco as follows:

- (a) Broadway will carry on business in the ordinary course and will not enter into any transaction or incur any obligation or liability out of the ordinary course of business, except as contemplated in this Agreement, and shall maintain its status as a reporting issuer not in default in each of the jurisdictions in which it is currently a reporting issuer;
- (b) Broadway will not merge into or with, or amalgamate or consolidate with, or enter into any other corporate reorganization with, any other Person or perform any act or enter into any transaction or negotiation which interferes or is inconsistent with the completion of the transactions contemplated hereby or would render inaccurate in any material way any of the representations and warranties set forth in Section 3.1 if such representations and warranties were made at a date subsequent to such act, negotiation or transaction and all references to the date of this Agreement were deemed to be such later date, except as contemplated in this

Agreement, and, without limiting the generality of the foregoing, Broadway will not:

- (i) make any distribution by way of dividend, return of capital or otherwise to or for the benefit of its shareholders other than as set out herein and in the Plan of Arrangement,
 - (ii) issue any shares or other securities convertible into or exchangeable for shares, other than the issuance of Broadway Common Shares in accordance with the convertible securities set out in Schedule “C” hereto, or enter into any commitment or agreement therefore;
 - (iii) make any payment to any director, officer or employee except pursuant to existing arrangements; or
 - (iv) increase or decrease its paid-up capital;
- (c) Broadway will not alter or amend its Charter Documents as the same exist at the date of this Agreement, except as contemplated herein or in the Information Circular;
- (d) Broadway will not engage in any business, enterprise or activity materially different from that carried on by it at the date of this Agreement or enter into any transaction or incur any obligation if the same would have a material adverse effect on Broadway or the Arrangement, other than in the ordinary course of business;
- (e) Broadway will:
- (i) call the Broadway Meeting in accordance with the provisions of National Instrument 54-101 and the terms of the Interim Order within three Business Days of receipt of Exchange conditional acceptance for filing of the Arrangement and in any event not later than November 30, 2019;
 - (ii) Broadway will nominate the candidates identified by MindMed for election to the Board of Directors at the Broadway Meeting, which shall be set at seven directors, such candidates to take office effective as of the Effective Date (the “**Director Election**”);
 - (iii) solicit proxies to be voted at the Broadway Meeting in favour of the approval of the Arrangement and the other matters incidental to the Arrangement, including the Name Change, the Consolidation, the Authorized Capital Amendment and the Director Election;
 - (iv) recommend to its shareholders that they approve the Arrangement;
- (f) Broadway will, in a timely and expeditious manner, prepare and file the Information Circular in all jurisdictions where it is required to be filed and mail the same to its shareholders in accordance with applicable law, and will cause Spinco to prepare the Spinco Financial Statements for inclusion in the Information Circular;

- (g) Broadway will do all such other acts and things as may be necessary or required in order to give effect to the Arrangement and, without limiting the generality of the foregoing, Broadway will use its reasonable commercial efforts to apply for and obtain:
 - (i) the approvals of the shareholders of Broadway required to obtain acceptance for filing of the Arrangement by the Exchange, and
 - (ii) such other consents, orders and approvals as counsel may advise are necessary or desirable for the implementation of the Arrangement, including those referred to in Section 5.1;
- (h) Broadway will do all such other acts and things as may be necessary or required in order to give effect to the Arrangement and, without limiting the generality of the foregoing, Broadway will use its reasonable commercial efforts to apply for and obtain:
 - (i) the Interim Order as provided in Section 4.7;
 - (ii) the Final Order as provided in Section 4.7; and
 - (iii) such other consents, orders and approvals as counsel may advise are necessary or desirable for the implementation of the Arrangement, including those referred to in Section 5.1;
- (i) Broadway will use its reasonable commercial efforts to cause each of the conditions precedent set forth in Article Five to be complied with on or before the Effective Date;
- (j) the Information Circular will not contain an untrue statement of a material fact concerning Broadway and will not omit to state a material fact concerning Broadway that is required to be stated to make a statement contained therein not misleading in the light of the circumstances in which it is made;
- (k) Broadway agrees to execute joint elections under subsection 85(1) or 85(2) of the Tax Act or any equivalent provincial legislation with any Canadian MindMed Shareholder with respect to the exchange by the Canadian MindMed Shareholder of MindMed Shares to Broadway if such Canadian MindMed Shareholder delivers to Broadway a duly completed election form to make the joint election pursuant to subsection 85(1) or 85(2) of the Tax Act. Broadway will not be required to execute any election that is received by Broadway more than 60 days after the Closing Date. If Broadway receives a properly completed election within 60 days of the Closing Date, Broadway will sign and return such election to the Canadian MindMed Shareholder. Broadway will not be responsible for the proper completion of any election, except for the obligation of Broadway to sign and return to the Canadian MindMed Shareholder a duly completed election that is received by Broadway within 60 days of the Closing Date. Each Canadian MindMed Shareholder shall be solely responsible for filing any such election form with the Canada Revenue Agency and any applicable provincial governmental entity. Broadway will not be responsible or liable for taxes, interest, penalties,

damages or expenses resulting from the failure by anyone to properly complete or file any election;

4.2 Covenants of Spinco

Spinco hereby covenants and agrees with each of Broadway, MindMed and Delaware Subco as follows:

- (a) Spinco will carry on business in the ordinary course and will not enter into any transaction or incur any obligation or liability out of the ordinary course of business, except as contemplated in this Agreement;
- (b) Spinco will not merge into or with, or amalgamate or consolidate with, or enter into any other corporate reorganization with, any other Person or perform any act or enter into any transaction or negotiation which interferes or is inconsistent with the completion of the transactions contemplated hereby or would render inaccurate in any material way any of the representations and warranties set forth in Section 3.2 if such representations and warranties were made at a date subsequent to such act, negotiation or transaction and all references to the date of this Agreement were deemed to be such later date, except as contemplated in this Agreement, and, without limiting the generality of the foregoing, Spinco will not:
 - (i) make any distribution by way of dividend, return of capital or otherwise to or for the benefit of its shareholders,
 - (ii) issue any shares or other securities convertible into or exchangeable for shares or enter into any commitment or agreement therefor, or
 - (iii) increase or decrease its paid-up capital;
- (c) Spinco will not alter or amend its Charter Documents as the same exist at the date of this Agreement, except as contemplated in this Agreement;
- (d) Spinco will not engage in any business, enterprise or activity materially different from that carried on by it at the date of this Agreement or enter into any transaction or incur any obligation if the same would have a material adverse effect on Spinco or the Arrangement, other than in the ordinary course of business, except as contemplated in this Agreement;
- (e) Spinco will do all such other acts and things as may be necessary or required in order to give effect to the Arrangement and, without limiting the generality of the foregoing, Spinco will use its reasonable commercial efforts to apply for and obtain all such other consents, orders and approvals as counsel may advise are necessary or desirable for the implementation of the Arrangement, including those referred to in Section 5.1;
- (f) Spinco will use its reasonable commercial efforts to cause each of the conditions precedent set forth in Article 5 hereof to be complied with on or before the Effective Date; and

- (g) the Information Circular will not contain an untrue statement of a material fact concerning Spinco and will not omit to state a material fact concerning Spinco that is required to be stated to make a statement contained therein not misleading in the light of the circumstances in which it is made.

4.3 Covenants of Delaware Subco

Delaware Subco hereby covenants and agrees with each of Broadway, Spinco and MindMed as follows:

- (a) Delaware Subco will carry on business in the ordinary course and will not enter into any transaction or incur any obligation or liability out of the ordinary course of business, except as contemplated in this Agreement;
- (b) Delaware Subco will not merge into or with, or amalgamate or consolidate with, or enter into any other corporate reorganization with, any other Person or perform any act or enter into any transaction or negotiation which interferes or is inconsistent with the completion of the transactions contemplated hereby or would render inaccurate in any material way any of the representations and warranties set forth in Section 3.3 if such representations and warranties were made at a date subsequent to such act, negotiation or transaction and all references to the date of this Agreement were deemed to be such later date, except as contemplated in this Agreement, and, without limiting the generality of the foregoing, Delaware Subco will not:
 - (i) make any distribution by way of dividend, return of capital or otherwise to or for the benefit of its shareholders,
 - (ii) issue any shares or other securities convertible into or exchangeable for shares or enter into any commitment or agreement therefor, or
 - (iii) increase or decrease its paid-up capital;
- (c) Delaware Subco will not alter or amend its Charter Documents as the same exist at the date of this Agreement, except as contemplated in this Agreement;
- (d) Delaware Subco will not engage in any business, enterprise or activity materially different from that carried on by it at the date of this Agreement or enter into any transaction or incur any obligation if the same would have a material adverse effect on Delaware Subco or the Arrangement, other than in the ordinary course of business, except as contemplated in this Agreement;
- (e) Delaware Subco will do all such other acts and things as may be necessary or required in order to give effect to the Arrangement and, without limiting the generality of the foregoing, Delaware Subco will use its best efforts to apply for and obtain all such other consents, orders and approvals as counsel may advise are necessary or desirable for the implementation of the Arrangement, including those referred to in Section 5.1;

- (f) Delaware Subco will use all reasonable efforts to cause each of the conditions precedent set forth in Article 5 hereof to be complied with on or before the Effective Date; and
- (g) the Information Circular will not contain an untrue statement of a material fact concerning Delaware Subco and will not omit to state a material fact concerning Delaware Subco that is required to be stated to make a statement contained therein not misleading in the light of the circumstances in which it is made.

4.4 Covenants of MindMed

MindMed hereby covenants and agrees with each of Broadway, Spinco and Delaware Subco as follows:

- (a) MindMed will carry on business in the ordinary course in accordance with its Business Plan;
- (b) MindMed will not merge into or with, or amalgamate or consolidate with, or enter into any other corporate reorganization with, any other corporation or person or perform any act or enter into any transaction or negotiation which interferes or is inconsistent with the completion of the transactions contemplated hereby or would render inaccurate in any material respect any of the representations and warranties set forth in Section 3.4 if such representations and warranties were made at a date subsequent to such act, negotiation or transaction and all references to the date of this Agreement were deemed to be such later date, except as contemplated in this Agreement, and, without limiting the generality of the foregoing, MindMed will not:
 - (i) make any distribution by way of dividend, return of capital or otherwise to or for the benefit of its shareholders, or
 - (ii) increase or decrease its paid-up capital other than in connection with a MindMed Financing;
- (c) MindMed will not alter or amend its Charter Documents as the same exist at the date of this Agreement, except to increase its authorized capital or to create the MindMed Common Shares;
- (d) MindMed will not engage in any business, enterprise or activity materially different from that carried on by it at the date of this Agreement or enter into any transaction or incur any obligation if the same would have a material adverse effect on MindMed or the Arrangement, other than in the ordinary course of business, except as contemplated in this Agreement;
- (e) MindMed will:
 - (i) convene the MindMed Meeting;
 - (ii) solicit proxies to be voted at the MindMed Meeting in favour of the approval of this Agreement, the Merger and the other matters incidental to the Arrangement; and

- (iii) recommend to its shareholders that they approve the Merger;
- (f) MindMed will, in a timely and expeditious manner, prepare the information required to be disclosed in the Information Circular in respect of it, including all financial statement disclosure in accordance with applicable law and in accordance with the Interim Order and provide all such information to Broadway for inclusion in the Information Circular to be mailed to Broadway Shareholders;
- (g) MindMed will do all such other acts and things as may be necessary or required in order to give effect to the Arrangement and, without limiting the generality of the foregoing, MindMed will use its best efforts to apply for and obtain:
 - (i) the approvals of the shareholders of MindMed required for the implementation of the Arrangement;
 - (ii) the Final Order as provided in Section 4.7; and
 - (iii) such other consents, orders and approvals as counsel may advise are necessary or desirable for the implementation of the Arrangement, including those referred to in Section 5.1;
- (h) MindMed will use all reasonable efforts to cause each of the conditions precedent set forth in Article 5 hereof to be complied with on or before the Effective Date; and
- (i) the Information Circular will not contain an untrue statement of a material fact concerning MindMed or omit to state a material fact concerning MindMed that is required to be stated to make a statement contained therein not misleading in the light of the circumstances in which it is made.

4.5 Non-Solicitation

Each of MindMed, Broadway, Spinco and Delaware Subco agrees that it will not, directly or indirectly, through any officer, director, employee, advisor, representative, agent or otherwise, take any direct or indirect action to: (a) solicit, initiate, encourage, engage in or respond to any inquiries, submissions, proposals or offers regarding any merger, amalgamation, share exchange, business combination, take-over bid, sale or other disposition of material assets, recapitalization, reorganization, liquidation, sale or issuance of a material number of treasury securities or rights or interests therein or thereto or rights or options to acquire any material number of treasury securities or any type of similar transaction involving such party or any of its subsidiaries other than with the other party hereto (each an “**Acquisition Proposal**”), (b) encourage or participate in any discussions or negotiations regarding any Acquisition Proposal, (c) agree to, approve or recommend an Acquisition Proposal, or (d) enter into any agreement related to an Acquisition Proposal. Each party hereto represents and warrants that it is not currently in any discussions or negotiations with any person (other than with the other party hereto) with respect to any potential Acquisition Proposal. Each party hereto shall promptly notify the other party of any future Acquisition Proposal which any director, senior officer or agent of a party hereto is or becomes aware of, any amendment to any of the foregoing or any request for non-public information received by a party hereto. Such notice shall include a description of the material terms and conditions of any such proposal, the identity of the person making such proposal, inquiry, request or contact and any written materials provided in connection with such proposal.

4.6 Exchange Approval

Broadway will use its reasonable best efforts to have the Arrangement accepted for filing by the Exchange. The parties acknowledge that the Exchange will not accept the Arrangement for filing unless all of the terms of the Arrangement comply with the policies of the Exchange. MindMed will use its reasonable best efforts to assist Broadway in obtaining the acceptance for filing of the Arrangement by the Exchange.

4.7 Interim Order and Final Order

As soon as practicable, but in any event no later than the later of (i) October 15, 2019, and (ii) 15 days after the date that MindMed provides to Broadway all information necessary or advisable for Broadway, acting reasonably, to obtain the Interim Order, subject to compliance with the terms and conditions herein, Broadway shall apply to the Court for the Interim Order.

If the transactions comprising the Arrangement are approved at the Broadway Meeting in accordance with the Interim Order and the Merger and related matters are approved at the MindMed Meeting, Broadway will take, as soon as reasonably possible and subject to all requirements of the Exchange, the necessary steps to submit the Arrangement to the Court and apply for a Final Order in such fashion as the Court may direct approving the Arrangement, subject to the satisfaction, waiver or release of the conditions set forth in Article 5. Prior to the hearing on the Final Order, the Court will be informed that the Final Order will also constitute the basis for an exemption from registration under the U.S. Securities Act of 1933, as amended, for the Broadway Common Shares and Spinco Common Shares to be issued in the Arrangement. If the Final Order is obtained, subject to the satisfaction, waiver or release of the conditions set forth in Article 5, the Merging Corporations will file a certified copy of the Final Order with the Plan of Arrangement and such other documents as are required to be filed under the BCBCA for acceptance by the Registrar to give effect to the Arrangement pursuant to Section 291(4) of the BCBCA.

4.8 Dissenting Shares

Holders of Broadway Common Shares may exercise rights of dissent with respect to such shares in connection with the Arrangement pursuant to and in the manner set forth in the Plan of Arrangement. Broadway shall give MindMed prompt notice of any written notice of a dissent, withdrawal of such notice, and any other instruments served pursuant to the right of dissent and received by Broadway.

4.9 Covenants of Broadway and MindMed

Broadway and MindMed hereby covenant and agree with each other as follows:

- (a) MindMed covenants and agrees that, subject to Exchange approval, it will make available as a bridge loan to Broadway:
 - (i) \$15,000 on execution of this Agreement;
 - (ii) a maximum of C\$30,000 per month, starting on the later of the date of execution of this Agreement and October 1, 2019 and ending on January 31, 2020 and then starting on February 1, 2020 and ending on the earlier of the Effective Date or February 29, 2020 a maximum of C\$1,000 per day, to cover the costs and expenses necessary to maintain

Broadway's and the Madison Subsidiary's business, and

(iii) no more than C\$170,000 to pay down the aggregate accounts payable currently owed by Broadway and the Madison Subsidiary, which amounts will be forgiven or assumed by MindMed upon completion of the Arrangement.

Broadway acknowledges that C\$170,000 is less than it currently owes to third parties and covenants and agrees that:

(iii) it will use commercially reasonable efforts to reduce the aggregate payables it and the Madison Subsidiary currently owe to no more than C\$170,000, and that any accounts payable existing or paid pursuant to this clause in excess of C\$170,000, but excluding the C\$30,000 per month in ongoing expenses agreed to by MindMed, shall be assumed or repaid by Spinco pursuant to a promissory note entered into by it at closing (such amount in excess of C\$170,000, the "**Agreed Amount**"), and

(iv) Broadway shall cause Spinco to agree to pay to MindMed the amount of US\$50,000 post-closing pursuant to a promissory note entered into by it at closing, equal to the liabilities the Madison Subsidiary owes at the date of execution of this Agreement.

Advances for payments under the bridge loan shall be made in tranches pursuant to detailed drawdown requests from Broadway delivered to MindMed itemizing the amounts being paid by Broadway with the proceeds of the drawdown request, including whether payment is being made against an existing account payable or a monthly ongoing expense, as well as confirmation of payments made pursuant to previously funded drawdown requests and such other information as MindMed may reasonably request.

MindMed acknowledges and agrees that if the Arrangement is not completed in the time and manner contemplated in this Agreement, other than by reason of default of Broadway under this Agreement or failure of the Exchange to approve the transaction through no fault of MindMed, then any and all advances to Broadway under the bridge loan shall be non-refundable to MindMed and the full indebtedness of Broadway to MindMed under the bridge loan (if any) shall be extinguished and shall not survive the termination of this Agreement.

- (b) until the completion or earlier termination of the transactions contemplated by this Agreement or under the Arrangement, they shall not, either directly or indirectly, acquire or dispose, or attempt to acquire or dispose of any securities of the other;
- (c) all press releases or other public announcements concerning the transactions contemplated by this Agreement or under the Arrangement shall be made jointly by Broadway and MindMed provided, however, that Broadway may, without the consent of MindMed, make such disclosure about itself as may be required by any stock exchange on which any of the securities of it are listed or by any securities legislation or any regulatory authority having jurisdiction over it, and if such disclosure is required, Broadway as the party making the disclosure shall provide

to MindMed a copy of such disclosure and MindMed shall be permitted a reasonable opportunity, within the time constraints imposed by such stock exchange, securities legislation or regulatory authority, to comment on such disclosure, and Broadway shall give due consideration to such comments, and MindMed may from time to time issue such press releases regarding its business and Broadway shall be permitted a reasonable opportunity to comment on such press releases; and

- (d) subject to subsection 4.9(a), each of Broadway and MindMed shall pay its own costs and expenses in connection with the Arrangement, including expenses related to the preparation, execution and delivery of this Agreement and such other documents required hereunder. Notwithstanding the foregoing, MindMed shall pay the legal fees, exclusive of HST and disbursements, of counsel to Broadway to a maximum of \$50,000.

5. Conditions

5.1 Mutual Conditions Precedent

The respective obligations of Broadway, Spinco, MindMed and Delaware Subco to complete the transactions contemplated by this Agreement shall be subject to the satisfaction of the following conditions:

- (a) the Interim Order shall have been granted in form and substance satisfactory to each of Broadway, Spinco, MindMed and Delaware Subco, acting reasonably, and shall not have been set aside or modified in a manner unacceptable to the parties, acting reasonably, on appeal or otherwise;
- (b) the transactions comprising the Arrangement (including the Consolidation, the Name Change and the Authorized Capital Amendment), with or without amendment, shall have been approved at the Broadway Meeting in accordance with the terms of this Agreement and the requirements of the Exchange and the Exchange shall have accepted the Arrangement for filing, subject to compliance with the usual requirements of the Exchange;
- (c) the Merger, with or without amendment, shall have been approved at the MindMed Meeting and the matters prescribing the Arrangement shall have otherwise been approved by the requisite majorities of the shares entitled or required to vote thereon;
- (d) the Merger shall have been approved by Broadway and Delaware Subco;
- (e) the Spin-Out Transaction shall have been approved by Broadway and Spinco;
- (f) any securities to be issued in the United States pursuant to the Arrangement shall be issued in accordance with and exempt from registration requirements under applicable exemptions from registration under the U.S. Securities Act;
- (g) the Exchange (or such other stock exchange as may be acceptable to MindMed, acting reasonably) shall have conditionally approved the listing of the Broadway Common Shares, subject only to compliance with the usual requirements of the

Exchange (or such other stock exchange as may be acceptable to MindMed, acting reasonably);

- (h) the Final Order shall have been obtained in form and substance satisfactory to each of Broadway, Spinco, MindMed and Delaware Subco, acting reasonably, and, in issuing the Final Order, the Court shall have determined, among other things, that the issuance of the Broadway Common Shares and Spinco Common Shares to the MindMed Shareholders and Broadway Shareholders, respectively, pursuant to the terms of the Arrangement is procedurally and substantively fair to the holders of such securities;
- (i) the Final Order shall have been accepted for filing by the Registrar;
- (j) the Earn-In with Option to Joint Venture Agreement effective April 30, 2019 between Kennecott Exploration Company (“**Kennecott**”), Madison Subsidiary and Broadway (the “**Option and JV Agreement**”) shall be amended to, among other things, remove Broadway as Guarantor (as such term is defined in the Option and JV Agreement), or Kennecott shall have otherwise released Broadway as Guarantor, all to the satisfaction of MindMed;
- (k) each of Broadway and MindMed being satisfied, in their respective sole discretion, with their due diligence investigations of the other party, and in MindMed’s case, of Spinco and Delaware Subco, on or before 5:00 p.m. Toronto time on (A) the date of completion of the MindMed Financing; or (B) November 15, 2019 in the event the MindMed Financing has not commenced by that date;
- (l) the receipt of a mutual release between Broadway and its current officers and directors in such form as mutually acceptable between the parties, acting reasonably;
- (m) all other consents, orders, regulations and approvals, including regulatory and judicial approvals and orders, required or necessary or desirable for the completion of the transactions provided for in this Agreement and the Arrangement shall have been obtained or received from the persons, authorities or bodies having jurisdiction in the circumstances, and all other applicable regulatory requirements and conditions shall have been complied with;
- (n) there shall not be in force any order or decree restraining or enjoining the consummation of the transactions contemplated under this Agreement or under the Plan of Arrangement and there shall be no proceeding, whether of a judicial or administrative nature or otherwise, in progress or threatened that relates to or results from the transactions contemplated under this Agreement that would, if successful, result in an order or ruling that would preclude completion of the transactions contemplated under this Agreement or under the Plan of Arrangement in accordance with the terms and conditions hereof or thereof;
- (o) there shall not exist any prohibition at law against the completion of the Arrangement;

- (p) none of the consents, orders, regulations or approvals contemplated herein shall contain terms or conditions or require undertakings or security deemed unsatisfactory or unacceptable by any of the parties hereto acting reasonably; and
- (q) this Agreement shall not have been terminated under Article 6.

5.2 Conditions to Obligations of Each Party

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

5.3 Additional Conditions Precedent to the Obligations of Broadway, Spinco and Delaware Subco

The obligations of Broadway, Spinco and Delaware Subco to complete the transactions contemplated hereby and the Plan of Arrangement and the obligation of Broadway to file a certified copy of the Final Order with the Plan of Arrangement and such other documents as are required to be filed under the BCBCA for acceptance by the Registrar to give effect to the Arrangement pursuant to section 291(4) of the BCBCA shall also be subject to the fulfilment, or waiver by Broadway and Spinco, of each of the following conditions:

- (a) there shall have been no material adverse change in the business, operations or assets of MindMed, taken as a whole, nor shall any change of law have occurred which, in the reasonable judgment of Broadway, Spinco and Delaware Subco, has or will have a material adverse effect on the business, assets, financial condition or results of operations of MindMed and its subsidiaries, taken as a whole;
- (b) all consents and approvals under any agreements or licences to which MindMed or any subsidiary thereof may be a party or bound which are required or necessary or desirable for the completion of the transactions contemplated under this Agreement or under the Arrangement shall have been obtained or received;
- (c) dissent rights shall not have been exercised prior to the Effective Date by holders of Broadway Common Shares representing in the aggregate 5% or more of the Broadway Common Shares outstanding at such time; and
- (d) Broadway shall have received a certificate, on and dated the Effective Date, of a senior officer of MindMed confirming the conditions in Subsection 5.3(a) and (b) hereof.

5.4 Additional Conditions Precedent to the Obligations of MindMed

The obligations of MindMed to complete the transactions contemplated hereby and the Plan of Arrangement shall also be subject to the fulfilment, or waiver by MindMed, of each of the following conditions:

- (a) there shall have been no material adverse change in the business, operations or assets of Broadway or its subsidiaries (including Delaware Subco), nor shall any change of law have occurred which, in the reasonable judgment of MindMed, has or will have a material adverse effect on the business, assets, financial condition or results of operations of Broadway or its subsidiaries (including Delaware Subco);
- (b) all consents and approvals under any agreements to which MindMed may be a party or bound which are required or necessary or desirable for the completion of the transactions contemplated under this Agreement or under the Merger or the Arrangement shall have been obtained or received;
- (c) dissent rights shall not have been exercised prior to the Effective Date by holders of Broadway Common Shares representing in the aggregate 5% or more of the Broadway Common Shares outstanding at such time;
- (d) MindMed shall have received resignations effective at the Effective Time from all of the directors and officers of Broadway and its subsidiaries requested by MindMed, as contemplated under Section 5.6 hereof;
- (e) MindMed shall have received, upon execution of this Agreement, waivers and releases of any “change of control”, termination, severance or other similar payments to any person acceptable to MindMed in its sole discretion in connection with any of the transactions contemplated herein, the Plan of Arrangement or the Transfer Agreement or any related documents; and
- (f) MindMed shall have received a certificate, on and dated the Effective Date, of a senior officer of Broadway confirming the conditions in Subsection 5.4 (a), (b), (c), (d) and (e).

5.5 Merger of Conditions

The conditions set out in Sections 5.1, 5.2 5.3 and 5.4 shall be conclusively deemed to have been satisfied, waived or released on the filing by Broadway of a certified copy of the Final Order with the Plan of Arrangement and such other documents as are required to be filed under the BCBCA for acceptance by the Registrar to give effect to the Arrangement pursuant to section 291(4) of the BCBCA.

5.6 Resignations

Broadway shall obtain and deliver to MindMed at the Effective Time evidence reasonably satisfactory to MindMed of the resignations, effective as of the Effective Time, of all of the directors and officers of Broadway and its subsidiaries requested by MindMed.

6. Amendment and Termination

6.1 Amendment

This Agreement may, at any time and from time to time before and after the holding of the Broadway Meeting, but not later than the Effective Date, be amended by written agreement of Broadway, Spinco, MindMed and Delaware Subco without, subject to applicable law, further notice to or authorization on the part of the shareholders of Broadway, Spinco, MindMed or Delaware Subco. Without limiting the generality of the foregoing, any such amendment may:

- (a) change the time for the performance of any of the obligations or acts of Broadway, Spinco, MindMed or Delaware Subco;
- (b) waive any inaccuracies or modify any representation or warranty contained herein or in any document to be delivered pursuant hereto;
- (c) waive compliance with or modify any of the covenants contained herein or waive or modify the performance of any of the obligations of Broadway, Spinco, MindMed or Delaware Subco; or
- (d) make such alterations in this Agreement (including the Plan of Arrangement) as the Parties may consider necessary or desirable in connection with the Interim Order or the Final Order.

provided that, notwithstanding the foregoing, the terms of Article Two of the Plan of Arrangement and provided that Subsection 5.1(a) of this Agreement shall not be amended without the approval of the shareholders of Broadway, Spinco, MindMed or Delaware Subco given in the same manner as required for the approval of the Arrangement or as may be ordered by the Court. This Agreement and the Plan of Arrangement may be amended in accordance with the Final Order, but in the event that the terms of the Final Order require any such amendment, the rights of Broadway and the Merging Corporations under Sections 5.1, 5.2, 5.3, 5.4, 6.2 and Article Seven hereof shall remain unaffected.

6.2 Rights of Termination

If any of the conditions contained in Section 5.1, 5.2, 5.3 or 5.4 shall not be fulfilled or performed on or before the Completion Deadline by any of Broadway, Spinco, Delaware Subco or MindMed, any of the other parties hereto may terminate this Agreement by notice to the parties hereto and in such event, such party shall be released from all obligations under this Agreement, all rights of specific performance by any of Broadway and the Merging Corporations shall terminate and, unless such party can show that the condition or conditions the non-performance of which has caused such party to terminate this Agreement were reasonably capable of being performed by one or more of the other parties, then all of the other parties shall also be released from all obligations hereunder; provided that if such party can show that one or more of the other parties could reasonably have performed such condition or conditions then those parties shall not be released from their obligations hereunder and further provided that any of such conditions may be waived in full or in part by any of the parties without prejudice to its rights of termination in the event of the non-fulfilment or non-performance of any other condition.

6.3 Notice of Unfulfilled Conditions

If any of Broadway, Spinco, MindMed or Delaware Subco shall determine at any time prior to the Effective Date that it intends to refuse to consummate the Arrangement or any of the transactions contemplated hereby because of any unfulfilled or unperformed condition precedent contained in this Agreement on the part of Broadway or either Merging Corporation to be fulfilled or performed, Broadway or such Amalgamating Corporation shall so notify Broadway and/or the other Amalgamating Corporation, as the case may be, forthwith upon making such determination in order that any one or more of Broadway or such other Amalgamating Corporation, as the case may be, shall have the right and opportunity to take such steps, at their own expense, as may be necessary for the purpose of fulfilling or performing such condition precedent within a reasonable period of time, but in no event later than the earlier of (i) March 31, 2020, and (ii) 60 days after the date that MindMed provides to Broadway all information necessary or advisable for Broadway, acting reasonably, to obtain the Interim Order.

6.4 Mutual Termination

This Agreement may, at any time before or after the holding of the Broadway Meeting or the MindMed Meeting, but no later than the Effective Date, be terminated by the mutual consent of the boards of directors of Broadway or MindMed without further action on the part of the shareholders of Broadway or MindMed and if the Effective Date does not occur on or before the earlier of (i) March 31, 2020, and (ii) 60 days after the date that MindMed provides to Broadway all information necessary or advisable for Broadway, acting reasonably, to obtain the Interim Order, Broadway or MindMed may unilaterally terminate this Agreement without further action on the part of its shareholders, which termination will be effective upon a resolution to that effect being passed by the applicable board of directors and notice thereof being given to the other parties.

7. Indemnification

7.1 Indemnification

Each party hereto (the “**Indemnifying Party**”) undertakes with each of the other parties (an “**Indemnified Party**”) to indemnify and hold harmless each Indemnified Party from and against all losses, claims, damages, liabilities, actions or demands including, without limiting the generality of the foregoing, amounts paid in any settlement approved by the Indemnifying Party of any action, suit, proceeding or claim but excluding lost profits and consequential damages, to which each such Indemnified Party may become subject insofar as such losses, claims, damages, liabilities, actions or demands arise out of or are based upon any breach of a representation, warranty, covenant or obligation of the Indemnifying Party contained in this Agreement or any certificate or notice delivered by it in connection herewith, and will reimburse such Indemnified Party for any legal or other expenses reasonably incurred by each such Indemnified Party in connection with investigating or defending any such loss, claim, damage, liability, action or demand.

7.2 Defence

Promptly after receipt by an Indemnified Party of notice of a possible action, suit, proceeding or claim referred to in Section 7.1 hereof, such Indemnified Party, if a claim in respect thereof is to be made against the Indemnifying Party under such Section, shall provide the Indemnifying Party with written particulars thereof; provided that failure to so provide the Indemnifying Party with such particulars shall not relieve such Indemnifying Party from any liability which it might have on account of the indemnity provided for in this Article 7 except insofar as such failure shall prejudice such

Indemnifying Party. The Indemnified Party shall also provide to the Indemnifying Party copies of all relevant documentation and, unless the Indemnifying Party assumes the defence thereof, shall keep such Indemnifying Party advised of the progress thereof and will discuss with the Indemnifying Party all significant actions proposed. An Indemnifying Party shall be entitled, at its own expense, to participate in and, to the extent that it may wish, to assume the defence of any such action, suit, proceeding or claim but such defence shall be conducted by counsel of good standing approved by the Indemnified Party, such approval not to be unreasonably delayed, conditioned or withheld. Upon the Indemnifying Party notifying the Indemnified Party of its election to assume the defence and retaining such counsel, the Indemnifying Party shall not be liable to the Indemnified Party for any legal or other expenses subsequently incurred by it in connection with such defence other than for reasonable costs of investigation. If such defence is assumed by the Indemnifying Party, it shall, throughout the course thereof, provide copies of all relevant documentation to the Indemnified Party, keep such Indemnified Party advised of the progress thereof and shall discuss with the Indemnified Party all significant actions proposed. No Indemnifying Party shall enter into any settlement without the written consent of the Indemnified Party, but such consent shall not be unreasonably withheld. If such defence is not assumed by the Indemnifying Party, the Indemnifying Party shall not be liable for any settlement made without its written consent, but such consent shall not be unreasonably delayed, conditioned or withheld. Notwithstanding the foregoing, an Indemnified Party shall have the right, at the Indemnifying Party's expense, to employ counsel of its own choice in respect of the defence of any such action, suit, proceeding or claim if: (a) the employment of such counsel has been authorized by the Indemnifying Party in connection with such defence; or (b) counsel retained by the Indemnifying Party or the Indemnified Party shall have advised the Indemnified Party that there may be legal defences available to it which are different from or in addition to those available to the Indemnifying Party (in which event and to that extent, the Indemnifying Party shall not have the right to assume or direct the defence on behalf of the Indemnified Party) or that there may be a conflict of interest between the Indemnifying Party and the Indemnified Party; or (c) the Indemnifying Party shall not have assumed such defence and employed counsel in respect thereof within a reasonable time after receiving notice of such action, suit, proceeding or claim.

7.3 Term

The obligations of Broadway, Spinco, MindMed or Delaware Subco under this Article 7 shall terminate when the Arrangement is consummated, failing which they shall survive and continue with respect to all losses, claims, damages, liabilities, actions or demands, notice of which is given to the Indemnifying Party by the Indemnified Party on or before one year from the date hereof in compliance with Section 7.2 hereof.

8. General

8.1 Notices

All notices which may or are required to be given pursuant to any provision of this Agreement shall be given or made in writing and shall be served personally, by email or by telecopy, in each case addressed to the attention of the President at:

- (a) in the case of Broadway, Spinco or Delaware Subco:

700-1199 West Hastings Street
Vancouver B.C.
V6E 3T5

Attention: Duane Parnham
Email: duane.parnham@gmail.com

with a copy to:

Max Pinsky, Personal Law Corp.
700 – 1199 West Hastings Street
Vancouver, B.C.
V6E 3T5

Attention: Max Pinsky
Email: max@strategiclaw.ca

- (b) in the case of MindMed:
1325 Airmotive Way, Suite 175A
Reno, NV 89502

Attention: Steven L. Hurst, JD
Email: slhurst@mindmed.co

with a copy to:

Wildeboer Dellelce LLP
Suite 800, 365 Bay Street
Toronto, Ontario
M5H 2V1

Attention: Peter Volk
Email: pvolk@wildlaw.ca

8.2 Assets and Liabilities

Delaware Subco shall contribute to MindMed all of its assets, subject to its liabilities, as they exist immediately before the Effective Date. Subsequent to the Merger, MindMed shall possess all of the property, rights, privileges and franchises, as they exist immediately before the Effective Date, and shall be subject to all of the liabilities, contracts, disabilities and debts of Delaware Subco, as they exist immediately before the Effective Date. All rights of creditors against the properties, assets, rights, privileges and franchises of Delaware Subco and all liens upon its properties, rights and assets shall be unimpaired by the Arrangement and all debts, contracts, liabilities and duties of Delaware Subco shall thenceforth attach to and may be enforced against MindMed. No action or proceeding by or against Delaware Subco shall abate or be affected by the Arrangement but, for all purposes of such action or proceeding, the name of MindMed may be substituted in such action or proceeding in place of the name of Delaware Subco.

8.3 Assignment

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

8.4 Binding Effect

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

8.5 Waiver

Any waiver or release of any of the provisions of this Agreement, to be effective, must be in writing and executed by the Party granting such waiver or release. Waivers may only be granted upon compliance with the terms governing amendments set forth in Section 6.1 hereof.

8.6 Governing Law

This Agreement shall be governed by and be construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

8.7 Counterparts

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

8.8 Entire Agreement

This Agreement, together with the agreements and other documents herein or therein referred to, constitutes the entire agreement among the Parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, between Parties, including the Letter of Intent (other than the confidentiality provisions set out in Section 6 thereof, which shall continue in effect) with respect to the subject matter hereof.

8.9 Expenses

All expenses incurred in connection with this Agreement, the Plan of Arrangement and the transactions contemplated hereby and thereby shall be paid by the party incurring such expenses in accordance with Subsection 4.9(c) above. If the Arrangement is effected, MindMed shall bear all expenses incurred thereafter. The provisions of this Section 8.9 shall survive the termination of this Agreement.

8.10 Time of Essence:

Time is of the essence of this Agreement.

[The remainder of this page has deliberately been left blank.]

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

BROADWAY GOLD MINING LTD.

Per:

(signed) "Duane Parnham"
Duane Parnham

MADISON METALS INC.

Per:

(signed) "Duane Parnham"
Duane Parnham

BROADWAY DELAWARE SUBCO INC.

Per:

(signed) "Duane Parnham"
Duane Parnham

MIND MEDICINE, INC.

Per:

(signed) Robert Tessarolo
Robert Tessarolo

SCHEDULE “A”

PLAN OF ARRANGEMENT

TO THE ARRANGEMENT AGREEMENT EFFECTIVE AS OF THE 15th DAY OF OCTOBER, 2019 AMONG BROADWAY GOLD MINING LTD., MADISON METALS INC., BROADWAY DELAWARE SUBCO INC. AND MIND MEDICINE, INC.

**PLAN OF ARRANGEMENT UNDER PART 9, DIVISION 5 OF THE
*BUSINESS CORPORATIONS ACT (BRITISH COLUMBIA)***

**PLAN OF ARRANGEMENT
UNDER THE PROVISIONS OF SECTION 288
OF THE BUSINESS CORPORATIONS ACT (BRITISH COLUMBIA)**

ARTICLE 1

INTERPRETATION

1.1. Definitions

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

“**Arrangement**” means the arrangement under Part 9, Division 5 of the BCBCA on the terms and subject to the conditions set out in the Arrangement Agreement and this Plan of Arrangement, subject to any amendments or variations thereto made in accordance with this Agreement or the Plan of Arrangement or made at the direction of the Court in the Final Order;

“**Arrangement Agreement**” means the arrangement agreement dated as of October 15, 2019 between Broadway, Spinco, Delaware Subco and MindMed, including the Schedules and Appendices attached hereto, as may be supplemented or amended from time to time, of which this Plan of Arrangement is Schedule “A”;

“**Arrangement Resolution**” means the Special Resolution of the Broadway Shareholders in respect of the Arrangement to be considered at the Broadway Meeting, the full text of which is attached as Appendix “I” hereto;

“**Assumed Liabilities**” has the meaning given to such term in the Transfer Agreement;

“**Authorized Capital Amendment**” means the creation of the Broadway Multiple Voting Shares and the change of designation of the Broadway Common Shares to Broadway Subordinate Voting Shares, by way of amendment to the articles of Broadway;

“**BCBCA**” means the *Business Corporations Act* (British Columbia), S.B.C. 2002, c. 57, as amended, together with all rules and regulations promulgated thereunder or with respect thereto;

“**Broadway**” means Broadway Gold Mining Ltd., a corporation incorporated pursuant to the laws of the Province of British Columbia;

“**Broadway Certificates**” means certificates representing Broadway Subordinate Voting Shares or Broadway Broadway Multiple Voting Shares (as the case may be);

“**Broadway Common Shares**” means the common shares in the capital of Broadway as currently constituted;

“**Broadway Letter of Transmittal**” means the letter of acceptance and transmittal to be forwarded by Broadway to Broadway Shareholders and others together with the Circular or such other equivalent form of letter of acceptance and transmittal;

“**Broadway Meeting**” means the special meeting of Broadway Shareholders and any adjournment(s) or postponement(s) thereof, to be called and held in accordance with the Interim Order to consider and to vote on the Arrangement Resolution and any other matters set out in the Notice of Meeting;

“**Broadway Multiple Voting Shares**” means the multiple voting shares in the capital of Broadway to be adopted in the form set forth in Schedule “E” to the Arrangement Agreement by way of amendment of the articles of Broadway;

“**Broadway Replacement Warrants**” means Broadway share purchase warrants to be issued to holders of MindMed Warrants in connection with the Arrangement;

“**Broadway Shareholders**” means the holders of Broadway Common Shares at the applicable time;

“**Broadway Subordinate Voting Shares**” means the Broadway Common Shares after giving effect to the change of designation of “common shares” to “Subordinate Voting Shares” pursuant to the Broadway Authorized Capital Amendment, but which shall otherwise continue to carry the existing terms in all other respects;

“**Board of Directors**” means the duly appointed board of directors of the applicable company;

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

“**Canadian MindMed Shareholder**” means a beneficial holder of MindMed Share, who is (i) a resident of Canada for purposes of the Tax Act or (ii) a partnership at least of partner of which is a resident of Canada for purposes of the Tax Act;

“**Circular**” means the management information circular of Broadway to be prepared and sent to the Broadway Shareholders along with the Notice of Meeting in connection with the Broadway Meeting;

“**Consolidation**” means the consolidation of all of the issued and outstanding securities of Broadway on the basis of the Consolidation Ratio;

“**Consolidation Ratio**” means one post-consolidated Broadway Common Share for every eight (8) pre-consolidated Broadway Common Shares;

“**Court**” means the Supreme Court of British Columbia;

“**Delaware Subco**” means Broadway Delaware Subco Inc., a wholly-owned subsidiary of Broadway existing under the laws of the State of Delaware;

“**Dissent Rights**” has the meaning set forth in section 5.1 hereto;

“**Dissenting Broadway Shareholder**” means a Broadway Shareholder who has duly exercised the Dissent Rights in accordance with section 5.1 hereto, and has not withdrawn or have been deemed to have withdrawn such exercise as at the Effective Time;

“**Dissent Shares**” means Broadway Common Shares held by a Dissenting Broadway Shareholder who has demanded and perfected Dissent Rights in respect of the Broadway Common Shares in accordance with the Interim Order and who, as of the Effective Time, has not effectively withdrawn or lost such Dissent Rights;

“**Effective Date**” means the date the Arrangement becomes effective as agreed to by the Parties;

“**Effective Time**” means 12:21 a.m. (Vancouver time) on the Effective Date or such other time as the Parties may agree in writing as at the Effective Date;

“**Encumbrances**” means any mortgage, charge, pledge, lien, hypothec, prior claim, assignment for security interest, guarantee, right of third parties or other charge, encumbrance, or any collateral securing the payment obligation of any person, as well as any other agreement or arrangement with any similar effect whatsoever;

“**Final Order**” means the final order of the Court pursuant to Section 291(4) of the BCBCA, after a hearing upon, among other things, the procedural and substantial fairness of the terms and conditions of the Arrangement, in a form acceptable to Broadway approving the Arrangement as such order may be amended, modified, supplemented or varied by the Court at any time prior to the Effective Date or, if appealed, then, unless such appeal is withdrawn, abandoned or denied, as affirmed or as amended on appeal, and after notice and a hearing at which all Broadway Shareholders have the right to appear;

“**Interim Order**” means the interim order of the Court under Section 291(2) of the BCBCA containing declarations and directions with respect to the Arrangement and providing for, among other things, the calling and holding of the Broadway Meeting and the requisite majority for the approval of the Arrangement by the Broadway Shareholders;

“**Madison Shares**” means all of the issued and outstanding securities of the Madison Subsidiary;

“**Madison Subsidiary**” means Broadway Gold Corp., a wholly-owned subsidiary of Broadway existing under the laws of the State of Montana;

“**Merger**” means the merger of Delaware Subco and MindMed in connection with the Arrangement;

“**MindMed**” means Mind Medicine, Inc., a corporation existing under the laws of the State of Delaware;

“**MindMed Class A Shares**” means the existing Class A common shares in the capital of MindMed;

“**MindMed Class B Shares**” means the existing Class B common shares in the capital of MindMed;

“**MindMed Class C Shares**” means the existing Class C common shares in the capital of MindMed;

“**MindMed Class D Shares**” means the existing Class D common shares in the capital of MindMed;

“**MindMed Common Shares**” means the common shares in the capital of MindMed to be created in connection with the Arrangement;

“**MindMed Financing**” has the meaning given to such term in the Arrangement Agreement;

“**MindMed Letter of Transmittal**” means the letter of transmittal to be used by MindMed Shareholders Broadway to in order to request Broadway Certificates in connection with the Merger;

“**MindMed Shares**” means MindMed Class A Shares, MindMed Class B Shares, MindMed Class C Shares, and/or MindMed Class D Shares, as the case may be;

“**MindMed Shareholders**” means holders of MindMed Class A Shares, MindMed Class B Shares, MindMed Class C Shares, MindMed Class D Shares and/or MindMed Common Shares;

“**MindMed Warrants**” means MindMed share purchase warrants to be issued in connection with the MindMed Financing;

“**Notice of Meeting**” means the notice of the Meeting to be sent to the Broadway Shareholders, which notice will accompany the Circular;

“**Parties**” means Broadway, Spinco, Delaware Subco, and MindMed and “**Party**” means any one of them;

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

“**Plan of Arrangement**” means this plan of arrangement and any amendments or variations thereto made in accordance with the Arrangement Agreement, this Plan of Arrangement or upon the direction of the Court in the Final Order with the consent of Broadway;

“**Securities Act**” means the Securities Act, R.S.B.C 1996, c. 418, as amended or replaced from time to time, together with all rules and regulations promulgated thereunder or with respect thereto;

“**Special Resolution**” means a resolution passed by a majority of not less than two-thirds of the votes cast by Broadway Shareholders in respect of such resolution at the Broadway Meeting;

“**Spinco**” means Madison Metals Inc., a corporation incorporated pursuant to the laws of the Province of British Columbia;

“**Spinco Common Shares**” means the common shares of Spinco;

“**Spinco Distribution Shares**” has the meaning set forth in section 2.1(b) hereto;

“**Spinco Incorporation Share**” means the one Spinco Common Share held by Broadway that was issued to Broadway on the incorporation of Spinco;

“**Spinout Transaction**” means the transactions in connection with the transfer of the Transferred Assets to Spinco and the distribution to the Broadway Shareholders of the Spinco Distribution Shares, all pursuant to the Transfer Agreement;

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

“**Transfer Agreement**” means the transfer agreement providing for, among other things, the transfer of the Transferred Assets to Spinco in exchange for the issuance by Spinco of the Spinco Distribution Shares substantially in the form attached to this Plan of Arrangement as Schedule “A”;

“**Transferred Assets**” means all of Broadway’s right, title and interest in the Madison Shares and all related assets as set out in greater detail in Schedule “A” of the Transfer Agreement;

“**Transfer Agent**” means Computershare Investor Services Inc. or such other trust company or transfer agent as may be designated by Broadway; and

“**TSXV**” means the TSX Venture Exchange.

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

1.2 Sections and Headings

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

1.3 Number, Gender and Persons

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

1.4 Statutory References

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

1.5 Currency

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

1.6 Business Day

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

1.7 Governing Law

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

1.8 Binding Effect

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

ARTICLE 2 ARRANGEMENT

2.1. Arrangement

Each of the events set out below shall occur as part of the Arrangement and shall be deemed to occur in the following sequence or as otherwise provided below or herein, without any further act or formality:

- (a) effective at twenty (20) minutes prior to the Effective Time, each Broadway Common Share in respect of which a Broadway Dissenting Shareholder has exercised Dissent Rights shall be, and shall be deemed to be, transferred to Broadway free and clear of any Encumbrances for cancellation without any further act or formality and
 - (i) such Dissenting Broadway Shareholders shall cease to be the holders of such Broadway Common Shares, and to have any rights as holders of Broadway Common Shares, other than the right to be paid fair value for such Broadway Common Shares as set out in Article 5 hereof;
 - (ii) such Dissenting Broadway Shareholders' names shall be removed as the holders of such Broadway Common Shares from the register of Broadway Common Shares maintained by or on behalf of Broadway; and
 - (iii) Broadway shall be deemed to be the transferee and legal and beneficial holder of such Broadway Common Share (free and clear of all Encumbrances) shall be entered as the registered holder of such Broadway Common Share in the register of Broadway Common Shares maintained by or on behalf of Broadway;
- (b) effective at fifteen (15) minutes prior to the Effective Time, Broadway shall, in the following order, complete (i) the Consolidation; (ii) the Name Change, and (iii) the Authorized Capital Amendment, and registered Broadway Shareholders will be entitled to receive Broadway Certificates after giving effect to the Consolidation, Name Change and Authorized Capital Amendment;
- (c) effective at ten (10) minutes prior to the Effective Time, Broadway will transfer the Transferred Assets to Spinco and Spinco will assume the Assumed Liabilities in accordance with the Transfer Agreement in consideration for that number of Spinco Common Shares (the "**Spinco Distribution Shares**") as is equal to the number of Broadway Common Shares issued and outstanding immediately prior to the Effective Time (for greater certainty, on a pre-Consolidation basis) on

such record date as determined by Broadway less the number of Broadway Common Shares transferred to Broadway pursuant to Section 2.1(a) above (for greater certainty, on a pre-Consolidation basis), and Broadway shall be added to the register of Spinco Common Shares maintained by or on behalf of Spinco, and in connection therewith, in accordance with the BCBCA, Spinco shall add to the stated capital account maintained by Spinco for the Spinco Common Shares an amount that shall equal the fair market value of the Spinco Distribution Shares issued to Broadway;

- (d) effective at five (5) minutes prior to the Effective Time, the Spinco Distribution Shares will be distributed to the holders of Broadway Common Shares (other than a Dissenting Broadway Shareholder) pursuant to section 2.1(c) above and the names of the Broadway Shareholders shall be added to (and Broadway removed from) the register of Spinco Common Shares maintained by or on behalf of Spinco, and in connection therewith;
 - (i) the Spinco Incorporation Share issued to Broadway on incorporation shall be cancelled for no consideration and as a result thereof:
 - (A) Broadway shall cease to be, and shall be deemed to have ceased to be, the holder of the Spinco Incorporation Share and to have any rights as a holder of the Spinco Incorporation Share; and
 - (B) Broadway shall be removed as the holder of the Spinco Incorporation Share from the register of Spinco Common Shares maintained by or on behalf of Spinco;
 - (ii) Broadway will be deemed to have reduced the stated capital of the Broadway Common Shares with the same effect as if reduced pursuant to Section 74 of the BCBCA, by an amount equal to the fair market value of the Spinco Distribution Shares, and Broadway will be deemed to have effected the reduction of capital of the Broadway Common Shares by being deemed to have paid and distributed the Spinco Distribution Shares to the Broadway Shareholders, other than the Dissenting Broadway Shareholders, on the basis of one Spinco Distribution Share for every one Broadway Common Share one held immediately prior to the Effective Time (for greater certainty, on a pre-Consolidation basis) as a return of capital distribution in-kind; provided that the aggregate reduction in the stated capital for the Broadway Common Shares shall not exceed the aggregate paid-up capital (as that term is used for the purposes of the Tax Act) of the Broadway Common Shares immediately prior to the Effective Time;
- (e) effective at the Effective Time, Delaware Subco, in accordance with the Delaware General Corporation Law, shall merge with and into MindMed and MindMed shall continue as the surviving corporation under the laws of the State of Delaware in the manner set out in Appendix "II" attached to this Plan of Arrangement, and each of the following will occur:
 - (i) in accordance with the constating documents of MindMed, each issued and outstanding MindMed Class B Share, MindMed Class C Share and MindMed Class D Share shall automatically convert into one fully-paid, non-assessable share of MindMed Class A Share;
 - (ii) each issued and outstanding MindMed Class A Share (including all MindMed Class A Shares issued on automatic conversion of the MindMed Class B Shares, MindMed Class

C Shares and MindMed Class D Shares set out in subsection 2.1(e)(i) above) shall be exchanged for either (A) one (1) Broadway Common Share or (B) one/hundredth (1/100) of a Broadway Multiple Voting Share (as determined by Broadway and MindMed), and thereafter the MindMed Class A Shares shall be cancelled without any repayment in respect thereof;

- (iii) each issued and outstanding MindMed Warrant shall be exchanged for one Broadway Replacement Warrant;
 - (iv) each share of common stock, par value \$0.001 per share, of Delaware Subco, issued and outstanding immediately prior to the Effective Time, shall be converted into and become one validly issued, fully paid and non-assessable MindMed Common Share of MindMed after the Merger; and
 - (v) in consideration of the Broadway Common Shares, Broadway Multiple Voting Shares (as the case may be) and Broadway Replacement Warrants issued pursuant to section 2.1(e)(ii) and (iii) above, respectively, MindMed (as the surviving corporation in connection with the Merger) will issue 1,000 MindMed Common Shares to Broadway and, other than the MindMed Common Shares issued pursuant to Section 2.1(e)(iv) above, such shares shall constitute the only outstanding shares of capital stock of MindMed after the Merger.
- (f) All of the foregoing events are intended to be completed, failing any one of which, none of the foregoing will occur and this Plan of Arrangement shall be null and void and of no further force and effect unless otherwise agreed to by the Parties.

ARTICLE 3 CERTIFICATES AND FRACTIONAL SHARES

3.1 Delivery of Securities

- (1) In connection with the delivery of Spinco Distribution Shares pursuant to the Spinout Transaction, as soon as practicable following the Effective Date, Broadway will forward or cause to be forwarded by the Transfer Agent or otherwise, by registered mail (postage prepaid) or hand delivery to Broadway Shareholders determined in accordance with section 2.1(c) as of the Effective Date at the address specified in the register of Broadway Shareholders, certificates and/or direct registration or other electronic book-entry system statements representing the number of Spinco Distribution Shares to be issued to such Broadway Shareholders pursuant to the Arrangement.
- (2) In connection with the delivery of Broadway Certificates pursuant to the Name Change, Consolidation and Authorized Capital Amendment:
 - (a) as soon as reasonably practicable following the Effective Date where a registered Broadway Shareholder has delivered to the Transfer Agent a duly completed Letter of Transmittal and the certificates (if any) representing such Broadway Shareholder's Broadway Common Shares, Broadway shall cause the Transfer Agent:
 - (i) to forward or cause to be forwarded by first class insured mail to the Broadway Shareholders at the address specified in the Letter of Transmittal;

- (ii) if requested by the Broadway Shareholder in the Letter of Transmittal, to make available at the offices of the Transfer Agent for pick-up by the Broadway Shareholder; or
- (iii) if the Letter of Transmittal neither specifies an address nor contains a request as described in (ii) above, to forward or cause to be forwarded to the Broadway Shareholder at the address of such Broadway Shareholder as shown on the share register maintained by Broadway immediately prior to the occurrence of the events described in subsection 2.1(b) and (e),

the Broadway Certificates required to be delivered to a Broadway Shareholder pursuant to the provisions hereof, and the name of such Broadway Shareholder, shall be entered upon the register of shareholders of Broadway.

- (b) As soon as reasonably practicable following the Effective Date, where a Broadway Shareholder has not delivered the Broadway Letter of Transmittal and certificates (if any) contemplated by subsection 3.1(1)(a) and has not exercised Dissent Rights in connection with the Arrangement in accordance with Article 5, Broadway shall cause the Transfer Agent to make available at the principal office of the Transfer Agent in Vancouver the Broadway Certificates required to be delivered to such Broadway Shareholder upon presentation of a duly completed Broadway Letter of Transmittal and the certificates (if any) evidencing such Broadway Subordinate Voting Shares or Broadway Multiple Voting Shares, as applicable, and confirmation that such Broadway Shareholder is waiving all rights of dissent in connection with the Arrangement.
- (3) In connection with delivery of Broadway Certificates pursuant to the Merger:
- (a) as soon as reasonably practicable following the Effective Date, where a former registered MindMed Shareholder has delivered to the Transfer Agent a duly completed MindMed Letter of Transmittal and the certificates (if any) representing such former MindMed Shareholder's MindMed Shares, Broadway shall cause the Transfer Agent:
 - (i) to forward or cause to be forwarded by first class insured mail to the former MindMed Shareholder at the address specified in the Letter of Transmittal;
 - (ii) if requested by the former MindMed Shareholder in the Letter of Transmittal, to make available at the offices of the Transfer Agent for pick-up by the former MindMed Shareholder; or
 - (iii) if the Letter of Transmittal neither specifies an address nor contains a request as described in (ii) above, to forward or cause to be forwarded to the former MindMed Shareholder at the address of such former MindMed Shareholder as shown on the share register maintained by MindMed immediately prior to the occurrence of the events described in subsection 2.1(f),

the certificates evidencing the Broadway securities required to be delivered to such former MindMed Shareholder pursuant to the provisions hereof, and the name of such former MindMed Shareholder shall be entered upon the register of shareholders of Broadway.

- (b) As soon as reasonably practicable following the Effective Date, where a former MindMed Shareholder has not delivered the MindMed Letter of Transmittal and certificates (if any)

contemplated by subsection 3.1(3)(a), Broadway shall cause the Transfer Agent to make available at the principal office of the Transfer Agent in Toronto the certificates evidencing the Broadway Subordinate Voting Shares or Broadway Multiple Voting Shares (as applicable) required to be delivered to such Holder upon presentation of a duly completed Letter of Transmittal and the certificates (if any) evidencing such MindMed Shares and confirmation that such former MindMed Shareholder is waiving any rights of dissent in connection with the Arrangement.

- (4) At and after the Effective Date, any certificate formerly representing pre-Consolidation, pre-Name Change and pre-Authorized Capital Amendment Broadway Common Shares, MindMed Class A Shares, MindMed Class B Shares, MindMed Class C Shares, or MindMed Class D Shares shall represent only the right to receive the applicable Broadway Certificate as set out in Section 2.1(b) and the consideration provided in subsection 2.1(d), 2.1(e)(ii) and (iii), as applicable, in accordance with this Plan of Arrangement. If any Broadway Shareholder (in connection with the Consolidation, Name Change and Authorized Capital Amendment) or former MindMed Shareholder (in connection with the Merger) fails for any reason to deliver to the Transfer Agent for cancellation the certificates formerly representing the pre-Consolidation, pre-Name Change or pre-Authorized Capital Amendment Broadway Certificates, MindMed Shares or MindMed Warrants, as the case may be, together with all other required documents in accordance with subsection 3.1(1)(a) or 3.1(3)(a), as the case may be, on or before the fifth anniversary of the Effective Date, such certificates shall, on the fifth anniversary of the Effective Date, cease to represent a claim of any nature whatsoever, shall be deemed to have been surrendered to Broadway and shall be cancelled.
- (5) Broadway may, at its discretion, in connection with the MindMed Financing, cause the Transfer Agent to deliver Broadway Certificates and/or Broadway Replacement Warrants, as applicable, to the Persons specified by Broadway entitled to receive such Broadway Certificates and/or Broadway Replacement Warrants to the addresses provided by such Persons in connection with the MindMed Financing.
- (6) To the extent that a conversion or exchange of pre-Consolidation, pre-Name Change or pre-Authorized Amendment Broadway securities or MindMed Shares in accordance with subsection 2.1(b), (d) or (e) would result in a right to a fraction of a Broadway Common Share (or other security, such as stock options, warrants, or other convertible or exercisable security) such right shall be exercisable in respect of such fraction only in combination with other fractions which in the aggregate entitle the holder to acquire a whole Broadway Subordinate Voting Share or Broadway Multiple Voting Share, as applicable, and thereafter any remaining fraction shall be rounded to the nearest whole number with any fraction of one-half or greater being rounded to the next higher whole number and any fraction of less than one-half being rounded to the next lower whole number; and no fraction of a Broadway Common Share shall be issued.

3.2 Withholding Rights

Broadway and the Transfer Agent shall be entitled to deduct and withhold from any amount otherwise payable to any Broadway Shareholder such amounts as Broadway or the Transfer Agent is required or permitted to deduct and withhold with respect to such payment under the Tax Act, the United States Internal Revenue Code of 1986 or any provision of any applicable federal, provincial, state, local or foreign tax law or treaty, in each case, as amended. To the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes hereof as having been paid to the Broadway Shareholder in respect of which such deduction and withholding was made, provided that such withheld amounts are actually remitted to the appropriate taxing authority.

3.3 No Fractional Shares

No fractional Spinco Distribution Shares will be issued. In the event that a Broadway Shareholder would otherwise be entitled to a fractional Spinco Distribution Share hereunder, the number of Spinco Distribution Shares issued to such Broadway Shareholder shall, without any additional compensation, be rounded down to the next lesser whole number of Spinco Distribution Shares. In calculating such fractional interests, all Broadway Common Shares registered in the name of or beneficially held by such Broadway Shareholder or their nominee shall be aggregated.

3.4 No Encumbrances

Any distribution of securities pursuant to this Plan of Arrangement shall be free and clear of any Encumbrances.

3.5 Paramountcy

From and after the Effective Time (i) this Plan of Arrangement shall take precedence and priority over any and all Broadway Common Shares issued prior to the Effective Time; (ii) the rights and obligations of the registered holders of Broadway Common Shares and Broadway, Spinco, the Transfer Agent and or other depository therefor in relation thereto, shall be solely as provided for in this Plan of Arrangement; and (iii) all actions, causes of action, claims or proceedings (actual or contingent and whether or not previously asserted) based on or in any way relating to any Broadway Common Shares shall be deemed to have been settled, compromised, released and determined without liability to Broadway or Spinco except as set forth herein.

3.6 Tax Election

Broadway agrees to execute joint elections under subsection 85(1) or 85(2) of the Tax Act or any equivalent provincial legislation with any Canadian MindMed Shareholder with respect to the exchange by the Canadian MindMed Shareholder of MindMed Shares to Broadway if such Canadian MindMed Shareholder delivers to Broadway a duly completed election form to make the joint election pursuant to subsection 85(1) or 85(2) of the Tax Act. Broadway will not be required to execute any election that is received by Broadway more than 60 days after the Closing Date. If Broadway receives a properly completed election within 60 days of the Closing Date, Broadway will sign and return such election to the Canadian MindMed Shareholder. Broadway will not be responsible for the proper completion of any election, except for the obligation of Broadway to sign and return to the Canadian MindMed Shareholder a duly completed election that is received by Broadway within 60 days of the Closing Date. Each Canadian MindMed Shareholder shall be solely responsible for filing any such election form with the Canada Revenue Agency and any applicable provincial governmental entity. Broadway will not be responsible or liable for taxes, interest, penalties, damages or expenses resulting from the failure by anyone to properly complete or file any election.

ARTICLE 4 AMENDMENTS

4.1 Right to Amend

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

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

4.2 Amendment Before the Broadway Meeting

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

4.3 Amendment After the Broadway Meeting

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

- (a) if it is consented to by Broadway; and
- (b) if required by the Court or applicable law, it is consented to by the Broadway Shareholders voting in the manner directed by the Court.

4.4 Amendment After the Effective Date

Any amendment, modification or supplement to this Plan of Arrangement may be made following the Effective Date unilaterally by Broadway, provided that it concerns a matter which, in the reasonable opinion of Broadway, is of an administrative nature required to better give effect to the implementation of this Plan of Arrangement and is not adverse to the financial or economic interest of any holder of Broadway Common Shares or Spinco Common Shares.

ARTICLE 5 RIGHTS OF DISSENT

5.1 Rights of Dissent

Pursuant to the Interim Order, registered holders of Broadway Common Shares may exercise rights of dissent (the “**Dissent Rights**”) under section 238 of the BCBCA, and in the manner as set forth under sections 242 to 247 of the BCBCA, all as modified by this Article 5, the Interim Order and the Final Order, with respect to Broadway Common Shares in connection with the Arrangement, provided that, notwithstanding section 242(1)(a) of the BCBCA, the written notice setting forth the objection of such registered Broadway Shareholders to the Arrangement and exercise of Dissent Rights must be received by

Broadway not later than 5:00 p.m. (Vancouver time) on the Business Day that is two Business Days before the Broadway Meeting or any date to which the Broadway Meeting may be postponed or adjourned and provided further that holders who exercise such rights of dissent and who:

- (a) are ultimately entitled to be paid fair value for their Dissent Shares, which fair value, notwithstanding anything to the contrary contained in the BCBCA, shall be determined immediately prior to the approval of the Arrangement Resolution, shall be deemed to have transferred their Dissent Shares to Broadway as of the Effective Time in consideration for a debt claim against Broadway to be paid the fair value of such Dissent Shares and will not be entitled to any other payment or consideration, including any payment that would be payable under the Arrangement had such holders not exercised their Dissent Rights; and
- (b) are ultimately not entitled, for any reason, to be paid fair value for their Broadway Common Shares shall be deemed to have participated in the Arrangement, as of the Effective Time, on the same basis as a non-dissenting holder of Broadway Common Shares.

5.2 Recognition of Dissenting Broadway Shareholders

In no circumstances shall Broadway or any other Person be required to recognize a Person exercising Dissent Rights unless such Person is a registered holder of those Broadway Common Shares in respect of which such rights are sought to be exercised. From and after the Effective Time, neither Broadway nor any other Person shall be required to recognize a Dissenting Broadway Shareholder as a shareholder of Broadway and the names of the Dissenting Broadway Shareholders shall be deleted from the register of holders of Broadway Common Shares previously maintained or caused to be maintained by Broadway.

5.3 General Dissent Rights

For greater certainty, in addition to any other restrictions in the BCBCA, no Broadway Shareholders who vote in favour, or instruct a proxyholder to vote in favor, of the Arrangement Resolution shall be entitled to exercise Dissent Rights.

5.4 Deduction against Stated Capital Account

The aggregate of all amounts paid to Broadway Shareholders by Broadway in respect of the Broadway Common Shares for which Dissent Rights are exercised in accordance with Article 5 hereof shall be deducted from the stated capital account maintained by Broadway for the Broadway Common Shares.

ARTICLE 6 FURTHER ASSURANCES

6.1 Further Assurances

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

ARTICLE 7 TERMINATION

7.1 Termination

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

7.2 Automatic Termination

This Plan of Arrangement shall automatically terminate and be of no further force and effect upon the termination of the Arrangement Agreement in accordance with its terms.

APPENDIX "I"

ARRANGEMENT RESOLUTION

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

1. the issued and outstanding common shares of Broadway Gold Mining Ltd. ("**Broadway**") be consolidated on the basis of each eight (8) of the issued and outstanding common shares of Broadway (the "**Broadway Common Shares**") into one (1) Broadway Common Share (the "**Consolidation**"), provided that holders of Broadway Common Shares on the date that such consolidation becomes effective shall not be entitled to receive any fractional common share following the Consolidation;
2. the articles and Notice of Articles of Broadway be amended to change the name of Broadway to "Mind Medicine Inc.", or such other name as the Board of Directors may determine (the "**Name Change**");
3. the articles and Notice of Articles of Broadway be amended to (i) create a class of multiple voting shares (the "Broadway Multiple Voting Shares") having the terms and conditions set out in Schedule "E" to the Arrangement Agreement (as defined below) and (ii) change the name of the existing Broadway Common Shares to "subordinate voting shares" (the "Broadway Subordinate Voting Shares") but otherwise not amending or affecting any of the terms and conditions of the Broadway Common Shares (the "Authorized Capital Amendment");
4. The arrangement (the "Arrangement") under section 288 of the Business Corporations Act (British Columbia) (the "BCBCA") involving Broadway, Madison Metals Inc. ("Spinco"), Broadway Delaware Subco Inc. ("Delaware Subco") and Mind Medicine, Inc. ("MindMed"), all as more particularly described and set forth in the management information circular (the "Circular") of Broadway dated _____, 2019 accompanying the notice of meeting (as the Arrangement may be, or may have been, modified or amended in accordance with its terms), is hereby authorized, approved and adopted.
5. The plan of arrangement (the "Plan of Arrangement"), implementing the Arrangement, the full text of which is appended to the Circular (as the Plan of Arrangement may be, or may have been, modified or amended in accordance with its terms), is hereby authorized, approved and adopted.
6. The arrangement agreement (the "Arrangement Agreement") between Broadway, Spinco, Delaware Subco and MindMed dated October 15, 2019 and all the transactions contemplated therein, the actions of the directors of Broadway in approving the Arrangement and the actions of the directors and officers of Broadway in executing and delivering the Arrangement Agreement and any amendments thereto are hereby confirmed, ratified, authorized and approved.
7. Notwithstanding that this resolution has been passed (and the Consolidation, Name Change, Authorized Capital Amendment and Arrangement approved and agreed to) by the shareholders of Broadway or that the Arrangement has been approved by the Supreme Court of British Columbia, the directors of Broadway are hereby authorized and empowered, without further notice to, or approval of, the shareholders of Broadway:
 - (a) to amend the Arrangement Agreement or the Plan of Arrangement to the extent

permitted by the Arrangement Agreement or the Plan of Arrangement; or

- (b) subject to the terms of the Arrangement Agreement, not to proceed with the Consolidation, the Name Change, the Authorized Capital Amendment or the Arrangement at any time prior to the Effective Time (as defined in the Arrangement Agreement).
- 8. If any holder of Broadway Common Shares in connection with the Consolidation or any recipient of Broadway Multiple Voting Shares or Broadway Subordinate Voting Shares (as the case may be) in connection with the Arrangement would otherwise be entitled to receive a fractional common share upon giving effect to the Consolidation, the Authorized Capital Amendment and/or the Arrangement, such fractional interest shall be rounded up to the nearest whole common share if the fractional interest is equal to or greater than 0.5 of a Broadway Common Share and rounded down to the nearest whole common share if the fractional interest is less than 0.5 of a Broadway Common Share;
- 9. Any one director or officer of Broadway is hereby authorized and directed, for and on behalf and in the name of Broadway, to execute and deliver, whether under the corporate seal of Broadway or otherwise, all such deeds, instruments, assurances, agreements, forms, waivers, notices, certificates, confirmations and other documents and to do or cause to be done all such other acts and things as in the opinion of such director or officer may be necessary, desirable or useful for the purpose of giving effect to these resolutions (including, without limitation, the delivery of articles of arrangement or articles of amendment in the prescribed form), the Consolidation, the Name Change, the Authorized Capital Amendment, the Arrangement Agreement and the completion of the Plan of Arrangement in accordance with the terms of the Arrangement Agreement, including:
 - (a) all actions required to be taken by or on behalf of Broadway, and all necessary filings and obtaining the necessary approvals, consents and acceptances of appropriate regulatory authorities; and
 - (b) the signing of the certificates, consents and other documents or declarations required under the Arrangement Agreement or otherwise to be entered into by Broadway;

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

APPENDIX "II"

MERGER OF MIND MEDICINE, INC. AND BROADWAY DELAWARE SUBCO INC.

1. The Articles and By-Laws for MindMed after the Merger shall be in the forms of the Articles and By-Laws attached hereto.
2. The registered and records office of MindMed after the Merger, until changed in accordance with the *Delaware General Corporation Law*, shall be located at c/o Cogency Global Inc., 850 New Burton Rd., Suite 201, Dover County of Kent, Delaware 19904.
3. The minimum and maximum number of directors of MindMed after the Merger, until changed in accordance with the articles of MindMed after the Merger, shall be one and fifteen, respectively, and shall hereby be fixed at three.
4. The full names, addresses and occupations of the first directors of MindMed after the Merger are set out in Exhibit A attached hereto and each such director shall hold office until he ceases to hold office as specified in the *Delaware General Corporation Law* or the By-Laws of MindMed.
5. The full names and offices of the officers of MindMed after the Merger are set out in Exhibit A attached hereto and the said officers shall hold office at the pleasure of the directors of MindMed after the Merger.
6. The first annual meeting of MindMed after the Merger shall be held within 18 months after the Merger in accordance with the *Delaware General Corporation Law*.
7. The financial year of MindMed after the Merger shall end on December 31 of each year, until changed by the directors of MindMed after the Merger.
8. The rights of creditors against the property, rights and assets of Broadway Delaware Subco Inc. and all liens on its respective property, rights and assets shall be unimpaired by the Merger and all debts, contracts, liabilities and duties of Broadway Delaware Subco Inc. immediately prior to the Merger shall attach to MindMed and may be enforced against it.
9. No action or proceeding by or against Broadway Delaware Subco Inc. shall abate or be affected by the Merger, but for all purposes of any such action or proceeding Broadway Delaware Subco Inc. shall be deemed still to exist or MindMed may be substituted in such action or proceeding in place hereof.
10. MindMed shall be seized of and shall hold and possess all the property, rights and interests and shall be subject to all the debts, liabilities and obligations of Broadway Delaware Subco Inc..
11. The directors of MindMed shall have full power to carry the Merger into effect and to perform such acts as are necessary or proper for such purposes.
12. The auditors of MindMed after the Merger, until the first annual general meeting of the Holders of MindMed after the Merger, shall be Ernst & Young, LLP, unless such Chartered Accountants resign or are removed in accordance with the provisions of the *Delaware General Corporation Law*.

SCHEDULE “B”
TRANSFER AGREEMENT

THIS AGREEMENT is made on the Effective Date to be effective as of ten (10) minutes prior to the Effective Time (the “**Transfer Agreement Effective Time**”).

BETWEEN:

BROADWAY GOLD MINING LTD.

(“**Broadway**”)

AND:

MADISON METALS INC.

(“**Subco**”)

BACKGROUND:

A. Broadway, Subco (a wholly owned subsidiary of Broadway), Broadway Delaware Subco Inc. and Mind Medicine, Inc. (“**MindMed**”) have entered into an Arrangement Agreement effective as of October 15, 2019 (the “**Arrangement Agreement**”) in connection with the terms of which, among other things, Broadway and Subco are proposing to carry out certain transactions under the arrangement provisions of section 288 of the *Business Corporations Act* (British Columbia) (the “**Plan of Arrangement**”) pursuant to which Broadway has agreed to sell and assign, and Subco has agreed to purchase, all of Broadway’s right, title, interest and obligations in and to the Transferred Assets as of the Effective Date, on the terms and conditions contained in this Agreement.

B. As partial consideration for the purchase of the Transferred Assets, Subco has agreed to assume, and Broadway has agreed to transfer and assign, as of the Transfer Agreement Effective Time, all of Broadway’s obligations and liabilities under the Assumed Liabilities, on the terms and conditions contained in this Transfer Agreement.

C. In consideration of the transfer of the Transferred Assets, Subco will issue common shares in its capital to Broadway, which common shares will be distributed on a pro-rata basis to Broadway’s shareholders in connection with the Plan of Arrangement.

NOW THEREFORE in consideration of the premises, mutual covenants and agreements contained in this Agreement and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged) Broadway and Subco covenant and agree as follows:

1. **DEFINED TERMS**

1.1 Any capitalized terms used herein but not defined herein will have the meaning ascribed to such term in the Arrangement Agreement. Where used herein or in any schedule or amendment hereto, the following terms shall have the following meanings respectively:

- (a) “**Agreed Amount**” has the meaning ascribed thereto in the Arrangement Agreement;
- (b) “**Arrangement**” has the meaning ascribed thereto in the Arrangement Agreement;
- (c) “**Arrangement Agreement**” has the meaning ascribed thereto in the Recitals;
- (d) “**Assessment**” means an assessment, reassessment or any other formal claim in respect of Reorganization Taxes made by any Taxation Authority;
- (e) “**Assumed Liabilities**” means all obligations and liabilities of Broadway relating to the Transferred Assets including, without limitation, those obligations and liabilities of Broadway relating to the Transferred Assets set out in Schedule “B”;
- (f) “**Broadway Common Shares**” has the meaning ascribed thereto in the Arrangement Agreement;
- (g) “**Broadway Shareholders**” has the meaning ascribed thereto in the Arrangement Agreement;
- (h) “**Business Day**” has the meaning ascribed thereto in the Arrangement Agreement;
- (i) “**Contract**” means any agreement, contract, indenture, lease, deed of trust, licence, option, undertaking, promise or any other commitment or obligation, whether oral or written, express or implied;
- (j) “**Effective Date**” has the meaning ascribed thereto in the Arrangement Agreement;
- (k) “**Effective Time**” has the meaning ascribed thereto in the Arrangement Agreement;
- (l) “**Employees**” means employees and independent contractors of Broadway;
- (m) “**Expenses**” means all reasonable out-of-pocket costs, outlays and expenses incurred by Broadway to a third party in respect of a Tax Proceeding or an Assessment including related contests;
- (n) “**Final Determination**” in respect of an Assessment means (i) negotiated compromise or settlement of such Assessment with the relevant Taxation Authority, or (ii) a final judgment of a court of competent jurisdiction in respect of such Assessment from which no appeal is taken within the time limit therefor
- (o) “**Madison Project**” has the meaning ascribed thereto in the Arrangement Agreement;
- (p) “**Montana Subsidiary**” has the meaning ascribed thereto in the Arrangement Agreement;
- (q) “**Montana Subsidiary Shares**” means all of the issued and outstanding securities in the capital of the Montana Subsidiary;

- (r) “**Reorganization**” means the transactions described in Section 2.1 of the Arrangement Agreement, and the transfer of the Transferred Assets to Subco and the distribution of Subco Consideration Shares to Broadway Shareholders pursuant to the Arrangement;
- (s) “**Reorganization Taxes**” means all the Taxes payable by Broadway in respect of, arising from or as a result of the Reorganization, net of all tax credits permitted under
 - (i) the Tax Act; and
 - (ii) applicable provincial tax laws;

in respect of Taxes imposed by any country other than Canada and any governmental subdivision within such country;

- (t) “**Subco Consideration Shares**” has the meaning ascribed thereto in subsection 2.3(b);
- (u) “**Non-Assignable Rights**” has the meaning ascribed thereto in subsection 2.6;
- (v) “**notice**” has the meaning ascribed thereto in subsection 8.1;
- (w) “**Purchase Price**” has the meaning ascribed thereto in subsection 2.2;
- (x) “**Tax Act**” has the meaning ascribed thereto in the Arrangement Agreement;
- (y) “**Taxation Authority**” means any government, agency or authority which is entitled to impose or collect Taxes and shall, for greater certainty, include but not be limited to, the federal government of Canada and of any country other than Canada and any provincial, state, or other governmental subdivision within Canada or within any country other than Canada;
- (z) “**Tax Proceeding**” means any audit, examination, investigation or similar proceeding by a Taxation Authority related to the Reorganization;
- (aa) “**Taxes**” has the meaning ascribed thereto in the Arrangement Agreement;
- (bb) “**Transfer Agreement Effective Time**” has the meaning set out on the face page hereof;
- (cc) “**Transferred Assets**” has the meaning more particularly set out in Schedule “A” hereto;
- (dd) “**Transmission**” has the meaning ascribed thereto in subsection 8.1(c).

2. **TRANSFER AND ASSUMPTION OF ASSETS AND LIABILITIES**

- 2.1 **Transferred Assets:** Broadway hereby transfers, sells and assigns to Subco and Subco hereby purchases from Broadway, as of the Effective Date, all of Broadway’s right, title and interest in and to the Transferred Assets, effective as of the Transfer Agreement Effective Time.

- 2.2 **Purchase Price Allocation:** The aggregate purchase price payable by Subco to Broadway for the Transferred Assets shall be the fair market value of such Transferred Assets which the parties have agreed to be C\$3,750,000 (the “**Purchase Price**”).
- 2.3 **Payment of Purchase Price:** Subco hereby pays the Purchase Price to Broadway in full by issuing to Broadway, as fully paid and non-assessable shares, such number of Subco Common Shares as are required to be issued so that, after such issuance, the number of outstanding Subco Common Shares is equal to the number of Broadway Common Shares outstanding at the Effective Date (excluding Broadway Common Shares held by shareholders dissenting to the Arrangement) (the “**Subco Consideration Shares**”).
- 2.4 **No Assumption of Obligations or Liabilities of Broadway:** Except for the Assumed Liabilities, Subco will not assume any obligations or liabilities of Broadway.
- 2.5 **Indemnity with respect to Assumed Liabilities:** In connection with Subco’s assumption of the Assumed Liabilities, Subco shall:
- (a) indemnify and save Broadway and MindMed harmless from all and any costs, damages, or expenses that may be paid or incurred because of failure of Subco to perform, discharge, observe and fulfill, all or any of the obligations, covenants, agreements, and obligations forming part of the Assumed Liabilities; and
 - (b) if any suit or action is commenced against Broadway and/or MindMed in connection with any of the Assumed Liabilities or in respect of any covenant, condition, agreement, or obligation assumed hereby, assume the conduct of such case and provide Broadway and MindMed such further indemnification from all and any costs, damages, or expenses as Broadway and/or MindMed may reasonably require.
- 2.6 **Assignment of Contracts:** Nothing in this Agreement will be construed as an assignment of, or an attempt to assign to Subco, any Contract which as a matter of law or by its terms is (i) not assignable, or (ii) not assignable without the approval or consent of the issuer thereof or the other party or parties thereto, without first obtaining such approval or consent (collectively “**Non-Assignable Rights**”). In connection with such Non-Assignable Rights, Broadway will, at the expense of Subco,
- (a) maintain the existence of the Non-Assignable Rights in trust for Subco, to the extent lawful;
 - (b) comply with the terms and provisions of the Non-Assignable Rights as agent for Subco, to the extent lawful;
 - (c) apply for and use all reasonable commercial efforts to obtain consents or approvals contemplated by the Contracts for the Non-Assignable Rights, in a form satisfactory to Subco, acting reasonably;
 - (d) co-operate with Subco in any reasonable and lawful arrangements designed to provide the benefits of such Non-Assignable Rights to Subco;

- (e) enforce any rights of Broadway arising from such Non-Assignable Rights against the issuer thereof or the party or parties thereto;
- (f) take all such actions and do, or cause to be done, all such things at the request of Subco as will reasonably be necessary and proper in order that the value of the Non-Assignable Rights will be preserved and will enure to the benefit of Subco; and
- (g) pay over to Subco all monies collected by or paid to Broadway in request of such Non-Assignable Rights.

2.7 **Sales Tax:** Subco will be responsible for and will pay all stamp duties or other transfer taxes in respect of the transactions contemplated under this Agreement.

3. **REPRESENTATIONS AND WARRANTIES**

3.1 **Broadway:** Broadway hereby represents and warrants to Subco and acknowledges and confirms that Subco is relying upon Broadway's representations and warranties in entering into this Agreement, that:

- (a) **Incorporation** - Broadway is duly incorporated and validly existing under the laws of Province of British Columbia;
- (b) **Enforceability** - This Agreement constitutes a legal, valid and binding obligation of Broadway enforceable against Broadway in accordance with its terms except as may be limited by laws of general application affecting the rights of creditors, and subject to the availability of any equitable remedy in any particular instance;
- (c) **Authority** - Broadway has sufficient right, authority and capacity to enter into this Agreement and to carry out the transactions contemplated in this Agreement in accordance with the terms of this Agreement; and
- (d) **Residency** - Broadway is not a non-resident of Canada within the meaning of the *Income Tax Act* (Canada).

3.2 **Subco:** Subco represents and warrants to Broadway and acknowledges and confirms that Broadway is relying upon Subco's representations and warranties in entering into this Agreement, that:

- (a) **Incorporation** - Subco is duly incorporated and validly existing under the laws of Province of British Columbia;
- (b) **Enforceability** - This Agreement constitutes a legal, valid and binding obligation of Subco enforceable against Subco in accordance with its terms except as may be limited by laws of general application affecting the rights of creditors, and subject to the availability of any equitable remedy in any particular instance;

- (c) Authority - Subco has sufficient right, authority and capacity to enter into this Agreement and to carry out the transactions contemplated in this Agreement in accordance with the terms of this Agreement.

3.3 **Survival:** All of the representations and warranties in Sections 3.1 and 3.2 of this Agreement will survive the Effective Time and, notwithstanding the closing of the transactions provided for in this Agreement, will continue in full force and effect.

4. **TRANSFER OF EMPLOYEES**

Subco shall be entitled to offer employment to any Employees of Broadway and Subco will, after the Effective Date, be responsible for all of Broadway's and Subco's obligations to such Employees who become employees of Subco after the Effective Date.

5. **COVENANTS**

5.1 **Addition to Capital Account:** With respect to the issuance of the Subco Consideration Shares, Subco will add to the stated capital for the outstanding Subco Common Shares the amount of the Purchase Price.

6. **INDEMNIFICATION**

6.1 **Indemnity:**

(a) Subco shall indemnify Broadway and MindMed from and against, and pay to Broadway, in accordance with the terms of this Agreement, all Reorganization Taxes and Expenses. Expenses shall be paid by Subco to Broadway and/or MindMed, as applicable, as soon as Subco is advised of the amount thereof with reasonable supporting evidence. If any Taxation Authority should issue an Assessment claiming an amount of Reorganization Taxes, Subco shall pay such amount directly to the relevant Taxation Authority on behalf of Broadway (to the extent not previously paid by Subco), which payment shall be made at such time as such amount is required by applicable law to be paid, provided that Subco may at any time pay to the relevant Taxation Authority, on behalf of Broadway, the full amount of Reorganization Taxes claimed pursuant to an Assessment prior to the Final Determination of the Assessment, and Subco shall not be responsible for interest or penalties incurred after Subco has made such payment.

(b) In addition to any amount due to Broadway on account of Reorganization Taxes pursuant to Section 6.1(a), Subco shall pay to Broadway within ten (10) Business Days after receipt from Broadway of a written request for payment, accompanied by supporting calculations, such additional amount as may be necessary to provide to Broadway the full amount payable by Broadway on account of the Reorganization Taxes after providing for any applicable Taxes payable on the amount payable to Broadway pursuant to Section 6.1(a) or this Section 6.1(b). For greater certainty, for purposes of determining the quantum of indemnification required hereunder on an after-tax basis, Reorganization Taxes and amounts payable under this Section 6.1(b) shall be determined as if Broadway had no deductions available to it with which to reduce or offset its income, taxable income

or Taxes payable, if any, attributable to the indemnification required hereunder, other than any amounts actually deducted by Broadway in computing taxable income for its taxation year ending immediately prior to the Transfer Agreement Effective Time in respect of non-capital losses of a subsequent taxation year.

7. **CLOSING**

7.1 **Closing:** The transfer of the Transferred Assets and the payment of the Purchase Price will be closed as of the Effective Date at such place as determined by the parties hereto.

7.2 **Deliveries by Broadway:** Broadway will deliver or cause to be delivered to Subco:

- (a) ***Bills of Sale, Consents, etc.:*** all certificates representing the Montana Subsidiary Shares, any additional deeds, bills of sale, transfers and assignments, consents and instruments that are necessary to effectively transfer all of Broadway's right, title and interest in and to the Transferred Assets to Subco, including, without limitation, a bill of sale in respect of the assets set out under the heading "Transferred Assets" in Schedule "A"; and
- (c) ***Other Documents:*** all other documents, agreements or certificates as may be reasonably requested by Subco to give effect to the terms of this Agreement.

7.3 **Deliveries by Subco:** Subco will deliver to cause to be delivered to Broadway:

- (a) ***Subco Consideration Shares:*** a share certificate representing the Subco Consideration Shares registered in the name of Broadway; and
- (b) ***Other Documents:*** all other documents, agreements or certificates as may be reasonably requested by Broadway to give effect to the terms of this Agreement.

8. **PASSING OF PROPERTY**

This Agreement will, without any further act or formality, operate as a transfer and assignment of the Transferred Assets to Subco with effect as of ten (10) minutes prior to Effective Time on the Effective Date. If any of the Transferred Assets come into the possession of Broadway after the Effective Date, are not effectively transferred or assigned to Subco or require the consent of a third party to such transfer, then Broadway will hold any such Transferred Assets as bare trustee in trust for and at the sole cost of Subco in accordance with Section 2.5 until possession thereof has been delivered by Broadway, they have been effectively transferred to Subco or until such third party consent has been obtained. For greater certainty, this Agreement will have force and effect only if all of the transactions set out in the Arrangement Agreement are completed or waived by the party entitled to waiver thereof.

9. **NOTICE**

9.1 Any notice, demand or other communication (in this Section 8, a "**notice**") to be given or made under this Agreement must be in writing and is sufficiently given or made if:

- (a) delivered in person and left with a receptionist or other responsible employee of the relevant party at the applicable address set forth below;
- (b) sent by prepaid courier service or (except in the case of actual or apprehended disruption of postal services) mail; or
- (c) sent by facsimile transmission, with confirmation of transmission by the transmitting equipment (a “**Transmission**”);

in the case of notice to Broadway

700-1199 West Hastings Street
Vancouver B.C.
V6E 3T5

Attention: Duane Parnham
Email: duane.parnham@gmail.com

in the case of notice to Subco

700-1199 West Hastings Street
Vancouver B.C.
V6E 3T5

Attention: Duane Parnham
Email: duane.parnham@gmail.com

9.2 Any notice sent in accordance with this Section 8 shall be deemed to have been received:

- (a) if delivered during normal business hours on a Business Day in the place where the notice is received, on the date of delivery;
- (b) if sent by mail, on the fifth Business Day in the place where the notice is received after mailing, or, in the case of disruption of postal service, on the fifth Business Day after cessation of that disruption;
- (c) if sent by facsimile during normal business hours on a Business Day in the place where the Transmission is received, on the same day that it was received by Transmission, on production of a Transmission report from the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the relevant facsimile number of the recipient; or
- (d) if sent in any other manner, on the date of actual receipt;

except that any notice delivered in person or sent by Transmission not on a Business Day or after normal business hours on a Business Day, in each case in the place where the notice is received, shall be deemed to have been received on the next succeeding Business Day in the place where the notice is received.

9.3 Any party may change its address for notice by giving notice to the other parties in accordance with this Section 8.

10. **MISCELLANEOUS**

10.1 **Currency:** Unless otherwise indicated, all dollar amounts referred to in this Agreement are in lawful money of Canada.

10.2 **Further Assurances:** Each party promptly do, execute, deliver or cause to be done, executed or delivered all further acts, documents and matters in connection with this Agreement (including, without limitation, carrying out each party's obligations under section 2.6), that the other parties may reasonably require, for the purposes of giving effect to this Agreement.

10.3 **Governing Law:** This Agreement will be governed by and interpreted in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in British Columbia.

10.4 **Enurement:** This Agreement will be binding upon and enure to the benefit of the parties to this Agreement and their respective successors and permitted assigns; provided that no party may assign this Agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld).

10.5 **Time of the Essence:** Time is of the essence of this Agreement.

10.6 **Severability:** If, in any jurisdiction, any provision of this Agreement or its application to any party or circumstance is restricted, prohibited or unenforceable, that provision shall, as to that jurisdiction, be ineffective only to the extent of that restriction, prohibition or unenforceability without invalidating the remaining provisions of this Agreement, without affecting the validity or enforceability of that provision in any other jurisdiction and, if applicable, without affecting its application to the other party or circumstances. The parties shall engage in good faith negotiations to replace any provision which is so restricted, prohibited or unenforceable with an unrestricted and enforceable provision, the economic effect of which comes as close as possible to that of the restricted, prohibited or unenforceable provision which it replaces.

10.7 **Entire Agreement:** This Agreement, together with the Arrangement Agreement, constitutes the entire agreement between the parties and supersedes all previous communications, representations and agreements, whether verbal or written, between the parties with respect to the subject matter of this Agreement.

10.8 **Counterparts:** This Agreement may be executed in any number of counterparts, each of which when executed and delivered (by facsimile or otherwise) will be deemed to be an original, and all of which together will constitute one and the same document.

[The remainder of this page has deliberately been left blank.]

IN WITNESS WHEREOF the parties hereto have entered into this Agreement with effect as of ten (10) minutes prior the Effective Time, but executed as of this 15th day of October, 2019.

BROADWAY GOLD MINING LTD.

Per:

(signed) "Duane Parnham"
Duane Parnham

MADISON METALS INC.

Per:

(signed) "Duane Parnham"
Duane Parnham

SCHEDULE "A"

TRANSFERRED ASSETS

The Transferred Assets consist of all of Broadway's right, title and interest in and to:

- (1) the Madison Subsidiary and the Madison Project;
- (2) all factual, non-proprietary, non-interpretive data directly derived from the Madison Project, including, but not limited to, technical, economic, geological, and any studies, reports, mining models, assays, drill core, drill-hole data, geochemical reports, recovery reports and any other information directly derived from the Madison Project."

SCHEDULE “B”

ASSUMED LIABILITIES

The Assumed Liabilities consist of:

- (1) all obligations and liabilities of Broadway in connection with the Madison Project, including, for greater certainty, pursuant to the Earn-In with Option to Joint Venture Agreement effective April 30, 2019 between Kennecott Exploration Company, Montana Subsidiary and Broadway;
- (2) all liabilities of Broadway in connection with or related to the Montana Subsidiary existing as of the Effective Time;
- (3) all liabilities associated with Broadway’s mineral exploration and development business as conducted prior to the completion of the Arrangement, including, for greater certainty, any liabilities associated with the terminated acquisition of an 85% interest in a land package in Namibia, Africa as publicly announced on June 3, 2019;
- (4) any liabilities or obligations of Broadway in excess of the Agreed Amount pursuant to subsection 4.9(a)(iii) of the Arrangement Agreement; and
- (5) the amount of US\$50,000 to be paid to MindMed pursuant to subsection 4.9(a)(iv) of the Arrangement Agreement.

SCHEDULE "C"

BROADWAY CONVERTIBLE SECURITIES

3,100,500 common share purchase warrants at an exercise price of \$0.15 per share.

3,400,000 stock options with a weighted average price of \$0.17 per share.

SCHEDULE "D"

MindMed CONVERTIBLE SECURITIES

None as of the date of this Agreement. Pursuant to any MindMed Financing, MindMed may issue convertible securities exercisable to acquire Class D Shares.

SCHEDULE “E”

BROADWAY MULTIPLE VOTING SHARE TERMS

An unlimited number of Multiple Voting Shares, without nominal or par value, having attached thereto the special rights and restrictions as set forth below:

- (a) **Voting Rights.** Holders of Multiple Voting Shares shall be entitled to notice of and to attend at any meeting of the shareholders of the Company, except a meeting of which only holders of another particular class or series of shares of the Company shall have the right to vote. At each such meeting, holders of Multiple Voting Shares will be entitled to one vote in respect of each Subordinate Voting Share into which such Multiple Voting Share could ultimately then be converted, which for greater certainty, shall initially equal one hundred (100) votes per Multiple Voting Share.
- (b) **Alteration to Rights of Multiple Voting Shares.** As long as any Multiple Voting Shares remain outstanding, the Company will not, without the consent of the holders of the Multiple Voting Shares by separate special resolution, prejudice or interfere with any right or special right attached to the Multiple Voting Shares. Consent of the holders of a majority of the outstanding Multiple Voting Shares shall be required for any action that authorizes or creates shares of any class having preferences superior to or on a parity with the Multiple Voting Shares. In connection with the exercise of the voting rights contained in this paragraph each holder of Multiple Voting Shares will have one vote in respect of each Multiple Voting Share held.
- (c) **Dividends.** The holder of Multiple Voting Shares shall have the right to receive dividends, out of any cash or other assets legally available therefor, *pari passu* (on an as converted basis, assuming conversion of all Multiple Voting Shares into Subordinate Voting Shares at the Conversion Ratio) as to dividends and any declaration or payment of any dividend on the Subordinate Voting Shares. No dividend will be declared or paid on the Multiple Voting Shares unless the Corporation simultaneously declares or pays, as applicable, equivalent dividends (on an as-converted to Subordinate Voting Share basis) on the Subordinate Voting Shares.
- (d) **Liquidation, Dissolution or Winding-Up.** In the event of the liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, or in the event of any other distribution of assets of the Corporation among its shareholders for the purpose of winding up its affairs, the holders of Multiple Voting Shares will, subject to the prior rights of the holders of any shares of the Corporation ranking in priority to the Multiple Voting Shares, be entitled to participate rateably along with all other holders of Multiple Voting Shares (on an as-converted to Subordinate Voting Share basis) and Subordinate Voting Shares.

- (e) **Rights to Subscribe; Pre-Emptive Rights.** The holders of Multiple Voting Shares are not entitled to a right of first refusal to subscribe for, purchase or receive any part of any issue of Subordinate Voting Shares, or bonds, debentures or other securities of the Company now or in the future.
- (f) **Conversion.**

Subject to the Conversion Restrictions set forth in this section (g), holders of Multiple Voting Shares Holders shall have conversion rights as follows (the “**Conversion Rights**”):

- (i) **Right to Convert.** Each Multiple Voting Share shall be convertible, at the option of the holder thereof, at any time after the date of issuance of such share at the office of the Corporation or any transfer agent for such shares, into fully paid and nonassessable Subordinate Voting Shares as is determined by multiplying the number of Multiple Voting Shares by the Conversion Ratio applicable to such share, determined as hereafter provided, in effect on the date the Multiple Voting Share is surrendered for conversion. The initial “**Conversion Ratio**” for shares of Multiple Voting Shares shall be 100 Subordinate Voting Shares for each Multiple Voting Share; provided, however, that the Conversion Ratio shall be subject to adjustment as set forth in subsections (viii) and (ix).
- (ii) **Conversion Limitations.** Before any holder of Multiple Voting Shares shall be entitled to convert the same into Subordinate Voting Shares, the Board of Directors (or a committee thereof) shall designate an officer of the Corporation to determine if any Conversion Limitation set forth in Section (g)(iii) or (v) shall apply to the conversion of Multiple Voting Shares.
- (iii) **Foreign Private Issuer Protection Limitation:** The Corporation will use commercially reasonable efforts to maintain its status as a “foreign private issuer” (as determined in accordance with Rule 3b-4 under the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”). Accordingly, the Corporation shall not effect any conversion of Multiple Voting Shares, and the holders of Multiple Voting Shares shall not have the right to convert any portion of the Multiple Voting Shares, pursuant to Section (g) or otherwise, to the extent that after giving effect to all permitted issuances after such conversions of Multiple Voting Shares, the aggregate number of Subordinate Voting Shares and Multiple Voting Shares held of record, directly or indirectly, by residents of the United States (as determined in accordance with Rules 3b-4 and 12g3-2(a) under the Exchange Act (“**U.S. Residents**”)) would exceed forty percent (45%) (the “**45% Threshold**”) of the aggregate number of Subordinate Voting Shares and Multiple Voting Shares issued and outstanding after giving effect to such

conversions (the “**FPI Protective Restriction**”). The Board may by resolution increase the 45% Threshold to an amount not to exceed 50% and in the event of any such increase all references to the 45% Threshold herein, shall refer instead to the amended threshold set by such resolution.

Conversion Limitations. In order to effect the FPI Protection Restriction, each holder of Multiple Voting Shares will be subject to the 45% Threshold based on the number of Multiple Voting Shares held by such holder as of the date of the initial issuance of the Multiple Voting Shares and thereafter at the end of each of the Corporation’s subsequent fiscal quarters (each, a “**Determination Date**”), calculated as follows:

$$X = [(A \times 0.45) - B] \times (C/D)$$

Where on the Determination Date:

X = Maximum Number of Subordinate Voting Shares Available For Issue upon Conversion of Multiple Voting Shares by a holder.

A = The Number of Subordinate Voting Shares and Multiple Voting Shares issued and outstanding on the Determination Date.

B = Aggregate number of Subordinate Voting Shares and Multiple Voting Shares held of record, directly or indirectly, by U.S. Residents on the Determination Date.

C = Aggregate number of Multiple Voting Shares held by holder on the Determination Date.

D = Aggregate number of all Multiple Voting Shares on the Determination Date.

For purposes of this subsection (g)(iii), the Board of Directors (or a committee thereof) shall designate an officer of the Corporation to determine as of each Determination Date: (A) the 45% Threshold and (B) the FPI Protective Restriction. Within thirty (30) days of the end of each Determination Date (a “Notice of Conversion Limitation”), the Corporation will provide each holder of record a notice of the FPI Protection Restriction and the impact the FPI Protective Provision has on the ability of each holder to exercise the right to convert Multiple Voting Shares held by the holder. To the extent that requests for conversion of Multiple Voting Shares subject to the FPI Protection Restriction would result in the 45% Threshold being exceeded, the number of such Multiple Voting Shares eligible for conversion held by a particular holder shall be prorated relative to the number of Multiple Voting Shares submitted for conversion. To

the extent that the FPI Protective Restriction contained in this Section (g) applies, the determination of whether Multiple Voting Shares are convertible shall be in the sole discretion of the Corporation.

- (iv) **Mandatory Conversion.** Notwithstanding subsection (g)(iv), the Corporation may require each holder of Multiple Voting Shares to convert all, and not less than all, the Multiple Voting Shares at the applicable Conversion Ratio (a “**Mandatory Conversion**”) if at any time all the following conditions are satisfied (or otherwise waived by special resolution of holders of Multiple Voting Shares):
 - (A) the Subordinate Voting Shares issuable upon conversion of all the Multiple Voting Shares are registered for resale and may be sold by the holder thereof pursuant to an effective registration statement and/or prospectus covering the Subordinate Voting Shares under the United States Securities Act of 1933, as amended (the “**U.S. Securities Act**”); and
 - (B) the Corporation is subject to the reporting requirements of Section 13 or 15(d) of the U.S. Exchange Act.

The Corporation will issue or cause its transfer agent to issue each holder of Multiple Voting Shares of record a Mandatory Conversion Notice at least 20 days prior to the record date of the Mandatory Conversion, which shall specify therein, (i) the number of Subordinate Voting Shares into which the Multiple Voting Shares are convertible and (ii) the address of record for such holder. On the record date of a Mandatory Conversion, the Corporation will issue or cause its transfer agent to issue each holder of record on the Mandatory Conversion Date certificates representing the number of Subordinate Voting Shares into which the Multiple Voting Shares are so converted and each certificate representing the Multiple Voting Shares shall be null and void.

- (g) **Beneficial Ownership Restriction:** The Corporation shall not effect any conversion of Multiple Voting Shares, and a holder thereof shall not have the right to convert any portion of its Multiple Voting Shares, pursuant to section (g) or otherwise, to the extent that after giving effect to such issuance after conversion as set forth on the applicable Conversion Notice, the Holder (together with the Holder’s Affiliates (each, an “**Affiliate**” as defined in Rule 12b-2 under the U.S. Exchange Act), and any other persons acting as a group together with the Holder or any of the Holder’s Affiliates), would beneficially own in excess of 9.99% of the number of the Subordinate Voting Shares outstanding immediately after giving effect to the issuance of Subordinate Voting Shares issuable upon conversion of the

Multiple Voting Shares subject to the Conversion Notice (the “**Beneficial Ownership Limitation**”).

For purposes of the foregoing sentence, the number of Subordinate Voting Shares beneficially owned by the holder and its Affiliates shall include the number of Subordinate Voting Shares issuable upon conversion of Multiple Voting Shares with respect to which such determination is being made, but shall exclude the number of Subordinate Voting Shares which would be issuable upon

(b) conversion of the remaining, non-converted portion of Multiple Voting Shares beneficially owned by the holder or any of its Affiliates and (ii) exercise or conversion of the unexercised or non-converted portion of any other securities of the Corporation subject to a limitation on conversion or exercise analogous to the limitation contained herein beneficially owned by the holder or any of its Affiliates. In any case, the number of outstanding Subordinate Voting Shares shall be determined after giving effect to the conversion or exercise of securities of the Corporation, including Multiple Voting Shares subject to the Conversion Notice, by the holder or its Affiliates since the date as of which such number of outstanding Subordinate Voting Shares was reported. Except as set forth in the preceding sentence, for purposes of this Section (g)(v), beneficial ownership shall be calculated in accordance with Section 13(d) of the U.S. Exchange Act and the rules and regulations promulgated thereunder based on information provided by the Class A Shareholder to the Corporation in the Conversion Notice.

To the extent that the limitation contained in this Section (g)(v) applies and the Corporation can convert some, but not all, of such Multiple Voting Shares submitted for conversion, the Corporation shall convert Multiple Voting Shares up to the Beneficial Ownership Limitation in effect, based on the number of Multiple Voting Shares submitted for conversion on such date. The Multiple Voting Shares are convertible (in relation to other securities owned by the holder together with any Affiliates) and of which Multiple Voting Shares are convertible shall be in the sole discretion of the Corporation, and the submission of a Conversion Notice shall be deemed to be the holder's certification as to the holder's beneficial ownership of Subordinate Voting Shares of the Corporation, and the Corporation shall have the right, but not the obligation, to verify or confirm the accuracy of such beneficial ownership.

The holder, upon notice to the Corporation, may increase or decrease the Beneficial Ownership Limitation provisions of this Section (g)(v), provided that the Beneficial Ownership Limitation in no event exceeds 19.99% of the number of the Subordinate Voting Shares outstanding immediately after giving effect to the issuance of Subordinate Voting Shares upon conversion of Multiple Voting Shares subject to the Conversion Notice and the provisions of this Section (g)(v) shall continue to apply. Any increase in the Beneficial Ownership Limitation will not be effective until the 61st day after such notice is delivered to the Corporation. The provisions of this paragraph

shall be construed and implemented in a manner otherwise than in strict conformity with the terms of this Section (g)(v) to correct this paragraph (or any portion hereof) which may be defective or inconsistent with the intended Beneficial Ownership Limitation herein contained or to make changes or supplements necessary or desirable to properly give effect to such limitation. The limitations contained in this paragraph shall apply to a successor holder of Multiple Voting Shares.

- (h) **Disputes.** In the event of a dispute as to the number of Subordinate Voting Shares issuable to a Holder in connection with a conversion of Multiple Voting Shares, the Corporation shall issue to the Holder the number of Subordinate Voting Shares not in dispute and resolve such dispute in accordance with Section(g)(xiii).
- (i) **Mechanics of Conversion.** Before any holder of Multiple Voting Shares shall be entitled to convert Multiple Voting Shares into Subordinate Voting Shares, the holder thereof shall surrender the certificate or certificates therefor, duly endorsed, at the office of the Corporation or of any transfer agent for Subordinate Voting Shares, and shall give written notice to the Corporation at its principal corporate office, of the election to convert the same and shall state therein the name or names in which the certificate or certificates for Subordinate Voting Shares are to be issued (each, a “**Conversion Notice**”). The Corporation shall (or shall cause its transfer agent to), as soon as practicable thereafter, issue and deliver at such office to such holder, or to the nominee or nominees of such holder, a certificate or certificates for the number of Subordinate Voting Shares to which such holder shall be entitled as aforesaid. Such conversion shall be deemed to have been made immediately prior to the close of business on the date of such surrender of the Multiple Voting Shares to be converted, and the person or persons entitled to receive the Subordinate Voting Shares issuable upon such conversion shall be treated for all purposes as the record holder or holders of such Subordinate Voting Shares as of such date.
- (j) **Adjustments for Distributions.** In the event the Corporation shall declare a distribution to holders of Subordinate Voting Shares payable in securities of other persons, evidences of indebtedness issued by the Corporation or other persons, assets (excluding cash dividends) or options or rights not otherwise causing adjustment to the Conversion Ratio (a “**Distribution**”), then, in each such case for the purpose of this subsection (g)(viii), the holders of Multiple Voting Shares shall be entitled to a proportionate share of any such Distribution as though they were the holders of the number of Subordinate Voting Shares into which their Multiple Voting Shares are convertible as of the record date fixed for the determination of the holders of Subordinate Voting Shares entitled to receive such Distribution.
- (ix) **Recapitalizations; Stock Splits.** If at any time or from time-to-time, the corporation shall (i) effect a recapitalization of the Subordinate Voting Shares;

(ii) issue Subordinate Voting Shares as a dividend or other distribution on outstanding Subordinate Voting Shares; (iii) subdivide the outstanding Subordinate Voting Shares into a greater number of Subordinate Voting Shares; (iv) consolidate the outstanding Subordinate Voting Shares into a smaller number of Subordinate Voting Shares; or (v) effect any similar transaction or action (each, a “**Recapitalization**”), provision shall be made so that the holders of Multiple Voting Shares shall thereafter be entitled to receive, upon conversion of Multiple Voting Shares, the number of Subordinate Voting Shares or other securities or property of the Corporation or otherwise, to which a holder of Subordinate Voting Shares deliverable upon conversion would have been entitled on such Recapitalization. In any such case, appropriate adjustment shall be made in the application of the provisions of this Section (g) with respect to the rights of the holders of Multiple Voting Shares after the Recapitalization to the end that the provisions of this Section (g) (including adjustment of the Conversion Ratio then in effect and the number of Multiple Voting Shares issuable upon conversion of Multiple Voting Shares) shall be applicable after that event as nearly equivalent as may be practicable.

- (iv) **No Fractional Shares and Certificate as to Adjustments.** No fractional Subordinate Voting Shares shall be issued upon the conversion of any Multiple Voting Shares and the number of Subordinate Voting Shares to be issued shall be rounded up to the nearest whole Subordinate Voting Share. Whether or not fractional Subordinate Voting Shares are issuable upon such conversion shall be determined on the basis of the total number of shares of Multiple Voting Shares the holder is at the time converting into Subordinate Voting Shares and the number of Subordinate Voting Shares issuable upon such aggregate conversion.
- (v) **Adjustment Notice.** Upon the occurrence of each adjustment or readjustment of the Conversion Ratio pursuant to this Section (g), the Corporation, at its expense, shall promptly compute such adjustment or readjustment in accordance with the terms hereof and prepare and furnish to each holder of Multiple Voting Shares a certificate setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based. The Corporation shall, upon the written request at any time of any holder of Multiple Voting Shares, furnish or cause to be furnished to such holder a like certificate setting forth (A) such adjustment and readjustment, (B) the Conversion Ratio for Multiple Voting Shares at the time in effect, and (C) the number of Subordinate Voting Shares and the amount, if any, of other property which at the time would be received upon the conversion of a Multiple Voting Share.

- (vi) **Effect of Conversion.** All Multiple Voting Shares which shall have been surrendered for conversion as herein provided shall no longer be deemed to be outstanding and all rights with respect to such shares shall immediately cease and terminate at the time of conversion (the “**Conversion Time**”), except only the right of the holders thereof to receive Subordinate Voting Shares in exchange therefor and to receive payment in lieu of any fraction of a share otherwise issuable upon such conversion.

- (xiii) **Disputes.** Any holder of Multiple Voting Shares that beneficially owns more than 5% of the issued and outstanding Multiple Voting Shares may submit a written dispute as to the determination of the conversion ratio or the arithmetic calculation of the conversion ratio of Multiple Voting Shares to Subordinate Voting Shares, the Conversion Ratio, 45% Threshold, FPI Protective Restriction or the Beneficial Ownership Limitation by the Corporation to the Board of Directors with the basis for the disputed determinations or arithmetic calculations. The Corporation shall respond to the holder within five (5) Business Days of receipt, or deemed receipt, of the dispute notice with a written calculation of the conversion ratio, the Conversion Ratio, 45% Threshold, FPI Protective Restriction or the Beneficial Ownership Limitation, as applicable. If the holder and the Corporation are unable to agree upon such determination or calculation of the Conversion Ratio, FPI Protective Restriction or the Beneficial Ownership Limitation, as applicable, within five (5) Business Days of such response, then the Corporation and the holder shall, within one (1) Business Day thereafter submit the disputed arithmetic calculation of the conversion ratio, Conversion Ratio, FPI Protective Restriction or the Beneficial Ownership Limitation to the Corporation’s independent, outside accountant. The Corporation, at the Corporation’s expense, shall cause the accountant to perform the determinations or calculations and notify the Corporation and the holder of the results no later than five (5) Business Days from the time it receives the disputed determinations or calculations. Such accountant’s determination or calculation, as the case may be, shall be binding upon all parties absent demonstrable error.

- (k) **Notices of Record Date.** Except as otherwise provided under applicable law, in the event of any taking by the Corporation of a record of the holders of any class of securities for the purpose of determining the holders thereof who are entitled to receive any dividend (other than a cash dividend) or other distribution, any right to subscribe for, purchase or otherwise acquire any shares of any class or any other securities or property, or to receive any other right, the Corporation shall mail to each holder of Multiple Voting Shares, at least 20 days prior to the date specified therein, a notice specifying the date on which any such record is to be taken for the purpose of such dividend, distribution or right, and the amount and character of such dividend, distribution or right.