

## ARRANGEMENT AGREEMENT

**THIS AGREEMENT** dated for reference the 19th day of November, 2020.

**AMONG:**

**RISETECH CAPITAL CORP.**, a corporation existing under the laws of the Province of British Columbia and having its head office at 2900 - 550 Burrard Street, Vancouver, British Columbia V6C 0A3

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

**AND:**

**TANTALUS SYSTEMS HOLDING INC.**, a corporation existing under the laws of Canada and having its head office at 200 - 3555 Gilmore Way, Burnaby, British Columbia V5G 3B2

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

**AND:**

**TANTALUS SYSTEMS SHAREHOLDERS INC.**, a corporation existing under the laws of Canada and having its head office at 200 - 3555 Gilmore Way, Burnaby, British Columbia V5G 3B2

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

**WHEREAS:**

(A) RiseTech and Tantalus have entered into a letter agreement dated September 8, 2020, as subsequently amended (the “**Letter Agreement**”), outlining the general terms and conditions of a proposed business combination between RiseTech and Tantalus (the “**Business Combination**”) to be completed by way of a reverse take-over; and

(B) Upon the terms and subject to the conditions set out in this Agreement, the parties hereto intend to effect the Business Combination pursuant to a statutory plan of arrangement under Section 192 of the CBCA (as defined herein) on the terms set out in the Plan of Arrangement (as defined herein).

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

### ARTICLE 1 – INTERPRETATION

#### Definitions

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

“**1933 Act**” means the U.S. Securities Act of 1933, as amended from time to time;

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

“**Amalco Replacement Options**” has the meaning ascribed to it in the Plan of Arrangement;

“**Amalco Replacement Warrants**” has the meaning ascribed to it in the Plan of Arrangement;

“**Amalco Shareholders**” means the holders of the Amalco Shares;

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

“**Amalgamated Company**” means the corporate entity formed as a result of the amalgamation of TSS and Tantalus pursuant to the Plan of Arrangement;

“**Arrangement**” means an arrangement under the provisions of Section 192 of the CBCA, on the terms and conditions set forth in the Plan of Arrangement, as amended from time to time in accordance with its terms;

“**Articles Amendment**” means amending and restating the articles of RiseTech, such articles to be in a form approved by Tantalus, acting reasonably;

“**BCBCA**” means the *Business Corporations Act* (British Columbia);

“**Business Combination**” has the meaning set forth in the Recitals;

“**Business Day**” means any day other than a Saturday or Sunday or statutory holiday in the Province of British Columbia, upon which banks generally are open for business in the city of Vancouver, British Columbia;

“**CBCA**” means the *Canada Business Corporations Act*;

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

“**Closing Date**” means the date upon which RiseTech and Tantalus agree in writing as the date upon which the Arrangement becomes effective, or, in the absence of such agreement, the day that is the 10<sup>th</sup> Business Day following the satisfaction or waiver of the conditions precedent in this Agreement, but in any event, no later than January 31, 2021, unless otherwise agreed between RiseTech and Tantalus;

“**Comerica Loan Agreement**” means the loan agreement, dated April 12, 2012, as supplemented, among Comerica Bank, Tantalus Systems Corp., Tantalus Systems Inc. and Energate Inc.;

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

“**Depository**” means TSX Trust Company;

“**Director**” means the Director appointed pursuant to Section 260 of the CBCA;

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

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

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

“**Escrowed Shares**” means 10,000,000 RiseTech Shares held subject to the escrow agreement dated September 28, 2018 among RiseTech and certain shareholders of RiseTech;

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

“**Filing Statement**” means the filing statement of RiseTech to be prepared jointly by RiseTech and Tantalus in respect of the Business Combination in accordance with Policy 2.4 of the Exchange;

“**Final Order**” means the final order of the Court approving the Arrangement, in form and substance acceptable to Tantalus and RiseTech, each acting reasonably, granted pursuant to Section 192(4) of the CBCA, as such order may

be affirmed, amended, modified, supplemented or varied by the Court (with the consent of both Tantalus and RiseTech, each acting reasonably) at any time prior to the Effective Date or, if appealed, as affirmed or amended (provided that any such amendment is acceptable to both Tantalus and RiseTech, each acting reasonably) on appeal unless such appeal is withdrawn, abandoned or denied;

**"IFRS"** means the international financial reporting standards issued by the International Accounting Standards Board that are applicable to public issuers in Canada;

**"Incentive Plan"** means the omnibus long term incentive plan of RiseTech providing for the granting of equity incentives, including RiseTech Replacement Options, to officers, employees and consultants of RiseTech to be adopted by RiseTech at the RiseTech Meeting and dated effective as of the Closing Date, such incentive plan to be in a form approved by Tantalus, acting reasonably;

**"Interim Order"** means the interim order of the Court to be issued following the application therefor contemplated by Section 2.2 in form and substance acceptable to Tantalus and RiseTech, each acting reasonably, providing for, among other things, the calling and holding of the Tantalus Meeting and TSI Meeting, as such order may be affirmed, amended, modified, supplemented or varied by the Court with the consent of both Tantalus and RiseTech, each acting reasonably;

**"Letter Agreement"** has the meaning set forth in the Recitals;

**"Material Adverse Effect"** means, in respect of any party, any change, development, effect, event, circumstance, fact or occurrence that, individually or in the aggregate with other such changes, developments, effects, events, circumstances, facts or occurrences, is or would reasonably be expected to be material and adverse to the business, condition (financial or otherwise), properties, assets (tangible or intangible), liabilities (including any contingent liabilities), operations or results of operations of such party and its subsidiaries, taken as a whole, except, any change, development, effect, event, circumstance, fact or occurrence resulting from or relating to:

- (a) the negotiation, execution, announcement, performance or pendency of this Agreement or the transactions contemplated hereby including any loss or threatened loss of, or adverse change or threatened adverse change in, the relationship of such party or its subsidiaries with their respective employees, customers, suppliers, partners and other persons with which such party or its subsidiaries has business relations;
- (b) global, national or regional political conditions or general economic business or regulatory conditions;
- (c) the commencement or continuation of any war, armed hostilities or acts of terrorism;
- (d) the state of national or global financial, credit, currency exchange, securities or commodity markets or interest rates;
- (e) any adoption, proposed implementation or change in IFRS or US GAAP or the interpretation thereof;
- (f) any generally applicable change in applicable laws or regulations (other than orders, judgments or decrees against such party or any of its subsidiaries);
- (g) any natural disaster epidemic, pandemic or disease outbreak, including the COVID 19 pandemic;
- (h) any change generally affecting the industries in which such party and its subsidiaries conduct their businesses;
- (i) any action or inaction taken by such party or any of its subsidiaries that is required or permitted pursuant to this Agreement or that is taken with the prior written consent of the other party;

- (j) in the case of RiseTech, any change in the trading price or in the trading volume of the equity securities of RiseTech (it being understood that the causes underlying such change in trading price or trading volume (other than those in items (a) to (i) above) may be taken into account in determining whether a Material Adverse Effect has occurred); or
- (k) the failure of such party to achieve any internal or public projections, forecast or estimates of revenue, earnings or other financial or production metrics before, on or after the date of this Agreement (it being understood that the causes underlying such failure (other than those in items (a) to (i) above) may be taken into account in determining whether a Material Adverse Effect has occurred);

provided, however, that with respect to clauses (b), (d), (f) and (h), such change, development, effect, event, circumstance, fact or occurrence does not have a materially disproportionate effect on such party and its subsidiaries, taken as a whole, relative to other companies operating in the industry in which such party and/or its subsidiaries operate.

**“Name Change”** means the proposed named change of RiseTech from “RiseTech Capital Corp.” to “Tantalus Systems Holding Inc.”;

**“Notice of Articles Amendment”** means the creation of a class of preferred shares in the capital of RiseTech by amending the notice of articles of RiseTech;

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

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

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

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

**“RiseTech”** means RiseTech Capital Corp., a corporation existing under the BCBCA;

**“RiseTech Consolidation”** means a consolidation of the common shares in the capital of RiseTech on a one pre-consolidation share for 0.06094549 post-consolidation shares basis to be effected immediately prior to the Effective Time;

**“RiseTech Financial Statements”** means the audited financial statements of RiseTech for the year ended December 31, 2019 and for the period from incorporation on February 26, 2018 to December 31, 2018, and the unaudited financial statements of RiseTech for the three and six month periods ended June 30, 2020;

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

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

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

**“RiseTech Replacement Options”** has the meaning set forth in Section 4.5;

“**RiseTech Replacement Warrants**” has the meaning set forth in Section 4.4;

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

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

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

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

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

“**Subscription Receipt Financing**” means the private placement of Tantalus Subscription Receipts for aggregate gross proceeds of approximately \$8,000,000 at a price of \$2.25 per Tantalus Subscription Receipt;

“**Tantalus**” means Tantalus Systems Holding Inc., a corporation existing under the CBCA;

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

“**Tantalus Arrangement Resolution**” means the Special Resolution approving the Arrangement to be considered at the Tantalus Meeting;

“**Tantalus Consolidation**” means a consolidation of the common shares in the capital of Tantalus on a one pre-consolidation share for 0.82620377 post-consolidation shares basis to be effected immediately prior to the Effective Time;

“**Tantalus Financial Statements**” means the audited consolidated financial statements of Tantalus for the years ended December 31, 2019, 2018 and 2017, and the unaudited consolidated financial statements of Tantalus for the three and six month periods ended June 30, 2020;

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

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

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

“**Tantalus Optionholders**” means holders of Tantalus Options;

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

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

“**Tantalus Subscription Receipts**” means the subscription receipts of Tantalus issued pursuant to the Subscription Receipt Financing, each one subscription receipt entitling the holder thereof to receive one Post-Consolidation Tantalus Share in exchange therefor in connection with the completion of the Arrangement in accordance with the terms thereof;

“**Tantalus Subsidiaries**” means Tantalus Systems Corp., Energate Inc., Tantalus Systems Inc. and Energate, Corp.;

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

“**Tantalus Warrantholders**” means holders of Tantalus Warrants;

“**Tax Act**” means the *Income Tax Act* (Canada);

“**TSS**” means Tantalus Systems Shareholders Inc., a corporation existing under the CBCA;

“**TSS Arrangement Resolution**” means the Special Resolution approving the Arrangement to be considered at the TSS Meeting;

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

“**TSS Class A Preferred Shareholders**” means the holders of the TSS Class A Preferred Shares;

“**TSS Class A Preferred Shares**” means the class A preferred shares in the capital of TSS;

“**TSS Class B Preferred Shareholders**” means the holders of the TSS Class B Preferred Shares;

“**TSS Class B Preferred Shares**” means the class B preferred shares in the capital of TSS;

“**TSS Class C Preferred Shareholders**” means the holders of the TSS Class C Preferred Shares;

“**TSS Class C Preferred Shares**” means the class C preferred shares in the capital of TSS;

“**TSS Class D Preferred Shareholders**” means the holders of the TSS Class D Preferred Shares;

“**TSS Class D Preferred Shares**” means the class D preferred shares in the capital of TSS;

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

“**TSS Common Shareholders**” means the holders of the TSS Common Shares;

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

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

“**TSS Multiple Voting Shareholders**” means the holders of the TSS Multiple Voting Shares;

“**TSS Multiple Voting Shares**” means the multiple voting shares in the capital of TSS;

“**TSS Option Plan**” means the fourth amended and restated option plan of Tantalus Systems Corp., as adopted by TSS;

“**TSS Options**” means all outstanding incentive stock options exercisable to acquire TSS Shares pursuant to the TSS Option Plan;

“**TSS Shareholders**” means the TSS Common Shareholders, the TSS Multiple Voting Shareholders, the TSS Class A Preferred Shareholders, the TSS Class B Preferred Shareholders, the TSS Class C Preferred Shareholders and the TSS Class D Preferred Shareholders;

“**TSS Shares**” means the TSS Common Shares, the TSS Multiple Voting Shares, the TSS Class A Preferred Shares, the TSS Class B Preferred Shares, the TSS Class C Preferred Shares and the TSS Class D Preferred Shares; and

“**US GAAP**” means generally accepted accounting principles in the United States.

### **Headings**

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

### **Number**

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

### **Date of Any Action**

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

### **Entire Agreement**

1.5 This Agreement, together with the agreements and documents herein and therein referred to, constitute the entire agreement among the parties pertaining to the subject matter hereof and supersedes the Letter Agreement and all other prior agreements, understandings, negotiations and discussions, whether oral or written, among the parties with respect to the subject matter hereof.

### **Currency**

1.6 All references to dollars or to \$ are references to Canadian dollars. In the event that that any amounts are required to be converted from a foreign currency to Canadian dollars or vice versa, such amounts shall be converted using the most recent daily average exchange rate of the Bank of Canada available before the relevant calculation date.

### **Knowledge**

1.7 Where any representation or warranty is expressly qualified by reference to the knowledge of Tantalus, it is deemed to refer to the actual knowledge of each of the Chief Executive Officer and Chief Financial Officer of Tantalus, after due inquiry. Where any representation or warranty is expressly qualified by reference to the knowledge of RiseTech, it is deemed to refer to the actual knowledge of each of the Chief Executive Officer and Corporate Secretary of RiseTech, after due inquiry

### **Statutes**

1.8 Any reference to a statute refers to such statute and all rules and regulations made under it, as it or they may have been or may from time to time be amended or re-enacted, unless stated otherwise.

## ARTICLE 2 – ARRANGEMENT

### Arrangement

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

### Implementation of the Arrangement

2.2 Tantalus and TSS will, as soon as reasonably practicable, apply to the Court pursuant to Part XV of the CBCA for the Interim Order.

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

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

### Interim Order

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

- (a) for the class of persons to whom notice is to be provided in respect of the Arrangement, the Tantalus Meeting and the TSS Meeting and for the manner in which such notice is to be provided;
- (b) that the requisite approval for the Tantalus Arrangement Resolution will be two-thirds of the votes cast on the Tantalus Arrangement Resolution by Tantalus Shareholders present in person or represented by proxy at the Tantalus Meeting, each Tantalus Share entitling the holder thereof to one vote on the Tantalus Arrangement Resolution;
- (c) that the requisite approval for the TSS Arrangement Resolution will be:
  - (i) two thirds of the votes cast on the TSS Arrangement Resolution by the TSS Shareholders and TSS Optionholders present in person or represented by proxy at the TSS Meeting, each TSS Share entitled to the number of votes, if any, set forth in the articles of TSS and each TSS Optionholder entitled to one vote for each TSS option;
  - (ii) two thirds of the votes cast on the TSS Arrangement Resolution by the TSS Common Shareholders present in person or represented by proxy at the TSS Meeting, each TSS Common Share entitling the holder thereof to one vote on the TSS Arrangement Resolution;
  - (iii) two thirds of the votes cast on the TSS Arrangement Resolution by the TSS Multiple Voting Shareholders present in person or represented by proxy at the TSS Meeting, each TSS Multiple Voting Share entitling the holder thereof to one vote on the TSS Arrangement Resolution;
  - (iv) two thirds of the votes cast on the TSS Arrangement Resolution by the TSS Class A Preferred Shareholders present in person or represented by proxy at the TSS Meeting,

- each TSS Class A Preferred Share entitling the holder thereof to one vote on the TSS Arrangement Resolution;
- (v) two thirds of the votes cast on the TSS Arrangement Resolution by the TSS Class B Preferred Shareholders present in person or represented by proxy at the TSS Meeting, each TSS Class B Preferred Share entitling the holder thereof to one vote on the TSS Arrangement Resolution;
  - (vi) two thirds of the votes cast on the TSS Arrangement Resolution by the TSS Class C Preferred Shareholders present in person or represented by proxy at the TSS Meeting, each TSS Class C Preferred Share entitling the holder thereof to one vote on the TSS Arrangement Resolution; and
  - (vii) two thirds of the votes cast on the TSS Arrangement Resolution by the TSS Class D Preferred Shareholders present in person or represented by proxy at the TSS Meeting, each TSS Class D Preferred Share entitling the holder thereof to one vote on the TSS Arrangement Resolution;
- (d) that, in all other respects, the terms, restrictions and conditions of Tantalus' constating documents as in effect as of the date hereof, including quorum requirements and all other matters, will apply in respect of the Tantalus Meeting;
  - (e) that, in all other respects, the terms, restrictions and conditions of TSS' constating documents as in effect as of the date hereof, including quorum requirements and all other matters, will apply in respect of the TSS;
  - (f) for the grant of the Dissent Rights to registered holders of Tantalus Shares and TSS Shares;
  - (g) for the notice requirements with respect to the presentation of the application to the Court for the Final Order;
  - (h) that the Tantalus Meeting may be adjourned or postponed from time to time by Tantalus, subject to the provisions of this Agreement, without the need for additional approval of the Court;
  - (i) that the TSS Meeting may be adjourned or postponed from time to time by TSS, subject to the provisions of this Agreement, without the need for additional approval of the Court;
  - (j) that it is the Amalgamated Company's intention to rely upon the Section 3(a)(10) Exemption in connection with the issuance of Amalco Shares, Amalco Replacement Options and Amalco Replacement Warrants in exchange for Tantalus Shares and TSS Shares, Tantalus Options and Tantalus Warrants, respectively, pursuant to the Plan of Arrangement;
  - (k) that it is RiseTech's intention to rely upon the Section 3(a)(10) Exemption in connection with the issuance of RiseTech Post-Consolidation Shares, RiseTech Replacement Options and RiseTech Replacement Warrants in exchange for Amalco Shares, Amalco Replacement Options and Amalco Replacement Warrants, respectively, pursuant to the Plan of Arrangement;
  - (l) confirmation of the record date for the purposes of determining the Tantalus Shareholders entitled to receive material and vote at the Tantalus Meeting in accordance with the Interim Order;
  - (m) confirmation of the record date for the purposes of determining the TSS Shareholders entitled to receive material and vote at the TSS Meeting in accordance with the Interim Order;
  - (n) that the record date for Tantalus Shareholders entitled to notice of, and to vote at, the Tantalus Meeting will not change in respect of any adjournment(s) or postponement(s) of the Tantalus Meeting;

- (o) that the record date for TSS Shareholders entitled to notice of, and to vote at, the TSS Meeting will not change in respect of any adjournment(s) or postponement(s) of the TSS Meeting; and
- (p) for such other matters as Tantalus or RiseTech may agree or may reasonably require.

### **Payment of Consideration**

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

### **Withholding Rights**

2.7 Notwithstanding anything in this Agreement or the Plan of Arrangement to the contrary, Tantalus, TSS, RiseTech and the Depository, as the case may be, will be entitled to deduct or withhold from any amount otherwise payable to any person pursuant to this Agreement or the Plan of Arrangement and from all dividends or other distributions or other payments otherwise payable to any former securityholder of Tantalus or TSS, such amounts as are required to be deducted or withheld with respect to the making of such payment under the Tax Act or any provision of applicable local, state, provincial or foreign tax law, in each case, as amended, or the administrative practice of the relevant governmental entity administering such law. To the extent that amounts are so deducted or withheld, such withheld amounts will be treated for all purposes of this Agreement and the Plan of Arrangement as having been paid or credited to the person, in respect of which such deduction or withholding was made, provided that such deducted or withheld amounts are actually remitted to the appropriate governmental entity in accordance with applicable laws.

### **U.S. Securities Law Matters**

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

- (a) the Arrangement will be subject to the approval of the Court;
- (b) the Court will be advised as to the intention of the parties to rely on the Section 3(a)(10) Exemption for all securities to be issued under the Arrangement prior to the hearing required to approve the Arrangement;
- (c) the Court will be required to satisfy itself as to the fairness of the Arrangement (i) to the Tantalus and TSS Shareholders, Tantalus Optionholders, and Tantalus Warrantholders in connection with the issuance to them of Amalco Shares, Amalco Replacement Options and Amalco Replacement Warrants in exchange for their Tantalus Shares and TSS Shares, Tantalus Options and Tantalus Warrants, respectively; and (ii) to Amalco Shareholders, Amalco Replacement Optionholders and Amalco Replacement Warrantholders in connection with the issuance to them of Post-Consolidation RiseTech Shares, RiseTech Replacement Options and RiseTech Replacement Warrants in exchange for their Amalco Shares, Amalco Replacement Options and Amalco Replacement Warrants, respectively;
- (d) the Court will have determined, prior to approving the Arrangement, and the Final Court Order will expressly state, that the terms and conditions of the exchanges of securities under the Arrangement are fair to the (i) Tantalus and TSS Shareholders, Tantalus Optionholders, and Tantalus Warrantholders entitled to receive Amalco Shares, Amalco Replacement Options and Amalco Replacement Warrants, respectively, and (ii) Amalco Shareholders, Amalco Replacement

Optionholders and Amalco Replacement Warrantholders entitled to Post-Consolidation RiseTech Shares, RiseTech Replacement Options and RiseTech Replacement Warrants, respectively;

- (e) Tantalus will ensure that (i) each Tantalus and TSS Shareholder, Tantalus Optionholder, and Tantalus Warrantholder entitled to receive Amalco Shares, Amalco Replacement Options and Amalco Replacement Warrants, respectively; and (ii) each Amalco Shareholder, Amalco Replacement Optionholder and Amalco Replacement Warrantholder entitled to receive Post-Consolidation RiseTech Shares, RiseTech Replacement Options or RiseTech Replacement Warrants pursuant to the Arrangement will be given adequate notice advising them of their right to attend the hearing of the Court at which approval of the Arrangement will be sought and providing them with sufficient information necessary for them to exercise that right; and
- (f) the Interim Order will specify that (i) each Tantalus and TSS Shareholder, Tantalus Optionholder, and Tantalus Warrantholder entitled to receive Amalco Shares, Amalco Replacement Options and Amalco Replacement Warrants, respectively; and (ii) each Amalco Shareholder, Amalco Replacement Optionholder and Amalco Replacement Warrantholder entitled to receive Post-Consolidation RiseTech Shares, RiseTech Replacement Options and RiseTech Replacement Warrants, respectively, pursuant to the Arrangement will have the right to appear before the Court so long as they enter an appearance within a reasonable time.

### **ARTICLE 3 – REPRESENTATIONS AND WARRANTIES**

#### **Representations and Warranties of RiseTech**

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

- (a) RiseTech is a company duly organized, validly existing and in good standing under the BCBCA with respect to the filing of annual reports, and has the corporate power to own or lease its property and assets and to carry on its business as now conducted by it, is duly licensed or qualified as a foreign corporation in each jurisdiction in which the character of the property and assets now owned by it or the nature of its business as now conducted by it requires it to be so licensed or qualified (save where failure to have such license or qualification would not constitute a Material Adverse Effect of RiseTech) and has the corporate power to enter into this Agreement and perform its obligations hereunder;
- (b) the authorized capital of RiseTech consists of an unlimited number of common shares of which at the date hereof, 12,590,280 RiseTech Shares are issued and outstanding as fully paid and non-assessable (10,000,000 of such RiseTech Shares are Escrowed Shares), 300,000 RiseTech Shares are issuable on exercise of all outstanding RiseTech Options and 9,720 RiseTech Shares are issuable on exercise of all outstanding RiseTech Warrants;
- (c) except as described in Section 3.1(b) above, and as contemplated by this Agreement, no person has any agreement, option, understanding or commitment (including convertible securities, warrants or convertible obligations of any nature) for the purchase or issue of or conversion into any of the unissued RiseTech Shares;
- (d) the RiseTech Financial Statements present fairly, in all material respects, the financial position of RiseTech at the relevant dates and the results of its operations and the changes in its financial position for the periods indicated in the RiseTech Financial Statements, and have been prepared in accordance with IFRS consistently applied (except (i) as otherwise indicated in such financial statements and the notes thereto or (ii) in the case of unaudited interim financial statements, subject to normal period end adjustments);
- (e) there are reasonable grounds for believing that no creditor of RiseTech will be materially prejudiced by the Arrangement;

- (f) RiseTech is presently able to pay its liabilities as they become due;
- (g) the execution and delivery of this Agreement and the consummation of the Arrangement does not and will not:
  - (i) conflict with, result in a breach of or violate any term or provision of the constating documents of RiseTech;
  - (ii) conflict with, result in a breach of, constitute a default under, trigger or accelerate or permit the triggering or the acceleration of the performance required by, any agreement, instrument, licence, permit or authority to which RiseTech is a party or by which it is bound or to which any property of RiseTech is subject or result in the creation of any lien, charge or encumbrance upon any of the assets of RiseTech under any such agreement or instrument, or give to others any material interest or rights, including rights of purchase, termination, cancellation, triggering or acceleration, entitle them to payments not otherwise payable or the issuance of securities not otherwise issuable under any such agreement, instrument, licence, permit or authority; or
  - (iii) violate any provision of law or administrative regulation or any judicial or administrative order, award, judgment or decree applicable to RiseTech;
- (h) the execution, delivery and performance of this Agreement has been duly approved by the board of directors of each of RiseTech and no other corporate proceedings on the part of RiseTech are necessary to authorize this Agreement and the consummation of the Arrangement except for the approval of by the RiseTech Shareholders at the RiseTech Meeting of the RiseTech Consolidation, the Name Change, the Articles Amendment, the Notice of Articles Amendment and the Incentive Plan. This Agreement has been duly executed and delivered by RiseTech and constitutes a legal, valid and binding obligation of RiseTech, enforceable against it in accordance with its terms, subject to the qualification that such enforceability may be limited by bankruptcy, insolvency, reorganization or other laws of general application relating to or affecting rights of creditors and that equitable remedies, including specific performance, are discretionary;
- (i) RiseTech has not incurred or will incur any liability for brokerage fees, finder's fees, agent's commissions or other similar forms of compensation in connection with this Agreement or the Arrangement;
- (j) there are no actions, suits, proceedings or investigations commenced, or, to knowledge of RiseTech, contemplated or threatened against or affecting RiseTech or or before or by any person or before any arbitrator of any kind which if determined adversely to RiseTech constitutes a Material Adverse Effect of RiseTech;
- (k) RiseTech has no material outstanding indebtedness, liability or obligation, whether accrued, absolute, contingent or otherwise, required to be disclosed in the liability column of a balance sheet prepared in accordance with IFRS, other than those disclosed in the RiseTech Financial Statements, those which relate to the proposed Arrangement or those incurred in the ordinary course since the date of the most recent RiseTech Financial Statements;
- (l) RiseTech does not have any subsidiaries;
- (m) RiseTech has no material assets (other than cash and cash equivalents) or liabilities and is not a party to any agreement, including any lease, management or service agreement, other than this Agreement and ancillary agreements reasonably necessary to complete the Arrangement;
- (n) the corporate records and minute books of RiseTech as required to be maintained by it under the laws of its jurisdiction of incorporation contain minutes of all meetings of its directors and

shareholders and all resolutions consented to in writing and are complete and accurate in all material respects;

- (o) the financial books, records and accounts of RiseTech have, in all material respects, been maintained in accordance with applicable law, in accordance with IFRS and, in each case, are stated in reasonable detail and accurately and fairly reflect the material transactions of RiseTech;
- (p) RiseTech has duly filed on a timely basis all tax returns required to be filed by it and has paid all taxes which are due and payable, and has paid all assessments and reassessments, and all other taxes, governmental charges, penalties, interest and fines due and payable on or before the date hereof; adequate provision has been made for taxes payable for the current period for which tax returns are not yet required to be filed; there are no agreements, waivers or other arrangements providing for an extension of time with respect to the filing of any tax return by, or payment of any tax, governmental charge or deficiency against RiseTech; to the knowledge of RiseTech, there are no actions, suits, proceedings, investigations or claims now threatened or pending against RiseTech in respect of taxes, governmental charges or assessments, or any matters under discussion with any governmental authority relating to taxes, governmental charges or assessments asserted by any such authority;
- (q) RiseTech is not, and will not be at the Effective Time, a “non-resident” as that term is used for the purposes of the Tax Act;
- (r) the RiseTech Shares are listed and posted for trading on the Exchange and on no other stock exchange;
- (s) RiseTech is a “reporting issuer” and not on the list of reporting issuers in default under securities laws in the provinces of British Columbia and Alberta. RiseTech is in compliance, in all material respects, with all applicable securities laws and there are no current, pending or, to the knowledge of RiseTech, threatened proceedings before any securities regulatory authority relating to any alleged non-compliance with any securities laws. RiseTech is in material compliance with the rules and policies of the Exchange. No delisting, suspension of trading in or cease trading order with respect to any securities of RiseTech and, to the knowledge of RiseTech, no inquiry or investigation (formal or informal) of any securities regulatory authority or the Exchange, is in effect or ongoing or, to the knowledge of RiseTech, expected to be implemented or undertaken, except that the RiseTech Shares were halt traded on September 8, 2020 in connection with the announcement of the Arrangement;
- (t) RiseTech has filed all documents and information required to be filed by it in accordance with applicable securities laws with the applicable securities regulatory authorities. All such documents and information of their respective dates (or, if amended, as of the date of such amendment), (i) did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading, and (ii) complied in all material respects with the requirements of applicable securities laws. RiseTech has not filed any confidential material change report with any securities regulatory authorities that at the date of this Agreement remains confidential.
- (u) the only material assets of RiseTech consist of cash and cash equivalents, all of which are owned by RiseTech, free and clear of all mortgages, liens, charges, security interests, adverse claims, pledges, encumbrances or demands whatsoever;
- (v) RiseTech has no employees;
- (w) RiseTech has not sold or otherwise disposed of or entered into any agreement to sell or otherwise dispose of any of its assets;

- (x) there has been no Material Adverse Effect on RiseTech since December 31, 2019;
- (y) RiseTech has adequate public distribution immediately before the Effective Time and, provided that adequate distribution is created in the Subscription Receipt Financing, RiseTech will have adequate distribution as required under the Exchange's Policy 2.1 – *Initial Listing Requirements*;
- (z) RiseTech is not in breach of any agreement to which RiseTech is a party due to any engagement of an agent or agents in connection with the Subscription Receipt Financing;
- (aa) there are no agreements or other transactions currently in place between RiseTech, on the one hand, and: (i) any officer or director of RiseTech; (ii) any holder of record or beneficial owner of 10% or more of the RiseTech Shares; or (iii) any affiliate or associate of any such officer, director, holder of record or beneficial owner, on the other hand; and
- (bb) since February 26, 2018, the business of RiseTech has been carried on in its usual and ordinary course and RiseTech has not entered into any transaction or incurred any liability without the prior written approval of Tantalus other than transactions or liabilities with a value of \$25,000 or less in the aggregate or in relation to the completion of the terms of this Agreement.

### **Representations and Warranties of Tantalus**

3.2 Tantalus represents and warrants to RiseTech as follows and acknowledges that RiseTech is relying upon such representations and warranties in connection with the transactions contemplated herein:

- (a) each of Tantalus and the Tantalus Subsidiaries is a corporation duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation with respect to the filing of annual returns, and has the corporate power to own or lease its property and assets and to carry on its business as now conducted by it, is duly licensed or qualified as a foreign corporation in each jurisdiction in which the character of the property and assets now owned by it or the nature of its business as now conducted by it requires it to be so licensed or qualified (save where failure to have such license or qualification would not constitute a Material Adverse Effect on Tantalus and Tantalus has the corporate power to enter into this Agreement and perform its obligations hereunder);
- (b) the authorized capital of Tantalus consists of an unlimited number of common shares of which as at the date hereof there are 40,760,688 Tantalus Shares issued and outstanding as fully paid and non-assessable, and 5,860,400 Tantalus Shares are issuable as of the date hereof on exercise of all outstanding Tantalus Options;
- (c) except as described in Section 3.2(b) above and as contemplated by this Agreement and except for securities to be issued pursuant to the Subscription Receipt Financing, no person has any agreement, option, understanding or commitment (including convertible securities, warrants or convertible obligations of any nature) for the purchase or issue of or conversion into any of the unissued Tantalus Shares or the unissued shares of any of its subsidiaries;
- (d) the Tantalus Financial Statements present fairly, in all material respects, the financial position of Tantalus at the relevant dates and the results of its operations and the changes in its financial position for the periods indicated in the Tantalus Financial Statements, and have been prepared in accordance with US GAAP consistently applied (except (i) as otherwise indicated in such financial statements and the notes thereto or (ii) in the case of unaudited interim financial statements, are subject to normal period end adjustments and may omit notes);
- (e) there are reasonable grounds for believing that no creditor of Tantalus or the Tantalus Subsidiaries will be prejudiced by the Arrangement;

- (f) the execution and delivery of this Agreement and the consummation of the Arrangement do not and will not:
  - (i) conflict with, result in a breach of or violate any term of provision of the constating documents of Tantalus;
  - (ii) conflict with, result in a breach of, constitute a default under, trigger or accelerate or permit the triggering or acceleration of the performance required by, any agreement, instrument, licence, permit or authority to which Tantalus or each of the Tantalus Subsidiaries is a party or by which it is bound or to which any property of Tantalus or any of the Tantalus Subsidiaries is subject or result in the creation of any lien, charge or encumbrance upon any of the assets of Tantalus or the Tantalus Subsidiaries under any such agreement or instrument, or give to others any material interest or rights, including rights of purchase, termination, cancellation, triggering or acceleration, entitle them to payments not otherwise payable or the issuance of securities not otherwise issuable under any such agreement, instrument, licence, permit or authority; or
  - (iii) violate any provision of law or administrative regulation or any judicial or administrative order, award, judgment or decree applicable to Tantalus or the Tantalus Subsidiaries;
- (g) the execution, delivery and performance of this Agreement has been duly approved by the board of directors of Tantalus and no other corporate proceedings on the part of Tantalus are necessary to authorize this Agreement and the consummation of the Arrangement except for the approval of by the Tantalus Shareholders at the Tantalus Meeting of the Arrangement. This Agreement has been duly executed and delivered by Tantalus and constitutes a legal, valid and binding obligation of Tantalus, enforceable against it in accordance with its terms, subject to the qualification that such enforceability may be limited by bankruptcy, insolvency, reorganization or other laws of general application relating to or affecting rights of creditors and that equitable remedies, including specific performance, are discretionary;
- (h) there are no actions, suits, proceedings or investigations commenced, or, to the knowledge of Tantalus, contemplated or threatened against or affecting Tantalus or the Tantalus Subsidiaries, or before or by any person or before any arbitrator of any kind, which, if determined adversely to Tantalus or the Tantalus Subsidiaries, constitutes a Material Adverse Effect of Tantalus;
- (i) Tantalus has no material outstanding indebtedness, liability or obligation, whether accrued, absolute, contingent or otherwise, required to be disclosed in the liability column of a balance sheet prepared in accordance with US GAAP, other than those disclosed in the Tantalus Financial Statements, those which relate to the proposed Arrangement or those incurred in the ordinary course since the date of the most recent Tantalus Financial Statements;
- (j) Tantalus has no subsidiaries other than the Tantalus Subsidiaries. Tantalus does not own a direct or indirect voting or equity interest in any person other than the Tantalus Subsidiaries and has no agreement or other commitment to acquire such interest. The authorized and issued securities of each of the Tantalus Subsidiaries is as disclosed to RiseTech in writing. All of the outstanding shares of the Tantalus Subsidiaries are validly issued, fully paid and non-assessable and free of preemptive rights to the extent such concepts exists under applicable laws. All of the outstanding shares of the Tantalus Subsidiaries are owned, directly or indirectly, by Tantalus. Except pursuant to restrictions on transfer contained in the constating documents of the Tantalus Subsidiaries, the outstanding shares of the Tantalus Subsidiaries are owned free and clear of all encumbrances, and Tantalus is not liable to any creditor in respect thereof.
- (k) the corporate records and minute books of each of Tantalus and the Tantalus Subsidiaries as required to be maintained by it under the laws of its jurisdiction of incorporation contain minutes of all meetings of its directors and shareholders and all resolutions consented to in writing and are complete and accurate in all material respects;

- (l) the financial books, records and accounts of Tantalus have, in all material respects, been maintained in accordance with applicable law, in accordance with US GAAP and, in each case, are stated in reasonable detail and accurately and fairly reflect the material transactions of Tantalus;
- (m) other than as disclosed in the Tantalus Financial Statements or in connection with the Comerica Credit Facility, each of Tantalus and the Tantalus Subsidiaries owns good and marketable title to its property interests and assets free and clear of any and all mortgages, liens, pledges, charges, security interests, encumbrances, actions, claims or demands of any nature whatsoever or howsoever other than such mortgages, liens, pledges, charges, security interests, encumbrances, actions, claims or demands that do not or would not constitute a Material Adverse Effect on Tantalus;
- (n) each of Tantalus and the Tantalus Subsidiaries has duly filed on a timely basis all tax returns required to be filed by it and has paid all taxes which are due and payable, and has paid all assessments and reassessments, and all other taxes, governmental charges, penalties, interest and fines due and payable on or before the date hereof; adequate provision has been made for taxes payable for the current period for which tax returns are not yet required to be filed; there are no agreements, waivers or other arrangements providing for an extension of time with respect to the filing of any tax return by, or payment of any tax, governmental charge or deficiency against Tantalus or any of the Tantalus Subsidiaries; to the knowledge of Tantalus, there are no actions, suits, proceedings, investigations or claims now threatened or pending against Tantalus or any of the Tantalus Subsidiaries in respect of taxes, governmental charges or assessments, or any matters under discussion with any governmental authority relating to taxes, governmental charges or assessments asserted by any such authority;
- (o) Tantalus is not, and will not be at the time of the Arrangement, a “non-resident” as that term is used for the purposes of the Tax Act;
- (p) Tantalus has not, since December 31, 2019, sold or otherwise disposed of or entered into any agreement to sell or otherwise dispose of any of its material assets;
- (q) there has been no Material Adverse Effect on Tantalus since December 31, 2019;
- (r) Tantalus is not a “reporting issuer” in any jurisdiction of Canada. Tantalus is in compliance, in all material respects, with all applicable securities laws and there are no current, pending or, to the knowledge of Tantalus, threatened proceedings before any securities regulatory authority relating to any alleged non-compliance with any securities laws. No cease trading order with respect to any securities of Tantalus and, to the knowledge of Tantalus, no inquiry or investigation (formal or informal) of any securities regulatory authority, is in effect or ongoing or, to the knowledge of Tantalus, expected to be implemented or undertaken;
- (s) Tantalus is not in breach of any agreement to which Tantalus is a party due to any engagement of an agent or agents in connection with the Subscription Receipt Financing;
- (t) other than as will be disclosed in the Filing Statement, there are no agreements or other transactions currently in place between Tantalus or any of the Tantalus Subsidiaries, on the one hand, and: (i) any officer or director of Tantalus or any of the Tantalus Subsidiaries; (ii) any holder of record or beneficial owner of 10% or more of the Tantalus Shares; or (iii) any affiliate or associate of any such officer, director, holder of record or beneficial owner, on the other hand;
- (u) each of Tantalus and the Tantalus Subsidiaries maintains insurance against loss or damage in respect of its assets, business and operations, with responsible insurers on a basis consistent with insurance obtained by reasonably prudent participants in comparable businesses;
- (v) other than the requirements under the applicable laws, neither Tantalus nor any of the Tantalus Subsidiaries is party to or bound or affected by any commitments, agreement or document

containing any covenant which expressly limits the freedom of Tantalus nor any of the Tantalus Subsidiaries to compete in any line of business or with any person;

- (w) except as would not constitute a Material Adverse Effect on Tantalus, (i) Tantalus and the Tantalus Subsidiaries own and possess adequate enforceable rights to use all trademarks, patents, copyrights and trade secrets used or proposed to be used in the conduct of the business thereof and, (ii) to the knowledge of Tantalus, neither Tantalus nor any of the Tantalus Subsidiaries is infringing upon the rights of any other person with respect to any such trademarks, patents, copyrights or trade secrets and, no person has infringed any such trademark, patents, copyrights or trade secrets;
- (x) each of Tantalus and the Tantalus Subsidiaries is conducting its business in compliance in all material respects with all applicable laws of each jurisdiction in which it carries on business and with all laws material to its operation, including, without limitation, Environmental Laws, and neither Tantalus nor any of the Tantalus Subsidiaries has received since January 1, 2018 any notice of the revocation or cancellation of, or any intention to revoke or cancel, any of the licenses, leases or other instruments conferring rights to Tantalus or the Tantalus Subsidiaries for the conduct of their business;
- (y) to the knowledge of Tantalus, any and all material agreements pursuant to which each of Tantalus or the Tantalus Subsidiaries holds any of their material assets are valid and subsisting agreements in full force and effect, enforceable in accordance with their respective terms, and neither Tantalus nor any of the Tantalus Subsidiaries is in default of any of the material provisions of any such agreements including, without limitation, failure to fulfil any material payment or work obligation thereunder nor has any such default been alleged and all leases, licenses and concessions pursuant to which Tantalus and the Tantalus Subsidiaries derive their interests in such material assets are in good standing and there has been no material default under any such leases, licenses and concessions;
- (z) to the knowledge of Tantalus, all the properties in which Tantalus or the Tantalus Subsidiaries have any freehold, leasehold, license or other interest are free and clear of any hazardous or toxic material, pollution, or other adverse environmental conditions which may give rise to any and all claims, actions, causes of action, damages, losses, liabilities, obligations, penalties, judgments, amounts paid in settlement, assessments, costs, disbursement or expenses (including, without limitation, attorneys' fees and costs, experts' fees and costs, and consultant's fees and costs) of any kind or of any nature whatsoever that are asserted against Tantalus or the Tantalus Subsidiaries, alleging liability (including, without limitation, liability for studies, testing or investigatory costs, cleanup costs, response costs, removal costs, remediation costs, contaminant costs, restoration costs, corrective action costs, closure costs, reclamation costs, natural resource damages, property damages, business losses, personal injuries, penalties or fines) arising out of, based on or resulting from: (i) the presence, release, threatened release, discharge or emission into the environment of any hazardous materials or substances existing or arising on, beneath or above properties and/or emanating or migrating and/or threatening to emanate or migrate from such properties to off-site properties; (ii) physical disturbance of the environment; and (iii) the violation or alleged violation of all applicable laws aimed at reclamation or restoration of such properties; abatement of pollution; protection of the environment, protection of wildlife, including endangered species; ensuring public safety from environmental hazards; protection of cultural and historic resources; management, storage or control of hazardous materials and substances; releases or threatened releases of pollutants, contaminants, chemicals or industrial, toxic or hazardous substances as wastes into the environment, including without limitation, ambient air, surface water and groundwater; and all other applicable laws relating to the manufacturing, processing, distribution, use, treatment, storage, disposal, handling or transport of pollutants, contaminants, chemicals or industrial, toxic or hazardous substances or wastes (collectively, "**Environmental Laws**"); and to the knowledge of Tantalus, all environmental approvals required pursuant to Environmental Laws with respect to activities carried out on any part of the lands covered by such properties, have been

obtained, are valid and in full force and effect and have been complied with; and there are no proceedings commenced or threatened to revoke or amend any such environmental approvals;

- (aa) to the knowledge of Tantalus, there are no outstanding labour disputes, (whether filed or lodged with Tantalus or any of the Tantalus Subsidiaries or any other person or organization), pending labour disruptions or pending unionization with respect to Tantalus or any of the Tantalus Subsidiaries;
- (bb) neither Tantalus nor any of the Tantalus Subsidiaries is bound by or a party to any collective bargaining agreement; and
- (cc) neither Tantalus nor any of the Tantalus Subsidiaries is a party to any agreement, nor does Tantalus have knowledge of any agreement, which in any manner affects the voting control of any of the Tantalus Shares or other securities of Tantalus or any of the Tantalus Subsidiaries.

### **Representations and Warranties of TSS**

3.3 TSS represents and warrants to RiseTech as follows and acknowledges that RiseTech is relying upon such representations and warranties in connection with the transactions contemplated herein:

- (a) TSS is a corporation duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation with respect to the filing of annual returns, and has the corporate power to own or lease its property and assets and to carry on its business as now conducted by it, is duly licensed or qualified as a foreign corporation in each jurisdiction in which the character of the property and assets now owned by it or the nature of its business as now conducted by it requires it to be so licensed or qualified (save where failure to have such license or qualification would not constitute a Material Adverse Effect on TSS and TSS has the corporate power to enter into this Agreement and perform its obligations hereunder;
- (b) the authorized capital of TSS consists of an unlimited number of TSS Common Shares of which as of the date hereof there are 444,028 TSS Common Shares issued and outstanding as fully paid and non-assessable, an unlimited number of TSS Multiple Voting Shares of which as of the date hereof there are 1,500,000 TSS Multiple Voting Shares issued and outstanding as fully paid and non-assessable, an unlimited number of TSS Class A Preferred Shares of which as of the date hereof there are 1,295,547 TSS Class A Preferred Shares issued and outstanding as fully paid and non-assessable, an unlimited number of TSS Class B Preferred Shares of which as of the date hereof there are 24,738,189 TSS Class B Preferred Shares issued and outstanding as fully paid and non-assessable, an unlimited number of TSS Class C Preferred Shares of which as of the date hereof there are 48 TSS Class C Preferred Shares issued and outstanding as fully paid and non-assessable and an unlimited number of TSS Class D Preferred Shares of which as of the date hereof there are 4,108,447 TSS Class D Preferred Shares issued and outstanding as fully paid and non-assessable and 17,246,181 TSS Common Shares are issuable as of the date hereof on the exercise of all outstanding TSS Options;
- (c) except as contemplated by this Agreement and any shares issuable in connection with the incentive carve-out policy of TSS, no person has any agreement, option, understanding or commitment (including convertible securities, warrants or convertible obligations of any nature) for the purchase or issue of or conversion into any of the unissued TSS Shares;
- (d) the execution and delivery of this Agreement and the consummation of the Arrangement do not and will not:
  - (i) conflict with, result in a breach of or violate any term of provision of the constating documents of TSS;

- (ii) conflict with, result in a breach of, constitute a default under, trigger or accelerate or permit the triggering or acceleration of the performance required by, any agreement, instrument, licence, permit or authority to which TSS is a party or by which it is bound or to which any property of TSS is subject or result in the creation of any lien, charge or encumbrance upon any of the assets of TSS under any such agreement or instrument, or give to others any material interest or rights, including rights of purchase, termination, cancellation, triggering or acceleration, entitle them to payments not otherwise payable or the issuance of securities not otherwise issuable under any such agreement, instrument, licence, permit or authority; or
- (iii) violate any provision of law or administrative regulation or any judicial or administrative order, award, judgment or decree applicable to TSS;
- (e) there are reasonable grounds for believing that no creditor of TSS will be materially prejudiced by the Arrangement;
- (f) TSS is presently able to pay its liabilities as they become due; and
- (g) the execution, delivery and performance of this Agreement has been duly approved by the board of directors of TSS and no other corporate proceedings on the part of TSS are necessary to authorize this Agreement and the consummation of the Arrangement except for the approval of by the TSS Shareholders at the TSS Meeting of the Arrangement. This Agreement has been duly executed and delivered by TSS and constitutes a legal, valid and binding obligation of TSS, enforceable against it in accordance with its terms, subject to the qualification that such enforceability may be limited by bankruptcy, insolvency, reorganization or other laws of general application relating to or affecting rights of creditors and that equitable remedies, including specific performance, are discretionary.

### **Survival of Representations and Warranties**

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

## **ARTICLE 4 – COVENANTS**

### **Covenants of RiseTech**

4.1 RiseTech hereby covenants and agrees as follows:

- (a) until the Effective Date, it will carry on its business in the usual and ordinary course and consistent with past practice, and it will use all reasonable commercial efforts, to the extent that it has the financial resources to do so, to maintain and preserve its business, assets and advantageous business relationships, except as otherwise contemplated in this Agreement or as agreed to between the parties or as required by applicable laws;
- (b) until the Effective Date, it will not merge into or with, or amalgamate or consolidate with, or enter into any other corporate reorganization with, any other corporation or person or perform any act or enter into any transaction or negotiation which interferes or is inconsistent with the completion of the transactions contemplated hereby, other than as contemplated in this Agreement and, without limiting the generality of the foregoing, it will not, and will not permit any of its subsidiaries to:
  - (i) make any distribution by way of dividend, return of capital or otherwise to or for the benefit of RiseTech Shareholders;

- (ii) issue any of its shares (other than on exercise of presently outstanding convertible securities) or other securities convertible into shares or enter into any commitment or agreement therefor, other than as described in this Agreement; or
  - (iii) make any payment to any director, officer or employee except pursuant to employment arrangements existing as of the date hereof;
- (c) until the Effective Date, not to alter or amend its constating documents as the same exist at the date of this Agreement, except in connection with the RiseTech Consolidation, the Name Change, the Articles Amendment, the Notice of Articles Amendment and the Plan of Arrangement;
- (d) until the Effective Date, not to engage in any business, enterprise or other activity different from that carried on by it at the date of this Agreement or enter into any transaction or incur (except in respect of obligations or liabilities to which it is already legally subject) any obligation, expenditure or liability in excess of \$25,000 other than in the ordinary course of its business, as presently conducted, in connection with the transactions under this Agreement or with the consent of Tantalus (not to be unreasonably withheld);
- (e) to furnish to Tantalus such information relating to the financial condition, business, properties and affairs of RiseTech as may reasonably be requested by Tantalus;
- (f) to ensure that the information relating to RiseTech in the Filing Statement and that is provided by RiseTech to Tantalus for inclusion in the Tantalus Information Circular and to TSS for inclusion in the TSS Information Circular will be true, correct and complete in all material respects and will not contain any untrue statement of any material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein not misleading in light of the circumstances in which they are made, and to promptly advise Tantalus and TSS, as applicable, if at any time before the Closing Date it becomes aware that the Filing Statement, Tantalus Information Circular or TSS Information Circular contains an untrue statement of any material fact or omits to state any material fact required to be stated therein or necessary in order to make the statements therein not misleading in light of the circumstances in which they are made;
- (g) to use reasonable commercial efforts to do all such other acts and things as may be necessary or desirable in order to give effect to the Arrangement and, without limiting the generality of the foregoing:
  - (i) to duly call and convene the RiseTech Meeting by December 31, 2020 and seek and obtain approval from the RiseTech Shareholders at the RiseTech Meeting by Special Resolution for the RiseTech Consolidation, the Name Change, the Articles Amendment and the Notice of Articles Amendment and by Ordinary Resolution for the Incentive Plan, together with such matters as are required to effect the RiseTech Consolidation, the Name Change, the Articles Amendment, the Notice of Articles Amendment and the Incentive Plan;
  - (ii) to seek and obtain the Exchange's approval of the Arrangement, the RiseTech Consolidation, the Name Change, the Articles Amendment, the Notice of Articles Amendment the Incentive Plan and the other transactions contemplated by this Agreement as part of RiseTech's "Qualifying Transaction" under the policies of the Exchange;
  - (iii) to assist Tantalus and TSS with their application for the Interim Order and the Final Order as provided in Article 2;
  - (iv) to the extent that satisfaction of such condition precedents are within its control, to satisfy the conditions set out in Article 5 hereof as soon as reasonably possible; and

- (v) to apply for and obtain such other consents, orders, acceptances or approvals as are necessary or desirable for the implementation of the Arrangement, including those referred to in Section 5.1 hereof;
- (h) to use reasonable commercial efforts to cause, as of the Effective Date, the board of directors of RiseTech to consist of five members, comprised of Peter Londa, John McEwen, Francis Harvey, Laura Formusa and Tom Liston;
- (i) to cause its directors and officers to enter into voting support agreements regarding the approval of the Arrangement, the RiseTech Consolidation, the Name Change, the Articles Amendment, the Notice of Articles Amendment and the Incentive Plan;
- (j) to use reasonable commercial efforts to obtain any necessary waivers from the Exchange in order for RiseTech to maintain its listing on the Exchange in the event RiseTech does not have adequate distribution as required under the Exchange's Policy 2.1 – *Initial Listing Requirements*; and
- (k) provided RiseTech has obtained approval from the RiseTech Shareholders therefore, RiseTech will make the necessary filings to effect the RiseTech Consolidation, the Name Change, the Articles Amendment, the Notice of Articles Amendment and the Incentive Plan immediately prior to the Arrangement.

#### **Covenants of Tantalus**

4.2 Tantalus hereby covenants and agrees as follows:

- (a) until the Effective Date, Tantalus will, and will cause each of the Tantalus Subsidiaries to, carry on its business in the usual and ordinary course and consistent with past practice, and use all reasonable commercial efforts, to the extent that it has the financial resources to do so, to maintain and preserve its business, assets and advantageous business relationships, except as otherwise contemplated in this Agreement or as agreed to between the parties or as required by applicable laws;
- (b) until the Effective Date and except as contemplated by this Agreement, Tantalus will not, and will not permit any of the Tantalus Subsidiaries to, merge into or with, or amalgamate or consolidate with, or enter into any other corporate reorganization with, any other corporation or person or perform any act or enter into any transaction or negotiation which interferes or is inconsistent with the completion of the transactions contemplated hereby, other than as contemplated in this Agreement and, without limiting the generality of the foregoing, Tantalus will not, and will not permit any of its subsidiaries to:
  - (i) make any distribution by way of dividend, return of capital or otherwise to or for the benefit of the Tantalus Shareholders;
  - (ii) issue any of its shares (other than on exercise of presently outstanding convertible securities) or other securities convertible into shares or enter into any commitment or agreement therefor (other than in connection with the Subscription Receipt Financing); or
  - (iii) make any payment to any director, officer or employee except pursuant to employment arrangements existing as of the date hereof or pursuant to new employment agreements in the ordinary course of business consistent with past practice,

provided, and notwithstanding the foregoing, Tantalus will be permitted, without the consent of RiseTech, to reorganize, merge, amalgamate or consolidate any of the Tantalus Subsidiaries so long as Tantalus' ownership percentage of such Tantalus Subsidiaries, whether direct or indirect, is not decreased by virtue of any such reorganization, merger, amalgamation or consolidation;

- (c) until the Effective Date, Tantalus will not alter or amend its constating documents, except as contemplated in or permitted by this Agreement;
- (d) until the Effective Date, Tantalus will not engage in any business, enterprise or other activity different from that carried on by it at the date of this Agreement;
- (e) to furnish to RiseTech such information relating to the financial condition, business, properties and affairs of Tantalus as may reasonably be requested by RiseTech;
- (f) to ensure that the information related to Tantalus that is provided by Tantalus to RiseTech for inclusion in the Filing Statement or the RiseTech Information Circular will be true, correct and complete in all material respects and will not contain any untrue statement of any material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, not misleading in light of the circumstances in which they are made, and to promptly advise RiseTech if at any time before the Closing Date it becomes aware that the Filing Statement or RiseTech Information Circular contains of untrue statement of any material fact or omits to state any material fact required to be stated therein or necessary in order to make the statements therein not misleading in light of the circumstances in which they are made;
- (g) to use reasonable commercial efforts to do all such other acts and things as may be necessary or desirable in order to give effect to the Arrangement and, without limiting the generality of the foregoing:
  - (i) to execute and deliver such documents and to complete the transactions necessary, in each case, to complete the Subscription Receipt Financing;
  - (ii) to seek and obtain approval from the Tantalus Shareholders of the Tantalus Arrangement Resolution at the Tantalus Meeting in accordance with the Interim Order;
  - (iii) to apply for and obtain the Interim Order and the Final Order as provided in Article 2 hereof;
  - (iv) to the extent that satisfaction of such condition precedents are within its control, satisfy the conditions set out in Article 5 as soon as possible; and
  - (v) to apply for and obtain such other consents, orders, acceptances, or approvals as are necessary or desirable for the implementation of the Arrangement, including those referred to in Section 5.1 hereof;
- (h) to use reasonable commercial efforts to obtain any necessary waivers from the Exchange in order for RiseTech to maintain its listing on the Exchange in the event RiseTech does not have adequate distribution as required under the Exchange's Policy 2.1 – *Initial Listing Requirements*;
- (i) to promptly cause any proposed director or officer nominees of RiseTech to file Personal Information Forms, or statutory declarations in lieu thereof, with the Exchange;
- (j) to provide to RiseTech three Business Days' notice prior to filing the Tantalus Articles of Arrangement and to attending Court for the purpose of seeking the Interim Order and the Final Order; and
- (k) provided Tantalus has obtained approval from the Tantalus Shareholders therefore, Tantalus will make the necessary filings to effect the Tantalus Consolidation immediately prior to the Arrangement.

## Covenants of TSS

4.3 TSS hereby covenants and agrees as follows:

- (a) until the Effective Date, TSS will carry on its business in the usual and ordinary course and consistent with past practice, and use all reasonable commercial efforts, to the extent that it has the financial resources to do so, to maintain and preserve its business, assets and advantageous business relationships, except as otherwise contemplated in this Agreement or as agreed to between the parties or as required by applicable laws;
- (b) until the Effective Date and except as contemplated by this Agreement, TSS will not merge into or with, or amalgamate or consolidate with, or enter into any other corporate reorganization with, any other corporation or person or perform any act or enter into any transaction or negotiation which interferes or is inconsistent with the completion of the transactions contemplated hereby, other than as contemplated in this Agreement and, without limiting the generality of the foregoing, TSS will not:
  - (i) make any distribution by way of dividend, return of capital or otherwise to or for the benefit of the TSS Shareholders;
  - (ii) issue any of its shares (other than on exercise of presently outstanding convertible securities) or other securities convertible into shares or enter into any commitment or agreement therefor; or
  - (iii) make any payment to any director, officer or employee except pursuant to employment arrangements existing as of the date hereof or pursuant to new employment agreements in the ordinary course of business consistent with past practice;
- (c) until the Effective Date, TSS will not alter or amend its constating documents, except as contemplated in or permitted by this Agreement;
- (d) until the Effective Date, TSS will not engage in any business, enterprise or other activity different from that carried on by it at the date of this Agreement;
- (e) to furnish to RiseTech such information relating to the financial condition, business, properties and affairs of TSS as may reasonably be requested by RiseTech;
- (f) to ensure that the information related to TSS that is provided by TSS to RiseTech for inclusion in the Filing Statement or the RiseTech Information Circular will be true, correct and complete in all material respects and will not contain any untrue statement of any material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, not misleading in light of the circumstances in which they are made, and to promptly advise RiseTech if at any time before the Closing Date it becomes aware that the Filing Statement or RiseTech Information Circular contains of untrue statement of any material fact or omits to state any material fact required to be stated therein or necessary in order to make the statements therein not misleading in light of the circumstances in which they are made;
- (g) to use reasonable commercial efforts to do all such other acts and things as may be necessary or desirable in order to give effect to the Arrangement and, without limiting the generality of the foregoing:
  - (i) to execute and deliver such documents and to complete the transactions necessary, in each case, to complete the Subscription Receipt Financing;
  - (ii) to seek and obtain approval from the TSS Shareholders of the TSS Arrangement Resolution at the TSS Meeting in accordance with the Interim Order;

- (iii) to apply for and obtain the Interim Order and the Final Order as provided in Article 2 hereof;
- (iv) to the extent that satisfaction of such condition precedents are within its control, satisfy the conditions set out in Article 5 as soon as possible; and
- (v) to apply for and obtain such other consents, orders, acceptances, or approvals as are necessary or desirable for the implementation of the Arrangement, including those referred to in Section 5.1 hereof.

## **Warrants**

4.4 All outstanding Amalco Replacement Warrants will, without any further action on the part of any Amalco Warrantholder, be exchanged for warrants to purchase Post-Consolidation RiseTech Shares (the “**RiseTech Replacement Warrants**”) pursuant to the Plan of Arrangement. RiseTech covenants and agrees that the Tantalus Warrants will continue in effect as RiseTech Replacement Warrants, on the same terms and conditions as the Amalco Replacement Warrants, on and after the Effective Time. RiseTech will take all corporate action necessary to reserve for issuance a sufficient number of Post-Consolidation RiseTech Shares for delivery upon exercise of the RiseTech Replacement Warrants assumed in accordance with this Section 4.4.

## **Options**

4.5 All outstanding Amalco Replacement Options will, without any further action on the part of any Amalco Optionholder, be exchanged for options to purchase Post-Consolidation RiseTech Shares (the “**RiseTech Replacement Options**”) pursuant to the Plan of Arrangement. RiseTech covenants and agrees that the Amalco Options will continue in effect as RiseTech Replacement Options, on the same terms and conditions as the Amalco Replacement Options, on and after the Effective Time. RiseTech will take all corporate action necessary to reserve for issuance a sufficient number of Post-Consolidation RiseTech Shares for delivery upon exercise of the RiseTech Replacement Options assumed in accordance with this Section 4.5.

## **ARTICLE 5 – CONDITIONS**

### **Mutual Conditions Precedent**

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

- (a) the Tantalus Arrangement Resolution will have been approved and adopted by Tantalus Shareholders at the Tantalus Meeting in accordance with the Interim Order and the Arrangement will have otherwise been approved and adopted by the requisite majorities of persons entitled or required to vote thereon as determined by the Court;
- (b) the TSS Arrangement Resolution will have been approved and adopted by TSS Shareholders at the TSS Meeting in accordance with the Interim Order and the Arrangement will have otherwise been approved and adopted by the requisite majorities of persons entitled or required to vote thereon as determined by the Court;
- (c) the Interim Order and Final Order will have been obtained from the Court in the manner contemplated by Article 2 of this Agreement;
- (d) the Exchange will have accepted the Arrangement, the RiseTech Consolidation, the Name Change, the Articles Amendment, the Notice of Articles Amendment, the Incentive Plan and the other transactions contemplated by this Agreement as part of RiseTech’s “Qualifying Transaction”

under the policies of the Exchange, subject to compliance with usual and ordinary conditions to final acceptance of the Exchange;

- (e) RiseTech Shareholders will have approved and RiseTech will have completed the RiseTech Consolidation, the Name Change, the Articles Amendment, the Notice of Articles Amendment and the Incentive Plan;
- (f) all other consents, orders, regulations and approvals, including regulatory and judicial approvals and orders, necessary or desirable for the completion of the transactions provided for in this Agreement and the Plan of Arrangement will have been obtained or received from the persons, authorities or bodies having jurisdiction in the circumstances;
- (g) there will not be in force any order or decree restraining or enjoining the consummation of the transactions contemplated by this Agreement and the Arrangement;
- (h) the issuances of Post-Consolidation RiseTech Shares contemplated by the Arrangement will have been approved by all necessary corporate action to permit such securities to be issued, if applicable, as fully paid and non-assessable shares and will be exempt from the registration requirements of the 1933 Act and the prospectus requirements of applicable securities laws in each of the Provinces of Canada in which holders of Tantalus Shares are resident; and
- (i) the Tantalus Articles of Arrangement and TSS Articles of Arrangement will have been accepted for filing by the Director.

#### **Conditions to Obligations of Tantalus and TSS**

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

- (a) the maintenance of RiseTech's listing on the Exchange;
- (b) RiseTech will have a cash balance of no less than the cash balance reflected on the RiseTech balance sheet contained in the RiseTech interim financial statements for the six months ended on June 30, 2020, excluding any paid or unpaid: (i) transaction costs relating to the Arrangement; and (ii) costs relating to maintaining a listing on the Exchange;
- (c) all directors (other than Tom Liston) and officers of RiseTech will resign and provided mutual releases in a form acceptable to Tantalus, acting reasonably, at the Effective Time and will be replaced by Tantalus' nominees, subject to such nominees being acceptable to the Exchange;
- (d) RiseTech will have fulfilled or complied in all material respects with each of the covenants of RiseTech contained in this agreement to be fulfilled or complied with by it on or prior to the Effective Time, and will have delivered a certificate confirming same to Tantalus, executed by a senior officer of RiseTech (without personal liability) addressed to Tantalus and dated the Effective Time;
- (e) the representations and warranties of RiseTech as set out in this Agreement being true and correct in all material respects (and will have, for this purpose, any reference to "material", "Material Adverse Effect" or any other concept of materiality in such representations and warranties shall be ignored) at the Effective Time with the same force and effect as if made at and as of such time except for representations and warranties made as of a specified time, the accuracy of which will be determined as of such specified time, and RiseTech will have delivered a certificate confirming same to Tantalus executed by a senior officer of RiseTech (without personal liability) addressed to Tantalus and dated the Effective Time; and

- (f) the absence of any Material Adverse Effect of RiseTech.

### **Conditions to Obligations of RiseTech**

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

- (a) Tantalus will have fulfilled or complied in all material respects with each of the covenants of Tantalus contained in this agreement to be fulfilled or complied with by it on or prior to the Effective Time, and will have delivered a certificate confirming same to RiseTech, executed by a senior officer of Tantalus (without personal liability) addressed to RiseTech and dated the Effective Time;
- (b) Tantalus Shareholders holding no more than 5% of the issued and outstanding Tantalus Shares and TSS Shareholders holding no more than 5% of the issued and outstanding Tantalus Shares will have exercised their Dissent Rights (and not withdrawn such exercise); and
- (c) the representations and warranties of Tantalus and TSS as set out in this Agreement being true and correct in all material respects (and, for this purpose, any reference to “material”, “Material Adverse Effect” or any other concept of materiality in such representations and warranties shall be ignored) at the Effective Time with the same force and effect as if made at and as of such time in each case except for representations and warranties made as of a specified time, the accuracy of which will be determined as of such specified time, and Tantalus and TSS will have delivered a certificate confirming same to RiseTech executed by a senior officer of Tantalus and TSS, respectively, (without personal liability) addressed to RiseTech and dated the Effective Time; and
- (d) the absence of any Material Adverse Effect on Tantalus.

## **ARTICLE 6 – AMENDMENT AND TERMINATION**

### **Amendment**

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

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

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

## Termination

6.2 This Agreement may, at any time before the Effective Time, be terminated on the day on which the earliest of the following events occurs:

- (a) by the mutual agreement of Tantalus and RiseTech without further action on the part of the Tantalus Shareholders, TSS Shareholders or the RiseTech Shareholders;
- (b) any applicable regulatory authority having notified in writing any of the parties that it will not permit the Business Combination to proceed;
- (c) by either Tantalus or RiseTech if the other party breaches a material term of this Agreement and such breach is not waived or, if capable of being cured, cured within a period of 10 calendar days from the date of written notice of such breach;
- (d) by either Tantalus or RiseTech if the conditions precedent set forth in Sections 5.1, 5.2 and 5.3 (as applicable) are not satisfied or waived on or before January 31, 2021 (or such other date as agreed to by the parties), except that the right to terminate this Agreement under this Section 6.2(d) will not be available to a party whose failure to perform any of its covenants or agreements has been the primary cause of, or resulted in, the failure of the conditions precedent to be satisfied by such date;
- (e) by either Tantalus or RiseTech, if it becomes apparent to such party (acting reasonably and in good faith) that the Subscription Receipt Financing is not reasonably likely to be successful or reasonably capable of being completed on or before November 30, 2020 (or such other date as agreed to by the parties), except that the right to terminate this Agreement under this Section 6.2(e) will not be available to a party whose failure to perform any of its covenants or agreements has been the primary cause of, or resulted in, the failure of Subscription Receipt Financing being completed by such date;
- (f) upon the earliest to occur of: (i) the RiseTech Shareholders failing to approve the RiseTech Consolidation, the Name Change, the Articles Amendment, the Notice of Articles Amendment and the Incentive Plan; (ii) the Tantalus Shareholders or TSS Shareholders failing to approve the Arrangement; or (iii) a final determination from the Court or an appeal court that denies the granting of the Final Order; provided, however, that nothing in this subsection 6.2(f) will extend the termination date of this Agreement past January 31, 2021 without the mutual consent of Tantalus and RiseTech; and
- (g) by either: (i) Tantalus if it or TSS accepts and enters into an agreement in respect of an Alternative Transaction in compliance with the terms of this Agreement; or (ii) RiseTech if it accepts and enters into an agreement in respect of an Alternative Transaction in compliance with the terms of this Agreement.

6.3 If this Agreement is terminated by Tantalus or RiseTech pursuant to Section 6.2(g), the terminating party (who accepts a Superior Proposal, or in the case of Tantalus, where TSS accepts a Superior Proposal) will pay the other party US\$250,000 in respect of its costs incurred in connection with negotiation and performance of this Agreement, the Business Combination and related transactions. Each party acknowledges that the payment of the amount set out in this Section 6.3 is a payment of liquidated damages which are a genuine pre-estimate of the damages which a party, as applicable, will suffer or incur as a result of the event giving rise to such damages and resultant termination of this Agreement and is not a penalty. Each party irrevocably waives any right it may have to raise as a defence that any such liquidated damages are excessive or punitive. The parties agree that payment of the amount pursuant to this Section 6.3 is the sole remedy of the parties, as applicable, in respect of the event giving rise to such payment; provided, however, that this limitation will not apply in the event of fraud by the party that has made, or is required to make, a payment pursuant to this Section 6.3.

6.4 If this Agreement is terminated pursuant to Section 6.2, this Agreement will become void and of no further force or effect without liability of any party (or any shareholder, director, officer, employee, agent, consultant or representative of such party) to the other party, except that Section 6.3, this Section 6.4, Section 8.1 and Sections 9.1 to 9.8 and all related definitions in Section 1.1 will survive such termination; provided, however, that no party shall be relieved of any liability or damages resulting from a material breach by any party of its representations, warranties or covenants contained in this Agreement that is a consequence of an act undertaken by the breaching party with the actual knowledge that the taking of such act would, or would be reasonably expected to, cause a breach of this Agreement.

## ARTICLE 7 – NON-SOLICITATION

### Non-Solicitation

7.1 Subject to Section 7.4, until this Agreement is terminated or the Arrangement is effected as contemplated herein, each of the parties hereto and their respective agents will not, nor will it permit any of its respective directors, officers, affiliates, employees, representatives or agents (including and without limitation, investment bankers, attorneys and accountants) directly or indirectly to: (a) make, solicit, initiate, entertain, encourage, promote or facilitate, including by way of permitting any visit to its facilities or properties or entering into any form of agreement, arrangement or understanding, any inquiries or the making of any proposals regarding an Alternative Transaction (as defined below) or that may reasonably be expected to lead to an Alternative Transaction; (b) participate in any discussions or negotiations regarding, or furnish to any person any information or otherwise co-operate with, respond to, assist or participate in any Alternative Transaction or potential Alternative Transaction; (c) agree to, approve or recommend any Alternative Transaction or potential Alternative Transaction or remain neutral with respect to any publicly announced Alternative Transaction or potential Alternative Transaction (it being understood that publicly taking no position or a neutral position with respect to an Alternative Transaction or potential Alternative Transaction until 10 Business Days following public announcement of such Alternative Transaction or potential Alternative Transaction will not be considered to be a violation of this paragraph); or (d) enter into any agreement, arrangement or understanding related to any Alternative Transaction.

7.2 From and after the date of this Agreement, each party will promptly (and in any event within 24 hours) notify the other party, at first orally and then in writing, of any proposals, offers or written inquiries relating to or which could result in an Alternative Transaction being consummated, or any request for non-public information relating to such party. Such notice will include a description of the terms and conditions of any proposal, inquiry or offer, and will not be required to disclose the identity of the person making such proposal, inquiry or offer. Each party will keep the other party fully informed on a prompt basis of the status, including any change to the material terms, of any such inquiry, proposal or offer.

7.3 For the purposes of this Agreement, an “**Alternative Transaction**” means, with respect to a party, an agreement which constitutes, or may reasonably be expected to lead to (in either case whether in one transaction or a series of transactions): (a) a direct or indirect acquisition from such party or from its shareholders of 20% or more of the voting securities of such party; (b) a direct or indirect acquisition of assets of such party representing 20% or more of the book value (on a consolidated basis) of such party; (c) an amalgamation, arrangement, merger, or consolidation involving such party; (d) any take-over bid, issuer bid, exchange offer, recapitalization, liquidation, dissolution, reorganization into a royalty trust or income fund or similar transaction involving such party; or (e) any other transaction, the consummation of which would or could reasonably be expected to materially impede, interfere with, prevent or delay the transactions contemplated by this Agreement or which would or could reasonably be expected to materially reduce the benefits under this Agreement or the Business Combination. Notwithstanding the foregoing, an “**Alternative Transaction**” will not include an equity or debt financing of Tantalus to a maximum of \$1,000,000 or a refinancing of any credit or similar debt facility of Tantalus or any of the Tantalus Subsidiaries existing as of the date hereof; provided, however, that any such equity or debt financing is on customary commercial terms.

7.4 Notwithstanding Sections 7.1, 7.2 and 7.3, the board of directors of either party may consider, negotiate, accept, approve or recommend to its shareholders, or enter into an agreement, understanding or arrangement in respect of an Alternative Transaction that is an unsolicited Superior Proposal (as defined below). Prior to considering, negotiating, accepting, approving or recommending to its shareholders or entering into

agreement, understanding or arrangement in respect of, an unsolicited Superior Proposal, each party will: (a) advise the other party in writing of the existence and terms of any such offer or proposal and provide redacted copies thereof to the other party as soon as reasonably possible following its receipt thereof; (b) provide copies of any information provided to the person making the Superior Proposal, which has not already been made available to the other party; and (c) if requested by the other party, prior to accepting, recommending, approving or entering into any agreement to implement the Superior Proposal, to negotiate in good faith with the other party and its legal and financial advisors for a period of up to three Business Days to permit the other party, if practicable, to propose such adjustments in the terms and conditions of this Agreement as may be necessary or advisable such that, in the *bona fide* opinion of such party's board of directors, the Alternative Transaction is no longer a Superior Proposal. In the event that the other party proposes to so amend this Agreement to provide substantially equivalent or superior value to that provided under the Superior Proposal, neither party will accept, recommend, approve or enter into any agreement to implement the Superior Proposal.

7.5 Subject to compliance with Sections 7.1, 7.2, 7.3 and 7.4, if prior to the completion of the Business Combination, a *bona fide*, unsolicited Alternative Transaction is proposed, offered or made to a party or to a party's shareholders which, in the *bona fide* opinion of a party's board of directors would result in a financially superior transaction, directly or indirectly, for its shareholders than that contemplated by the Business Combination (any such Alternative Transaction being referred to herein as a "**Superior Proposal**"), a party's board of directors may withdraw, modify or change its approval of the Business Combination contemplated by this Agreement if, in the opinion of such board of directors acting reasonably and upon the written advice of its legal counsel, such withdrawal, modification or change is required or would be consistent with the fiduciary duties of its board of director under applicable laws.

## ARTICLE 8 – CONFIDENTIALITY

### Confidentiality

8.1 Each of RiseTech and Tantalus:

- (a) acknowledges that it will be providing to the other information that is non-public, confidential, and proprietary in nature. Each of RiseTech and Tantalus (and its respective directors, officers, affiliates, representatives, agents and employees) will keep such information confidential and will not, except as otherwise provided below, disclose such information or use such information for any purpose other than for the evaluation and consummation of the Arrangement. The foregoing will not apply to information that:
  - (i) becomes generally available to the public absent any breach of the foregoing;
  - (ii) was available on a non-confidential basis to a party prior to its disclosure pursuant to this Agreement; or
  - (iii) becomes available on a non-confidential basis from a third party who, to the knowledge of the recipient after enquiry, is not bound to keep such information confidential; and
- (b) agrees that promptly upon request by the other of them, it will return to the other party all confidential information, except to the extent it is required by law, regulations or rules (including the rules of professional bodies) to retain the confidential information.

## ARTICLE 9 – GENERAL

### Notices

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

To RiseTech:

RiseTech Capital Corp.  
2900 - 550 Burrard Street  
Vancouver, British Columbia V6C 0A3

Attention: Manny Padda, Chief Executive Officer and Chief Financial Officer

Email: [REDACTED]

With a copy to Mike Stephens of Fasken Martineau DuMoulin LLP

2900 - 550 Burrard Street  
Vancouver, British Columbia V6C 0A3

Email: [REDACTED]

To Tantalus or TSS:

Tantalus Systems Holding Inc.  
200 - 3555 Gilmore Way  
Burnaby, British Columbia V5G 3B2

Attention: Peter Londa, Chief Executive Officer

Email: [REDACTED]

With a copy to Trevor Scott of Osler, Hoskin and Harcourt LLP

1700 - 1055 West Hastings Street  
Vancouver, British Columbia V6E 2E9

Email: [REDACTED],

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

### **Expenses**

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

### **Assignment**

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

### **Binding Effect**

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

### **Waiver**

9.5 Any waiver or release of any of the provisions of this Agreement, to be effective, must be in writing executed by the party granting the same. Waivers may only be granted upon compliance with the terms governing amendments set forth in Section 6.1, mutatis mutandis.

### **Governing Law**

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

### **Qualifications**

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

### **Time of Essence**

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

### **Public Announcements**

9.9 Neither RiseTech nor Tantalus will make announcements regarding the Arrangement or any other transactions contemplated herein that have not been previously reviewed and commented on by the other of them, except that RiseTech or Tantalus may issue a news release or make a filing with a regulatory authority if its counsel advises that such news release or filing is necessary in order to comply with applicable law or the rules and policies of any securities regulatory authority having jurisdiction over it, in which case it will first make a reasonable commercial effort to obtain the approval of the other of them, acting reasonably.

### **Counterparts**

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

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

**RISETECH CAPITAL CORP.**

Per: (s) Manny Padda  
Authorized Signatory

**TANTALUS SYSTEMS HOLDING INC.**

Per: (s) Peter Londa  
Authorized Signatory

**TANTALUS SYSTEMS SHAREHOLDERS INC.**

Per: (s) Peter Londa  
Authorized Signatory

**EXHIBIT I**  
**PLAN OF ARRANGEMENT**  
**(See attached)**

**PLAN OF ARRANGEMENT  
TO THE ARRANGEMENT AGREEMENT MADE AS OF NOVEMBER 19, 2020, AMONG RISETECH CAPITAL CORP.,  
TANTALUS SYSTEMS HOLDING INC. AND TANTALUS SYSTEMS SHAREHOLDERS INC.**

**ARTICLE 1 – INTERPRETATION**

**Definitions**

1.1 In this Plan of Arrangement, unless something in the subject matter or context is inconsistent therewith:

- (a) **“1933 Act”** means the Securities Act of 1933 of the United States of America, as amended from time to time;
- (b) **“Amalco Option Plan”** has the meaning ascribed to it in Section 3.4(e)(xviii) hereof;
- (c) **“Amalco Replacement Options”** has the meaning ascribed to it in Section 3.4(e)(xix) hereof;
- (d) **“Amalco Replacement Warrants”** has the meaning ascribed to it in Section 3.4(e)(xx) hereof;
- (e) **“Amalco Shareholders”** means the holders of the Amalco Shares;
- (f) **“Amalco Shares”** means the common shares in the capital of the Amalgamated Company;
- (g) **“Amalgamated Company”** means the corporate entity formed as a result of the amalgamation of TSS and Tantalus as contemplated in Section 3.4(e) hereof;
- (h) **“Amalgamation”** has the meaning ascribed to it in Section 3.4(e) hereof;
- (i) **“Arrangement”** means the arrangement under Section 192 of the CBCA on the terms and subject to the conditions set out in this Plan of Arrangement, subject to any amendments or variations to this Plan of Arrangement made in accordance with Section 6.1 of the Arrangement Agreement or Article 7 of this Plan of Arrangement or made at the direction of the Court in the Final Order with the consent of RiseTech and Tantalus, each acting reasonably;
- (j) **“Arrangement Agreement”** means the arrangement agreement made as of November 19, 2020 among RiseTech, Tantalus and TSS, including the schedules thereto, as the same may be supplemented or amended from time to time in accordance with its terms;
- (k) **“Business Day”** means any day other than a Saturday or Sunday or statutory holiday in the Province of British Columbia, upon which banks generally are open for business in the city of Vancouver, British Columbia;
- (l) **“CBCA”** means the *Canada Business Corporations Act*;
- (m) **“Court”** means the Supreme Court of British Columbia;
- (n) **“Director”** means the Director appointed pursuant to Section 260 of the CBCA;
- (o) **“Effective Date”** means the date upon which the Arrangement becomes effective as established by the date of issue shown on the certificate giving effect to the Arrangement as issued by the Director pursuant to Section 192(7) of the CBCA;

- (p) **“Effective Time”** means 12:01 a.m. (Vancouver time) on the Effective Date, or such other time as agreed upon by Tantalus and RiseTech;
- (q) **“Final Order”** means the final order of the Court approving the Arrangement, in a form acceptable to Tantalus and RiseTech, each acting reasonably, granted pursuant to Section 192(4) of the CBCA, as such order may be affirmed, amended, modified, supplemented or varied by the Court (with the consent of each of Tantalus and RiseTech, each acting reasonably) at any time prior to the Effective Date or, if appealed, as affirmed or amended (provided that any such amendment is acceptable to each of Tantalus and RiseTech, each acting reasonably) on appeal unless such appeal is withdrawn, abandoned or denied;
- (r) **“Interim Order”** means the interim order of the Court to be issued following the application therefor contemplated by Section 2.2 of the Arrangement Agreement, in a form acceptable to Tantalus and RiseTech, each acting reasonably, providing for, among other things, the calling and holding of the TSS Meeting and the Tantalus Meeting, as such order may be affirmed, amended, modified, supplemented or varied by the Court with the consent of both Tantalus and RiseTech, each acting reasonably;
- (s) **“Person”** will be broadly interpreted and includes any natural person, partnership, limited partnership, joint venture, syndicate, sole proprietorship, body corporate with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal personal representative;
- (t) **“Plan of Arrangement”** means this plan of arrangement, including any appendices hereto, and any amendments or variations hereto made in accordance with Section 6.1 of the Arrangement Agreement and the terms hereof or made at the direction of the Court in the Final Order, with the consent of Tantalus and RiseTech, each acting reasonably;
- (u) **“Post-Consolidation RiseTech Shares”** means the common shares in the capital of RiseTech after giving effect to the RiseTech Consolidation;
- (v) **“Post-Consolidation Tantalus Shares”** means the common shares in the capital of Tantalus after giving effect to the Tantalus Consolidation;
- (w) **“RiseTech”** means RiseTech Capital Corp., a corporation incorporated under the laws of British Columbia;
- (x) **“RiseTech Consolidation”** means a consolidation of the common shares in the capital of RiseTech on a one pre-consolidation share for 0.06094549 post-consolidation shares basis to be effected immediately prior to the Effective Time;
- (y) **“RiseTech Incentive Plan”** means the omnibus long term incentive plan of RiseTech to be adopted by RiseTech immediately prior to the Effective Time;
- (z) **“RiseTech Replacement Options”** has the meaning ascribed to it in Section 3.4(h) hereof;
- (aa) **“RiseTech Replacement Warrants”** has the meaning ascribed to it in Section 3.4(i) hereof;
- (bb) **“RiseTech Shares”** means the common shares in the capital of RiseTech prior to giving effect to the RiseTech Consolidation;
- (cc) **“Tantalus”** means Tantalus Systems Holding Inc., a corporation existing under the CBCA;
- (dd) **“Tantalus Consolidation”** means a consolidation of the common shares in the capital of Tantalus on a one pre-consolidation share for 0.82620377 post-consolidation shares basis to be effected immediately prior to the Effective Time;

- (ee) **“Tantalus Dissent Rights”** has the meaning ascribed to it in Section 5.1 hereof;
- (ff) **“Tantalus Dissenting Shareholder”** means a registered Tantalus Shareholder as of the record date of the Tantalus Meeting who has properly exercised its Tantalus Dissent Rights and has not withdrawn or been deemed to have withdrawn such Tantalus Dissent Rights, but only in respect of Tantalus Shares in respect of which Dissent Rights are properly exercised by such Tantalus Shareholder;
- (gg) **“Tantalus Meeting”** means the special meeting of the Tantalus Shareholders to be held to consider and, if thought fit, to approve the Arrangement, together with such other matters as are required to effect the Arrangement;
- (hh) **“Tantalus Option Plan”** means the stock option plan of Tantalus dated July 26, 2017;
- (ii) **“Tantalus Options”** means all outstanding incentive stock options exercisable to acquire Tantalus Shares pursuant to the Tantalus Option Plan;
- (jj) **“Tantalus Shareholders”** means the holders of the Tantalus Shares or Post-Consolidation Tantalus Shares, as applicable;
- (kk) **“Tantalus Shareholders Agreement”** means the shareholders’ agreement made as of July 26, 2017 by and among Tantalus and the Tantalus Shareholders party thereto;
- (ll) **“Tantalus Shares”** means the common shares in the capital of Tantalus prior to giving effect to the Tantalus Consolidation;
- (mm) **“Tantalus Warrants”** means all outstanding share purchase warrants exercisable to acquire Tantalus Shares;
- (nn) **“Tax Act”** means the *Income Tax Act* (Canada);
- (oo) **“TSS”** means Tantalus Systems Shareholders Inc., a corporation existing under the CBCA;
- (pp) **“TSS Class A Preferred Shareholders”** means the holders of the TSS Class A Preferred Shares;
- (qq) **“TSS Class A Preferred Shares”** means the class A preferred shares in the capital of TSS;
- (rr) **“TSS Class B Preferred Share Conversion Ratio”** means the ratio of one-for-0.4584703, in the manner that one TSS Class B Preferred Share will be converted to 0.4584703 Amalco Shares;
- (ss) **“TSS Class B Preferred Shareholders”** means the holders of the TSS Class B Preferred Shares;
- (tt) **“TSS Class B Preferred Shares”** means the class B preferred shares in the capital of TSS;
- (uu) **“TSS Class C Preferred Share Conversion Ratio”** means the ratio of one-for-24,195.9375, in the manner that one TSS Class C Preferred Share will be converted to 24,195.9375 Amalco Shares;
- (vv) **“TSS Class C Preferred Shareholders”** means the holders of the TSS Class C Preferred Shares;
- (ww) **“TSS Class C Preferred Shares”** means the class C preferred shares in the capital of TSS;
- (xx) **“TSS Class D Preferred Share Conversion Ratio”** means the ratio of one-for-3.877398, in the manner that one TSS Class D Preferred Share will be converted to 3.877398 Amalco Shares;
- (yy) **“TSS Class D Preferred Shareholders”** means the holders of the TSS Class D Preferred Shares;

- (zz) **“TSS Class D Preferred Shares”** means the class D preferred shares in the capital of TSS;
- (aaa) **“TSS Common Shares”** means the common shares in the capital of TSS;
- (bbb) **“TSS Common Shareholders”** means the holders of the TSS Common Shares;
- (ccc) **“TSS Dissent Rights”** has the meaning ascribed to it in Section 4.1 hereof;
- (ddd) **“TSS Dissenting Shareholder”** means a registered TSS Shareholder as of the record date of the TSS Meeting who has properly exercised its TSS Dissent Rights and has not withdrawn or been deemed to have withdrawn such TSS Dissent Rights, but only in respect of TSS Shares in respect of which TSS Dissent Rights are properly exercised by such TSS Shareholder;
- (eee) **“TSS Meeting”** means the special meeting of the TSS Shareholders to be held to consider and, if thought fit, to approve the Arrangement, together with such other matters as are required to effect the Arrangement;
- (fff) **“TSS Multiple Voting Shareholders”** means the holders of the TSS Multiple Voting Shares;
- (ggg) **“TSS Multiple Voting Shares”** means the multiple voting shares in the capital of TSS;
- (hhh) **“TSS Options”** means all outstanding incentive stock options exercisable to acquire TSS Shares pursuant to the TSS Option Plan;
- (iii) **“TSS Option Plan”** means the fourth amended and restated option plan of Tantalus Systems Corp. as adopted by TSS;
- (jjj) **“TSS Shareholders Agreement”** means the shareholders’ agreement made as of July 26, 2017 by and among TSS and the TSS Shareholders party thereto;
- (kkk) **“TSS Shareholders”** means the TSS Common Shareholders, the TSS Multiple Voting Shareholders, the TSS Class A Preferred Shareholders, the TSS Class B Preferred Shareholders, the TSS Class C Preferred Shareholders and the TSS Class D Preferred Shareholders; and
- (lll) **“TSS Shares”** means the TSS Common Shares, the TSS Multiple Voting Shares, the TSS Class A Preferred Shares, the TSS Class B Preferred Shares, the TSS Class C Preferred Shares and the TSS Class D Preferred Shares.

## Headings

1.2 The division of this Plan of Arrangement into Articles and Sections and the insertion of headings are for convenience of reference only and will not affect the construction or interpretation of this Plan of Arrangement. The terms “this Plan of Arrangement”, “hereof” and “hereunder” and similar expressions refer to this Plan of Arrangement and not to any particular Article or Section hereof and include any agreement or instrument supplemental therewith, references herein to Articles and Sections are to Articles and Sections of this Plan of Arrangement.

## Number, Gender, Persons

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

### **Date for Any Action**

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

### **Statutory References**

1.5 In this Plan of Arrangement, any reference to a statute refers to such statute and all rules and regulations made under it, as it or they may have been or may from time to time be amended or re-enacted, unless stated otherwise.

## **ARTICLE 2 – GOVERNING AGREEMENT**

### **Arrangement Agreement**

2.1 This Plan of Arrangement is made pursuant to, is subject to the provisions of and forms part of the Arrangement Agreement.

## **ARTICLE 3 – ARRANGEMENT**

### **Binding Effect**

3.1 This Plan of Arrangement will become effective at, and be binding at and after, the Effective Time, without any further authorization, act or formality on the part of the Court, and will be binding upon on:

- (a) Tantalus;
- (b) TSS;
- (c) RiseTech;
- (d) the Tantalus Shareholders, including the Tantalus Dissenting Shareholders;
- (e) the holders of the Tantalus Options;
- (f) the holders of the Tantalus Warrants;
- (g) the TSS Shareholders, including the TSS Dissenting Shareholders;
- (h) the holders of the TSS Options; and
- (i) all other Persons, without any further act or formality required on the part of any other Person except as expressly provided herein.

3.2 Other than as expressly provided for herein, no portion of this Plan of Arrangement will take effect with respect to any Person until the Effective Time.

3.3 Subject to the Plan of Arrangement taking effect:

- (a) the TSS Shareholders Agreement will be deemed to be terminated without any further act or formality on the part of the TSS Shareholders and each TSS Shareholder will be deemed to have irrevocably and unconditionally released and discharged TSS from any and all claims which such TSS Shareholder has now, or may have in the future, against TSS relating to or arising out of the TSS

Shareholders Agreement or the articles and bylaws of TSS, existing up to and including the Effective Date, other than any rights under the Plan of Arrangement; and

(b) the Tantalus Shareholders Agreement will be deemed to be terminated without any further act or formality on the part of the Tantalus Shareholders and each Tantalus Shareholder will be deemed to have irrevocably and unconditionally released and discharged Tantalus from any and all claims which such Tantalus Shareholder has now, or may have in the future, against Tantalus relating to or arising out of the Tantalus Shareholders Agreement or the articles and bylaws of Tantalus, existing up to and including the Effective Date, other than any rights under the Plan of Arrangement.

### **Arrangement**

3.4 Commencing at the Effective Time, the following events or transactions will occur and be deemed to occur sequentially (unless otherwise provided) without any further act or formality required on the part of any Person, except as expressly provided herein:

(a) notwithstanding the terms of the TSS Option Plan, each TSS Option (whether vested or unvested) will be deemed to have been assigned and transferred by the holder of such TSS Option to TSS without any further act or formality on the part of such holder of a TSS Option, free and clear of all liens, claims and encumbrances, in exchange for no consideration, and:

- (i) such holder of a TSS Option will cease to be the holder of such TSS Option and to have any rights as a holder of such TSS Option;
- (ii) the name of such holder of a TSS Option will be removed from the securities register of TSS with respect to such TSS Option;
- (iii) the TSS Option Plan and all option agreements relating to such TSS Option will be deemed to have been terminated and cancelled and shall be of no further force and effect; and
- (iv) such holder of a TSS Option will be deemed to have executed and delivered all consents, assignments and waivers, statutory or otherwise, required to effect such assignment and transfer;

(b) each TSS Share held by a TSS Shareholder who has exercised TSS Dissent Rights (provided the right of such TSS Shareholder to dissent with respect to such TSS Share has not been terminated or ceased to apply to such TSS Shareholder) will be deemed to have been transferred by such TSS Dissenting Shareholder to TSS without any further act or formality on the part of such TSS Dissenting Shareholder, free and clear of all liens, claims and encumbrances, and:

- (i) such TSS Dissenting Shareholder will cease to be the registered holder of such TSS Share and have any rights as a TSS Shareholder other than the right to be paid the fair value of such TSS Share in accordance with Article 4;
- (ii) the name of such TSS Dissenting Shareholder will be removed from the securities register of TSS with respect to such TSS Share;
- (iii) legal and beneficial title to such TSS Share will be transferred to TSS and such TSS Share will be cancelled;
- (iv) the certificate representing such TSS Share will be deemed to have been cancelled; and

- (v) such TSS Dissenting Shareholder will be deemed to have executed and delivered all consents, assignments and waivers, statutory or otherwise, required to effect such transfer;
- (c) each Tantalus Share held by a Tantalus Shareholder who has exercised Tantalus Dissent Rights (provided the right of such Tantalus Shareholder to dissent with respect to such Tantalus Share has not been terminated or ceased to apply to such Tantalus Shareholder) will be deemed to have been transferred by such Tantalus Dissenting Shareholder to Tantalus without any further act or formality on the part of such Tantalus Dissenting Shareholder, free and clear of all liens, claims and encumbrances, and
- (i) such Tantalus Dissenting Shareholder will cease to be the registered holder of such Tantalus Share and have any rights as a Tantalus Shareholder other than the right to be paid the fair value of such Tantalus Share in accordance with Article 5;
  - (ii) the name of such Tantalus Dissenting Shareholder will be removed from the securities register of Tantalus with respect to such Tantalus Share;
  - (iii) legal and beneficial title to such Tantalus Share will be transferred to Tantalus and such Tantalus Share will be cancelled;
  - (iv) the certificate representing such Tantalus Share will be deemed to have been cancelled; and
  - (v) such Tantalus Dissenting Shareholder will be deemed to have executed and delivered all consents, assignments and waivers, statutory or otherwise, required to effect such transfer;
- (d) each TSS Common Share, each TSS Multiple Voting Share and each TSS Class A Preferred Share held by a TSS Shareholder will be deemed to have been transferred by such TSS Shareholder to TSS without any further act or formality on the part of such TSS Shareholder, free and clear of all liens, claims and encumbrances, for no consideration, and
- (i) such TSS Shareholder will cease to be the registered holder of such TSS Common Share, TSS Multiple Voting Share or TSS Class A Preferred Share, as applicable, and have any rights as a TSS Shareholder in respect of such TSS Common Share, TSS Multiple Voting Share or TSS Class A Preferred Share, as applicable;
  - (ii) the name of such TSS Shareholder will be removed from the securities register of Tantalus with respect to such TSS Common Share, TSS Multiple Voting Share or TSS Class A Preferred Share, as applicable;
  - (iii) legal and beneficial title to such TSS Common Share, TSS Multiple Voting Share or TSS Class A Preferred Share, as applicable, will be transferred to TSS and such TSS Common Share, TSS Multiple Voting Share or TSS Class A Preferred Share, as applicable, will be cancelled;
  - (iv) the certificate representing such TSS Common Share, TSS Multiple Voting Share or TSS Class A Preferred Share, as applicable, will be deemed to have been cancelled; and
  - (v) such TSS Shareholder will be deemed to have executed and delivered all consents, assignments and waivers, statutory or otherwise, required to effect such transfer;
- (e) TSS and Tantalus will amalgamate and continue as one corporation with the same effect as if they had been amalgamated under Section 181 of the CBCA (the “**Amalgamation**”) in accordance with the following:

- (i) the articles of the Amalgamated Company will be the articles of Tantalus immediately prior to the Effective Time, with such modifications as may be necessary to give effect to the Arrangement;
- (ii) the name of the Amalgamated Company will be "Tantalus Systems Holdings Inc.";
- (iii) the registered office of the Amalgamated Company will be in the Province of British Columbia;
- (iv) the authorized capital of the Amalgamated Company will consist of an unlimited number of common shares;
- (v) the Amalco Shares will be subject to the restrictions on transfer as set out in the articles of Tantalus immediately prior to the Effective Time;
- (vi) there will be no restrictions on the business the Amalgamated Company may carry on or on the powers it may exercise;
- (vii) the board of directors of the Amalgamated Company will consist of a minimum of one director and a maximum of 10 directors;
- (viii) the first directors of the Amalgamated Company following the Amalgamation will be:

Name	Address
Peter Londa	[REDACTED] [REDACTED] [REDACTED]
John McEwen	[REDACTED] [REDACTED] [REDACTED]
Francis Harvey	[REDACTED] [REDACTED] [REDACTED]
Laura Formusa	[REDACTED] [REDACTED] [REDACTED]

- (ix) the first officers of the Amalgamated Company following the Amalgamation will be the officers of Tantalus immediately prior to the Effective Time;
- (x) the by-laws of the Amalgamated Company will be the by-laws of Tantalus immediately prior to the Effective Time;
- (xi) each TSS Class B Preferred Share held by a TSS Class B Preferred Shareholder immediately prior to the Amalgamation will be deemed to have been converted without any further act or formality on the part of such TSS Class B Preferred Shareholder for Amalco Shares based upon the TSS Class B Preferred Share Conversion Ratio;
- (xii) each TSS Class C Preferred Share held by a TSS Class C Preferred Shareholder immediately prior to the Amalgamation will be deemed to have been converted without

any further act or formality on the part of such TSS Class C Preferred Shareholder for Amalco Shares based upon the TSS Class C Preferred Share Conversion Ratio;

- (xiii) each TSS Class D Preferred Share held by a TSS Class D Preferred Shareholder immediately prior to the Amalgamation will be deemed to have been converted without any further act or formality on the part of such TSS Class D Preferred Shareholder for Amalco Shares based upon the TSS Class D Preferred Share Conversion Ratio;
- (xiv) each Post-Consolidation Tantalus Share held by TSS immediately prior to the Amalgamation will be cancelled without any further act or formality on the part of TSS and without any repayment of capital in respect thereof;
- (xv) each Post-Consolidation Tantalus Share held by a Tantalus Shareholder, other than a Post-Consolidation Tantalus Share held by TSS, immediately prior to the Amalgamation will be deemed to have been converted without any further act or formality on the part of such Tantalus Shareholder for one Amalco Share;
- (xvi) no fractional Amalco Shares will be issued or delivered to any former TSS Shareholder otherwise entitled thereto and no cash will be paid in lieu thereof, and instead, the number of Amalco Shares issued to such former TSS Shareholder will be rounded to the nearest whole number;
- (xvii) the stated capital account in the records of the Amalgamated Company for the Amalco Shares will be equal to the stated capital attributed to the TSS Shares and the Post-Consolidation Tantalus Shares, determined immediately prior to the Amalgamation, less the stated capital attributed to the TSS Shares cancelled pursuant to section 3.4(e)(xiv);
- (xviii) the Tantalus Option Plan shall continue in full force and effect and shall be the stock option plan of Amalco (the “**Amalco Option Plan**”);
- (xix) notwithstanding the terms of the Tantalus Option Plan, each Tantalus Option (whether vested or unvested) will be deemed to have been assigned and transferred by the holder of such Tantalus Option to Amalco without any further act or formality on the part of such holder of a Tantalus Option, free and clear of all liens, claims and encumbrances, in exchange for an option to purchase Amalco Shares from Amalco (that will be governed by the terms of the Amalco Option Plan) (each an “**Amalco Replacement Option**”), such that: (i) on exercise of each Amalco Replacement Option, the holder will be entitled to acquire, and will accept in lieu of the number of Tantalus Post Consolidation Shares to which such holder was entitled immediately before the Effective Date, the number of Amalco Shares equal to the number of Post-Consolidation Tantalus Shares subject to the Tantalus Option immediately before the Effective Date; (ii) each such Amalco Replacement Option will have an exercise price per Amalco Share equal to the exercise price per Post-Consolidation Tantalus Share subject to such Tantalus Option immediately before the Effective Date; and (iii) except as provided in this Section 3.4(e)(xix), all other terms and conditions of such Tantalus Option in effect immediately prior to the Effective Date will govern the Amalco Replacement Option for which such Tantalus Option is so exchanged, and:
  - (A) such holder of a Tantalus Option will cease to be the holder of such Tantalus Option and to have any rights as a holder of such Tantalus Option other than the right to receive Amalco Replacement Options in accordance with this Section 3.4(e)(xix);
  - (B) the name of such holder of a Tantalus Option will be removed from the securities register of Tantalus with respect to such Tantalus Option;

- (C) the Tantalus Option Plan and all option agreements relating to such Tantalus Option will be deemed to have been terminated and cancelled and shall be of no further force and effect; and
  - (D) such holder of a Tantalus Option will be deemed to have executed and delivered all consents, assignments and waivers, statutory or otherwise, required to effect such assignment and transfer;
- (xx) each Tantalus Warrant will be deemed to have been assigned and transferred by the holder of such Tantalus Warrant to Amalco without any further act or formality on the part of such holder of a Tantalus Warrant, free and clear of all liens, claims and encumbrances, in exchange for a warrant to purchase Amalco Shares from Amalco (each an “**Amalco Replacement Warrant**”), such that: (i) on exercise of each Amalco Replacement Warrant, the holder will be entitled to acquire, and will accept in lieu of the number of Post-Consolidation Tantalus Shares to which such holder was entitled immediately before the Effective Date, the number of Amalco Shares equal to the number of Post-Consolidation Tantalus Shares subject to the Tantalus Warrant immediately before the Effective Date; (ii) each such Amalco Replacement Warrant will have an exercise price per Amalco Share equal to the exercise price per Post-Consolidation Tantalus Share subject to such Tantalus Warrant immediately before the Effective Date; and (iii) except as provided in this Section 3.4(e)(xx), all other terms and conditions of such Tantalus Warrant in effect immediately prior to the Effective Date will govern the Amalco Replacement Warrant for which such Tantalus Warrant is so exchanged, and
- (A) such holder of a Tantalus Warrant will cease to be the holder of such Tantalus Warrant and to have any rights as a holder of such Tantalus Warrant other than the right to receive Amalco Replacement Warrants in accordance with this Section 3.4(e)(xx);
  - (B) the name of such holder of a Tantalus Warrant will be removed from the securities register of Tantalus with respect to such Tantalus Warrant;
  - (C) the Tantalus Warrant will be deemed to have been terminated and cancelled and shall be of no further force and effect; and
  - (D) such holder of a Tantalus Warrant will be deemed to have executed and delivered all consents, assignments and waivers, statutory or otherwise, required to effect such assignment and transfer;
- (f) at the time of the step contemplated in Section 3.4(e), the provisions of Subsections 186(b), (c), (d), (e) and (f) of the CBCA will apply to the Amalgamation and from and after such time:
- (i) the property of each of TSS and Tantalus will continue to be the property of the Amalgamated Company;
  - (ii) the Amalgamated Company will continue to be liable for the obligations of each of TSS and Tantalus;
  - (iii) any existing cause of action, claim or liability to prosecution of either TSS or Tantalus will be unaffected;
  - (iv) any civil, criminal or administrative action pending by or against either TSS or Tantalus may be continued to be prosecuted by or against the Amalgamated Company; and

- (v) a conviction against, or ruling, order or judgment in favour of, or against, either TSS or Tantalus may be enforced by or against the Amalgamated Company;
  
- (g) each Amalco Share held by an Amalco Shareholder will be deemed to have been transferred by such Amalco Shareholder to RiseTech without any further act or formality on the part of such Amalco Shareholder, free and clear of all liens, claims and encumbrances, in exchange for one Post Consolidation RiseTech Share, and:
  - (i) such Amalco Shareholder will cease to be the registered holder of such Amalco Share and have any rights as an Amalco Shareholder other than the right to receive one Post Consolidation RiseTech Share in accordance with this Section 3.4(g);
  - (ii) the name of such Amalco Shareholder will be removed from the securities register of the Amalgamated Company with respect to such Amalco Share;
  - (iii) legal and beneficial title to such Amalco Share will be transferred to RiseTech and RiseTech will be entered in the securities register of the Amalgamated Company as the holder of such Amalco Share;
  - (iv) the certificates representing such Amalco Share will be deemed to have been cancelled; and
  - (v) such Amalco Shareholder will be deemed to have executed and delivered all consents, assignments and waivers, statutory or otherwise, required to effect such transfer;
  
- (h) notwithstanding the terms of the Amalco Option Plan, each Amalco Replacement Option (whether vested or unvested) will be deemed to have been assigned and transferred by the holder of such Amalco Replacement Option to RiseTech without any further act or formality on the part of such holder of an Amalco Option, free and clear of all liens, claims and encumbrances, in exchange for an option to purchase Post-Consolidation RiseTech Shares from RiseTech (that will be governed by the terms of the RiseTech Incentive Plan) (each a "**RiseTech Replacement Option**"), such that: (i) on exercise of each RiseTech Replacement Option, the holder will be entitled to acquire, and will accept in lieu of the number of Amalco Shares to which such holder was entitled immediately before the Effective Date, the number of Post-Consolidation RiseTech Shares equal to the number of Amalco Shares subject to the Amalco Replacement Option immediately before the Effective Date; (ii) each such RiseTech Replacement Option will have an exercise price per Post-Consolidation RiseTech Share equal to the exercise price per Amalco Share subject to such Amalco Replacement Option immediately before the Effective Date; and (iii) except as provided in this Section 3.4(h), all other terms and conditions of such Amalco Replacement Option in effect immediately prior to the Effective Date will govern the RiseTech Replacement Option for which such Amalco Replacement Option is so exchanged, and
  - (i) such holder of an Amalco Replacement Option will cease to be the holder of such Amalco Replacement Option and to have any rights as a holder of such Amalco Replacement Option other than the right to receive RiseTech Replacement Options in accordance with this Section 3.4(h);
  - (ii) the name of such holder of an Amalco Replacement Option will be removed from the securities register of Amalco with respect to such Amalco Replacement Option;
  - (iii) the Amalco Option Plan and all option agreements relating to such Amalco Replacement Option will be deemed to have been terminated and cancelled and shall be of no further force and effect; and

- (iv) such holder of an Amalco Replacement Option will be deemed to have executed and delivered all consents, assignments and waivers, statutory or otherwise, required to effect such assignment and transfer;
  
- (i) each Amalco Replacement Warrant will be deemed to have been assigned and transferred by the holder of such Amalco Replacement Warrant to RiseTech without any further act or formality on the part of such holder of an Amalco Replacement Warrant, free and clear of all liens, claims and encumbrances, in exchange for a warrant to purchase Post-Consolidation RiseTech Shares from RiseTech (each a “**RiseTech Replacement Warrant**”), such that: (i) on exercise of each RiseTech Replacement Warrant, the holder will be entitled to acquire, and will accept in lieu of the number of Amalco Shares to which such holder was entitled immediately before the Effective Date, the number of Post-Consolidation RiseTech Shares equal to the number of Amalco Shares subject to the Amalco Replacement Warrant immediately before the Effective Date; (ii) each such RiseTech Replacement Warrant will have an exercise price per Post-Consolidation RiseTech Share equal to the exercise price per Amalco Share subject to such Amalco Replacement Warrant immediately before the Effective Date; and (iii) except as provided in this Section 3.4(i), all other terms and conditions of such Amalco Warrant in effect immediately prior to the Effective Date will govern the RiseTech Replacement Warrant for which such Amalco Replacement Warrant is so exchanged, and
  - (i) such holder of an Amalco Replacement Warrant will cease to be the holder of such Amalco Replacement Warrant and to have any rights as a holder of such Amalco Replacement Warrant other than the right to receive RiseTech Replacement Warrants in accordance with this Section 3.4(i);
  - (ii) the name of such holder of an Amalco Replacement Warrant will be removed from the securities register of Amalco with respect to such Amalco Replacement Warrant;
  - (iii) the Amalco Replacement Warrant will be deemed to have been terminated and cancelled and shall be of no further force and effect; and
  - (iv) such holder of an Amalco Replacement Warrant will be deemed to have executed and delivered all consents, assignments and waivers, statutory or otherwise, required to effect such assignment and transfer; and
  
- (j) provided that none of the foregoing will occur or be deemed to occur unless all of the foregoing occurs.

### **Transfers Free and Clear**

3.5 Any transfer of any securities pursuant to the Arrangement will be free and clear of any hypothecs, liens, claims, encumbrances, charges, adverse interests or security interests.

### **Registration Requirement Exemptions**

3.6 Notwithstanding any provision herein to the contrary, Tantalus and RiseTech each agree that this Plan of Arrangement will be carried out with the intention that all (i) Amalco Shares, Amalco Replacement Options and Amalco Replacement Warrants issued in exchange for Tantalus Shares and TSS Shares, Tantalus Options and Tantalus Warrants, respectively; and (ii) Post-Consolidation RiseTech Shares, RiseTech Replacement Options and RiseTech Replacement Warrants issued in exchange for Amalco Shares, Amalco Replacement Options and Amalco Replacement Warrants, respectively, will be issued in reliance on the exemption from registration requirements of the 1933 Act provided by Section 3(a)(10) thereof.

## ARTICLE 4 – RIGHTS OF TSS DISSENTING SHAREHOLDERS

### Rights of Dissent

- 4.1 (a) TSS Shareholders are entitled to exercise rights of dissent in connection with the Arrangement with respect to their TSS Shares under Section 190 of the CBCA as modified by the Interim Order, the Final Order and this Section 4.1 (the “**TSS Dissent Rights**”); provided, however, that the duly executed notice of dissent to the resolution approving the Arrangement contemplated by Section 190(5) of the CBCA must be received by TSS not later than 5:00 p.m. (Vancouver time) on the Business Day immediately preceding the date of the TSS Meeting or by 5:00 p.m. (Vancouver time) on the Business Day prior to the date on which on which any adjournment of the TSS Meeting is held;
- (b) TSS Shares held by TSS Dissenting Shareholders who are ultimately entitled to be paid fair value for their TSS Shares will be and will be deemed to have been cancelled and such TSS Dissenting Shareholders will cease to have any rights as former TSS Shareholders other than their right to be paid fair value for their TSS Shares by the Amalgamated Company; and
- (c) TSS Shareholders who exercise, or purport to exercise, TSS Dissent Rights, and who are ultimately determined not to be entitled, for any reason, to be paid fair value for their TSS Shares will be deemed to have participated in the Arrangement on the same basis as any non-TSS Dissenting Shareholders as at and from the Effective Date and will receive, and be entitled to receive, only the consideration for each TSS Share on the basis set forth in Section 3.4.

### Registered Holders

- 4.2 In no circumstances will TSS or any other Person be required to recognize a Person exercising TSS Dissent Rights unless such Person is a registered TSS Shareholder in respect of which such TSS Dissent Rights are sought to be exercised.

### Recognition of Dissenting Shareholders

- 4.3 Neither TSS, the Amalgamated Company nor any other Person will be required to recognize a TSS Dissenting Shareholder as a registered or beneficial owner of TSS Shares or Amalco Shares at or after the Effective Date, and on the Effective Date the names of such TSS Dissenting Shareholders will be removed from the securities register of TSS with respect to such TSS Shares.

### Dissent Right Availability

- 4.4 A registered TSS Shareholder is not entitled to exercise TSS Dissent Rights with respect to TSS Shares if such registered TSS Shareholder votes (or instructs, or is deemed, by submission of any incomplete proxy, to have instructed his, her or its proxyholder to vote) in favour of the resolution approving the Arrangement.

## ARTICLE 5 – RIGHTS OF TANTALUS DISSENTING SHAREHOLDERS

### Rights of Dissent

- 5.1 (a) Tantalus Shareholders are entitled to exercise rights of dissent in connection with the Arrangement with respect to their Tantalus Shares under Section 190 of the CBCA as modified by the Interim Order, the Final Order and this Section 5.1 (the “**Tantalus Dissent Rights**”); provided, however, that the duly executed notice of dissent to the resolution approving the Arrangement contemplated by Section 190(5) of the CBCA must be received by Tantalus not later than 5:00 p.m. (Vancouver time) on the Business Day immediately preceding the date of the Tantalus Meeting or by 5:00 p.m. (Vancouver time) on the Business Day prior to the date on which on which any adjournment of the Tantalus Meeting is held;

(b) Tantalus Shares held by Tantalus Dissenting Shareholders who are ultimately entitled to be paid fair value for their Tantalus Shares will be and will be deemed to have been cancelled and such Tantalus Dissenting Shareholders will cease to have any rights as former Tantalus Shareholders other than their right to be paid fair value for their Tantalus Shares by Tantalus; and

(c) Tantalus Shareholders who exercise, or purport to exercise, Tantalus Dissent Rights, and who are ultimately determined not to be entitled, for any reason, to be paid fair value for their Tantalus Shares will be deemed to have participated in the Arrangement on the same basis as any non-Tantalus Dissenting Shareholders as at and from the Effective Date and will receive, and be entitled to receive, only the consideration for each Tantalus Share on the basis set forth in Section 3.4.

### **Registered Holders**

5.2 In no circumstances will Tantalus or any other Person be required to recognize a Person exercising Tantalus Dissent Rights unless such Person is a registered Tantalus Shareholder in respect of which such Tantalus Dissent Rights are sought to be exercised.

### **Recognition of Dissenting Shareholders**

5.3 Neither Tantalus, the Amalgamated Company nor any other Person will be required to recognize a Tantalus Dissenting Shareholder as a registered or beneficial owner of Tantalus Shares or Amalco Shares at or after the Effective Date, and on the Effective Date the names of such Tantalus Dissenting Shareholders will be removed from the central securities register of Tantalus with respect to such Tantalus Shares.

### **Dissent Right Availability**

5.4 A registered Tantalus Shareholder is not entitled to exercise Tantalus Dissent Rights with respect to Tantalus Shares if such registered Tantalus Shareholder votes (or instructs, or is deemed, by submission of any incomplete proxy, to have instructed his, her or its proxyholder to vote) in favour of the resolution approving the Arrangement.

## **ARTICLE 6 – CERTIFICATES**

### **Share Certificates**

6.1 As soon as reasonably practicable after the Effective Date, RiseTech will deliver or cause to be delivered to each former Amalco Shareholder the certificate(s) or direct registration statement representing the number of Post-Consolidation RiseTech Shares to which such former Amalco Shareholder is entitled pursuant to the Arrangement.

### **Amalco Shareholders**

6.2 RiseTech will be entitled to rely on the books and records of the Amalgamated Company and, in particular, its securities register, in preparing and mailing the share certificate(s) or direct registration statement for the Post-Consolidation RiseTech Shares to which Amalco Shareholders are entitled pursuant to the Arrangement. For greater certainty, the certificate(s) or direct registration statement representing Post-Consolidation RiseTech Shares forwarded to former Amalco Shareholders will be registered in such name or names and delivered to such address or addresses as it appears on the securities register of the Amalgamated Company.

### **Fractional Shares**

6.3 No Amalco Shareholder will receive fractional shares of RiseTech and no cash will be paid in lieu thereof, and any fractions resulting will be rounded down to the nearest whole number.

## **Withholding Rights**

6.4 RiseTech, the Amalgamated Company and the depository will be entitled to deduct and withhold from all dividends or other distributions or any consideration or any other amount whatsoever otherwise payable, in cash or in kind, to any Amalco Shareholder such amounts as RiseTech, the Amalgamated Company or the depository is required, entitled 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, in each case, as amended. To the extent that amounts are so withheld, such withheld amounts will be treated for all purposes hereof as having been paid to the applicable shareholder in respect of which such deduction and withholding was made, provided that such withheld amount are actually remitted to the appropriate taxing authority.

## **ARTICLE 7 – AMENDMENTS**

### **Amendments to Plan of Arrangement**

7.1 Subject to Sections 7.2, 7.3 and 7.4, RiseTech and Tantalus reserve the right to amend, modify or supplement this Plan of Arrangement at any time and from time to time, provided that each such amendment, modification or supplement must be: (a) set out in writing; (b) agreed to in writing by RiseTech and Tantalus; (c) filed with the Court and, if made following the Tantalus Meeting or TSS Meeting, approved by the Court; and (d) communicated to the Tantalus Shareholders and TSS Shareholders if and as required by the Court.

7.2 Any amendment, modification or supplement to this Plan of Arrangement may be proposed by RiseTech or Tantalus at any time prior to the Tantalus Meeting and TSS Meeting, provided that Tantalus and RiseTech will have consented thereto in writing, with or without any other prior notice or communication, and, if so proposed and accepted by the Persons voting at the TSS Meeting and Tantalus Meeting (other than as may be required under the Interim Order), such proposed amendment, modification or supplement to this Plan of Arrangement will become part of this Plan of Arrangement for all purposes.

7.3 Any amendment, modification or supplement to this Plan of Arrangement that is approved by the Court following the Tantalus Meeting and TSS Meeting will be effective only if: (a) it is consented to in writing by each of RiseTech and Tantalus; (b) it is filed with the Court (other than amendments contemplated in Section 7.4 which will not require such filing); and (c) if required by the Court, approved or consented to by some or all Tantalus Shareholders and TSS Shareholders voting in the manner directed by the Court.

7.4 Any amendment, modification or supplement to this Plan of Arrangement may also be made following the Effective Time unilaterally by RiseTech, provided that it concerns a matter which, in the reasonable opinion of RiseTech, 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 interests of the Tantalus Shareholders, TSS Shareholders or Amalco Shareholders.

7.5 This Plan of Arrangement may be withdrawn prior to the Effective Time in accordance with the terms of the Arrangement Agreement.

## **ARTICLE 8 – GENERAL**

### **Further Assurances**

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

**Paramountcy**

8.2 From and after the Effective Time: (a) this Plan of Arrangement will take precedence and priority over any and all rights related to Tantalus Shares, TSS Shares, TSS Options, Tantalus Options and Tantalus Warrants issued prior to the Effective Time; (b) the rights and obligations of Tantalus Shareholders, TSS Shareholders, holders of TSS Options, holders of Tantalus Options, holders of Tantalus Warrants and any trustee and transfer agent therefore, will be solely as provided for in this Plan of Arrangement; and (c) all actions, causes of actions, claims or proceedings (actual or contingent, and whether or not previously asserted) based on or in any way relating to Tantalus Shares, TSS Shares, TSS Options, Tantalus Options or Tantalus Warrants will be deemed to have been settled, compromised, released and determined without liability except as set forth herein.