

PRIVILEGED AND CONFIDENTIAL

LETTER OF INTENT

Between

cannÖgen Biosciences Inc.

having an office at: 774 Mays Blvd., No. 10219, Incline Village / Reno, NV, USA 89451

And

RMR Science Technologies Inc.

having its registered office at: 200 Burrard Street, 1200 Waterfront Centre
Vancouver, BC, Canada V6C 3L6

April 14th, 2018

cannÖgen Biosciences Inc.
774 Mays Blvd., No. 10219
Incline Village / Reno, NV 89451

Attn: Don Hagans, Chief Executive & Authorized Representative

Dear Mr. Hagans:

When countersigned by each of the parties, the following will constitute a non-binding letter of intent (“**LOI**”), outlining the general terms with respect to the proposed business combination between RMR Science Technologies Inc. (“**RMRSTI**”) and cannÖgen Biosciences Inc. (“**cannÖgen**”) by way of an amalgamation, arrangement, share purchase or other similar form of transaction which will result in cannÖgen becoming a wholly-owned subsidiary of RMRSTI or otherwise combining its corporate existence with that of RMRSTI.

The purpose of this LOI is to describe the basis upon which RMRSTI and cannÖgen are prepared to complete the Proposed Transactions (as hereinafter defined). The ultimate structure and form of the Qualifying Transaction (as hereinafter defined) will be as agreed to by the parties in the Definitive Agreement (as hereinafter defined) and based upon such legal, financial and tax advice as the parties may receive from their respective advisors.

Under the rules of the TSX Venture Exchange Inc. (“**TSXV**”), this transaction, together with the other transactions referred to herein (collectively, the “**Proposed Transactions**”), are proposed to constitute the “**Qualifying Transaction**” of RMRSTI pursuant to Policy 2.4 of the TSXV. The business combination will result in a reverse takeover of RMRSTI by cannÖgen and RMRSTI will carry on the business of cannÖgen (the “**Resulting Issuer**”). cannÖgen acknowledges that: (i) it has reviewed the policies of the TSXV, including the bulletin issued by the TSXV dated October 16, 2017 relating to business activities related to marijuana in the United States; (ii) the Resulting Issuer shall, upon completion of the Proposed Transactions, meet initial listing requirements of the TSXV; and (iii) that the Resulting Issuer will qualify as a Tier 1 or 2 Industrial or Technology or Life Sciences Issuer.

cannÖgen further acknowledges that the securities issued pursuant to the Private Placement (as hereinafter defined) and the Proposed Transactions may be subject to restricted resale periods pursuant to applicable securities law and escrow policies of the TSXV.

1. **Acquisition and Private Placement**

It is intended that RMRSTI shall, subject to the terms and conditions set forth herein and in the Definitive Agreement (as hereinafter defined), complete a business combination wherein cannÖgen shall become a wholly-owned subsidiary of RMRSTI, and as consideration therefore shall issue and deliver up to 7,500,000 class "A" common shares of RMRSTI (the "**Common Shares**") at a deemed price of \$0.27, or such other price as may be agreed to by the parties, subject to TSXV approval, trade restrictions and escrow provisions under the policies of the TSXV and securities legislation.

The parties acknowledge that RMRSTI will complete a brokered private placement of subscription receipts of RMRSTI ("**Subscription Receipts**") at a price of \$0.50 per Subscription Receipt to raise gross proceeds of \$5,000,000 (the "**Private Placement**"). Upon completion of the Qualifying Transaction, each Subscription Receipt will automatically convert without any further action on the part of the holder into one Common Share of RMRSTI and one half of one Common Share purchase warrant of RMRSTI.

Each whole Common Share warrant ("**Warrant**") shall entitle the holder to acquire one Common Share at an exercise price of \$0.75 per Common Share for a period of 2 years from the date of issuance. The Warrants shall also contain an accelerated expiry provision wherein if the Common Shares of RMRSTI trade over \$1.00 on the TSXV, or on another recognized exchange, for a period of 10 consecutive trading days, RMRSTI may provide written notice to the holder that the Warrant shall expire 30 days from the date of that notice.

The gross proceeds from the Private Placement shall be placed with a subscription receipt agent and held until the completion of the Qualifying Transaction, at which time the Subscription Receipts will be automatically converted into Common Shares and Warrants and the gross proceeds shall be released to RMRSTI. In the event that the Qualifying Transaction is not completed by July 31, 2018, the subscription receipt agent shall return the gross proceeds of the Private Placement to the holders of the Subscription Receipts and the Subscription Receipts shall be cancelled and rendered null and void.

2. **Definitive Agreement**

The parties will diligently and in good faith negotiate a definitive agreement (the "**Definitive Agreement**") to be drafted by the counsel for RMRSTI, incorporating the principal terms of the Qualifying Transaction as set forth herein and, in addition, such other terms and provisions of a more detailed nature as the parties may agree upon.

The Definitive Agreement shall be in form and substance satisfactory to each of RMRSTI and cannÖgen. In the Definitive Agreement, each of RMRSTI, cannÖgen and the cannÖgen shareholders will make such representations and warranties are customary in transactions of this nature, including, without limitation, representations as to such parties power, authority and standing to engage in the contemplated transaction; the absence of material pending or threatened litigation and liabilities (contingent or otherwise) affecting the business of any party; the accuracy of the financial statements of cannÖgen and RMRSTI, the absence of any material adverse changes in the business or the financial condition of cannÖgen or RMRSTI, respectively, the absence of any material default by cannÖgen or RMRSTI, respectively, under the material contracts included in the business of cannÖgen and RMRSTI; and the accuracy, in all material respects, of the information, contracts and other materials furnished by any of the parties hereto. All representations and warranties will survive the closing of the Proposed Transactions contemplated herein and any and all

investigations at any time made by or on behalf of the parties. Specific reference herein to the foregoing representations will not preclude cannÖgen or RMRSTI, respectively, from requiring such additional representations from the other parties hereto as such party may deem advisable in the Definitive Agreement.

cannÖgen acknowledges that it and two of its principal shareholders as nominated by cannÖgen and reasonably agreed to by RMRSTI will be required to make certain additional representations and warranties in respect of cannÖgen under the Definitive Agreement, and in an officer's certificate from cannÖgen with respect to such representations and warranties prior to the execution of the Definitive Agreement, as are customary in transactions of this sort, and that these representations and warranties, along with certain covenants, agreements and conditions precedent, will be for the benefit of RMRSTI.

The Definitive Agreement will provide that immediately following the Closing (as hereinafter defined), the name of RMRSTI will be changed to reflect the nature and character of the business of cannÖgen and therefore will take on the name of cannÖgen Biosciences Inc.

3. **Due Diligence Period**

The parties shall have a due diligence period ending on June 15, 2018, unless such date and time is mutually changed by cannÖgen and RMRSTI in writing (the "**Due Diligence Period**"). During the Due Diligence Period, each of cannÖgen and RMRSTI will have the right to conduct a full due diligence investigation of the other corporation as more particularly set forth in section 7. If the results of this due diligence investigation are not satisfactory to either party, in its sole determination, then such party will have the option until the last day of the Due Diligence Period to terminate this LOI, without liability.

4. **Covenants of RMRSTI**

RMRSTI hereby covenants and agrees with cannÖgen as follows:

- a. subject to obtaining any required consents, RMRSTI will promptly provide cannÖgen with any information in the possession or control of RMRSTI relating to RMRSTI that is reasonably required by cannÖgen or its counsel so that cannÖgen may complete its due diligence investigations of RMRSTI and to prepare any disclosure document required under applicable securities law or the policies of the TSXV;
- b. RMRSTI will cooperate with cannÖgen in applying for and obtaining, such covenants, orders and approvals necessary for RMRSTI and cannÖgen, respectively, to complete the Proposed Transactions; and
- c. RMRSTI shall not carry on any business or take any action except as contemplated in this LOI.

5. **Covenants of cannÖgen**

cannÖgen hereby covenants and agrees with RMRSTI as follows:

- a. cannÖgen will have financial statements prepared in accordance with International Financial Reporting Standards ("**IFRS**"), both audited and unaudited, as may be requested, and shall prepare draft reviewed pro-forma financial statements in accordance with TSXV requirements (collectively, "**Financial Statements**") and will use commercially reasonable efforts to promptly address any comments the TSXV may have regarding the Financial Statements;

- b. cannÖgen will assist in preparing any disclosure document to be filed with the TSXV and will assist in the communication with the TSXV as it relates to cannÖgen, as such preparation and communication is necessary to complete the Proposed Transactions;
- c. cannÖgen shall prepare its business plan (or other similar document acceptable to the TSXV) in accordance with TSXV listing requirements to the extent required by the TSXV as soon as possible;
- d. cannÖgen will provide TSXV Personal Information Forms (or TSXV Declarations, as applicable) for each of the proposed Resulting Issuer directors and officers and other insiders to the TSXV for approval sufficiently in advance of the Definitive Agreement being finalized;
- e. subject to obtaining any required consents, cannÖgen will promptly provide RMRSTI with any information in the possession or control of cannÖgen and relating to cannÖgen (including any material contracts) that is reasonably requested by RMRSTI or its counsel so that RMRSTI may complete its due diligence investigations of cannÖgen and to prepare any disclosure document or Qualifying Transaction submission materials required under applicable securities law or the policies of the TSXV; and
- f. from the date of acceptance of this LOI until the earlier of the Closing of the Proposed Transactions or termination of this LOI, cannÖgen shall operate and conduct its business only in a prudent and business-like manner in the ordinary course and in a manner consistent with past practice.

6. **Conditions to Closing**

The parties' obligation to close the Proposed Transactions will be subject to specified conditions precedent, which will be contained in the Definitive Agreement, including, but not limited to, the following:

- a. RMRSTI shall have no material assets or debts at the time of closing other than those incurred in the completion of the Proposed Transactions;
- b. RMRSTI will have maintained its listing status on the TSXV under the stock symbol "RMS.P";
- c. the total shares outstanding of RMRSTI will be no more than 8,860,000 Common Shares;
- d. each of cannÖgen and RMRSTI shall have received all necessary consents, approvals, waivers, orders, exemptions, agreements and other authorizations of any regulatory authorities, including the TSXV, court, shareholders, third parties or the government;
- e. the representations and warranties of cannÖgen, the cannÖgen shareholders and RMRSTI in the Definitive Agreement shall remain accurate as of the Closing, and no material adverse changes in the business of cannÖgen or RMRSTI shall have occurred;
- f. RMRSTI may require a third-party report to its satisfaction of the cannÖgen technology;
- g. the resignation of 1 current director of RMRSTI, effective as of the closing date, and in connection therewith, the appointment by cannÖgen of up to 2 members to the board of

directors of RMRSTI so that the board of directors of the Resulting Issuer shall consist of a up to 4 members, who shall serve as directors of the Resulting Issuer and shall themselves appoint officers of the Resulting Issuer;

- h. Robin B. Hutchison, President, Chief Executive Officer and director of RMRSTI shall be named an Executive Officer of the Resulting Issuer;
- i. cannÖgen shall have not entered into any material transactions, and there have been no changes in the affairs, business, operations or condition of the assets of the business of cannÖgen, financial or otherwise, except those occurring in the ordinary course of business and which have not materially or adversely affected the assets or business of cannÖgen; and
- j. RMRSTI will close the Private Placement or public financing sufficient to fund the business plan of RMRSTI upon completion of the Proposed Transactions, as required under the policies of the TSXV or such greater amount as cannÖgen may determine.

7. **Access to Information**

Immediately upon the parties' execution of this LOI, each of RMRSTI and cannÖgen and their respective legal, accountants and financial advisors will have full access during normal business hours to all employees, consultants, assets, properties, books, accounts, records, tax returns, contracts and other documents of RMRSTI and cannÖgen, provided, however that such access will not materially interfere with the normal business operations of such corporation. cannÖgen and RMRSTI shall cause management of cannÖgen and RMRSTI respectively, upon reasonable request, to meet with representatives of another party and its professional advisors during normal business hours to discuss the status of their ongoing operations.

8. **Use and Confidentiality**

The parties acknowledge that each will be providing to the other information that is non-public, confidential and proprietary in nature. Each of the parties (and their 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 Proposed Transactions.

RMRSTI acknowledges that cannÖgen possesses valuable proprietary information, including but not limited to, all written or computer-generated processes, trade secrets, know-how, ideas, concepts, technical experience and data, marketing methods and plans, operating, performance and cost reformation and data, computer programming techniques, software, software applications, drawings, designs, processes, schedules, documentation, specifications, construction plans, supplier lists, customer lists, contact lists, business plans, potential products and applications, working models, prototype, and other general information relating to cannÖgen, its subsidiaries, affiliates, related parties and the business, finances, products, technology, services (including, without limitation, any other written reports, computer diskettes and other software) related to cannÖgen, its subsidiaries, affiliates and related parties.

All of the information, records, books and data to which each party and/or their respective representatives are given access as set out in this LOI will be used by such party solely for the purpose of analyzing the other party hereto and will be treated on a confidential basis. The terms, conditions and existence of this LOI and all further discussions between the parties will also be treated on a confidential

basis, subject to appropriate disclosure to regulatory authorities and as otherwise required by the rules of any regulatory authorities.

All such confidential or proprietary information and all other record bearing media containing or disclosing such information and techniques and any documents, analyses, compilations, forecasts or studies prepared on the basis of such confidential information, including notes taken from verbal information exchanges, which are directly or indirectly disclosed by one party to the other party are hereinafter referred to as the “**Confidential Information**”. It is acknowledged and agreed by the parties that such Confidential Information excludes the information and documents which: (i) are or subsequently may become generally available to the public through no breach of this LOI; (ii) are required to be disclosed by applicable law or regulatory body; (iii) are available on a non-confidential basis prior to their disclosure to the other parties; (iv) become available to one party on a non-confidential basis from a source other than the other parties provided that such other source is not bound by a confidentiality agreement with the other parties; or (v) are independently developed.

RMRSTI and cannÖgen each shall keep confidential and not publish, disseminate, distribute, disclose, sell, assign, copy, commercially exploit, or otherwise make use of any Confidential Information (whether obtained through meetings, discussions or any other exchange of information between the parties) to or for the use or benefit of the other party or any other person, firm, corporation or entity, except as specifically approved in writing by the disclosing party.

Subject to section 11 of this LOI and except for actions required by RMRSTI, each of the parties agrees that it will not make any public disclosure of the existence of this LOI or of any of its terms without first advising the other party and obtaining the written consent of such other party to the proposed disclosure, unless such disclosure is required by applicable law or regulation, in which event the party contemplating disclosure will inform the other party of and obtain its consent to the form and content of such disclosure, which consent will not be unreasonably withheld or delayed.

9. **Closing**

The closing of the contemplated transaction (the “**Closing**”) will occur as soon as reasonable possible after the satisfaction of all conditions precedent specified in the Definitive Agreement, but in any event on or before July 31, 2018, unless otherwise agreed to by the parties.

10. **Agreement Not to Sell; Operation of Business**

The parties hereto and their respective agents will not, nor will they permit any of their respective officers, employees or agents (including and without limitation, investment bankers, attorneys and accountants) directly or indirectly to, solicit, discuss, encourage or accept any offer for the purchase of such party or the business and/or the assets of such party, whether as a primary or backup offer, or take any other action with intention or reasonable foreseeable effect of leading to any commitment or agreement to sell such party or business and/or the assets of such party. In addition, the parties will conduct their respective operations according to its ordinary and usual course of business consistent with past practices and will not enter into any material transactions or incur any material liabilities without obtaining the consent of the other party hereto, which consent will not be unreasonably held or delayed. The obligations set forth in this section 10 will terminate on June 30, 2018 (the “**No-Shop Deadline**”) if by such date a closing has not occurred, unless further extended by RMRSTI and cannÖgen. Notwithstanding the foregoing nothing herein shall restrict the parties hereto from taking such actions as may be required in order to discharge their obligations pursuant to applicable corporate laws.

11. **Publicity**

RMRSTI shall issue a press release regarding this LOI immediately upon its execution by cannÖgen in the form agreed to by both parties, which form is subject to the approval of the TSXV. Thereafter, RMRSTI shall not make announcements regarding the Proposed Transactions or any other transactions contemplated herein that has not been previously reviewed and commented on by the other, except that each party 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 effort to obtain the approval of the other, acting reasonably.

12. **Cost and Expenses**

Except as otherwise specifically set forth herein, each party shall bear its own costs including attorneys, brokers, investment bankers, agents, and finders employed by both parties.

13. **Choice of Law**

This LOI shall be construed in accordance with laws of the Province of British Columbia and the parties attorn to the exclusive jurisdiction of the courts of the Province of British Columbia in respect of all disputes arising hereunder.

14. **Termination**

This LOI shall terminate with the parties having no obligations to each other, other than in respect of sections 3, 7, 8, 10, 11, 13, 14 and 16-20, on the day on which the earliest of the following events occur:

- (a) by mutual written consent of the parties;
- (b) upon execution by the parties of the Definitive Agreement;
- (c) upon written notice by either party that the due diligence is not satisfactory;
- (d) upon written notice by any party to the other party if the Definitive Agreement has not been executed prior to the expiration of the No-Shop Deadline; and
- (e) on July 31, 2018.

Upon termination, the parties shall have no further obligations hereunder.

15. **Notices**

Any notice required or permitted to be given hereunder shall be in writing and shall be effectively given if (i) delivered personally, (ii) sent prepaid courier service or mail, or (iii) sent by facsimile or other similar means of electronic communication addressed as follows:

in the case of notice to cannÖgen:

cannÖgen Biosciences, Inc.
774 Mays Blvd., No. 10219
Incline Village / Reno, NV, USA 89451
Attn: Don Hagans

Email: don.hagans@cannogen.com

in the case of notice to RMRSTI:

RMR Science Technologies Inc.
4-3300 157A St
Surrey, British Columbia V3Z 2P2
Attn: Robin Hutchison
Email: rbhutch@me.com

16. **Mutual Intention of the Parties**

The LOI shall become effective as of the date of execution by both parties as set forth on the signature page. This LOI is intended as an expression of the mutual intention of the parties to proceed towards settling the Definitive Agreement and is not an offer or a contract or commitment having legal effect except with respect to sections 3, 7, 8, 10, 11, 13, 14 and 16-20 which are intended to be binding and have legal effect and, in respect of which covenants, the parties acknowledge having received valuable consideration. The Definitive Agreement, once executed, will supersede and replace the LOI in its entirety. The binding obligations of this LOI will be binding upon, and will enure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns. No assignment of this LOI will be permitted without the consent of the other party.

17. **Execution in Counterpart**

The parties may execute this LOI in two or more counterparts, each of which is deemed to be an original and all of which will constitute one agreement, effective as of the date given above.

18. **Severability**

If any particular provision of this LOI shall be adjudicated by a court of competent jurisdiction to be invalid, prohibited or unenforceable for any reason, such provision, as to such jurisdiction, shall be ineffective, without invalidating the remaining provisions of this LOI or affecting the validity or enforceability of such provision in any other jurisdiction.

19. **Entire Agreement**

This LOI constitutes the entire agreement between the parties with respect to the subject matter herein and supersedes all previous communications, representations, understandings and agreements, either oral or written, with respect to such subject matter.

20. **Amendment and Waiver**

This LOI may be amended or modified only by a separate agreement in writing signed by each party. No act or failure to act or delay in the enforcement of any right by either party hereunder constitutes a waiver of any right by such party under this LOI, and any such act, failure to act or delay does not constitute an approval of or acquiescence in any breach or continuing breach by the other party under this LOI except as expressly agreed to in writing; and no waiver of any breach of any provision of this LOI constitutes a waiver of any proceeding, continuing or succeeding breach of such provisions or of other provisions of this LOI.

[Remainder of page intentionally left blank – signature page follows]

If the foregoing accurately sets forth your understanding in this regard, please date, sign and return the enclosed copy of the LOI to RMRSTI prior to April 15th, 2018.

Acknowledged and Accepted this

Saturday, April 14, 2018 5PM Pacific Time

cannÖgen Biosciences Inc.

By: signed "*Don Hagans*"

Don Hagans, Chief Executive (and Authorized Representative for Signature)

RMR Science Technologies Inc.

By: signed "*R.B. (Rob) Hutchison*"

R.B. (Rob) Hutchison, President, Chief Executive Officer and Director