SHARE EXCHANGE AGREEMENT

Effective as of May 30, 2019

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SHARE EXCHANGE AGREEMENT

THIS AGREEMENT made effective as of the 30th day of May, 2019

AMONG:

RMR SCIENCE TECHNOLOGIES INC., a company incorporated under the laws of the Province of British Columbia (the "**Purchaser**")

OF THE FIRST PART

- and -

cannÖgen BIOSCIENCES, INC., a company existing under the laws of the State of Nevada ("**cannÖgen**")

OF THE SECOND PART

- and -

DONALD F. HAGANS, an individual resident in the State of Nevada (the "**Individual Vendor**")

OF THE THIRD PART

- and -

VITEXXA LLC, a company existing under the laws of the State of Nevada (the "**Corporate Vendor**" and together with the Individual Vendor, the "**Vendors**", each a "**Vendor**")

OF THE FOURTH PART

RECITALS:

A. the Vendors are the registered owners of all of the issued and outstanding Subject Shares;

B. the Subject Shares, together with the Promissory Notes, represent all of the issued and outstanding securities of cannÖgen;

B. the Vendors have agreed to sell and assign to the Purchaser, and the Purchaser has agreed to purchase and acquire from the Vendors, the Subject Shares, in exchange for RMR Shares on the terms set forth in this Agreement (the "**Share Exchang**e");

C. the Purchaser is a capital pool company defined in Policy 2.4—*Capital Pool Companies* of the TSXV and is required to complete a Qualifying Transaction (as such term is defined in the policies of the TSXV) pursuant to such policy; and

D. it is anticipated that the Share Exchange will constitute the Purchaser's Qualifying Transaction.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the premises hereto and of the covenants, warranties, representations, agreements and payments herein set forth and provided for, the parties hereto covenant and agree as follows:

ARTICLE 1
INTERPRETATION

Section 1.1 Definitions

In this Agreement, including the recitals and any schedules hereto, unless otherwise stated or inconsistent therewith, the following words and expressions shall have the following meanings:

"**Affiliate**" shall have the meaning ascribed thereto in the *Securities Act* (British Columbia);

"**Agency Agreement**" means the Agency Agreement to be entered into between RMR, cannÖgen and Canaccord relating to the Private Placement;

"**Agents' Warrants**" means the common purchase warrants payable to the agents being equal up to 7.0% of the RMR Units sold under the Private Placement;

"**Agreement**" means this share exchange agreement and the expressions "above", "below", "herein", "hereto", "hereof" and similar expressions refer to this Agreement;

"Bank Account Information" means, collectively, (i) the names and locations of all banks and other financial institutions at which the Purchaser maintains accounts of any nature, the type and number of all such accounts and the names of all Persons authorized to make withdrawals therefrom; (ii) all credit cards and revolving credit accounts in the name of the Purchaser or used in the Purchaser's business; (iii) the location of all lock boxes, P.O. boxes and safe deposit boxes maintained by the Purchaser, together with the names of the Persons authorized to have access thereto; and (iv) the list of any powers of attorney granted by the Purchaser;

"**Books and Records**" means:

(a) all written, machine readable or electronically stored information and data including, without limiting the generality of the foregoing, all books, records, agreements, reports, plans, drawings, papers, accounting and other documents which relate to the relevant Party and its business; and

(b) all organizational documents, minute books, resolutions accounting books and records, tax returns and records and other books, records, agreements, papers, returns, assessments, reassessments and documents, whether written, machine readable or electronically stored, which relate to any or all of the incorporation, existence or the business or activities of the relevant Party;

"**Business**" means the business currently and hereto carried on by cannÖgen;

"**Business Day**" means any day other than a day which is a Saturday, a Sunday or a statutory holiday in the Province of British Columbia;

"Canaccord" means Canaccord Genuity Corp., lead agent under the Agency Agreement;

"**cannÖgen**" means cannÖgen Biosciences, Inc., a corporation incorporated pursuant to the laws of the State of Nevada;

"**cannÖgen Financial Statements**" means, collectively, the audited financial statements of cannÖgen for the years ended December 31, 2017 and December 31, 2018;

"**cannÖgen Information**" means all information to be included in the Filing Statement (including in documents incorporated by reference) describing cannÖgen and the business, operations and affairs of cannÖgen , in each case as required by the TSXV;

"**cannÖgen Material Contracts**" means all of the material agreements outside the ordinary course of business, to which cannÖgen is a party, as set forth in Schedule "B";

"**cannÖgen Shares**" means common stock in the capital of cannÖgen;

"**cannÖgen Units**" means one cannÖgen Share and one half of one cannÖgen Warrant**;**

"**cannÖgen Warrant**" means one warrant of cannÖgen, each whole warrant convertible into one Common Share;

"**Closing**" means the completion of the Transaction on the Closing Date in accordance with this Agreement;

"**Closing Date**" means such date as is agreed to between the Parties;

"**Corporate Finance Shares**" means the 187,500 RMR Shares issuable to the agents pursuant to the Agency Agreement;

"**Corporate Vendor**" means Vitexxa LLC;

"**Encumbrance**" means any encumbrance, lien, charge, hypothec, pledge, mortgage, title retention agreement, security interest of any nature, adverse claim, exception, reservation, easement, right of occupation, any matter capable of registration against title, option, right of pre-emption, privilege or any agreement, indenture, contract, lease, deed of trust, licence, option, instrument or other commitment, whether written or oral, to create any of the foregoing;

"**Escrow Agreement**" means the escrow agreement to be entered into among Computershare Trust Company of Canada, RMR and cannÖgen security holders in compliance with the requirements of the TSXV, with the securities subject to such agreement to be released in accordance with the prescribed policies of the TSXV.

"**Filing Statement**" means the filing statement of the Purchaser prepared in accordance with the policies of the TSXV;

"**Governmental Body**" means any government, parliament, legislature, regulatory authority, agency, commission, board or court or other law, rule, or regulation making entity having or purporting to have jurisdiction on behalf of any nation, state, province or subdivision thereof including any municipality or district;

"**IFRS**" means International Financial Reporting Standards;

"**Individual Vendor**" means Don Hagans;

"**Intellectual Property**" means all right, title and interest and benefit of the Corporation in and to intellectual property of every nature, whether registered or unregistered, including, without limitation, all worldwide copyrights, patents, patent rights, trade marks, applications for any of the foregoing, trade names, service marks, and other trade rights, license agreements, marketing rights, trade secrets, and know-how, formulae, processes, technology, inventions, engineering and other proprietary processes, source code, object code, computer programs and other computer software, in whatever media, and data, specifications, prototypes, designs, records, drawings, and calculations, domain names, web addresses, web sites, licenses, sub-licenses, computer rights, other intellectual or industrial property and all other proprietary rights or interests, together with all antecedent

derivative works, of or pertaining to the Business, but excluding off-the-shelf software licensed from third parties for use in the day-to-day operation of the Business and as set out in Schedule "D" attached hereto;

"**Knowledge**" means the actual knowledge or awareness, as the case may be, of a Party, or the current officers of such Party, whose normal responsibilities relate to the matter in question in the course of their normal duties without inquiry and does not include knowledge, information or belief and awareness of any other Person or any constructive or imputed knowledge. A Party is required to make inquiry of third parties or the files and records of any third party or Governmental authority in connection with representations and warranties that are made to its knowledge.

"**Lock-up Purchase Agreement**" means the purchase agreements to be entered into by the Convertible Promissory Note Holders and the Purchaser, pursuant to which the Convertible Promissory Note Holders will agree to sell and transfer the Promissory Notes to RMR in exchange for RMR Units on the same terms and conditions as set forth in this Agreement;

"**Management Options**" means the options to purchase RMR Common Shares pursuant to the incentive stock option plan of RMR;

"**Parties**" means the Vendors, the Purchaser and cannÖgen and "**Party**" means one of them;

"**Person**" includes any individual, corporation, body corporate, sole proprietorship, partnership, limited partnership, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate or Governmental Body, and a natural person in his capacity as trustee, executor, administrator or other legal representative;

"**Pre-Closing Tax Period**" means (i) any whole Tax period ending on or before the Closing Date and (ii) any portion of a Tax period ending on the Closing Date;

"**Promissory Notes**" means the unsecured convertible promissory notes of cannÖgen in the aggregate principal amount of $275,000, issued pursuant to a convertible promissory note purchase agreement, as amended by an amending agreement, all dated effective August 30, 2018;

"**Promissory Note Holders**" means holders of the Promissory Notes;

"**Private Placement**" means the brokered private placement of a minimum of 7,500,000 RMR Units up to a maximum of 12,500,000 RMR Units at a price of CAD$0.40 per RMR Unit for aggregate gross proceeds of up to CAD$5,000,000;

"**Purchase Price**" has the meaning ascribed thereto in Section 2.2;

"**Purchaser**" or "**RMR**" means RMR Science Technologies Inc., a corporation incorporated pursuant to the laws of the Province of British Columbia;

"**Purchaser Bank Statements**" means the bank statements for the Purchaser for the period beginning April 1, 2018 to the date that is not more than five (5) Business Days prior to the Closing Date;

"**Purchaser Financial Statements**" means, collectively, the audited consolidated financial statements of the Purchaser as at and for the year ended September 30, 2018 together with the notes thereto and the report of the auditors thereon, and the unaudited condensed interim consolidated financial statements of the Purchaser for the three months ended December 31, 2018;

"**Purchaser Material Contracts**" means all of the material agreements of the Purchaser as filed on SEDAR;

"**Regulatory Approvals**" means the approvals for the transactions contemplated herein required from all Canadian regulatory bodies, including the TSXV;

"**RMR Shares**" means the Class "A" common shares of the Purchaser;

"**RMR Units**" means units of RMR, each unit consisting of one RMR Share and one half of one RMR Warrant;

"**RMR Warrants**" RMR Share purchase warrants, each RMR Warrant entitling the holder thereof to acquire one RMR Share at a price of $0.60 per RMR Share for a period of 24 months form date such warrant was issued;

"**Securities Laws**" means all applicable securities laws, regulations, rules, rulings, policies, notices, procedures, other instruments, proposed notices and proposed policies and any of the foregoing of any applicable exchange;

"**Share Exchange**" has the meaning ascribed thereto in the recitals;

"**Subject Shares**" means the cannÖgen Shares being sold pursuant to this Agreement as outlined in Schedule "A";

"**Tax**" or "**Taxes**" means all taxes, fees, stamp taxes, duties, levies and other charges and assessments, together with any interest, fines, or penalties, with respect thereto charged or imposed by any Governmental Body, including all federal, local, provincial, territorial, and other income, franchise, profits, capital gains, capital stock, transfer, sales, use, occupation, property, excise, severance, windfall, profits, stamp, license, payroll, withholding, production, value-added, goods and services tax and other taxes, assessments, charges, duties, royalties, fees, levies or other similar governmental charges;

"**Transaction**" means the acquisition by the Purchaser of all of the issued and outstanding cannÖgen Securities pursuant to the terms and conditions of this Agreement and the Lock-up Purchase Agreement, which shall result in cannÖgen becoming the wholly-owned subsidiary of the Purchaser;

"**TSXV**" means the TSX Venture Exchange;

"**Transfer Agent**" means Computershare Trust Company of Canada, the Transfer Agent and registrar of the Purchaser;

"**United States**" means the United States of America, its territories or possessions, any state of the United States and the District of Columbia;

"**U.S. Exchange Act**" means the United States Securities Exchange Act of 1934, as amended;

"**U.S. Securities Act**" means the United States Securities Act of 1933, as amended; and

"**Vendor Indemnified Party**" has the meaning set out in Section 8.2(a).

Section 1.2 Schedules

The following are the Schedules referred to and incorporated in this Agreement by reference and deemed to be a part hereof:

Schedule "A"	-	Vendor Share Register
Schedule "B"	-	cannÖgen Material Contracts
Schedule "C"	-	US Investor Questionnaire
Schedule "D"	-	cannÖgen Intellectual Property

Schedule "E" - RMR Shares to be Issued

Section 1.3 Schedule References

Wherever any provision of any Schedule to this Agreement conflicts with any provision in the body of this Agreement, the provisions of the body of this Agreement shall prevail. References herein to a Schedule shall mean a reference to a Schedule to this Agreement. References in any Schedule to this Agreement shall mean a reference to this Agreement. References in any Schedule to another Schedule shall mean a reference to a Schedule to this Agreement.

Section 1.4 Currency

All dollar amounts referred to in this Agreement are in Canadian funds, unless otherwise indicated herein.

Section 1.5 Extended Meanings

In this Agreement, words importing the singular number include the plural and vice versa; words importing the masculine gender include the feminine and neutral genders; and references to any statute shall extend to and include orders-in-council or regulations passed under and pursuant thereto, of any amendment or re-enactment of such statute, orders-in-council or regulations, or any statute, order-in-council or regulations substantially in replacement thereof.

Section 1.6 Entire Agreement

This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties, including the letter of intent dated April 2, 2018, between the Purchaser and cannÖgen and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof, except as specifically set forth herein. No amendment, supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the parties.

Section 1.7 Headings

Section headings are not to be considered part of this Agreement and are included solely for convenience of reference and are not intended to be full or accurate descriptions of the contents thereof.

Section 1.8 Successors and Assigns

All of the terms and provisions in this Agreement shall be binding upon and shall enure to the benefit of the parties hereto and their respective successors and assigns.

ARTICLE 2
PURCHASE OF CANNÖGEN SHARES AND COROLLARY MATTERS

Section 2.1 Purchase of the Subject Shares

On the terms and subject to the conditions of this Agreement, the Vendors hereby covenant and agree to sell, assign and transfer to the Purchaser on the Closing Date, and the Purchaser hereby covenants and agrees to purchase from the Vendors on the Closing Date, the Subject Shares, which shall be free and clear of all Encumbrances of any kind whatsoever, and in full consideration and payment therefor the Purchaser will pay to the Vendors the Purchase Price in accordance with 2.2 of this Agreement.

Section 2.2 Purchase of Subject Shares

The aggregate purchase price (the "**Purchase Price**") to be paid by the Purchaser to the Vendors for the Subject Shares is CDN$2,025,000 which shall be satisfied by the issuance of:

(a) 7,500,000 RMR Shares at a deemed price of CDN$0.27 per RMR Share, on the basis of one (1) RMR Share or for each cannÖgen Share.

(b) the RMR Shares issued at Closing to the Vendors shall be free and clear of all Encumbrances of any kind whatsoever, except as may arise by or through the Vendors.

Section 2.3 Limited Liability

The Purchaser does not agree to accept or assume, and shall not by this Agreement be deemed to have accepted or assumed, any obligation or responsibility for the payment of any debt, obligation, liability, claim or demand absolute or contingent, of whatsoever nature of or against the Vendors, except for payment of the Purchase Price and except as otherwise specifically set forth above and herein.

Section 2.4 Purchase of Entire Interest

This Agreement, together with the Lock-Up Purchase Agreements, is intended to provide for the purchase of all of the issued and outstanding securities of cannÖgen as at Closing, whether same are issued and outstanding as at the date of this Agreement or are issued subsequently, and the Vendors agree that, if prior to the Closing Date any additional securities of cannÖgen are allotted and/or issued (or rights to acquire securities of cannÖgen are issued), in addition to the Subject Shares issued and outstanding at the date of this Agreement and the Promissory Notes, then such additional securities or rights to acquire additional securities shall be transferred and delivered to the Purchaser at Closing, without payment or any additional or further consideration other than as set forth herein.

Section 2.5 Closing

(a) The Closing shall take place at the Calgary office of Borden Ladner Gervais LLP on the Closing Date.

(b) Subject to the terms and conditions hereof, at Closing, the Vendors shall deliver to the Purchaser certificates representing the Subject Shares set out opposite their name in the attached Schedule "A", duly endorsed for transfer to the Purchaser, or other evidence of transfer of the Subject Shares on the books of cannÖgen satisfactory to the Purchaser or its legal counsel, executed copies of the Lock-up Purchase Agreements, original copies of the Promissory Notes and such other documentation as the Purchaser or its legal counsel may reasonably request for the purpose of effecting the transfer and delivery of the CannÖgen Securities.

(c) Subject to the terms and conditions hereof, at Closing, the Purchaser shall deliver to the Vendors, or to the escrow agent as may be required pursuant to Section 6.2(f), certificates or written evidence representing the number of RMR Shares set out opposite their name in the attached Schedule "E" and shall enter or cause to be entered the Vendors on the books of the Purchaser as the holders of RMR Shares, as applicable. Each Vendor acknowledges and agrees that payment and delivery of the Purchase Price in accordance with this Section 2.5 shall constitute full payment and delivery by the Purchaser to the Vendors hereunder.

ARTICLE 3
RELEASES, REPRESENTATIONS AND WARRANTIES OF THE VENDORS AND CANNÖGEN

Section 3.1 Vendors' Release

(a) Each Vendor hereby releases and forever discharges cannÖgen and its directors, officers, employees and agents and representatives, both current and former (collectively, in this Section 3.1, the "**Released Persons**") as of the Closing Date from any and all any suit, action, dispute, investigation, grievance, claim, arbitration, order, summons, citation, directive, ticket, charge, demand or prosecution, whether legal or administrative (collectively, in this Section 3.1, a "**Vendor Claim**"), which the Vendor, in its capacity as a holder of Subject Shares, ever had, now has or hereafter can, shall or may have, now or at any time in the future, against any Released Person for or by reason of or in any way arising out of any cause, matter or thing whatsoever, including, without limitation, the Vendors holding of units, options or any equity interest whatsoever in cannÖgen existing up to and including the Closing Date other than Vendor Claims of such Vendor with respect to any rights under which such Vendor may have under, pursuant to or arising from this Agreement or under any contract, agreement, instrument, certificate or other document delivered pursuant to this Agreement (in this Section 3.1, the "**Released Claims**").

(b) Each Vendor hereby acknowledges that it has not assigned and will not assign to any other person or entity any of the Released Claims. Each Vendor hereby agrees and undertakes not to: (i) encourage or instigate any Vendor Claims by other persons or entities against the Released Persons in connection with the Released Claims; or (ii) institute or continue any proceedings by way of action, arbitration or otherwise against any person or entity who or which might be entitled to claim contribution, indemnity, damages or other relief over or against any of the Released Persons in connection with the Released Claims.

Section 3.2 Representations and Warranties Relating to the Individual Vendor and Corporate Vendor

Each Vendor hereby represents and warrants to and in favour of the Purchaser and acknowledges that the Purchaser and its counsel are relying upon such representations and warranties in connection with the matters contemplated by this Agreement and the consummation of the Transaction:

(a) Capacity. In the case of the Individual Vendor, the Vendor is an individual residing in the State of Nevada and has the capacity to own its respective Subject Shares owned by such Individual Vendor, to duly enter into this Agreement and to perform each of the Individual Vendor's obligations hereunder.

(b) Organization. In the case of a Corporate Vendor, the Vendor has all necessary power, authority and capacity to enter into this Agreement and perform its obligations hereunder and own the Subject Shares owned by it.

(c) No Conflicting Interests. The execution and delivery of this Agreement and each and every agreement or document to be executed and delivered hereunder and the consummation of the transactions contemplated herein will not in any material respect:

(i) violate, be in conflict with, result in a breach of, constitute a default, or cause the acceleration of any obligation of the Vendor, under:

(A) any agreement, instrument, licence, permit or authority to which the Vendor is, or are entitled to be, a party or to which any or all of the Vendor's property and the Subject Shares are subject;

(B) any judgment, decree, order, statute, rule or regulation applicable to the Vendor; or

(C) any provision of law or regulation of any Governmental Body or any judicial or administrative order, award, judgment or decree applicable to the Vendors;

(ii) result in the creation of any Encumbrance upon the Subject Shares under any agreement or instrument referenced in Section 3.2(c)(i)(A); or

(iii) give to any Person any material interest or rights that have not been waived prior to the date hereof, including preferential rights of purchase of any part of the Subject Shares, or any right of termination, cancellation or acceleration under any agreement, instrument, license, permit or authority referenced in Section 3.2(c)(i)(A).

(d) Binding and Enforceable Agreement. This Agreement has been duly executed and delivered by the Vendor and constitutes a legal, valid and binding obligation of the Vendor enforceable in accordance with its terms, except that the enforcement may be limited by bankruptcy, insolvency and other laws affecting the enforcement of creditors' rights generally, by equitable remedies and by rights of indemnity, contribution and waiver of contribution.

(e) Binding Effect of Other Agreements. On the Closing Date, each agreement or document contemplated to be executed and delivered hereunder by the Vendor on or before the Closing Date will have been duly executed and delivered by the Vendor and shall constitute a legal, valid and binding obligation of the Vendor enforceable in accordance with its terms, except that the enforcement may be limited by bankruptcy, insolvency and other laws affecting the enforcement of creditors' rights generally, by equitable remedies and by rights of indemnity, contribution and waiver of contribution.

(f) Regulatory Approvals. No permits, licenses, certifications, approvals, consents, orders-in-council, legislation or other action of any Governmental Body are required for the execution, delivery or performance by the Vendor of this Agreement or the transactions contemplated herein, or for the execution, delivery or performance by the Vendor of any other agreement contemplated hereunder to be delivered by the Vendor on or before the Closing Date or the transactions contemplated therein.

(g) Intermediary Fees. No commission or other remuneration is payable or will be payable to any broker, agent or other intermediary who has acted for the Vendor in connection with the sale of the Subject Shares and the transactions herein contemplated for which the Purchaser or cannÖgen shall have any obligation or liability.

(h) U.S. Resale Limitations. The Vendors are aware that the RMR Shares have not been and will not be registered under the U.S. Securities Act or the securities laws of any state of the United States and that such securities may not be offered or sold to persons in the United States without registration under the U.S. Securities Act and applicable state securities laws or in compliance with requirements of an exemption from such registration requirements, and acknowledges that the Purchaser has no present intention of filing a registration statement under the U.S. Securities Act or applicable state securities laws in respect of such securities. Each of the Vendors acknowledges that it is an "accredited investor" within the meaning of Rule 501(a) of

Regulation D of the US Securities Act and as set forth in Schedule C to this Agreement and is resident in the jurisdiction set forth across its name on the facepage hereof.

(i) No Agreements. No Person has any agreement, option, understanding or commitment, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement, option or commitment (including any such right or privilege under convertible securities, warrants or convertible obligations of any nature) for the assignment, purchase or other transfer from the Vendor of any of the Subject Shares.

(j) No Further Information. The Vendor does not have any information or knowledge of any facts relating to cannÖgen, the Business or the Subject Shares not disclosed in writing to the Purchaser which might reasonably be expected to deter a purchaser, acting reasonably, from completing the transaction of purchase and sale herein contemplated.

(k) Independent Legal and Tax Advice. Each of the Vendors have received independent legal and tax advice in respect of this Agreement, the Transaction and matters related thereto, as they affect the Individual Vendor and the Corporate Vendor and its associates and the Vendors are each aware of their particular tax consequences as they relate to this Agreement, the Transaction and the matters related thereto.

(l) Title to Shares. Each Vendor is the registered and beneficial owner of their Subject Shares, with good and marketable title thereto, free and clear of all Encumbrances, and has the exclusive right to dispose of its Subject Shares as provided in this Agreement. None of its Subject Shares is subject to: (i) any contract or restriction which in any way limits or restricts the transfer to the Purchaser of its Subject Shares other than the transfer restrictions in cannÖgen's articles; or (ii) any voting trust, pooling agreement, shareholder agreement, voting agreement or other contract, arrangement or understanding with respect to the voting of its Subject Shares (or any of them). On completion of the Transaction, it will have transferred good and marketable title to its Subject Shares to the Purchaser free and clear of all Encumbrances and it will have no ownership interest in cannÖgen, whether direct or indirect, actual or contingent.

(m) RMR Shares. Each Vendor acknowledges that there are risks associated with the purchase of and investment in the RMR Shares, and each Vendor is knowledgeable and/or experienced in business and financial matters, aware of the characteristics of the RMR Shares, capable of evaluating the merits and risks of an investment in the RMR Shares, fully understands the restrictions on resale of the RMR Shares and is capable of bearing the economic risk of the loss of its investment. If required by the Securities Laws, regulations, rules, policies or orders or by any Securities Commission, stock exchange or other regulatory authority, the Vendors will execute, deliver, file and otherwise assist RMR in filing, such reports, undertakings and other documents with respect to the issue or continued ownership of the RMR Shares as may be reasonably required

Section 3.3 Representations and Warranties Relating to cannÖgen

The Vendors and cannÖgen and hereby jointly and severally represent and warrant to and in favour of the Purchaser and acknowledges that the Purchaser and its counsel are relying upon such representations and warranties in connection with the matters contemplated by this Agreement and the consummation of the Transaction:

(a) Organization. cannÖgen is a limited liability company duly incorporated and organized under the laws of the State of Nevada, is validly existing under the laws of such jurisdiction and is up-to-date in the filing of all corporate and similar returns under the laws of that jurisdiction.

(b) Corporate Power and Authority. cannÖgen has all necessary corporate power, authority and capacity to enter into this Agreement and perform its obligations hereunder. cannÖgen has all necessary corporate power, authority and capacity to carry on the Business as presently conducted and is validly registered wherever necessary under the federal and state laws of the United States and any other jurisdiction where it carries on the Business or is required by law.

(c) Not Offering Securities. cannÖgen is not offering, nor has it offered, any of its securities to the public in violation of applicable federal or state laws and is not a reporting issuer thereunder. There is not a published market in respect of the Subject Shares.

(d) Binding and Enforceable Agreement. This Agreement has been duly authorized, executed and delivered by cannÖgen and constitutes a legal, valid and binding obligation of cannÖgen enforceable in accordance with its terms, except that the enforcement may be limited by bankruptcy, insolvency and other laws affecting the enforcement of creditors' rights generally, by equitable remedies and by rights of indemnity, contribution and waiver of contribution.

(e) Binding Effect of Other Agreements. On the Closing Date, each agreement or document contemplated to be executed and delivered hereunder by cannÖgen on or before the Closing Date will have been duly executed and delivered by cannÖgen and shall constitute a legal, valid and binding obligation of cannÖgen enforceable in accordance with its terms, except that the enforcement may be limited by bankruptcy, insolvency and other laws affecting the enforcement of creditors' rights generally, by equitable remedies and by rights of indemnity, contribution and waiver of contribution.

(f) No Conflicting Interests. The execution and delivery of this Agreement and each and every agreement or document to be executed and delivered hereunder and the consummation of the transactions contemplated herein will not in any material respect:

(i) violate, be in conflict with, result in a breach of, constitute a default, or cause the acceleration of any obligation of cannÖgen, under:

(A) any agreement, instrument, licence, permit or authority to which cannÖgen is, or is entitled to be, a party or to which any or all of its property and the Subject Shares are subject,

(B) any provision of the constating documents, articles, by-laws or resolutions of the board of directors (or any committee thereof) or shareholders of cannÖgen,

(C) any judgment, decree, order, statute, rule or regulation applicable to cannÖgen, or

(D) any provision of law or regulation of any Governmental Body or any judicial or administrative order, award, judgment or decree applicable to cannÖgen;

(ii) result in the creation of any Encumbrance upon the Business or the Subject Shares under any agreement or instrument referenced in Section 3.3(f)(i)(A); or

(iii) give to any Person any material interest or rights, including preferential rights of purchase of any part of the Business or the Subject Shares, or any right of termination, cancellation or acceleration under any agreement, instrument, license, permit or authority referenced in Section 3.3(f)(i)(A).

(g) Capitalization. The outstanding capital of cannÖgen consists of 7,500,000 Subject Shares, and the 1,078,085 cannÖgen Shares and 537,543 cannÖgen Warrants reserved for issuance in connection with the conversion of the Promissory Notes. All outstanding cannÖgen Shares have been duly authorized and validly issued, are fully paid and non-assessable and are not subject to, nor were they issued in violation of, any pre-emptive rights. Other than the Subject Shares, Promissory Notes or any cannÖgen Share or cannÖgen Warrants issued pursuant to the Promissory Notes, there are no other securities of cannÖgen which are outstanding and there are no other rights, plans, agreements, arrangements or commitments which may require the issuance, sale, allotment or transfer by cannÖgen of any securities of cannÖgen.

(h) Securityholders of cannÖgen. The Vendors are the sole legal, beneficial and registered owners of all of the Subject Shares as set out in Schedule "A" hereto and such shares are free and clear of all Encumbrances and, without limiting the generality of the foregoing, none of the Subject Shares are subject to any voting trust, shareholder agreement or voting agreement.

(i) Promissory Notes. The Promissory Notes are valid and cannÖgen is not in breach of any representation, warranty or covenant given under the Promissory Notes.

(j) Ownership by Purchaser. Upon completion of the transactions contemplated by this Agreement, all of the cannÖgen Securities will be owned by the Purchaser as the owner of record, free and clear of any and all Encumbrances, except as may arise by or through the Purchaser and there shall be no other cannÖgen securities issued or outstanding.

(k) Subsidiaries. cannÖgen does not have any subsidiaries or own any shares or any other interest in any other Person nor is cannÖgen subject to any agreements of any nature to acquire any subsidiary or shares or any other interest in any other Person or to acquire or lease any other business operations, except as disclosed herein.

(l) Regulatory Approvals. No permits, licenses, certifications, approvals, consents, orders-in-council, legislation or other action of any Governmental Body are required for the execution, delivery or performance by cannÖgen of this Agreement or the transactions contemplated herein, or for the execution, delivery or performance by cannÖgen of any other agreement contemplated hereunder to be delivered by cannÖgen on or before the Closing Date or the transactions contemplated therein.

(m) Partnerships or Joint Ventures. cannÖgen is not a partner or participant in any partnership, joint venture, profit-sharing arrangement or other association of any kind, including as a beneficiary or trustee in any trust arrangement, and is not party to any agreement under which cannÖgen agrees to carry on any part of the Business or any other activity in such manner or by which agrees to share any revenue or profit with any other Person.

(n) Books and Records. The Books and Records of cannÖgen as provided to the Purchaser completely and correctly set out and disclose in all material respects, in accordance with IFRS, the financial position of cannÖgen, undertakings, liabilities (including contingent liabilities), assets and shareholders' equity accounts as applicable and available, and all financial transactions of cannÖgen relating to the Business have been accurately recorded in such Books and Records.

(o) Minute Books. The corporate records and minute books of cannÖgen as provided to the Purchaser contain complete and accurate minutes of all meetings and resolutions of the directors (and any committees thereof) and shareholders of cannÖgen and the share certificate books, register of shareholders, register of transfers and register of directors of cannÖgen are complete and accurate in all material respects.

(p) cannÖgen Financial Statements. The cannÖgen Financial Statements have been prepared in accordance with Securities Laws and in accordance with IFRS and present fairly the assets, liabilities and the financial position of cannÖgen, as a whole, as at the dates indicated and the results of operation of cannÖgen, as a whole, for the periods indicated, and no material adverse change in such financial position or such results of operations shall have occurred since the dates thereof.

(q) Information. All data and information provided by cannÖgen to the Purchaser and its agents and representatives, including the agents in connection with the Private Placement and the Transaction, was and is complete and true and correct in all material respects.

(r) Only Business. The Business is the only business which has been or is currently conducted by cannÖgen.

(s) Outstanding Obligations and Liabilities of cannÖgen. cannÖgen does not have any material assets other than as set forth in the cannÖgen Financial Statements. cannÖgen does not have any liabilities of any nature (matured or unmatured, fixed or contingent) other than as set forth in the cannÖgen Financial Statements or as incurred in connection with the transactions contemplated hereby, other than liabilities which would not reasonably be expected to result in a material adverse effect on the Business.

(t) Litigation and Related Matters. There are no actions, suits, investigations or proceedings pending or threatened against or affecting cannÖgen or the Vendors, at law or in equity, or before any arbitrator of any kind, or before or by any Governmental Body, domestic or foreign, and cannÖgen is not aware of any existing ground on which any such action or proceeding might be commenced with any reasonable likelihood of success. cannÖgen is not subject to any outstanding orders, writs, injunctions, decrees, judgments, awards, determinations, work orders or directions of any court, arbitrator or Governmental Body.

(u) Agreements. Except for the cannÖgen Material Contracts, cannÖgen is not party to, or otherwise bound by, any agreement, written or oral, including with respect to any indebtedness, guarantee, indemnification, lease or joint venture.

(v) Capital Expenditures. cannÖgen is not committed to make any material capital expenditures nor have any material capital expenditures been authorized by cannÖgen in excess of US $50,000 individually.

(w) Distributions. cannÖgen has not directly or indirectly:

(i) made or authorized any loans to any Person, including its officers, directors, former directors, shareholders and employees and any person not dealing at arm's length with any of the foregoing;

(ii) made any payments or distributions in kind to its shareholders or former shareholders or declared any dividends on the Subject Shares or other securities of cannÖgen; or

(iii) agreed to do any of the foregoing.

(x) No Employee Commitments. All written agreements with respect to employees, consultants, executives and directors of cannÖgen have been provided to the Purchaser and there are no outstanding amounts payable to such persons other than in the ordinary course of business or as disclosed in the cannÖgen Financial Statements.

(y) Finders' Fee. cannÖgen has not incurred any obligation or liability, contingent or otherwise, for brokers' or finders' fees in respect of the transaction contemplated herein.

(z) Powers of Attorney. cannÖgen has not granted to any Person a general or special power of attorney for cannÖgen.

(aa) Non-Arm's Length Transactions. No director, officer, shareholder or employee of cannÖgen and no entity that is an Affiliate of one or more of such individuals has any cause of action or other claim whatsoever against cannÖgen in connection with the Business or otherwise.

(bb) Government Program. No agreements, loans, funding arrangements or assistance programs are outstanding in favour of cannÖgen from any Governmental Body, and no basis exists for any Governmental Body to seek payment or repayment from cannÖgen of any amount or benefit received, or to seek performance of any obligation of cannÖgen, under any such program.

(cc) Compliance with Covenants. cannÖgen has, or has caused to be, complied with, performed, observed and satisfied all material covenants, terms, conditions, obligations and liabilities required to be performed, observed, and satisfied by it, whether express or implied, which have arisen under the provisions of any contracts, agreements, indentures or other instruments to which cannÖgen is a party, or otherwise bound and all such contracts, agreements, indentures and other instruments are valid and enforceable, each in accordance with its respective terms, and no party to any of them is, to the best of the knowledge of cannÖgen, in default thereunder or in breach thereof or would, with the giving of notice or the lapse of time or both be in breach or default in any material respect.

(dd) No Defaults. cannÖgen is not in material breach or default, has not received any notice of default or violation, and is not aware of any potential or threatened notice of alleged default or violation, of the provisions of any cannÖgen Material Contract or any other contracts, agreements, indentures or instruments to which cannÖgen is a party or by which it is bound.

(ee) Compliance with Laws. All laws, regulations, and orders of any Governmental Body having jurisdiction over cannÖgen or its properties are being, and have been, complied with in all material respects by cannÖgen. and cannÖgen has not received a notice of non-compliance, nor knows of, any threatened notice of non-compliance with any such laws, regulations and statutes, and is not aware of any pending change to any applicable law or regulation or governmental position that would materially adversely affect the business of cannÖgen or the business or legal environment under which cannÖgen operates.

(ff) Consent under cannÖgen Material Contracts. No consents or approvals to the transactions contemplated hereunder are required under the cannÖgen Material Contracts or any other contract, agreement or other instrument to which cannÖgen is a party or by which cannÖgen is bound.

(gg) Operating Permits and Licenses. cannÖgen owns or holds all material permits, licenses, consents, authorizations, approvals, privileges, waivers, exemptions, orders (inclusionary or exclusionary) or other concessions required in connection with the conduct of the Business. All such permits and licenses are valid and enforceable, each in accordance with its respective terms, and no party to any of them is in default thereunder or in breach thereof or would, with the giving of notice or the lapse of time or both, be in breach or default.

(hh) Intellectual Property.

(i) Schedule "D" contains complete and accurate particulars of all trademarks, trademark applications, patents, patent applications, copyrights, copyright applications, and internet domain names which are material to the Business of cannÖgen.

(ii) cannÖgen has the right to use, sell, license, sub-license and prepare derivative works for and dispose of and has the rights to bring actions for the infringement or misappropriation of the Intellectual Property used in the Business and the cannÖgen has not conveyed, assigned or encumbered any of the Intellectual Property right owned, used by or licensed to the cannÖgen. All registrations and filings necessary to preserve the rights of the cannÖgen to the Intellectual Property have been made and are in good standing

(iii) All Intellectual Property currently owned by or licensed by cannÖgen will continue to be owned by or licensed to cannÖgen on identical terms and conditions immediately following the Share Exchange as are in effect as of the date of this Agreement.

(iv) The execution and delivery of the documents contemplated by this Agreement, including this Agreement itself, will not materially breach, violate or conflict with any instrument or agreement governing any Intellectual Property right owned, used by or licensed to cannÖgen, will not cause the forfeiture or termination of any Intellectual Property right owned, used by or licensed to cannÖgen or in any way exclude the right of cannÖgen to use, sell, license or dispose of or to bring any action for the infringement of any Intellectual Property right owned, used by or licensed to cannÖgen (or any portion thereof).

(v) All of cannÖgen's owned or licensed Intellectual Property which has been registered or applied for has been properly maintained and renewed by cannÖgen in accordance with all applicable laws. All of cannÖgen's owned or licensed Intellectual Property is valid and enforceable.

(vi) No consents are required in order for cannÖgen's owned or licensed intellectual Property to be transferred, licensed or sub-licensed to a third party.

(vii) To cannÖgen's Knowledge, there is no material unauthorized use, disclosure, infringement or misappropriation by third parties of any of cannÖgen's owned or licensed Intellectual Property and there are no claims, disputes or proceedings pending or against cannÖgen (i) challenging cannÖgen's right in or to any Intellectual Property, (ii) challenging the validity or scope of any of cannÖgen's owned or licensed Intellectual Property, or (iii) alleging that the operation of cannÖgen's business as now conducted infringes or otherwise violates any Intellectual Property right or other proprietary right(s) of a third party and cannÖgen is unaware of any facts which would form a valid basis for any such claim. None of the owned or licensed Intellectual Property has been or is now involved in any interference, invalidation, reissue, re-examination, opposition, cancellation, or other type of challenge proceeding and no such action is Threatened with respect to any of the cannÖgen's owned or licensed Intellectual Property. To the Knowledge of the cannÖgen, there is no potentially interfering patent or patent application of any third party. All products made, used, or sold under the Intellectual Property have been marked with the appropriate legal notice of the intellectual property rights where practical.

(viii) There are no claims, disputes or proceedings pending or threatened by cannÖgen with respect to infringement by another Person of any of cannÖgen's owned or licensed Intellectual Property. To cannÖgen's Knowledge, as of the date hereof, no Person is

infringing, or is threatening to infringe, upon or otherwise violating any of cannÖgen's owned or licensed Intellectual Property.

(ix) cannÖgen has taken commercially reasonable measures to protect the confidentiality of all trade secrets of cannÖgen in respect to the business of cannÖgen. cannÖgen has not disclosed any of its trade secrets to any third party. None of the trade secrets of cannÖgen have been disclosed or provided to anyone except pursuant to signed, written agreements which impose a duty of confidentiality on such persons. cannÖgen and all of cannÖgen's past and present employees have not misappropriated the trade secrets of any other Person.

(x) All statements contained in all applications for registration of the Intellectual Property were true and correct in all material respects as of the date of such applications.

(xi) To the best of cannÖgen's and the Vendors' knowledge, all technical information developed by and belonging to cannÖgen for which a copyright has not been registered or which has not been patented has been kept confidential or disclosed to others on the basis that they will keep it confidential.

(ii) Particulars of Schedules. All particulars set out in the Schedules as they relate to cannÖgen are true, complete and accurate and not misleading in any material respect.

(jj) No Further Information. cannÖgen does not have any information or knowledge of any facts relating to the Business or the Subject Shares not disclosed in writing to the Purchaser which might reasonably be expected to deter a purchaser, acting reasonably, from completing the transaction of purchase and sale herein contemplated.

(kk) Taxes.

(i) cannÖgen has, in a due and timely manner, filed or caused to be filed all returns, elections, descriptions, reports, statements and forms respecting Taxes, and all information and data in connection therewith, required to be filed by cannÖgen or on cannÖgen 's behalf with any Governmental Body to whom cannÖgen is subject, other than where the failure to file would not have a material adverse effect on cannÖgen.

(ii) cannÖgen has paid all Taxes and any interest, penalties and fines in connection therewith, properly due and payable, and has paid all of same in connection with all known assessments, reassessments and adjustments.

(iii) No other Taxes nor any interest, penalties or fines have been claimed by any Governmental Body or are known to cannÖgen to be due and owing by cannÖgen or are pending or threatened or by reason of the transactions herein contemplated will become due and owing by cannÖgen and there are no matters of dispute or under discussion with any Governmental Body, relating to Taxes by such Governmental Body.

(iv) cannÖgen has withheld all amounts required to be withheld from any payments made by them, including from any payments made to non-residents and any of its officers, directors and employees, and has paid the same to the proper taxing authority or receiving offices where the deadline for such payment has occurred, on a timely basis.

(v) There are no agreements, waivers (including a waiver in respect of time within which a reassessment may be made by any taxing authority) or other arrangements providing

for any extension of time with respect to the filing of any tax return by, or payment of any Tax, governmental charge or deficiency against, cannÖgen.

(vi) cannÖgen is not aware of any actions, audits, assessments, reassessments, suits, proceedings, investigations or claims threatened or pending against cannÖgen in respect of Taxes, governmental charges or assessments, or any other matters under discussion with any Governmental Body relating to Taxes asserted by any such Governmental Body.

(vii) No creditor of cannÖgen has forgiven a debt or other obligation owing by cannÖgen or settled or extinguished such debt or obligation for an amount less than the principal amount of the debt or obligation.

(ll) Environmental Law. cannÖgen has:

(i) not received any orders or directives under applicable law which relate to environmental matters and which require any material work, repairs, construction or capital expenditures with respect to the Business, where such orders or directives have not been complied with in all material respects;

(ii) not received any demand or notice issued under applicable law with respect to a breach of any environmental, health or safety law applicable to the Business, including without limitation, any applicable law respecting the use, storage, treatment, transportation or disposition of environmental contaminants, which demand or notice remains outstanding on the Closing Date; or

(iii) not received any demand, notice or claim from any Person relating to any contamination, pollution or other damage to or material adverse impacts on the environment or damage caused by the presence, storage, transportation, release, spill or emission of any substance relating to the Business.

Section 3.4 Non-Waiver.

No investigations made by or on behalf of the Purchaser at any time shall have the effect of waiving, diminishing the scope of or otherwise affecting any representation or warranty made by any or all of the Vendors and cannÖgen herein or pursuant hereto.

Section 3.5 Nature and Survival of Representations and Warranties.

The covenants, agreements, representations, warranties and indemnities of each of the Vendors and cannÖgen contained in this Agreement shall survive Closing of the purchase and sale herein provided for and, notwithstanding Closing or any documents delivered or investigations made in connection therewith, shall continue in full force and effect for the benefit of the Purchaser for a period of two (2) years from the Closing Date.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

Section 4.1 Representations and Warranties of the Purchaser

The Purchaser hereby represents and warrants to and in favour of the Vendors and acknowledges that the Vendors are relying upon such representations and warranties in connection with the matters contemplated by this Agreement and the consummation of the Transaction:

(a) Organization. The Purchaser is a company duly incorporated and organized and is validly existing under the laws of the Province of British Columbia and is up-to-date in the filing of all corporate and similar returns under the laws of that jurisdiction.

(b) Corporate Power and Authority. The Purchaser has all necessary corporate power, authority and capacity to enter into and perform its obligations pursuant to the terms of this Agreement. The Purchaser has all necessary corporate power, authority and capacity to carry on its business as presently conducted and is validly registered wherever necessary under applicable laws of British Columbia and any other jurisdiction where it carries on its business.

(c) Reporting Issuer. The issued and outstanding RMR Shares are listed and posted for trading on the TSXV and the Purchaser is in material compliance with the policies of the TSXV.

(d) Binding and Enforceable Agreement. This Agreement has been duly executed and delivered by the Purchaser and constitutes a legal, valid and binding obligation of the Purchaser enforceable in accordance with its terms, except that the enforcement may be limited by bankruptcy, insolvency and other laws affecting the enforcement of creditors' rights generally, by equitable remedies and by rights of indemnity, contribution and waiver of contribution.

(e) Binding Effect of Other Agreements. On the Closing Date, each agreement or document contemplated to be executed and delivered hereunder by the Purchaser on or before the Closing Date will have been duly executed and delivered by the Purchaser and shall constitute a valid and binding obligation of the Purchaser enforceable in accordance with its terms, except that the enforcement may be limited by bankruptcy, insolvency and other laws affecting the enforcement of creditors' rights generally, by equitable remedies and by rights of indemnity, contribution and waiver of contribution.

(f) No Conflicting Interests. The execution and delivery of this Agreement and each and every agreement or document to be executed and delivered hereunder and the consummation of the transactions contemplated herein will not in any material respect:

(i) violate, be in conflict with, result in a breach of, constitute a default, or cause the acceleration of any obligation of the Purchaser, under:

(A) any agreement, instrument, licence, permit or authority to which the Purchaser is, or is entitled to be, a party or to which any or all of its property and the RMR Shares are subject,

(B) any provision of the constating documents, articles, by-laws or resolutions of the board of directors (or any committee thereof) or shareholders of the Purchaser,

(C) any judgment, decree, order, statute, rule or regulation applicable to the Purchaser, or

(D) any provision of law or regulation of any Governmental Body or any judicial or administrative order, award, judgment or decree applicable to the Purchaser;

(ii) result in the creation of any Encumbrance upon the business of the Purchaser under any agreement or instrument referenced in Section 4.1(f)(i)(A); or

(iii) give to any Person any material interest or rights, including preferential rights of purchase of any part of the business of the Purchaser, or any right of termination, cancellation or acceleration under any agreement, instrument, license, permit or authority referenced in Section 4.1(f)(i)(A).

(g) Capitalization. The authorized capital of the Purchaser consists of an unlimited amount of RMR Shares of which 7,735,775 RMR Shares are issued and outstanding as of the date hereof and no other shares are issued. Other than the RMR Common Shares, RMR Warrants, Corporate Finance Shares, Management Options, and Agents' Warrants to be issued in connection with the Private Placement and the transactions contemplated herein, there are no options, warrants or other rights, plans or agreements or commitments of any nature whatsoever requiring the issuance, sale or transfer by the Purchaser of any securities of the Purchaser (including RMR Shares) or any securities convertible into, or exchangeable or exercisable for, otherwise evidencing a right to acquire, any securities of the Purchaser (including RMR Shares). All outstanding RMR Shares have been duly authorized and validly issued, are fully paid and non-assessable and are not subject to, nor were they issued in violation of, any pre-emptive rights, and all RMR Shares issued pursuant to the exercise of convertible securities in accordance with the terms of such securities will be duly authorized and validly issued as fully paid and non-assessable, and will not be subject to any pre-emptive rights. Other than the RMR Shares, there are no securities of the Purchaser which are outstanding which have the right to vote generally with the shareholders of the Purchaser on any matter.

(h) RMR Securities. All of the RMR Shares to be issued hereunder to the Vendors and pursuant to the Lock-up Agreement, will be validly issued as fully paid and non-assessable shares in the capital of the Purchaser. Subject to Section 6.2(f), at Closing such shares shall be free and clear of all Encumbrances of any kind whatsoever, except as may arise by or through the Vendors or pursuant to the Escrow Agreement. Assuming that the representations and warranties of the Vendors made herein including, without limitation, those made in Schedule "C" are correct, the offer, issuance and sale of the RMR Shares hereunder is exempt from registration pursuant to the U.S. Securities Act.

(i) Subsidiaries. The Purchaser does not own any subsidiaries or shares or any other interest in any other Person and other than in connection with the Lock-Up Purchase Agreements, it is not subject to any agreements of any nature to acquire any subsidiary or shares or any other interest in any other Person or to acquire or lease any other business operations, except as disclosed herein.

(j) Regulatory Approvals. Other than the approval of the TSXV, no permits, licenses, certifications, approvals, consents, orders-in-council legislation or other action of any governmental or regulatory authority are required for the execution, delivery or performance by the Purchaser of this Agreement or the transactions contemplated herein, or for the execution, delivery or performance by the Purchaser of any other agreement contemplated hereunder to be delivered by the Purchaser on or before the Closing Date or the transactions contemplated therein.

(k) Partnerships or Joint Ventures. The Purchaser is not a partner or participant in any partnership, joint venture, profit-sharing arrangement or other association of any kind, including as a beneficiary or trustee in any trust arrangement, and is not party to any agreement under which the Purchaser agrees to carry on any part of its business or any other activity in such manner or by which agrees to share any revenue or profit with any other Person.

(l) Books and Records. The Books and Records of the Purchaser completely and correctly set out and disclose in all material respects, in accordance with IFRS, the financial position of the

Purchaser and all undertakings, all liabilities, including contingent liabilities, assets and shareholders' equity accounts as applicable and available, and all financial transactions of the Purchaser relating to its business have been accurately recorded in such Books and Records.

(m) Minute Books. The corporate records and minute books of the Purchaser contain complete and accurate minutes of all meetings and resolutions of the directors (and any committees thereof) and shareholders of the Purchaser, and the share certificate books, register of shareholders, register of transfers and register of directors of the Purchaser are complete and accurate in all material respects.

(n) Purchaser's Financial Statements. The Purchaser Financial Statements have been delivered to cannÖgen and the Vendors and has been prepared in accordance with Securities Laws and in accordance with IFRS and present fairly the assets, liabilities and the financial position of the Purchaser as at the dates indicated and the results of operation of the Purchaser for the periods indicated, and except as publicly disclosed no material adverse change in such financial position or such results of operations shall have occurred since the dates thereof.

(o) Information. All data and information provided by the Purchaser at the request of the cannÖgen and its agents and representatives in connection with Transaction was and is complete and true and correct in all material respects.

(p) Public Filings. The documents comprising the information publicly filed by or on behalf of the Purchaser since January 5, 2018 with the securities regulatory authorities in compliance, or intended compliance with any applicable Canadian Securities Laws were, as of their respective dates, in compliance with all applicable Canadian Securities Laws, and did not at the time filed with the relevant securities regulatory authorities or, as applicable, the time of becoming effective, contain any untrue statement of a material fact or do not omit any material information required to be stated therein or necessary to make the statements there, not misleading in light of the circumstances in which they were made and the Purchaser has not filed any confidential material change reports which continue to be confidential.

(q) Outstanding Obligations and Liabilities of the Purchaser. The Purchaser does not have any material assets other than as set forth in the Purchaser Financial Statements. The Purchaser does not have any liabilities of any nature (matured or unmatured, fixed or contingent) other than as set forth in the Purchaser Financial Statements or as incurred in connection with the transactions contemplated hereby, other than liabilities which would not reasonably be expected to result in a material adverse effect on the business of the Purchaser.

(r) Litigation and Related Matters. There are no actions, suits, investigations or proceedings pending or threatened against or affecting the Purchaser, at law or in equity, or before any arbitrator of any kind, or before or by any Governmental Body, domestic or foreign, and the Purchaser is not aware of any existing ground on which any such action or proceeding might be commenced with any reasonable likelihood of success. The Purchaser is not subject to any outstanding orders, writs, injunctions, decrees, judgments, awards, determinations, work orders or directions of any court, arbitrator or Governmental Body.

(s) Agreements. Except for the Purchaser Material Contracts, the Purchaser is not party to, or otherwise bound by, any agreement, written or oral, including with respect to any indebtedness, guarantee, indemnification, lease or joint venture.

(t) Capital Expenditures. The Purchaser is not committed to make any material capital expenditures nor have any material capital expenditures been authorized by the Purchaser.

(u) Distributions. The Purchaser has not directly or indirectly:

(i) made or authorized any loans to any Person, including its officers, directors, former directors, shareholders and employees and any person not dealing at arm's length with any of the foregoing except as otherwise contemplated herein; or

(ii) made any payments or distributions in kind to its shareholders or former shareholders or declared any dividends on the outstanding common shares of the Purchaser or other securities of the Purchaser; or

(iii) agreed to do any of the foregoing.

(v) Finders' Fees. The Purchaser has not incurred any obligation or liability, contingent or otherwise, for brokers' or finders' fees in respect of the transaction contemplated herein for which the Purchaser or cannÖgen shall have any obligation or liability.

(w) Powers of Attorney. The Purchaser has not granted to any Person a general or special power of attorney for the Purchaser.

(x) Non-Arm's Length Transactions. No director, officer, shareholder or employee of the Purchaser and no entity that is an Affiliate of one or more of such individuals has any cause of action or other claim whatsoever against the Purchaser in connection with the business of the Purchaser or otherwise.

(y) Compliance with Covenants. The Purchaser has, or has caused to be, complied with, performed, observed and satisfied all material covenants, terms, conditions, obligations and liabilities required to be performed, observed, and satisfied by it, whether express or implied, which have arisen under the provisions of any contracts, agreements, indentures or other instruments to which the Purchaser is a party, or otherwise bound and all such contracts, agreements, indentures and other instruments are valid and enforceable, each in accordance with its respective terms, and no party to any of them is, to the best of the knowledge of the Purchaser, in default thereunder or in breach thereof or would, with the giving of notice or the lapse of time or both be in breach or default in any material respect.

(z) No Defaults. The Purchaser is not in material breach or default, has not received any notice of default or violation, and is not aware of any potential or threatened notice of alleged default or violation, of the provisions of any contracts, agreements, indentures or instruments to which the Purchaser is a party or by which it is bound.

(aa) Compliance with Laws. All laws, regulations, and orders of any Governmental Body having jurisdiction over the Purchaser are being, and have been, complied with in all material respects by the Purchaser.

(bb) Consent under Purchaser Material Contracts. Other than the consent of the TSXV, no consents or approvals to the transactions contemplated hereunder are required under the Purchaser Material Contracts or any other contract, agreement or other instrument to which the Purchaser is a party or by which the Purchaser is bound.

(cc) Particulars of Schedules. All particulars set out in the Schedules which relate to the Purchaser are true, complete and accurate and not misleading in any material respect.

(dd) No Further Information. The Purchaser does not have any information or knowledge of any facts relating to it not publicly disclosed or disclosed in writing to cannÖgen which might

reasonably be expected to deter a vendor, acting reasonably, from completing the transaction of purchase and sale herein contemplated.

(ee) Taxes.

(i) The Purchaser has, in a due and timely manner, filed or caused to be filed all returns, elections, descriptions, reports, statements and forms respecting Taxes, and all information and data in connection therewith, required to be filed by the Purchaser or on the Purchaser's behalf with any Governmental Body to whom the Purchaser is subject, other than where the failure to file would not have a material adverse effect on the Purchaser.

(ii) The Purchaser has paid all Taxes and any interest, penalties and fines in connection therewith, properly due and payable, and has paid all of same in connection with all known assessments, reassessments and adjustments.

(iii) No other Taxes nor any interest, penalties or fines have been claimed by any Governmental Body or are known to the Purchaser to be due and owing by the Purchaser or are pending or threatened or by reason of the transactions herein, contemplated will become due and owing by the Purchaser and there are no matters of dispute or under discussion with any Governmental Body, relating to Taxes by such Governmental Body.

(iv) The Purchaser has withheld all amounts required to be withheld from any payments made by them, including from any payments made to non-residents and any of its officers, directors and employees, and has paid the same to the proper taxing authority or receiving offices where the deadline for such payment has occurred, on a timely basis.

(v) There are no agreements, waivers (including a waiver in respect of time within which a reassessment may be made by any taxing authority) or other arrangements providing for any extension of time with respect to the filing of any tax return by, or payment of any Tax, governmental charge or deficiency against, the Purchaser.

(vi) The Purchaser is not aware of any actions, audits, assessments, reassessments, suits, proceedings, investigations or claims threatened or pending against the Purchaser in respect of Taxes, governmental charges or assessments, or any other matters under discussion with any Governmental Body relating to Taxes asserted by any such Governmental Body.

(vii) No creditor of the Purchaser has forgiven a debt or other obligation owing by the Purchaser or settled or extinguished such debt or obligation for an amount less than the principal amount of the debt or obligation.

(ff) With respect to its purchase of the Subject Shares hereunder:

(i) The Purchaser has such knowledge and experience in financial and business matters that it is capable of evaluating alone the merits and risks of the proposed investment and making an informed investment decision with respect thereto.

(ii) The Purchaser has had the opportunity to request information from, and review and evaluate the information provided by, cannÖgen in order to assess the merits and risks

of its investment in cannÖgen and has had the opportunity to ask any and all questions of, and receive answers from, cannÖgen to its satisfaction regarding such information.

(iii) The Purchaser has consulted with independent counsel regarding legal matters concerning cannÖgen and has consulted with the Purchaser's tax advisor regarding the tax consequences of investing in cannÖgen.

(iv) The Purchaser is not purchasing the Subject Shares hereunder with a view to, or for resale in connection with, any distribution to the public or any public offering thereof. The Purchaser acknowledges that it cannot lawfully resell any or all of the Subject Shares in the United States or to United States citizens or residents unless its offer and sale of such shares is registered under the U.S. Securities Act or is exempt from such registration.

Section 4.2 Non-Waiver.

No investigations made by or on behalf of any or all of the Vendors at any time shall have the effect of waiving, diminishing the scope of or otherwise affecting any representation or warranty made by the Purchaser herein or pursuant hereto.

Section 4.3 Nature and Survival of Representations and Warranties.

The covenants, agreements, representations, warranties and indemnities of the Purchaser contained in this Agreement shall survive Closing of the purchase and sale herein provided for and, notwithstanding Closing or any documents delivered or investigations made in connection therewith, shall continue in full force and effect for the benefit of the Vendors for a period of two (2) years from the Closing Date.

ARTICLE 5
COVENANTS OF VENDORS, CANNÖGEN AND THE PURCHASER

Section 5.1 Covenants of cannÖgen.

cannÖgen covenants and agrees with the Purchaser, during the period from the date hereof to the Closing Date, as set forth below.

(a) RMR Matters. cannÖgen shall:

(i) co-operate with RMR in the preparation, submission and obtaining of all orders and other documents necessary in connection with the Transaction, including with respect to the Filing Statement, and in connection therewith provide the other parties with such information and material concerning its affairs as RMR shall reasonably request on a timely basis; and

(ii) use its best efforts and do all things necessary or reasonably desirable on its part to facilitate the implementation of the Transaction and all related matters in connection therewith as set forth in the Filing Statement, by the Closing Date including, without limiting the generality of the foregoing, applying for, obtaining and/or effecting as applicable: (i) the approval of the TSXV for the Share Exchange and the listing on the TSXV of the RMR Shares; and (ii) obtaining such other consents, orders or approvals as counsel to cannÖgen and RMR may advise are necessary or desirable to be obtained for the implementation of the Transaction, and preparing and delivering all necessary documents in connection therewith.

(b) cannÖgen Information. cannÖgen shall provide RMR with the cannÖgen Information in a timely manner and ensure that the cannÖgen Information provided by it expressly for inclusion in the Filing Statement does not, at the time of the filing of the Filing Statement, contain any misrepresentations and use its commercially reasonable efforts to assist RMR in connection with the preparation of the Filing Statement, together with any other documents required by applicable laws in connection with all shareholder approvals and other third party approvals required in respect of the Transaction and the other matters contemplated hereby.

(c) Representations and Warranties. cannÖgen shall:

(i) take all action within its control to ensure that its representations and warranties hereunder are true and correct at the time indicated for such representations and warranties; and

(ii) promptly advise the Purchaser of any facts that come to its attention which would cause any of its representations and warranties herein to be untrue in any material respect.

(d) Conduct of Business. cannÖgen shall:

(i) carry on its business in the ordinary course until the Closing;

(ii) not take any action which is out of the ordinary course of its business without the prior express written consent of the Purchaser;

(iii) preserve and protect the rights of cannÖgen under the cannÖgen Material Contracts;

(iv) promptly advise the Purchaser in writing of any material adverse change in the condition (financial or otherwise), operations, assets, properties, affairs, liabilities, capitalization, business, results of operations, cash flows or prospects of cannÖgen ;

(v) not commit to nor make any capital expenditures or work programs outside of the ordinary course of business except with the express prior written consent of the Purchaser;

(vi) outside the ordinary course of conducting its business, not create, incur or assume any indebtedness or create any Encumbrance or guarantee or otherwise become liable for the obligations of any other Person or make any loans or advances to any Person and shall ensure that there are no advances taken under any facility, except with the prior written consent of the Purchaser;

(vii) not declare or pay any dividends on the Subject Shares, issue, redeem or repurchase any units in the capital of cannÖgen, except pursuant to the conversion of the Debenture as provided herein or make payments or any other distributions of cash, assets or otherwise in respect of the securities of cannÖgen ;

(viii) outside the ordinary course of conducting its Business, not hire or terminate any employees, officers, directors or consultants without the prior express written consent of the Purchaser;

(ix) maintain the books, records and accounts of cannÖgen in the ordinary course of the Business and record all transactions on a basis consistent with IFRS;

(x) other than the removal of transfer restrictions from its articles of incorporation, not take any action to amend its constating documents or its by-laws; and

(xi) outside of the ordinary course of business not, directly or indirectly, without the prior written consent the Purchaser terminate or enter into or amend any cannÖgen Material Contracts or material permits, licenses, leases or other similar instruments.

(e) Regulatory Consents. cannÖgen shall use its best efforts to obtain, at or prior to the Closing Date, from all appropriate federal, provincial, state, municipal or other Governmental Body, the licenses, permits, consents, approvals, certificates, registrations and authorizations required to effect the transactions contemplated herein. cannÖgen will with reasonable diligence do all such things and provide all such information, documents and reasonable assurances as may be required to obtain the approval of applicable regulatory authorities, including the TSXV, to the transactions contemplated in this Agreement.

(f) Transfer of Shares. On or before the Closing Date, cannÖgen shall take, all necessary steps and corporate proceedings to be taken in order to permit the Subject Shares to be duly transferred to the Purchaser, free and clear of all Encumbrances.

(g) Promissory Notes. On or before the Closing Date, cannÖgen shall obtain and delivery duly executed Lock-Up Purchase Agreements from each Promissory Note Holder and take all necessary corporate proceedings in order to give effect to the transfer of the Promissory Notes as provided for in the Lock-Up Purchase Agreements.

(h) Conditions of Closing. cannÖgen shall use its commercially reasonable efforts to cause all of the conditions precedent for the benefit of cannÖgen or the Purchaser to be fulfilled on or before the Closing Date, and as soon as reasonably practicable.

(i) Other Proposals. cannÖgen will not accept, solicit, initiate or encourage proposals or offers from any other party relating to the acquisition or disposition of all or any part of cannÖgen's issued or unissued shares, properties or other assets or furnish to any such entity or Person any information in connection therewith.

Section 5.2 Vendor Covenants.

Each of the Vendors covenants and agrees with the Purchaser as set forth below:

(a) Representations and Warranties. Each Vendor shall:

(i) take all action within its control to ensure that its representations and warranties hereunder are true and correct at the time indicated for such representations and warranties; and

(ii) promptly advise the Purchaser of any facts that come to its attention which would cause any of its representations and warranties herein to be untrue in any material respect.

(b) Regulatory Consents. Each Vendor shall with reasonable diligence do all such things and provide all such information, documents and reasonable assurances as may be required to obtain the approval of applicable regulatory authorities, including the TSXV, to the transactions contemplated in this Agreement.

(c) Transfer of Shares. On or before the Closing Date, each Vendor shall take, all necessary steps and proceedings to be taken in order to permit the Subject Shares to be duly transferred to the Purchaser, free and clear of all Encumbrances.

(d) Conditions of Closing. Each Vendor shall use their commercially reasonable efforts to cause all of the conditions precedent for the benefit of the Vendors or the Purchaser to be fulfilled on or before the Closing Date, and as soon as reasonably practicable.

(e) RMR Securities. Each Vendor acknowledges and agrees to be bound by and comply with all of the policies, rules and by-laws of the TSXV in regard to the RMR Shares and to comply with all applicable laws and Securities Laws in respect of the trading of the RMR Shares and securities, as applicable, including without limitation, applicable resale restrictions and escrow rules.

(f) Other Proposals. Each Vendor will not accept, solicit, initiate or encourage proposals or offers from any other party relating to the acquisition or disposition of all or any part cannÖgen's issued or unissued securities, properties or other assets or furnish to any such entity or Person any information in connection therewith.

Section 5.3 Purchaser Covenants.

The Purchaser covenants and agrees with the Vendors as set forth below.

(a) RMR Matters. RMR shall:

(i) use its commercially reasonable efforts to:

(A) appoint Larry McCleary to the board of directors of the Purchaser; and

(B) change of name of RMR to "cannÖgen Biosciences, Inc." or if such name is not available or cannot be registered for whatever reason, such other name as its board of directors and subject to applicable regulatory approval, determine to be appropriate.

(ii) use all commercially reasonable efforts and do all things necessary or reasonably desirable on its part to facilitate the implementation of the Transaction and all related matters in connection therewith, including, without limiting the generality of the foregoing, applying for, obtaining and/or effecting as applicable: (i) the approval of the TSXV for Share Exchange and for the listing of the RMR Shares; and (ii) obtaining such other consents, orders or approvals as counsel to cannÖgen and RMR may advise are necessary or desirable to be obtained for the implementation of the Transaction, and preparing and delivering all necessary documents in connection therewith.

(b) Representations and Warranties. RMR shall:

(i) take all action within its control to ensure that its representations and warranties hereunder are true and correct at the time indicated for such representations and warranties; and

(ii) promptly advise cannÖgen of any facts that come to its attention which would cause any of its representations and warranties herein to be untrue in any material respect.

(c) Conduct of Business. RMR shall:

(i) carry on its business in the ordinary course until the Closing;

(ii) not take any action which is out of the ordinary course of it business without the prior express written consent of cannÖgen ;

(iii) preserve and protect the rights of the Purchaser under the Purchaser Material Contracts;

(iv) promptly advise cannÖgen in writing of any material adverse change in the condition (financial or otherwise), operations, assets, properties, affairs, liabilities, capitalization, business, results of operations, cash flows or prospects of the Purchaser;

(v) not commit to nor make any capital expenditures or work programs outside of the ordinary course of business except with the express prior written consent of cannÖgen;

(vi) not create, incur or assume any indebtedness or otherwise become liable for the obligations of any other Person or make any loans or advances to any Person and shall ensure that there are no advances taken under any facility, except with the prior written consent of cannÖgen;

(vii) not declare or pay any dividends on the RMR Shares, issue, redeem or repurchase any shares in the capital of the Purchaser other than as contemplated herein or pursuant to the Management Options or Agents' Warrants or make payments or any other distributions of cash, assets or otherwise in respect of the securities of the Purchaser;

(viii) maintain the books, records and accounts of the Purchaser in the ordinary course of business and record all transactions on a basis consistent with IFRS;

(ix) not hire or terminate any employees, officers, directors or consultants without the prior express verbal or written consent of cannÖgen;

(x) not take any action to amend its constating documents or its by-laws; and

(xi) not, directly or indirectly, without the prior written consent cannÖgen terminate or enter into or amend any Purchaser Material Contracts, permits, licenses, leases or other similar instruments.

(d) Regulatory Consents. The Purchaser shall use its best efforts to obtain at or prior to the Closing Date, from all appropriate federal, provincial, state, municipal or other Governmental Body, the licenses, permits, consents, approvals, certificates, registrations and authorizations required to effect the transactions contemplated herein, including, without limitation, the approval of the TSXV, as required. The Purchaser will with reasonable diligence do all such things and provide all such information, documents and reasonable assurances as may be required to obtain the approval of applicable regulatory authorities, including the TSXV, to the transactions contemplated in this Agreement.

(e) Condition of Closing. The Purchaser shall use its commercially reasonable efforts to cause each of the conditions precedent for the benefit of the Vendors to be fulfilled on or before the Closing Date or as soon as reasonably practicable.

Section 5.4 Party Covenants.

Each of the Parties covenants and agrees with each other from the date hereof to the Closing Date, as set forth below:

(a) Confidentiality. Except as otherwise provided herein or otherwise agreed to in writing by the Parties, the Parties agree that the subject matter of this Agreement and the related negotiations shall be and remain confidential and shall not be disclosed to any Person, except (i) where required by law, regulatory authorities, or the TSXV and (ii) disclosure to professional advisors with a need to know for the purposes contemplated in this Agreement.

(b) Closing Date. The Parties agree to use reasonable commercial efforts to complete the transactions contemplated herein at the earliest practicable date, subject to the satisfaction of all conditions precedents.

(c) U.S. Tax Matters. For U.S. federal income tax purposes no Vendor will recognize any gain or loss in connection with the sale of their Subject Shares to the Purchaser, except to the extent that any Vendor receives cash or property other than RMR Shares.

ARTICLE 6
CONDITIONS PRECEDENT

Section 6.1 Mutual Conditions

The obligation of the Parties to complete the purchase and sale of the Subject Shares contemplated by this Agreement shall be subject to the satisfaction of, or compliance with, on or before the Closing Date, the conditions set forth below (which are hereby acknowledged to be inserted for the mutual benefit of the Purchaser and the Vendors and may be waived by the Purchaser and the Vendors in whole or in part):

(a) Approvals and Consents. All required approvals, consents, authorizations and waivers relating to the consummation of the transactions hereby contemplated shall have been obtained from all relevant Governmental Bodies and the TSXV.

(b) Statutory Restrictions. There shall be no impediment, prohibition or restriction existing at the Closing Date to, and no offence would occur or result under any applicable statute or regulation to which the transactions contemplated hereby would be subject to by, the Closing of the transactions contemplated hereby.

(c) Private Placement. All conditions to completion of the Private Placement have been met on or before Closing.

Section 6.2 Purchaser's Conditions.

The obligation of the Purchaser to complete the purchase and sale of the Subject Shares contemplated by this Agreement shall be subject to the satisfaction of, or compliance with, on or before the Closing Date, the conditions set forth below (which are hereby acknowledged to be inserted for the exclusive benefit of the Purchaser and may be unilaterally waived by the Purchaser in whole or in part):

(a) Truth and Accuracy of Representations. All of the representations and warranties of the Vendors and cannÖgen set forth in this Agreement shall be true and correct on the Closing Date (except to the extent such representation and warranties speak as of an earlier date, the accuracy of which will be determined as of that specified date) with the same force and effect as though

made on the Closing Date except to the extent affected by the transactions contemplated by this Agreement.

(b) Compliance with Agreement. All of the terms, covenants, agreements and conditions of this Agreement to be complied with or performed by the Vendors and cannÖgen on or before the Closing Date shall have been complied with or performed.

(c) Exemption from Prospectus and Registration Requirements. The Share Exchange shall be completed as an "exempt take-over bid" under Securities Laws and as a private offering under the U.S. Securities Act and the purchase of the Promissory Notes shall be completed pursuant to exemptions from the prospectus and registration requirements under applicable securities laws.

(d) No Restrictions. No action or proceeding, judicial (at law or in equity) or extra-judicial shall be pending or threatened by any Person to enjoin, restrict or prohibit:

(i) the purchase and sale contemplated hereby or the Purchaser's subsequent ownership, use, or enjoyment of the Subject Shares or the Promissory Notes; or

(ii) the right of cannÖgen or the Purchaser from and after the Closing Date to conduct and develop the Business.

(e) No Material Adverse Change. Between the date hereof and the Closing Date, there shall not have occurred any material change, change of material fact or any development that could result in a material adverse change or adverse change of material fact in the condition (financial or otherwise), operations, assets, properties, affairs, liabilities, capitalization, business, results of operations, cash flows or prospects of cannÖgen.

(f) Escrow Agreements. Each of the Vendors, as required by the TSXV, shall have entered into an escrow agreement in respect of the RMR Shares issued to them pursuant to the terms hereof and comply with any other escrow requirements of the TSXV.

(g) Lock-Up Agreements. Each of the Promissory Note Holders shall have entered into a Lock-up Purchase Agreement and executed all necessary documents related thereto.

(h) Receipt of Closing Documentation. The Purchaser shall have received:

(i) certificates of each of the Vendors and two senior officers of cannÖgen certifying the accuracy of the items set forth in Section 6.2(a),(b) and (e) in form and substance reasonably satisfactory to the Purchaser;

(ii) a certified copy of a resolution of the directors of cannÖgen consenting to the transfer of the Subject Shares to the Purchaser and authorizing the registration of the transfer of the Subject Shares on the registers of cannÖgen and authorising the execution, delivery and performance of this Agreement, including all contracts, agreements, instruments, certificates and other documents required by this Agreement to be delivered to the Purchaser;

(iii) stock transfer powers duly executed in blank or duly executed instruments of transfer for the Subject Shares, and all such other assurances, consents and other documents as the Purchaser may reasonably request to effectively transfer to the Purchaser title to the Subject Shares free and clear of all Encumbrances;

(iv) duly executed copies of the Lock-up Purchase Agreements authorizing the transfer of Promissory Notes and all other deliverables pursuant thereto;

(v) an executed U.S. Investor Questionnaire in the form set forth in Schedule "C" attached to this Agreement, for each Vendor that is a U.S. Vendor;

(vi) in respect of cannÖgen:

(A) a certificate of status or its equivalent under the laws of the jurisdiction governing its corporate existence;

(B) a certificate of incumbency; and

(C) a certified copy of its constating documents; and

(vii) all contracts, agreements, instruments, certificates and other documents required by this Agreement to be delivered by the Corporate Vendor; and

(viii) such other certificates or documents as the Purchaser may reasonably require.

Section 6.3 Vendors' Conditions.

The obligation of the Vendors to complete the sale of the Subject Shares contemplated by this Agreement shall be subject to the satisfaction of, or compliance with, on or before the Closing Date, the conditions set forth below (which is hereby acknowledged to be inserted for the exclusive benefit of the Vendors and may be waived by the Vendors in whole or in part).

(a) Truth and Accuracy of Representations. All of the representations and warranties of the Purchaser set forth in this Agreement shall be true and correct on the Closing Date (except to the extent such representation and warranties speak as of an earlier date, the accuracy of which will be determined as of that specified date) with the same force and effect as though made on the Closing Date.

(b) Compliance with Agreement. All of the terms, covenants, agreements and conditions of this Agreement to be complied with or performed by the Purchaser on or before the Closing Date shall have been complied with or performed.

(c) Exemption from Prospectus and Registration Requirements. The Share Exchange shall be completed as an "exempt take-over bid" under Securities Laws and as a private offering under the U.S. Securities Act.

(d) No Material Adverse Change. Between the date hereof and the Closing Date, there shall not have occurred any material change, change of material fact or any development that could result in a material adverse change or adverse change of material fact in the condition (financial or otherwise), operations, assets, properties, affairs, liabilities, capitalization, business, results of operations, cash flows or prospects of the Purchaser.

(e) Statutory Restrictions. There shall be no impediment, prohibition or restriction existing at the Closing Date to, and no offence would occur or result under any applicable statute or regulation to which the transactions contemplated hereby would be subject to by, the Closing of the transactions contemplated hereby.

(f) Closing Documentation. The Vendors shall have received:

(i) a certificate of two senior officers of the Purchaser certifying the accuracy of the items set forth in Section 6.3(a), (b) and (d);

(ii) a certified copy of a resolution of the directors of the Purchaser consenting to the purchase of the Subject Shares and the issuance of the RMR Shares, and authorising the execution, delivery and performance of this Agreement, including all contracts, agreements, instruments, certificates and other documents required by this Agreement to be delivered to the Vendors.

(iii) Certificates or other evidence representing the RMR Shares issuable pursuant to the terms hereto;

(iv) in respect of the Purchaser :

(A) a certificate of status or its equivalent under the laws of the jurisdiction governing its corporate existence;

(B) a certificate of incumbency; and

(C) a certified copy of its constating documents;

(v) such other certificates or documents as the Vendors may reasonably require.

Section 6.4 Rights of Purchaser.

If any of the conditions for the exclusive benefit of the Purchaser as set forth in Section 6.2 shall not have been fulfilled on or prior to the Closing Date to the satisfaction of the Purchaser, the Purchaser shall be entitled, by notice to the Vendors prior to time of completion of Closing:

(a) to terminate their obligations hereunder and this Agreement effective as of the time of such notice;

(b) to extend the Closing Date for such period as determined by the Purchaser; or

(c) to proceed with Closing in accordance with Section 2.5 .

If no such notice is given prior to the completion of Closing, the Purchaser shall be deemed to have elected to proceed with Closing in accordance with Section 2.5.

Section 6.5 Rights of Vendors.

If any of the conditions for the exclusive benefit of the Vendors set forth in Section 6.3 shall not have been fulfilled onor prior to the Closing Date to the satisfaction of the Vendors, the Vendors shall be entitled, by notice to the Purchaser prior to the time of completion of Closing:

(a) to terminate their obligations hereunder and this Agreement effective as of the time of such notice;

(b) to extend the Closing Date for such period as determined by the Vendors; or

(c) to proceed with Closing in accordance with Section 2.5.

If no such notice is given prior to the completion of Closing, the Vendors shall be deemed to have elected to proceed with Closing in accordance with Section 2.5.

ARTICLE 7
INJUNCTIVE RELIEF

Section 7.1 Injunctive Relief.

Each of the Purchaser, Vendors and cannÖgen acknowledges that breach by any Party hereto of the covenants contained herein may cause irreparable harm to the other parties, which may not be compensable through monetary damages. Each of the parties hereto, therefore, hereby acknowledges that any Party may enforce such covenants through injunctive relief without the necessity of proving damages.

ARTICLE 8
INDEMNIFICATION

Section 8.1 Vendor Indemnification.

(a) Each of the Vendors and cannÖgen hereby jointly and severally agrees to defend, indemnify and save harmless the Purchaser and its officers, directors, employees and agents (each a "**Purchaser Indemnified Party**" for the purpose of this Article 8) from and against any losses, liabilities, obligations, damages, penalties, claims, actions, suits, costs and expenses of any nature whatsoever, other than with respect to Taxes, liability for which shall be governed solely by Section 8.1(c), arising out of, under or pursuant to any of the following:

(i) any or all debts, liabilities, contracts or engagements whatsoever, existing on the Closing Date and not disclosed on or included in the balance sheet forming part of the cannÖgen Financial Statements, save and except those liabilities expressly and plainly disclosed in this Agreement or any Schedule;

(ii) any breach by the Vendors or cannÖgen of or any inaccuracy of any representation or warranty contained in this Agreement or in any agreement, instrument, certificate or other document delivered by the Vendors or cannÖgen pursuant hereto; and

(iii) any breach or non-performance by the Vendors or cannÖgen of any covenant to be performed by it that is contained in this Agreement or in any agreement, certificate or other document delivered pursuant hereto.

(b) Each Vendor hereby severally but not jointly and severally agrees to indemnity and save harmless the Purchaser Indemnified Parties from all losses, liabilities, obligations, damages, penalties, claims, actions, suits, costs and expenses of any nature whatsoever, other than with respect to Taxes, liability for which shall be governed solely by Section 8.1(c), arising out of, under or pursuant to any failure of such Vendor to transfer good and valid title to the Subject Shares owned by such Vendor, as set forth opposite their name in Schedule "A" hereto, to the Purchaser, free and clear of all Encumbrances.

(c) cannÖgen and each Vendor hereby jointly and severally agree to indemnify and save harmless the Purchaser for any Taxes payable with respect to the Business for any Pre-Closing Tax Period.

Section 8.2 Purchaser Indemnification.

(a) The Purchaser agrees to indemnify and save harmless each Vendor (a "**Vendor Indemnified Party**", for the purpose of this Article 8) from and against any losses, liabilities, obligations, damages, penalties, claims, actions, suits, costs and expenses of any nature whatsoever, other than with respect to Taxes, liability for which shall be governed solely by Section 8.2(b), arising out of, under or pursuant to any of the following:

(i) any breach by the Purchaser of any of the representations and warranties ascribed to the Purchaser herein or any inaccuracy of any representation or warranty contained in this Agreement or in any agreement, instrument, certificate or other document delivered pursuant hereto; and

(ii) any breach or non-performance by the Purchaser of any covenant to be performed by it that is contained in this Agreement or in any agreement, certificate or other document delivered pursuant hereto.

(b) The Purchaser agrees to indemnify and save harmless each Vendor Indemnified Party for any Taxes of the Purchaser payable for any Pre-Closing Tax Period.

Section 8.3 Notice of Claim.

In the event that a Purchaser Indemnified Party or a Vendor Indemnified Party, as applicable (an "**Indemnified Party**", for the purpose of this Article 8) shall become aware of any claim, proceeding or other matter (a "**Claim**", for the purpose of this Article 8) in respect of which the Vendors, cannÖgen or the Purchaser (the "**Indemnifying Party**", for the purpose of this Article 8) agreed to indemnify the Indemnified Party pursuant to this Agreement, the Indemnified Party shall promptly give written notice thereof to the Indemnifying Party. Such notice shall specify whether the Claim arises as a result of a claim by a person against the Indemnified Party (a "**Third Party Claim**", for the purpose of this Article 8) or whether the Claim does not so arise (a "**Direct Claim**", for the purpose of this Article 8), and shall also specify with reasonable particularity (to the extent that the information is available) the factual basis for the Claim and the amount of the Claim, if known.

Section 8.4 Direct Claims.

With respect to any Direct Claim, following receipt of notice from the Indemnified Party of the Claim, the Indemnifying Party shall have 60 days to make such investigation of the Claim as is considered necessary or desirable. For the purpose of such investigation, the Indemnified Party shall make available to the Indemnifying Party the information relied upon by the Indemnified Party to substantiate the Claim, together with all such other information as the Indemnifying Party may reasonably request. If both parties agree at or prior to the expiration of such 60 day period (or any mutually agreed upon extension thereof) to the validity and amount of such Claim, the Indemnifying Party shall immediately pay to the Indemnified Party the full agreed upon amount of the Claim, failing which, unless otherwise agreed to by the Parties in writing, the matter shall be referred to binding arbitration in such manner as the parties may agree or shall be determined by a court of competent jurisdiction.

Section 8.5 Third Party Claims.

With respect to any Third Party Claim, the Indemnifying Party shall have the right, at its expense, to participate in or assume control of the negotiation, settlement or defence of the Claim and, in such event, the Indemnifying Party shall reimburse the Indemnified Party for all the Indemnified Party's reasonable out-of-pocket expenses as a result of such participation or assumption. If the Indemnifying Party elects to assume such control, the Indemnified Party shall have the right to participate in the negotiation, settlement or defence of such Third Party Claim and to retain counsel to act on its behalf, provided that the fees and disbursements of such counsel shall be paid by the Indemnified Party unless the Indemnifying Party consents to the retention of such counsel or

unless the named parties to any action or proceeding include both the Indemnifying Party and the Indemnified Party and a representation of both the Indemnifying Party and the Indemnified Party by the same counsel would be inappropriate due to the actual or potential differing interests between them (such as the availability of different defences). If the Indemnifying Party, having elected to assume such control, thereafter fails to defend the Third Party Claim within a reasonable time, the Indemnified Party shall be entitled to assume such control, and the Indemnifying Party shall be bound by the results obtained by the Indemnified Party with respect to such Third Party Claim. If any Third Party Claim is of a nature such that the Indemnified Party is required by applicable law to make a payment to any person (a "**Third Party**") with respect to the Third Party Claim before the completion of settlement negotiations or related legal proceedings, the Indemnified Party may make such payment and the Indemnifying Party shall, forthwith after demand by the Indemnified Party, reimburse the Indemnified Party for such payment. If the amount of any liability of the Indemnified Party under the Third Party Claim in respect of which such payment was made, as finally determined, is less than the amount that was paid by the Indemnifying Party to the Indemnified Party, the Indemnified Party shall, forthwith after receipt of the difference from the Third Party, pay the amount of such difference to the Indemnifying Party.

Section 8.6 Settlement of Third Party Claims.

If the Indemnifying Party fails to assume control of the defence of any Third Party Claim, the Indemnified Party shall have the exclusive right to contest, settle or pay the amount claimed. Whether or not the Indemnifying Party assumes control of the negotiation, settlement or defence of any Third Party Claim, the Indemnifying Party shall not settle any Third Party Claim without the written consent of the Indemnified Party, which consent shall not be unreasonably withheld or delayed.

Section 8.7 Limitations on Indemnification

Notwithstanding any other provision of this Agreement:

(a) Deductible. No Claim shall be permitted unless the amount of loses, liabilities, obligations, damages, penalties, claims, actions, suits, costs and expenses of any and all otherwise-permitted Claims shall exceed $25,000, and in that case only the amount in excess of $25,000 shall be permitted.

(b) Cap. The maximum amount payable for Claims by the Vendors and cannogen together as Indemnifying Parties is $250,000, and the maximum amount payable for Claims by the Purchaser as an Indemnifying Party is $250,000. For avoidance of doubt, the Parties stipulate that a claim of common law fraud need not be limited to that amount.

(c) Exclusive Remedies. The rights and remedies provided for in Articles 7 and 8 of this Agreement are the sole rights and remedies of the Parties for any and all claims at law or in equity arising under or in respect of this Agreement or any of the transactions contemplated by this Agreement, except that a claim of common law fraud may be asserted in any court with jurisdiction. All other rights and remedies that might otherwise exist by reason of the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated thereby are hereby waived by all Parties.

ARTICLE 9
GENERAL

Section 9.1 Notices.

Any notice or other writing required or permitted to be given hereunder or for the purposes hereof to any Party shall be sufficiently given if delivered personally or by email to such Party:

(a) in the case of a notice to the Individual Vendor:

481 Alpine View
Incline Village, NV, USA 89101
Attention: Don Hagans
Email: don.hagans@cannogen.com

(b) in the case of a notice to the Corporate Vendor:

481 Alpine View
Incline Village, NV, USA 89101

Attention: Larry McCleary
Email: elm481@gmail.com

(c) in the case of a notice to the Purchaser at:

RMR Science Technologies Inc.
4-3300 157A St.
Surrey, British Columbia, V3Z 2P2

Attention: Rob Hutchison
Email: rbhutch@me.com

with a copy to Purchaser's solicitors at:

Borden Ladner Gervais LLP
1900, 520-3rd Ave S.W.
Calgary, AB T2P 0R3

Attention: Melinda Park
Email: mpark@blg.com

(d) in the case of a notice to cannÖgen :

cannÖgen Biosciences, Inc.

481 Alpine View
Incline Village, NV, USA 89101

Attention: Don Hagans
Email: don.hagans@cannogen.com

with a copy to cannÖgen 's Counsel:

Fasken Martineau DuMoulin LLP
3400, 250-7th Avenue SW
Calgary, AB T2P 3N9
Attention: Adrienne O'Reilly
Email: aoreilly@fasken.com
Attention: Peter Vogel
Email: pvogel@gardere.com

or at such other address as the party to whom such writing is to be given shall have last notified to the party giving the same in the manner provided in this Section 9.1. Any notice delivered to the party to whom it is addressed hereinbefore provided shall be deemed to have been given and received on the day it is so delivered at such address, provided that if the notice is delivered after 5:00 p.m. (local time) or if such day is not a Business Day then the notice shall be deemed to have been given and received on the Business Day next following such day

Section 9.2 Further Assurances.

The parties shall provide all such reasonable assurances as may be required to consummate the transactions contemplated hereby, and each Party shall provide such further documents or instruments required by any other Party as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions, whether before or after Closing.

Section 9.3 Expenses.

Unless otherwise specifically provided herein, the Purchaser, on the one hand, and the Vendors and cannÖgen, on the other hand, will be responsible for their own expenses in connection with all matters referred to herein.

Section 9.4 Counterparts.

This Agreement may be executed in one or more counterparts and by facsimile, which so executed shall constitute an original and all of which together shall constitute one and the same agreement.

Section 9.5 Waiver.

No waiver of any of the provisions of this Agreement shall be valid unless it is in writing. No such waiver shall constitute nor be deemed to constitute a waiver of any other provision (whether or not similar) nor shall such waiver constitute a continuing waiver unless expressly so provided.

Section 9.6 Applicable Law.

This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein and the parties hereby irrevocably submit to the jurisdiction of the courts of the Province of British Columbia for all matters arising out of or in connection with this Agreement or any of the transactions contemplated hereby.

Section 9.7 Severability.

Any Article, Section, Subsection, Schedule or other subdivision or any other provision of this Agreement which is, is deemed to be, or becomes void, illegal, invalid or unenforceable shall be severable herefrom and ineffective to the extent of such voidability, illegality, invalidity or unenforceability, and shall not invalidate, affect or impair the remaining provisions hereof, which provisions shall be severable from any void, illegal, invalid or unenforceable Article, Section, Subsection, Schedule or other subdivision or provision hereof.

Section 9.8 Time of Essence.

Time shall be of the essence in this Agreement.

[*Remainder of page intentionally left blank – Signature page follows*]

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

RMR SCIENCE TECHNOLOGIES INC.	**cannÖgen BIOSCIENCES, INC.**
By: *"Robin Hutchison"* Authorized Signatory	By: *"Donald F. Hagans"* Authorized Signatory

VITEXXA LLC

By: *"Edward L. McCleary"*
Authorized Signatory

"Sylvain Desrosiers"	*"Donald F. Hagans"*
WITNESS to the signature of DONALD F. HAGANS	**DONALD F. HAGANS**

SCHEDULE "A"

VENDOR SHARE REGISTER

Name	Shares
Donald F. Hagans	2,500,000 common shares
Vitexxa LLC	5,000,000 common shares

SCHEDULE "B"

cannÖgen MATERIAL CONTRACTS

Other than agreements entered into in the ordinary course of business, the following are the material contracts to which cannÖgen is a party:

1. License agreement dated April 14, 2018, as amended on July 31, 2018, December 26, 2018, February 26, 2019 and May 29, 2019, between Dr. Larry McCleary, as licensor, and cannÖgen, as licensee, (the "**McCleary License**") providing cannÖgen with an exclusive, perpetual right and license to the compounds, methods or systems, and any formulations utilizing McCleary Patent – US 8,703,209, McCleary Patent – US 6,964,969, McCleary Patent – US 6,579,886 and McCleary Patent – US 8,202,512 and the know-how related to such patents. The McCleary License further grants cannÖgen an exclusive, royalty-free license under Dr. Edward Larry McCleary's right, title and interest in the following trademarks: "CANNOGEN", "PHUEL" and "CANNABICORE", which trademark applications are currently pending. The McCleary License contains a cover memorandum of understanding which provides cannÖgen with the exclusive option and right to activate the license agreement by providing the licensor with the following consideration: (a) the completion of a going public transaction of cannÖgen on a recognized stock exchange in Canada; and (b) the raising of capital in the aggregate amount of $2,500,000 for the going public transaction. The McCleary License was amended pursuant to a number of amending agreements which, among other things, extended the term for activating the McCleary License to July 15, 2019.

2. License agreement dated April 14, 2018, as amended on July 31, 2018, December 26, 2018, February 26, 2019 and May 29, 2019, between McCleary Scientific dba of Vitexxa, LLC and Dr. Larry McCleary, as licensors, and cannÖgen, as licensee, (the "M**cCleary Scientific License**") providing cannÖgen with an exclusive, worldwide right and license to market, use, sell, offer to sell, export and sublicense ingestible products branded as, "LUCIDAL", "BONEXID", "VITALOSS" and the book(s) written by Dr. Larry McCleary and other formulated products including Cal/D and Omega3, and to reference patents relating to such products and access trade secrets of the licensor. cannÖgen will pay the licensor 49% of the net profit realized by cannÖgen from the sales of the aforementioned branded products (for the purpose of determining such fee, net profit will be calculated as gross sales revenue from such branded products less all customary, necessary and reasonable commercial expenses, including marketing, manufacturing and distribution costs, incurred by cannÖgen in connection with the sale of such products). The McCleary Scientific License has a term of 10 years with automatic renewals at the option of cannÖgen every five years. The McCleary Scientific License can be terminated by the licensor if cannÖgen does not sell US$500,000 of products during the five year period from the License commencement date. The McCleary Scientific License contains a cover memorandum of understanding which provides cannÖgen with the exclusive option and right to activate the license agreement by providing the licensor with the following consideration: (a) the completion of a going public transaction of cannÖgen on a recognized stock exchange in Canada; and (b) the raising of capital in the aggregate amount of $2,500,000 for the going public transaction. The McCleary Scientific License was amended pursuant to a number of amending agreements which, among other things, extended the term for activating the McCleary Scientific License to July 15, 2019.

3. License agreement dated May 15, 2018, as amended July 31, 2018, December 26, 2018, February 26, 2019 and May 29, 2019, between Infusion Biosciences, Inc., as licensor, and cannÖgen, as licensee, (the "**Infusion License**") providing cannÖgen with the exclusive right and license to the licensor's compounds, methods or systems, and any formulation utilizing the proprietary Aqueous Phytorecovery Process know-how and all patents formally requested by the licensor relating to the foregoing for an initial 10-year term with a 10 year right of extension. The Infusion License further provides cannÖgen with an exclusive, royalty-free license to use any trademarks of the licensor in connection with the commercialization of medical condition or general health use products. cannÖgen agreed to pay the licensor a minimum annual license fee of US$140,000, with an annual royalty of 4% (to be offset against minimum annual license fee). The Infusion License contains a cover memorandum of understanding which provides cannÖgen with the exclusive option and right to activate the license agreement by providing the licensor with the following consideration: (a) cannÖgen completing a transaction whereby the McCleary License becomes effective; and (b) the raising of capital in the aggregate amount of $2,500,000 for the going public transaction. The Infusion License was amended pursuant to a number of amending agreements which, among other things, extended the term for activating the Infusion License to July 15, 2019.

4. License agreement dated May 15, 2018 as amended July 31, 2018, December 26, 2018, February 26, 2019 and May 29, 2019, between Micronutrients Technologies, Inc., as licensor, and cannÖgen, as licensee, (the "**Micronutrients License**") providing cannÖgen with an exclusive right and license to any and all of licensor's compounds, methods or systems, and any formulation utilizing the licensor's Soluble Minerals Process know-how and patent rights related to the formulation production and use of products formulated for humans or animals: (i) as a drug/pharmaceutical for humans following approval under the New Drug Application process of the FDA (limited to products intended for use in the diagnosis, cure, mitigation, treatment or prevention of bone and/or muscle disease or damage), such use right being conditional on the commencement of a clinical trial, establishing the product's safety and effectiveness within two (2) years from license activation; and (ii) as a medical food and foods for special dietary needs for humans. The license agreement provides cannÖgen with an exclusive, royalty-free license to all trademarks in connection with the commercialization of medical condition or general health use products. The license agreement also provides cannÖgen with a non-exclusive license to all other use rights for the products, in particular, general health. This license agreement has a term of 10 years with a 10 year right of extension. cannÖgen has agreed to pay the licensor a minimum annual license fee of US$80,000, with an annual royalty of 4% (to be offset against the minimum annual license fee). This license agreement contains a cover memorandum of understanding which provides cannÖgen with the exclusive option and right to activate the license agreement by providing the licensor with the following consideration: (a) cannÖgen completing a transaction whereby by McCleary License becomes effective; and (b) the raising of capital in the aggregate amount of $2,500,000 for the going public transaction. The Micronutrients License was amended pursuant to a number of amending agreements which, among other things, extended the term for activating the Micronutrients License to July 15, 2019.

5. License agreement dated May 15, 2018 as amended July 31, 2018, December 26, 2018, February 26, 2019 and May 29, 2019, between Dr. Arup Sen, as licensor, and cannÖgen, as licensee, (the "**Sen License**") providing cannÖgen with an exclusive right and license

to any and all of licensor's compounds, methods or systems, and any formulation utilizing the licensor's proprietary process that allows complex liquid formulations to be delivered from a soluble capsule and the patent rights related thereto: (i) as a drug/pharmaceutical for humans following approval under the New Drug Application process of the FDA (limited to products intended for use in the diagnosis, cure, mitigation, treatment or prevention of bone and/or muscle disease or damage), such use right being conditional on the commencement of a clinical trial establishing the product's safety and effectiveness within two (2) years from license activation; and (ii) as a medical food and foods for special dietary needs for humans. The license agreement provides cannÖgen with an exclusive, royalty-free license to all trademarks in connection with the commercialization of products. The license agreement also provides cannÖgen with a non-exclusive license to all other use rights for the products, in particular, for general health. The licensor is currently in the process of obtaining patent rights for this process. This license agreement has a term of 10 years with a 10 year right of extension. cannÖgen has agreed to pay the licensor a minimum annual license fee of US$40,000, with an annual royalty of 2% (to be offset against the minimum annual license fee). This license agreement contains a cover memorandum of understanding which provides cannÖgen with the exclusive option and right to activate the license agreement by providing the licensor with the following consideration: (a) cannÖgen completing a transaction whereby by McCleary License becomes effective; and (b) the raising of capital in the aggregate amount of $2,500,000 for the going public transaction. The Sen License was amended pursuant to a number of amending agreements which, among other things, extended the term for activating the Sen License to July 15, 2019.

SCHEDULE "C"

US INVESTOR QUESTIONNAIRE

In connection with the undersigned's acquisition of _____ Class "A" Common Shares (the "**Securities**") of RMR Science Technologies Inc., a company existing under the laws of the Province of British Columbia (the "**Purchaser**"), pursuant to a Share Exchange Agreement dated May 30, 2019, the undersigned hereby represents, warrants and certifies to the Purchaser that:

(Capitalized terms not defined in this Schedule D have the meaning assigned to them in the Share Exchange Agreement which this Schedule D forms a part.)

1. The undersigned is an "accredited investor," as such term is defined in Rule 501(a) of Regulation D under the U.S. Securities Act of 1933, as amended ("**U.S. Securities Act**"), by satisfying one or more of the categories indicated below (**PLEASE PLACE YOUR INITIALS ON THE APPROPRIATE LINE(S)**):

_____	Category 1.	A bank, as defined in Section 3(a)(2) of the U.S. Securities Act, whether acting in its individual or fiduciary capacity; or
_____	Category 2.	A savings and loan association or other institution as defined in Section 3(a)(5)(A) of the U.S. Securities Act, whether acting in its individual or fiduciary capacity; or
_____	Category 3.	A broker or dealer registered pursuant to Section 15 of the United States Securities Exchange Act of 1934, as amended; or
_____	Category 4.	An insurance company as defined in Section 2(13) of the U.S. Securities Act; or
_____	Category 5.	An investment company registered under the United States Investment Company Act of 1940, as amended; or
_____	Category 6.	A business development company as defined in Section 2(a)(48) of the United States Investment Company Act of 1940, as amended; or
_____	Category 7.	A small business investment company licensed by the U.S. Small Business Administration under Section 301 (c) or (d) of the United States Small Business Investment Act of 1958, as amended; or
_____	Category 8.	A plan established and maintained by a state, its political subdivisions or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, with total assets in excess of U.S. $5,000,000; or
_____	Category 9.	An employee benefit plan within the meaning of the United States Employee Retirement Income Security Act of 1974, as amended, in which the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company or registered investment adviser, or an employee benefit plan with total assets in excess of U.S. $5,000,000 or, if a self-directed plan, with investment decisions made solely by persons who are accredited investors; or

_____ Category 10. A private business development company as defined in Section 202(a)(22) of the United States Investment Advisers Act of 1940, as amended; or

_____ Category 11. An organization described in Section 501(c)(3) of the United States Internal Revenue Code of 1986, as amended, a corporation, a Massachusetts or similar business trust, or a partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of U.S. $5,000,000; or

_____ Category 12. Any director or executive officer of the Purchaser; or

_____ Category 13. A natural person whose individual net worth, or joint net worth with that person's spouse, at the date hereof exceeds U.S. $1,000,000 (**Note:** For purposes of calculating "net worth" under this paragraph: A) the person's primary residence shall not be included as an asset; B) indebtedness that is secured by the person's primary residence, up to the estimated fair market value of the primary residence at the time of the sale of securities, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of the sale of the Securities exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability); and C) indebtedness that is secured by the person's primary residence in excess of the estimated fair market value of the primary residence at the time of the acquisition of the Securities shall be included as a liability); or

_____ Category 14. A natural person who had an individual income in excess of U.S. $200,000 in each of the two most recent years or joint income with that person's spouse in excess of U.S. $300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year; or

_____ Category 15. A trust, with total assets in excess of U.S.$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) under the U.S. Securities Act; or

_____ Category 16. Any entity in which all of the equity owners meet the requirements of at least one of the above categories.

2. The undersigned understands and agrees that if the undersigned decides to offer, sell, pledge or otherwise transfer the Securities, it may not offer, sell, pledge or otherwise transfer any of such Securities, directly or indirectly, unless the transfer is:

(i) to the Purchaser;

(ii) made outside the United States in a transaction in compliance with Rule 904 of Regulation S under the U.S. Securities Act and in compliance with applicable local laws and regulations;

(iii) made in compliance with (A) Rule 144A under the U.S. Securities Act to a person reasonably believed to be a Qualified Institutional Buyer (as defined in Rule 144A) that is purchasing for its own account or the account of one or more Qualified Institutional Buyers and to whom notice is given that the transfer is being made in

reliance upon Rule 144A; or (B) Rule 144 under the U.S. Securities Act, if available, and in each case accordance with applicable state securities laws; or

(iv) in a transaction that does not require registration under the U.S. Securities Act or any applicable state laws and regulations governing the offer and sale of the Securities; and

the undersigned has prior to any transfer pursuant to clauses (iii)(B) or (iv) (and, if required by the Purchaser or any Transfer Agent for the Securities, clause (ii)) above furnished to the Purchaser an opinion of counsel of recognized standing, or other evidence, reasonably satisfactory to the Purchaser to the effect that such transfer does not require registration under the U.S. Securities Act or applicable state securities laws.

3. The undersigned understands and acknowledges that the Securities will be "restricted securities," as such term is defined in Rule 144 under the U.S. Securities Act, under applicable United States federal and state securities laws and will be subject to restrictions on resale under such laws and as set forth in the U.S. restrictive legend set forth below.

4. The undersigned further understands and acknowledges that upon the original issuance thereof, and until such time as the same is no longer required under the applicable requirements of the U.S. Securities Act or applicable state securities laws, the certificates representing the Securities, and all securities issued in exchange therefor or in substitution thereof, will bear a legend in substantially the following form:

"THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "U.S. SECURITIES ACT") OR APPLICABLE STATE SECURITIES LAWS. THESE SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY (A) TO RMR EMPIRES LIMITED (THE "CORPORATION"), (B) OUTSIDE THE UNITED STATES IN COMPLIANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT AND IN COMPLIANCE WITH LOCAL SECURITIES LAWS, (C) IN COMPLIANCE WITH THE EXEMPTION FROM THE REGISTRATION REQUIREMENTS UNDER THE U.S. SECURITIES ACT PROVIDED BY (I) RULE 144 THEREUNDER, IF AVAILABLE, OR (II) RULE 144A THEREUNDER AND, IN BOTH CASES, IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS, OR (D) IN A TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE U.S. SECURITIES ACT OR ANY APPLICABLE STATE LAWS, AND THE HOLDER HAS, PRIOR TO SUCH SALE, FURNISHED TO THE CORPORATION AN OPINION OF COUNSEL OF RECOGNIZED STANDING IN FORM AND SUBSTANCE REASONABLY SATISFACTORY TO THE CORPORATION TO SUCH EFFECT. DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE "GOOD DELIVERY" IN SETTLEMENT OF TRANSACTIONS ON STOCK EXCHANGES IN CANADA."

provided, that if, at the time the Purchaser is a "foreign issuer," as defined in Regulation S under the U.S. Securities Act, the Securities are being sold in compliance with the requirements of Rule 904 of Regulation S under the U.S. Securities Act, as referred to above, and in compliance with local laws and regulations, the legend may be removed by providing a declaration to the Purchaser's Transfer Agent, to the following effect (or as the Purchaser may prescribe from time to time):

"The undersigned (a) acknowledges that the sale of _____ of RMR Science Technologies Inc. (the **"Corporation"**) to which this declaration relates, represented by certificate number _____, is being made in reliance on Rule 904 of Regulation S under the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**"), and (b) certifies that (1) the undersigned is not an "affiliate" (as that term is defined in Rule 405 under the U.S. Securities Act) of the Corporation, (2) the offer of such securities was not made to a person in the United States and either (A) at the time the buy order was originated, the buyer was outside the United States, or the seller and any person acting on its behalf reasonably believed that the buyer was outside the United States or (B) the transaction was executed on or through the facilities of a designated offshore securities market and neither the seller nor any person

acting on its behalf knows that the transaction has been prearranged with a buyer in the United States, (3) neither the seller nor any affiliate of the seller nor any person acting on the behalf of either of them has engaged or will engage in any directed selling efforts in the United States in connection with the offer and sale of such securities, (4) the sale is bona fide and not for the purpose of "washing off" the resale restrictions imposed because the securities are "restricted securities" (as that term is defined in Rule 144(a)(3) under the U.S. Securities Act), (5) the seller does not intend to replace such securities with fungible unrestricted securities and (6) the contemplated sale is not a transaction, or part of a series of transactions, which, although in technical compliance with Regulation S under the U.S. Securities Act, is part of a plan or scheme to evade the registration provisions of the U.S. Securities Act. Terms used herein have the meanings given to them by Regulation S under the U.S. Securities Act.";

Notwithstanding the foregoing, the Purchaser's Transfer Agent for such securities may impose additional requirements for the removal of legends from such securities sold in accordance with Rule 904 of Regulation S under the U.S. Securities Act in the future; and

Provided further, that, if any of the securities are being sold pursuant to Rule 144 of the U.S. Securities Act, the legend may be removed by delivery to the Purchaser and the Purchaser's Transfer Agent of an opinion of counsel of recognized standing in form and substance reasonably satisfactory to the Purchaser, to the effect that the legend is no longer required under applicable requirements of the U.S. Securities Act or state securities laws.

5. The undersigned consents to the Purchaser making a notation on its records or giving instructions to any Transfer Agent of the Securities in order to implement the restrictions on transfer set forth and described herein.

6. The undersigned understands and acknowledges that: (i) if the Purchaser is deemed to have been at any time previously an issuer with no or nominal operations and no or nominal assets other than cash and cash equivalents, Rule 144 under the U.S. Securities Act may not be available for resales of the Securities; and (ii) the Purchaser is not obligated to make Rule 144 under the U.S. Securities Act available for resales of such securities.

7. The undersigned understands, acknowledges and agrees that there may be material tax consequences to the undersigned from an acquisition or disposition of any of the Securities. The Purchaser gives no opinion and makes no representation with respect to the tax consequences to the undersigned under United States, state, local or foreign tax law, including Canadian tax law, of the undersigned's acquisition or disposition of such Securities, including, without limitation, with respect to the potential applicability of United States federal income tax rules related to "passive foreign investment companies" ("**PFIC**") (as such term is defined in the United States Internal Revenue Code of 1986, as amended). In particular, the undersigned acknowledges, understands and agrees that no determination has been made as to whether the Purchaser will be classified as a PFIC for the current or any future tax year.

8. The undersigned represents and warrants that the undersigned is acquiring the Securities for his, her or its own account and not on behalf of any other person for investment purposes only and not with a view to any resale, distribution or other disposition of the Securities in violation of United States federal or state securities laws.

9. The undersigned acknowledges that the undersigned has not purchased the Securities as a result of any "general solicitation" or "general advertising" (as those terms are used in Regulation D), including, but not limited to, any advertisements, articles, notices or other communications published in any newspaper, magazine or similar media or broadcast over radio, television or disseminated on the Internet, or any seminar or meeting whose attendees have been invited by general solicitation or general advertising.

10. The undersigned represents and warrants that the undersigned alone, or with the assistance of his, her or its professional advisors, has such knowledge and experience in financial and business matters as to

be capable of evaluating the merits and risks of his, her or its investment in the Securities and is able, without impairing his, her or its financial condition, to hold such securities for an indefinite period of time and to bear the economic risks, and withstand a complete loss, of such investment.

11. The undersigned represents and warrants that the undersigned has had access to such additional information, if any, concerning the Purchaser as he, she or it has considered necessary in connection with his, her or its investment decision to acquire the Securities.

12. The undersigned understands and acknowledges that the Purchaser is not obligated to file and has no present intention of filing with the United States Securities and Exchange Commission or with any state securities commission any registration statement in respect of resales of the Securities in the United States.

13. The undersigned understands and acknowledges that no public market for the Securities now exists in the United States and a public market may never exist for the Securities in the United States.

14. The undersigned understands and acknowledges that the undersigned responsible for obtaining such legal and tax advice as it considers necessary in connection with the execution, delivery and performance by it of the Share Exchange Agreement dated [•] which this Schedule "D" forms a part (the "**Share Exchange Agreement**") and the transactions contemplated by the Share Exchange Agreement.

15. The undersigned is aware that its ability to enforce civil liabilities under the United States federal securities laws may be affected adversely by, among other things, the fact that: (i) the Purchaser is organized under the laws of the Province of British Columbia; (ii) some of the directors and officers of the Purchaser are residents of countries other than the United States; and (iii) a substantial portion of the assets of the Purchaser and said persons may be located outside the United States.

16. The undersigned understands and agrees that the financial statements of the Purchaser have been prepared in accordance with International Financial Reporting Standards, which differ in some respects from United States generally accepted accounting principles, and thus may not be comparable to financial statements of United States companies.

17. The undersigned understands that the Securities have not been recommended by any United States federal or state securities commission or regulatory authority; furthermore, the foregoing authorities have not confirmed the accuracy or determined the adequacy of the information in the Share Exchange Agreement or the attached Schedules, and any representation to the contrary is a criminal offense.

18. The undersigned understands and acknowledges that the undersigned is making the representations and warranties and agreements contained herein with the intent that they may be relied upon by the Purchaser in determining his, her or its eligibility to acquire the Securities.

19. The undersigned represents and warrants that the undersigned is located in the State of _____.

[*Remainder of page intentionally left blank – Signature page follows*]

Dated this ___ day of _____, 20___.

By: _____

Print Name: _____

Address: _____

_____

_____

SCHEDULE "D"

cannÖgen INTELLECTUAL PROPERTY

The McCleary License, the McCleary Scientific License, the Infusion License, the Micronutrients License, the Sen License, and the associated rights set out therein.

SCHEDULE "E"

RMR SHARES TO BE ISSUED

Holder	Shares
Donald F. Hagans	2,500,000 RMR Shares
Vitexxa LLC	5,000,000 RMR Shares