

AMALGAMATION AGREEMENT

AMONG

DASH CAPITAL CORP.

and

2366191 ALBERTA LTD.

and

SIMPLY SOLVENTLESS CONCENTRATES LTD.

AUGUST 6, 2021

TABLE OF CONTENTS

ARTICLE 1

INTERPRETATION	1
1.1 Defined Terms.....	1
1.2 References and Headings	11
1.3 Singular/Plural; Derivatives	11
1.4 Statutory References	11
1.5 Conflicts	11
1.6 Accounting Principles	11
1.7 Computation of Time Periods	12
1.8 Knowledge	12
1.9 Canadian Dollars	12
1.10 Schedules	12
1.11 Disclosure Letter.....	12

ARTICLE 2

AMALGAMATION	12
2.1 Amalgamation	12
2.2 Shareholder Approvals.....	13
2.3 Name of Amalco	13
2.4 Registered Office.....	13
2.5 Directors	13
2.6 Officers.....	14
2.7 Financial Year End.....	14
2.8 Authorized Capital	14
2.9 Effect of the Amalgamation on Securities	14
2.10 Effect of Certificate of Amalgamation	15
2.11 Dissenting Shareholders	15
2.12 Fractional Securities	16
2.13 Restrictions on Securities	16
2.14 Certificates.....	16
2.15 Stated Capital.....	17
2.16 No Restrictions on Business	17
2.17 Number of Directors	17
2.18 Articles of Amalgamation and Bylaws.....	17

Table of Contents (continued)

	Page
2.19 Auditors	18
2.20 Concerning the Resulting Issuer.....	18
2.21 Employees and Employment Agreements.....	18
2.22 Outstanding Dash Options.....	18
ARTICLE 3	
CORPORATE TRANSACTIONS	18
3.1 Dash Loan	18
ARTICLE 4	
REPRESENTATIONS AND WARRANTIES OF SSC	19
4.1 Representations and Warranties of SSC.....	19
4.2 Corporate Standing.....	19
4.3 Power and Authority	19
4.4 Approval by the SSC Board of Directors.....	19
4.5 Execution and Delivery.....	19
4.6 Corporate Records.....	20
4.7 No Defaults Under Applicable Law.....	20
4.8 Bankruptcy	20
4.9 SSC Material Contracts.....	20
4.10 Compliance with Applicable Law; Registrations.....	21
4.11 Subsidiaries.....	21
4.12 Capitalization.....	21
4.13 Information Provided.....	21
4.14 Partnerships or Joint Ventures.....	21
4.15 Financial Statements.....	21
4.16 Financial Records and Accounting.....	22
4.17 Auditors	22
4.18 Capital Expenditures.....	22
4.19 No Judgments, Lawsuits or Claims	22
4.20 Environmental Compliance	22
4.21 Notice of Environmental Actions.....	23
4.22 Entitlements	23
4.23 Tax Matters.....	24
4.24 Employment Matters and Employee Plans.....	24
4.25 SSC Required Consents.....	25
4.26 Change of Control Provisions.....	25

Table of Contents (continued)

	Page
4.27	SSC Assets..... 25
4.28	Real Property and Leases 26
4.29	Personal Property..... 26
4.30	Pre-emptive Rights 26
4.31	Insider Debt 26
4.32	Non-Arm's Length Transactions..... 26
4.33	Residency..... 26
4.34	Finder's Fees 26
4.35	Insurance..... 26
4.36	Title..... 27
4.37	Qualifying Transaction 27
4.38	Compliance with Certain Laws 27
ARTICLE 5	
REPRESENTATIONS AND WARRANTIES OF DASH AND SUBCO.....	28
5.1	Representations and Warranties of Dash and SubCo..... 28
5.2	Corporate Standing..... 28
5.3	Power and Authority 28
5.4	Approval by the Dash Board of Directors..... 28
5.5	Approval by the SubCo Board of Directors 28
5.6	Execution and Delivery..... 28
5.7	Corporate Records..... 29
5.8	No Defaults Under Applicable Law..... 29
5.9	Bankruptcy 29
5.10	Business 29
5.11	Dash Material Contracts 30
5.12	Compliance with Applicable Law; Registrations. 30
5.13	Subsidiaries..... 30
5.14	Capitalization..... 30
5.15	Information Provided..... 30
5.16	Partnerships or Joint Ventures 31
5.17	Financial Statements..... 31
5.18	No Judgments, Lawsuits or Claims 31
5.19	Entitlements 31
5.20	Tax Matters..... 31

Table of Contents (continued)

	Page
5.21 Employee Commitments	32
5.22 Dash Required Consents.....	32
5.23 Change of Control Provisions.....	33
5.24 Real Property and Leases	33
5.25 Pre-emptive Rights	33
5.26 Insider Debt	33
5.27 Non-Arm's Length Transactions.....	33
5.28 Finder's Fees	33
5.29 Compliance with Certain Laws	34
5.30 Reporting Issuer Status.....	34
5.31 TSXV Policies	34
5.32 Share Issuance	34
5.33 Public Disclosure Documents.....	34
5.34 Listing.....	34
5.35 Auditors	35
5.36 Dash Information.....	35
ARTICLE 6	
NON-SURVIVAL OF REPRESENTATIONS AND WARRANTIES	35
6.1 Non-Survival and Reliance	35
ARTICLE 7	
COVENANTS	35
7.1 Confidentiality.....	35
7.2 Amalgamation	37
7.3 Filing Statement	37
7.4 Conduct of SSC Prior to Closing	39
7.5 Conduct of Dash Prior to Closing	41
7.6 Conduct of SubCo Prior to Closing.....	43
7.7 Change to Directors and Officers of Dash	45
7.8 Dissent Right.....	45
ARTICLE 8	
CONDITIONS OF CLOSING.....	45
8.1 Mutual Conditions Precedent	45
8.2 Conditions in Favour of Dash	47
8.3 Conditions in Favour of SSC	48
8.4 Further Assurances.....	49

	Page
ARTICLE 9	
CLOSING ARRANGEMENTS	49
9.1 Closing	49
9.2 Closing Deliveries of SSC	50
9.3 Closing Deliveries of Dash and SubCo.....	50
ARTICLE 10	
TERMINATION	51
10.1 Termination	51
10.2 Effect of Termination	52
ARTICLE 11	
NOTICES	52
11.1 Delivery of Notices.....	52
11.2 Notices	53
ARTICLE 12	
MISCELLANEOUS	54
12.1 Governing Law	54
12.2 Counterparts.....	54
12.3 Successors and Assigns	54
12.4 Supersedes Earlier Agreements	54
12.5 Waiver	54
12.6 Time of the Essence.....	54
12.7 No Merger.....	54
12.8 Invalidity of Provisions	55
12.9 Amendments	55
12.10 Expenses	55
12.11 Further Assurances	55
12.12 Survival.....	55

AMALGAMATION AGREEMENT

THIS AGREEMENT is made as of the 6th day of August, 2021.

AMONG:

DASH CAPITAL CORP., a body corporate incorporated under the laws of the Province of Alberta ("**Dash**")

- AND -

2366191 ALBERTA LTD., a body corporate incorporated under the laws of the Province of Alberta ("**SubCo**")

- AND -

SIMPLY SOLVENTLESS CONCENTRATES LTD., a body corporate incorporated under the laws of the Province of Alberta ("**SSC**")

WHEREAS Dash is a reporting issuer in the provinces of British Columbia, Alberta, Saskatchewan and Ontario whose common shares are listed on the TSXV (as defined herein);

AND WHEREAS Dash desires to acquire all of the issued and outstanding shares of SSC by means of a three-cornered amalgamation among Dash, SSC and SubCo, which shall constitute the Qualifying Transaction (as defined herein) of Dash;

AND WHEREAS the Parties (as defined herein) desire for the provisions of subsection 87(9) of the ITA (as defined herein) to apply;

NOW THEREFORE, in consideration of the covenants and agreements herein contained, the Parties agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Defined Terms

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

- (a) "**ABCA**" means the *Business Corporations Act* (Alberta), RSA 2000, c B-9.
- (b) "**affiliate**" means, in relation to any Person, any other Person that controls, is controlled by or is under common control with the first mentioned Person, and for the purposes of this definition and references in this Agreement to "affiliate", "control" means the possession, directly or indirectly, by such Person of the power to direct or cause the direction of the management and policies of the first mentioned Person, whether through the ownership of voting securities or otherwise.
- (c) "**Agreement**" means this amalgamation agreement and the Schedules attached hereto and includes any agreement amending this agreement or any agreement or instrument which is supplemental or ancillary thereof.

- (d) "**Agreement Default**" means any material misrepresentation or material breach of warranty made by a Party, or the failure of a Party to perform or observe in any material respect any of the covenants or agreements to be performed by such Party under this Agreement or any agreement or other certificate or instrument delivered in connection herewith.
- (e) "**Agent**" means Richardson Wealth Limited.
- (f) "**Amalco**" has the meaning ascribed thereto in Section 2.1.
- (g) "**Amalco Common Shares**" has the meaning ascribed thereto in Section 2.8(a).
- (h) "**Amalgamation**" means the amalgamation between SSC and SubCo pursuant to section 182 of the ABCA and the other transactions contemplated by this Agreement, which shall constitute the Qualifying Transaction of Dash.
- (i) "**Anti-Money Laundering Laws**" has the meaning ascribed thereto in Section 4.38(a).
- (j) "**Applicable Law**" means, in relation to any Person, transaction or event, all applicable provisions of laws, statutes, rules, regulations, official directives, published guidelines, standards, codes of practice (regardless of whether such guidelines, standards and codes of practice have been promulgated by statute or regulation), treaties, ordinances, municipal bylaws and orders of and the terms of all judgments, orders, decrees, directives, awards and writs issued by any Authorized Authority by which such Person is bound or which has application to the transaction or event in question.
- (k) "**Articles of Amalgamation**" means the articles of amalgamation of Amalco substantially in the form set out in Schedule 2.18.
- (l) "**Authorization**" means any order, permit, approval, consent, waiver, license, certificates, registrations or similar authorization of any Authorized Authority having jurisdiction including, but not limited to, environmental permits.
- (m) "**Authorized Authority**" means, in relation to any Person, transaction or event, any: (i) national, federal, provincial, state, county, municipal or local governmental body (whether administrative, legislative, executive or otherwise), both domestic and foreign; (ii) agency, authority, ministry, department, board, bureau, commission, instrumentality, regulatory body, professional association, licensing authority, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory, administrative or similar powers or functions of or pertaining to government; (iii) court, arbitrator, commission or body exercising judicial, quasi-judicial, administrative or similar functions; and (iv) other body or entity created under the authority of or otherwise subject to the jurisdiction of any of the foregoing, including any stock or other securities exchange (including the TSXV), in each case having jurisdiction over such Person, transaction or event.
- (n) "**Brokered Financing**" means a brokered private placement offering of Subscription Receipts.

- (o) "**Business Day**" means a day on which banks are generally open for the transaction of commercial business in Calgary, Alberta but does not in any event include a Saturday or a Sunday or a statutory holiday under Applicable Law.
- (p) "**Canadian Jurisdictions**" means each of the provinces of British Columbia, Alberta, Saskatchewan and Ontario.
- (q) "**Canadian Securities Laws**" means all Applicable Law relating to securities in each of the Canadian Jurisdictions and the respective rules and regulations made thereunder, together with applicable published policy statements, instruments, orders and rulings of the securities regulatory authorities in such provinces having the force of law, including rules of the TSXV.
- (r) "**Certificate of Amalgamation**" means a certificate issued by the Registrar pursuant to the ABCA to evidence the Amalgamation.
- (s) "**Closing**" means the closing of the Amalgamation.
- (t) "**Closing Date**" means the 2nd Business Day following the satisfaction or waiver of the conditions set forth in Sections 8.1, 8.2 and 8.3 (other than those conditions that by their nature: (i) are to be satisfied at Closing; or (ii) are incapable of being satisfied) or such other date as the Parties may agree in writing as the date upon which the Closing shall take place, but in any event, the Closing Date shall not be later than the Outside Date.
- (u) "**Compelled Disclosure**" has the meaning ascribed thereto in Section 7.1(d)(ii).
- (v) "**Confidential Information**" has the meaning ascribed thereto in Section 7.1(a).
- (w) "**Consolidation**" means the consolidation of the Dash Shares on the basis of one Dash Share for 3.0 existing Dash Shares.
- (x) "**Consolidation Resolution**" means the special resolution of Dash Shareholders to approve the Consolidation.
- (y) "**Constituting Documents**" means, in respect of a body corporate, the articles and the bylaws, or other charter documents, together with any amendments thereto or replacements thereof.
- (z) "**Contract**" means any agreement, contract, licence, undertaking, option, engagement, or commitment of any nature, written or oral, including any: (i) lease of personal property; (ii) unfilled purchase order; (iii) forward commitment for supplies or materials or other forward contract; (iv) derivative contract; (v) restrictive agreement or negative covenant agreement; and (vi) loan or security documents.
- (aa) "**Dash**" has the meaning ascribed thereto in the recitals.
- (bb) "**Dash Circular**" means the management information circular of Dash in respect of the Dash Meeting.
- (cc) "**Dash Financial Statements**" means, collectively, (i) the audited statements of financial position as at January 31, 2021, statements of comprehensive loss, changes in equity and

cash flows for the period from January 13, 2021 to January 31, 2021; and (ii) the unaudited financial statements from January 13, 2021 to March 31, 2021 as filed on SEDAR.

- (dd) **"Dash Information"** means the information included in the Filing Statement (including information incorporated into the Filing Statement by reference) describing Dash, SubCo and the business, operations and affairs of Dash.
- (ee) **"Dash Loan"** means the secured loan in the amount of \$250,000 to be advanced by Dash to SSC following the execution of this Agreement and subject to the Loan Approval.
- (ff) **"Dash Material Adverse Change"** or **"Dash Material Adverse Effect"** means, with respect to Dash and SubCo, any fact or state of facts, circumstance, change, effect, occurrence or event that individually or in the aggregate is, or could reasonably be expected to be, material and adverse to the condition (financial or otherwise), business, affairs, assets, liabilities (whether absolute, accrued, contingent or otherwise) or capitalization, taken as a whole, other than any such change, effect, occurrence or event directly or indirectly relating to or resulting from:
 - (i) changes to Applicable Laws, Taxes, IFRS or changes in accounting or regulatory requirements generally applicable to the cannabis industry as a whole;
 - (ii) general economic, financial, currency exchange, securities or commodity market conditions in Canada;
 - (iii) the announcement of this Agreement and the transactions contemplated hereby, including the Amalgamation or the announcement thereof; or
 - (iv) any matter expressly consented to in writing by SSC after the date hereof or permitted or required by this Agreement.
- (gg) **"Dash Material Contracts"** has the meaning ascribed thereto in Section 5.10.
- (hh) **"Dash Meeting"** means the special meeting of the Dash Shareholders to be held as soon as is reasonably practicable after the date of this Agreement to approve the matters to be approved by the Dash Shareholders, which shall include the Dash Resolutions, and any and all adjournments or postponements of such meeting.
- (ii) **"Dash Option Plan"** means the stock option plan for the directors, officers, employees and consultants of Dash in effect on the date hereof.
- (jj) **"Dash Options"** means options in the capital of Dash, each of which entitles the holder thereof to acquire one Dash Share.
- (kk) **"Dash Resolutions"** means collectively, the Director Election Resolution, the Consolidation Resolution, the Name Change Resolution and the Option Plan Resolution each to be considered at the Dash Meeting.
- (ll) **"Dash Shares"** means common shares in the capital of Dash as presently constituted.
- (mm) **"Dash Shareholders"** means the holders of Dash Shares.

- (nn) "**Dash QT Shares**" means the Dash Shares, on a post-Consolidation basis, issued in connection with the Qualifying Transaction.
- (oo) "**Depository**" means Odyssey Trust Company or such other Person as agreed to by the Parties in writing.
- (pp) "**Depository Agreement**" means the depository agreement to be entered into among the Depository, Dash, SubCo and SSC, whereby the Depository shall receive original certificate(s) representing SSC Shares and, on and after, as applicable, the Effective Date, exchange such original certificate(s) representing SSC Shares for certificate(s) representing Dash QT Shares distributed to SSC Shareholders, other than the Dissenting Shareholders, in accordance with the terms of the Amalgamation and the Letter of Transmittal.
- (qq) "**Director Election Resolution**" means the resolution of Dash Shareholders to conditionally: (i) increase the number of directors of the Resulting Issuer to seven (7); and (ii) elect the post-Amalgamation slate of directors of the Resulting Issuer.
- (rr) "**Disclosing Party**" has the meaning ascribed thereto in Section 7.1(a).
- (ss) "**Dissent Rights**" mean the rights of Dissenting Shareholders to dissent under section 191 of the ABCA with respect to the Amalgamation.
- (tt) "**Dissenting Shareholders**" means the holders of SSC Shares who validly exercise rights of dissent under section 191 of the ABCA with respect to the Amalgamation.
- (uu) "**Effective Date**" means the effective date set forth in the Certificate of Amalgamation issued pursuant to the ABCA in respect of the Amalgamation.
- (vv) "**Effective Time**" means the earliest moment on the Effective Date.
- (ww) "**Employee Plans**" means, with respect to a Party (the "**Applicable Party**"), any employee benefit, fringe benefit, supplemental unemployment benefit, bonus, incentive, profit sharing, termination, change of control, pension, retirement, stock option, stock purchase, stock appreciation, stock award, health, welfare, medical, dental, disability, life insurance and similar plans, programmes, arrangements or practices relating to the current or former directors, officers, or employees of the Applicable Party, maintained, funded or sponsored or required to be contributed to by the Applicable Party, whether written or oral, funded or unfunded, insured or self-insured, registered or unregistered, under which the Applicable Party may have or would be reasonably expected to have any material Liabilities, contingent or otherwise, except for any statutory plans to which the Applicable Party is obliged to contribute or comply with including the Canada/Quebec Pension Plan, or plans administered pursuant to applicable federal or provincial health, worker's compensation or employment insurance legislation, or similar statutory plans in the jurisdiction in which the Applicable Party operates.
- (xx) "**Employment Agreements**" has the meaning ascribed to it in Section 4.24.
- (yy) "**Encumbrance**" means any mortgage, charge, pledge, hypothecation, security interest, assignment, lien (statutory or otherwise), claim, restrictive covenant or other encumbrance of any nature or any other arrangement or condition that, in substance secures payment or

performance of an obligation, other than as may be applicable pursuant to the TSXV Escrow Agreement or any other escrow requirements as may be applicable pursuant to the policies of the TSXV.

- (zz) "**Environmental Laws**" means all Applicable Laws relating to health, safety or the regulation, protection, cleanup or restoration of the environment or natural resources, including those relating to the distribution, processing, generation, treatment, control, storage, disposal, transportation, other handling or release or threatened release of Hazardous Substances.
- (aaa) "**Exchange Acceptance**" means the acceptance by the TSXV of the Amalgamation as Dash's Qualifying Transaction and the approval by the TSXV of the listing of the Dash QT Shares on the TSXV.
- (bbb) "**Facility**" means the fully licenced Rocky View cannabis cultivation and processing facility currently owned by [REDACTED]
- (ccc) "**Facility Acquisition Agreement**" means the purchase and sale agreement to be entered into by SSC and [REDACTED], whereby SSC shall agree to purchase from [REDACTED] the Facility pursuant to industry standard terms and conditions and upon receipt of all required regulatory approvals, including approval of Health Canada.
- (ddd) "**Filing Statement**" means the filing statement to be prepared by Dash and SSC in accordance with Form 3B2 of the TSXV Corporate Finance Manual.
- (eee) "**Governmental Charges**" means all Taxes, customs, duties, rates, levies, assessments, reassessments and other charges, unemployment insurance contributions, pension plan contributions and any deductions or other amounts which a Person is required by any Applicable Law or Contract to pay, deduct, withhold, collect or remit to any Authorized Authority or other entities entitled to receive payment of such amounts, together with all penalties, interest and fines with respect thereto, payable to any Authorized Authority.
- (fff) "**Hazardous Substances**" means any pollutant, contaminant, waste of any nature, hazardous substance, hazardous material, toxic substance, dangerous substance or dangerous good as defined, judicially interpreted or identified in any Environmental Laws.
- (ggg) "**IFRS**" means International Financial Reporting Standards as issued by the International Accounting Standards Board and as adopted by the Canadian Institute of Chartered Accountants.
- (hhh) "**including**" and "**includes**" means "**including, without limitation**" and "**includes, without limitation**", respectively.
- (iii) "**IPO Agency Agreement**" means the initial public offering agency agreement between Dash and the Agent dated April 26, 2021.
- (jjj) "**ITA**" means the *Income Tax Act* (Canada), R.S.C. 1985, c. 1 (5th Supp.).
- (kkk) "**Letter of Intent**" means the letter of intent between Dash and SSC dated June 10, 2021.

- (lll) "**Letter of Transmittal**" means the letter of transmittal to be used by holders of SSC Shares for the purpose of surrendering original certificate(s) representing SSC Shares to the Depository and exchanging them for certificate(s) representing Dash QT Shares.
- (mmm) "**Liabilities**" shall include, without limitation, any direct or indirect indebtedness, guarantee, endorsement, claim, loss, damage, deficiency, cost, expense, obligation or responsibility, known or unknown, fixed or unfixed, choate or inchoate, liquidated, unliquidated, secured or unsecured, and shall include any or all liability for Taxes, irrespective of whether such Taxes are then due and payable.
- (nnn) "**Loan Approval**" means the acceptance by the TSXV of the Dash Loan in accordance with Section 7.4 of the Policy.
- (ooo) "**Misrepresentation**" and "**Material Fact**" have the meanings ascribed thereto under the *Securities Act* (Alberta).
- (ppp) "**Name Change Resolution**" means the special resolution of the Dash Shareholders to approve the name change of Dash to such name as determined by SSC and approved by the TSXV concurrent with the Closing.
- (qqq) "**NI 51-102**" means National Instrument 51-102 - *Continuous Disclosure Obligations*.
- (rrr) "**Option Plan Resolution**" means the resolution of Dash Shareholders to conditionally approve the Resulting Issuer Option Plan as the option plan of the Resulting Issuer.
- (sss) "**Ordinary Course**" means, with respect to any actions taken by a Party, as applicable, that such action is consistent with the past practices of such Party, as applicable, and is taken in the ordinary course of the normal day to day operations of such Party, as applicable.
- (ttt) "**Outside Date**" means December 31, 2021.
- (uuu) "**Parties**" means each of Dash, SubCo and SSC, and "**Party**" means one of them.
- (vvv) "**Permitted Business Opportunities**" has the meaning ascribed thereto in Section 7.4.
- (www) "**Permitted Encumbrances**" means:
- (i) encumbrances in connection with the Dash Loan;
 - (ii) the vendor take-back loan issuable in connection with the Facility Acquisition;
 - (iii) those encumbrances in connection with any loan from a third party lender; and
 - (iv) those encumbrances which do not and will not have a SSC Material Adverse Effect;
- (xxx) "**Person**" includes an individual, a partnership, a corporation, a trust, a joint venture, an unincorporated organization, a union, an Authorized Authority or any department or agency thereof and the heirs, executors, administrators or other legal representatives of an individual.

- (yyy) "**Prime Rate**" means the floating rate of interest established from time to time by ATB Financial as the reference rate of interest ATB Financial will use to determine rates of interest payable by its borrowers on Canadian dollar commercial loans made by ATB Financial to such borrowers in Canada and designated by ATB Financial as its "prime rate".
- (zzz) "**Policy**" means the TSXV Policy 2.4 – *Capital Pool Companies*.
- (aaaa) "**Qualifying Transaction**" has the meaning ascribed thereto under the Policy.
- (bbbb) "**Recipient**" has the meaning ascribed thereto in Section 7.1(a).
- (cccc) "**Registrar**" means the Registrar of Corporations or Deputy Registrar of Corporations appointed pursuant to section 263 of the ABCA.
- (dddd) "**Representatives**" has the meaning ascribed thereto in Section 7.1(a).
- (eeee) "**Resulting Issuer**" means the corporation existing upon completion of the name change of Dash, the Consolidation and the Amalgamation.
- (ffff) "**Resulting Issuer Option Plan**" means the SSC Option Plan as adopted by Dash pursuant to the Option Plan Resolution.
- (gggg) "**Resulting Issuer Options**" means the options of the Resulting Issuer to be issued pursuant to the Resulting Issuer Option Plan in exchange for the SSC Options on a one-to-one basis, each entitling the holder thereof to purchase one post-Consolidation Dash Share on substantially the same terms as such SSC Option was granted.
- (hhhh) "**Resulting Issuer Warrants**" means the share purchase warrants of the Resulting Issuer to be exchanged on a one-to-one basis for each issued and outstanding SSC Warrant, entitling the holder thereof to subscribe for one additional post-Consolidation Dash Share on the same terms and conditions as each previously held SCC Warrant.
- (iiii) "**SEDAR**" means the System for Electronic Document Analysis and Retrieval.
- (jjjj) "**Sponsor**" has the meaning ascribed thereto in TSXV Policy 1.1 – *Interpretation*.
- (kkkk) "**SSC**" has the meaning ascribed thereto in the recitals.
- (llll) "**SSC Amalgamation Resolution**" means the special resolution of SSC Shareholders to approve the amalgamation of SSC with Subco.
- (mmmm) "**SSC Assets**" means the assets, undertaking, property and rights of SSC, of every kind and description and wheresoever situated, including the Contracts to which SSC is a party or has rights or obligations under and all other assets and property that SSC purports to own and all assets and property, including intellectual property, reflected as being owned by SSC in its financial books and records and including.
- (nnnn) "**SSC Business**" means the business carried on by SSC which involves the manufacturing of pure, potent, terpene-rich solventless concentrates for discerning cannabis users.
- (oooo) "**SSC Circular**" means the management information circular of SSC in respect of the SSC Meeting, if applicable.

- (pppp) "**SSC Disclosure Letter**" means the disclosure letter dated as of the date of this Agreement from SSC to Dash.
- (qqqq) "**SSC Financial Statements**" means, collectively, the audited annual financial statements of SSC for the year ended December 30, 2020, and the unaudited but, for greater certainty, reviewed interim condensed consolidated financial statements of SSC as at and for the three months ended March 31, 2021.
- (rrrr) "**SSC Information**" means the information included in the Filing Statement (including information incorporated into the Filing Statement by reference) describing SSC and the SSC Business.
- (ssss) "**SSC Meeting**" means the special meeting of the SSC Shareholders to be held to approve the SSC Amalgamation Resolution if the Written SSC Resolution cannot be obtained, and any and all adjournments of such meeting.
- (tttt) "**SSC Material Adverse Change**" or "**SSC Material Adverse Effect**" means, with respect to SSC, any fact or state of facts, circumstance, change, effect, occurrence or event that individually or in the aggregate is, or could reasonably be expected to be, material and adverse to the condition (financial or otherwise), business, operations, properties, licenses, affairs, assets, liabilities (whether absolute, accrued, contingent or otherwise), capitalization, results of operations or cash flows of SSC, taken as a whole, other than any such change, effect, occurrence or event directly or indirectly relating to or resulting from:
- (i) conditions affecting the cannabis industry generally in jurisdictions in which SSC carries on a material portion of its business, including the COVID-19 pandemic and any related interruption to the business, affairs or financial condition of SSC, or any change, effect, occurrence or event related directly or indirectly to the COVID-19 pandemic (whether now known or unknown or whether foreseeable or unforeseeable in the future);
 - (ii) changes to Applicable Laws, Taxes, IFRS or changes in accounting or regulatory requirements generally applicable to the cannabis industry as a whole;
 - (iii) general economic, financial, currency exchange, securities or commodity market conditions in Canada;
 - (iv) global, national or regional political conditions, including the outbreak of war or acts of terrorism affecting the jurisdictions in which SSC conducts business;
 - (v) natural disasters;
 - (vi) the announcement of this Agreement and the transactions contemplated hereby, including the Amalgamation or the announcement thereof; or
 - (vii) any matter expressly consented to in writing by Dash after the date hereof or permitted or required by this Agreement.
- (uuuu) "**SSC Material Contracts**" has the meaning ascribed thereto in Section 4.9.

- (vvvv) "**SSC Options**" means 3,000,000 options in the capital of SSC, each of which entitles the holder thereof to acquire one SSC Share.
- (wwwv) "**SSC Option Plan**" means the stock option plan for the directors, officers, employees and consultants of SSC in effect on the date hereof.
- (xxxx) "**SSC Shares**" means the common shares in the capital of SSC as presently constituted.
- (yyyy) "**SSC Shareholders**" means the holders of SSC Shares.
- (zzzz) "**SSC Warrants**" means 10,721,849 outstanding warrants of SSC, each such SSC Warrant entitling the holder thereof to acquire one SSC Share pursuant to the terms of the warrant certificate representing the SSC Warrants.
- (aaaa) "**SubCo**" has the meaning ascribed thereto in the recitals.
- (bbbb) "**SubCo Amalgamation Resolution**" means the resolution of Dash, as sole shareholder of SubCo, approving the Amalgamation and adopting the Agreement.
- (cccc) "**SubCo Shares**" means the common shares in the capital of SubCo.
- (dddd) "**Subscription Receipts**" means the Subscription Receipts of SSC issued pursuant to a Brokered Financing, if any, that will convert into SSC Shares immediately prior to Closing upon the satisfaction of certain escrow release conditions, each entitling the holder to receive, in certain circumstances set forth in the terms attached to the Subscription Receipt, one SSC Share, without any further act or formality, and for no additional consideration.
- (eeee) "**Subsidiary**" means, with respect to a specified body corporate, any body corporate of which the specified body corporate is entitled to elect a majority of the directors thereof or over which the specified body corporate holds more than 50% of the votes for the directors thereof and will include any body corporate, partnership, joint venture or other Person (other than an individual) over which such specified body corporate exercises direction or control or which is in a like relation to such a body corporate.
- (ffff) "**Tax Act**" means the *Income Tax Act* (Canada).
- (gggg) "**Tax Returns**" means all returns, reports, declarations, elections, notices, filings, information returns, and statements in respect of Taxes that are filed or required to be filed with any applicable Authorized Authority, including all amendments, schedules, attachments or supplements thereto and whether in tangible or electronic form.
- (hhhh) "**Taxes**" means, with respect to any Person, all supranational, national, federal, provincial, state, local or other taxes, including income taxes, branch taxes, profits taxes, capital gains taxes, gross receipts taxes, windfall profits taxes, value added taxes, severance taxes, ad valorem taxes, property taxes, capital taxes, net worth taxes, production taxes, sales taxes, use taxes, licence taxes, excise taxes, franchise taxes, environmental taxes, carbon taxes, transfer taxes, withholding or similar taxes, payroll taxes, employment taxes, employer health taxes, pension plan premiums and contributions, social security premiums, workers' compensation premiums, employment insurance or compensation premiums, stamp taxes, occupation taxes, premium taxes, alternative or add-on minimum taxes, GST/HST, sales taxes, customs duties or other taxes of any kind whatsoever imposed or charged by any

Authorized Authority, together with any interest, penalties, or additions with respect thereto and any interest in respect of such additions or penalties.

(iiii) "**Transfer Agent**" means Odyssey Trust Company, in its capacity as registrar and transfer agent for the Dash Shares.

(jjjj) "**Transferred SSC Shares**" has the meaning ascribed thereto in Section 2.9(b)(i).

(kkkk) "**TSXV**" means the TSX Venture Exchange Inc.

(llll) "**TSXV Escrow Agreement**" means the escrow agreement to be entered into among Dash, the Transfer Agent and certain shareholders of SSC 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 TSXV.

(mmmm) "**Written SSC Resolution**" means the written resolution in respect of the Amalgamation to be considered and if thought advisable, authorize, approve and adopt the SSC Amalgamation Resolution and related matters by the SSC Shareholders.

1.2 References and Headings

The references "hereunder", "herein", "hereby" and "hereof" refer to the provisions of this Agreement and references to Articles, Sections and Schedules herein refer to articles, sections or schedules of this Agreement. Any reference to time shall refer to Calgary time. The headings of the Articles, Sections, Schedules and any other headings, captions or indices herein are inserted for convenience of reference only and shall not be used in any way in construing or interpreting any provision hereof.

1.3 Singular/Plural; Derivatives

Whenever the singular or masculine or neuter is used in this Agreement, it shall be interpreted as meaning the plural or feminine or body politic or corporate, and vice versa, as the context requires. Where a term is defined herein, a capitalized derivative of such term shall have a corresponding meaning unless the context otherwise requires.

1.4 Statutory References

Any reference to a statute shall include and shall be deemed to be a reference to such statute and to the regulations made pursuant thereto, and all amendments made thereto and in force from time to time, and to any statute or regulation that may be passed which has the effect of supplementing the statute so referred to or the regulations made pursuant thereto.

1.5 Conflicts

If there is any conflict or inconsistency between a provision of the body of this Agreement and that of any Schedule hereto or any document delivered pursuant to this Agreement, the provision of the body of this Agreement shall prevail.

1.6 Accounting Principles

Wherever in this Agreement reference is made to a calculation to be made or an action to be taken in accordance with generally accepted accounting principles, such reference will be deemed to be to the

generally accepted accounting principles from time to time approved by the Canadian Institute of Chartered Accountants, or any successor institute, applicable as at the date on which such calculation or action is made or taken or required to be made or taken.

1.7 Computation of Time Periods

Except as expressly set out in this Agreement, the computation of any period of time referred to in this Agreement shall exclude the first day and include the last day of such period. If the time limited for the performance or completion of any matter under this Agreement expires or falls on a day that is not a Business Day, the time so limited shall extend to the next following Business Day. To the extent that interest is calculated for a period ending on a day that is not a Business Day, the last day of such period, for the purposes of calculating interest, shall extend to the next following Business Day.

1.8 Knowledge

Where any representation, warranty or other statement in this Agreement is expressed to be made by a Party to its knowledge or is otherwise expressed to be limited in scope to facts or matters of which a Party is aware, it shall mean such knowledge as is actually known to the senior officers of such Party, after reasonable inquiry.

1.9 Canadian Dollars

All dollar amounts referred to in this Agreement are in Canadian funds, unless otherwise indicated herein. All payments contemplated herein shall be by wire transfer, certified cheque or bank draft issued by a Canadian bank or such other transfer of immediately available funds as may be acceptable to the Parties.

1.10 Schedules

The following Schedules are attached hereto and made part of this Agreement:

Schedule 2.8(b)	Terms of Amalco Common Shares
Schedule 2.18	Articles of Amalgamation

1.11 Disclosure Letter

For the purposes of this Agreement, "disclosed in writing to Dash" means actually disclosed in writing by SSC to Dash in the SSC Disclosure Letter.

ARTICLE 2 AMALGAMATION

2.1 Amalgamation

On or before the Closing Date, subject to the terms and conditions of this Agreement and receipt of necessary approvals, including Exchange Acceptance, each of Dash, SubCo and SSC agree that SSC and SubCo shall amalgamate, pursuant to the provisions of the ABCA, and continue as one corporation ("**Amalco**") effective at the Effective Time upon and subject to the terms and conditions and in the manner set out in this Agreement.

2.2 Shareholder Approvals

- (a) Dash shall call the Dash Meeting to approve the Dash Resolutions and will prepare and mail the Dash Circular to the Dash Shareholders, in a form, and with content, acceptable to SSC and Dash acting reasonably. Dash will not amend or supplement the Dash Circular without the prior written consent of SSC, with such consent not to be unreasonably withheld or delayed.
- (b) SSC shall seek written approval of the SSC Amalgamation Resolution together with the approval of such matters as are required to effect the Amalgamation. In the event written approval of the SSC Amalgamation Resolution cannot be obtained, SSC shall call the SSC Meeting to approve the SSC Amalgamation Resolution and will prepare and mail the SSC Circular to the SSC Shareholders, in a form, and with content, acceptable to Dash and SSC acting reasonably. SSC will not amend or supplement the SSC Circular without the prior written consent of Dash, with such consent not to be unreasonably withheld or delayed.
- (c) Dash shall execute the SubCo Amalgamation Resolution.

2.3 Name of Amalco

The name of Amalco will be “Massive Hash Factory Ltd.”, or such name acceptable to SSC and as approved by the TSXV.

2.4 Registered Office

The registered office of Amalco will be situated in the Province of Alberta and shall be located at: 4000, 421 – 7th Avenue SW, Calgary, Alberta T2P 4K9.

2.5 Directors

- (a) The number of directors of Amalco will be a minimum of three and a maximum of seven.
- (b) The number of first directors of Amalco shall be four. Subject to prior TSXV approval in connection with the Amalgamation and compliance with all Applicable Laws, including security clearance by Health Canada (as applicable), the following persons will be the first directors of Amalco:

Name	Address
Jeff Swainson	[REDACTED]
Tara Johnson-Ouellette	[REDACTED]
Jason Kujath	[REDACTED]
Todd McAllister	[REDACTED]

The first directors shall hold office until the first annual or general meeting of the shareholders of Amalco or until their successors are duly appointed or elected. The subsequent directors shall be elected each year thereafter as provided for in the bylaws of Amalco. The management and operation of the business and affairs of Amalco shall be under the control of the board of directors as it is constituted from time to time.

2.6 Officers

Effective as of the Closing and subject to prior TSXV approval in connection with the Amalgamation and compliance with all Applicable Laws, including security clearance by Health Canada (as applicable), the initial officers of Amalco will be:

Name	Title
Jeffrey Philip James Swainson	President and Chief Executive Officer
Daniel Laferriere	Chief Operating Officer
James Nerland	Chief Financial Officer

2.7 Financial Year End

The financial year-end of Amalco will be December 31.

2.8 Authorized Capital

- (a) Amalco will be authorized to issue an unlimited number of common shares (the "**Amalco Common Shares**").
- (b) The rights, privileges, restrictions and conditions attaching to the Amalco Common Shares are set forth in Schedule 2.8(b).

2.9 Effect of the Amalgamation on Securities

On the Effective Date, the following shall occur and shall be deemed to occur in the following order without any further act or formality:

- (a) SubCo and SSC shall amalgamate to form Amalco, a corporation subsisting under the ABCA.
- (b) Immediately upon the Amalgamation, upon the terms and subject to the conditions set forth in this Agreement, at the Effective Time:
 - (i) each SSC Share issued and outstanding before the Effective Time (the "**Transferred SSC Shares**") shall be cancelled without any repayment of capital in respect thereof and its holder shall receive therefor one (1) fully paid and non-assessable Dash QT Share, on a post-Consolidation basis, at a deemed price of \$0.29 per Dash Share;
 - (ii) each SubCo Share issued and outstanding immediately before the Effective Time shall be replaced by one Amalco Common Share issued to Dash;

- (iii) in consideration of the issue of the Dash QT Shares to effect the Amalgamation, Amalco will issue to Dash one fully paid and non-assessable Amalco Common Share for each Dash QT Share issued pursuant to Section 2.9(b)(i);
- (iv) all issued and outstanding SSC Warrants shall be exchanged for Resulting Issuer Warrants on the basis of one (1) Resulting Issuer Warrant for each SSC Warrant, and each Resulting Issuer Warrant so issued shall entitle the holder thereof to receive, upon the subsequent exercise thereof, that number of Dash QT Shares equal to the number of SSC Shares issuable under the SSC Warrants immediately prior to the Effective Time on the same terms and conditions as such SSC Warrants, and all such SSC Warrants shall be cancelled;
- (v) each SSC Option outstanding immediately before the Effective Time shall be exchanged for Resulting Issuer Options on the basis of one (1) Resulting Issuer Option for each SSC Option, and each Resulting Issuer Option so issued shall entitle the holder thereof to receive, upon the subsequent exercise thereof, that number of Dash QT Shares equal to the number of SSC Shares issuable under the SSC Option immediately prior to the Effective Time on the same terms and conditions as such SSC Options, and all such SSC Options shall be cancelled; and
- (vi) Amalco shall be a wholly-owned Subsidiary of Dash with Dash holding all of the issued and outstanding Amalco Common Shares.

2.10 Effect of Certificate of Amalgamation

On the Effective Date: (a) the Amalgamation of SSC and SubCo and their continuance as one corporation shall become effective; (b) the property of each of SSC and SubCo shall continue to be the property of Amalco; (c) Amalco shall continue to be liable for the obligations of each of SSC and SubCo; (d) any existing cause of action, claim or liability to prosecution shall be unaffected; (e) any civil, criminal or administrative action or proceeding pending by or against either SSC or SubCo may be continued to be prosecuted by or against Amalco; (f) a conviction against, or ruling, order or judgment in favour of or against, either SSC or SubCo may be enforced by or against Amalco; and (g) the Articles of Amalgamation shall be deemed to be the articles of incorporation of Amalco and the Certificate of Amalgamation shall be deemed to be the certificate of incorporation of Amalco.

2.11 Dissenting Shareholders

Registered SSC shareholders may exercise Dissent Rights with respect to their SSC Shares in connection with the Amalgamation pursuant to and in the manner set forth under section 191 of the ABCA. SSC Shares which are held by a Dissenting Shareholder shall not be exchanged for Dash QT Shares pursuant to the Amalgamation. However, if a Dissenting Shareholder fails to perfect or effectively withdraws such Dissenting Shareholder's claim under section 191 of the ABCA or forfeits such Dissenting Shareholder's right to make a claim under section 191 of the ABCA or if his rights as a SSC shareholder are otherwise reinstated, such SSC shareholder's SSC Shares shall thereupon be deemed to have been exchanged for Dash QT Shares as of the Effective Date as prescribed herein. SSC shall give Dash prompt notice of any written notice of a dissent, withdrawal of such notice, and any other instruments served pursuant to such Dissent Rights and received by SSC and shall promptly provide Dash with copies of such notices and written objections and all other correspondence related thereto.

2.12 Fractional Securities

No fractional securities of Dash will be issued pursuant to the Amalgamation. In the event that a securityholder of SSC would otherwise be entitled to a fractional security, the number of securities of Dash issued to such securityholder shall be rounded up to the next greater whole number of such security. In calculating such fractional interests, all securities of Dash, as the case may be, registered in the name of or beneficially held by a Dash securityholder or their nominee shall be aggregated.

2.13 Restrictions on Securities

The Parties acknowledge and agree that the Dash QT Shares will be subject to compliance with applicable Canadian Securities Laws. In addition, the Dash QT Shares to be issued to certain of the shareholders of SSC, as required by TSXV, will be subject to the TSXV Escrow Agreement.

2.14 Certificates

- (a) On the Effective Date:
- (i) upon surrender of an original certificate(s) representing the Transferred SSC Shares held by a SSC Shareholder, other than a Dissenting Shareholder, to the Depositary together with a properly completed Letter of Transmittal and such other documents as the Depositary may reasonably require, each SSC Shareholder shall be entitled, subject to the provisions of the TSXV Escrow Agreement, to receive a share certificate representing the number of Dash QT Shares to which it is entitled as provided in Section 2.9(b)(i);
 - (ii) the certificates evidencing Transferred SSC Shares shall cease to represent any claim upon or interest in SSC other than the right of the holder to receive, pursuant to the terms of this Agreement, Dash QT Shares representing the consideration for the properly deposited Transferred SSC Shares in accordance with Section 2.9(b)(i) or as to those held by Dissenting Shareholders, other than those Dissenting Shareholders who's Transferred SSC Shares have been deemed to have been exchanged for Dash QT Shares pursuant to Section 2.11, to receive the fair value of the Transferred SSC Shares represented by such certificates;
 - (iii) any certificate formerly representing Transferred SSC Shares that is not deposited on or before the sixth anniversary of the Effective Date shall cease to represent a right or claim of any kind or nature and the right of the holder of such Transferred SSC Shares to receive the consideration provided in Section 2.9(b)(i) shall be deemed to be surrendered to the Resulting Issuer together with all dividends or distributions thereon held for such holder; and
 - (iv) upon receipt by the Depositary of any original certificate(s) representing the Transferred SSC Shares together with a properly completed Letter of Transmittal and such other documents as the Depositary may reasonably require, the Depositary shall register the Dash QT Shares in the name of the depositing former SSC Shareholder, or as properly directed, and shall deliver by first class mail, postage prepaid, or in the case of postal disruption, by such other means as the Depositary deems prudent, such certificates representing Dash QT Shares or evidence of Direct Registration System statements, as the case may be, to such address as such depositing former SSC Shareholder may properly direct in such

Letter of Transmittal, as soon as practicable after receipt by the Depository of such documents.

- (b) Any dividends paid or distributions made with respect to the Dash QT Shares allotted and issued pursuant to this Agreement but for which a certificate representing such Dash QT Shares has not been issued shall be paid or delivered to Depository in trust for the registered holder thereof. All monies received by the Depository shall be invested by it in interest-bearing trust accounts upon such terms as the Resulting Issuer may reasonably deem appropriate. The Depository shall pay and deliver to any such registered holder as soon as reasonably practicable after application therefore is made by the registered holder to the Depository in such form as the Depository may reasonably require, such dividends, distributions and any interest thereof to which such holder is entitled, net of applicable withholding and other taxes.
- (c) If any certificate which immediately prior to the Effective Time represented an interest in Transferred SSC Shares has been lost, stolen or destroyed, upon the making of an affidavit of that fact by the former SSC Shareholder claiming such certificate to have been lost, stolen or destroyed, the Depository will issue and deliver in exchange for such lost, stolen or destroyed certificate the consideration to which the former SSC Shareholder is entitled pursuant to this Agreement (and any dividends or distributions with respect thereto) as determined in accordance with Section 2.9(b)(i). The former SSC Shareholder who is entitled to receive such consideration shall, as a condition precedent to the receipt thereof, give a bond to the Resulting Issuer and the Transfer Agent, which bond is in form and substance satisfactory to the Resulting Issuer and the Transfer Agent, or shall otherwise indemnify the Resulting Issuer and the Transfer Agent against any claim that may be made against any of them with respect to the certificate alleged to have been lost, stolen or destroyed.

2.15 Stated Capital

The amounts to be added on the Effective Date to the stated capital accounts to be maintained by Amalco will be determined by SSC in accordance with IFRS.

2.16 No Restrictions on Business

There will be no restrictions on the business Amalco may carry on or on the powers Amalco may exercise.

2.17 Number of Directors

The number of directors within the minimum and maximum number set out in Section 2.5(a) may be determined from time to time by resolution of the directors. Any vacancy among the directors resulting from an increase in the number of directors as so determined may be filled by resolution of the directors.

2.18 Articles of Amalgamation and Bylaws

The Articles of Amalgamation of Amalco shall be in the form set forth in Schedule 2.18. The bylaws of Amalco will be the bylaws of SubCo in effect at the Effective Time, such bylaws after the Effective Time to be supplemented, amended or repealed in accordance with the provisions of the ABCA relating to the making, amending and repealing of bylaws.

2.19 Auditors

The auditors of Amalco, until the first annual meeting of shareholders, will be Kenway Mack Slusarchuk Stewart LLP unless they resign or are removed in accordance with the ABCA.

2.20 Concerning the Resulting Issuer

- (a) At the Effective Time and subject to delivery of mutual releases acceptable to Dash and SSC, each acting reasonably, Dash shall deliver the sequential resignations of each applicable director and officer of Dash so that nominees of SSC can be appointed in their stead.
- (b) At the Effective Time, the auditors of Dash, until the next annual meeting of shareholders, will be Kenway Mack Slusarchuk Stewart LLP unless they resign or are removed in accordance with the ABCA.

2.21 Employees and Employment Agreements

All current SSC employees shall continue to be employed by Dash or Amalco, as applicable, after the Effective Date on the terms and conditions (including compensation or severance) comparable, in the aggregate, to the terms and conditions on which they are currently employed. Upon completion of the Amalgamation, Dash shall honour the terms of all consulting agreements existing as of the date hereof between SSC and its consultants.

2.22 Outstanding Dash Options

At the Effective Time, the Dash Options outstanding immediately before the Effective Time shall continue in effect unamended, other than adjustments which shall be made as a result of the Consolidation.

ARTICLE 3 CORPORATE TRANSACTIONS

3.1 Dash Loan

Unless otherwise agreed to by the Parties, prior to the Closing Date and as soon as practicable following the execution of this Agreement, Dash shall seek approval from the TSXV to advance the Dash Loan to SSC. Subject to TSXV approval, the security for the Dash Loan shall be subordinate to any first lien security given by SSC in respect of the Facility Acquisition and any institutional funding secured by SSC. In the event the Amalgamation and transactions contemplated pursuant to this Agreement are not completed by the Outside Date and this Agreement is terminated in accordance with the terms herein, the Dash Loan shall be returned to Dash within 30 Business Days of the termination of this Agreement in full with interest at an interest rate per annum equal to the Prime Rate plus 3%, whereby, for greater certainty, the Dash Loan interest shall be calculated from the date the Dash Loan is advanced to SSC until the date the Dash Loan is returned to Dash.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF SSC

4.1 Representations and Warranties of SSC

SSC represents and warrants to Dash as follows and acknowledges and confirms that Dash is relying on such representations and warranties in connection with its entering into this Agreement. The representations and warranties are provided in the context of the Amalgamation and completion of all or any part of the Amalgamation will not constitute a violation of any of the representations and warranties set forth below.

4.2 Corporate Standing

SSC is a valid and subsisting corporation under the Applicable Law of the Province of Alberta and is duly qualified or registered to transact business in each jurisdiction in which failure to be so qualified or registered would result in a SSC Material Adverse Effect.

4.3 Power and Authority

SSC has all requisite corporate power, authority and approvals to enter into this Agreement and each of the other agreements and instruments to be delivered by SSC concurrently herewith, as required for completion of the Amalgamation, and to perform all of its obligations hereunder and thereunder, and this Agreement has been, and such other agreements and instruments that are required hereunder to be delivered by SSC are duly executed and delivered by SSC and constitute, and will constitute, legal, valid and binding obligations of SSC enforceable against SSC in accordance with their respective terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

4.4 Approval by the SSC Board of Directors

The board of directors of SSC have unanimously: (i) approved the Amalgamation and the execution, delivery and performance of this Agreement; and (ii) directed that the matters to be approved at the SSC Meeting be submitted to the SSC Shareholders at the SSC Meeting or by way of written resolution, and unanimously recommended approval thereof.

4.5 Execution and Delivery

The execution and delivery of this Agreement and each of the agreements and instruments to be delivered pursuant to the Amalgamation by SSC, and the completion by SSC of the transactions contemplated hereby and thereby, do not and will not:

- (a) result in any breach of, or constitute a default under, and do not and will not create a state of facts which, after notice or lapse of time or both, would result in a breach of or constitute a default under, any term or provision of the articles, bylaws or resolutions (whether of the directors, a committee of the directors or the shareholders) of SSC, any Applicable Law, any indenture, mortgage, note, Contract (written or oral), instrument or other document to which SSC is a party or by which it is bound, or any judgment, decree, order, statute, rule, policy, instrument or regulation applicable to SSC, which default or breach might reasonably be expected to have a SSC Material Adverse Effect; or

- (b) create a right for any other Party to terminate, accelerate or in any way alter any other rights existing under any indenture, mortgage, note, Contract (written or oral), instrument or other document to which SSC is a Party or by which it is bound which, upon exercise of such right, might reasonably be expected to have a SSC Material Adverse Effect.

4.6 Corporate Records

The corporate records and minute books of SSC are complete and true and correct in all material respects and the minute books contains copies of the Constatng Documents of SSC and minutes of all meetings of the directors, committees of directors and shareholders of SSC and of all written resolutions of such directors, committees and shareholders and all such meetings were duly called and properly held and all such resolutions were properly adopted.

4.7 No Defaults Under Applicable Law

SSC has not received any notice, and, to the knowledge of SSC, it is not in default or violation, of any material order, rule, regulation, writ, injunction or decree of any court or Authorized Authority any statute, regulation, rule, policy or bylaw which have a SSC Material Adverse Effect.

4.8 Bankruptcy

- (a) No action or proceeding has been commenced or filed by or against SSC which seeks or would reasonably be expected to lead to:
 - (i) receivership, bankruptcy, a commercial proposal or similar proceeding of SSC;
 - (ii) the adjustment or compromise of claims against SSC; or
 - (iii) the appointment of a trustee, receiver, liquidator, custodian or other similar officer for SSC or any portion of its assets, and no such action or proceeding has been authorized or is being considered by or on behalf of SSC.
- (b) SSC has not:
 - (i) made, or is considering making, an assignment for the benefit of its creditors; or
 - (ii) requested, or is considering requesting, a meeting of its creditors to seek a reduction, compromise, composition or other accommodation with respect to its indebtedness.

4.9 SSC Material Contracts

SSC has disclosed in writing to Dash: (a) every Contract to which SSC is a party requiring payment by or to SSC of an amount in any one year in the aggregate of \$50,000; (b) every Contract to which SSC is a party that has or would reasonably be expected to have any material direct or indirect effect (by license, assignment or otherwise) on the SSC Assets or the SSC Business; and (c) every Contract to which SSC is a party with any directors, officers, shareholders, consultants or key employees of SSC, but excluding employment Contracts (the "**SSC Material Contracts**"). Each of the SSC Material Contracts constitutes a legally valid and binding agreement of SSC, enforceable in accordance with their respective terms and, to the knowledge of SSC, no party thereto is in default in the observance or performance of any term or obligation to be performed by it under any such SSC Material Contract or agreement which is material to

the SSC Business and no event has occurred which with notice or lapse of time or both would directly or indirectly constitute such a default, in any such case which default or event would reasonably be expected to have a SSC Material Adverse Effect. SSC has not received any written notice that any party to a SSC Material Contract intends to cancel, terminate or not renew its relationship with SSC and, to the knowledge of SSC, no such action is pending or threatened.

4.10 Compliance with Applicable Law; Registrations

- (a) SSC has filed all material statements and reports required to be filed with any Authorized Authority having jurisdiction and have complied and are complying in all material respects with all Applicable Law respecting SSC and the conduct of the SSC Business.
- (b) SSC has all requisite power and authority and has all necessary registrations, licenses and permits to carry on SSC Business as now conducted by it and to own, lease and operate its properties and assets and all such licenses, registrations or qualifications which are material are valid and existing in good standing, except to the extent that the failure to have such registrations, licences and permits or to have such licenses, registration or qualifications in good standing, either individually or in the aggregate, would reasonably be expected to have a SSC Material Adverse Effect.

4.11 Subsidiaries

SSC has no direct or indirect subsidiaries as that term is defined in the ABCA.

4.12 Capitalization

The authorized capital of SSC consist of an unlimited number of common shares and first preferred shares. As of the date hereof, there are 34,010,376 SSC Shares issued and outstanding and nil first preferred shares.

4.13 Information Provided

The information and statements (other than any forecasts, projections or opinions) which have been supplied by SSC for the purposes of Dash's due diligence purposes were true and correct in all material respects, as of the respective dates of such information or statements and as at the date hereof.

4.14 Partnerships or Joint Ventures

SSC is not a partner or participant in any partnership, joint venture, profit-sharing arrangement or other association of any kind and is not party to any agreement under which SSC agrees to carry on any part of the SSC Business or any other activity in such manner or by which SSC agrees to share any revenue or profit with any other Person.

4.15 Financial Statements

The SSC Financial Statements have been prepared in accordance with IFRS and fairly, completely and accurately present in all material respects the financial position of SSC and its results of operations and there has been no SSC Material Adverse Change in the financial position of SSC since the date thereof and the SSC Business has been carried on in the usual and Ordinary Course consistent with past practice since the date thereof. SSC (on a consolidated basis) has no assets and has no liabilities or obligations (absolute, accrued, contingent or otherwise) in excess of \$50,000, except: (a) as disclosed in writing to Dash; (b) as

set out in the SSC Financial Statements; (c) current liabilities incurred after March 31, 2021 which liabilities are consistent with the past practices of SSC and is taken in the Ordinary Course of the normal day-to-day operations of SSC; or (d) in connection with the Amalgamation.

4.16 Financial Records and Accounting

- (a) The financial books, records and accounts of SSC: (i) have been maintained, in all material respects, in accordance with IFRS; (ii) are stated in reasonable detail; (iii) accurately and fairly reflect all the material transactions, acquisitions and dispositions of SSC; and (iv) accurately and fairly reflect the basis of the SSC Financial Statements.
- (b) There are no material off-balance sheet transactions, arrangements or obligations (including contingent obligations) of SSC which are required to be disclosed and are not disclosed or reflected in the SSC Financial Statements and SSC does not have any material liabilities, obligations, indebtedness or commitments, whether accrued, absolute, contingent or otherwise, which are not disclosed or referred to in the SSC Financial Statements other than those incurred in the Ordinary Course of business.
- (c) There has been no change in accounting policies or practices of SSC since the date of its incorporation, other than as required by IFRS and as disclosed in the SSC Financial Statements.

4.17 Auditors

The auditors of SSC, Kenway Mack Slusarchuk Stewart LLP, who audited the financial statements of SSC for the year ended December 31, 2020 and who provided their audit report thereon are independent public accountants as required under applicable legislation and there has never been a reportable disagreement (within the meaning of NI 51-102) with the present auditors of SSC.

4.18 Capital Expenditures

The capital spending program of SSC as disclosed in writing to Dash sets out all commitments to expend any capital expenditures in excess of \$50,000, individually or in the aggregate, to which SSC is subject.

4.19 No Judgments, Lawsuits or Claims

There are no outstanding judgments against SSC or any consent decrees or injunctions to which SSC is subject or by which its respective assets are bound and there are no claims, proceedings, actions or lawsuits in existence, or, to SSC's knowledge, threatened or asserted, against SSC with respect to any of the assets or interests therein of SSC that would have a SSC Material Adverse Effect, including but not limited to environmental actions or claims, or which affect or may affect the cancellation of the Transferred SSC Shares or which would impair the ability of SSC to consummate the Amalgamation or to duly observe and perform any of its covenants or obligations contained in this Agreement or the agreements contemplated herein and SSC is not aware of any existing ground on which such action, suit, proceeding or inquiry might be commenced with any reasonable likelihood of success.

4.20 Environmental Compliance

Except as would not have a SSC Material Adverse Effect:

- (a) SSC has conducted, and is conducting, the SSC Business (including, for greater certainty, all waste disposal pertaining to the SSC Assets) in compliance in all material respects with all Environmental Laws of each jurisdiction in which it carries on the SSC Business.
- (b) SSC is in possession of, and in compliance with, all material environmental licences or permits that are required to own, lease, develop and operate the SSC Assets and the SSC Business and all such approvals are in full force and effect.

4.21 Notice of Environmental Actions

Except as would not have a SSC Material Adverse Effect:

- (a) there are no claims, or to the knowledge of SSC, threatened or pending claims, against SSC arising out of any Environmental Laws;
- (b) there are no spills, releases, deposits or discharges of Hazardous Substances, or wastes into the earth, subsoil, underground waters, air or into any body of water or any municipal or other sewer or drain water systems by SSC, or on or underneath any location which is or was currently or formerly owned, leased or otherwise operated by SSC that have not been fully remediated;
- (c) SSC has not settled any allegation of non-compliance of any Environmental Laws short of prosecution;
- (d) SSC has not received notice of any orders or directions from a Authorized Authority relating to violations of Environmental Laws requiring any work, repairs, construction or capital expenditures to be made with respect to the SSC Assets, including, without limitation, any regulations respecting the use, storage, treatment, transportation or disposition of Hazardous Substances;
- (e) SSC has not assumed or retained by contract or operation of law any losses, expenses, claims, damages or liabilities of any third party pursuant to applicable Environmental Laws; and
- (f) to the knowledge of SSC, it has not failed to report to the proper Authorized Authority the occurrence of any event which is required to be so reported by any Environmental Law.

4.22 Entitlements

Except: (a) for the holders of SSC Options; (b) the holders of SSC Warrants; and (c) pursuant to the Brokered Financing and Amalgamation, no Person has any agreement with SSC or any privilege, warrant, convertible security or option exercisable against SSC or any right capable of being an agreement with SSC for the purchase of any of the Transferred SSC Shares or any agreement with SSC or any privilege, warrant, convertible security or option exercisable against SSC or any right capable of becoming an agreement with SSC for the purchase, subscription or issuance of any unissued shares or any other securities of SSC.

4.23 Tax Matters

- (a) SSC is, immediately before the Amalgamation, a "taxable Canadian corporation" for purposes of the ITA.
- (b) SSC has prepared and filed when due with each relevant Authorized Authority all Tax Returns required to be filed by or on behalf of it in respect of any Taxes. All such Tax Returns are correct and complete in all material respects. No extension of time in which to file any such Tax Returns is in effect. No Authorized Authority has asserted that SSC is required to file Tax Returns or pay any Taxes in any jurisdiction where it does not do so.
- (c) SSC has paid in full and when due all Taxes required to be paid by it, whether or not such Taxes are shown on a Tax Return or on any assessments or reassessments.
- (d) No assessments or reassessments of the Taxes of SSC are currently the subject of an objection or appeal. SSC has not executed or filed with any Authorized Authority any agreement or waiver extending the period for assessment, reassessment or collection of any Taxes.
- (e) SSC has withheld from each payment made to any Person, including any of its present or former employees, officers and directors, and all Persons who are or are deemed to be non-residents of Canada for purposes of the ITA, all amounts required by Applicable Law to be withheld, and has remitted such withheld amounts within the prescribed periods to the appropriate Authorized Authority. SSC has remitted all Canada Pension Plan contributions, provincial pension plan contributions, employment insurance premiums, employer health taxes and other Taxes payable or required to be withheld and remitted by it in respect of its employees to the appropriate Authorized Authority within the time required under Applicable Law.
- (f) SSC has maintained and continues to maintain at its place of business in Canada all records and books of account required to be maintained under the ITA, the *Excise Tax Act* (Canada) and any comparable Applicable Law of any province or territory in Canada, including Applicable Laws relating to sales and use taxes.

4.24 Employment Matters and Employee Plans

- (a) SSC has 22 full-time employees and 1 part-time employee, as disclosed in writing to Dash. SSC has disclosed in writing to Dash a list of the executive employment agreements between SSC and each of its executive employees, copies of which have been provided to Dash.
- (b) SSC has no Employee Plans of any nature whatsoever, except for those Employee Plans disclosed in writing to Dash.
- (c) Other than as disclosed in writing to Dash, SSC does not have any executive employment contracts (the "**Employment Agreements**") that contain termination, change of control, or other significant financial obligations of SSC, and the completion of the Amalgamation will not trigger any provisions in the Employment Agreements that could result in a financial payout of greater than \$50,000 in the aggregate. SSC has provided true and correct copies of the Employment Agreements and amendments that have been made thereto prior to the date of this Agreement.

- (d) SSC is not a party to a collective bargaining agreement. To the knowledge of SSC, there are no union organizing efforts being made at SSC.
- (e) SSC is operating in material compliance with Applicable Law relating to employees, including employment standards, human rights, occupational health and safety, all pay equity and employment equity legislation other than such non-compliance which would not reasonably be expected to have a SSC Material Adverse Effect.
- (f) To the knowledge of SSC there are no complaints or threatened complaints against SSC before any employment standards branch or tribunal or human rights commission or tribunal, nor, any occurrence which might lead to a complaint under any human rights legislation, employment standards legislation, health and safety legislation, workers' compensation legislation or pay equity legislation.
- (g) There are no outstanding decisions or settlements or pending settlements under employment standards, human rights legislation, health and safety legislation, workers' compensation legislation, payment equity legislation or labour relations legislation which place any obligation upon SSC to do or refrain from doing any act or place a material financial obligation on SSC.
- (h) Neither the execution and delivery of this Agreement nor the performance of the obligations of SSC thereunder will entitle any current or former employee of SSC to any severance pay, bonus or other similar payment.

4.25 SSC Required Consents

There is no requirement to obtain any consent, approval or waiver of any party in connection with the Amalgamation, except for the SSC Amalgamation Resolution.

4.26 Change of Control Provisions

SSC is not a party to or bound by any written or oral agreement or instrument under which the Amalgamation would require a payment of any amount or cause the acceleration of the payment of any amount by SSC.

4.27 SSC Assets

Since March 31, 2021, other than entering into of this Agreement and the performance of the obligations hereunder: (a) there has not been any material adverse change in the SSC Assets (including Liabilities) or the SSC Business; (b) except as disclosed in writing to Dash, there has not been any material change in the capital stock or long-term debt of SSC on a consolidated business; (c) SSC has carried on the SSC Business in the Ordinary Course; and (d) SSC has not approved and has not entered into any agreement in respect of: (i) the purchase of any material property or assets or any interest therein (other than the Facility Acquisition and in connection with the Amalgamation) or the sale, transfer or disposition of any material portion of the SSC Assets whether by asset sale, transfer of shares or otherwise; or (ii) the change of control, by sale or transfer of shares or sale of all or substantially all of the property and assets of SSC or otherwise (other than in connection with the Amalgamation), of SSC.

4.28 Real Property and Leases

Except for the Facility following the Facility Acquisition, SSC has no right, title or interest in any real property and is not a party to any lease or agreement in the nature of a lease for real property or land (other than office, vehicle or equipment leases entered into in the Ordinary Course), whether as lessor or lessee.

4.29 Personal Property

Other than as would not have a SSC Material Adverse Effect, SSC has good and valid title to, or a valid and enforceable leasehold interest in, all personal property owned or leased by it, subject to Permitted Encumbrances.

4.30 Pre-emptive Rights

There are no material outstanding rights of first refusal or other pre-emptive rights which entitle any person to acquire any of the SSC Assets that will be triggered or accelerated by the Amalgamation.

4.31 Insider Debt

None of the directors, former directors, officers, former officers, shareholders, former shareholders or employees of SSC or any Person not dealing at arm's length with any of the foregoing is indebted to SSC.

4.32 Non-Arm's Length Transactions

Other than as set forth in or otherwise permitted by the terms of the applicable Employment Agreements, no officer or employee of SSC and no entity that is an affiliate or associate of one or more of such individuals:

- (a) owns, directly or indirectly, in whole or in part, any property that SSC uses in the operation of the SSC Business; or
- (b) has any cause of action or other claim whatsoever against SSC in connection with the SSC Business.

4.33 Residency

There are no holders of SSC Shares resident outside of Canada that together, in the aggregate, own a majority of the outstanding SSC Shares.

4.34 Finder's Fees

SSC has not retained nor will it retain any financial advisor, broker, agent or finder or paid or agreed to pay any financial advisor, broker, agent or finder on account of this Agreement, any transaction contemplated hereby or any transaction presently ongoing or contemplated other than in connection with the Brokered Financing.

4.35 Insurance

Policies of insurance that are in force as of the date hereof naming SSC as an insured adequately and reasonably cover all risks as are customarily covered by cannabis companies in the industry in which

SSC operates and having regard to the nature of the risk insured and the relative cost of obtaining insurance protect SSC's interests. SSC is in compliance, in all material respects, with the terms of such policies and instruments in all material respects. All such policies shall remain in force and effect and shall not be cancelled or otherwise terminated as a result of the transactions contemplated by this Agreement.

4.36 Title

Although it does not warrant title, SSC has no reason to believe that SSC does not have title to the SSC Assets (for the purpose of this Section, the foregoing are referred to as the "**Interests**") and does represent and warrant that the Interests are free and clear of adverse claims created by, through or under SSC, except those arising in the Ordinary Course of business which are not material in the aggregate or would not have a SSC Material Adverse Effect.

4.37 Qualifying Transaction

- (a) The SSC Assets and SSC Business are sufficient to meet the initial listing requirements of the TSXV and, upon completion of the Amalgamation shall be sufficient to constitute a Qualifying Transaction, such that Dash will no longer be designated a "capital pool company".
- (b) To the knowledge of SSC, none of the directors or officers of SSC (including upon completion of the Qualifying Transaction) are now, or have ever been, subject to an order or ruling of any securities regulatory authority or stock exchange that currently prohibits such individual from acting as a director or officer of a public company or of a company listed on the TSXV.

4.38 Compliance with Certain Laws

- (a) The operations of SSC are and have been conducted at all times in compliance with the anti-money laundering statutes of all applicable jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any Authorized Authorities to which they are subject, including the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada)* (the "**Anti-Money Laundering Laws**") and no action, suit or proceeding by or before any Authorized Authorities or any arbitrator involving SSC with respect to the Anti-Money Laundering Laws is, to the knowledge of SSC, pending or threatened.
- (b) Neither SSC nor any director or officer, or, to the knowledge of SSC, employee, agent or other Person acting on behalf of SSC has: (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; (ii) made any direct or indirect unlawful payment to any foreign or domestic governmental official from corporate funds; (iii) violated or is in violation of any provision of the *Corruption of Foreign Public Officials Act (Canada)* or any other Applicable Law; or (iv) made any unlawful bribe, rebate, payoff, influence payment, kickback or other unlawful payment.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES OF DASH AND SUBCO

5.1 Representations and Warranties of Dash and SubCo

Dash and SubCo represent and warrant to SSC as follows and acknowledge and confirm that SSC is relying on such representations and warranties in connection with its entering into this Agreement. The representations and warranties are provided in the context of the Amalgamation and completion of all or any part of the Amalgamation will not constitute a violation of any of the representations and warranties set forth below.

5.2 Corporate Standing

Each of Dash and SubCo is a valid and subsisting corporation under the law of the provinces of Alberta and is duly qualified or registered to transact business in each jurisdiction in which failure to be so qualified or registered would result in a Dash Material Adverse Effect.

5.3 Power and Authority

Each of Dash and SubCo have all requisite corporate power, authority and approvals to enter into this Agreement and each of the other agreements and instruments to be delivered by Dash and SubCo concurrently herewith, as required for completion of the Amalgamation, and to perform all of their obligations hereunder and thereunder, and this Agreement has been, and such other agreements and instruments that are required hereunder to be delivered by Dash and SubCo are duly executed and delivered by Dash and SubCo, as applicable, and constitute, and will constitute, legal, valid and binding obligations of Dash and SubCo, as applicable, enforceable against such Party in accordance with their respective terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

5.4 Approval by the Dash Board of Directors

The board of directors of Dash have unanimously: (i) approved the Amalgamation and the execution, delivery and performance of this Agreement; (ii) directed that the matters to be approved at the Dash meeting be submitted to the Dash Shareholders at the Dash Meeting, and unanimously recommended approval thereof; and (iii) approved the execution and delivery of the SubCo Amalgamation Resolution by Dash.

5.5 Approval by the SubCo Board of Directors

The board of directors of SubCo has unanimously approved the Amalgamation and the execution, delivery and performance of this Agreement.

5.6 Execution and Delivery

The execution and delivery of this Agreement and each of the agreements and instruments to be delivered pursuant to the Amalgamation by Dash and SubCo, and the completion by Dash and SubCo of the transactions contemplated hereby and thereby, do not and will not:

- (a) result in any breach of, or constitute a default under, and do not and will not create a state of facts which, after notice or lapse of time or both, would result in a breach of or constitute a default under, any term or provision of the articles, bylaws or resolutions (whether of the

directors, a committee of the directors or the shareholders) of Dash or SubCo, any Applicable Law, any indenture, mortgage, note, Contract (written or oral), instrument or other document to which Dash or SubCo is a party or by which it is bound, or any judgment, decree, order, statute, rule, policy, instrument or regulation applicable to Dash or SubCo; or

- (b) create a right for any other party to terminate, accelerate or in any way alter any other rights existing under any indenture, mortgage, note, Contract (written or oral), instrument or other document to which Dash or SubCo is party or by which either is bound.

5.7 Corporate Records

The corporate records and minute books of Dash are complete and true and correct in all material respects and the minute books contains copies of the Constating Documents of Dash and minutes of all meetings of the directors, committees of directors and shareholders of Dash and of all written resolutions of such directors, committees and shareholders and all such meetings were duly called and properly held and all such resolutions were properly adopted.

5.8 No Defaults Under Applicable Law

Dash has not received any notice, and, to the knowledge of Dash, it is not in default or violation, of any material order, rule, regulation, writ, injunction or decree of any court or Authorized Authority or any statute, regulation, rule, policy or bylaw.

5.9 Bankruptcy

- (a) No action or proceeding has been commenced or filed by or against Dash which seeks or would reasonably be expected to lead to:
 - (i) receivership, bankruptcy, a commercial proposal or similar proceeding of Dash;
 - (ii) the adjustment or compromise of claims against Dash; or
 - (iii) the appointment of a trustee, receiver, liquidator, custodian or other similar officer for Dash or any portion of its assets, and no such action or proceeding has been authorized or is being considered by or on behalf of Dash.
- (b) Dash has not:
 - (i) made, and is not considering making, an assignment for the benefit of its creditors; or
 - (ii) requested, and is not considering requesting, a meeting of its creditors to seek a reduction, compromise, composition or other accommodation with respect to its indebtedness.

5.10 Business

Dash does not carry on any active business and does not hold any property or assets other than cash and cash equivalents. SubCo has been incorporated solely for the purpose of the Amalgamation and has

never carried on any active business (other than such business required in connection with the Amalgamation), and has no material assets or liabilities.

5.11 Dash Material Contracts

There are no material Contracts of Dash other than those publicly available under Dash's profile on SEDAR (the "**Dash Material Contracts**"). Each of the Dash Material Contracts constitutes a legally valid and binding agreement of Dash enforceable in accordance with their respective terms and, to the knowledge of Dash, no party thereto is in default in the observance or performance of any term or obligation to be performed by it under any such Dash Material Contract or agreement which is material to the business of Dash and no event has occurred which with notice or lapse of time or both would directly or indirectly constitute such a default, in any such case which default or event would reasonably be expected to have a Dash Material Adverse Effect. Dash has not received any written notice that any party to a Dash Material Contract intends to cancel, terminate or not renew its relationship with Dash and to the knowledge of Dash, no such action is pending or threatened.

5.12 Compliance with Applicable Law; Registrations.

- (a) Dash has filed all material statements and reports required to be filed with any Authorized Authority having jurisdiction and have complied and are complying in all material respects with Applicable Law respecting Dash and the conduct of Dash's business.
- (b) Dash has all requisite power and authority and has all necessary registrations, licenses and permits to carry on its business as now conducted by it and to own, lease and operate its properties and assets and all such licenses, registrations or qualifications which are material are valid and existing in good standing.

5.13 Subsidiaries

Other than SubCo, a corporation incorporated under the ABCA and wholly-owned by Dash, Dash has no subsidiaries as that term is defined in the ABCA.

5.14 Capitalization

- (a) The authorized share capital of Dash consists of an unlimited number of common shares and an unlimited number of first preferred shares, of which, 11,000,000 Dash Shares are issued and outstanding as fully paid and non-assessable shares in the capital of Dash.
- (b) The authorized share capital of SubCo consists of an unlimited number of common shares and an unlimited number of preferred shares of which, 100 SubCo Shares are issued and outstanding as fully paid and non-assessable shares in the capital of SubCo and are held by Dash.

5.15 Information Provided

The information and statements (other than any forecasts, projections or opinions) which have been supplied by Dash for the purposes of SSC's due diligence purposes or for inclusion or incorporation by reference into the Filing Statement were true and correct in all material respects, as of the respective dates of such information or statements and as at the date hereof.

5.16 Partnerships or Joint Ventures

Dash is not a partner or participant in any partnership, joint venture, profit-sharing arrangement or other association of any kind and is not party to any agreement under which Dash agrees to carry on any part of the business of Dash or any other activity in such manner or by which Dash agrees to share any revenue or profit with any other Person.

5.17 Financial Statements.

The Dash Financial Statements have been prepared in accordance with IFRS, and fairly, completely and accurately present in all material respects the financial position of Dash and its results of operations and there has been no Dash Material Adverse Change in the financial position of Dash since the date thereof and the business of Dash has been carried on in the usual and Ordinary Course consistent with past practice since the date thereof. Dash (on a consolidated basis) has no assets and has no liabilities or obligations (absolute, accrued, contingent or otherwise) in excess of \$50,000, except: (a) as disclosed in writing to SSC before the date hereof; (b) as set out in the most recent financial statements of Dash delivered to SSC; (c) current liabilities incurred since incorporation which liabilities are consistent with the past practices of Dash and is taken in the Ordinary Course of the normal day-to-day operations of Dash; or (d) in connection with the Amalgamation.

5.18 No Judgments, Lawsuits or Claims

There are no outstanding judgments against Dash or any consent decrees or injunctions to which Dash is subject or by which its assets are bound and there are no claims, proceedings, actions or lawsuits in existence, or, to Dash's knowledge, threatened or asserted, against Dash or with respect to any of the assets or interests therein of Dash, including but not limited to environmental actions or claims, or which affect or may affect the distribution of the Dash Shares contemplated in 2.9(b) or which would impair the ability of Dash to consummate the Amalgamation or to duly observe and perform any of its covenants or obligations contained in this Agreement or the agreements contemplated herein and Dash is not aware of any existing ground on which such action, suit, proceeding or inquiry might be commenced with any reasonable likelihood of success.

5.19 Entitlements

No Person has any agreement with Dash or any privilege, warrant, convertible security or option exercisable against Dash or any right capable of being an agreement with Dash for the purchase of any of the Dash Shares or any agreement with Dash or any privilege, warrant, convertible security or option exercisable against Dash or any right capable of becoming an agreement with Dash for the purchase, subscription or issuance of any unissued Dash Shares or any other securities of Dash, except pursuant to this Agreement and except for: (a) 1,100,000 Dash Options to purchase 1,100,000 Dash Shares; and (b) options granted to the Agent to purchase up to 750,000 Dash Shares.

5.20 Tax Matters

- (a) Dash is not a non-resident of Canada for purposes of the ITA.
- (b) SubCo is, immediately before the Amalgamation, a "taxable Canadian corporation" for purposes of the ITA.
- (c) Dash and SubCo have prepared and filed when due with each relevant Authorized Authority all Tax Returns required to be filed by or on behalf of it in respect of any Taxes.

All such Tax Returns are correct and complete in all material respects. No extension of time in which to file any such Tax Returns is in effect. No Authorized Authority has asserted that Dash or SubCo are required to file Tax Returns or pay any Taxes in any jurisdiction where it does not do so.

- (d) Dash and SubCo have paid in full and when due all Taxes required to be paid by it, whether or not such Taxes are shown on a Tax Return or on any assessments or reassessments.
- (e) No assessments or reassessments of the Taxes of Dash or SubCo are currently the subject of an objection or appeal. Dash and SubCo have not executed or filed with any Authorized Authority any agreement or waiver extending the period for assessment, reassessment or collection of any Taxes.
- (f) Dash and SubCo have withheld from each payment made to any Person, including any of its present or former employees, officers and directors, and all Persons who are or are deemed to be non-residents of Canada for purposes of the ITA, all amounts required by Applicable Law to be withheld, and has remitted such withheld amounts within the prescribed periods to the appropriate Authorized Authority. Dash and SubCo have remitted all Canada Pension Plan contributions, provincial pension plan contributions, employment insurance premiums, employer health taxes and other Taxes payable or required to be withheld and remitted by it in respect of its employees to the appropriate Authorized Authority within the time required under Applicable Law.
- (g) Dash and SubCo have maintained and continues to maintain at its place of business in Canada all records and books of account required to be maintained under the ITA, the *Excise Tax Act* (Canada) and any comparable Applicable Law of any province or territory in Canada, including Applicable Laws relating to sales and use taxes.

5.21 Employee Commitments

- (a) Dash does not, and has never had, any employees.
- (b) There are no Contracts, written or oral, between Dash and any other party on the other side, relating to payment, remuneration or compensation for work performed or services provided (other than professional advisors engaged by Dash) or that would require any payment to be made as a result of the completion of the transactions contemplated in this Agreement.
- (c) Dash has no Employee Plans of any nature whatsoever nor has it ever had any such plans other than the Dash Option Plan.
- (d) There are no actions, suits or claims pending, threatened or reasonably anticipated against Dash in connection with the Dash Option Plan, and there are no audits, inquiries or proceedings pending or, to the knowledge of Dash, threatened by any Authorized Authority with respect to the Dash Option Plan, which in either case could reasonably be expected to result in material Liabilities to Dash.

5.22 Dash Required Consents

There is no requirement to obtain any consent, approval or waiver of any party in connection with the Amalgamation, except for:

- (a) the approval of the SubCo Amalgamation Resolution by Dash as the sole shareholder of Subco;
- (b) the approval of the Dash Resolutions;
- (c) the Exchange Acceptance; and
- (d) those consents, approvals or waivers which, if not obtained or made, would not prevent or delay the consummation of the Amalgamation or otherwise prevent Dash from performing its obligations under this Agreement and would not be reasonably likely to have a Dash Material Adverse Effect.

5.23 Change of Control Provisions

Dash is not a party to or bound by any written or oral agreement or instrument under which the Amalgamation would require a payment of any amount or cause the acceleration of the payment of any amount by Dash.

5.24 Real Property and Leases

Dash has no right, title or interest in any real property and is not a party to any lease or agreement in the nature of a lease, whether as lessor or lessee.

5.25 Pre-emptive Rights

Other than the Agent's right of participation set forth in the IPO Agency Agreement, there are no material outstanding rights of first refusal or other pre-emptive rights that will be triggered or accelerated by the Amalgamation.

5.26 Insider Debt

None of the directors, former directors, officers, former officers, shareholders, former shareholders or employees of Dash or any Person not dealing at arm's length with any of the foregoing is indebted to Dash.

5.27 Non-Arm's Length Transactions

No officer of Dash and no entity that is an affiliate or associate of one or more of such individuals:

- (a) owns, directly or indirectly, in whole or in part, any property that Dash uses in the operation of Dash business, other than as used by Dash for administrative purposes; or
- (b) has any cause of action or other claim whatsoever against Dash in connection with Dash's business.

5.28 Finder's Fees

Except for the Agent in connection with the Agent's right of participation set forth in the IPO Agency Agreement, Dash has not retained nor will it retain any financial advisor, broker, agent or finder or paid or agreed to pay any financial advisor, broker, agent or finder on account of this Agreement, any transaction contemplated hereby or any transaction presently ongoing or contemplated.

5.29 Compliance with Certain Laws

- (a) The operations of Dash are and have been conducted at all times in compliance with the Anti-Money Laundering Laws and no action, suit or proceeding by or before any Authorized Authorities or any arbitrator involving Dash with respect to the Anti-Money Laundering Laws is, to the knowledge of Dash, pending or threatened.
- (b) Neither Dash nor any director or officer, or, to the knowledge of Dash, employee, agent or other Person acting on behalf of Dash has: (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; (ii) made any direct or indirect unlawful payment to any foreign or domestic governmental official from corporate funds; (iii) violated or is in violation of any provision of the *Corruption of Foreign Public Officials Act* (Canada) or any other Applicable Law; or (iv) made any unlawful bribe, rebate, payoff, influence payment, kickback or other unlawful payment.

5.30 Reporting Issuer Status

Dash is a "reporting issuer" within the meaning of the Canadian Securities Laws, is in material compliance with its obligations as a reporting issuer, and none of the British Columbia Securities Commission, the Alberta Securities Commission, the Financial and Consumer Affairs Authority of Saskatchewan, the Ontario Securities Commission, the TSXV or other Authorized Authority has issued any order preventing the Amalgamation or the trading of any securities of Dash other than in connection with the Amalgamation.

5.31 TSXV Policies

Dash is in material compliance with all policies and requirements of the TSXV, including without limitation, the Policy and has not carried on any business or activities except as permitted thereby.

5.32 Share Issuance

Subject to applicable Canadian Securities Laws and the rules and policies of the TSXV, Dash has the full and lawful right and authority to issue Dash QT Shares to the SSC shareholders, in connection with the Amalgamation, and upon issuance such shares will be validly issued as fully paid and non-assessable common shares in the capital of Dash free and clear of all Encumbrances.

5.33 Public Disclosure Documents

Dash is current in the filing of all public disclosure documents required to be filed by Dash under applicable Canadian Securities Laws and TSXV rules (including all Contracts required by Canadian Securities Laws to be filed by Dash), there are no filings that have been made thereunder on a confidential basis and all of such filings comply, in all material respects, with the requirements of all applicable Canadian Securities Laws. No portion of the public disclosure documents filed by Dash under the Canadian Securities Laws and stock exchange rules contained a Misrepresentation as at its date of public dissemination.

5.34 Listing

The Dash Shares are listed for trading on the TSXV under the trading symbol "DCX.P" and are currently subject to a temporary suspension (halt) of trading imposed by the TSXV on June 10, 2021.

5.35 Auditors

The auditors of Dash, BDO Canada LLP, who audited the financial statements of Dash for the period from incorporation to January 31, 2021 and who provided their audit report thereon are independent public accountants as required under applicable legislation and there has never been a reportable disagreement (within the meaning of NI 51-102) with the present auditors of Dash.

5.36 Dash Information

Dash is a CPC as that term is defined in the Policy and Dash has conducted no business other than as permitted by the Policy.

ARTICLE 6 NON-SURVIVAL OF REPRESENTATIONS AND WARRANTIES

6.1 Non-Survival and Reliance

Dash acknowledges and agrees that SSC may rely on the representations and warranties made by Dash and SubCo pursuant to Article 5 and SSC acknowledges that Dash may rely on the representations and warranties made by SSC in Article 4. The representations and warranties of each Party shall not survive the completion of the Amalgamation and shall expire and be terminated and extinguished upon the Amalgamation becoming effective.

ARTICLE 7 COVENANTS

7.1 Confidentiality

- (a) Each Party agrees that it shall keep strictly confidential and shall not disclose, copy, reproduce or distribute, or cause or permit to be disclosed, copied, reproduced or distributed any information concerning another Party (the "**Disclosing Party**"), its business, operations, assets and liabilities, that was obtained from another Party (or such Party's Representatives) (the "**Confidential Information**") to anyone except: (i) the receiving Party's (the "**Recipient**") directors, officers, employees, affiliates and advisors (the "**Representatives**") to whom disclosure is reasonably necessary for the purposes of or in connection with the transactions contemplated herein, and who have agreed to be bound by the terms of this Agreement; or (ii) as otherwise consented to in writing by the Disclosing Party. Each Recipient shall use reasonable commercial efforts to ensure that the Confidential Information remains strictly confidential and is not disclosed to or seen, used or obtained by any Person or entity except in accordance with the terms of this Agreement.
- (b) Prior to the Effective Date, each Recipient and its Representatives shall not use or cause to be used any Confidential Information for any purpose other than in connection with evaluating, negotiating or advising in connection with the transactions contemplated herein, and at no time shall a Recipient or its Representatives otherwise use or cause to be used any Confidential Information for the benefit of itself or any other third party or in any manner adverse to, or to the detriment of, the Disclosing Party or its shareholders.
- (c) Each Recipient shall instruct its Representatives to whom it makes disclosure that the disclosure is made in confidence and shall be kept in confidence and used only in

accordance with this Agreement. The Recipient is liable for any breach of the obligations under this Agreement committed by its Representatives.

- (d) Notwithstanding the foregoing:
 - (i) the obligations of the Recipient under this Section 7.1 shall not apply to any information that: (A) is publicly available or becomes publicly available through no action or fault of the Recipient; (B) was, as evidenced by the records of the Recipient, already in the Recipient's possession or known to the Recipient prior to being disclosed or provided to the Recipient by or on behalf of the Disclosing Party; (C) is obtained by the Recipient from a third party, provided, that, to the knowledge of the Recipient, without enquiry, such third party has the lawful right to disclose the Confidential Information; or (D) is independently developed by the Recipient without reference to the Confidential Information; and
 - (ii) a Recipient may disclose Confidential Information if and to the extent legally required or compelled to do so by Applicable Law or in any governmental, administrative or judicial process (the "**Compelled Disclosure**"). To the extent permitted by Applicable Law, the Recipient shall provide the Disclosing Party with prompt written notice of any request or requirement for Compelled Disclosure and shall co-operate with the Disclosing Party as the latter may reasonably and lawfully request with respect to the form, timing and nature of any Compelled Disclosure or seeking a protective order or other appropriate remedy. The Recipient may disclose only such Confidential Information as is specifically required or compelled to be disclosed and shall continue to use its reasonable commercial efforts to preserve the confidentiality of the Confidential Information.
- (e) After the Effective Date, a Recipient shall not use or disclose any Confidential Information of Dash, SubCo or SSC.
- (f) Upon the termination or rescission of this Agreement, each Recipient will promptly, if requested to do so by the Disclosing Party, return to the Disclosing Party or destroy all Confidential Information (including notes, writings and other material developed therefrom by the Recipient) and all copies thereof and retain none for its files. The requirements of confidentiality set forth herein shall survive the return or destruction of such Confidential Information.
- (g) Each Recipient hereby agrees that its failure or threat of failure to perform any obligation or duty which it has agreed to perform under this Agreement will cause irreparable harm to the Disclosing Party, which harm cannot be adequately compensated for by monetary damages. It is further agreed by each Recipient that an order of specific performance, injunctive relief or other equitable relief (or any combination thereof) against the Recipient in the event of a breach or default, or the threat of a breach or default, under this Section 7.1 would be equitable and accordingly, in such event the Disclosing Party, without any bond or other security being required and in addition to whatever other remedies are or might be available at law or in equity, shall have the right to specific performance or to injunctive relief or other equitable relief (or any combination thereof) against, the Recipient, with respect to any such event.
- (h) Each Recipient acknowledges that the Recipient is aware, and shall advise his or its Representatives, that Canadian Securities Laws prohibit any Person who has received

material non-public information from an issuer from purchasing or selling securities of such issuer or from communicating such information to any other Person.

7.2 Amalgamation

- (a) Dash and SSC shall use all commercially reasonable efforts and do all things necessary or reasonably desirable on its part to facilitate the implementation of the Amalgamation and all related matters in connection therewith as will be set forth in the Filing Statement, including without limiting the generality of the foregoing, applying for, obtaining and/or effecting as applicable: (i) the approval of the TSXV for the listing thereon of the Dash QT Shares; (ii) in the case of Dash, the name change of Dash and the Consolidation prior to the Effective Date; (iii) the approval of the TSXV for the Dash Loan; (iv) in the event that SSC is not able to obtain an exemption from the sponsorship requirements of the TSXV, the appointment of a Sponsor for the Qualifying Transaction; and (v) obtain such other consents, orders or approvals as counsel to SSC, Dash and SubCo may advise are reasonably necessary or desirable to be obtained for the implementation of the Amalgamation.
- (b) Dash and SSC shall use all commercially reasonable efforts to: (i) reconstitute the board of directors of Dash upon Closing of the Amalgamation in a manner that complies with the regulations of the TSXV and applicable Canadian Securities Laws and corporate laws; (ii) take and cause to be taken such other steps and actions and execute such other documents, agreements and instruments as may be reasonably necessary or desirable in connection with the consummation of the transactions contemplated hereby; and (iii) immediately notify the other in writing of any significant development in its business affairs, operations, capital, prospects or material change relating thereto upon becoming aware of any such development or change.
- (c) Dash and SSC shall prepare and file, or cause to be filed, any filings required under any Applicable Law, the rules and policies of the TSXV or other Authorized Authorities relating to the Amalgamation, and shall provide on a timely basis such information to each other as is necessary to complete such filings.
- (d) Dash covenants and agrees to take, in a timely manner, all commercially reasonable actions and steps necessary in order that effective as at the Closing Date: (i) the Dash QT Shares be listed and posted for trading on the TSXV; (ii) when received, Dash shall provide SSC with copies of the conditional and final approval of the Exchange Acceptance; and (iii) the Dash QT Shares to be distributed to the shareholders of SSC upon the Amalgamation are exempt from the prospectus and registration requirements of the Canadian Securities Laws.

7.3 Filing Statement

- (a) SSC and Dash shall ensure that the Filing Statement complies in all material respects with all Applicable Laws (including Canadian Securities Laws), and, without limiting the generality of the foregoing, that the Filing Statement shall not contain any Misrepresentations (provided that SSC shall not be responsible for the accuracy of any information relating solely to Dash or SubCo and Dash shall not be responsible for the accuracy of any information relating solely to SSC). The Filing Statement shall be acceptable in form and substance to each of SSC and Dash, each acting reasonably.

- (b) Dash shall furnish all such Dash Information as may be reasonably required in the preparation of the Filing Statement and other documents related thereto, and Dash shall ensure that all Dash Information included in the Filing Statement complies with Applicable Laws and, without limiting the generality of the foregoing, that the Dash Information will not contain a Misrepresentation, and, in that regard, the Filing Statement will set out the Dash Information in the form approved by Dash and the SSC Information in the form approved by SSC.
- (c) SSC shall furnish all such SSC Information as may be reasonably required in the preparation of the Filing Statement and other documents related thereto, and SSC shall ensure that all SSC Information included in the Filing Statement complies with Applicable Laws and, without limiting the generality of the foregoing, that the SSC Information will not contain a Misrepresentation, and, in that regard, the Filing Statement will set out the SSC Information in the form approved by SSC and the Dash Information in the form approved by Dash.
- (d) Each Party shall promptly notify the other Parties if, at any time before the Closing, it becomes aware that the Filing Statement contains a Misrepresentation, or otherwise requires an amendment or supplement; and the Parties shall co-operate in the preparation of any such amendment or supplement as required or appropriate, and Dash shall, if required by the TSXV or Applicable Law, file any amendment or supplement to the Filing Statement with the applicable securities regulatory authority and other Authorized Authority as required.
- (e) Dash shall indemnify and save harmless SSC and its directors, officers, employees, advisors and agents from and against any and all liabilities, claims, demands, losses, costs, damages and expenses (excluding any loss of profits or consequential damages) to which SSC or its directors, officers, employees, advisors or agents may be subject or which SSC or its directors, officers, employees, advisors or agents may suffer or incur, whether under the provisions of any statute or otherwise, in any way caused by, or arising, directly or indirectly, from or in consequence of:
 - (i) any Misrepresentation or alleged Misrepresentation contained solely in the Dash Information included in the Filing Statement or in any material filed by Dash in compliance or intended compliance with any Applicable Laws; and
 - (ii) any order made or any inquiry, investigation or proceeding by any securities commission or other competent authority based upon any untrue statement or omission or alleged untrue statement or omission of a Material Fact or any Misrepresentation or any alleged Misrepresentation in the Dash Information included in the Filing Statement or in any material filed by or on behalf of Dash in compliance or intended compliance with Canadian Securities Laws,except that Dash shall not be liable in any such case to the extent that any such liabilities, claims, demands, losses, costs, damages and expenses arise out of or are based upon any Misrepresentation or alleged Misrepresentation based solely on SSC Information included in the Filing Statement.
- (f) SSC shall indemnify and save harmless Dash and its directors, officers, employees, advisors and agents from and against any and all liabilities, claims, demands, losses, costs, damages and expenses (excluding any loss of profits or consequential damages) to which

Dash or its directors, officers, employees, advisors or agents may be subject or which Dash or its directors, officers, employees, advisors or agents may suffer or incur, whether under the provisions of any statute or otherwise, in any way caused by, or arising, directly or indirectly, from or in consequence of:

- (i) any Misrepresentation or alleged Misrepresentation contained solely in the SSC Information included in the Filing Statement or in any material filed by SSC in compliance or intended compliance with any Applicable Laws; and
- (ii) any order made or any inquiry, investigation or proceeding by any securities commission or other competent authority based upon any untrue statement or omission or alleged untrue statement or omission of a Material Fact or any Misrepresentation or any alleged Misrepresentation in the SSC Information included in the Filing Statement or in any material filed by or on behalf of SSC in compliance or intended compliance with Canadian Securities Laws,

except that SSC shall not be liable in any such case to the extent that any such liabilities, claims, demands, losses, costs, damages and expenses arise out of or are based upon any Misrepresentation or alleged Misrepresentation based solely on the Dash Information included in the Filing Statement.

7.4 Conduct of SSC Prior to Closing

Without in any way limiting any other obligations of SSC hereunder and other than as anticipated in this Agreement, during the period from the date hereof until the earlier of the Effective Date or the date this Agreement is terminated in accordance with its terms, SSC will use its commercially reasonable efforts to take, or cause to be taken, all action and to do, or cause to be done, all things necessary, proper or advisable: (a) to consummate and make effective as promptly as practicable the transactions contemplated by this Agreement; (b) to comply with all provisions of this Agreement; and (c) to cooperate with Dash in connection with the foregoing, including, without limitation, the following actions:

- (a) **Conduct of Business.** SSC will not, without the prior written consent of Dash, acting reasonably: (i) take any action, enter into any transaction that, if effected before the date of this Agreement, may interfere with or be inconsistent with the successful completion of the transactions contemplated herein; or (ii) take any action or fail to take any action which may result in a condition precedent to the transactions described herein not being satisfied.
- (b) **Notification.** SSC shall notify Dash of: (i) any SSC Material Adverse Change; (ii) any change, event, occurrence or state of facts that could reasonably be expected to become a SSC Material Adverse Change or to have a SSC Material Adverse Effect, in respect of the business or in the conduct of the SSC Business and of any event occurring subsequent to the date hereof that would render any representation or warranty of SSC contained in this Agreement, if made on or as of the date of such event or the Effective Date, to be untrue or inaccurate in any material respect; and (iii) any Permitted Business Opportunities.
- (c) **Interim Restrictions.** Other than as may be contemplated by this Agreement, SSC shall not directly or indirectly:
 - (i) amend its Constating Documents;

- (ii) except for any Subscription Receipts or SSC Shares issued pursuant to the conversion of such Subscription Receipts issued under the Brokered Financing or existing SSC Options and SSC Warrants, issue, sell, pledge, hypothecate, lease, dispose of or encumber any SSC Shares or other securities, or any right, option or warrant with respect thereto;
 - (iii) split, combine, redeem, purchase, offer to purchase or reclassify any of its securities or declare, pay or make any dividend or other distribution on the SSC Shares or distribute any of its properties or assets to any Person;
 - (iv) except for the Facility Acquisition, acquire or agree to acquire (by tender offer, exchange offer, merger, amalgamation, acquisition of shares or assets or otherwise) any Person, partnership, joint venture or other business organization or division or acquire or agree to acquire any assets;
 - (v) create any stock option or bonus plan, pay any bonuses, deferred or otherwise, or defer any compensation to any of its directors, officers or employees;
 - (vi) make any material change in accounting procedures or practices;
 - (vii) adopt resolutions or enter into any agreement providing for the consolidation, reorganization, liquidation, dissolution or any other extraordinary transaction in respect of itself, or adopt any plan of liquidation;
 - (viii) transfer any assets to any of its shareholders or any of their Subsidiaries or affiliates or assume any indebtedness or Liabilities from a shareholder or any of their Subsidiaries or affiliates or enter into any other related party transactions; or
 - (ix) enter into any agreement or understanding to do any of the foregoing.
- (d) **Corporate Action.** SSC will use its commercially reasonable efforts to take all necessary corporate action, steps and proceedings to approve or authorize, validly and effectively, the execution, delivery and performance of this Agreement and the other agreements and documents contemplated hereby and to complete the Amalgamation and the transactions contemplated hereby, and to cause all necessary meetings of directors and shareholders of SSC to be held for such purpose.
- (e) **Regulatory Consents.** SSC will use its commercially reasonable efforts to obtain, prior to the Closing Date, from all appropriate Authorized Authorities, all Authorizations required as a condition of the lawful consummation of the Amalgamation, the provision of reasonable assistance to Dash to obtain the Exchange Acceptance and Loan Approval, and will effect all necessary registrations and other filings and submissions of information requested by Authorized Authorities in connection with the same.
- (f) **Contractual Consents.** SSC will give all notices and use its commercially reasonable efforts to obtain all waivers, consents and approvals required under any Contract to which SSC is a party or by which it is bound to consummate the transactions contemplated in this Agreement.
- (g) **Notice to Third Parties regarding Amalgamation.** In accordance with the terms of each agreement pursuant to which SSC is required to provide notice of the Amalgamation or the

transactions contemplated hereby, SSC shall provide such notice on or before the earlier of the date required in such agreement and, to the extent it is possible, the Effective Date.

- (h) **Litigation.** SSC will use its commercially reasonable efforts to defend all lawsuits or other legal proceedings challenging this Agreement or the consummation of the transactions contemplated hereby, and to cause to be lifted or rescinded any injunction or restraining order or other remedy adversely affecting the ability of the Parties to consummate the transactions contemplated hereby.
- (i) **Shareholder Approval.** SSC will use its commercially reasonable efforts to obtain, prior to the Closing Date, approval of the Amalgamation from the shareholders of SSC.

Notwithstanding any of the foregoing, SSC shall be permitted to continue to pursue additional investments and financings in SSC as well as strategic asset and/or share purchase acquisitions which shall expand the business of SSC (the "**Permitted Business Opportunities**"), which such Permitted Business Opportunities shall not be accepted without the prior written consent of Dash, acting reasonably.

7.5 Conduct of Dash Prior to Closing

Without in any way limiting any other obligations of Dash hereunder and other than as anticipated in this Agreement, during the period from the date hereof until the earlier of the Effective Date or the date this Agreement is terminated in accordance with its terms, Dash will use its commercially reasonable efforts to take, or cause to be taken, all action and to do, or cause to be done, all things necessary, proper or advisable: (a) to consummate and make effective as promptly as practicable the transactions contemplated by this Agreement; (b) to comply with all provisions of this Agreement; and (c) to cooperate with SSC in connection with the foregoing, including, without limitation, the following actions:

- (a) **Conduct of Business.** Dash will conduct its business and its operations and affairs only in the Ordinary Course, and Dash will not, without the prior written consent of SSC, acting reasonably: (i) take any action, enter into any transaction that, if effected before the date of this Agreement, would constitute a breach of any representation, warranty, covenant or other obligation of Dash contained herein, or which may interfere with or be inconsistent with the successful completion of the transactions contemplated herein, or (ii) take any action or fail to take any action which may result in a condition precedent to the transactions described herein not being satisfied.
- (b) **Notification.** Dash shall notify SSC of: (i) any Dash Material Adverse Change; (ii) any change, event, occurrence or state of facts that could reasonably be expected to become a Dash Material Adverse Change or to have a Dash Material Adverse Effect, in respect of the business or in the conduct of its business and of any event occurring subsequent to the date hereof that would render any representation or warranty of Dash contained in this Agreement, if made on or as of the date of such event or the Effective Date, to be untrue or inaccurate in any material respect.
- (c) **Interim Restrictions.** Other than as may be contemplated by this Agreement, Dash shall not, directly or indirectly:
 - (i) with the exception of the Name Change Resolution and the Consolidation Resolution, amend its Constatng Documents;

- (ii) issue, sell, pledge, hypothecate, lease, dispose of or encumber any of its shares or other securities, or any right, option or warrant with respect thereto, except for the issuance of Dash Shares pursuant to the transactions contemplated in this Agreement;
 - (iii) with the exception of the Consolidation Resolution, split, combine, redeem, purchase, offer to purchase or reclassify any of its securities or declare, pay or make any dividend or other distribution on its shares, distribute any of its properties or assets to any Person, or enter into any interest rate, currency or commodity swaps, hedges, caps, collars, forward sales or other similar financial instruments;
 - (iv) enter into or amend any employment contracts with any director, officer or employee or create or amend any Employee Plan;
 - (v) hire any employee;
 - (vi) acquire or agree to acquire (by tender offer, exchange offer, merger, amalgamation, acquisition of shares or assets or otherwise) any Person, partnership, joint venture or other business organization or division or acquire or agree to acquire any assets except with respect to the Amalgamation;
 - (vii) with the exception of the Option Plan Resolution, create any stock option or bonus plan, pay any bonuses, deferred or otherwise, or defer any compensation to any of its directors, officers or employees;
 - (viii) make any change in accounting procedures or practices;
 - (ix) enter into any Contract;
 - (x) sell, lease, sublease, assign or transfer (by tender offer, exchange offer, merger, amalgamation, sale of shares or assets or otherwise) any of its assets;
 - (xi) settle any outstanding claim, dispute, litigation matter, or tax dispute or relinquish any contractual rights;
 - (xii) except for the Consolidation Resolution, adopt resolutions or enter into any agreement providing for the consolidation, reorganization, liquidation, dissolution or any other extraordinary transaction in respect of itself, or adopt any plan of liquidation;
 - (xiii) transfer any assets to any of its shareholders or any of their Subsidiaries or affiliates or assume any indebtedness or Liabilities from a shareholder or any of their Subsidiaries or affiliates or enter into any other related party transactions;
 - (xiv) fail to pay or satisfy when due any liability; or
 - (xv) enter into any agreement or understanding to do any of the foregoing.
- (d) **Corporate Action.** Dash will use commercially reasonable efforts to take all necessary corporate action, steps and proceedings to approve or authorize, validly and effectively, the

execution, delivery and performance of this Agreement and the other agreements and documents contemplated hereby and to complete the Amalgamation and to cause all necessary meetings of directors and shareholders of Dash and SubCo to be held for such purpose.

- (e) **Regulatory Consents.** Dash will use its commercially reasonable efforts to obtain, prior to the Closing Date, from all appropriate Authorized Authorities, the Authorizations required as a condition of the lawful consummation of the transactions contemplated by this Agreement including the approval of the TSXV, and specifically, the Loan Approval and the acceptance of the TSXV of the 'Public Distribution' categories (i) and (ii) as set out in section 2.5 of TSXV Policy 2.1 – *Initial Listing Requirements*, and will effect all necessary registrations and other filings and submissions of information requested by Authorized Authorities in connection with the same.
- (f) **Contractual Consents.** Dash will give any notices and use its commercially reasonable efforts to obtain any consents and approvals required under any Contract to which Dash is a party or by which it is bound to consummate the transactions contemplated hereby.
- (g) **Notice to Third Parties regarding Amalgamation.** In accordance with the terms of each agreement pursuant to which Dash is required to provide notice of the Amalgamation or the transactions contemplated hereby, Dash shall provide such notice on or before the earlier of the date required in such agreement and, to the extent it is possible, the Effective Date.
- (h) **Litigation.** Dash will use its commercially reasonable efforts to defend all lawsuits or other legal proceedings challenging this Agreement or the consummation of the transactions contemplated hereby, and to cause to be lifted or rescinded any injunction or restraining order or other remedy adversely affecting the ability of the Parties to consummate the transactions contemplated hereby.
- (i) **Contracts.** Dash will not, without the prior written consent of SSC, acting reasonably, enter into any new Contract or amend the terms of any existing Contract to which it is a party except for the Contracts necessary to carry out the transactions contemplated in this Agreement.
- (j) **Shareholder Approval.** Dash will use its commercially reasonable efforts to obtain, prior to the Closing Date, approval of the Dash Resolutions.

7.6 Conduct of SubCo Prior to Closing

Without in any way limiting any other obligations of SubCo hereunder, during the period from the date hereof until the earlier of the Effective Date or the date this Agreement is terminated in accordance with its terms, SubCo will use its commercially reasonable efforts to take, or cause to be taken, all action and to do, or cause to be done, all things necessary, proper or advisable: (a) to consummate and make effective as promptly as practicable the transactions contemplated by this Agreement; (b) to comply with all provisions of this Agreement; and (c) to cooperate with SSC in connection with the foregoing, including, without limitation, the following actions:

- (a) **Conduct of Business.** SubCo will conduct its business and its operations and affairs only in the Ordinary Course, and SubCo will not, without the prior written consent of SSC, acting reasonably: (i) take any action, enter into any transaction that, if effected before the

date of this Agreement, would constitute a breach of any representation, warranty, covenant or other obligation of SubCo contained herein, or which may interfere with or be inconsistent with the successful completion of the transactions contemplated herein, or (ii) take any action or fail to take any action which may result in a condition precedent to the transactions described herein not being satisfied.

- (b) ***Interim Restrictions.*** SubCo shall not, directly or indirectly:
- (i) amend its Constatng Documents;
 - (ii) issue, sell, pledge, hypothecate, lease, dispose of or encumber any of its shares or other securities, or any right, option or warrant with respect thereto;
 - (iii) split, combine, redeem, purchase, offer to purchase or reclassify any of its securities or declare, pay or make any dividend or other distribution on its shares, distribute any of its properties or assets to any Person, or enter into any interest rate, currency or commodity swaps, hedges, caps, collars, forward sales or other similar financial instruments;
 - (iv) create any stock option or bonus plan, pay any bonuses, deferred or otherwise, or defer any compensation to any of its directors, officers or employees;
 - (v) enter into any Contract;
 - (vi) adopt resolutions or enter into any agreement providing for the consolidation, reorganization, liquidation, dissolution or any other extraordinary transaction in respect of itself, or adopt any plan of liquidation; or
 - (vii) enter into any agreement or understanding to do any of the foregoing.
- (c) ***Corporate Action.*** SubCo will use commercially reasonable efforts to take all necessary corporate action, steps and proceedings to approve or authorize, validly and effectively, the execution, delivery and performance of this Agreement and the other agreements and documents contemplated hereby and to complete the Amalgamation and to cause all necessary meetings of directors and shareholders of SubCo to be held for such purpose.
- (d) ***Regulatory Consents.*** SubCo will use its commercially reasonable efforts to obtain, prior to the Closing Date, from all appropriate Authorized Authorities, the Authorizations required as a condition of the lawful consummation of the transactions contemplated by this Agreement including the Exchange Acceptance, and will effect all necessary registrations and other filings and submissions of information requested by Authorized Authorities in connection with the same.
- (e) ***Contracts.*** SubCo will not, without the prior written consent of SSC, acting reasonably, enter into any new Contract or amend the terms of any existing Contract to which it is a party except for the Contracts necessary to carry out the transactions contemplated in this Agreement.

7.7 Change to Directors and Officers of Dash

Upon the completion of the Amalgamation and subject to prior acceptance by the TSXV:

- (a) the directors of Dash will resign and there will be appointed in their place as directors of Dash persons who will be individuals designated by SSC;
- (b) the officers of Dash will resign and there will be appointed in their place as officers of Dash the persons who will be individuals designated by SSC; and
- (c) Dash will change its name to "Simply Solventless Concentrates Ltd.", or such other name acceptable to SSC.

7.8 Dissent Right

Dash agrees not to exercise any Dissent Right, with respect to voting of SubCo Shares approving the Amalgamation and shall vote for the Amalgamation.

ARTICLE 8 CONDITIONS OF CLOSING

8.1 Mutual Conditions Precedent

Neither Dash nor SSC shall be obligated to complete the Amalgamation unless, at or before the Effective Time, each of the conditions listed below in this Section 8.1 has been satisfied, it being understood that the said conditions are included for the exclusive benefit of each of Dash and SSC, any of which may be waived, in whole or in part, by either Dash and SSC (with respect to such Party) in its sole discretion.

- (a) **Documents.** The Amalgamation Agreement and all related documents shall have been executed by SSC, Dash and SubCo and shall not have been terminated pursuant to Article 9 hereof.
- (b) **TSXV Issuer.** Dash shall be able to satisfy the minimum listing requirements of the TSXV for a Tier 1 or Tier 2 Issuer as of the completion of the Amalgamation constituting Dash's Qualifying Transaction such that upon completion therefore, Dash will no longer be designated a "capital pool company", as evidenced before the Effective Date by a conditional listing letter issued by the TSXV and, upon satisfying all conditions of the TSXV, final Exchange Acceptance. For greater certainty, neither Dash nor SSC shall be obligated to complete the Amalgamation unless all conditions set forth in the policies of the TSXV and in the conditional listing letter issued by the TSXV are duly satisfied.
- (c) **Regulatory Consents and Exemptions.** There will have been obtained, from all relevant Authorized Authorities, such Authorizations as are required to be obtained by SSC and Dash to consummate the Amalgamation, including the Exchange Acceptance.
- (d) **Sponsorship Requirement.** SSC shall have received a waiver from the TSXV with respect to the sponsorship requirements set out in TSXV Policy 2.2 - *Sponsorship and Sponsorship Requirements*, and shall not be required to engage a Sponsor in accordance therewith; or, in the event that SSC is not able to obtain an exemption from the sponsorship requirements of the TSXV, a Sponsor shall have filed an acceptable Sponsor's report with the TSXV.

- (e) **No Action or Proceeding.** No *bona fide* legal or regulatory action or proceeding will be pending or threatened by any Person to enjoin, restrict or prohibit the Amalgamation or any other of the transactions contemplated hereby, or the right of Dash or SSC to conduct, expand, and develop their business.
- (f) **Dissent Rights.** Dissent Rights will not have been exercised in respect of a total number of SSC Shares which would, if such shares were converted into Dash QT Shares pursuant to the Amalgamation, exceed 5% of the Dash QT Shares outstanding upon completion of the Amalgamation.
- (g) **Directors.** SSC shall have nominated the directors and officers of (and such officers, directors and board committee members shall have agreed in writing to act in the capacities set out therein), and such individuals shall have a mix of appropriate experience and skill sets compliant with TSXV requirements and applicable corporate and securities legislation and be accepted by the TSXV.
- (h) **No Inquiry.** There being no inquiry or investigation (whether formal or informal) in relation to the Parties, their directors or officers or the proposed directors and officers of Dash, commenced or threatened by an officer or official of the TSXV or any securities commission, or similar regulatory body having jurisdiction, such that the outcome of such inquiry or investigation could have a material adverse effect on Dash after giving effect to the Qualifying Transaction.
- (i) **Distribution Exemptions.** The distribution of the Dash QT Shares pursuant to the Qualifying Transaction shall be exempt from the prospectus and registration requirements of applicable Canadian Securities Laws either by virtue of exemptive relief from the securities regulatory authorities of each of the provinces of Canada or by virtue of applicable exemptions under Canadian Securities Laws and shall not be subject to resale restrictions under applicable Canadian Securities Laws (other than as applicable to control persons, pursuant to section 2.6 of National Instrument 45-102 – *Resale of Securities*, or pursuant to the policies of the TSXV).
- (j) **No Prohibition.** There being no prohibition at law against completion of the Amalgamation.
- (k) **Filing Statement.** The Parties shall have executed and delivered a copy of the Filing Statement to the TSXV and such Filing Statement shall have been conditionally accepted by the TSXV subject only to customary conditions of closing.
- (l) **Depositary Agreement.** The Parties and the Depositary shall have duly executed a copy of the Depositary Agreement.
- (m) **Brokered Financing.** The Brokered Financing, if any, in an amount and in a structure necessary to meet the requirements or conditions of the TSXV, shall have been completed.
- (n) **Facility Acquisition Agreement.** SSC shall have entered into the Facility Acquisition Agreement with ██████████ and such Facility Acquisition Agreement shall be in good standing and, to the knowledge of SSC, no condition shall exist that is reasonably likely to result in the termination of, or the inability to consummate the transactions contemplated by, the Facility Acquisition Agreement.

8.2 Conditions in Favour of Dash

Dash shall not be obligated to complete the Amalgamation unless, at or before the Effective Time, each of the conditions listed below in this Section 8.2 has been satisfied, it being understood that the said conditions are included for the exclusive benefit of Dash and may be waived in writing, in whole or in part, by Dash in its sole discretion.

- (a) **Representations and Warranties.** The representations and warranties of SSC contained in this Agreement will be true and correct in all material respects at the Effective Time, with the same force and effect as if such representations and warranties were made at and as of such date, except as specifically permitted or contemplated by this Agreement, and certificates of two senior officers of SSC dated as of the Effective Date to that effect will have been delivered to Dash, such certificates to be in form and substance satisfactory to Dash, acting reasonably.
- (b) **Covenants.** All of the terms, covenants and conditions of this Agreement to be complied with or performed by SSC at or before the Effective Time will have been complied with or performed in all material aspects and certificates of two senior officers of SSC dated as of the Effective Date to that effect will have been delivered to Dash, such certificates to be in form and substance satisfactory to Dash, acting reasonably.
- (c) **Required Approvals.** SSC shall have obtained the approval of its board of directors and shareholders for the Amalgamation.
- (d) **Contractual Consents.** SSC will have obtained the consents and approvals referred to in Section 4.25, as applicable, in each case in form and substance satisfactory to Dash, acting reasonably.
- (e) **No SSC Material Adverse Change.** Between the date hereof and the Effective Time, there shall not have occurred any SSC Material Adverse Change.
- (f) **SSC Shares.** SSC shall not have more than 34,010,376 SSC Shares outstanding, unless the Brokered Financing is complete.
- (g) **No Other Business.** SSC shall not have undertaken any business inconsistent with the SSC Business, other than in connection with the completion of the Amalgamation, the Facility Acquisition, Permitted Business Opportunities and the transactions contemplated herein.
- (h) **Consents of Directors and Officers.** Each of the directors and officers as nominated by SSC as the directors and officers of Dash will have executed and delivered consents to act as a director or officer, as applicable, in form and substance satisfactory to Dash, acting reasonably.
- (i) **General.** All instruments and corporate proceedings in connection with the transactions contemplated by this Agreement (including the Amalgamation) shall be satisfactory in form and substance to Dash and its counsel, acting reasonably, and Dash shall have received copies of all documents, including, without limitation, all documentation required to be delivered to Dash at or before the Effective Time in accordance with this Agreement, records of corporate or other proceedings, and such other closing documents which Dash may have reasonably requested in connection therewith.

If any of the conditions contained in this Section 8.2 have not been performed or fulfilled at or prior to the Effective Time to the satisfaction of Dash, acting reasonably, Dash may, by notice to SSC, terminate this Agreement and the obligations of SSC and Dash under this Agreement. Any such condition may be waived in whole or in part by Dash without prejudice to any claims it may have for breach of covenant, representation or warranty or otherwise.

8.3 Conditions in Favour of SSC

SSC shall not be obligated to complete the Amalgamation unless, at or before the Effective Time, each of the conditions listed below in this Section 8.3 has been satisfied, it being understood that the said conditions are included for the exclusive benefit of SSC and may be waived in writing, in whole or in part, by SSC in its sole discretion.

- (a) **Representations and Warranties.** The representations and warranties of Dash and SubCo contained in this Agreement will be true and correct in all material respects at the Effective Time, with the same force and effect as if such representations and warranties were made at and as of such date, except as specifically permitted or contemplated by this Agreement, and certificates of two directors of Dash and one director of SubCo, dated as of the Effective Date to that effect will have been delivered to SSC, such certificates to be in form and substance satisfactory to SSC, acting reasonably.
- (b) **Covenants.** All of the terms, covenants and conditions of this Agreement to be complied with or performed by Dash and SubCo at or before the Effective Time will have been complied with or performed in all material aspects and certificates of two directors of Dash and one director of SubCo, dated as of the Effective Date to that effect will have been delivered to SSC, such certificates to be in form and substance satisfactory to SSC, acting reasonably.
- (c) **Required Approvals.** Dash and SubCo shall each have obtained the approval of its board of directors, and, in the case of SubCo, its shareholder, for the Amalgamation, and, in the case of Dash, its shareholders, to effect the Dash Resolutions set out in the Dash Circular at the Dash Meeting.
- (d) **Dash QT Shares.** The exchange of Transferred SSC Shares for Dash QT Shares and the certificates representing such securities will have been approved by all necessary corporate action to permit such securities to be issued as fully paid and non-assessable, free and clear of any and all Encumbrances, liens, charges and demands of whatsoever nature, and will be freely tradeable pursuant to Canadian Securities Laws except those imposed pursuant to escrow restrictions of the TSXV and those applicable to control persons. Dash shall not have more than 11,000,000 Dash Shares, 1,100,000 Dash Options and options granted to the Agent to purchase up to 750,000 Dash Shares outstanding prior to completion of the Amalgamation.
- (e) **No Dash Material Adverse Change.** Between the date hereof and the Effective Time, there shall not have occurred any Dash Material Adverse Change.
- (f) **No Other Business.** Neither Dash nor SubCo shall have undertaken any business, other than in connection with the completion of the Amalgamation and the transactions contemplated herein.

- (g) **No Debt.** Neither Dash nor SubCo will have any current liabilities or long-term debt as at the Closing Date, other than as disclosed in the Dash Financial Statements and debts incurred in the Ordinary Course of business or for the purposes of the completion of the Amalgamation.
- (h) **Resignation and Release by Directors and Officers.** Each of the applicable directors and officers of Dash will have executed and delivered resignations and releases in favour of Dash in form and substance satisfactory to SSC, acting reasonably.
- (i) **Resulting Issuer Auditors.** Dash's current auditors shall have been replaced with Kenway Mack Slusarchuk Stewart LLP.
- (j) **General.** All instruments and corporate proceedings in connection with the transactions contemplated by this Agreement (including the Amalgamation) shall be satisfactory in form and substance to SSC and its counsel, acting reasonably, and SSC shall have received copies of all documents, including, without limitation, all documentation required to be delivered to SSC at or before the Effective Time in accordance with this Agreement, records of corporate or other proceedings, and such other closing documents which SSC may have reasonably requested in connection therewith.

If any of the conditions in this Section 8.3 have not been performed or fulfilled at or prior to the Effective Time to the satisfaction of SSC, acting reasonably, SSC may, by notice to Dash, terminate this Agreement and the obligations of SSC and Dash under this Agreement. Any such condition may be waived in whole or in part by SSC without prejudice to any claims it may have for breach of covenant, representation or warranty or otherwise.

8.4 Further Assurances

Each Party covenants and agrees that, from time to time prior to and subsequent to the Amalgamation, it will execute and deliver all such documents, including all such additional conveyances, transfers, consents and other assurances and do all such other acts and things as another Party, acting reasonably, may from time to time request be executed or done in order to better evidence or perfect or effectuate any provision of this Agreement or of any agreement or other document executed pursuant to this Agreement or any of the respective obligations intended to be created hereby or thereby.

ARTICLE 9 CLOSING ARRANGEMENTS

9.1 Closing

The Closing shall take place at 11:00 a.m. on the Closing Date, to be conducted electronically via the exchange of applicable documents, or at such other time on the Closing Date or such other place as may be agreed orally or in writing by Dash and SSC and the Parties shall, immediately thereafter, jointly file

with the Registrar, Articles of Amalgamation and such other documents as may be required to complete the Amalgamation.

9.2 Closing Deliveries of SSC

At the Closing, SSC shall deliver or cause to be delivered to Dash the following documents, executed where required:

- (a) a certificate of status, good standing or like document for SSC issued as of the Closing Date by the Registrar;
- (b) a certified copy of: (i) the Constatting Documents of SSC; (ii) the resolutions of the directors of SSC approving this Agreement and all related matters; and (iii) the resolutions of the shareholders of SSC approving the Amalgamation;
- (c) a certificate of incumbency of the directors and officers of SSC;
- (d) the certificates referred to in Section 8.2(a) and 8.2(b);
- (e) evidence, in form and substance reasonably satisfactory to Dash, of the consents and approvals referred to in Section 4.25;
- (f) consents to act executed by each of the individuals designated by SSC as directors and officers of Dash in form and substance satisfactory to Dash, acting reasonably;
- (g) the TSXV Escrow Agreement duly executed by each shareholder of SSC as required by the TSXV; and
- (h) all such other assurances, consents, agreements, documents and instruments as may be reasonably required by Dash to complete the transactions provided for in this Agreement, all of which shall be in form and substance satisfactory to Dash, acting reasonably.

9.3 Closing Deliveries of Dash and SubCo

At the Closing, the Dash shall deliver or cause to be delivered to SSC the following documents, executed where required:

- (a) a certificate of status, good standing or like document for Dash issued as of the Closing Date by the Registrar;
- (b) a certificate of status, good standing or like document for SubCo issued as of the Closing Date by the Registrar;
- (c) evidence that Dash is a reporting issuer not in default of Canadian Securities Laws from the applicable Authorized Authority in each of the provinces of British Columbia, Alberta, Saskatchewan and Ontario, dated as of the Closing Date;
- (d) a certified copy of: (i) the Dash Resolutions; (ii) the Constatting Documents of Dash, reflecting the change of name to "Simply Solventless Concentrates Ltd."; (iii) an updated securities register reflecting the Consolidation; and (iv) the resolutions of the board of directors of Dash approving this Agreement and all related matters;

- (e) a certified copy of: (i) the Constatng Documents of SubCo; (ii) the resolutions of Dash, as sole shareholder of SubCo, approving the Amalgamation; and (iii) the resolutions of the board of directors of SubCo approving this Agreement and all related matters;
- (f) a certificate of incumbency of the directors and officers of Dash;
- (g) a certificate of incumbency of the directors and officers of SubCo;
- (h) certificates representing the Dash QT Shares issuable to the shareholders of SSC pursuant to Section 2.9(b) and in accordance with this Agreement;
- (i) the certificates referred to in Section 8.3(a) and 8.3(b);
- (j) resignation and releases, in form and substance reasonably satisfactory to SSC, signed by each applicable officer and director of Dash dated effective as of the Closing Date;
- (k) evidence of the Transferred SSC Shares;
- (l) the TSXV Escrow Agreement duly executed by Dash and the Transfer Agent;
- (m) copies of the TSXV acceptance letters referred to in Section 7.2(d); and
- (n) all such other assurances, consents, agreements, documents and instruments as may be reasonably required by SSC to complete the transactions provided for in this Agreement, all of which shall be in form and substance satisfactory to SSC, acting reasonably.

ARTICLE 10 TERMINATION

10.1 Termination

This Agreement may be terminated at any time before the Effective Time:

- (a) by the mutual agreement of Dash and SSC;
- (b) by Dash upon written notice to SSC (or vice versa) if SSC (or Dash, as applicable) has committed an Agreement Default; provided that, if any such Agreement Default is curable, it has not been cured by the earlier of the Closing Date or within ten Business Days after written notice of such Agreement Default has been received by the defaulting Party;
- (c) by Dash upon written notice to SSC if any of the conditions set forth in Sections 8.1 or 8.2 have not been satisfied or waived by Dash at Closing;
- (d) by SSC upon written notice to Dash if any of the conditions set forth in Section 8.1 or 8.3 have not been satisfied or waived by SSC at Closing;
- (e) any applicable Authorized Authority, including the TSXV, having notified in writing either SSC or Dash that it will not approve the transactions contemplated herein (or any related matter that is required to complete such transactions) or permit such transactions (or any related matter that is required to complete such transactions) to proceed; or

- (f) by any Party upon written notice to the other Parties if the Closing Date has not occurred by the Outside Date,

provided that, notwithstanding anything to the contrary express or implied herein, a Party shall not be allowed to exercise any right of termination pursuant to this Section 10.1 if the event giving rise to such right is due to an Agreement Default by such Party.

10.2 Effect of Termination

In the event of the termination of this Agreement as provided in Section 10.1, this Agreement shall forthwith have no further force or effect and there shall be no obligation on the part of SSC, Dash or SubCo hereunder except for the obligations pursuant to Sections 7.1, 12.10 and this Section 10.2, which provisions shall survive the termination of this Agreement. Except as otherwise provided herein, nothing herein shall relieve any Party from liability for any breach of this Agreement.

ARTICLE 11 NOTICES

11.1 Delivery of Notices

Notwithstanding anything to the contrary contained herein, all notices or other deliveries required or permitted hereunder shall be in writing. Any notice or other delivery to be given hereunder shall be deemed to be properly provided if delivered in any of the following modes:

- (a) personally, by delivering the notice to the Party on which it is to be served at that Party's address for notices as set forth in Section 11.2. Personally delivered notices shall be deemed to be received by the addressee when actually delivered as aforesaid; provided that, such delivery shall be during normal business hours on any Business Day. If a notice is not delivered on a Business Day or is delivered after the addressee's normal business hours, such notice shall be deemed to have been received by such Party at the commencement of the addressee's first Business Day next following the time of the delivery; or
- (b) by facsimile or email directed to the Party as set forth in Section 11.2. A notice so served shall be deemed to be received by the addressee when transmitted by the Party delivering the notice (provided such Party obtains confirmation from its facsimile of successful transmission, or in the case of email, confirmation from the receiving Party), if transmitted during the addressee's normal business hours on any Business Day, or at the commencement of the next ensuing Business Day following transmission if such notice is not transmitted on a Business Day or is transmitted after the Party's normal business hours.

11.2 Notices

The address, email address and facsimile number for delivery of notices, documents, cheques or other instruments hereunder of each of the Parties shall be as follows:

- (a) if to Dash at:

Dash Capital Corp.
4000, 421 – 7th Avenue SW
Calgary, AB T2P 4K9

Attention: Darrell Denney, Chief Executive Officer
Email: darrellgdenney@gmail.com
Facsimile: 403-254-6524

with a copy to (which shall not constitute notice):

Borden Ladner Gervais LLP
Centennial Place, East Tower
#1900, 520 – 3rd Avenue SW
Calgary, Alberta T2P 0R3

Attention: Melinda Park
Email: mpark@blg.com
Facsimile: 403-266-1395

- (b) if to SSC at:

Simply Solventless Concentrates Ltd.
273209 Range Road 20
Rocky View County, Alberta T4B 4P2

Attention: Jeff Swainson, President and Chief Executive Officer
Email: jeff@simplysolventless.ca
Facsimile: 403-260-3501

with a copy to (which shall not constitute notice):

McCarthy Tétrault LLP
Suite 4000, 421 - 7th Avenue SW
Calgary AB T2P 4K9

Attention: Gordon Cameron
Email: gcameron@mccarthy.ca
Facsimile: 403-260-3501

A Party may change its address and/or facsimile number and/or email for delivery by notice to the other Parties in the manner set forth herein, and such changed address for notices thereafter shall be effective for all purposes of this Agreement.

**ARTICLE 12
MISCELLANEOUS**

12.1 Governing Law

This Agreement shall be governed by, construed and enforced in accordance with the laws in effect in the Province of Alberta and the federal laws of Canada applicable therein. Each Party accedes and submits to the jurisdiction of the courts of the Province of Alberta and all courts of appeal therefrom.

12.2 Counterparts

This Agreement and any document or instrument to be executed and delivered by the Parties hereunder or in connection herewith may be executed and delivered in separate counterparts and delivered by any Party to the other Parties by facsimile or electronic PDF, each of which when so executed and delivered shall be deemed an original and all such counterparts shall together constitute one and the same agreement.

12.3 Successors and Assigns

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

12.4 Supersedes Earlier Agreements

This Agreement and the SSC Disclosure Letter constitute the whole and entire agreement among the Parties in connection with the transactions contemplated herein and cancels and supersedes any prior agreements, undertakings, declarations, commitments, representations, written or oral, in respect thereof (including the Letter of Intent), and there are no express or implied terms, conditions, agreements, undertakings, declarations, commitments, representations or warranties or other duties (legal, equitable, fiduciary, in tort or under general principles of civil law) whatsoever among the Parties not expressly provided for in this Agreement or the SSC Disclosure Letter.

12.5 Waiver

No waiver by any Party of any breach (whether actual or anticipated) of any of the terms, conditions, representations or warranties contained herein shall take effect or be binding upon that Party unless the waiver is expressed in writing under the authority of that Party. Any waiver so given shall extend only to the particular breach so waived and shall not limit or affect any rights with respect to any other or future breach.

12.6 Time of the Essence

Time shall be of the essence in this Agreement.

12.7 No Merger

The representations, warranties, Liabilities and indemnities created in this Agreement shall be deemed to apply to all assignments, conveyances, transfers and other documents contemplated by the Amalgamation. There shall not be any merger of any of such representations, warranties, Liabilities or indemnities in such assignments, transfers or other documents.

12.8 Invalidity of Provisions

If any of the provisions of this Agreement are determined to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the other provisions shall not in any way be affected or impaired thereby.

12.9 Amendments

Subject to Section 11.2, this Agreement may be amended only by written instrument executed by the Parties.

12.10 Expenses

Except as specifically provided herein, each Party will bear the fees and disbursements of their respective lawyers and personal advisors (including tax advisors, accountants and consultants) engaged in connection with the preparation of this Agreement and any and all agreements, instruments, documents or other writings to be executed and delivered pursuant hereto and all other costs and expenses incurred in connection herewith. Notwithstanding the foregoing, SSC will pay the filing fees required by the TSXV in connection with the Amalgamation.

12.11 Further Assurances

Each Party will from time to time, on and after the date hereof, at the request and expense of the requesting Party, execute and deliver all such other additional instruments, notices, releases, acquittances and other documents and shall do all such other acts and things as may be reasonably necessary to carry out the terms and conditions of this Agreement in accordance with their true intent.

12.12 Survival

Notwithstanding anything else contained herein, and without limiting any of the provisions hereof, the obligations of the Parties specified in Sections 2.14, 2.22, 7.1, 8.4, 10.2 and 12.11 shall survive Closing and continue to bind the Parties in accordance with their terms.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF this Agreement has been executed by the Parties as of the date hereof.

DASH CAPITAL CORP.

By: (signed) "Darrell Denney"
Name: Darrell Denney
Title: Chief Executive Officer

2366191 ALBERTA LTD.

By: (signed) "Todd McAllister"
Name: Todd McAllister
Title: President

SIMPLY SOLVENTLESS CONCENTRATES LTD.

By: (signed) "Jeff Swainson"
Name: Jeff Swainson
Title: President and Chief Executive Officer

SCHEDULE 2.8(b)

TERMS OF AMALCO COMMON SHARES

(see attached)

SCHEDULE RE AUTHORIZED SHARES

The authorized capital of the Corporation shall consist of an unlimited number of Common Shares without nominal or par value.

1. The rights, privileges, restrictions and conditions attaching to the Common Shares are as follows:
 - (a) **Payment of Dividends:** The holders of the Common Shares will be entitled to receive dividends if, as and when declared by the board of directors of the Corporation out of the assets of the Corporation properly applicable to the payment of dividends in such amounts and payable in such manner as the board of directors may from time to time determine. Subject to the rights of the holders of any other class of shares of the Corporation entitled to receive dividends in priority to or concurrently with the holders of the Common Shares, the board of directors may in its sole discretion declare dividends on the Common Shares to the exclusion of any other class of shares of the Corporation.
 - (b) **Participation upon Liquidation, Dissolution or Winding Up:** In the event of the liquidation, dissolution or winding up of the Corporation or other distribution of assets of the Corporation among its shareholders for the purpose of winding up its affairs, the holders of the Common Shares will, subject to the rights of the holders of any other class of shares of the Corporation entitled to receive assets of the Corporation upon such a distribution in priority to or concurrently with the holders of the Common Shares, be entitled to participate in the distribution. Such distribution will be made in equal amounts per share on all the Common Shares at the time outstanding without preference or distinction.
 - (c) **Voting Rights:** The holders of the Common Shares will be entitled to receive notice of and to attend all annual and special meetings of the shareholders of the Corporation and to one vote in respect of each Common Share held at all such meetings.

SCHEDULE 2.18

ARTICLES OF AMALGAMATION

(see attached)

Public (when completed)

Business Corporations Act
Sections 181 and 187

This information is collected, used, and may be publicly disclosed in accordance with s. 33(a,c), 39 (1)(a,c), and 40(1)(c,e,f) of the *Freedom of Information and Protection of Privacy Act*; the *Business Corporations Act*; and the *Common Business Number Act*. It is required for the purpose of issuing a certificate of amalgamation and assigning a Canada Revenue Agency business number to the amalgamated corporation. Questions can be directed to the Service Alberta Contact Centre at cr@gov.ab.ca or 780-427-7013 (toll-free 310-0000 within Alberta).

1. Name of Amalgamated Corporation

2. The classes of shares, and any maximum number of shares that the corporation is authorized to issue:

3. Restrictions on share transfers (if any):

4. Number, or minimum and maximum number, of directors that the corporation may have:

5. If the corporation is restricted FROM carrying on a certain business, or restricted TO carrying on a certain business, specify the restriction(s):

6. Other rules or provisions (if any):

7. Amalgamating Corporations

Name	Corporate Access Number	Business Number
SIMPLY SOLVENTLESS CONCENTRATES LTD.	2022732560	
Name	Corporate Access Number	Business Number
2366191 ALBERTA LTD.	2023661917	

8. Authorized Representative/Authorized Signing Authority for the Corporation

_____	_____	_____
Last Name	First Name	Middle Name (optional)
_____	_____	_____
Relationship to Corporation	Telephone Number (optional)	Email Address
_____	_____	
Date of Submission yyyy-mm-dd	Signature	

SCHEDULE RE AUTHORIZED SHARES

The authorized capital of the Corporation shall consist of an unlimited number of Common Shares without nominal or par value.

1. The rights, privileges, restrictions and conditions attaching to the Common Shares are as follows:
 - (a) **Payment of Dividends:** The holders of the Common Shares will be entitled to receive dividends if, as and when declared by the board of directors of the Corporation out of the assets of the Corporation properly applicable to the payment of dividends in such amounts and payable in such manner as the board of directors may from time to time determine. Subject to the rights of the holders of any other class of shares of the Corporation entitled to receive dividends in priority to or concurrently with the holders of the Common Shares, the board of directors may in its sole discretion declare dividends on the Common Shares to the exclusion of any other class of shares of the Corporation.
 - (b) **Participation upon Liquidation, Dissolution or Winding Up:** In the event of the liquidation, dissolution or winding up of the Corporation or other distribution of assets of the Corporation among its shareholders for the purpose of winding up its affairs, the holders of the Common Shares will, subject to the rights of the holders of any other class of shares of the Corporation entitled to receive assets of the Corporation upon such a distribution in priority to or concurrently with the holders of the Common Shares, be entitled to participate in the distribution. Such distribution will be made in equal amounts per share on all the Common Shares at the time outstanding without preference or distinction.
 - (c) **Voting Rights:** The holders of the Common Shares will be entitled to receive notice of and to attend all annual and special meetings of the shareholders of the Corporation and to one vote in respect of each Common Share held at all such meetings.

SCHEDULE RE SHARE TRANSFER RESTRICTIONS

No share of the Corporation may be transferred unless its transfer complies with the restriction on the transfer of securities set out in the Schedule re Other Provisions to these Articles.

SCHEDULE RE OTHER PROVISIONS

1. The directors may, between annual general meetings, appoint one or more additional directors of the Corporation to serve until the next annual general meeting but the number of additional directors shall not at any time exceed one-third (1/3) of the number of directors who held office at the expiration of the last annual meeting.
2. No security of the Corporation, other than a non-convertible debt security, may be transferred without the consent of:
 - (a) the board of directors of the Corporation, expressed by a resolution duly passed at a meeting of the directors;
 - (b) a majority of the directors of the Corporation, expressed by an instrument or instruments in writing signed by such directors;
 - (c) the holders of the voting shares of the Corporation, expressed by a resolution duly passed at a meeting of the holders of voting shares; or
 - (d) the holders of the voting shares of the Corporation representing a majority of the votes attached to all the voting shares, expressed by an instrument or instruments in writing signed by such holders.
3. Meetings of shareholders may be held outside of Alberta.