

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT8368181

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	MERGER
<b>EFFECTIVE DATE:</b>	01/01/2022

## CONVEYING PARTY DATA

Name	Execution Date
ESPRO, INC.	12/17/2021

## RECEIVING PARTY DATA

<b>Name:</b>	RW INNOVATIONS INC.
<b>Street Address:</b>	2300-550 BURRARD STREET
<b>City:</b>	VANCOUVER, BC
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	V6C2B5

## PROPERTY NUMBERS Total: 28

Property Type	Number
Application Number:	60530507
Application Number:	11016638
Application Number:	60772834
Application Number:	14025793
Application Number:	15459603
Application Number:	61127430
PCT Number:	CA2009000604
Application Number:	14318371
Application Number:	14644185
Application Number:	15227241
Application Number:	15342347
Application Number:	16403516
Application Number:	16403517
Application Number:	17144091
Application Number:	62217562
Application Number:	15260151
Application Number:	29498617
Application Number:	29536811
Intl Reg Number:	DM/954953

PATENT

Property Type	Number
Application Number:	29554410
Application Number:	62034441
Application Number:	14821434
Application Number:	29632564
Application Number:	17016262
Application Number:	29639985
Application Number:	29663014
Application Number:	16420532
Application Number:	62675746

#### CORRESPONDENCE DATA

##### Fax Number:

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

Phone: 6123051437

Email: bpollack@dewittllp.com

Correspondent Name: BRIAN R. POLLACK

Address Line 1: DEWITT LLP

Address Line 2: 901 MARQUETTE AVENUE, SUITE 2100

Address Line 4: MINNEAPOLIS, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	108141.0000
NAME OF SUBMITTER:	BRIAN POLLACK
SIGNATURE:	/Brian Pollack/
DATE SIGNED:	01/08/2024

#### Total Attachments: 30

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Telephone: 1 877 526-1526  
www.bcregistryservices.gov.bc.ca

**DO NOT MAIL THIS FORM to BC Registry Services unless you are instructed to do so by registry staff. The Regulation under the *Business Corporations Act* requires the electronic version of this form to be filed on the Internet at [www.corporateonline.gov.bc.ca](http://www.corporateonline.gov.bc.ca)**

**Freedom of Information and Protection of Privacy Act (FOIPPA):** Personal information provided on this form is collected, used and disclosed under the authority of the FOIPPA and the *Business Corporations Act* for the purposes of assessment. Questions regarding the collection, use and disclosure of personal information can be directed to the Executive Coordinator of the BC Registry Services at 1 877 526-1526, PO Box 9431 Stn Prov Govt, Victoria BC V8W 9V3.

**A AMALGAMATION TYPE** – Please indicate if this application is for a Vertical or Horizontal Amalgamation.

- ☒ This is a vertical short form amalgamation under section 273 of the *Business Corporations Act*. The amalgamated company will adopt as its notice of articles, the notice of articles of the amalgamating holding corporation that is a company.

The name and incorporation number of the amalgamating holding corporation is:

Name: RW Innovations Inc.

Incorporation number: BC1067318

OR

- ☐ This is a horizontal short form amalgamation under section 274 of the *Business Corporations Act*. The amalgamated company will adopt as its notice of articles, the notice of articles of the amalgamating company the shares of which are not to be cancelled.

The name and incorporation number of the amalgamating company the shares of which are not to be cancelled is:

Name: \_\_\_\_\_

Incorporation number: \_\_\_\_\_

**B AMALGAMATION STATEMENT** – Please indicate the statement applicable to this amalgamation.

- ☐ **With Court Approval:**  
This amalgamation has been approved by the court and a copy of the entered court order approving the amalgamation has been obtained and has been deposited in the records office of each of the amalgamating companies.

OR

- ☒ **Without Court Approval:**  
This amalgamation has been effected without court approval. A copy of all of the required affidavits under section 277(1) have been obtained and the affidavit obtained from each amalgamating company has been deposited in that company's records office.

**C AMALGAMATION EFFECTIVE DATE** – Choose **one** of the following:

- ☐ The amalgamation is to take effect at the time that this application is filed with the registrar.

- ☒ The amalgamation is to take effect at 12:01 a.m. Pacific Time on 2022-01-01  
being a date that is not more than ten days after the date of the filing of this application.

- ☐ The amalgamation is to take effect at \_\_\_\_\_ ☐ a.m. or ☐ p.m. Pacific Time on \_\_\_\_\_  
being a date and time that is not more than ten days after the date of the filing of this application.

**D AMALGAMATING CORPORATIONS**

Enter the name of each amalgamating corporation below. For each company, enter the incorporation number.

If this is a vertical amalgamation and an amalgamating corporation is a foreign corporation, enter the foreign corporation's jurisdiction and if registered in BC as an extraprovincial company, enter the extraprovincial company's registration number.

NAME OF AMALGAMATING CORPORATION	BC INCORPORATION NUMBER, OR EXTRAPROVINCIAL REGISTRATION NUMBER IN BC	FOREIGN CORPORATION'S JURISDICTION
1. RW Innovations Inc.	BC1067318	
2. Espro, Inc.	C1186026	
3.		
4.		
5.		

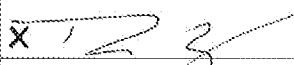

**E FORMALITIES TO AMALGAMATION**

If this is a vertical amalgamation and an amalgamating corporation is a foreign corporation, section 275 (1) (b) requires an authorization for the amalgamation from the foreign corporation's jurisdiction to be filed.

☐ This is to confirm that each authorization for the amalgamation required under section 275(1)(b) is being submitted for filing concurrently with this application.

**F CERTIFIED CORRECT – I have read this form and found it to be correct.**

This form must be signed by an authorized signing authority for each of the amalgamating companies as set out in Item D.

NAME OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	SIGNATURE OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	DATE SIGNED YYYY / MM / DD
1. Dave Lenz	X 	2021/12/17
NAME OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	SIGNATURE OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	DATE SIGNED YYYY / MM / DD
2. Dave Lenz	X 	2021/12/17
NAME OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	SIGNATURE OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	DATE SIGNED YYYY / MM / DD
3.	X	
NAME OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	SIGNATURE OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	DATE SIGNED YYYY / MM / DD
4.	X	
NAME OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	SIGNATURE OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	DATE SIGNED YYYY / MM / DD
5.	X	

**UNANIMOUS RESOLUTION OF THE SOLE SHAREHOLDER**

**OF**

**RW INNOVATIONS INC.  
(the "Company")**

**RESOLVED AS A UNANIMOUS RESOLUTION THAT** the appointment of an auditor for the Company be waived for the Company's first financial year.

For greater certainty, this resolution may be delivered by facsimile, e-mail or other functionally equivalent electronic means of transmission.

DATED as of January 1, 2022

**[Signature Page Follows]**

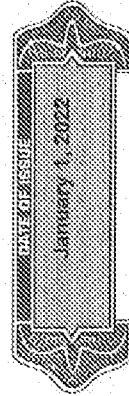
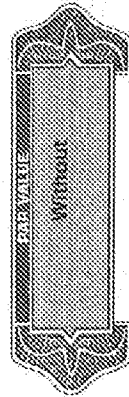
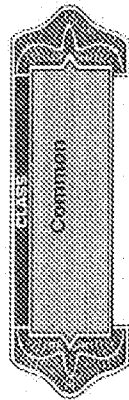
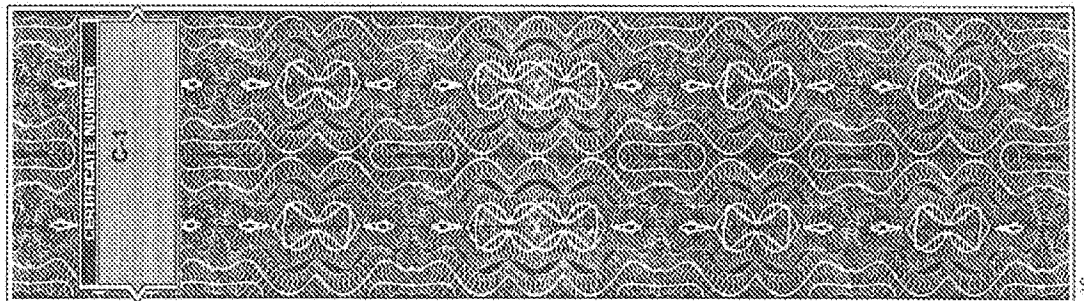
The sole shareholder consents to the foregoing resolution as of the date first written above.

REGAL WARE, INC.

Per:   
Authorized Signatory

COMPANY RW INNOVATIONS INC.

NUMBER OF SHARES	100	TRANSFER (ALLOTMENT) FROM 100 issued upon amalgamation
CERTIFICATE NUMBER	C-1	
CLASS	Common	
PAR VALUE	Without	
DATE OF ISSUE	January 1, 2022	




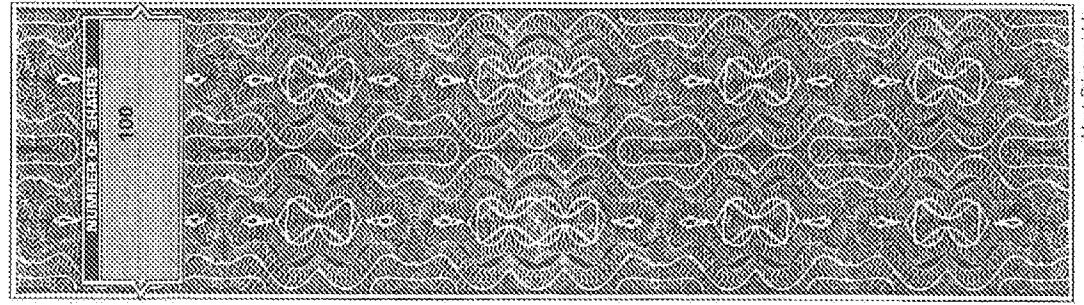
TRANSFER OF THESE SHARES IS RESTRICTED BY THE ARTICLES OF THE COMPANY

**RW INNOVATIONS INC.**  
A British Columbia Company  
(the "Company")

THE COMPANY HEREBY CERTIFIES THAT, as of the date of issue stated above, **REGAL WARE, INC.** is the registered holder of the number and class of shares of the Company set out above, such shares being fully paid up and non-assessable.

ISSUED BY the Company effective as of the date of issue set out above.

  
DIRECTOR





## RESOLUTIONS OF ALL THE DIRECTORS

OF

### RW INNOVATIONS INC. (the "Company")

DATED: January 1, 2022

#### CONTEXT:

- A. RW Innovations Inc. (the "**Parent**") and Espro Inc. (the "**Subsidiary**") amalgamated under the *Business Corporations Act* (British Columbia) (the "**Act**") and continued as one company under the name RW Innovations Inc. on January 1, 2022 under No. BC\_\_\_\_\_ (the "**Amalgamation**").
- B. The Act provides that the Company has, as its Notice of Articles and Articles, the Notice of Articles and Articles of the Parent in effect immediately prior to the Amalgamation.
- C. On the Amalgamation, the shares of the Subsidiary were cancelled without any repayment of capital in respect of those shares, and the sole shareholder of the Subsidiary has delivered to the Company for cancellation the share certificates representing its shares in the Subsidiary.
- D. The Act provides that the capital of the Company is the same as the capital of the Parent and that the Company refrain from issuing any securities in connection with the amalgamation.
- E. The Company wishes to appoint Gowling WLG (Canada) LLP as its registrar, on the terms set out in these resolutions, for the purpose of countersigning share certificates representing shares in the Company.

#### RESOLVED THAT:

##### Cancellation of Share Certificates of the Subsidiary

1. As the shares of the Subsidiary have been cancelled without any repayment of capital in respect of them, the following share certificates representing those shares are hereby cancelled:

Name of Subsidiary	Name of Shareholder	Number and Class of Shares	Certif. No.
Espro Inc.	RW Innovations Inc.	747.432 Class A Voting Common	A-14
Espro Inc.	RW Innovations Inc.	186.858 Class A Voting Common	A-16

### Confirmation of Shares of the Company

2. In accordance with the Act, the sole shareholder of the Parent immediately prior to the Amalgamation, being Regal Ware, Inc., is confirmed as the sole shareholder of the Company:

Name of Shareholder	Number and Class of Shares
Regal Ware, Inc.	100 Common

### Appointment of Registrar

3. Gowling WLG (Canada) LLP is appointed as registrar of the Company (the "**Registrar**") to countersign, if directed by the Company, any share certificates representing shares in the Company signed by a director or officer of the Company when a manual signature is needed on a share certificate to comply with the requirements of the Act, and when countersigning a share certificate the Registrar may rely on the genuineness of the signature of a director or officer of the Company on the share certificate and the authenticity of the directions given to it by the Company to countersign the share certificate.
4. Any lawyer at the Registrar and on behalf of the Registrar (the "**Additional Signatory**") is authorized and directed to countersign, in the circumstances set out in paragraph 3, any share certificate representing shares in the Company, and any such countersignature and the issuance and validity of any share certificate so countersigned are ratified, confirmed and approved.

### Cancellation of Share Certificates of the Parent and Replacement Share Certificates

5. The following share certificate representing shares in the Parent is cancelled:

Name of Shareholder	Number and Class of Shares	Certificate No.
Regal Ware, Inc.	100 Common	C-2

6. The following share certificate representing shares in the Company is issued to the shareholder named below, and any one director of the Company, and any Additional Signatory if required, are authorized on behalf of the Company to execute the share certificate:

Name of Shareholder	Number and Class of Shares	Certificate No.
Regal Ware, Inc.	100 Common	C-1

7. The particulars of the share certificate referred to in paragraph 6. above be registered in the central securities register of the Company. **Officers**

8. The following persons are appointed to the following offices of the Company:

Ryan Reigle	President
David Lenz	Vice President
David Kane	Treasurer

#### **Financial Year End**

9. The financial year end of the Company is December 31.

#### **Accounting Records**

10. The accounting records of the Company be kept at the Company's head office or principal place of business or such other place that the directors may from time to time determine.

#### **Registered and Records Offices**

11. The registered office and records office of the Company are each located at the office of Gowling WLG (Canada) LLP, Suite 2300, Bentall 5, 550 Burrard Street, Vancouver, British Columbia V6C 2B5, or at such other address in British Columbia as Gowling WLG (Canada) LLP may from time to time determine.

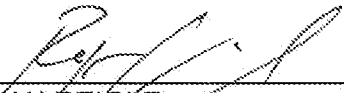
12. The Company appoints Gowling WLG (Canada) LLP as its agent to maintain the Company's registered office and records office as required under the *Business Corporations Act* (British Columbia) at the address referred to in paragraph 11. above.


13. The Company enter into an agreement (the "**Registered and Records Offices Agreement**") submitted by Gowling WLG (Canada) LLP relating to maintaining the registered office and records office of the Company, and any one director or officer of the Company may approve, execute and deliver the Registered and Records Offices Agreement on behalf of the Company.


For greater certainty, these resolutions may be executed and delivered by the directors in one or more counterparts, each of which will be an original, and each of which may be delivered by facsimile, e-mail or other functionally equivalent electronic means of transmission, and those counterparts will together constitute one and the same instrument.

**[Signature Page Follows]**

Each director hereby consents to the foregoing resolutions as of the date first written above.

  
\_\_\_\_\_  
RYAN REIGLE

  
\_\_\_\_\_  
DAVID KANE

  
\_\_\_\_\_  
DAVID LENZ

**RESOLUTIONS OF ALL THE DIRECTORS**

**OF**

**RW INNOVATIONS INC.**  
(the "**Company**")

**Dated as of:** December 17, 2021

**CONTEXT:**

- A. All of the issued and outstanding shares of Espro Inc. (the "**Subsidiary**") are held by the Company.
- B. The Company wishes to amalgamate with the Subsidiary and continue as one company (the "**Amalgamation**") under the name "RW Innovations Inc." (the "**Amalgamated Company**") pursuant to section 273 of the *Business Corporations Act* (British Columbia) (the "**Act**").

**RESOLVED THAT:**

- 1. The Amalgamation of the Company with the Subsidiary under section 273 of the Act is approved.
- 2. The Articles and the Notice of Articles of the Amalgamated Company will be the Articles and the Notice of Articles of the Company.
- 3. On the Amalgamation:
  - (a) the following shares of the Subsidiary which are registered in the name of the Company be cancelled without any repayment of capital in respect of those shares:

Name of Company	Number and Class of Shares	Certificate No.
Espro Inc.	747.432 Class A Voting Common	A-14
Espro Inc.	186.858 Class A Voting Common	A-16


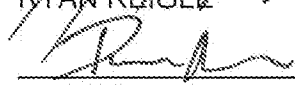
- (b) the capital of the Amalgamated Company will be the same as the capital of the Company.
- 4. The Amalgamated Company will refrain from issuing any securities in connection with the Amalgamation.
- 5. The Amalgamation Application attached to these resolutions as Schedule A is hereby approved.


6. Gowling WLG (Canada) LLP is appointed as the Company's agent to prepare, complete and electronically file with the British Columbia Registrar of Companies the Amalgamation Application attached to these resolutions as Schedule A.
7. Any director or officer of the Company is authorized and directed, on behalf of the Company, to execute and to deliver all documents (including the documents contained in Schedule A), instruments and other writings and to perform and do all acts and things as may be necessary or desirable in connection with the Amalgamation or to give effect to these resolutions.

For greater certainty, these resolutions may be executed and delivered by the directors in one or more counterparts, each of which will be an original, and each of which may be delivered by facsimile, e-mail or other functionally equivalent electronic means of transmission, and those counterparts will together constitute one and the same instrument.

***[Signature page follows]***

Each director hereby consents to the foregoing resolutions as of the date first written above.

  
\_\_\_\_\_  
RYAN REIGLE  
  
\_\_\_\_\_  
DAVID KANE

  
\_\_\_\_\_  
DAVID LENZ

**SCHEDULE A  
AMALGAMATION APPLICATION**

See attached.



**RESOLUTIONS OF ALL OF THE DIRECTORS**

**OF**

**ESPRO INC.**  
(the "**Company**")

**DATED:** December 17, 2021

**CONTEXT:**

- A.** The Company is a wholly owned subsidiary of RW Innovations Inc. (the "**Parent**").
- B.** The Company wishes to amalgamate with the Parent and continue as one company (the "**Amalgamation**") under the name "RW Innovations Inc." pursuant to section 273 of the *Business Corporations Act* (British Columbia) (the "**Act**").


**RESOLVED THAT:**


- 1. All of the shares of the Company held by the Parent be cancelled on the Amalgamation without any repayment of capital in respect of those shares.
- 2. Any director of the Company is authorized and directed, on behalf of the Company, to execute and to deliver all documents, instruments and other writings and to perform and do all acts and things as may be necessary or desirable in connection with the Amalgamation or to give effect to these resolutions.

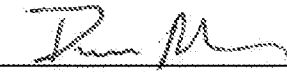
For greater certainty, these resolutions may be executed and delivered by the directors in one or more counterparts, each of which will be an original, and each of which may be delivered by facsimile, e-mail or other functionally equivalent electronic means of transmission, and those counterparts will together constitute one and the same instrument.

***[Signature page follows]***

Each director hereby consents to the foregoing resolutions.

  
\_\_\_\_\_  
RYAN REIGLE

  
\_\_\_\_\_  
DAVID LENZ

  
\_\_\_\_\_  
DAVID KANE

## REGISTERED AND RECORDS OFFICES AGREEMENT

THIS AGREEMENT is dated as of January 1, 2022

### BETWEEN :

**RW INNOVATIONS INC.** , a company existing under the laws of British Columbia

(the "**Company**")

- and -

**GOWLING WLG (CANADA) LLP**

(the "**Firm**")

### CONTEXT:

- A. The *Business Corporations Act* (British Columbia) (the "**Act**") requires the Company to maintain within British Columbia a registered office, at which legal documents may be served on the Company, and a records office, at which certain of the Company's corporate records, documents, registers (including its transparency register) and instruments (collectively, the "**Corporate Records**") must be kept.
- B. The Company wishes to appoint the Firm as its agent for the purpose of maintaining its registered office and records office and its Corporate Records.
- C. The Company also wishes to appoint the Firm as its registrar, on the terms set out in this agreement, for the purpose of countersigning share certificates representing shares in the Company (each a "**Share Certificate**"). The parties have agreed to enter into this agreement for the purpose of recording their respective rights, duties and responsibilities with respect to the registered office and records office of the Company, and to the Corporate Records.

THEREFORE, the parties agree as follows:

#### 1. Appointment of Firm as Agent

The Company appoints the Firm as its agent to maintain the registered office and records office of the Company, and the Corporate Records of the Company, at Suite 2300, 550 Burrard Street, Vancouver, British Columbia, V6C 2B5, or at such other location in British Columbia as the Firm may determine, and the Firm accepts that appointment.

#### 2. Duties of the Firm

The Firm will:

- 2.1 accept service of records in legal proceedings for the Company;
- 2.2 to the extent that the Company furnishes to the Firm the documents, information and instructions necessary for inclusion in the Corporate Records, compile and keep the Corporate Records in any form permitted by the Act, including electronic form;
- 2.3 provide facilities for the storage, inspection and copying of the Corporate Records;

- 2.4 provide access to the Corporate Records as set out in this agreement and personnel to supervise the inspection of the Corporate Records; and
- 2.5 take adequate precautions with respect to the Corporate Records to:
  - 2.5.1 keep them in a complete state;
  - 2.5.2 avoid loss, mutilation or destruction;
  - 2.5.3 avoid falsification of entries; and
  - 2.5.4 provide simple, reliable and prompt access by those entitled to inspect the Corporate Records,

provided that it is understood that the Firm does not propose to insure the Corporate Records against loss from fire or other hazards, and since the Firm's offices, like all others, are not totally fire or hazard proof, it will be the sole responsibility of the Company to obtain appropriate insurance if it decides to do so.

### **3. Documents and Records to be Provided**

- 3.1 The Company will be responsible for compliance with the provisions of the Act, and the Firm will have no obligations in that regard other than to the extent that it is provided with the Corporate Records and other documents, information and instructions referred to in Section 3.2.
- 3.2 The Company will provide the Firm promptly, on a continuing basis, with the Corporate Records, including:
  - 3.2.1 all documents, information and instructions necessary to satisfy the requirements of the Act and the obligations of the Firm under this agreement;
  - 3.2.2 an address, e-mail address and telephone number to be used for any communication by the Firm to the Company; and
  - 3.2.3 all documents and information relating to any changes to the Corporate Records or to the other documents and information referred to in this Section 3.1.
- 3.3 The Corporate Records may be delivered to the Firm in, or reduced by the Firm to, any electronic form that will allow them to be inspected and copied in accordance with the Act.
- 3.4 The Firm may rely on the accuracy of the Corporate Records, documents, information and instructions received from the Company, and will not be responsible for errors, omissions or inaccuracies in the Corporate Records, whether resulting from the Firm not having received complete, accurate and up-to-date information from the Company or otherwise, or from any changes that may be made to the Corporate Records by the Company directly, whether on-line with the British Columbia Registrar of Companies or otherwise.

#### **4. Fees, Disbursements and Charges**

##### **4.1 The Company will pay to the Firm:**

- 4.1.1 the Firm's standard annual fee (the "**Annual Fee**"), as adjusted by the Firm from time to time, for maintaining corporate records for its clients at its Vancouver office and for performing its duties under this agreement;
- 4.1.2 all disbursements reasonably incurred by the Firm;
- 4.1.3 all reasonable fees, disbursements and other charges that the Firm may bill the Company for services in addition to those services normally required for acting as agent of the Company as provided in this agreement; and
- 4.1.4 all applicable taxes on the amounts set out above.

##### **4.2 Upon any termination of this agreement the Company will pay to the Firm, in addition to any other amounts which may be owing under this agreement, the pro rata portion of the Annual Fee for the then current year, based on the number of months elapsed as at the date of termination in the year to which the Annual Fee relates.**

##### **4.3 The Company authorizes the Firm to prescribe charges for the inspection, taking of extracts and copying of the Corporate Records by those entitled under the Act to inspect the Corporate Records.**

##### **4.4 The Company assigns to the Firm absolutely all charges for the inspection, taking of extracts and copying of the Corporate Records that the Firm collects when acting under this agreement.**

#### **5. Inspection of Corporate Records**

##### **5.1 The Firm will permit only the following persons to inspect and take extracts from the Corporate Records:**

- 5.1.1 the personnel of the Firm;
- 5.1.2 those persons entitled to do so under the Act, including any auditor of the Company; and
- 5.1.3 any person specified orally or in writing to the Firm by any director of the Company, to the extent included in the specification and permitted by the Act.

##### **5.2 The Company acknowledges that the Firm may, in determining whether a person is entitled to inspect, take extracts from or copy the Corporate Records, rely on:**

- 5.2.1 the registers of the Company; and
- 5.2.2 the production by the person of identification that the Firm in its sole discretion deems adequate.

##### **5.3 The Firm will exercise its discretion in determining whether a person is entitled under the Act to inspect, take extracts from or copy any Corporate Records in its custody. The Firm will not be responsible for permitting any unauthorized person to inspect, take extracts from or copy any**

Corporate Records, provided the Firm takes reasonable steps under the circumstances to confirm that person's identity and relationship, if any, to the Company.

- 5.4 The Firm will keep the Corporate Records available for inspection for the minimum period required by the Act, or for such longer period as determined by the Firm, acting reasonably.

## **6. Appointment of Firm as Registrar**

- 6.1 The Company appoints the Firm as its registrar to countersign, if directed by the Company, any Share Certificate signed by a director or officer of the Company when a manual signature is needed on a Share Certificate to comply with the requirements of the Act.
- 6.2 When countersigning a Share Certificate the Firm may rely on the genuineness of the signatures of a director or officer of the Company on the Share Certificate and the authenticity of the directions given to it by the Company to countersign the Share Certificate.

## **7. Service of Documents**

- 7.1 The Firm will act as agent for the Company under the Act to accept records and other documents served on the Firm as the registered office of the Company (the "**Served Documents**").
- 7.2 Upon receipt of any Served Documents the Firm will promptly contact the Company, deliver the Served Documents to the Company, and seek instructions from the Company relating to the Served Documents, provided that the Firm will not be responsible for defending the Company or otherwise representing it in any legal proceeding or other matter relating to the Served Documents unless the Firm is properly retained by the Company and specifically instructed by the Company to do so.
- 7.3 If the Company has not provided the Firm with a current address, e-mail address and telephone number, the Firm will not be responsible to take any action relating to any Served Documents, including any action to locate the Company.

## **8. Termination**

- 8.1 Either party may terminate this agreement on 30 days' notice in writing to the other party.
- 8.2 The Firm may at its option terminate this agreement without notice if the Company:
- 8.2.1 advises the Firm that the Company will be changing the address for its registered office or records office to an address other than the Firm's address, or asks the Firm to give up permanent custody of the Corporate Records; or
  - 8.2.2 fails for one year to pay the Firm's fees, disbursements and other charges as provided in this agreement.

## **9. Effect of Termination**

- 9.1 As soon as possible upon the termination of this agreement, the Company will deliver to the Firm:
- 9.1.1 a certified copy of a resolution of the directors of the Company changing the location of the registered office and records office of the Company to a location other than that of the Firm; and

9.1.2 two executed copies of a notice of change of address for those offices in the form established by the British Columbia Registrar of Companies,

and, upon payment by the Company to the Firm of all money owing to the Firm, the Firm will deliver the Corporate Records as instructed by the Company, and file the notice of change of address with the British Columbia Registrar of Companies.

9.2 If the Company does not fulfill the requirements of Section 9.1, then the Firm may, on the terms set out in the Act:

9.2.1 transfer the registered office and the records office of the Company; and

9.2.2 physically transfer the Corporate Records,

to the British Columbia residence address of any director or officer of the Company, in connection with which the Firm may execute and file, as applicable, a notice of change of address for the registered office and the records office of the Company with the British Columbia Registrar of Companies to any address referred to in Section 9.5.2.

9.3 The Company will pay the reasonable costs and expenses of the Firm in taking any action under Section 9.2.

9.4 Upon any termination of this agreement the Firm will have no further obligations to, and will be discharged from any responsibility to, the Company under this agreement, and will be completely and absolutely discharged from any responsibility for acting as registrar of the Company and as registered office and records office of the Company and keeping and maintaining the Corporate Records, whether or not the Firm has transferred the registered office or records office of the Company or physically transferred the Corporate Records as set out in Section 9.2.

9.5 The Company irrevocably appoints the Firm as its attorney to complete and file on behalf of the Company, in compliance with the Act but without any further consent being obtained, all documents required to change the location and address of the Company's records office, and the registered office if at the same address:

9.5.1 to the new address of the Firm, if the Firm relocates its offices within British Columbia during the term of this agreement; or

9.5.2 to the British Columbia residence address of any director or officer of the Company, if this agreement is terminated by the Firm,

and in either case, the Firm will send notice to the Company of the new location and address of the records office, and of the registered office if also relocated.

## 10. Indemnification

Except in the case of the wilful misconduct or gross negligence of the Firm, the Company will indemnify the Firm and its partners and employees against any demand, cost, claim, suit or action brought against any of them in any way arising out of the Firm acting as registrar of the Company, being the registered office and records office of the Company or maintaining the Corporate Records, or for any related cause, by any person, including a shareholder, alleged shareholder, director, officer, past director, past officer, or any member of the public.

## **11. Representation of Other Clients**

The Firm's representation of the Company under this agreement is limited to acting as the Company's registered and records office and registrar as set out in this agreement, and the Company acknowledges and agrees that:

- 11.1 while the Company is a client of the Firm, the Firm will not act for another client in a matter which creates a conflicting interest unless the Company consents;
- 11.2 the Company consents now to representation by the Firm of other clients in other matters that may be adverse to the interests of the Company, provided that (i) the other matter is not the same as or related to any matter in which the Firm is then representing the Company, and (ii) the Firm will protect the Company's confidential information;
- 11.3 the consent given by the Company in Section 11.2 means that while the Firm is acting for the Company under this agreement, the Firm could represent another client in an unrelated matter that is adverse to the Company's interests, including without limitation a lawsuit, negotiation, financing transaction, auction or other acquisition transaction, regulatory proceeding, insolvency, restructuring or other matter; and
- 11.4 the Firm is relying on the consents given by the Company in this Section 11 in agreeing to act for the Company under this agreement, and the Firm will not be seeking any further consent from the Company or consulting with the Company before advising, acting for or representing another client with interests adverse to the Company's interests.

## **12. Notices**

Any notice or communication to the Company will be made to the address or e-mail address provided under Section 3.2.2. Any notice or communication to the Firm, as well as all Corporate Records delivered to the Firm, must be sent to its address or e-mail address as follows:

Gowling WLG (Canada) LLP  
Suite 2300 550 Burrard Street  
Vancouver, British Columbia, V6C 2B5

Attention: Corporate Services Department  
E-mail: van-corp-regco@gowlingwlg.com

or at any other address or e-mail address as any party may at any time advise the other by communication made in accordance with this Section 12. Any communication between the Firm and the Company may be transmitted by e-mail or other functionally equivalent electronic means of transmission.

## **13. Further Assurances**

The parties will execute and deliver any other documents and assurances and do any other acts required to give effect to this agreement.

## **14. Governing Law**

This agreement is governed by, and is to be construed and interpreted in accordance with, the laws of the Province of British Columbia and the laws of Canada applicable in that Province.



## **15. Submission to Jurisdiction**

Each of the parties irrevocably and unconditionally submits and attorns to the non-exclusive jurisdiction of the courts of the Province of British Columbia to determine all issues, whether at law or in equity, arising from this agreement. To the extent permitted by applicable law, each of the parties:

- 15.1 irrevocably waives any objection, including any claim of inconvenient forum, that it may now or in the future have to the venue of any legal proceeding arising out of or relating to this agreement in the courts of that Province, or that the subject matter of this agreement may not be enforced in those courts;
- 15.2 irrevocably agrees not to seek, and waives any right to, judicial review by any court which may be called upon to enforce the judgment of the courts referred to in this Section 15, of the substantive merits of any suit, action or proceeding; and
- 15.3 to the extent a party has or in the future may acquire any immunity from the jurisdiction of any court or from any legal process, whether through service or notice, attachment before judgment, attachment in aid of execution, execution or otherwise, with respect to itself or its property, that party irrevocably waives that immunity in respect of its obligations under this agreement.

## **16. Assignment**

The Firm may, without notice to or consent of the Company, assign this agreement and its rights and obligations under it to a corporation or partnership organized by the Firm or with which the Firm is otherwise associated, and upon an assignment on those terms the Firm will be released from any further obligations under this agreement. The Company may not assign this agreement or any of its rights and obligations under it.

## **17. Electronic Signatures and Delivery**

This agreement and any counterpart of it may be:

- 17.1 signed by manual, digital or other electronic signatures; and
- 17.2 delivered or transmitted by any digital, electronic or other intangible means, including by e-mail or other functionally equivalent electronic means of transmission;

and that execution, delivery and transmission will be valid and legally effective to create a valid and binding agreement between the parties.

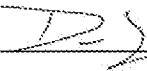
## **18. Counterparts**

This agreement may be signed and delivered by the parties in counterparts, with the same effect as if each of the parties had signed and delivered the same document, and that execution and delivery will be valid and legally effective.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

Each of the parties has executed and delivered this agreement as of the date noted at the beginning of the agreement.

**RW INNOVATIONS INC.**

Per:  \_\_\_\_\_

**GOWLING WLG (CANADA) LLP**

Per: \_\_\_\_\_

## CONSENT TO ACT AS A DIRECTOR AND OFFICER

TO: RW INNOVATIONS INC. (the "Company")

I consent to be a director and officer of the Company. I agree that this consent is effective until revoked by me or I resign.

I certify that I am not disqualified from becoming or acting as a director or officer of the Company under the provisions of subsection 124(2) of the British Columbia *Business Corporations Act*, the text of which is set out below, or subsection 141(3).

DATED as of January 1, 2022.

  
\_\_\_\_\_  
DAVID KANE

<b>Delivery Address</b>	1675 Reigle Drive Kewaskum, WI, USA 53040
<b>Mailing Address</b>	1675 Reigle Drive Kewaskum, WI, USA 53040

## PERSONS DISQUALIFIED AS DIRECTORS

**124(2)** An individual is not qualified to become or act as a director of a company if that individual is

- (a) under the age of 18 years,
- (b) found by a court, in Canada or elsewhere, to be incapable of managing the individual's own affairs,
- (c) an undischarged bankrupt, or
- (d) convicted in or out of British Columbia of an offence in connection with the promotion, formation or management of a corporation or unincorporated business, or of an offence involving fraud, unless
  - (i) the court orders otherwise,
  - (ii) 5 years have elapsed since the last to occur of
    - (A) the expiration of the period set for suspension of the passing of sentence without a sentence having been passed,
    - (B) the imposition of a fine,
    - (C) the conclusion of the term of any imprisonment, and
    - (D) the conclusion of the term of any probation imposed, or
  - (iii) a pardon was granted or issued, or a record suspension was ordered, under the *Criminal Records Act* (Canada) and the pardon or record suspension, as the case may be, has not been revoked or ceased to have effect.

## CONSENT TO ACT AS A DIRECTOR AND OFFICER

TO: RW INNOVATIONS INC. (the "Company")

I consent to be a director and officer of the Company. I agree that this consent is effective until revoked by me or I resign.

I certify that I am not disqualified from becoming or acting as a director or officer of the Company under the provisions of subsection 124(2) of the British Columbia *Business Corporations Act*, the text of which is set out below, or subsection 141(3).

DATED as of January 1, 2022.

  
DAVID LENZ

<b>Delivery Address</b>	1675 Reigle Drive Kewaskum, WI, USA 53040
<b>Mailing Address</b>	1675 Reigle Drive Kewaskum, WI, USA 53040

## PERSONS DISQUALIFIED AS DIRECTORS

**124(2)** An individual is not qualified to become or act as a director of a company if that individual is

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- (b) found by a court, in Canada or elsewhere, to be incapable of managing the individual's own affairs,
- (c) an undischarged bankrupt, or
- (d) convicted in or out of British Columbia of an offence in connection with the promotion, formation or management of a corporation or unincorporated business, or of an offence involving fraud, unless
  - (i) the court orders otherwise,
  - (ii) 5 years have elapsed since the last to occur of
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    - (B) the imposition of a fine,
    - (C) the conclusion of the term of any imprisonment, and
    - (D) the conclusion of the term of any probation imposed, or
  - (iii) a pardon was granted or issued, or a record suspension was ordered, under the *Criminal Records Act* (Canada) and the pardon or record suspension, as the case may be, has not been revoked or ceased to have effect.

## CONSENT TO ACT AS A DIRECTOR AND OFFICER

TO: RW INNOVATIONS INC. (the "Company")

I consent to be a director and officer of the Company. I agree that this consent is effective until revoked by me or I resign.

I certify that I am not disqualified from becoming or acting as a director or officer of the Company under the provisions of subsection 124(2) of the British Columbia *Business Corporations Act*, the text of which is set out below, or subsection 141(3).

DATED as of January 1, 2022.

  
\_\_\_\_\_  
RYAN REIGLE

<b>Delivery Address</b>	1675 Reigle Drive Kewaskum, WI, USA 53040
<b>Mailing Address</b>	1675 Reigle Drive Kewaskum, WI, USA 53040

## PERSONS DISQUALIFIED AS DIRECTORS

**124(2)** An individual is not qualified to become or act as a director of a company if that individual is

- (a) under the age of 18 years,
- (b) found by a court, in Canada or elsewhere, to be incapable of managing the individual's own affairs,
- (c) an undischarged bankrupt, or
- (d) convicted in or out of British Columbia of an offence in connection with the promotion, formation or management of a corporation or unincorporated business, or of an offence involving fraud, unless
  - (i) the court orders otherwise,
  - (ii) 5 years have elapsed since the last to occur of
    - (A) the expiration of the period set for suspension of the passing of sentence without a sentence having been passed,
    - (B) the imposition of a fine,
    - (C) the conclusion of the term of any imprisonment, and
    - (D) the conclusion of the term of any probation imposed, or
  - (iii) a pardon was granted or issued, or a record suspension was ordered, under the *Criminal Records Act* (Canada) and the pardon or record suspension, as the case may be, has not been revoked or ceased to have effect.

**RE: AMALGAMATION OF**

**ESPRO INC. and  
RW INNOVATIONS INC.**

**as**

**RW INNOVATIONS INC.**


**AFFIDAVIT**

I, Dave Lenz, of Espro Inc., **MAKE OATH AND SAY THAT:**

1. I am a director of Espro Inc. (the "**Company**") and as such have personal knowledge of the facts and matters deposed in this affidavit, save and except where stated to be based on information and belief, and where so stated I verily believe them to be true.
2. The Company was continued under the laws of the Province of British Columbia on November 8, 2018 under No. C1186026.
3. The Company proposes to amalgamate with RW Innovations Inc. pursuant to section 273 of the *Business Corporations Act* (British Columbia) (the "**Act**").
4. The amalgamation has been approved in accordance with section 273 of the Act.
5. I believe and have reasonable grounds for believing that no creditor of the Company will be materially prejudiced by the amalgamation.
6. I am not aware of there being any court order, or any application for a court order, that the amalgamation not proceed.

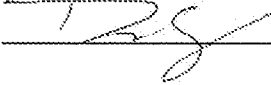
**[Signature Page Follows]**

SWORN BEFORE ME at Kewaskum, )  
Wisconsin, this 17<sup>th</sup> day of December, )  
2021 )

  
\_\_\_\_\_ )

A Notary Public in and for: )

The State of Wisconsin, U.S.A. )

  
\_\_\_\_\_



**RE: AMALGAMATION OF**

**ESPRO INC. and  
RW INNOVATIONS Inc.**

**as**

**RW INNOVATIONS INC.**

**AFFIDAVIT**


I, Dave Lenz, of RW Innovations Inc., **MAKE OATH AND SAY THAT:**

1. I am a director of RW Innovations Inc. (the "**Company**") and as such have personal knowledge of the facts and matters deposed in this affidavit, save and except where stated to be based on information and belief, and where so stated I verily believe them to be true.
2. The Company was incorporated under the laws of the Province of British Columbia on March 7, 2016 under No. BC1067318.
3. The Company proposes to amalgamate with Espro Inc. pursuant to section 273 of the *Business Corporations Act* (British Columbia) (the "**Act**").
4. The amalgamation has been approved in accordance with section 273 of the Act.
5. I believe and have reasonable grounds for believing that no creditor of the Company will be materially prejudiced by the amalgamation.
6. I am not aware of there being any court order, or any application for a court order, that the amalgamation not proceed.

**[Signature Page Follows]**

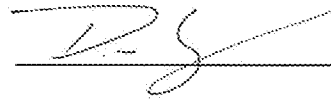


SWORN BEFORE ME at Kewaskum, )  
Wisconsin, this 17<sup>th</sup> day of December, )  
2021 )

  
\_\_\_\_\_ )

A Notary Public in and for: )

The State of Wisconsin, U.S.A. )

  
\_\_\_\_\_

