AMENDING AGREEMENT

THIS AMENDING AGREEMENT is made as of February 26, 2021 between:

CLOUD DX, INC., a corporation existing under the laws of Delaware ("**Cloud DX**")

- and -

12632926 CANADA LTD., a corporation existing under the federal laws of Canada ("**Cloud Canada**")

- and -

ROOSEVELT CAPITAL GROUP INC., a corporation existing under the laws of Alberta ("**Roosevelt**")

- and -

12686163 CANADA INC., a corporation existing under the federal laws of Canada ("**Acquireco**", and collectively with Cloud DX, Cloud Canada, Roosevelt, the "**Parties**")

WHEREAS the Parties entered into an arrangement agreement dated January 29, 2021 (the "**Arrangement Agreement**") in connection with an arrangement (the "**Arrangement**") pursuant to section 192 of the *Canada Business Corporations Act* (the "**CBCA**"), as set forth in the plan of arrangement (as may be amended, modified and/or supplemented in accordance with its terms, the "**Plan of Arrangement**"), a copy of which is attached to the Arrangement Agreement as Schedule "A";

AND WHEREAS the Parties now wish to amend the Plan of Arrangement in accordance with the terms contained in this Agreement;

NOW THEREFORE, in consideration of the covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties hereto agree that the Arrangement Agreement shall be amended as follows:

1 The Plan of Arrangement attached as Schedule "A" to the Arrangement Agreement is hereby deleted in its entirety and replaced with the Plan of Arrangement attached as Schedule "A" hereto.

2 Except to the extent amended by this Agreement, the Parties to the Arrangement Agreement hereby confirm that the terms and provisions of the Arrangement Agreement shall continue in full force and effect in accordance with the terms thereof.

3 All capitalized terms used in this Agreement, including the recitals and schedules hereto, which are not otherwise defined herein, shall have the meanings ascribed thereto in the Arrangement Agreement.

4 This Agreement will be governed by, interpreted and enforced in accordance with the laws of the province of Ontario and the federal laws of Canada. All questions as to the interpretation or application of this Agreement and all proceedings taken in connection with this Agreement and its provisions shall be subject to the exclusive jurisdiction of the Court.

5 Each of the Parties hereby covenants and agrees that, at any time and from time to time after the date hereof, it will, upon the request of any other arty, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, deeds, assignments, transfers, conveyances and assurances as may be reasonably required for the better carrying out and performance of all the terms of this Agreement.

6 This Agreement may be executed in any number of counterparts, each of which is and is hereby conclusively deemed to be an original and which counterparts collectively are to be conclusively deemed one instrument. A counterpart may be delivered by facsimile, e-mail or other electronic means, which shall be as effective as hand delivery of the original executed counterpart.

[remainder of page intentionally left blank -signature page follows]

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

CLOUD DX INC.

Per: *"Robert Kaul"*
Name: Robert Kaul
Title: CEO

12632926 CANADA LTD.

Per: *"Robert Kaul"*
Name: Robert Kaul
Title: CEO

ROOSEVELT CAPITAL GROUP INC.

Per: *"John Gamble"*
Name: John Gamble
Title: President and CEO

12686163 CANADA INC.

Per: *"John Gamble"*
Name: John Gamble
Title: President

SCHEDULE "A"

See attached.

PLAN OF ARRANGEMENT
UNDER SECTION 192 OF THE
CANADA BUSINESS CORPORATIONS ACT

ARTICLE 1
INTERPRETATION

1.1 Definitions.

In this Plan of Arrangement, unless there is something in the subject matter or context inconsistent therewith, the following words and terms have the following meanings:

"**Acquireco**" means 12686163 Canada Inc.;

"**Acquireco Shares**" means the common shares in the capital of Acquireco;

"**Amalco**" means the amalgamated corporation resulting from the Amalgamation;

"**Amalco Shares**" means the common shares in the capital of Amalco, having the same rights, privileges, restrictions and conditions as the Cloud Canada Shares;

"**Amalgamation**" means the amalgamation of Cloud Canada and Acquireco pursuant to the CBCA and this Plan of Arrangement;

"**Applicable Laws**" means, with respect to any person or persons, all federal, provincial, territorial, municipal, local or foreign laws, statutes, regulations, rules, ordinances, codes and by-laws and all legally binding Orders, that are binding upon or applicable to such person or persons or its or their business, undertaking, property or securities and emanate from a Governmental Authority or person otherwise having jurisdiction over the person or persons or its or their business, undertaking, property or securities;

"**Arrangement**" means the arrangement pursuant to section 192 of the CBCA on the terms and pursuant to the conditions set forth in this Plan of Arrangement, subject to any amendments to the Plan of Arrangement made in accordance with the terms of this Plan of Arrangement, the terms of the Arrangement Agreement, or made at the direction of the Court in the Final Order with the prior written consent of Roosevelt and Cloud DX, each acting reasonably;

"**Arrangement Agreement**" means the arrangement agreement made as of January 29, 2021 among the Parties providing for, among other things, the Arrangement, as the same may be amended, supplemented, restated or otherwise modified from time to time, including all schedules to it;

"**Articles of Arrangement**" means the articles of arrangement in respect of the Arrangement required under subsection 192(6) of the CBCA to be sent to the Director (with any other required documents and information) after the Final Order is made giving effect to the Arrangement;

"**Business Day**" means any day other than a Saturday, Sunday or statutory holiday in Toronto, Ontario;

"**CBCA**" means the *Canada Business Corporations Act*, R.S.C. 1985, c. C-44 as amended, including the regulations promulgated thereunder;

"**Certificate of Arrangement**" means the certificate of arrangement giving effect to the Arrangement, to be issued by the Director pursuant to subsection 192(7) of the CBCA in respect of the Articles of Arrangement;

"**Cloud Canada**" means 12632926 Canada Ltd.;

"**Cloud Canada Shareholders**" means the holders of Cloud Canada Shares;

"**Cloud Canada Shares**" means the common shares in the capital of Cloud Canada;

"**Cloud DX**" means Cloud DX, Inc.;

"**Cloud DX Shareholders**" means the holders of Cloud DX Shares from time to time;

"**Cloud DX Shares**" means the shares of common stock of Cloud DX;

"**Cloud Meeting**" means the special meeting of the Initial Cloud Canada Shareholder and Prospective Shareholders to consider and, if so determined, approve the Arrangement and related matters, and includes any adjournments thereof;

"**Cloud Resolution**" means the special resolution approving the Arrangement, to be considered and voted upon by the Initial Cloud Canada Shareholder at the Cloud Meeting, substantially in the form set forth in Schedule B to the Arrangement Agreement;

"**Code**" means the United States *Internal Revenue Code of 1986*, as amended;

"**Continuance**" means the continuance of Roosevelt from the *Business Corporations Act* (Alberta) to the CBCA;

"**Court**" means the Superior Court of Justice of Ontario;

"**Director**" means the Director appointed pursuant to section 260 of the CBCA;

"**Dissent Cloud Shares**" means the Cloud Canada Shares held by a Dissenting Cloud Shareholder and in respect of which the Dissenting Cloud Shareholder has validly exercised Dissent Rights;

"**Dissent Rights**" means the rights of dissent provided to the Prospective Shareholders at the Cloud Meeting pursuant to the Share Exchange Agreement and the Interim Order;

"**Dissenting Cloud Shareholder**" means a Prospective Shareholder who has duly and validly exercised Dissent Rights pursuant to Article 3 and the Interim Order and has not withdrawn or been deemed to have withdrawn such exercise of its Dissent Rights;

"**Effective Date**" means the date shown in the Certificate of Arrangement issued by the Director;

"**Effective Time**" means 11:00 a.m. (Eastern time) on the Effective Date;

"**Eligible Holder**" means any Cloud DX Shareholder, who holds their Cloud DX Shares as capital property for purposes of the Tax Act, other than a Dissenting Cloud Shareholder, immediately prior to the Effective Time who is a resident of Canada for purposes of the Tax Act, or a partnership any member of which is a resident of Canada for the purposes of the Tax Act;

"**Final Order**" means the order of the Court pursuant to section 192(4)(e) of the CBCA, approving the Arrangement in a form acceptable to Roosevelt and Cloud DX, each acting reasonably, as such order may be amended by the Court (with the consent of both Roosevelt and Cloud DX, each acting reasonably) at any time prior to the Effective Date;

"**Former Cloud Shareholders**" means, at and following the Effective Time, the holders of the Cloud Canada Shares immediately prior to the Effective Time;

"**Governmental Authority**" means any domestic or foreign: (i) government or governmental, regulatory or public authority, department, agency, commission, board, bureau, branch, official, panel, tribunal or arbitral body; (ii) court or private arbitrator or arbitral tribunal having jurisdiction; or (iii) other Person exercising or entitled to exercise any legislative, judicial, quasi-judicial, administrative, executive, investigative, regulatory, licensing, expropriation or taxing authority or power, and includes the TSXV;

"**Initial Cloud Canada Share Price**" means $500, being the amount paid by the Initial Cloud Canada Shareholder for all of the Initial Cloud Canada Shares;

"**Initial Cloud Canada Shareholder**" means Robert Kaul, being the initial holder of Cloud Canada Shares and the sole holder of Cloud Canada Shares at the time of the Arrangement;

"**Initial Cloud Canada Shares**" means the 1,000 Cloud Canada Shares issued to the Initial Cloud Canada Shareholder upon organization of Cloud Canada;

"**Interim Order**" means the interim order of the Court concerning the Arrangement pursuant to section 192(4) of the CBCA, containing declarations and directions with respect to the Arrangement and the Cloud Meeting, as such order may be amended;

"**Orders**" means orders, judgments, decrees, rulings, directives, notices, guidelines, directions, injunctions, writs, complaints, penalties or sanctions, issued, made or imposed by any Governmental Authority;

"**Person**" means any individual, body corporate, partnership, syndicate, trust or other form of incorporated or unincorporated association, and includes any Governmental Authority;

"**Plan of Arrangement**", "hereof", "herein", "hereto" and similar references mean and refer to this plan of arrangement, and any amendment or variation hereto made in accordance with Section 6.2 of the Arrangement Agreement, Article 5 hereof, or made at the direction of the Court in the Final Order (with the consent of both Roosevelt and Cloud DX, each acting reasonably);

"**Prospective Shareholders**" means the Cloud DX Shareholders as at the date of the Cloud Meeting who will become shareholders of Cloud Canada following the Share Exchange;

"**Resulting Issuer**" means Roosevelt upon completion of the Arrangement, the Name Change, the Consolidation and the Continuance;

"**Resulting Issuer Shares**" means the common shares in the capital of the Resulting Issuer to be issued as consideration under the Arrangement to the Former Cloud Shareholders;

"**Roosevelt**" means Roosevelt Capital Group Inc., and where applicable includes the Resulting Issuer;

"**Sellers' Representative**" means Robert Kaul, the true and lawful agent and attorney-in-fact to act for and on behalf of each Seller for the purpose of taking any and all actions by the sellers under the Share Exchange Agreement specified in or contemplated by the Share Exchange Agreement;

"**Share Exchange**" means the exchange of Cloud Canada Shares for the issued and outstanding Cloud DX Shares in accordance with the terms and conditions of the Share Exchange Agreement;

"**Share Exchange Agreement**" means the stock exchange agreement entered into among Cloud Canada, Cloud DX, the Sellers' Representative and securityholders of Cloud DX, pursuant to which Cloud Canada will acquire all of the issued and outstanding Cloud DX Shares in exchange for Cloud Canada Shares, substantially in the form attached as Schedule E to the Arrangement Agreement;

"**Tax Act**" means the *Income Tax Act* (Canada); and

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

1.2 Terms Defined in Arrangement Agreement or CBCA

Words and phrases used herein that are defined in the Arrangement Agreement and not defined herein have the same meaning herein as in the Arrangement Agreement, unless the context otherwise requires. Words and phrases used herein that are defined in the CBCA and not defined herein or in the Arrangement Agreement have the same meaning herein as in the CBCA, unless the context otherwise requires.

1.3 Interpretation Not Affected by Headings

The division of this Plan of Arrangement into Articles, Sections, subsections and paragraphs and the insertion of headings are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Plan of Arrangement. Unless the contrary intention appears, references in this Plan of Arrangement to an Article, Section, subsection, paragraph or Schedule by number or letter or both refer to the Article, Section, subsection, paragraph or Schedule, respectively, bearing that designation in this Plan of Arrangement. "Including" means including without limitation, and "include" and "includes" have a corresponding meaning.

1.4 Number and Gender

In this Plan of Arrangement, unless the contrary intention appears, words importing the singular include the plural and vice versa, and words importing gender include all genders.

1.5 Date for Any Action and Computation of Time

If the date on which any action is required to be taken hereunder by a Party is not a Business Day, such action shall be required to be taken on the next succeeding day which is a Business Day. A period of time is to be computed as beginning on the day following the event that began the period and ending at 5:00 p.m. on the last day of the period, if the last day of the period is a Business Day, or at 5:00 p.m. on the next Business Day if the last day of the period is not a Business Day. References to time are to local time, Toronto, Ontario, Canada.

1.6 Currency

Unless otherwise stated, all references in this Plan of Arrangement to sums of money are expressed in lawful money of Canada and "$" refers to Canadian dollars.

1.7 Statutes

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

ARTICLE 2
ARRANGEMENT

2.1 Arrangement Agreement

This Plan of Arrangement is made pursuant to and subject to the provisions of the Arrangement Agreement.

2.2 Binding Effect

This Plan of Arrangement and the Arrangement, upon the filing of the Articles of Arrangement and the issue of the Certificate of Arrangement, if any, shall become effective at the Effective Time, and shall be binding on Roosevelt, Acquireco, Cloud Canada, Cloud DX, all Former Cloud Shareholders, including all Prospective Shareholders, the Initial Cloud Canada Shareholder and all Dissenting Cloud Shareholders, the registrar and transfer agent of Roosevelt, and all other Persons, at and after the Effective Time, without any further act or formality required on the part of any Person.

2.3 Filing of Articles of Arrangement

The Articles of Arrangement and the Certificate of Arrangement shall be filed and issued, respectively, with respect to this Arrangement in its entirety. The Certificate of Arrangement shall be conclusive evidence that the Arrangement has become effective and that each of the provisions of Section 2.4 has become effective in the sequence and at the times set out therein.

2.4 Arrangement

Commencing at the Effective Time, except as otherwise indicated, the following events or transactions will occur and will be deemed to occur in the following sequence without any further authorization, act or formality:

(a) subject to the Share Exchange having become effective in accordance with the Share Exchange Agreement and the Delaware General Corporation Law of the State of Delaware, the Share Exchange Agreement shall become effective and Cloud Canada shall perform its obligations under the Share Exchange Agreement, whereby:

   (i) Cloud Canada shall acquire all of the Cloud DX Shares from the former Cloud DX Shareholders; and

   (ii) Cloud Canada shall issue to each former Cloud DX Shareholder, for each Cloud DX Share acquired from such former Cloud DX Shareholders, 22.3783 Cloud Canada Shares;

(b) the Initial Cloud Canada Shareholder shall transfer the Initial Cloud Canada Shares to Cloud Canada in exchange for the payment by Cloud Canada to the Initial Cloud Canada Shareholder of the Initial Cloud Canada Share Price, and the Initial Cloud Canada Shares shall be cancelled and removed from the register of Cloud Canada maintained by or on behalf of Cloud Canada;

(c) each Cloud Canada Share held by a Dissenting Cloud Shareholder entitled to be paid fair value for its Dissent Cloud Shares will be deemed to be transferred by the holder thereof, without any further act or formality on its part, to Cloud Canada (free and clear of any encumbrances) in consideration for a debt claim against Cloud Canada for an amount determined in accordance with Article 3 and thereupon:

   (i) each Dissenting Cloud Shareholder will have only the rights set out in Article 3 and will cease to be the holder of such Dissent Cloud Shares;

(ii) such Dissenting Cloud Shareholder's name will be removed from the register of the Cloud Canada Shares maintained by or on behalf of Cloud Canada; and

(iii) such Cloud Canada Shares shall be automatically cancelled;

(d) Acquireco and Cloud Canada shall amalgamate to form one corporation with the same effect as if they had amalgamated pursuant to section 181 of the CBCA and a certificate of amalgamation had been issued under the CBCA, and shall, after the Effective Date, continue as one corporation in accordance with the following:

(i) ***Name***. The name of Amalco shall be such name as Cloud DX may determine;

(ii) ***Registered Office***. The registered office of Amalco shall be located at the same registered office as Cloud Canada;

(iii) ***Business and Powers***. There shall be no restrictions on the business Amalco may carry on or on the powers it may exercise;

(iv) ***Share Provisions***. Amalco is authorized to issue an unlimited number of Amalco Shares. The Amalco Shares shall have the same rights, privileges, restrictions and conditions attaching to the Cloud Canada Shares;

(v) ***Restrictions on Transfer***. No shares of Amalco shall be transferred to any Person without the approval of the Board of Directors of Amalco;

(vi) ***Directors***.

(A) **Minimum and Maximum**. The directors of Amalco shall, until otherwise changed in accordance with the CBCA, consist of a minimum number of one and a maximum number of nine directors;

(B) **Initial Directors**. The number of directors on the board of directors shall initially be set at three and the initial directors shall be the following persons: Robert Kaul, Anthony Kaul and Stephanie Bird;

(vii) ***Initial Officers***. The initial officers of Amalco shall be: Robert Kaul as President and Chief Executive Officer, and Stephanie Bird as Chief Financial Officer;

(viii) ***By-laws***. The by-laws of Cloud Canada shall become the by-laws of Amalco and all previous by-laws shall be repealed;

(ix) ***Effect of Amalgamation***. The provisions of subsections 186(a), (b), (c), (d), (e) and (f) of the CBCA shall apply to the amalgamation with the result that without any further act, formality, transfer or other act:

(A) Acquireco and Cloud Canada are amalgamated and continue as one corporation under the terms and conditions contained in this Plan of Arrangement;

(B) the property of Acquireco and Cloud Canada shall continue to be the property of Amalco;

(C) Amalco shall continue to be liable for the obligations of each of Acquireco and Cloud Canada;

(D) any existing cause of action, claim or liability to prosecution against Acquireco or Cloud Canada is unaffected;

(E) a civil, criminal or administrative action or proceeding pending by or against Acquireco or Cloud Canada may be continued to be prosecuted by or against Amalco; and

(F) a conviction against or ruling, order or judgment in favour of or against, an amalgamating corporation may be enforced by or against Amalco;

(x) ***Articles***. The Articles of Arrangement are deemed to be the articles of incorporation of Amalco and the Certificate of Arrangement is deemed to be the certificate of incorporation of Amalco;

(e) on and in consequence of the Amalgamation:

(i) each issued and outstanding Acquireco Share shall be cancelled and in exchange therefor Roosevelt shall receive an equal number of Amalco Shares and such Amalco Shares held by Roosevelt shall be added to the register of holders of Amalco Shares as of the Effective Date;

(ii) each Cloud Canada Share held by Roosevelt or Acquireco, if any, will be cancelled without any repayment of capital in respect thereof and without being exchanged for securities of any corporation or for money and no shares in the capital of Amalco will be issued in exchange for such shares;

(iii) each issued and outstanding Cloud Canada Share (for certainty, other than Cloud Canada Shares held by Roosevelt or Acquireco) shall be cancelled and such holder's name shall be removed from the register of holders of Cloud Canada Shares as of the Effective Time and in consideration therefor, Roosevelt shall issue to the holder thereof one fully paid and non-assessable Resulting Issuer Share in respect of each Cloud Canada Share so cancelled and the Resulting Issuer Shares held by such holder shall be added to the register of holders of Resulting Issuer Shares as of the Effective Date;

(f) for the purposes of the CBCA, the aggregate stated capital attributable to the Resulting Issuer Shares shall be equal to the aggregate paid-up capital for purposes of the Tax Act of all issued and outstanding Cloud Canada Shares and all issued and outstanding Roosevelt Shares immediately prior to the Amalgamation;

(g) for the purposes of the CBCA, the aggregate stated capital attributable to the Amalco Shares shall be equal to the aggregate paid-up capital for purposes of the Tax Act of all issued and outstanding Acquireco Shares immediately prior to the Amalgamation;

(h) Roosevelt, Acquireco, Cloud Canada and Amalco shall make the appropriate entries in their respective securities registers to reflect the matters referred to in this Section 2.4; and

(i) the Arrangement shall be structured such that, assuming the resolutions approving the Arrangement are approved and the Final Order has been obtained, the issuance of the Resulting Issuer Shares issuable to the holders of Cloud Canada Shares under the Arrangement will not require registration under the United States *Securities Act of 1933*, as amended, and the rules and regulations promulgated thereunder, in reliance on Section 3(a)(10) thereof.

2.5 Supplementary Actions

Notwithstanding that the transaction and events set out in section 2.4 shall occur and shall be deemed to occur in the order therein set out without any further act or formality, the Parties shall be required to make, do and execute or cause and procure to be made, done and executed all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may be required to further document or evidence any of the transactions or events set out in section 2.4, including without limitation, any resolutions of directors authorizing the issue, exchange or cancellation of shares, any share transfer powers evidencing the exchange of shares and any receipt therefore, and any necessary addition to or deletions from share registers or other registries.

ARTICLE 3
DISSENT PROCEDURES

3.1 Rights of Dissent

(a) Pursuant to the Interim Order, Prospective Shareholders may exercise rights of dissent in respect of the Cloud Resolution in accordance with Section 190 of the CBCA, as modified by the Interim Order, the Final Order and this Section 3.1.

(b) Notwithstanding subsection 190(5) of the CBCA, a written objection to the Cloud Resolution must be received by Cloud Canada, as provided in the Interim Order, not later than 4:00 p.m. (Toronto time) on the date that is two (2) Business Days prior to the date of the Cloud Meeting.

(c) From and after the Effective Time, a Dissenting Cloud Shareholder shall not have any rights as a holder of Cloud Canada Shares, and shall only be entitled to be paid by Cloud Canada (or a successor thereto) an amount equal to the fair value of the Cloud Canada Shares held by the Dissenting Cloud Shareholder at the Effective Time.

(d) In no event shall Cloud Canada, Roosevelt or any other Person be required to recognize a Dissenting Cloud Shareholder as a holder of Cloud Canada Shares or Resulting Issuer Shares, and the name of a Dissenting Cloud Shareholder shall be removed from the applicable register(s) of Cloud Canada and the Resulting Issuer maintained by or on behalf of Cloud Canada or the Resulting Issuer, as applicable, after the Effective Time.

(e) The fair value of the Dissent Cloud Shares shall be determined as of the close of business on the last Business Day before the day on which the Cloud Resolution is passed.

(f) A Dissenting Cloud Shareholder who, for any reason (including, for greater certainty, withdrawal of an exercise of its Dissent Rights), is not ultimately entitled to be paid by Cloud Canada (or a successor thereto) the fair value of its Cloud Canada Shares in respect of which it exercised Dissent Rights, shall not be reinstated as a holder of Cloud Canada Shares, but shall for all purposes be deemed to have participated in the Arrangement on the same basis as a Cloud Canada Shareholder that is not a Dissenting Cloud Shareholder and, accordingly, shall be entitled to receive Resulting Issuer Shares on the basis set forth in Section 2.4(e)(iii).

(g) Notwithstanding subsection 190(25) of the CBCA, a Dissenting Cloud Shareholder shall not be entitled to withdraw a notice of dissent in the circumstances contemplated therein.

(h) For certainty, pursuant to the Interim Order, and in addition to any other restrictions contained in section 190 of the CBCA: (i) a Prospective Shareholder who has voted in favour of the Cloud Resolution, whether in person or by proxy, shall not be entitled to dissent with respect to the Arrangement; and (ii) a Prospective Shareholder may only exercise dissent rights in respect of all, and not less than all, of its Cloud Canada Shares.

ARTICLE 4
DELIVERY OF CONSIDERATION

4.1 Existing Certificates, etc.

From and after the Effective Time, each certificate, agreement, letter or other instrument, as applicable, that at the Effective Time represented Cloud Canada Shares shall cease to represent any such interests.

4.2 Delivery of Consideration

(a) At the Effective Time, Roosevelt will issue an irrevocable direction to its registrar and transfer agent, authorizing and directing the issuance from treasury of a sufficient number of Resulting Issuer Shares to satisfy the consideration payable to the Former Cloud Shareholders pursuant to Section 2.4(e)(iii).

(b) Following the issuance of the Resulting Issuer Shares in the amounts specified in Section 4.2(a), Roosevelt will have fully satisfied its obligation to pay the consideration to the Former Cloud Shareholders, and the rights of such holders will be limited to receiving the Resulting Issuer Shares to which they are entitled in accordance with this Plan of Arrangement (together with any dividends or other distributions made thereon and held for such Person's benefit, as applicable).

(c) Each holder of Cloud Canada Shares prior to the Effective Time, other than Cloud Canada Shares held by a Dissenting Cloud Shareholder, if applicable, will be entitled to receive the Resulting Issuer Shares to which such Former Cloud Shareholder is entitled under Section 2.4(e)(iii) for such Cloud Canada Shares, less any amounts deducted or withheld pursuant to Section 4.4, and any such certificate shall forthwith be deemed to be cancelled.

(d) The holder of any certificate which immediately prior to the Effective Time represented one or more Cloud Canada Shares held by a Dissenting Cloud Shareholder, will be entitled to receive from Cloud Canada (or a successor thereto) the amount such Dissenting Cloud Shareholder is entitled to receive as determined in accordance with Article 3, less any amounts deducted or withheld pursuant to Section 4.4.

4.3 Fractional Shares

(a) In no event shall Cloud Canada issue any fractional Cloud Canada Shares in connection with the Arrangement. Where the aggregate number of Cloud Canada Shares to be delivered to a former Cloud DX Shareholder as consideration under the Share Exchange Agreement and this Plan of Arrangement would result in a fraction of a Cloud Canada Share being deliverable, the number of Cloud Canada Shares to be received by a former Cloud DX Shareholder shall be rounded up to the nearest whole Cloud Canada Share in the event that the former Cloud DX Shareholder is otherwise entitled to receive a fractional share representing 0.5 or more of a Cloud Canada Share, and be rounded down to the nearest whole Cloud Canada Share in the event that the former Cloud DX Shareholder is otherwise entitled to receive a fractional share representing less than 0.5 of a Cloud Canada Share.

(b) In no event shall the Resulting Issuer issue any fractional Resulting Issuer Shares in connection with the Arrangement. Where the aggregate number of Resulting Issuer Shares to be delivered to a Former Cloud Shareholder as consideration under this Plan of Arrangement would result in a fraction of a Resulting Issuer Share being deliverable, the number of Resulting Issuer Shares to be received by a Former Cloud Shareholder shall be rounded up to the nearest whole Resulting Issuer Share in the event that the Former Cloud Shareholder is otherwise entitled to receive a fractional share representing 0.5 or more of a Resulting Issuer Share, and be rounded down to the nearest whole Resulting Issuer Share in the event that the Former Cloud Shareholder is otherwise entitled to receive a fractional share representing less than 0.5 of a Resulting Issuer Share.

4.4 Withholding Rights

Roosevelt and Cloud Canada shall be entitled to deduct and withhold from any amount or consideration payable or otherwise deliverable to any Person, including any Dissenting Cloud Shareholders, pursuant to the Arrangement, and from all consideration, dividends, interest or other amounts payable or distributed to any Former Cloud Shareholder or former Cloud DX Shareholder such amounts as Roosevelt or Cloud Canada is required or reasonably believes to be required to deduct and withhold from such consideration in accordance with the Tax Act, the Code or any other Applicable Laws. Any such amounts will be deducted and withheld from the consideration payable pursuant to or in connection with completion of the Arrangement, and to the extent such withheld amounts are actually remitted to the appropriate Governmental Authority shall be treated for all purposes as having been paid to the Person in respect of which such deduction and withholding was made. Without limiting the generality of the foregoing, Roosevelt and Cloud Canada are hereby authorized to sell or otherwise dispose of such portion of the consideration otherwise payable to any Person in respect of which such withholding is made (including, for certainty, from any amount payable to a Person who validly exercises Dissent Rights), as the case may be, pursuant to or in connection with completion of the Arrangement, as is necessary to provide sufficient funds to enable it to comply with any such requirement to deduct or withhold, and Roosevelt or Cloud Canada, as the case may be, shall notify the holder thereof, remit the appropriate portion of the net proceeds of such sale to the appropriate Governmental Authority and remit to such Former Cloud Shareholder or former Cloud DX Shareholder any unapplied balance of the net proceeds of such sale.

4.5 No Liens

Any exchange or transfer of securities pursuant to this Plan of Arrangement shall be free and clear of any liens, charges, security interests, encumbrances, mortgages, hypothecs, restrictions, adverse claims or other claims of third parties of any kind.

4.6 Paramountcy

From and after the Effective Time the rights of any Cloud DX Shareholders or Cloud Canada Shareholders at or immediately before the Effective Time, and the obligations of Cloud Canada and Roosevelt, with respect to Cloud DX Shares or Cloud Canada Shares, shall be solely as provided for in this Plan of Arrangement, which shall have priority over the rights, privileges, restrictions, conditions or terms otherwise applicable thereto (including any agreement or instrument representing or confirming the same).

4.7 Tax Elections

An Eligible Holder whose Cloud DX Shares are exchanged for Cloud Canada Shares pursuant to this Arrangement shall be eligible to make joint elections with Cloud Canada in respect of the disposition of their Cloud DX Shares in accordance with Section 2.4(e) pursuant to subsection 85(1) (or in the case of a partnership, subsection 85(2)) of the Tax Act (or any similar provision of any provincial legislation) with respect to the disposition of such Eligible Holder’s Cloud DX Shares by providing validly completed tax elections to Cloud Canada within 120 days after the Effective Date. Cloud Canada shall, within 30 days of receipt thereof, sign and return validly completed election forms which are completed in compliance with the provisions of the Tax Act (and applicable provincial tax law) and which are received within 120 days of the Effective Date to the relevant Eligible Holders for filing with the Canada Revenue Agency (or applicable provincial tax authority). The obligation of Cloud Canada in this regard is limited to Eligible Holders that provide Cloud Canada with a validly completed tax election within 120 days of the Effective Date, and Cloud Canada will assume no responsibility for the proper completion or filing of such election. Cloud Canada will not have any obligation to make such an election in respect of any Cloud DX Shareholder other than an Eligible Holder. For greater certainty, the agreed amount under such joint elections shall be determined by each Eligible Holder in his or her sole discretion within the limits set out in the Tax Act (and applicable provincial legislation).

ARTICLE 5
AMENDMENTS

5.1 Amendments to Plan of Arrangement

(a) Roosevelt, Acquireco, Cloud DX and Cloud Canada may amend, modify and/or supplement this Plan of Arrangement at any time and from time to time prior to the Effective Time, provided that each such amendment, modification and/or supplement must:

(i) be set out in writing;

(ii) be approved by each of the Parties (in each case, acting reasonably);

(iii) be filed with the Court and, if made following the Cloud Meeting, approved by the Court; and

(iv) be communicated to the Prospective Shareholders if and as required by the Court.

(b) Any amendment, modification or supplement to this Plan of Arrangement may be proposed by Cloud DX at any time prior to the Cloud Meeting (provided that Roosevelt has consented thereto in writing) with or without any other prior notice or communication (except to the extent required by the Court), and if so proposed and accepted by the Persons voting at the Cloud Meeting (other than as may be required under the Interim Order), becomes part of this Plan of Arrangement for all purposes.

(c) Any amendment, modification or supplement to this Plan of Arrangement that is approved or directed by the Court following the Cloud Meeting is effective only if:

(i) it is consented to in writing by each of Roosevelt and Cloud DX (in each case, acting reasonably); and

(ii) if required by the Court, it is consented to by Prospective Shareholders or holders of any other securities of Cloud DX or Cloud Canada, as applicable, voting in the manner directed by the Court.

(d) Any amendment, modification or supplement to this Plan of Arrangement may be made following the Effective Date unilaterally by the Resulting Issuer, provided that it concerns a matter that, in the reasonable opinion of the Resulting Issuer, is of an administrative nature required to better give effect to the implementation of this Plan of Arrangement and is not adverse to the economic interest of any former Prospective Shareholder.

ARTICLE 6
FURTHER ASSURANCES

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