

SHARE PURCHASE AGREEMENT

BETWEEN

TRUSTED BRAND 2016 INC.,

– AND –

1421526 ALBERTA LTD.

– AND –

LUI HOLDINGS CORPORATION AND 991799 ALBERTA LTD.

JUNE 19, 2020

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SHARE PURCHASE AGREEMENT

THIS AGREEMENT is dated as of June 19, 2020 (the “**Effective Date**”).

B E T W E E N :

TRUSTED BRAND 2016 INC.,
a corporation existing under the laws of Alberta

(herein after referred to as the “**Purchaser**”)

– and –

1421526 ALBERTA LTD.,

a corporation existing under the laws of the Alberta

(herein after referred to as “**142**”)

– and –

LUI HOLDINGS CORPORATION and 991799 ALBERTA LTD.

(herein after referred to as the “**Vendors**”)

RECITALS

WHEREAS:

- A.** the Purchaser is a capital pool company within the meaning of Policy 2.4 – *Capital Pool Companies* of the TSX Venture Exchange Corporate Finance Manual (“**Policy 2.4**”).
- B.** The Purchaser has identified 142 as a suitable acquisition for the purposes of completing its “Qualifying Transaction” as that term is defined in Policy 2.4.
- C.** The Vendors are the the registered and beneficial owners of all of the issued and outstanding shares (“**142 Shares**”) in the capital of 142 and the Shareholder Loans (as defined herein) which are more particularly described in Exhibit “A” annexed to this Agreement (collectively, the 142 Shares and the Shareholder Loans are referred to herein as the “**Shareholder Interest**”).
- D.** The Vendors are agreeable to selling and the Purchaser is agreeable to purchasing all of the Vendors’ right, title, equity and interest in and to the Shareholder Interest for a total purchase price equal to the fair market value of the Shareholder Interest on the Closing Date on the terms and conditions and subject to the representations and warranties set forth herein.
- E.** 142 is the legal and beneficial owner of certain property municipally located at 9700 – 105th Avenue NW, Edmonton, Alberta and legally described as:

LOT 31
BLOCK 9
PLAN 152 4144
MCCAULEY

(the “**Property**”)

- F.** The Parties are agreeable with respect to the purchase and sale of the Shareholder Interest to jointly electing in the prescribed form and within the time prescribed by Subsection 85(6) of the *Income Tax Act* of Canada, R.S.C. 1985, as amended (herein called the “**Income Tax Act**”) to have the rules of Subsection 85(1) of the *Income Tax Act* apply so that, for income tax purposes, the Vendors' “proceeds of disposition” from and the Purchaser's “cost of acquisition” of the Shareholder Interest shall be those amounts as determined pursuant to this agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the above premises and of the covenants, agreements, representations and warranties hereinafter set forth, it is hereby agreed as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Agreement, in addition to terms defined elsewhere in this Agreement, the following terms have the following meanings:

- 1.1.1 “**142**” has the meaning ascribed thereto on the face page hereof.
- 1.1.2 “**142 Business**” means the business historically carried on by 142.
- 1.1.3 “**142 Documents**” has the meaning attributed to it in Section 10.3.
- 1.1.4 “**142 Financial Statements**” means the audit annual financial statements of 142 for the financial years ended December 31, 2018 and December 31, 2019, and the interim financial statements of 142 for the period ending March 31, 2020, and the notes thereto.
- 1.1.5 “**142 Shares**” has the meaning ascribed thereto in the recitals hereof.
- 1.1.6 “**Adjusted Elected Amounts**” has the meaning set forth in Section 4.3.
- 1.1.7 “**Adjusted Fair Market Value**” has the meaning ascribed thereto in Section 3.1.
- 1.1.8 “**Agreement**” means this agreement, including all Schedules and Exhibits, as it may be supplemented or amended by written agreement between the Parties.
- 1.1.9 “**Ancillary Agreements**” means all agreements, certificates, documents and other instruments delivered or given pursuant to this Agreement.
- 1.1.10 “**Ancillary Share Purchase Agreement**” means the share purchase agreement to be entered into on Closing among the Vendors and/or assignees and/or nominees of the Vendor and certain shareholders of the Purchaser for the purchase by the Vendors and/or assignees and/or nominees of the Vendor of up to 1,819,200 Common Shares at a price of \$0.20 per Common Share, in the form attached hereto as Exhibit “B”;
- 1.1.11 “**Business Day**” means any day excluding a Saturday, Sunday or statutory holiday in the Province of Alberta.

- 1.1.12 “**Change of Name**” means the proposed change of name of the Purchaser to “Yorkton Equities Corp.”, or as otherwise agreed between 142, the Vendors and the Purchaser, subject to regulatory, Exchange and shareholder approval.
- 1.1.13 “**Claim**” means any claim, demand, action, cause of action, suit, arbitration, investigation, proceeding, complaint, grievance, charge, prosecution, assessment or reassessment, including any appeal or application for review.
- 1.1.14 “**Closing**” means the completion of the Vendors’ sale to and purchase by the Purchaser of the Shareholder Interest pursuant to this Agreement.
- 1.1.15 “**Closing Date**” means October 1, 2020, or any other date that the Parties may agree is the date upon which the Closing will take place.
- 1.1.16 “**Common Shares**” means the common shares in the capital of the Purchaser that are listed on the Exchange.
- 1.1.17 “**Election**” has the meaning set forth in Section 4.1.
- 1.1.18 “**Encumbrance**” means any security interest, mortgage, charge, pledge, hypothec, lien, encumbrance, restriction, option, adverse claim, right of others or other encumbrance of any kind.
- 1.1.19 “**Environmental Laws**” includes any applicable domestic or foreign federal, state, provincial, municipal or local laws, regulations, orders, government decrees or ordinances with respect to environmental, health or safety matters.
- 1.1.20 “**Exchange**” means the TSX Venture Exchange Inc.
- 1.1.21 “**Exchange Escrow Agreement**” means the escrow agreement to be entered into among the Registrar and Transfer Agent, the Purchaser and the Vendors in compliance with the requirements of the Exchange.
- 1.1.22 “**Fair Market Value**” means the fair market value of the Shareholder Interest, the 142 Shares, the Shareholder Loans, or the Purchaser Consideration Shares, as applicable, as of the Closing Date as set forth in Exhibit “A”.
- 1.1.23 “**Filing Statement**” means the filing statement to be filed with the Exchange in connection with the Qualifying Transaction.
- 1.1.24 “**Fixed Option Plan**” means the “fixed number” stock option plan approved by the board of directors of the Purchaser on April 15, 2020 which limits the granting of options by the Purchaser to 4,192,580 which is 20% of the number of Common Shares anticipated to be outstanding on completion of the Purchaser’s Qualifying Transaction as contemplated herein.
- 1.1.25 “**GAAP**” means 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 is made or required to be made in accordance with such principles.
- 1.1.26 “**Governmental Authority**” includes any federal, provincial, municipal or other political subdivision, government department, commission, board, bureau, regulatory body, agency or instrumentality, domestic or foreign, having jurisdiction and includes the

Ontario Securities Commission, Alberta Securities Commission and British Columbia Securities Commission and the Exchange.

- 1.1.27 “**IFRS**” means the International Financing Reporting Standards.
- 1.1.28 “**Income Tax Act**” has the meaning ascribed thereto in the recitals hereof.
- 1.1.29 “**Insurance Policies**” means the insurance policies maintained by 142 with respect to the 142 Business and the Property.
- 1.1.30 “**Intellectual Property**” means (i) any trade marks, trade names, trade secrets, business names, brand names, domain names, service marks, computer software, computer programs, copyrights, including any performing, author or moral rights, designs, inventions, patents, franchises, formulas, processes, know-how, technology and related goodwill, (ii) any applications, registrations, issued patents, continuations in part, divisional applications or analogous rights or licence rights therefore, and (iii) all other intellectual rights or interests.
- 1.1.31 “**Interim Period**” means the period between the close of business on the date of this Agreement and the Closing.
- 1.1.32 “**Law**” or “**Laws**” means any domestic or foreign, federal, state, provincial or local law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, judgment, decree, ruling or other similar requirement enacted, adopted, promulgated or applied by a Governmental Authority, and any terms and conditions of any grant of approval, permission, authority or license of any Governmental Authority, including all applicable corporate and securities laws, regulations and rules, all policies thereunder and rules of applicable stock exchanges.
- 1.1.33 “**Leases**” means the real property leases and other rights of occupancy relating to real property to which 142 is a party or under which it has rights, whether as lessor or lessee, including those set forth and described in Schedule 6.20.
- 1.1.34 “**Legal Proceeding**” shall mean any judicial, administrative or suit, arbitration, inquiry, investigation, proceeding (public or private), claim or governmental proceeding.
- 1.1.35 “**Material Adverse Effect**” or “**Material Adverse Change**” means, as the context requires, any effect or change on the Purchaser, 142 or the 142 Business, in each case taken as a whole, that is or is reasonably likely to be materially adverse to: the results of operations, condition (financial or otherwise), assets, properties, capital, liabilities (contingent or otherwise), prospects, cash flow, income, business or operations of the Purchaser or 142, other than any change, effect, event, occurrence or state of facts relating to:
- 1.1.35.1 changes in general economic or political conditions or the securities markets generally;
 - 1.1.35.2 any generally applicable change in applicable Laws or in GAAP;
 - 1.1.35.3 conditions affecting the industry or industry sector in which 142 participates, or the economy of Canada;

- 1.1.35.4 customary and usual out of pocket fees and expenses (including legal, accounting, investment banking and other fees and expenses) incurred in connection with the transactions contemplated in this Agreement;
 - 1.1.35.5 compliance with the terms of, or taking of any action required by, this Agreement or the taking of any action consented to in writing by the other parties to this Agreement; or
 - 1.1.35.6 any natural disaster or epidemic or any acts of terrorism, sabotage, military action or war (whether or not declared) or any escalation or worsening thereof.
- 1.1.36 “**Material Contracts**” means the contracts which are material to the 142 Business and which are listed and described in Schedule 6.23.
- 1.1.37 “**Parties**” means the Vendors, 142 and the Purchaser, and “**Party**” means any one of them.
- 1.1.38 “**Permits**” means the orders, authorizations, registrations, permits, certificates of approval, approvals, grants, licences, quotas, consents, commitments, rights or privileges issued or granted by any Governmental Authority and relating to or required by or for the operation of the 142 Business.
- 1.1.39 “**Person**” means an individual, body corporate, sole proprietorship, partnership, trust, unincorporated association, unincorporated syndicate, unincorporated organization, or another entity, and a natural person acting in his or her individual capacity or in his or her capacity as executor, trustee, administrator or legal representative, and any Governmental Authority.
- 1.1.40 “**Policy 2.4**” – means Policy 2.4 – *Capital Pool Companies* of the Exchange’s Corporate Finance Manual.
- 1.1.41 “**Preferred Shares**” means preferred shares in the capital of the Purchaser.
- 1.1.42 “**Private Placement**” means the proposed non-brokered offering of up to 2,500,000 units (“**Units**”) of the Purchaser, at an offering price of \$0.20 per Unit, for gross proceeds of up to \$500,000. Each Unit is comprised of one (1) Common Share and one (1) common share purchase warrant (“**Warrant**”). Each Warrant entitles the holder to purchase one (1) additional Common Share at a price of \$0.30 per Common Share for a period of three (3) years following the date of closing (the “**Term**”). In the event the Common Shares close at a price equal to or greater than \$0.50 per Common Share for a period of greater than twenty (20) consecutive trading days, then the Term of the Warrants shall be automatically accelerated and shortened from three (3) years to thirty (30) calendar days following the date a press release is issued by the Purchaser announcing the reduced Term, and the issuance of the press release shall be deemed to be sufficient notice to all Warrant holders of the shortened Term as a result of the acceleration.
- 1.1.43 “**Property**” has the meaning ascribed thereto in the recitals hereof.
- 1.1.44 “**Purchase Price**” has the meaning ascribed thereto in Section 2.2.1.
- 1.1.45 “**Purchaser**” means Trusted Brand 2016 Inc., a corporation existing under the laws of Alberta.

- 1.1.46 “**Purchaser Consideration Shares**” has the meaning ascribed thereto in Section 2.2.3.
- 1.1.47 “**Purchaser Documents**” has the meaning attributed to it in Section 10.2.
- 1.1.48 “**Purchaser Public Disclosure**” has the meaning ascribed thereto in Section 7.4.
- 1.1.49 “**Purchaser Financial Statements**” means the audited annual financial statements of the Purchaser for the financial years ended December 31, 2019 and 2018 and the unaudited interim financial statements of the Purchaser for the three month period ended March 31, 2020, and the notes thereto.
- 1.1.50 “**Purchaser Meeting**” means the annual and special meeting of the shareholders of the Purchaser to approve the Change of Name, the Repricing of the Purchaser Options and certain other matters.
- 1.1.51 “**Purchaser Options**” means all the issued and outstanding stock options entitling certain Persons to purchase Common Shares, it being acknowledged by the Purchaser that the options to purchase an aggregate of up to a maximum of 396,290 Common Shares constitute all of the issued and outstanding stock options of the Purchaser as at the date of this Agreement.
- 1.1.52 “**Qualifying Transaction**” has the meaning ascribed thereto under the rules and policies of the Exchange.
- 1.1.53 “**Repricing of the Purchaser Option**” means the proposed repricing of the exercise price of the Purchaser Options to an exercise price of \$0.15 per Purchaser Option and amendment to the term of the Purchaser Option to expire 12 months from the Closing Date, subject to approval by the Exchange and approval by the shareholders of the Purchaser at the Purchaser Meeting.
- 1.1.54 “**Registrar and Transfer Agent**” means Computershare Trust Company of Canada, and any other person which may be appointed as registrar and transfer agent of the Purchaser from time to time.
- 1.1.55 “**Series I Preferred Shares**” means the 21,062,905.15 Preferred Shares to be issued as Series I, which shall be exchangeable on a one-to-one basis into Common Shares, subject to Exchange approval, and constitute part of the Purchaser Consideration Shares as set forth in Exhibit “A”.
- 1.1.56 “**Series II Preferred Share Consideration**” means the 19,779,208.40 Preferred Shares to be issued as Series II to the Vendors on Closing, which shall be exchangeable on a one-to-one basis into Common Shares, subject to Exchange approval.
- 1.1.57 “**Shareholder Loans**” means a shareholder loan with each of Lui Holdings Corporation and 991799 Alberta Ltd. in the amount of \$3,457,206.68 and \$498,635.00 respectively. The Shareholder Loans in the aggregate amount of \$3,955,841.68 will be paid by way of the Series II Preferred Share Consideration.
- 1.1.58 “**Tax**” means, with respect to any applicable jurisdiction, any federal, provincial, state, local or foreign income, gross receipts, licence, payroll, employment, excise, severance, stamp, occupation, premium, windfall, environmental, customs, duties, capital stock, franchise, profits, withholding, social security, unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on

minimum, estimated, or other tax or levy or assessment of any kind whatsoever, including any interest, penalty or addition thereto, whether disputed or not.

- 1.1.59 “**Tax Return**” means any return, report, declaration, designation, election, undertaking, waiver, notice, filing, information return, statement, form, certificate or any other document or materials relating to Taxes, including any related or supporting information with respect to any of the foregoing, filed or to be filed with any Governmental Authority, in connection with the determination, assessment, collection or administration of Taxes.
- 1.1.60 “**Vendors**” has the meaning ascribed thereto in the recitals hereof, and “**Vendor**” means any one of the same.

1.2 **Certain Rules of Interpretation**

- 1.2.1 In this Agreement, words signifying the singular number include the plural and vice versa, and words signifying gender include all genders. Every use of the word “including” in this Agreement is to be construed as meaning “including, without limitation”.
- 1.2.2 The division of this Agreement into Articles and Sections, the insertion of headings and the provision of a table of contents are for convenience of reference only and do not affect the construction or interpretation of this Agreement.
- 1.2.3 References in this Agreement to an Article, Section, Schedule or Exhibit are to be construed as references to an Article, Section, Schedule or Exhibit of or to this Agreement.
- 1.2.4 Unless otherwise specified, any reference in this Agreement to any statute includes all regulations made under or in connection with that statute from time to time, and is to be construed as a reference to that statute as amended, supplemented or replaced from time to time.

1.3 **Entire Agreement**

This Agreement, together with the Ancillary Agreements, Schedules, Exhibits and other documents to be delivered pursuant to this Agreement, constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties, and there are no representations, warranties or other agreements between the Parties in connection with the subject matter of this Agreement except as specifically set out in this Agreement or the other Ancillary Agreements and documents delivered pursuant to this Agreement.

1.4 **Schedules and Exhibits**

The following Schedules are attached to and incorporated by reference into this Agreement:

Schedule	Subject Matter
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142 Schedules

6.20	Leases
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Schedule	Subject Matter
<u>142 Schedules</u>	
6.23	Material Contracts
6.24	Bank Accounts
6.30	Insurance Policies
<u>Purchaser Schedules</u>	
7.28	Material Contracts, Agreements and Commitments
Exhibit “A”	Fair Market Value of Shareholder Interest
Exhibit “B”	Ancillary Share Purchase Agreement

ARTICLE 2 PURCHASE AND SALE

2.1 Agreement of Purchase and Sale

Subject to the terms and conditions of this Agreement, the Parties agree as follows:

- 2.1.1 the Vendors agree to assign, transfer and convey to the Purchaser all right, title and interest in and to the Shareholder Interest and the Purchaser agrees to purchase all of the Vendors' right, title and interest in and to the Shareholder Interest; and
- 2.1.2 142 hereby consents to the transfer of the 142 Shares by the Vendors to the Purchaser, effective on the Closing Date.

2.2 Purchase Price and Payment

- 2.2.1 **Purchase Price.** The Purchaser hereby agrees to pay to the Vendors on the Closing Date a total purchase price equal to the aggregate of the fair market value of the Shareholder Interest at the Closing Date (herein called the “**Purchase Price**”).
- 2.2.2 **Allocation of Purchase Price.** The Purchaser and the Vendors, in filing their respective income tax returns, shall use the allocations of the Purchase Price as set forth in Exhibit “A”.
- 2.2.3 **Payment of the Purchase Price.** The Purchase Price shall be payable by:
 - 2.2.3.1 the Purchaser issuing to the Vendors, as fully paid and non-assessable, that number of Common Share and Series I Preferred Shares in the authorized capital of the Purchaser as set forth in Exhibit “A” (herein called the “**Purchaser Consideration Shares**”) which shares shall have attached

thereto only those rights, privileges, restrictions and limitations set forth in the Articles of Incorporation of the Purchaser; and

2.2.3.2 the Purchaser issuing to the Vendors, the Series II Preferred Share Consideration.

The parties acknowledge and agree that the Purchaser Consideration Shares and the Series II Preferred Share Consideration to be issued to the Vendors pursuant to this Section 2.2.3 hereof will be subject to compliance with applicable Laws. In addition, certain of the Purchaser Consideration Shares and Series II Preferred Share Consideration may be subject to the Exchange Escrow Agreement in accordance with Policy 2.4.

2.2.4 **Allocation of Shares.** The Purchaser Consideration Shares shall be allocated proportionately as consideration for the purchase and sale of the 142 Shares with the number of Purchaser Consideration Shares allocated to any particular 142 Shares described in Exhibit "A" being equal to the Fair Market Value of those 142 Shares.

ARTICLE 3 PRICE ADJUSTMENT

3.1 Adjusted Fair Market Value

It is the intention of the Parties that the purchase and sale of the 142 Shares takes place at the Fair Market Value as of the Closing Date. Should, however, any competent taxing authority at any time issue, or propose to issue, any assessment or assessments that impose or would impose any liability for tax on the basis that:

3.1.1 the Fair Market Value of the 142 Shares is other than the amount set forth in Exhibit "A"; or

3.1.2 the Fair Market Value of the Purchaser Consideration Shares is other than the redemption amount for the Purchaser Consideration Shares;

and if the Parties or a competent Court or tribunal agree with such revaluation and all appeal rights have been exhausted or all times for appeal have expired without appeals having been taken or should the Parties otherwise determine by agreement that the Fair Market Value of the 142 Shares is other than the amounts set forth in Exhibit "A" (herein called the "**Adjusted Fair Market Value**"), or the Fair Market Value of the Purchaser Consideration Shares is other than the redemption amount for the Purchaser Consideration Shares, then upon such decision, adjudication or agreement:

3.1.3 in the case of 3.1.1 above, the Fair Market Value of the 142 Shares as of the Closing Date shall be deemed to have always been and shall be read as meaning, Adjusted Fair Market Value; or

3.1.4 in the case of 3.1.2 above, additional Purchaser Consideration Shares shall be issued to the Vendors or Purchaser Consideration Shares shall be surrendered for cancellation by the Vendors, as the case may be, or the redemption amount of the Purchaser Consideration Shares shall be increased or decreased until the Fair Market Value of the Purchaser Consideration Shares issued to the Vendors is equivalent to the Fair Market Value of the 142 Shares less the Fair Market Value of the remaining Purchaser Consideration Shares.

In the event that the Parties are unable to agree on the Adjusted Fair Market Value, the same shall be determined by arbitration pursuant to the terms of the *Arbitration Act* of Alberta. Furthermore, the parties shall take all steps and jointly execute all such documents and elections as may be required and allowed to reflect the Adjusted Fair Market Value.

3.2 Redeemed Shares Adjustment

In the event that any of the Purchaser Consideration Shares issued pursuant to Section 2.2.3 shall have been redeemed or purchased for cancellation prior to the date of the final determination of the Fair Market Value, then:

- 3.2.1 where the amounts paid by the Purchaser on the redemption or purchase of the Purchaser Consideration Shares earlier redeemed or purchased exceed the redemption amount (as adjusted to reflect the Adjusted Fair Market Value of the 142 Shares pursuant to the Articles of the Purchaser) for Purchaser Consideration Shares so redeemed or purchased, the excess shall be a debt payable to the Purchaser by the Vendors, on demand; and
- 3.2.2 where the amounts paid by the Purchaser on the redemption or purchase of the Purchaser Consideration Shares earlier redeemed or purchased are less than the redemption amount (as adjusted to reflect the Adjusted Fair Market Value of the 142 Shares pursuant to the Articles of the Purchaser) for the Purchaser Consideration Shares so redeemed or purchased, additional Shares shall be issued to the Vendors having an aggregate redemption amount equivalent to the difference.

3.3 No Interest

No interest shall be payable on any excess or deficiency referred to in Section 3.2.

ARTICLE 4 JOINT ELECTION AND ELECTED AMOUNTS

4.1 Joint Election

The Parties agree that they shall jointly elect in the prescribed form and within the time prescribed by Subsection 85(6) of the Income Tax Act (herein called the “**Election**”) that the rules set forth in Subsection 85(1) of the Income Tax Act shall apply to the purchase and sale of the 142 Shares.

4.2 Elected Amounts

For purposes of the Election the Parties agree that, for tax purposes, the Vendors’ proceeds of disposition and the Purchaser's cost of acquisition shall be the amounts set forth in Exhibit “A” which amount is to be determined in consultation with the accountant for the Purchaser and the accountant for the Vendors (which amounts are herein called the “**Elected Amounts**”).

4.3 Adjusted Elected Amount

In the event that the Minister of National Revenue for Canada or any other competent authority at any time proposes to issue, or does issue, any assessment that imposes or would impose any liability for tax of any nature or kind on either of the Parties or on any other person on the basis that the “cost amounts” to be used for purposes of the Election are different than the Elected Amounts as determined above, and in the event that the Parties agree or a competent Court or tribunal finally adjudges that the amounts to be used for purposes of the Election are different amounts (herein called the “**Adjusted Elected Amounts**”) than the Elected Amounts, then in such event the amount elected for the purposes of Subsection 85(1) of

the Income Tax Act with respect to the purchase and sale of the 142 Shares shall be equal to the Adjusted Elected Amounts. Furthermore, parties shall take all such steps and jointly execute all such documents and elections as may be required and allowed to reflect the Adjusted Elected Amounts.

ARTICLE 5 REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE VENDORS

The Vendors, jointly and severally, represent, warrant and covenant to and in favour of the Purchaser as follows, and acknowledge that the Purchaser is relying upon these representations, warranties and covenants in connection with entering this Agreement and completing the transactions contemplated thereby, notwithstanding any investigation made by or on behalf of the Purchaser:

5.1 Capacity to Enter Agreement

The Vendors have the requisite capacity to enter into this Agreement and any Ancillary Agreements on the terms and conditions set forth therein and to transfer the legal and beneficial title and ownership of the Shareholder Interest to the Purchaser as contemplated herein, and the transfer of legal and beneficial title and ownership of the Shareholder Interest to the Purchaser has been duly authorized.

5.2 Binding Obligation

This Agreement (and all other Ancillary Agreements required to be delivered hereunder) has been duly executed and delivered by the Vendors and constitutes a valid and binding obligation of the Vendors, enforceable against the Vendors in accordance with its terms, subject to applicable bankruptcy, insolvency and other laws of general application limiting the enforcement of creditors' rights generally and to the fact that equitable remedies, including specific performance, are discretionary and may not be ordered in respect of certain defaults.

5.3 Absence of Conflicts

The execution and delivery of this Agreement and any Ancillary Agreements and the consummation of the transactions contemplated therein will not, as a result of the Vendors' involvement, violate nor be in conflict with any provision of any material agreement or instrument to which the Vendor is a party or is bound or any judgement, decree, order, statute, rule or regulation applicable to the Vendors and no authorizations, approvals or consents are required for the consummation of the transaction contemplated herein by the Vendors.

5.4 No Actions, Suits, Proceedings or Claims

There are no actions, suits, proceedings or claims existing or, to the best of the knowledge, information and belief of the Vendors, pending or threatened with respect to or in any manner challenging ownership of the Shareholder Interest or which might reasonably be expected to result in a material impairment of the Shareholder Interest, or which might prohibit or restrict the sale.

5.5 Title to 142 Shares

The Vendors are, and at Closing will be, the legal and beneficial owner of the 142 Shares, and have, and at Closing will have, good title to them, free and clear of any Encumbrance. At Closing, the Vendors will have the absolute and exclusive right to sell the 142 Shares to the Purchaser as contemplated by this Agreement.

5.6 **Title to Shareholder Loans**

The Vendors are, and at Closing will be, the legal and beneficial owner of the Shareholder Loans, and have, and at Closing will have, good title to them, free and clear of any Encumbrance. At Closing, the Vendors will have the absolute and exclusive right to sell the Shareholder Loans to the Purchaser as contemplated by this Agreement.

5.7 **Residence and Solvency of Vendor**

The Vendors are not non-resident persons within the meaning of Section 116 of the Income Tax Act.

5.8 **Consents**

There is no requirement to obtain any consent, approval or waiver of a party under any material agreement or instrument to which either Vendor is a party in order to complete the transactions contemplated by this Agreement (and all other Ancillary Agreements required to be delivered hereunder).

5.9 **Finders' Fees**

The Vendors have not incurred any obligation or liability, contingent or otherwise, for broker's or finder's fees in respect of the transaction contemplated by this Agreement.

5.10 **Pre-Emptive Rights**

No Person has any agreement or option or any right or privilege (whether by law, pre-emptive right, contract or otherwise) capable of becoming an agreement, option, right or privilege for the purchase or other acquisition from either Vendor of any of the 142 Shares or the Shareholder Loans.

5.11 **Disclosure**

To the best of the Vendors' knowledge, meaning actual knowledge, no representation, warranty, covenant or other statement made by the Vendors in this Agreement and any Ancillary Agreements contains any untrue statement or omits to state a material fact necessary to make it, in light of the circumstances in which it was made, not misleading.

ARTICLE 6 REPRESENTATIONS, WARRANTIES AND COVENANTS OF 142

142 and the Vendors, jointly and severally, represent, warrant and covenant to and in favour of the Purchaser as follows, and acknowledge that the Purchaser is relying upon these representations, warranties and covenants in connection with entering into this Agreement and completing the transactions contemplated hereby, notwithstanding any investigation made by or on behalf of the Purchaser:

6.1 **Corporate Status, Capacity and Powers**

- 6.1.1 142 has been duly incorporated and organized and is validly existing and in good standing as a corporation under the jurisdiction of its incorporation.
- 6.1.2 142 has all necessary corporate power, authority and capacity to own or lease its assets and the Property and to carry on the 142 Business as currently being conducted.
- 6.1.3 No proceedings have been taken or authorized by 142 in respect of the bankruptcy, insolvency, liquidation, dissolution or winding up of 142.

6.2 Capacity to Enter Agreement

- 6.2.1 142 has the full legal capacity and corporate power to enter into this Agreement and the Ancillary Agreements, and, subject to obtaining the required approvals, to take, perform or execute all proceedings, acts and instruments necessary or advisable to consummate the actions and transactions contemplated in this Agreement and any Ancillary Agreements and to fulfill its obligations thereunder; and
- 6.2.2 142 has taken all necessary action to authorize the execution and delivery of this Agreement, and has or will take by the Closing all necessary action to authorize the taking, performing or executing of such proceedings, acts and instruments as are necessary or advisable for consummating the actions and transactions contemplated in this Agreement and any Ancillary Agreements and fulfilling its obligations thereunder.

6.3 Binding Obligation

This Agreement has been duly executed and delivered on behalf of 142 and constitutes, and the Ancillary Agreements and other instruments contemplated herein when executed constitute, legal, valid and binding obligations of 142, enforceable against 142 in accordance with the terms hereof and thereof subject, however, to limitations with respect to enforcement imposed in connection with bankruptcy, insolvency, moratorium, re-organization or other similar Laws affecting the rights of creditors generally and to that extent that equitable remedies such as specific performance and injunctions are only available in the discretion of the court from which they are sought.

6.4 Absence of Conflict

To the best of 142 and the Vendors' knowledge, meaning actual knowledge, neither the entering into of this Agreement by 142 or the Vendors, nor the entering into of any Ancillary Agreement or other instrument contemplated hereby nor the completion of the transactions herein contemplated nor the performance by 142 or the Vendors of their obligations hereunder will:

- 6.4.1 conflict with, or result in the breach or violation of or default under, or cause the acceleration of any obligations of 142 under, any of the terms and provisions of (i) any Law, (ii) the Articles or by-laws or any resolution of the directors or shareholders of 142, or (iii) any mortgage, note, indenture, contract, agreement, joint venture, partnership, instrument, lease or other document to which 142 is a party or by which 142 is bound;
- 6.4.2 cause 142 to lose any rights to a government grant or tax credit or refund; or
- 6.4.3 result in the creation of any Encumbrance on any of the assets of 142, including the Property, caused by the action or omission of 142.

6.5 Restrictive Covenants

Except as disclosed in Schedule 6.23, 142 is not a party to, or bound or affected by, any commitment, agreement or document containing any covenant expressly limiting its ability to compete in any line of business, or transfer or move any of its assets or operations, or which, as a result of entering into this Agreement, could reasonably be expected to have a Material Adverse Effect on the Property or the 142 Business.

6.6 Regulatory Approvals

To the best of 142 and the Vendors' knowledge, meaning actual knowledge but without having conducted an independent inquiry, other than the approval of the Exchange and as disclosed in Schedule 6.23, no

consent, licence, approval, order or authorization of, or registration, filing or declaration with any Governmental Authority or body having jurisdiction that has not been obtained or made by 142, and no consent of any third party is required to be obtained by 142 in connection with the execution, delivery and performance of this Agreement or the consummation of the transactions contemplated hereby. The transfer of the Shareholder Interest to the Purchaser will not result in the loss of any Permit benefiting 142 or the 142 Business.

6.7 Subsidiaries, Investments and Business

142 has no subsidiaries. Except as disclosed herein, 142 does not own or hold, directly or indirectly, any securities of, or has any other interest in, any corporation, partnership, joint venture or other entity, and 142 has not entered into any agreement to acquire any such interest. 142 does not carry on any business other than the 142 Business.

6.8 Authorized and Issued Capital

The authorized capital of 142 consists of an unlimited number of common shares and an unlimited number of preferred shares, of which 100 fully paid common shares are issued and outstanding and will be issued and outstanding as at Closing, being the 142 Shares. The Vendors are now and at Closing will be the only legal or beneficial owners of all of the issued and outstanding shares of 142 with good and marketable title thereto. There are no agreements or understandings with respect to the voting, sale or transfer of any of the 142 Shares or which prohibit, limit, or would be breached by the completion of, the transactions contemplated hereby.

6.9 Pre-Emptive Rights

Except as disclosed in Schedule 6.23, no Person has any agreement or option or any right or privilege (whether by law, pre-emptive, contractual or otherwise) capable of becoming an agreement, including convertible securities, warrants or convertible obligations of any nature, for:

6.9.1 the purchase of any 142 Shares; or

6.9.2 the purchase of the Property or any other assets of 142.

6.10 Corporate Records

To the best of 142 and the Vendors' knowledge, meaning actual knowledge, the corporate records and minute books of 142 which have been made available to the Purchaser contain in all material respects complete and accurate minutes of all meetings of, and all written resolutions passed by, the directors and shareholders of 142 held or passed since incorporation. All such meetings were held, all such resolutions were passed, and the share certificate books, registers of shareholders, registers of transfers and registers of directors of 142 are complete and accurate in all material respects.

6.11 Financial Statements

To the best of 142 and the Vendors' knowledge, meaning actual knowledge, the 142 Financial Statements for the financial years ended December 31, 2018 and December 31, 2019, as well as for the period ended March 31, 2020, and the notes thereto, are true and correct and present fairly, in all material respects, the financial position of 142 as at such dates and the results of its operations and changes in financial position for the period indicated in the said statements, and have been prepared in accordance with IFRS applied on a basis consistent with that of prior periods.

6.12 Non-Arm's Length Payments

- 6.12.1 Since March 31, 2020 and during the Interim Period, other than payments made in the ordinary course of the 142 Business, no payments have been made or, without the written approval of the Purchaser or an authorized representative thereof, such approval not to be unreasonably withheld or delayed, will be made or authorized by 142 to its officers, directors, employees, shareholders or former directors, officers, employees or shareholders or to any Person not dealing at arm's length with any of the foregoing, except as permitted under the rules and policies of the Exchange, and those reflected in the 142 Financial Statements or made in the ordinary course of business and at the regular rates payable to them of salary, pension, bonuses or other remuneration of any nature.
- 6.12.2 Aside from the Shareholder Loans and as disclosed in Schedule 6.23, 142 has not made any loans to or guaranteed the obligations of any Person and 142 is not indebted to any of its directors, officers, employees or consultants, any of its shareholders or to any Person not dealing at arm's length with any of the foregoing;

6.13 Tax Matters

- 6.13.1 142 is a taxable Canadian corporation.
- 6.13.2 Except to the extent reflected in or reserved against in the 142 Financial Statements and as incurred in the ordinary course of business, 142 is not liable for any Taxes in respect of its income, business or property or for the payment of any tax instalment due in respect of its current taxation year and, except as aforesaid, no such Taxes are required to be reserved against. 142 has duly and completely filed all Tax Returns required to be filed by it (including all information returns as to which the non-filing or late filing could result in interest or penalties) and has duly paid all Taxes due from it to the federal, provincial or local taxing authorities including without limitation, those due in respect of its properties, income, franchises, licences, sales, use of property and payrolls. There are no tax liens upon any of the properties or assets, real, personal or mixed, tangible or intangible, of 142, whether or not recorded or made subject of a lien or public notice. There are no questions relating to, or claims asserted for, Taxes against 142 and 142 and the Vendors know of no basis for any such question or claim. 142 has made adequate provision for the Taxes which are payable during the current fiscal period for which Tax Returns are not yet required to be filed. There are no agreements, waivers or other arrangements providing for an extension of time with respect to the assessment or reassessment of income tax or the filing of any Tax Return by, or payment of any tax by, or levying of any governmental charge against, 142. There are no actions, audits, assessments, reassessments, suits, proceedings, investigations or claims now pending or, to the knowledge of 142, threatened against 142 in respect of Taxes or governmental charges or any matters under discussion with any Governmental Authority relating to Taxes or governmental charges asserted by any such authority. If required, 142 has withheld from each payment made by it the amount of all Taxes and other deductions required to be withheld therefrom and has paid the same to the proper taxing or other authority within the time prescribed under any applicable legislation or regulation.

6.14 Absence of Changes

Save and except for all expenditures and changes to working capital relating to renovations and repairs of the Property as disclosed in Schedule 6.23 and matters which are disclosed in the 142 Financial

Statements or otherwise disclosed in writing to the Purchaser, during the Interim Period, 142 has not and shall not without prior written approval from the Purchaser or a designated representative thereof, such approval to not be unreasonably withheld or delayed:

- 6.14.1 incurred any debts, obligations or liabilities (absolute, accrued, contingent or otherwise and whether due or to become due), except debts, obligations and liabilities incurred with respect to the transactions contemplated herein or in the ordinary course of business;
- 6.14.2 discharged or satisfied any liens or paid any obligation or liability other than liabilities shown on the 142 Financial Statements, or in the ordinary course of business;
- 6.14.3 declared or made any payment, distribution or dividend based on the 142 Shares, or purchased, redeemed or otherwise acquired any of the 142 Shares or other securities or obligated itself to do so;
- 6.14.4 mortgaged, pledged or subjected to Encumbrance the Property or any of its other assets;
- 6.14.5 sold, assigned, leased, transferred or otherwise disposed of the Property or any of its other assets;
- 6.14.6 increased materially the compensation payable or to become payable by 142 to any of its officers, directors or employees, or made any bonus payment to any officer or director;
- 6.14.7 cancelled, waived, released or compromised any debt, claim or right resulting in a Material Adverse Effect on the 142 Business or financial condition of 142;
- 6.14.8 significantly altered or revised any of its accounting principles, procedures, methods or practices;
- 6.14.9 changed its credit policy;
- 6.14.10 suffered any material damage, destruction or loss (whether or not covered by insurance) resulting in a Material Adverse Effect on the Property, any other assets of 142 or the 142 Business;
- 6.14.11 entered into any transaction, contract or commitment other than in the ordinary course of business (except for the transactions set forth in this Agreement);
- 6.14.12 made or authorized any capital expenditures in excess of \$50,000 in the aggregate;
- 6.14.13 issued or sold any shares in its capital stock or other securities, or granted any options with respect thereto and has not changed any shares of its capital stock, whether by way of reclassification, stock split or otherwise;
- 6.14.14 suffered or experienced any Material Adverse Effect in, or event or circumstance affecting, the condition (financial or otherwise) of the assets, liabilities, earnings, the 142 Business, the Property or operations of 142; or
- 6.14.15 authorized or agreed or otherwise has become committed to do any of the foregoing.

6.15 **Liabilities**

At Closing, other than all expenditures and changes to working capital relating to renovations and repairs of the Property as disclosed in Schedule 6.23 and the indebtedness disclosed in the 142 Financial

Statements or otherwise disclosed in writing to the Purchaser, and other than liabilities accrued in the ordinary course of 142 Business in an aggregate amount of no more than \$50,000, there will be no material liabilities of 142 of any nature or kind, whether or not accrued and whether or not determined or determinable, contingent or otherwise, in respect of which 142 may become liable on or after the transactions contemplated by this Agreement.

6.16 Bonds, Debentures, Guarantees

6.16.1 Except for all expenditures relating to renovations and repairs of the Property as disclosed in Schedule 6.23 and except as disclosed in the notes to the 142 Financial Statements and the Filing Statement, or otherwise disclosed in writing to the Purchaser, 142 has no outstanding bonds, debentures, mortgages, notes or other indebtedness or liabilities whatsoever, contingent or otherwise, and 142 will not be bound under any agreement to create, issue or incur any bonds, debentures, mortgages, notes or other indebtedness or liabilities whatsoever; and

6.16.2 142 is not and will not be a party to or bound by any agreement of guarantee, indemnification, assumption or endorsement or any other like commitment of the obligations, liabilities (contingent or otherwise) or indebtedness of any other Person.

6.17 Title to and Condition of Assets

6.17.1 142 owns, possesses and has good and marketable title to all of its assets including all the assets reflected in the most recent balance sheet included in the 142 Financial Statements, free and clear of all Encumbrances. The assets of 142 comprise all of the assets necessary for 142 to carry on the 142 Business after Closing substantially in the same manner as it is currently operated. No other Person owns any assets which are being used in the 142 Business.

6.18 Property

6.18.1 142 is the registered legal and beneficial owner of the Property and has a good and marketable title to the Property which as of Closing shall be free and clear of all liens, charges, and Encumbrances of every kind and nature.

6.18.2 To the best of 142 and the Vendors' knowledge, meaning actual knowledge, but without having conducted an independent inquiry, neither 142 nor the Vendors have received a work order or other written notice of building deficiency from the province or municipality or of any agency thereof or from any other governmental authority whereunder the Vendors or 142 are required to cure, repair or rectify any branch or non-compliance of the Property or any use thereof with any applicable statute, by-law, regulation, ordinance or order, which has not been cured, repaired, rectified or which will otherwise remain outstanding at Closing.

6.18.3 To the best of 142 and the Vendors' knowledge, meaning actual knowledge, there are no proceedings by way of expropriation, condemnation, judgment, execution, site access restrictions or otherwise pending or threatened against or in respect of the Property or any portion thereof and 142 or the Vendor will immediately give written notice to the Purchaser of any, pending or threatened, claim or litigation or proceeding by or before any court, government agency, commission, department, board, officer or other authority, of which 142 or the Vendor becomes aware before the Closing Date, that pertains in any manner to the Property or to the occupancy or use of the Property or the right of the 142 to own the Property or to receive benefits therefrom.

- 6.18.4 Neither 142 nor the Vendor has received any notice of contravention of any statute, by-law, ordinance, rule or regulation of any Governmental Authority arising from the current use and occupancy of the Property.
- 6.18.5 To the best of 142 and the Vendors' knowledge, meaning actual knowledge, but without having conducted an independent inquiry, as of Closing, there will have been no improvements to or other work done on the Property for which a claim of builder's lien may be lawfully filed against the Property or any part thereof.
- 6.18.6 To the best of 142 and the Vendors' knowledge, meaning actual knowledge, there has been no notice from any municipality that it has installed or intends to install local or municipal improvements which are to be charged to or levied against the Property.
- 6.18.7 To the best of 142 and the Vendors' knowledge, meaning actual knowledge, but without having conducted an independent inquiry, the Property is:
- 6.18.7.1 not "non-conforming" according to the Planning Act of Alberta; and
 - 6.18.7.2 not placed partially or wholly upon or over any easement or utility right-of-way, and does not encroach on or over neighbouring lands.

6.19 **Intellectual Property Rights**

142 owns no Intellectual Property and uses no Intellectual Property in connection with the 142 Business.

6.20 **Leases**

142 is not a party to or bound by or subject to nor has 142 agreed or become bound to enter into any real property lease or other right of occupancy relating to real property, whether as lessor or lessee, except for the Leases set forth and described in Schedule 6.20, in which is accurately specified the parties to and dates of each of the Leases, their expiry dates, particulars of any options to renew, particulars of any requirement thereunder for any consent or required approvals in connection with the change of control of 142 herein contemplated, the locations (including municipal addresses) of the property subject to lease and the rent payable and any other payments required under the Leases. Each Lease is valid, binding and subsisting and in good standing. No dispute between 142 and any landlord or tenant under any Lease has been communicated to 142. 142 is entitled to all rights and benefits under the Leases and 142 has not sublet, assigned, licensed or otherwise conveyed any rights in the Leases or the property subject thereto to any other Person. None of 142, or to the knowledge of 142 or the Vendors, any other party thereto is in breach of any of the provisions of any Lease and the completion of the transactions herein contemplated will not afford any of the parties to any Lease or any other Person the right to terminate any Lease nor will the completion of the transactions herein contemplated result in any additional or more onerous obligation on 142 under any Lease. 142 has not waived any rights under any Lease.

6.21 **Equipment Leases**

142 is not a party to any leases of personal property.

6.22 **Personal Property**

142 is the owner of all personal property used in the 142 Business with good and marketable title thereto free of any Encumbrance.

6.23 **Material Contracts**

The Material Contracts are the only contracts material to the 142 Business. Each of the Material Contracts listed in Schedule 6.23 has been duly authorized, executed and delivered by 142, as applicable, and constitute legal, valid and binding obligations of 142, subject only to limitations under applicable Laws relating to (i) bankruptcy, winding-up, insolvency, arrangement and other similar Laws of general application affecting the enforcement of creditors' rights, and (ii) the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction. 142 has performed in all material respects all of the obligations required to be performed by it, and is entitled to all benefits under, and is not in material default of any Material Contract. Each of the Material Contracts is in full force and effect, unamended, and there exists no default or event of default or event, occurrence, condition or act which, with the giving of notice, the lapse of time or the happening of any other event or condition, would become a default or event of default under any Material Contract other than any requirements to obtain the consent to assignment of the other party. True, correct and complete copies of all Material Contracts have been delivered to the Purchaser.

6.24 **Bank Accounts**

Schedule 6.24 lists the name of each bank or other depository in which 142 maintains any bank account, trust account or safety deposit box and the names of all individuals authorized to draw on them or who have access to them.

6.25 **Compliance with Laws**

To the best of 142 and the Vendors' knowledge, meaning actual knowledge, 142 is conducting the 142 Business in material compliance with all applicable Laws in each jurisdiction where the nature of the 142 Business requires such compliance and where failure to so qualify would have a Material Adverse Effect on 142. 142 is duly qualified and holds all necessary Permits, licences and authorizations necessary or require to carry on its business as now conducted and to own, lease or operate its properties and assets.

6.26 **Environmental Matters**

- 6.26.1 To the best of 142 and the Vendors' knowledge, meaning actual knowledge, but without having conducted an independent inquiry, in connection with the ownership, use, maintenance or operation of its assets, including the Property, 142 has not been in violation of any Environmental Laws;
- 6.26.2 To the best of 142 and the Vendors' knowledge, meaning actual knowledge, but without having conducted an independent inquiry, the Property is not insulated with urea formaldehyde foam insulation, nor is there any asbestos located in or on the Property.
- 6.26.3 To the best of 142 and the Vendors' knowledge, meaning actual knowledge, but without having conducted an independent inquiry, in respect of the Property, there are not now nor have there ever been any underground storage tanks of any kind, including, for the storage or containment of fuel, petroleum products or other hazardous substances (meaning and including the following: any substance or material that, if found in the soil or any water or if emitted into the air, would create or contribute to the creation of a condition with respect to such soil, water or air that is detrimental to its use by or to the health, safety or welfare of persons or animals or plant life or causes damage to plant life or property and includes any pollutant or contaminant, toxic or dangerous waste, substance or material (including asbestos, poly-chlorinated biphenyls, and perchlorethylene) natural or man-made, dangerous to

public health, plants, water supplies, soil or air quality and any substance declared to be hazardous or toxic (including all substances which if found in certain minimum quantities are declared or deemed to be or thought to be hazardous or toxic) under any law, regulation, rule or guideline now or hereafter passed, declared, issued, enacted or promulgated by any government or other authority or agency having jurisdiction over the Property or the environmental generally or any aspect thereof.

6.27 Employees and Employment Contracts

142 has no employees nor ongoing engagement of any subcontractors or consultants and 142 is not a party to any written or oral employment contracts, sales, services, management or consulting agreements, employee benefit or profit-sharing plans, or any bonus arrangements. There are no pension or retirement plans established by or for 142. 142 is in compliance with all laws and regulations respecting employment and employment practices.

6.28 No Joint Venture

No Person is a partner, co-tenant, joint venturer or otherwise a participant, or to the knowledge of 142, threatens to become a partner, co-tenant, joint venturer or otherwise a participant, in any partnership, joint venture, co-tenancy, joint venture corporation or other similar jointly owned business with respect to any of its assets or the Property.

6.29 No Finders' Fee

142 has not incurred any obligation or liability, contingent or otherwise, for broker's, consultants or finder's fees in respect of the transactions contemplated herein.

6.30 Insurance Policies

Schedule 6.30 lists all Insurance Policies, and also specifies the insurer, the amount of the coverage, the type of insurance, the policy number and any pending claims with respect to each Insurance Policy. The Insurance Policies insure the assets of 142, including the Property, against loss or damage by all insurable hazards of risk on a replacement cost basis. All Insurance Policies are in full force and effect and 142:

- 6.30.1 is not in default, whether as to the payment of premiums or otherwise, under any material term or condition of any of the Insurance Policies; or
- 6.30.2 has not failed to give notice or present any Claim under any of the Insurance Policies in a due and timely fashion.

6.31 Litigation

- 6.31.1 to the best of 142 and the Vendors' knowledge, meaning actual knowledge, there is no suit, action, litigation, labour grievance or complaint, investigation or other proceeding (whether or not purportedly on behalf of 142), including, without limitation, appeals and applications for review, in progress (after due enquiry of the senior officers of 142) or, to the knowledge of 142 or the Vendors, pending or threatened against or relating to 142 or affecting the Property, any other assets or the 142 Business;
- 6.31.2 to the best of 142 and the Vendors' knowledge, meaning actual knowledge, there is not presently outstanding against 142 any judgment, decree, injunction, rule, order or award of any court, governmental department, commission, board, bureau, agency, instrumentality or arbitrator or any settlement agreement binding upon 142; and

6.31.3 to the best of 142 and the Vendors' knowledge, meaning actual knowledge, there are no proceedings, investigations, assessments or claims now in effect or, to the knowledge of 142 or the Vendors, pending against 142 pursuant to the Income Tax Act or similar governmental body having jurisdiction over 142.

6.32 Filing Statement

To the best of 142 and the Vendors' knowledge, meaning actual knowledge, the information concerning 142, the Property and the 142 Business set forth in the Filing Statement will contain no untrue statement of a material fact and will not omit to state a material fact that is required to be stated or that is necessary to make a statement therein not misleading in light of the circumstances in which it will be made, and such information will constitute full, true and plain disclosure of all material facts relating to 142, the Property and the 142 Business.

6.33 Reporting Issuer

142 is not a "reporting issuer" as that term is defined in applicable securities legislation.

6.34 Disclosure

To the best of 142 and the Vendors' knowledge, meaning actual knowledge, no representation, warranty, covenant or other statement made by 142 or the Vendors in this Agreement contains any untrue statement or omits to state a material fact necessary to make it, in light of the circumstances in which it was made, not misleading.

6.35 Survival of Representations, Warranties and Covenants

Except as otherwise stated, all representations, warranties and covenants of 142 and the Vendors, contained in this Article 6 shall be true as at the date hereof and the Closing Date. Notwithstanding any investigations or inquiries made by the Purchaser prior to Closing, the representations, warranties, and covenants of 142 and the Vendors contained in this Agreement shall survive the Closing Date and, notwithstanding the Closing of the purchase and sale herein provided for, shall continue in full force and effect for a period of eighteen (18) months following the Closing Date.

ARTICLE 7 REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE PURCHASER

The Purchaser represents, warrants and covenants to 142 and the Vendors as follows, and acknowledges that 142 and the Vendors are relying upon these representations, warranties and covenants in connection with entering into this Agreement and completing the transactions contemplated thereby, notwithstanding any investigation made by or on behalf of 142 or the Vendors:

7.1 Corporate Status, Capacity and Powers

- 7.1.1 The Purchaser has been duly incorporated and organized, is validly existing and is in good standing as a corporation under the *Business Corporations Act* (Alberta).
- 7.1.2 The Purchaser has all necessary corporate power, authority and capacity to own or lease its assets and to carry on its business as currently being conducted.
- 7.1.3 No proceedings have been taken or authorized by the Purchaser in respect of the bankruptcy, insolvency, liquidation, dissolution or winding up of the Purchaser.

7.2 **Capital Pool Company**

The Purchaser is a capital pool company as that term is defined under Policy 2.4 and has not commenced any commercial operations. Subject to Exchange approval, the purchase and sale of the 142 Shares will constitute the Qualifying Transaction of the Purchaser such that following the Closing the Purchaser will be designated a Tier 2 Real Estate Issuer by the Exchange.

7.3 **Reporting Issuer Status and Listing**

The Purchaser is now, and will on Closing be, a “reporting issuer” as that term is defined in the applicable securities legislation in the Provinces of Alberta, British Columbia and Ontario, is not in default of the requirements of such legislation or the regulations and rules thereto or the policies and requirements of the Exchange (including, without limitation Policy 2.4 with respect to the expenditure of funds), and the issued and outstanding Common Shares are currently, and on Closing shall be, listed and posted for trading on the Exchange.

7.4 **Continuous Disclosure**

Since the date the Purchaser became a reporting issuer, the Purchaser has filed any and all required forms, reports documents (collectively, the “**Purchaser Public Disclosure**”) with the applicable Governmental Authorities. None of the Purchaser Public Disclosure filed by the Purchaser with the applicable Governmental Authorities, at the time filed or as subsequently amended, contained any misrepresentation or any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

7.5 **No Cease Trade**

No cease trade order has been issued against the Purchaser or the Common Shares in any jurisdiction, and, to the knowledge of the Purchaser, no cease trade order is pending or threatened.

7.6 **Capacity to Enter Agreement**

7.6.1 the Purchaser has the full legal capacity and corporate power to enter into this Agreement and any Ancillary Agreements, and, subject to obtaining all required approvals, to take, perform or execute all proceedings, acts and instruments necessary or advisable to consummate the actions and transactions contemplated in this Agreement and any Ancillary Agreements, and to fulfill its obligations thereunder; and

7.6.2 the Purchaser has taken all necessary action to authorize the execution and delivery of this Agreement and any Ancillary Agreements, and has or will take by the Closing all necessary action to authorize the taking, performing or executing of such proceedings, acts and instruments as are necessary or advisable for consummating the actions and transactions contemplated in this Agreement and any Ancillary Agreements, and fulfilling its obligations thereunder.

7.7 **Binding Obligation**

This Agreement and any Ancillary Agreements have been duly executed and delivered on behalf of the Purchaser and constitutes, and the agreements and other instruments contemplated herein when executed constitute, legal, valid and binding obligations of the Purchaser, enforceable against the Purchaser in accordance with the terms hereof and thereof subject, however, to limitations with respect to enforcement imposed in connection with laws affecting the rights of creditors generally including, without limitation,

applicable bankruptcy, insolvency, moratorium, re-organization or other similar Laws and to the extent that equitable remedies such as specific performance and injunction are in the discretion of the court from which they are sought.

7.8 **Absence of Conflict**

Neither the entering into of this Agreement by the Purchaser, nor the entering into of any Ancillary Agreement or other instrument contemplated hereby nor the completion of the transactions herein contemplated nor the performance by the Purchaser of its obligations hereunder will:

- 7.8.1 conflict with, or result in the breach or violation of or default under, or cause the acceleration of any obligations of the Purchaser under, any of the terms and provisions of (i) any Law, to the knowledge of the Purchaser, (ii) the Articles or by-laws or any resolution of the directors or shareholders of the Purchaser, or (iii) any mortgage, note, indenture, contract, agreement, joint venture, partnership, instrument, lease or other document to which the Purchaser is a party or by which 142 is bound;
- 7.8.2 cause the Purchaser to lose any rights to a government grant or tax credit or refund; or
- 7.8.3 result in the creation of any Encumbrance on any of the assets or property of the Purchaser caused by the action or omission of the Purchaser.

7.9 **Restrictive Covenants**

The Purchaser is not a party to, or bound or affected by, any commitment, agreement or document containing any covenant expressly limiting its ability to compete in any line of business, or transfer or move any of its assets or operations, or which could reasonably be expected to have a Material Adverse Effect on the business of the Purchaser.

7.10 **Regulatory Approvals**

Other than the all applicable Exchange approvals, no consent, licence, approval, order or authorization of, or registration, filing or declaration with any Governmental Authority or body having jurisdiction that has not been obtained or made by the Purchaser, and no consent of any third party is required to be obtained by the Purchaser in connection with the execution, delivery and performance of this Agreement or the consummation of the transactions contemplated hereby. The transfer of the Purchaser Consideration Shares to the Vendors will not result in the loss of any Permit benefiting the Purchaser or its business.

7.11 **Subsidiaries and Investments**

The Purchaser has no subsidiaries. Except as disclosed herein, the Purchaser does not own or hold, directly or indirectly, any securities of, or has any other interest in, any corporation, partnership, joint venture or other entity, and the Purchaser has not entered into any agreement to acquire any such interest.

7.12 **No Business or Employees**

The Purchaser does not operate or engage in any business activities, operations or management of any nature or kind whatsoever, except such activities as are carried out by a capital pool company under the rules and polices of the Exchange. The Purchaser has never had any employees and is not currently a party to any employment or consulting agreements, and is not in breach of any laws, rules or regulations where a breach would have a Material Adverse Effect on the affairs, assets or financial condition of the Purchaser, or the transactions contemplated herein.

7.13 **Assets**

Other than as disclosed in the Purchaser Financial Statements and the Filing Statement, the Purchaser does not hold, possess or have any undertaking, property or assets of any material value.

7.14 **Authorized and Issued Capital**

The authorized capital of the Purchaser consists of an unlimited number of common shares and an unlimited number of preferred shares of which 3,962,900 common shares and nil preferred shares are presently outstanding as fully paid shares and, shall be issued and outstanding immediately prior to the Closing. All of the presently issued and outstanding Common Shares have been validly allotted and issued and are outstanding as fully paid shares.

7.15 **Issuance of Purchaser Consideration Shares**

At the time of Closing, all of the Purchaser Consideration Shares to be issued and delivered hereunder to the Vendors will, subject to certain escrow terms under any applicable Exchange Escrow Agreement and trading restrictions under applicable Laws, be validly issued and outstanding as fully paid shares in the capital of the Purchase free and clear of all Encumbrances.

7.16 **Pre-Emptive Rights**

At Closing, except pursuant to the Purchaser Options no Person will have any agreement or option or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, including convertible securities, warrants or convertible obligations of any nature, for the purchase from the Purchaser of any Common Shares or for the subscription, allotment or issuance of any unissued securities in the capital of the Purchaser.

7.17 **Corporate Records**

The corporate records and minute books of the Purchaser which have been made available to 142 contain in all material respects complete and accurate minutes of all meetings of, and all written resolutions passed by, the directors and shareholders of the Purchaser held or passed since incorporation. All such meetings were held, all such resolutions were passed, and the share certificate books, registers of shareholders, registers of transfers and registers of directors of the Purchaser are complete and accurate in all material respects.

7.18 **Financial Statements**

The Purchaser Financial Statements for the financial years ended December 31, 2019 and 2018 as well as for the three month period ended March 31, 2020, and the notes thereto, are true and correct and present fairly, in all material respects, the financial position of the Purchaser as at such dates and the results of its operations and changes in financial position for the period indicated in the said statements, and have been prepared in accordance with GAAP applied on a basis consistent with that of prior periods.

7.19 **Non-Arm's Length Payments**

Since March 31, 2020 and during the Interim Period, no payments have been made or, without the written approval of 142 or an authorized representative thereof, such approval not to be unreasonably withheld or delayed, will be made or authorized by the Purchaser to its officers, directors, employees, shareholders or former directors, officers, employees or shareholders or to any Person not dealing at arm's length with any of the foregoing, except as permitted under the rules and policies of the Exchange, and those reflected in the Purchaser Financial Statements or made in the ordinary course of business and at the regular rates payable to them of salary, pension, bonuses or other remuneration of any nature.

7.20 Tax Matters

Except to the extent reflected in or reserved against in the Purchaser Financial Statements and as incurred in the ordinary course of business, the Purchaser is not liable for any Taxes in respect of its income, business or property or for the payment of any tax instalment due in respect of its current taxation year and, except as aforesaid, no such Taxes are required to be reserved against. The Purchaser has duly and completely filed all Tax Returns required to be filed by it (including all information returns as to which the non-filing or late filing could result in interest or penalties) and has duly paid all Taxes due from it to the federal, provincial or local taxing authorities including without limitation, those due in respect of its properties, income, franchises, licences, sales, use of property and payrolls. There are no tax liens upon any of the properties or assets, real, personal or mixed, tangible or intangible, of the Purchaser, whether or not recorded or made subject of a lien or public notice. There are no questions relating to, or claims asserted for, Taxes against the Purchaser and the Purchaser knows of no basis for any such question or claim. The Purchaser has made adequate provision for the Taxes which are payable during the current fiscal period for which Tax Returns are not yet required to be filed. There are no agreements, waivers or other arrangements providing for an extension of time with respect to the assessment or reassessment of income tax or the filing of any Tax Return by, or payment of any tax by, or levying of any governmental charge against, the Purchaser. There are no actions, audits, assessments, reassessments, suits, proceedings, investigations or claims now threatened or pending against the Purchaser in respect of Taxes or governmental charges or any matters under discussion with any Governmental Authority relating to Taxes or governmental charges asserted by any such authority. If required, the Purchaser has withheld from each payment made by it the amount of all Taxes and other deductions required to be withheld therefrom and has paid the same to the proper taxing or other authority within the time prescribed under any applicable legislation or regulation.

7.21 Absence of Changes

Save and except for matters which are disclosed in the Purchaser Financial Statements, during the Interim Period, the Purchaser has not and shall not without prior written approval from 142 or a designated representative thereof, such approval to not be unreasonably withheld or delayed:

- 7.21.1 incurred any debts, obligations or liabilities (absolute, accrued, contingent or otherwise and whether due or to become due), except debts, obligations and liabilities incurred with respect to the transactions contemplated herein or in the ordinary course of business;
- 7.21.2 discharged or satisfied any liens or paid any obligation or liability other than liabilities shown on the Purchaser Financial Statements, or in the ordinary course of business;
- 7.21.3 declared or made any payment, distribution or dividend based on the Common Shares, or purchased, redeemed or otherwise acquired any of the Common Shares or other securities or obligated itself to do so;
- 7.21.4 mortgaged, pledged or subjected to Encumbrance any of its assets, tangible or intangible other;
- 7.21.5 sold, assigned, leased, transferred or otherwise disposed of any of its assets either having a book value or fair market value in excess of \$5,000, whether or not in the ordinary course of business;
- 7.21.6 increased materially the compensation payable or to become payable by the Purchaser to any of its officers, directors or employees, or made any bonus payment to any officer or director;

- 7.21.7 cancelled, waived, released or compromised any debt, claim or right resulting in a Material Adverse Effect on the business or financial condition of the Purchaser;
- 7.21.8 significantly altered or revised any of its accounting principles, procedures, methods or practices;
- 7.21.9 changed its credit policy;
- 7.21.10 suffered any material damage, destruction or loss (whether or not covered by insurance) resulting in a Material Adverse Effect on the assets or the business of the Purchaser;
- 7.21.11 incurred or experienced any event, development or condition of any character resulting in a Material Adverse Effect on the business or the assets of the Purchaser;
- 7.21.12 entered into any transaction, contract or commitment other than in the ordinary course of business (except for the transactions set forth in this Agreement);
- 7.21.13 made or authorized any capital expenditures in excess of \$10,000 in the aggregate;
- 7.21.14 issued or sold any shares in its capital stock or other securities, or granted any options with respect thereto, except for the Purchaser Options and pursuant to this Agreement and has not changed any shares of its capital stock, whether by way of reclassification, stock split or otherwise;
- 7.21.15 suffered or experienced any Material Adverse Change in, or event or circumstance affecting, the condition (financial or otherwise), properties, assets, liabilities, earnings, business or operations of the Purchaser; or
- 7.21.16 authorized or agreed or otherwise has become committed to do any of the foregoing.

7.22 **Liabilities**

At Closing, other than liabilities incurred in connection with the transactions contemplated hereunder and those shown in the Purchaser Financial Statements, the liabilities of the Purchaser in the aggregate shall have a nominal value and, other than liabilities incurred in connection with the transactions contemplated hereunder and those shown in the Purchaser Financial Statements, there will be no material liabilities of the Purchaser of any nature or kind whatsoever, whether or not accrued and whether or not determined or determinable, contingent or otherwise, in respect of which the Purchaser may become liable on or after the transactions contemplated by this Agreement.

7.23 **Bonds, Debentures and Guarantees**

- 7.23.1 the Purchaser has no outstanding bonds, debentures, mortgages, notes or other similar indebtedness or liabilities whatsoever, contingent or otherwise, and the Purchaser will not be bound under any agreement to create, issue or incur any bonds, debentures, mortgages, notes or other similar indebtedness or liabilities whatsoever; and
- 7.23.2 the Purchaser is not and will not be a party to or bound by any agreement of guarantee, indemnification (except for standard indemnification provisions in any agency agreement entered into by the Purchaser in connection with the initial public offering of the Purchaser), assumption or endorsement or any other like commitment of the obligations, liabilities (contingent or otherwise) or indebtedness of any other Person.

7.24 **Compliance with Applicable Laws**

The Purchaser complies, has always complied, and shall continue to comply, in all material respects with all applicable Laws, rules and regulations, and is not currently in breach of any such laws, rules or regulations. The Purchaser has not offered, paid or agreed to pay directly or indirectly any money or anything of value to any individual who is or was an official of any foreign, federal, provincial or local government, or any agency or instrumentality thereof, for the purpose of or with the intent of inducing that individual to use his or her influence to obtain or maintain significant business for the Purchaser or otherwise significantly affect its business.

7.25 **Litigation and Claims**

- 7.25.1 there is no suit, action, litigation, labour grievance or complaint, investigation or other proceeding (whether or not purportedly on behalf of the Purchaser), including, without limitation, appeals and applications for review, in progress (after due enquiry of the senior officers of the Purchaser) or, to the knowledge of the Purchaser, pending or threatened against or relating to the Purchaser or affecting its assets or business;
- 7.25.2 there is not presently outstanding against the Purchaser any judgment, decree, injunction, rule, order or award of any court, governmental department, commission, board, bureau, agency, instrumentality or arbitrator or any settlement agreement binding upon it; and
- 7.25.3 there are no proceedings, investigations, assessments or claims now in effect or, to the knowledge of the Purchaser, pending against the Purchaser pursuant to the Income Tax Act.

7.26 **No Finders' Fee**

The Purchaser has not incurred any obligation or liability, contingent or otherwise, for broker's, consultants or finder's fees in respect of the transactions contemplated herein.

7.27 **Disclosure**

No representation, warranty, covenant or other statement made by the Purchaser in this Agreement contains any untrue statement or omits to state a material fact necessary to make it, in light of the circumstances in which it was made, not misleading.

7.28 **Existence and Standing of Agreements**

Schedule 7.28 sets out a complete list of all material contracts, agreements and commitments (whether written or oral) to which the Purchaser is a party and the Filing Statement will contain a list of all material contracts, agreements and commitments (whether written or oral) to which the Purchaser is a party, and all of such material contracts, agreements and commitments are in full force and effect as of the date hereof and will be as of the Closing Date and the Purchaser is not in default, in any material respect, under any of such contracts, agreements or commitments. There does not exist any state of facts which after notice or lapse of time, or both, will constitute a default or breach on the part of the Purchaser under any of the provisions contained in any of the material contracts, commitments or agreements referred to in the Filing Statement.

7.29 **Filing Statement**

The information provided by the Purchaser to 142 and the Vendors for inclusion in the Filing Statement will contain no untrue statement of a material fact and will not omit to state a material fact that is required to be stated or that is necessary to make a statement therein not misleading in the light of the

circumstances in which it will be made, and such information provided by the Purchaser for inclusion in the Filing Statement will constitute full, true and plain disclosure of all material facts relating to the particular matters concerning the Purchaser.

7.30 Survival of Representations, Warranties and Covenants

Except as otherwise stated, all representations, warranties and covenants by the Purchaser contained in this Article 7 shall be true as at the date hereof and the Closing Date. Notwithstanding any investigations or inquiries made by 142 or the Vendors prior to Closing, the representations, warranties, and covenants of the Purchaser contained in this Agreement shall survive the Closing Date and, notwithstanding the Closing of the purchase and sale herein provided for, shall continue in full force and effect for a period of eighteen (18) months following the Closing Date.

ARTICLE 8 OTHER PRE-CLOSING COVENANTS

8.1 Conduct of 142 Prior to Closing

- 8.1.1 During the Interim Period, 142 will, and the Vendors will cause 142 to, conduct the 142 Business only in the ordinary course of business and in accordance with applicable Law and in accordance and consistent with past practice.
- 8.1.2 Without limiting the generality of Section 8.1.1, 142 will, and the Vendors will cause, 142 to:
 - 8.1.2.1 confer with the Purchaser concerning operational matters of a material nature relating to the 142 Business;
 - 8.1.2.2 use its best efforts to retain possession, ownership and control of the Property;
 - 8.1.2.3 use its best efforts to conduct the 142 Business so as not to cause or permit to exist a breach of any representations, warranties and covenants of the Vendors contained in this Agreement and any Ancillary Agreement;
 - 8.1.2.4 not, without the prior written consent of the Purchaser, take any of the actions, do any of the things or perform any of the acts described in Section 6.14;
 - 8.1.2.5 cooperate with the Purchaser and use best efforts to obtain all necessary consents, approvals and authorizations under any applicable Law pertaining to the transactions contemplated by this Agreement;
 - 8.1.2.6 promptly advise the Purchaser orally and, if then requested, in writing (i) of any fact or any change in the 142 Business, operations, affairs, assets, liabilities, capitalization, financial condition or prospects of 142 that could have a Material Adverse Effect; (ii) of any breach by the Vendors or 142 of any covenant or agreement contained in this Agreement; and (iii) of any death, disability, resignation, termination of employment or other departure of any senior officer of 142;
 - 8.1.2.7 otherwise periodically report to the Purchaser concerning the state of 142 and the 142 Business and the Property;
 - 8.1.2.8 continue in full force the Insurance Policies; and

8.1.2.9 to apply for, maintain in good standing and renew all Permits.

8.2 **Conduct of the Purchaser Prior to Closing**

The Purchaser agrees that during the Interim Period there will be no adverse change in the prospects, financial condition or properties of the Purchaser, and the only changes in the prospects, financial condition or properties of the Purchaser will be those arising from the normal and regular conduct of the Purchaser including costs incurred in connection with the transactions contemplated herein. No material loss, damage or destruction of any of the assets of the Purchaser which is not covered by insurance will have occurred. The Purchaser will not, without the prior written consent of 142, enter into any transaction which, if effected before the date of this Agreement, would constitute a breach of the representations, warranties or agreements of the Purchaser contained in this Agreement.

8.3 **Access for Due Diligence**

- 8.3.1 From the date hereof until Closing: 142 will, and the Vendors will cause, 142 to (i) permit the Purchaser and its employees, counsel, agents, accountants or other representatives, during the Interim Period, to have free and unrestricted access during normal business hours and upon reasonable notice to (A) the premises of 142, (B) the Property and other assets of 142 and all books and records whether retained by 142 or otherwise, and (C) the senior personnel of 142, and (ii) furnish to the Purchaser or its employees, counsel, agents, accountants or other representatives such financial and operating data and other information with respect to 142, the Property and the 142 Business as the Purchaser may from time to time reasonably request. 142 will and the Vendors will cause 142 to cooperate and assist, to the extent reasonably requested by the Purchaser, with the Purchaser's investigation of the property, assets, undertaking and financial condition of 142. The Purchaser's rights of access shall be exercised in a manner that does not unreasonably interfere with the operations of 142.
- 8.3.2 No investigations made by or on behalf of the Purchaser, whether under this Section 8.3 or any other provision of this Agreement or any other Ancillary Agreement, will have the effect of waiving, diminishing the scope of, or otherwise affecting, any representation or warranty made in this Agreement or any Ancillary Agreement.

8.4 **Filing Statement**

- 8.4.1 As soon as reasonably practicable after the execution and delivery of this Agreement, the Parties shall work together to prepare the Filing Statement.
- 8.4.2 142 will, and the Vendors will cause, 142, to produce, on a timely basis, all relevant information concerning it and the 142 Business, property, operations and financial statements for inclusion in the Filing Statement, and to execute a certificate to be attached to the Filing Statement, as required, certifying that all information concerning it contained in the Filing Statement constitutes full, true and plain disclosure of all material facts relating to it, and that the information contained in the Filing Statement does not contain an untrue statement of a material fact with respect to it.
- 8.4.3 The Purchaser will produce, on a timely basis, all relevant information concerning it and its financial statements for inclusion in the Filing Statement, and to execute a certificate to be attached to the Filing Statement, as required, certifying that all information concerning it contained in the Filing Statement constitutes full, true and plain disclosure

of all material facts relating to it, and that the information contained in the Filing Statement does not contain an untrue statement of a material fact with respect to it.

8.5 Filings and Regulatory Approvals

- 8.5.1 Each of the Parties, as promptly as practicable after the execution of this Agreement, will (i) make, or cause to be made, all such filings and submissions under all Laws applicable to it, as may be required for it to consummate the transactions contemplated hereby, including the purchase and sale of the Shareholder Interest in accordance with the terms of this Agreement, (ii) use its best efforts to obtain, or cause to be obtained, all required approvals necessary or advisable to be obtained by it in order to consummate the transactions contemplated hereby, including the purchase and sale of the Shareholder Interest in accordance with the terms of this Agreement, and (iii) use its best efforts to take, or cause to be taken, all other actions which are necessary or advisable in order for it to fulfil its obligations under this Agreement. The Parties will coordinate and cooperate with one another in exchanging such information and supplying such assistance as may be reasonably requested by each in connection with the foregoing including, without limitation, providing each other with all notices and information supplied to or filed with any Governmental Authority (except for notices and information which any Party, in each case acting reasonably, considers highly confidential and sensitive which may be filed on a confidential basis), and all notices and correspondence received from any Governmental Authority.
- 8.5.2 Each of the Parties shall comply with the policies of the Exchange and, if required by the Exchange in connection with the approval of the transaction contemplated hereby, obtain sponsorship under the policies of the Exchange. In such event, the sponsor shall be a member firm of the Exchange acceptable to each of the Purchaser and 142, each acting reasonably.
- 8.5.3 Each of the Parties shall take all necessary steps and use commercially reasonable efforts in connection with obtaining approval of the Exchange in respect of the Repricing of the Purchaser Options.

8.6 Purchaser Meeting

The Purchaser Meeting was held on or about May 15, 2020 at which the shareholders of the Purchaser approved, (i) the fixing of the number of directors of the Purchaser to be elected at the Purchaser Meeting at four (4), (ii) the re-election of the current board of directors of the Purchaser, (iii) the re-appointment of the current auditors of the Purchaser for the ensuing year, (iv) the Fixed Option Plan, (v) the Change of Name, (vi) Repricing of the Options, (vii) the transfer of the Common Shares to the NEX board of the Exchange, and (viii) the cancellation of certain Seed Shares (as defined in Exchange Policy 1.1 - *Interpretation*) of the Purchaser.

8.7 Actions to Satisfy Closing Conditions

Each Party will take or cause to be taken all actions that are within its power to control, and will make best efforts to cause other actions to be taken which are not within its power to control, so as to ensure its compliance with, and satisfaction of, all conditions in Article 9 that are for the benefit of the other Party.

8.8 **Transfer of the 142 Shares**

Each of the Vendors will take all necessary steps and proceedings to permit good title to its respective 142 Shares to be duly and validly transferred and assigned to the Purchaser at the Closing, free of all Encumbrances.

8.9 **Support of Transactions by the Purchaser**

The Purchaser agrees to use its best efforts to cause each of the directors, officers, employees, shareholders, representatives, agents, advisers, accountants and attorneys of the Purchaser to support the transactions contemplated by this Agreement and agrees not to take any steps which may, directly or indirectly, diminish in any manner whatsoever the likelihood of the completion of the transactions contemplated hereunder.

8.10 **Support of Transactions by 142**

142 and the Vendors agree to use their respective best efforts to cause each of the directors, officers, employees, shareholders, representatives, agents, advisers, accountants and attorneys of 142, to support the transactions contemplated by this Agreement and agree not to take any steps which may, directly or indirectly, diminish in any manner whatsoever the likelihood of the completion of the transactions contemplated hereunder.

8.11 **Public Disclosure**

Upon execution of this Agreement, 142 and the Purchaser shall work diligently and in good faith to prepare and issue a press release disclosing the subject matter hereof as soon as practicable. Subject to the foregoing and requirements of applicable securities laws and the requirements of any Governmental Authority, none of the parties hereto shall issue any press release or make any other public statements or disclosures concerning this Agreement or the transactions contemplated herein without the mutual consent of 142, the Vendors and the Purchaser as to the contents and the manner of presentation and publication thereof. If any party hereto determines that a public statement is required under applicable securities laws or the applicable rules of a Governmental Authority, such party shall immediately notify the other parties hereto of such requirement and shall consult with the other parties as to the content and manner of presentation of such statement but shall not be delayed or restricted by the other parties from fulfilling its obligations under applicable laws and rules.

ARTICLE 9 CLOSING CONDITIONS

9.1 **Mutual Conditions**

The respective obligations of the Parties to consummate the transactions contemplated hereunder, are subject to the satisfaction, on or before the Closing or such other time specified, of the following conditions:

- 9.1.1 **Compliance with Regulatory Requirements and Registrations.** All consents, approvals, orders and authorizations of any Persons or Governmental Authority in Canada or elsewhere (or registrations, declarations, filings or records with any such authorities) as may be required in connection with the execution of this Agreement, the Closing or the performance of any of the terms and conditions hereof shall have been received, including all required approvals of the Exchange.

- 9.1.2 **No Breach or Illegality.** Neither the execution, nor delivery of this Agreement, nor the consummation of the transactions contemplated hereby, nor compliance with and fulfilment of the terms and provisions of this Agreement will conflict with or result in a breach of the terms, conditions or provisions of, or constitute a default under any laws, judgments, regulations, rules, instruments, agreements, orders, awards, or decrees.
- 9.1.3 **Private Placement.** The Private Placement shall close at or before the Closing.
- 9.1.4 **No Legal Action.** No action or proceeding will be pending or threatened by any Person in any jurisdiction, to enjoin, restrict or prohibit any of the transactions contemplated by this Agreement.
- 9.1.5 **Exchange Approval and Listing.** The Exchange will have approved the transaction contemplated by this Agreement, the Private Placement and the listing and posting for trading of those Common Shares being issued as part of the Purchaser Consideration Shares.
- 9.1.6 **Board Approvals.** The board of directors of 142 and the board of directors of the Purchaser shall have adopted all necessary resolutions, and all other necessary corporate action shall have been taken by 142 and the Purchaser to permit the consummation of the Transaction and all other matters contemplated in this Agreement.

9.2 **Conditions for the Benefit of 142 and the Vendors**

The obligations of 142 and the Vendors to complete the transactions contemplated hereunder shall be subject to the satisfaction of, or compliance with, at or before the Closing, each of the following conditions (each of which is hereby acknowledged to be for the exclusive benefit of 142 and the Vendors, and may be waived by 142 and the Vendors on each of their own behalf and on behalf of all of the Vendors, in writing, in whole or in part on or before the Closing):

- 9.2.1 **Delivery of the Purchaser Documents.** 142 shall on or before the Closing have received the Purchaser Documents, together with all other documents and instruments from the Purchaser as 142 may reasonably request for the purpose of effecting the transactions in accordance with the terms of this Agreement.
- 9.2.2 **Truth and Accuracy of Representations at Closing Date.** All of the representations and warranties of the Purchaser made in or pursuant to this Agreement, shall be true and correct in all material respects as at the Closing Date and with the same effect as if made at and as of the Closing Date (except as such representations and warranties may be affected by the occurrence of events or transactions expressly contemplated and permitted hereby that are not materially adverse and arise in the ordinary course of business). 142 and the Vendors shall have received a certificate dated the Closing Date signed by a senior officer or director of the Purchaser on behalf of the Purchaser, certifying the truth and correctness in all material respects of the representations and warranties of the Purchaser set out in this Agreement.
- 9.2.3 **Performance of Covenants.** The Purchaser will have performed and complied with all terms, covenants and conditions required by this Agreement to be performed or complied with by it on or before the Closing Date and 142 and the Vendors shall have received a certificate dated the Closing Date signed by a senior officer or director of the Purchaser on behalf of the Purchaser, certifying same.

- 9.2.4 **No Material Adverse Change.** At the Closing Date, except as permitted under this Agreement, there shall have been no Material Adverse Change in the condition (financial, legal or otherwise), properties, assets, liabilities, earnings, or business operations or prospects of the Purchaser from that shown on or reflected in the Purchaser Financial Statements and 142 and the Vendors shall have received a certificate dated the Closing Date signed by a senior officer or director of the Purchaser on behalf of the Purchaser, certifying same.
- 9.2.5 **Resignation of Directors and Officers.** Each director and officer of the Purchaser shall have provided their written resignation as director and officer of the Purchaser effective on or before the Closing Date, together with a release in favour of the Purchaser.

9.3 **Conditions for the Benefit of the Purchaser**

The obligations of the Purchaser to complete the transactions contemplated hereunder shall be subject to the satisfaction of or compliance with, at or before the Closing each of the following conditions precedent (each of which is hereby acknowledged to be for the exclusive benefit of the Purchaser, and may be waived by it in writing, whole or in part, on or before the Closing):

- 9.3.1 **Delivery of 142 Documents.** The Purchaser shall on or before the Closing Date have received the 142 Documents together with all other documents and instruments from 142 and the Vendors as the Purchaser may reasonably request for the purpose of effecting the transactions in accordance with the terms of this Agreement.
- 9.3.2 **Truth and Accuracy of Representations at Closing Date.** The representations and warranties of 142 and the Vendors made in or pursuant to this Agreement, shall be true and correct in all material respects as at the Closing Date and with the same effect as if made at and as of the Closing Date (except as such representations and warranties may be affected by the occurrence of events or transactions expressly contemplated and permitted hereby that are not materially adverse and arise in the ordinary course of business). The Purchaser shall have received a certificate dated the Closing Date signed by a senior officer or director of 142, on behalf of 142, and by the Vendors certifying the truth and correctness in all material respects of the representations and warranties of 142 and the Vendors set out in this Agreement.
- 9.3.3 **Performance of Covenants.** 142 and the Vendors shall have each performed and complied with all agreements and conditions required by this Agreement to be performed and complied with by them prior to or on the Closing Date and the Purchaser shall have received a certificate dated the Closing Date signed by a senior officer or director of 142, on behalf of 142, and by the Vendors certifying same.
- 9.3.4 **No Material Adverse Change.** At the Closing Date, except as permitted under this Agreement, there shall have been no Material Adverse Change in the condition (financial, legal or otherwise), properties, assets, liabilities, earnings, or business operations or prospects of 142 from that shown on or reflected in the 142 Financial Statements and the Purchaser shall have received a certificate dated the Closing Date signed by a senior officer or director of 142, on behalf of 142, certifying same.

ARTICLE 10 CLOSING

10.1 Date, Time and Place of Closing

The completion of the transactions contemplated by this Agreement will take place at the offices of Parlee McLaws LLP, in Edmonton, on the Closing Date or at such other place, on such other date and at such other time as may be agreed upon in writing between 142, the Vendors and the Purchaser.

10.2 Purchaser Deliverables at Closing

The Purchaser shall deliver, or cause to be delivered to 142 and the Vendors, as applicable, the following documents ("**Purchaser Documents**"):

- 10.2.1 duly issued certificates or other electronic evidence of issuance representing that number of Purchaser Consideration Shares set forth at Exhibit "A" registered in accordance with registration instructions provided by the Vendors;
- 10.2.2 duly issued certificates or other electronic evidence of issuance representing the Series II Preferred Share Consideration;
- 10.2.3 certified copies of extracts from directors' and shareholders' resolutions or minutes of meetings, and written evidence of such other approvals or consents to the completion of all of the transactions contemplated hereby;
- 10.2.4 certificates referenced at Sections 9.2.2, 9.2.3 and 9.2.4;
- 10.2.5 a certificate of status, compliance, good standing or like certificate with respect to the Purchaser issued by the appropriate Governmental Authorities;
- 10.2.6 resignations of all of the directors and officers of the Purchaser as contemplated under Section 9.2.5;
- 10.2.7 appropriate resolutions of the directors of the Purchaser, so as to result in the appointment of the nominees of 142 as directors of the Purchaser to fill each of the vacancies created by each of the resignations of the current directors;
- 10.2.8 an executed copy of the Exchange Escrow Agreement; and
- 10.2.9 such other certificates, agreements or other documents and assurances as may reasonably be required by 142 and the Vendors or their solicitors, acting reasonably, to give full effect to the transactions contemplated by this Agreement.

10.3 142 and the Vendors Deliverables at Closing

142 and the Vendors shall deliver, or cause to be delivered to the Purchaser, as applicable, the following documents ("**142 Documents**"):

- 10.3.1 certificates for all the 142 Shares duly endorsed for transfer to the Purchaser for cancellation and corresponding stock powers of transfer;
- 10.3.2 a certificate representing all the 142 Shares registered in the name of the Purchaser;
- 10.3.3 certificates referenced at Sections 9.3.2, 9.3.3 and 9.3.4;

- 10.3.4 the minute books of 142 and the files, records and other property of 142;
- 10.3.5 an executed copy of the Exchange Escrow Agreement;
- 10.3.6 a copy of the Ancillary Share Purchase Agreement executed by the Vendors and/or assignees and/or nominees of the Vendor and all Vendor deliverables thereunder; and
- 10.3.7 such other certificates, agreements or other documents and assurances as may reasonably be required by the Purchaser or their solicitors, acting reasonably, to give full effect to the transactions contemplated by this Agreement.

10.4 **Further Assurances**

From time to time after the Closing Date, each Party will at the request of the other execute and deliver such additional conveyances, transfers and other assurances as may be reasonably required to carry out the intent of this Agreement and each Ancillary Agreement.

ARTICLE 11 TERMINATION

11.1 **Termination**

This Agreement may be terminated at any time prior to the Closing Date:

- 11.1.1 by mutual written agreement of the Parties;
- 11.1.2 by 142 or the Vendors, if any condition in Section 9.2 is not satisfied or waived in accordance with such section;
- 11.1.3 by the Purchaser, if any condition in Section 9.3 is not satisfied or waived in accordance with such section;
- 11.1.4 by any Party, if any of the conditions in Section 9.1 are not satisfied provided that the failure to satisfy any such condition is not the result, directly or indirectly, of a breach of this Agreement by such terminating party;
- 11.1.5 by any Party if Closing will not have occurred by October 15, 2020, or such other date as the parties may mutually agree, except that the right to terminate this Agreement under this Section 11.1.5 shall not be available to (i) the Purchaser if the Purchaser's failure to fulfil any of its obligations has been the cause of, or resulted in, the failure of the Closing to occur by such date, or (ii) 142 or the Vendors if 142's failure or the Vendors' failure to fulfil any of their respective obligations has been the cause of, or resulted in, the failure of the Closing to occur by such date;
- 11.1.6 by 142 or the Vendors if the Purchaser is in material breach of or noncompliance with any of its covenants, representations or warranties made in this Agreement, which breach or non-compliance individually or in the aggregate causes or would reasonably be expected to cause a Material Adverse Change in the Purchaser or materially impedes or would reasonably be expected to materially impede the completion of the transactions contemplated by this Agreement and the Purchaser fails to cure such breach within five Business Days after receipt of written notice thereof from 142; or
- 11.1.7 by the Purchaser if 142 or either Vendor is in material breach of or noncompliance with any of their respective covenants, representations or warranties made in this Agreement,

which breach or non-compliance individually or in the aggregate causes or would reasonably be expected to cause a Material Adverse Change in 142 or materially impedes or would reasonably be expected to materially impede the completion of the transactions contemplated by this Agreement and 142 or either Vendor, as applicable, fails to cure such breach within five Business Days after receipt of written notice thereof from the Purchaser.

11.2 Expenses

- 11.2.1 142 shall pay to the Purchaser in immediately available funds to an account designated by the Purchaser a fee equal to the Purchaser's actual costs reasonably incurred in connection with the transaction contemplated by this Agreement, up to a maximum of \$50,000.00, upon 142 announcing a Qualifying Transaction resulting in an Exchange listing with any entity other than the Purchaser within sixty days of termination of this Agreement for any reason set out in Section 11.1.
- 11.2.2 The Purchaser shall pay to 142 in immediately available funds to an account designated by 142 a fee equal to 142's actual costs reasonably incurred in connection with the transaction contemplated by this Agreement, up to a maximum of \$50,000.00, in the event of termination of this Agreement under Section 11.1.2 or Section 11.1.6.
- 11.2.3 Except as provided in Sections 11.2.1 and 11.2.2, no fee shall be payable by either Party to the other Party for termination of this Agreement for any reason set out in Section 11.1.

11.3 Effect of Termination

Each Party's right of termination under this Article 11 is in addition to any other rights it may have under this Agreement or otherwise, and the exercise of a right of termination will not be an election of remedies. Nothing in this Article 11 will limit or affect any other rights or causes of action that the Purchaser, 142 or any of the Vendors may have with respect to the representations, warranties, covenants and indemnities in its favour contained in this Agreement. Sections 12.1 and 12.2 will survive termination of this Agreement.

ARTICLE 12 LIABILITY AND INDEMNIFICATION

12.1 Indemnification

142 and the Vendors, each on a joint and several basis, and the Purchaser (the "**Indemnifying Party**") shall indemnify the others and their directors, officers, employees and agents (the "**Indemnified Party**") against, and agree to hold them harmless from, any and all actions, suits, levies, charges, taxes, damages, claims, losses, liabilities, fines, penalties and expenses (including reasonable legal fees) of whatever kind or nature (a "**Claim**") incurred or suffered by any of them arising out of or in connection with or related to:

- 12.1.1 any misrepresentation or breach of warranty, covenant or agreement made or to be performed by any Indemnifying Party pursuant to this Agreement or in connection with any of the transactions contemplated hereby;
- 12.1.2 any misrepresentation or alleged misrepresentation in the Filing Statement in respect of the Indemnifying Party provided by the Indemnifying Party expressly for inclusion in the

Filing Statement or in any material filed connection with the transactions contemplated by this Agreement in compliance or intended compliance with applicable Laws;

- 12.1.3 any order made or any inquiry, investigation or proceeding by any Canadian Securities Regulatory Authority or other competent authority based upon any misrepresentation or any alleged misrepresentation in the Filing Statement in respect of the Indemnifying Party provided by the Indemnifying Party expressly for inclusion in the Filing Statement or in any material filed connection with the transactions contemplated by this Agreement in compliance or intended compliance with applicable Laws; and
- 12.1.4 any Legal Proceeding instituted against any Indemnifying Party after the Closing that is based on any act or omission of any Indemnifying Party prior to the Closing.

12.2 **Claims of Indemnity**

Any Indemnified Party under this Article 12 shall give prompt notice to the Indemnifying Party or parties of any Claim or Legal Proceeding that could reasonably give rise to such a Claim. Inadvertent failure to give such prompt notice will not preclude the Indemnified Party from pursuing the Claim unless and to the extent that the Indemnifying Party is materially prejudiced by such failure. The Indemnifying Party may, and shall if so requested by the Indemnified Party, at its own expense and in the name of the Indemnified Party or otherwise, dispute any Claim made, or any matter on which a Claim could be made, by a third party in respect of which a notice has been given by the Indemnified Party under this Section 12.2 and may retain legal counsel to have conduct of any proceeding relating to such a Claim. The Indemnified Party may employ separate counsel with respect to any such Claims brought by a Third Party and participate in the defence thereof if:

- 12.2.1 the Indemnified Party has been advised in writing by counsel that there may be an actual or potential conflict in the Indemnifying Party's and the Indemnified Party's respective interest or there may be a material legal defence available to the Indemnified Party which is different from or additional to a defence available to the Indemnifying Party (in which case the Indemnifying Party shall not have the right to assume the defence of such proceedings on the Indemnified Party's behalf);
- 12.2.2 the Indemnifying Party shall not have undertaken the defence of such proceedings, or indicated its intent to do so, and employed counsel within ten days after notice of commencement of such proceedings; or
- 12.2.3 the employment of such counsel has been authorized by the Indemnifying Party in connection with the defence of such proceeding;

and, in any such event, the reasonable fees and expenses of such Indemnified Party's counsel (on a solicitor and his client basis) shall be paid by the Indemnifying Party. Neither the Indemnified Party nor the Indemnifying Party shall settle, compromise or pay any Claim for which indemnity is sought hereunder except with the prior written consent of the other, such consent not to be unreasonably withheld, or in the case of the Indemnified Party, unless the Indemnifying Party fails to dispute and defend such Claim.

12.3 **Additional Rights**

The rights of indemnity set forth in this Article 12 are in addition to any other rights, actions, claims or causes of action that may arise in respect of this Agreement and the transactions contemplated hereby.

ARTICLE 13

GENERAL

13.1 Notices

All notices or other communications required to be given in connection with this Agreement shall be given in writing and shall be given by personal delivery, by registered mail or by transmittal by telecopier or other form of recorded communication addressed to the recipient as follows:

13.1.1 To the Purchaser:

Trusted Brand 2016 Inc.
Suite 200, 805 - 1st St. SW
Calgary, Alberta T2P 1B8
Ted Geier
Telephone No.: REDACTED
Email: REDACTED

With a copy to:

DLA Piper (Canada) LLP
Trevor Wong-Chor
1000, 250 - 2nd Street S.W.
Calgary, Alberta T2P 0C1
Telephone No.: REDACTED
Email: REDACTED

13.1.2 To 142 or the Vendors:

3165 Manulife Place
10180-101 Street
Edmonton, AB T5J 3S4
Telephone No.: REDACTED
Email: REDACTED

With a copy to:

Parlee McLaws LLP
David S. Tam
1700 Enbridge Centre 10175-101 Street
Edmonton, AB T5J 0H3
Telephone No.: REDACTED
Email: REDACTED

or to such other address, telecopier number or individual as may be designated by notice given by either party to the other. Any such communication given by personal delivery shall be conclusively deemed to have been given on the day of actual delivery thereof and, if given by registered mail, on the fifth Business Day following the deposit thereof in the mail and, if given by telecopier or other form of recorded communication, shall be deemed given and received on the date of such transmission if received during the normal business hours of the recipient and on the next Business Day if it is received after the end of such normal business hours on the date of its transmission. If the party giving any such communication knows or ought reasonably to know of any difficulties with the postal system which

might affect the delivery of mail, any such communication shall not be mailed but shall be given by personal delivery or by telecopier transmittal.

13.2 **Expenses**

Subject to Section 11.2, the Parties agree that all fees, costs and expenses incurred in connection with this Agreement, including legal fees, regulatory filing fees, all fees and disbursements by advisors, and all other costs and expenses relating to this Agreement shall be paid by the Party incurring such expenses.

13.3 **Time of the Essence**

Time shall be of the essence of this Agreement and each and every part hereof.

13.4 **Further Assurances**

The Parties hereto shall with reasonable diligence do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated hereby, and each party shall execute and deliver such further documents, instruments, papers and information as may be reasonably requested by another party hereto in order to carry out the purpose and intent of this Agreement.

13.5 **Law and Jurisdiction: Service**

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein. The Parties hereby attorn to the exclusive jurisdiction of the Courts of Alberta in any dispute that may arise hereunder.

13.6 **Counterparts**

For the convenience of the Parties, this Agreement may be executed in several counterparts, each of which when so executed shall be, and be deemed to be, an original instrument and such counterparts together shall constitute one and the same instrument (and notwithstanding their date of execution shall be deemed to bear date as of the date of this Agreement).

13.7 **Entire Agreement**

This Agreement, including the Schedules and Exhibits attached hereto, together with the Ancillary Agreements and other documents to be delivered pursuant hereto, constitute the entire agreement between the Parties pertaining to the subject matter hereof and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties and there are no warranties, representations or other agreements between the Parties in connection with the subject matter hereof except as specifically set forth herein and therein. This Agreement may not be amended or modified in any respect except by written instrument signed by all Parties.

13.8 **Severability**

The invalidity or unenforceability of any provision of this Agreement or any covenant herein contained shall not affect the validity or enforceability of any other provision or covenant hereof or herein contained, and this Agreement shall be construed as if such invalid or unenforceable provision or covenant were severed from this Agreement.

13.9 **Enurement**

This Agreement shall be binding upon and shall enure to the benefit of and be enforceable by the successors and permitted assigns of the Parties hereto, provided that this Agreement shall not be assigned by 142, the Vendors or the Purchaser without the express prior written consent of the other Parties hereto.

13.10 **Waivers**

The Parties hereto may, by written agreement:

13.10.1 waive any inaccuracies in the warranties, representations, covenants or other undertakings contained in this Agreement or in any document or certificate delivered pursuant to this Agreement; or

13.10.2 waive compliance with or modify any of the warranties, representations, covenants or other undertakings or obligations contained in this Agreement and waive or modify performance by any of the parties thereto,

provided in each case that any such extension or waiver shall be limited to the particular instance and shall not extend to any other instance or matter in this Agreement or otherwise affect any of the rights or remedies under this Agreement.

13.11 **Form of Documents**

All documents to be executed and delivered by the Purchaser to 142 or the Vendors on the Closing Date shall be in form and substance satisfactory to 142 and the Vendors, acting reasonably. All documents to be executed and delivered by 142 and the Vendors to the Purchaser on the Closing Date shall be in a form and substance satisfactory to the Purchaser, acting reasonably.

13.12 **Construction Clause**

This Agreement has been negotiated and approved by counsel on behalf of all Parties hereto and, notwithstanding any rule or maxim of construction to the contrary, any ambiguity or uncertainty will not be construed against any Party hereto by reason of the authorship of any of the provisions hereof.

13.13 **Facsimile Transmission**

In this Agreement, the words "in writing" or "written" mean any format of written communication and shall include a communication by means of a facsimile device.

13.14 **Independent Legal Advice**

Each of the Vendors acknowledge that:

13.14.1 they have obtained or were advised to obtain independent legal counsel in connection with this Agreement; and

13.14.2 they fully understand the nature and effect of the provisions of this Agreement and its obligations and rights hereunder.

[The remainder of this page is intentionally left blank]

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

TRUSTED BRAND 2016 INC.

1421526 ALBERTA LTD.

Per: (s) "Ted Geier"

Name: **Ted Geier**

Title: **Chief Executive Officer**

Per: (s) "Ben Lui"

Name: **Ben Lui**

Title: **President**

LUI HOLDINGS CORPORATION

991799 ALBERTA LTD.

Per: (s) "Ben Lui"

Name: **Ben Lui**

Title: **President**

Per: (s) "Ed Chong"

Name: **Ed Chong**

Title: **President**

Schedule 6.20 - Leases

REDACTED

Schedule 6.23 - Material Contracts

REDACTED

Schedule 6.24 - Bank Accounts

REDACTED

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Schedule 6.30 - Insurance Policies

REDACTED

Schedule 7.28 - Material Contracts, Agreements and Commitments

1. The Escrow Agreement dated May 3, 2016 among the Purchaser, Computershare Trust Company of Canada and the holders of 1,680,000 seed shares of the Purchaser.
2. Transfer Agent, Registrar and Dividend Disbursing Agent Agreement between the Purchaser and Computershare Trust Company of Canada dated May 3, 2016.
3. Option Agreements with each of Karen Stewart, Robert Libin, Perla Woo, David Mackenzie, Kevin Saskiw and Ted Geier dated November 30, 2016.

EXHIBIT "A"**SHAREHOLDER INTEREST**

*Note that all financial information regarding 1421526 Alberta Ltd. is subject to the audited financial statement of December 31, 2019 and the final interim financial statement of March 31, 2020.

Description	Elected Amount	ACB	Fair Market Value	Allocation of Purchaser Consideration Shares and Series II Preferred Share Consideration
90 Class A Common shares in the capital stock of 1421527 Alberta Ltd. held by Lui Holdings Corporation	\$90.00	\$90.00	\$6,635,322.93	14,220,000 Common Shares with a fair market value of \$0.20 per Common Share and 18,956,614.65 Series I Preferred Shares with a fair market value of \$0.20 per Series I Preferred Share.
10 Class A Common shares in the capital stock of 1421527 Alberta Ltd. held by 991799 Alberta Ltd.	\$10.00	\$10.00	\$737,258.10	1,580,000 Common Shares with a fair market value of \$0.20 per Common Share and 2,106,290.50 Series I Preferred Shares with a fair market value of \$0.20 per Series I Preferred Share.
Shareholder loan payable from 1421526 Alberta Ltd. to Lui Holdings Corporation			\$3,457,206.68	17,286,033.40 Series II Preferred Shares with a fair market value of \$0.20 per Series II Preferred Share.
Shareholder loan payable from 1421526 Alberta Ltd. to 991799 Alberta Ltd.			\$498,635.00	2,493,175.00 Series II Preferred Shares with a fair market value of \$0.20 per Series II Preferred Share.
Total	\$100.00	\$100.00	\$11,328,422.71	

PURCHASER CONSIDERATION SHARES

1. 15,800,000 Common Shares of the Purchaser (14,220,000 to Lui Holdings Corporation and 1,580,000 to 991799 Alberta Ltd.) having an aggregate stated capital of \$3,160,000; and
 2. 21,062,905.15 Series I Preferred Shares of the Purchaser (18,956,614.65 to Lui Holdings Corporation and 2,106,290.50 to 991799 Alberta Ltd.) having an aggregate stated capital of \$4,212,581.03.
-

SERIES II PREFERRED SHARE CONSIDERATION

1. 19,779,208.40 Series II Preferred Shares of the Purchaser (17,286,033.40 to Lui Holdings Corporation and 2,493,175.00 to 991799 Alberta Ltd.) having an aggregate stated capital of \$3,955,861.68.
-

ENCUMBRANCES

NIL

EXHIBIT “B”

Ancillary Share Purchase Agreement

TRANSFER WITHIN ESCROW AGREEMENT

THIS AGREEMENT is made as of the ____ day of _____, 2020.

BETWEEN:

(the "Purchaser(s)"); AND

**Theodore Geier, Perla Woo, Robert Libin, Karen Stewart, Jim Pletcher, Elly Pletcher,
Kevin Saskiw and David Mackenzie**
(collectively, the "Vendors"); AND

Trusted Brand 2016 Inc. ("Trusted Brand").

WHEREAS the Vendors hold an aggregate of 1,819,200 common shares of Trusted Brand (collectively, the "**Shares**") that are subject to a CPC Escrow Agreement dated May 3, 2016 (the "**Escrow Agreement**"), attached hereto as Schedule "A";

AND WHEREAS Trusted Brand, 1421526 Ltd., Lui Holdings Corporation and 991799 Alberta Ltd. entered into a share purchase agreement dated June 18, 2020 (the "**SPA**");

AND WHEREAS the entering into and closing of the purchase and sale of the Shares contemplated herein is a condition of the closing of the matters contemplated under the SPA;

NOW THEREFOR THE PARTIES AGREE AS FOLLOWS:

1. The Vendors hereby agree to sell and the Purchasers hereby agree to purchase the Shares (in the proportions set out in Schedule "B" hereto) for an aggregate consideration of ● dollars (\$●) or twenty cents (\$0.20) per Share, payable upon the later of the closing of the matters contemplated under the SPA and the receipt of all required approvals pursuant to the Escrow Agreement.
2. In the event that not all of the Shares are transacted, then the total number of Shares which are purchased by the Purchaser(s) shall be purchased on a pro rata basis from the Vendors.
3. Trusted Brand will, on behalf of the Vendors and the Purchaser(s), and during the course of seeking the approval of the TSX Venture Exchange (the "Exchange") in respect of the transactions contemplated under the SPA, apply to the Exchange for the approval of the transfer in escrow of the Shares, including the filing of the Exchange Form 5E, *Agreement By Escrow Transferee To Be Bound By Escrow Agreement*, such approval being a condition precedent to the completion of the purchase and sale of the Shares hereunder.
4. Trusted Brand acknowledges and agrees that the purchase of any of the Shares contemplated herein pursuant to the SPA is conditional upon the closing of Trusted Brand's qualifying transaction and Trusted Brand hereby agrees to use its best efforts to take all steps necessary in obtaining the required approvals.
5. This Agreement shall be binding on and enure to the benefit of both parties and their respective successors and permitted assigns.

6. This Agreement and the rights or obligations of the parties hereunder may not be assigned without the prior written consent of the other parties hereto.
7. Unless otherwise indicated, all dollar amounts referred to in this Agreement are in Canadian funds.
8. If one or more provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein.

Counterparts. This Agreement may be executed and delivered in one or more counterparts, in original or facsimile form, each of which when so executed and delivered shall be an original and such counterparts shall together constitute one and the same instrument.

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

Witness

Theodore (Ted) Geier

Witness

Perla Woo

Witness

Robert Libin

Witness

Karen Stewart

Witness

Jim Pletcher

Witness

Executor/executrix for the estate of Elly Pletcher

Witness

Kevin Saskiw

Witness

David Mackenzie

TRUSTED BRAND 2016 INC.

per _____
Theodore (Ted) Geier
Chief Executive Officer

PURCHASER

**If a Corporation, Partnership or other
Entity:**

Name of Purchaser

Signature of Person Signing

Name of and Title of Person Signing

If an Individual:

Name of Purchaser

Signature

SCHEDULE "A"

CPC ESCROW AGREEMENT DATED MAY 3, 2016

FORM 2F CPC ESCROW AGREEMENT

THIS AGREEMENT is made as of May 03, 2016,

AMONG:

TRUSTED BRAND 2016 INC., (the "Issuer")

AND:

COMPUTERSHARE TRUST COMPANY OF CANADA (the "Escrow Agent")

AND:

EACH OF THE UNDERSIGNED SECURITYHOLDERS OF THE ISSUER
(a Securityholder or you)

(collectively, the "Parties")

This Agreement is being entered into by the Parties under Exchange Policy 2.4 - *Capital Pool Companies* (the **Policy**) in connection with a listing of a Capital Pool Company on the TSX Venture Exchange (the **Exchange**).

For good and valuable consideration, the Parties agree as follows:

PART 1 ESCROW

1.1 Appointment of Escrow Agent

The Issuer and the Securityholders appoint the Escrow Agent to act as escrow agent under this Agreement. The Escrow Agent accepts the appointment.

1.2 Deposit of Escrow Securities in Escrow

- (1) You are depositing the securities (**escrow securities**) listed opposite your name in Schedule "A" with the Escrow Agent to be held in escrow under this Agreement. You will immediately deliver or cause to be delivered to the Escrow Agent any share certificates or other evidence of these securities which you have or which you may later receive.

- (2) If you receive any shares of the Issuer upon exercise of a stock option granted by the Issuer prior to Completion of the Qualifying Transaction, (**option securities**) you will deposit them with the Escrow Agent. You will deliver or cause to be delivered to the Escrow Agent any share certificates or other evidence of those option securities. When this Agreement refers to **escrow securities**, it includes option securities.
- (3) If you receive any other securities (**additional escrow securities**):
- (a) as a dividend or other distribution on escrow securities;
 - (b) on the exercise of a right of purchase, conversion or exchange attaching to escrow securities, including securities received on conversion of special warrants;
 - (c) on a subdivision, or compulsory or automatic conversion or exchange of escrow securities; or
 - (d) from a successor issuer in a business combination, if Part 7 of this Agreement applies,

you will deposit them in escrow with the Escrow Agent. You will deliver or cause to be delivered to the Escrow Agent any share certificates or other evidence of those additional escrow securities. When this Agreement refers to **escrow securities**, it includes additional escrow securities.

- (4) You will immediately deliver to the Escrow Agent any replacement share certificates or other evidence of option securities or additional escrow securities issued to you.

1.3 Direction to Escrow Agent

The Issuer and the Securityholders direct the Escrow Agent to hold the escrow securities in escrow until they are released from escrow under this Agreement.

PART 2 RELEASE OF ESCROW SECURITIES

2.1 Release Provisions

The provisions of Schedule B(1) - CPC Escrow Securities and Schedule B(2) - Tier 1 Issuer Escrow Securities, are incorporated into and form part of this Agreement.

2.2 Release Provisions for Option Securities

The Escrow Agent will release any option securities upon receiving notice from the Exchange that the Issuer has completed a Qualifying Transaction.

2.3 Additional escrow securities

If you acquire additional escrow securities in connection with the transaction to which this agreement relates, those securities will be added to the securities already in escrow, to increase the number of remaining escrow securities. After that, all of the escrow securities will be released in accordance with the applicable release schedule.

2.4 Delivery of Share Certificates for Escrow Securities

The Escrow Agent will send to each Securityholder any share certificates or other evidence of that Securityholder's escrow securities in the possession of the Escrow Agent released from escrow as soon as reasonably practicable after the release.

2.5 Replacement Certificates

If, on the date a Securityholder's escrow securities are to be released, the Escrow Agent holds a share certificate or other evidence representing more escrow securities than are to be released, the Escrow Agent will deliver the share certificate or other evidence to the Issuer or its transfer agent and request replacement share certificates or other evidence. The Issuer will cause replacement share certificates or other evidence to be prepared and delivered to the Escrow Agent. After the Escrow Agent receives the replacement share certificates or other evidence, the Escrow Agent will send to the Securityholder or at the Securityholder's direction, the replacement share certificate or other evidence of the escrow securities released. The Escrow Agent and Issuer will act as soon as reasonably practicable.

2.6 Release upon Death

- (1) If a Securityholder dies, the Securityholder's escrow securities will be released from escrow. The Escrow Agent will deliver any share certificates or other evidence of the escrow securities in the possession of the Escrow Agent to the Securityholder's legal representative provided that:
 - (a) the legal representative of the deceased Securityholder provides written notice to the Exchange of the intent to release the escrow securities as at a specified date which is at least 10 business days and not more than 30 business days prior to the proposed release; and
 - (b) the Exchange does not provide notice of its objection to the Escrow Agent prior to 10:00 a.m. (Vancouver time) or 11:00 a.m. (Calgary time) on such specified date.

- (2) Prior to delivery the Escrow Agent must receive:
 - (a) a certified copy of the death certificate; and
 - (b) any evidence of the legal representative's status that the Escrow Agent may reasonably require.

2.7 Exchange Discretion to Terminate

If the Escrow Agent receives a request from the Exchange to halt or terminate the release of escrow securities from escrow, then the Escrow Agent will comply with that request, and will not release any escrow securities from escrow until it receives the written consent of the Exchange.

2.8 Discretionary Applications

The Exchange may consent to the release from escrow of escrow securities in other circumstances and on terms and on conditions it deems appropriate. Escrow securities may be released from escrow provided that the Escrow Agent receives written notice from the Exchange.

PART 3 EARLY RELEASE ON CHANGE OF ISSUER STATUS

3.1 Early Release – Graduation to Tier 1

- (1) When a CPC or Resulting Issuer becomes a Tier 1 Issuer, the release schedule for its escrow securities changes.
- (2) If the Issuer reasonably believes that it meets the Initial Listing Requirements of a Tier 1 Issuer as described in Policy 2.1 – *Initial Listing Requirements*, the Issuer may make application to the Exchange to be listed as a Tier 1 Issuer. The Issuer must also concurrently provide notice to the Escrow Agent that it is making such an application.
- (3) If the graduation to Tier 1 is accepted by the Exchange, the Exchange will issue an Exchange Bulletin confirming final acceptance for listing of the Issuer on Tier 1. Upon issuance of this Bulletin the Issuer must immediately:
 - (a) issue a news release disclosing:
 - (i) that it has been accepted for graduation to Tier 1; and
 - (ii) the number of escrow securities to be released and the dates of release under the new schedule; and
 - (b) provide the news release, together with a copy of the Exchange Bulletin, to the Escrow Agent.
- (4) Upon completion of the steps in section 3.1(3) above, the Issuer's release schedule B(1) will be replaced with release schedule B(2).

- (5) Within 10 days of the Exchange Bulletin confirming the Issuer's listing on Tier 1, the Escrow Agent must release any escrow securities from escrow which under the new release schedule would have been releasable at a date prior to the Exchange Bulletin.

PART 4 CANCELLATION OF ESCROWED SECURITIES

4.1 Delisting of the CPC

If the Issuer fails to complete a Qualifying Transaction, as defined in the applicable Exchange Policy, within 24 months following the date of listing of the Issuer and the Exchange issues an Exchange Bulletin that the Issuer will be delisted, the Issuer must immediately notify the Escrow Agent.

4.2 Cancellation of Certain Escrow Securities Held by Related Parties of the CPC

- (1) If the Issuer is delisted prior to Completion of a Qualifying Transaction,
- (a) the Escrow Agent will deliver a notice to the Issuer, including any certificates possessed by the Escrow Agent which evidence the escrow securities held by Related Parties to the CPC which were purchased prior to the IPO of the CPC at a discount to the IPO price (the **Discount Seed Shares**); and
 - (b) the Issuer and the Escrow Agent must take such action as is necessary to cancel the Discount Seed Shares pursuant to the Policy.
- (2) For the purposes of cancellation of Discount Seed Shares, each Securityholder irrevocably appoints the Escrow Agent as his or her attorney, with authority to appoint substitute attorneys, as necessary.

4.3 Cancellation of Other Escrow Securities

- (1) Any escrow securities which have not been released from escrow under this Agreement as at 4:30 p.m. (Vancouver time) or 5:30 p.m. (Calgary time) on the date which is the 10th anniversary of the date of delisting from the Exchange must immediately be cancelled. The Escrow Agent must deliver a notice to the Issuer, including any certificates possessed by the Escrow Agent which evidence the escrowed securities. The Issuer and Escrow Agent must take all actions as may be necessary to expeditiously effect cancellation.
- (2) For the purposes of cancellation of escrow securities under this Agreement, each Securityholder hereby irrevocably appoints the Escrow Agent as his or her attorney, with authority to appoint substitute attorneys, as necessary.
-

PART 5. DEALING WITH ESCROW SECURITIES

5.1 Restriction on Transfer

Unless it is expressly permitted in this Agreement, you will not sell, transfer, assign, mortgage, enter into a derivative transaction concerning, or otherwise deal in any way with your escrow securities or any related share certificates or other evidence of the escrow securities. If a Securityholder is a private company controlled by one or more Principals of the Issuer, the Securityholder may not participate in a transaction that results in a change of its control or a change in the economic exposure of the Principals to the risks of holding escrow securities.

5.2 Pledge, Mortgage or Charge as Collateral for a Loan

Subject to Exchange Acceptance, you may pledge, mortgage or charge your escrow securities to a financial institution as collateral for a loan, provided that no escrow securities or any share certificates or other evidence of escrow securities will be transferred or delivered by the Escrow Agent to the financial institution for this purpose. The loan agreement must provide that the escrow securities will remain in escrow if the lender realizes on the escrow securities to satisfy the loan.

5.3 Voting of Escrow Securities

Although you may exercise voting rights attached to your escrow securities, you may not, while your securities are held in escrow, exercise voting rights attached to any securities (whether in escrow or not) in support of one or more arrangements that would result in the repayment of capital being made on the escrow securities prior to a winding up of the Issuer.

5.4 Dividends on Escrow Securities

You may receive a dividend or other distribution on your escrow securities, and elect the manner of payment from the standard options offered by the Issuer. If the Escrow Agent receives a dividend or other distribution on your escrow securities, other than additional escrow securities, the Escrow Agent will pay the dividend or other distribution to you on receipt.

5.5 Exercise of Other Rights Attaching to Escrow Securities

You may exercise your rights to exchange or convert your escrow securities in accordance with this agreement.

PART 6 PERMITTED TRANSFERS WITHIN ESCROW

6.1 Transfer to Directors and Senior Officers

- (1) You may transfer escrow securities within escrow to existing or, upon their appointment, incoming directors or senior officers of the Issuer or any of its material operating subsidiaries, if the Issuer's board of directors has approved the transfer and provided that:
 - (a) you make application under the applicable Exchange Policy of the intent to transfer at least 10 business days and not more than 30 business days prior to the date of the proposed transfer; and
 - (b) the Exchange does not provide notice of its objection to the Escrow Agent prior to 10:00 a.m. (Vancouver time) or 11:00 a.m. (Calgary time) on such specified date.
- (2) Prior to the transfer the Escrow Agent must receive:
 - (a) a certified copy of the resolution of the board of directors of the Issuer approving the transfer;
 - (b) a certificate signed by a director or officer of the Issuer authorized to sign, stating that the transfer is to a director or senior officer of the Issuer or a material operating subsidiary and that any required acceptance from the Exchange on which the Issuer is listed has been received;
 - (c) an acknowledgment in the form of Form 5E signed by the transferee; and
 - (d) a transfer power of attorney, completed and executed by the transferor in accordance with the requirements of the Issuer's transfer agent.
- (3) A transfer within escrow is a trade within the meaning of securities legislation and may require an exemption or discretionary order.

6.2 Transfer to Other Principals

- (1) You may transfer escrow securities within escrow:
 - (a) to a person or company that before the proposed transfer holds more than 20% of the voting rights attached to the Issuer's outstanding securities; or
 - (b) to a person or company that after the proposed transfer
 - (i) will hold more than 10% of the voting rights attached to the Issuer's outstanding securities, and

- (ii) has the right to elect or appoint one or more directors or senior officers of the Issuer or any of its material operating subsidiaries,

provided that:

- (a) you make application under the applicable Exchange Policy of the intent to transfer at least 10 business days and not more than 30 business days prior to the date of the proposed transfer; and
 - (b) the Exchange does not provide notice of its objection to the Escrow Agent prior to 10:00 a.m. (Vancouver time) or 11:00 a.m. (Calgary time) on such specified date.
- (2) Prior to the transfer the Escrow Agent must receive:
- (a) a certificate signed by a director or officer of the Issuer authorized to sign, stating that:
 - (i) the transfer is to a person or company that the officer believes, after reasonable investigation, holds more than 20% of the voting rights attached to the Issuer's outstanding securities before the proposed transfer; or
 - (ii) the transfer is to a person or company that:
 - (A) the officer believes, after reasonable investigation, will hold more than 10% of the voting rights attached to the Issuer's outstanding securities; and
 - (B) has the right to elect or appoint one or more directors or senior officers of the Issuer or any of its material operating subsidiariesafter the proposed transfer; and
 - (iii) any required approval from the Exchange has been received;
 - (b) an acknowledgment in the form of Form 5E signed by the transferee; and
 - (c) a transfer power of attorney, completed and executed by the transferor in accordance with the requirements of the Issuer's transfer agent.
-

6.3 Transfer upon Bankruptcy

- (1) You may transfer escrow securities within escrow to a trustee in bankruptcy or another person or company entitled to escrow securities on bankruptcy provided that
 - (a) you make application under the applicable Exchange Policy of the intent to transfer at least 10 business days and not more than 30 business days prior to the date of the proposed transfer; and
 - (b) the Exchange does not provide notice of its objection to the Escrow Agent prior to 10:00 a.m. (Vancouver time) or 11:00 a.m. (Calgary time) on such specified date.
- (2) Prior to the transfer, the Escrow Agent must receive:
 - (a) a certified copy of either
 - (i) the assignment in bankruptcy filed with the Superintendent of Bankruptcy, or
 - (ii) the receiving order adjudging the Securityholder bankrupt;
 - (b) a certified copy of a certificate of appointment of the trustee in bankruptcy;
 - (c) a transfer power of attorney, duly completed and executed by the transferor in accordance with the requirements of the Issuer's transfer agent; and
 - (d) an acknowledgment in the form of Form 5E signed by
 - (i) the trustee in bankruptcy or
 - (ii) on direction from the trustee, with evidence of that direction attached to the acknowledgment form, another person or company legally entitled to the escrow securities.

6.4 Transfer Upon Realization of Pledged, Mortgaged or Charged Escrow Securities

- (1) You may transfer within escrow to a financial institution provided that:
 - (a) you make application under the applicable Exchange Policy of the intent to transfer at least 10 business days and not more than 30 business days prior to the date of the proposed transfer; and
 - (b) the Exchange does not provide notice of its objection to the Escrow Agent prior to 10:00 a.m. (Vancouver time) or 11:00 a.m. (Calgary time) on such specified date.
-

- (2) Prior to the transfer the Escrow Agent must receive:
- (a) a statutory declaration of an officer of the financial institution that the financial institution is legally entitled to the escrow securities;
 - (b) evidence that the Exchange has accepted the pledge, mortgage or charge of escrow securities to the financial institution;
 - (c) a transfer power of attorney, executed by the transferor in accordance with the requirements of the Issuer's transfer agent;
- and
- (d) an acknowledgement in the form of Form 5E signed by the financial institution.

6.5 Transfer to Certain Plans and Funds

- (1) You may transfer escrow securities within escrow to or between a registered retirement savings plan (RRSP), registered retirement income fund (RRIF) or other similar registered plan or fund with a trustee, where the beneficiaries of the plan or fund are limited to you and your spouse, children and parents provided that.
- (a) you make application under the applicable Exchange Policy of the intent to transfer at least 10 business days and not more than 30 business days prior to the date of the proposed transfer; and
 - (b) the Exchange does not provide notice of its objection to the Escrow Agent prior to 10:00 a.m. (Vancouver time) or 11:00 a.m. (Calgary time) on such specified date.
- (2) Prior to the transfer the Escrow Agent must receive:
- (a) evidence from the trustee of the transferee plan or fund, or the trustee's agent, stating that, to the best of the trustee's knowledge, the annuitant of the RRSP or RRIF or the beneficiaries of the other registered plan or fund do not include any person or company other than you and your spouse, children and parents;
 - (b) a transfer power of attorney, executed by the transferor in accordance with the requirements of the Issuer's transfer agent; and
 - (c) an acknowledgement in the form of Form 5E signed by the trustee of the plan or fund.
-

6.6 Effect of Transfer Within Escrow

After the transfer of escrow securities within escrow, the escrow securities will remain in escrow and released from escrow under this Agreement as if no transfer has occurred, on the same terms that applied before the transfer. The Escrow Agent will not deliver any share certificates or other evidence of escrow securities to the transferees under this Part 6.

6.7 Discretionary Applications

The Exchange may consent to the transfer within escrow of escrow securities in other circumstances and on such terms and conditions as it deems appropriate.

PART 7 BUSINESS COMBINATIONS

7.1 Business Combinations

This Part applies to the following (**business combinations**):

- (a) a formal take-over bid for all outstanding equity securities of the Issuer or which, if successful, would result in a change of control of the Issuer
- (b) a formal issuer bid for all outstanding equity securities of the Issuer
- (c) a statutory arrangement
- (d) an amalgamation
- (e) a merger
- (f) a reorganization that has an effect similar to an amalgamation or merger

7.2 Delivery to Escrow Agent

You may tender your escrow securities to a person or company in a business combination. At least five business days prior to the date the escrow securities must be tendered under the business combination, you must deliver to the Escrow Agent:

- (a) a written direction signed by you that directs the Escrow Agent to deliver to the depository under the business combination any share certificates or other evidence of the escrow securities, and a completed and executed cover letter or similar document and, where required, transfer power of attorney completed and executed for transfer in accordance with the requirements of the Issuer's depository, and any other documentation specified or provided by you and required to be delivered to the depository under the business combination;
- (b) written consent of the Exchange; and
- (c) any other information concerning the business combination as the Escrow Agent may reasonably require.

7.3 Delivery to Depositary

As soon as reasonably practicable, and in any event no later than three business days after the Escrow Agent receives the documents and information required under section 7.2, the Escrow Agent will deliver to the depositary, in accordance with the direction, any share certificates or other evidence of the escrow securities and a letter addressed to the depositary that

- (a) identifies the escrow securities that are being tendered;
- (b) states that the escrow securities are held in escrow;
- (c) states that the escrow securities are delivered only for the purposes of the business combination and that they will be released from escrow only after the Escrow Agent receives the information described in section 7.4;
- (d) if any share certificates or other evidence of the escrow securities have been delivered to the depositary, requires the depositary to return to the Escrow Agent, as soon as practicable, the share certificates or other evidence of escrow securities that are not released from escrow into the business combination; and
- (e) where applicable, requires the depositary to deliver or cause to be delivered to the Escrow Agent, as soon as practicable, share certificates or other evidence of additional escrow securities that you acquire under the business combination.

7.4 Release of Escrow Securities to Depositary

- (1) The Escrow Agent will release from escrow the tendered escrow securities provided that:
 - (a) you or the Issuer make application under the applicable Exchange Policy of the intent to release the tendered securities on a date at least 10 business days and not more than 30 business days prior to the date of the proposed release date; and
 - (b) the Exchange does not provide notice of its objection to the Escrow Agent prior to 10:00 a.m. (Vancouver time) or 11:00 a.m. (Calgary time) on such specified date;
 - (c) the Escrow Agent receives a declaration signed by the depositary or, if the direction identifies the depositary as acting on behalf of another person or company in respect of the business combination, by that other person or company, that
 - (i) the terms and conditions of the business combination have been met or waived; and
 - (ii) the escrow securities have either been taken up and paid for or are subject to an unconditional obligation to be taken up and paid for under the business combination.

7.5 Escrow of New Securities

If you receive securities ("**new securities**") of another issuer ("**successor issuer**") in exchange for your escrow securities, the new securities will be subject to escrow in substitution for the tendered escrow securities.

7.6 Release from Escrow of New Securities

- (1) The Escrow Agent will send to a Securityholder share certificates or other evidence of the Securityholder's new securities as soon as reasonably practicable after the Escrow Agent receives:
 - (a) a certificate from the successor issuer signed by a director or officer of the successor issuer authorized to sign
 - (i) stating that it is a successor issuer to the Issuer as a result of a business combination;
 - (ii) containing a list of the securityholders whose new securities are subject to escrow under section 7.5;
 - (iii) containing a list of the securityholders whose new securities are not subject to escrow under section 7.5; and
 - (b) written confirmation from the Exchange that it has accepted the list of Securityholders whose new securities are not subject to escrow under section 7.5; and
- (2) If your new securities are subject to escrow, unless subsection (3) applies, the Escrow Agent will hold your new securities in escrow on the same terms and conditions, including release dates, as applied to the escrow securities that you exchanged.
- (3) If the Issuer is a Tier 2 Issuer, and the successor issuer is a Tier 1 Issuer, the release provisions relating to graduation will apply.

PART 8 RESIGNATION OF ESCROW AGENT

8.1 Resignation of Escrow Agent

- (1) If the Escrow Agent wishes to resign as escrow agent, the Escrow Agent will give written notice to the Issuer and the Exchange.
- (2) If the Issuer wishes to terminate the Escrow Agent as escrow agent, the Issuer will give written notice to the Escrow Agent and the Exchange.

- (3) If the Escrow Agent resigns or is terminated, the Issuer will be responsible for ensuring that the Escrow Agent is replaced not later than the resignation or termination date by another escrow agent that is acceptable to the Exchange and that has accepted such appointment, which appointment will be binding on the Issuer and the Securityholders.
- (4) The resignation or termination of the Escrow Agent will be effective, and the Escrow Agent will cease to be bound by this Agreement, on the date that is 60 days after the date of receipt of the notices referred to above by the Escrow Agent or Issuer, as applicable, or on such other date as the Escrow Agent and the Issuer may agree upon (the “resignation or termination date”), provided that the resignation or termination date will not be less than 10 business days before a release date.
- (5) If the Issuer has not appointed a successor escrow agent within 60 days of the resignation or termination date, the Escrow Agent will apply, at the Issuer’s expense, to a court of competent jurisdiction for the appointment of a successor escrow agent, and the duties and responsibilities of the Escrow Agent will cease immediately upon such appointment.
- (6) On any new appointment under this section, the successor Escrow Agent will be vested with the same powers, rights, duties and obligations as if it had been originally named herein as Escrow Agent, without any further assurance, conveyance, act or deed. The predecessor Escrow Agent, upon receipt of payment for any outstanding account for its services and expenses then unpaid, will transfer, deliver and pay over to the successor Escrow Agent, who will be entitled to receive, all securities, records or other property on deposit with the predecessor Escrow Agent in relation to this Agreement and the predecessor Escrow Agent will thereupon be discharged as Escrow Agent.
- (7) If any changes are made to Part 9 of this Agreement as a result of the appointment of the successor Escrow Agent, those changes must not be inconsistent with the Policy and the terms of this Agreement and the Issuer to this Agreement will file a copy of the new Agreement with the securities regulators with jurisdiction over this Agreement and the escrow securities.

PART 9 OTHER CONTRACTUAL ARRANGEMENTS

9.1 Escrow Agent Not a Trustee

The Escrow Agent accepts duties and responsibilities under this Agreement, and the escrow securities and any share certificates or other evidence of these securities, solely as a custodian, bailee and agent. No trust is intended to be, or is or will be, created hereby and the Escrow Agent shall owe no duties hereunder as a trustee.

9.2 Escrow Agent Not Responsible for Genuineness

The Escrow Agent will not be responsible or liable in any manner whatever for the sufficiency, correctness, genuineness or validity of any escrow security deposited with it.

9.3 Escrow Agent Not Responsible for Furnished Information

The Escrow Agent will have no responsibility for seeking, obtaining, compiling, preparing or determining the accuracy of any information or document, including the representative capacity in which a party purports to act, that the Escrow Agent receives as a condition to a release from escrow or a transfer of escrow securities within escrow under this Agreement.

9.4 Escrow Agent Not Responsible after Release

The Escrow Agent will have no responsibility for escrow securities that it has released to a Securityholder or at a Securityholder's direction according to this Agreement.

9.5 Indemnification of Escrow Agent

The Issuer and each Securityholder hereby jointly and severally agree to indemnify and hold harmless the Escrow Agent, its affiliates, and their current and former directors, officers, employees and agents from and against any and all claims, demands, losses, penalties, costs, expenses, fees and liabilities, including, without limitation, legal fees and expenses, directly or indirectly arising out of, in connection with, or in respect of, this Agreement, except where same result directly and principally from gross negligence, willful misconduct or bad faith on the part of the Escrow Agent. This indemnity survives the release of the escrow securities, the resignation or termination of the Escrow Agent and the termination of this Agreement.

9.6 Additional Provisions

(1) The Escrow Agent will be protected in acting and relying reasonably upon any notice, direction, instruction, order, certificate, confirmation, request, waiver, consent, receipt, statutory declaration or other paper or document (collectively referred to as "Documents") furnished to it and purportedly signed by any officer or person required to or entitled to execute and deliver to the Escrow Agent any such Document in connection with this Agreement, not only as to its due execution and the validity and effectiveness of its provisions, but also as to the truth or accuracy of any information therein contained, which it in good faith believes to be genuine.

(2) The Escrow Agent will not be bound by any notice of a claim or demand with respect thereto, or any waiver, modification, amendment, termination or rescission of this Agreement unless received by it in writing, and signed by the other Parties and approved by the Exchange, and, if the duties or indemnification of the Escrow Agent in this Agreement are affected, unless it has given its prior written consent.

(3) The Escrow Agent may consult with or retain such legal counsel and advisors as it may reasonably require for the purpose of discharging its duties or determining its rights under this Agreement and may rely and act upon the advice of such counsel or advisor. The Escrow Agent will give written notice to the Issuer as soon as practicable that it has retained legal counsel or other advisors. The Issuer will pay or reimburse the Escrow Agent for any reasonable fees, expenses and disbursements of such counsel or advisors.

(4) In the event of any disagreement arising under the terms of this Agreement, the Escrow Agent will be entitled, at its option, to refuse to comply with any and all demands whatsoever until the dispute is settled either by a written agreement among the Parties or by a court of competent jurisdiction.

(5) The Escrow Agent will have no duties or responsibilities except as expressly provided in this Agreement and will have no duty or responsibility under the Policy or arising under any other agreement, including any agreement referred to in this Agreement, to which the Escrow Agent is not a party.

(6) The Escrow Agent will have the right not to act and will not be liable for refusing to act unless it has received clear and reasonable documentation that complies with the terms of this Agreement. Such documentation must not require the exercise of any discretion or independent judgment.

(7) The Escrow Agent is authorized to cancel any share certificate delivered to it and hold such Securityholder's escrow securities in electronic, or uncertificated form only, pending release of such securities from escrow.

(8) The Escrow Agent will have no responsibility with respect to any escrow securities in respect of which no share certificate or other evidence or electronic or uncertificated form of these securities has been delivered to it, or otherwise received by it.

(9) Any entity resulting from the merger, amalgamation or continuation of Computershare or succeeding to all or substantially all of its transfer agency business (by sale of such business or otherwise), shall thereupon automatically become the Escrow Agent hereunder without further act or formality. This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their successors and assigns.

9.7 Limitation of Liability of Escrow Agent

The Escrow Agent will not be liable to any of the Parties hereunder for any action taken or omitted to be taken by it under or in connection with this Agreement, except for losses directly, principally and immediately caused by its bad faith, willful misconduct or gross negligence. Under no circumstances will the Escrow Agent be liable for any special, indirect, incidental, consequential, exemplary, aggravated or punitive losses or damages hereunder, including any loss of profits, whether foreseeable or unforeseeable. Notwithstanding the foregoing or any other provision of this Agreement, in no event will the collective liability of the Escrow Agent under or in connection with this Agreement to any one or more Parties, except for losses directly caused by its bad faith or willful misconduct, exceed the amount of its annual fees under this Agreement or the amount of three thousand dollars (\$3,000.00), whichever amount shall be greater.

9.8 Remuneration of Escrow Agent

The Issuer will pay the Escrow Agent reasonable remuneration for its services under this Agreement, which fees are subject to revision from time to time on 30 days' written notice. The Issuer will reimburse the Escrow Agent for its expenses and disbursements. Any amount due under this section and unpaid 30 days after request for such payment, will bear interest from the expiration of such period at a rate per annum equal to the then current rate charged by the Escrow Agent, payable on demand.

PART 10 INDEMNIFICATION OF THE EXCHANGE

10.1 Indemnification

- (1) The Issuer and each Securityholder jointly and severally:
 - (a) release, indemnify and save harmless the Exchange from all costs (including legal cost, expenses and disbursements), charges, claims, demands, damages, liabilities, losses and expenses incurred by the Exchange;
 - (b) agree not to make or bring a claim or demand, or commence any action, against the Exchange; and
 - (c) agree to indemnify and save harmless the Exchange from all costs (including legal costs) and damages that the Exchange incurs or is required by law to pay as a result of any person's claim, demand or action,

arising from any and every act or omission committed or omitted by the Exchange, in connection with this Agreement, even if said act or omission was negligent, or constituted a breach of the terms of this Agreement.

- (2) This indemnity survives the release of the escrow securities and the termination of this Agreement.

PART 11 NOTICES

11.1 Notice to Escrow Agent

Documents will be considered to have been delivered to the Escrow Agent on the next business day following the date of transmission, if delivered by fax, the date of delivery, if delivered by hand or by prepaid courier, or 5 business days after the date of mailing, if delivered by mail, to the following:

Computershare Trust Company of Canada.
Manager, Client Services
530 – 8th Avenue SW
Calgary, Alberta, T2P 3S8

Fax: 403-267-6529

11.2 Notice to Issuer

Documents will be considered to have been delivered to the Issuer on the next business day following the date of transmission, if delivered by fax, the date of delivery, if delivered by hand during normal business hours or by prepaid courier, or 5 business days after the date of mailing, if delivered by mail, to the following:

Karen Stewart, CEO
c/o 200, 805 - 1 Street SW
Calgary AB T2P 7N2

tel: 403-561-3355

11.3 Deliveries to Securityholders

Documents will be considered to have been delivered to a Securityholder on the date of delivery, if delivered by hand or by prepaid courier, or 5 business days after the date of mailing, if delivered by mail, to the address on the Issuer's share register.

Any share certificates or other evidence of a Securityholder's escrow securities will be sent to the Securityholder's address on the Issuer's share register unless the Securityholder has advised the Escrow Agent in writing otherwise at least ten business days before the escrow securities are released from escrow. The Issuer will provide the Escrow Agent with each securityholder's address as listed on the Issuer's share register.

11.4 Change of Address

- (1) The Escrow Agent may change its address for delivery by delivering notice of the change of address to the Issuer and to each Securityholder.
 - (2) The Issuer may change its address for delivery by delivering notice of the change of address to the Escrow Agent and to each Securityholder.
-
- (3) A Securityholder may change that Securityholder's address for delivery by delivering notice of the change of address to the Issuer and to the Escrow Agent.

11.5 Postal Interruption

A party to this Agreement will not mail a Document if the party is aware of an actual or impending disruption of postal service.

PART 12 GENERAL

12.1 Interpretation – holding securities

Unless the context otherwise requires, all capitalized terms that are not otherwise defined in this Agreement, shall have the meanings as defined in Policy 1.1 - *Interpretation* or in Policy 5.4 - *Escrow, Vendor Consideration and Resale Restrictions*.

When this Agreement refers to securities that a Securityholder “holds”, it means that the Securityholder has direct or indirect beneficial ownership of or control or direction over the securities.

12.2 Enforcement by Third Parties

The Issuer enters this Agreement both on its own behalf and as trustee for the Exchange and the Securityholders of the Issuer, and this Agreement may be enforced by either the Exchange, or the Securityholders of the Issuer, or both.

12.3 Termination, Amendment, and Waiver of Agreement

- (1) Subject to subsection 12.3(3), this Agreement shall only terminate:
 - (a) with respect to all the Parties:
 - (i) as specifically provided in this Agreement;
 - (ii) subject to section 12.3(2), upon the agreement of all Parties; or
 - (iii) when the escrow securities of all Securityholders have been released from escrow pursuant to this Agreement; and
 - (b) with respect to a Party:
 - (i) as specifically provided in this Agreement; or
 - (ii) if the Party is a Securityholder, when all of the Securityholder’s escrow securities have been released from escrow pursuant to this Agreement.
-
- (2) An agreement to terminate this Agreement pursuant to section 12.3(1)(a)(ii) shall not be effective unless and until the agreement to terminate
 - (a) is evidenced by a memorandum in writing signed by all Parties;

- (b) if the Issuer is listed on the Exchange, the termination of this Agreement has been consented to in writing by the Exchange; and
 - (c) has been approved by a majority vote of securityholders of the Issuer excluding in each case, Securityholders.
- (3) Notwithstanding any other provision in this Agreement, the obligations set forth in section 10.1 shall survive the termination of this Agreement and the resignation or removal of the Escrow Agent.
- (4) No amendment or waiver of this Agreement or any part of this Agreement shall be effective unless the amendment or waiver:
 - (a) is evidenced by a memorandum in writing signed by all Parties;
 - (b) if the Issuer is listed on the Exchange, the amendment or waiver of this Agreement has been approved in writing by the Exchange; and
 - (c) has been approved by a majority vote of securityholders of the Issuer excluding in each case, Securityholders.
- (5) No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision (whether similar or not), nor shall any waiver constitute a continuing waiver, unless expressly provided.

12.4 Severance of Illegal Provision

Any provision or part of a provision of this Agreement determined by a court of competent jurisdiction to be invalid, illegal or unenforceable shall be deemed stricken to the extent necessary to eliminate any invalidity, illegality or unenforceability, and the rest of the Agreement and all other provisions and parts thereof shall remain in full force and effect and be binding upon the parties hereto as though the said illegal and/or unenforceable provision or part thereof had never been included in this Agreement.

12.5 Further Assurances

The Parties will execute and deliver any further documents and perform any further acts reasonably requested by any of the Parties to this Agreement which are necessary to carry out the intent of this Agreement.

12.6 Time

Time is of the essence of this Agreement.

12.7 Consent of Exchange to Amendment

The Exchange must approve any amendment to this Agreement if the Issuer is listed on the Exchange at the time of the proposed amendment.

12.8 Additional Escrow Requirements

A Canadian exchange may impose escrow terms or conditions in addition to those set out in this Agreement.

12.9 Governing Laws

The laws of {insert principal jurisdiction} and the applicable laws of Canada will govern this Agreement.

12.10 Counterparts

The Parties may execute this Agreement by fax and in counterparts, each of which will be considered an original and all of which will be one agreement.

12.11 Singular and Plural

Wherever a singular expression is used in this Agreement, that expression is considered as including the plural or the body corporate where required by the context.

12.12 Language

This Agreement has been drawn up in the [English/French] language at the request of all parties. Cet acte a été rédigé en [anglais/français] à la demande de toutes les parties.

12.13 Benefit and Binding Effect

This Agreement will benefit and bind the Parties and their heirs, executors, administrators, successors and permitted assigns and all persons claiming through them as if they had been a Party to this Agreement.

12.14 Entire Agreement

This is the entire agreement among the Parties concerning the subject matter set out in this Agreement and supersedes any and all prior understandings and agreements.

12.15 Successor to Escrow Agent

Any corporation with which the Escrow Agent may be amalgamated, merged or consolidated, or any corporation succeeding to the business of the Escrow Agent will be the successor of the Escrow Agent under this Agreement without any further act on its part or on the part or any of the Parties, provided that the successor is recognized by the Exchange.

The Parties have executed and delivered this Agreement as of the date set out above.

COMPUTERSHARE TRUST COMPANY OF CANADA

Redacted

Authorized signatory

Redacted

Authorized signatory

TRUSTED BRAND 2016 INC.

Redacted

Karen Stewart

Redacted

Kevin Saskiw

If the Securityholder is an individual:

Signed, sealed and delivered by)

Ted Geier in the presence of:)

Peter SHKURATOFF)

Name)

Address)

Redacted)

Redacted)

Occupation)

Redacted

Theodore Geier

If the Securityholder is an individual:

Signed, sealed and delivered by)

Perla Woo in the presence of:)

_____))

Name)

_____))

Address)

_____))

_____))

Occupation)

_____))

Perla Woo

If the Securityholder is an individual:

Signed, sealed and delivered by)
Ted Geier in the presence of:)

_____))
Name)

_____))
Address)

_____))
Occupation)

_____))
Theodore Geier

If the Securityholder is an individual:

Signed, sealed and delivered by)
Perla Woo in the presence of:)

Helen Hou))
Name)

Redacted)
_____))
Address)

_____))

Redacted)
_____))
Occupation)

Redacted)
_____))
Perla Woo

If the Securityholder is an individual:

Signed, sealed and delivered by)
Robert Libin in the presence of:)
_____)
PERSICA JEAR)
Name)
_____)
Redacted)
Address)
_____)
_____)
Redacted)
Occupation)

Redacted _____
Robert Libin

If the Securityholder is an individual:

Signed, sealed and delivered by)
Karen Stewart in the presence of:)
_____)
Name)
_____)
Address)
_____)
_____)
Occupation)

_____)
Karen Stewart

If the Securityholder is an individual:

Signed, sealed and delivered by)
Robert Libin in the presence of:)
)
)
_____)
Name)
)
_____)
Address)
)
_____)
)
_____)
Occupation)

Robert Libin

If the Securityholder is an individual:

Signed, sealed and delivered by)
Karen Stewart in the presence of:)
)
Hillary Snider)
_____)
Name)
)
Redacted)
_____)
Address)
)
_____)
)
Redacted)
_____)
Occupation)

Redacted
Karen Stewart

If the Securityholder is an individual:

Signed, sealed and delivered by)
Jim Pletcher in the presence of:)

Gary Pletcher)
Name)

Redacted)
Address)

Redacted)
Occupation)

Redacted
Jim Pletcher

If the Securityholder is an individual:

Signed, sealed and delivered by)
Elly Pletcher in the presence of:)

Gary Pletcher)
Name)

Redacted)
Address)

Redacted)
Occupation)

Redacted
Elly Pletcher

If the Securityholder is an individual:

Signed, sealed and delivered by)
Kevin Saskiw in the presence of:)

Serada Russell-Baker)
Name)

Redacted)
Address)

Redacted)
Occupation)

Redacted)
Kevin Saskiw)

If the Securityholder is an individual:

Signed, sealed and delivered by)
David Mackenzie in the presence of:)

_____)
Name)

_____)
Address)

_____)
Occupation)

_____)
David Mackenzie)

If the Securityholder is an individual:

Signed, sealed and delivered by)
Kevin Saskiw in the presence of:)

_____))
Name)

_____))
Address)

_____))

_____))
Occupation)

Kevin Saskiw

If the Securityholder is an individual:

Signed, sealed and delivered by)
David Mackenzie in the presence of:)

Kent Hystad)
_____))
Name)

Redacted)
_____))
Address)

_____))
- 0 0)

Redacted)
_____))
Occupation)

Redacted
David Mackenzie

Schedule "A" to Escrow Agreement

Securityholder

Name: Theodore Geier

Signature: Redacted

Address for Notice: Redacted

Securities:

<i>Class or description</i>	<i>Number</i>	<i>Certificate(s) (if applicable)</i>
Common Shares	1,000,000	

Securityholder

Name: Perla Woo

Signature: _____

Address for Notice:

Securities:

<i>Class or description</i>	<i>Number</i>	<i>Certificate(s) (if applicable)</i>
Common Shares	240,000	

Schedule "A" to Escrow Agreement

Securityholder

Name: Theodore Geier

Signature: _____

Address for Notice:

Securities:

<i>Class or description</i>	<i>Number</i>	<i>Certificate(s) (if applicable)</i>
Common Shares	1,000,000	

Securityholder

Name: Perla Woo

Signature: Redacted

Address for Notice: Redacted

Securities:

<i>Class or description</i>	<i>Number</i>	<i>Certificate(s) (if applicable)</i>
Common Shares	240,000	

Securityholder

Name: Robert Libin

Signature: Redacted

Address for Notice: Redacted

Securities:

<i>Class or description</i>	<i>Number</i>	<i>Certificate(s) (if applicable)</i>
Common Shares	120,000	

Securityholder

Name: Karen Stewart

Signature: _____

Address for Notice:

Securities:

<i>Class or description</i>	<i>Number</i>	<i>Certificate(s) (if applicable)</i>
Common Shares	80,000	

Securityholder

Name: Robert Libin

Signature: _____

Address for Notice:

Securities:

<i>Class or description</i>	<i>Number</i>	<i>Certificate(s) (if applicable)</i>
Common Shares	120,000	

Securityholder

Name: Karen Stewart

Signature: Redacted

Address for Notice: Redacted

Securities:

<i>Class or description</i>	<i>Number</i>	<i>Certificate(s) (if applicable)</i>
Common Shares	80,000	

Securityholder

Name: Jim Pletcher

Signature: Redacted

Address for Notice: Redacted

Securities:

<i>Class or description</i>	<i>Number</i>	<i>Certificate(s) (if applicable)</i>
Common Shares	80,000	

Securityholder

Name: Elly Pletcher

Signature: Redacted

Address for Notice: Redacted

Securities:

<i>Class or description</i>	<i>Number</i>	<i>Certificate(s) (if applicable)</i>
Common Shares	80,000	

Securityholder

Name: Kevin Saskiw

Signature: Redacted

Address for Notice: Redacted

Securities:

<i>Class or description</i>	<i>Number</i>	<i>Certificate(s) (if applicable)</i>
Common Shares	40,000	

Securityholder

Name: David Mackenzie

Signature: _____

Address for Notice:

Securities:

<i>Class or description</i>	<i>Number</i>	<i>Certificate(s) (if applicable)</i>
Common Shares	40,000	

Securityholder

Name: Kevin Saskiw

Signature: _____

Address for Notice:

Securities:

<i>Class or description</i>	<i>Number</i>	<i>Certificate(s) (if applicable)</i>
Common Shares	40,000	

Securityholder

Name: David Mackenzie

Signature: Redacted

Address for Notice: Redacted

Securities:

<i>Class or description</i>	<i>Number</i>	<i>Certificate(s) (if applicable)</i>
Common Shares	40,000	

SCHEDULE B(1) – CPC ESCROW SECURITIES

RELEASE SCHEDULE

Timed Release

Release Dates	Percentage of Total Escrowed Securities to be Released	Total Number of Escrowed Securities to be Released
●, 2016	10%	168,000
●, 2016	15%	252,000
●, 2017	15%	252,000
●, 2017	15%	252,000
●, 2018	15%	252,000
●, 2018	15%	252,000
●, 2019	15%	252,000
TOTAL	100%	1,680,000

* In the simplest case, where there are no changes to the escrow securities initially deposited and no additional escrow securities, the release schedule outlined above results in the escrow securities being released in equal tranches of 15% after completion of the release on the date of the Final Exchange Bulletin.

** Escrow releases to be by DRS.

SCHEDULE B(2) – TIER 1 ISSUER - ESCROW SECURITIES

RELEASE SCHEDULE

Timed Release

Release Dates	Percentage of Total Escrowed Securities to be Released	Total Number of Escrowed Securities to be Released
•, 2016	25%	420,000
•, 2016	25%	420,000
•, 2017	25%	420,000
•, 2017	25%	420,000
TOTAL	100%	1,680,000

* In the simplest case, where there are no changes to the escrow securities initially deposited and no additional escrow securities, then the release schedule outlined above results in the escrow securities being released in equal tranches of 25%.

** Escrow releases to be by DRS.

SCHEDULE "B"

TRANSFER OF SHARES

Vendor	Purchaser	Number of Shares	Aggregate Consideration paid
Theodore (Ted) Geier			
Perla Woo			
Robert Libin			
Karen Stewart			
Jim Pletcher			
Elly Pletcher			
Kevin Saskiw			
David Mackenzie			