

SHARE EXCHANGE AGREEMENT

THIS AGREEMENT is made effective as of the 1st day of November, 2021.

AMONG:

HYPERCHARGE NETWORKS CORP., a corporation incorporated under the laws of the Province of British Columbia

("Hypercharge")

AND:

SPARK CHARGING SOLUTIONS INC., a corporation incorporated under the laws of the Province of Ontario

("Spark")

AND:

BANANARAMA HOLDINGS INC., a corporation incorporated under the laws of the Province of Ontario

("Bananarama")

AND:

MAC HOLDINGS CORP., a corporation incorporated under the laws of the Province of Ontario

("Mac")

(Bananarama and Mac each a "Spark Shareholder" and collectively the "Spark Shareholders")

WHEREAS:

- A. Hypercharge and Spark entered into a letter of intent dated February 28, 2021 (the "**Letter of Intent**") concerning a proposed transaction to combine the businesses, operations and assets of Hypercharge and Spark (the "**Transaction**");
- B. The parties have determined it to be most efficient to complete the Transaction by way of a share exchange agreement among Hypercharge, Spark and the Spark Shareholders (the "**Share Exchange**");
- C. Spark Shareholders are the registered and beneficial owner of the Spark Shares (as such term is hereinafter defined).
- D. Hypercharge has agreed to issue the Transaction Shares (as such term is hereinafter defined) to Spark Shareholders as consideration for the purchase by Hypercharge of the Spark Shares.
- E. The Transaction Shares shall be distributed to the Spark Shareholders on a *pro-rata* basis at Closing in accordance with applicable Securities Laws.

- F. Immediately following the Closing of the Share Exchange, the Parties wish to pay an Advisory Success Fee (as defined herein) to the Advisor (as defined herein) in consideration for, among other things, the successful completion of the Share Exchange.

THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties covenant and agree as follows:

1. **DEFINITIONS**

1.1 **Definitions.** The following terms have the following meanings, unless the context indicates otherwise:

- (a) "Advisor" means Rockbank Capital Corp., a British Columbia corporation with a head office at #400 – 850 W. Hastings Street, Vancouver, BC, V6C 1E1
- (b) "Advisory Success Fee" has the meaning ascribed thereto in section 7
- (c) "Agreement" shall mean this Agreement, and all the exhibits, schedules and other documents attached to or referred to in this Agreement, and all amendments and supplements, if any, to this Agreement;
- (d) "Authorization" means with respect to any Person, any order, permit, approval, consent, waiver, licence or similar authorization of any Governmental Entity having jurisdiction over the Person;
- (e) "Closing" shall mean the completion of the Transaction, in accordance with Section 7 hereof, at which the Closing Documents shall be exchanged by the parties, except for those documents or other items specifically required to be exchanged at a later time;
- (f) "Closing Date" shall mean a date mutually agreed upon by the parties hereto in writing and in accordance with Section 10.8 following the satisfaction or waiver by Hypercharge and Spark of the conditions precedent set out in Sections 5.1 and 5.2 respectively, provided that the parties shall use their reasonable best efforts to achieve Closing as soon as practicable and not later than November 30, 2021. Notwithstanding the foregoing, if Closing has not occurred on or before November 30, 2021, the parties agree that the Closing Date shall be deferred as reasonably required by Spark or Hypercharge to achieve Closing;
- (g) "Closing Documents" shall mean the papers, instruments and documents required to be executed and delivered at the Closing pursuant to this Agreement;
- (h) "Consultants" means each of Sion Jones and Mike Frenette, each of whom may provide services through the Spark Shareholders;
- (i) "Encumbrance" means any mortgage, hypothec, pledge, assignment, charge, lien, claim, security interest, adverse interest, other third person interest or encumbrance of any kind, whether contingent or absolute and any agreement, option, right or privilege (whether by law, contract or otherwise) capable of becoming any of the foregoing;
- (j) "Environmental Laws" means all Law and agreements with Governmental Entities and all other statutory requirements relating to public health or the protection of the environment and all Authorizations issued pursuant to such Law, agreements or other statutory requirements;
- (k) "Escrow Agreement" means the escrow agreement to be entered into, in the form and substance required by NP 46-201, at the time of the issuance of the Transaction Shares, among Hypercharge, the Spark Shareholders and the escrow agent thereunder;

- (l) "Governmental Entity" means (i) any international, multinational, national, federal, provincial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, board, bureau, ministry, agency or instrumentality, domestic or foreign, (ii) any subdivision or authority of any of the above, (iii) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing or (iv) any stock exchange;
- (m) "IFRS" shall mean International Financial Reporting Standards as set by the International Accounting Standards Board, applied in a manner consistent with prior periods;
- (n) "Law" shall mean with respect to any Person, any and all applicable law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, judgment, decree, ruling or other similar requirement, whether domestic or foreign, enacted, adopted, promulgated or applied by a Governmental Entity that is binding upon or applicable to such Person or its business, undertaking, property or securities, and to the extent that they have the force of law, policies, guidelines, notices and protocols of any Governmental Entity, as amended;
- (o) "Liabilities" shall include any direct or indirect indebtedness, guaranty, endorsement, claim, loss, damage, deficiency, cost, expense, tax, obligation or responsibility, fixed or unfixed, known or unknown, asserted choate or inchoate, liquidated or unliquidated, secured or unsecured;
- (p) "Material Contract" means any Contract that is material to the business, operations or prospects of a Party and its Subsidiaries, which for the purposes of this definition means any Contract which obligates a Party or any of such Party's Subsidiaries to purchase or supply goods or services or incur liability or obligations in an aggregate amount of not less than \$10,000;
- (q) "Hypercharge Shares" shall mean the common shares in the capital of Hypercharge as presently constituted;
- (r) "Person" includes any individual, partnership, association, body corporate, organization, trust, estate, trustee, executor, administrator, legal representative, government (including Governmental Entity), syndicate or other entity, whether or not having legal status;
- (s) "Spark Shareholders" means the shareholders of Spark;
- (t) "Spark Shares" shall mean the 60 Class A Common shares and 40 Class C Common shares in the capital of Spark held by Bananarama and Mac respectively, being all of the issued and outstanding shares of Spark;
- (u) "Regulators" shall mean, jointly and individually, as applicable, all public or private securities regulatory authorities having jurisdiction over Hypercharge, Spark, or the transactions contemplated by this Agreement, including but not limited to the British Columbia Securities Commission (BCSC), any member organization of the Canadian Securities Regulators (CSA), the Investment Industry Regulatory Organization of Canada (IIROC), and the CSE. "Regulatory" shall describe any matter or thing pertaining to or originating from the Regulators;
- (v) "Securities Laws" shall mean collectively, all applicable Canadian securities laws, corporate and other laws, rules, regulations, notices, blanket orders, policies and similar instruments;
- (w) "Subsidiary" shall mean, with respect to a person, any body corporate of which more than 50% of the outstanding shares ordinarily entitled to elect a majority of the board of directors thereof (whether or not shares of any other class shall or might be entitled to vote upon the happening of any event or contingency) are at the time owned directly or indirectly by such person and shall include any body corporate, partnership, joint venture or other entity over which it exercises direction or control or which is in a like relation to a subsidiary;

- (x) "Taxes" shall include international, federal, provincial and local income taxes, capital gains tax, value-added taxes, franchise, personal property and real property taxes, levies, assessments, tariffs, duties (including any customs duty), business license or other fees, sales, use and any other taxes relating to the assets of the designated party or the business of the designated party for all periods up to and including the Closing Date, together with any related charge or amount, including interest, fines, penalties and additions to tax, if any, arising out of tax assessments;
- (y) "Tax Act" means the *Income Tax Act* (Canada) and the regulations made thereunder as now in effect and as they may be promulgated or amended from time to time;
- (z) "Transaction" shall mean the purchase of the Spark Shares by Hypercharge from Spark Shareholders in consideration for the issuance of the Transaction Shares;
- (aa) "Transaction Share Distribution List" shall mean the list setting out the *pro-rata* allocation of the Transaction Shares among the Spark Shareholders; and
- (bb) "Transaction Shares" shall mean an aggregate of 6,000,000 fully paid and non-assessable common shares of Hypercharge, to be issued to Spark Shareholders by Hypercharge on the Closing Date in consideration for the Spark Shares.

1.2 1.3 Currency. All references to currency referred to in this Agreement are in Canadian Dollars (CAD\$), unless expressly stated otherwise.

2. EXCHANGE OF SHARES

2.1 Exchange of Shares. Subject to the terms and conditions of this Agreement and compliance with applicable law, Spark Shareholders hereby covenants and agrees to sell, assign and transfer to Hypercharge, and Hypercharge hereby covenants and agrees to purchase from Spark Shareholders the Spark Shares (the "**Share Exchange**").

2.2 Consideration. As consideration for the Share Exchange, Hypercharge shall allot and issue the Transaction Shares to the Spark Shareholders.

2.3 Distribution to Spark Shareholders. On Closing and in accordance with Securities Laws, Spark Shareholders shall receive the Transaction Shares on a *pro-rata basis* (the "**Distribution**"). The *pro-rata* entitlement of each Spark Shareholder to the Transaction Shares is set forth in the Transaction Share Distribution List and shall be effected in accordance with same.

2.4 Hold Period Restrictions. Spark Shareholders acknowledges and agrees that the Transaction Shares are being issued pursuant to an exemption from the prospectus and registration requirements of the Securities Laws and will be subject to hold period and/or escrow restrictions under the Securities Laws and all certificates representing the Transaction Shares will bear restrictive legends to this effect.

2.5 Closing Date. The Closing will take place, subject to the terms and conditions of this Agreement, on the Closing Date.

2.6 Section 85 Roll-over.

- (a) The Share Exchange shall be completed as a tax free roll-over pursuant to Section 85(1) of the Tax Act such that the cost base of Hypercharge in the Spark Shares shall be the aggregate of the cost base of Spark Shareholders in the Spark Shares.
- (b) Hypercharge and Spark intend that the Share Exchange herein shall be at the fair market value of the Spark Shares and have in good faith used their reasonable efforts to determine the fair market value of the Spark Shares.

- (c) To the extent possible Hypercharge and Spark wish to have the right to effect the said transaction in a manner that reduces or eliminates immediate tax consequences under the Tax Act by means of the automatic roll-over provisions of Section 85(1) of the Tax Act, however, if necessary both Hypercharge and Spark shall complete and file such elections as are required to obtain the same result as an automatic roll-over would provide. In the case that such elections are required to be completed and filed, the agreed amount for the purposes of paragraph 85(1)(a) of the Tax Act shall be mutually determined by Hypercharge and the Spark Shareholders at the time of filing.
- (d) In the event that the Canada Revenue Agency or any other taxing authority having jurisdiction shall assert, directly or indirectly, by proposed assessment, assessment, reassessment or otherwise, that the fair market value of the Spark Shares as of the date of the Share Exchange is other than the Transaction Shares, the number of Transaction Shares shall be automatically adjusted nunc pro tunc, to the extent that the number of Transaction Shares so revised is acceptable to the particular taxing authority, Hypercharge and the Spark Shareholders, or is established by a court of competent jurisdiction (after all appeal rights have been exhausted or all time periods for appeal have expired without appeals having been taken), to the aggregate fair market value of the Spark Shares. The number of Transaction Shares as so adjusted will be deemed to be, and to have always been, the number of Transaction Shares received in consideration of the Spark Shares. If the Transaction Shares are varied in the circumstances described above, Hypercharge, Spark and the Spark Shareholders shall take such steps as may be necessary to reflect properly an appropriate adjustment to the Transaction Shares as varied.

3. REPRESENTATIONS AND WARRANTIES OF SPARK AND SPARK SHAREHOLDERS

3.1 Representations and Warranties of Spark. As of the Closing, Spark and the Spark Shareholders, jointly and severally, represent and warrant to Hypercharge, and acknowledge that Hypercharge is relying upon such representations and warranties, in connection with the execution, delivery and performance of this Agreement, notwithstanding any investigation made by or on behalf of Hypercharge, as follows:

- (a) Organization and Good Standing. Spark and each of its Subsidiaries are corporations duly organized, validly existing and in good standing under all applicable Laws of their respective jurisdiction of incorporation, continuance or creation and each has full corporate power and authority to own its assets and conduct its business as now owned and conducted. Spark and each of its Subsidiaries are duly qualified to carry on business and are in good standing in each jurisdiction in which the character of their properties or the nature of their activities makes such qualification necessary. True and complete copies of the constating documents of Spark and each of its Subsidiaries have been delivered or made available to Hypercharge, and neither Spark nor its Subsidiaries have taken any action to amend or supersede such documents.
- (b) Authority. Spark has all requisite corporate power and authority to execute and deliver this Agreement and any other document contemplated by this Agreement (collectively, the "Spark Documents") to be signed by Spark and to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery of each of the Spark Documents by Spark and the consummation of the transactions contemplated hereby have been duly authorized by Spark's board of directors. No other corporate or shareholder proceedings on the part of Spark is necessary to authorize such documents or to consummate the transactions contemplated hereby. This Agreement has been, and the other Spark Documents when executed and delivered by Spark as contemplated by this Agreement will be, duly executed and delivered by Spark and this Agreement is, and the other Spark Documents when executed and delivered by Spark as contemplated hereby will be, valid and binding obligations of Spark enforceable in accordance with their respective terms except:
 - (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of creditors' rights generally;

- (ii) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies; and
 - (iii) as limited by public policy.
- (c) Non-contravention. The execution and delivery by Spark of this Agreement and the performance by it of its obligations hereunder and the completion of the Arrangement will not violate, conflict with or result in a breach of any provision of the constating documents of Spark or those of its Subsidiaries, and will not: (a) violate, conflict with or result in a breach of: (i) any agreement, contract, indenture, deed of trust, mortgage, bond, instrument, Authorization, license or permit to which Spark or its Subsidiaries is a party or by which Spark or its Subsidiaries is bound; or (ii) to the knowledge of Spark, any Law to which Spark or its Subsidiaries is subject or by which Spark or its Subsidiaries is bound; (b) give rise to any right of termination, or the acceleration of any indebtedness, under any such agreement, contract, indenture, Authorization, deed of trust, mortgage, bond, instrument, license or permit; or (c) give rise to any rights of first refusal or rights of first offer, trigger any change in control or influence provisions or any restriction or limitation under any such agreement, contract, indenture, Authorization, deed of trust, mortgage, bond, instrument, license or permit, or result in the imposition of any Encumbrance, charge or lien upon any of Spark's assets (including mineral properties) or the assets (including mineral properties) of any of its Subsidiaries. Other than the Spark Shareholder Approval, no authorization, consent or approval of, or filing with, any Governmental Entity or any court or other authority is necessary on the part of Spark for the consummation by Spark of its obligations in connection with the Share Exchange under this Agreement or for the completion of the Share Exchange not to cause or result in any loss of any rights or assets or any interest therein held by Spark or its Subsidiaries in any material assets or properties. Spark has obtained and maintains all third party or other consents, waivers, permits, exemptions, orders, approvals, agreements, amendments or confirmations that are required (A) in connection with the Share Exchange or (B) required in order to maintain the Material Contracts in full force and effect following completion of the Share Exchange.
- (d) Capitalization of Spark. The authorized share capital of Spark consists of an unlimited number of Class A Preference shares, an unlimited number of Class B Preference shares, an unlimited number of Class C Preference shares, an unlimited number of Class D Preference shares, an unlimited number of Class A Special shares, an unlimited number of Class B Special shares, an unlimited number of Class C Special shares, an unlimited number of Class D Special shares, an unlimited number of Class E Special shares, an unlimited number of Class F Special shares, an unlimited number of Class A Common shares, an unlimited number of Class B Common shares, an unlimited number of Class C Common shares, an unlimited number of Class D Common shares, an unlimited number of Class E Common shares and an unlimited number of Class F Common shares.

As of the date of this Agreement, there are 100 Spark Shares validly issued and outstanding as fully paid and non-assessable Spark Shares. At the Closing Date, there will be no outstanding options, warrants, subscriptions, conversion rights, or other rights, agreements, or commitments obligating Spark to issue any additional common shares of Spark, or any other securities convertible into, exchangeable for, or evidencing the right to subscribe for or acquire from Spark any common shares of Spark. There are no agreements purporting to restrict the transfer of the Spark Shares, no voting agreements, shareholders' agreements, voting trusts, or other arrangements restricting or affecting the voting of the Spark Shares. No Subsidiaries of Spark own any Spark Shares.
- (e) Shareholders of Spark. As of the date of this Agreement and as of the Closing Date, the Spark Shareholders are all of the shareholders of Spark.
- (f) Corporate Records of Spark. The corporate records and minute books of Spark and its Subsidiaries have been maintained in accordance with all applicable Laws, are accurate, complete and current in all material respects. The corporate minute books for Spark and its Subsidiaries contain minutes of all meetings and resolutions of the directors and Spark shareholders held. The financial books and records and accounts of Spark and its Subsidiaries in all material respects: (a) have been maintained

in accordance with good business practices and in accordance with the accounting principles generally accepted in the country of domicile of each such entity, on a basis consistent with prior years; and (b) are stated in reasonable detail and, in the case of Spark's Subsidiaries, accurately and fairly reflect the transactions and dispositions of assets of Spark and its Subsidiaries.

- (g) No Option on Assets. No Person has any agreement or option or any right or privilege capable of becoming an agreement or option for the purchase from Spark or any of its Subsidiaries of the material assets of Spark or its Subsidiaries.
- (h) Severance and Employment Matters.
 - (i) Neither Spark nor any of its Subsidiaries has entered into any written or oral agreement or understanding providing for severance or termination payments to any director, officer or employee in connection with the termination of their position or their employment as a direct result of a change in control of Spark.
 - (ii) Neither Spark nor its Subsidiaries (i) is a party to any collective bargaining agreement, or (ii) is subject to any application for certification or, to the knowledge of Spark, threatened or apparent union-organizing campaigns for employees not covered under a collective bargaining agreement.
 - (iii) Neither Spark nor its Subsidiaries is subject to any claim for wrongful dismissal, .constructive dismissal or any other tort claim, actual or, to the knowledge of Spark, threatened, or any litigation actual, or to the knowledge of Spark, threatened, relating to employment or termination of employment of employees or independent contractors.
- (i) Actions and Proceedings. To the best knowledge of Spark, there is no basis for and there is no action, suit, judgment, claim, demand or proceeding outstanding or pending, or threatened against Spark or its Subsidiaries or which involves any of the business, or the properties or assets of Spark or its Subsidiaries that, if adversely resolved or determined, would have a material adverse effect on the business, operations, assets, properties, prospects, or conditions of Spark or any of its Subsidiaries taken as a whole (a "**Spark Material Adverse Effect**"). There is no reasonable basis for any claim or action that, based upon the likelihood of its being asserted and its success if asserted, would have such a Spark Material Adverse Effect.
- (j) Compliance.
 - (i) To the best knowledge of Spark, Spark is in compliance with, is not in default or violation in any material respect under, and has not been charged with or received any notice at any time of any material violation of any statute, law, ordinance, regulation, rule, decree or other applicable regulation to the business or operations of Spark;
 - (ii) To the best knowledge of Spark, Spark is not subject to any judgment, order or decree entered in any lawsuit or proceeding applicable to its business and operations that would constitute a Spark Material Adverse Effect; and
 - (iii) Spark has operated in material compliance with all laws, rules, statutes, ordinances, orders and regulations applicable to its business. Spark has not received any notice of any violation thereof, nor is Spark aware of any valid basis therefore.
- (k) Absence of Undisclosed Liabilities. Spark does not have any material Liabilities or obligations either direct or indirect, matured or unmatured, absolute, contingent or otherwise that exceed \$5,000, which:

- (i) are not set forth in the Spark Financial Statements or have not heretofore been paid or discharged;
 - (ii) did not arise in the regular and ordinary course of business under any agreement, contract, commitment, lease or plan specifically disclosed in writing to Hypercharge; or
 - (iii) have not been incurred in amounts and pursuant to practices consistent with past business practice, in or as a result of the regular and ordinary course of its business since the date of the last Spark Financial Statements.
- (l) Tax Matters.
- (i) As of the date hereof:
 - 1. Each of Spark and its Subsidiaries has timely filed all tax returns in connection with any Taxes which are required to be filed on or prior to the date hereof, taking into account any extensions of the filing deadlines which have been validly granted to Spark or its Subsidiaries, and
 - 2. all such returns are true and correct in all material respects;
 - (ii) Each of Spark and its Subsidiaries has paid all Taxes that have become or are due with respect to any period ended on or prior to the date hereof, and has established an adequate reserve therefore on its balance sheets for those Taxes not yet due and payable, except for any Taxes the non-payment of which will not have a Spark Material Adverse Effect;
 - (iii) Each of Spark and its Subsidiaries is not presently under or has not received notice of, any contemplated investigation or audit by regulatory or governmental agency of body or any foreign or state taxing authority concerning any fiscal year or period ended prior to the date hereof;
 - (iv) all Taxes required to be withheld on or prior to the date hereof from employees for income Taxes, social security Taxes, unemployment Taxes and other similar withholding Taxes have been properly withheld and, if required on or prior to the date hereof, have been deposited with the appropriate governmental agency; and
 - (v) the Spark Financial Statements contain full provision for all Taxes including any deferred Taxes that may be assessed to Spark for the accounting period ended on the Spark Accounting Date or for any prior period in respect of any transaction, event or omission occurring, or any profit earned, on or prior to the Spark Accounting Date or for any profit earned by Spark on or prior to the Spark Accounting Date or for which Spark is accountable up to such date and all contingent Liabilities for Taxes have been provided for or disclosed in the Spark Financial Statements.
- (m) Intellectual Property. None of Spark or any of its Subsidiaries owns or possesses any intellectual property rights including any patents, copyrights, trade secrets, trademarks, service marks or trade names.
- (n) Certain Transactions. Spark is not a guarantor or indemnitor of any indebtedness of any third party, including any person, firm or corporation.
- (o) No Brokers. None of Spark or its Subsidiaries has incurred any independent obligation or liability to any party for any brokerage fees, agent's commissions, or finder's fees in connection with the Transaction contemplated by this Agreement.

(p) Insurance.

- (i) Each of Spark and its Subsidiaries has in place reasonable and prudent insurance policies appropriate for its size, nature and stage of development. All premiums payable prior to the date hereof under such policies of insurance have been paid and neither Spark nor its Subsidiaries has failed to make a claim thereunder on a timely basis.
- (ii) Each of such policies and other forms of insurance is in full force and effect on the date hereof and Spark will use reasonable commercial efforts to keep them in full force and effect or renew them as appropriate through the Effective Date. No written (or to the knowledge of Spark other) notice of cancellation or termination has been received by Spark or its Subsidiaries with respect to any such policy.

(q) Environmental.

- (i) All facilities and operations of Spark and its Subsidiaries have been conducted, and are now, in compliance with all Environmental Laws;
- (ii) Spark and its Subsidiaries are in possession of, and in compliance with, all environmental permits that are required to own, lease and operate the Spark Properties and the Spark Mineral Rights at its current stage of development and to conduct their respective business as they are now being conducted;
- (iii) No environmental, reclamation or closure obligation, demand, notice, work order or other liabilities presently exist with respect to any portion of any currently or formerly owned, leased, used or otherwise controlled property, interests and rights or relating to the operations and business of Spark and its Subsidiaries and, to the knowledge of Spark, there is no basis for any such obligations, demands, notices, work orders or liabilities to arise in the future as a result of any activity in respect of such property, interests, rights, operations and business;
- (iv) Neither Spark nor any of its Subsidiaries is subject to any proceeding, application, order or directive which relates to environmental, health or safety matters, and which may require any material work, repairs, construction or expenditures;
- (v) To the knowledge of Spark, there are no changes in the status, terms or conditions of any environmental permits held by Spark or any of its Subsidiaries or any renewal, modification, revocation, reassurance, alteration, transfer or amendment of any such environmental approvals, consents, waivers, permits, orders and exemptions, or any review by, or approval of, any Governmental Entity of such environmental approvals, consents, waivers, permits, orders and exemptions that are required in connection with the execution or delivery of this Agreement, the consummation of the transactions contemplated herein or the continuation of the business of Spark or any of its Subsidiaries following the Effective Date;
- (vi) Spark and its Subsidiaries have made available to Hypercharge all material audits, assessments, investigation reports, studies, plans, regulatory correspondence and similar information with respect to environmental matters; and
- (vii) To the knowledge of Spark, Spark and its Subsidiaries are not subject to any past or present fact, condition or circumstance that could reasonably be expected to result in liability under any Environmental Laws, including any regulations respecting the use, storage, handling, release, disposal, remediation, treatment or transportation of any substance (including pollutants, contaminant, waste of any nature, hazardous material, toxic substance, dangerous substance or dangerous good as defined in any applicable Environmental Laws).

- (r) Restrictions on Business Activities. There is no agreement, judgement, injunction, order or decree binding upon Spark or any of its Subsidiaries that has or could reasonably be expected to have the effect of prohibiting, restricting or materially impairing any business practice of Spark or any of its Subsidiaries, any acquisition of property by Spark or any of its Subsidiaries, or the conduct of business by Spark or any of its Subsidiaries as currently conducted (including following the transaction contemplated by this Agreement).
- (s) Change of Control. Neither Spark nor any of its Subsidiaries is a party to any contract, agreement or understanding or any series of contracts, agreements or understandings and which contain a "change of control" or similar provision.
- (t) Winding Up. No order has been made, petition presented or meeting convened for the purpose of winding up of f or any of its Subsidiaries, or for the appointment of any provisional liquidator or in relation to any other process whereby the business is terminated and the assets of Spark or any of its Subsidiaries are distributed amongst the creditors and/or shareholders or other contributors, and there are no proceedings under any applicable insolvency, bankruptcy, reorganization or similar laws in any relevant jurisdiction, and no events have occurred which, under applicable Laws, would be reasonably likely to justify any such cases or proceedings.
- (u) Material Contracts. Spark and its Subsidiaries have performed in all respects all respective obligations required to be performed by them to date under the Material Contracts. Neither Spark nor any of its Subsidiaries is in breach or default under any Material Contract to which it is a party or bound, nor does Spark have knowledge of any condition that with the passage of time or the giving of notice or both would result in such a breach or default. Neither Spark nor any of its Subsidiaries knows of, or has received written notice of, any breach or default under (nor, to the knowledge of Spark, does there exist any condition which with the passage of time or the giving of notice or both would result in such a breach or default under) any such Material Contract by any other party thereto. All Material Contracts are legal, valid, binding and in full force and effect and are enforceable by Spark (or its Subsidiaries, as the case may be) in accordance with their respective terms (subject to bankruptcy, insolvency and other applicable Laws affecting creditors' rights generally, and to general principles of equity) and are the product of fair and arms' length negotiations between the parties thereto.
- (v) Absence of Changes or Events. Since February 28, 2021:
 - (i) Spark and its Subsidiaries have conducted their respective businesses only in the ordinary course and consistent with past practice;
 - (ii) no liability or obligation of any nature (whether absolute, accrued, contingent or otherwise) which has had or is reasonably likely to have a Material Adverse Effect has been incurred;
 - (iii) there has not been any event, circumstance or occurrence which has had or is reasonably likely to give rise to a Material Adverse Effect;
 - (iv) there has not been any change in the accounting practices used by Spark and its Subsidiaries;
 - (v) there has not been any redemption, repurchase or other acquisition of Spark Shares by Spark, or any declaration, setting aside or payment of any dividend or other distribution (whether in cash, shares or property) with respect to the Spark Shares;
 - (vi) there has not been any entering into, or an amendment of, any Material Contract; and
 - (vii) there has not been any satisfaction or settlement of any material claims or material liabilities that were not reflected in Spark's audited financial statements, other than the

settlement of claims or liabilities incurred in the ordinary course consistent with past practice.

- (w) Completeness of Disclosure. No representation or warranty by Spark in this Agreement nor any certificate, schedule, statement, document or instrument furnished or to be furnished to Hypercharge pursuant hereto contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact required to be stated herein or therein or necessary to make any statement herein or therein not materially misleading.

3.2 Representations and Warranties of Spark Shareholders. As of the Closing, Spark Shareholders severally represent and warrant to Hypercharge, and acknowledge that Hypercharge is relying upon such representations and warranties, in connection with the execution, delivery and performance of this Agreement, notwithstanding any investigation made by or on behalf of Hypercharge, as follows:

- (a) Ownership of Spark Shares. Immediately prior to and at the Closing, each Spark Shareholder shall be the legal and beneficial owner of their respective Spark Shares, free and clear of all Encumbrances;
- (b) Authority. Each Spark Shareholder has the legal power and authority to execute and deliver this Agreement and all other documents required to be executed and delivered by the Shareholder hereunder and to consummate the transactions contemplated hereby;
- (d) Completeness of Disclosure. No representation or warranty by a Spark Shareholder in this Agreement nor any certificate, schedule, statement, document or instrument furnished or to be furnished to Hypercharge pursuant hereto contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact required to be stated herein or therein or necessary to make any statement herein or therein not materially misleading.

4. REPRESENTATIONS AND WARRANTIES OF HYPERCHARGE

As of the Closing, Hypercharge represents and warrants to Spark and Spark Shareholders and acknowledges that Spark and Spark Shareholders are relying upon such representations and warranties in connection with the execution, delivery and performance of this Agreement, notwithstanding any investigation made by or on behalf of Spark or Spark Shareholders, as follows:

- 4.1 Organization and Good Standing. Hypercharge is duly incorporated, organized, validly existing and in good standing under the laws of the Province of British Columbia and has all requisite corporate power and authority to own, lease and to carry on its business as now being conducted. Hypercharge is qualified to do business and is in good standing as a foreign corporation in each of the jurisdictions in which it owns property, leases property, does business, or is otherwise required to do so, where the failure to be so qualified would have a material adverse effect on the businesses, operations, or financial condition of Hypercharge.
- 4.2 Authority. Hypercharge has all requisite corporate power and authority to execute and deliver this Agreement and any other document contemplated by this Agreement (collectively, the "**Hypercharge Documents**") to be signed by Hypercharge and to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery of each of the Hypercharge Documents by Hypercharge and the consummation by Hypercharge of the transactions contemplated hereby have been duly authorized by its board of directors and no other corporate or shareholder proceedings on the part of Hypercharge is necessary to authorize such documents or to consummate the transactions contemplated hereby. This Agreement has been, and the other Hypercharge Documents when executed and delivered by Hypercharge as contemplated by this Agreement will be, duly executed and delivered by Hypercharge and this Agreement is, and the other Hypercharge Documents when executed and delivered by Hypercharge, as contemplated hereby will be, valid and binding obligations of Hypercharge enforceable in accordance with their respective terms, except:

- (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of creditors' rights generally;
 - (b) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies; and
 - (c) as limited by public policy.
- 4.3 Capitalization of Hypercharge. The entire authorized capital stock and other equity securities of Hypercharge consists of an unlimited number of Hypercharge Shares and no other class of stock. As of the date of this Agreement, there are 36,196,700 Hypercharge Shares issued and outstanding. Other than incentive stock options, there are no outstanding options, warrants, subscriptions, phantom shares, conversion rights, or other rights, agreements, or commitments obligating Hypercharge to issue any additional Hypercharge Shares, or any other securities convertible into, exchangeable for, or evidencing the right to subscribe for or acquire from Hypercharge any Hypercharge Shares as of the date of this Agreement. There are no agreements purporting to restrict the transfer of the Hypercharge Shares, no voting agreements, voting trusts, or other arrangements restricting or affecting the voting of the Hypercharge Shares.
- 4.4 Corporate Records of Hypercharge. The corporate records of Hypercharge, as required to be maintained by it pursuant to the laws of the Province of British Columbia, are accurate, complete and current in all material respects, and the minute book of Hypercharge is, in all material respects, correct and contains all material records required by the law of the Province of British Columbia in regards to all proceedings, consents, actions and meetings of the shareholders and the board of directors of Hypercharge.
- 4.5 Non-Contravention. Neither the execution, delivery and performance of this Agreement, nor the consummation of the Transaction, will:
- (a) conflict with, result in a violation of, cause a default under (with or without notice, lapse of time or both) or give rise to a right of termination, amendment, cancellation or acceleration of any obligation contained in or the loss of any material benefit under, or result in the creation of any lien, security interest, charge or encumbrance upon any of the material properties or assets of Hypercharge under any term, condition or provision of any loan or credit agreement, note, debenture, bond, mortgage, indenture, lease or other agreement, instrument, permit, license, judgment, order, decree, statute, law, ordinance, rule or regulation applicable to Hypercharge or any of its material property or assets;
 - (b) violate any provision of the applicable incorporation or charter documents of Hypercharge; or
 - (c) violate any order, writ, injunction, decree, statute, rule, or regulation of any court or governmental or regulatory authority applicable to Hypercharge or any of its material property or assets.
- 4.6 Issuance of Transaction Shares. The Transaction Shares will, upon issuance, be duly and validly issued, fully paid and non-assessable Hypercharge Shares.
- 4.7 Debt Settlement. Hypercharge shall pay up to a total aggregate amount of \$191,546.28 (the "**Debt Settlement**") collectively to the Shareholders and directors of Spark or the related party to a shareholder or director of Spark, at the option of Spark, in satisfaction of outstanding debt previously advanced by such Shareholders, directors of Spark or the related parties, to Spark. The Debt Settlement shall be payable in two equal parts of \$95,773.14 (each an "**Installment**"). The first Installment shall be payable upon completion of the share exchange pursuant to this Agreement. The second Installment shall be payable in common shares (the "**Debt Shares**") of Hypercharge fifteen (15) trading days after a listing on a Canadian Exchange (the "**Liquidity Event**"). Subject to the remainder of this section 4.7, the price of the Debt Shares will be equal to the price of the common shares offered (the "**Offering Price**") on the Liquidity Event. As mutually agreeable, if the volume weighted average trading price (the "**VWAP**") of the Hypercharge Shares for the fifteen (15) trading days following the Liquidity Event (the "**Fifteen Day Trading VWAP**") is less than the Offering

Price, at the option of Hypercharge, the second Installment will be paid in cash or Debt Shares, with the Debt Shares to be issued at the price of the Fifteen Day Trading VWAP.

- 4.8 Milestone Share Issuance. Subject to applicable tax and securities laws, each Spark Shareholder and the Advisor shall be eligible to receive Hypercharge Shares in the following amounts provided that Hypercharge hits the performance thresholds within the specified timeframes as set out below and as per the certain consulting agreements entered into between Hypercharge and the Consultants: (i) 333,334 Hypercharge Shares issued to the Spark Shareholders and 333,334 Hypercharge Shares issued to the Advisors, for the deployment of 150 chargers within 12 months of the Effective Date of this Share Exchange; (ii) 333,334 Hypercharge Shares issued to the Spark Shareholders and 333,334 Hypercharge Shares issued to the Advisors, if Hypercharge hits a gross revenue of \$1,000,000 within 12 months of the Effective Date of this Share Exchange; and (iii) 333,334 Hypercharge Shares issued to the Spark Shareholders and 333,334 Hypercharge Shares issued to the Advisors, if Hypercharge hits a gross revenue of 4,000,000 within 36 months from the Effective Date of this Share Exchange (collectively, the “**Milestone Share Issuances**”). For greater certainty, on the completion of each milestone noted above, the Spark Shareholders shall receive a total of 333,334 Hypercharge Shares per milestone, with each Spark Shareholder receiving 166,667 Hypercharge Shares and the Advisor shall receive a total of 333,334 Hypercharge Shares per milestone.
- 4.9 Working Capital Financing. Hypercharge will provide working capital financing of approximately \$215,000, to pay for the deposits on certain inventory and for general working capital purposes of Spark upon completion of the Share Exchange.
- 4.10 Actions and Proceedings. To the best knowledge of Hypercharge, there is no claim, charge, arbitration, grievance, action, suit, investigation or proceeding by or before any court, arbiter, administrative agency or other governmental authority now pending or, to the best knowledge of Hypercharge, threatened against Hypercharge which involves any of the business, or the properties or assets of Hypercharge that, if adversely resolved or determined, would have a material adverse effect on the business, operations, assets, properties, prospects or conditions of Hypercharge taken as a whole (a “**Hypercharge Material Adverse Effect**”). There is no reasonable basis for any claim or action that, based upon the likelihood of its being asserted and its success if asserted, would have such a Hypercharge Material Adverse Effect.
- 4.11 Compliance.
- (a) To the best knowledge of Hypercharge, Hypercharge is in compliance with, is not in default or violation in any material respect under, and has not been charged with or received any notice at any time of any material violation of any statute, law, ordinance, regulation, rule, decree or other applicable regulation to the business or operations of Hypercharge;
 - (b) To the best knowledge of Hypercharge, Hypercharge is not subject to any judgment, order or decree entered in any lawsuit or proceeding applicable to its business and operations that would constitute a Hypercharge Material Adverse Effect;
 - (c) Hypercharge has operated in material compliance with all laws, rules, statutes, ordinances, orders and regulations applicable to its business. Hypercharge has not received any notice of any violation thereof, nor is Hypercharge aware of any valid basis therefore.
 - (d) Hypercharge has no material Liabilities or obligations either direct or indirect, matured or unmatured, absolute, contingent or otherwise, which did not arise in the regular and ordinary course of business under any agreement, contract, commitment, lease or plan specifically disclosed in writing to Spark.

- 4.12 Reporting Issuer Status. As of the date hereof, Hypercharge is a reporting issuer not in default (or the equivalent) under the applicable Securities Laws of each of the Provinces of British Columbia and Ontario.
- 4.13 No Insolvency. Hypercharge is not insolvent within the meaning of applicable bankruptcy, insolvency or fraudulent conveyance laws. No act or proceeding has been taken by or against Hypercharge in connection with the dissolution, liquidation, winding-up, bankruptcy or reorganization of Hypercharge or the appointment of a trustee, receiver, manager or other administrator of Hypercharge or any of its properties or assets.
- 4.14 Financial Statements.
- (a) The audited consolidated balance sheets and related consolidated statements of earnings and shareholders' equity and cash flows of Hypercharge as at and for the financial year ended July 31, 2016 were prepared in accordance with IFRS.
- (b) Such statements present fairly, in all material respects, the consolidated financial condition and results of operations of Hypercharge as of the respective dates thereof and for the respective periods covered thereby applied on a basis consistent with the immediately prior period and throughout the periods indicated (except as may be indicated expressly in the notes thereto). Such statements reflect appropriate and adequate reserves in respect of contingent liabilities, if any, of Hypercharge on a consolidated basis. Since July 31, 2016, Hypercharge has not effected any change in its accounting methods, principles or practices, except as otherwise set out in Hypercharge's financial statements, including the notes thereto.
- 4.15 Completeness of Disclosure. No representation or warranty by Hypercharge in this Agreement nor any certificate, schedule, statement, document or instrument furnished or to be furnished to Spark pursuant hereto contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact required to be stated herein or therein or necessary to make any statement herein or therein not materially misleading.

5. CLOSING CONDITIONS

- 5.1 Conditions Precedent to Closing by Hypercharge. The obligation of Hypercharge to consummate the Transaction is subject to the satisfaction or written waiver of the conditions set forth below by a date mutually agreed upon by the parties hereto in writing and in accordance with Section 10.6. The Closing of the Transaction contemplated by this Agreement will be deemed to mean a waiver of all conditions to Closing. These conditions precedent are for the benefit of Hypercharge and may be waived by Hypercharge in its sole discretion.
- (a) Representations and Warranties. The representations and warranties of Spark and Spark Shareholders, respectively, set forth in this Agreement will be true, correct and complete in all respects as of the Closing Date, as though made on and as of the Closing Date.
- (b) Performance. All of the covenants and obligations that Spark and Spark Shareholders is, respectively, required to perform or to comply with pursuant to this Agreement at or prior to the Closing must have been performed and complied with in all material respects.
- (c) Transaction Documents. This Agreement, and all other documents necessary or reasonably required to consummate the Transaction, all in form and substance reasonably satisfactory to Hypercharge, will have been executed and delivered to Hypercharge.
- (d) Shareholder Approval. Spark will have received the unanimous approval of the shareholders of Spark in respect of the Share Exchange and in accordance with Applicable Laws.
- (e) Third Party Consents. Hypercharge will have received duly executed copies of all third-party consents, permits, authorisations and approvals of any Regulator, governmental body, authority,

person or entity contemplated by this Agreement, in the form and substance reasonably satisfactory to Spark

- (f) No Material Adverse Change. No Spark Material Adverse Effect will have occurred since the date of this Agreement.
- (g) Outstanding Shares of Spark. Spark will have no more than 60 Class A Common and 40 Class C Common shares of Spark Common Stock issued and outstanding on the Closing Date.

5.2 Conditions Precedent to Closing by Spark. The obligation of Spark and Spark Shareholders to consummate the Transaction is subject to the satisfaction or written waiver of the conditions set forth below by a date mutually agreed upon by the parties hereto in writing and in accordance with Section 10.8. The Closing of the Transaction will be deemed to mean a waiver of all conditions to Closing. These conditions precedent are for the benefit of Spark and Spark Shareholders and may be waived by Spark and Spark Shareholders in their discretion.

- (a) Representations and Warranties. The representations and warranties of Hypercharge set forth in this Agreement will be true, correct and complete in all respects as of the Closing Date, as though made on and as of the Closing Date.
- (b) Performance. All of the covenants and obligations that Hypercharge are required to perform or to comply with pursuant to this Agreement at or prior to the Closing must have been performed and complied with in all material respects. Hypercharge must have delivered each of the documents required to be delivered by it pursuant to this Agreement.
- (c) Transaction Documents. This Agreement, and all other documents necessary or reasonably required to consummate the Transaction, all in form and substance reasonably satisfactory to Spark, will have been executed and delivered by Hypercharge.
- (d) Third Party Consents. Spark will have received from Hypercharge duly executed copies of all third-party consents, permits, authorisations and approvals of any Regulator, governmental body, authority, person or entity contemplated by this Agreement, in the form and substance reasonably satisfactory to Spark.
- (e) No Material Adverse Change. No Hypercharge Material Adverse Effect will have occurred since the date of this Agreement.
- (f) Outstanding Shares of Hypercharge. Hypercharge will have no more than 36,196,700 Hypercharge Shares issued and outstanding on the Closing Date.

6. ADDITIONAL COVENANTS OF THE PARTIES

6.1 Mutual Covenants. Between the date of this Agreement and the Closing Date, Spark, on the one hand, and Hypercharge, on the other hand, will, and will cause each of their respective representatives to:

- (a) afford the other and its representatives full and free access to its personnel, properties, assets, contracts, books and records, and other documents and data;
- (b) furnish the other and its representatives with copies of all such contracts, books and records, and other existing documents and data as required by this Agreement and as the other may otherwise reasonably request; and
- (c) furnish the other and its representatives with such additional financial, operating, and other data and information as the other may reasonably request.

All of such access, investigation and communication by a party and its representatives will be conducted during normal business hours and in a manner designed not to interfere unduly with the normal business operations of the other party. Each party will instruct its auditors to co-operate with the other party and its representatives in connection with such investigations.

6.2 Covenants of Spark. Except as contemplated by this Agreement or with the prior written consent of Hypercharge, Spark and its Subsidiaries will:

- (i) operate their respective businesses only in the ordinary course thereof, consistent with past practices;
- (ii) promptly inform Hypercharge of any facts that come to its attention which would cause any of its representations and warranties in this Agreement to be untrue in any respect;
- (iii) maintain the books, records and accounts of Spark in the ordinary course and record all transactions on a basis consistent with past practice;
- (iv) not create, incur or assume any long-term debt or guarantee or otherwise become liable for the obligations of any other person or make any loans or advances to any person;
- (v) use commercially reasonable efforts to not make any material capital expenditures;
- (vi) not enter into any agreement other than in the ordinary course of business;
- (vii) not take any action to amend its constating documents; and
- (viii) not pay or agree to pay to any of its directors or officers any salary, pension, severance or termination amount or other benefit.

7. **ADVISORY SUCCESS FEE.** The Parties hereby expressly agree that immediately upon successful Closing of the Share Exchange, the Parties shall pay an Advisory Success Fee to the Advisor. The Advisory Success Fee shall equal ten percent (10%) of the total issued and outstanding Hypercharge Common Shares on Closing of the Share Exchange, following the issuance of the Transaction Shares. For greater certainty and by example, if after giving effect to the Amalgamation and the issuance of the Transaction Shares, the total issued and outstanding common shares of Hypercharge is 22,000,000, the Advisory Success Fee will be 2,200,000 Hypercharge Common Shares (the "Advisory Success Fee Shares").

8. **CLOSING**

8.1 Closing. The Closing shall take place on the Closing Date at the offices of the lawyers for Hypercharge or at such other location as agreed to by the parties. Notwithstanding the location of the Closing, each party agrees that the Closing may be completed by the exchange of undertakings between the respective legal counsel for Spark and Hypercharge, provided such undertakings are satisfactory to each party's respective legal counsel.

8.2 Closing Deliveries of Spark and Spark Shareholders. At Closing, Spark and Spark Shareholders will deliver or cause to be delivered the following, fully executed and in the form and substance reasonably satisfactory to Hypercharge:

- (a) copies of all resolutions adopted by or on behalf of the board of directors of Spark and Spark Shareholders evidencing approval of this Agreement and the Transaction;
- (b) a duly executed share certificate of Spark registered in the name of Hypercharge, representing the Spark Shares;

- (c) originals or copies, as appropriate, of all books, records and accounts of Spark and its Subsidiaries and any other information necessary for Hypercharge to operate and manage the business of Spark and its Subsidiaries;
- (d) any other necessary documents, including but not limited to the Escrow Agreement, each duly executed by Spark or Spark Shareholders, as required, to give effect to the Transaction.

8.3 Closing Deliveries of Hypercharge. At Closing, Hypercharge will deliver or cause to be delivered the following, fully executed and in the form and substance reasonably satisfactory to Spark:

- (a) copies of all resolutions and/or consent actions adopted by or on behalf of the board of directors of Hypercharge evidencing approval of this Agreement and the Transaction;
- (b) duly executed share certificate(s) of Hypercharge representing the Transaction Shares, registered in the name of the Spark Shareholders;
- (c) all certificates and other documents required by Section 5.2 of this Agreement; and
- (d) any other necessary documents, each duly executed by Hypercharge, as required to give effect to the Transaction.

9. TERMINATION

9.1 Termination. This Agreement may be terminated at any time prior to the Closing Date contemplated hereby by:

- (a) mutual agreement of Hypercharge and Spark;
- (b) Hypercharge, if there has been a material breach by Spark or any of Spark Shareholders of any material representation, warranty, covenant or agreement set forth in this Agreement on the part of Spark or Spark Shareholders that is not cured, to the reasonable satisfaction of Hypercharge, within ten business days after notice of such breach is given by Hypercharge (except that no cure period will be provided for a breach by Spark or Spark Shareholders that by its nature cannot be cured); or
- (c) Spark, if there has been a material breach by Hypercharge of any material representation, warranty, covenant or agreement set forth in this Agreement on the part of Hypercharge that is not cured by the breaching party, to the reasonable satisfaction of Spark, within ten business days after notice of such breach is given by Spark (except that no cure period will be provided for a breach by Hypercharge that by its nature cannot be cured).

9.2 Effect of Termination. In the event of the termination of this Agreement as provided in Section 8.1, this Agreement will be of no further force or effect, provided, however, that no termination of this Agreement will relieve any party of liability for any breaches of this Agreement that are based on a wrongful refusal or failure to perform any obligations.

10. INDEMNIFICATION, REMEDIES, SURVIVAL

9.1 Certain Definitions. For the purposes of this Article 9, the terms “Loss” and “Losses” mean any and all demands, claims, actions or causes of action, assessments, losses, damages, Liabilities, costs, and expenses, including without limitation, interest, penalties, fines and reasonable attorneys, accountants and other professional fees and expenses, but excluding any indirect, consequential or punitive damages suffered by Hypercharge or Spark Gold including damages for lost profits or lost business opportunities.

9.2 Agreement of Spark to Indemnify. Spark will indemnify, defend, and hold harmless, to the full extent of the law, Hypercharge and its shareholders from, against, and in respect of any and all Losses asserted against,

relating to, imposed upon, or incurred by Hypercharge and its shareholders by reason of, resulting from, based upon or arising out of:

- (i) the breach by Spark of any representation or warranty of Spark contained in or made pursuant to this Agreement, any Spark Document or any certificate or other instrument delivered pursuant to this Agreement; or
- (ii) the breach or partial breach by Spark of any covenant or agreement of Spark made in or pursuant to this Agreement, any Spark Document or any certificate or other instrument delivered pursuant to this Agreement.

9.3 Agreement of the Spark Shareholders to Indemnify. The Spark Shareholders will indemnify, defend, and hold harmless, to the full extent of the law, Hypercharge and its shareholders from, against, and in respect of any and all Losses asserted against, relating to, imposed upon, or incurred by Hypercharge and its shareholders by reason of, resulting from, based upon or arising out of any misstatement, misrepresentation or breach of the representations and warranties made by the Spark Shareholders contained in or made pursuant to the Certificate executed by each Selling Shareholder or their nominee as part of the share exchange procedure detailed in Section 9.3 of this Agreement.

9.4 Agreement of Hypercharge to Indemnify. Hypercharge will indemnify, defend, and hold harmless, to the full extent of the law, Spark Gold and the Spark Shareholders from, against, for, and in respect of any and all Losses asserted against, relating to, imposed upon, or incurred by Spark Gold and the Spark Shareholders by reason of, resulting from, based upon or arising out of:

- (i) the breach by Hypercharge of any representation or warranty of Hypercharge contained in or made pursuant to this Agreement, any Hypercharge Document or any certificate or other instrument delivered pursuant to this Agreement; or
- (ii) the breach or partial breach by Hypercharge of any covenant or agreement of Hypercharge made in or pursuant to this Agreement, any Hypercharge Document or any certificate or other instrument delivered pursuant to this Agreement.

11. MISCELLANEOUS PROVISIONS

11.1 Effectiveness of Representations; Survival. Each party is entitled to rely on the representations, warranties and agreements of each of the other parties and all such representation, warranties and agreement will be effective regardless of any investigation that any party has undertaken or failed to undertake. Unless otherwise stated in this Agreement, and except for instances of fraud, the representations, warranties and agreements of Hypercharge and Spark will survive the Closing Date and continue in full force and effect until one (1) year after the Closing Date, and those of the Spark Shareholders will survive the Closing Date and continue in full force and effect until two (2) years after the Closing Date.

11.2 Public Disclosure; Confidentiality.

- (a) No disclosure or announcement, public or otherwise, in respect of this Agreement or the transactions contemplated herein will be made by any of Hypercharge, Spark or Spark Shareholders without prior consultation with the other provided however that the foregoing will not apply to any announcement by any party required in order to comply with applicable Securities Laws.
- (b) Unless and until the transactions contemplated in this Agreement will have been completed, except with the prior written consent of the other parties, each of the parties and its respective employees, officers, directors, shareholders, agents, advisors and other representatives will hold all information received from the other party in strictest confidence, except such information and documents already available to the public or as are required to be filed or disclosed by applicable law.

- (c) All such information and documents in any form or medium whatsoever, including, but without limitation, copies thereof and derivative materials made there from will be returned to the party originally delivering them, or at the direction of such party, destroyed, in the event that the transactions provided for in this Agreement are not completed.
- 11.3 Further Assurances. Each of the parties hereto will co-operate with the others and execute and deliver to the other parties hereto such other instruments and documents and take such other actions as may be reasonably requested from time to time by any other party hereto as necessary to carry out, evidence, and confirm the intended purposes of this Agreement.
- 11.4 Amendment. This Agreement may not be amended except by an instrument in writing signed by each of the parties.
- 11.5 Expenses. Each of Hypercharge, Spark Shareholders and Spark will bear its respective legal costs incurred in connection with the preparation, execution and performance of this Agreement and the Transaction contemplated hereby. Notwithstanding the foregoing in the event that the Closing does not occur, each of the parties will be responsible for all costs (including, but not limited to, financial advisory, accounting, legal and other professional or consulting fees and expenses) incurred by it in connection with the transactions hereby contemplated.
- 11.6 Independent Legal Advice. Each of Spark and Spark Shareholders hereby acknowledges that this Agreement was prepared by Macdonald Tuskey as independent counsel for Hypercharge and that Macdonald Tuskey does not represent either Spark or Spark Shareholders. By signing this Agreement, each of Spark and Spark Shareholders confirms that they fully understand this Agreement and (a) have obtained independent legal advice or (b) waive the right to obtain independent legal advice.
- 11.7 Entire Agreement. This Agreement, the schedules attached hereto and the other documents in connection with this transaction contain the entire agreement between the parties with respect to the subject matter hereof and supersede all prior arrangements and understandings, both written and oral, expressed or implied, with respect thereto. Any preceding correspondence or offers are expressly superseded and terminated by this Agreement.
- 11.8 Notices. All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given if sent by personal delivery, faxed with electronic confirmation of delivery, internationally-recognized express courier or registered or certified mail (return receipt requested), postage prepaid, to the parties at the addresses on the first page of this Agreement (or at such other address for a party as will be specified by like notice), with a copy (which will not constitute notice) to:

Macdonald Tuskey
Suite 409-221 West Esplanade
North Vancouver, BC V7M 3J3

Attention: James Spagnuolo
Telephone: (604) 973-0579
Facsimile: (604) 973-0280

All such notices and other communications will be deemed to have been received:

- (a) in the case of personal delivery, on the date of such delivery;
- (b) in the case of a fax, when the party sending such fax has received electronic confirmation of its delivery;

- (c) in the case of delivery by internationally-recognized express courier, on the business day following dispatch; and
 - (d) in the case of mailing, on the fifth business day following mailing.
- 11.9 Headings. The headings contained in this Agreement are for convenience purposes only and will not affect in any way the meaning or interpretation of this Agreement.
- 11.10 Benefits. This Agreement is and will only be construed as for the benefit of or enforceable by those persons party to this Agreement.
- 11.11 Assignment. This Agreement may not be assigned (except by operation of law) by any party without the consent of the other parties.
- 11.12 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia applicable to contracts made and to be performed therein.
- 11.13 Construction. The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction will be applied against any party.
- 11.14 Gender. All references to any party will be read with such changes in number and gender as the context or reference requires.
- 11.15 Business Days. If the last or appointed day for the taking of any action required or the expiration of any rights granted herein shall be a Saturday, Sunday or a legal holiday in the Province of British Columbia, Canada, then such action may be taken or right may be exercised on the next succeeding day which is not a Saturday, Sunday or such a legal holiday.
- 11.16 Counterparts. This Agreement may be executed in one or more counterparts, all of which will be considered one and the same agreement and will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart.
- 11.17 Electronic Execution. This Agreement may be executed by delivery of executed signature pages by fax or email in PDF format and such fax or electronic execution will be effective for all purposes.
- 11.18 Schedules and Exhibits. The schedules and exhibits are attached to this Agreement and incorporated herein.

[Signature Page Follows]

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

HYPERCHARGE NETWORKS CORP.

Per: /s/ "David Bibby"
David Bibby
Chief Executive Officer

SPARK CHARGING SOLUTIONS INC.

Per: /s/ "Sion Jones"
Sion Jones
Director

SPARK SHAREHOLDERS:

BANANARAMA HOLDINGS INC.

Per: /s/ "Cheryl Jones"
Name: Cheryl Jones
Title: President

MAC HOLDINGS CORP.

Per: /s/ "Michael Frenette"
Name: Michel Frenette
Title: Director