SHARE SUBSCRIPTION AGREEMENT

Disclaimer
The offer under this Agreement is addressed solely to Brigadier Gold Limited. Any offer or invitation in respect of the Purchased Shares is capable of acceptance only by Brigadier Gold Limited and is not transferable.
No document has registered as a prospectus with the Monetary Authority of Singapore in connection with the Share Subscription (as defined below). Accordingly, this Agreement and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Purchased Shares (as defined below) may not be circulated or distributed, nor may the Purchased Shares be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, in contravention of the *Securities and Futures Act* (Cap. 289 of Singapore).

THIS AGREEMENT is made effective as of the 19th day of August, 2019.

BETWEEN:

BRIGADIER GOLD LIMITED a corporation incorporated pursuant to the laws of the Province of Ontario.

(hereinafter referred to as the "**Purchaser**")

-and-

NATURAL SOURCE GROUP PTE. LIMITED, a corporation governed by the laws of Singapore.

(hereinafter referred to as the "**Issuer**")

WHEREAS:

A. Subject to the terms and conditions set forth herein, the Purchaser will subscribe for and agrees to purchase from the Issuer and the Issuer agrees to sell to the Purchaser (the "**Share Subscription**") an aggregate of 2,000,000 ordinary shares ("**Ordinary Shares**") in the Issuer (collectively, the "**Purchased Shares**") at a subscription price of USD$0.10 per Purchased Share for an aggregate purchase price of USD$200,000 (the "**Purchase Price").**

B. The Share Subscription will be undertaken by way of private placement in accordance with section 272B of the *Securities and Futures Act* (Chapter 289 of Singapore). As such, no prospectus, offer document or offer information statement will be lodged with the Monetary Authority of Singapore in connection with the Share Subscription.

C. The Purchaser's common shares are listed on the NEX board of the TSX Venture Exchange (the "**TSXV**") and the Share Subscription, together with the CGA Transaction (as such term is hereinafter defined) (collectively, the "**NSG Transaction**") is intended to constitute a "change of business" transaction (the "**COB Transaction**") wherein the Purchaser will become an "investment issuer".

D. The Purchaser will apply to list its shares on the Canadian Securities Exchange ("**CSE**") and will apply to the TSXV to de-list its shares in connection with the COB Transaction.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual promises contained herein and for other good and valuable consideration, including the payment to the Issuer of the Purchase Price (as defined herein), the receipt and sufficiency of which are ereby acknowledged by each of the parties hereto, the parties hereto agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Defined Terms

In this Agreement:

"**Agreement**" means this subscription agreement as may be amended, supplemented, modified, restated or replaced from time to time.

"**Applicable Law**" means any statute, law, bylaw, rule or regulation or any judgment, order, award, writ, injunction or decree of any Governmental Body to which a specified person or property is subject;

"**Board**" means the board of directors of the Issuer as constituted from time to time;

"**Business Day**" means a day other than a Saturday or Sunday on which Canadian chartered banks are open for the transaction of regular business in the City of Vancouver, British Columbia;

"**CBD Exclusive Rights**" has the meaning ascribed thereto in Section 3.1 of this Agreement;

"**Closing**" means the closing of the sale and purchase of the Purchased Shares;

"**Closing Date**" has the meaning ascribed to such term in Section 4.1 of this Agreement;

"**Closing Time**" means 10:00 a.m. (Vancouver time) on the Closing Date or such other time as the Issuer and the Purchaser may mutually agree upon;

"**COB Transaction**" has the meaning ascribed to such term in the recitals of this Agreement;

"**Companies Act"** means the *Companies Act (Chapter 50 of Singapore);*

"**CGA Investment Agreement**" means the agreement among the Purchaser, the Issuer and James Foster with respect to the CGA Transaction;

"**CGA Transaction**" means the acquisition by the Purchaser of common shares, and convertible debentures of CBD Group Asia Limited, proposed to be completed in connection with the COB Transaction pursuant to the terms of the CGA Investment Agreement;

"**CSE**" has the meaning ascribed to such term in the recitals of this Agreement;

"**Encumbrance**" means any encumbrance, lien, charge, security interest, hypothec, pledge, mortgage, conditional sale or other title retention, assignment, claim or other interest in property or any agreement, instrument, commitment, obligation or understanding to create any of the foregoing;

"**Form 2A Listing Statement**" means the listing statement of the Purchaser to be prepared in accordance with CSE policies and filed on SEDAR at www.sedar.com describing the COB Transaction;

"**Governmental Entity**" means any duly constituted government, whether federal, provincial or municipal, and any minister, department, commission, board, bureau, agency, tribunal, authority, stock exchange, instrumentality or court.

"**including**" means "including without limitation", and "**includes**" means "includes without limitation".

"**Issuer Nominee**" means the Issuer, including any subsidiary of the Issuer, or other nominee of the Issuer (as elected by the Issuer in its sole and absolute discretion from time to time);

"**Ordinary Shares**" has the meaning ascribed to such term in the recitals of this Agreement;

"**Party**" means a party to this Agreement and any reference to a Party includes its successors and permitted assigns, and "**Parties**" means every Party.

"**Person**" means any individual, partnership, limited partnership, limited liability company, joint venture, syndicate, sole proprietorship, company or corporation with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, regulatory body or agency, government or governmental agency, authority or entity however designated or constituted.

"**Purchased Shares**" has the meaning ascribed to such term in the recitals of this Agreement;

"**Purchase Price**" has the meaning ascribed to such term in the recitals of this Agreement;

"**Purchaser Shares**" means the common shares of the Purchaser;

"**Regulatory Approval**" means, any consent, waiver, permit, exemption, review, order, decision or approval of, or any registration and filing with, any Governmental Entity, or the expiry, waiver or termination of any waiting period imposed by Applicable Law or a Governmental Entity, in each case in connection with, or required to lawfully complete, this Agreement; and

"**Termination Date**" has the meaning ascribed to such term in Section 4.1 of this Agreement; and

"**TSXV**" has the meaning ascribed to such term in the recitals of this Agreement.

1.2 Sections and Headings

The division of this Agreement into Articles, Sections, Subsections, Schedules and other subdivisions and the insertion of headings is for convenience of reference only and will not affect or be utilized in the construction or interpretation hereof. Unless otherwise stated, all references herein to Articles, Sections, Subsections and Schedules are to those in or to this Agreement.

1.3 Expanded Meanings

Unless the context otherwise necessarily requires:

(a) words used herein importing the singular number only will include the plural and vice versa, and words importing the use of any gender will include all genders;

(b) the terms "in writing" or "written" include printing, typewriting, or any electronic means of communication by which words are capable of being visually reproduced at a distant point of reception, including by telecopier; and

(c) references herein to any agreement or instrument, including this Agreement, will be deemed to be references to the agreement or instrument as varied, amended, modified, supplemented or replaced from time to time, and any specific references herein to any legislation or enactment will be deemed to be references to such legislation or enactment as the same may be amended or replaced from time to time.

1.4 Business Day

Where any date specified in this Agreement falls on a day that is not a Business Day, such date will be deemed to be the next Business Day.

1.5 Currency

In this Agreement, all references to "$" refer to United States dollars unless otherwise specified.

ARTICLE 2
PURCHASE AND SALE OF SHARES

2.1 Purchase of Purchased Shares

(a) At the Time of Closing, subject to the terms and conditions of this Agreement, Issuer will sell and transfer to the Purchaser and the Purchaser will purchase and accept from Issuer, the Purchased Shares.

(b) The Purchased Shares will be issued pursuant to a private placement exemption under Section 272B of the *Securities and Futures Act (Chapter 289)* and accordingly no prospectus or offer information statement will be issued by the Issuer in connection with the Share Subscription.

2.2 Purchase Price

The aggregate purchase price payable to Issuer by the Purchaser for the Purchased Shares is $200,000 (representing a price of $0.10 per Ordinary Share) (the "**Purchase Price**"). The Purchase Price will be paid and satisfied at Closing by way of cheque or wire transfer payable to Issuer in the amount representing the Purchase Price.

ARTICLE 3
CBD EXCLUSIVE RIGHTS

3.1 CBD Exclusive Rights

Subject to the Applicable Law, the Issuer agrees to procure that the Issuer Nominee grants to the Purchaser at the Closing Time, in consideration for entering into this Agreement and for the Share Subscription, the exclusive right to provide or source, directly or indirectly, cannabidiol ("**CBD")** products to the Issuer Nominee, and that the Issuer Nominee shall pay a royalty of the revenues received from the sale by the Issuer Nominee of such CBD products to the Purchaser or other supplier of CBD products as sourced by and approved by the Purchaser with the applicable rate of such royalty being determined by the parties in good faith for each CBD product. In the event the Issuer Nominee enters into an agreement with a third party with respect to the distribution of products which contain CBD without the prior approval of the Purchaser, the Issuer Nominee agrees to pay to the Purchaser an amount per annum representing 5% of the revenues derived from the sale of such CBD product (the "**CBD Exclusive Rights**").

3.2 Term of CBD Exclusive Rights

Subject to the Applicable Law, the CBD Exclusive Rights shall remain in effect for a period of ten (10) years following the Closing Date, provided the Purchaser continues to hold not less than half of the Purchased Shares.

ARTICLE 4
CLOSING ARRANGEMENTS

4.1 Time and Place of Closing

(a) The completion of the Share Subscription (the "**Closing**") shall occur on the date (the "**Closing Date**") which is five (5) Business Days following the day upon which all of the approvals required to be obtained pursuant to this Agreement, including the approvals described in Section 4.2(a) hereof have been obtained or such earlier or later date as the Issuer and the Purchaser may agree provided however that such date shall be no fewer than seven (7) Business Days after the filing of the Form 2A Listing Statement on SEDAR. The parties shall use their best efforts to cause the Closing Date to be on or before November 30, 2019, however, if the Closing Date shall not have occurred on or before November 30, 2019 (the "**Termination Date**"), or such later date as the parties hereto agree to in writing on or before the Termination Date (as last extended), this Agreement will automatically terminate, and neither the Issuer nor the Purchaser will have any further rights or obligations hereunder, unless the Issuer or the Purchaser waive the benefit of such conditions as are of benefit to them respectively by delivering a written notice of such waiver to the other on or before the Termination Date (as last extended), in which event the Closing shall occur on the second Business Day following the day upon which the Issuer or the Purchaser receives such written notice of waiver from the other, or such other date as agreed to by the Purchaser and Issuer.

(b) The Closing will be completed on the Closing Time at the offices of the Purchaser's legal counsel or such other location as the Issuer and the Purchaser may determine.

4.2 Purchaser's Closing Deliveries

At Closing, the Purchaser will deliver, or cause to be delivered, to the Issuer the following:

(a) evidence that the CSE has conditionally approved the NSG Transaction, the COB Transaction, and that the TSXV has accepted the Purchaser's application to delist the Purchaser Shares from trading on the facilities of the TSXV;

(b) (i) evidence from the relevant bank evidencing that the Purchase Price has been irrevocably transferred to the Issuer; and (ii) the receipt of the Purchase Price in the bank account nominated by the Issuer or such other form of evidence of payment of the Purchase Price to the Issuer as as may be reasonably acceptable to the Issuer;

(c) an officer's certificate of the Purchaser, certifying, among other things, that the Purchaser is not legally prohibited or restricted from entering into and performing its obligations under this Agreement, confirming the representations and warranties contained in this Agreement remain true and correct at the time of Closing and attaching the Purchaser's constitution and articles (including all amendments thereto); and

(d) certified true copies of the resolutions of the board of directors of the Purchaser approving, amongst others, the entry into this Agreement, the Share Subscription and the transactions contemplated herein.

4.3 <u>Issuer's Closing Deliveries</u>

At Closing, the Issuer will, against compliance by the Purchaser of its obligations under Article 4.2 above, deliver, or cause to be delivered, to the Purchaser the following:

(a) a copy of the updated electronic register of members of the Company filed with the Accounting and Corporate Regulatory Authority of Singapore recording the Purchaser as the registered holder of the Purchased Shares;

(b) copies of the original definitive share certificates in respect of the Purchased Shares, duly signed for and on behalf of the Company in accordance with the provisions of the constitution of the Company;

(c) an officer's certificate of the Issuer, certifying, among other things, that the Issuer is not legally prohibited or restricted from entering into and performing its obligations under this Agreement, confirming the representations and warranties contained in this Agreement remain true and correct at the time of Closing and attaching the Issuer's constitution and articles (including all amendments thereto); and

(d) and the resolutions of the Board approving the Share Subscription which resolution shall include among other things, the approval of the entry into the Issuer's register of members and any other relevant registers or statutory books maintained by the Issuer, of the name of the Purchaser and/or such person(s) as may be directed by the Purchaser as the holder of the Purchased Shares.

ARTICLE 5
COVENANTS, REPRESENTATIONS AND WARRANTIES OF ISSUER

5.1 Issuer represents and warrants to the Purchaser, and acknowledges that the Purchaser is relying on such representations and warranties in connection with its purchase of the Purchased Shares, that as of the Time of Closing:

(a) The Issuer and each Subsidiary is a valid and subsisting corporation duly incorporated under the laws of its jurisdiction of incorporation and is in good standing with respect to all corporate filings required under the laws of such jurisdiction;

(b) The Issuer and each Subsidiary is duly registered and licensed to carry on business in the jurisdictions in which it carries on business or owns property where so required by the laws of that jurisdiction and is not otherwise precluded from carrying on business or owning property in such jurisdictions by any other commitment. agreement or document and no steps or proceedings have been taken by any Person, voluntary or otherwise, requesting or authorizing the dissolution or winding-up of the Issuer;

(c) The Issuer and each Subsidiary has full corporate power and authority to carry on its business as now carried on by it, the creation, execution, delivery and performance of this Subscription Agreement has been duly authorized by all necessary corporate action on the part of the Issuer, the person executing this Subscription Agreement on behalf of the Issuer has the necessary power and authority to do so and this Subscription Agreement constitutes a valid and legally binding obligation of the Issuer enforceable against the Issuer in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law);

(d) The Issuer has [redacted] Ordinary Shares outstanding as of the date of this Agreement, without accounting for the Purchased Shares, all of which are validly issued and outstanding as fully paid and non-assessable shares of the Issuer.

(e) the Issuer has full corporate power and authority to enter into this Agreement and to issue the Purchased Shares and at the Closing Date, the Purchased Shares will be duly and validly authorized for issuance and the Purchased Shares will be issued as fully paid and non-assessable.

(f) the issue of the Purchased Shares is within the limits of the Share Issue Mandate;

(g) the Purchased Shares will be issued free from all claims, charges, liens and other encumbrances whatsoever and shall rank *pari passu* in all respects with the then existing issued Ordinary Shares, except for any dividends, rights, allotments or other distributions, the record date for which falls before the Closing Date;

(h) the sale of the Purchased Shares will be exempt from the prospectus requirements of the Applicable Laws and no document will be required to be filed and no proceeding taken or approval, permit, consent, order or authorization obtained under the Applicable Laws in connection with the first trade of the Purchased Shares;

(i) this Agreement has been duly authorized, executed and delivered by Issuer and is a legal, valid and binding obligation of Issuer, enforceable against Issuer by the other parties hereto in accordance with its terms, except, as enforcement may be limited by bankruptcy, insolvency and other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

(j) none of the Share Subscription, the execution and delivery of this Agreement, the granting of the CBD Exclusive Rights, the compliance by the Issuer with the provisions of this Agreement or the consummation of the transactions contemplated herein and the issuance of the Purchased Shares to the Purchaser, for the consideration and upon the terms and conditions as set forth herein, do or will (i) require the consent, approval, authorization, order or agreement of, or registration or qualification with, any Governmental Entity, except such as have been obtained, or (ii) conflict with or result in any breach or violation of any of the provisions of, or constitute a default under, any indenture, mortgage, deed of trust, lease or other agreement or instrument to which the Issuer is a party or by which they or any of their properties or assets thereof are bound, (iii) conflict with or result in any breach or violation of any provisions of, or constitute a default under the articles or by-laws of the Issuer or any resolution passed by the directors (or any committee thereof) or shareholders of the Issuer, or any statute or any judgment, decree, order, rule, policy or regulation of any court, governmental authority, any arbitrator, stock exchange or Governmental Entity which could have a material adverse effect on the business, operations or financial condition of the Issuer; (iv) cause the suspension or revocation of any authorization, consent, approval or license previously granted to the Issuer that is material to the Issuer and currently in effect; or (vi) materially restrict, hinder, impair or limit the ability of the Issuer to carry on its business in any material respect as and where it is now being carried on;

(k) the Issuer has complied and will comply fully with the requirements of all applicable corporate and securities laws and administrative policies and directions, including, without limitation, the Applicable Laws with respect to the sale of the Purchased Shares; and

(l) the Issuer is not aware of any pending change or contemplated change to any applicable law or regulation or governmental position that would or may reasonably be expected to have a material adverse effect on the business, operations or financial condition of the Issuer or the Subsidiaries as currently constituted or proposed.

5.2 Issuer Acknowledgment

The Issuer acknowledges that the Form 2A Listing Statement and continuous disclosure and regulatory filings of the Purchaser will include disclosure with respect to the business and operations of the Issuer, which may include financial information, and the Issuer agrees that it will upon reasonable request in a timely manner use reasonable commercial efforts to furnish such information and take such actions as are reasonably necessary to ensure the Purchaser remains in compliance with such continuous disclosure requirements or other requirements which may be imposed by the CSE, TSXV or other regulatory body.

ARTICLE 6
ACKNOWLEDGMENTS, REPRESENTATIONS AND WARRANTIES OF PURCHASER

6.1 Acknowledgments

The Purchaser acknowledges that:

(a) there are risks associated with the purchase of the Purchased Shares;

(b) the Purchaser is solely responsible for its own due diligence investigation of the Issuer and its business and for obtaining such legal, investment and tax advice as it considered appropriate in connection with the execution, delivery and performance of this Agreement and the transactions contemplated under this Agreement;

6.2 The Purchaser represents and warrants to Issuer, and acknowledges that Issuer is relying on such representations and warranties in connection with its sale of the Purchased Shares, that:

(a) as of the Time of Closing, this Agreement has been duly authorized, executed and delivered by the Purchaser and is a legal, valid and binding obligation of the Purchaser, enforceable against the Purchaser by the other parties hereto in accordance with its terms, except, as enforcement may be limited by bankruptcy, insolvency and other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction;

(b) the Purchaser shall deal with the Purchased Shares only in accordance with the provisions of the Applicable Law and this Agreement, including but not limited to the provisions of the *Securities and Futures Act* (Cap. 289 of Singapore);

(c) the execution and delivery of, and the performance by the Purchaser of the Purchaser's obligations under this Agreement and any other related documents to which the Purchaser is a party will not and are not likely to result in a breach of, or give any third party, a right to terminate or modify or result in the creation of any encumbrance under, any agreement, licence or other instrument or result in a breach of any order, judgement or decree of any court, governmental agency or regulatory body to which the Purchaser is a party or by which the Purchaser or any of its assets are bound; and

(d) no action, suit, proceeding, litigation or dispute against the Purchaser is presently taking place or pending or, to the Purchaser's knowledge, threatened which would or might be expected to inhibit the Purchaser's ability to perform the Purchaser's obligations under this agreement or any other related documents to which the Purchaser is a party.

6.3 In accordance with the Applicable Laws, the Purchaser undertakes that this Agreement and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Purchased Shares may not be circulated or distributed, nor may the Purchased Shares be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, in contravention of the *Securities and Futures Act* (Cap. 289 of Singapore).

ARTICLE 7
SURVIVAL OF REPRESENTATIONS AND WARRANTIES

7.1 **Survival of Representations and Warranties of Issuer**

The representations and warranties of the Issuer contained in Article 5 of this Agreement shall survive the Closing Date until 12 months from the Closing Date, and notwithstanding the Closing Date and any inspection or inquiries made by or on behalf of the Purchaser, shall continue in full force and effect for the benefit of the Purchaser, after which time the Issuer shall be released from all obligations in respect of such representations and warranties except with respect to any claims asserted by the Purchaser in writing (setting out in reasonable detail the nature of the claim and the approximate amount of such claim) before the expiration of such period.

7.2 **Survival of Representations and Warranties of Purchaser**

The representations and warranties of the Purchaser contained in Article 6 of this Agreement shall survive the Closing Date until 12 months from the Closing Date, and notwithstanding the Closing Date and any inspection or inquiries made by or on behalf of the Issuer, shall continue in full force and effect for the benefit of the Issuer, after which time the Purchaser shall be released from all obligations in respect of such representations and warranties except with respect to any claims asserted by the Purchaser in writing (setting out in reasonable detail the nature of the claim and the approximate amount of such claim) before the expiration of such period.

ARTICLE 8
CONDITIONS OF CLOSING

8.1 Mutual Conditions of Closing

The respective obligations of the parties hereto to consummate the transactions contemplated hereby are subject to the satisfaction, on or prior to the Closing Time, of the following conditions any of which may be waived by the mutual consent of such parties without prejudice to their rights to rely on any other or others of such conditions:

(a) the Purchaser having filed the Form 2A Listing Statement on SEDAR at www.sedar.com; and

(b) no notice having been received by the parties stating that the allotment, issuance and subscription of the Purchased Shares are prohibited (except where relevant waivers have been obtained from the relevant Governmental Entity) by any statute, order, rule, regulation or practice direction promulgated or issued (whether before or after the date of this Subscription Agreement) by any Governmental Entity on or before the date on which the conditions set out in Articles 8.1(a) to 8.1(c) have been satisfied (or waived as the case may be).

8.2 Conditions of Closing in Favour of the Purchaser

Completion of the purchase of the Purchased Shares hereunder by the Purchaser will be subject to fulfilment and satisfaction of the following conditions, which are for the exclusive benefit of the Purchaser, which are to be performed or fulfilled or satisfied at or prior to the Time of Closing:

(a) no notice having been received by the Purchaser of any pending or threatened legal or regulatory action or proceeding by any Person that has the effect of restricting or prohibiting the purchase and sale of the Purchased Shares on or before the date on which the conditions set out in Articles 8.2(b) to 8.1(c) have been satisfied (or waived as the case may be);

(b) the approval of the board of directors of the Purchaser; and

(c) receipt of all applicable Regulatory Approvals in connection with the NSG Transaction and COB Transaction, including without limitation conditional acceptance of the Share Subscription, COB Transaction and listing of the Purchaser Shares by the CSE.

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

8.3 Conditions of Closing in Favour of Issuer

Completion of the sale of the Purchased Shares hereunder by the Issuer, will be subject to the approval of the Board of the Issuer being obtained at or prior to the Time of Closing, for the exclusive benefit of Issuer.

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

ARTICLE 9
MISCELLANEOUS

9.1 Notices

(a) Any notice or other communication required or permitted to be given under this Agreement or pursuant to any document delivered to the Issuer or the Purchaser pursuant to this Agreement will be in writing and will be delivered in person or sent by pre-paid courier or mail, or sent by facsimile, e-mail or other similar form of recorded communication, addressed as follows:

(i) if to Issuer:

Attention: James Foster, Chief Executive Officer
Email: [redacted]

(ii) if to the Purchaser:

Attention: Ranjeet Sundher, Chief Executive Officer
Email: [redacted]

(b) Any such notice or other communication will be deemed to have been given and received on the day on which it was delivered or transmitted (or, if such day is not a Business Day, on the next following Business Day) or, if mailed, on the third Business Day following the date of mailing; provided, however, that if at the time of mailing or within three Business Days thereafter there is or occurs a labour dispute or other event that would reasonably be expected to disrupt the delivery of documents by mail, any notice or other communication hereunder will be delivered or transmitted by means of recorded electronic communication as aforesaid. "**Business Day**" means any day, other than a Saturday, Sunday or statutory holiday, on which commercial banks are open for business in Edmonton, Alberta. Any party hereto may change its address for service from time to time by giving notice to the other parties hereto in accordance with this Section 9.1.

9.2 Fees

Each of the parties hereto will pay their respective legal and accounting costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement and all documents and instruments executed pursuant hereto and any other costs and expenses whatsoever and howsoever incurred. There are no brokerage, commission or similar costs payable in connection with this Agreement or the purchase and sale of the Purchased Shares.

9.3 Further Assurances

Each Party hereto will, at all times after the Closing Date, promptly execute and deliver all such documents, including, without limitation, all such additional conveyances, transfers, consents and other assurances and do all such other acts and things as the other party, acting reasonably, may from time to time request be executed or done in order to better evidence or perfect or effectuate any provision hereof or of any agreement or other document executed pursuant hereto or any of the respective obligations intended to be created hereby or thereby; and

9.4 Entire Agreement; Amendment and Waiver

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, written or oral. There are no terms, conditions, covenants, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof except as herein provided. No amendment or waiver of any provision of this Agreement will be binding on any party hereto unless consented to in writing by such party. No waiver of any provision of this Agreement will constitute a waiver of any other provision nor will any waiver constitute a continuing waiver unless otherwise provided.

9.5 Time of Essence

Time will be of the essence of this Agreement.

9.6 Applicable Law

This Agreement will be governed by the laws of the Province of British Columbia and the federal laws of Canada applicable therein. The parties hereby irrevocably submit and attorn to the non-exclusive jurisdiction of the courts of the Province of British Columbia for all matters arising out of or relating to any of the transactions contemplated herein.

9.7 Severability

Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and any such prohibition or unenforceability in any jurisdiction will not invalidate or render unenforceable such provision in any other jurisdiction.

9.8 Independent Legal Advice

Each of the Parties acknowledges that it has received independent legal advice regarding execution and delivery of this Agreement, and if it has not received such independent legal advice, it acknowledges that it is entitled to receive such independent legal advice and has chosen not to receive such advice.

9.9 Successors and Assigns

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

9.10 Counterparts

This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered will be deemed an original, but all such counterparts will together constitute one and the same agreement. This Agreement may be executed and delivered by facsimile in accordance herewith, which when so executed and delivered will constitute a binding agreement.

[*remainder of page intentionally left blank; signature page follows*]

IN WITNESS WHEREOF this Agreement has been executed by the parties as of the date first above written.

NATURAL SOURCE GROUP PTE. LIMITED

Per: *(Signed) "James Foster"*
James Foster
Chief Executive Officer

BRIGADIER GOLD LIMITED

Per: *(Signed) "Ranjeet Sundher"*
Ranjeet Sundher
President and Chief Executive Officer