

**SHARE PURCHASE AND DEVELOPMENT AGREEMENT**

**BETWEEN**

**CORONADO RESOURCES LTD.**

– and –

**SKYRUN TECHNOLOGY CORP.**

– and –

**WAYNE HORNG-WOEI CHEN**

– and –

**RODNEY HSU**

**AUGUST 28, 2018**

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## SHARE PURCHASE AND DEVELOPMENT AGREEMENT

THIS AGREEMENT is dated as of August 28, 2018

### BETWEEN:

**CORONADO RESOURCES LTD.**, a company  
incorporated under the laws of British Columbia

(“**Coronado**”)

- and -

**SKYRUN TECHNOLOGY CORP.**, a company  
incorporated under the laws of British Columbia

(the “**Corporation**”)

- and -

**WAYNE HORNG-WOEI CHEN**, an individual residing in  
British Columbia

(“**Chen**”)

- and -

**RODNEY HSU**, an individual residing in British Columbia

(“**Hsu**” and together with “**Chen**”, collectively, the “**Principals**”)

### CONTEXT:

- A.** The Corporation is a company existing under the laws of the Province of British Columbia, having an authorized share structure consisting of no maximum common and no maximum preferred shares, of which 100 common shares are issued to Chen and 100 common shares are issued to Hsu.
- B.** The Principals are the owners of all of the issued and outstanding shares in the capital of the Corporation (the “**Purchased Shares**”).
- C.** The Corporation owns a digital brokerage platform named Coincurve (“**Coincurve**”).
- D.** The Principals want to sell to Coronado and Coronado wants to purchase from the Principals the Purchased Shares.

**THEREFORE**, the parties agree as follows:

## ARTICLE 1 DEFINITIONS

### 1.1 Definitions

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

- 1.1.1 “**Affiliate**” means an affiliate as that term is defined in the *Business Corporations Act* (British Columbia).
- 1.1.2 “**Agreement**” means this agreement, including all Schedules and Exhibits, as it may be confirmed, amended, modified, supplemented or restated by written agreement between the Parties.
- 1.1.3 “**Business Day**” means any day excluding a Saturday, Sunday or statutory holiday in the Province of British Columbia.
- 1.1.4 “**Claim**” means any claim, demand, action, cause of action, suit, arbitration, investigation, proceeding, complaint, grievance, charge, prosecution, assessment or reassessment, including any appeal or application for review.
- 1.1.5 “**Closing**” means the completion of the sale to, and purchase by, Coronado of the Purchased Shares pursuant to this Agreement.
- 1.1.6 “**Closing Date**” means a date that the Parties may agree is the date upon which the Closing will take place.
- 1.1.7 “**Closing Time**” means 9:00 a.m. (Vancouver time) on the Closing Date or any other time on the Closing Date as may be agreed by the Parties.
- 1.1.8 “**Coincurve**” means the digital brokerage platform named “Coincurve” which is owned and operated by the Corporation on the date hereof.
- 1.1.9 “**Confidential Information**” means any information relating to the Corporation, Coincurve or the Skyrun Assets or to the operations, assets, subsidiaries, customers, suppliers, products, pricing, financial information, business plans, trade secrets and market strategies of the Corporation or Coronado, whether communicated in written form, orally, visually, demonstratively, technically or by any other electronic form or other media, or committed to memory, and whether or not designated, marked, labelled or identified as confidential or proprietary, including all analyses, compilations, records, data, reports, correspondence, memoranda, specifications, materials, applications, technical data, studies, derivative works, reproductions, copies, extracts, summaries or other documents containing or based upon, in whole or in part, any of the information listed above in this Section 1.1.9.
- 1.1.10 “**Coronado Shares**” means common shares in the capital of Coronado.
- 1.1.11 “**Development**” shall mean any development and consulting work, including but not limited to, the development, programming or modification of existing or new software or systems or any part thereof for any purpose to provide the functionality of Coincurve or to achieve the Milestone Events.
- 1.1.12 “**Encumbrance**” means any security interest, mortgage, charge, pledge, hypothec, lien, encumbrance, restriction, option, adverse claim, right of others or other encumbrance of any kind.
- 1.1.13 “**ETA**” means Part IX of the Excise Tax Act (Canada).

1.1.14 “**Governmental Authority**” means:

- 1.1.14.1 any federal, provincial, state, local, municipal, regional, territorial, aboriginal, or other government, governmental or public department, branch, ministry, or court, domestic or foreign, including any district, agency, commission, board, arbitration panel or authority and any subdivision of any of them exercising or entitled to exercise any administrative, executive, judicial, ministerial, prerogative, legislative, regulatory, or taxing authority or power of any nature; and
- 1.1.14.2 any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of them, and any subdivision of any of them.

1.1.15 “**GST/HST**” means the goods and services tax and the harmonized sales tax imposed under the ETA.

1.1.16 “**Intellectual Property**” means:

- 1.1.16.1 trade-marks, design marks, logos, service marks, certification marks, official marks, trade names, business names, corporate names, trade dress, distinguishing guises, slogans, meta tags, keywords, adwords and other characters, brand elements or other distinguishing features used in association with wares or services, whether or not registered or the subject of an application for registration and whether or not registrable, and associated goodwill (“**Trade-marks**”);
- 1.1.16.2 inventions, arts, processes, machines, articles of manufacture, compositions of matter, business methods, formula, developments and improvements, whether or not patented or the subject of an application for patent and whether or not patentable, methods and processes for making any of them, and related documentation (whether in written or electronic form) and know-how (“**Inventions**”);
- 1.1.16.3 software in source code or object code form, documentation, literary works, artistic works, pictorial works, graphic works, musical works, dramatic works, audio visual works, performances, sound recordings and signals, including their content, and any compilations of any of them, whether or not registered or the subject of an application for registration, or capable of being registered (“**Works**”);
- 1.1.16.4 domain names, whether registered primary domain names or secondary or other higher level domain names (“**Domain Names**”);
- 1.1.16.5 industrial designs and all variants of industrial designs, whether or not registered or the subject of an application for registration and whether or not registrable (“**Designs**”); and
- 1.1.16.6 trade secrets, technical expertise, and research data and other confidential information relating to goods and services.

1.1.17 “**Intellectual Property Rights**” means:

- 1.1.17.1 any common law principle or statutory provision which may provide a right in Intellectual Property, including all:
- i) common law rights and registrations, pending applications for registration and rights to file applications for the Trade-marks, including all rights of priority;
  - ii) patents, pending patent applications and rights to file applications for the Inventions, including all rights of priority and rights in continuations, continuations-in-part, divisions, reissues, renewals, re-examinations, exclusions, and other derivative applications and patents;
  - iii) copyrights in Works and all registrations, pending applications for registration and rights to file applications for Works and all moral rights and benefits of waivers of moral rights in Works;
  - iv) registrations, pending applications for registration and rights to file applications for registration of Domain Names and all other common law and statutory rights in Domain Names; and
  - v) industrial design rights, design patents, design registrations, pending patent and design applications and rights to file applications for Designs, including all rights of priority and rights in continuations, continuations-in-part, divisions, re-examinations, reissues and other derivative applications;
- 1.1.17.2 all rights in licences, sub-licences, franchise agreements, waivers and other contractual rights in any of the items listed in Section 1.1.17.1; and
- 1.1.17.3 all rights to enforce the rights and obtain remedies for a violation of any of the rights listed in Sections 1.1.17.1 and Section 1.1.17.2.
- 1.1.18 “**ITA**” means the Income Tax Act (Canada).
- 1.1.19 “**Laws**” or “**Laws**” means all laws, statutes, codes, ordinances, decrees, rules, regulations, by-laws, statutory rules, principles of law, published policies and guidelines, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings or awards, including general principles of common and civil law, and the terms and conditions of any grant of approval, permission, authority or licence of any Governmental Authority, and the term "applicable" with respect to Laws and in a context that refers to one or more Persons, means that the Laws apply to the Person or Persons, or its or their business, undertaking or property, and emanate from a Governmental Authority having jurisdiction over the Person or Persons or its or their business, undertaking or property.
- 1.1.20 “**Licensed IP**” means the Intellectual Property and Intellectual Property Rights owned by Persons other than the Corporation and which the Corporation uses or intends to use, including Intellectual Property owned by those Persons relating to Coincurve.
- 1.1.21 “**Loss**” means any loss, liability, damage, cost, expense, charge, fine, penalty or assessment including the costs and expenses of any action, suit, proceeding, demand, assessment, judgment, settlement or compromise and all interest, fines, penalties and reasonable

professional fees and disbursements, but excluding loss of profits (whether as direct or indirect damages) and punitive, exemplary, indirect, special and consequential damages.

- 1.1.22 “**Milestone Event**” has the meaning ascribed thereto in Section 2.3.2.
- 1.1.23 “**Originating Persons**” means all current and former employees, officers, directors and consultants of the Corporation, including, in the case of a consultant that is not an individual, all employees, officers, directors, shareholders and partners of the consultant.
- 1.1.24 “**Owned IP**” means all Intellectual Property that is owned by the Corporation, including Intellectual Property relating to Coincurve, as well as all Intellectual Property Rights that are owned or enforceable by the Corporation;
- 1.1.25 “**Parties**” means the Corporation, the Principals and Coronado, collectively, and “**Party**” means any of them.
- 1.1.26 “**Person**” will be broadly interpreted and includes:
  - 1.1.26.1 a natural person, whether acting in his or her own capacity, or in his or her capacity as executor, administrator, estate trustee, trustee or personal or legal representative, and the heirs, executors, administrators, estate trustees, trustees or other personal or legal representatives of a natural person;
  - 1.1.26.2 a corporation or a company of any kind, a partnership of any kind, a sole proprietorship, a trust, a joint venture, an association, an unincorporated association, an unincorporated syndicate, an unincorporated organization or any other association, organization or entity of any kind; and
  - 1.1.26.3 a Governmental Authority.
- 1.1.27 “**Skyrun Assets**” means the properties, rights and assets listed in Schedule “A” attached hereto.
- 1.1.28 “**Technical Information**” means all technical information owned by or licensed (expressly or impliedly) to the Corporation relating to Coincurve, including all:
  - 1.1.28.1 information of a scientific or business nature, regardless of its form;
  - 1.1.28.2 documentation with respect to research, development, demonstration or engineering work;
  - 1.1.28.3 information that can be or is used to define a design or process, or to procure, produce, support or operate materials or equipment;
  - 1.1.28.4 information regarding methods of production;
  - 1.1.28.5 other drawings, blueprints, patterns, plans, flow charts, equipment parts lists, computer software and procedures, specifications, protocols, data structures, formulas, designs, technical data, descriptions, related instruction manuals, records, passwords, and procedures; and
  - 1.1.28.6 data and databases, whether registered or unregistered.

## ARTICLE 2 PURCHASE AND SALE

### 2.1 Agreement of Purchase and Sale

Subject to the terms and conditions of this Agreement, on the Closing Date, the Principals will sell, and Coronado will purchase, the Purchased Shares free and clear of any Encumbrances.

### 2.2 Amount of Purchase Price

The aggregate purchase price (the “**Purchase Price**”) payable by Coronado to the Principals for the Purchased Shares will be an aggregate of: (i) \$100.00 in cash; plus (ii) up to 660,000 of Coronado Shares payable to the Principals in accordance with Section 2.3.2.

### 2.3 Payment of Purchase Price

Coronado will satisfy the Purchase Price by delivering payment to the Principals in accordance with the following:

2.3.1 \$100.00 in cash or certified cheque delivered to the Principals on the Closing Date; and

2.3.2 in the event that the following milestone events (each referred to herein as a “**Milestone Event**”) in the table below are achieved on or prior to December 31, 2020, then the Principals shall be entitled to receive the number of Coronado Shares issued according to the following table within 10 Business Days from the date that Coronado receives written notice from the Principals of the completion of each Milestone Event, which is subject to approval by the non-Principal members of the board of directors of Coronado acting reasonably that the Milestone Event has been satisfied, and such notice will include instructions on the allocation amount of the Coronado Shares to Chen and Hsu for completion of the applicable Milestone Event:

Milestone Event	Number of Coronado Shares
The live launch of Coincurve in the Canadian market in a manner that is in compliance with all Laws and the rules, regulations and policies of all applicable stock exchanges and securities commissions.	60,000 (Principals have the discretion to allocate up to 20,000 to a third party)
The completion of an active wallet and credit card application (the “ <b>Active Wallet and Credit Card Application</b> ”) for Coincurve that provides ease of use for users.	60,000
The completion of an additional payment method for Coincurve that further enhances the ease of use for users following the completion of the Active Wallet and Credit Card Application.	20,000
The live launch of Coincurve into <b>[Redacted due to confidentiality]</b> markets outside of Canada that Coronado has pre-approved in a manner that is in compliance with all Laws and the rules, regulations	60,000

and policies of all applicable stock exchanges and securities commissions, which will be an aggregate of <b>[Redacted due to confidentiality]</b> active markets.	
The live launch of Coincurve into <b>[Redacted due to confidentiality]</b> further markets outside of Canada that Coronado has pre-approved in a manner that is in compliance with all Laws and the rules, regulations and policies of all applicable stock exchanges and securities commissions, which will be an aggregate of <b>[Redacted due to confidentiality]</b> active markets.	60,000
Coronado cumulatively completing equity financings of not less than CAD\$ <b>[Redacted due to confidentiality]</b> from the effective date of Coronado's relevant primary stock exchange approved change of business to Interlapse Technologies Corp. (" <b>Interlapse</b> ").	50,000
Coronado reaching earnings before interest, taxes, depreciation, and amortization (" <b>EBITDA</b> ") of CAD\$ <b>[Redacted due to confidentiality]</b> .	50,000
Coronado reaching EBITDA of CAD\$ <b>[Redacted due to confidentiality]</b> .	100,000
Coronado reaching EBITDA of CAD\$ <b>[Redacted due to confidentiality]</b> .	200,000

The Parties acknowledge and agree that the Coronado Shares issued under this Agreement will be subject to a resale restriction of at least four (4) months and a day from the issue date and the share certificates representing the Coronado Shares will bear a legend to that effect. For greater certainty, in the event that the Principals do not achieve the Milestone Events outlined in this Section 2.3.2 by December 31, 2020, or in the event of earlier termination of this Agreement, then the Principals will not be entitled to any further unearned Coronado Shares related to Milestone Events and each remaining Milestone Event will be terminated. In the event that any Milestone Event is achieved prior to the Closing Date, then the Principals will be entitled to receive the applicable number of the Coronado Shares in accordance with the table above following the Closing Date only if this Agreement is not terminated prior to the Closing Date, within 10 Business Days from the date that Coronado receives written notice from the Principals of the completion of the Milestone Event, which is subject to approval by the non-Principal members of the board of directors of Coronado acting reasonably that the Milestone Event has been satisfied, and such notice will include instructions on the allocation amount of the Coronado Shares to Chen and Hsu for completion of the applicable Milestone Event. Any split or consolidation of the Coronado Shares that occurs on or after the date of this Agreement will be applicable to the number of Coronado Shares that the Principals shall be entitled to receive in the above table. The Principals and the non-Principal members of the board of directors of Coronado may mutually agree to any changes to the Milestone Events.

### **ARTICLE 3 CLOSING ARRANGEMENTS**

#### **3.1 Closing Arrangements**

The Closing of the sale of the Purchased Shares will occur on the Closing Date, when Coronado will pay the Purchase Price by delivering to the Principals a certified cheque or bank draft or effecting a wire transfer, as required by Section 2.3.1, against delivery of share certificates representing the Purchased Shares duly endorsed for transfer in blank.

#### **3.2 Closing Documentation**

On the Closing Date the Principals and Coronado will provide each other with documentation to evidence that the execution and delivery of this agreement and the completion of the transactions contemplated by this agreement have been duly authorized by all necessary corporate action on the part of each of them, and each will deliver a certificate, executed by one of its senior officers, to the effect that the representations and warranties it has provided in this agreement are true on and as of the Closing Date as if made on and as of the Closing Date.

### **ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF THE CORPORATION AND THE PRINCIPALS**

Each of the Corporation and the Principals represents and warrants to Coronado as follows and acknowledges that Coronado is relying upon these representations and warranties in connection with the purchase of the Purchased Shares, despite any investigation made by or on behalf of Coronado, and that this reliance is a right that has been bargained for, and forms part of the consideration in the transactions contemplated by this Agreement.

#### **4.1 Capacity to Enter Agreement**

Each of the Corporation and the Principals has all necessary corporate power, authority and capacity to enter into and perform its obligations under this Agreement.

#### **4.2 Corporate Existence of Corporation**

The Corporation is duly incorporated and organized under the laws of British Columbia and is in good standing in each jurisdiction where, by reason of its business or assets, it is required to be qualified or licensed, and it has all powers, licences, franchises and permits required to own its assets and carry on its business as presently carried on.

#### **4.3 Authorized Capital**

The authorized share structure of the Corporation consists of no maximum common and no maximum preferred shares, of which 100 common shares are issued to Chen and 100 common shares are issued to Hsu, which are outstanding as fully paid shares, and are legally and beneficially owned by the Principals.

#### **4.4 Absence of Conflict**

None of the execution and delivery of this Agreement, the performance of the Principals' obligations under this Agreement, or the completion of the transactions contemplated by this Agreement will (with or without the giving of notice or lapse of time, or both):

- 4.4.1 result in or constitute a breach of any term or provision of, or constitute a default under the articles or by-laws or any resolutions of the board of directors or shareholders of the Corporation, or any contract to which the Principals are a party;
- 4.4.2 result in the creation or imposition of any Encumbrance on the Purchased Shares;
- 4.4.3 contravene any applicable Law; or
- 4.4.4 contravene any judgment, order, writ, injunction or decree of any Governmental Authority.

#### **4.5 No Other Agreements to Purchase**

No Person other than Coronado has any written or oral agreement or option or warrant or any right or privilege (whether by Law, pre-emptive, contractual or otherwise) capable of becoming an agreement or option for the purchase or acquisition from the Principals of any of the Purchased Shares or other rights pursuant to which the Corporation is or may become obligated to issue any shares or any Securities Convertible into shares.

#### **4.6 Title to Purchased Shares**

On the Closing Date all agreements or restrictions which limit or restrict the transfer of the Purchased Shares to Coronado will have been complied with and the Principals will have good and marketable title to the Purchased Shares with the full legal right, power and authority to sell and transfer them to Coronado free and clear of all Encumbrances and adverse claims.

#### **4.7 Title to Skyrun Assets**

The Corporation owns, possesses and has good and marketable title to all of the Skyrun Assets, free and clear of all Encumbrances. At Closing, the Corporation will have the absolute and exclusive title to the Skyrun Assets. There are no material liabilities, contingent or otherwise, of the Corporation that are not disclosed, and all tax necessary to establish title to the Skyrun Assets has been duly assessed and paid.

#### **4.8 Residence of Seller**

The Corporation is not a non-resident of Canada for purposes of the ITA.

#### **4.9 Consents**

There is no requirement to obtain any consent, approval or waiver of a party under any contract to which the Principals or the Corporation is a party in order to complete the transactions contemplated by this Agreement.

#### **4.10 GST/HST**

The Corporation is registered for purposes of the GST/HST levied under the ETA and its registration number is **[Redacted due to confidentiality]**.

#### **4.11 Intellectual Property and Intellectual Property Rights**

- 4.11.1 Schedule "A" attached hereto sets out an accurate and complete list and description of all Owned IP that is registered with any Governmental Authority (including details as to

jurisdictions, numbers, and expiry dates of all registrations), Licensed IP and related Licence Agreements and Technical Information, including sufficient particulars to identify each item of Owned IP, Licensed IP and related Licence Agreements and Technical Information, its respective owner, if that owner is not the Corporation, and the nature and jurisdictions of its use, as well as the jurisdictions and particulars of all registrations of, and applications for registration of, the Owned IP made by the Corporation that are material to, associated with, or used in, Coincurve.

- 4.11.2 The Corporation is the only Person to have any right of title and interest, legal or beneficial, in any of the Owned IP, all of which is owned by the Corporation free and clear of any Encumbrances, and none of which is registered in the name of any Person other than the Corporation. No consent of any Person is necessary to make, construct, use, reproduce, translate, license, sell, modify, update, enhance or otherwise exploit any Owned IP. All Originating Persons have, by irrevocable written assignments, transferred to the Corporation all Intellectual Property Rights, and waived all moral rights, that any of them may have enjoyed with respect to any Owned IP to which they contributed.
- 4.11.3 The Corporation has not assigned, licensed or otherwise granted any interest in any Owned IP, including any right to receive royalties or other payments, to any Person.
- 4.11.4 To the knowledge of the Seller and the Principals, no Person has infringed or misappropriated, or is infringing or misappropriating, any Intellectual Property Right in any Owned IP.
- 4.11.5 All Intellectual Property Rights relating to Owned IP are in full force and effect, and all required registration or other fees have been paid to maintain them all in good standing in those jurisdictions where any associated Owned IP is used.
- 4.11.6 Each registered Trade-mark forming part of the Owned IP is used in its jurisdiction of registration, in association with all wares and services for which it is registered and in the form appearing in the applicable registration, and has been used with sufficient continuity in association with those wares and services and in that form, and any use by any licensee of any Trade-mark has been controlled and enforced by the Corporation (as applicable) so as to avoid any abandonment, cancellation, expungement or other such challenge against that Trade-mark associated with non-continuous use, or otherwise (including the unenforceability of the Trade-mark), in each applicable jurisdiction.
- 4.11.7 The Corporation has entered into valid and enforceable written agreements pursuant to which the Corporation has been granted all licenses, rights and permissions to use, reproduce, translate, sub-license, sell, modify, update, enhance or otherwise exploit the Licensed IP to the extent required to conduct all aspects of Coincurve as it is currently conducted (including, if required, the right to incorporate the Licensed IP into the Owned IP and to create and own derivatives and modifications of the Licensed IP) (the “**Licence Agreements**”) and:
  - 4.11.7.1 all Licence Agreements are in full force and effect and neither the Corporation nor any licensor is in default of its obligations under any Licence Agreement;
  - 4.11.7.2 no licensor of any Licensed IP is involved in an insolvency, bankruptcy or similar proceeding or has had a receiver appointed;

- 4.11.7.3 all License Agreements for Licensed IP material to the Corporation are irrevocable licenses granted in perpetuity and worldwide in nature; and
- 4.11.7.4 the rights licensed under each Licence Agreement will be enforceable by the Corporation on and after the Closing to the same extent as prior to the Closing.
- 4.11.8 Except as disclosed in writing to the Buyer:
  - 4.11.8.1 the past, current and proposed conduct of the Corporation’s business (including all use or other exploitation of the Owned IP or Licensed IP by the Corporation, or any customers, distributors or other licensees of the Corporation) has not resulted in, and neither does nor will result in, any infringement, violation, misappropriation, or other conflict with any Intellectual Property Right of any Person, and there is no action or proceeding ongoing or threatened that alleges any such violation, misappropriation, or other conflict; and
  - 4.11.8.2 there are no outstanding orders, judgments, rulings, decrees, stipulations, covenants not to sue, or agreements (including any funding or facilities agreements or grants from any college, university, or Governmental Authority) relating to any of the Owned IP or Licensed IP that restrict the conduct of the business of the Corporation, the enforcement of any Intellectual Property Rights included in the Owned IP or the Licensed IP, or the use, exercise, practise, or other exploitation of any Owned IP and Licensed IP by the Corporation or any of its customers, distributors or other licensees.
- 4.11.9 The Technical Information, Licensed IP and Owned IP are sufficient to conduct the business of the Corporation as it is currently conducted.

#### **4.12 Litigation**

- 4.12.1 There are no Claims pending, commenced, or, to the knowledge of the Corporation or the Principals, threatened against the Corporation or the Principals.
- 4.12.2 There is no outstanding judgment, decree, order, ruling or injunction involving the Corporation or the Skyrun Assets or relating in any way to the transactions contemplated by this Agreement.

#### **4.13 Private Issuer**

The Corporation is a “private issuer” within the meaning of Section 2.4 of National Instrument 45-106 – *Prospectus Exemptions*.

### **ARTICLE 5 REPRESENTATIONS AND WARRANTIES OF CORONADO**

Coronado represents and warrants to the Corporation and the Principals that:

- 5.1.1 it is a company duly incorporated and validly existing under the laws of British Columbia;
- 5.1.2 the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate action (including shareholder approval) on its part;

- 5.1.3 it is not party to, bound by, or subject to any agreement, indenture, mortgage, lease, instrument, order, judgment, decree, or any provision of its articles or by-laws, which would be violated, contravened or infringed by the execution and delivery of this Agreement by it or the performance of its obligations under this Agreement;
- 5.1.4 it is a registrant for the purposes of the goods and services and harmonized sales tax levied under the ETA; and
- 5.1.5 the representations and warranties contained in this Article 5 will be true on and as of the Closing Date with the same effect as if made on and as of the Closing Date.

## **ARTICLE 6 COVENANTS**

### **6.1 Conduct Before Closing**

Until the Closing Date, the Corporation and the Principals will cause the Corporation:

- 6.1.1 to conduct its business in the ordinary course and maintain the goodwill of its business;
- 6.1.2 not to enter into any contract, commitment or transaction pertaining to its business except as necessary to conduct its business in the ordinary course;
- 6.1.3 not to increase wages, salaries, benefits or other compensation of any of its employees;
- 6.1.4 not to sell, dispose of or encumber any of its assets other than inventories used in the ordinary course of business; and
- 6.1.5 to give to Coronado's representatives full access during business hours to all properties, premises, assets, agreements and records relating to its business and to furnish them with any information that they reasonably request.

### **6.2 Directors and Officers**

On the Closing Date, the following appointments will occur:

- Wayne Chen will be appointed as Chief Executive Officer and a director of Coronado;
- Rodney Hsu will be appointed as Chief Operating Officer of Coronado;
- Alex Guidi will be appointed as Chairman and a director of Coronado;
- Ashley Garnot will resign as a director of Coronado; and
- Giuseppe Perone will resign as Chief Executive Officer and be appointed as President of Coronado.

### **6.3 Non-Competition**

In addition to the fiduciary duties of the Principals in their roles as officers of Coronado, for four years after the Closing Date, the Principals will not, either directly or indirectly, in any manner whatsoever including, without limitation, individually or in partnership or otherwise jointly or in conjunction with any

other person (be it as principal, beneficiary, director, officer, shareholder, partner, member, manager, nominee, executor, trustee, agent, servant, employee, consultant, independent contractor, supplier, lender, or financier) carry on or have any interest in or advise or assist any person, firm or corporation engaged or interested in any business in similar jurisdictions that is competitive with Coincurve or the business carried on by Coronado, without the express written consent by the non-Principal members of the board of directors of Coronado, on a case by case basis, which consent shall be denied if the Principals fail to establish to the reasonable satisfaction of the non-Principal members of the board of directors of Coronado that such activity will not in any way be detrimental to Coincurve or the business carried on by Coronado.

## **6.4 Confidentiality**

6.4.1 Each of the Corporation and the Principals acknowledges and agrees that:

- 6.4.1.1 in the course of its operation and development of Coincurve and its association with Coronado, it has acquired Confidential Information;
- 6.4.1.2 Coronado has possession of, title to, and ownership of and all rights to use the Confidential Information; and
- 6.4.1.3 any disclosure of the Confidential Information to the general public would be highly detrimental to the interests of Coronado,

and accordingly, each of the Principals agrees to hold in strict confidence and not disclose or use any Confidential Information for any purpose.

## **ARTICLE 7 CLOSING CONDITIONS**

### **7.1 Conditions for the Benefit of Coronado**

The obligation of Coronado to complete the purchase of the Purchased Shares will be subject to the fulfilment of the following conditions at or before the Closing Time:

- 7.1.1 **Representations, Warranties and Covenants.** The representations and warranties of the Corporation and the Principals made in this Agreement, and in any other agreement or document delivered pursuant to this Agreement, will be true and accurate at the Closing Time with the same force and effect as though those representations and warranties had been made as of the Closing Time. The Corporation and the Principals will have complied with all covenants and agreements to be performed or caused to be performed by it under this Agreement, and in any other agreement or document delivered pursuant to this Agreement, at or before the Closing Time.
- 7.1.2 **Consents.** All filings, notifications and consents with, to or from Governmental Authorities and all third party consents, will have been made, given or obtained on terms acceptable to Coronado, acting reasonably, so that the transactions contemplated by this Agreement may be completed without resulting in the violation of, or a default under, or any termination, amendment or acceleration of, any obligation under any contract.
- 7.1.3 **Completion of Investigations.** All due diligence investigations with respect to the Corporation and the Skyrun Assets will have been completed and Coronado and its advisors will be satisfied with the results of those investigations.

7.1.4 **Undertaking.** The Principals have provided a undertaking to Coronado not to sell more than **[Redacted due to confidentiality]** Coronado Shares during a period of ten (10) consecutive business days, which will increase to **[Redacted due to confidentiality]** Coronado Shares during a period of ten (10) consecutive business days on the earlier of: (i) the date following Coronado cumulatively completing equity financings of not less than CAD\$**[Redacted due to confidentiality]** from the effective date of Coronado's stock exchange approved change of business to Interlapse; or (ii) Coronado reaching EBITDA of CAD\$**[Redacted due to confidentiality]**. This selling restriction will increase to **[Redacted due to confidentiality]** Coronado Shares during a period of ten (10) consecutive business days, on the earlier of: (i) the date following Coronado cumulatively completing equity financings of not less than CAD\$**[Redacted due to confidentiality]** from the effective date of Coronado's stock exchange approved change of business to Interlapse; or (ii) Coronado reaching EBITDA of CAD\$**[Redacted due to confidentiality]**.

This undertaking will automatically terminate on the earlier of: (i) the date following Coronado cumulatively completing equity financings of not less than CAD\$**[Redacted due to confidentiality]** from the effective date of Coronado's stock exchange approved change of business to Interlapse; or (ii) Coronado reaching EBITDA of CAD\$**[Redacted due to confidentiality]**. The Principals and the non-Principal members of the board of directors of Coronado may mutually agree to any changes to this undertaking.

7.1.5 **Stock Exchange Approval.** The relevant primary stock exchange shall have provided its approval for the transactions contemplated by this Agreement, including a change of Coronado's business to Interlapse and a reactivation from the NEX board.

7.1.6 **Board of Directors and Shareholder Approval.** The boards of directors of Coronado and the Corporation have provided their approval for the transactions contemplated by this Agreement, along with approval from Coronado's shareholders, if necessary.

7.1.7 **Deliveries.** The Principals will have delivered to Coronado the following in form and substance satisfactory to Coronado:

7.1.7.1 share certificates representing the Purchased Shares, together with fully executed share transfer powers of attorney;

7.1.7.2 the minute books of the Corporation;

7.1.7.3 consents to act as directors and officers of Coronado from the Principals in accordance with Section 6.2;

7.1.7.4 all third party consents;

7.1.7.5 all deeds, conveyances, assurances, transfers and assignments and any other instruments necessary or reasonably required to transfer the Purchased Shares to Coronado with a good title, free and clear of all Encumbrances; and

7.1.7.6 all documentation and other evidence reasonably requested by Coronado in order to establish the due authorization and completion of the transactions contemplated by this Agreement, including the taking of all corporate proceedings by the board of directors and the shareholders of the Corporation required to effectively carry out the obligations of the Principals pursuant to this Agreement.

## **7.2 Waiver or Termination by Coronado**

The conditions contained in Section 7.1 are inserted for the exclusive benefit of Coronado and may be waived in whole or in part by Coronado at any time without prejudice to any of its rights of termination in the event of non-performance of any other condition in whole or in part. If any of the conditions contained in Section 7.1 are not fulfilled or complied with by the time that is required under this Agreement, Coronado may, by notice in writing to the Principals at or before the Closing Time, terminate this Agreement. Upon termination under Section 7.2, Coronado and the Principals will be released from all obligations under this Agreement and the Principals will not be entitled to receive the applicable number of the Coronado Shares in the event that any Milestone Event is achieved prior to the Closing Date.

## **7.3 Conditions for the Benefit of the Principals**

The obligation of the Principals to complete the sale of the Purchased Shares will be subject to the fulfillment of the following conditions at or before the Closing Time:

7.3.1 **Representations, Warranties and Covenants.** The representations and warranties of Coronado made in this Agreement, and in any other agreement or document delivered pursuant to this Agreement, will be true and accurate at the Closing Time with the same force and effect as though those representations and warranties had been made as of the Closing Time. Coronado will have complied with all covenants and agreements to be performed or caused to be performed by it under this Agreement, and in any other agreement or document delivered pursuant to this Agreement, at or before the Closing Time.

7.3.2 **Deliveries.** Coronado will have delivered to the Principals the following in form and substance satisfactory to the Principals:

7.3.2.1 payment in accordance with Section 2.3.1; and

7.3.2.2 all documentation and other evidence reasonably requested by the Principals in order to establish the due authorization and completion of the transactions contemplated by this Agreement, including the taking of all corporate proceedings by the board of directors and the shareholders of Coronado required to effectively carry out the obligations of Coronado pursuant to this Agreement.

## **7.4 Waiver or Termination by the Principals**

The conditions contained in Section 7.3 are inserted for the exclusive benefit of the Principals and may be waived in whole or in part by the Principals at any time without prejudice to any of its rights of termination in the event of non-performance of any other condition in whole or in part. If any of the conditions contained in Section 7.3 are not fulfilled or complied with by the time that is required under this Agreement, the Principals may, by notice in writing to Coronado at or before the Closing Time, terminate this Agreement. Upon termination under Section 7.4, the Principals and Coronado will be released from all obligations under this Agreement and the Principals will not be entitled to receive the applicable number of the Coronado Shares in the event that any Milestone Event is achieved prior to the Closing Date.

**ARTICLE 8  
SURVIVAL**

**8.1 Survival**

All of the representations, warranties and covenants in this agreement will survive the Closing.

**ARTICLE 9  
INDEMNIFICATIONS**

**9.1 Mutual Indemnifications for Breaches of Warranty, etc.**

Each Party agrees that if it fails to observe or perform any covenant or obligation, or breaches any representation and warranty, contained in this Agreement, or in any other agreement or document delivered pursuant to this Agreement, it will indemnify and hold harmless the other Party and each director, officer or employee of the other Party from and against the full amount of any Loss that each may suffer as a result of that failure. This Section 9.1 will survive the termination of this Agreement.

**ARTICLE 10  
TERMINATION**

**10.1 Termination**

In the event that the Principals breach any material provision of this Agreement or fail to observe or perform any covenant or obligation applicable to each under this Agreement, Coronado has the right to terminate this Agreement within 5 Business Days of delivering written notice of termination to the Principals and the Principals will not be entitled to any unearned Coronado Shares related to Milestone Events and each remaining Milestone Event will be terminated as of the effective notice date of termination.

**ARTICLE 11  
GENERAL**

**11.1 Governing Law**

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

**11.2 Entire Agreement**

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties, and there are no representations, warranties or other agreements between the parties, in connection with the subject matter of this Agreement except as specifically set out in this Agreement. No party has been induced to enter into this Agreement in reliance on, and there will be no liability assessed, either in tort or contract, with respect to, any warranty, representation, opinion, advice or assertion of fact, except to the extent it has been reduced to writing and included as a term in this Agreement.

### **11.3 Time of Essence**

Time is of the essence in all respects of this Agreement.

### **11.4 Further Assurances**

Each of the Parties, upon the request of the other Party, whether before or after the Closing Date, will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all further acts, deeds, documents, assignments, transfers, conveyances, powers of attorney and assurances as may be reasonably necessary or desirable to complete and give full effect to the transactions contemplated by this Agreement.

### **11.5 Assignment and Enurement**

Neither this Agreement nor any right or obligation under this Agreement may be assigned by either Party without the prior consent of the other Party. This Agreement enures to the benefit of and is binding upon the Parties and their respective heirs, executors, administrators, estate trustees, trustees, personal or legal representatives, successors and permitted assigns.

### **11.6 Counterparts and Electronic Delivery**

This Agreement may be executed and delivered by the Parties in one or more counterparts, each of which will be an original, and each of which may be delivered by facsimile, e-mail or other functionally equivalent electronic means of transmission, and those counterparts will together constitute one and the same instrument.

### **11.7 Notices**

All notices and other communications required or permitted under this Agreement will be in writing and must reference this Agreement. They will be deemed delivered: (i) when delivered in person; (ii) when sent by electronic mail; (iii) when sent by a recognized commercial express courier with written verification of receipt; or (iv) when sent by certified mail with return receipted. All communications will be sent to the applicable party at the following address:

If to Coronado:

**[Redacted due to confidentiality]**

If to Principals:

**[Redacted due to confidentiality]**

-and-

**[Redacted due to confidentiality]**

or at such other address of which any Party may, from time to time, advise the other Party by notice in writing given in accordance with the foregoing.

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

Each of the Parties has executed and delivered this Agreement as of the date noted at the beginning of the Agreement.

**CORONADO RESOURCES LTD.**

Per: **[Redacted due to confidentiality]**  
Name: Giuseppe Perone  
Title: CEO

**SKYRUN TECHNOLOGY CORP.**

Per: **[Redacted due to confidentiality]**  
Name: Wayne Horng-Woei Chen  
Title: Director

Per: **[Redacted due to confidentiality]**  
Name: Rodney Hsu  
Title: Director

**[Redacted due to confidentiality]**  
Witness

**[Redacted due to confidentiality]**  
WAYNE HORNG-WOEI CHEN

**[Redacted due to confidentiality]**  
Witness

**[Redacted due to confidentiality]**  
RODNEY HSU

**SCHEDULE "A" - SKYRUN ASSETS**

- **[Redacted due to confidentiality]**