

SHARE PURCHASE AGREEMENT

THIS AGREEMENT is dated for reference as of the 2nd day of December, 2016.

BETWEEN:

ALTA VISTA VENTURES LTD., a corporation incorporated under the laws of the Province of British Columbia and having an office at 459 – 409 Granville Street, Vancouver, B.C., V6C 1T2

("Alta Vista")

AND:

HIGH EYE AERIAL IMAGING INC., a corporation incorporated under the laws of the Province of Ontario and having an office at 39 Woodland Drive, Wasaga Beach, Ont., L9Z 2V4

(the "Corporation")

AND:

THE UNDERSIGNED SHAREHOLDERS OF CORPORATION

("Selling Shareholders")

WHEREAS:

- A. The Selling Shareholders are the registered and beneficial owners of all of the issued and outstanding shares in the capital stock of the Corporation (the "**Shares**");
- B. The Selling Shareholders and Alta Vista are in agreement that the Selling Shareholders have agreed to sell to Alta Vista and Alta Vista has agreed to purchase 100% of the Shares of the Corporation for a total value of \$325,000 in a one stage transaction (the "**Transaction**") as follows:

Alta Vista shall issue to the Selling Shareholders 4,500,000 shares in capital stock of Alta Vista and pay \$100,000 in the form of a promissory note upon the closing of this definitive agreement.
- C. The value of the Transaction includes the repayment of a loan to the Corporation from Chris Arbuckle (the "**Chris Loan**").
- D. The boards of directors of Alta Vista and the Corporation have approved and adopted this Agreement; and
- E. In order to record the terms and conditions of the agreement among them, the parties wish to enter into this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises, covenants, terms, conditions, representations and warranties hereinafter set forth, the parties hereto agree each with the other as follows:

1. **Interpretation**

1.1 In this Agreement or in any amendments or Schedules hereto, the following terms will have the following meanings:

- (a) **"Affiliate"** of any person means any other person directly or indirectly controlling, controlled by, or under common control with, that person. For the purposes of this definition, "control" (including, with correlative meanings, the terms "controlled by" and "under common control with"), as applied to any person, means the possession by another person, directly or indirectly, of the power to direct or cause the direction of the management and policies of that first mentioned person, whether through the ownership of voting securities, by contract or otherwise.
- (b) **"Agreement"** means this Share Purchase Agreement and any amendment, supplement or addendum to the Agreement;
- (c) **"Alta Vista Shares"** means the common shares of Alta Vista;
- (d) **"Alta Vista Financial Statements"** means the audited financial statements of Alta Vista for the year ended October 31, 2015 attached as Schedule D.
- (e) **"Applicable Securities Legislation"** means all applicable securities legislation in all jurisdictions relevant to the issuance of the Alta Vista Shares;
- (f) **"B.C. Securities Act"** means the *Securities Act (British Columbia)* R.S.B.C. (1996), c. 418, as amended from time to time;
- (g) **"Chris Loan"** means a loan the Corporation has with a private individual in the amount of \$ 35,000.00 that is to be repaid by Murray Hunt in accordance with the terms of this Agreement;
- (h) **"Closing Date"** means on, or before, one week from Alta Vista receiving acceptance for filing of the Transaction from the Canadian Securities Exchange;
- (h) **"Corporation Assets"** means all assets, properties and rights of the Corporation, including the assets listed in Schedule I hereto;
- (i) **"Corporation Business"** means the business in which the Corporation is engaged, namely of aerial surveys utilizing Unmanned Aerial Vehicles.
- (j) **"Corporation Creditors"** means all of the creditors of the Corporation as at the Closing Date as set out in Schedule C;
- (k) **"Corporation Financial Statements"** means the unaudited financial statements of the Corporation for the twelve month period ended March 31st, 2016, attached hereto as Schedule B;
- (l) **"Corporation Shares"** means the Class A voting common shares of the Corporation;
- (m) **"Exchange"** means the Canadian Securities Exchange;

- (n) **"Hazardous Substance"** means any chemical, pollutant, contaminant, waste, toxic substance, hazardous substance or other substance or material defined in or regulated pursuant to applicable environmental laws;
- (o) **"IFRS"** means International Financial Reporting Standards;
- (p) **"Indemnified Party"** has the meaning ascribed to that term in Subsection 10.7;
- (q) **"Indemnifying Party"** has the meaning ascribed to that term in Subsection 10.7;
- (r) **"Material Adverse Effect"** when used in connection with an entity means any change (including a decision to implement such a change made by the board of directors or by senior management who believe that confirmation of the decision by the board of directors is probable), event, violation, inaccuracy, circumstance or effect that is materially adverse to the business, assets (including intangible assets), liabilities, capitalization, ownership, financial condition or results of operations of such entity or subsidiaries taken as a whole;
- (s) **"NI 45-106"** means National Instrument 45-106 - *Prospectus and Registration Exemptions*, as adopted by the British Columbia Securities Commission
- (t) **"Promissory Note"** means a binding commitment on the part of Alta Vista to make a future payment to the Selling Shareholders;
- (u) **"RBC Loan"** means the loan from Royal Bank of Canada to the Corporation in the approximate amount of \$ 25,000.00 which loan has been personally guaranteed by the Selling Shareholders;
- (u) **"Shareholder Loan"** means the shareholder loan owing by the Corporation to Murray Hunt in the amount of \$ 37,895.00;
- (t) **"Transaction"** has the meaning ascribed to such term in Recital B.

1.2 All dollar amounts referred to in this Agreement are in Canadian funds, unless expressly stated otherwise.

1.3 The following Schedules are attached hereto and form part of this Agreement:

Schedule	Description
A.	Particulars of the Selling Shareholders
B.	Corporation Financial Statements
C.	Corporation Creditors and Encumbrances
D.	Alta Vista Financial Statements
E.	Material Agreements of the Corporation
F.	Corporation Litigation
G.	Corporation Intellectual Property

H.	Alta Vista Options and Warrants
I.	Assets of the Corporation
J.	Employment Agreements with Key Personnel
K.	Promissory Note for \$100,000 in favour of Murray Hunt

2. **Purchase and Sale**

2.1 The Selling Shareholders hereby covenant and agree to sell, transfer and assign to Alta Vista, and Alta Vista covenants and agrees to purchase from the Selling Shareholders, 100% of the Corporation Shares and the Chris Loan for a value of \$325,000 payable as follows:

(a) Alta Vista shall issue to the Selling Shareholders 4,500,000 shares in capital stock of Alta Vista and pay \$100,000 in the form of a promissory note upon the closing of this definitive agreement. Alta Vista acknowledges and agrees to issue share certificates in the capital stock and for the promissory note on closing as follows:

- 200,000 common shares – Julie Hunt
- 3,150,000 common shares – Murray Hunt
- 1,000,000 common shares – Murray Hunt
- 150,000 common shares – Murray Hunt

(b) The Selling Shareholder will upon the closing of this definitive agreement irrevocably direct Alta Vista to pay \$ 35,000.00 to payout the Chris Loan upon payment of the Promissory Note. The parties further agree that once Alta Vista has paid out the Chris Loan by payment of the Promissory Note that Alta Vista will have a loan payable to it by the Corporation for the \$ 35,000.00. The Corporation and Alta Vista further acknowledges and agree that the Corporation shall not repay this loan to Alta Vista until such time as the Shareholder Loan and RBC Loan have been repaid in full.

2.2 The Selling Shareholders acknowledge and understand that the Alta Vista Shares they receive pursuant to this Agreement may be subject to hold periods in accordance with Applicable Securities Legislation and the policies of the Exchange. Alta Vista represents and warrants to the Selling Shareholders that to the best of its knowledge, information and belief there will only be a four month hold period imposed by the Exchange and that after that hold period the Selling Shareholder is entitled to transfer, sell or gift all or a portion of such shares to any person at any time without any further consent. Alta Vista further acknowledges being advised that Murray Hunt intends to transfer shares immediately after the hold period to Chris Arbuckle and Jonathan Smeh on such terms and conditions that Murray Hunt, in his sole discretion may decide upon.

2.3 Immediately following execution of this Agreement Alta Vista covenants and undertakes with the Corporation and the Selling Shareholders to apply at its sole expense for approval from the Canadian Securities Exchange of the terms of this agreement and the Transaction. The parties acknowledge and agree that the Corporation and Selling Shareholders obligation to complete the Transaction are conditional upon Alta Vista, the Corporation and the Selling Shareholders approving any terms and conditions (including hold periods, if any) that the Canadian Securities

Exchange may impose upon the parties. In the event that such approval is not received on terms and conditions mutually satisfactory to the parties on or before **December 9th 2016**, then the parties agree that this agreement shall be null and void. The parties agree that this condition is included for the benefit of each of the parties and may be amended or waived, in full or in part, on or before this date.

- 2.4 The Promissory Note, attached hereto as Appendix K, will be payable to Murray Hunt the Selling Shareholders as directed on closing
- (a) on, or before, December 31, 2016.
- 2.5 The Selling Shareholders acknowledge that the responsibility for any tax filings required in respect of the Transaction is that of the Selling Shareholders.
- 2.6 Alta Vista agrees to repay the Shareholder Loan in twelve equally monthly payments the first of which payments will start on the date that is 30 days after the Closing Date.
- 2.7 Alta Vista further acknowledges and agrees to guarantee and be responsible for all payments owing under the Royal Bank Loan as of the Closing Date and agrees to indemnify and save the Selling Shareholders from any and all liability on account of such loans. Alta Vista further acknowledges and agrees to guarantee the obligations under the Employment Agreements being executed on closing for a minimum period of twelve months from the Closing Date.

3. Covenants, Representations, and Warranties of the Corporation and the Selling Shareholders

- 3.1 The Parties intend that the covenants, representations, and warranties hereinafter set forth will be true and correct as at the Closing Date. The Selling Shareholders covenant and represent and warrant to Alta Vista as of the date of this Agreement and at the Closing Date as follows, and acknowledge that Alta Vista is relying in connection with the Transaction upon such covenants, representations and warranties in connection with the Transaction:
- (a) The Selling Shareholders represent that the Alta Vista Shares to be issued to the Selling Shareholders in accordance with the Transaction are being issued to the Selling Shareholders as principal for their own account and not for the benefit of any other person.
- (b) The Corporation Shares set forth beside the Selling Shareholders's names below are owned by the Selling Shareholders as the beneficial and recorded owner with good and marketable title thereto, free and clear of all mortgages, liens, charges, security interests, adverse claims, pledges, encumbrances and demands whatsoever, and represent 100% of the Corporation Shares owned, directly or indirectly, legally or beneficially, by the Selling Shareholders.
- (c) Other than as discussed in this Agreement, no person, firm or corporation has any agreement or option or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option for the purchase from the Selling Shareholders of any of the Corporation Shares held by the Selling Shareholders.

- (d) To the best of the knowledge of the Selling Shareholders, the entry into this Agreement and the consummation of the Transaction will not result in the violation of any of the terms and provisions of the constating documents or bylaws of the Corporation or of any indenture, instrument or agreement, written or oral, to which the Selling Shareholders may be a party.

3.2 The Corporation covenants, represents and warrants to Alta Vista as of the date of this Agreement and at the Closing Date (with the intent that the covenants, representations and warranties will be true and correct for each subsequent Closing Date) as follows, and acknowledges that Alta Vista is relying in connection with the Transaction upon such covenants, representations and warranties in connection with the Transaction:

- (a) The Corporation has been duly incorporated and organized, is a validly existing company with limited liability and is in good standing under the corporate legislation of the Province of Ontario; it has the corporate power to own or lease its property and to carry on the Corporation Business; it is duly qualified as a company to do business and is in good standing with respect thereto in each jurisdiction in which the nature of the Corporation Business or the property owned or leased by it makes such qualification necessary; and it has all necessary licenses, permits, authorizations and consents to operate the Corporation Business. The Corporation has no active or material subsidiary;
- (b) The Corporation is not a reporting issuer in any jurisdiction and the Corporation Shares are not listed or posted for trading on any stock exchange or quotation system.
- (c) The authorized share capital of the Corporation consists of an unlimited number of Class "A" Common shares, an unlimited number of Class "B" Common shares, an unlimited number of Class "A" Preference shares, an unlimited number of Class "B" Preference Shares and an unlimited number of Class "C" Preference shares of which 1000 Class A Common shares are issued and outstanding as at the date of this Agreement as fully paid and non-assessable.
- (d) Other than as discussed in this Agreement, no person, firm or corporation has any agreement or option, including convertible securities, warrants or convertible obligations of any nature, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option for the purchase, subscription, allotment or issuance of any of the unissued shares in the capital of the Corporation or of any securities of the Corporation.
- (e) The Corporation does not have any agreements of any nature to acquire any subsidiary, or to acquire or lease any other business operations, and will not, prior to the Closing Date, acquire, or agree to acquire, any subsidiary or business without the prior written consent of Alta Vista, such consent not to be unreasonably withheld.
- (f) The Corporation will not issue any additional Corporation Shares from and after the date of this Agreement to the Closing Date or create any options, warrants or rights for any person to subscribe for or acquire any unissued shares in the capital of the Corporation, without the prior written consent of Alta Vista.
- (g) The Corporation is not a party to or bound by any guarantee, warranty, indemnification, assumption or endorsement or any other like commitment of the obligations, liabilities

(contingent or otherwise) or indebtedness of any other person, firm or corporation other than as set out in Schedules B, C, E and F to this Agreement.

- (h) The books and records of the Corporation fairly and correctly set out and disclose in all material respects, in accordance with IFRS, the financial position of the Corporation as at the date of this Agreement, and all material financial transactions of the Corporation relating to the Corporation Business have been accurately recorded in such books and records.
- (i) The Corporation Financial Statements fairly present the assets, liabilities (whether accrued, absolute, contingent or otherwise) and the financial condition of the Corporation as at the date thereof and there will not be, prior to the Closing Date, any material increase in such liabilities other than increases arising as a result of carrying on the Corporation Business in the ordinary course, save and except for the Chris Loan that was advanced to the Corporation after the date of the Corporation Financial Statements.
- (j) To the best of the knowledge of the Corporation, the entry into this Agreement and the consummation of the Transaction will not result in the violation of any of the terms and provisions of the constating documents or bylaws of the Corporation or of any indenture, instrument or agreement, written or oral, to which the Corporation may be a party.
- (k) The entry into this Agreement and the consummation of the Transaction will not, to the best of the knowledge of the Corporation, result in the violation by the Corporation of any law or regulation of the Provinces of British Columbia and Ontario or other jurisdiction in which the Corporation carries on business, or at the Closing Date will carry on, or of any municipal or local bylaw or ordinance to which the Corporation or the Corporation Business maybe subject.
- (l) Except as disclosed in Schedule E, the Corporation is not a party to any written or oral employment, service or pension agreements.
- (m) Except as disclosed in Schedules C and E, the Corporation does not have any outstanding bonds, debentures, mortgages, notes or other indebtedness and the Corporation is not under any agreement to create or issue any bonds, debentures, mortgages, notes or other indebtedness, except liabilities incurred in the ordinary course of business.
- (n) Except as disclosed in Schedule E, the Corporation is not the owner, lessee or under any agreement to own or lease any real property.
- (o) Except as disclosed in Schedule C, the Corporation owns, possesses and has good and marketable title to its undertaking, property and assets, and without restricting the generality of the foregoing, all those Corporation Assets described in the balance sheet included in the Corporation Financial Statements are free and clear of any and all mortgages, liens, pledges, charges, security interests, encumbrances, actions, claims or demands of any nature whatsoever or howsoever arising.
- (p) The Corporation will not dispose of any property or assets, as disclosed in Schedule I, prior to the Closing Date without the written consent of Alta Vista.
- (p) The Corporation has its property, assets (as disclosed in Schedule I), and operations insured against loss or damage by all insurable hazards or risks on a replacement cost basis

and such insurance coverage will be continued in full force and effect to and including the Closing Date; to the best of the knowledge of the Corporation, the Corporation is not in default with respect to any of the provisions contained in any such insurance policies and has not failed to give any notice or present any claim under any such insurance policy in due and timely fashion.

- (q) Except as disclosed in Schedule E, the Corporation does not have any outstanding material agreements, contracts or commitments, whether written or oral, of any nature or kind whatsoever, including, but not limited to, employment agreements, agreements, contracts and commitments in the ordinary course of business and service contracts on office equipment and leases.
- (r) Except as provided in Schedule F and to the best of the Corporation's knowledge, there are no actions, suits or proceedings (whether or not purportedly on behalf of the Corporation), pending or threatened against or affecting the Corporation or affecting the Corporation Business, at law or in equity, or before or by any federal, provincial, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, and neither the Corporation nor the Selling Shareholders is aware of any existing ground on which any such action, suit or proceeding might be commenced with any reasonable likelihood of success.
- (s) Except as disclosed in the Corporation Financial Statements, the Corporation is not in material default or breach of any contracts, agreements, written or oral, indentures or other instruments to which it is a party and there, to the best of the knowledge of the Corporation, are no facts, which after notice or lapse of time or both, that would constitute such a default or breach, and all such contracts, agreements, indentures or other instruments are now in good standing and the Corporation is entitled to all benefits thereunder.
- (t) To the best of the knowledge of the Corporation, the Corporation has the right to use all of the registered trademarks, trade names, patents, web properties and domains, both domestic and foreign, in relation to the Corporation Business as set out in Schedule I.
- (u) To the best of the knowledge of the Corporation, the conduct of the Corporation Business does not infringe upon the patents, trademarks, trade names, web properties, domains or copyrights, domestic or foreign, of any other person, firm or corporation.
- (v) To the best of the knowledge of the Corporation, the Corporation is conducting and will conduct the Corporation Business in compliance with all applicable laws, rules and regulations of each jurisdiction in which the Corporation Business is or will be carried on, the Corporation is not in material breach of any such laws, rules or regulations and is, or will be on the Closing Date, fully licensed, registered or qualified in each jurisdiction in which the Corporation owns or leases property or carries on or proposes to carry on the Corporation Business to enable the Corporation Business to be carried on as now conducted and its property and assets to be owned, leased and operated, and all such licenses, registrations and qualifications are or will be on the Closing Date valid and subsisting and in good standing and that none of the same contains or will contain any provision, condition or limitation which has or may have a materially adverse effect on the operation of the Corporation Business.

- (w) All facilities and equipment owned or used by the Corporation, as disclosed in Schedules E and I, in connection with the Corporation Business are in good operating condition and are in a state of good repair and maintenance, reasonable wear and tear excluded.
- (x) Except as disclosed in the Corporation Financial Statements attached hereto as Schedule B and salaries incurred in the ordinary course of business since the date thereof, the Corporation has no loans or indebtedness outstanding that have been made to or from directors, former directors, officers, shareholders and employees of the Corporation or to any person or corporate body not dealing at arm's length with any of the foregoing, and will not, prior to closing, pay any such indebtedness unless in accordance with budgets agreed to in writing by Alta Vista.
- (y) The Corporation has made full disclosure to Alta Vista of all aspects of the Corporation Business and has made all of its books and records available to the representatives of Alta Vista in order to assist Alta Vista in the performance of its due diligence searches and no material facts in relation to the Corporation Business have been concealed by the Corporation.
- (z) All of the Corporation's credit facilities are in good standing, other than as disclosed in the Corporation Financial Statements as attached hereto as Schedule B, and the Corporation has not received any notices of default or acceleration requests from any bank or other creditor respecting the Corporation's credit facilities.
- (aa) The articles, bylaws and other constating documents of the Corporation in effect with the appropriate corporate authorities as at the date of this Agreement will remain in full force and effect without any changes thereto as at the Closing Date.
- (bb) The directors and officers of the Corporation are as follows:

Name	Position
Murray Hunt	President, CEO and Director

4. Covenants, Representations and Warranties of Alta Vista

4.1 Alta Vista covenants with and represents and warrants to the Corporation and the Selling Shareholders as of the date of this Agreement and at the Closing Date as follows, and acknowledges that the Selling Shareholders and the Corporation are relying upon such covenants, representations and warranties in entering into this Agreement:

- (a) Alta Vista has been duly incorporated and organized and is validly subsisting under the laws of British Columbia; it is a reporting issuer in the Provinces of British Columbia, Alberta and Ontario and is in good standing with respect to all filings required to be made under the laws of British Columbia and the securities regulations of British Columbia, Alberta and Ontario; it has the corporate power to own or lease its properties and to carry on its business as now being conducted by it; and it is duly qualified as a corporation to do business and is in good standing with respect thereto in each jurisdiction in which the nature of its business or the property owned or leased by it makes such qualification necessary.

(b) The authorized capital of Alta Vista consists of an unlimited number of common shares without par value per share of which **46,203,755** shares of common stock are currently issued and outstanding as fully paid and non-assessable, and no other shares of any other class of Alta Vista are issued and outstanding. The common shares are listed for trading on the Exchange. No securities regulatory authority nor the Exchange nor any other similar regulatory authority has issued any order preventing or suspending trading in any securities of Alta Vista and no proceedings, inquiries or, to the knowledge of Alta Vista, investigations, for such purpose are pending, contemplated or threatened, and Alta Vista is not in default of any material requirement of applicable securities laws.

(c) The directors and officers of Alta Vista are as follows:

Name	Position
Jason Springett	President and Director
Don Shaxon	CEO and Director
George Smitherman	Director
Jennifer Schindler	CFO
Laara Shaffer	Secretary

(d) The Alta Vista Financial Statements attached hereto as Schedule D present fairly the assets, liabilities (whether accrued, absolute, contingent or otherwise) and the financial condition of Alta Vista as at the date thereof.

(e) The books and records of Alta Vista fairly and correctly set out and disclose in all material respects, in accordance with IFRS, the financial position of Alta Vista as at the date of this Agreement, and all material financial transactions of Alta Vista relating to the business have been accurately recorded in such books and records.

(f) Alta Vista has made full disclosure to the Corporation of all material aspects of Alta Vista's business and has made all of its books and records available to the representatives of the Corporation in order to assist the Corporation in the performance of its due diligence searches and no material facts in relation to Alta Vista's business have been concealed by Alta Vista or its representatives.

(g) The articles of incorporation and bylaws and any other constating documents of Alta Vista in effect with the appropriate corporate authorities as at the date of this Agreement will not have been materially changed as at the Closing Date, except for changes made in furtherance of the transactions contemplated under this Agreement.

(h) The entry into this Agreement and the consummation of the Transaction will not result in the violation of any of the terms and provisions of the constating documents or bylaws of Alta Vista or of any indenture, instrument or agreement, written or oral, to which Alta Vista may be a party.

(i) The entry into this Agreement and the consummation of the Transaction will not, to the knowledge of Alta Vista, result in the violation of any law or regulation of Canada or the Provinces of British Columbia, Alberta or Ontario, or of any local government bylaw or ordinance to which Alta Vista's business maybe subject.

(j) This Agreement has been duly authorized, validly executed and delivered by Alta Vista.

- (k) No agreement has been made with Alta Vista in respect of the purchase and sale contemplated by this Agreement that could give rise to any valid claim by any person against the Corporation or the Selling Shareholders for a finder's fee, brokerage commission or similar payment.
- (l) Alta Vista has filed all forms, reports, documents and information required to be filed by it, whether pursuant to applicable securities laws or otherwise, with the Exchange or the applicable securities regulatory authorities (the "**Disclosure Documents**"). As of the time the Disclosure Documents were filed with the applicable securities regulators and on SEDAR (System for Electronic Document Analysis and Retrieval) (or, if amended or superseded by a filing prior to the date of this Agreement, then on the date of such filing):
 - (i) each of the Disclosure Documents complied in all material respects with the requirements of the applicable securities laws; and
 - (ii) none of the Disclosure Documents contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

5. Closing Conditions

5.1 **Conditions Precedent to Closing for Alta Vista.** The obligation of Alta Vista to consummate the Transaction is subject to the satisfaction or waiver of the conditions set forth below on or before the Closing Date or such earlier date as hereinafter specified. The Closing of the Transaction contemplated by this Agreement will be deemed to mean the satisfaction or waiver of all conditions to Closing. These conditions to closing are for the benefit of Alta Vista and may be waived by Alta Vista in its sole discretion.

- (a) **Representations and Warranties.** The representations and warranties of the Corporation and the Selling Shareholders contained in this Agreement or in any Schedule to this Agreement or certificate or other document delivered to Alta Vista pursuant to this Agreement will be true, correct and complete in all material respects as of the date of this Agreement and as of the Closing Date with the same force and effect as though such representations and warranties had been made on and as of such date, regardless of the date as of which the information in this Agreement or any Schedule or certificate is given, and Alta Vista will have received on the Closing Date certificates dated as of the Closing Date, in forms satisfactory to Alta Vista acting reasonably and signed by a senior officer of the Corporation to the effect that its representations and warranties referred to above are true, correct and complete on and as of the Closing Date with the same force and effect as though made on and as of such date, provided that the acceptance of such certificate and the closing of the Transaction provided for in this Agreement will not be a waiver of the respective representations and warranties contained in this Agreement or in any Schedule to this Agreement or in any certificate or document given pursuant to this Agreement which covenants, representations and warranties will continue in full force and effect for the benefit of Alta Vista.
- (b) **Performance.** All of the covenants and obligations that the Corporation and the Selling Shareholders are required to perform or to comply with pursuant to this Agreement at or prior to the Closing will 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 and the transactions contemplated under this Agreement, all in form and substance reasonably satisfactory to Alta Vista, will

have been executed and delivered to Alta Vista by the Corporation and the Selling Shareholders.

- (d) **Approvals.** the Corporation will have delivered to Alta Vista minutes of meetings, written consents or other evidence reasonably satisfactory to Alta Vista that the board of directors of the Corporation have approved this Agreement and the Transaction.
- (e) **President's Certificate.** the Corporation will have delivered to Alta Vista a certificate from the President of the Corporation attaching copies of resolutions duly adopted by the board of directors of the Corporation approving the execution and delivery of this Agreement and the consummation of the transactions contemplated herein.
- (f) **Third Party Consents.** the Corporation will have delivered to Alta Vista duly executed copies of all third party consents and approvals required by this Agreement to be obtained by the Corporation, in form and substance reasonably satisfactory to Alta Vista.
- (g) **Regulatory Approvals and Consents.** the Corporation will have obtained any required regulatory approvals and consents required for the Corporation or the Selling Shareholders to carry out this Agreement and the Transaction, in form and substance reasonably satisfactory to Alta Vista.
- (h) **No Material Adverse Effect.** At the Closing Date, there will have been no Material Adverse Effect to the affairs, assets, liabilities, or financial condition of the Corporation or the Corporation Business (financial or otherwise) from that shown on or reflected in the Corporation Financial Statements.
- (i) **No Damage.** No substantial damage by fire or other hazard to the Corporation Business will have occurred prior to or on the Closing Date.
- (j) **No Action.** No suit, action, or proceeding will be pending or threatened which would:
 - (i) prevent the consummation of the Transaction contemplated by this Agreement; or
 - (ii) cause the Transaction to be rescinded following consummation.
- (k) **Outstanding Securities.** The Corporation will have no more than 1000 Class A common shares and no shares of any other classes issued and outstanding on the Closing Date.
- (l) **Public Disclosure.** The Corporation will have delivered substantive information about its assets and personnel reasonably satisfactory to Alta Vista for completion of any required public disclosure of the Transaction details.
- (m) **Financial Statements.** The Corporation will have delivered all financial statements of the Corporation prepared in accordance with generally accepted accounting principles applied on a basis consistent with that of prior fiscal years.
- (n) **Share Certificates of Selling Shareholders.** The Selling Shareholders will deliver to Alta Vista certificates representing their Corporation Shares duly executed for transfer, together with all other documentation required to transfer title to their Corporation Shares to Alta Vista and the Selling Shareholders will deliver to Alta Vista an executed stock

power of attorney or other document evidencing the transfer of the Corporation Shares from the Selling Shareholders to Alta Vista.

- 5.2 In the event any of the foregoing conditions contained in Subsection 5.1 are not fulfilled or performed at or before the Closing Date to the reasonable satisfaction of Alta Vista, Alta Vista may terminate this Agreement by written notice to the Corporation and the Selling Shareholders and in such event Alta Vista will be released from all further obligations hereunder. Any of the foregoing conditions contained in Subsection 5.1 may be waived in writing in whole or in part by Alta Vista without prejudice to each entity's respective rights of termination in the event of the non-fulfillment of any other conditions.
- 5.3 **Conditions Precedent to Closing by the Corporation and the Selling Shareholders.** The obligation of the Corporation and the Selling Shareholders to consummate the Transaction is subject to the satisfaction or waiver of the conditions set forth below on or before the Closing Date or such earlier date as hereinafter specified. The Closing of the Transaction will be deemed to mean the satisfaction or waiver of all conditions to Closing. These conditions precedent are for the benefit of the Corporation and the Selling Shareholders and may be waived by unanimous consent of the Corporation and the Selling Shareholders in their discretion.
- (a) **Representations and Warranties.** The representations and warranties of Alta Vista contained in this Agreement or in any Schedule to this Agreement or certificate or other document delivered to the Corporation and the Selling Shareholders pursuant to this Agreement will be true, correct and complete in all material respects as of the date of this Agreement and as of the Closing Date with the same force and effect as though such representations and warranties had been made on and as of such date, regardless of the date as of which the information in this Agreement or any such Schedule or certificate is given, and the Corporation and the Selling Shareholders will have received on the Closing Date a certificate dated as of the Closing Date from Alta Vista, in a form reasonably satisfactory to the Corporation, signed by a senior officer of Alta Vista, to the effect that such representations and warranties referred to above are true, correct and complete on and as of the Closing Date with the same force and effect as though made on and as of such date, provided that the acceptance of such certificate and the closing of the Transaction provided for in this Agreement will not be a waiver of the representations and warranties contained in this Agreement or in any Schedule to this Agreement or in any certificate or document given pursuant to this Agreement which covenants, representations and warranties will continue in full force and effect for the benefit of the Corporation and the Selling Shareholders.
- (b) **Performance.** All of the covenants and obligations that Alta Vista is required to perform or to comply with pursuant to this Agreement at or prior to the Closing will have been performed and complied with in all material respects. Alta Vista will have delivered each of the documents respectively required to be delivered by it pursuant to this Agreement.
- (c) **Transaction Documents.** This Agreement and all other documents necessary or reasonably required for Alta Vista to consummate the Transaction, all in form and substance reasonably satisfactory to the Corporation, will have been executed and delivered to the Corporation and the Selling Shareholders by Alta Vista.
- (d) **President's Certificate.** Alta Vista will have delivered to the Corporation a certificate from its President attaching copies of resolutions duly adopted by the board of directors of

Alta Vista approving the execution and delivery of this Agreement and the consummation of the transactions contemplated herein.

- (e) **Approvals.** Alta Vista will have delivered to the Corporation minutes of meetings, written consents or other evidence reasonably satisfactory to the Corporation that its board of directors has approved this Agreement and the Transaction.
- (f) **No Material Adverse Effect.** At the Closing Date, there will have been no Material Adverse Effect to the affairs, assets, liabilities, financial condition or business (financial or otherwise) of Alta Vista from that shown on, or reflected in, the Alta Vista Financial Statements.
- (g) **No Action.** No suit, action, or proceeding will be pending or threatened before any governmental or regulatory authority wherein an unfavorable judgment, order, decree, stipulation, injunction or charge would:
 - (i) prevent the consummation of the Transaction contemplated by this Agreement; or
 - (ii) cause the Transaction to be rescinded following consummation.
- (h) **Employment Agreements.** At, or prior to, the Closing Date Alta Vista shall have entered into employment agreements with Murray Hunt and Johnathan Smeh, key management and operations personnel of the Corporation in the form set out in Schedule J.
- (i) **Approvals and Consents.** Alta Vista will have obtained all necessary regulatory and stock exchange approvals and consents for Alta Vista to carry out the Transaction, in form and substance reasonably satisfactory to the Corporation.
- (j) **Public Market.** On the Closing Date, the Alta Vista Shares will be listed and posted for trading on the Exchange.

5.4 In the event that any of the conditions contained in Subsection 5.3 will not be fulfilled or performed by Alta Vista at or before the Closing Date to the reasonable satisfaction of the Corporation and the Selling Shareholders, then the Corporation or the Selling Shareholders may terminate this Agreement by written notice to Alta Vista and in such event the Corporation and the Selling Shareholders will be released from all further obligations hereunder. Any of the foregoing conditions contained in Subsection 5.3 may be waived in writing in whole or in part by the Corporation and the Selling Shareholders without prejudice to the respective rights of termination of the Corporation or the Selling Shareholders in the event of the non-fulfillment of any other conditions.

6. **Closing**

6.1 **Time and Place.** The closing will take place at 1:00 pm on the Closing Date at the offices of Tupper Jonsson & Yeadon at Suite 1710 – 1177 West Hastings St., Vancouver, British Columbia, Canada, or at such other time and place as the parties may mutually agree, provided that it is understood and agreed that the Selling Shareholders will not be required to personally attend at the offices of Alta Vista’s solicitors and that closing documents will be exchanged by electronic means and courier on an escrow basis between Alta Vista’s solicitors and the Corporation’s solicitors.

7. Covenants

7.1 **Notification of Financial Liabilities.** The Corporation will immediately notify Alta Vista in accordance with Subsection 12.6, if the Corporation receives any advice or notification from its independent certified public accountants that the Corporation has used any improper accounting practice that would have the effect of not reflecting or incorrectly reflecting in the books, records, and accounts of the Corporation, any properties, assets, liabilities, revenues, or expenses. Notwithstanding any statement to the contrary in this Agreement, this covenant will survive closing and continue in full force and effect.

7.2 **Access and Investigation.** Between the date of this Agreement and the Closing Date, the Corporation and Alta Vista 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 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.

7.3 **Notification of Breach.** Between the date of this Agreement and the Closing Date, each of the parties to this Agreement will promptly notify the other parties in writing if it becomes aware of any fact or condition that causes or constitutes a material breach of any of its representations and warranties as of the date of this Agreement, if it becomes aware of the occurrence after the date of this Agreement of any fact or condition that would cause or constitute a material breach of any such representation or warranty had such representation or warranty been made as of the time of occurrence or discovery of such fact or condition. Should any such fact or condition require any change in the Schedules relating to such party, such party will promptly deliver to the other parties a supplement to the Schedules specifying such change. During the same period, each party will promptly notify the other parties of the occurrence of any material breach of any of its covenants in this Agreement or of the occurrence of any event that may make the satisfaction of such conditions impossible or unlikely.

7.4 **Conduct of the Corporation and Alta Vista Business Prior to Closing.** Except as expressly contemplated by this Agreement or for purposes in furtherance of this Agreement, from the date of this Agreement to the Closing Date, and except to the extent that Alta Vista otherwise consents in writing, the Corporation will operate its business substantially as presently operated and in compliance with all applicable laws, and use its best efforts to preserve intact its good reputation and present business organization and to preserve its relationships with persons having business dealings with it. Likewise, from the date of this Agreement to the Closing Date, and except to the extent that the Corporation otherwise consents in writing, Alta Vista will operate its business substantially as presently operated and only in the ordinary course and in compliance with all

applicable laws, and use its best efforts to preserve intact its good reputation and present business organization and to preserve its relationships with persons having business dealings with it.

- 7.5 **Public Announcements.** Alta Vista and the Corporation each agree that they will not release or issue any reports or statements or make any public announcements relating to this Agreement or the Transaction without the prior written consent of the other party within 24 hours, except as may be required upon written advice of counsel to comply with applicable laws, regulatory requirements or Exchange policies after consulting with Alta Vista or the Corporation, as applicable, and seeking their reasonable consent to such announcement.

The Corporation acknowledges that Alta Vista must comply with Applicable Securities Legislation requiring full disclosure of material facts and agreements in which it is involved, and will co-operate to assist Alta Vista in meeting its obligations.

8. Confidentiality

- 8.1 All information regarding the Corporation Business including but without limitation, financial information that the Corporation has provided or will provide to Alta Vista, will be kept in strict confidence by Alta Vista and will not be given to any other person or party or used (except in connection with due diligence carried out under this Agreement in accordance with Subsection 7.2 and except as required to file a news release regarding the transaction to the public after the Closing), dealt with, exploited or commercialized by Alta Vista or disclosed to any third party (other than Alta Vista's professional accounting and legal advisors) without the prior written consent of the Corporation, excepting information that is or becomes generally and freely available to the public other than as a result of a disclosure under this Agreement. If the Transaction contemplated by this Agreement does not proceed for any reason, then upon receipt of a written request from the Corporation, Alta Vista will immediately return to the Corporation (or as directed by the Corporation) all information received regarding the Corporation Business.
- 8.2 All information regarding the business of Alta Vista including but without limitation, financial information that Alta Vista provides to the Corporation during its due diligence investigation of Alta Vista will be kept in strict confidence by the Corporation and will not be used (except in connection with due diligence carried out under this Agreement in accordance with Subsection 7.2), dealt with, exploited or commercialized by the Corporation or disclosed to any third party (other than the Corporation's professional accounting and legal advisors) without Alta Vista's prior written consent, excepting information that is or becomes generally and freely available to the public other than as a result of a disclosure under this Agreement. If the Transaction contemplated by this Agreement does not proceed for any reason, then upon receipt of a written request from Alta Vista, the Corporation will immediately return to Alta Vista (or as directed by Alta Vista) all information received regarding Alta Vista's business.
- 8.3 Upon request, each party will provide an affidavit to the other that all documents, including all copies thereof, were returned to the other party or as directed by the other party in accordance with this Section 8.
- 8.4 Alta Vista and the Corporation acknowledge and agree, subject to disclosure obligations under Applicable Securities Legislation, Exchange policies or other laws or regulations, that neither party will make any public pronouncements concerning the terms of this Agreement without the express written consent of the other party and such consent will not to be unreasonably withheld, conditioned or delayed.

- 8.5 The Corporation acknowledges and agrees that, while in possession of material information about Alta Vista that has not been publicly disclosed, it will not trade and will take all reasonable steps to prevent any of its employees or agents from trading in the securities of Alta Vista prior to Closing.
- 8.6 Notwithstanding anything to the contrary in this Agreement, the provisions of this Section 8 will survive termination of this Agreement.

9. **Termination**

- 9.1 **Termination.** This Agreement may be terminated at any time prior to the Closing Date by:
- (a) mutual agreement of Alta Vista and the Corporation, without the consent of the Selling Shareholders;
 - (b) Alta Vista, if there has been a material breach by the Corporation or the Selling Shareholders of any material representation, warranty, covenant, or agreement set forth in this Agreement on the part of the Corporation or the Selling Shareholders that is not cured by the breaching party, to the reasonable satisfaction of Alta Vista, within ten (10) business days after notice of such breach is given by Alta Vista unless such breach cannot reasonably be cured within ten (10) business days and the breaching party is pursuing such cure with diligence;
 - (c) The Corporation or the Selling Shareholders, if there has been a material breach by Alta Vista of any material representation, warranty, covenant or agreement set forth in this Agreement on the part of Alta Vista that is not cured by Alta Vista, to the reasonable satisfaction of the Corporation or the Selling Shareholders, within twenty (20) business days after notice of such breach is given by the Corporation or the Selling Shareholders unless such breach cannot reasonably be cured within twenty (20) business days and the breaching party is pursuing such cure with diligence;
 - (d) Alta Vista or the Corporation, if any permanent injunction or other order of a governmental entity of competent authority preventing the consummation of the Transaction contemplated by this Agreement has become final and non-appealable.

- 9.2 **Effect of Termination.** In the event of the termination of this Agreement as provided for in Subsection 9.1, this Agreement will be of no further force or effect, except for those provisions in this Agreement which expressly survive termination, and provided 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**

- 10.1 **Certain Definitions.** For the purposes of this Section 10, 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 Alta Vista or the Corporation including damages for lost profits or lost business opportunities.

- 10.2 **Agreement of the Corporation to Indemnify.** the Corporation will indemnify, defend, and hold harmless, to the full extent of the law, Alta Vista and its directors, officers, employees, agents, advisers and shareholders from, against, and in respect of any and all Losses asserted against, relating to, imposed upon, or incurred by Alta Vista and its directors, officers, employees, agents, advisers and shareholders by reason of, resulting from, based upon or arising out of:
- (a) a material breach by the Corporation of any representation or warranty of the Corporation contained in or made pursuant to this Agreement, any Corporation document or any certificate or other instrument delivered pursuant to this Agreement; or
 - (b) a material breach or partial breach by the Corporation of any covenant or agreement of the Corporation made in or pursuant to this Agreement, any document or any certificate or other instrument delivered pursuant to this Agreement.
- 10.3 **Agreement of Selling Shareholders to Indemnify.** The Selling Shareholders will indemnify, defend, and hold harmless, to the full extent of the law, Alta Vista and its directors, officers, employees, agents, advisers and shareholders from, against, and in respect of any and all Losses asserted against, relating to, imposed upon, or incurred by Alta Vista and its directors, officers, employees, agents, advisers and shareholders by reason of, resulting from, based upon or arising out of:
- (a) any breach by the Selling Shareholders of this Agreement; or
 - (b) any misstatement, misrepresentation or breach of the representations and warranties made by the Selling Shareholders contained in or made pursuant to the representations or warranties or certificates executed by the Selling Shareholders as part of the share purchase detailed in Sections 2 and 3 of this Agreement.
- 10.4 **Agreement of Alta Vista to Indemnify.** Alta Vista will indemnify, defend, and hold harmless, to the full extent of the law, the Corporation and the Selling Shareholders from, against, for, and in respect of any and all Losses asserted against, relating to, imposed upon, or incurred by the Corporation and the Selling Shareholders by reason of, resulting from, based upon or arising out of:
- (a) a material breach by Alta Vista of any representation or warranty of Alta Vista contained in or made pursuant to this Agreement, any Alta Vista document or any certificate or other instrument delivered pursuant to this Agreement; or
 - (b) a material breach or partial breach by Alta Vista of any covenant or agreement of Alta Vista made in or pursuant to this Agreement, any Alta Vista document or any certificate or other instrument delivered pursuant to this Agreement.
- 10.5 **Limitation on Indemnity.** Any party entitled to indemnification under this Section will only be entitled to indemnification in respect of any Losses after the aggregate amount of such Losses exceeds \$50,000, at which point the indemnified party will be entitled to recover the entire amount of such Losses from the first dollar (including the first \$50,000) provided that Alta Vista expressly acknowledges and agrees that there shall be no limit on Alta Vista's liability and covenants to pay the Promissory Note, the Shareholder Loan, the RBC Loan or its covenants, guarantee and indemnity in favour of the Selling Shareholders contained in paragraph 2.7 .

10.7 **Indemnification Procedures.** If any action will be brought against any party in respect of which indemnity may be sought pursuant to this Agreement (the "**Indemnified Party**"), such Indemnified Party will promptly notify the party from whom indemnity is being sought (the "**Indemnifying Party**") in writing, and the Indemnifying Party will have the right to assume the defence thereof with counsel of its own choosing. Any Indemnified Party will have the right to employ separate counsel in any such action and participate in the defence thereof, but the fees and expenses of such counsel will be at the expense of such Indemnified Party except to the extent that the employment thereof has been specifically authorized by the Indemnifying Party in writing, the Indemnifying Party has failed after a reasonable period of time to assume such defence and to employ counsel or in such action there is, in the reasonable opinion of such separate counsel, a material conflict on any material issue between the position of the Indemnifying Party and the position of such Indemnified Party. The Indemnifying Party will not be liable to any Indemnified Party under this Section 10 for any settlement by an Indemnified Party effected without the Indemnifying Party's prior written consent, which consent will not be unreasonably withheld, conditioned or delayed; or to the extent, but only to the extent that a loss, claim, damage or liability is attributable to any Indemnified Party's indemnification pursuant to this Section 10.

11. Miscellaneous Provisions

11.1 **Effectiveness of Representations and 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 will survive the Closing Date and continue in full force and effect until one (1) year after the Closing Date.

11.2 **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.

11.3 **Amendment.** This Agreement may not be amended except by an instrument in writing signed by each of the parties.

11.4 **Expenses.** Alta Vista and the Corporation will each bear their respective costs incurred in connection with the preparation, execution and performance of this Agreement and the Transaction contemplated hereby, including all fees and expenses of agents, representatives and accountants.

11.5 **Entire Agreement.** This Agreement, the Schedules 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.

11.6 **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 following addresses (or at such other address for a party as will be specified by like notice):

If to the Corporation:

39 Woodland Drive
Wasaga Beach, Ontario
L9Z 2V4

Attention: Murray Hunt
Email: murray@higheye.ca

If to Alta Vista:

459 – 409 Granville Street
Vancouver, BC V6C 1T2

Attention: Jason Springett
Email: jayspringett@hotmail.com

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 delivery by internationally-recognized express courier, on the business day following dispatch; and
- (c) in the case of mailing, on the fifth business day following mailing.

- 11.7 **Headings.** The headings contained in this Agreement are for convenience only and will not affect in any way the meaning or interpretation of this Agreement.
- 11.8 **Benefits.** This Agreement is and will only be construed as for the benefit of or enforceable by those Persons party to this Agreement.
- 11.9 **Severability.** Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity, illegality or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provisions of this Agreement or of such provisions or part thereof in any other jurisdiction.
- 11.10 **Assignment.** This Agreement may not be assigned (except by operation of law) by any party without the prior consent of the other parties.
- 11.11 **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the Province of ~~Ontario~~ British Columbia applicable to contracts and to be performed therein.
- 11.12 **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.
- 11.13 **Gender.** All references to any party will be read with such changes in number and gender as the context or reference requires.
- 11.14 **Business Days.** If the last or appointed day for the taking of any action required or the expiration of any rights granted herein will be a Saturday, Sunday or a legal holiday in the province of British

11.15 Schedules and Exhibits. The schedules and exhibits are attached hereto and form part of this Agreement and are incorporated herein.

11.16 Independent Legal Advice. Each of the parties acknowledges that:

- (a) Tupper Jonsson & Yeadon has acted as counsel only to Alta Vista, that all other parties to this Agreement acknowledge and confirm that they have been advised to seek, and have sought or have otherwise waived, independent tax and legal advice with respect to this Agreement and the documents delivered pursuant thereto and that Tupper Jonsson & Yeadon is not protecting the rights and interests of any other party to this Agreement; and
- (b) Besse Merrifield and Cowan LLP has acted as counsel only to the Corporation, that all other parties to this Agreement acknowledge and confirm that they have been advised to seek, and have sought or waived, independent tax and legal advice with respect to this Agreement and the documents delivered pursuant thereto and that Besse Merrifield and Cowan LLP are not protecting the rights and interests of any other party to the Agreement.
- (c) To the extent that the Selling Shareholders declines to receive independent legal counsel in respect of this Agreement, the Selling Shareholders hereby waives the right, should a dispute later develop, to rely on their lack of independent legal counsel to avoid its obligations, to seek indulgences from the other parties hereto, or to otherwise attack, in whole or in part, the integrity of this Agreement and the documents related thereto.

11.17 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.

11.18 Facsimile Execution. Delivery of an executed signature page to this Agreement by any party to this Agreement by facsimile transmission and portable document format (PDF) shall be as effective as delivery of a manually executed copy of this Agreement by such party.

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

ALTA VISTA VENTURES LTD.

HIGH EYE AERIAL IMAGING INC.

"Jason Springett"

"Murray Hunt"

Authorized Signatory
Name: Jason Springett
Title: President

Authorized Signatory
Name: Murray Hunt
Title: President

I have read the purchase agreement dated for reference November 23rd, 2016 among Alta Vista, the Corporation and the Selling Shareholders, and agree to be bound to the terms and conditions set forth therein as the Selling Shareholders.

<p><i>Selling Shareholder:</i></p> <p>Murray Hunt</p>	<p><i>Number of the Corporation Shares held by such Selling Shareholders:</i></p> <p>965.517 (97%)</p>
<p>Signature of authorized signatory</p> <p><i>"Murray Hunt"</i></p>	<p><i>Number of Alta Vista Shares to be issued to such Selling Shareholders:</i></p> <p>4,300,000</p> <p><i>Address of Selling Shareholders:</i> 39 Woodland Drive Wasaga Beach, Ontario L9Z 2V5</p>

<p><i>Selling Shareholder:</i></p> <p>Julie Hunt</p>	<p><i>Number of the Corporation Shares held by such Selling Shareholders:</i></p> <p>34.483 (3%)</p>
<p>Signature of authorized signatory</p> <p><i>"Julie Hunt"</i></p>	<p><i>Number of Alta Vista Shares to be issued to such Selling Shareholders:</i></p> <p>200,000</p> <p><i>Address of Selling Shareholders:</i> 42 73rd Street <u>Wasaga Beach,</u> <u>Ontario</u> L9Z 2G5</p>

SCHEDULE A

**TO THE SHARE EXCHANGE AGREEMENT DATED FOR REFERENCE DECEMBER 2, 2016,
AMONG ALTA VISTA, THE CORPORATION AND THE SELLING SHAREHOLDERS**

PARTICULARS OF SELLING SHAREHOLDERS AS OF THE CLOSING DATE

Name	Number of the Corporation shares to be sold	Number of Alta Vista Shares to be received
Murray Hunt	965.517	4,300,000
Julie Hunt	34.483	200,000

SCHEDULE B

**TO THE SHARE EXCHANGE AGREEMENT DATED FOR REFERENCE DECEMBER 2, 2016
2016, AMONG ALTA VISTA, THE CORPORATION AND THE SELLING SHAREHOLDERS**

The Corporation Financial Statements

See attached statements

SCHEDULE C

**TO THE SHARE EXCHANGE AGREEMENT DATED FOR REFERENCE DECEMBER 2, 2016
2016, AMONG ALTA VISTA, THE CORPORATION AND THE SELLING SHAREHOLDERS**

The Corporation Creditors and Encumbrances on the Corporation's Assets

Loan in favour of Royal Bank of Canada in the approximate amount of \$ 25,000.00 as of the Closing Date

Loan in favour of Chris Arbuckle in the amount of \$ 35,000.00

Shareholder loan in favour of Murray Hunt in the amount of \$ 37,895.00

SCHEDULE D

**TO THE SHARE EXCHANGE AGREEMENT DATED FOR REFERENCE DECEMBER 2, 2016
2016, AMONG ALTA VISTA, THE CORPORATION AND THE SELLING SHAREHOLDERS**

Alta Vista Financial Statements

Financial Statements for Alta Vista are available for viewing on SEDAR for the year ending October 31, 2015 and period ending July 31, 2016.

www.sedar.com

SCHEDULE E

**TO THE SHARE EXCHANGE AGREEMENT DATED FOR REFERENCE DECEMBER 2, 2016
2016, AMONG ALTA VISTA, THE CORPORATION AND THE SELLING SHAREHOLDERS**

Material Agreements of the Corporation

NONE.

SCHEDULE F

**TO THE SHARE EXCHANGE AGREEMENT DATED FOR REFERENCE DECEMBER 2, 2016
2016, AMONG ALTA VISTA, THE CORPORATION AND THE SELLING SHAREHOLDERS**

The Corporation Litigation

NONE.

SCHEDULE G

**TO THE SHARE EXCHANGE AGREEMENT DATED FOR REFERENCE DECEMBER 2, 2016
2016, AMONG ALTA VISTA, THE CORPORATION AND THE SELLING SHAREHOLDERS**

The Corporation Intellectual Property

NONE

SCHEDULE H

TO THE SHARE EXCHANGE AGREEMENT DATED FOR REFERENCE DECEMBER 2, 2016 2016, AMONG ALTA VISTA, THE CORPORATION AND THE SELLING SHAREHOLDERS

Alta Vista Options and Warrants

Stock Options

The following table outlines the stock options outstanding for Alta Vista:

	No. of Options	Securities under Option	Grant Date	Expiry Date	Exercise Price per Common Share
Executive Officers	500,000	500,000	5-Aug-16	4-Aug-19	0.100
(4 persons)	500,000	500,000	6-Aug-15	5-Aug-18	0.100
	500,000	500,000	6-Aug-15	5-Aug-18	0.100
	37,500	37,500	26-Jul-13	25-Jul-18	0.200
	75,000	75,000	3-Jun-14	3-Jun-17	0.105
Total		1,612,500			
Directors & Non-Executive Officers	200,000	200,000	2-Aug-19	1-Aug-19	0.100
(4 persons)	350,000	350,000	2-Aug-19	1-Aug-19	0.100
	500,000	500,000	2-Aug-19	1-Aug-19	0.100
	1,300,000	1,300,000	2-Aug-19	1-Aug-19	0.100
Total		2,350,000			
Mexican Employees					
(1 person)	50,000	50,000	29-Dec-15	29-Dec-18	0.140
Total		50,000			
Consultants	150000	150,000	8-Jan-15	8-Jan-18	0.105
(14 persons)	190000	190000	2-Oct-18	2-Oct-15	0.100
	500000	500000	2-Nov-18	2-Nov-15	0.100
	500000	500,000	10-Dec-15	10-Dec-18	0.120
	500000	500,000	29-Dec-15	29-Dec-18	0.140
	50,000	50,000	26-Jul-13	25-Jul-18	0.200
	300,000	300,000	3-Jun-14	3-Jun-17	0.105
	37,500	37,500	23-Jul-13	25-Jul-18	0.200
	100,000	100,000	3-Jun-14	3-Jun-17	0.105
	150,000	150,000	30-Aug-16	29-Aug-19	0.100
	200,000	200,000	30-Aug-16	29-Aug-19	0.100
	150,000	150,000	30-Aug-16	29-Aug-19	0.100
	200,000	200,000	30-Aug-16	29-Aug-19	0.100
	200,000	200,000	21-Sep-16	21-Sep-19	0.100

	100,000	100,000	14-Oct-16	14-Oct-19	0.100
	250,000	250,000	28-Oct-16	28-Oct-19	0.100
Total		3,577,500			

Share Purchase Warrants

The following table outlines the warrants outstanding for Alta Vista:

- 4,570,000 warrants with an exercise price of \$0.075 that expire on May 22, 2017.
- 3,909,148 warrants with an exercise price of \$0.
- 10 that expire on August 3, 2017.
- 9,720,000 warrants with an exercise price of \$0.10 that expire on September 28, 2017
- 1,620,000 warrants with an exercise price of \$0.075 that expire on October 23, 2017.
- 3,330,000 warrants with an exercise price of \$0.075 that expire on November 4, 2017.
- 9,720,000 warrants with an exercise price of \$0.10 that expire on September 28, 2017.

SCHEDULE I

TO THE SHARE EXCHANGE AGREEMENT DATED FOR REFERENCE DECEMBER 2, 20162016, AMONG ALTA VISTA, THE CORPORATION AND THE SELLING SHAREHOLDERS

Assets of the Corporation

High Eye Aerial Imaging Inc.
Capital asset register
31-Mar-16

	<u>Purchased</u>	<u>Asset description</u>
EQUIPMENT		
	23-Apr-12	UAV
	31-Mar-14	Quest equipment
	31-Mar-14	Copter equipment
	31-Mar-15	Upgrade Quest Q-PPOD
	31-Mar-15	Copter equipment
	19-May-15	Quest equipment
	30-Jun-15	MultiRotor equipment - 3 axis Gimbal
	19-Mar-16	MultiRotor equipment - HiSpeed receiver
CAMERA EQUIPMENT		
	27-Apr-12	Camera
	31-Mar-14	Various cameras
	24-May-15	Sony alpha nex-7 camera
	13-Jun-15	Used sony E camera
OFFICE FURNITURE		
	26-Apr-12	Office furniture
	31-Mar-14	Generator (personal portion deducted)
COMPUTERS		
	30-Apr-12	Laptops
	31-Mar-14	Various computers
	17-Feb-15	New C Drive
	26-Dec-15	Galaxy Tablet

SCHEDULE J

**TO THE SHARE EXCHANGE AGREEMENT DATED FOR REFERENCE DECEMBER 2, 2016
2016, AMONG ALTA VISTA, THE CORPORATION AND THE SELLING SHAREHOLDERS**

Employment Agreements with Key Personnel

Employment agreement with Jonathan Smeh

Consulting agreement with Murray Hunt