

BIOSENTA INC.

AND

1943391 ONTARIO LTD.

AND

THE SHAREHOLDERS OF 1943391 ONTARIO LTD.

TERMINATION OF JOINT VENTURE AND SUBSCRIPTION AGREEMENT

June 23, 2023

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THIS AGREEMENT is dated June 23, 2023

AMONG:

BIOSENTA INC., a corporation governed by the laws of the Province of Ontario,

(the “**Company**”)

- and -

1943391 ONTARIO LTD., a corporation governed by the laws of the Province of Ontario,

(“**194**”)

- and -

THE SHAREHOLDERS OF 194 LISTED ON THE SIGNATURE PAGES HERETO

(the “**194 Shareholders**”, and together with 194, the “**194 Parties**” and each a “**194 Party**”).

RECITALS:

- A. The Company and 194 are party to a joint venture agreement dated December 22, 2017, as amended April 4, 2019 and August 20, 2020 (the “**JV Agreement**”).
- B. The Company and 194 desire to terminate the JV Agreement and the Company desires to satisfy a portion of the Indebtedness (as defined below) owing to 194 through the issuance of Shares (as defined below), subject to the terms and conditions set out herein.

NOW THEREFORE, in consideration of the premises and respective agreements herein contained, and for other good and valuable consideration (the receipt and sufficiency of which are acknowledged by each Party), the Parties agree as follows:

**ARTICLE 1
TERMINATION OF JV AGREEMENT**

1.1 Termination of JV Agreement

- (a) Each of the JV Agreement and any joint venture formed or otherwise created pursuant to the JV Agreement (the “**JV**”) is terminated and of no further force or effect as at the Closing Time.
- (b) Without limiting the generality of the foregoing, all of 194’s rights and interests in and to the Licensed IP, including any licenses granted to 194 and the JV’s rights of

first refusal or rights to purchase the Licenced IP, terminate and revert to the Company as at the Closing Time. Notwithstanding the foregoing, at the Closing Time, 194 and the Company will enter into an agreement to amend the General Security Agreement entered into between the Company and 194 dated May 21, 2021 (the “**Security Document**”), such that the Security Document, as amended (the “**Amended Security Document**”) references this Agreement (and not the JV Agreement).

- (c) Notwithstanding any provision in the JV Agreement regarding repayment of funds, satisfaction of obligations or repayment of other indebtedness, all indebtedness of any kind whatsoever outstanding from the Company or the JV to 194, any one or more of the 194 Shareholders, any person listed in Section 2.1 of the JV Agreement, and/or any affiliate of the foregoing (the “**Indebtedness**”) shall be satisfied by (i) the Share Consideration, (ii) the Note, and (iii) the extinguishment of any indebtedness of any kind whatsoever outstanding from 194, any one or more of the 194 Shareholders, any person listed in Section 2.1 of the JV Agreement, and/or any affiliate of the foregoing to the Company (the “**194 Debt Obligations**”). Upon receipt of the Share Consideration and the Note and concurrent with the extinguishment of the 194 Debt Obligations, all Indebtedness shall be cancelled.

ARTICLE 2 CONSIDERATION

2.1 Subscription for Shares

- (a) At the Closing Time, 194 irrevocably subscribes for and agrees to purchase from the Company 3,000,000 common shares in the capital of the Company (the “**Shares**”) at an aggregate subscription price equal to \$1,200,000, being \$0.40 per share (the “**Share Payment**”).
- (b) The Share Payment shall not be paid in cash; rather, the Share Payment shall be satisfied by that portion of the Indebtedness equal in amount to the Share Payment.
- (c) The Company accepts the above subscription and agrees to issue and deliver the Shares at the Closing Time in the name of 194 in consideration for the Share Payment, in accordance with the following registration and delivery instructions: 1943391 Ontario Ltd., Address: 75 Tudhope St, Parry Sound, Ontario P2A 0C6, Email Address: bill@connorindustries.com.
- (d) The Shares shall be delivered by direct registration statement or other method of electronic delivery to the email address set out above, or, if no such method of electronic delivery is available, by physical certificate to the address set out above.

2.2 Extinguishment of 194 Debt Obligation and Issuance of Promissory Note

- (a) At the Closing Time, 194 irrevocably agrees that all of the Indebtedness remaining after giving effect to the Share Payment shall be cancelled, and as consideration therefor, (i) the 194 Debt Obligation shall be cancelled; and (ii) the Company shall

deliver to 194 a non-transferrable promissory note of the Company (the “**Note**”) in the principal amount of \$6,500,000 (the “**Principal Amount**”), in the form attached at Schedule 2.2(a) hereto.

- (b) For greater certainty, the Share Payment and the Note shall together cancel and extinguish the Indebtedness.
- (c) The Note shall be delivered and registered in accordance with the registration and delivery instructions set out at Section 2.1(c).

2.3 Applicable Securities Laws

The Company hereby confirms, and each 194 Party acknowledges and agrees, that:

- (a) The Shares and, if determined by the Company, the Note, shall contain the following legend: “*Unless permitted under securities legislation, the holder of this security must not trade the security before [the date that is 4 months and a day after the distribution date].*”
- (b) The Shares and the Note will be issued pursuant to an exemption from Applicable Securities Laws in accordance with National Instrument 45-106 – *Prospectus Exemptions* and be subject to the rules, policies and directives of the Exchange and will not be qualified by any prospectus or registration statement.
- (c) No securities regulatory authority has made any finding or determination as to the merit for investment in, or made any recommendation or endorsement with respect to, the Shares and the Note.
- (d) The first trade of the Shares or the Note will be a distribution under Applicable Securities Laws unless the conditions provided in National Instrument 45-102 – *Resale of Securities* are satisfied.
- (e) The Shares are not listed on any stock exchange other than the Exchange.
- (f) No 194 Party asked for, nor was any 194 Party provided with, any offering memorandum or other disclosure document in respect of the Shares or the Note.
- (g) The Company does not make any representation or warranty, express or implied, of any nature whatsoever with respect to itself, the Shares or the Note, except as expressly set forth in this Agreement.
- (h) Certain information with respect to the 194 Parties may be disclosed to the Exchange and certain information with respect to the transactions set out herein may be disclosed publicly in accordance with the Company’s obligations under Applicable Securities Laws and Exchange rules, policies and directives.
- (i) Notwithstanding any other provision of this Agreement, 194 is required to comply with Applicable Securities Laws and rules, policies and directives of the Exchange

concerning the purchase of, holding of, and the resale restrictions applicable to, the Shares and the Note, and 194 covenants that it will comply with such laws, rules, policies and directives.

- (j) The Company is relying on the “financial hardship” exemption set out at Section 5.7(1)(e) of Multilateral Instrument 61-101 *Protection of Minority Security Holders in Special Transactions*.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the 194 Parties

The 194 Parties jointly and severally represent and warrant to the Company as to the matters contained in Schedule 3.1, as of the date of this Agreement and as of the Closing Date.

3.2 Representations and Warranties of the Company

The Company represents and warrants to the 194 Parties as to the matters contained in Schedule 3.2, as of the date of this Agreement and as of the Closing Date.

ARTICLE 4 COVENANTS

4.1 Exchange and Securities Law Filings

In connection with the matters set out herein, the Company will use commercially reasonable efforts to obtain any approvals required pursuant to Applicable Securities Laws and the rules, policies and directives of the Exchange.

4.2 Board Nominees

- (a) (i) For so long as the 194 Parties hold, in the aggregate, beneficially and of record, not less than 25% of the outstanding Common Shares (on a non-diluted basis), 194 shall be entitled to (but not obligated to) designate up to two individuals, who must be residents of Canada and directors or officers of 194 or an affiliate (each a “**194 Nominee**”), to be nominated to serve as directors of the board of directors of the Company (the “**Board**”); or (ii) for so long as the 194 Parties hold, in the aggregate beneficially and of record, less than 25% but not less than 15% of the outstanding Common Shares (on a non-diluted basis), 194 shall be entitled to (but not obligated to) designate one 194 Nominee, to be nominated to serve as a director of the Board (15% or 25% being the “**Nominating Threshold**”, as applicable).
- (b) Each 194 Nominee must consent in writing to serve as a director of the Company, meet all requirements of applicable Law and the Exchange for membership on the Board as well as any requirements pursuant to the Company’s constating documents and have relevant professional experience to serve as a member of the

Board. 194 shall be responsible for each 194 Nominee's compliance with the foregoing.

- (c) As soon as reasonably practicable after 194 delivers to the Company a notice containing: (i) evidence that it has met the applicable Nominating Threshold; and (ii) the names and biographies of the proposed 194 Nominee(s), together with evidence that the proposed 194 Nominees have satisfied the requirements of Section 4.3(b), to the reasonable satisfaction of the Company, the Company will appoint such 194 Nominee(s) to the Board. In connection therewith, 194 shall supply, or cause the 194 Nominee(s) to supply, all information required pursuant to applicable Law (including a consent to act as a director and any personal information form required). For certainty, the Company shall have no obligation to appoint a 194 Nominee to the Board if such appointment would violate applicable Law or the Company's constituting documents or be contrary to any Exchange rule, policy or directive. If the Company receives notice from the Exchange or other regulatory authority that any 194 Nominee must resign, 194 shall supply, or cause to be supplied, a resignation from the applicable 194 Nominee, provided that so long as the applicable Nominating Threshold is maintained, 194 shall then have the right to nominate an alternate 194 Nominee in accordance with the process in this subsection (c).
- (d) At any meeting of the Shareholders called by the Company at which directors are to be elected, the Company shall include in its meeting materials information about such 194 Nominee that is required in order for Shareholders to vote on such nominee's election to the Board and include such 194 Nominee in the slate of nominees proposed by the Company for election to the Board, provided that prior to such meeting, 194 has supplied the Company with all information required by applicable Law and Section 4.2(c) to be included in such meeting material. The Company covenants and agrees to provide reasonable advance notice to 194 of any meeting, so that 194 can supply the necessary information. 194 shall, and shall cause its associates and affiliates to, vote 'for' all management nominees for directors of the Board.
- (e) For so long as 194 meets the applicable Nominating Threshold, (i) if a 194 Nominee is not elected at any meeting referred to in subsection (d); or (ii) a 194 Nominee resigns or is otherwise no longer capable of acting as a director (including due to any majority voting policy, applicable Law or Exchange rule, policy or directive with respect to majority voting, or similar requirement applicable to the Company), 194 shall be entitled to nominate an alternate 194 Nominee, and the Company shall appoint such individual to the Board, in accordance with the procedures and requirements otherwise set out in this Section 4.2, subject to applicable Law.
- (f) No 194 Nominee shall receive any directors fees or other compensation for acting as a director of the Company; however, the Company shall pay all reasonable expenses incurred by each 194 Nominee in the performance of his or her duties for or on behalf of the Company incurred as a result of the 194 Nominee attending

Board and committee meetings, including travel and accommodation expenses, in each case in accordance with the Company's policies applicable to all directors.

- (g) The Company shall maintain director indemnifications and liability insurance in respect of each 194 Nominee of the same kind and type provided for the Company's other directors.
- (h) At all times that a 194 Nominee is a member of the Board, 194 shall, and shall cause the 194 Nominee to, comply with applicable Law as it relates to the Company, including Laws related to insider trading and fiduciary duties.
- (i) If 194 meets the Nominating Threshold, and thereafter its percentage ownership falls below the Nominating Threshold, it shall promptly provide notice of such decrease to the Company and cause the prompt resignation of the 194 Nominee(s) from the Board (unless otherwise directed by the Company, in the Company's sole discretion).
- (j) The rights of 194 pursuant to this Section 4.2 shall cease and be of no further force and effect if 194 falls below the applicable Nominating Threshold. For certainty, if 194 meets (i) the 25% Nominating Threshold, and then falls below it (but maintains the 15% Nominating Threshold) it shall permanently lose the right to appoint one of the 194 Nominees; and (ii) the 15% Nominating Threshold, and then falls below it, it shall permanently lose the right to appoint any 194 Nominee, and no rights pursuant to this Section 4.2 shall be revived if after such time 194 again meets a Nominating Threshold.
- (k) For certainty, all nomination rights and obligations set out in this Section 4.2 (including 194's obligation to vote for management nominees to the Board) shall be subject to applicable Law and Exchange requirements.

4.3 Standstill

For a period from the date hereof until the date that 194 no longer meets the 15% Nominating Threshold, each 194 Party shall not, directly or indirectly, and shall cause its associates and affiliates not to, without the express written consent of the Company:

- (a) in any manner acquire, or agree to acquire, or make any proposal to acquire, directly or indirectly (other than indirectly through discretionary brokerage accounts of investment funds where a 194 Party has not directed such acquisition, and such acquisition decisions are made by fund managers with no access to material non-public information concerning the Company), by means of purchase, merger, consolidation, take-over bid, exchange offer, tender offer, business combination, arrangement, amalgamation or in any other manner, whether in one transaction or a series of transactions, registered, beneficial or constructive ownership of, any securities (including loan or debt securities, but excluding any securities issued upon conversion of interest under the Note or the exercise of any common share purchase warrants owned as at the date hereof) or assets of the Company or derivative position the value of which to the "owner" changes with a change in the

value of any equity securities (or other securities derived from the value of such securities), without regard to any hedge that may have been entered into with respect to such position);

- (b) assist, advise or encourage any other persons to acquire or agree to acquire or make any proposal or offer to acquire, directly or indirectly in any manner, registered, beneficial or constructive ownership of any securities or assets of the Company (including through any security, contract right or derivative position the value of which to the “owner” changes with a change in the value of any equity securities (or other securities derived from the value of such securities), without regard to any hedge that may have been entered into with respect to such position), except, at any time a 194 Nominee is a member of the Board, in connection with any action by the Board to offer securities of the Company;
- (c) propose, effect, seek or offer to enter into any merger, recapitalization, reorganization, business combination or other extraordinary transaction involving the Company or propose, effect, seek or offer to purchase a material portion of the assets of the Company, except in connection with any action by the Board to do the foregoing;
- (d) for any purpose, “solicit”, or participate or join with any other person in the “solicitation” of, any “proxies” (as such terms are defined in the *Securities Act* (Ontario)) to vote, or to seek to advise or influence any person with respect to the voting of, any voting securities of the Company, whether or not such solicitation is exempt under any provision of the *Securities Act* (Ontario) or any similar legislation or initiate any shareholder proposal in respect of the Company or requisition a meeting of Shareholders, except in support of any solicitation by management of the Company;
- (e) form, join or in any way participate in a group with respect to voting securities of the Company (other than the group constituting the 194 Parties);
- (f) commence or support a take-over bid (whether formal or exempt), exchange offer, tender offer or similar transaction for any securities of the Company except a transaction supported by the Board;
- (g) bring any action or otherwise act to contest the validity of this Section 4.3;
- (h) disclose any consideration, intention, plan or arrangement to do anything that the 194 Parties are restricted from doing by this Section 4.3 or is inconsistent with this Section 4.3, or make any disclosure that could require the Company to make any disclosure;
- (i) oppose any shareholder rights plan supported by the other members of the Board or take any action, directly or indirectly, that questions the validity or effectiveness of any shareholder rights plan adopted by the Company or any securities that may be issued pursuant thereto, or seek to cause any person, court or regulatory body to “cease trade” or otherwise restrict the operation of such plan; or

- (j) have any discussions or enter into any arrangements, understandings or agreements, whether written or oral, with, or advise, finance, aid, assist, encourage or act in concert with, any other person in connection with any of the matters set out in this Section 4.3 or make any public announcement with respect to the foregoing, except as may be required by applicable securities law or stock exchange requirements, or take any other action which might reasonably be expected to result in any such public disclosure, except in connection with any action by the Board to do the foregoing.

4.4 Confidentiality

Each 194 Party shall, and shall cause each of their affiliates, shareholders, directors, and officers to, keep confidential all information relating to the Company, its affiliates, its assets and operations and the JV, whether written or oral, whenever disclosed (the “**Confidential Information**”), other than information that the 194 Parties can show:

- (a) is part of the public domain (through no breach of this Section by any 194 Party);
- (b) was received in good faith from a third party who was lawfully in possession of such information free of any obligation of confidentiality; or
- (c) the 194 Parties or their affiliates, shareholders directors or officers are required to disclose pursuant to applicable Law, based on the advice of counsel. If any such person is compelled to disclose any information pursuant to the foregoing, the applicable 194 Party shall promptly notify the Company in writing (to the extent legally permissible) and shall disclose only that portion of such information that the 194 Party is advised by its counsel is legally required to be disclosed; provided that the 194 Party shall use its commercially reasonable efforts to obtain an appropriate protective order or other reasonable assurance that confidential treatment will be accorded such information. The cost of obtaining such order or assurance shall be borne by the Company.

Notwithstanding the foregoing, Confidential Information may be disclosed to any *bona fide* professional advisor of each 194 Party or its affiliates, shareholders, directors, or officers, if such disclosure is necessary in order for such advisors to perform their duties.

4.5 Non-Disparagement

From the date hereof until the date that is two years from the Closing Date (or, if the Closing does not occur, the date that is two years from the date hereof), neither the Company, on the one hand, nor the 194 Parties, on the other, will, whether directly or indirectly, disparage or make any statement or publication that is intended to or has the effect of disparaging, impugning or injuring the reputation or interests of the 194 Parties, on the one hand, or the Company, on the other, except for any comments or statements made in any statement of claim, statement of defence, affidavit or similar document to enforce any rights under this Agreement.

4.6 Undertaking regarding Security

194 covenants, agrees and undertakes as follows: Following the Closing, (A) should the Company, acting reasonably, determine that a release or discharge of 194's security interest is required in order to enter into any license or similar agreement with a third party in connection with the commercialization of any product or otherwise, following consultation with, and the review of key terms of such agreement by, 194; or (B) at any time at least \$3,000,000 of the Note is repaid, in each case, 194 shall release or discharge its security interest as evidenced by the Amended Security Document, and in connection therewith, 194 shall execute any documentation reasonably requested by the Company in connection with the foregoing (including, in the case of (A), any confidentiality agreement reasonably requested by the Company in order to receive applicable materials).

ARTICLE 5 CLOSING DELIVERABLES

5.1 Closing Conditions in Favour of the Company

The obligations of the Company to complete the transactions contemplated herein are subject to the fulfillment of the following conditions at or before the Closing Time, and each such condition is for the benefit of the Company and may only be waived in the sole discretion of the Company:

- (a) (i) the representations and warranties made by the 194 Parties in this Agreement will have been true and correct when made and will be true and correct at the Closing Time with the same force and effect as if they had been made as of the Closing Time; (ii) all covenants contained in this Agreement to be performed by the 194 Parties at or before the Closing Time will have been performed in all material respects; and (iii) the Company shall have received a certificate of a senior officer of each 194 Party that is a corporation and a certificate of each 194 party that is an individual confirming the foregoing and, if a 194 Party is a corporation, such certificate shall also attach resolutions of the board of directors of such party in respect of the subject matter of this Agreement, the constating documents of such party, and incumbency of directors and officers of such party who execute this Agreement or any Related Document;
- (b) 194 shall have delivered a certificate of status dated a date that is not earlier than two (2) Business Days prior the Closing Date.
- (c) each 194 Party shall have delivered, and the shall have caused any other Person listed in Section 2.1 of the JV Agreement to have delivered, a release, acknowledging and confirming by such persons, and on behalf of any affiliate of any of the foregoing persons, extinguishment of the Indebtedness and any Claims against the Company or the JV and termination of the JV Agreement, in form and substance satisfactory to the Company, acting reasonably;
- (d) 194 shall have delivered an executed Amended Security Document, such document to be in form and substance satisfactory to the Company, acting reasonably;

- (e) the Company shall not have received any notification from the Exchange or any applicable securities regulatory authority that it objects to or will otherwise not permit the transactions contemplated herein; and
- (f) the issuance and sale of the Shares of the Note will be exempt from prospectus requirements under Applicable Securities Laws and 194 shall have delivered an accredited investor certificate and risk acknowledgment form in the forms required pursuant to National Instrument 45-106 – *Prospectus Exemptions*.

5.2 Closing Conditions in Favour of the 194 Parties

The obligations of the 194 Parties to complete the transactions contemplated herein are subject to the fulfillment of the following conditions at or before the Closing Time, and each such condition is for the benefit of the 194 Parties and may only be waived in the sole discretion of the 194 Parties:

- (a) (i) the representations and warranties made by the Company in this Agreement will have been true and correct when made and will be true and correct at the Closing Time with the same force and effect as if they had been made as of the Closing Time; (ii) all covenants contained in this Agreement to be performed by the Company at or before the Closing Time will have been performed in all material respects (other than the covenant to deliver the Share Consideration and the Note, which will have been performed in all respects); and (iii) the 194 Parties shall have received a certificate of a senior officer of the Company confirming the foregoing and such certificate shall also attach resolutions of the board of directors of the Company in respect of the subject matter of this Agreement, the constating documents of the Company, and incumbency of directors and officers of the Company who execute this Agreement or any Related Document;
- (b) the Company shall have delivered a certificate of status (or equivalent) dated a date that is not earlier than two (2) Business Days prior the the Closing Date.
- (c) the Company shall have delivered a release, acknowledging and confirming extinguishment of the Indebtedness and any Claims against the 194 Parties and the termination of the JV Agreement, in form and substance satisfactory to the 194 Parties, acting reasonably.
- (d) the Company shall have delivered an executed Amended Security Document, such document to be in form and substance satisfactory to the 194 Parties, acting reasonably;
- (e) the Company shall not have received any notification from the Exchange or any applicable securities regulatory authority that it objects to or will otherwise not permit the transactions contemplated herein; and
- (f) the issuance and sale of the Shares and the Note will be exempt from prospectus requirements under Applicable Securities Laws.

ARTICLE 6 TERMINATION AND SURVIVAL

6.1 Termination

- (a) *Mutual Termination.* This Agreement may be terminated by the mutual written agreement of the 194 Parties and the Company at any time before Closing.
- (b) *Termination by the 194 Parties.* This Agreement may be terminated by the 194 Parties at any time before Closing, provided that there has not been a breach of a representation or warranty or any non-performance or non-fulfillment of a covenant made or given in this Agreement (each, a “**Default**”) by any 194 Party that would give rise to the failure of the conditions specified in Section 5.1 (Closing Conditions in Favour of the Company) to be satisfied, if:
 - (i) there has been a Default by the Company that would give rise to the failure of the conditions specified in Section 5.2 (Closing Conditions in Favour of the 194 Parties) to be satisfied and such Default has not been waived by the 194 Parties in writing or cured by the Company within thirty (30) days after receipt of written notice of such Default by 194 Parties (or at any time after receipt of such notice, if the Company is not using commercially reasonable efforts to pursue such cure or if such Default is not capable of being cured, in each case, as determined by the 194 Parties, acting reasonably), but in no event shall any notice or cure period extend the Outside Date; or
 - (ii) any of the conditions set forth in Section 5.2 (Closing Conditions in Favour of the 194 Parties) (other than conditions that by their nature are to be satisfied by actions taken at Closing) have not been satisfied on or prior to the Outside Date or it becomes reasonably apparent that the conditions set forth in Section 5.2 (other than conditions that by their nature are to be satisfied by actions taken at Closing) will not be satisfied prior to Outside Date (other than as a result of the failure of the 194 Parties to perform any of their obligations under this Agreement) and the 194 Parties have not waived such conditions in writing.
- (c) *Termination by the Company.* This Agreement may be terminated by the Company at any time before Closing, provided that there has not been a Default by the Company that would give rise to the failure of the conditions specified in Section 5.2 (Closing Conditions in Favour of the 194 Parties) to be satisfied, if:
 - (i) there has been a Default a 194 Party that would give rise to the failure of the conditions specified in Section 5.1 (Closing Conditions in Favour of the Company) to be satisfied and such Default has not been waived by the Company in writing or cured by the 194 Parties within thirty (30) days after receipt of written notice of such Default by the Company (or at any time after receipt of such notice, if the 194 Parties are not using commercially reasonable efforts to pursue such cure or if such Default is not capable of

being cured, in each case, as determined by the Company, acting reasonably), but in no event shall any notice or cure period extend the Outside Date; or

- (ii) any of the conditions set forth in Section 5.1 (Closing Conditions in Favour of the Company) (other than conditions that by their nature are to be satisfied by actions taken at Closing) have not been satisfied on or prior to the Outside Date or it becomes reasonably apparent that the conditions set forth in Section 5.1 (other than conditions that by their nature are to be satisfied by actions taken at Closing) will not be satisfied prior to the Outside Date (other than as a result of the failure of the Company to perform any of its obligations under this Agreement) and the Company has not waived such conditions in writing.
- (d) *Termination by the Company or the 194 Parties.* This Agreement may be terminated by the Company (on the one hand) or the 194 Parties (on the other hand) in the event that the Closing shall not have occurred on or before the Outside Date.

6.2 Survival

- (a) The covenants and agreements of the 194 Parties and the Company contained in this Agreement that are required to be performed (a) at or prior to the Closing shall terminate at, and not survive, the Closing and (b) after the Closing shall continue in full force and effect in accordance with their respective terms.
- (b) Subject to this Section 6.2, in the case of termination of this Agreement pursuant to Section 6.1, the following sections of this Agreement shall survive termination of this Agreement: Section 4.4 (Confidentiality), Section 4.5 (Non-Disparagement), Section 6.2, Article 7 (Interpretation) and Article 8 (General).

ARTICLE 7 INTERPRETATION

7.1 Certain Rules of Interpretation

In this Agreement:

- (a) **Consent** – Whenever a provision of this Agreement requires an approval or consent and such approval or consent is not delivered within the applicable time limit, then, unless otherwise specified, the Party whose consent or approval is required shall be conclusively deemed to have withheld its approval or consent.
- (b) **Currency** – Unless otherwise specified, all references to money amounts are to lawful currency of Canada.
- (c) **Definitions** – Capitalized words and terms used in this Agreement have the meanings attributed to them in Schedule A.

- (d) **Governing Law** – This Agreement is a contract made under and shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in the Province of Ontario. The Parties attorn to the exclusive jurisdiction of the courts of Toronto, Ontario in connection with any dispute arising under this Agreement.
- (e) **Headings** – Headings of Articles and Sections are inserted for convenience of reference only and do not affect the construction or interpretation of this Agreement.
- (f) **Interpretation** – (a) Where the word “including” or “includes” or a variation thereof is used in this Agreement, it means “including (or includes) without limitation”; (b) the word “or” is not exclusive; (c) the words “herein,” “hereof,” “hereby,” “hereto” and “hereunder” refer to this Agreement as a whole; and (d) references to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof.
- (g) **No Strict Construction** – The language used in this Agreement is the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Party.
- (h) **Number and Gender** – Unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.
- (i) **Severability** – If, in any jurisdiction, any provision of this Agreement or its application to any Party or circumstance is restricted, prohibited or unenforceable, such provision shall, as to such jurisdiction, be ineffective only to the extent of such restriction, prohibition or unenforceability without invalidating the remaining provisions of this Agreement and without affecting the validity or enforceability of such provision in any other jurisdiction or without affecting its application to other Parties or circumstances.
- (j) **Statutory references** – A reference to a statute includes all regulations and rules made pursuant to such statute and, unless otherwise specified, the provisions of any statute, regulation or rule which amends, supplements or supersedes any such statute, regulation or rule. Notwithstanding the foregoing, the reference to any statute in a representation or warranty in this Agreement refers to the statute as it exists as at the date the representation or warranty is given.
- (k) **Time** – Time is of the essence in the performance of the Parties’ respective obligations.
- (l) **Time Periods** – Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period

ends and by extending the period to the next Business Day following if the last day of the period is not a Business Day.

7.2 Entire Agreement

This Agreement and the agreements and other documents required to be delivered pursuant to this Agreement, constitute the entire agreement between the Parties and set out all the covenants, promises, warranties, representations, conditions and agreements between the Parties in connection with the subject matter of this Agreement and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, pre-contractual or otherwise, including the non-binding term sheet dated February 17, 2023. There are no covenants, promises, warranties, representations, conditions, understandings or other agreements, whether oral or written, pre-contractual or otherwise, express, implied or collateral between the Parties in connection with the subject matter of this Agreement except as specifically set forth in this Agreement and any document required to be delivered pursuant to this Agreement.

7.3 Schedules

- (a) The schedules to this Agreement, listed below, are an integral part of this Agreement:

Schedule A	–	Defined Terms
Schedule 2.2(a)		Form of Promissory Note
Schedule 3.1	–	Representations and Warranties of the
Schedule 3.2	–	Representations and Warranties of the Company
Schedule 8.4(a)	–	Contact Information for Securities Regulatory Authorities

ARTICLE 8 GENERAL

8.1 Non-Waiver

No waiver of any condition or other provisions, in whole or in part, shall constitute a waiver of any other condition or provision (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

8.2 Dispute Resolution

Each Party submits to the exclusive jurisdiction of any Ontario courts sitting in Toronto in any action, application, reference or other proceeding arising out of or relating to this Agreement and consents to all claims in respect of any such action, application, reference or other proceeding being heard and determined in such Ontario courts. Further, each of the Parties irrevocably waives, to the fullest extent it may effectively do so, the defence of an inconvenient forum to the maintenance of such action, application or proceeding and consents to any action, application, reference or other proceeding arising out of or relating to this Agreement being tried in Toronto and, in particular, being placed on the Commercial List of the Ontario Superior Court of Justice.

8.3 Taxes and Expenses

Any taxes that arise from this Agreement or the transactions contemplated herein shall be for the respective account of the Company, on the one hand, and the 194 Parties, on the other. Except as otherwise provided in this Agreement each Party shall pay all costs and expenses (including the fees and disbursements of legal counsel and other advisers) it incurs in connection with the negotiation, preparation and execution of this Agreement, the transactions contemplated herein, and the holding or trading of any securities issued pursuant to the terms hereof.

8.4 Personal Information

By signing this Agreement, each of the 194 Parties agrees that the Company may collect and use the personal information of such Party for the following purposes:

- (a) to deliver to regulatory authorities any personal information provided by the 194 Party respecting itself including such Party's full name, residential address and telephone number, the consideration paid by such Party, the exemption relied on to issue securities hereunder and the date of distribution, such information being collected indirectly by regulatory authorities under the authority granted in Applicable Securities Laws for the purposes of the administration and enforcement of Applicable Securities Laws and pursuant to the indirect collection of such information by regulatory authorities. Each 194 Party may contact the public officials listed in Schedule 8.4(a) with respect to questions about the security regulatory authority's or regulator's indirect collection of such information;
- (b) to provide the 194 Parties with information;
- (c) to otherwise administer the investment in securities of the Company in accordance with the terms of this Agreement;
- (d) for internal use with respect to managing the relationships between and contractual obligations of the Company and the 194 Parties;
- (e) for use and disclosure for income tax related purposes, including without limitation, where required by applicable Law, disclosure to Canada Revenue Agency;

- (f) for disclosure to a governmental or other authority to which the disclosure is required by court order or subpoena compelling such disclosure and where there is no reasonable alternative to such disclosure;
- (g) for disclosure to professional advisers of the Company in connection with the performance of their professional services;
- (h) for disclosure to any person where such disclosure is necessary for legitimate business reasons and is made with the 194 Party's prior written consent;
- (i) for disclosure to a court determining the rights of the parties under this Agreement; and
- (j) for use and disclosure as otherwise required or permitted by applicable Law.

8.5 Notices

Any notice, consent or approval required or permitted to be given in connection with this Agreement (in this Section referred to as a “**Notice**”) shall be in writing and shall be sufficiently given if delivered (whether in person, by courier service or other personal method of delivery, in each case with written confirmation of receipt), or if transmitted by e-mail:

- (a) in the case of a Notice to the 194 Parties at:

Paul Kalata
DK Financial Canada Inc.
18 Wynwood Drive, Suite 704
Toronto, Ontario M3C 3S2

E-mail: paul@dkcanada.ca

Bill Connor
75 Tudhope St,
Parry Sound, Ontario P2A 0C6

Email: bill@connorindustries.com

With a copy to (which shall not constitute notice):

Graham Nichols
Nichols Law Professional Corporation
161 Main Street Markham North
Markham, Ontario L3P 1Y2

Attention: Graham Nichols
E-mail: graham@markhamlaw.com

(b) in the case of a Notice to the Company at:

Biosenta Inc.
18 Wynford Drive, Suite 704
Toronto, Ontario M3C 3S2

Attention: Amarvir Gill, President & CEO
E-mail: am@biosenta.com

With a copy to (which shall not constitute notice):

Fasken Martineau DuMoulin LLP
333 Bay Street, Suite 2400
Toronto, Ontario M5H 2T6

Attention: Armand Benitah and Justine Connors
E-mail: abenitah@fasken.com and jconnors@fasken.com

Any Notice delivered or transmitted to a Party as provided above shall be deemed to have been given and received on the day it is delivered or transmitted, provided that it is delivered or transmitted on a Business Day prior to 5:00 p.m. local time in the place of delivery or receipt. However, if the Notice is delivered or transmitted after 5:00 p.m. local time or if such day is not a Business Day then the Notice shall be deemed to have been given and received on the next Business Day.

Each of the 194 Parties and the Company may, from time to time, change its address by giving Notice to the Company or the 194 Parties (as applicable) in accordance with the provisions of this Section.

8.6 No Third-Party Beneficiaries

This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

8.7 Assignment

No Party may assign this Agreement or any of the benefits, rights or obligations under this Agreement without the prior written consent of the other Parties.

8.8 Enurement

This Agreement enures to the benefit of and is binding upon the Parties and their respective successors (including any successor by reason of amalgamation of any Party) and permitted assigns, and, if applicable, heirs and legal personal representatives.

8.9 Amendment

No amendment, supplement, modification or waiver or termination of this Agreement and, unless otherwise specified, no consent or approval by any Party, is binding unless executed in writing by the Party to be bound thereby.

8.10 Further Assurances

The Parties shall, with reasonable diligence, do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated herein, and each Party shall provide such further documents or instruments required by any other Party as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions, whether before or after the Closing.

8.11 Execution and Delivery

This Agreement may be executed and delivered by the Parties in counterparts and all such counterparts shall together constitute one and the same agreement.

[The next page is the signature page.]

The Parties have executed this Agreement as of the date first written above.

THE COMPANY:

BIOSENTA INC.

By: “Am Gill”
Name: Am Gill
Title: President and CEO

By: “Ed Korhonen”
Name: Ed Korhonen
Title: Chairman

THE 194 PARTIES:

1943391 ONTARIO LTD.

By: “Bill Connor”
Name: Bill Connor
Title: President

By: “Paul Kalata”
Name: Paul Kalata
Title: Vice President

“Bill Connor”
Bill Connor

“Paul Kalata”
Paul Kalata

SCHEDULE A
DEFINED TERMS

“**194**” has the meaning given to it in the introductory section of this Agreement;

“**194 Nominee**” has the meaning given to it in Section 4.2(a) of this Agreement;

“**194 Parties**” has the meaning given to it in the introductory section of this Agreement;

“**194 Shareholders**” has the meaning given to it in the introductory section of this Agreement;

“**Additional Approvals**” means all corporate, Exchange or other approvals required to issue Common Shares to satisfy interest payments under the Note;

“**Agreement**” means this Termination of Joint Venture and Subscription Agreement, including all schedules, and all amendments or amendments and restatements, as permitted pursuant to the terms hereof;

“**Amended Security Document**” has the meaning given to it in Section 1.1(b);

“**Applicable Securities Laws**” means all provincial or territorial securities and corporate laws, rules, regulations, instruments, notices, blanket orders, decision documents, statements, circulars, procedures and policies that are applicable to the Company;

“**Associate**” has the meaning given to it in the *Securities Act* (Ontario);

“**Board**” has the meaning given to it in Section 4.2(a) of this Agreement;

“**Business Day**” means any day, other than a Saturday or Sunday, on which commercial banks located in Toronto are open for banking business during normal banking hours and on which the Exchange is open for trading.

“**Closing**” means the completion of the transactions contemplated by this Agreement;

“**Closing Date**” means the date the Closing occurs;

“**Closing Time**” means the time of the Closing;

“**Common Shares**” means the Class A Shares, being common shares in the capital of the Company;

“**Company**” has the meaning given to it in the introductory section of this Agreement;

“**Confidential Information**” has the meaning given to it in Section 4.4 of this Agreement;

“**Default**” has the meaning given to it in Section 6.1(b);

“Enforceability Exceptions” means (a) bankruptcy, insolvency, moratorium, reorganization and other Laws relating to or affecting the enforcement of creditors’ rights generally and (b) the fact that equitable remedies, including the remedies of specific performance and injunction, may only be granted in the discretion of a court;

“Exchange” means the Canadian Securities Exchange, or any successor exchange on which the Common Shares are trading;

“JV” has the meaning given to it in Section 1.1(a) of this Agreement;

“JV Agreement” has the meaning given to it in the introductory section of this Agreement;

“Law” means laws (including common law or civil law), statutes, by-laws, rules, regulations, orders, ordinances, instruments, code, order, constitution, decree, judgments, awards or requirements, in each case of any governmental authority having the force of law;

“Licensed IP” has the meaning given to it in the JV Agreement;

“Nominating Threshold” has the meaning given to it in Section 4.2(a) of this Agreement;

“Note” has the meaning given to it in Section 2.2(a) of this Agreement;

“Outside Date” means August 30, 2023, or such other date as may be mutually agreed to by the Parties;

“Parties” means the Company and each 194 Party and **“Party”** any one of them;

“Person” means any individual, sole proprietorship, partnership, firm, entity, unincorporated association, unincorporated syndicate, unincorporated organization, trust, corporation, company, body corporate, limited liability company, joint venture, governmental authority, and where the context requires any of the foregoing when they are acting as trustee, executor, administrator or other legal representative;

“Principal Amount” has the meaning given to it in Section 2.2(a) of this Agreement;

“Related Documents” means any documents required to be delivered pursuant to Article 5 of this Agreement;

“Security Document” has the meaning given to it in Section 1.1(b);

“Share Payment” has the meaning given to it in Section 2.1(a) of this Agreement; and

“Shareholders” means the shareholders of the Company.

**SCHEDULE 2.2(A)
FORM OF PROMISSORY NOTE**

UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE [insert date that is 4 months and a day after the distribution date]

**INTEREST BEARING UNSECURED PROMISSORY NOTE
OF
BIOSENTA INC.**

NOTE NO. 1 [●], 2023
FOR VALUE RECEIVED, BIOSENTA INC., an Ontario corporation with its office located at 18 Wynford Drive, Suite 704, Toronto, Ontario M3C 3S2, (the “**Company**” or “**Debtor**”), unconditionally promises to pay to 1943391 Ontario Ltd. whose address is 75 Tudhope St, Parry Sound, Ontario P2A 0C6 (the “**Holder**”), upon presentation of this promissory note (the “**Note**”) at the offices of the Company, the principal amount of \$**6,500,000** (“**Principal Amount**”), together with the accrued and unpaid interest thereon and other sums as hereinafter provided, subject to the terms and conditions as set forth below. The effective date of execution and issuance of this Note is [●], 2023 (“**Original Issue Date**”). All references to “\$” or “dollars” in this Note are to Canadian dollars.

1. Maturity Date

The Principal Amount outstanding hereunder and all accrued and unpaid interest thereon and all other amounts accrued under this Note shall, unless repaid entirely in accordance with this Note, mature and become due and payable on December 31, 2025 (the “**Maturity Date**”), all in accordance with the terms and conditions set out herein.

2. Interest

Interest on the Principal Amount outstanding from time to time hereunder shall be payable at the prime lending rate of the Canadian Imperial Bank of Commerce plus 3%, per annum, and shall be due and payable quarterly at the end of each calendar quarter during which interest accrues on the Note (the “**Interest**”).

Interest on this Note shall be computed on the basis of a 365 day year. Whenever interest is computed on the basis of a year (the “**deemed year**”) which contains fewer days than the actual number of days in the calendar year of calculation, such rate of interest shall be expressed as a yearly rate for purposes of the *Interest Act* (Canada) by multiplying such rate of interest by the actual number of days in the calendar year of calculation and dividing it by the number of days in the deemed year.

Notwithstanding any other provision in this Note, no Interest under this Note will begin to accrue until the date that is 120 days after the Original Issue Date.

3. Payment

Subject to the Share Payment Election, payment of any sums due to the Holder under the terms of this Note shall be made in Canadian Dollars by wire transfer. Payment shall be made at the address last appearing on the Note register of the Company as designated in writing by the Holder hereof from time to time. If any payment hereunder would otherwise become due and payable on a day on which commercial banks in Toronto, Canada, are permitted or required to be closed or on which the Canadian Securities Exchange (the “**Exchange**”) is closed, such payment shall become due and payable on the next succeeding day on which commercial banks in Toronto, Canada, are not permitted or required to be closed and on which the Exchange is not closed (“**Business Day**”) and, with respect to payments of Principal Amount and interest thereon shall be payable at the then applicable rate during such extension, if any. The forwarding of such funds shall constitute a payment of outstanding principal and interest hereunder and shall satisfy and discharge the liability for principal and interest on this Note to the extent of the sum represented by such payment. This Note (including any interest hereon) may be repaid at any time at the discretion of the Company.

4. Payment on New Equity Issuance

Unless otherwise agreed to as between the Company and the Holder, the Principal Amount and any interest accrued and payable at such time shall be payable within thirty (30) days of any public issuance of common shares in the capital of the Company (“**Common Shares**”) by the Company for cash proceeds (each an “**Equity Issuance**”) as follows:

- (a) Until the Company has raised aggregate net proceeds of \$5,000,000 from one or more Equity Issuances, 60% of the net proceeds of any Equity Issuance will be used to repay the Note.
- (b) At and after the Company has raised aggregate net proceeds of \$5,000,000 from Equity Issuances, 50% of the net proceeds of any Equity Issuance will be used to repay the Note, until the Note is fully repaid.

5. Share Payment Election

The Holder may elect that any Interest then due and payable under this Note is paid and satisfied by the Company issuing Common Shares in order to fully satisfy such Interest payment (the “**Share Payment Election**”). The delivery of any such Common Shares shall be deemed to constitute a contract between the Holder and the Company whereby (i) the Holder subscribes for the number of Common Shares which the Holder shall be entitled to receive upon its exercise of the Share Payment Election, (ii) the Holder releases, upon receipt of the Common Shares issued in respect of the Share Payment Election, the Company from all liability with respect to the portion of the Interest satisfied in Common Shares, and (iii) the Company agrees that such Common Shares issued will be issued as fully paid and non-assessable common shares in the capital of the Company.

If the Holder wishes to make a Share Payment Election, it shall notify the Company at least five (5) trading days prior to the date the cash Interest payment would otherwise be due by submitting to the Company the Share Payment Election Notice attached hereto as Schedule “A”. On the day such Interest payment is due, or within five (5) trading days thereafter, the Company shall issue or

cause to be issued, by way of DRS advice, original share certificate or otherwise, to the Holder, the number of Common Shares in the name of the Holder equal to the amount of Interest being satisfied divided by the five-day volume weighted average trading price of the Common Shares on the Exchange ending on the Business Day prior to such issuance, subject to Exchange approval if required.

Notwithstanding anything herein contained: (i) the Company shall in no case be required to issue fractional Common Shares or to pay any cash adjustment in lieu of any such fraction upon the conversion of Interest under this Note and any fractions will be rounded down to the nearest whole number of Common Shares; (ii) so long as the Common Shares issuable in connection with receipt of a Share Payment Election Notice are issued within five (5) trading days of the date the Interest payment is due, the applicable Interest payment shall be considered to be satisfied on time and on the date it is due to be paid, and, for certainty, no additional interest shall accrue between the date the Interest payment would otherwise have been made in cash and the date such Common Shares are issued; and (iii) no more than 500,000 Common Shares in the aggregate shall be issued to satisfy any Interest hereunder and, for certainty, if and when 500,000 Common Shares in the aggregate have been issued to satisfy Interest payments hereunder, the Share Payment Election shall cease and be of no further force or effect.

6. No Security

This Note and the indebtedness hereunder is an unsecured obligation of the Company.

7. Events of Defaults

The following are deemed to be an event of default (“**Event of Default**”) hereunder: (i) the failure by the Company to pay any installment of interest on this Note as and when due and payable and the continuance of any such failure for thirty (30) days; (ii) the failure by the Company to pay all or any part of the Principal Amount on this Note when and as the same become due and payable as set forth above, at the Maturity Date or in accordance with Section 4; or (iii) (A) the assignment by the Company for the benefit of creditors, or an application by the Company to any tribunal for the appointment of a trustee or receiver of a substantial part of the assets of the Company, or (B) the commencement of any proceedings relating to the Company under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debts, dissolution or other liquidation law of any jurisdiction; or (C) the filing of such application, or the commencement of any such proceedings against the Company and a consent by the Company to such proceedings, or (D) the appointment of such trustee or receiver, or (E) an adjudication of the Company bankrupt or insolvent, or approval of the petition in any such proceedings, and such order remains in effect for 60 days.

8. The Holder’s Rights and Remedies upon the Occurrence of an Event of Default

If any Event of Default occurs and is not otherwise cured, the Holder shall provide written notice to the Company that the full unpaid principal amount of this Note, together with interest owing in respect thereof, is immediately due and payable, time being of the essence.

9. Surrender of Note

If the Note for which the then outstanding principal amount, together with Interest owing in respect thereof, shall have been paid in accordance herewith, the Note shall promptly be surrendered to or as directed by the Company.

10. Acknowledgement

The Holder, by accepting this Note, acknowledges, covenants and agrees as follows: (i) that this Note and any Common Shares that may be issued upon conversion of Interest may be subject to resale restrictions imposed under applicable securities laws and the rules of regulatory bodies having jurisdiction; (ii) that a legend may be placed on the certificates representing this Note and the Common Shares to the effect that the securities represented by the certificates are subject to a hold period and may not be traded until the expiry of such hold period except as permitted by applicable securities legislation; (iii) not to resell the Common Shares issued upon conversion of Interest except in accordance with the provisions of applicable securities legislation; (iv) it is acquiring this Note and any Common Shares to be issued pursuant to the terms hereof as principal for its own account and not for the benefit of any other person and for investment only and not with a view to the resale or distribution of all or any of the Note or the Shares; and (v) if required by law or the Canadian Securities Exchange, it will promptly complete, sign and file or provide the Company with all forms required in the connection with this Note.

11. Waiver of Demand, Presentment, Etc.

The Company hereby expressly waives demand and presentment for payment, notice of nonpayment, protest, notice of protest, notice of dishonor, notice of acceleration or intent to accelerate, bringing of suit and diligence in taking any action to collect amounts called for hereunder and shall be directly and primarily liable for the payment of all sums owing and to be owing hereunder, regardless of and without any notice, diligence, act or omission as or with respect to the collection of any amount called for hereunder.

12. Enforceability

In case any provision of this Note is held by a court of competent jurisdiction to be excessive in scope or otherwise invalid or unenforceable, such provision shall be adjusted rather than voided, if possible, so that it is enforceable to the maximum extent possible, and the validity and enforceability of the remaining provisions of this Note will not in any way be affected or impaired thereby.

13. Maximum Interest

In the event that any provision of this Note would oblige the Company to make any payment of interest or any other payment which is construed by a court of competent jurisdiction to be interest in an amount or calculated at a rate which would be prohibited by applicable law or would result in a receipt by the Holder of interest at a criminal rate (as such terms are construed under the *Criminal Code* (Canada)), then notwithstanding such provision, such amount or rate shall be deemed to have been adjusted *nunc pro tunc* to the maximum amount or rate of interest, as the case may be, as would not be so prohibited by applicable law or so result in a receipt by the Holder of interest at a criminal rate, and the following shall apply: (i) the provisions of this paragraph shall govern and control, (ii) neither the Company nor any other person or entity now or hereafter liable

for the payment thereof, shall be obligated to pay the amount of such interest to the extent that it is in excess of the maximum amount of interest permitted by such applicable law, (iii) any such excess which may have been collected shall be either applied as a credit against the then unpaid principal amount thereof or refunded to the Company at the Holder's option, and (iv) the effective rate of interest shall be automatically reduced to the maximum lawful rate of interest allowed under the applicable law as now or hereafter construed by the courts having jurisdiction thereof. It is further agreed that without limitation of the foregoing, all calculations of the rate of interest contracted for, charged or received under the Note which are made for the purpose of determining whether such rate exceeds the maximum lawful rate of interest, shall be made, to the extent permitted by applicable law, by amortizing, prorating, allocating and spreading in equal parts during the period of the full stated term of the Note evidenced thereby, all interest at any time contracted for, charged or received from the Company or otherwise by the Holder in connection with this Note.

14. Governing Law; Consent to Jurisdiction

This Note shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in the Province of Ontario. The Holder and the Company attorn to the exclusive jurisdiction of the courts of Toronto, Ontario in connection with any dispute arising under this Note.

15. Amendment and Waiver

Any waiver or amendment hereto shall be in writing signed by the Holder. No failure on the part of the Holder to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by the Holder of any right hereunder preclude any other or further exercise thereof or the exercise of any other rights. The remedies herein provided are cumulative and not exclusive of any other remedies provided by law.

16. Transfer or Assignment

Without the prior written consent of the Company, this Note and any and all rights hereunder may not be sold, transferred, assigned or pledged by the Holder hereof, in whole or in part.

17. Headings

The headings are for reference purposes only and shall not be used in construing or interpreting this Note.

18. Notices

Any notices or other communications required or permitted hereunder shall be sufficiently given if in writing and delivered in person, or sent by registered or certified mail (return receipt requested) or recognized overnight delivery service, postage pre-paid, or sent by email addressed as follows, or to such other address as such party may notify to the other parties in writing:

- (a) If to the Company, to it at the following address:

18 Wynford Drive, Suite 704
Toronto, Ontario M3C 3S2
CANADA

Email: am@biosenta.com

- (b) If to Registered Holder, then to the address listed on the front of this Note, unless changed, by notice in writing as provided for herein.

A notice or communication will be effective (i) if delivered in person or by overnight courier, on the Business Day it is delivered, (ii) if sent by registered or certified mail, the earlier of the date of actual receipt by the party to whom such notice is required to be given or three (3) days after deposit in the United States mail and (iii) if sent by email, on the date sent. If any notice or other communication is sent by email, the party providing such notice shall, no later than the next business day after such emailed notice is sent, send a written notice by registered or certified mail (return receipt requested) or recognized overnight delivery service, postage pre-paid.

19. Survival

The obligations and covenants of the Company shall survive execution of this Note.

Amarvir Gill
President & CEO
Biosenta Inc.

SCHEDULE "A"
SHARE PAYMENT ELECTION NOTICE

TO: BIOSENTA INC. (the "Company")

The undersigned, 1943391 Ontario Ltd., being the registered holder of the promissory note of the Company dated _____, 2023 (the "Note"), hereby subscribes for common shares in the capital of the Company ("Common Shares"), on the terms specified in the Note, for the interest payment of C\$ _____ otherwise due on _____ (the "Interest Payment"). Upon due issuance of the Common Shares aforesaid the full Interest Payment shall be considered irrevocably satisfied and paid.

The Common Shares subscribed for will be issued as set forth below and will be mailed or delivered to the address set forth below.

Capitalized terms not defined on this Conversion Notice have the meanings ascribed to them in the Note.

DATED this _____ day of _____, 20__ .

1943391 ONTARIO LTD.

By: _____

Name: _____

Title: _____

Print below the address for delivery of a certificate representing the Common Shares.

Address:	
-----------------	--

SCHEDULE 3.1
REPRESENTATIONS AND WARRANTIES OF THE 194 PARTIES

1. Due Authorization and Enforceability of Obligations

- (a) With respect to each 194 Party that is an individual, such 194 Party has full legal capacity to enter into and perform his or her obligations under this Agreement and the Related Documents to which such Vendor is a party and consummate the transactions contemplated hereby and thereby.
- (b) With respect to each 194 Party that is a corporation, such 194 Party is a corporation incorporated and validly existing and in good standing (or equivalent) under the Laws of its jurisdiction of incorporation and has not been discontinued or dissolved under such Laws and, to the 194 Parties' knowledge, no proceedings have been taken to authorize or require the bankruptcy, insolvency, liquidation or winding up of any 194 Party and each 194 Party has the requisite corporate power, capacity and authority to enter into and perform its obligations under this Agreement and the Related Documents to which such 194 Party is a party and consummate the transactions contemplated hereby and thereby.
- (c) For each 194 Party that is not an individual, the execution and delivery of this Agreement and the Related Documents to which such 194 Party is a party, the performance of the 194 Party's obligations hereunder and thereunder and the consummation of the transactions contemplated by this Agreement have been duly authorized by all necessary action on the part of such 194 Party.
- (d) This Agreement has been, and each Related Document to which a 194 Party is a party will be, duly executed by each 194 Party and (assuming due authorization, execution and delivery by the Company), this Agreement and each Related Document to which a 194 Party is a party constitutes (or will constitute, as applicable) a valid and binding obligation of such 194 Party enforceable against it in accordance with its terms, subject to the Enforceability Exceptions.

2. Securities Ownership and Securities Representations

- (a) The 194 Parties beneficially own, or control or direct, the number and class of securities of the Company set out in the Company's publicly available profile on the System for Electronic Disclosure by Insiders (SEDI). As it relates to the security ownership in the Company of the 194 Parties, such SEDI profile is true and correct.
- (b) 194 is an "insider" of the Company (as defined pursuant to Applicable Securities Laws). No 194 Party is registered or required to be registered pursuant to Applicable Securities Laws.
- (c) 194 is an "accredited investor" (as such term is defined in National Instrument 45-106 *Prospectus Exemptions*). 194 is resident at the Ontario address set forth in Section 2.1(d).

- (d) 194 is purchasing the Consideration for its own account, not for the benefit of any other person, and for investment only and not with a view to the resale or distribution of all or part of the Consideration.
- (e) Each 194 Party has sufficient knowledge and experience in financial and business matters so as to be capable of evaluating the merits and risks of their investment in the securities of the Company, and each 194 Party is capable of bearing the economic risks of such investment, including a complete loss of their investment in the Consideration Shares.
- (f) The sole shareholders, of record and beneficially, direct or indirect, of 194 are Bill Connor as to 50% of the voting shares of 194 and Paul Kalata as to 50% of the voting shares of 194 and other than such voting shares, no other Person has any right or interest to receive any securities of 194.

3. Absence of Conflicts

No 194 Party is a party to, bound or affected by or subject to any:

- (a) agreement material to its business;
- (b) Articles or by-laws (if the 194 Party is a corporation); or
- (c) applicable Laws or authorizations of a governmental authority,

that would conflict with, be violated, breached by, or in respect of contracts acceleration or any right of termination, modification or cancellation would result, or under which default would occur, or with notice or the passage of time would, be created as a result of the execution and delivery of, or the performance of obligations under, this Agreement or any other agreement to be entered into under the terms of this Agreement.

4. No Claims

There is no claim commenced or in progress or, to the knowledge of such 194 Party, pending or threatened against or relating to such 194 Party that would otherwise impair the consummation, or the benefits to the Company, of the transactions contemplated by this Agreement. To the knowledge of such 194 Party, no event has occurred or circumstances exist that may give rise to, or serve as a basis for, any such Claim.

5. Regulatory Approvals

No approval, order, consent of or filing with any governmental authority is required on the part of any 194 Party, in connection with the execution, delivery and performance of this Agreement or any other documents and agreements to be delivered under this Agreement or the performance of a 194 Party's obligations under this Agreement or any other documents and agreements to be delivered under this Agreement.

**SCHEDULE 3.2
REPRESENTATIONS AND WARRANTIES OF THE COMPANY**

1. Due Authorization and Enforceability of Obligations

- (a) The Company is a corporation duly incorporated, validly existing and in good standing under the laws of the Province of Ontario and has not been discontinued or dissolved under such laws. No steps or proceedings have been taken to authorize or require such discontinuance or dissolution or, to the Company's knowledge, the bankruptcy, insolvency, liquidation or winding up of the Company.
- (b) The Company has the requisite corporate power, authority and capacity to enter into this Agreement and the Related Documents to which it is a party and to carry out its obligations under this Agreement and such Related Documents and consummate the transactions contemplated hereby and thereby.
- (c) The execution and delivery of this Agreement and the Related Documents to which the Company is a party, the performance of the Company's obligations hereunder and thereunder and the consummation of the Transactions have been duly authorized by all necessary action on the part of the Company (other than the Additional Approvals).
- (d) This Agreement has been, and each Related Document to which the Company is a party will be, duly executed by the Company and (assuming due authorization, execution and delivery by the 194 Parties), this Agreement and each Related Document to which the Company is a party constitutes (or will constitute, as applicable) a valid and binding obligation of the Company enforceable against it in accordance with its terms subject to the Enforceability Exceptions.

2. Corporate Power and Capitalization

- (a) The Company has all necessary corporate power, authority and capacity to own, operate or lease its property and assets and to carry on its business as presently conducted.
- (b) The authorized capital of the Company consists of an unlimited number of common shares, of which 23,006,591 shares are issued and outstanding.

3. Absence of Conflicts

The Company is not a party to, bound or affected by or subject to any:

- (a) agreement material to its business;
- (b) Articles or by-laws; or
- (c) applicable Laws or authorizations of a governmental authority,

that would conflict with, be violated, breached by, or in respect of contracts acceleration or any right of termination, modification or cancellation would result, or under which default would occur, or with notice or the passage of time would, be created as a result of the execution and delivery of, or the performance of obligations under, this Agreement or any other agreement to be entered into under the terms of this Agreement.

4. No Claims

There is no claim commenced or in progress or, to the knowledge of the Company, pending or threatened against or relating to the Company that would otherwise impair the consummation, or the benefits to the 194 Parties, of the transactions contemplated by this Agreement. To the knowledge of the Company, no event has occurred or circumstances exist that may give rise to, or serve as a basis for, any such Claim.

5. Regulatory Approvals

No approval, order, consent of or filing with any governmental authority is required on the part of the Company, in connection with the execution, delivery and performance of this Agreement or any other documents and agreements to be delivered under this Agreement or the performance of the Company's obligations under this Agreement or any other documents and agreements to be delivered under this Agreement, in each case other than customary filings with, and potential review by, the Exchange and applicable securities regulatory authorities.

6. Valid Issuance

- (a) The Company has taken all necessary action to authorize the issuance of the Shares and the Notes (other than the Additional Approvals).
- (b) Upon the issuance of the Shares in accordance with the terms of this Agreement, the Shares will be duly and validly issued as fully paid non-assessable common shares in the capital of the Company.
- (c) Upon the issuance of the Note in accordance with the terms of the Agreement, the Note will be duly and validly issued as evidence of indebtedness of the Company.

7. Regulatory Matters

No securities commission, the Exchange nor any other similar regulatory authority has issued any order (and to the knowledge of the Company, no circumstances exist which could give rise to the issuance of any order) preventing or suspending trading of, or the delisting of, any securities of the Company, no such proceeding is, to the knowledge of the Company, pending, contemplated or threatened.

8. Exchange Listing

The issued and outstanding Common Shares are listed and posted for trading on the Exchange and the Company is in material compliance with the rules, policies and directives of the Exchange. The Shares will be listed and posted for trading on the Exchange upon the Company complying with the usual conditions imposed by the Exchange with respect thereto.

9. Reporting Issuer

The Company is a “reporting issuer” in the Provinces of Ontario and British Columbia within the meaning of the Applicable Securities Laws in such provinces and is not in default of any material requirement of the Applicable Securities Laws. All of the Company’s public disclosure documents required to be filed by it under Applicable Securities Law are publicly available on SEDAR. The Company has not filed any confidential material change report with any securities regulatory authority that at the date hereof remains confidential.

SCHEDULE 8.4(A)
CONTACT INFORMATION
PROVINCIAL AND TERRITORIAL SECURITIES REGULATORY AUTHORITIES

The contact information of the public official in the local jurisdiction who can answer questions is as follows:

Alberta Securities Commission

Suite 600, 250 – 5th Street SW

Calgary, Alberta T2P 0R4

Telephone: 403-297-6454

Toll free in Canada: 1-877-355-0585

Facsimile: 403-297-2082

Public official contact regarding indirect collection of information: FOIP Coordinator

British Columbia Securities Commission

P.O. Box 10142, Pacific Centre

701 West Georgia Street

Vancouver, British Columbia V7Y 1L2

Inquiries: 604-899-6854

Toll free in Canada: 1-800-373-6393

Facsimile: 604-899-6581

Email: FOI-privacy@bcsc.bc.ca

Public official contact regarding indirect collection of information: FOI Inquiries

The Manitoba Securities Commission

500 – 400 St. Mary Avenue

Winnipeg, Manitoba R3C 4K5

Telephone: 204-945-2561

Toll free in Manitoba: 1-800-655-5244

Facsimile: 204-945-0330

Public official contact regarding indirect collection of information: Director

Financial and Consumer Services Commission (New Brunswick)

85 Charlotte Street, Suite 300

Saint John, New Brunswick E2L 2J2

Telephone: 506-658-3060

Toll free in Canada: 1-866-933-2222

Facsimile: 506-658-3059

Email: info@fcnbc.ca

Public official contact regarding indirect collection of information: Chief Executive Officer and Privacy Officer

Government of Newfoundland and Labrador

Financial Services Regulation Division

P.O. Box 8700

Confederation Building

2nd Floor, West Block

Prince Philip Drive

St. John's, Newfoundland and Labrador A1B 4J6

Attention: Director of Securities

Telephone: 709-729-4189

Facsimile: 709-729-6187

Public official contact regarding indirect collection of information: Superintendent of Securities

Government of the Northwest Territories

Office of the Superintendent of Securities

P.O. Box 1320

Yellowknife, Northwest Territories X1A 2L9

Telephone: 867-767-9305

Facsimile: 867-873-0243

Public official contact regarding indirect collection of information: Superintendent of Securities

Nova Scotia Securities Commission

Suite 400, 5251 Duke Street

Duke Tower

P.O. Box 458

Halifax, Nova Scotia B3J 2P8

Telephone: 902-424-7768

Facsimile: 902-424-4625

Public official contact regarding indirect collection of information: Executive Director

Government of Nunavut

Department of Justice

Legal Registries Division

P.O. Box 1000, Station 570

1st Floor, Brown Building

Iqaluit, Nunavut X0A 0H0

Telephone: 867-975-6590

Facsimile: 867-975-6594

Public official contact regarding indirect collection of information: Superintendent of Securities

Ontario Securities Commission

20 Queen Street West, 22nd Floor

Toronto, Ontario M5H 3S8

Telephone: 416-593-8314

Toll free in Canada: 1-877-785-1555

Facsimile: 416-593-8122

Email: exemptmarketfilings@osc.gov.on.ca

Public official contact regarding indirect collection of information: Inquiries Officer

Prince Edward Island Securities Office

95 Rochford Street, 4th Floor Shaw Building

P.O. Box 2000

Charlottetown, Prince Edward Island C1A 7N8

Telephone: 902-368-4569

Facsimile: 902-368-5283

Public official contact regarding indirect collection of information: Superintendent of Securities

Autorité des marchés financiers

800, rue du Square-Victoria, 22e étage

C.P. 246, tour de la Bourse

Montréal, Québec H4Z 1G3

Telephone: 514-395-0337 or 1-877-525-0337

Facsimile: 514-873-6155 (For filing purposes only)

Facsimile: 514-864-6381 (For privacy requests only)

Email: financementdessocietes@lautorite.qc.ca (For corporate finance issuers);

fonds_dinvestissement@lautorite.qc.ca (For investment fund issuers)

Public official contact regarding indirect collection of information: Corporate Secretary

Financial and Consumer Affairs Authority of Saskatchewan

Suite 601 - 1919 Saskatchewan Drive

Regina, Saskatchewan S4P 4H2

Telephone: 306-787-5842

Facsimile: 306-787-5899

Public official contact regarding indirect collection of information: Director

Office of the Superintendent of Securities

Government of Yukon

Department of Community Services

307 Black Street, 1st Floor

P.O. Box 2703, C-6

Whitehorse, Yukon Y1A 2C6

Telephone: 867-667-5466

Facsimile: 867-393-6251

Email: securities@gov.yk.ca

Public official contact regarding indirect collection of information: Superintendent of Securities