

THIS SHARE EXCHANGE AGREEMENT is made effective the 25th day of March, 2021.

AMONG:

COMPEL CAPITAL INC., a corporation existing under the laws of the Province of Ontario

(the “**Purchaser**”)

- and -

GOSTOP INC., a corporation existing under the laws of the Province of Ontario

(“**GOSTOP**”)

-and-

The common shareholders of GOSTOP Inc. listed in the attached Schedule “A” (collectively the “**Shareholders**”, and individually a “**Shareholder**”)

WHEREAS:

- A. GOSTOP is a corporation existing under the laws of the Province of Ontario;
- B. The Shareholders (collectively the “**Sellers**”, and individually a “**Seller**”) are collectively the legal and beneficial owners of all of the issued and outstanding common shares in the capital of GOSTOP (the “**Purchased Shares**”);
- C. The Sellers want to sell and the Purchaser wants to purchase from the Sellers the Purchased Shares (the “**Transaction**”).

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the respective covenants and agreements herein contained, the parties hereto covenant and agree as follows:

**ARTICLE I
INTERPRETATION**

1.01 Definitions

In this Agreement, unless otherwise defined, capitalized words and terms shall have the following meanings:

- (a) **Agreement**” means this share exchange agreement, including all Schedules, as the same may be supplemented or amended from time to time by written agreement between the parties;
- (b) **“Applicable Laws”** means all applicable rules, policies, notices, orders and legislation of any kind whatsoever of any Governmental Authority having jurisdiction over the transactions contemplated hereby;
- (c) **“Books and Records”** means all technical, business and financial records, financial books and records of account, books, data, reports, files, lists, drawings, plans, logs, briefs, customer and supplier lists, deeds, certificates, contracts, surveys, title opinions or any other documentation and information in any form whatsoever (including written, printed, electronic or computer printout form) relating to a corporation and its business;
- (d) **“Business Day”** means a day which is not a Saturday, Sunday or a statutory holiday in the State of Delaware or the Province of Ontario;
- (e) **“Claim”** means any claim, demand, action, cause of action, suit, arbitration, investigation, proceeding, complaint, grievance, charge, prosecution, assessment or reassessment, including any appeal or application for review.
- (f) **“Closing”** means the completion of the Transaction in accordance with the terms and conditions of this Agreement;
- (g) **“Closing Date”** means March 26, 2021;
- (h) **“Common Shares”** means common shares in the capital of the Purchaser;
- (i) **“Contracts”** (individually, a **“Contract”**) means all written or oral outstanding contracts and agreements, leases (including the real property leases), third-party licenses, insurance policies, deeds, indentures, instruments, entitlements, commitments, undertakings and orders made by or to which a party is bound or under which a party has, or will have, any rights or obligations and includes rights to use, franchises, license and sub-licenses agreements and agreements for the purchase and sale of assets or shares;
- (j) **“Corporate Records”** means the corporate records of a corporation, including (i) its articles, notice of articles or other constating documents, any unanimous shareholders agreement and any amendments thereto; (ii) all minutes of meetings and resolutions of shareholders, directors and any committee thereof; (iii) the share certificate books, register of shareholders, register of transfers and registers of directors and officers; and (iv) all accounting records;
- (k) **“CSE”** means the Canadian Securities Exchange;
- (l) **“GOSTOP Material Contracts”** has the meaning set forth in Section 5.03(m);
- (m) **“GOSTOP Shares”** means common shares in the capital of GOSTOP;
- (n) **“Governmental Authority”** means any (a) multinational, federal, provincial, territorial, state, regional, municipal, local or other government, governmental or public department, court, tribunal, commission, board or agency, domestic or

foreign, or (b) regulatory authority, including any securities commission, or stock exchange, including the CSE;

- (o) “**IP**” means any and all intellectual property or proprietary rights arising at law or in equity, including, without limitation, (i) patents, all patent rights and all patent rights and all applications therefor and all reissues, re-examinations, continuations, continuations-in-part, divisions, and patent term extensions thereof, (ii) inventions (whether patentable or not), discoveries, improvements, concepts, innovations and industrial models, (iii) registered and unregistered copyrights, copyright registrations and applications, mask works and mask work registrations and applications therefor, author’s rights and works of authorship, (iv) URLs, web sites, web pages and any part thereof, (v) technical information, know-how, trade secrets, drawings, designs, design protocols, specifications, proprietary data, customer lists, databases, proprietary and manufacturing processes, technology, formulae, and algorithms, (vi) trade names, trade dress, trademarks, domain names, service marks, logos, business names, and registrations and applications therefor, (vii) industrial designs or design patents, whether or not patentable or registrable, patented or registered or the subject of applications for registration or patent or registration and all rights of priority, applications, continuations, continuations-in-part, divisions, re-examinations, reissues and other derivative applications and patents therefor, (viii) licenses, contacts and agreements otherwise relating to the IP, and (ix) the goodwill symbolized or represented by the foregoing;
- (p) “**laws**” means all statutes, codes, ordinances, decrees, rules, regulations, municipal by-laws, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings or awards, or any provisions of the foregoing, including general principles of common and civil law and equity, binding on or affecting the person referred to in the context in which such word is used; and “**law**” means any one of them;
- (q) “**Lien**” means any mortgage, encumbrance, charge, pledge, hypothecation, security interest, assignment, lien (statutory or otherwise), charge, title retention agreement or arrangement, restrictive covenant or other encumbrance of any nature or any other arrangement or condition, which, in substance, secures payment, or performance of an obligation;
- (r) “**Material Adverse Effect**” means (i) any change, effect, fact, circumstance or event which, individually or when taken together with any other changes, effects, facts, circumstances or events, could reasonably be expected to be materially adverse to the assets, liabilities, condition (financial or otherwise), business, properties or results of operation of the Purchaser or GOSTOP, as applicable, or (ii) a material impairment of or delay in the ability of the parties (or any one of them) to perform their obligations hereunder or consummate the Transaction;
- (s) “**Material Contract**” means any Contract to which a person is a party and which is material to such person, including any Contract: (i) the termination of which would have a Material Adverse Effect on such person; (ii) any contract which would result in payments to or from such person or its subsidiaries (if any) in excess of \$10,000, whether payable in one payment or in successive payments; (iii) any agreement or commitment relating to the borrowing of money or to capital expenditures; and (iv) any agreement or commitment not entered into in the ordinary course of business;

- (t) “**material fact**” shall have the meaning ascribed to it in the *Securities Act* (Ontario);
- (u) “**Payment Shares**” has the meaning set forth in Section 2.02;
- (v) “**Payment Warrants**” has the meaning set forth in Section 2.02;
- (w) “**Payment Units**” has the meaning set forth in Section 2.02;
- (x) “**person**” includes a natural person, sole proprietorship, partnership, limited partnership, unincorporated association or organization, unincorporated syndicate, body corporate, trust, trustee, executor, administrator, legal representative of the Crown or any agency or instrumentality thereof;
- (y) “**Purchased Shares**” has the meaning set forth in the recitals of this Agreement;
- (z) “**Securities Laws**” means the securities legislation having application, the regulations and rules thereunder and all administrative policy statements, instruments, blanket orders, notices, directions and rulings issued or adopted by the applicable securities regulatory authority, all as amended;
- (aa) “**Shareholders**” and “**Shareholder**” have the respective meanings set forth in the first page of this Agreement;
- (bb) “**Sole Director of GOSTOP**” means Andrew Ryu;
- (cc) “**Tax**” means any tax, impost, levy, withholding, duty, fee, premium, assessment and other charge of any kind, however denominated and any instalment or advance payment in respect thereof, including any interest, penalties, fines or other additions that have been, are or will become payable in respect thereof, imposed by any Governmental Authority, including for greater certainty any income, gain or profit tax (including federal, state, provincial and territorial income tax), payroll and employee withholding tax, employment or payroll tax, unemployment insurance, disability tax, social insurance tax, social security contribution, sales and use tax, consumption tax, customs tax, ad valorem tax, excise tax, goods and services tax, harmonized sales tax, franchise tax, gross receipts tax, capital tax, business license tax, alternative minimum tax, estimated tax, abandoned or unclaimed (escheat) tax, occupation tax, real and personal property tax, stamp tax, environmental tax, transfer tax, severance tax, workers’ compensation, Canada and other government pension plan premium or contribution and other governmental charge, and other obligations of the same or of a similar nature to any of the foregoing, together with any interest, penalties or other additions to tax that may become payable in respect of such tax, and any interest in respect of such interest, penalties and additions whether disputed or not, and “**Taxes**” has a corresponding meaning;
- (dd) “**Tax Act**” means the *Income Tax Act* (Canada);
- (ee) “**Tax Return**” means all returns, declarations, designations, forms, schedules, reports, elections, notices, filings, statements (including withholding tax returns and reports and information returns and reports) and other documents of every nature whatsoever filed or required to be filed with any Governmental Authority with respect to any Tax together with all amendments and supplements thereto;

- (ff) “**Termination Date**” means April 30, 2021 or such later date as may be agreed in writing between the Purchaser and the Sellers;
- (gg) “**Time of Closing**” means 10:00 a.m. (Toronto time) on the Closing Date, or such other time as the parties may mutually determine; and
- (hh) “**Transaction**” has the meaning set forth in the recitals of this Agreement.

1.02 Currency

All sums of money which are referred to in this Agreement are expressed in lawful money of Canada unless otherwise specified.

1.03 Interpretation Not Affected by Headings, etc.

The division of this Agreement into articles, sections and other portions and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. Unless otherwise indicated, any reference in this Agreement to an Article, Section or a Schedule refers to the specified Article or Section of, or Schedule to this Agreement.

1.04 Number, etc.

Unless the subject matter or context requires the contrary, words importing the singular number only shall include the plural and vice versa; words importing the use of any gender shall include all genders and words importing persons shall include natural persons, firms, trusts, partnerships and corporations.

1.05 Date for Any Action

In the event that any date on which any action is required or permitted to be taken hereunder by any person is not a Business Day, such action shall be required to be taken on the next succeeding day which is a Business Day.

1.06 Statutory References

Any reference in this Agreement to a statute includes all regulations and rules made thereunder, all amendments to such statute in force from time to time and any statute, regulation or rule that supplements or supersedes such statute, regulation or rule.

1.07 Accounting Principles

Wherever in this Agreement reference is made to generally accepted accounting principles, such reference shall be deemed to be the International Financial Reporting Standards or the Canadian generally accepted accounting principles, as applicable, approved by the International Accounting Standards Board or the Canadian Institute of Chartered Accountants, as the case may be, or any successor thereto, applicable as at the date on which a calculation is made or required to be made in accordance with generally accepted accounting principles.

1.08 Knowledge

Any reference herein to “the knowledge of the Seller”, “to the knowledge of the GOSTOP” (or similar expressions) will be deemed to mean the actual knowledge of the applicable Seller or Sole Director of GOSTOP, as the case may be.

1.09 Schedules

The schedules to this Agreement, listed below, are an integral part of this Agreement, and must be completed and attached before the Closing Date for this Agreement to be fully-integrated and thereafter enforceable by or against either party:

<u>Schedule</u>	<u>Description</u>
Schedule A	Sellers of GOSTOP
Schedule 5.03(l)	GOSTOP Material Contracts
Schedule 5.03(cc)	GOSTOP IP
Schedule 5.03(dd)	GOSTOP IP registrations and applications

ARTICLE II PURCHASE AND SALE OF PURCHASED SHARES

2.01 Purchase and Sale

Subject to the terms and conditions of this Agreement, each of the Sellers covenants and agrees, on its own behalf, to sell, assign and transfer to the Purchaser and the Purchaser covenants and agrees to purchase from the Sellers, the Purchased Shares, which are beneficially owned by such Seller at the Time of Closing. As of the date of this Agreement, the number of Purchased Shares which are beneficially owned by each Seller is the number set forth opposite the name of such Seller as set out in Schedule “A” attached hereto.

2.02 Purchase Price

In consideration for the acquisition of the Purchased Shares, the Purchaser shall issue from treasury to the Sellers, or as the Sellers may direct, pro rata in proportion to their holdings of Purchased Shares at the Time of Closing, an aggregate of 40,000,000 units of the Purchaser (the “**Payment Units**”). The Payment Units are being issued at a deemed value of \$0.10 per Payment Unit, representing an aggregate deemed purchase price of \$4,000,000. Each Payment Unit consists of one Common Shares (“**Payment Share**”) and one-half of one Common Share purchase warrant (each whole Common Share purchase warrant, a “**Payment Warrant**”). Each Payment Warrant is exercisable to purchase one Common Share (a “**Payment Warrant Share**”) at a price of \$0.15 for a period of 18 months from the date of Closing. To the extent a Seller is to receive a fractional Payment Unit, that entitlement shall be rounded down to the nearest whole number and no consideration shall be payable therefor.

2.03 Tax Election

The Purchaser agrees that, at the request and expense of any Seller who is resident in Canada for the purposes of the Tax Act, the Purchaser shall jointly elect with the Seller for the provisions of subsection 85(1) or subsection 85(2) of the Tax Act and any equivalent provision under provincial legislation (each a “**Tax Election Provision**”) to apply to the Payment Shares acquired by a Seller as part of the Units. It is acknowledged that the Payment Shares and Payment Warrants are separate properties and Sellers will be required to allocate the purchase price of a Payment Unit between the Payment Share and the Payment Warrant on a reasonable basis in order to determine their respective costs for purposes of the Tax Act. In order to make any such election, the Seller shall prepare any prescribed election form (each a “**Tax Election Form**”) and deliver any such Tax Election Form to the Purchaser within 90 days of the Closing Date. Upon receipt, the Purchaser shall sign the Tax Election Form and deliver a copy of the Tax Election Form to the Seller by mail using the address that the Seller provided to the Purchaser in the Tax Election Form within 30 days of receipt thereof. It shall be the sole responsibility of the Seller making the request to file the Tax Election Form with the Canada Revenue Agency or relevant provincial Governmental Authority. The Purchaser shall not be liable for any damages arising to a Seller for a late filing of a Tax Election Form or any errors or omissions on a Tax Election Form.

Notwithstanding anything contained in this Agreement, the Purchaser does not assume and shall not be liable for any Taxes under the Tax Act or under provincial legislation or any other amount whatsoever which may be or become payable by Sellers including, without limiting the generality of the foregoing, any Tax resulting from or arising as a consequence of the sale by Sellers to the Purchaser of the Purchased Shares herein contemplated, or the availability (or lack thereof) of any Tax Election Provision, or the content or impact of any election made under any Tax Election Provision.

2.04 Restrictions on Resale

Each of the Sellers acknowledges and agrees as follows:

- (a) the transfer of the Purchased Shares and the issuance of the Payment Units, in exchange therefor, will be made pursuant to appropriate securities law exemptions, including (but not limited to) the take-over bid prospectus exemption found in Section 2.16 of National Instrument 45-106 *Prospectus Exemptions* (the “**Exemptions**”) from any applicable take-over bid and registration and prospectus (or equivalent) requirements of the Securities Laws;
- (b) as a consequence of acquiring the Payment Units pursuant to the Exemptions:
 - (i) the Seller will be restricted from using certain of the civil remedies available under the Securities Laws;
 - (ii) the Seller may not receive information that might otherwise be required to be provided to the Seller, and the Purchaser is relieved from certain obligations that would otherwise apply under Securities Laws if the Exemptions were not being relied upon by the Purchaser;
 - (iii) no securities commission, stock exchange or similar regulatory authority has reviewed or passed on the merits of an investment in the Payment Units;
 - (iv) there is no government or other insurance covering the Payment Units; and

- (v) an investment in the Payment Units is speculative and of high risk;
- (c) although no hold periods are currently expected to be applicable, it is the responsibility of the Seller to find out any restrictions that may apply and to comply with such restrictions before selling any securities comprising the Payment Units; and
- (d) the Seller is knowledgeable of, or has been independently advised as to, the Applicable Laws of that jurisdiction which apply to the sale of the Purchased Shares and the issuance of the Payment Units and which may impose restrictions on the resale of securities comprising the Payment Units in that jurisdiction and it is the responsibility of the Seller to find out what those resale restrictions are, and to comply with them before selling any securities comprising the Payment Units.

ARTICLE III CONDITIONS OF CLOSING

3.01 Mutual Conditions of Closing

The obligations to complete the Transaction are subject to the fulfillment of the following conditions on or before the Time of Closing:

- (a) there shall be no action taken under any applicable law by any court or Governmental Authority that makes it illegal or restrains, enjoins or prohibits the Transaction, results in a judgment or assessment of damages relating to the Transaction that is materially adverse to the Purchaser or GOSTOP or that could reasonably be expected to impose any condition or restriction upon the Purchaser or GOSTOP which, after giving effect to the Transaction, would so materially and adversely impact the economic or business benefits of the Transaction as to render inadvisable the consummation of the Transaction;
- (b) there shall be no legislation (whether by statute, regulation, order-in-council, notice of ways and means motion, by-law or otherwise) enacted, introduced or tabled which, in the opinion of the Purchaser, acting reasonably, materially adversely affects or is reasonably likely to materially adversely affect the Transaction;
- (c) receipt of all required regulatory, corporate and third party approvals including CSE approval, if applicable, and compliance with all applicable regulatory requirements and conditions necessary to complete the Transaction;
- (d) neither party shall be subject to unresolved litigation or court proceedings;
- (e) there shall be no prohibition at law against the completion of the Transaction; and
- (f) the Closing Date shall be on or before the Termination Date.

The foregoing conditions precedent are for the benefit of all parties and may be waived, in whole or in part, by consent of the parties at any time without prejudice to any party's right to rely on any other condition precedent in favour of any party.

3.02 Conditions of Closing in Favour of the Purchaser

The obligations of the Purchaser to complete the Transaction are subject to the fulfillment of the following conditions on or before the Time of Closing:

- (a) the Purchaser shall be satisfied with the results of its due diligence investigations relating to GOSTOP and the Transaction, such that no amendment to this Agreement is required by the Purchaser in its sole discretion;
- (b) the Sellers shall have tendered all Closing deliveries set forth in Section 4.03;
- (c) the representations and warranties of the Sellers set forth in this Agreement shall have been true and correct in all material respects as of the date hereof and shall be true and correct in all material respects as of the Time of Closing and delivery by each Seller of the documents described in Section 4.03, as required by each Seller, shall constitute a reaffirmation and confirmation by such Sellers of such representations and warranties;
- (d) all of the terms, covenants and conditions of this Agreement to be complied with or performed by the Sellers at or before the Time of Closing will have been complied with or performed and delivery of the documents described in Section 4.03 shall constitute confirmation of such compliance and performance;
- (e) all filings, consents, assignments, waivers, permits, orders and approvals of all Governmental Authorities (including the CSE) and third parties, including, as applicable, the parties to GOSTOP Material Contracts, will have been made, given or obtained, to permit the completion of the Transaction;
- (f) there shall be no inquiry or investigation (whether formal or informal) in relation to GOSTOP or its respective directors or officers commenced or threatened by any securities commission (including the approval of the CSE in respect of the issuance and listing of the Payment Shares) or regulatory body having jurisdiction such that the outcome of such inquiry or investigation could have a Material Adverse Effect on GOSTOP, its business, assets or financial condition; and
- (g) there shall not have been, after the date of this Agreement, any Material Adverse Effect with respect to GOSTOP.

The foregoing conditions precedent are for the sole benefit of the Purchaser and may be waived by the Purchaser, in whole or in part, without prejudice to the Purchaser's right to rely on any other condition precedent in favour of the Purchaser.

3.03 Conditions of Closing in Favour of the Sellers

The obligations of the Sellers to complete the Transaction are subject to the fulfillment of the following conditions on or before the Time of Closing:

- (a) the Purchaser shall have tendered all Closing deliveries set forth in Section 4.02 including delivery of the Payment Units;
- (b) all consents, waivers, permits, orders and approvals of all Governmental Authorities (including the CSE) and third parties, will have been made, given or obtained, to permit the completion of the Transaction;
- (c) the representations and warranties of the Purchaser set forth in this Agreement shall have been true and correct as of the date hereof and shall be true and correct at the Time of Closing in all respects (in the case of any representation or warranty containing any materiality or Material Adverse Effect qualifier) or in all material respects (in the case of

any representation or warranty without any materiality or Material Adverse Effect qualifier), except as affected by the transactions contemplated by this Agreement;

- (d) all of the terms, covenants and conditions of this Agreement to be complied with or performed by the Purchaser at or before the Time of Closing will have been complied with or performed;
- (e) after the date of this Agreement, there shall not have been any Material Adverse Effect with respect to the Purchaser;
- (f) the Payment Units will have been approved for issuance by the directors of the Purchaser; and
- (g) there shall be no inquiry or investigation (whether formal or informal) in relation to the Purchaser or its respective directors or officers commenced or threatened by any securities commission (including the CSE) or regulatory body having jurisdiction such that the outcome of such inquiry or investigation could have a Material Adverse Effect on the Purchaser, its business, assets or financial condition.

The foregoing conditions precedent are for the benefit of the Sellers and may be waived by the Sellers, in whole or in part, without prejudice to the Sellers' right to rely on any other condition precedent in favour of the Sellers.

3.04 Notice and Cure Provisions

Each party will give prompt notice to the other parties hereto of the occurrence, or failure to occur, at any time from the date hereof until the Closing Date, of any event or state of facts which occurrence or failure would or would be likely to:

- (a) cause any representation or warranty of such party contained herein to be untrue or inaccurate on the date hereof or at the Closing Date; or
- (b) result in the failure by such party to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by such party hereunder prior to the Closing Date.

Subject to Article VII, no party may elect not to complete the Transaction as contemplated herein as a result of the non-fulfillment of the conditions precedent contained in Sections 3.01, 3.02, or 3.03, as applicable, unless the party intending to rely thereon has delivered a written notice to the other parties hereto prior to the Time of Closing specifying, in reasonable detail, all breaches of representations and warranties or covenants or other matters which the party delivering such notice is asserting as the basis for the non-fulfillment of the applicable condition precedent.

ARTICLE IV CLOSING AND POST CLOSING ARRANGEMENTS

4.01 Time and Place of Closing

Closing of the Transaction shall take place at the Time of Closing at the offices of the Purchaser at by such electronic means as the parties may agree.

4.02 Closing Deliveries of the Purchaser

At the Time of Closing, the Purchaser will deliver or cause to be delivered:

- (a) share certificates evidencing the Payment Shares; and
- (b) warrant certificates evidencing the Payment Warrants.

4.03 Closing Deliveries of the Sellers

At the Time of Closing, each of the Sellers will cause to be delivered with respect to each Seller (and in the case of (c), (d) and (e), GOSTOP shall cause to be delivered):

- (a) share certificates evidencing the Purchased Shares owned by such Seller, duly endorsed in blank for transfer or accompanied by duly executed stock transfer powers, to the extent that any share certificates have been issued for the Purchased Shares;
- (b) technology transfer agreement between GOSTOP and the transferor of all GOSTOP IP to GOSTOP in such form as is satisfactory to the Purchaser;
- (c) certified copy of authorizing resolution of the board of directors of GOSTOP authorizing the sale by the Sellers and transfer to the Purchaser of the Purchased Shares and authorizing the execution and delivery of any agreements or documents necessary to complete the sale of the Purchased Shares;
- (d) non-disclosure and developments agreement executed by each Seller in connection with GOSTOP IP in such form as is satisfactory to the Purchaser; and
- (e) resignation and release of the Sole Director of GOSTOP as a director and officer of GOSTOP.

**ARTICLE V
REPRESENTATIONS AND WARRANTIES**

5.01 Representations and Warranties of the Purchaser

The Purchaser represents and warrants to the Sellers as follows, and acknowledges that the Sellers are relying upon such representations and warranties in connection with the transactions contemplated herein:

- (a) the Purchaser is a corporation duly incorporated and validly existing under the laws of the Province of Ontario;
- (b) the Purchaser is a “reporting issuer” in the Province of Ontario and is not in material default of the Securities Laws of such jurisdiction;
- (c) the Purchaser has all necessary corporate power, authority and capacity to enter into and to perform its obligations under this Agreement;

- (d) this Agreement has been duly authorized, executed and delivered by the Purchaser and constitutes a valid and binding obligation of the Purchaser, enforceable against the Purchaser in accordance with its terms;
- (e) none of the execution and delivery of this Agreement by the Purchaser, the performance of the Purchaser's obligations under this Agreement, or the completion by the Purchaser of the transactions contemplated by this Agreement, will result in or constitute a breach of any term or provision of, or constitute a default under, the articles or by-laws of the Purchaser or any agreement or other commitment to which the Purchaser is a party; and
- (f) the representations and warranties contained in this Section 5.01 will be true on and as of the Closing Date with the same effect as if made on and as of the Closing Date.

5.02 Representations and Warranties of the Sellers

Each Seller, on its own behalf and not on behalf of any other Seller, hereby severally (and, for greater certainty, not jointly with any other Seller) represents and warrants to the Purchaser as follows and acknowledges that the Purchaser is relying on such representations and warranties in connection with the transactions contemplated herein:

- (a) this Agreement has been, and each additional agreement or instrument required to be delivered by the Seller pursuant to this Agreement will be prior to the Time of Closing, duly authorized, executed and delivered by the Seller and each is, or will be at the Time of Closing, a legal, valid and binding obligation of the Seller, enforceable against the Seller in accordance with its terms;
- (b) if the Seller is not an individual, the Seller is validly existing under the laws of its jurisdiction of organization and has the corporate or other power to enter into this Agreement and any other agreement to which it is, or is to become, a party to pursuant to the terms hereof and to perform its obligations hereunder and thereunder;
- (c) if the Seller is an individual, the Seller is of the full age of majority and has the legal capacity and competence to enter into and perform its obligations under this Agreement and any other agreement to which it is, or is to become, a party to pursuant to the terms hereof and to perform its obligations hereunder and thereunder;
- (d) the execution and delivery of this Agreement does not, and the consummation of the Transaction will not, (i) if the Seller is not an individual, result in a breach or violation of the articles or by-laws of the Seller (or other constating documents of the Seller) or of any resolutions of the directors or shareholders of the Seller, or (ii) violate any provision of any applicable law or regulation or any judicial or administrative order, award, judgment or decree applicable to the Seller;
- (e) the Seller is the legal and beneficial owner of that number of GOSTOP Shares, as the case may be, set forth opposite the Seller's name in **Schedule "A"** (such GOSTOP Shares comprising part of the Purchased Shares), free and clear of all Liens, charges, mortgages, security interests, pledges, demands, Claims and other encumbrances of any nature whatsoever, and no share certificate has been issued for such GOSTOP Shares owned by the Seller;
- (f) except for the Purchaser's rights hereunder, no person has any agreement or option or any right or privilege capable of becoming an agreement for the purchase of the Purchased

Shares held or beneficially owned by the Seller and none of such GOSTOP Shares are subject to any voting trust, shareholders agreement, voting agreement or other agreement with respect to the disposition or enjoyment of any rights of such GOSTOP Shares;

- (g) no consent, approval, order or authorization of, or registration or declaration with, any applicable Governmental Authority with jurisdiction over the Seller is required to be obtained by the Seller in connection with the execution and delivery of this Agreement or the consummation by the Seller of the Transaction, except for those consents, orders, authorizations, declarations, registrations or approvals which are contemplated by this Agreement or those consents, orders, authorizations, declarations, registrations or approvals that, if not obtained, would not prevent or materially delay the consummation of the Transaction or otherwise prevent the Seller from performing its obligations under this Agreement;
- (h) each Seller is not a “non-resident” of Canada within the meaning of the Tax Act;
- (i) the Seller has not authorized any person to act as broker or finder or in any other similar capacity in connection with the transactions contemplated by this Agreement, that in any manner may or will impose liability on GOSTOP or the Purchaser; and
- (j) to the knowledge of the Seller, no representation or warranty of the Seller contained in this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein not misleading.

5.03 Representations and Warranties of GOSTOP and the Sole Director of GOSTOP

GOSTOP and the Sole Director of GOSTOP each represents and warrants to the Purchaser as follows and acknowledges that the Purchaser is relying on such representations and warranties in connection with the transactions contemplated herein:

- (a) GOSTOP is a corporation duly incorporated and validly existing under the laws of the Province of Ontario;
- (b) GOSTOP has all necessary corporate power, authority and capacity to enter into and to perform its obligations under this Agreement;
- (c) this Agreement has been duly authorized, executed and delivered by GOSTOP and constitutes a valid and binding obligation of GOSTOP, enforceable against GOSTOP in accordance with its terms;
- (d) none of the execution and delivery of this Agreement by GOSTOP, the performance of GOSTOP’s obligations under this Agreement, or the completion by GOSTOP of the transactions contemplated by this Agreement, will result in or constitute a breach of any term or provision of, or constitute a default under, the articles or by-laws of GOSTOP or any agreement or other commitment to which GOSTOP is a party;
- (e) the authorized capital of GOSTOP consists of an unlimited number of GOSTOP Shares, of which, as of the date of this Agreement, 4,000,000 GOSTOP Shares are issued and outstanding as fully paid and non-assessable shares;
- (f) **Schedule “A”** is a complete and accurate list of all Sellers and the number of GOSTOP Shares by each Seller;

- (g) no share certificates evidencing GOSTOP Shares have been issued by GOSTOP, and the holdings of the Sellers are evidenced only in the shareholder register of GOSTOP;
- (h) no common share purchase warrants or stock options of GOSTOP have been granted, and there are no other securities convertible, exercisable or exchangeable into GOSTOP Shares issued or outstanding;
- (i) GOSTOP does not own, and has not at any time owned, and does not have any agreements of any nature to acquire, directly or indirectly, any shares in the capital of, or other equity or proprietary interests in, any person, and GOSTOP does not have any agreements to acquire or lease any material assets or properties or any other business operations;
- (j) no person (other than the Purchaser pursuant to this Agreement) has any agreement, option, right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement, including convertible securities, options, warrants or convertible obligations of any nature, for the purchase, subscription, allotment or issuance of any unissued shares or other securities of GOSTOP;
- (k) GOSTOP is not a party to, or bound by, any agreement of guarantee, indemnification, assumption or endorsement or any like commitment of the obligations, liabilities (contingent or otherwise) or indebtedness of any other person;
- (l) GOSTOP has conducted and is conducting its business in compliance in all material respects with all applicable laws, regulations, by-laws, ordinances, regulations, rules, judgments, decrees and orders of each jurisdiction in which its business is carried on;
- (m) the agreements set forth in **Schedule 5.03(l)** (the “**GOSTOP Material Contracts**”) and after the execution and delivery hereof, all ancillary agreements contemplated herein, constitute all the Material Contracts of GOSTOP. Each of the GOSTOP Material Contracts is in full force and effect, unamended, and there exists no default, warranty claim or other obligation or liability or event, occurrence, condition or act (including the purchase and sale of the Purchased Shares hereunder and the other transactions contemplated hereunder, including, without limitation, the issuance of the Payment Units) which, with the giving of notice, the lapse of time or the happening of any other event or condition, would become a default, or give rise to a warranty claim or other obligation or liability thereunder. GOSTOP has not violated or breached, in any material respect, any of the terms or conditions of any GOSTOP Material Contract and all the covenants to be performed by any other party thereto have been fully and properly performed;
- (n) there are no waivers, consents, notices or approvals required to be given or obtained by GOSTOP in connection with the Transaction and the other transactions contemplated by this Agreement under any Contract to which GOSTOP is a party;
- (o) no consent, approval, order or authorization of, or registration or declaration with, any applicable Governmental Authority with jurisdiction over GOSTOP is required to be obtained by GOSTOP in connection with the execution and delivery of this Agreement, except for those consents, orders, authorizations, declarations, registrations or approvals which are contemplated by this Agreement or those consents, orders, authorizations, declarations, registrations or approvals that, if not obtained, would not prevent or materially delay the consummation of the Transaction or otherwise prevent or materially delay GOSTOP from performing its obligations under this Agreement and could not reasonably be expected to have a Material Adverse Effect on GOSTOP;

- (p) there is no suit, action or proceeding or, to the knowledge of the Sole Director of GOSTOP, pending or threatened against GOSTOP that, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect on GOSTOP, and there is no judgment, decree, injunction, rule or order of any Governmental Authority outstanding against GOSTOP causing, or which could reasonably be expected to cause, a Material Adverse Effect on GOSTOP;
- (q) no bankruptcy, insolvency or receivership proceedings have been instituted by GOSTOP or, to the knowledge of the GOSTOP, are pending against GOSTOP;
- (r) GOSTOP has good and marketable title to its properties and assets (other than property or an asset to which GOSTOP is a lessee, in which case it has a valid leasehold interest), except for such defects in title that individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect on GOSTOP;
- (s) no person has any written or oral agreement, option, understanding or commitment, or any right or privilege capable of becoming an agreement, option, understanding or commitment for the purchase from GOSTOP of any of its assets or property;
- (t) GOSTOP has all permits, licences, certificates of authority, orders and approvals of, and has made all filings, applications and registrations with, applicable Governmental Authorities and other persons that are required in order to permit it to carry on its business as presently conducted, except for such permits, licences, certificates, orders, filings, applications and registrations, the failure to have or make, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect on GOSTOP, and all such permits, licenses, certificates of authority, orders and approvals are in good standing and fully complied with in all material respects;
- (u) GOSTOP has filed in the prescribed manner and within the prescribed times all Tax Returns required to be filed by GOSTOP in all applicable jurisdictions as of the date hereof and all Tax Returns that have been filed by, or with respect to GOSTOP are true, complete and correct, report all income and all other amounts and information required to be reported thereon and disclose any Tax required to be paid for the periods covered thereby. GOSTOP has duly and timely paid any Tax due and payable by it, including all instalments on account of Tax that are due and payable before the date hereof, whether or not assessed by the appropriate Governmental Authority, and has duly and timely paid all assessments and reassessments it has received in respect of any Tax;
- (v) there are no audits, reassessments or other proceedings in progress or, to the knowledge of the GOSTOP, threatened against GOSTOP, in respect of any Tax and, in particular, there are no currently outstanding reassessments or written enquiries which have been issued or raised by any Governmental Authority relating to any Tax, and GOSTOP is not aware of any contingent liability of GOSTOP for Tax or any grounds that could prompt an assessment or reassessment for any Tax, and GOSTOP has not received any indication from any Governmental Authority that any assessment or reassessment is proposed;
- (w) GOSTOP has deducted, withheld or collected and remitted in a timely manner to the relevant Governmental Authority each Tax or other amount required to be deducted, withheld or collected and remitted by GOSTOP;
- (x) GOSTOP has not been notified by any Governmental Authority of any investigation with respect to it that is pending or threatened, nor has any Governmental Authority notified

GOSTOP of such Governmental Authority's intention to commence or to conduct any investigation that could be reasonably likely to have a Material Adverse Effect on GOSTOP;

- (y) GOSTOP has no employees and GOSTOP is not a party to any employment, management or consulting agreement of any kind whatsoever;
- (z) no current or former employee, officer or director of GOSTOP is entitled to a severance, termination or other similar payment as a result of the Transaction;
- (aa) the Corporate Records of GOSTOP are complete and accurate in all material respects, and all corporate proceedings and actions reflected therein have been conducted or taken in compliance with all applicable laws and with the constating documents of GOSTOP, and without limiting the generality of the foregoing: (i) the minute books of GOSTOP contain complete and accurate minutes of all meetings of the directors and shareholders of GOSTOP; (ii) such minute books contain all written resolutions passed by the directors and shareholders of GOSTOP; (iii) the securities register of GOSTOP are complete and accurate, and all transfers of shares of GOSTOP have been duly completed and approved; and (iv) the registers of directors and officers are complete and accurate and all former and present directors and officers of GOSTOP were duly elected or appointed as the case may be;
- (bb) all Books and Records of GOSTOP have been fully, properly and accurately kept and, where required, completed in accordance with generally accepted accounting principles, and there are no material inaccuracies or discrepancies of any kind contained or reflected therein;
- (cc) all information provided to the Purchaser in relation to the Purchaser's due diligence of GOSTOP and its business is true and correct in all material respects and does not contain any material omissions as at the respective date as stated therein and has not been amended except as provided to the Purchaser;
- (dd) attached as **Schedule 5.03(cc)** is a list of all IP owned by or licensed to GOSTOP or used by GOSTOP in carrying on its business;
- (ee) **Schedule 5.03(dd)** includes complete and accurate particulars of all registrations and applications for registration of the IP owned by GOSTOP. All of GOSTOP' owned IP which has been registered or applied for has been properly maintained and renewed by GOSTOP in accordance with all applicable laws;
- (ff) owns all right, title and interest in and to the IP owned by GOSTOP, free and clear of all Liens and GOSTOP has the right to use all the IP in carrying on its business. GOSTOP has taken all reasonable steps to protect its rights in and to its owned IP, in each case in accordance with industry practice;
- (gg) GOSTOP is not a party to or bound by any Contract or other obligation that limits or impairs its ability to use, sell, transfer, assign or convey, or that otherwise affects: (i) any of the IP owned by it or (ii) any of the IP licensed to or used by it, the loss of which would have a Material Adverse Effect. GOSTOP has not granted to any person any right, license or permission to use all or any portion of, or otherwise encumbered any of its rights in, or to, any of the IP owned by, licensed to or used by GOSTOP. GOSTOP is not obligated to

pay any royalties, fees or other compensation to any person in respect of its ownership, use or license of any IP;

- (hh) the operation of GOSTOP' business does not infringe upon the IP rights of any person. No Claims have been asserted or are threatened by any person alleging that the conduct of the business, including the use of the IP owned by, licensed to or used by GOSTOP, infringes upon any of their IP rights. To the knowledge of the GOSTOP, there are no valid grounds for any such bona fide claims by any such persons alleging a conflict with or infringement of their IP rights. To the knowledge of GOSTOP, there is no state of facts that casts doubt on the validity or enforceability of any of the IP owned by, licensed to or used by GOSTOP;
- (ii) the Transaction contemplated by this Agreement and the continued operation of the GOSTOP' business will not violate or breach the terms of any IP license, or entitle any other party to any such IP license to terminate or modify it, or otherwise adversely affect GOSTOP' rights under it;
- (jj) to the knowledge of the Sole Director of GOSTOP, no person is currently infringing any of the IP owned by, licensed to or used by GOSTOP;
- (kk) all current and former employees and consultants of GOSTOP whose duties or responsibilities relate to GOSTOP' business have entered into confidentiality, intellectual property assignment and proprietary information agreements with and in favour of GOSTOP in the form provided to the Purchaser. Each such person has waived its non-assignable rights (including moral rights) to any IP created by it on behalf of GOSTOP; and
- (ll) the representations and warranties contained in this Section 5.03 will be true on and as of the Closing Date with the same effect as if made on and as of the Closing Date.

5.04 Survival of Representations and Warranties

The representations and warranties made by the parties and contained in this Agreement or any document or certificate given pursuant hereto shall survive the Closing of the Transaction until the date that is 24 months from the date of Closing. No Claim for breach of any representation, warranty or covenant shall be valid unless that party against whom such Claim is made has been given notice thereof before the expiry of such 24-month period.

ARTICLE VI COVENANTS

6.01 Mutual Covenants

Each of the parties hereby covenants and agrees as follows:

- (a) to use commercially reasonable efforts to satisfy (or cause the satisfaction of) the conditions precedent to its obligations hereunder which are reasonably under its control and to take, or cause to be taken, all other actions and to do, or cause to be done, all other things necessary, proper or advisable under applicable laws and regulations to complete the Transaction in accordance with the terms of this Agreement;

- (b) to use commercially reasonable efforts to obtain, before the Time of Closing, all authorizations, waivers, exemptions, consents, orders and other approvals from domestic or foreign courts, Governmental Authorities, shareholders and third parties as are necessary for the consummation of the transactions contemplated herein;
- (c) to use commercially reasonable efforts to defend or cause to be defended any lawsuits or other legal proceedings brought against it challenging this Agreement or the completion of the Transaction;
- (d) to promptly notify each of the other parties if (i) any representation or warranty made by it in this Agreement ceases to be true and correct in all respects (in the case of any representation or warranty containing any materiality or Material Adverse Effect qualifier) or in all material respects (in the case of any representation or warranty without any materiality or Material Adverse Effect qualifier) and (ii) if there is any failure to comply in any material respect with any of its obligations under this Agreement;
- (e) to co-operate with each of the other parties hereto in good faith in order to ensure the timely completion of the Transaction; and
- (f) to use commercially reasonable efforts to co-operate with each of the other parties hereto in connection with the performance by the other party of its obligations under this Agreement.

6.02 Covenants of the Purchaser

The Purchaser covenants and agrees with each of the Sellers that, until the earlier of the Closing Date and the date upon which this Agreement is terminated in accordance with Article VII, it will:

- (a) in a timely and expeditious manner:
 - (i) file and/or deliver any document or documents as may be required in order for the Transaction as contemplated herein to be effective; and
 - (ii) file and/or deliver any document or documents required pursuant to Applicable Laws and/or the rules and policies of the CSE in connection with the Transaction as contemplated herein after the Closing;
- (b) to the extent necessary, make an application to the CSE and diligently pursue the approval of the Transaction (including the obligation of the Purchaser to issue the Payment Units);
- (c) use commercially reasonable efforts to satisfy (or cause the satisfaction of) the conditions precedent to its obligations set forth in this Agreement to the extent the same are within its control and to take, or cause to be taken, all other actions and to do, or cause to be done, all other things necessary, proper or advisable under all applicable laws to complete the Transaction as contemplated herein, including using commercially reasonable efforts to:
 - (i) obtain all necessary waivers, consents and approvals required to be obtained by it from other parties to loan agreements, leases, licenses, agreements and other Contracts, as applicable;
 - (ii) effect all necessary registrations and filings and submissions of information requested by any Governmental Authority required to be effected by it in

connection with the Transaction and participate and appear in any proceedings of either the Purchaser or GOSTOP before any Governmental Authority to the extent permitted by such authorities; and

- (iii) fulfill all conditions and satisfy all provisions of this Agreement and the Transaction;
- (d) subject to Applicable Laws or as authorized by this Agreement, not take any action, refrain from taking any action, or permit any action to be taken or not taken inconsistent with this Agreement or which would reasonably be expected to significantly impede the consummation of the Transaction;
- (e) except as may be necessary or desirable in order to effect the Transaction as contemplated hereunder, not alter or amend its notice of articles or articles as the same exist at the date of this Agreement;
- (f) take all necessary corporate action and proceedings to approve and authorize the issuance of the Payment Units to the Sellers; and
- (g) prepare and file with all applicable securities commissions such notifications and fees necessary to permit, or that are required in connection with, the issuance of the Payment Units to the Sellers, in each case, on a basis exempt from the prospectus and registration requirements of the applicable Securities Laws of the provinces of Canada in which the Sellers are resident.

6.03 Covenants of the Sole Director of GOSTOP

The Sole Director of GOSTOP covenants and agrees with the Purchaser that, until the earlier of the Closing Date and the date upon which this Agreement is terminated in accordance with Article VII, he will cause GOSTOP to:

- (a) not to solicit, initiate, knowingly encourage, cooperate with or facilitate (including by way of furnishing any non-public information or entering into any form of agreement, arrangement or understanding) the submission, initiation or continuation of any oral or written inquiries or proposals or expressions of interest regarding, constituting or that may reasonably be expected to lead to any activity, arrangement or transaction or propose any activities or solicitations in opposition to or in competition with the Transaction, and without limiting the generality of the foregoing, not to induce or attempt to induce any other person to initiate any shareholder proposal or “takeover bid,” exempt or otherwise, within the meaning of the applicable Securities Laws, for securities or assets of GOSTOP, nor to undertake any transaction or negotiate any transaction which would be or potentially could be in conflict with the Transaction, including, without limitation, allowing access to any third party to conduct due diligence, nor to permit any of its officers or directors to authorize such access, except as required by statutory obligations. In the event, GOSTOP, including any of its officers or directors, receives any form of offer or inquiry, GOSTOP shall forthwith (in any event within one Business Day following receipt) notify the Purchaser of such offer or inquiry and provide the Purchaser with such details as it may request;
- (b) make available and afford the Purchaser and its authorized representatives and, if requested by the Purchaser, provide a copy of all title documents, contracts, financial statements, minute books, share certificate books, if any, share registers, plans, reports, licences,

orders, permits, books of account, accounting records, constating documents and all other documents, information and data relating to GOSTOP. GOSTOP will afford the Purchaser and its authorized representatives every reasonable opportunity to have free and unrestricted access during normal business hours to GOSTOP' property, assets, undertaking, records and documents. At the request of the Purchaser, GOSTOP will execute or cause to be executed such consents, authorizations and directions as may be necessary to permit any inspection of GOSTOP' business and any of its property or to enable the Purchaser or its authorized representatives to obtain full access to all files and records relating to any of the assets of GOSTOP maintained by governmental or other public authorities. The obligations in this Section 6.03(b) are subject to any access or disclosure contemplated herein not being otherwise prohibited by reason of a confidentiality obligation owed to a third party for which a waiver cannot be obtained, provided that in such circumstance GOSTOP will be required to disclose that information has been withheld on this basis. The exercise of any rights of inspection by or on behalf of Purchaser under this Section 6.03(b) will not mitigate or otherwise affect the representations and warranties of GOSTOP hereunder;

- (c) except for non-substantive communications, and provided that such disclosure is not otherwise prohibited by reason of a confidentiality obligation owed to a third party for which a waiver cannot be obtained (provided that in such circumstance GOSTOP will be required to disclose that information has been withheld on this basis), furnish promptly to the Purchaser a copy of each notice, report, schedule or other document or communication delivered, filed or received by GOSTOP in connection with or related to the Transaction, any filings under applicable laws and any dealings with any Governmental Authority in connection with or in any way affecting the Transaction as contemplated herein;
- (d) use commercially reasonable efforts to satisfy (or cause the satisfaction of) the conditions precedent to its obligations set forth in this Agreement to the extent the same are within its control and to take, or cause to be taken, all other actions and to do, or cause to be done, all other things necessary, proper or advisable under all applicable laws to complete the Transaction, including using commercially reasonable efforts to:
 - (i) obtain all necessary waivers, consents and approvals required to be obtained by it from other parties to loan agreements, leases, licenses, agreements and other Contracts;
 - (ii) effect all necessary registrations and filings and submissions of information requested by any Governmental Authority required to be effected by it in connection with the Transaction and participate and appear in any proceedings of either GOSTOP or the Purchaser before any Governmental Authority to the extent permitted by such authorities; and
 - (iii) fulfill all conditions and satisfy all provisions of this Agreement and the Transaction;
- (e) subject to Applicable Laws or as authorized by this Agreement, not take any action, refrain from taking any action, or permit any action to be taken or not taken inconsistent with this Agreement or which would reasonably be expected to significantly impede the consummation of the Transaction;
- (f) conduct and operate its business and affairs only in the ordinary course consistent with past practice and use commercially reasonable efforts to preserve its business organization,

goodwill and material business relationships with other persons and, for greater certainty, it will not enter into any material transaction out of the ordinary course of business consistent with past practice without the prior consent of the Purchaser, and GOSTOP will keep the Purchaser fully informed as to the material decisions or actions required or required to be made with respect to the operation of its business, provided that such disclosure is not otherwise prohibited by reason of a confidentiality obligation owed to a third party for which a waiver could not be obtained (provided that in such circumstance GOSTOP will be required to disclose that information has been withheld on this basis);

- (g) except as may be necessary or desirable in order to effect the Transaction as contemplated hereunder, not alter or amend its articles or notice of articles as the same exist at the date of this Agreement;
- (h) not merge into or with, or amalgamate or consolidate with, or enter into any other corporate reorganization or arrangement with, or transfer its undertaking or assets as an entirety or substantially as an entirety to, any other person or perform any act which would render inaccurate in any material way any of its representations and warranties set forth herein as if such representations and warranties were made at a date subsequent to such act and all references to the date of this Agreement were deemed to be such later date, except as contemplated in this Agreement, and without limiting the generality of the foregoing, it will not:
 - (i) make any distribution by way of dividend, distribution of property or assets, return of capital or otherwise to or for the benefit of its shareholders;
 - (ii) increase or decrease its paid-up capital or purchase or redeem any shares;
 - (iii) issue or enter into any commitment to issue any of its shares or securities convertible into, or rights, warrants or options to acquire any such shares;
 - (iv) authorize, sell or issue, or negotiate or enter into an agreement to sell or issue, any securities of GOSTOP (including those that are convertible or exchangeable into securities of GOSTOP), other than as contemplated under this Agreement; and
- (i) take all necessary corporate action and proceedings to approve and authorize the valid and effective transfer of the Purchased Shares to the Purchaser.

6.04 Covenants of the Sellers

Each of the Sellers, on its own behalf, covenants and agrees with the other parties hereto that, until the earlier of the Closing Date and the date upon which this Agreement is terminated in accordance with Article VII, it will:

- (a) use commercially reasonable efforts to satisfy (or cause the satisfaction of) the conditions precedent to its obligations set forth in this Agreement to the extent the same are within its control and to take, or cause to be taken, all other actions and to do, or cause to be done, all other things necessary, proper or advisable under all applicable laws to complete the Transaction, including using commercially reasonable efforts to:
 - (i) effect all necessary registrations and filings and submissions of information requested by any Governmental Authority required to be effected by it in connection with the Transaction; and

- (ii) fulfill all conditions and satisfy all provisions of this Agreement and the Transaction;
- (b) subject to Applicable Laws or as otherwise authorized by this Agreement, not take any action, refrain from taking any action, or permit any action to be taken or not taken, inconsistent with this Agreement or which would reasonably be expected to significantly impede the consummation of the Transaction;
- (c) if the Seller is a corporation or entity, take all necessary corporate action and proceedings to approve and authorize the valid and effective transfer of the Purchased Shares to the Purchaser; and
- (d) not encumber in any manner the Purchased Shares and ensure that at the Time of Closing the Purchased Shares are free and clear of all Liens, charges, mortgages, security interests, pledges, demands, Claims and other encumbrances whatsoever.

ARTICLE VII TERMINATION

7.01 Termination

This Agreement may be terminated in writing at any time prior to the Closing:

- (a) by mutual written consent of the Purchaser and the Sellers;
- (b) by the Sellers or the Purchaser, upon written notice to the other parties, if the Closing shall not have been consummated on or prior to the Termination Date, without liability to the terminating party on account of such termination; provided that the right to terminate this Agreement pursuant to this Section 7.01(b) shall not be available to a party whose breach or violation of any representation, warranty, covenant, obligation or agreement under this Agreement has been the cause of or has resulted in the failure of the Closing to occur on or before such date;
- (c) by the Purchaser, if there has been a material breach by GOSTOP or the Sellers of any representation, warranty, covenant or agreement set forth in this Agreement or any of the documents contemplated hereby, which breach would result in the failure to satisfy one or more of the conditions set forth in Section 3.01 or Section 3.03, which GOSTOP or the Sellers, as applicable, fails to cure within ten (10) Business Days after written notice thereof is given by the Purchaser; or
- (d) by any party, if any permanent injunction or other order of a court or other competent authority preventing the Closing shall have become final and non-appealable; provided, however, that no party shall be entitled to terminate this Agreement if such party's material breach of this Agreement or any of the documents contemplated hereby has resulted in such permanent injunction or order.

7.02 Effect of Termination

Upon termination of this Agreement in accordance with the terms hereof, the parties hereto shall have no further obligations under this Agreement, other than the obligations contained in Sections 9.03 and 9.08.

ARTICLE VIII INDEMNIFICATION

8.01 Indemnification by the Purchaser

Subject to Section 5.04, the Purchaser shall indemnify and save the Sellers harmless from and against:

- (a) any loss, damages or deficiencies suffered by the Sellers or GOSTOP as a result of any breach of representation or warranty or any non-performance of any covenant on the part of the Purchaser contained in this Agreement or in any certificate or document delivered pursuant to or contemplated by this Agreement; and
- (b) all Claims in respect of the foregoing.

8.02 Indemnification by Sellers

Subject to Section 5.04, each of the Sellers, on its own behalf, and not on behalf of any other Seller, severally (and for greater certainty, not jointly with any other Seller) shall indemnify and save the Purchaser harmless from and against:

- (a) any loss, damages or deficiencies suffered by the Purchaser as a result of any breach by such Seller of any representation or warranty or any non-performance of any covenant on the part of such Seller contained in this Agreement or in any certificate or document delivered pursuant to or contemplated by this Agreement; and
- (b) all Claims in respect of the foregoing.

8.03 Notice of Claim

A party entitled to and seeking indemnification pursuant to the terms of this Agreement (the “**Indemnified Party**”) shall promptly give written notice (“**Indemnity Notice**”) to the party or parties, as applicable, responsible for indemnifying the Indemnified Party (the “**Indemnifying Party**”) of any Claim for indemnification pursuant to Sections 8.01 and 8.02. Such Indemnity Notice shall specify whether the Claim arises as a result of a Claim by a person against the Indemnified Party (a “**Third Party Claim**”) or whether the Claim does not so arise as a result of a Third Party Claim (a “**Direct Claim**”), and shall also specify with reasonable particularity (to the extent that the information is available):

- (a) the factual basis for the Claim; and
- (b) the amount of the Claim, or, if any amount is not then determinable, an approximate and reasonable estimate of the likely amount of the Claim.

If, through the fault of the Indemnified Party, the Indemnifying Party does not receive an Indemnity Notice of a Claim in time to effectively contest the determination of any liability capable of being contested, the Indemnifying Party will be entitled to set off against the amount claimed by the Indemnified Party the amount of any loss incurred by the Indemnifying Party resulting from the Indemnified Party's failure to give an Indemnity Notice on a timely basis.

8.04 Procedure for Indemnification

- (a) Direct Claims. With respect to Direct Claims, following receipt of an Indemnity Notice from the Indemnified Party of a Claim, the Indemnifying Party shall have 30 days, or any other period of time agreed to by the Indemnifying Party and the Indemnified Party, (in either case, the "**Claim Dispute Period**") to make any such investigations it considers necessary or desirable, acting reasonably. For the purpose of such investigation, the Indemnified Party shall make available to the Indemnifying Party the information relied upon by the Indemnified Party to substantiate the Claim. If the Indemnified Party and the Indemnifying Party agree at or prior to the expiration of such 30 day period (or any mutually agreed upon extension thereof) to the validity and amount of such Claim, the Indemnifying Party shall immediately pay to the Indemnified Party the full agreed upon amount of the Claim. If the Indemnifying Party disputes the validity of the Claim, the Indemnifying Party may provide written notice of the dispute ("**Dispute Notice**") to the Indemnified Party within the Claim Dispute Period. The Dispute Notice must describe in reasonable detail the nature of the Indemnifying Party's dispute. Upon receipt of the Dispute Notice, the Indemnified Party may pursue all rights and remedies available to it, subject to this Agreement. If the Indemnifying Party does not provide the Dispute Notice within the Claim Dispute Period, the Indemnifying Party will be deemed to have agreed to the validity and amount of the Claim.
- (b) Third Party Claims. With respect to any Third Party Claim, the Indemnifying Party shall have the right, at its own expense, to participate in or assume control of the negotiation, settlement or defence of such Third Party Claim and, in such event, the Indemnifying Party shall reimburse the Indemnified Party for all the Indemnified Party's commercially reasonable out-of-pocket expenses incurred as a result of such participation or assumption. If the Indemnifying Party elects to assume such control, the Indemnified Party shall cooperate with the Indemnifying Party, shall have the right to participate in the negotiation, settlement or defence of such Third Party Claim at its own expense and shall have the right to disagree on reasonable grounds with the selection and retention of counsel, in which case counsel satisfactory to the Indemnifying Party and the Indemnified Party shall be retained by the Indemnifying Party. If the Indemnifying Party, having elected to assume such control, thereafter fails to defend any such Third Party Claim within a reasonable time, the Indemnified Party shall be entitled to assume such control and the Indemnifying Party shall be bound by the results obtained by the Indemnified Party with respect to such Third Party Claim.

8.05 General Indemnification Rules

The obligations of the Indemnifying Party to indemnify the Indemnified Party in respect of Claims shall also be subject to the following:

- (a) without limiting the generality of Sections 8.01 and 8.02, any Claim for breach of any representation, warranty or covenant shall be subject to Section 5.04;

- (b) the Indemnifying Party's obligation to indemnify the Indemnified Party shall only apply to the extent that the Claims in respect of which the Indemnifying Party has given an indemnity, in the aggregate, exceed \$5,000;
- (c) notwithstanding anything to the contrary in this Agreement, the aggregate liability of an Indemnifying Party which is a Seller to any and all Indemnified Parties under this Article VIII shall be limited to the amount paid to such Indemnifying Party in respect of its Purchased Shares pursuant to Section 2.02; for greater certainty, no Seller shall be liable, in the aggregate, to any and all Indemnified Parties for any amount in excess of the value of its *pro rata* share of the Payment Units;
- (d) notwithstanding anything to the contrary in this Agreement, the aggregate liability the Sellers or the Purchaser to any and all Indemnified Parties under this Article VIII shall be limited to the value of the Payment Units issuable under this Agreement;
- (e) if any Third Party Claim is of a nature such that the Indemnified Party is required by applicable law to make a payment to any person (a "**Third Party**") with respect to such Third Party Claim before the completion of settlement negotiations or related legal proceedings, the Indemnified Party may make such payment and thereafter seek reimbursement from the Indemnifying Party for any such payment. If the Indemnifying Party pays, or reimburses the Indemnified Party in respect of any Third Party Claim before completion of settlement negotiations or related legal proceedings, and the amount of any liability of the Indemnified Party under the Third Party Claim in respect of which such a payment was made, as finally determined, is less than the amount which was paid by the Indemnifying Party, the Indemnified Party shall, forthwith after receipt of the difference from the Third Party or the Indemnifying Party, pay the amount of such difference to the Indemnifying Party;
- (f) except in the circumstance contemplated by Section 8.04(b), and whether or not the Indemnifying Party assumes control of the negotiation, settlement or defence of any Third Party Claim, the Indemnified Party shall not negotiate, settle, compromise or pay any Third Party Claim without the prior written consent of the Indemnifying Party (which consent shall not be unreasonably withheld);
- (g) the Indemnified Party shall not permit any right of appeal in respect of any Third Party Claim to terminate without giving the Indemnifying Party notice and an opportunity to contest such Third Party Claim;
- (h) the Indemnified Party and the Indemnifying Party shall cooperate fully with each other with respect to Third Party Claims and shall keep each other fully advised with respect thereto (including supplying copies of all relevant documentation promptly as it becomes available); and
- (i) the provisions of this Article VIII shall constitute the sole remedy available to a party against another party with respect to any and all breaches of any agreement, covenant, representation or warranty made by such other party in this Agreement.

**ARTICLE IX
GENERAL**

9.01 Power of Attorney

Each of the Sellers hereby severally and irrevocably appoints the Sole Director of GOSTOP as its agent and attorney to take any action that is required under the Agreement or to execute and deliver any documents on their behalf, including without limitation, for the purposes of Closing (including without limitation, the receipt of certificates representing the Payment Shares) and deliveries of documents and to do and cause to be done all such acts and things as may be necessary or desirable in connection with the Closing. Without limiting the generality of the foregoing, the Sole Director of GOSTOP may, on its own behalf and on behalf of the Sellers, extend the Time of Closing, modify or waive any conditions as are contemplated herein, negotiate, settle and deliver the final forms of any documents that are necessary or desirable to give effect to the Transaction, extend such time periods as may be contemplated herein or terminate this Agreement, in its absolute discretion, as it deems appropriate. Each of the Sellers hereby acknowledge and agree that any decision or exercise of discretion made by GOSTOP under this Agreement, shall be final and binding upon the Sellers so long as such decision or exercise was made in good faith. The Purchaser shall have no duty to enquire into the validity of any document executed or other action taken by the Sole Director of GOSTOP on behalf of the Sellers pursuant to this Article IX.

9.02 Notices

Any notice, consent, waiver, direction or other communication required or permitted to be given under this Agreement (each, a “**notice**”) shall be in writing shall be in writing addressed as follows:

- (a) if to the Purchaser:

Compel Capital Inc.
1418 West Hastings Street
Vancouver, BC
V6G 3J6

Attention: John McMullen, CEO
E-mail: **[redacted for confidentiality reasons]**

- (b) if to the Sellers:

[redacted for confidentiality reasons]

or such other address as may be designated by notice given by either the Purchaser or the Sellers in accordance with this Section 9.02. Each notice shall be personally delivered to the addressee or sent by e-mail to the addressee and a notice which is personally delivered or sent by email shall, if delivered or sent prior to 4:00 p.m. (local time of the recipient) on a Business Day, be deemed to be given and received on that day and, in any other case, be deemed to be given and received on the next Business Day. Any notice

delivered to GOSTOP in accordance with this Section 9.02 prior to the Time of Closing shall be deemed to have been delivered to each of the Sellers. The previous sentence of this Section 9.02 shall not apply to a notice given as contemplated in Section 3.04 of the occurrence, or failure to occur, of any event or state of facts which would or would likely to cause any of the representations or warranties of any Seller to be untrue or inaccurate or result in the failure by any Seller to comply with or satisfy any covenant, condition or agreement, which notice shall not be deemed to have been received by such Seller unless delivered to the address of such Seller as reflected in the books of GOSTOP (or after the Time of Closing, the books of the Purchaser). Any Seller may, from time to time, by notice given in accordance with this Section 9.02, designate or provide an address of such Seller for notices to be given after the Time of Closing.

9.03 Confidentiality

Prior to Closing and, if the Transaction is not completed, at all times thereafter, each of the parties hereto will keep confidential and refrain from using any information obtained by it in connection with the transactions contemplated by this Agreement relating to any other party hereto, provided however that such obligation shall not apply to any information which was in the public domain at the time of its disclosure to a party or which subsequently comes into the public domain other than as a result of a breach of such party's obligations under this Section 9.03. For greater certainty, nothing contained herein shall prevent any disclosure of information which may be required pursuant to applicable laws or pursuant to an order in judicial or administrative proceedings or any other order made by any Governmental Authority.

9.04 Assignment

Other than as provided herein, no party may assign this Agreement or its rights or obligations hereunder without the prior written consent of the other parties hereto, such consent not to be unreasonably withheld or delayed.

9.05 Binding Effect

This Agreement shall be binding upon and shall enure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns.

9.06 Waiver

No waiver of any provision of this Agreement will constitute a waiver of any other provision, nor will any waiver constitute a continuing waiver unless otherwise expressly provided.

9.07 Governing Law

This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and is to be treated in all respects as an Ontario contract.

9.08 Expenses

Each party shall be responsible for its costs and expenses incurred with respect to the transactions contemplated herein. If during the term of this Agreement, the Transaction does not successfully complete, then each party will be responsible for its own expenses incurred.

9.09 No Personal Liability

No director, officer, employee or agent of the Purchaser shall have any personal liability whatsoever to the Sellers under this Agreement or any other document delivered in connection with the Transaction on behalf of the Purchaser.

9.10 Time of Essence

Time is of the essence of this Agreement and of each of its provisions.

9.11 Public Announcements

The Purchaser and the Sellers shall co-operate with the other in releasing information concerning this Agreement and the transactions contemplated herein, and shall furnish to and discuss with the other drafts of all press and other releases prior to publication. No press release or other public announcement concerning the proposed transactions contemplated by this Agreement will be made by any party hereto without the prior consent of the other parties, such consent not to be unreasonably withheld or delayed; provided that nothing contained herein shall prevent any party hereto at any time from furnishing any information to any Governmental Authority or to the public if so required by applicable law.

9.12 Further Assurances

Each party will, upon request but without further consideration, from time to time promptly execute and deliver all further documents and take all further action necessary or appropriate to give effect to and perform the provisions and intent of this Agreement and to complete the transactions contemplated herein.

9.13 Entire Agreement

This Agreement, together with the documents required to be delivered pursuant to this Agreement, constitute the entire agreement among the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, between the parties hereto with respect to the subject matter hereof. There are no representations, warranties, covenants or conditions with respect to the subject matter hereof except as contained in this Agreement and any document delivered pursuant to this Agreement.

9.14 Amendments

No amendment of any provision of this Agreement will be binding on any party unless consented to in writing by such party.

9.15 Severability

In the event that any provision or part of this Agreement is determined by any court or other judicial or administrative body to be illegal, null, void, invalid or unenforceable, that provision shall be severed to the extent that it is so declared and the other provisions of this Agreement shall continue in full force and effect.

9.16 Remedies Cumulative

The rights and remedies of the parties under this Agreement are cumulative and in addition to and not in substitution for any rights or remedies provided by law. Any single or partial exercise by any party hereto of any right or remedy for default or breach of any term, covenant or condition of this Agreement

does not waive, alter, affect or prejudice any other right or remedy to which such party may be lawfully entitled for the same default or breach.

9.17 Counterparts

This Agreement may be executed and delivered in one or more counterparts and may be executed and delivered by facsimile or any other electronically communicated method, each of which when executed and delivered shall be deemed an original and all of which counterparts together shall be deemed to constitute one and the same instrument.

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

COMPEL CAPITAL INC.

By: “*John McMullen*”
Name: John McMullen
Title: Chief Executive Officer

GOSTOP INC.

By: “**Andrew Ryu**”
Name: Andrew Ryu
Title: President and Sole Director

[Signature pages of the Sellers follows.]

GOSTOP Sellers

Name of Witness [Please Print]

Signature of Witness

Name of Witness [Please Print]

Signature of Witness

Name of Witness [Please Print]

Signature of Witness

Name of Witness [Please Print]

Signature of Witness

Andrew Ryu

Name

“Andrew Ryu”

Signature of Seller

Seinecliffe Management Ltd.

“Andrew Ryu”

Signature of Seller

S4 Management Group Inc.

“Jeff Stevens”

Signature of Seller

Rob Saltsman

“Rob Saltsman”

Signature of Seller

Mario Boscarino

“Mario Boscarino”

Signature of Seller

Gyeongsuk Seomun

“Gyeongsuk Seomun”

Signature of Seller

Name of Witness [Please Print]

Signature of Witness

Name of Witness [Please Print]

Signature of Witness

Name of Witness [Please Print]

Signature of Witness

Name of Witness [Please Print]

Signature of Witness

Name of Witness [Please Print]

Signature of Witness

Name of Witness [Please Print]

Signature of Witness

Name of Witness [Please Print]

Jiyeon Seo

“Jiyeon Seo”
Signature of Seller

Chaehee Jo

“Chaehee Jo”
Signature of Seller

Seongsik Park

“Seongsik Park”
Signature of Seller

Goeun Kim

“Goeun Kim”
Signature of Seller

Sarang Noh

“Sarang Noh”
Signature of Seller

Jihyun Son

“Jihyun Son”
Signature of Seller

Siu Man Yeung

Signature of Witness

Name of Witness [Please Print]

Signature of Witness

Name of Witness [Please Print]

Signature of Witness

Name of Witness [Please Print]

Signature of Witness

“Siu Man Yeung”
Signature of Seller

Michael Frank

“Michael Frank”
Signature of Seller

Stacey Farber

“Stacey Farber”
Signature of Seller

2598687 Ontario Inc.

“Paul Van Benthem”
Signature of Seller

John Teti

“John Teti”
Signature of Seller

SCHEDULE A

Sellers of GOSTOP

Name and Address of Seller	Number of Shares
Andrew Ryu [redacted for confidentiality reasons]	2,000,000
Seinecliffe Management Ltd. [redacted for confidentiality reasons]	425,000
S4 Management Group Inc [redacted for confidentiality reasons]	475,000
Rob Saltsman [redacted for confidentiality reasons]	100,000
Mario Boscarino [redacted for confidentiality reasons]	100,000
Gyeongsuk Seomun [redacted for confidentiality reasons]	100,000
Jiyeon Seo [redacted for confidentiality reasons]	100,000
Chaehee Jo [redacted for confidentiality reasons]	50,000
Seongsik Park [redacted for confidentiality reasons]	40,000
Goeun Kim [redacted for confidentiality reasons]	20,000
Sarang Noh [redacted for confidentiality reasons]	60,000
Jihyun Son [redacted for confidentiality reasons]	30,000
Siu Man Yeung [redacted for confidentiality reasons]	100,000
Michael Frank [redacted for confidentiality reasons]	100,000

Name and Address of Seller	Number of Shares
Stacey Farber <i>[redacted for confidentiality reasons]</i>	100,000
2598687 Ontario Inc. <i>[redacted for confidentiality reasons]</i>	100,000
John Teti <i>[redacted for confidentiality reasons]</i>	100,000
TOTAL	4,000,000

SCHEDULE 5.03(1)

GOSTOP Material Contracts

1. Technology Transfer Agreement between GoStop Inc. and the transferor of GoStop IP to GOSTOP dated March 9, 2021; and
2. Consultant non-disclosure and development agreement with each Seller dated March 22, 2021.

SCHEDULE 5.03(cc)

GOSTOP IP

All IP owned by or licensed to GOSTOP or used by GOSTOP in carrying on its business is described and set out as follows;

[redacted for confidentiality reasons]

SCHEDULE 5.03(CC)

GOSTOP IP Registrations and Applications

No IP registrations or applications

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