

POOLING AGREEMENT

THIS POOLING AGREEMENT (this “**Agreement**”) made the 28 day of August, 2020.

AMONG:

THE SHAREHOLDERS LISTED IN SCHEDULE "A"

(hereinafter individually referred to as a "**Shareholder**" and collectively referred to as the "**Shareholders**")

AND:

TEVANO SYSTEMS INC., a corporation having an office at Suite 1303 – 1030 West Georgia Street, Vancouver, British Columbia, V6E 2Y3

(the "**Corporation**")

AND:

NATIONAL SECURITIES ADMINISTRATORS LTD., a corporation having an office at 702 - 777 Hornby Street, Vancouver, BC, V6Z 1S4

(the “**Pooling Agent**”)

WHEREAS:

- A. The Shareholders hold or have subscribed for common shares (the "**Pooled Securities**") of the Corporation in the numbers set opposite their respective names in Schedule "A" attached hereto;
- B. The Corporation has entered into a letter of intent and plans on entering into an amalgamation agreement with RBI Ventures Ltd. to go public through a reverse merger transaction (the “**RTO**”);
- C. To further the objectives of the Corporation, the Shareholders agree to voluntary resale restrictions of the Pooled Securities (including all securities received in exchange for the Pooled Securities on closing the RTO) on the terms and conditions as set forth herein and wish to execute this Agreement in respect of such resale restrictions on the Pooled Securities.
- D. The Pooling Agent has agreed to hold the Pooled Securities in accordance with the terms of this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties, it is hereby agreed between the Shareholders, the Corporation as follows:

1. EFFECT OF POOL AND RELEASE

1.1 **Appointment of Pooling Agent.** The Shareholders hereby appoint National Securities Administrators Ltd. as Pooling Agent hereunder, and National Securities Administrators Ltd. hereby agrees to act as the Pooling Agent hereunder.

1.2 **Rights attaching to Pooled Securities.** The Shareholders waive no rights or privileges attached to the Pooled Securities except as required by this Agreement. The Shareholders are entitled to all rights attaching to the Pooled Securities while the Pooled Securities are subject to the Agreement, including without limitation, rights to receive all dividend payments and distributions of capital, if any, from the Pooled Securities, and to exercise all voting rights attached to the Pooled Securities.

1.3 **Alteration of Capital.** The parties hereto agree that the provisions of this Agreement relating to the Pooled Securities shall apply mutatis mutandis to any shares or securities into which the Pooled Securities may be converted, changed, reclassified, redivided, redesignated, subdivided or consolidated and to any shares or securities of the Corporation or of any successor or continuing company or corporation of the Corporation that may be received by the registered holder of the Pooled Securities on a reorganization, amalgamation, consolidation or merger, statutory or otherwise, including the release calculation which will be adjusted so that the proportion of the Pooled Securities to be released is unaffected by the alteration of the capital of the Corporation. This includes all securities to be received for the Pooled Securities pursuant to the RTO.

1.4 **Transfer Restrictions.** The Shareholders shall not sell, deal in, assign, transfer in any manner whatsoever or agree to sell, deal in, assign or transfer in any manner whatsoever any of the Pooled Securities or beneficial ownership of or any interest in them; and the Pooling Agent shall not accept or acknowledge any transfer, assignment, declaration of trust or any other document evidencing a change in legal or beneficial ownership of or interest in the Pooled Securities, except in accordance with section 4 of this Agreement.

1.5 **Term and Termination.** This Agreement shall be effective as of the date hereof and shall continue until terminated according to paragraph 3.1(d) or upon the release of all Pooled Securities according to paragraphs 3.1(a), 3.1(b) and 3.1(c), whichever is the earlier to occur.

2. SURRENDER OF POOLED SECURITIES

2.1 **Surrender of Pooled Securities to Pooling Agent.** The Shareholders each agree to surrender certificates or the direct registration statements (the certificates or direct registration statements being “**DRS**”) evidencing the Pooled Securities with the Pooling Agent pursuant to the terms hereof, and hereby authorizes the Pooling Agent to hold such DRS under the terms and conditions of this Agreement.

2.2 **No Duress.** The Shareholders agree that the Pooled Securities have not been pooled due to duress or undue influence.

2.3 **Confirmation of Pooled Securities with Pooling Agent.** The Shareholders further acknowledge that the Corporation can and may from time to time request that the Pooling Agent confirm that the Shareholder's Pooled Securities have not been sold or otherwise transferred and remain subject to this Agreement.

3. RELEASE OF POOLED SECURITIES

3.1 The Pooling Agent will release the Pooled Securities from restrictions herein on the date (the “**Release Date**”) which is the earlier of:

- (a) **Release Schedule.** The Pooled Securities shall be released in the following amounts and at the following times, (each release known as a “**Tranche**”):

Release Date	# of Securities to be Released ⁽²⁾
Four months from the First Trading Day	1/10 of the Pooled Securities

Release Date	# of Securities to be Released ⁽²⁾
Nine months following the First Trading Day	1/4 of the remaining Pooled Securities*
Fourteen months following the First Trading Day	1/4 of the remaining Pooled Securities*
Nineteen months following the First Trading Day	1/4 of the remaining Pooled Securities*
Twenty-four months following the First Trading Day	all the remaining Pooled Securities*
TOTAL:	100%

*The release schedule outlined above results in the remaining escrow securities being released in equal tranches of 25% after completion of the initial release date.

For purposes hereof, “**First Trading Day**” means the day the shares of the Corporation, or such other company with which the Corporation undertakes a business combination, (in either event, the “**Listed Issuer**”) commences trading on the Canadian Securities Exchange (the “**CSE**”).

All releases of Pooled Securities shall be on a pro-rata basis among the Shareholders, as to their respective number of Pooled Securities held.

- (b) **Acceleration of Release.** The release of the Pooled Securities may be accelerated from the Release Schedule in section 3.1(a) of this Agreement if:
 - (i) The Chief Financial Officer of the Corporation or an independent director appointed by the board of directors of the Corporation (the “**Corporation Representative**”), neither who has Pooled Securities pursuant to this Agreement, may each in their sole discretion provide written instructions (“**Release Instructions**”) to the Pooling Agent to release a Tranche of Pooled Securities prior to the Release Date of that Tranche. The Tranches which follow will each move up to the next Release Date thus shortening the term of this Agreement. The new release schedule will apply within five (5) business days after the Pooling Agent receives the Release Instructions which shall include a new release schedule; or
 - (ii) The weighted average closing price of the common shares of the Listed Issuer, on an exchange in Canada, over a period of ten (10) consecutive trading days is at or exceeds C\$2.00 per share, then the Corporation, at its sole discretion, may give Release Instructions to the Pooling Agent that all Pooled Securities held under this Agreement shall be released to the Shareholders.
- (c) **Unanimous Agreement.** The Pooled Securities shall be released on receipt by the Pooling Agent of written agreement by all parties authorizing the release of all or a portion of the Pooled Securities.
- (d) **Ultimate Release Date.** All Pooled Securities still held under this agreement shall be released 24 months from the date of this Agreement.

3.2 Acknowledgment of Other Escrow Requirements. The Pooling Agent and the Shareholders acknowledge that the Pooled Securities may be subject to:

- (a) escrow requirements pursuant to CSE Policy 2, and National Policy 46-201, pursuant to which the Pooled Securities will be deposited into escrow with the Corporation's transfer agent under the terms of escrow agreements in the form required by the CSE; and
- (b) CSE Seed Share Resale Restrictions pursuant to CSE Policy 2.

The Shareholders hereby agree that any shares which are subject to CSE escrow requirements or Seed Share Resale Restrictions may be delivered directly to the Pooling Agent in such denominations and bearing such restrictive legends as the Corporation in its sole discretion deems necessary to enable it to comply with the terms of this Agreement. Such delivery may take place when the Pooled Securities are initially issued (in the case of Pooled Securities subject to the Seed Share Resale Restrictions) or when they are released from escrow (in the case of Pooled Securities held in escrow pursuant to CSE Policy 2).

4. PERMITTED TRANSFERS

Notwithstanding the transfer and resale restrictions described in paragraph 1.4 hereof, the Shareholders may transfer or sell their securities in the event of the circumstances set-out in this section.

4.1 Transfer within the Pool. The Shareholders shall be entitled to transfer the Pooled Securities to other parties hereto provided that the Pooling Agent first receives an acknowledgment in the form of Schedule "B" signed by the transferee. In such event, the number of Pooled Securities to be released to each Shareholder (as set out in Schedule "A" of this Agreement) shall be amended accordingly to reflect the said transfer and the transferred Pooled Securities will remain subject to this Agreement.

4.2 Right to Tender to a Take-over Bid. Notwithstanding the resale restrictions described in paragraph 1.4 hereof, in the event that one or more Persons (each of whom is at arm's length with the Corporation and with each associate and affiliate of the Corporation) make a bona fide offer that constitutes, or may be reasonably expected to lead to, in either case whether in one transaction or a series of transactions (each an "**Acquisition Proposal**") a take-over bid within the meaning of the *Securities Act* (British Columbia), issuer bid, amalgamation, plan of arrangement, business combination, merger, tender offer, exchange offer, consolidation, recapitalization, reorganization, liquidation, dissolution or winding-up in respect of the Corporation; the Shareholders shall have the right to tender their Pooled Securities to the Acquisition Proposal.

4.3. Transfer Upon Bankruptcy. In the event of bankruptcy of a Shareholder, the Pooled Securities of the Shareholder may be transferred within escrow to the trustee in bankruptcy or other person legally entitled to such Pooled Securities, provided that the Pooling Agent first receives:

- (a) a certified copy of either:
 - (i) the assignment in bankruptcy of the Shareholder filed with the superintendent of bankruptcy; or
 - (ii) the receiving order adjudging the Shareholder bankrupt;
- (b) a certified copy of a certificate of appointment of the trustee in bankruptcy;
- (c) a transfer power of attorney, duly executed by the transferor; and
- (d) an acknowledgement and agreement to be bound by this Agreement as set-out in Schedule "B" signed by the trustee in bankruptcy or other person legally entitled to the Pooled Securities reflecting the transfer.

4.4. Release upon Death. Upon the death of an individual Shareholder, the Pooled Securities of that Shareholder may be transferred within escrow to the legal representative of the deceased Shareholder, provided that the Pooling Agent first receives:

- (a) a certified copy of the death certificate;

- (b) such evidence of the legal representative's status that the Pooling Agent may reasonably require;
- (c) a transfer power of attorney, duly executed by the legal representative; and
- (d) an acknowledgement and agreement to be bound by this Agreement as set-out in Schedule "B" signed by the legal representative or other person legally entitled to the Pooled Securities reflecting the transfer.

5. REPRESENTATIONS, WARRANTIES AND COVENANTS

5.1 Each of the Shareholders hereby severally represents and warrants to the Corporation as follows:

- (a) such Shareholder beneficially owns as of the date of this Agreement, the number of Pooled Securities set out opposite its name on the execution pages of Schedule "A" of this Agreement, and such Pooled Securities represent 100% of the common shares of the Corporation held by such Shareholder as at the date of this Agreement;
- (b) no person has any agreement, option, right or privilege to acquire any part of, or all of, the Pooled Securities beneficially owned by such Shareholder as of the date of this Agreement;
- (c) such Shareholder has the full power and authority and lawful right to enter into, and to perform the obligations of such Shareholder under this Agreement; and
- (d) this Agreement is binding upon and enforceable against such Shareholder in accordance with its terms.

5.2 Each of the Shareholders severally hereby covenants and agrees with the Corporation that, until the respective Release Date;

- (a) such Shareholder will not, and will not enter into any agreement to, sell, transfer, dispose of, pledge or encumber any of the Pooled Securities beneficially owned by such Shareholder as of the date of this Agreement so long as such Pooled Securities are subject to the provisions of this Agreement; and
- (b) such Shareholder will perform the obligations required to be performed by such Shareholder, and will execute and deliver all documents required to be executed and delivered by such Shareholder, under this Agreement and will do all such other acts and things as may be necessary or desirable in order to carry out and give effect to the provisions of this Agreement.

6. POOLING AGENT

6.1 **Duties of Pooling Agent.** The Pooling Agent hereby accepts the duties and responsibilities placed on it under this Agreement and agrees to perform the same in accordance with the terms hereof. The Pooling Agent will have no duties or obligations in respect of the Pooled Securities other than those specifically set forth herein. The Pooling Agent will not be bound in any way by any other contract or agreement between the parties hereto whether or not the Pooling Agent has knowledge thereof or of its terms and conditions and the Pooling Agent's only duty, liability and responsibility shall be to hold and deal with the Pooled Securities in accordance with this Agreement. The Pooling Agent will be entitled, unless it has knowledge to the contrary, to assume that any notice and evidence received pursuant to these instructions from either the Shareholders or the Corporation have been duly executed by the party by whom it purports to have been signed and the Pooling Agent will not be obligated to enquire into the sufficiency or authority of any signatures appearing on such notice or evidence. The Pooling Agent shall have no responsibility in respect of the loss of the certificates representing the Pooled Securities, except to exercise such care in the safekeeping thereof as it would exercise if the said certificates were property of the Pooling Agent. The Pooling Agent shall not be liable for any error of judgement, any act done or omitted by it in good faith, or for anything which it may, in good faith, do or refrain from doing in connection herewith or for any mistake of fact or law. The Pooling Agent shall not be answerable for the default or misconduct of any agent or

legal counsel employed or appointed, at its discretion, by it if such agent or legal counsel shall have been selected with reasonable care.

6.2 **Pooling Agent Not a Trustee.** The Pooling Agent accepts duties and responsibilities under this Agreement, and the escrow securities and any share certificates or other evidence of these securities, solely as a custodian, bailee and agent. No trust is intended to be, or is or will be, created hereby and the Pooling Agent shall owe no duties hereunder as a trustee.

6.3 **Pooling Agent Not Responsible for Genuineness.** The Pooling Agent will not be responsible or liable in any manner whatever for the sufficiency, correctness, genuineness or validity of any escrow security deposited with it.

6.4 **Pooling Agent Not Responsible for Furnished Information.** The Pooling Agent will have no responsibility for seeking, obtaining, compiling, preparing or determining the accuracy of any information or document, including the representative capacity in which a party purports to act, that the Pooling Agent receives as a condition to a release from escrow or a transfer of escrow securities within escrow under this Agreement.

6.5 **Pooling Agent Not Responsible after Release.** The Pooling Agent will have no responsibility for escrow securities that it has released to a Shareholder or at a Shareholder's direction according to this Agreement.

6.7 **Indemnification of Pooling Agent.** The Corporation and each Shareholder hereby jointly and severally agree to indemnify and hold harmless the Pooling Agent, its affiliates, and their current and former directors, officers, employees and agents from and against any and all claims, demands, losses, penalties, costs, expenses, fees and liabilities, including, without limitation, legal fees and expenses, directly or indirectly arising out of, in connection with, or in respect of, this Agreement, except where same result directly and principally from gross negligence, willful misconduct or bad faith on the part of the Pooling Agent. This indemnity survives the release of the escrow securities, the resignation or termination of the Pooling Agreement and the termination of this Agreement.

6.8. **Limitation of Liability of Pooling Agent.** The Pooling Agent will not be liable to any of the Parties hereunder for any action taken or omitted to be taken by it under or in connection with this Agreement, except for losses directly, principally and immediately caused by its bad faith, willful misconduct or gross negligence. Under no circumstances will the Pooling Agent be liable for any special, indirect, incidental, consequential, exemplary, aggravated or punitive losses or damages hereunder, including any loss of profits, whether foreseeable or unforeseeable. Notwithstanding the foregoing or any other provision of this Agreement, in no event will the collective liability of the Pooling Agent under or in connection with this Agreement to any one or more Parties, except for losses directly caused by its bad faith or willful misconduct, exceed the amount of its annual fees under this Agreement or the amount of three thousand dollars (\$3,000.00), whichever amount shall be greater.

6.9. **Remuneration of Pooling Agent.** The Corporation will pay the Pooling Agent reasonable remuneration for its services under this Agreement, which fees are subject to revision from time to time on 30 days' written notice. The Corporation will reimburse the Pooling Agent for its expenses and disbursements. Any amount due under this section and unpaid 30 days after request for such payment, will bear interest from the expiration of such period at a rate per annum equal to the then current rate charged by the Pooling Agent, payable on demand.

6.10. **Further Indemnification of Pooling Agent.** It is further agreed by and between the parties hereto and, without restricting the foregoing indemnity, that in the event proceedings should hereafter be taken in any Court respecting the Pooled Securities, the Pooling Agent shall not be obliged to defend any such action

or submit its rights to the Court until it shall have been indemnified by other good and sufficient security in addition to the indemnity given against its costs of such proceedings.

6.11. Resignation or Termination of Pooling Agent.

- (a) If the Pooling Agent wishes to resign as Pooling Agent in respect of the Pooled Securities, the Pooling Agent shall give notice to the Corporation.
- (b) The Corporation may terminate the services of the Pooling Agent under this Agreement by providing written notice of termination to the Shareholders and the Corporation.
- (c) The resignation or termination of the Pooling Agent shall be effective and the Pooling Agent shall cease to be bound by this Agreement on the date that is 60 days after the date of receipt of the notice referred to in paragraph 6.11(a) or 6.11(b) or on such other date as the Pooling Agent and the Corporation may agree upon, provided that the resignation or termination date must not be less than 10 business days before a release date set forth in paragraph 4.
- (d) If the Pooling Agent resigns or is terminated, the Corporation shall be responsible for ensuring that the Pooling Agent is replaced not later than the effective date of the resignation or termination. the Corporation's appointment of a replacement pooling agent shall be binding on the Corporation and the Shareholders, provided that the replacement pooling agent delivers to the Corporation an executed acknowledgement of this Agreement.
- (e) Upon the effective date of the resignation or termination of the Pooling Agent as described in paragraphs 6.11(c), the Pooling Agent will release the Pooled Securities then held by the Pooling Agent to a new pooling agent as appointed by the Corporation. If the Corporation has not appointed a new pooling agent by the effective date, the Pooling Agent will release the Pooled Securities to a court of competent jurisdiction.

6.12. Additional Provisions.

- (a) The Pooling Agent will be protected in acting and relying reasonably upon any notice, direction, instruction, order, certificate, confirmation, request, waiver, consent, receipt, statutory declaration or other paper or document (collectively referred to as "Documents") furnished to it and purportedly signed by any officer or person required to or entitled to execute and deliver to the Pooling Agent any such Document in connection with this Agreement, not only as to its due execution and the validity and effectiveness of its provisions, but also as to the truth or accuracy of any information therein contained, which it in good faith believes to be genuine.
- (b) The Pooling Agent will not be bound by any notice of a claim or demand with respect thereto, or any waiver, modification, amendment, termination or rescission of this Agreement unless received by it in writing, and signed by the other Parties and, if the duties or indemnification of the Pooling Agent in this Agreement are affected, unless it has given its prior written consent.
- (c) The Pooling Agent may consult with or retain such legal counsel and advisors as it may reasonably require for the purpose of discharging its duties or determining its rights under this Agreement and may rely and act upon the advice of such counsel or advisor. The Pooling Agent will give written notice to the Corporation as soon as practicable that it has retained legal counsel or other advisors. The Corporation will pay or reimburse the Pooling Agent for any reasonable fees, expenses and disbursements of such counsel or advisors.
- (d) In the event of any disagreement arising under the terms of this Agreement, the Pooling Agent will be entitled, at its option, to refuse to comply with any and all demands whatsoever until the dispute is settled either by a written agreement among the Parties or by a court of competent jurisdiction.
- (e) The Pooling Agent will have no duties or responsibilities except as expressly provided in this Agreement and will have no duty or responsibility arising under any other agreement, including any agreement referred to in this Agreement, to which the Pooling Agent is not a party.

- (f) The Pooling Agent will have the right not to act and will not be liable for refusing to act unless it has received clear and reasonable documentation that complies with the terms of this Agreement. Such documentation must not require the exercise of any discretion or independent judgment.
- (g) The Pooling Agent is authorized to cancel any share certificate delivered to it and hold such Shareholder's pooled securities in electronic, or uncertificated form only, pending release of such securities from escrow.
- (h) The Pooling Agent will have no responsibility with respect to any pool securities in respect of which no share certificate or other evidence or electronic or uncertificated form of these securities has been delivered to it, or otherwise received by it.

7. MISCELLANEOUS

7.1 **Construction; Interpretation.** The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Article, section, schedule, exhibit, recital and party references are to this Agreement unless otherwise stated. No party, nor its counsel, shall be deemed the drafter of this Agreement for purposes of construing the provisions of this Agreement, and all provisions of this Agreement shall be construed in accordance with their fair meaning, and not strictly for or against any party.

7.2 **Assignment.** Subject to Section 4 and paragraphs 6.10 and 6.11, neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any party (whether by operation of law or otherwise) without the prior written consent of the Corporation, the Shareholders and the Pooling Agent; provided that the Corporation may assign its rights and obligations to any affiliate, but no such assignment shall relieve such party of its obligations hereunder. This Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and permitted assigns.

7.3 **Governing Law and Attornment.** This Agreement is governed by and interpreted according to the laws of the Province of British Columbia and the laws of Canada, and the parties hereby agree to submit to the jurisdiction of the Courts of British Columbia in connection with any disputes arising hereunder

7.4 **Any Previous Agreement(s) Void.** The parties hereto agree that any pooling agreement executed previously by the undersigned and delivered to the Corporation shall be void and of no further force or effect, it being the intent of the parties that any such pooling agreement, whether in the form of a pooling agreement or lock-up and investment letter, shall be void *ab initio*.

7.5 **Entire Agreement.** Except as expressly provided in this Agreement and the agreements, instruments and other documents contemplated or provided for herein, this Agreement contains the entire agreement between the parties and there are no other terms, conditions, representations or warranties, whether expressed, implied, oral or written, by statute, by common law, by the Corporation, by the Shareholders, or by anyone else.

7.6 **Amendment.** The parties to this Agreement may amend this Agreement only upon agreement by all the parties in writing. For greater clarification, this Agreement shall not be revoked, rescinded or modified as to any of its terms and conditions except by consent in writing signed by all the parties.

7.7 **Enurement.** This Agreement shall enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors and permitted assigns.

7.8 **Additional Documents.** Each of the parties hereto shall execute such further and other documents and instruments and do such further and other things as may be necessary to implement and carry out the intent of this Agreement.

7.9 **Counterparts.** This Agreement may be executed in as many counterparts as may be necessary, each of which so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument.

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

**NATIONAL SECURITIES
ADMINISTRATORS LTD.**

TEVANO SYSTEMS INC.

Per: "David Eppert"

Authorized Signatory

Per: "Eugene Hodgson"

Authorized Signatory

**THOSE PARTIES LISTED IN SCHEDULE "A" TO THIS AGREEMENT, EVIDENCED
BY THEIR SIGNATURES THEREON**

SCHEDULE "A"
POOLED SECURITIES

Corporation

SECURITY HOLDER:

Pooled Securities

Name:	<u>1141582 B.C. Ltd.</u>	<u>1,877,667</u>
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Signature	<u>"Kate Nesbit"</u> Authorized Signatory
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Email Address:	<u>[Redacted]</u>
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Address for Notice:	<u>[Redacted]</u> <u>[Redacted]</u> <u>[Redacted]</u> <u> </u>
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SCHEDULE "A"
POOLED SECURITIES

Individual

SECURITY HOLDER:

Pooled Securities

Name:	<u>Ara Tcholakian</u>	<u>4,064,444</u>
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Signature	<u>"Ara Tcholakian"</u>
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Email Address:	<u>[Redacted]</u>
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Address for Notice:	<u>[Redacted]</u>
	<u>[Redacted]</u>
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SCHEDULE "A"
POOLED SECURITIES

Corporation

SECURITY HOLDER:		Pooled Securities
Name:	<u>INEX USA.</u>	<u>2,480,000</u>
Signature	<u>“Slawek Wesierski”</u> Authorized Signatory	
Email Address:	<u>[Redacted]</u>	
Address for Notice:	<u>[Redacted]</u> <u>[Redacted]</u> <u></u> <u></u>	

SCHEDULE "A"
POOLED SECURITIES

Corporation

SECURITY HOLDER:		Pooled Securities
Name:	<u>1258531 B.C. Ltd.</u>	<u>3,231,111</u>
Signature	<u>"Laura Khorchidian"</u> Authorized Signatory	
Email Address:	<u>[Redacted]</u>	
Address for Notice:	<u>[Redacted]</u>	
	<u>[Redacted]</u>	
	<u>[Redacted]</u>	
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SCHEDULE "A"
POOLED SECURITIES

Individual

SECURITY HOLDER:

Pooled Securities

Name:	<u>John Welsh</u>	<u>83,334</u>
Signature	<u>“John Welsh”</u>	
Email Address:	<u>[Redacted]</u>	
Address for Notice:	<u>[Redacted]</u>	
	<u>[Redacted]</u>	
	<u>[Redacted]</u>	
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SCHEDULE "A"
POOLED SECURITIES

Corporation

SECURITY HOLDER:		Pooled Securities
Name:	<u>0915034 B.C. Ltd.</u>	<u>1,333,333</u>
Signature	<u>“John Welsh”</u> Authorized Signatory	
Email Address:	<u>[Redacted]</u>	
Address for Notice:	<u>[Redacted]</u> <u>[Redacted]</u> <u>[Redacted]</u> <u> </u>	

SCHEDULE "A"
POOLED SECURITIES

Individual

SECURITY HOLDER:		Pooled Securities
Name:	<u>John Benjamin Sawchuk</u>	<u>2,500,000</u>
Signature	<u>“John Benjamin Sawchuk”</u>	
Email Address:	<u>[Redacted]</u>	
Address for Notice:	<u>[Redacted]</u>	
	<u>[Redacted]</u>	
	<u>[Redacted]</u>	
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SCHEDULE "A"
POOLED SECURITIES

Corporation

SECURITY HOLDER:		Pooled Securities
Name:	Sawchuk International Real Estate Services Inc.	3,500,000
Signature	“Ben Sawchuk” Authorized Signatory	
Email Address:	[Redacted]	
Address for Notice:	[Redacted]	
	[Redacted]	

SCHEDULE "A"
POOLED SECURITIES

Corporation

SECURITY HOLDER:

Pooled Securities

Name:	<u>0941504 B.C. Ltd.</u>	<u>1,397,777</u>
Signature	<u>“Alana Brandson”</u> Authorized Signatory	
Email Address:	<u>[Redacted]</u>	
Address for Notice:	<u>[Redacted]</u> <u>[Redacted]</u> <u>[Redacted]</u> <u> </u>	

SCHEDULE "A"
POOLED SECURITIES

Corporation

SECURITY HOLDER:		Pooled Securities
Name:	<u>Cernetig Holdings Inc.</u>	<u>500,000</u>
Signature	<u>“Miro Cernetig”</u> <u>Authorized Signatory</u>	
Email Address:	<u>[Redacted]</u>	
Address for Notice:	<u>[Redacted]</u> <u>[Redacted]</u> <u>[Redacted]</u> <u></u>	

SCHEDULE "B"

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

To: National Securities Administrators Ltd.
760 - 777 Hornby Street
Vancouver, BC, V6Z 1S4

I, the undersigned, acknowledge that:

- (a) I have entered into an agreement with _____ under which _____ shares of common stock of Tevano Systems Inc. (the "**Pooled Securities**") will be transferred to me subject to receipt of all necessary approvals, if applicable, and
- (b) the Shares are held in pool subject to a Voluntary Pooling Agreement with an effective date of August ____ 2020 (the "**Pooling Agreement**"), a copy of which is attached as Schedule "A" to this acknowledgment.

In consideration of \$1.00 and other good and valuable consideration (the receipt and sufficiency of which is acknowledged), I agree (effective upon receipt of all necessary approval of the transfer to me of the Pooled Securities, if applicable) to be bound by the Pooling Agreement in respect of the Shares as if I were an original signatory to the Pooling Agreement.

Dated at _____, this ____ day of _____, 20____.

Where the transferee is an individual:

SIGNED, SEALED & DELIVERED by)

_____ in the)
presence of:)

_____)
Signature of Witness)

_____)
Print Witness Name)

_____)
Address)

(signature of transferee)