

## SHARE PURCHASE AGREEMENT

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**THIS SHARE PURCHASE AGREEMENT (HEREIN, THE “AGREEMENT”)** is made as of November 29, 2022 (the “**Effective Date**”).

**AMONG:**

**GLOBAL CARE CAPITAL INC.**, a company incorporated under the laws of British Columbia, with a head office address at 303 – 595 Howe Street, Vancouver, BC V6C 2T5

(the “**Purchaser**”)

**AND:**

**MK HIGHWAY CORP.**, a company incorporated under the laws of British Columbia, with a registered and records office at 800 – 885 West Georgia St., Vancouver, BC V6C 3H1.

(the “**Company**”)

**AND:**

**THE PARTIES SET OUT IN EXHIBIT “A” HERETO**

(the “**Vendors**”)

(Purchaser, the Company, and the Vendors, each a “**Party**” and together, the “**Parties**”)

**WHEREAS** the Vendors own all of the outstanding securities in the capital of the Company, and the Vendors wish to sell the same to the Purchaser, and the Purchaser wishes to purchase the same from the Vendors, subject to the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **INTERPRETATION**

1.1 **Definitions.** The following terms have the meanings specified below:

- (a) “**Action**” means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of assessment, notice of reassessment, proceeding, litigation, summons, subpoena or investigation of any nature, civil, criminal, administrative, investigative, regulatory or otherwise, whether at law or in equity;
- (b) “**Affiliate**” when used to indicate a relationship with a specified Person, means a Person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such specified Person and a Person shall be deemed to be controlled by another Person if controlled in any manner whatsoever that results in control in fact by that other Person (or that other Person and any Person or Persons with whom that other Person is acting jointly or in concert), whether directly or indirectly. For the purposes of this definition, “control”, when used with respect to any specified Person, means the power to direct the management and policies of that Person directly or indirectly, whether through ownership of securities, by trust, by contract or otherwise; and the term “controlled” has a corresponding meaning; *except that*, in any event, any Person that owns directly, indirectly or beneficially 50% or more of the securities having voting power for the election

of directors or other governing body of a corporation or 50% or more of the partnership interests or other ownership interests of any other Person will be deemed to control that Person;

- (c) **“Acquisition Proposal”** means any inquiry, proposal or offer from any Person (other than the Purchaser or any of its Affiliates) relating to the direct or indirect disposition, whether by sale, license, amalgamation or otherwise, of all or any portion of the Target Business or the Purchased Shares, including any sale of all or substantially all of the assets of the Company;
- (d) **“Applicable Securities Laws”** means all securities and corporate laws, rules, regulations, instruments, notices, blanket orders, decision documents, statements, circulars, procedures and policies that are applicable to the Purchaser;
- (e) **“Board”** means all of the directors of the Purchaser;
- (f) **“Books and Records”** means: (a) all of the Company’s books of account, accounting records and other financial data and information; (b) the corporate records of the Company; (c) all services and purchase records, lists of suppliers and customers, formulae, business, engineering and consulting reports and research and development information of, or relating to, the Company or the Target Business; and (d) all other books, documents, files, records, correspondence, data and information, financial or otherwise, that are in the possession or under the control of the Company or its Affiliates, including all data and information stored electronically or on computer related media;
- (g) **“Business Day”** means any day except Saturday, Sunday or any other day on which banks located in Vancouver, British Columbia are authorized or required by Law to be closed for business.
- (h) **“Claim”** means the assertion or commencement of any Action;
- (i) **“Closing”** means the consummation of the transactions contemplated by this Agreement as of the Closing Date;
- (j) **“Closing Date”** means December 1, 2022, or such other date as the Parties may agree;
- (k) **“Consideration Shares”** has the meaning ascribed to it in Section 2.1(a);
- (l) **“Consideration Warrants”** has the meaning ascribed to is in Section 2.1(b);
- (m) **“Contracts”** means all contracts, leases, deeds, mortgages, licences, instruments, notes, commitments, undertakings, indentures, joint ventures and all other agreements, commitments and legally binding arrangements, whether written or oral;
- (n) **“DRS Statement”** means, in relation to the Consideration Shares and the Lavrium Shares, written evidence from the book of entry of the issuance or holding of such shares issued to the holder by the transfer agent;
- (o) **“Encumbrance”** means any encumbrance or restriction of any kind or nature whatsoever and howsoever arising (whether registered or unregistered) and includes a security interest, mortgage, easement, adverse ownership interest, defect on title, condition, right of first refusal, right of first offer, right-of-way, encroachment, building or use restriction, conditional sale agreement, lien, hypothec, pledge, deposit by way of security, hypothecation, assignment, charge, security under any applicable legislation, trust or deemed trust, voting trust or pooling agreement with respect to securities, any adverse claim, grant of any exclusive license or sole license, or any other right, option or claim of others of any kind whatsoever, and includes any agreement to give any of the foregoing in the future, and any subsequent sale or other title retention agreement or lease in the nature thereof, affecting the Company, the Purchased Shares, or the Target Business;
- (p) **“Exchange”** means any exchange on which the Purchaser’s securities may be listed;
- (q) **“GAAP”** means generally accepted accounting principles, as in effect at such time;

- (r) **“Governmental Authority”** means: (a) any court, tribunal, judicial body or arbitral body or arbitrator; (b) any domestic or foreign government or supranational body or authority whether multinational, national, federal, provincial, territorial, state, municipal or local and any governmental agency, governmental authority, governmental body, governmental bureau, governmental department, governmental tribunal or governmental commission of any kind whatsoever; (c) any subdivision or authority of any of the foregoing; (d) any quasi-governmental or private body or public body exercising any regulatory, administrative, expropriation or taxing authority under or for the account of the foregoing; and (e) any public utility authority;
- (s) **“Governmental Order”** means any order, writ, judgment, injunction, decree, stipulation, determination, award, decision, sanction or ruling entered by or with any Governmental Authority;
- (t) **“Intellectual Property”** means all intellectual property and industrial property rights and assets, and all rights, interests and protections that are associated with, similar to, or required for the exercise of, any of the foregoing, however arising, under the Laws of any jurisdiction throughout the world, whether registered or unregistered, including any and all: (i) trademarks, service marks, brand names, logos, trade dress, design rights and other similar designations of source, sponsorship, association or origin, together with the goodwill connected with the use of and symbolized by, and all registrations, applications and renewals for, any of the foregoing; (ii) all business names, corporate names, telephone numbers and other communication addresses owned or used by the Vendors in the Target Businesses; (iii) internet domain names, whether or not trade-marks, registered in any top-level domain by any authorized private registrar or Governmental Authority, web addresses, web pages, websites and related content, accounts with Twitter®, Facebook® and other internet companies and the content found thereon and related thereto, and URLs; (iv) works of authorship, expressions, designs and design registrations, whether or not copyrightable, including copyrights, author, performer and moral rights, and all registrations, applications for registration and renewals of such copyrights; (v) all industrial designs and applications for registration of industrial designs and industrial design rights, design patents and industrial design registrations owned or used by either of the Vendors in the Target Businesses; (vi) inventions, discoveries, trade secrets, processes, plans, methodologies, designs, architectures, research data, drawings, notes, laboratory books and protocols, business and technical information and know-how, databases, data collections and other confidential and proprietary information and all rights therein; (vii) patents (including all patent registrations, reissues, divisional applications or analogous rights, continuations and continuations-in-part, re-examinations, renewals, substitutions and extensions thereof), patent applications, and other patent rights and any other Governmental Authority issued indicia of invention ownership (including inventor’s certificates and patent utility models), and the rights to file patent applications for the items described in in this paragraph in any country of the world; (viii) software; (ix) integrated circuit topographies and mask works; (x) royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and (xi) all rights to any Actions of any nature available to or being pursued by either of the Vendors or Company to the extent related to the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, accounting, restitution and injunctive relief for infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief, and to collect, or otherwise recover, any such damages and accounting;
- (u) **“Interim Period”** means the period of time from and including the Effective Date to the Closing Date;
- (v) **“IP Agreements”** means all licences, sub-licences, consent to use agreements, settlements, coexistence agreements, covenants not to sue, permissions and other Contracts (including any right to receive or obligation to pay royalties or any other consideration), whether written or oral, relating to any Intellectual Property that is used in or necessary for the development or conduct of the Target Businesses to which the Company or Vendors is a party, beneficiary or otherwise bound;

- (w) **“IP Assets”** means all Intellectual Property that is owned by the Company that is used in or necessary for the pursuit or operation of the Target Businesses;
- (x) **“IP Prosecution Materials”** means all materials concerning the Target Businesses related to the drafting, filing, or negotiation of Intellectual Property registrations with any Governmental Authority;
- (y) **“IP Registrations”** means all IP Assets that are subject to any issuance, registration, application or other filing by, to or with any Governmental Authority or authorized private registrar in any jurisdiction, including registered trademarks, domain names, copyrights, industrial designs, issued and reissued patents and pending applications for any of the foregoing;
- (z) **“Lavrium”** means Lavrium LLC, a Delaware limited liability company;
- (aa) **“Lavrium Option Agreement”** means the option agreement among the Company, Lavrium and the Securityholders dated July 8, 2022 as amended July 12, 2022, October 12, 2022 and November 17, 2022;
- (bb) **“Lavrium Shares”** has the meaning ascribed to it in Section 2.2(d);
- (cc) **“Law”** means all laws, statutes, codes, ordinances, decrees, rules, regulations, by laws, statutory rules, principles of law, published policies and guidelines, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings or awards, including general principles of common and civil law, and terms and conditions of any grant of approval, permission, authority or license of any Governmental Authority, statutory body or self regulatory authority, and the term “applicable” with respect to such Laws and in the context that refers to one or more Persons, means that such Laws apply to such Person or Persons or its or their business, undertaking, property or securities and emanate from a Governmental Authority (or any other Person) having jurisdiction over the aforesaid Person or Persons or its or their business, undertaking, property or securities;
- (dd) **“Liabilities”** means liabilities, obligations or commitments of any nature whatsoever, asserted or unasserted, known or unknown, absolute or contingent, accrued or unaccrued, matured or unmatured, or otherwise;
- (ee) **“Losses”** means losses, damages, liabilities, deficiencies, Actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including legal fees, disbursements and charges on a solicitor-client basis and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers;
- (ff) **“Material Adverse Effect”** means any event, occurrence, fact, condition or change that is, or could reasonably be expected to become, individually or in the aggregate, materially adverse to (a) the business, results of operations, condition (financial or otherwise) or assets of the Company, or (b) the ability of the Vendors to consummate the transactions contemplated hereby on a timely basis;
- (gg) **“Non-Resident Vendors”** means those Vendors identified in the attached Exhibit “A” as being non-residents of Canada for the purposes of the Tax Act
- (hh) **“Ordinary Course”**, when used in relation to the conduct of the Company, means any transaction that constitutes an ordinary day-to-day business activity of the Company conducted in a manner consistent with past practice;
- (ii) **“Party”** has the meaning ascribed thereto in the Recitals;
- (jj) **“Permits”** means all permits, licences, franchises, approvals, authorizations, registrations, certificates, variances, exemptions, and similar rights obtained, or required to be obtained, from Governmental Authorities;

- (kk) **“Person”** means an individual, corporation, company, limited liability company, body corporate, partnership, joint venture, Governmental Authority, unincorporated organization, trust, association or other entity;
- (ll) **“Proportionate Share”** means, with respect to each Vendors, the proportion (expressed as a percentage) set out opposite that Vendor’s name in the third column of the table in Exhibit C;
- (mm) **“Purchased Shares”** means 100% of the issued and outstanding shares in the capital of the Company as at the Closing Date;
- (nn) **“Representatives”** means, with respect to any Person, any and all directors, officers, employees, consultants, financial advisors, legal counsel, accountants and other agents of such Person;
- (oo) **“Securityholders”** means the members of Lavrium,
- (pp) **“Target Business”** means the businesses carried on by the Company as of the Effective Date;
- (qq) **“Tax”** or **“Taxes”** means all taxes, surtaxes, duties, levies, imposts, fees, assessments, reassessments, withholdings, dues and other charges of any nature, imposed or collected by any Governmental Authority, whether disputed or not, including federal, provincial, territorial, state, municipal and local, foreign and other income, franchise, capital, real property, personal property, withholding, payroll, health, transfer, value added, alternative, or add on minimum tax including GST, sales, use, consumption, excise, customs, anti-dumping, countervail, net worth, stamp, registration, franchise, payroll, employment, education, business, school, local improvement, development and occupation taxes, duties, levies, imposts, fees, assessments and withholdings and Canada Pension Plan and Québec Pension plan contributions, employment insurance premiums and all other taxes and similar governmental charges, levies or assessments of any kind whatsoever imposed by any Governmental Authority in any jurisdiction including any installment payments, interest, penalties or other additions associated therewith, whether or not disputed;
- (rr) **“Tax Act”** means the *Income Tax Act* (Canada);
- (ss) **“Tax Return”** means all reports, returns, information returns, claims for refunds, elections, designations, estimates, reports and other documents, including any schedule or attachments thereto, filed or required to be filed or supplied to any Governmental Authority in respect of Taxes and including any amendment thereof or attachment thereto;
- (tt) **“Third-Party Claim”** means the assertion or commencement of any Action made or brought by any Person who is: (i) not a Party to this Agreement; (ii) not an Affiliate of a Party to this Agreement; and (iii) not a Representative of the foregoing;
- (uu) **“Trading Restriction”** means, commencing on the date hereof up until and including the Outside Date (or extension thereof) any event, occurrence or requirement which upon the occurrence thereof and whether as a result of the Purchaser’s acts, omissions or otherwise, prohibits, restricts or otherwise prevents any shareholder of the Purchaser from freely trading the Consideration Shares on or through the facilities of the Exchange or otherwise, and shall include, without limitation, the Purchaser’s securities being halted, suspended or de-listed, or otherwise subject to resale restrictions or hold periods imposed, by the Exchange or pursuant to any order or ruling by a securities regulatory authority ceasing trading in the Purchaser’s securities;
- (vv) **“Transaction”** means the acquisition by the Purchaser from the Vendors of the Purchased Shares pursuant to the terms of this Agreement;
- (ww) **“Transaction Documents”** means this Agreement, and all other agreements, instruments, share certificates and documents required to be delivered at the Closing;

- (xx) "**United States**" means the United States of America, its territories and possessions, any state of the United States and the District of Columbia;
- (yy) "**U.S. Person**" means a U.S. person as defined in Rule 902(k) of Regulation S under the U.S. Securities Act;
- (zz) "**U.S. Securities Act**" means the United States Securities Act of 1933, as amended;
- (aaa) "**U.S. Vendor**" means (i) a U.S. Person, (ii) any person who receives or received an offer of the Consideration Securities while in the United States; (iii) any person acquiring the Consideration Securities on behalf of, or for the account or benefit of any U.S. Person or any person in the United States, or (iv) any person who is or was in the United States at the time when such person executed or delivered this Agreement; and
- (bbb) "**Warranties**" means the representations and warranties of the Company and the Vendors referred to in Section 4 of this Agreement and "**Warranty**" shall be construed accordingly.

1.2 Schedules and Exhibits. The following schedules are attached to and incorporated in this Agreement by reference and deemed to be part of this Agreement:

- (a) Exhibit A – Vendors;
- (b) Exhibit B – Vendors and the Purchased Shares; and
- (c) Exhibit C – Purchase Price Allocation.
- (d) Exhibit D – Allocation of Lavrium Shares
- (e) Exhibit E – Allocation of Lavrium Shares
- (f) Exhibit F – U.S. Representation Letter for U.S. Vendors

## 2. **PURCHASE AND SALE**

2.1 Purchase and Sale of Shares and Restrictions on Resale. Subject to the terms and conditions set forth herein, at the Closing, the Vendors shall sell to the Purchaser, and the Purchaser shall purchase from the Vendors, the Purchased Shares, free and clear of all Encumbrances, in consideration of the following:

- (a) on the Closing Date the Purchaser shall issue to the Vendors 216,000,000 shares in the capital of the Purchaser at a deemed price of \$0.05 CAD per share, having an aggregate deemed value of CAD\$10,800,000.00, subject to the policies of the applicable Exchange and Applicable Securities Laws (the "**Consideration Shares**");
- (b) on the Closing Date, the Purchaser shall issue to the Vendors 108,000,000 share purchase warrants (each, a "**Consideration Warrant**"), entitling the holder thereof to acquire one common share in the capital of the Purchaser at a price of \$0.05 per share (a "**Consideration Warrant Share**") for a period of two (2) years from the date of issuance of the Consideration Warrants. The Consideration Warrants shall be issued on the Closing Date to each Vendor in accordance with the allocation set out among them in Exhibit C. The Consideration Shares, Consideration Warrants and Consideration Warrant Shares are collectively referred to herein as the "**Consideration Securities**".
- (c) the transfer of the Purchased Shares and the issuance of the Consideration Securities, in exchange therefor, will be made pursuant to appropriate 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 Applicable Securities Laws;

- (d) as a consequence of acquiring the Consideration Securities pursuant to the Exemptions:
- (i) the Vendors will be restricted from using certain of the civil remedies available under the Applicable Securities Laws;
  - (ii) the Vendor may not receive information that might otherwise be required to be provided to the Vendor, and the Purchaser is relieved from certain obligations that would otherwise apply under Applicable 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 Consideration Securities;
  - (iv) there is no government or other insurance covering the Consideration Securities; and
  - (v) an investment in the Consideration Securities is speculative and of high risk;
- (e) although no hold periods are currently expected to be applicable, the certificates representing the Consideration Securities will bear such legends as required by Applicable Securities Laws and the policies of the Exchange and it is the responsibility of the Vendor to find out what those restrictions are and to comply with them before selling the Consideration Securities; and
- (f) the Vendor is knowledgeable of, or has been independently advised as to, the Applicable Securities Laws of that jurisdiction which apply to the sale of the Purchased Shares and the issuance of the Consideration Securities and which may impose restrictions on the resale of such Consideration Securities in that jurisdiction and it is the responsibility of the Vendor to find out what those resale restrictions are, and to comply with them before selling the Consideration Securities.

All of the Consideration Shares and Consideration Warrants shall be issued to each Vendor in accordance with the allocation set out among them in Exhibit C.

2.2 Exercise of Option. On or before the March 31, 2023 (the “**Outside Date**”):

- (a) provided that a Trading Restriction has not occurred with respect to the Consideration Shares, the Vendors shall deliver or cause to be delivered to the Company, on a *pro rata* basis or otherwise, a certified cheque, bank draft or wire transfer in the aggregate amount that is sufficient to satisfy the Cash Payment (as defined and set out in section 1.1(a) of the Lavrium Option Agreement), less the Option Deposit Fee (as defined in the Lavrium Option Agreement) and less the additional deposit paid by the Company to Lavrium of CDN\$80,000, which Cash Payment totals US\$1,146,015.36 (the “**Net Lavrium Cash Payment**”);
- (b) upon receipt by the Company of the proceeds representing the Net Lavrium Cash Payment from the Vendors, all of which funds shall be received on or before the dates required to comply with the Lavrium Option Agreement, the Company shall pay to Lavrium the Net Lavrium Cash Payment, in cash;
- (c) the Company shall pay Lavrium, by certified cheque, bank draft or wire transfer, the sum of US\$76,557.06, representing the Reimbursement (as defined in the Lavrium Option Agreement), less closing costs of CDN\$25,600;
- (d) concurrently with the payment by the Company of the Net Lavrium Cash Payment, the Purchaser shall issue to the Securityholders (as defined in the Lavrium Option Agreement), in accordance with the allocation set out in Exhibit D attached hereto, 11,000,000 common shares in the capital of the Purchaser (the “**Lavrium Shares**”), at a deemed price of CDN\$0.05 per share, which Lavrium Shares shall represent the Share Payment (as defined in the Lavrium Option Agreement), and

- (e) upon payment of the Net Lavrium Cash Payment by the Company and issuance of the Lavrium Shares to the Securityholders by the Purchaser, the Purchaser shall provide written notice to Lavrium, as set out in section 2.1 of the Lavrium Option Agreement, to exercise the Option.
- 2.3 **Failure to Exercise Option - Return of Consideration Shares and Unexercised Consideration Warrants.** If the Company fails to exercise the Option on or before the Outside Date (or any extension thereof) and the Lavrium Option Agreement is terminated and the Option expires without exercise, other than as a result of any act or omission by the Purchaser or as a result of a Trading Restriction occurring or in existence during all or any period of the Option, the Vendors shall return, and agree to return, the Consideration Shares to the Purchaser within sixty (60) business days after the Lavrium Option Agreement has been terminated. If the Company fails to exercise the Option as set out herein and the Option expires without being exercised as a result of a Trading Restriction or any act or omission by the Purchaser, the Vendors shall only be required to return to the Purchaser such number of Consideration Shares and any unexercised Consideration Warrants held by the Vendor on the date that the Lavrium Option Agreement has been terminated without exercise, and upon doing so, shall have no further obligation or liability to the Purchaser.
3. **CLOSING**
- 3.1 **Closing.** Subject to the terms and conditions of this Agreement, Closing shall occur on the Closing Date.
- 3.2 **The Vendors' Closing Deliverables.** At the Closing, the Vendors shall deliver to the Purchaser the following:
- (a) share certificates representing the Purchased Shares, free and clear of all Encumbrances, duly endorsed in blank or accompanied by forms of share transfers or other instruments of transfer duly executed in blank to the Purchaser;
  - (b) an updated central securities register of the Company showing the Purchaser as the registered holder of the Purchased Shares and the sole shareholder of the Company;
  - (c) with respect to U.S. Vendors, the U.S Representation Letter attached hereto as Exhibit "E";
  - (d) such other deliverables as are required to be delivered by the Vendors pursuant to Section 7.1; and
  - (e) such other customary instruments, filings or documents, in form and substance reasonably satisfactory to the Purchaser, as may be required to give effect to this Agreement.
- 3.3 **The Purchaser's Closing Deliverables.** At Closing, the Purchaser shall deliver to the Vendors the following:
- (a) a share certificate or a DRS Statement representing the Consideration Shares;
  - (b) certificates representing the Consideration Warrants;
  - (c) the Purchaser Closing Certificate;
  - (d) certified copies of resolutions of the directors of the Purchaser (the "**Purchaser Resolutions**") approving the transactions contemplated by this Agreement, including, without limitation, the purchase of the Purchased Shares, and the execution and delivery of this Agreement, the other Transaction Documents, and all other documents, instruments and agreements required to be executed and delivered by the Purchaser pursuant to this Agreement in such form and content as the Vendors may require, acting reasonably;
  - (e) such other deliverables as are required to be delivered by the Purchaser pursuant to Section 7.2; and
  - (f) such other customary instruments, filings or documents, in form and substance reasonably satisfactory to the Vendors, as may be required to give effect to this Agreement.
4. **REPRESENTATIONS AND WARRANTIES OF THE COMPANY AND THE VENDORS**



Each of the Company and the Vendors hereby represents and warrants, jointly and severally, to the Purchaser, and hereby acknowledges that the Purchaser is relying upon these representations and warranties in connection with entering into this Agreement and agreeing to complete the Transaction, as follows:

- 4.1 Authority. Each of the Company and the Vendors has all necessary corporate power, authority and capacity to enter into this Agreement and all other agreements and instruments to be executed by them as contemplated by this Agreement, and to perform their respective obligations hereunder and under such other agreements and instruments. The execution and delivery of this Agreement by each of the Company and the Vendors and the completion by them of the Transaction have been authorized by the directors of the Company and the Vendors and, subject to the execution of this Agreement by the Vendors, no other corporate proceedings on the part of the Company or the Vendors are necessary to authorize this Agreement or the completion by the Company and the Vendors of the Transaction. This Agreement has been executed and delivered by the Company and the Vendors and constitutes a legal, valid and binding obligation of each of them, enforceable against them in accordance with its terms, subject to bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium and other applicable Laws relating to or affecting creditors' rights generally, and to general principles of equity. The execution and delivery by the Company and the Vendors of this Agreement and the performance by the Company and the Vendors of its obligations hereunder and the completion of the Transaction, do not and will not result in a violation, contravention or breach or constitute a default under, or entitle any party to terminate, accelerate, modify or call any obligations or rights under, require any consent to be obtained under or give rise to any termination rights under any agreement, including any provision of:
- (a) the constating documents of the Company or the Vendors;
  - (b) any applicable Law, or
  - (c) any credit arrangement, note, bond, mortgage, indenture, deed of trust, lease, franchise, concession, easement, contract, agreement, licence, permit or other instrument to which the Company or the Vendors is bound or is subject to or of which the Company or the Vendors is the beneficiary,
- in each case, which would, individually or in the aggregate, have a Material Adverse Effect on the Company.
- 4.2 Organization. The Company has been incorporated and, validly exists under the laws of its governing jurisdiction and is in good standing under applicable corporate laws and has full corporate and legal power and authority to own its assets and to conduct the Target Business as currently owned and conducted. The Company is registered, licensed, or otherwise qualified in each jurisdiction where the nature of its business or the location or character of the assets owned or leased by it requires it to be so registered, licensed or otherwise qualified.
- 4.3 Subsidiaries and Other Interests. The Company has no subsidiaries and does not own any securities issued by, or any equity or ownership interest in, any other Persons.
- 4.4 Title to Purchased Shares. The Vendors hold clear legal and beneficial title to the Purchased Shares, free of all Encumbrances.
- 4.5 Residence. Except for the Non-Resident Vendors, the Vendor is not a "non-resident" of Canada within the meaning of the Tax Act.
- 4.6 U.S. Securities Matters. Unless the Vendor is a U.S. Vendor and has completed and delivered a U.S. Representation Letter for U.S. Shareholders in the form attached hereto as Exhibit "E" (in which case the Vendor makes the representations, warranties and covenants therein):
- (a) the offer to purchase the Vendor's Purchased Shares was not made to the Vendor when either the Vendor or any beneficial purchaser for whom it is acting, if applicable, was in the United States;

- (b) the Vendor is not a U.S. Person, is not in the United States and is not acquiring the applicable Consideration Securities on behalf of, or for the account or benefit of, a U.S. Person or a person in the United States;
- (c) at the time this Agreement was executed and delivered by the Vendor, the Vendor was outside the United States;
- (d) if the Vendor is a corporation or entity, (A) a majority of the Vendor's voting equity is beneficially owned by persons resident outside the United States; and (B) the Vendor 's affairs are wholly controlled and directed from outside of the United States;
- (e) the Vendor or any beneficial purchaser for whom it is acting, if applicable, has no intention to distribute either directly or indirectly any of the Consideration Securities in the United States, except in compliance with the U.S. Securities Act; and
- (f) the current structure of this transaction and all transactions and activities contemplated in this Agreement is not a scheme by the Vendor to avoid the registration requirements of the U.S. Securities Act and any applicable state securities laws;

4.7 Non-Resident Vendors. Non-Resident Vendors represent, warrant and/or acknowledge, as applicable, that:

- (a) the Consideration Securities issuable hereunder have not been and will not be registered under the securities laws of any foreign jurisdiction and that the issuance of the Consideration Securities pursuant to the terms of this Agreement is being made in reliance on applicable exemptions; and
- (b) the receipt of the Consideration Securities by Non-Resident Vendors does not contravene any of the applicable securities legislation in the jurisdiction in which it is resident and does not trigger: (i) any obligation to prepare and file a prospectus or similar document, or any other report with respect to such transfer; and (ii) any registration or other obligation on the part of Purchaser.

## 5. **REPRESENTATIONS AND WARRANTIES OF THE PURCHASER**

The Purchaser hereby represents and warrants to the Vendors, and hereby acknowledges that the Vendors are relying upon these representations and warranties in connection with entering into this Agreement and agreeing to complete the Transaction, as follows:

5.1 Corporate Status of the Purchaser. The Purchaser has been incorporated and, validly exists under the laws of its governing jurisdiction and is in good standing under applicable corporate laws and has full corporate and legal power and authority to own its assets and to conduct its business as currently owned and conducted.

5.2 Authority of the Purchaser. The Purchaser has all necessary corporate power, authority and capacity to enter into this Agreement and all other agreements and instruments to be executed by the Purchaser as contemplated by this Agreement, and to perform its obligations hereunder and under such other agreements and instruments. The execution and delivery of this Agreement by the Purchaser and the completion by the Purchaser of the Transaction have been authorized by the directors of the Purchaser and no other corporate proceedings on the part of the Purchaser are necessary to authorize this Agreement or the completion by the Purchaser of the Transaction. This Agreement has been executed and delivered by the Purchaser and constitutes a legal, valid and binding obligation of the Purchaser, enforceable against the Purchaser in accordance with its terms, subject to bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium and other applicable Laws relating to or affecting creditors' rights generally, and to general principles of equity. The execution and delivery by the Purchaser of this Agreement and the performance by the Purchaser of its obligations hereunder and the completion of the Transaction, do not and will not result in a violation, contravention or breach or constitute a default under, or entitle any party to terminate, accelerate, modify or call any obligations or rights under, require any consent to be obtained under or give rise to any termination rights under any provision of:

- (a) the constating documents of the Purchaser;

- (b) any applicable Law, or
- (c) any credit arrangement, note, bond, mortgage, indenture, deed of trust, lease, franchise, concession, easement, contract, agreement, licence, permit or other instrument to which the Purchaser is bound or is subject to or of which the Purchaser is the beneficiary,

in each case, which would, individually or in the aggregate, have a Material Adverse Effect on the Purchaser.

- 5.3 Capitalization. Purchaser is authorized to issue an unlimited number of common shares. As of the date of this Agreement, there are 432,746,196 common shares in the Purchaser outstanding. All outstanding common shares in the Purchaser have been authorized and are validly issued and outstanding as fully paid and non-assessable shares, free of pre-emptive rights.
- 5.4 Consents. Other than as required under Applicable Securities Laws or the policies of the applicable Exchanges, no consent, approval, order or authorization of, or declaration or filing with, any Governmental Authority is required to be obtained by the Purchaser in connection with the execution and delivery of this Agreement or the completion by the Purchaser of the Transaction other than consents, approvals, orders, authorizations, declarations or filings which, if not obtained, would not, individually or in the aggregate, have a Material Adverse Effect on the Purchaser or the Transaction.
- 5.5 Material Changes. Since the effective date of the letter of intent, and other than in the Ordinary Course consistent with past practice, there has not been, with respect to the Purchaser, any:
  - (a) event, occurrence or development that has had, or could reasonably be expected to have, individually or in the aggregate, a material adverse effect on the Purchaser's business;
  - (b) amendment of the constating documents of the Purchaser or split, consolidation or reclassification of any shares in the Purchaser;
  - (c) material change in any method of accounting or accounting practice of the Purchaser or in the Purchaser's cash management practices and its policies, practices and procedures with respect to collection of accounts receivable, establishment of reserves for uncollectible accounts, accrual of accounts receivable, inventory control, prepayment of expenses, payment of trade accounts payable, accrual of other expenses, deferral of revenue and acceptance of customer deposits;
  - (d) adoption of any amalgamation, arrangement, reorganization, liquidation or dissolution or the commencement of any proceedings by the Purchaser or its creditors seeking to adjudicate the Purchaser as bankrupt or insolvent, making a proposal with respect to the Purchaser under any Law relating to bankruptcy, insolvency, reorganization, arrangement or compromise of debts or similar laws, appointment of a trustee, receiver, receiver-manager, agent, custodian or similar official for the Purchaser or for any substantial part of its assets;
  - (e) action by the Purchaser to make, change or rescind any tax election, amend any Tax Return or take any position on any Tax Return, take any action, omit to take any action or enter into any other transaction that would have the effect of increasing the tax liability or reducing any tax asset or attribute of the Purchaser;
  - (f) any Contract to do any of the foregoing, or any action or omission that would result in any of the foregoing.
- 5.6 Directors' Approval. The directors of the Purchaser have unanimously authorized the entering into of this Agreement, and the performance of the Purchaser's obligations hereunder.
- 5.7 Exchange Listing. The issued and outstanding shares of the Purchaser are listed and posted for trading on the applicable Exchanges.
- 5.8 No Cease Trade. The Purchaser is not subject to any cease trade or other order of the applicable Exchange

or other securities authority and, to the knowledge of the Purchaser, no investigation or other proceedings involving the Purchaser that may operate to prevent or restrict trading of any securities of the Purchaser are currently in progress or pending before the applicable Exchange or other securities authority.

- 5.9 Full disclosure. No representation or warranty by the Purchaser in this Agreement or any certificate or other document furnished or to be furnished to the Vendors under this Agreement contains or will contain any untrue statement of a material fact, or omits to state a material fact necessary to make the statements contained therein, in light of the circumstances in which they are made, not misleading.

## 6. COVENANTS

- 6.1 Conduct of Business Before the Closing. During the Interim Period, except as otherwise provided in this Agreement or consented to in writing by the Purchaser (which consent shall not be unreasonably withheld or delayed), the Company shall conduct the Target Business in the Ordinary Course consistent with past practice.

- 6.2 Access to Information. During the Interim Period, the Company shall (a) afford the Purchaser and its Representatives reasonable access to and the right to inspect all of the properties, assets, premises, Books and Records, Contracts and any other documents and data related to the Target Business requested by the Purchaser; (b) furnish the Purchaser and its Representatives with such financial, operating and other data and information related to the Target Business as the Purchaser or any of its Representatives may reasonably request; and (c) instruct the Representatives of the Company to cooperate with the Purchaser in its investigation of the Target Business. Any investigation under this Section 6.2 shall be conducted in such manner as not to interfere unreasonably with the conduct of the Target Business. No investigation by the Purchaser or other information received by the Purchaser shall operate as a waiver or otherwise affect any representation, warranty or agreement given or made by the Vendors in this Agreement.

- 6.3 Confidentiality. From and after the Effective Date, each Party (in this section, the “**Receiving Party**”) shall hold, and shall use its commercially reasonable efforts to cause its Representatives to hold, in confidence any and all information, whether written or oral, concerning the other Parties (the “**Disclosing Parties**”), their businesses and assets, except to the extent that such the Receiving Party can show that such information (a) is generally available to and known by the public through no fault of the Receiving Party or its Representatives; or (b) is lawfully acquired by the Receiving Party or its Representatives from sources who are not prohibited from disclosing such information by a legal, contractual or fiduciary obligation. If any Receiving Party or its Representatives are compelled to disclose any confidential information by judicial or administrative process or by other requirements of Law, the Receiving Party shall promptly notify the relevant Disclosing Parties in writing and shall disclose only that portion of such information that the Receiving Party is advised by its counsel in writing is legally required to be disclosed, provided that the Receiving Party shall provide the Disclosing Parties, as applicable, with written notice of such requirement so that the Disclosing Parties may, at their sole cost and expense, obtain an appropriate injunction, protective order or other reasonable assurance that confidential treatment will be accorded such information and the Receiving Party shall provide reasonable assistance to cooperate with such efforts, at the relevant Disclosing Party’s sole cost and expense.

- 6.4 Additional Confidentiality Obligations. Except for such disclosure as is necessary not to be in violation of any applicable Laws, applicable Exchange policy, or valid court order or pursuant to any legal requirement or legal process of any Governmental Authority (in which case the disclosure must be made in accordance with Section 6.3), no Party shall, nor shall it permit any of its Representatives or Affiliates to, without the prior written consent (not to be unreasonably withheld) of the other Parties, disclose to any Person:

- (a) the contents (or any part or summary thereof) of this Agreement or the other Transaction Documents;
- (b) any terms, conditions or other matters or arrangements that are being or have been discussed or negotiated in relation to the transactions contemplated by this Agreement or the other Transaction Documents,

(collectively, the “**Terms Information**”)

except that a Party may disclose the Terms Information to its Representatives who have a reasonable need-to-know, *conditional upon*:

- (i) prior to making any such disclosure, the Party first informs its Representatives of the confidential nature of the Terms Information and ensures that its Representatives are subject to confidentiality duties or obligations to it which are no less restrictive than the terms and conditions of this Section 6.4 and which limit any further disclosure or use of the Terms Information; and
- (ii) such disclosure being the minimum amount necessary to satisfy the need-to-know.

6.5 Injunctive Relief. Each of the Vendors, on the one hand, and the Purchaser, on the other hand, acknowledges that a breach or threatened breach of this Section 6.5 or of Section 6.6 would give rise to irreparable harm to the other, for which monetary damages would not be an adequate remedy, and hereby agree that, in the event of a breach or a threatened breach by either Party of any such obligations, the other Party shall, in addition to any and all other rights and remedies that may be available to it in respect of such breach, be entitled to seek equitable relief, including a temporary restraining order, an interim or permanent injunction, specific performance and any other relief that may be available from a court of competent equitable jurisdiction (without any requirement to post a bond or other security).

6.6 Closing Conditions. During the Interim Period:

- (a) The Vendors and the Company shall use commercially reasonable efforts to take such actions as are necessary to expeditiously satisfy the Purchaser’s closing conditions set forth in Section 7.1, to the extent they are within the Vendors’ and Company’s control; and
- (b) the Purchaser shall use commercially reasonable efforts to take such actions as are necessary to expeditiously satisfy the Vendors’ closing conditions set forth in Section 7.2, to the extent they are within the Purchaser’s control.
- (c) Notwithstanding any provisions or restrictions contained herein, nothing shall prohibit or restrict the Vendors from owning as a passive investment less than five percent (5%) in the aggregate of the publicly traded voting securities of any entity which is operates a business similar to the Business.

6.7 Public Announcements. Unless otherwise required by applicable Law or applicable Exchange requirements (based upon the reasonable advice of counsel), no Party to this Agreement shall make any public announcements in respect of this Agreement or the transactions contemplated hereby or otherwise communicate with any news media without the prior written consent of the Purchaser and the Company (which consent shall not be unreasonably withheld or delayed), and the parties shall cooperate as to the timing and contents of any such announcement.

6.8 Exchange Approval. The Purchaser will undertake commercially reasonable efforts to obtain the applicable Exchange approval, if required, to complete the transactions contemplated herein in accordance with the policies of the applicable Exchange (“**Exchange Approval**”).

6.9 Further Assurances. Following the Closing, each of the Parties hereto shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the other Transaction Documents.

6.10 No Fractional Shares. Notwithstanding any of the above or any other provision of this Agreement, no fractional Consideration Shares will be issued in the Transaction. In lieu of any such fractional securities, any Vendor entitled to receive a fractional number of Consideration Shares or Consideration Warrants will have such fraction rounded to the nearest whole number of applicable Consideration Shares or Consideration Warrants.

7. **CONDITIONS TO CLOSING**

7.1 Conditions to Obligations of the Purchaser. The obligations of the Purchaser to consummate the transactions contemplated by this Agreement are subject to the fulfillment or the Purchaser's waiver, at or before the Closing, of each of the following conditions:

- (a) The representations and warranties of the Vendors and Company set out in this Agreement, the other Transaction Documents and any certificate or other writing delivered pursuant hereto will be true and correct in all respects on and as of the date hereof and on and as of the Closing Date with the same effect as though made at and as of such date (except those representations and warranties that address matters only as of a specified date, the accuracy of which shall be determined as of that specified date in all respects).
- (b) The Vendors and Company shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement and each of the other Transaction Documents to be performed or complied with by it before or on the Closing Date.
- (c) The Purchaser will have received the applicable Exchange Approval.
- (d) From the date of this Agreement, there will not have occurred any Material Adverse Effect, nor will any event or events have occurred that, individually or in the aggregate, with or without the lapse of time, could reasonably be expected to result in a Material Adverse Effect.
- (e) The Vendors and Company (if applicable) will have delivered to the Purchaser duly executed (by the Vendors or such other Persons, as applicable) counterparts of the Transaction Documents (other than this Agreement) and such other documents and deliveries set forth in this Agreement.
- (f) The Vendors will have delivered, or caused to be delivered, to Purchaser share certificates representing the Purchased Shares, duly endorsed in blank or accompanied by forms of share transfers or other instruments of transfer duly executed in blank.
- (g) The Company shall have delivered to the Purchaser a certificate of good standing in its jurisdiction of incorporation dated no more than two (2) business days prior to the Closing Date.
- (h) The Purchaser will have received the Company Resolutions.
- (i) The Vendors and Company shall have obtained any and all consents, approvals, orders or authorizations of, or declarations or filings with, any third party required to be obtained by the Company or the Vendors in connection with the execution and delivery of this Agreement or the completion by the Company and the Vendors of the Transaction, which for clarity includes any third party under a Material Contract or in connection with the transfer of any license or permit necessary for the ordinary operation of the Target Business.
- (j) The Purchaser shall have received an acknowledgment and consent from Lavrium and the Securityholders substantially in the form attached as Exhibit F.
- (k) The Vendors shall have delivered to the Purchaser such other documents or instruments as the Purchaser reasonably requests that are reasonably necessary to consummate the transactions contemplated by this Agreement.
- (l) The Company shall have delivered to the Purchaser (to the extent the Company possesses or has access to) all information necessary to access the Company's banking accounts, such information to include lock-out codes, pass-key numbers, pass-words, communicator identification, programming information, and such other information as the Purchaser may request and the Company shall have taken all steps in its power to update the signatories on its banking accounts to reflect the new ownership of the Company on the Closing.

The conditions set forth in this Section 7.1 are for the exclusive benefit of the Purchaser and may be waived by the Purchaser in writing in whole or in part on or before the Closing.

7.2 Conditions to Obligations of the Vendors. The obligations of the Vendors to consummate the transactions contemplated by this Agreement are subject to the fulfillment or the Vendors' waiver, at or before the Closing, of each of the following conditions:

- (a) The representations and warranties of the Purchaser set out in this Agreement, the other Transaction Documents and any certificate or other writing delivered pursuant hereto will be true and correct in all respects on and as of the date hereof and on and as of the Closing Date with the same effect as though made at and as of such date (except those representations and warranties that address matters only as of a specified date, the accuracy of which shall be determined as of that specified date in all respects).
- (b) The Purchaser will have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement and each of the other Transaction Documents to be performed or complied with by it on or before the Closing Date.
- (c) The Purchaser will have delivered to the Vendors duly executed counterparts to the Transaction Documents (other than this Agreement) and such other documents and deliveries set forth in Section 3.3.
- (d) The Vendors will have received a certificate, dated the Closing Date and signed by a duly authorized officer of the Purchaser, that each of the conditions set forth in Section 7.2(a) and Section 7.2(b) has been satisfied (the "**Purchaser Closing Certificate**").
- (e) The Vendors will have received the Purchaser Resolution.
- (f) The Purchaser shall have delivered to the Vendors a certificate of good standing for the Purchaser from the Registrar appointed under the *Business Corporations Act* (British Columbia) dated no more than two (2) business days prior to the Closing Date.
- (g) The Purchaser will have delivered to the Vendors such other documents or instruments as the Vendors reasonably request that are reasonably necessary to consummate the transactions contemplated by this Agreement.

## 8. **SURVIVAL**

### 8.1 Survival.

- (a) Subject to the limitations and other provisions of this Agreement, the representations and warranties set out herein shall survive the Closing and shall remain in full force and effect until the date that is twelve (12) months from the Closing Date.
- (b) All covenants and agreements of the parties set out herein shall survive the Closing indefinitely or for the period explicitly specified therein.
- (c) Notwithstanding the foregoing, any claims asserted in good faith with reasonable specificity (to the extent known at such time) and in writing by notice from the non-breaching party to the breaching party before the expiration date of the applicable survival period shall not thereafter be barred by the expiration of the relevant representation or warranty and such claims shall survive until finally resolved or the expiry of the limitation period under applicable Law, whichever is sooner.

8.2 Indemnification by the Purchaser. Subject to the other terms and conditions of this Article 8, the Purchaser shall defend, indemnify and hold harmless the Company and the Vendors and its and their respective Representatives from and against all Losses, arising from or relating to:

- (i) any inaccuracy in or breach of any of the representations or warranties of the Purchaser contained in this Agreement, the other Transaction Documents, or in any other document to be delivered hereunder; and
- (ii) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by the Purchaser under this Agreement, the other Transaction Documents, or any other document to be delivered hereunder.

8.3 Indemnification Procedures. Whenever any claim shall arise for indemnification hereunder, the party entitled to indemnification (the “**Indemnified Party**”) shall promptly provide written notice of such claim to the other party (the “**Indemnifying Party**”). In connection with any claim giving rise to indemnify hereunder resulting from or arising out of any Action by a person or entity who is not a party to this Agreement, the Indemnifying Party, at its sole cost and expense and upon written notice to the Indemnified Party, may assume the defence of any such Action with counsel reasonably satisfactory to the Indemnified Party. The Indemnified Party shall be entitled to participate in the defence of any such Action with its counsel and at its own cost and expense. If the Indemnifying Party does not assume the defence of any such Action, the Indemnified Party may, but shall not be obligated to, defend against such Action in such manner as it may deem appropriate, including, but not limited to, settling such Action, after giving notice of it to the Indemnifying Party, on such terms as the Indemnified Party may deem appropriate and no action taken by the Indemnified Party in accordance with such defence and settlement shall relieve the Indemnifying Party of its indemnification obligations herein provided with respect to damages resulting therefrom. The Indemnifying Party shall not settle an Action without the Indemnified Party’s prior written consent (which consent shall not be unreasonably withheld or delayed).

8.4 Effect of Investigation. The representations, warranties and covenants of the Indemnifying Party, and the Indemnified Party’s right to indemnification with respect thereto, shall not be affected or deemed waived by reason of any investigation made by or on behalf of the Indemnified Party (including by any of its Representatives) or by reason of the fact that the Indemnified Party or any of its Representatives knew or should have known that any such representation or warranty is, was or might be inaccurate.

8.5 Cumulative Remedies. The rights and remedies provided in this Article 8 are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

## 9. **TERMINATION**

9.1 Termination. This Agreement may be terminated at any time before the Closing:

- (a) by the mutual written consent of the Parties;
- (b) by the Purchaser by written notice to the Vendors if:
  - (i) the Purchaser is not then in material breach of any provision of this Agreement and there has been a material breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by any of the Vendors or the Company under this Agreement that would give rise to the failure of any of the conditions specified in Article 7 and such breach, inaccuracy or failure has not been cured by the Vendors or the Company, as the case may be, within five (5) calendar days of the Vendor’s or the Company’s, as the case may be, receipt of written notice of such breach from the Purchaser; or
  - (ii) any of the conditions set forth in Section 7.1 were not, or if it becomes apparent that any of such conditions will not be, fulfilled by the Closing Date, unless such failure shall be due to the failure of the Purchaser to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it before the Closing;
- (c) by the Vendors by written notice to the Purchaser if:
  - (i) the Vendors and the Company are not then in material breach of any provision of this



Agreement and there has been a material breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by the Purchaser under this Agreement that would give rise to the failure of any of the conditions specified in Article 7 and such breach, inaccuracy or failure has not been cured by the Purchaser within five (5) calendar days of the Purchaser's receipt of written notice of such breach from the Vendors; or

- (ii) any of the conditions set forth in Section 7.2 were not, or if it becomes apparent that any of such conditions will not be, fulfilled by the Closing Date, unless such failure shall be due to the failure of the Vendors or the Company to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it before the Closing; or
  - (d) by the Purchaser or the Vendors if, prior to Closing, (i) there shall be any Law that makes consummation of the transactions contemplated by this Agreement illegal or otherwise prohibited or (ii) any Governmental Authority shall have released a Governmental Order restraining or enjoining the transactions contemplated by this Agreement, and such Governmental Order shall have become final and non-appealable.
- 9.2 Effect of Termination. In the event of the termination of this Agreement in accordance with this Article 9 this Agreement shall forthwith become terminated and of no further force and effect and there shall be no liability on the part of any party hereto except that nothing herein shall relieve any party hereto from liability for any wilful breach of any provision hereof.
- 9.3 Survival. The following provisions will survive termination of this Agreement: Sections 6.3 and 6.4, and Articles 4, 4.7(a), 8, 9 and 10.

10. **MISCELLANEOUS**

- 10.1 Expenses. Except as otherwise expressly provided herein, all costs and expenses, including fees and disbursements of counsel, financial advisors and accountants, incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses, whether or not the Closing shall have occurred.
- 10.2 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 10.2):

If to the Vendors or the Company:	MK Highway Corp 2489 Bellevue Ave West Vancouver, BC V7V1E1	Email: [e-mail address redacted] Attention: Martin Blais
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with a copy to:	Clark Wilson LLP 900 – 885 West Georgia Street Vancouver, BC V6C 3H1	Email: [e-mail address redacted] Attention: Nafeesa Valli-Hasham
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If to the Purchaser:	Global Care Capital Inc. 303 – 595 Howe Street Vancouver, BC V6C 2T5	Email: [e-mail address redacted] Attention: Hugh Maddin
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confirms that: (a) such Party has either obtained independent legal advice with respect to the terms of this Agreement or that such Party has, despite having been given the opportunity to do so and being encouraged to do so, declined to seek independent legal advice with respect to the terms of this Agreement; (b) such Party understands the terms of, and such Party's rights, obligations, and releases under, this Agreement; and (c) no law or rule of construction shall be raised or used in which the provisions of the Agreement shall be construed in favor or against any party hereto because one is deemed to be the author thereof.

10.11 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

**GLOBAL CARE CAPITAL INC.**

By its authorized signatory:

**MK HIGHWAY CORP.**

By its authorized signatory:

*"Hugh Maddin"*

\_\_\_\_\_  
Director

*"Martin Blais, CEO"*

\_\_\_\_\_

10.11 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

"Michael Sweatman"  
MICHAEL SWEATMAN

**Shares:**

<b>Class</b>	<b>Number</b>	<b>Certificate</b>
Common	100	1-C

10.11 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

*"Kevin Beaulieu"*

\_\_\_\_\_  
**KEVIN BEAULIEU**

**Shares:**

<b>Class</b>	<b>Number</b>	<b>Certificate</b>
Common	100	2-C

10.11 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

**1201359 B.C. LTD.**

By its authorized signatory:

*“Kevin Beaulieu”*

\_\_\_\_\_  
Kevin Beaulieu, Director

**Shares:**

<b>Class</b>	<b>Number</b>	<b>Certificate</b>
Common	2,500,000	10-C

10.11 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

**1373916 B.C. LTD.**

By its authorized signatory:

*"James Weis"*

\_\_\_\_\_  
James Weis, Director

**Shares:**

<b>Class</b>	<b>Number</b>	<b>Certificate</b>
Common	640,000	5-C



10.11 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

**TKO CAPITAL INC**

By its authorized signatory:

*“David Straughn”*

\_\_\_\_\_  
Mr. David Straughn, Director

**Shares:**

<b>Class</b>	<b>Number</b>	<b>Certificate</b>
Common	1,000,000	6-C

10.11 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

**LEVEL 2 CRYPTO SOLUTIONS LTD.**

By its authorized signatory:

*"Byron Hampton"*

\_\_\_\_\_  
Byron Hampton, Director

**Shares:**

<b>Class</b>	<b>Number</b>	<b>Certificates</b>
Common	3,005,833	7-C, 12-C

10.11 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

**REDWATER ACQUISITION CORP.**

By its authorized signatory:

*“Kevin Beaulieu”*

\_\_\_\_\_  
Kevin Beaulieu, Director

**Shares:**

<b>Class</b>	<b>Number</b>	<b>Certificate</b>
Common	187,500	8-C

10.12 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

**FAIRVIEW INC.**

By its authorized signatory:

*“Matthew Shull”*

\_\_\_\_\_  
Matthew Shull, Director

**Shares:**

<b>Class</b>	<b>Number</b>	<b>Certificate</b>
Common	1,500,000	9-C

10.13 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

**HILLSIDE CONSULTING & MEDIA INC.**

By its authorized signatory:

*“Stephen Giberson”*

\_\_\_\_\_  
Stephen Giberson, Director

**Shares:**

<b>Class</b>	<b>Number</b>	<b>Certificate</b>
Common	2,000,000	11-C

**EXHIBIT A**

**VENDORS**

<b>Name and Address of Vendors</b>
1201359 B.C. Ltd. [Address redacted]
1373916 B.C. Ltd.* [Address redacted]
Kevin Beaulieu [Address redacted]
Level 2 Crypto Solutions Ltd. [Address redacted]
Redwater Acquisition Corp. [Address redacted]
Michael Sweatman [Address redacted]
TKO Capital Inc. [Address redacted]
Fairview Inc. [Address redacted]
Hillside Consulting and Media Inc. [Address redacted]

\* Non-Resident Vendor

**EXHIBIT B**

**VENDORS AND THE PURCHASED SHARES**

<b>Name and Address of Vendors</b>	<b>No. and Class of Company Shares to sell to Purchaser on Closing</b>
1201359 B.C. Ltd. [Address redacted]	2,500,000 Common
1373916 B.C. Ltd.* [Address redacted]	640,000 Common
Kevin Beaulieu [Address redacted]	100 Common
Level 2 Crypto Solutions Ltd. [Address redacted]	3,005,833 Common
Redwater Acquisition Corp. [Address redacted]	187,500 Common
Michael Sweatman [Address redacted]	100 Common
TKO Capital Inc. [Address redacted]	1,000,000 Common
Fairview Inc. [Address redacted]	1,500,000 Common
Hillside Consulting and Media Inc. [Address redacted]	2,000,000 Common
<b>Total</b>	<b>10,833,533 Common</b>

\* Non-Resident Vendor

**EXHIBIT C**

**PURCHASE PRICE ALLOCATION**

<b>Name of Vendor</b>	<b>Number of Consideration Shares</b>	<b>Number of Consideration Warrants</b>	<b>Percentage of Consideration Shares and Consideration Warrants</b>
1201359 B.C. Ltd. [Address redacted]	49,845,235	24,922,618	23.077%
1373916 B.C. Ltd.* [Address redacted]	12,760,380	6,380,190	5.908%
Kevin Beaulieu [Address redacted]	1,994	997	0.001%
Level 2 Crypto Solutions Ltd. [Address redacted]	59,930,581	29,965,290	27.747%
Redwater Acquisition Corp. [Address redacted]	3,738,393	1,869,196	1.731%
Michael Sweatman [Address redacted]	1,994	997	0.001%
TKO Capital Inc. [Address redacted]	19,938,094	9,969,047	9.231%
Fairview Inc. [Address redacted]	29,907,141	14,953,571	13.846%
Hillside Consulting and Media Inc. [Address redacted]	39,876,188	19,938,094	18.461%
<b>TOTAL:</b>	<b>216,000,000</b>	<b>108,000,000</b>	<b>100%</b>

\* Non-Resident Vendor



EXHIBIT D

LAVRIUM SECURITYHOLDER ALLOCATION OF LAVRIUM SHARES

<b>Name and Address of Lavrium Securityholder</b>	<b>No. and Class of Lavrium Shares to be Issued by Purchaser</b>	<b>Percentage of Lavrium Shares</b>
James Weis [Address redacted]	7,700,000 common	70%
Raja Srinivas [Address redacted]	2,200,000 common	20%
Brian Bonk [Address redacted]	550,000 common	5%
Ben Lin [Address redacted]	550,000 common	5%
<b>Total</b>	<b>11,000,000 common</b>	<b>100.00%</b>

**EXHIBIT E**

**U.S. Representation Letter for U.S. Vendors**

## U.S. Representation Letter for U.S. Shareholders

**TO: GLOBAL CARE CAPITAL INC. (“GLOBAL CARE”)**

**RE: ACQUISITION OF SECURITIES OF GLOBAL CARE (the “Securities”)**

Capitalized terms not specifically defined in this certification have the meaning ascribed to them in the Agreement. In the event of a conflict between the terms of this certification and such Agreement, the terms of this certification shall prevail.

The undersigned (the “**U.S. Shareholder**”) covenants, represents and warrants to Global Care that:

- (a) It has such knowledge, skill and experience in financial, investment and business matters as to be capable of evaluating the merits and risks of an investment in the Securities and it is able to bear the economic risk of loss of its entire investment. To the extent necessary, the U.S. Shareholder has retained, at his or her own expense, and relied upon, appropriate professional advice regarding the investment, tax and legal merits and consequences of the Agreement and owning the Securities.
- (b) Global Care has provided to it the opportunity to ask questions and receive answers concerning the terms and conditions of the offering and it has had access to such information concerning Global Care as it has considered necessary or appropriate in connection with its investment decision to acquire the Securities, including access to Global Care’s public filings available on the Internet at [www.sedar.com](http://www.sedar.com), and that any answers to questions and any request for information have been complied with to the U.S. Shareholder’s satisfaction.
- (c) It is acquiring the Securities for its own account, for investment purposes only and not with a view to any resale or distribution and, in particular, it has no intention to distribute either directly or indirectly the Securities in the United States or to, or for the account or benefit of, a U.S. Person or a person in the United States; provided, however, that this paragraph shall not restrict the U.S. Shareholder from selling or otherwise disposing of the Securities pursuant to registration thereof pursuant to the U.S. Securities Act and any applicable state securities laws or under an exemption from such registration requirements.
- (d) The address of the U.S. Shareholder set out in the signature block below is the true and correct principal address of the U.S. Shareholder and can be relied on by Global Care for the purposes of state blue-sky laws and the U.S. Shareholder has not been formed for the specific purpose of purchasing the Securities.
- (e) It understands (i) the Securities have not been and will not be registered under the U.S. Securities Act or the securities laws of any state of the United States; and (ii) the offer and sale contemplated hereby is being made in reliance on an exemption from such registration requirements in reliance on Rule 506(b) of Regulation D and/or Section 4(a)(2) of the U.S. Securities Act.
- (f) The U.S. Shareholder is an “accredited investor” as defined in Rule 501(a) of Regulation D of the U.S. Securities Act by virtue of meeting one of the following criteria set forth in Appendix A hereto (**please hand-write your initials on the appropriate lines on Appendix A**), which Appendix A forms an integral part hereof.
- (g) The U.S. Shareholder has not purchased the Securities as a result of any form of “general solicitation” or “general advertising” (as those terms are used in Regulation D under the U.S. Securities Act), including advertisements, articles, press releases, notices or other communications published in any newspaper, magazine or similar media or on the Internet, or broadcast over radio or television, or the Internet or other

form of telecommunications, including electronic display, or any seminar or meeting whose attendees have been invited by general solicitation or general advertising.

(h) It acknowledges that the Securities will be “restricted securities”, as such term is defined in Rule 144(a)(3) under the U.S. Securities Act, and may not be offered, sold, pledged, or otherwise transferred, directly or indirectly, without prior registration under the U.S. Securities Act and applicable state securities laws, and it agrees that if it decides to offer, sell, pledge or otherwise transfer, directly or indirectly, any of the Securities, it will not offer, sell or otherwise transfer, directly or indirectly, the Securities except:

(i) to Global Care;

(ii) outside the United States in an “offshore transactions” meeting the requirements of Rule 904 of Regulation S under the U.S. Securities Act, if available, and in compliance with applicable local laws and regulations;

(iii) in compliance with the exemption from the registration requirements under the U.S. Securities Act provided by Rule 144 thereunder, if available, and in accordance with any applicable state securities or “blue sky” laws; or

(iv) in a transaction that does not require registration under the U.S. Securities Act or any applicable state securities laws governing the offer and sale of securities,

and, in the case of each of (iii) and (iv) above, it has prior to such sale furnished to Global Care and opinion of counsel in form and substance reasonably satisfactory to Global Care stating that such transaction is exempt from registration under applicable securities laws and that the legend referred to in paragraph (k) below may be removed.

(i) It understands and agrees that the Securities may not be acquired in the United States or by a U.S. Person or on behalf of, or for the account or benefit of, a U.S. Person or a person in the United States unless registered under the U.S. Securities Act and any applicable state securities laws or unless an exemption from such registration requirements is available.

(j) It acknowledges that it has not purchased the Securities as a result of, and will not itself engage in, any “directed selling efforts” (as defined in Regulation S under the U.S. Securities Act) in the United States in respect of the Securities which would include any activities undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for the resale of the Securities.

(k) The certificates representing the Securities issued hereunder, as well as all certificates issued in exchange for or in substitution of the foregoing, until such time as the same is no longer required under the applicable requirements of the U.S. Securities Act or applicable state securities laws and regulations, will bear, on the face of such certificate, the following legend:

“THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “U.S. SECURITIES ACT”) OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES. THE HOLDER HEREOF, BY PURCHASING SUCH SECURITIES, AGREES FOR THE BENEFIT OF GLOBAL CARE CAPITAL INC. (THE “COMPANY”) THAT SUCH SECURITIES MAY BE OFFERED, SOLD OR OTHERWISE TRANSFERRED ONLY (A) TO THE COMPANY; (B) OUTSIDE THE UNITED STATES IN ACCORDANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT AND IN ACCORDANCE WITH ALL LOCAL LAWS AND REGULATIONS; (C) IN ACCORDANCE WITH THE EXEMPTION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT PROVIDED BY RULE 144 THEREUNDER, IF AVAILABLE, AND IN COMPLIANCE WITH ANY APPLICABLE

STATE SECURITIES LAWS; OR (D) IN A TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE U.S. SECURITIES ACT AND ANY APPLICABLE STATE SECURITIES LAWS, AND, IN THE CASE OF CLAUSE (C) OR (D), THE SELLER FURNISHES TO THE COMPANY AN OPINION OF COUNSEL OF RECOGNIZED STANDING IN FORM AND SUBSTANCE SATISFACTORY TO THE COMPANY TO SUCH EFFECT. THE PRESENCE OF THIS LEGEND MAY IMPAIR THE ABILITY OF THE HOLDER HEREOF TO EFFECT "GOOD DELIVERY" OF THE SECURITIES REPRESENTED HEREBY ON A CANADIAN STOCK EXCHANGE."

provided, that if the Securities are being sold outside the United States in compliance with the requirements of Rule 904 of Regulation S in circumstances where Rule 905 of Regulation S does not apply, and in compliance with Canadian local laws and regulations, the legend set forth above may be removed by providing an executed declaration to the registrar and transfer agent of Global Care, in substantially the form set forth as Appendix B attached hereto (or in such other forms as Global Care may prescribe from time to time) and, if requested by Global Care or the transfer agent, an opinion of counsel of recognized standing in form and substance reasonably satisfactory to Global Care and the transfer agent to the effect that such sale is being made in compliance with Rule 904 of Regulation S; and provided, further, that, if any Securities are being sold otherwise than in accordance with Regulation S and other than to Global Care, the legend may be removed by delivery to the registrar and transfer agent and Global Care of an opinion of counsel, of recognized standing reasonably satisfactory to Global Care, that such legend is no longer required under applicable requirements of the U.S. Securities Act or state securities laws.

- (l) It understands and agrees that there may be material tax consequences to the U.S. Shareholder of an acquisition, holding or disposition of any of the Securities. Global Care gives no opinion and makes no representation with respect to the tax consequences to the U.S. Shareholder under United States, state, local or foreign tax law of the undersigned's acquisition, holding or disposition of such Securities. In particular, no determination has been made whether Global Care will be a "passive foreign investment company" within the meaning of Section 1297 of the United States Internal Revenue Code of 1986, as amended.
- (m) It consents to Global Care making a notation on its records or giving instructions to any transfer agent of Global Care in order to implement the restrictions on transfer set forth and described in this certification and the Agreement.
- (n) It understands that (i) Global Care may be deemed to be an issuer that is, or that has been at any time previously, an issuer with no or nominal operations and no or nominal assets other than cash and cash equivalents (a "**Shell Company**"), (ii) if Global Care is deemed to be, or to have been at any time previously, a Shell Company, Rule 144 under the U.S. Securities Act may not be available for resales of the Securities, and (iii) Global Care is not obligated to make Rule 144 under the U.S. Securities Act available for resales of the Securities.
- (o) It understands and agrees that the financial statements of Global Care have been prepared in accordance with International Financial Reporting Standards and therefore may be materially different from financial statements prepared under U.S. generally accepted accounting principles and therefore may not be comparable to financial statements of United States companies.
- (p) It understands and acknowledges that Global Care is incorporated outside the United States, consequently, it may be difficult to provide service of process on Global Care and it may be difficult to enforce any judgment against Global Care.
- (q) It understands that Global Care does not have any obligation to register the Securities under the U.S. Securities Act or any applicable state securities or "blue-sky" laws or to take action so as to permit resales of the Securities. Accordingly, the U.S. Shareholder understands that absent registration, it may be required

to hold the Securities indefinitely. As a consequence, the U.S. Shareholder understands it must bear the economic risks of the investment in the Securities for an indefinite period of time.

The foregoing representations contained in this certificate are true and accurate as of the date of this certificate and will be true and accurate as of the Time of Closing. If any such representations shall not be true and accurate prior to the Time of Closing, the undersigned shall give immediate written notice of such fact to Global Care prior to the Time of Closing.

**U.S. SHAREHOLDERS NEED COMPLETE AND SIGN**

Dated \_\_\_\_\_ 2022.

**X** \_\_\_\_\_  
Signature of individual (if U.S. Shareholder is an individual)

**X** \_\_\_\_\_  
Authorized signatory (if U.S. Shareholder is **not** an individual)

\_\_\_\_\_  
Name of U.S. Shareholder (**please print**)

\_\_\_\_\_  
Address of U.S. Shareholder (**please print**)

\_\_\_\_\_  
Name of authorized signatory (**please print**)

\_\_\_\_\_  
Official capacity of authorized signatory (**please print**)

**Appendix "A" to Exhibit "E"**

U.S. Representation Letter for U.S. Shareholders

To be completed by U.S. Shareholders that are U.S. Accredited Investors

In addition to the covenants, representations and warranties contained in Schedule "B" to which this Appendix is attached, the undersigned (the "**U.S. Shareholder**") covenants, represents and warrants to Global Care that the U.S. Shareholder is an "accredited investor" as defined in Rule 501(a) of Regulation D of the U.S. Securities Act by virtue of meeting one of the following criteria (**please hand-write your initials on the appropriate lines**):

1. Any bank as defined in Section 3(a)(2) of the United States Securities Act of 1933, as amended (the "U.S. Securities Act"), or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the U.S. Securities Act whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the U.S. Securities Exchange Act of 1934; any insurance company as defined in Section 2(a)(13) of the U.S. Securities Act; any investment company registered under the U.S. Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the U.S. Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of US\$5,000,000; any employee benefit plan within the meaning of the U.S. *Employee Retirement Income Security Act of 1974* if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of US\$5,000,000, or, if a self-directed plan, with investment decisions made solely by persons that are "accredited investors" (as such term is defined in Rule 501 of Regulation D of the U.S. Securities Act);  
Initials \_\_\_\_\_
2. Any private business development company as defined in Section 202(a)(22) of the U.S. *Investment Advisers Act of 1940*;  
Initials \_\_\_\_\_
3. Any organization described in Section 501(c)(3) of the U.S. *Internal Revenue Code*, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of US\$5,000,000;  
Initials \_\_\_\_\_
4. Any trust with total assets in excess of US\$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person (being defined as a person who has such knowledge and experience in financial and business matters that he or she is capable of evaluating the merits and risks of the prospective investment);  
Initials \_\_\_\_\_
5. A natural person whose individual net worth, or joint net worth with that person's spouse, at the time of purchase, exceeds US\$1,000,000 (for the purposes of calculating net worth),  
Initials \_\_\_\_\_
  - (i) the person's primary residence shall not be included as an asset;
  - (ii) indebtedness that is secured by the person's primary residence, up to the estimated fair market value of the primary residence at the time of this certification, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of this certification exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability); and

- (iii) indebtedness that is secured by the person's primary residence in excess of the estimated fair market value of the primary residence shall be included as a liability;
6. Initials \_\_\_\_\_ A natural person who had annual gross income during each of the last two full calendar years in excess of US\$200,000 (or together with his or her spouse in excess of US\$300,000) and reasonably expects to have annual gross income in excess of US\$200,000 (or together with his or her spouse in excess of US\$300,000) during the current calendar year, and no reason to believe that his or her annual gross income will not remain in excess of US\$200,000 (or that together with his or her spouse will not remain in excess of US\$300,000) for the foreseeable future;
7. Initials \_\_\_\_\_ Any director or executive officer of Global Care; or
8. Initials \_\_\_\_\_ Any entity in which all of the equity owners meet the requirements of at least one of the above categories – if this category is selected, you must identify each equity owner and provide statements from each demonstrating how they qualify as an accredited investor.

**U.S. SHAREHOLDERS WHO ARE ACCREDITED INVESTORS NEED TO COMPLETE AND SIGN**

Dated \_\_\_\_\_ 2022.

**X** \_\_\_\_\_  
Signature of individual (if U.S. Shareholder is an individual)

**X** \_\_\_\_\_  
Authorized signatory (if U.S. Shareholder is **not** an individual)

\_\_\_\_\_  
Name of U.S. Shareholder (**please print**)

\_\_\_\_\_  
Address of U.S. Shareholder (**please print**)

\_\_\_\_\_  
Name of authorized signatory (**please print**)

\_\_\_\_\_  
Official capacity of authorized signatory (**please print**)



**Appendix "B" to Exhibit "E"**

U.S. Representation Letter for U.S. Shareholders  
Form of Declaration for Removal of Legend

**TO: Global Care Capital Inc. (the "Corporation")**

**TO: Registrar and transfer agent for the shares of the Corporation**

The undersigned (A) acknowledges that the sale of \_\_\_\_\_ (the "**Securities**") of the Corporation, represented by certificate number(s) \_\_\_\_\_, to which this declaration relates is being made in reliance on Rule 904 of Regulation S under the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**"), and (B) certifies that (1) the undersigned is not (a) an "affiliate" of the Corporation (as that term is defined in Rule 405 under the U.S. Securities Act, except any officer or director of the Company who is an affiliate solely by virtue of holding such position) (b) a "distributor" as defined in Regulation S or (c) an affiliate of a distributor; (2) the offer of such Securities was not made to a person in the United States and either (a) at the time the buy order was originated, the buyer was outside the United States, or the seller and any person acting on its behalf reasonably believed that the buyer was outside the United States, or (b) the transaction was executed on or through the facilities of the Toronto Stock Exchange, the TSX Venture Exchange, the Canadian Securities Exchange or another "designated offshore securities market", and neither the seller nor any person acting on its behalf knows that the transaction has been prearranged with a buyer in the United States; (3) neither the seller nor any affiliate of the seller nor any person acting on their behalf has engaged or will engage in any directed selling efforts in the United States in connection with the offer and sale of such Securities; (4) the sale is bona fide and not for the purpose of "washing off" the resale restrictions imposed because the Securities are "restricted securities" (as that term is defined in Rule 144(a)(3) under the U. S. Securities Act); (5) the seller does not intend to replace such Securities with fungible unrestricted securities; and (6) the contemplated sale is not a transaction, or part of a series of transactions, which, although in technical compliance with Regulation S, is part of a plan or scheme to evade the registration provisions of the U.S. Securities Act. Terms used herein have the meanings given to them by Regulation S under the U.S. Securities Act.

Dated \_\_\_\_\_ 20\_\_\_\_.

**X** \_\_\_\_\_  
Signature of individual (if Seller **is** an individual)

**X** \_\_\_\_\_  
Authorized signatory (if Seller is **not** an individual)

\_\_\_\_\_  
Name of Seller (**please print**)

\_\_\_\_\_  
Name of authorized signatory (**please print**)

\_\_\_\_\_  
Official capacity of authorized signatory (**please print**)

**Affirmation by Seller's Broker-Dealer**  
**(Required for sales pursuant to Section (B)(2)(b) above)**

We have read the foregoing representations of our customer, \_\_\_\_\_ (the "Seller"), dated \_\_\_\_\_, 20\_\_\_\_, with regard to the sale, for such Seller's account, of \_\_\_\_\_ common shares (the "Securities") of Global Care Capital Inc. (the "Corporation") represented by certificate number(s) \_\_\_\_\_. We have executed sales of the Securities pursuant to Rule 904 of Regulation S under the United States Securities Act of 1933, as amended (the "U.S. Securities Act"), on behalf of the Seller. In that connection, we hereby represent to you as follows:

- (1) no offer to sell Securities was made to a person in the United States;
- (2) the sale of the Securities was executed in, on or through the facilities of the Toronto Stock Exchange, the TSX Venture Exchange, the Canadian Securities Exchange or another "designated offshore securities market" (as defined in Rule 902(b) of Regulation S under the U.S. Securities Act), and, to the best of our knowledge, the sale was not pre-arranged with a buyer in the United States;
- (3) no "directed selling efforts" were made in the United States by the undersigned, any affiliate of the undersigned, or any person acting on behalf of the undersigned; and
- (4) we have done no more than execute the order or orders to sell the Securities as agent for the Seller and will receive no more than the usual and customary broker's commission that would be received by a person executing such transaction as agent.

For purposes of these representations: "affiliate" means a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the undersigned; "directed selling efforts" means any activity undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for the Securities (including, but not be limited to, the solicitation of offers to purchase the Securities from persons in the United States); and "United States" means the United States of America, its territories or possessions, any State of the United States, and the District of Columbia.

Legal counsel to the Corporation shall be entitled to rely upon the representations, warranties and covenants contained herein to the same extent as if this affirmation had been addressed to them.

Name of Firm

\_\_\_\_\_  
Name of Firm

By: \_\_\_\_\_  
Authorized Officer

Dated: \_\_\_\_\_ 20\_\_\_\_

**EXHIBIT F**

**Consent to Change of Control**

**ACKNOWLEDGMENT AND CONSENT TO CHANGE OF CONTROL**

November 29, 2022

Lavrium LLC  
Suite 2, 325 Vassar Street  
Cambridge, MA

and to:

Each of the undersigned members of Lavrium LLC

Re: Option Agreement among MK Highway Corp, Lavrium LLC and the members of Lavrium LLC dated July 8, 2022, as amended July 12, 2022, October 12, 2022 and November 17, 2022 (the "**Agreement**")

Dear Sirs/Mesdames:

We are writing to advise that Global Care Capital Inc. (the "**Purchaser**") intends to acquire all of the issued and outstanding shares in the capital of MK Highway Corp. (the "**Corporation**"), which will result in the Corporation becoming a wholly-owned subsidiary of the Purchaser (the "**Proposed Transaction**").

This letter agreement is intended to provide you with written notice of the Proposed Transaction and to formally obtain your consent to the Proposed Transaction. Except as expressly set forth herein, all of the terms, covenants and conditions of the Agreements will remain unchanged.

By countersigning this letter agreement below, you hereby: (i) consent to the Proposed Transaction, and (ii) acknowledge and agree that the Agreement is currently in good standing and that no further action shall be required under the Agreement with respect to the Proposed Transaction and that the Proposed Transaction will not constitute a breach of the Agreement or result in termination of the Agreement.

You agree and acknowledge that the issuance by the Purchaser of 11,000,000 common shares in the capital of the Purchaser (the "**Option Consideration Shares**") at a deemed price of CDN\$0.05 per Option Consideration Share in accordance with the irrevocable direction attached as schedule "A" hereto will be full and complete satisfaction of the Share Payment under the Agreement.

You further agree that, notwithstanding anything else set out in the Agreement, the total amount due by the Corporation to Lavrium LLC, as of the date hereof and as of the closing date of the Proposed Transaction, in respect of the "Cash Payment" (as defined in the Agreement), less the aggregate amount of all deposits and other amounts paid by, or to the credit of, the Corporation in respect thereof, totals US\$1,146,015.36 and upon payment of the foregoing amount in accordance with the terms of the Agreement including all payment deadlines set forth therein, the Corporation's obligation with respect to paying the Cash Payment shall have been satisfied in full.

You further agree and acknowledge that prior to the issuance of the Option Consideration Shares, you will complete and deliver a U.S. Representation Letter for U.S. Shareholders in the form attached as Schedule "B" hereto.

We respectfully request that you acknowledge your agreement to the terms of this letter by signing this letter and returning the executed copy to us by e-mail at [jeff.wust@mcmillan.ca](mailto:jeff.wust@mcmillan.ca) by close of business on November 29, 2022. The Purchaser, the Corporation and their affiliates, successors and permitted assigns may rely on this consent.

In the event that the Proposed Transaction is not consummated for any reason, this letter agreement shall automatically terminate and be of no further force or effect.

If you have any questions regarding the Purchaser or the Proposed Transaction, please contact the Purchaser's solicitor, Jeff Wust, at 604-691-7484 or [jeff.wust@mcmillan.ca](mailto:jeff.wust@mcmillan.ca).

*[Signature Page Follows]*

Sincerely,

**GLOBAL CARE CAPITAL INC.**

By: \_\_\_\_\_  
Name:  
Title:

**MK HIGHWAY CORP.**

\_\_\_\_\_  
\_\_\_\_\_  
Name:  
Title:

**AGREED AND ACKNOWLEDGED:**

**LAVRIUM LLC**

By: \_\_\_\_\_  
Name:  
Title:

**JAMES W. WEIS**

\_\_\_\_\_  
Name:  
Title:

**RAJA R. SRINIVAS**

\_\_\_\_\_  
Name:  
Title:

**BRIAN M. BONK**

---

Name:

Title:

**BEN LIM**

---

Name:

Title:

**SCHEDULE "A" TO EXHIBIT "F"**

**IRREVOCABLE DIRECTION TO ISSUE SHARES**

**TO: Global Care Capital Inc. ("Global Care")**

**Re: Issuance of Shares Pursuant to the Agreement**

Lavrium and the members of Lavrium LLC hereby authorize and irrevocably direct Global Care to issue the 11,000,000 Option Consideration Shares, as follows:

<b>Registration Instructions and Residential Address</b>	<b>Number of Option Consideration Shares</b>
James W. Weis [Address redacted]	7,700,000
Raja R. Srinivas [Address redacted]	2,200,000
Brian M. Bonk [Address redacted]	550,000
Ben Lin [Address redacted]	550,000
<b>TOTAL</b>	<b>11,000,000</b>

SCHEDULE "B" TO EXHIBIT "F"

**U.S. Representation Letter for U.S. Shareholders**

**TO: GLOBAL CARE CAPITAL INC. ("GLOBAL CARE")**

**RE: ACQUISITION OF SECURITIES OF GLOBAL CARE (the "Securities")**

Capitalized terms not specifically defined in this certification have the meaning ascribed to them in the Agreement. In the event of a conflict between the terms of this certification and such Agreement, the terms of this certification shall prevail.

The undersigned (the "**U.S. Shareholder**") covenants, represents and warrants to Global Care that:

- (r) It has such knowledge, skill and experience in financial, investment and business matters as to be capable of evaluating the merits and risks of an investment in the Securities and it is able to bear the economic risk of loss of its entire investment. To the extent necessary, the U.S. Shareholder has retained, at his or her own expense, and relied upon, appropriate professional advice regarding the investment, tax and legal merits and consequences of the Agreement and owning the Securities.
- (s) Global Care has provided to it the opportunity to ask questions and receive answers concerning the terms and conditions of the offering and it has had access to such information concerning Global Care as it has considered necessary or appropriate in connection with its investment decision to acquire the Securities, including access to Global Care's public filings available on the Internet at [www.sedar.com](http://www.sedar.com), and that any answers to questions and any request for information have been complied with to the U.S. Shareholder's satisfaction.
- (t) It is acquiring the Securities for its own account, for investment purposes only and not with a view to any resale or distribution and, in particular, it has no intention to distribute either directly or indirectly the Securities in the United States or to, or for the account or benefit of, a U.S. Person or a person in the United States; provided, however, that this paragraph shall not restrict the U.S. Shareholder from selling or otherwise disposing of the Securities pursuant to registration thereof pursuant to the U.S. Securities Act and any applicable state securities laws or under an exemption from such registration requirements.
- (u) The address of the U.S. Shareholder set out in the signature block below is the true and correct principal address of the U.S. Shareholder and can be relied on by Global Care for the purposes of state blue-sky laws and the U.S. Shareholder has not been formed for the specific purpose of purchasing the Securities.
- (v) It understands (i) the Securities have not been and will not be registered under the U.S. Securities Act or the securities laws of any state of the United States; and (ii) the offer and sale contemplated hereby is being made in reliance on an exemption from such registration requirements in reliance on Rule 506(b) of Regulation D and/or Section 4(a)(2) of the U.S. Securities Act.
- (w) The U.S. Shareholder is an "accredited investor" as defined in Rule 501(a) of Regulation D of the U.S. Securities Act by virtue of meeting one of the following criteria set forth in Appendix A hereto (**please hand-write your initials on the appropriate lines on Appendix A**), which Appendix A forms an integral part hereof.
- (x) The U.S. Shareholder has not purchased the Securities as a result of any form of "general solicitation" or "general advertising" (as those terms are used in Regulation D under the U.S. Securities Act), including advertisements, articles, press releases, notices or other communications published in any newspaper, magazine or similar media or on the Internet, or broadcast over radio or television, or the Internet or other



form of telecommunications, including electronic display, or any seminar or meeting whose attendees have been invited by general solicitation or general advertising.

(y) It acknowledges that the Securities will be “restricted securities”, as such term is defined in Rule 144(a)(3) under the U.S. Securities Act, and may not be offered, sold, pledged, or otherwise transferred, directly or indirectly, without prior registration under the U.S. Securities Act and applicable state securities laws, and it agrees that if it decides to offer, sell, pledge or otherwise transfer, directly or indirectly, any of the Securities, it will not offer, sell or otherwise transfer, directly or indirectly, the Securities except:

(i) to Global Care;

(ii) outside the United States in an “offshore transactions” meeting the requirements of Rule 904 of Regulation S under the U.S. Securities Act, if available, and in compliance with applicable local laws and regulations;

(iii) in compliance with the exemption from the registration requirements under the U.S. Securities Act provided by Rule 144 thereunder, if available, and in accordance with any applicable state securities or “blue sky” laws; or

(iv) in a transaction that does not require registration under the U.S. Securities Act or any applicable state securities laws governing the offer and sale of securities,

and, in the case of each of (iii) and (iv) above, it has prior to such sale furnished to Global Care and opinion of counsel in form and substance reasonably satisfactory to Global Care stating that such transaction is exempt from registration under applicable securities laws and that the legend referred to in paragraph (k) below may be removed.

(z) It understands and agrees that the Securities may not be acquired in the United States or by a U.S. Person or on behalf of, or for the account or benefit of, a U.S. Person or a person in the United States unless registered under the U.S. Securities Act and any applicable state securities laws or unless an exemption from such registration requirements is available.

(aa) It acknowledges that it has not purchased the Securities as a result of, and will not itself engage in, any “directed selling efforts” (as defined in Regulation S under the U.S. Securities Act) in the United States in respect of the Securities which would include any activities undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for the resale of the Securities.

(bb) The certificates representing the Securities issued hereunder, as well as all certificates issued in exchange for or in substitution of the foregoing, until such time as the same is no longer required under the applicable requirements of the U.S. Securities Act or applicable state securities laws and regulations, will bear, on the face of such certificate, the following legend:

“THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “U.S. SECURITIES ACT”) OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES. THE HOLDER HEREOF, BY PURCHASING SUCH SECURITIES, AGREES FOR THE BENEFIT OF GLOBAL CARE CAPITAL INC. (THE “COMPANY”) THAT SUCH SECURITIES MAY BE OFFERED, SOLD OR OTHERWISE TRANSFERRED ONLY (A) TO THE COMPANY; (B) OUTSIDE THE UNITED STATES IN ACCORDANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT AND IN ACCORDANCE WITH ALL LOCAL LAWS AND REGULATIONS; (C) IN ACCORDANCE WITH THE EXEMPTION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT PROVIDED BY RULE 144 THEREUNDER, IF AVAILABLE, AND IN COMPLIANCE WITH ANY APPLICABLE

STATE SECURITIES LAWS; OR (D) IN A TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE U.S. SECURITIES ACT AND ANY APPLICABLE STATE SECURITIES LAWS, AND, IN THE CASE OF CLAUSE (C) OR (D), THE SELLER FURNISHES TO THE COMPANY AN OPINION OF COUNSEL OF RECOGNIZED STANDING IN FORM AND SUBSTANCE SATISFACTORY TO THE COMPANY TO SUCH EFFECT. THE PRESENCE OF THIS LEGEND MAY IMPAIR THE ABILITY OF THE HOLDER HEREOF TO EFFECT "GOOD DELIVERY" OF THE SECURITIES REPRESENTED HEREBY ON A CANADIAN STOCK EXCHANGE."

provided, that if the Securities are being sold outside the United States in compliance with the requirements of Rule 904 of Regulation S in circumstances where Rule 905 of Regulation S does not apply, and in compliance with Canadian local laws and regulations, the legend set forth above may be removed by providing an executed declaration to the registrar and transfer agent of Global Care, in substantially the form set forth as Appendix B attached hereto (or in such other forms as Global Care may prescribe from time to time) and, if requested by Global Care or the transfer agent, an opinion of counsel of recognized standing in form and substance reasonably satisfactory to Global Care and the transfer agent to the effect that such sale is being made in compliance with Rule 904 of Regulation S; and provided, further, that, if any Securities are being sold otherwise than in accordance with Regulation S and other than to Global Care, the legend may be removed by delivery to the registrar and transfer agent and Global Care of an opinion of counsel, of recognized standing reasonably satisfactory to Global Care, that such legend is no longer required under applicable requirements of the U.S. Securities Act or state securities laws.

- (cc) It understands and agrees that there may be material tax consequences to the U.S. Shareholder of an acquisition, holding or disposition of any of the Securities. Global Care gives no opinion and makes no representation with respect to the tax consequences to the U.S. Shareholder under United States, state, local or foreign tax law of the undersigned's acquisition, holding or disposition of such Securities. In particular, no determination has been made whether Global Care will be a "passive foreign investment company" within the meaning of Section 1297 of the United States Internal Revenue Code of 1986, as amended.
- (dd) It consents to Global Care making a notation on its records or giving instructions to any transfer agent of Global Care in order to implement the restrictions on transfer set forth and described in this certification and the Agreement.
- (ee) It understands that (i) Global Care may be deemed to be an issuer that is, or that has been at any time previously, an issuer with no or nominal operations and no or nominal assets other than cash and cash equivalents (a "**Shell Company**"), (ii) if Global Care is deemed to be, or to have been at any time previously, a Shell Company, Rule 144 under the U.S. Securities Act may not be available for resales of the Securities, and (iii) Global Care is not obligated to make Rule 144 under the U.S. Securities Act available for resales of the Securities.
- (ff) It understands and agrees that the financial statements of Global Care have been prepared in accordance with International Financial Reporting Standards and therefore may be materially different from financial statements prepared under U.S. generally accepted accounting principles and therefore may not be comparable to financial statements of United States companies.
- (gg) It understands and acknowledges that Global Care is incorporated outside the United States, consequently, it may be difficult to provide service of process on Global Care and it may be difficult to enforce any judgment against Global Care.
- (hh) It understands that Global Care does not have any obligation to register the Securities under the U.S. Securities Act or any applicable state securities or "blue-sky" laws or to take action so as to permit resales of the Securities. Accordingly, the U.S. Shareholder understands that absent registration, it may be required

to hold the Securities indefinitely. As a consequence, the U.S. Shareholder understands it must bear the economic risks of the investment in the Securities for an indefinite period of time.

The foregoing representations contained in this certificate are true and accurate as of the date of this certificate and will be true and accurate as of the Time of Closing. If any such representations shall not be true and accurate prior to the Time of Closing, the undersigned shall give immediate written notice of such fact to Global Care prior to the Time of Closing.

**U.S. SHAREHOLDERS NEED COMPLETE AND SIGN**

Dated \_\_\_\_\_ 2022.

**X** \_\_\_\_\_

Signature of individual (if U.S. Shareholder is an individual)

**X** \_\_\_\_\_

Authorized signatory (if U.S. Shareholder is **not** an individual)

\_\_\_\_\_  
Name of U.S. Shareholder (**please print**)

\_\_\_\_\_  
Address of U.S. Shareholder (**please print**)

\_\_\_\_\_  
Name of authorized signatory (**please print**)

\_\_\_\_\_  
Official capacity of authorized signatory (**please print**)



- (iii) indebtedness that is secured by the person's primary residence in excess of the estimated fair market value of the primary residence shall be included as a liability;
6. Initials \_\_\_\_\_ A natural person who had annual gross income during each of the last two full calendar years in excess of US\$200,000 (or together with his or her spouse in excess of US\$300,000) and reasonably expects to have annual gross income in excess of US\$200,000 (or together with his or her spouse in excess of US\$300,000) during the current calendar year, and no reason to believe that his or her annual gross income will not remain in excess of US\$200,000 (or that together with his or her spouse will not remain in excess of US\$300,000) for the foreseeable future;
7. Initials \_\_\_\_\_ Any director or executive officer of Global Care; or
8. Initials \_\_\_\_\_ Any entity in which all of the equity owners meet the requirements of at least one of the above categories – if this category is selected, you must identify each equity owner and provide statements from each demonstrating how they qualify as an accredited investor.

**U.S. SHAREHOLDERS WHO ARE ACCREDITED INVESTORS NEED TO COMPLETE AND SIGN**

Dated \_\_\_\_\_ 2022.

X \_\_\_\_\_  
Signature of individual (if U.S. Shareholder is an individual)

X \_\_\_\_\_  
Authorized signatory (if U.S. Shareholder is **not** an individual)

\_\_\_\_\_  
Name of U.S. Shareholder (**please print**)

\_\_\_\_\_  
Address of U.S. Shareholder (**please print**)

\_\_\_\_\_  
Name of authorized signatory (**please print**)

\_\_\_\_\_  
Official capacity of authorized signatory (**please print**)

**Appendix "B" to Schedule "B" of Exhibit "F"**

U.S. Representation Letter for U.S. Shareholders  
Form of Declaration for Removal of Legend

**TO: Global Care Capital Inc. (the "Corporation")**

**TO: Registrar and transfer agent for the shares of the Corporation**

The undersigned (A) acknowledges that the sale of \_\_\_\_\_ (the "**Securities**") of the Corporation, represented by certificate number(s) \_\_\_\_\_, to which this declaration relates is being made in reliance on Rule 904 of Regulation S under the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**"), and (B) certifies that (1) the undersigned is not (a) an "affiliate" of the Corporation (as that term is defined in Rule 405 under the U.S. Securities Act, except any officer or director of the Company who is an affiliate solely by virtue of holding such position) (b) a "distributor" as defined in Regulation S or (c) an affiliate of a distributor; (2) the offer of such Securities was not made to a person in the United States and either (a) at the time the buy order was originated, the buyer was outside the United States, or the seller and any person acting on its behalf reasonably believed that the buyer was outside the United States, or (b) the transaction was executed on or through the facilities of the Toronto Stock Exchange, the TSX Venture Exchange, the Canadian Securities Exchange or another "designated offshore securities market", and neither the seller nor any person acting on its behalf knows that the transaction has been prearranged with a buyer in the United States; (3) neither the seller nor any affiliate of the seller nor any person acting on their behalf has engaged or will engage in any directed selling efforts in the United States in connection with the offer and sale of such Securities; (4) the sale is bona fide and not for the purpose of "washing off" the resale restrictions imposed because the Securities are "restricted securities" (as that term is defined in Rule 144(a)(3) under the U. S. Securities Act); (5) the seller does not intend to replace such Securities with fungible unrestricted securities; and (6) the contemplated sale is not a transaction, or part of a series of transactions, which, although in technical compliance with Regulation S, is part of a plan or scheme to evade the registration provisions of the U.S. Securities Act. Terms used herein have the meanings given to them by Regulation S under the U.S. Securities Act.

Dated \_\_\_\_\_ 20\_\_\_\_.

**X** \_\_\_\_\_  
Signature of individual (if Seller **is** an individual)

**X** \_\_\_\_\_  
Authorized signatory (if Seller is **not** an individual)

\_\_\_\_\_  
Name of Seller (**please print**)

\_\_\_\_\_  
Name of authorized signatory (**please print**)

\_\_\_\_\_  
Official capacity of authorized signatory (**please print**)

**Affirmation by Seller's Broker-Dealer**  
**(Required for sales pursuant to Section (B)(2)(b) above)**

We have read the foregoing representations of our customer, \_\_\_\_\_ (the "Seller"), dated \_\_\_\_\_, 20\_\_\_\_, with regard to the sale, for such Seller's account, of \_\_\_\_\_ common shares (the "Securities") of Global Care Capital Inc. (the "Corporation") represented by certificate number(s) \_\_\_\_\_. We have executed sales of the Securities pursuant to Rule 904 of Regulation S under the United States Securities Act of 1933, as amended (the "U.S. Securities Act"), on behalf of the Seller. In that connection, we hereby represent to you as follows:

- (1) no offer to sell Securities was made to a person in the United States;
- (2) the sale of the Securities was executed in, on or through the facilities of the Toronto Stock Exchange, the TSX Venture Exchange, the Canadian Securities Exchange or another "designated offshore securities market" (as defined in Rule 902(b) of Regulation S under the U.S. Securities Act), and, to the best of our knowledge, the sale was not pre-arranged with a buyer in the United States;
- (3) no "directed selling efforts" were made in the United States by the undersigned, any affiliate of the undersigned, or any person acting on behalf of the undersigned; and
- (4) we have done no more than execute the order or orders to sell the Securities as agent for the Seller and will receive no more than the usual and customary broker's commission that would be received by a person executing such transaction as agent.

For purposes of these representations: "affiliate" means a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the undersigned; "directed selling efforts" means any activity undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for the Securities (including, but not be limited to, the solicitation of offers to purchase the Securities from persons in the United States); and "United States" means the United States of America, its territories or possessions, any State of the United States, and the District of Columbia.

Legal counsel to the Corporation shall be entitled to rely upon the representations, warranties and covenants contained herein to the same extent as if this affirmation had been addressed to them.

Name of Firm

\_\_\_\_\_  
Name of Firm

By: \_\_\_\_\_  
Authorized Officer

Dated: \_\_\_\_\_ 20\_\_\_\_