

SHARE PURCHASE AGREEMENT

BETWEEN

1. [REDACTED], of legal age, identified with foreign identification number [REDACTED] acting in his own name, who for the purposes of this Agreement is called [REDACTED] or “Vendor”.
2. **COLVERDE MD SAS**, a company incorporated and existing in accordance with the laws of the Republic of Colombia, identified with Tax Identification Number [REDACTED] domiciled in [REDACTED], duly represented by [REDACTED], of legal age, identified with Colombian Citizenship Card number [REDACTED], domiciled in Bogotá D.C., Colombia, acting in his capacity as Legal Representative, as evidenced in the Certificate of existence and legal representation attached hereto as Schedule A, who for the purposes of this Agreement is called “Colverde” or the “Company”.
3. [REDACTED], of legal age, identified with Canada Passport [REDACTED], domiciled in [REDACTED], acting in his own name, who for the purposes of this Agreement is called [REDACTED] or “Vendor”.
4. [REDACTED], of legal age, identified with Colombian Citizenship Card number [REDACTED], acting in his own name, who for the purposes of this Agreement is called [REDACTED] or “Vendor”.
5. **MOUNTAIN VALLEY MD INC.** a company incorporated and existing in accordance with the laws of the Province of Ontario, Canada, domiciled in 210 Adelaide St. West Toronto, Ontario, Canada, M5H 1W7, duly represented by **DENNIS HANCOCK**, of legal age, identified as it appears next to his signature, acting in his capacity as President, Chief Executive Officer and director, as evidenced in the documents attached hereto as Schedule B, who for the purposes of this Agreement is called “MVMD” or “Purchaser”.

[PARTY DETAILS]

RECITALS

WHEREAS:

- a. Company is a non-operating holder of the Assets related to the cultivation of medical cannabis (the “Business”).
- b. At the Effective Date of this Agreement, the authorized capital of the Company is COP\$1.200.000 divided in 1,000 common shares with a nominal value of COP\$1.200.
- c. The issued and paid capital of the Company is COP\$1.200.000 divided in 1,000 common shares with a nominal value of COP\$1.200.
- d. There are no shares of the Company or Share Equivalents, or any agreements or undertakings obligating the Company to issue, deliver, sell, repurchase or redeem or cause to be issued, delivered, sold, repurchased or redeemed any shares in its authorized capital or obligating it to grant or enter into any such option, warrant, call, right, commitment or agreement, except as mentioned in this Agreement. All outstanding shares of the Company are duly authorized, validly issued, fully paid and are free of any liens and are not subject to rights of first refusal or other restrictions on transfer or third-party rights, except as set forth in the Company's by-laws.
- e. [REDACTED] is currently the legitimate and registered owner of [REDACTED] common shares, as of the Effective Date.

- f. [REDACTED] is currently the legitimate and registered owner of [REDACTED] common shares, as of the Effective Date.
- g. [REDACTED] is currently the legitimate and registered owner of [REDACTED] common shares, on the Effective Date.
- h. Purchaser wishes to acquire all of the right title and interest and to the Assets by way of acquiring the one hundred percent (100%) of issued and outstanding shares of the Company, that is [REDACTED] common shares, and [REDACTED] (collectively “The Vendors”) wish to sell their respective shares, and, to this end, The Vendors and The Purchaser executed a non-binding Letter of Intent dated July 9, 2019 (the “Letter of Intent”).

[VENDOR SHAREHOLDINGS]

Exposed the previous Recitals, The Vendors and The Purchasers (jointly the “Parties”) have agreed to enter into this **SHARE PURCHASE AGREEMENT** which will be governed by the following terms and conditions:

CLAUSES

CLAUSE 1. INTERPRETATION.

1.1. **Definitions.** Unless otherwise indicated, capitalized words and expressions appearing in the Agreement shall be interpreted as follows:

- a. **“Agreement”** means this agreement including its Recitals and schedules, any related or ancillary agreement or document identified therein, as well as any amendment made thereto from time to time by the Parties in compliance with Section 9.2.
- b. [REDACTED] shall have the meaning given in the header of this Agreement.
- c. **“[REDACTED] Shares”** means the [REDACTED] common shares in the Company held by [REDACTED] as of the Effective Date to be sold to Purchaser pursuant to the terms of this Agreement.
- d. **“Applications”** shall have the meaning ascribed to it in Section 4.1(d);
- e. **“Assets”** means the Licenses, the Applications, the Lease and any other assets that may become assets of the Company on or prior to the Closing Date as agreed by the Parties, acting reasonably.
- f. **“Books and Records”** means all information of the Company that rest in it file, in any format, from its incorporation to the Effective Date in any format, related to the Business and the Company, including without limitation accounting books, financial and accounting information and records, personnel records, tax records, sales and purchase records, customer and supplier lists, potential customer lists, referral sources, research and development reports and records, production reports and records, equipment daily logs, equipment operating guidelines and manuals, business reports, plans and projections, marketing and advertising materials, and all other documents, files, correspondence, and any other information (whether written, printed, soft copy, hard copy, or stored on computer discs, or any other data storage, software storage, and media devices).
- g. **“Business”** shall have the meaning ascribed to it in the Recitals.
- h. **“Business Day”** means a day when banks are open for business in Toronto, Ontario, Canada and Bogotá D.C., Colombia.
- i. **“CAD”** means Canadian dollars, the lawful money of Canada.
- j. **“CGAAP”** means the Accounting and Financial Information Standards Accepted in Colombia, based on IFRS, together with their interpretations, conceptual framework, the conclusion foundations and the application guidelines authorized and issued by the International Standards Board of Accounting (IASB for its acronym in English) published in Spanish until 2016; and other legal provisions defined by the Colombian Superintendence of Companies that may differ in some aspects from those established by other state control bodies; which have been applied by the Company.

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- k. **“Closing Date”** means the date on which the closing of the Transactions takes place and the Parties proceed to take the actions described in Section 3.3.
- l. **“Company”** shall have the meaning given in the header of this Agreement.
- m. **“Confidential Information”** means any commercial, technical, scientific, financial, legal, personal or other information disclosed by a Party relating to the disclosing Party’s business activities, strategies or opportunities, Intellectual Property, suppliers, customers, financial condition or employees, or otherwise in any way related to such Party, which, at the time of disclosure, is designated as confidential, is disclosed in confidence to the receiving Party, the following being excluded from the Confidential Information:
 - (i) information known to the receiving Party before the date on which it is received by such Party from the disclosing Party.
 - (ii) information known by the public or available to the public before the date on which it is received.
 - (iii) information which becomes known by or available to the public after the date on which it is received, and which does not result from a breach of confidentiality on the part of the receiving Party.
 - (iv) information received at any time by a receiving Party from a third person, lawfully and in good faith, which Person is not bound to one of the Parties by a Non-Disclosure Agreement with regard to such information, and which Person did not derive such information, directly or indirectly, from the disclosing Party.
 - (v) information independently produced by the receiving Party.
 - (vi) Information required to be disclosed by Law.
- n. **“Consideration Shares”** has the meaning ascribed to it in Section 2.4(b) and, further, shall include the common shares exchanged for the Consideration Shares originally issued pursuant to section 2.4(b) in the event of a Liquidity Event.
- o. **“Contracts”** has the meaning ascribed to it in Section 4.1(r).
- p. **“COP”** means Colombian pesos, the lawful money of Colombia.
- q. **“Deposit”** shall mean the deposit of CAD One Hundred Thousand Dollars (CAD \$100,000) paid by Purchaser to the Vendors pursuant to the Letter of Intent, which shall be applied to the Purchase Price in accordance with Section 2.3.
- r. **“Due Diligence”** means the review of the Books and Records of the Company as well as an analysis process of legal aspects of the Company and of the Business and other relevant aspects that allow the Purchaser to gain adequate knowledge of the legal status of the Company and the Business.
- s. **“Effective Date”** shall mean the date first written above.
- t. **“Encumbrance”** means any security interest, pledge, hypothecation, mortgage, lien (including environmental and tax liens), violation, charge, lease, license, adverse claim, reversion, restrictive covenant, or condition or restriction on the use, voting, transfer, receipt of income or other exercise of any attributes of ownership.
- u. **“Escrow Agreements”** means the Vendor Escrow Agreement and the Purchaser Escrow Agreement.
- v. **“Exchange”** means the Canadian Securities Exchange or the TSX Venture Exchange;
- w. **“Force Majeure”** means any event beyond the control of a Party which could not have been reasonably foreseen and against which it could not have protected itself such as, without limiting the generality of the foregoing, natural catastrophes, epidemics, fires, accidents, acts of war (whether declared or not), insurrections, riots, acts of terrorism, strikes, partial or total work stoppages or slowdowns, lock-outs, changes in market conditions, power or communications breakdowns, interventions by civil or military authorities, compliance with all orders of all governmental authorities, courts or tribunals or public authorities.

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- ss. “Share Equivalents” means preferred shares, bonds, loans, warrants, options or other similar instruments or securities which are convertible into or exchangeable for, or which carry a right to subscribe for or purchase, common shares of the Company or any instrument or certificate representing a beneficial ownership interest in the common shares of the company.
- tt. “Transaction” means the sale and acquisition of the Purchased Shares.
- uu. “Transaction Documents” means, collectively, this Agreement, the Letter of Intent, the Escrow Agreements and any document or agreement entered into in connection with any of the foregoing by any Party, as any of the foregoing may be amended, supplemented, extended from time to time in accordance with their respective terms.
- vv. “Vendor Escrow Agreement” shall have the meaning ascribed to it in Section 3.3(3).
- ww. “Vendors” shall collectively mean [REDACTED] and “Vendor” shall mean any one of them.
- xx. “Vendors’ Solicitors” shall have the meaning ascribed to it in Section 3.3(d)(ii).
- yy. “2018 Financial Statements” means the annual unaudited (or audited if available) financial statements of the Company for the year ended December 31, 2018.
- zz. “Financial Statements to June 30, 2019” means the monthly financial statement of the Company for the month of June 2019.

1.2. **Precedence.** This Agreement, together with the other Transaction Documents, reflects the entire understanding between the Parties with respect the subject matter hereof. It supersedes all other written or verbal promises or covenants made prior to the Effective date.

1.3. **Schedules.** The schedules attached to this Agreement are an integral part of this Agreement for all its purposes.

1.4. **Jurisdiction.**

- a. **Governing Law.** This Agreement shall be interpreted and performed in accordance with the applicable laws of the Province of Ontario and of Canada.
- b. **Non-compliance.** In the event that any provision of this Agreement, is deemed to be invalid or unenforceable, such provision shall, whenever possible, be interpreted, construed, limited or if necessary, severed to the extent necessary to eliminate such invalidity or unenforceability. All the remaining provisions of the Agreement shall remain valid and continue to bind the Parties.

1.5. **Miscellaneous.**

- a. **Cumulative rights.** All rights referred to in the Agreement are cumulative and not mutually exclusive. Any waiver of the enforcement of a right granted by one of the Parties for the benefit of another in the Agreement shall, under no circumstances, be interpreted or construed as a waiver of the enforcement of any other right granted hereunder unless, as a matter of exception, the wording of a provision of the Agreement requires such interpretation or construction.

b. Time and Dates.

- (i) **Time of Essence.** Time shall be of the essence in the Agreement unless indicated otherwise. No extension of or amendment to the Agreement shall operate as a waiver of this provision unless clearly stated therein.
- (ii) **Computation of Time.** When computing any time limit, the following rules shall apply: (a) the day marking the commencement of the time limit shall be excluded but the day of the deadline or expiry of the time limit shall be included; (b) non-Business Days shall be included; however, where the day of the deadline or expiry of the time limit falls on a non-Business Day (Saturday, Sunday or statutory holiday), the term or time limit shall be extended to the following business day; and (c) when used in the Agreement, the term “month” shall mean a calendar month.

If the Agreement refers to a specific calendar date and such date falls on a non-Business Day, the deadline shall be extended to the next Business Day following the specific calendar date.

- (iii) **Delays.** If the time for performance of any duty or obligation hereunder is delayed as a result of: (a) a delay by one of the Parties in the performance of its responsibilities as set out herein; (b) Force Majeure or any factor which is beyond the reasonable control of the Party and which is not attributable to any fault or negligence of such Party; (c) an amendment to this Agreement.

The time limit for such performance shall be extended for the period of time that such performance has been delayed as a result of such factor or events.

- c. **Financial References.** All amounts referred to in the Agreement are in Canadian currency unless specifically indicated otherwise.
- d. **Gender and Number.** Unless otherwise required by the context, words importing the singular shall include the plural and vice-versa; and word importing the use of any gender shall include all genders.
- e. **Headings.** Headings used in this Agreement shall have no interpretive value. Their sole purpose shall be to help identify the content of the provisions contained in the Agreement.

CLAUSE 2. PURCHASE AND SALE OF THE PURCHASED SHARES; PRICE ADJUSTMENT

2.1. Purchase of Shares. Subject to compliance with the terms of the Agreement and the Transaction Documents, Purchaser hereby agrees to purchase from the Vendors the Purchased Shares, being 1,000 common shares, representing 100% of the issued and outstanding shares of the Company, and the Vendors hereby agree to sell the Purchased Shares to Purchaser.

2.2. Purchase Price. Subject to section 3.3(e), the purchase price (the “Purchase Price”) payable by the Purchaser to the Vendors for the Purchased Shares shall be CAD Two Million Eighty Thousand Dollars (CAD \$2,080,000) payable in accordance with section 2.4 of this Agreement.

2.3. Deposit. Pursuant to the Letter of Intent, the Purchaser paid to the Vendors a deposit of CAD One Hundred Thirty Thousand Dollars (CAD \$130,000) (the “Deposit”), which shall be applied to the Purchase Price in accordance with Section 3.5 (a) below.

2.4. Payment of Purchase Price. The Purchase Price shall be paid and satisfied as follows:

- a. CAD \$130,000 in favour of the Vendors, which the Parties acknowledge and agree was paid as a refundable deposit (the “**Deposit**”) within five (5) business days following the date of the Letter of Intent.
- b. A number of Class “B” Common Shares of the Purchaser (the “**Consideration Shares**”) to be calculated by dividing CAD \$1,950,000 by a deemed per share price of CAD \$0.20, being 9,750,000 Consideration Shares, to be issued and registered in the name of or as directed by the Vendors but delivered to the Vendors’ Solicitors in accordance with and otherwise subject to the terms of the Vendor Escrow Agreement.

2.5. Distribution of Purchase Price. The Purchase Price shall be distributed to each of the Vendors on the Closing Date as follows, subject to the terms of the Vendor Escrow Agreement:

- a. [REDACTED] shall be entitled to receive [REDACTED] Consideration Shares.
- b. [REDACTED] shall be entitled to receive [REDACTED] Consideration Shares.
- c. [REDACTED] shall be entitled to receive [REDACTED] Consideration Shares.
- d. The Deposit shall be divided between the Vendors on a pro rata basis, such that [REDACTED] shall be entitled to receive CAD [REDACTED], [REDACTED] shall be entitled to receive CAD \$ [REDACTED] and [REDACTED] shall be entitled to receive CAD [REDACTED] in aggregate comprising 100% of the Deposit, which the Parties acknowledge and agree has been delivered by the Purchaser to legal counsel for the Company and shall be distributed on the Closing Date on and subject to the terms and conditions herein and the Vendor Escrow Agreement .

[VENDOR
DETAILS
AND
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TION]

CLAUSE 3. CONDITIONS

3.1. Conditions to transfer the Purchased Shares. The Vendors shall transfer the Purchased Shares to Purchaser, subject to previous fulfillment of the following conditions for the benefit of the Vendors, which may be waived by the Vendors:

- a. Satisfactory payment of the Purchase Price.
- b. Intentionally deleted.
- c. Execution of all Transaction Documents by each party.
- d. Execution by Purchaser, as the case may be, of the forms, letters, documents and/or agreements required by the Vendors or Company to effective compliance with the Canadian laws and the laws of the Republic of Colombia.
- e. The Purchaser shall issue the Consideration Shares in favour of the Vendors free and clear of any Encumbrance, however, the issuance will be subject to resale restrictions of Canadian law and the terms and conditions in the Vendor Escrow Agreement.

Having fulfilled the above, the Vendors shall transfer the Purchased Shares free and clear of any Encumbrance, and will deliver to the Purchaser’s solicitors: (i) the share certificates registered in the stock ledger of the Company; (ii) a copy of the stock ledger evidencing Purchaser’s register as an owner of the Purchased Shares, on the Closing Date.

3.2. Conditions to issue the Consideration Shares. Purchaser shall cause the issuance of the Consideration Shares, free and clear of any Encumbrance, however subject to applicable resale restrictions and the terms and conditions of the Vendor Escrow Agreement, and the corresponding share certificates registered in the stock ledger of the Purchaser, a copy of which shall be delivered to the Vendors’ Solicitors on the Closing Date, appropriately legended, provided all of the following conditions have been met for the benefit of the Purchaser, which may be waived by the Purchaser:

- a. Intentionally deleted.
- b. The Purchased Shares to be transferred to Purchaser are free and clear of any Encumbrance aside from the terms of the Purchaser’s Escrow Agreement.
- c. Execution of all Transaction Documents by each Party.
- d. The Purchaser having received:
 - i. An officer's certificate of the Company, certifying its constating documents, by-laws, the resolutions of its Shareholders Assembly authorizing its entry into the Transaction Documents, and the specimen signatures of the officers authorized to execute the Transaction Documents;
 - ii. A legal of opinion of counsel to the Company, including the due authorization and execution of the Transaction Documents and the enforceability thereof.
- e. Execution by the Vendors, as the case may be, of the forms, letters, documents and/or agreements required by Purchaser in order to comply with applicable laws or as otherwise may be reasonably requested.
- f. Delivery of a statement of account for taxes issued by the DIAN.
- g. Amendment of the Lease for the purposes of inclusion of a restriction against the Landlord’s ability to terminate the Lease provided there is no continuing and incurable default of a material term thereof for a minimum period of one (1) year from the Closing Date, and the delivery of a copy of such fully executed amended Lease to the Purchaser.

3.3. Actions to be taken on the Closing Date:

- a. On the Closing Date, the Parties will exchange the Purchased Shares and the Consideration Shares (the “Share Transfer”) as follows: the Share Transfer will be deemed complete after the recording of the transfers in the respective stock ledgers of the Purchaser and the Company, as well as the delivery of the original share certificate representing the Purchased Shares is delivered to legal counsel for the Purchaser in accordance with the Purchaser Escrow Agreement, and a copy of the certificates representing the Consideration Shares are delivered to the Vendors’ Solicitors, the original copies to remain with the corporate records of the Purchaser pending the Liquidity Event, in accordance with the Vendor Escrow Agreement.
- b. On the Closing Date, the Vendors shall deliver to Purchaser:
 - (i) The corresponding Purchased Shares certificates, duly cancelled and a new share certificate in the amount of 1,000 issued and outstanding shares of the Company in favour of the Purchaser, registered

in the stock-ledger of the Company and a copy of the stock-ledger of the Company evidencing the register of the Purchaser as an owner of the Purchased Shares, to be delivered to legal counsel for the Purchaser; and

- (ii) Together with the certificate(s) representing the Purchased Shares, all supporting documentation reflecting transfer as well as any change in ownership paperwork respecting the Licenses and the registration and any title documentation respecting the assets of the Company if and to the extent applicable (the “Escrowed Documents”);
 - (iii) A copy of the Escrow Agreements duly executed by the Vendors and the Company; and
 - (iv) any other certificate, document, or instrument required by the laws of Canada, or the laws of the Republic of Colombia, to give effect to the Transactions.
- c. On the Closing, Purchaser shall deliver to the Vendors:
- (i) A copy of the share certificates representing in the aggregate 9,750,000 Consideration Shares, issued by MVMD in favour of the respective Vendors in accordance with section 2.4 of this Agreement, duly endorsed, free of any Encumbrances, however subject to applicable resale restrictions and the terms and conditions of the Vendor Escrow Agreement, registered in the stock-ledger of the Purchaser;
 - (ii) A copy of the Escrow Agreements duly executed by the Purchaser; and
 - (iii) any other certificate, document, or instrument required by the laws of Canada, to give effect to the Transaction.
- d. On the Closing Date, the Parties shall enter into an escrow agreement with legal counsel for the Purchaser (the “Purchaser Escrow Agreement”), to include substantially the following conditions:
- (i) Reasonable timing for the public listing of the Purchaser (the “Liquidity Event”) [at an initial public offering price or via reverse take-over with an entity priced no less than the equivalent of CAD \$0.20] on the Exchange, which shall occur no later than 4 months from closing, which may be extended by the Purchaser by an additional 2 months for an aggregate period of 6 months (the “List and Release Long Stop Date”);
 - (ii) On the occurrence of the List and Release Long Stop Date, if the Purchaser has not completed the Liquidity Event as contemplated herein, then: (A) the Purchaser may, within five (5) Business Days of the List and Release Long Stop Date (the “List Failure Consummation Date”), opt to purchase the Consideration Shares for CAD \$1,950,000 (the “Consummation Fee”) payable by wire, bank draft, certified cheque or solicitor’s trust to the Vendors’ solicitors, [REDACTED] [REDACTED] (the “Vendors’ Solicitors”), or as otherwise agreed, on or before the List Failure Consummation Date; and (B) failing remittance of the Consummation Fee on or before the List Failure Consummation Date, the Vendors shall have the right (the “List Failure Right”) to terminate the escrow, thereby cancelling the transfer to the Purchaser of the Purchased Shares and retrieving such shares from the escrow, also becoming entitled to retain the Deposit absolutely, without set off or abatement, but releasing any and all interest in the Consideration Shares. On the occurrence of the Vendors’ exercise of the List Failure Right, in accordance with any applicable escrow agreement, the Purchaser’s solicitors shall release all of the Escrowed Documents to the Vendors’ Solicitors.
- e. On the Closing Date, the Parties shall enter into an escrow agreement with legal counsel for the Vendors (the “Vendor Escrow Agreement”), to include substantially the following conditions:

[VENDOR LEGAL
COUNSEL]

- (i) 100% of the Consideration Shares (the “Escrowed Shares”) will be held in escrow, and the certificates representing the Escrowed Shares shall bear such legends, such that the Escrowed Shares will not be released to the respective Vendors until the following conditions have been met:
- (iii) the Applications have been approved by the appropriate authorities and the resulting licences granted (each a “New Licence”, collectively the “New Licences”); and b) legal ownership of the Leased Property has been acquired by the Purchaser or the Purchaser has leased or acquired one or more real properties other than the Leased Property and the Licences and the New Licences have been amended to reflect such new leased or owned real property.
- (ii) In respect of the issuance of the New Licences, the Purchaser shall use its best efforts to obtain such licenses and, assuming the Purchaser has so conducted itself, it is anticipated that reasonable timing for approval of the Applications by the appropriate authorities, and the occurrence of the granting of each license amongst the New Licences, shall occur as follows:
 - a. Application 1 (as hereinafter defined) – [REDACTED]; and [APPLICATION TIMELINES]
 - b. Application 2 (as hereinafter defined) – [REDACTED]; [APPLICATION TIMELINES] (collectively the “Licence Grant Long Stop Date”);
- (iii) If both of the New Licences have not been issued by the Licence Grant Long Stop Date, the Purchaser shall have the option to extend the Licence Grant Long Stop Date in its sole discretion or the Purchaser shall have the right (the “Licence Grant Failure Right”) to terminate the escrow, thereby cancelling the transfer to the Vendors of the Consideration Shares and retrieving such shares from the escrow but releasing any and all interest in the Purchased Shares.

3.4 Actions to be taken following the Closing Date:

- a. As of the Effective Date and following the completion of the Transaction, the Vendors, using commercially reasonable best efforts, will cooperate with the Purchaser in a timely manner to the extent and for so long as reasonably required by the Purchaser (subject to each of the List and Release Long Stop Date and the Licence Grant Long Stop Date) in order to maintain the Licences and receive the New Licences as may be required or desired by the Purchaser, and to complete any other transitional activities arising from the change of ownership of Colverde, including without limitation with respect to the Assets, including the Lease, which for the avoidance of doubt shall include but not be limited to the requirement to do all things necessary in accordance with the terms of this Agreement to: (i) maintain or facilitate the maintenance of the Lease in good standing, and make or cause to be made any amendments as may be required in accordance with the terms of this Agreement, for so long as reasonably required by the Purchaser, it being understood that the Purchaser will assume the rent to be paid pursuant to the terms of the Lease to a [REDACTED] per month and shall be entitled to terminate the Lease at any time without penalty upon 30 days’ prior written notice (email shall suffice); (ii) facilitate the granting of the New Licences in a timely manner, including by responding to questions and requests from the Purchaser, any third party or any regulatory authority forthwith following such question or request as may be required from time to time.

[RENT AMOUNT]

CLAUSE 4. REPRESENTATION AND WARRANTIES.

- ### 4.1. Representations and Warranties of the Company and the Vendors, jointly, severally and collectively.
- Each Vendor and the Company jointly, severally and collectively represent and warrant to the Purchaser the accuracy and veracity of the representations and warranties contained in Section 4.1. The following representations and warranties are, unless otherwise specified, given as of the Closing Date:

- b. **Organization and Authority.** The Company is a legal entity duly organized and validly existing under the laws of the Republic of Colombia and has the authority to enter into and perform its obligations under this Agreement and the Transaction Documents. The Company is also duly registered and licensed to carry on commercial activities (Business) in the jurisdiction in which it carries on these Business under the Colombian laws.
- c. **Validity and Enforceability.** This Agreement has been duly authorized and executed by the Company and constitutes its valid and legally binding obligation, enforceable in accordance with its terms.
- d. **No Conflict.** The execution and performance by the Company of any of its obligations under the Agreement, do not: (i) conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default, or require any consent under, any indenture, mortgage, agreement or other instrument or arrangement to which the Company is a party or by which the Company is bound; (ii) violate any of the terms or provisions of the by-laws of the Company; or (iii) violate any authorization, judgment, decree or order or any statute, law, rule, regulation or requirement applicable to the Company.
- e. **Status of Authorization.** The following authorizations are all of the authorizations (other than authorizations that are of a routine nature and are obtained in the Ordinary Course of Business) needed by the Company to conduct its Business and execute, perform and comply with its obligations under this Agreement:

[LICENCE AND APPLICATION DEATAILS]

[REDACTED] (the “Licenses”); (iii)
[REDACTED] (“Application 1”); (iv) [REDACTED]
[REDACTED] (“Application 2”, together with Application 1 referred to as the “Applications”).

The foregoing authorizations excluding with respect to the Applications have been obtained and are in full force and effect and there are no facts or circumstances which indicate that any of such authorizations would or might be revoked, cancelled, varied or not renewed. All actions that are or may have been desirable or necessary have been taken by the Company in compliance with the terms of this Agreement and all applicable laws (or any other appropriate parties) in connection with the Applications to ensure the authorization thereof in a timely manner, anticipated to occur on or before [REDACTED].

- f. **By-Laws.** The Company has delivered to the Purchaser a complete and up-dated copy of its by-laws and such by-laws are duly authorized and adopted and in compliance with the laws of Colombia.
- g. **No Immunity.** The Company does not enjoy any right of immunity from set off, suit or execution with respect to their respective obligations under this Agreement.
- h. **Financial Condition.**
 - (i) At the Effective Date the Company is in a non-operative phase.
 - (ii) The Company has not undertaken or agreed to undertake any substantial obligation outside the Ordinary Course of Business.

- (iii) No dividend or distribution has been declared or paid by the Company.
- (iv) No liabilities of any kind are owed to any third party or any Vendor.

i. Taxes.

- (i) All tax returns and reports of the Company required by national, departmental or municipal law to be filed have been duly filed, likewise, all taxes, obligations, fees and other governmental charges upon its properties, or its income or assets, which are due and payable or to be withheld, have been paid or withheld, other than those presently payable without penalty or interest.
- (ii) There are no requirements of any tax authority in which the Company is required to correct or resubmit tax returns, corrections, clarifications, modifications, refunds or to pay taxes (including fines, penalties or interest) that are or refer to tax obligations that the Company must comply with.

j. Litigation

- (i) The Company is not involved in any litigation, arbitration, administrative, regulatory or governmental proceedings or investigations and no such proceedings or investigations are threatened against the Company. The Company is not aware of any fact or circumstance which is likely to give rise to any such proceedings or investigation.
- (ii) No judgment or order has been issued against the Company which has or may reasonably be expected to have a negative effect on the Company or the Business.
- (iii) The Company has not been charged, convicted, fined or otherwise sanctioned in any litigation, administrative, regulatory or criminal investigation or proceeding or freezing of assets by any authority involving the Company or its respective employees with regard to money laundering or financing of terrorism.

k. Compliance with Law. The Company is and has at all times been in compliance with all applicable laws (including without limitation civil, criminal, corporate, administrative, and exchange law), statutes, subordinate legislation, treaties, regulations, directives, decisions, by-laws, circulars, codes, orders, notices, demands, decrees, injunctions, guidance, judgments or resolutions of any authority in Colombia, including without limitation with respect to all matters related to the Assets.

l. Disclosure. Nothing in this Agreement, the Transaction Documents, the by-laws, or certificates or schedules made and delivered pursuant thereto contains any information which is untrue, inaccurate or misleading in any material respect nor does it omit any information the omission of which makes the information contained in it untrue, inaccurate or misleading in any material respect.

m. Subsidiaries. The Company does not own or control (and has never owned or controlled), directly or indirectly, any share capital in any other Company and has not agreed or committed to acquire any shares in other Company.

n. Insolvency. The Company is not subject to any type of insolvency proceedings or related to bankruptcy or any voluntary or compulsory winding up process in accordance with Law 1116 of 2006 of the Republic of Colombia or any other applicable insolvency law.

o. Legality of Activities. The assets and revenues, including without limitation the Assets as defined in this Agreement, as applicable, of the Company are derived from lawful activities. None of them have negative

registries in prevention lists of laundering of domestic or international assets, nor have they carried out or have been linked to unlawful activities, of laundering of assets and/or funding of terrorism.

p. Labour Issues

- (i) The Company has no employees or independent contractors.
- (ii) The Company has at all times complied with the applicable labour norms and regulations, including, without limitation, those related to salaries, working hours, vacation, bonuses, severance payments, interests on severance payments, overtime, the non-application of unfair labour practices or discriminatory practices, payments to the social security system and applicable taxes and contributions to state entities such as the Colombian National Apprentice Service—SENA, Colombian Family Welfare Institute – ICBF, and Family Compensation Institutions. There are no arbitration proceedings, labour strikes, or any other modality of labour rhythm reduction affecting the Company or the employees.
- (iii) There are no outstanding claims or investigations promoted by or on behalf of direct or indirect employees, and/or any third party, against the Company before the Ministry of Labour, any labour agency, any labor judge, the Pension and Parafiscal Management Unit (*UGPP*), any social security entity, any other labour authority, or any other authority, whether local, national, or departmental.
- (iv) There is no legal liability involving the Company resulting from any joint labour liability that it may have with its contractors and/or administrators.
- (v) There are no, and there have been no, unionized employees and the Company is not part, or has been part, of a collective agreement or of a collective labour convention.
- (vi) No employee is paid totally or partially outside of payroll or outside of Colombia.
- (vii) The Company has not sponsored or ever participated in a defined benefits plan in terms of pensions and consequently, there are no pension contingencies for the Company regarding its current and/or former employees.

- q. Immovable Property.** The Company has entered into a commercial lease dated May 2, 2018 with [REDACTED] (the “Landlord”) for real property (the “Leased Property”) located at [REDACTED] (the “Lease”), for which the Licenses have been granted. The real property on lease has at all times been used and continues to be used by the Company for the sole purpose of grounding the applications for the Licenses and the Applications but not the Business, without affecting or infringing the applicable regulations with respect to the use of the land. The Company is not authorized to use the Leased Property for purposes of the Business and, should it wish to do so, the Company must acquire the Leased Property from the registered owner thereof, at which point it shall be entitled to use the Leased Property for purposes of the Business following the closing of such acquisition. The Lease has been structured on a month-to-month basis such that the Company may terminate the Lease at any time upon 30 days’ prior written notice (email shall suffice) so as to permit the Company to locate an alternate suitable site for leasing and use for the purposes of the Business and thereby allow the Company to promptly terminate the Lease. The annual aggregate rent for the Leased Property as set out in the Lease is [REDACTED] per month.

[LEASED PROPERTY AND LANDLORD DETAILS]

r. Financial Matters

- (i) **Books and Records.** All accounting and financial Books and Records have been fully, adequately, and accurately kept and completed in compliance of Colombian law.
- (ii) **Financial Statements.** The 2018 Financial Statements and the Financial Statements to June 30, 2019, have been prepared in compliance with CGAAP and IFRS, and each one fairly presents the assets,

liabilities (whether accrued, absolute, contingent, or otherwise), and the financial situation of the Company on the respective dates.

- s. **Contracts, Validity, and Absence of Breach.** There are no contracts, verbal or written, to which the Company is a party, other than the Lease.
- t. **Insurance.** There is no insurance acquired by Company or in which the Company is a party.
- u. **Intellectual Property, Industrial Property and Habeas Data.** The Company has no intangible assets protected by intellectual property or industrial property. Additionally, the Company is not aware of any fact that constitutes a violation of the protection of personal data regime.
- v. **Environmental Matters.** The development of commercial activities by the Company is not subject to any violation of an obligation regarding environmental legislation, in consequence, there are no requirements or claims from third parties for the violation, or investigation processes or related judicial proceedings with the current environmental legislation.
- w. **Absence of Liabilities or Contingencies Not Disclosed in the Financial Statements.** The Company does not have any liabilities or contingencies (real or contingent) of any nature, known or unknown, except those that appear in the respective Financial Statements in accordance with the generally accepted accounting standards that apply to them.
- x. **Tax Requirements.** There are no requirements of any governmental authority in which the Company is required or required to correct or submit tax returns, corrections, clarifications, modifications, refunds or to pay taxes (including fines, penalties or interest) that are or refer to tax obligations that the Company must comply with.
- y. **Assets.** All assets of the Company are in good standing or/or good working order, as applicable, and sufficient for the operation of the Business.
- z. **Other Information**
 - (i) The information provided to the Purchaser and its advisors as part of the Due Diligence of the Company, as well as the responses to the questions made by Purchaser and its advisors: (a) were provided in good faith and completely and accurately reveal all the pertinent facts and circumstances related to the Company and the Business, on which the Company and Vendors understand the Purchaser has relied to proceed with the Transaction; and (b) nothing has been withheld or omitted from the information provided to Purchaser and its advisors from the commencement of the negotiations up to and including the Effective Date.
 - (ii) The copies of the documents provided or delivered to Purchaser as part of the Due Diligence of the Company process and the written responses given by the Company are true and accurate copies of the mentioned documents.

4.2. Additional Representations and Warranties of the Vendors. Each of the Vendors jointly and severally represent and warrant, with respect to itself, to the Purchaser the accuracy and veracity of the representations and warranties contained in this Section 4.2. The following representations and warranties are, unless otherwise specified, given as of the Closing Date:

- a. **Validity.** This Agreement has been duly authorized and executed by the Vendors and constitutes its valid and legally binding obligation, enforceable in accordance with its terms.
- b. **No Conflict.** The execution and performance by the Vendors of any of its obligations under the Agreement, do not: (i) conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default, or require any consent under, any indenture, mortgage, agreement or other instrument or arrangement to which each of them is a party or by which each of them is bound; or (ii) violate any authorization, judgment, decree or order or any statute, law, rule, regulation or requirement applicable to the Vendors.
- c. **The Purchased Shares.** As of the Closing Date, the Purchased Shares will be 1,000 common shares equivalent to 100% of the issued and outstanding shares of the Company and will be transferred free and clear of all Encumbrance.
- d. **No Immunity.** The Vendors do not enjoy any right of immunity from set off, suit or execution with respect to the respective obligations under this Agreement.
- e. **Litigation**
 - (i) The Vendors are not involved in any litigation, arbitration, administrative, regulatory or governmental proceedings or investigations which outcome might create any type of Encumbrance over the Purchased Shares and no such proceedings or investigations are threatened against any of the Vendors. The Vendors are not aware of any fact or circumstance which is likely to give rise to any such proceedings or investigations.
 - (ii) No judgment or order has been issued against any of the Vendors which has or may reasonably be expected to have a Negative Effect on the Company, the Assets or the Business.
 - (iii) The Vendors have not been charged, convicted, fined or otherwise sanctioned in any litigation, administrative, regulatory or criminal investigation or proceeding or freezing of assets by any authority involving either of the Vendors with regard to money laundering or financing of terrorism.
- f. **Disclosure.** None of this Agreement, the Transaction Documents (as applicable) the by-laws, or certificates or schedules made and delivered pursuant thereto contains any information which is untrue, inaccurate or misleading in any material respect nor does it omit any information the omission of which makes the information contained in it untrue, inaccurate or misleading in any material respect.
- g. **Insolvency.** The Vendors are not subject to any type of insolvency proceedings or related to bankruptcy or any voluntary or compulsory winding up process in accordance with any applicable Canadian or Colombian insolvency law.
- h. **Legality of Activities.** The assets and revenues, as applicable, of the Vendors are derived from lawful activities. The Vendors do not have any negative registries in prevention lists of laundering of domestic or international assets, nor have they carried out or have been linked to unlawful activities, of laundering of assets and/or funding of terrorism.
- i. The copies of the Books and Records provided or delivered to Purchaser given by Vendor are true and accurate copies.

- j. No Vendor has any right of any kind, whether written or oral, to acquire any additional securities of the Company, as a result of the delivery of capital to or on behalf of the Company at any time, directly or indirectly.

4.3. Representations and Warranties of the Purchaser. The Purchaser represents and warrants to the Vendors the accuracy and veracity of the representations and warranties contained in this Section 5.3. The following representations and warranties are, unless otherwise specified, given as of the Closing Date:

- a. **Organization and Authority.** Purchaser is a legal entity duly organized and validly existing under the laws of the Province of Ontario and has the corporate power and authority to enter into and perform its obligations under this Agreement.
- b. **Validity.** This Agreement has been duly authorized and executed by Purchaser and constitutes its valid and legally binding obligation, enforceable in accordance with its terms.
- c. **No Conflict.** The execution and performance by Purchaser of any of its obligations under the Agreement, do not: (i) conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default, or require any consent under, any indenture, mortgage, agreement or other instrument or arrangement to which each of them is a party or by which each of them is bound; (ii) violate any of the terms or provisions of the by-laws of Purchaser; or (iii) violate any authorization, judgment, decree or order or any statute, law, rule, regulation or requirement applicable to Purchaser.
- d. **Status of Authorizations.** The following authorizations are all of the authorizations (other than authorizations that are of a routine nature and are obtained in the Ordinary Course of business) needed by Purchaser to execute, perform and comply with its obligations under this Agreement: (i) approval of the board of directors of the Purchaser. These authorizations have been obtained and are in full force and effect and there are not facts or circumstances which indicate that any of such authorizations would or might be revoked, cancelled varied or not renewed.
- e. **Consideration Shares.** As of the Closing Date, the Consideration Shares will be deemed to be valued by the Purchaser, acting reasonably, at One Million Nine Hundred Fifty Thousand Dollars (\$1,950,000) and which price per common share shall equal a deemed price of \$0.20 per share. The Consideration Shares will be issued free and clear of all Encumbrances, however subject to applicable resale restrictions in the jurisdiction of the Purchaser.
- f. **No Immunity.** Purchaser does not enjoy any right of immunity from set off, suit or execution with respect to its respective obligations under this Agreement.
- g. **Compliance with Law.** Purchaser is in compliance with all applicable laws (whether civil, criminal, corporate or administrative, among others), statutes, subordinate legislation, treaties, regulations, directives, decisions, by-laws, circulars, codes, orders, notices, demands, decrees, injunctions, guidance, judgments or resolutions of any authority in Canada.
- h. **Insolvency.** Purchaser is not subject to any type of insolvency proceedings or related to bankruptcy or any voluntary or compulsory winding up process in accordance with any applicable Canadian insolvency law.

- i. **Legality of Activities.** The assets and revenues of Purchaser are derived from lawful activities. Purchaser does not have any negative registries in prevention lists of laundering of domestic or international assets, nor have they carried out or have been linked to unlawful activities, of laundering of assets and/or funding of terrorism.

4.4. The Parties hereby make the representations and warranties under Sections 4.1, 4.2, and 4.3 and acknowledge that the Company, the Purchaser, and the Vendors are relying on such representations and warranties in entering into this Agreement and completing the Transactions. Each of the representations and warranties are to be construed independently and (except where this Agreement provides otherwise) is not limited by any provision of this Agreement or another representation and/or warranty.

CLAUSE 5. COVENANTS.

- 5.1. The Parties at any time, whether before, upon, or after the Effective Date, shall, at their own cost, execute and deliver any further document and take all such further action as may be reasonably requested in order to effectively complete the Transactions contemplated by this Agreement.
- 5.2. The Parties shall undertake all filings and other requirements associated with the transfer of the Purchased Shares in the time prescribed for the same under applicable law, as well as all filings from time to time required from the Company with the Central Bank of Colombia and, shall cooperate with the filing of the corresponding foreign exchange form of foreign investments and/or exchange ownership or any other required form, with the Central Bank of Colombia.
- 5.3. The Company shall register the Purchased Shares in the name of Purchaser as set forth in this Agreement as of the Closing Date. If the Company, for any reason, except for a breach of this Agreement by the Purchaser, does not register the Purchased Shares as set forth in this Agreement, such failures shall constitute a breach of the obligations of the Company and/or Vendors (respectively) under this Agreement, and the Purchaser shall have the right to exercise any and all rights or legal or equitable remedies of any kind, including but not limited to requesting to register the Purchased Shares in the name of the Purchase.
- 5.4. Following the Closing Date, the Company shall at all times conduct its business in the same manner as had been conducted up to the Closing Date and shall use its reasonable best efforts to preserve intact and good standing the corporate, financial and otherwise condition of the Company and the Assets.
- 5.5. The Purchaser shall pay the Purchase Price and issue and register the Consideration Shares in the name of the Vendors as set forth in this Agreement as of the Closing Date. If the Purchaser, for any reason except for a breach of this Agreement by the Vendors, does not pay the Purchase Price or issue and register the Consideration Shares as set forth in this Agreement, including by reason of failure of the Purchaser’s shareholders to authorize such registration or issuance of Consideration Shares or the failure of the Purchaser to request such registration or issuance, such failures shall constitute a breach of the obligations of the Purchaser under this Agreement, and the Vendors shall have the right to exercise any and all rights or legal or equitable remedies of any kind, including but not limited to requesting the registration of the Consideration Shares in the name of the Vendors, as directed.
- 5.6. The obligations set out in section 3.4 shall be deemed to be covenants of the Vendors.

CLAUSE 6. MUTUAL DUTIES AND OBLIGATIONS.

6.1. Confidential Information

- a. **Undertaking.** The Parties hereby acknowledge that all Confidential Information disclosed during the term of the Agreement, which shall run contemporaneously with the Shareholders Agreement, is the exclusive property of the disclosing Party and, consequently, the receiving Party acknowledges that any unauthorized disclosure thereof may be seriously prejudicial to the disclosing Party. Accordingly, the receiving Party undertakes for the benefit of the disclosing Party to:
- (i) use the Confidential Information for the sole purpose for which it has been disclosed.
 - (ii) allow third parties access to its Confidential Information on a need-to-know basis only.
 - (iii) take appropriate steps, upon such disclosure to a third party, to protect the proprietary nature of its Confidential Information by requesting that said third party sign a non-disclosure agreement providing the same protection of such information as that provided hereunder.
 - (iv) use all reasonable efforts as may be appropriate to restrict access to its Confidential Information.
 - (v) inform the disclosing Party of any unauthorized access to, or use of, its Confidential Information by a third party.
 - (vi) assist the disclosing Party in any undertaking or legal proceedings required to protect its Confidential Information.
- b. Notwithstanding the foregoing, the Purchaser will be entitled to disclose certain Confidential Information when that may be required in order to comply with applicable laws, especially to the preparation and filing of its financial statements.

6.2. Indemnity and Indemnification

- a. **Indemnity by the Vendors and Company.** At any time after the Closing Date, the Vendors and the Company must indemnify, defend and hold harmless the Purchaser, as well as its shareholders, directors, officers, employees, agents, representatives, successors and assigns, in relation to any and all losses suffered or incurred by the Purchaser or its successors or assigns, or by the Company, when any such loss arises from, or is incidental to, any of the following events, regardless of the nature, jurisdiction or duration of the corresponding claim:
- (i) **Violations.** A violation or lack of fullness or certainty and / or breach of any statement, guarantee, representation or warranty made by any or all Vendors or Company under this Agreement. As well as any violation of any contractual obligations stipulated in this Agreement or the Transaction Documents and in the Schedules thereto, which are an integral part of this Agreement.
 - (ii) **Demands, Procedures and Investigations.** Any third-party claim, action, demand, procedure, investigation, requirement, transaction, judgment, liquidation and / or process that arises from any Contract and by virtue of the conduct, whether by action or omission, of any or all Vendors and/or the Company.
 - (iii) **Taxes.** Any and all third-party claims, appraisals or settlements initiated by a government entity with respect to any taxes, with respect to a fiscal period or a portion thereof ending on or before the Closing Date.
 - (iv) **Employees.** Any and all claims of third parties, established by an employee or former employee of the Company or any or all of the Vendors or personnel hired through temporary employment agencies or

associative work cooperatives or any other kind of contractor with the same purpose until the Closing Date with respect to their employment relationship with the Company.

b. Indemnity by Purchaser. At any time after the Closing Date, the Purchaser must indemnify, defend and hold harmless the Vendors in relation to any and all losses suffered or incurred by him or his successors or assigns, or by the Company, when this losses arise from, or are incidental to any of the following events, regardless of the nature, jurisdiction or duration of the corresponding claim:

(i) Violations. A violation or lack of fullness or certainty and / or breach of any statement or guarantee made by the Purchaser under this Agreement. As well as any violation of any contractual obligations stipulated in this Agreement and the Transaction Documents.

c. Indemnity Procedure. Immediately and in any case within fifteen (15) days following the knowledge of claim or potential claim that would be subject to this Section 6, the Party of Party seeking indemnification (the "**Indemnified Party**") will give written notice to the other party (the "**Indemnifying Party**"). The written notice must contain a detailed description of the facts that support the claim, as well as the value of the same.

The Indemnifying Party shall defend any process by doing its best and diligently to avoid or diminish the effects of any loss and keep the Indemnified Party informed of the progress made.

The Indemnifying Party shall be obliged to make compensation payments, within thirty (30) days following the issuance of the corresponding expense, the issuance of a final conviction, conciliation or settlement.

The indemnity obligations contained in this section 6.2(c), will survive the Closing Date until the expiration of the term to claim provided in the next section 'e'.

d. Limitations in relation to claims for losses

(i) The value of the loss suffered by the Indemnified Party shall be reduced by: (a) any amount received by it under any insurance policy or reinsurance concept whose purpose falls on the loss; (b) any amount received from a third party considered responsible for it, and / or (c) any tax benefit obtained on the occasion of the loss. The Indemnified Party shall be obliged to do everything reasonably possible to obtain payment of any amount derived from said insurance or reinsurance policy, to obtain payment by the third party that is considered responsible for the loss and / or for obtain any tax benefit that results from the loss. If either Party obtains a tax benefit, receives a sum on the occasion of an insurance policy or reinsurance concept or a third party, after receiving the compensation established in this clause, the Indemnified Party shall have the obligation to immediately reimburse the Indemnifying party the payment made by it as compensation in the corresponding proportion.

(ii) The Indemnifying Party shall only be obliged to indemnify the Indemnified Party for those claims for which it has received written notice from the Indemnified Party within the term established in the next section 'e' of this clause.

(iii) The Indemnified Party will do everything reasonably possible in good faith to mitigate any loss that results from or is related to any matter for which said Party is entitled to compensation under this Contract.

- e. **Expiration of the Right to Claim.** There will be no right to claim or obligation of compensation by the Vendors, the Company or the Purchaser, as the case may be, unless the indemnifying event in question is notified within the term established in section ‘a’ of this section.

6.3. Payment of Taxes. Each of the individual Vendors shall be solely responsible and severally liable for any applicable taxes incurred by each of them as a result of the sale of the Purchased Shares to the Purchaser.

CLAUSE 7. TERMINATION

7.1. The obligation of the Purchaser to complete the Transactions will terminate:

- a. If, at any time, in the reasonable opinion of the Purchaser, anything has occurred which has or may reasonably be expected to have a Negative Effect on the Purchaser or there exists any situation which indicates that performance by the Company of its obligations under this Agreement or in relation to the Business cannot be expected; or
- b. If either the Vendors or Company has breached this Agreement and such breach is incapable of cure (in the sole discretion of the Purchaser) or, where such breach can be cured (in the sole discretion of the Purchaser), it has not been cured within thirty (30) days following receipt by the Vendors or Company, as the case may be, of notice of such breach from the Purchaser.

7.2. The obligation of the Vendors to complete the Transactions will terminate:

- a. In the event of a failure of Purchaser to comply with any of the undertakings made pursuant to the Agreement, in particular, but without limitation, the failure to effect payment of the balance of the Purchase Price in accordance with the terms and conditions in Section **Error! Reference source not found.**2 hereof. The Vendors shall be entitled to waive their rights to insist upon payment of any remaining balance which may be outstanding on the Purchase Price of the Purchased Shares and to consider the sale evidenced hereby as being lawfully rescinded, upon notice of thirty (30) days to this effect.

7.3. Penal Clause. In case any of the Parties fails to comply with any obligation contained in the Agreement, excluding all those that depend on the will of a third party, provided that in this last event the obligated Party acted diligently, the Unfulfilled Party will pay as penalty to the Party that has fulfilled with an amount equivalent ten percent (10%) of the purchase Price. Once notified of the event of non-compliance with these obligations by the Fulfilled Party that has complied with the Unfulfilled Party or its agent, the Unfulfilled Party shall have a term of thirty (30) calendar days to cure the unfulfilled. In the event that the Unfulfilled Party does not cure its unfulfilled in the aforementioned term, the penalty contemplated herein may be demanded by the executive proceeding in the ordinary jurisdiction, with the simple presentation of this Agreement and the affirmation of the Fulfilled Party with the non-compliance of the opposing party, and without the need for a requirement or constitution in default, rights to which the Parties renounce in their reciprocal benefit. The penalty will cause interest at the maximum rate allowed by the Applicable Law. In addition to the requirement of the penalty, the Party that has fulfilled may request the termination of the Agreement and compensation for damages that may arise.

The Parties declare that this document provides executive merit for the executive collection of this penal clause.

The Unfulfilled Party shall pay the amount of the penalty established in this clause to the Fulfilled Party, immediately after the expiration of the term for the Unfulfilled Party to cure its non-compliance.

CLAUSE 8. DISPUTE RESOLUTION.

8.1. Dispute Resolution. The Differences arising or related in any way to this Agreement, others than those events for which a special procedure has been provided, will be settled as follows.

- a. **Direct Resolution.** This first phase may be convened by any Party and will have a maximum duration of thirty (30) days from the moment the difference was notified, and the direct resolution was convened.
- b. **Arbitration.** Subject to Section 8.1(c), any dispute that has proceeded through the direct meeting established in Section 8.1(a) without resolution may be submitted to arbitration. Any arbitration conducted pursuant to this Agreement shall take place in the City of Toronto, Province of Ontario, Canada. The costs of the arbitration shall be borne equally by the Parties or as may be specified in the arbitrator’s decision. The provisions of the Arbitration Act of Ontario as amended, except as otherwise provided in this Agreement shall govern the arbitration process. The determination arising out of the arbitration process shall be final and binding upon the Parties to the arbitration.
- c. **Exceptions to Arbitration.** The following matters shall be excluded from arbitration under this Agreement:
 - (i) A decision by either Party to terminate this Agreement.
 - (ii) Any disputes involving third Persons.
 - (iii) Breach of confidentiality by either Party.
 - (iv) Intellectual Property claims, whether initiated by third Persons or by one of the Parties to this Agreement.

CLAUSE 9. GENERAL PROVISIONS

9.1. Notice and Notifications. Every notice or other communication hereunder shall be deemed to have been duly given and made if in writing and if served by personal delivery upon the Party for whom it is intended, if delivered by registered or certified mail, return receipt requested, or by a national courier service, or if sent by email (receipt of which is confirmed) to the Party at the address set forth below, or such other address as may be designated in writing hereafter, in the same manner, by such Party:

To Purchaser:

Attention: Dennis Hancock, President and CEO

[REDACTED]
[REDACTED]

[PARTY DETAILS]

To [REDACTED]

[REDACTED]

[REDACTED]

To [REDACTED]

[REDACTED]

[PARTY DETAILS]

To [REDACTED]

[REDACTED]

To the Company:

[REDACTED]

Any such notification shall be deemed delivered (i) upon receipt, if delivered personally, (ii) on the next Business Day, if sent by international courier service for next Business Day delivery or if sent by email. Any correctly addressed notice or last known address of the other parties that is relied on herein that is refused, unclaimed, or undeliverable because of an act or omission of the Party to be notified as provided herein shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities by mail, through messenger or commercial express delivery services.

9.2. Amendment. The Agreement may be amended at any time by mutual consent of the Parties provided that any amendment must be set forth in writing and signed by each of the Parties to the Agreement. It shall be deemed effective as of the day of its recording in a written instrument duly signed by the Parties.

9.3. Waiver. The waiver by either Party of a breach or default of any provision of this Agreement by the other Party shall not be effective unless in writing and shall not be construed as a waiver of any succeeding breach of the same or of any other provision. Nor shall any delay or omission on the part of either Party to exercise or avail itself of any right, power or privilege by such Party shall constitute a waiver.

9.4. Survival. The termination of the Agreement shall not affect the survival and enforceability of any provision of the Agreement which is expressly or implicitly intended to remain in effect after such termination.

9.5. Independent Legal Advice. Each of the Parties acknowledge that they have had the opportunity to seek independent legal advice with respect to entering into this Agreement, that they have obtained such independent legal advice or have expressly waived their right to do so. The Parties are entering into this Agreement with full knowledge of the contents hereof, of their own free will and will full capacity and authority to do so.

9.6. Counterparts and Facsimile or Electronic Execution and Delivery. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and both of which together shall constitute one and the same instrument. To evidence its execution of an original counterpart of this Agreement, a Party may send a copy of its original signature on the execution page hereof to the other Party by facsimile transmission or email and such transmission shall constitute delivery of an executed copy of this Agreement to the receiving Party as of the date of receipt thereof by the receiving Party or such other date as may be specified by the sending Party as part of such transmission.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Party hereto has duly executed this Agreement at the Effective Date.

MOUNTAIN VALLEY MD INC.

Per: _____

A large black rectangular redaction box covering the signature and name of the representative of Mountain Valley MD Inc.

[PARTY SIGNATORY DETAILS]







COLVERDE MD SAS

Per: _____

A large black rectangular redaction box covering the signature and name of the representative of Colverde MD SAS.

Schedule “A”

Certificate of existence and legal representation (Certificate of Good Standing)

COLVERDE MD SAS

November 15, 2019 (“Effective Date”)

Schedule “B”

Certificate of Incumbency

MOUNTAIN VALLEY MD INC.