

TOSCA RESOURCES CORP.
401 – 409 Granville Street
Vancouver, BC
V6C 1T2

March 19 , 2015

Hatch Interactive Technologies Corp.
#830, 1100 Melville Street,
Vancouver, BC, V6E 4A6
("Hatch")

Attn: Blair Naughty, Chief Executive Officer

Dear Sirs,

**Re: Proposed Business Combination between Tosca Resources Corp.
and Hatch Interactive Technologies Corp.**

This letter of intent (the "**LOI**") confirms our (Shenton/Naughty) recent discussions and sets out the terms of the proposed transaction (the "**Transaction**") between Tosca Resources Corp. ("**Tosca**") and the shareholders of Hatch Interactive Technologies Corp. (the "**Hatch Shareholders**") pursuant to which Tosca will purchase all or substantially all of the outstanding common shares of Hatch (the "**Hatch Shares**") in exchange for common shares of Tosca ("**Tosca Shares**") on a tax deferred or roll-over basis for Canadian income tax purposes and thereby Hatch will become a wholly-owned subsidiary of Tosca .

Tosca and the participating Hatch Shareholders propose to complete the Transaction in the following manner:

1. Share Exchange

Tosca and the participating Hatch Shareholders (the "**Selling Shareholders**") will enter into an agreement (the "**Share Exchange Agreement**") pursuant to which:

- (a) the Selling Shareholders will sell, and Tosca will purchase the Hatch Shares held by the Selling Shareholders;
- (b) the purchase price for the Hatch Shares will be the sum of \$4,818,709.95 and be paid by issuance of Tosca Shares based upon an exchange ratio of 2 (two) Tosca Shares (at a deemed price of \$0.15 per Tosca Share) for 3 (three) Hatch Shares held by each Selling Shareholder;
- (c) on Closing each Selling Shareholder will cease to be a Hatch Shareholder and will be added to the register of holders of Tosca Shares;
- (d) Tosca will become the registered holder of such Hatch Shares;
- (e) the share exchange will be made in reliance on an exemption from the registration and prospectus filing requirements contained in section 2.16 of NI 45-106;

(f) the Tosca Shares issued to the Selling Shareholders will be subject to resale restrictions in accordance with applicable securities legislation and the certificates representing such Tosca Shares may, if required, be affixed with certain legends describing such restrictions; and

(g) the Selling Shareholders may elect to treat the transaction on a tax deferred basis for Canadian federal income tax purposes under subsection 85.1 of the *Income Tax Act*.

Concurrent with Closing of the Share Exchange, Tosca will change its name to Hatch Interactive Technologies Corp. or such other name as the directors of Tosca may approve.

2. Private Placement

Prior to the Closing of the Share Exchange, Tosca will complete a non brokered, working capital private placement of up to \$900,000 consisting of up to 6,000,000 Units of Tosca at \$.0.15/Unit. (the "**Private Placement**"). Each Unit consists of one common share and one full warrant exercisable at \$0.25 in year one and \$0.35 in year two .

The matters and steps necessary to implement the proposed Transaction described herein reflect our present intentions but do not constitute a complete statement of the terms, conditions, documents and procedures necessary to effect the Transaction. All of the terms and conditions to complete the Transaction will be documented in the Share Exchange Agreement that is to be negotiated and settled by Tosca and Hatch and which will contain, in addition to any items specified in this LOI, such representations, warranties, covenants, conditions and other agreements as are usual and customary for transactions of this nature.

3. Effective Date

The effective date of the Transaction will be the tenth business day (Saturdays, Sundays and holidays excluded) after the day by which:

- (a) not less than 100% of holders of the issued and outstanding shares of Hatch have executed and delivered the Share Exchange Agreement to Tosca ;
- (b) Tosca receives executed subscription agreements necessary to complete the Private Placement;
- (c) all necessary filings have been made with all applicable regulatory authorities; and
- (d) any and all necessary steps are completed and approvals are received for the purpose of completing the Transaction;

all of which is anticipated to occur or be obtained on or before June 15, 2015 or such later date as may be mutually agreed upon by the parties hereto (the "**Effective Date**").

4. Share Exchange Agreement

The Share Exchange Agreement to be executed by Tosca and the Selling Shareholders will include representations, warranties, covenants and other agreements customary for a transaction of a similar nature and will include the terms and conditions precedent including but not limited to the following:

- (a) completion of mutual due diligence;
- (b) the compliance by each of the parties with the representations and covenants contained in the Share Exchange Agreement;
- (c) receipt by Tosca of all customary advisory and professional opinions;

- (d) receipt of all required third party consents;
- (e) approval of Tosca's board of directors;
- (f) approval of Hatch's board of directors;
- (g) concurrent Closing of the Private Placement;
- (h) receipt of Canadian Securities Exchange ("CSE") approval and other required regulatory approvals.

The companies will work diligently to settle and execute the Share Exchange Agreement by April 30, 2015 or such later date as mutually agreed upon by the Parties. (the "**Execution Date**").

5. Standstill Regarding Securities Issuances

As of the date hereof:

- (a) Tosca has issued and outstanding 8,836,925 Common Shares, 3,893,563 share purchase warrants that are effective and expire as follows: 1,655,000 expiring on January 14, 2016 and with an exercise price of \$0.10; 150,000 expiring on January 2, 2016 and with an exercise price of \$0.30; 702,313 expiring on May 6, 2015 and with an exercise price of \$0.40; and 1,386,250 expiring on December 17, 2015 and with an exercise price of \$0.30. In addition, a total of 805,500 options have been granted under Tosca's incentive stock option plan to directors and officers of which 8,000 are exercisable at a price of \$3.68 per share and expire on February 24, 2017; and 297,500 are exercisable at a price of \$0.32 per share and expire at various dates over the period from February 12, 2017 through January 2, 2019; and 500,000 are exercisable at \$0.115 per share and expire on February 20, 2017; and
- (b) Hatch has issued and outstanding 48,187,100 Common Shares and 0 (Nil) issued and outstanding options to purchase Common Shares.

Tosca and Hatch shall not issue any securities, including shares, or any securities convertible into shares, or any other securities (other than on the exercise of previously issued options, warrants and the Private Placement Units referenced in paragraph 2 hereof) prior to the completion of the Transaction without the prior consent of the directors of both Tosca and Hatch.

6. Confidentiality

All negotiations between Tosca and Hatch respecting this LOI and the Share Exchange Agreement will be confidential and will not be disclosed to anyone other than the companies and their respective advisers and internal staff and necessary third parties, such as persons approached for financing. All information disclosed to each other which has not been publicly disclosed will be kept strictly confidential and will not be disclosed by the recipient party, except as may be required under applicable law, until publicly disclosed by the party providing the information. This restriction does not apply to information which is obtained by either party from any other source with a right to disclose such information. If the Share Exchange Agreement is not signed by the Execution Date, or if this LOI is otherwise terminated, all documents, if any, of a confidential nature, delivered by Tosca or Hatch to the other or to their respective representatives, and copies thereof, will be immediately returned to the party supplying same.

7. Access to Records

Tosca and Hatch shall represent to the other that their respective publicly-filed disclosure record (the "**Disclosure Record**") contains accurate disclosure about their respective business and affairs and

contains no misrepresentation or omissions of material facts. Each company will provide reasonable access to its records and personnel for purposes of permitting the other to verify the accuracy of its Disclosure Record.

8. Standstill Regarding Securities Trading

Tosca and Hatch each agree that they will not, directly or indirectly, either individually or in partnership or in conjunction with any person or persons, firm, association, syndicate, joint venture, partnership, company or corporation as principal, agent, or shareholder or in any other manner whatsoever, purchase or sell any shares of the other company during the term of this LOI.

9. No Material Acquisitions or Dispositions

During the term of this LOI, Tosca and Hatch:

- (a) will not, and will not permit any of its affiliates to, acquire or agree to acquire by amalgamation, arrangement, merger or consolidation with, or by purchasing the assets of, or by any other manner, any business or any corporation, partnership, association of other business organization or division thereof or otherwise acquire or agree to acquire any assets which are material, individually or in the aggregate, material to their respective businesses without the prior consent of the other; and
- (b) will not, and will not permit any of its affiliates to, sell, lease, transfer, mortgage, encumber or otherwise dispose of any material asset or cancel, release or assign any material indebtedness or claim, except in the ordinary course of business consistent with past practice, without the prior consent of the other.

10. No Solicitation

During the period commencing on the execution hereof and continuing until the first to occur of (i) the execution of the Share Exchange Agreement or (ii) the Termination Date (as hereinafter defined), Tosca and Hatch will not, directly or indirectly, and will not authorize or permit any representative thereof to, directly or indirectly, solicit, initiate, encourage, engage in or respond to any inquiries or proposals to sell or otherwise dispose of their respective businesses provided, however, that except as indicated below, nothing shall prevent Tosca or Hatch from furnishing non-public information to, or entering into a confidentiality agreement and/or discussions with, any party in response to a bona fide unsolicited purchase proposal that is submitted by such party after the execution hereof and which is not withdrawn if the directors of Tosca or Hatch conclude in good faith, after consultation with its advisors, that such action is required in order for them to comply with their fiduciary obligations under applicable law.

11. Right to Terminate

This LOI may be terminated:

- (a) By either Tosca or Hatch, if the Share Exchange Agreement is not executed on or before the Execution Date; or
- (b) By Tosca if, prior to the Execution Date, Tosca determines acting reasonably, that the Transaction is not in the best interests of its shareholders; and
- (c) By Hatch if, prior to the Execution Date, Hatch determines, acting reasonably, that the Transaction is not in the best interests of its shareholders.

The date upon which this LOI is terminated pursuant to the above is referred to herein as the "Termination Date".

12. Publicity

Neither Tosca nor Hatch will make any press release, public announcement or public statement about this LOI, without the express approval of the other. Upon execution of this Letter of Intent by Tosca and Hatch, neither company shall make announcements regarding the Transaction and other matters contemplated herein which has not been previously reviewed and commented on by the other, except that either company may make a press release or filing with a regulatory authority if counsel for such company advises it that such press release or filing is necessary in order to comply with applicable law or the rules and policies of any securities regulatory authority having jurisdiction over a company, in which case such company will first make a reasonable effort to obtain the prior approval of the other.

13. Good Faith

Tosca and Hatch will negotiate in a timely manner and in good faith to settle the terms of the Share Exchange Agreement and to ensure timely receipt of all approvals and consents referred to herein.

14. Fees and Expenses

Except as otherwise provided in this LOI, each of Tosca and Hatch agrees that, whether or not the proposed Transaction outlined herein is consummated, each will pay its own fees and expenses, including any fee for advice or opinions incurred in connection with the negotiation, preparation, execution and delivery of this LOI and the Share Exchange Agreement.

15. Assignment

This LOI is private to Tosca and Hatch and shall not be assigned.

16. Survival of Binding Terms

If this LOI is terminated, the obligations and covenants set out in sections 6, 12, 14, 16 and 17 of this LOI shall survive the termination hereof.

17. Governing Law

This LOI is and will be deemed to be made in British Columbia, for all purposes will be governed exclusively by and construed and enforced in accordance with the laws of British Columbia and the parties hereto hereby attorn to the non-exclusive jurisdiction of the courts of British Columbia.

18. Notices

Notices and other communications will be effective when emailed in PDF format, under letterhead as follows:

If to Tosca then to: Ron Shenton at Suite #401, 409 Granville Street, Vancouver, BC, V6C 1T2

If to Hatch then to: Blair Naughty at Suite# 830, 1100 Melville Street, Vancouver, BC, V6A 4A6

Any email which is intended to be a notice under this LOI must specifically state that it is intended to constitute notice hereunder.

19. Execution and Board Approvals

This LOI may be executed in counterpart and by facsimile with the same effect as if both Tosca and Hatch had signed the same document, and both counterparts will be construed together and constitute one and the same instrument.

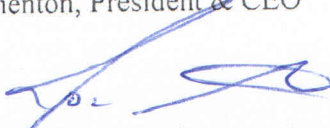
If the above correctly sets forth your understanding of our agreement with respect to the proposed Transaction, kindly so indicate by executing the enclosed copy of this Letter in the space provided below and returning it to the undersigned by 9 p.m. on March 19, 2015.

By signing this LOI each signatory warrants that he has sufficient authority granted by the respective boards of directors to execute this LOI.

Yours truly,

TOSCA RESOURCES CORP.
Per:

Ron Shenton, President & CEO



The foregoing is hereby agreed to this 19th day of March, 2015.

HATCH INTERACTIVE TECHNOLOGIES CORP.
Per:



Blair Naughty, Chief Executive Officer

SELLING SHAREHOLDERS