

**APPENDIX A**  
**TO FORM 2A LISTING STATEMENT**  
**TOSCA RESOURCES CORP.**  
**SHARE EXCHANGE AGREEMENT**

**SHARE EXCHANGE AGREEMENT**

**THIS AGREEMENT** is dated for reference as of the 6<sup>th</sup> day of May, 2015.

**BETWEEN:**

**TOSCA RESOURCES CORP.**, a corporation incorporated under the laws of the Province of British Columbia and having an office at 520 – 800 West Pender Street, Vancouver, BC V6C 2V6

("Tosca")

**AND:**

**HATCH INTERACTIVE TECHNOLOGIES CORP.**, a corporation incorporated under the laws of the Province of British Columbia and having an office at #830, 1100 Melville Street, Vancouver, BC, V6E 4A6

("Hatch")

**AND:**

**THE UNDERSIGNED SHAREHOLDERS OF HATCH**

("Selling Shareholders")

**WHEREAS:**

- A. Each of the Selling Shareholders is the registered and beneficial owner of the shares in the capital of Hatch set forth beside their name below, and collectively the Selling Shareholders are the registered and beneficial owners of all of the issued and outstanding shares in the capital stock of Hatch;
- B. Tosca has offered to purchase all of the issued and outstanding shares of Hatch (the "**Transaction**");
- C. This Agreement and the transactions contemplated herein are intended to provide the Selling Shareholders who are Canadian Residents the opportunity to dispose of their Hatch Shares (as defined below) in return for Common Shares in the capital stock of Tosca (the "**Tosca Shares**") on a tax-deferred basis for Canadian income tax purposes pursuant to the provisions of Section 85.1 of the *Income Tax Act*;
- D. The boards of directors of Tosca and Hatch have approved and adopted this Agreement; and
- E. In order to record the terms and conditions of the agreement among them, the parties wish to enter into this Agreement.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the premises, covenants, terms, conditions, representations and warranties hereinafter set forth, the parties hereto agree each with the other as follows:

1. **Interpretation**

1.1 In this Agreement or in any amendments or Schedules hereto, the following terms will have the following meanings:

- (a) **"Affiliate"** of any person means any other person directly or indirectly controlling, controlled by, or under common control with, that person. For the purposes of this definition, "control" (including, with correlative meanings, the terms "controlled by" and "under common control with"), as applied to any person, means the possession by another person, directly or indirectly, of the power to direct or cause the direction of the management and policies of that first mentioned person, whether through the ownership of voting securities, by contract or otherwise.
- (b) **"Agreement"** means this Share Exchange Agreement and any amendment, supplement or addendum to the Agreement;
- (c) **"Applicable Securities Legislation"** means all applicable securities legislation in all jurisdictions relevant to the issuance of the Tosca Shares;
- (d) **"B.C. Securities Act"** means the *Securities Act (British Columbia)* R.S.B.C. (1996), c. 418, as amended from time to time;
- (e) **"Canadian Resident"** means a person that is a resident of Canada for the purposes of the *Income Tax Act*;
- (f) **"Closing Date"** means June 15, 2015 or such other date as may be mutually agreed upon by the parties to this Agreement;
- (g) **"CSE"** means the Canadian Securities Exchange;
- (h) **"Exchange Ratio"** means the ratio of two (2) Tosca Shares for each three (3) Hatch Share held by a Selling Shareholder;
- (i) **"Hatch Business"** means the business in which Hatch is engaged, namely the development of internet based applications;
- (j) **"Hatch Creditors"** means all of the creditors of Hatch as at the Closing Date as set out in Schedule C;
- (k) **"Hatch Financial Statements"** means the audited financial statements of Hatch for the twelve month period ended January 31, 2015, attached hereto as Schedule B;
- (l) **"Hatch Shares"** means the Class A voting common shares of Hatch;
- (m) **"Hazardous Substance"** means any chemical, pollutant, contaminant, waste, toxic substance, hazardous substance or other substance or material defined in or regulated pursuant to applicable environmental laws;
- (n) **"IFRS"** means International Financial Reporting Standards;
- (o) **"Income Tax Act"** means the *Income Tax Act (Canada)* R.S.C. (1985), 5th supp., c. 1, as amended from time to time;

- (p) **"Indemnified Party"** has the meaning ascribed to that term in Subsection 10.7;
- (q) **"Indemnifying Party"** has the meaning ascribed to that term in Subsection 10.7;
- (r) **"Material Adverse Effect"** when used in connection with an entity means any change (including a decision to implement such a change made by the board of directors or by senior management who believe that confirmation of the decision by the board of directors is probable), event, violation, inaccuracy, circumstance or effect that is materially adverse to the business, assets (including intangible assets), liabilities, capitalization, ownership, financial condition or results of operations of such entity or subsidiaries taken as a whole;
- (s) **"NI 45-106"** means National Instrument 45-106 - *Prospectus and Registration Exemptions*, as adopted by the British Columbia Securities Commission;
- (t) **"Tosca Shares"** means the common shares of Tosca;
- (u) **"Tosca Financial Statements"** means the audited financial statements of Tosca for the year ended November 30, 2014 attached as Schedule D.
- (v) **"Transaction"** has the meaning ascribed to such term in Recital B;
- 1.2 All dollar amounts referred to in this Agreement are in Canadian funds, unless expressly stated otherwise.
- 1.3 The following Schedules are attached hereto and form part of this Agreement:

<b>Schedule</b>	<b>Description</b>
A.	INTENTIONALLY DELETED
B.	Hatch Financial Statements
C.	Hatch Creditors and Encumbrances
D.	Tosca Financial Statements
E.	Material Agreements of Hatch
F.	Hatch Litigation
G.	Tosca Litigation
H.	Hatch Intellectual Property
I	Tosca Options and Warrants

## **2. Share Exchange**

- 2.1 The Selling Shareholders hereby covenant and agree to sell, transfer and assign to Tosca, and Tosca covenants and agrees to purchase from the Selling Shareholders, all of the Hatch Shares held by each Selling Shareholder.
- 2.2 The purchase price for the Hatch Shares held by the Selling Shareholders will be the sum of \$4,818,709.95 and will be paid by the issuance of 32,124,732 shares of Tosca, to be issued to the Selling Shareholders, with each Selling Shareholder receiving the amount set out opposite each Selling Shareholder's name below, as determined pursuant to the Exchange Ratio.
- 2.3 Following the exchange of the Hatch Shares for the Tosca Shares in accordance with this Agreement, the name of each Selling Shareholder will be removed from the securities register of Hatch Shares.
- 2.4 The name of each Selling Shareholder or their nominees will be added to the securities register of Tosca Shares.
- 2.5 Tosca will be recorded as the registered holder of such Hatch Shares so exchanged.
- 2.6 The sale of the Hatch Shares and the issuance of the Tosca Shares to the Selling Shareholders will be made in reliance on an exemption from the registration and prospectus filing requirements contained in Section 2.16 of NI 45-106. Hatch and Tosca reserve the right to request from the Selling Shareholders any additional certificates or representations required to establish an exemption from Applicable Securities Legislation prior to the issuance or transfer of any Hatch Shares or Tosca Shares.
- 2.7 The Selling Shareholders acknowledge and understand that the Tosca Shares they receive pursuant to this Agreement may be subject to escrow requirements in accordance with Applicable Securities Legislation and the policies of the CSE.
- 2.8 It is intended that the transactions contemplated in this Agreement will generally constitute a transaction in respect of which the Selling Shareholders may elect to be treated on a tax deferral basis pursuant to Section 85.1 of the *Income Tax Act* by treating the transaction as a rollover in his or her income tax return for the year in which the exchange occurred by not including in income any portion of the gain or loss which would otherwise have arisen on such Selling Shareholder's exchanged shares.
- 2.9 The Selling Shareholder will bear the full responsibility of treating the transaction as a deferral in his or her income tax return.

## **3. Covenants, Representations, and Warranties of Hatch and the Selling Shareholders**

- 3.1 The Selling Shareholders each severally, and not jointly and severally, covenant and represent and warrant to Tosca as of the date of this Agreement and at the Closing Date as follows, and acknowledge that Tosca is relying upon such covenants, representations and warranties in connection with the Transaction:
  - (a) Each Selling Shareholder represents that the Tosca Shares to be issued to the Selling Shareholders in accordance with the transaction are being issued to each Selling Shareholder as principal for their own account and not for the benefit of any other person.

- (b) The Hatch Shares set forth beside the Selling Shareholder's name below are owned by the Selling Shareholder as the beneficial and recorded owner with good and marketable title thereto, free and clear of all mortgages, liens, charges, security interests, adverse claims, pledges, encumbrances and demands whatsoever, and represents all of the Hatch Shares owned, directly or indirectly, legally or beneficially, by such Selling Shareholder.
- (c) Other than as discussed in this Agreement, no person, firm or corporation has any agreement or option or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option for the purchase from the Selling Shareholder of any of the Hatch Shares held by that Selling Shareholder.
- (d) To the best of the knowledge of the Selling Shareholder, the entry into this Agreement and the consummation of the Transaction will not result in the violation of any of the terms and provisions of the constating documents or bylaws of Hatch or of any indenture, instrument or agreement, written or oral, to which that Selling Shareholder may be a party.

3.2 Hatch covenants, represents and warrants to Tosca as of the date of this Agreement and at the Closing Date as follows, and acknowledge that Tosca is relying upon such covenants, representations and warranties in connection with the Transaction:

- (a) Hatch has been duly incorporated and organized, is a validly existing company with limited liability and is in good standing under the *Business Corporations Act* (BC); it has the corporate power to own or lease its property and to carry on the Hatch Business; it is duly qualified as a company to do business and is in good standing with respect thereto in each jurisdiction in which the nature of the Hatch Business or the property owned or leased by it makes such qualification necessary; and it has all necessary licenses, permits, authorizations and consents to operate the Hatch Business. Hatch has no active or material subsidiary;
- (b) Hatch is not a reporting issuer in any jurisdiction and the Hatch Shares are not listed or posted for trading on any stock exchange or quotation system.
- (c) The authorized share capital of Hatch consists of an unlimited number of Class A voting common shares, an unlimited number of Class B voting common shares, an unlimited number of Class C non-voting common shares (all of the foregoing without nominal or par value), 10,000,000 Class A preferred shares with a par value of \$10 per share, and 10,000,000 Class B preferred shares with a par value of \$0.01 per share, of which 48,187,100 Class A voting common shares are issued and outstanding as at the date of this Agreement as fully paid and non-assessable, and no Class B voting common shares, Class C non-voting common shares, Class A preferred shares, nor Class B preferred shares are issued or outstanding.
- (d) Other than as discussed in this Agreement, no person, firm or corporation has any agreement or option, including convertible securities, warrants or convertible obligations of any nature, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option for the purchase, subscription, allotment or issuance of any of the unissued shares in the capital of Hatch or of any securities of Hatch.
- (e) Hatch does not have any agreements of any nature to acquire any subsidiary, or to acquire or lease any other business operations, and will not, prior to the Closing Date, acquire, or agree to acquire, any subsidiary or business without the prior written consent of Tosca, such consent not to be unreasonably withheld.

- (i) Hatch will not issue any additional Hatch Shares from and after the date of this Agreement to the Closing Date or create any options, warrants or rights for any person to subscribe for or acquire any unissued shares in the capital of Hatch, without the prior written consent of Tosca.
- (j) To the best of its knowledge, Hatch is not a party to or bound by any guarantee, warranty, indemnification, assumption or endorsement or any other like commitment of the obligations, liabilities (contingent or otherwise) or indebtedness of any other person, firm or corporation other than as set out in Schedules B, C, E and F to this Agreement.
- (k) The books and records of Hatch fairly and correctly set out and disclose in all material respects, in accordance with IFRS, the financial position of Hatch as at the date of this Agreement, and all material financial transactions of Hatch relating to the Hatch Business have been accurately recorded in such books and records.
- (l) The Hatch Financial Statements fairly present the assets, liabilities (whether accrued, absolute, contingent or otherwise) and the financial condition of Hatch as at the date thereof and there will not be, prior to the Closing Date, any material increase in such liabilities other than increases arising as a result of carrying on the Hatch Business in the ordinary course.
- (m) To the best of the knowledge of Hatch, the entry into this Agreement and the consummation of the Transaction will not result in the violation of any of the terms and provisions of the constating documents or bylaws of Hatch or of any indenture, instrument or agreement, written or oral, to which Hatch may be a party.
- (n) The entry into this Agreement and the consummation of the Transaction will not, to the best of the knowledge of Hatch, result in the violation by Hatch of any law or regulation of the Province of British Columbia or other jurisdiction in which Hatch carries on business, or at the Closing Date will carry on, or of any municipal bylaw or ordinance to which Hatch or the Hatch Business maybe subject.
- (o) Except as disclosed in Schedule E, Hatch is not a party to any written or oral employment, service or pension agreements.
- (p) Except as disclosed in Schedules C and E, Hatch does not have any outstanding bonds, debentures, mortgages, notes or other indebtedness and Hatch is not under any agreement to create or issue any bonds, debentures, mortgages, notes or other indebtedness, except liabilities incurred in the ordinary course of business.
- (q) Except as disclosed in Schedule E, Hatch is not the owner, lessee or under any agreement to own or lease any real property.
- (r) Except as disclosed in Schedule C, Hatch owns, possesses and has good and marketable title to its undertaking, property and assets, and without restricting the generality of the foregoing, all those assets described in the balance sheet included in the Hatch Financial Statements are free and clear of any and all mortgages, liens, pledges, charges, security interests, encumbrances, actions, claims or demands of any nature whatsoever or howsoever arising.

- (s) Hatch has its property insured against loss or damage by all insurable hazards or risks on a replacement cost basis and such insurance coverage will be continued in full force and effect to and including the Closing Date; to the best of the knowledge of Hatch, Hatch is not in default with respect to any of the provisions contained in any such insurance policy and has not failed to give any notice or present any claim under any such insurance policy in due and timely fashion.
- (t) Except as disclosed in Schedule E, Hatch does not have any outstanding material agreements, contracts or commitments, whether written or oral, of any nature or kind whatsoever, including, but not limited to, employment agreements, agreements, contracts and commitments in the ordinary course of business and service contracts on office equipment and leases.
- (u) Except as provided in Schedule F and to the best of Hatch's knowledge, there are no actions, suits or proceedings (whether or not purportedly on behalf of Hatch), pending or threatened against or affecting Hatch or affecting the Hatch Business, at law or in equity, or before or by any federal, provincial, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, and neither Hatch nor the Selling Shareholders is aware of any existing ground on which any such action, suit or proceeding might be commenced with any reasonable likelihood of success.
- (v) Except as disclosed in the Hatch Financial Statements, Hatch is not in material default or breach of any contracts, agreements, written or oral, indentures or other instruments to which they are a party and there, to the best of the knowledge of Hatch, are no facts, which after notice or lapse of time or both, that would constitute such a default or breach, and all such contracts, agreements, indentures or other instruments are now in good standing and Hatch is entitled to all benefits thereunder.
- (w) Hatch has the right to use all of the registered trademarks, trade names and patents, both domestic and foreign, in relation to the Hatch Business as set out in Schedule H.
- (x) To the best of the knowledge of Hatch, the conduct of the Hatch Business does not infringe upon the patents, trademarks, trade names or copyrights, domestic or foreign, of any other person, firm or corporation.
- (y) To the best of the knowledge of Hatch, Hatch is conducting and will conduct the Hatch Business in compliance with all applicable laws, rules and regulations of each jurisdiction in which the Hatch Business is or will be carried on, Hatch is not in material breach of any such laws, rules or regulations and is, or will be on the Closing Date, fully licensed, registered or qualified in each jurisdiction in which Hatch owns or leases property or carries on or proposes to carry on the Hatch Business to enable the Hatch Business to be carried on as now conducted and its property and assets to be owned, leased and operated, and all such licenses, registrations and qualifications are or will be on the Closing Date valid and subsisting and in good standing and that none of the same contains or will contain any provision, condition or limitation which has or may have a materially adverse effect on the operation of the Hatch Business.
- (z) All facilities and equipment owned or used by Hatch in connection with the Hatch Business are in good operating condition and are in a state of good repair and maintenance, reasonable wear and tear excluded.



- (aa) Except as disclosed in the Hatch Financial Statements attached hereto as Schedule B and salaries incurred in the ordinary course of business since the date thereof, Hatch has no loans or indebtedness outstanding which have been made to or from directors, former directors, officers, shareholders and employees of Hatch or to any person or corporate body not dealing at arm's length with any of the foregoing, and will not, prior to closing, pay any such indebtedness unless in accordance with budgets agreed to in writing by Tosca.
- (bb) Hatch has made full disclosure to Tosca of all aspects of the Hatch Business and has made all of its books and records available to the representatives of Tosca in order to assist Tosca in the performance of its due diligence searches and no material facts in relation to the Hatch Business have been concealed by Hatch.
- (cc) All of Hatch's credit facilities are in good standing, other than as disclosed in the Hatch Financial Statements as attached hereto as Schedule B, and Hatch has not received any notices of default or acceleration requests from any bank or other creditor respecting Hatch's credit facilities.
- (dd) The articles, bylaws and other constating documents of Hatch in effect with the appropriate corporate authorities as at the date of this Agreement will remain in full force and effect without any changes thereto as at the Closing Date.
- (ee) The directors and officers of Hatch are as follows:

Name	Position
Blair Naughty	CEO and Director
William McGraw	President and Director
Tristan Brett	Director
Adrian Crook	Director
Alexander Helm	CFO and secretary

#### **4. Covenants, Representations and Warranties of Tosca**

- 4.1 Tosca covenants with and represents and warrants to Hatch and the Selling Shareholders as of the date of this Agreement and at the Closing Date as follows, and acknowledges that the Selling Shareholders and Hatch are relying upon such covenants, representations and warranties in entering into this Agreement:
- (a) Tosca has been duly incorporated and organized and is validly subsisting under the laws of British Columbia; it is a reporting issuer in the Provinces of British Columbia and Alberta and is in good standing with respect to all filings required to be made under the laws of British Columbia and the securities regulations of British Columbia and Alberta; it has the corporate power to own or lease its properties and to carry on its business as now being conducted by it; and it is duly qualified as a corporation to do business and is in good standing with respect thereto in each jurisdiction in which the nature of its business or the property owned or leased by it makes such qualification necessary.
- (b) The authorized capital of Tosca consists of an unlimited number of Common Shares without par value per share and of which 13,496,425 shares of common stock are currently issued and outstanding as fully paid and non-assessable, and no other shares of any other class of Tosca are issued and outstanding. The Common Shares are listed for trading on

the Canadian Securities Exchange. No securities regulatory authority nor the Canadian Securities Exchange nor any other similar regulatory authority has issued any order preventing or suspending trading in any securities of Tosca and no proceedings, inquiries or, to the knowledge of Tosca, investigations, for such purpose are pending, contemplated or threatened, and Tosca is not in default of any material requirement of applicable securities laws.

- (c) No person, firm or corporation has any agreement or option, including convertible securities, warrants or convertible obligations of any nature, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option for the purchase, subscription, allotment or issuance of any of the unissued shares in the capital of Tosca except as disclosed in "Schedule I".
- (d) The directors and officers of Tosca are as follows:

Name	Position
Ron Shenton	President and Director
Brian Roberts	CFO, Secretary and Director
Jonathan George	Director

- (e) The Tosca Financial Statements attached hereto as Schedule D present fairly the assets, liabilities (whether accrued, absolute, contingent or otherwise) and the financial condition of Tosca as at the date thereof.
- (f) The books and records of Tosca fairly and correctly set out and disclose in all material respects, in accordance with IFRS, the financial position of Tosca as at the date of this Agreement, and all material financial transactions of Tosca relating to the business have been accurately recorded in such books and records.
- (g) Tosca has made full disclosure to Hatch of all material aspects of Tosca's business and has made all of its books and records available to the representatives of Hatch in order to assist Hatch in the performance of its due diligence searches and no material facts in relation to Tosca's business have been concealed by Tosca or its representatives.
- (h) Tosca is not a party to or bound by any agreement or guarantee, warranty, indemnification, assumption or endorsement or any other like commitment of the obligations, liabilities (contingent or otherwise) or indebtedness of any other person, firm or corporation.
- (i) Except as disclosed in Schedule G, there are no actions, suits or proceedings pending or, to the best of Tosca's knowledge, threatened against or affecting Tosca or affecting Tosca's business, at law or in equity, or before or by any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign and Tosca is not aware of any existing ground on which any such action, suit or proceeding might be commenced with any reasonable likelihood of success.
- (j) The articles of incorporation and bylaws and any other constating documents of Tosca in effect with the appropriate corporate authorities as at the date of this Agreement will not have been materially changed as at the Closing Date, except for changes made in furtherance of the transactions contemplated under this Agreement.

- (k) The entry into this Agreement and the consummation of the Transaction will not result in the violation of any of the terms and provisions of the constating documents or bylaws of Tosca or of any indenture, instrument or agreement, written or oral, to which Tosca may be a party.
- (l) The entry into this Agreement and the consummation of the Transaction will not, to the knowledge of Tosca, result in the violation of any law or regulation of Canada or the Provinces of British Columbia, Ontario, or Alberta, or of any local government bylaw or ordinance to which Tosca's business maybe subject.
- (m) This Agreement has been duly authorized, validly executed and delivered by Tosca.
- (n) No agreement has been made with Tosca in respect of the purchase and sale contemplated by this Agreement that could give rise to any valid claim by any person against Hatch or the Selling Shareholders for a finder's fee, brokerage commission or similar payment.
- (o) To the knowledge of Tosca, there are no facts, events or circumstances with respect to its past or present mineral assets that might reasonably be expected to form the basis of a governmental order for clean-up or remediation, investigation, monitoring, demolition, restriction of use or development or other response action, nor is there any action, suit or proceeding by any private party or governmental authority with respect to such mineral assets or against or affecting Tosca or its Affiliates relating to the presence or release of Hazardous Substances or the actual or alleged breach of any applicable environmental laws, and neither Tosca nor any of its Affiliates have any liability, contingent or otherwise, in connection with any spill, discharge, or release of any Hazardous Substance on or in connection with any of such mineral assets.
- (p) Tosca has filed all forms, reports, documents and information required to be filed by it, whether pursuant to applicable securities laws or otherwise, with the Canadian Securities Exchange or the applicable securities regulatory authorities (the "**Disclosure Documents**"). As of the time the Disclosure Documents were filed with the applicable securities regulators and on SEDAR (System for Electronic Document Analysis and Retrieval) (or, if amended or superseded by a filing prior to the date of this Agreement, then on the date of such filing): (i) each of the Disclosure Documents complied in all material respects with the requirements of the applicable securities laws; and (ii) none of the Disclosure Documents contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

## 5. Closing Conditions

5.1 **Conditions Precedent to Closing for Tosca.** The obligation of Tosca to consummate the Transaction is subject to the satisfaction or waiver of the conditions set forth below on or before the Closing Date or such earlier date as hereinafter specified. The Closing of the Transaction contemplated by this Agreement will be deemed to mean the satisfaction or waiver of all conditions to Closing. These conditions to closing are for the benefit of Tosca and may be waived by Tosca in its sole discretion.

- (a) **Representations and Warranties.** The representations and warranties of Hatch and the Selling Shareholders contained in this Agreement or in any Schedule to this Agreement or

certificate or other document delivered to Tosca pursuant to this Agreement will be true, correct and complete in all material respects as of the date of this Agreement and as of the Closing Date with the same force and effect as though such representations and warranties had been made on and as of such date, regardless of the date as of which the information in this Agreement or any Schedule or certificate is given, and Tosca will have received on the Closing Date certificates dated as of the Closing Date, in forms satisfactory to Tosca acting reasonably and signed by a senior officer of Hatch to the effect that its representations and warranties referred to above are true, correct and complete on and as of the Closing Date with the same force and effect as though made on and as of such date, provided that the acceptance of such certificate and the closing of the Transaction provided for in this Agreement will not be a waiver of the respective representations and warranties contained in this Agreement or in any Schedule to this Agreement or in any certificate or document given pursuant to this Agreement which covenants, representations and warranties will continue in full force and effect for the benefit of Tosca.

- (b) **Performance.** All of the covenants and obligations that Hatch and the Selling Shareholders are required to perform or to comply with pursuant to this Agreement at or prior to the Closing will have been performed and complied with in all material respects.
- (c) **Transaction Documents.** This Agreement and all other documents necessary or reasonably required to consummate the Transaction and the transactions contemplated under this Agreement, all in form and substance reasonably satisfactory to Tosca, will have been executed and delivered to Tosca by Hatch and the Selling Shareholders.
- (d) **Approvals.** Hatch will have delivered to Tosca minutes of meetings, written consents or other evidence reasonably satisfactory to Tosca that the board of directors of Hatch have approved this Agreement and the Transaction.
- (e) **President's Certificate.** Hatch will have delivered to Tosca a certificate from the President of Hatch attaching:
  - (i) copies of Hatch's articles, bylaws and all other constating documents, as amended through the Closing Date; and
  - (ii) copies of resolutions duly adopted by the board of directors of Hatch approving the execution and delivery of this Agreement and the consummation of the transactions contemplated herein.
- (f) **Third Party Consents.** Hatch will have delivered to Tosca duly executed copies of all third party consents and approvals required by this Agreement to be obtained by Hatch, in form and substance reasonably satisfactory to Tosca.
- (g) **Regulatory Approvals and Consents.** Hatch will have obtained any required regulatory approvals and consents required for Hatch or the Selling Shareholders to carry out this Agreement and the Transaction, in form and substance reasonably satisfactory to Tosca.
- (h) **No Material Adverse Effect.** At the Closing Date, there will have been no Material Adverse Effect to the affairs, assets, liabilities, or financial condition of Hatch or the Hatch

Business (financial or otherwise) from that shown on or reflected in the Hatch Financial Statements.

- (i) **No Damage.** No substantial damage by fire or other hazard to the Hatch Business will have occurred prior to or on the Closing Date.
- (j) **No Action.** No suit, action, or proceeding will be pending or threatened which would:
  - (i) prevent the consummation of the Transactions contemplated by this Agreement; or
  - (ii) cause the Transaction to be rescinded following consummation.
- (k) **Outstanding Securities.** Hatch will have no more than 48,187,100 Common Shares and no shares of any other classes issued and outstanding on the Closing Date.
- (l) **Public Disclosure.** Hatch will have delivered substantive information about its assets and personnel reasonably satisfactory to Tosca for completion of any required public disclosure of the Transaction details.
- (m) **Financial Statements.** Hatch will have delivered all financial statements of Hatch prepared in accordance with generally accepted accounting principles applied on a basis consistent with that of prior fiscal years.
- (n) **Share Certificates of Selling Shareholders.** The Selling Shareholders will deliver to Tosca certificates representing their Hatch Shares duly executed for transfer, together with all other documentation required to transfer title to their Hatch Shares to Tosca and the Selling Shareholders will each deliver to Tosca an executed stock power of attorney or other document evidencing the transfer of the Hatch Shares from the Selling Shareholders to Tosca.

5.2 In the event any of the foregoing conditions contained in Subsection 6.1 are not fulfilled or performed at or before the Closing Date to the reasonable satisfaction of Tosca, Tosca may terminate this Agreement by written notice to Hatch and the Selling Shareholders and in such event Tosca will be released from all further obligations hereunder. Any of the foregoing conditions contained in Subsection 5.1 may be waived in writing in whole or in part by Tosca without prejudice to each entity's respective rights of termination in the event of the non-fulfillment of any other conditions.

5.3 **Conditions Precedent to Closing by Hatch and the Selling Shareholders.** The obligation of Hatch and the Selling Shareholders to consummate the Transaction is subject to the satisfaction or waiver of the conditions set forth below on or before the Closing Date or such earlier date as hereinafter specified. The Closing of the Transaction will be deemed to mean the satisfaction or waiver of all conditions to Closing. These conditions precedent are for the benefit of Hatch and the Selling Shareholders and may be waived by unanimous consent of Hatch and the Selling Shareholders in their discretion.

- (a) **Representations and Warranties.** The representations and warranties of Tosca contained in this Agreement or in any Schedule to this Agreement or certificate or other document delivered to Hatch and the Selling Shareholders pursuant to this Agreement will be true, correct and complete in all material respects as of the date of this Agreement and

as of the Closing Date with the same force and effect as though such representations and warranties had been made on and as of such date, regardless of the date as of which the information in this Agreement or any such Schedule or certificate is given, and Hatch and the Selling Shareholders will have received on the Closing Date a certificate dated as of the Closing Date from Tosca, in a form reasonably satisfactory to Hatch, signed by a senior officer of Tosca, to the effect that such representations and warranties referred to above are true, correct and complete on and as of the Closing Date with the same force and effect as though made on and as of such date, provided that the acceptance of such certificate and the closing of the Transaction provided for in this Agreement will not be a waiver of the representations and warranties contained in this Agreement or in any Schedule to this Agreement or in any certificate or document given pursuant to this Agreement which covenants, representations and warranties will continue in full force and effect for the benefit of Hatch and the Selling Shareholders.

- (b) **Performance.** All of the covenants and obligations that Tosca is required to perform or to comply with pursuant to this Agreement at or prior to the Closing will have been performed and complied with in all material respects. Tosca will have delivered each of the documents respectively required to be delivered by it pursuant to this Agreement.
- (c) **Transaction Documents.** This Agreement and all other documents necessary or reasonably required for Tosca to consummate the Transaction, all in form and substance reasonably satisfactory to Hatch, will have been executed and delivered to Hatch and the Selling Shareholders by Tosca.
- (d) **President's Certificate.** Tosca will have delivered to Hatch a certificate from its President attaching:
  - (i) copies of its articles of incorporation, bylaws and other constating documents, as amended through the Closing Date; and
  - (ii) copies of resolutions duly adopted by the board of directors of Tosca approving the execution and delivery of this Agreement and the consummation of the transactions contemplated herein.
- (e) **Approvals.** Tosca will have delivered to Hatch minutes of meetings, written consents or other evidence reasonably satisfactory to Hatch that its board of directors has approved this Agreement and the Transaction.
- (f) **No Material Adverse Effect.** At the Closing Date, there will have been no Material Adverse Effect to the affairs, assets, liabilities, financial condition or business (financial or otherwise) of Tosca from that shown on, or reflected in, the Tosca Financial Statements.
- (g) **No Action.** No suit, action, or proceeding will be pending or threatened before any governmental or regulatory authority wherein an unfavourable judgment, order, decree, stipulation, injunction or charge would:
  - (i) prevent the consummation of the Transaction contemplated by this Agreement; or
  - (ii) cause the Transaction to be rescinded following consummation.

- (h) **Outstanding Securities.** Other than the Tosca Common Shares to be issued by Tosca pursuant to this Agreement, the private placement referenced in paragraph (j) hereof and the exercise of any options or warrants listed in Schedule I, Tosca will have issued and outstanding no more than 13,496,425 Tosca Shares.
- (i) **Approvals and Consents.** Tosca will have obtained all necessary regulatory and stock exchange approvals and consents for Tosca to carry out the Transaction, in form and substance reasonably satisfactory to Hatch.
- (j) **Private Placement.** At or prior to the Closing Date Tosca shall have completed a non-brokered working capital private placement of up to \$653,925 consisting of 4,359,500 units of Tosca at a price of \$0.15 per unit, each unit consisting of one common share and one share purchase warrant exercisable at a price of \$0.25 for a period of one year and \$0.35 for a subsequent one year period.
- (j) **Public Market.** On the Closing Date, the Tosca Shares will be listed and posted for trading on the CSE.
- (k) **Name Change.** At or prior to the closing date, Tosca shall effect a name change to Hatch Interactive Technologies Corp. or such other name as may be acceptable to Tosca directors, the Registrar of Companies for British Columbia and the CSE.

5.4 In the event that any of the conditions contained in Subsection 5.3 will not be fulfilled or performed by Tosca at or before the Closing Date to the reasonable satisfaction of Hatch and the Selling Shareholders, then Hatch or the Selling Shareholders may terminate this Agreement by written notice to Tosca and in such event Hatch and the Selling Shareholders will be released from all further obligations hereunder. Any of the foregoing conditions contained in Subsection 5.3 may be waived in writing in whole or in part by Hatch and the Selling Shareholders without prejudice to the respective rights of termination of Hatch or the Selling Shareholders in the event of the non-fulfillment of any other conditions.

## 6. Closing

6.1 **Time and Place.** The closing will take place at 10:00 am on the Closing Date at the offices of Tupper Jonsson & Yeadon at Suite 1710 – 1177 West Hastings St., Vancouver, British Columbia, Canada, or at such other time and place as the parties may mutually agree.

## 7. Covenants

- 7.1 **Notification of Financial Liabilities.** Hatch will immediately notify Tosca in accordance with Subsection 11.6, if Hatch receives any advice or notification from its independent certified public accounts that Hatch has used any improper accounting practice that would have the effect of not reflecting or incorrectly reflecting in the books, records, and accounts of Hatch, any properties, assets, liabilities, revenues, or expenses. Notwithstanding any statement to the contrary in this Agreement, this covenant will survive closing and continue in full force and effect.
- 7.2 **Access and Investigation.** Between the date of this Agreement and the Closing Date, Hatch and Tosca will cause each of their respective representatives to:

- (a) afford the other and its representatives full and free access to its personnel, properties, assets, contracts, books and records and other documents and data;
- (b) furnish the other and its representatives with copies of all such contracts, books and records, and other existing documents and data as required by this Agreement and as the other may otherwise reasonably request; and
- (c) furnish the other and its representatives with such additional financial, operating, and other data and information as the other may reasonably request.

All such access, investigation and communication by a party and its representatives will be conducted during normal business hours and in a manner designed not to interfere unduly with the normal business operations of the other party. Each party will instruct its auditors to co-operate with the other party and its representatives in connection with such investigations.

- 7.3 **Notification of Breach.** Between the date of this Agreement and the Closing Date, each of the parties to this Agreement will promptly notify the other parties in writing if it becomes aware of any fact or condition that causes or constitutes a material breach of any of its representations and warranties as of the date of this Agreement, if it becomes aware of the occurrence after the date of this Agreement of any fact or condition that would cause or constitute a material breach of any such representation or warranty had such representation or warranty been made as of the time of occurrence or discovery of such fact or condition. Should any such fact or condition require any change in the Schedules relating to such party, such party will promptly deliver to the other parties a supplement to the Schedules specifying such change. During the same period, each party will promptly notify the other parties of the occurrence of any material breach of any of its covenants in this Agreement or of the occurrence of any event that may make the satisfaction of such conditions impossible or unlikely.
- 7.4 **Conduct of Hatch and Tosca Business Prior to Closing.** Except as expressly contemplated by this Agreement or for purposes in furtherance of this Agreement, from the date of this Agreement to the Closing Date, and except to the extent that Tosca otherwise consents in writing, Hatch will operate its business substantially as presently operated and in compliance with all applicable laws, and use its best efforts to preserve intact its good reputation and present business organization and to preserve its relationships with persons having business dealings with it. Likewise, from the date of this Agreement to the Closing Date, and except to the extent that Hatch otherwise consents in writing, Tosca will operate its business substantially as presently operated and only in the ordinary course and in compliance with all applicable laws, and use its best efforts to preserve intact its good reputation and present business organization and to preserve its relationships with persons having business dealings with it.
- 7.5 **Public Announcements.** Until the Closing Date, Tosca and Hatch each agree that they will not release or issue any reports or statements or make any public announcements relating to this Agreement or the Transaction without the prior written consent of the other party, except as may be required upon written advice of counsel to comply with applicable laws, regulatory requirements or CSE policies after consulting with Tosca or Hatch, as applicable, and seeking their reasonable consent to such announcement. Hatch acknowledges that Tosca must comply with Applicable Securities Legislation requiring full disclosure of material facts and agreements in which it is involved, and will co-operate to assist Tosca in meeting its obligations.

## 8. Confidentiality



- 8.1 All information regarding the Hatch Business including but without limitation, financial information that Hatch has provided or will provide to Tosca, will be kept in strict confidence by Tosca and will not be given to any other person or party or used (except in connection with due diligence carried out under this Agreement in accordance with Subsection 7.2 and except as required to file a news release regarding the transaction to the public after the Closing), dealt with, exploited or commercialized by Tosca or disclosed to any third party (other than Tosca's professional accounting and legal advisors) without the prior written consent of Hatch, excepting information that is or becomes generally and freely available to the public other than as a result of a disclosure under this Agreement. If the Transaction contemplated by this Agreement does not proceed for any reason, then upon receipt of a written request from Hatch, Tosca will immediately return to Hatch (or as directed by Hatch) all information received regarding the Hatch Business.
- 8.2 All information regarding the business of Tosca including but without limitation, financial information that Tosca provides to Hatch during its due diligence investigation of Tosca will be kept in strict confidence by Hatch and will not be used (except in connection with due diligence carried out under this Agreement in accordance with Subsection 7.2), dealt with, exploited or commercialized by Hatch or disclosed to any third party (other than Hatch's professional accounting and legal advisors) without Tosca's prior written consent, excepting information that is or becomes generally and freely available to the public other than as a result of a disclosure under this Agreement. If the Transaction contemplated by this Agreement does not proceed for any reason, then upon receipt of a written request from Tosca, Hatch will immediately return to Tosca (or as directed by Tosca) all information received regarding Tosca's business.
- 8.3 Upon request, each party will provide an affidavit to the other that all documents, including all copies thereof, were returned to the other party or as directed by the other party in accordance with this Section 8.
- 8.4 Tosca and Hatch acknowledge and agree, subject to disclosure obligations under Applicable Securities Legislations CSE policies or other laws or regulations, that neither party will make any public pronouncements concerning the terms of this Agreement without the express written consent of the other party and such consent will not to be unreasonably withheld, conditioned or delayed.
- 8.5 Hatch acknowledges and agrees that, while in possession of material information about Tosca that has not been publicly disclosed, it will not trade and will take all reasonable steps to prevent any of its employees or agents from trading in the securities of Tosca prior to Closing.
- 8.6 Notwithstanding anything to the contrary in this Agreement, the provisions of this Section 8 will survive termination of this Agreement.

## 9. **Termination**

- 9.1 **Termination.** This Agreement may be terminated at any time prior to the Closing Date by:
- (a) mutual agreement of Tosca and Hatch, without the consent of the Selling Shareholders;
  - (b) Tosca, if there has been a material breach by Hatch or any of the Selling Shareholders of any material representation, warranty, covenant, or agreement set forth in this Agreement on the part of Hatch or the Selling Shareholders that is not cured by the breaching party, to the reasonable satisfaction of Tosca, within ten (10) business days after notice of such

breach is given by Tosca unless such breach cannot reasonably be cured within ten (10) business days and the breaching party is pursuing such cure with diligence;

- (c) Hatch or any of the Selling Shareholders, if there has been a material breach by Tosca of any material representation, warranty, covenant or agreement set forth in this Agreement on the part of Tosca that is not cured by Tosca, to the reasonable satisfaction of Hatch or such Selling Shareholder(s), within ten (10) business days after notice of such breach is given by Hatch or the Selling Shareholder(s) unless such breach cannot reasonably be cured within ten (10) business days and the breaching party is pursuing such cure with diligence);
- (d) Tosca or Hatch, if any permanent injunction or other order of a governmental entity of competent authority preventing the consummation of the Transaction contemplated by this Agreement has become final and non-appealable; or
- (e) Tosca or Hatch, if the Transaction has not been consummated prior to June 15, 2015, or such other date as may be agreed to in writing by Tosca and Hatch.

9.2 **Effect of Termination.** In the event of the termination of this Agreement as provided for in Subsection 9.1, this Agreement will be of no further force or effect, except for those provisions in this Agreement which expressly survive termination, and provided that no termination of this Agreement will relieve any party of liability for any breaches of this Agreement that are based on a wrongful refusal or failure to perform any obligations.

## 10. Indemnification

10.1 **Certain Definitions.** For the purposes of this Section 10, the terms "Loss" and "Losses" mean any and all demands, claims, actions or causes of action, assessments, losses, damages, liabilities, costs, and expenses, including without limitation, interest, penalties, fines and reasonable attorneys, accountants and other professional fees and expenses, but excluding any indirect, consequential or punitive damages suffered by Tosca or Hatch including damages for lost profits or lost business opportunities.

10.2 **Agreement of Hatch to Indemnify.** Hatch will indemnify, defend, and hold harmless, to the full extent of the law, Tosca and its directors, officers, employees, agents, advisers and shareholders from, against, and in respect of any and all Losses asserted against, relating to, imposed upon, or incurred by Tosca and its directors, officers, employees, agents, advisers and shareholders by reason of, resulting from, based upon or arising out of:

- (a) a material breach by Hatch of any representation or warranty of Hatch contained in or made pursuant to this Agreement, any Hatch document or any certificate or other instrument delivered pursuant to this Agreement; or
- (b) a material breach or partial breach by Hatch of any covenant or agreement of Hatch made in or pursuant to this Agreement, any document or any certificate or other instrument delivered pursuant to this Agreement.

10.3 **Agreement of Selling Shareholders to Indemnify.** The Selling Shareholders will each, severally, and not jointly and severally, indemnify, defend, and hold harmless, to the full extent of the law, Tosca and its directors, officers, employees, agents, advisers and shareholders from, against, and in

respect of any and all Losses asserted against, relating to, imposed upon, or incurred by Tosca and its directors, officers, employees, agents, advisers and shareholders by reason of, resulting from, based upon or arising out of:

- (a) any breach by such Selling Shareholder of this Agreement; or
- (b) any misstatement, misrepresentation or breach of the representations and warranties made by such Selling Shareholder contained in or made pursuant to the representations or warranties or certificates executed by the Selling Shareholder as part of the share exchange procedure detailed in Sections 2, 3, 4 and 5 of this Agreement.

10.4 **Agreement of Tosca to Indemnify.** Tosca will indemnify, defend, and hold harmless, to the full extent of the law, Hatch and the Selling Shareholders from, against, for, and in respect of any and all Losses asserted against, relating to, imposed upon, or incurred by Hatch and the Selling Shareholders by reason of, resulting from, based upon or arising out of:

- (a) a material breach by Tosca of any representation or warranty of Tosca contained in or made pursuant to this Agreement, any Tosca document or any certificate or other instrument delivered pursuant to this Agreement; or
- (b) a material breach or partial breach by Tosca of any covenant or agreement of Tosca made in or pursuant to this Agreement, any Tosca document or any certificate or other instrument delivered pursuant to this Agreement.

10.5 **Limitation on Indemnity.** Any party entitled to indemnification under this Section will only be entitled to indemnification in respect of any Losses after the aggregate amount of such Losses exceeds \$50,000, at which point the indemnified party will be entitled to recover the entire amount of such Losses from the first dollar (including the first \$50,000).

10.7 **Indemnification Procedures.** If any action will be brought against any party in respect of which indemnity may be sought pursuant to this Agreement (the "**Indemnified Party**"), such Indemnified Party will promptly notify the party from whom indemnity is being sought (the "**Indemnifying Party**") in writing, and the Indemnifying Party will have the right to assume the defence thereof with counsel of its own choosing. Any Indemnified Party will have the right to employ separate counsel in any such action and participate in the defence thereof, but the fees and expenses of such counsel will be at the expense of such Indemnified Party except to the extent that the employment thereof has been specifically authorized by the Indemnifying Party in writing, the Indemnifying Party has failed after a reasonable period of time to assume such defence and to employ counsel or in such action there is, in the reasonable opinion of such separate counsel, a material conflict on any material issue between the position of the Indemnifying Party and the position of such Indemnified Party. The Indemnifying Party will not be liable to any Indemnified Party under this Section 10 for any settlement by an Indemnified Party effected without the Indemnifying Party's prior written consent, which consent will not be unreasonably withheld, conditioned or delayed; or to the extent, but only to the extent that a loss, claim, damage or liability is attributable to any Indemnified Party's indemnification pursuant to this Section 10.

## 11. Miscellaneous Provisions

11.1 **Effectiveness of Representations and Survival.** Each party is entitled to rely on the representations, warranties and agreements of each of the other parties and all such representation, warranties and agreement will be effective regardless of any investigation that any party has

undertaken or failed to undertake. Unless otherwise stated in this Agreement, and except for instances of fraud, the representations, warranties and agreements will survive the Closing Date and continue in full force and effect until one (1) year after the Closing Date.

- 11.2 **Further Assurances.** Each of the parties hereto will co-operate with the others and execute and deliver to the other parties hereto such other instruments and documents and take such other actions as may be reasonably requested from time to time by any other party hereto as necessary to carry out, evidence, and confirm the intended purposes of this Agreement.
- 11.3 **Amendment.** This Agreement may not be amended except by an instrument in writing signed by each of the parties.
- 11.4 **Expenses.** Tosca and Hatch will bear their respective costs incurred in connection with the preparation, execution and performance of this Agreement and the Transaction contemplated hereby, including all fees and expenses of their respective agents, representatives and accountants, provided that if the Closing does not occur on or prior to June 15, 2015 solely due to the actions or inactions of Tosca, including but not limited to failure by Tosca to obtain any required regulatory, stock exchange or board approvals, then Tosca will be responsible for the costs incurred by Hatch in furtherance of and closing of the Transaction after June 15, 2015.
- 11.5 **Entire Agreement.** This Agreement, the Schedules and the other documents in connection with this transaction contain the entire agreement between the parties with respect to the subject matter hereof and supersede all prior arrangements and understandings, both written and oral, expressed or implied, with respect thereto. Any preceding correspondence or offers are expressly superseded and terminated by this Agreement.
- 11.6 **Notices.** All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given if sent by personal delivery, faxed with electronic confirmation of delivery, internationally-recognized express courier or registered or certified mail (return receipt requested), postage prepaid, to the parties at the following addresses (or at such other address for a party as will be specified by like notice):

If to Hatch:

Suite 505 – 68 Water St.,  
Vancouver, BC, Canada V6B 2J2

Attention: Blair Naughty  
Email: criercapital@yahoo.com

With a copy (which will not constitute notice) to:

Richards Buell Sutton LLP  
700-401 West Georgia Street, Vancouver, B.C. V6B 5A1

Attention: Sharon White  
Email: swhite@rbs.ca

If to any of the Selling Shareholders to the addresses set forth for next to the name of such Selling Shareholders below.

If to Tosca:

520 – 800 West Pender Street  
Vancouver, BC V6C 2V6

Attention: Ron Shenton  
Facsimile: 604-646-8088

With a copy (which will not constitute notice) to:

Tupper Jonsson & Yeadon  
1710 – 1177 West Hastings Street  
Vancouver, BC V6E 2L3

Attention: Lee S. Tupper  
Telephone: 604-640-6358  
Facsimile: 604-681-0139

All such notices and other communications will be deemed to have been received:

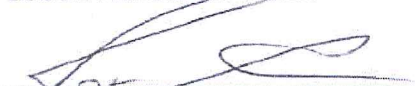
- (a) in the case of personal delivery, on the date of such delivery;
- (b) in the case of a fax, when the party sending such fax has received electronic confirmation of its delivery;
- (c) in the case of delivery by internationally-recognized express courier, on the business day following dispatch; and
- (d) in the case of mailing, on the fifth business day following mailing.

- 11.7 **Headings.** The headings contained in this Agreement are for convenience only and will not affect in any way the meaning or interpretation of this Agreement.
- 11.8 **Benefits.** This Agreement is and will only be construed as for the benefit of or enforceable by those Persons party to this Agreement.
- 11.9 **Severability.** Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity, illegality or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provisions of this Agreement or of such provisions or part thereof in any other jurisdiction.
- 11.10 **Assignment.** This Agreement may not be assigned (except by operation of law) by any party without the prior consent of the other parties.
- 11.11 **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia applicable to contracts and to be performed therein.
- 11.12 **Construction.** The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction will be applied against any party.
- 11.13 **Gender.** All references to any party will be read with such changes in number and gender as the context or reference requires.

- 11.14 **Business Days.** If the last or appointed day for the taking of any action required or the expiration of any rights granted herein will be a Saturday, Sunday or a legal holiday in the province of British Columbia, then such action may be taken or right may be exercised on the next succeeding day which is not a Saturday, Sunday or such a legal holiday.
- 11.15 **Schedules and Exhibits.** The schedules and exhibits are attached hereto and form part of this Agreement and are incorporated herein.
- 11.16 **Independent Legal Advice.** Each of the parties acknowledge that:
- (a) Tupper Jonsson & Yeadon has acted as counsel only to Tosca, that all other parties to this Agreement acknowledge and confirm that they have been advised to seek, and have sought or have otherwise waived, independent tax and legal advice with respect to this Agreement and the documents delivered pursuant thereto and that Tupper Jonsson & Yeadon is not protecting the rights and interests of any other party to this Agreement; and
  - (b) Richards Buell Sutton LLP has acted as counsel only to Hatch, that all other parties to this Agreement acknowledge and confirm that they have been advised to seek, and have sought or waived, independent tax and legal advice with respect to this Agreement and the documents delivered pursuant thereto and that Richards Buell LLP are not protecting the rights and interests of any other party to the Agreement.
  - (c) To the extent that any Selling Shareholder declines to receive independent legal counsel in respect of this Agreement, such Selling Shareholder hereby waives the right, should a dispute later develop, to rely on its lack of independent legal counsel to avoid its obligations, to seek indulgences from the other parties hereto, or to otherwise attack, in whole or in part, the integrity of this Agreement and the documents related thereto.
- 11.17 **Counterparts.** This Agreement may be executed in one or more counterparts, all of which will be considered one and the same agreement and will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart.
- 11.18 **Facsimile Execution.** Delivery of an executed signature page to this Agreement by any party to this Agreement by facsimile transmission and portable document format (PDF) shall be as effective as delivery of a manually executed copy of this Agreement by such party.

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

TOSCA MINERALS CORP.



Authorized Signatory  
Name:  
Title:

HATCH INTERACTIVE TECHNOLOGIES CORP.




Authorized Signatory  
Name:  
Title:

I have read the share exchange agreement dated for reference May 6, 2015 among Tosca, Hatch and the Selling Shareholders, and agree to be bound to the terms and conditions set forth therein as a Selling Shareholder.


<p><i>Selling Shareholder:</i>  <b>CANAL FRONT INVESTMENTS INC.</b></p> 	<p><i>Number of Hatch Shares held by such Selling Shareholder:</i></p> <p>3.9 million (Certificate CA3)  16.472 million (Certificate CA13)</p>
<p>Signature of authorized signatory</p>	<p><i>Number of Tosca Shares to be issued to such Selling Shareholder</i></p> <p>2.6 million  10.981332 million</p> <hr/> <p><i>Address of Selling Shareholder:</i></p> <p>Suite 505 - 68 Water Street  Vancouver, BC V6B 1A4</p>

I have read the share exchange agreement dated for reference May 6, 2015 among Tosca, Hatch and the Selling Shareholders, and agree to be bound to the terms and conditions set forth therein as a Selling Shareholder.


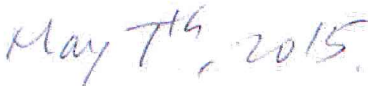
<p><i>Selling Shareholder:</i></p> 	<p><i>Number of Hatch Shares held by such Selling Shareholder:</i></p> <p>4.095 million (Certificate CA4)</p>
<p><b>CANAD SHEILA AUYEUNG</b></p>	<p><i>Number of Tosca Shares to be issued to such Selling Shareholder</i></p> <p>2.73 million</p> <hr/> <p><i>Address of Selling Shareholder:</i></p> <p>1500 Vinemaple Place Coquitlam, BC V3E 2T4</p>




I have read the share exchange agreement dated for reference May 6, 2015 among Tosca, Hatch and the Selling Shareholders, and agree to be bound to the terms and conditions set forth therein as a Selling Shareholder.

<i>Selling Shareholder:</i> 	<i>Number of Hatch Shares held by such Selling Shareholder:</i>  1.5 million (Certificate CA5)
<b>TRISTAN BRETT</b>	<i>Number of Tosca Shares to be issued to such Selling Shareholder</i>  1.0 million  <i>Address of Selling Shareholder:</i>  233 - 3333 Main Street Vancouver, BC V5V 3M8

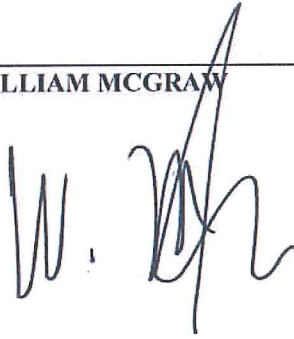
I have read the share exchange agreement dated for reference May 6, 2015 among Tosca, Hatch and the Selling Shareholders, and agree to be bound to the terms and conditions set forth therein as a Selling Shareholder.

<i>Selling Shareholder:</i> <b>QINGPATH TECHNOLOGIES INC.</b>	<i>Number of Hatch Shares held by such Selling Shareholder:</i>  1.5 million (Certificate CA7)
<i>Signature of authorized signatory</i>  	<i>Number of Tosca Shares to be issued to such Selling Shareholder</i>  1.0 million
 May 7 <sup>th</sup> , 2015.	<i>Address of Selling Shareholder:</i>  310 - 1167 Pipeline Road Coquitlam, BC V3B 4R9


I have read the share exchange agreement dated for reference May 6, 2015 among Tosca, Hatch and the Selling Shareholders, and agree to be bound to the terms and conditions set forth therein as a Selling Shareholder.

<i>Selling Shareholder:</i> <b>NAUGHTY CAPITAL LTD.</b>	<i>Number of Hatch Shares held by such Selling Shareholder:</i>  1.8576 million (Certificate CA8)
Signature of authorized signatory  	<i>Number of Tosca Shares to be issued to such Selling Shareholder</i>  1.2384 million
	<i>Address of Selling Shareholder:</i>  1500 Vinemapple Place Coquitlam, BC V3E 2T4


I have read the share exchange agreement dated for reference May 6, 2015 among Tosca, Hatch and the Selling Shareholders, and agree to be bound to the terms and conditions set forth therein as a Selling Shareholder.

<p><i>Selling Shareholder:</i></p>	<p><i>Number of Hatch Shares held by such Selling Shareholder:</i></p> <p>1.5 million (Certificate CA9)</p>
<p><b>WILLIAM MCGRAW</b></p> 	<p><i>Number of Tosca Shares to be issued to such Selling Shareholder</i></p> <p>1.0 million</p> <p><i>Address of Selling Shareholder:</i></p> <p>710 - 175 West 1st Street North Vancouver, BC V7M 3P2</p>

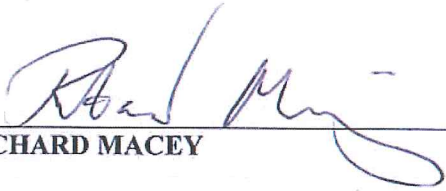
I have read the share exchange agreement dated for reference May 6, 2015 among Tosca, Hatch and the Selling Shareholders, and agree to be bound to the terms and conditions set forth therein as a Selling Shareholder.

<p><i>Selling Shareholder:</i></p> 	<p><i>Number of Hatch Shares held by such Selling Shareholder:</i></p> <p>4.5 million (Certificate CA10)</p>
<p><b>TRISTAN BRETT</b></p>	<p><i>Number of Tosca Shares to be issued to such Selling Shareholder</i></p> <p>3.0 million</p>
	<p><i>Address of Selling Shareholder:</i></p> <p>233 - 3333 Main Street Vancouver, BC V5V 3M8</p>

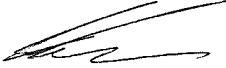
I have read the share exchange agreement dated for reference May 6, 2015 among Tosca, Hatch and the Selling Shareholders, and agree to be bound to the terms and conditions set forth therein as a Selling Shareholder.

<i>Selling Shareholder:</i> 	<i>Number of Hatch Shares held by such Selling Shareholder:</i>  1.5 million (Certificate CA11)
<b>ALEXANDER HELMEL</b>	<i>Number of Tosca Shares to be issued to such Selling Shareholder</i>  1.0 million  <i>Address of Selling Shareholder:</i>  2305 - 1067 Marinaside Crescent Vancouver, BC V6Z 3A4

I have read the share exchange agreement dated for reference May 6, 2015 among Tosca, Hatch and the Selling Shareholders, and agree to be bound to the terms and conditions set forth therein as a Selling Shareholder.



<i>Selling Shareholder:</i> 	<i>Number of Hatch Shares held by such Selling Shareholder:</i> 4.8 million (Certificate CA12)
<b>RICHARD MACEY</b>	<i>Number of Tosca Shares to be issued to such Selling Shareholder</i> 3.2 million  <i>Address of Selling Shareholder:</i> 14700 Pioneer Highway Gold Bridge, BC V0K 1P0

I have read the share exchange agreement dated for reference May 6, 2015 among Tosca, Hatch and the Selling Shareholders, and agree to be bound to the terms and conditions set forth therein as a Selling Shareholder.


<i>Selling Shareholder:</i> <b>ADRIAN CROOK &amp; ASSOCIATES INC.</b>	<i>Number of Hatch Shares held by such Selling Shareholder:</i>  1.5 million (Certificate CA14)
Signature of authorized signatory  	<i>Number of Tosca Shares to be issued to such Selling Shareholder</i>  1.0 million
	<i>Address of Selling Shareholder:</i>  300 - 422 Richards Street Vancouver, BC V6B 2Z4



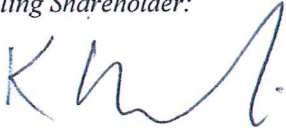
I have read the share exchange agreement dated for reference May 6, 2015 among Tosca, Hatch and the Selling Shareholders, and agree to be bound to the terms and conditions set forth therein as a Selling Shareholder.

<p><i>Selling Shareholder:</i>  <b>DRAGON ALTERNATIVE FUND</b></p> 	<p><i>Number of Hatch Shares held by such Selling Shareholder:</i></p> <p>937,500 (Certificate CA15)</p>
<p>Signature of authorized signatory</p> 	<p><i>Number of Tosca Shares to be issued to such Selling Shareholder</i></p> <p>625,000</p> <hr/> <p><i>Address of Selling Shareholder:</i></p> <p>2A Camino Real  Calla Winston Churchill  Panama City, Panama</p>

I have read the share exchange agreement dated for reference May 6, 2015 among Tosca, Hatch and the Selling Shareholders, and agree to be bound to the terms and conditions set forth therein as a Selling Shareholder.

<i>Selling Shareholder:</i>  	<i>Number of Hatch Shares held by such Selling Shareholder:</i>  750,000 (Certificate CA16)
BROOKE NAUGHTY	<i>Number of Tosca Shares to be issued to such Selling Shareholder</i>  500,000  <i>Address of Selling Shareholder:</i>  1327 Kintail Court Coquitlam, BC V3E 0A8

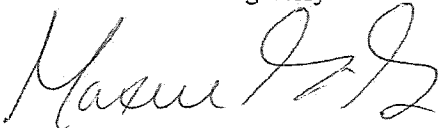
I have read the share exchange agreement dated for reference May 6, 2015 among Tosca, Hatch and the Selling Shareholders, and agree to be bound to the terms and conditions set forth therein as a Selling Shareholder.

<p><i>Selling Shareholder:</i></p> 	<p><i>Number of Hatch Shares held by such Selling Shareholder:</i></p> <p>375,000 (Certificate CA17)</p>
<p><b>KARIM MOHAMEDANI</b></p>	<p><i>Number of Tosca Shares to be issued to such Selling Shareholder</i></p> <p>250,000</p>
	<p><i>Address of Selling Shareholder:</i></p> <p>5821 Pioneer Avenue Burnaby, BC V5H 2X8</p>

I have read the share exchange agreement dated for reference May 6, 2015 among Tosca, Hatch and the Selling Shareholders, and agree to be bound to the terms and conditions set forth therein as a Selling Shareholder.

<i>Selling Shareholder:</i> <b>LEVEL 3 CAPITAL MANAGEMENT INC.</b>	<i>Number of Hatch Shares held by such Selling Shareholder:</i>  1.50 million (Certificate CA18)
Signature of authorized signatory  	<i>Number of Tosca Shares to be issued to such Selling Shareholder</i>  1.0 million
	<i>Address of Selling Shareholder:</i>  Suite 802 - 700 Chilco Street Vancouver, BC V6G 2R9

I have read the share exchange agreement dated for reference May 6, 2015 among Tosca, Hatch and the Selling Shareholders, and agree to be bound to the terms and conditions set forth therein as a Selling Shareholder.

<i>Selling Shareholder:</i> <b>MOMENTUM PUBLIC RELATIONS INC.</b>	<i>Number of Hatch Shares held by such Selling Shareholder:</i>  1.5 million (Certificate CA19)
<i>Signature of authorized signatory</i> 	<i>Number of Tosca Shares to be issued to such Selling Shareholder</i>  1.0 million  <i>Address of Selling Shareholder:</i>  304 Montarville Street Longueuil, QC J4H 2L8

**SCHEDULE A**  
**INTENTIONALLY DELETED**

**SCHEDULE B**  
**TO THE SHARE EXCHANGE AGREEMENT DATED FOR REFERENCE MAY 6, 2015,**  
**AMONG TOSCA, HATCH**  
**AND THE SELLING SHAREHOLDERS**

**Hatch Financial Statements**

<DRAFT>

**FIGHT COURT INTERNET VENTURES INC.**

## STATEMENT OF FINANCIAL POSITION

As at January 31, 2015

	2015	2014
<b>ASSETS</b>		
Current		
Cash	\$ 119	-
Accounts receivable	36,435	30,609
Prepaid expenses	1,771	341
	<u>38,325</u>	<u>30,950</u>
Equipment (Note 5)	1,883	4,184
Intangible assets (Note 6)	370,018	242,625
	<u>\$ 410,226</u>	<u>277,759</u>
<b>LIABILITIES</b>		
Current		
Bank indebtedness	\$ -	13
Accounts payable and accrued liabilities	33,819	86,548
	<u>33,819</u>	<u>86,561</u>
Due to affiliates (Note 7)	27,888	379,615
	<u>61,707</u>	<u>466,176</u>
<b>SHAREHOLDER'S EQUITY</b>		
Share capital (Note 8)	757,593	40,001
Deficit	(409,074)	(228,418)
	<u>348,519</u>	<u>(188,417)</u>
	<u>\$ 410,226</u>	<u>277,759</u>

*See accompanying notes*Approved:  
  
\_\_\_\_\_



# FIGHT COURT INTERNET VENTURES INC.

## STATEMENT OF COMPREHENSIVE LOSS

For the year ended January 31, 2015

	2015	%	2014	%
Revenue	\$ 808	100.0	2,071	100.0
Expenses				
Advertising and promotion	-	-	200	9.7
Amortization - equipment	2,301	284.8	1,587	76.6
Amortization - intangible	30,275	3,746.9	30,275	1,461.9
Bank charges and interest	455	56.3	242	11.7
Office	3,020	373.8	3,991	192.7
Professional services	65,481	8,104.1	13,456	649.7
Rent	3,932	486.6	-	-
Consulting	76,000	9,405.9	47,122	2,275.3
	<u>181,464</u>	<u>22,458.4</u>	<u>96,873</u>	<u>4,677.6</u>
Net loss	(180,656)	(2,358.4)	(94,802)	(4,577.6)
Beginning deficit	(228,418)		(133,616)	
Ending deficit	\$ (409,074)		(228,418)	

See accompanying notes

# FIGHT COURT INTERNET VENTURES INC.

## STATEMENT OF CASH FLOWS

For the year ended January 31, 2015

	2015	2014
<b>CASH PROVIDED BY:</b>		
Operating activities		
Net loss	\$ (180,656)	(94,802)
Non-cash item:		
Amortization	32,576	31,862
	(148,080)	(62,940)
Changes in non-cash working capital:		
Accounts receivable	(5,826)	(9,168)
Prepaid expenses	(1,430)	(341)
Accounts payable and accrued liabilities	(52,729)	85,047
	(208,065)	12,598
Financing activities		
Due from affiliates	(351,727)	132,583
Issuance of share capital	717,592	40,000
	365,865	172,583
Investing activities		
Acquisition of equipment	-	(5,771)
Websites	(157,668)	(182,075)
	(157,668)	(187,846)
Change in cash position	132	(2,665)
Beginning cash position	(13)	2,652
Ending cash position	\$ 119	(13)

See accompanying notes

**SCHEDULE C**

**TO THE SHARE EXCHANGE AGREEMENT DATED FOR REFERENCE MAY 6, 2015,  
AMONG TOSCA, HATCH  
AND THE SELLING SHAREHOLDERS**

**Hatch Creditors and Encumbrances on Hatch's Assets**

Creditors (approximate as of May 5, 2015):

Richards Buell Sutton LLP - \$1690

William McGraw - \$5,000

Trevor Westerlund - \$5,000

GST remaining from settlements – \$20,675

Pyntail LLC (App. Developer)

Master Consulting Agreement between Pyntail LLC and Hatch dated February 16, 2015

Contract Total: USD 81,000

Paid to Date: USD 23,100

Balance remaining - USD 57,900

**SCHEDULE D**

**TO THE SHARE EXCHANGE AGREEMENT DATED FOR REFERENCE MAY 6, 2015,  
AMONG TOSCA, HATCH AND THE SELLING SHAREHOLDERS**

**Tosca Financial Statements**

Financial Statements for Tosca are available for viewing on SEDAR for the year ending November 30, 2014 and period ending February 28, 2015.

**[www.sedar.com](http://www.sedar.com)**

**SCHEDULE E**

**TO THE SHARE EXCHANGE AGREEMENT DATED FOR REFERENCE MAY 6, 2015,  
AMONG TOSCA, HATCH AND THE SELLING SHAREHOLDERS**

**Material Agreements of Hatch**

Master Consulting Agreement dated February 16, 2015 between Pyntail, LLC and Hatch

Management contract with William McGraw

**SCHEDULE F**  
**TO THE SHARE EXCHANGE AGREEMENT DATED FOR REFERENCE MAY 6, 2015,**  
**AMONG TOSCA, HATCH**  
**AND THE SELLING SHAREHOLDERS**

**Hatch Litigation**

None to the knowledge of Hatch.

**SCHEDULE G**

**TO THE SHARE EXCHANGE AGREEMENT DATED FOR REFERENCE MAY 6, 2015,  
AMONG TOSCA, HATCH AND THE SELLING SHAREHOLDERS**

**Tosca Litigation**

None to the knowledge of Tosca.

## SCHEDULE H

### TO THE SHARE EXCHANGE AGREEMENT DATED FOR REFERENCE MAY 6, 2015, AMONG TOSCA, HATCH AND THE SELLING SHAREHOLDERS

#### Hatch Intellectual Property

##### **Trademarks:**

Trademark – FC Logo – August 29, 2014

Trademark – Fightcoin – August 29, 2014

Trademark – Fightcoin Logo – August 29, 2014

Trademark – Fightcourt Logo – August 29, 2014

Trademark – Fightcourt – August 29, 2014

##### **Websites:**

[www.hatchitech.com](http://www.hatchitech.com)

[www.fightcourt.com](http://www.fightcourt.com)

##### **Apps (in development):**

fightcourt

sportscourt



## SCHEDULE I

### TO THE SHARE EXCHANGE AGREEMENT DATED FOR REFERENCE MAY 6, 2015, AMONG TOSCA, HATCH AND THE SELLING SHAREHOLDERS

#### Tosca Options and Warrants

##### Stock Options

The following table outlines the stock options outstanding for Tosca:

Number	Exercise Price	Expiry Date
8,000	\$3.68	February 24, 2017
450,000	\$0.115	February 20, 2017
222,500	\$0.32	January 2, 2019
50,000	\$0.32	February 12, 2019
25,000	\$0.32	February 14, 2019
<b>Total: 755,500</b>		

##### Share Purchase Warrants

The following table outlines the warrants outstanding for Tosca:

Number	Exercise Price	Expiry Date
1,386,250	\$0.40	December 17, 2015
150,000	\$0.40	January 2, 2016
1,655,000	\$0.10	January 19, 2016
702,313	\$0.30	May 6, 2016
4,359,500	\$0.25 (until May 5, 2016) \$0.35 (after May 5, 2016)	May 5, 2017
8,000	\$0.25 (until May 5, 2016) \$0.35 (after May 5, 2016)	May 5, 2017
<b>Total: 8,261,063</b>		