

**Seahawk Ventures Inc.**  
909 Bowron Street  
Coquitlam, British Columbia  
V3J 7W3

March 17, 2016

**CONFIDENTIAL**

Tracy Wattie  
1174 Fir Street  
White Rock, British Columbia  
V4B 4A9

Dear Tracy,

**Re: Amended and Restated Agreement for Sale of 0969607 BC Ltd. ("096")**

This agreement will serve as a binding agreement (the "**Agreement**") between Seahawk Ventures Inc. ("**Pubco**") and Tracy Wattie ("**Wattie**") for the purchase by Wattie of all of the issued and outstanding shares of 096 from Pubco (the "**Transaction**"). This agreement amends and restates the February 10, 2016 agreement between Pubco and Wattie for the purchase by Wattie of the 096 shares.

096 is a private company which carries on a social media marketing business under the name "Brabeia". 096 was acquired by Pubco from Wattie and other former shareholders of 096 in a transaction which closed on August 21, 2015 (the "**2015 Acquisition**").

This Agreement is binding upon the parties hereto until terminated in accordance with the provisions hereof.

In consideration of the mutual promises and covenants contained herein, Pubco and Wattie agree as follows:

**1. Acquisition of 096 Shares**

- (a) Pubco will transfer all of the shares of 096 (the "**Purchased Shares**") to Wattie free and clear of any lien, charge or encumbrance ("**Encumbrances**") of which the members of the Board of Directors of Pubco have knowledge.
- (b) In consideration for the transfer of the Purchased Shares to Wattie, Pubco will receive from Wattie a payment of \$100,000 (the "**Consideration Payment**"), which shall be payable in the following installments:
  - i) a payment of \$5,000 at the closing of the Transaction (the "**Closing**");
  - ii) two additional payments of \$5,000, each payable on the first business day of each month starting with the month after the Closing occurs;
  - iii) three additional payments of \$10,000, each payable on the first business day of each month starting with month following payments in (ii) after the Closing occurs; and

- iv) a final payment of \$55,000 payable on the first business day of the sixth month following the Closing.

For clarity, if the Closing takes place in April 2016, the two payments described in section 1(b)(ii) will be due on May 2, June 1 and the three payments described in 1(b)(iii) will be due on July 4, August 2, and September 1, 2016, respectively, and the final payment described in section 1(b)(iii) will be due on October 3, 2016.

- (c) The Consideration Payment will be secured against Wattie's interest in her house at 15552 Vista Drive, White Rock, British Columbia V4B 1E1 (the "**House**"), which security (the "**Security**") shall be subordinate to any security outstanding against the House as at the date of this Agreement, but which shall have priority to any future security Wattie may grant in respect of her interest in the House.
- (d) Shares of Pubco which were issued and released to the former holders of the shares of 096 on the closing of the 2015 Acquisition will be retained by them, excepting the shares issued to Wattie, which will be returned to Pubco and cancelled without payment of consideration to Wattie. It is contemplated that the Pubco shares issued and escrowed for later release to other former 096 shareholders on Pubco meeting revenue targets will remain in escrow and ultimately will be returned to treasury and cancelled later when the various release targets are not met, or will otherwise be returned to treasury and cancelled.
- (e) 096 will be entitled to use the name "Brabeia" in connection with its business, and Wattie (as the sole director of 096) may change 096's name to a name including the word "Brabeia" prior to the Closing. Pubco will provide any consents required by Wattie in connection with such name change.
- (f) Pubco will call a shareholders' meeting to obtain approval for the Transaction as soon as reasonably practicable following the parties entering into this Agreement, and the Closing will take place on a date to be agreed by the parties as soon as reasonably practicable following receipt of shareholder approval and satisfaction or waiver of the conditions set out in section 2 below.
- (g) Wattie will conduct the business of 096 in the ordinary course prior to the Closing.
- (h) Prior to the Closing, Wattie and 096 will communicate with any persons with whom they are proposing to enter into any contract that while 096 is presently a wholly owned subsidiary of Pubco, it is very likely Wattie will soon be buying 096 from Pubco and in the interim Wattie is operating the business of 096 without involvement of Pubco, which is a separate company entirely. .
- (i) Prior to and following the Closing, Wattie will provide and will cause 096 to provide any documents, financial records or other materials relating to the business of 096 in her or its possession, as the case may be, and which are required by Pubco to prepare any financial statements or prepare any public disclosure which it is required to make pursuant to applicable securities laws. Pubco acknowledges that Wattie has previously provided certain documents and financial records to it relating to the business of 096.
- (j) Prior to and following the Closing, Pubco will provide any and all original documents, company records, financial records, Quickbooks or other materials relating to the business of 096 delivered to Pub Co since August 21, 2015.
- (k) Pubco represents to Wattie that it has not encumbered or disposed of any of the assets of 096, and that it has not purported to terminate any contract to which 096 is a party, except in each case as may otherwise be known to Wattie

- (l) Pubco advises that its only contractual obligations are for the acquisition of and divestiture of 096 from Pubco and to pay its legal counsel Stikeman Elliott LLP, its accountants Davidson & Co. LLP and Andrea Yuan, its registrar and transfer agent Computershare Trust Company of Canada, certain printing and mailing fees incurred in connection with its 2016 annual general meeting, and its filing fees with the Canadian Securities Exchange and with the Canadian securities regulators in provinces in which it is a “reporting issuer” (the “Contracts and Filing Fees”), and has advised that it has no employees.
- (m) Pubco and Wattie agree to equally share in the payment of the outstanding account in the amount of \$3000 for Jimmy Tang and Wattie agrees to pay the outstanding account for Malaspina.
- (n) Wattie represents to Pubco that she is unaware of any other contractual obligations of Pubco other than 1(l) and 1(m).

## **2. Conditions to the Transaction**

The obligations of Pubco to proceed with the Transaction will be subject to the following conditions being satisfied or waived by it prior to the Closing and the parties shall diligently and in good faith seek the satisfaction of the following conditions:

- (a) Pubco shall have received all necessary regulatory, court and third party consents, orders (both interim and final), approvals, waivers and authorizations as may be required in respect of the Transaction including, without limitation, all applicable approvals of the CSE and relevant securities commissions, and all such consents and approvals to be on terms and conditions acceptable to Pubco, acting reasonably;
- (b) there being no material actions, suits or proceedings outstanding, pending or threatened against either Pubco or 096 at law or in equity before any federal, provincial, municipal court or other governmental department, commission, bureau, or agency;
- (c) Pubco shall have received all required and appropriate approvals of its boards of directors and shareholders for:
  - i) this Agreement;
  - ii) the Transaction;
  - iii) all matters incidental thereto or as may be required to effect the Transaction.
- (d) Pubco will provide Wattie with a certificate dated as of the Closing date confirming that the representation in section 1(k) is true at the Closing.
- (e) Wattie will provide Pubco with a certificate dated as of the Closing date confirming that the representation in section 1(n) is true at the Closing.
- (f) Pubco will have received evidence satisfactory to it (acting reasonably) that the Security is in place.

## **3. Press Release and Continuous Disclosure**

Neither party hereto will issue any press release or make any other public announcement relating to the Transaction contemplated by this Agreement without the prior consent of the other party hereto, except that either party may make any disclosure required to be made by it under applicable law, CSE policies or

other regulatory policies, if such party determines in good faith that it is appropriate to do so and gives prior notice to the other party.

**4. Costs and Expenses**

Except as provided for herein, the parties agree that all third party costs and expenses incurred by the parties in connection with the matters and the Transaction contemplated hereby, including without limitation, all legal, accounting, tax, and financial advisor fees (collectively, the "**Fees and Expenses**"), shall be borne by the party that incurs the same.

**5. Termination**

The mutual obligations set forth herein shall terminate in the event that:

- (a) any applicable regulatory authority or the CSE having indicated to Pubco that it will not permit the Transaction to proceed;
- (b) the conditions in section 2 have not been satisfied or waived in writing by Pubco by the Closing; and
- (c) as otherwise agreed in writing by the parties hereto;

provided, however, that sections 3, 4, 5 and 6(a) shall survive any such termination.

**6. General Provisions**

- (a) All agreements and other documents will be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable in such province and the parties hereto irrevocably attorn to the jurisdiction of the courts of such province.
- (b) The parties hereto agree that this Agreement constitutes the entire agreement and understanding between them with respect to the subject matter hereof and supersedes any prior agreement, representation or understanding with respect thereto.
- (c) No party hereto may transfer or assign its rights or obligations hereunder without the prior written consent of the other parties hereto.
- (d) This letter may be signed in two or more counterparts, any one of which need not contain the signature of more than one party, but all such counterparts taken together will constitute one and the same agreement.

If the foregoing accurately sets forth your understanding, please indicate so by executing and returning a copy of this Agreement to Pubco by courier or by email on or before 5:00 pm (Vancouver time) on March 17, 2016.

Yours very truly,

**SEAHAWK VENTURES INC.**

Per: "Bruno Gasbarro"  
**Authorized Signatory**

Acknowledged and agreed to this 17<sup>th</sup> day of March, 2016.

"Tracy Wattie"  
**Tracy Wattie**