

## SHARE PURCHASE AGREEMENT

**THIS AGREEMENT** is made effective May 5, 2022 (the "**Effective Date**"),

**AMONG:**

**GOLDEN SUN MINING CORP.**, a company incorporated under the laws of British Columbia with an office at [Redacted.] ("**GSU**")

**AND:**

**1328012 B.C. LTD.**, a company incorporated under the laws British Columbia with a registered and records office at [Redacted.] ("**132**")

**AND:**

**THE HOLDERS OF SECURITIES ISSUED BY 132** as listed in Schedule "A" attached hereto (collectively, the "**132 Securityholders**")

**WHEREAS:**

- A. The 132 Securityholders are the owners of all of the issued and outstanding shares and common share purchase warrants issued by 132; and
- B. GSU wishes to purchase all of the issued and outstanding shares of 132, being the 132 Shares (as defined herein) and all of the issued and outstanding common share purchase warrants of 132, being the 132 Warrants (as defined herein) from the 132 Securityholders in exchange for such number GSU Shares (as defined herein) and Consideration Warrants (as defined herein) as determined by reference to the Exchange Ratio upon and subject to the terms and conditions set forth in this Agreement.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that, in consideration of the covenants and agreements herein contained, the parties hereto do covenant and agree each with the other as follows:

### 1. INTERPRETATION

1.1 **Defined terms** – The following terms have the following meanings in this Agreement:

- (a) "**132 Assets**" means the whole of the undertaking, property and assets of 132, which as of the date hereof, is currently used in, and materially necessary for the conduct of the 132 Business, including without limitation the 132 Intellectual Property;
- (b) "**132 Business**" means the business of 132;
- (c) "**132 Intellectual Property**" has the meaning ascribed thereto in Section 5.2(r)(i);
- (d) "**132 Principal Securityholders**" means [Redacted.];
- (e) "**132 Securityholders**" means the Persons listed in Schedule "A", and, for the avoidance of doubt, including the 132 Principal Securityholders;
- (f) "**132 Shares**" means the 20,000,100 issued and outstanding common shares in the capital of 132, representing all of the issued and outstanding shares in the capital of 132;
- (g) "**132 Warrants**" means (i) the 10,000,000 share purchase warrants of 132, each of which entitles the holder thereof to acquire one (1) 132 Share at a price of \$0.10 until October 25, 2023 and (ii) the 10,000,000 share purchase warrants of 132, each of which entitles the holder thereof to acquire one (1) 132 Share at a price of \$0.12 until December 8, 2023.

- (h) **“Accounts Payable”** means accounts payable and any other amounts due incurred during the Ordinary Course of Business, but excluding any costs and expenses related to the transactions contemplated by this Agreement, in each case as recorded as payable in the Books and Records;
- (i) **“Accrued Liabilities”** means the operating expenses relating to the 132 Business incurred in the Ordinary Course of Business as at the given date but which are not yet been invoiced as of the given date and claims against 132 or its subsidiaries (if any) that are increasing with the passage of time or receipt of goods or services but have not been invoiced as of the Closing Time, including, but not limited to, expenses incurred in the Ordinary Course of Business;
- (j) **“Acquisition”** means the acquisition of all of the 132 Shares and 132 Warrants by GSU in exchange for an such number GSU Shares and Consideration Warrants as determined by reference to the Exchange Ratio pursuant to the terms and conditions of this Agreement;
- (k) **“Affiliate”** of any Person means, at the time such determination is being made, any other Person Controlling, Controlled by or under common Control with such first Person, in each case, whether directly or indirectly;
- (l) **“Agreement”** means this Share Purchase Agreement, including all schedules and exhibits and all amendments or restatements, as permitted, and references to “Article”, “Section”, “Schedule” or “Exhibit” mean the specified Article or Section of, or Schedule or Exhibit to, this Agreement;
- (m) **“Anti-Corruption Laws”** means, collectively, with respect to any Person, anti-corruption or anti-bribery laws of all jurisdictions applicable to such Person, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any Governmental Authority to which such Person is subject, including, but not limited to, the *Corruption of Foreign Public Officials Act* (Canada);
- (n) **“Anti-Money Laundering Laws”** means, collectively, with respect to any Person, anti-money laundering laws of all applicable jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any Governmental Authority to which such Person is subject, including, but not limited to, the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada);
- (o) **“Applicable Laws”** means all applicable rules, regulations, policies, notices, orders and legislation of any kind whatsoever of any Governmental Authority having jurisdiction over the transactions contemplated hereby or the parties to this Agreement, the rules and policies of any stock exchange and any other market or marketplace on which securities of GSU are traded, listed or quoted, and all applicable securities laws of British Columbia and the respective rules and regulations under such laws together with applicable published instruments, notices and orders of the securities regulatory authorities in British Columbia;
- (p) **“Books and Records”** means all books, records, files, Customer and supplier lists, business reports, plans, projections, standard operating procedure manuals, and all other documentation, correspondence and other information (in whatever medium and wherever situated, including all data and information stored electronically or on computer-related media) in the possession or under the control of 132;
- (q) **“Business Day”** means any day except Saturday, Sunday or a statutory holiday in Vancouver, British Columbia, Canada;
- (r) **“Claims”** includes claims, demands, complaints, grievances, actions, applications, suits, causes of action, litigation, arbitration, Orders, inquiries, investigations, charges, indictments, prosecutions,

informations, hearings, other civil, criminal or regulatory proceedings, whether at law or in equity other similar processes, assessments or reassessments, judgments, debts, Liabilities, penalties, fines, expenses, costs, damages or losses, contingent, inchoate or otherwise, whether disputed or undisputed, contractual, legal or equitable, and including loss or diminution of value, loss of revenue and loss of profits, professional fees, including fees and disbursements of legal counsel on a full indemnity basis, and all costs incurred in investigating or pursuing any of the foregoing or any proceeding relating to any of the foregoing;

- (s) **“Closing”** means the completion of the Acquisition on the Closing Date pursuant to the terms and conditions contained in this Agreement;
- (t) **“Closing Date”** means the date of completion of the Acquisition;
- (u) **“Contracts”** means contracts, licences, leases, agreements, obligations, promises, undertakings, understandings, arrangements, documents, commitments, entitlements or engagements to which a Party is a party or by which any of them are bound or under which a Party has, or will have, any liability or contingent liability (in each case, whether written or oral, express or implied), and includes any quotations, orders, proposals or tenders which remain open for acceptance and warranties and guarantees;
- (v) **“Consideration Warrants”** means the common share purchase warrants of GSU, on substantially the same terms as the 132 Warrants, to be exchanged for the 132 Warrants.
- (w) **“Control”** means, in respect of:
  - (i) a corporation, the ability of a Person or group of Persons acting in concert to influence the manner in which the business of such corporation is carried on, whether as a result of ownership of sufficient voting shares of such corporation to enable that Person or group of Persons to elect a majority of the directors of such corporation or by contract or otherwise;
  - (ii) a partnership, trust, syndicate or other entity, actual power or authority to manage and direct the affairs of, or ownership of more than fifty percent (50%) of the transferable beneficial interests in, such entity, and the terms “Controlled” and “Controlling” have a corresponding meaning;
- (x) **“Customer”** means any client, patient, customer or other Person to whom 132 provides (or sells) goods or services in the Ordinary Course of Business;
- (y) **“Employee Benefit”** means all the employee benefits, fringe benefits, supplemental unemployment benefits, bonus, incentives, profit sharing, termination, change of control, pension, retirement, stock option, stock purchase, stock appreciation, health, welfare. Medical, entail disability, life insurance and similar plans, programmes, arrangements or practices relating to the current or former directors, officers or employees of 132 maintained, sponsored or funded by 132, whether written or oral, funded or unfunded, insured or self insured, registered or unregistered;
- (z) **“Employees”** means individuals employed by 132 on a full-time, part-time or temporary basis, including those employees on disability leave, parental leave or other absence;
- (aa) **“Encumbrances”** means any encumbrance or restriction of any kind or nature whatsoever and howsoever arising (whether registered or unregistered) and includes a security interest, mortgage, easement, adverse ownership interest, defect on title, condition, right of first refusal, right of first offer, right-of-way, encroachment, building or use restriction, conditional sale agreement, hypothec, pledge, deposit by way of security, hypothecation, assignment, charge, trust or deemed trust, voting

trust or pooling agreement with respect to securities, any adverse claim, grant of any exclusive license or sole license, or any other right, option or claim of others of any kind whatsoever, and includes any agreement to give any of the foregoing in the future, and any subsequent sale or other title retention agreement or lease in the nature thereof,

- (bb) "**Exchange Ratio**" means one (1) GSU Share for each one (1) 132 Share and one (1) Consideration Warrant for each one (1) 132 Warrant, upon and subject to the terms and conditions of this Agreement;
- (cc) "**Governmental Authority**" means governments, regulatory authorities, governmental departments, agencies, commissions, bureaus, officials, ministers, Crown corporations, courts, bodies, boards, tribunals or dispute settlement panels or other law, rule or regulation-making organizations or entities (including, without limitation, the stock exchange and any other market or marketplace on which securities of GSU are traded, listed or quoted):
- (a) having or purporting to have jurisdiction on behalf of any nation, province, territory or state or any other geographic or political subdivision of any of them; or
- (b) exercising, or entitled or purporting to exercise any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power,
- and "Governmental Authority" means any such entity;
- (dd) "**GSU Shares**" means the common shares in the capital of GSU;
- (ee) "**GSU Disclosure Record**" means all press releases, material change reports, material contracts, management proxy circulars, financial statements, management's discussion & analyses, prospectuses and all other documents required by Applicable Laws to be filed by or on behalf of GSU on SEDAR since November 19, 2020;
- (ff) "**Intellectual Property**" means (a) trademarks, service marks, trade dress, trade names, corporate names (whether or not registered), logos and domain name registrations, including all registrations and applications for registration of the foregoing and all goodwill associated therewith; (b) copyrights (whether or not registered) and registrations and applications for registration thereof, including all derivative works, moral rights, renewals, extensions, reversions or restorations associated with such copyrights, now or hereafter provided by law, regardless of the medium of fixation or means of expression; (c) trade secrets and, whether or not confidential, business information (including pricing and cost information, business and marketing plans and customer and supplier lists) and know-how (including manufacturing and production processes and techniques and research and development information); (d) industrial designs (whether or not registered); (e) databases and data collections; (f) all rights to obtain and rights to register trademarks and copyrights; (g) all rights in all of the foregoing provided by treaties, conventions and common law; and (h) all rights to sue or recover and retain damages and costs and attorneys' fees for past, present and future infringement or misappropriation of any of the foregoing;
- (gg) "**Liabilities**" means all costs, expenses (including wages, vacation pay and overtime pay), charges, debts, claims, losses, damages, adverse claims, fines, penalties, demands and obligations, assessments or reassessments of any kind or nature (including any deferred or future liability for Taxes), whether primary or secondary, direct or indirect, known or unknown, asserted or unasserted, fixed, contingent or absolute, accrued or unaccrued, matured or unmatured, determined or determinable, liquidated or unliquidated, or due or to become due, and whether in contract, tort, strict liability or otherwise, voluntarily incurred or otherwise, whenever asserted, and including all costs and expenses relating thereto including all fees, disbursements and expenses of legal counsel,

experts, engineers and consultants and costs of investigation, but excluding the aggregate of Accounts Payable, and Accrued Liabilities, each valued and calculated in accordance with the applicable accounting standards of 132 and applied consistently in accordance with the applicable accounting standards of 132's past practices;

- (hh) "**Licenses**" has the meaning ascribed thereto in Section 5.2(q)(i);
- (ii) "**Material Adverse Change**" means, with respect to a Party, any matter or action that has an effect or change that is, or would reasonably be expected to be, material and adverse to the business, operations, assets, capitalization, financial conditions or prospects of a Party and its subsidiaries, taken as a whole, other than any matter, action, effect or change relating to or resulting from: (i) conditions affecting the industry of the Party, and not specifically relating to the Party and/or its subsidiaries, including changes in laws (including tax laws); (ii) any matter which has been communicated in writing to the other Parties as of the date hereof, or (iii) any changes or effects arising from matters permitted or contemplated by this Agreement or consented to in writing by the other Parties;
- (jj) "**Orders**" means orders, injunctions, judgments, administrative complaints, decrees, rulings, awards, assessments, directions, instructions, penalties or sanctions issued, filed or imposed by any Governmental Authority or arbitrator;
- (kk) "**Ordinary Course of Business**" means, when used in relation to the conduct of the 132 Business, any action which is taken in the ordinary course of the normal day-to-day operations of such business in a prudent and business-like manner consistent with such business's past practices;
- (ll) "**Outside Date**" means the date that is one hundred and twenty (120) calendar days after the Effective Date;
- (mm) "**Parties**" means each of GSU, 132 and the 132 Securityholders and "**Party**" means each one of them, as applicable;
- (nn) "**Person**" means a natural person, partnership, limited partnership, limited liability partnership, corporation, limited liability corporation, unlimited liability company, joint stock company, trust, unincorporated association, joint venture or other entity or Governmental Authority;
- (oo) "**Tax Returns**" includes all returns, reports, declarations, elections, notices, filings, forms, statements and other documents (whether in tangible, electronic or other form) and including any amendments, schedules, attachments, supplements, appendices and exhibits thereto, made, prepared, filed or required to be made, prepared or filed by Applicable Law in respect of Taxes;
- (pp) "**Taxes**" includes any taxes, duties, fees, premiums, assessments, imposts, levies and other charges of any kind whatsoever imposed by any Governmental Authority, including all interest, penalties, fines, additions to tax or other additional amounts imposed by any Governmental Authority in respect thereof, and including those levied on, or measured by, or referred to as, income, gross receipts, profits, capital, transfer, land transfer, sales, goods and services, harmonized sales, use, value-added, excise, stamp, withholding, business, franchising, property, development, occupancy, employer health, payroll, employment, health, social services, education and social security taxes, all surtaxes, all customs duties and import and export taxes, countervail and anti-dumping, all licence, franchise and registration fees and all employment insurance, health insurance and Canada and other government pension plan premiums or contributions;
- (qq) "**Taxing Authority**" means any federal, provincial, state, local or foreign Governmental Authority having responsibility for Taxes;

- (rr) "**Time of Closing**" means 10:00 a.m. (Vancouver time) on the Closing Date, or such other time as GSU and 132 may agree;
- (ss) "**TSXV**" means the TSX Venture Exchange; and
- (tt) "**U.S. Person**" has the meaning set out in Rule 902(k) of Regulation S under the U.S. Securities Act; and
- (uu) "**U.S. Securities Act**" means the United States Securities Act of 1933, as amended.

1.2 **Schedules** – The following schedules attached hereto constitute a part of this Agreement:

- Schedule "A" – List of 132 Securityholders.
- Schedule "B" – 132 Assets.
- Schedule "C" – Licenses.
- Schedule "D" – 132 Intellectual Property.
- Schedule "E" – Management, Employment and Consulting Contracts.
- Schedule "F" – Liabilities.
- Schedule "G" – Bank Accounts.

1.3 **Certain Rules of Interpretation**

In this Agreement:

1.4 In this Agreement:

- (a) **Currency** – Unless otherwise specified, all references to money amounts are to lawful currency of Canada.
- (b) **Headings** – Headings of Articles and Sections are inserted for convenience of reference only and do not affect the construction or interpretation of this Agreement.
- (c) **Including** – Where the word "including" or "includes" is used in this Agreement, it means "including (or includes) without limitation".
- (d) **No Strict Construction** – The language used in this Agreement is the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Party.
- (e) **Number and Gender** – Unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.
- (f) **Statutory references** – A reference to a statute includes all regulations and rules made pursuant to such statute and, unless otherwise specified, the provisions of any statute, regulation or rule which amends, supplements or supersedes any such statute, regulation or rule.
- (g) **Time** – Time is of the essence in the performance of the Parties' respective obligations.
- (h) **Time Periods** – Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the next Business Day following if the last day of the period is not a Business Day.
- (i) **Knowledge** – Whenever in this Agreement a representation and warranty is qualified by the statement "to the best knowledge" of a Party or any similar statement, that statement shall mean

to the best knowledge of the Party's directors and officers after having made due and reasonable enquiries and investigations.

- (j) **Entire Agreement** – This Agreement and the agreements and other documents required to be delivered pursuant to this Agreement, constitute the entire agreement between the Parties and set out all the covenants, promises, warranties, representations, conditions and agreements between the Parties in connection with the subject matter of this Agreement and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, pre-contractual or otherwise. There are no covenants, promises, warranties, representations, conditions, understandings or other agreements, whether oral or written, pre-contractual or otherwise, express, implied or collateral between the Parties in connection with the subject matter of this Agreement except as specifically set forth in this Agreement and any document expressly required to be delivered pursuant to this Agreement.

## 2. **PURCHASE AND SALE**

### 2.1 **Agreement** – Subject to the terms and conditions of this Agreement, on the Closing Date:

- (a) Each of the 132 Securityholders hereby agrees to sell, assign and transfer to GSU all (and not less than all) of the 132 Shares and 132 Warrants owned by such 132 Securityholder, as set forth in Schedule "A", being in the aggregate all of the issued and outstanding 132 Shares and 132 Warrants, and GSU agrees to purchase legal and beneficial ownership of the 132 Shares and 132 Warrants owned by each of the 132 Securityholders free and clear of all Encumbrances, with all rights and benefits attaching thereto, in exchange for the issuance of GSU Shares and Consideration Warrants to the 132 Securityholders, on the basis of the Exchange Ratio, subject to Section 2.1(b) and adjustment in the event of any stock splits, consolidations, stock dividends or other events affecting the outstanding GSU Shares, Consideration Warrants, 132 Shares or 132 Warrants completed prior to the Time of Closing.

### 2.2 **Acknowledgements** – Each of the 132 Securityholders hereby acknowledges and agrees with GSU as follows:

- (a) (i) no agency, Governmental Authority or other entity has made any finding or determination as to the merit for investment of, nor have any such agencies or Governmental Authorities made any recommendation or endorsement with respect to the GSU Shares and Consideration Warrants; (ii) there is no government or other insurance covering the GSU Shares and Consideration Warrants; and (iii) there are risks associated with the purchase of the GSU Shares and Consideration Warrants;
- (b) the purchase of the GSU Shares and Consideration Warrants has not been or will not be (as applicable) made through, or as a result of, and the distribution of the GSU Shares and Consideration Warrants is not being accompanied by, a general solicitation or advertisement including articles, notices or other communications published in any newspaper, magazine or similar media or broadcast over radio or television, or any seminar or meeting whose attendees have been invited by general solicitation or general advertising;
- (c) no prospectus or other offering document has been filed by GSU with a securities commission or other securities regulatory authority in any province of Canada, or any other jurisdiction in or outside of Canada in connection with the issuance of the GSU Shares and Consideration Warrants, and such issuance is exempt from the prospectus requirements otherwise applicable under the provisions of Applicable Laws and, as a result, in connection with its purchase of the GSU Shares and Consideration Warrants hereunder, as applicable;
- (d) the 132 Securityholder is restricted from using most of the protections, rights and remedies available under Applicable Laws including, without limitation, statutory rights of rescission or damages;

- (e) the 132 Securityholder will not receive information that may otherwise be required to be provided to the 132 Securityholder under Applicable Laws or contained in a prospectus prepared in accordance with Applicable Laws;
- (f) GSU is relieved from certain obligations that would otherwise apply under such Applicable Laws;
- (g) the 132 Securityholder has been advised to consult its own legal advisors with respect to trading in the GSU Shares and Consideration Warrants and with respect to the resale restrictions imposed by Applicable Laws, and acknowledges that no representation has been made respecting the applicable hold periods imposed by Applicable Laws or other resale restrictions applicable to such securities which restrict the ability of the 132 Securityholder to resell the GSU Shares and Consideration Warrants. The 132 Securityholder is solely responsible to find out what these restrictions are, and the 132 Securityholder is solely responsible (and GSU is in no way responsible) for compliance with applicable resale restrictions;
- (h) the purchase of the 132 Shares and 132 Warrants and the issuance of GSU Shares and Consideration Warrants, and the issuance of any GSU Shares on exercise of the Consideration Warrants will be made pursuant to the takeover bid prospectus exemption found in Section 2.16 of National Instrument 45-106 – *Prospectus Exemptions*.
- (i) the 132 Securityholder also acknowledges that the certificates for GSU Shares and Consideration Warrants may bear a legend or legends respecting restrictions on transfers as required under Applicable Laws and that such 132 Securityholder has been advised to consult its own legal advisor with respect to applicable resale restrictions and that it is solely responsible for complying with such restrictions.

### 3. COVENANTS AND AGREEMENTS

3.1 **Given by GSU** – GSU covenants and agrees with 132 that GSU will during the period from the date of this Agreement to the Time of Closing:

- (a) permit representatives of 132 full access during GSU's business hours to inspect GSU's property, books and records including, without limitation, all of the assets, contracts, financial records and minute books of GSU, so as to permit such investigation of GSU as the representatives of 132 deem reasonably necessary;
- (b) do all such acts and things reasonably necessary to ensure that all of the representations and warranties of GSU contained in this Agreement remain true and correct in all material respects and not do any such act or thing that would render any representation or warranty of GSU untrue or incorrect in any material respect;
- (c) use its commercially reasonable efforts to obtain all necessary approvals as may be required for the performance of GSU of its obligations under this Agreement prior to the Closing;
- (d) except as set out in this Agreement, not issue or reach any agreement or understanding with any other party to issue any securities without the prior written consent of 132; and
- (e) comply with the terms of this Agreement and faithfully and expeditiously seek to close the Acquisition by the Closing Date, or such other date as may be agreed upon by 132 and GSU in writing.



3.2 **Given by 132** – 132 covenants and agrees with GSU that 132 will during the period from the date of this Agreement to the Time of Closing:

- (a) permit representatives of GSU full access during 132's business hours to inspect 132's property, books and records including, without limitation, all of the assets, contracts, financial records and minute books of 132, so as to permit such investigation of 132 as GSU deems reasonably necessary;
- (b) do all such acts and things reasonably necessary to ensure that all of the representations and warranties of 132 contained in this Agreement remain true and correct in all material respects and not do any such act or thing that would render any representation or warranty untrue or incorrect in any material respect;
- (c) use its commercially reasonable efforts to obtain all necessary approvals as may be required for the performance of 132 of its obligations under this Agreement;
- (d) except as set out in this Agreement, not issue or reach any agreement or understanding with any other party to issue any securities without the prior written consent of GSU;
- (e) maintain the 132 Assets in good standing free and clear of all liens, charges and Encumbrances except those as generally disclosed to GSU, including the payment of all fees, rentals, rates, taxes, bonds and other payments relating to the 132 Assets;
- (f) comply with the terms of this Agreement and faithfully and expeditiously seek to close the Acquisition by the Closing Date, or such other date as may be requested by GSU, acting reasonably; and
- (g) promptly advise GSU in writing, of (A) any material fact or any material change that would constitute a Material Adverse Change; and (B) any breach by 132 of any covenant or agreement contained in this Agreement.

During the period from the date of this Agreement to the Time of Closing, the 132 also agrees to:

- (h) **Conduct of 132 Business** – except as otherwise contemplated or permitted by this Agreement, conduct the 132 Business in the Ordinary Course of Business, consistent with past practice and regular business policies and not, without the prior written consent of GSU, enter into any transaction which, if effected before the date of this Agreement, would constitute a breach of the representations, warranties or agreements of 132 or the 132 Securityholders contained herein;
- (i) **Changes** – not undertake any of the matters contemplated in Section 5.2(z);
- (j) **Constating Documents** – not alter or amend the constating documents, including its articles and by-laws, in any manner that could adversely affect the success of the transactions contemplated by this Agreement, except as agreed to in writing by GSU or as required to give effect to such transactions;
- (k) **Maintain Good Relations** – use all reasonable efforts to maintain good relations with its Employees, Customers and suppliers;
- (l) **Continue Insurance** – continue in force all policies of insurance maintained by or for the benefit of GSU and give all notices and present claims under all insurance policies in a timely fashion;
- (m) **Comply with Laws** – comply will all Applicable Laws affecting the operation of 132 and the 132 Business;

- (n) **Licenses** – immediately and diligently take all required steps to apply or receive approval for the requisite Licenses of the appropriate Governmental Authorities in each jurisdiction in which the nature or conduct of the 132 Business or any part thereof or the nature of the 132 Assets or properties of 132 makes such qualification necessary or desirable to enable the 132 Business to be carried on as now conducted or as proposed to be conducted, or to enable the 132 Assets or properties of 132 to be owned, leased, and operated, including the Licenses;
- (o) **Regulatory Compliance** – not take any kind of action: that could impair, prevent, increase the likelihood of refusal or reduce the likelihood of successfully receiving a License; that could put any existing License at risk of suspension or revocation such that the License would no longer be valid, subsisting, in good standing or have full force and effect; or would result in any operation at a facility currently used by 132 receiving a fine, suspension or revocation of approval for such operation;
- (p) **This Agreement** – not take actions of any kind which could reduce the likelihood of success of the transactions contemplated by this Agreement, other than as contemplated herein; to use reasonable commercial efforts to complete such transactions and to not take any action contrary to or in opposition of such transactions; and to cooperate fully with GSU and to use reasonable commercial efforts to assist GSU in its efforts to complete such transactions and to take all actions as are otherwise necessary to complete such transactions;
- (q) **Debt and Dividends** – not issue any securities of any kind, whether debt, either or other security, except as agreed to by GSU in writing, declare or pay any dividends or distribute any of the 132 Assets or property; and not to borrow any money or incur any indebtedness (except for trades payable in the ordinary course);
- (r) **Non-Solicit** – not directly or indirectly, through any representative: (A) solicit, initiate, propose, encourage, assist or participate in (and cease and cause to be terminated) any activities, discussions, negotiations, inquiries, proposals, or solicitations in consistent with, in opposition to or in competition with the transactions contemplated by this Agreement and, without limited the generality of the foregoing, not take any actions to give effect to the completion of any transactions other than the transactions contemplated by this Agreement; (B) induce or attempt to induce any Person to initiate any shareholder proposal, acquisition of the 132 Shares and 132 Warrants or any other form of transaction in consistent with, in opposition to or in competition with the transactions contemplated by this Agreement; (C) take any actions of any kind which may reduce the likelihood of success of the transactions contemplated by this Agreement; not amend, modify, waive, release or otherwise forebear in the enforcement of, and shall use all commercially reasonable efforts to enforce, any confidentiality, non-solicitation or standstill or similar agreements or provisions to which it and any third parties are parties;
- (s) **Intellectual Property** – use all commercially reasonable efforts and take all reasonable steps to protect, secure and enforce intellectual property rights, including 132 Intellectual Property and not take any kind of action that would put the 132 Intellectual Property or any rights 132 may have in intellectual property at risk of invalidation or ineligibility for protection under any Applicable Laws.
- (t) **132 Confidential Information** – discontinue access to any of its confidential information (and not establish or allow access to any of its confidential information, or any data room, virtual or otherwise) and maintain all information in its possession or in its control relating to 132 and the 132 Business (including this Agreement) strictly in confidence and will not disclose to any Person or make public or authorize the disclosure of any such information and will not use such information for any purpose except as required to perform any duties that it is required to perform for the purposes contemplated herein, or as may be required by Law;

- (u) **Approvals** – cooperate with GSU and use all commercially reasonable efforts to obtain and diligently assist GSU in obtaining all necessary consents, approvals and authorizations required to complete the transactions contemplated in this Agreement; and
- (v) **Advise of Changes** – promptly advise GSU orally and, if then requested, in writing, of (A) any fact or any change in the 132 Business, operations, affairs, 132 Assets, Liabilities, capitalization, financial condition or prospects of 132 that could have a Material Adverse Effect; (B) any breach by an 132 Securityholder of any covenant or agreement contained in this Agreement; and (C) any death, disability, resignation, termination of employment or other departure of any Employee, director or officer of 132.

3.3 **Given by the 132 Securityholders** – Each of the 132 Securityholders covenants and agrees with GSU that such 132 Securityholder will:

- (a) from and including the date of this Agreement through to and including the Time of Closing, do all such acts and things reasonably necessary to ensure that all of the representations and warranties of such 132 Securityholder contained in this Agreement remain true and correct in all material respects and not do any such act or thing that would render any such representation or warranty untrue or incorrect in any material respect;
- (b) not transfer, sell, encumber or otherwise dispose of any of its 132 Shares, 132 Warrants or any interest therein without the prior written consent of GSU; and
- (c) comply with the terms of this Agreement and faithfully and expeditiously seek to close the Acquisition by the Outside Date.

#### 4. **CONDITIONS PRECEDENT**

4.1 **In favour of all parties** – The obligations of the Parties under this Agreement are subject to the fulfillment of the following conditions at or prior to the Closing:

- (a) this Agreement shall not have been terminated in accordance with its terms; and
- (b) there shall not be in force any order or decree restraining or enjoining the consummation of the transactions contemplated by this Agreement.

4.2 **In favour of GSU** – The 132 Securityholders acknowledge and agree that the obligations of GSU to complete the transactions contemplated by this Agreement, including the purchase of the 132 Shares and 132 Warrants, shall be subject to the following conditions being satisfied on or prior to the Closing Date, which conditions are for the exclusive benefit of GSU and may be waived, in whole or in part, by GSU in its sole and absolute discretion:

- (a) the number of 132 Shares purchased pursuant to this Agreement equals 100% of the issued and outstanding 132 Shares;
- (b) the number of 132 Warrants purchased pursuant to this Agreement equals at 100% of the issued and outstanding 132 Warrants;
- (c) GSU being satisfied with the results of its due diligence investigations of 132 and the 132 Securityholders, in its sole and unfettered discretion;
- (d) 132 having not more than 20,000,100 132 Shares issued and outstanding on the Closing Date;
- (e) 132 having not more than 20,000,000 132 Warrants issued and outstanding on the Closing Date;

- (f) the 132 Securityholders and the 132 board of directors will have given all necessary approvals for the entry into of this Agreement and all transactions to be completed by 132 as contemplated hereunder, including the sale of the 132 Shares and 132 Warrants pursuant to this Agreement;
- (g) 132 and each of the 132 Securityholders shall have complied in all material respects with all of their respective covenants and agreements contained in this Agreement, including, but not limited to, completion of the Closing deliveries set forth in Section 6.2 and GSU shall have received a certificate from 132 and the 132 Securityholders confirming such performance or compliance, as the case may be;
- (h) all of the representations and warranties of 132 and the 132 Securityholders made in or pursuant to this Agreement shall be true and correct in all material respects as at the Time of Closing and with the same effect as if made at and as of the Time of Closing (except as such representations and warranties may be affected by the occurrence of events or transactions expressly permitted by this Agreement) and GSU shall have received a certificate from each of 132 and the 132 Securityholders confirming the truth and correctness of such representations and warranties;
- (i) all consents, approvals, Orders and authorizations of any Person (and registrations, declarations, filings or recordings with any Governmental Authority), required to be obtained in connection with the completion of any of the transactions contemplated by this Agreement, the execution of this Agreement, the Closing or the performance of any of the terms and conditions of this Agreement, including and any consents required under Contracts shall have been obtained at or before the Closing Time on terms acceptable to GSU, acting reasonably;
- (j) there shall have been no Material Adverse Effect in respect of the 132 Business, the results of operations, 132 Assets, Liabilities, condition (financial or otherwise) or affairs of 132;
- (k) there shall be no prohibition under Applicable Laws against the consummation of the transactions contemplated by this Agreement;
- (l) there shall be no Order issued delaying, restricting or preventing, and no pending or threatened Claim, or judicial or administrative proceeding, or investigation against any Party by any Person, for the purpose of enjoining, delaying, restricting or preventing, the consummation of the transactions contemplated by this Agreement or otherwise claiming that this Agreement or the consummation of such transactions is improper or would give rise to proceedings under Applicable Laws;
- (m) the 132 Securityholders shall have performed or complied with, in all respects, all their obligations and covenants under this Agreement (including, but not limited to, completion of the closing deliveries set forth in Section 6.2) and GSU shall have received a certificate from each of 132 and the 132 Securityholders confirming such performance or compliance, as the case may be;
- (n) all documents necessary to complete the transfer of all legal and beneficial ownership of all of the 132 Shares and 132 Warrants held by each of the 132 Securityholders shall have been delivered at the Closing; and
- (o) receipt of conditional approval by the Outside Date for the listing of the GSU Shares on the Canadian Securities Exchange or the TSXV.

If any of the foregoing conditions in this Section 4.2 has not been fulfilled by the Outside Date, GSU may terminate this Agreement by notice in writing to 132 Securityholders and 132; however, GSU may waive compliance with any condition in whole or in part if it sees fit to do so, without prejudice to its rights of termination in the event of non-fulfilment of any other condition, in whole or in part, or to its rights to recover damages for the breach of any representation, warranty, covenant or condition contained in this Agreement.

4.3 **In favour of 132 and the 132 Securityholders** – The obligations of 132 and the 132 Securityholders under this Agreement are subject to the fulfilment of the following conditions:

- (a) GSU shall have complied in all material respects with all of its covenants and agreements contained in this Agreement;
- (b) the representations and warranties of GSU contained in this Agreement shall be true in all material respects as if such representations and warranties had been made by GSU as of the Time of Closing (except as such representations and warranties may be affected by the occurrence of events or transactions expressly permitted by this Agreement) and 132 shall have received a certificate from GSU confirming the truth and correctness of such representations and warranties;
- (c) GSU shall have performed or complied with, in all respects, all its obligations and covenants under this Agreement (including, but not limited to, completion of the closing deliveries set forth in Section 6.3) and 132 shall have received a certificate from GSU confirming such performance or compliance, as the case may be;
- (d) the absence of any Material Adverse Change in the business, financial condition, prospects, assets or operations of GSU; and
- (e) receipt of conditional approval by the Outside Date for the listing of the GSU Shares on the Canadian Securities Exchange or the TSXV.

The conditions precedent set forth above are for the exclusive benefit of 132 and the 132 Securityholders and may be waived by 132 (on its own behalf and on behalf of the 132 Securityholders) in whole or in part on or before the Time of Closing.

## 5. REPRESENTATIONS AND WARRANTIES

5.1 **Concerning GSU** – In order to induce 132 and the 132 Securityholders to enter into this Agreement and complete their respective obligations hereunder, GSU represents and warrants to and covenants with 132 and the 132 Securityholders as follows:

- (a) **Incorporation and Qualification** – GSU is a corporation incorporated under the laws of the Province of British Columbia and has the corporate power to own and operate its property, carry on its business and enter into and perform its obligations under this Agreement. This Agreement constitutes a legal, valid and binding agreement of GSU and is enforceable against GSU in accordance with its terms and conditions, subject to applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights and remedies of creditors and the general principles of equity.
- (b) **Reporting Issuer** – GSU is a reporting issuer (within the meaning of the *Securities Act* (British Columbia)) in British Columbia and Alberta.
- (c) **Corporate Authority** – The execution, delivery and performance by GSU of this Agreement and the completion of the transactions contemplated hereunder, have been duly authorized by all necessary corporate action on the part of GSU.
- (d) **No Conflict** – The execution and delivery of this Agreement by GSU and the performance by GSU of its obligations under this Agreement will not:
  - (i) conflict with, or result in the breach or the acceleration of any indebtedness under, or constitute default under the constating documents of GSU, or any indenture, mortgage,

agreement, lease, licence or other instrument of any kind whatsoever to which GSU is a party or by which it is bound, or any judgment or order of any kind whatsoever of any court or administrative body of any kind whatsoever by which GSU is bound; or

- (ii) result in the violation of any law, ordinance, statute, regulation, by-law, order or decree of any kind whatsoever by GSU.
- (e) **GSU Shares** – The GSU Shares to be issued to the 132 Securityholders will, when issued in accordance with the terms of this Agreement, be duly authorized and validly issued as fully paid and non-assessable shares in the capital of GSU.
- (f) **Consideration Warrants** – The Consideration Warrants to be issued to the 132 Securityholders will, when issued in accordance with the terms of this Agreement, be duly authorized and approved, and upon such due exercise and issuance, such GSU Shares be issued as fully paid and non-assessable common shares in the capital of the Company.
- (g) **No Breach of Laws** – To the best knowledge of GSU, GSU is not in breach of any law, ordinance, statute, regulation, by-law, order or decree of any kind whatsoever.
- (h) **Absence of Undisclosed Liabilities** - There are no liabilities or obligations of GSU of any kind whatsoever, whether accrued, contingent, absolute, determined, determinable or otherwise, other than liabilities or obligations: (i) disclosed in GSU’s audited consolidated financial statements as at April 30, 2021; (ii) incurred in the ordinary course of business since April 30, 2021; (iii) incurred in connection with this Agreement; or (iv) that would not be reasonably expected to have, individually or in the aggregate, a Material Adverse Change in respect of GSU.
- (i) **No Shareholder Approval** – The Acquisition does not require the approval of the shareholders of GSU.
- (j) **Compliance with Material Contracts** – GSU is in good standing in respect of all of its material obligations due and owing in respect of all of its material contracts.
- (k) **Bankruptcy** – There is bankruptcy, liquidation, winding-up or similar proceeding pending or in progress or, to the knowledge of GSU, threatened against GSU before any Governmental Authority.
- (l) **Disclosure Record** – Since November 19, 2020, all documents and instruments comprising the GSU Disclosure Record have been filed on a timely basis with the applicable securities authorities pursuant to applicable Securities Laws, except where failure to do so would not have a material adverse effect on GSU. Each of the documents and instruments comprising the GSU Disclosure Record, at the time of its filing, complied in all material respects with the applicable requirements of securities laws.
- (m) **Complete Disclosure**
  - (i) To the best of its knowledge, information and belief, all documents and written information delivered by GSU or its representatives under or in connection with this Agreement to 132 or its representatives are complete and correct in all material respects as of the date of this Agreement.
  - (ii) To the best of its knowledge, information and belief, GSU has not withheld from 132 any material information necessary to enable 132 and the 132 Securityholders to make an informed assessment and valuation of the business, assets and liabilities of GSU.

5.2 **Concerning 132** – 132 and the 132 Securityholders, severally represent and warrant to and covenant with GSU each of the matters set out in this Section 5.2 and acknowledges and confirms that GSU is relying upon the accuracy of such representations and warranties in connection with the purchase of the 132 Shares and 132 Warrants:

- (a) **Incorporation and Qualification** – 132 is a corporation incorporated and existing under the laws of the Province of British Columbia and has all necessary corporate power, authority and capacity, and has taken all necessary corporate action and has obtained all necessary approvals to own, lease and operate the 132 Assets and property, conduct the 132 Business as presently conducted, and to enter into and execute this Agreement and to carry out its obligations hereunder.
- (b) **Due Authorization and Enforceability of Obligations** – 132 has duly executed this Agreement, and this Agreement and the other agreements to be entered into by 132 pursuant hereto constitute legal, valid and binding obligations of 132, enforceable against 132 in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency and other Applicable Laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.
- (c) **Absence of Conflict**
  - (i) The execution, delivery and performance of this Agreement and each of the other agreements contemplated by or referred to herein, and the completion of the transactions contemplated hereby and thereby, will not, with or without notice or the passage of time, constitute or result in a violation, contravention, breach or default of, create an Encumbrance under, require notice to be given to any Governmental Authority pursuant to, or cause the acceleration or termination of any obligations of 132 or decrease of any rights or entitlements of 132, under:
    - A. the articles, bylaws or other constating documents of 132;
    - B. any resolutions of the directors, shareholders or stakeholders of 132;
    - C. any Contract (written or oral), instrument or understanding or other obligation or restriction applicable to or binding upon 132, or to which 132 is a party or is otherwise affected by or subject to; and
    - D. any Laws, Licenses or Orders applicable to or binding upon 132, or to which 132 is otherwise affected by or subject to.
  - (ii) The transactions contemplated by this Agreement, including the sale and transfer of the 132 Shares and 132 Warrants, are not subject to any right of first refusal or other right in favour of any Person under any Law, License, Order or, to the knowledge of the management of 132 and the 132 Principal Securityholders, any Contract.
  - (iii) The transactions contemplated by this Agreement, including the sale and transfer of the 132 Shares and 132 Warrants will not result in the imposition of any Encumbrance upon any of the 132 Assets or property of 132 or restrict, hinder, impair or limit the ability of 132 to conduct the 132 Business.
- (d) **Required Approvals** – There is no requirement to obtain any third party consent or approval as a condition to the lawful completion by 132 of the transactions contemplated by this Agreement.

- (e) **Corporate Authority** – The execution, delivery and performance by 132 of this Agreement and the completion of the transactions contemplated hereunder, have been duly authorized by all necessary corporate action on the part of 132.
- (f) **Corporate Records** – The corporate records, including all constating documents, minutes of meetings and resolutions of shareholders, directors and any committees, the share certificates, register of securityholders and register of directors of 132 are complete and accurate in all material respects and all corporate proceedings and actions reflected in such corporate records have been conducted or taken in compliance with all Applicable Laws and with the constating documents of 132 and such corporate records contain all minutes of all meetings and all resolutions of the directors (and any committees of such directors) and shareholders of 132 as at the date hereof and at the Closing Date will contain all minutes of all meetings and all resolutions of the directors (and any committees of such directors) and shareholders of 132. The constating documents of 132 are in the form contained in its respective minute books and no modifications or alterations have been proposed or approved by its shareholders. 132 has never been subject to, or affected by, any unanimous shareholders agreement. True, correct and complete copies of all constating documents of 132, share certificates representing the 132 Shares, warrant certificates representing the 132 Warrants and all of the resolutions adopted by the shareholders and directors of 132 have been delivered to GSU. The Books and Records of 132 fairly and correctly disclose all transactions (including, without limitation, all issuances of securities) of 132.
- (g) **Authorized and Issued Capital** – The authorized capital of 132 consists of an unlimited number of common shares, of which 20,000,100 fully paid and non-assessable 132 Shares are validly issued and outstanding as of the date hereof and 20,000,000 132 Warrants are validly issued and outstanding as of the date hereof. A true and complete list of the 132 Securityholders, their names, addresses and holdings of 132 Shares and 132 Warrants is set out in Schedule "A", which sets out all of the holders of 100% of the 132 Shares issued and outstanding and out all of the holders of 100% of the 132 Warrants issued and outstanding. The 132 Shares and 132 Warrants have been duly and validly issued in compliance with (i) all Applicable Laws, (ii) the articles, by-laws and other constating documents of 132, and (iii) any Contract to which 132 is a party or by which it is bound, and are outstanding as fully paid and non-assessable shares in the capital of 132.
- (h) **Outstanding Securities** – Other than the 132 Shares and 132 Warrants, there are no other shares, options, warrants, convertible notes or debentures, agreements, documents, instruments or other writings of any kind whatsoever which constitute a "security" of 132 (as that term is defined in the *Securities Act* (British Columbia)) or other rights to purchase shares or other securities of 132 and no securities or obligations convertible into or exchangeable for shares or other securities of 132 have been authorized or agreed to be issued or are outstanding, and except for the GSU rights under this Agreement, no Person has any written or oral agreement, option or warrant, or any right or privilege (whether by Applicable Law, pre-emptive or contractual) capable of becoming such for the purchase, subscription, allotment or issuance of the unissued shares or other securities or the 132 Assets of 132.
- (i) **No Agreements to Purchase** – There are no options, agreements, rights of first refusal or other rights capable of becoming such to acquire all or any part of the 132 Shares and 132 Warrants. There are no investor rights agreements, shareholders' agreements, pooling agreements, voting trusts or other similar Contracts with respect to the ownership or voting of any of the shares in the capital of 132.
- (j) **No Subsidiaries** – 132 does not have any subsidiaries or own or have any interest in, directly or indirectly, any shares or other ownership interest in any other Person, and 132 is not a party to any Contract of any nature to acquire any such shares or other ownership interest or to acquire or lease any other business operations.



- (k) **Dividends and Distributions** – No dividends or other distributions of any kind whatsoever on any shares in the capital of 132 have been made, declared or authorized.
- (l) **Licenses and Permits** – To the best of its knowledge, 132 holds all licenses and permits that are required for carrying on its business in the manner in which such business has been carried on.
- (m) **Compliance with Laws** – To the best of its knowledge, 132 has conducted and is conducting its business in compliance with all Applicable Laws in the jurisdictions in which such business is carried on.
- (n) **No Unlawful Payments** – To the best of its knowledge, neither 132 nor any director, officer, agent, employee or other person associated with or acting on behalf of 132 has (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity, (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds, (iii) violated or is in violation of any provision of applicable foreign corrupt practices legislation, including the *Corruption of Foreign Public Officials Act (Canada)*, the U.S. Foreign Corrupt Practices Act, or (iv) made any bribe, rebate, payoff, influence payment, kickback or other unlawful payment.
- (o) **132 Assets**
  - (i) 132 solely owns (with good and valid title, legally and beneficially) and possesses all of its 132 Assets and property, all of which are ordinarily located in the Province of British Columbia.
  - (ii) The tangible Assets owned by 132 are in good operating condition and repair having regard to their use and age. The tangible Assets are suitable for their intended use. None of such tangible Assets are in need of maintenance or repairs, except for normal maintenance and repairs that are not material in nature or cost. The tangible Assets are sufficient for the continued conduct of the 132 Business after the Closing in substantially the same manner as conducted before the Closing and constitute all of the rights, property and assets necessary to conduct the 132 Business as currently conducted.
  - (iii) There are no 132 Assets owned by any Person (other than 132) that are used in connection with the 132 Business as currently conducted. Schedule “B” of this Agreement sets out a complete and accurate list of all 132 Assets. No Person has any interest, registered or otherwise, in the 132 Assets owned by 132 or otherwise used in connection with the 132 Business.
  - (iv) There is no judgment, decree, injunction, ruling or order of any court, Governmental Authority, instrumentality or arbitrator and no claim, suit, action, litigation, arbitration or governmental proceeding is in progress, pending or, to the best of the knowledge of 132, threatened against, relating to or affecting any of the 132 Assets.
  - (v) No option, right of first refusal, earn in or pre-emptive right of any nature has been granted or issued by 132 in relation to the 132 Assets.
  - (vi) All fees, rentals, royalties, rates, taxes, bonds and other payments in respect of the 132 Assets have been fully paid or satisfied within the time required for payment.
  - (vii) To the best of the knowledge of 132, all activities and operations that have been carried out by or on behalf of 132 on the 132 Assets have been in compliance in all material respects

with all Applicable Laws and directives of all Governmental Authorities and 132 has not received notice of non-compliance from any such Governmental Authorities.

- (viii) 132 has not received any notice that any of the 132 Assets will be revoked, suspended, modified or will not be renewed and is not aware of any circumstance which may give rise to any such action.
- (p) **Real Property** – 132 does not own any real or immovable property, nor is it the beneficial owner of any real property or entitled to become the registered or beneficial owner pursuant to any agreement.
- (q) **Compliance with Laws, Licenses and Permits**
  - (i) 132 holds all licenses, permits, registrations, qualifications, authorizations, certifications consents, approvals, directives, franchises, instructions, notices, certificates, waivers, variances, exemptions, rights and entitlements (collectively, the “**Licenses**”) of the appropriate Governmental Authorities in each jurisdiction in which the nature or conduct of the 132 Business or any part thereof or the nature of the 132 Assets or properties of 132 makes such qualification necessary or desirable to enable the 132 Business to be carried on as now conducted or to enable the 132 Assets or properties of 132 to be owned, leased, and operated, including the Licenses.
  - (ii) Schedule “C” of this Agreement sets out a complete and accurate list of all Licenses.
  - (iii) The Licenses authorize 132 to, among other things, to conduct the 132 Business as presently conducted.
  - (iv) All of the Licenses are valid, subsisting, in good standing, and in full force and effect, and 132 and each of its directors, officers and Employees operates and has operated 132 Business in compliance with all terms and conditions of the Licenses. All of such Licenses are and will be as of the Closing Date in full force and effect and with no default thereunder. Neither 132, nor any of its directors, officers and/or Employees has received any correspondence or notice from any Governmental Authority alleging or asserting non-compliance with any License by 132 or any of its directors, officers and/or Employees and there is no Claims or other action from or by any Governmental Authority or any other Person in progress, pending, or to the knowledge of 132, threatened, that could result in the modification, suspension, termination, revocation or cancellation of, any License, and 132 has no knowledge or reason to believe that any such Governmental Authority or other Person is considering or would have reasonable grounds to consider any such Claim other action.
  - (v) 132 and each of its directors, officers and Employees has conducted and is conducting the 132 Business in compliance in all material respects with all applicable Laws, tariffs and Orders of each jurisdiction in which it carries on the 132 Business. Neither 132, nor any of its directors, officers and/or Employees has received any notice alleging or asserting non-compliance with any applicable Law, tariff or Order by 132 or any of its directors, officers and/or Employees, and there is no Claim or other action by or from any Governmental Authority or any other Person in progress, pending, or to the knowledge of the 132 Principal Securityholders, threatened, that any operation or activity of 132 or any of its directors, officers and/or Employees is in violation of any applicable Law, tariff or Order and 132 has no knowledge or reason to believe that any such Governmental Authority or other Person is considering or would have reasonable grounds to consider any such Claim or other action. 132 either directly has, or indirectly on its behalf has, filed, declared, obtained, maintained or submitted all reports, documents, forms, notices, applications, records, Claims,

submissions and supplements or amendments as required by each License and any applicable Law, tariff and Order and all such reports, documents, forms, notices, applications, records, Claims, submissions and supplements or amendments were complete and correct on the date filed (or were corrected or supplemented by a subsequent submission).

- (vi) All facilities currently held or used by 132 either directly or through Contract with a third party and all protocols, procedures and processes currently employed by 132 or any of its Affiliates or third parties under contract with 132 in those facilities or elsewhere are in compliance with any and all applicable Laws or regulations in each relevant jurisdiction and all guidelines and practices enforced by any Governmental Authority.

(r) **Intellectual Property**

- (i) Schedule "D" of this Agreement lists all of the Intellectual Property registered, issued, applied for, owned by, licensed to or used by 132 in carrying on the 132 Business ("**132 Intellectual Property**").
- (ii) Except for licensed Intellectual Property, 132 is the sole owner and has good and marketable title to the 132 Intellectual Property (and associated rights). 132 has taken all steps required to secure ownership of the 132 Intellectual Property, including but not limited to ensuring that all Employees and independent contractors have assigned all right, title and interest to the 132 Intellectual Property to 132, including waiving any moral rights in favour of 132, as applicable.
- (iii) 132 is not a party to or bound by any Contract or other obligation that limits or impairs its ability to use, sell, transfer, assign or convey, or that otherwise affects: (i) any of the 132 Intellectual Property; or (ii) any of the Intellectual Property licensed to or used by it. 132 is not obligated to pay any royalties, fees or other compensation to any Person in respect of its ownership, use or license of any Intellectual Property including the 132 Intellectual Property.
- (iv) 132's rights in the 132 Intellectual Property are valid, subsisting and enforceable. 132 has taken all reasonable steps to maintain the 132 Intellectual Property and to protect and preserve the confidentiality of all trade secrets included in the 132 Intellectual Property, including but not limited to requiring all Persons having access thereto to execute written non-disclosure agreements.
- (v) Use of the 132 Intellectual Property, or the conduct of the 132 Business in the Ordinary Course of Business does not and will not infringe upon, misappropriate, dilute or otherwise violate the Intellectual Property rights of any Person, and to the knowledge of the 132 Principal Securityholders, no Person is or has infringed, misappropriated, diluted or otherwise violated any of the Intellectual Property owned by, licensed to or used by 132.
- (vi) There are no Claims, actions, suits, proceedings, arbitrations, complaints, charges or investigations settled, pending or threatened (including in the form of offers to obtain a licence): (i) alleging any infringement, misappropriation, dilution or violation of the intellectual property of any Person by 132; (ii) challenging the validity, enforceability, registrability or ownership of the 132 Intellectual Property or 132's rights with respect to any 132 Intellectual Property; or (iii) by 132 or any other Person alleging any infringement, misappropriation, dilution or violation by any Person of the 132 Intellectual Property. 132 is not subject to any outstanding or prospective order of any governmental authorities and

authorized registrars (including any application or petition therefor) that does or would restrict or impair the use of any 132 Intellectual Property.

- (vii) Following Closing, 132 will be entitled to continue to use, practice and exercise rights in, the 132 Intellectual Property and Intellectual Property licensed to and used by it, to the same extent and in the same manner as used, practiced and exercised by it prior to Closing without financial obligation to any Person.
- (s) **Product and Service Warranties** – 132 has not provided to any Person any written or oral product or services warranties or guarantees.
- (t) **Authorizations and Consents** – There is no requirement of 132 to make any filing with, give any notice to, or obtain or maintain any License or the consent or authorization of any Person in connection with the completion of any of the transactions contemplated by this Agreement, the execution of this Agreement, the Closing or the performance of any of the terms and conditions of this Agreement.
- (u) **No Defaults** – to the best knowledge of 132, 132 is not in default of any material term, covenant or condition under or in respect of any Applicable Law, Order, or Contract to which it is a party or to which it or any of the 132 Assets or property are or may be subject, and, to the best knowledge of 132, no event has occurred and is continuing, and no circumstance exists which has not been waived, which constitutes or could result in a violation, contravention, breach or default of, create an Encumbrance under, require notice to be given to any Governmental Authority pursuant to, or cause the acceleration or termination of any obligations of 132 or decrease of any rights or entitlements of 132, in respect of any such Applicable Law, Order or Contract.
- (v) **Partnerships or Joint Ventures** – 132 is not a partner or participant in any partnership, joint venture, profit-sharing arrangement or other association of any kind and is not a party to any agreement under which 132 agrees to carry on any part of the 132 Business in such manner or by which 132 agrees to share any revenue or profit of the 132 Business with any other Person.
- (w) **Employees**
  - (i) As at the date hereof, 132 has no full or part-time Employees, independent contractors or other non-employees who supply their services under personal services contracts.
  - (ii) 132 has fulfilled all requirements under Applicable Laws with respect to all required deductions and withholding of amounts from their respective Employees and consultants and have remitted all such deductions and withheld amounts to the appropriate authorities at the prescribed times and has properly accounted for any Liabilities to Employees and consultants.
  - (iii) A complete and accurate list of all management, employment, consulting, retention or like Contracts is set forth in Schedule “E” of this Agreement. 132 does not have any management, employment, consulting, retention or like Contract or arrangement that: (i) is not terminable on the giving of reasonable notice, pay in lieu and or severance pay as prescribed by statute or at common law; or (ii) that provides for any cash payment or other compensation, benefit or entitlement exceeding the aforesaid notice period or upon the consummation of the transactions contemplated by this Agreement.
  - (iv) There are no bonus, deferred compensation, incentive compensation, stock purchase, stock option, severance or termination pay, hospitalization or other medical, life or other insurance, supplemental unemployment benefits, profit sharing, pension or retirement

plans, agreements or arrangements of 132 in respect of any current or former directors, officers, Employees, consultants, contractors and agents of 132.

- (v) There are no collective agreements in force with respect to Employees of 132, and no collective agreement is currently being negotiated, nor has there been, or is there, any threats to organize or establish a trade union.
  - (vi) 132 does not maintain, sponsor or fund any Employee Benefit, supplemental unemployment benefit, bonus, incentive, profit sharing, termination, change of control, pension, health, welfare, life insurance or similar plan.
- (x) **Change of Control Payments** – 132 is not party to any agreement, Contract, understanding or arrangement which would give rise to any change in control, severance, termination or similar payment obligation on the part of 132 as a result of consummating the transactions contemplated by this Agreement.
- (y) **Liabilities**
- (i) As of the date hereof, 132 does not have any outstanding Liabilities, other than the Accounts Payable and the Accrued Liabilities set out at Schedule “F” of this Agreement.
  - (ii) 132 has not given or agreed to give, nor is it a party to or bound by, any guarantee, surety or indemnity in respect of indebtedness, or other obligations, of any Person, or any other commitment by which either 132 is, or is contingently, responsible for such indebtedness or other obligations.
- (z) **Absence of Certain Changes or Events** – Since incorporation, 132 has not:
- (i) incurred any obligation or Liability (fixed or contingent), except normal trade or business obligations incurred in the Ordinary Course of Business, or in connection with the transactions contemplated hereunder and obligations disclosed in Schedule “F” to this Agreement;
  - (ii) incurred any obligation or Liability (fixed or contingent) in excess of \$25,000 (excluding reasonable costs of legal counsel incurred in connection with the transactions contemplated by this Agreement), except obligations and Liabilities disclosed in Schedule “F” to this Agreement;
  - (iii) created any Encumbrance upon any of its properties or 132 Assets related to the 132 Business;
  - (iv) had any Employee terminate his or her employment or communicate his or her intention to do so;
  - (v) sold, assigned, transferred, leased or otherwise disposed of any 132 Assets other than in the Ordinary Course of Business;
  - (vi) purchased, leased or otherwise acquired any properties or 132 Assets other than in the Ordinary Course of Business;
  - (vii) waived, cancelled or written off any rights, Claims or any amounts payable to 132 relating to the 132 Business other than in the Ordinary Course of Business;

- (viii) declared or paid any dividend or made any other distribution in respect of any of its shares of any class, or reduced its authorized capital or issued capital;
  - (ix) entered into any transaction, Contract, agreement or commitment requiring 132 to pay, or entitling 132 to receive more than \$25,000 (excluding reasonable costs of legal counsel incurred in connection with the transactions contemplated by this Agreement), except as disclosed in Schedule "F" to this Agreement;
  - (x) entered into any transaction, Contract, agreement or commitment other than in the Ordinary Course of Business or as disclosed in Schedule "F" to this Agreement;
  - (xi) terminated, discontinued, closed or disposed of any office, facility, operation or Contract relating to the 132 Business;
  - (xii) had any material Customer of the 132 Business terminate, or, to the knowledge of the 132 Principal Securityholders, communicate the intention or threat to terminate, its relationship with 132, or the intention to substantially reduce the quantity of products or services it purchases from 132, or its dissatisfaction with the products or services supplied by 132;
  - (xiii) had any material supplier of the 132 Business terminate, or, to the knowledge of the 132 Principal Securityholders, communicate the intention or threat to terminate, its relationship with 132, or the intention to substantially reduce the quantity of products or services it sells to 132;
  - (xiv) made any material change with respect to any method of management, operation or accounting in respect of the 132 Business;
  - (xv) changed or modified the terms and conditions of employment of any Employees including increasing any form of compensation or other benefits payable or to become payable to any of the Employees, other than changes in the Ordinary Course of Business;
  - (xvi) changed any remuneration payable or benefits provided to any officer, director, consultant or agent of the 132 Business;
  - (xvii) suffered any extraordinary losses;
  - (xviii) incurred or suffered any Material Adverse Effect, or become aware of, any event or condition that would, or could reasonably be expected to, result in a Material Adverse Effect; or
  - (xix) authorized, agreed or otherwise become committed to do any of the foregoing.
- (aa) **Insolvency** – No act or proceeding has been taken by or against 132 in connection with its liquidation, winding-up or bankruptcy, including without limitation, that 132 has not committed an act of bankruptcy or sought protection from the creditors thereof before any court or pursuant to any legislation, proposed a compromise or arrangement to the creditors thereof generally, taken any proceeding with respect to a compromise or arrangement, taken any action to be declared bankrupt or wound up, taken any action to have a receiver appointed of any of the 132 Assets thereof, had any person holding any Encumbrance, lien, charge, hypothec, pledge, mortgage, title retention agreement or other security interest or receiver take possession of any of the property thereof, had

an execution or distress become enforceable or levied upon any portion of the property thereof or had any petition for a receiving order in bankruptcy filed against it.

- (bb) **No Contemplated Changes** – 132 has not approved or entered into any agreement in respect of (a) the purchase of material 132 Assets or any interest therein or, the sale, transfer or other disposition of any material portion of its 132 Assets or any interest therein currently owned, directly or indirectly, by 132 whether by asset sale, transfer of shares or otherwise; or (b) the change of control (by sale or transfer of shares or sale of all or substantially all of the property and 132 Assets) of 132.
- (cc) **Litigation**
- (i) There are no Claims, investigations or other proceedings, including appeals and applications for review, in progress, or, to the knowledge of the 132 Principal Securityholders, pending or threatened against or relating to 132 before any Governmental Authority, which, if determined adversely to 132, would, (i) have a Material Adverse Effect; (ii) enjoin, restrict or prohibit the transfer of all or any part of the 132 Shares or 132 Warrants as contemplated by this Agreement; (iii) delay, restrict or prevent 132 from fulfilling any of its obligations set out in this Agreement or arising from this Agreement; or (iv) the right of 132 to conduct its operations and carry on the 132 Business in the ordinary course consistent with past practice, and to the knowledge of the 132 Principal Securityholders, there is no existing ground on which any such action, suit, litigation or proceeding might be commenced with any reasonable likelihood of success.
- (ii) There is no judgment, decree, injunction, rule or Order of any Governmental Authority or arbitrator outstanding against 132. Neither 132 has undergone in the last five years nor is currently undergoing, any audit, review, inspection, investigation, survey or examination of records by a Governmental Authority relating to the 132 Business.
- (dd) **Accruals** – All material accruals for unpaid vacation pay, premiums for unemployment insurance, health premiums, federal, state, provincial or local pension plan premiums, accrued wages, salaries and commissions and payments for any plan for any officer, director, Employee or consultant of 132 have been accurately reflected in the Books and Records of 132.
- (ee) **Financial Condition** – The Books and Records of 132 disclose all material financial transactions of 132, and such transactions have been fairly and accurately recorded.
- (ff) **Taxes**
- (i) All tax returns and reports of 132 required by law to have been filed, if any, have been filed and are substantially true, complete and correct and all taxes and other government charges of any kind whatsoever of 132 have been paid.
- (ii) Adequate provision has been made for taxes payable by 132 for the current period for which tax returns are not yet required to be filed and there are no agreements, waivers or other arrangements of any kind whatsoever providing for an extension of time with respect to the filing of any tax return by, or payment of, any tax or governmental charge of any kind whatsoever by 132.
- (iii) 132 is not aware of any contingent tax liabilities of 132 of any kind whatsoever or any grounds which would prompt a reassessment of 132.
- (iv) 132 has made all collections, deductions, remittances and payments of any kind whatsoever and filed all reports and returns required by it to be made or filed under the provisions of all

applicable statutes requiring the making of collections, deductions, remittances or payments of any kind whatsoever in those jurisdictions in which 132 carries on business.

- (gg) **No Breach of Laws** – To the best knowledge of the 132 Principal Securityholders, 132 is not in breach of any law, ordinance, statute, regulation, by-law, order or decree of any kind whatsoever.
- (hh) **Material Contracts** – Other than as generally disclosed to GSU, there are no material contracts of 132. 132 has performed all of the obligations required to be performed by it and, to the best of the knowledge of 132, 132 is entitled to all benefits under its material contracts. 132 is not in default of any such material contract.
- (ii) **Material Transactions** – All of the material transactions of 132 have been promptly and properly recorded or filed in, or with, the Books and Records of 132, as applicable, and the minute books of 132 contain all records of the meetings and proceedings of shareholders and directors of 132 since its incorporation.
- (jj) **Bank Accounts** – Schedule “G” of this Agreement sets forth a true, correct and complete list of all of the bank accounts of 132, including account details and branch locations.
- (kk) **Broker and Finder’s Fees** – 132 does not owe nor is it aware of any claim for any broker, agency, finder’s fee or commission in connection with the transactions contemplated by this Agreement payable by any of the 132 Securityholders or 132.
- (ll) **Complete Disclosure**
  - (i) To the best of 132’s knowledge, information and belief, all documents and written information delivered by 132 or its representatives under or in connection with this Agreement to GSU or its representatives are complete and correct in all material respects as of the date of this Agreement.
  - (ii) To the best of 132’s knowledge, information and belief, 132 has not withheld from GSU any material information necessary to enable GSU to make an informed assessment and valuation of the business, assets and liabilities of 132.
  - (iii) None of the representations and warranties in this Section and no document furnished by or on behalf of 132 to GSU in connection with the negotiation of the transaction contemplated by this Agreement contains any untrue statement of a material fact or omits to state any material fact necessary to make any such statement or representation not misleading. To the Knowledge of 132, there are no facts not disclosed in this Agreement which, if learned by GSU, might reasonably be expected to materially diminish GSU’s evaluation of the value of the 132 Shares, 132 Warrants, 132 or which, if learned by GSU, might reasonably be expected to deter GSU from completing the purchase of the 132 Shares and 132 Warrants on the terms of this Agreement
- (mm) **Compliance with Anti-Corruption Laws** – 132 nor any director, officer, Employee, agent or other Person acting on behalf of 132 has, in relation to the 132 Business:
  - (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity;
  - (ii) made any direct or indirect unlawful payment to any foreign or domestic Governmental Authorities from corporate funds;



- (iii) violated or is in violation of any provision of Anti-Corruption Laws applicable to 132;
- (iv) made any unlawful bribe, rebate, payoff, influence payment, kickback or other unlawful payment in violation of any Anti-Corruption Laws; or
- (v) employed any government or political official of any country to act on behalf of 132.

No action, suit or proceeding by or before any Governmental Authority or any arbitrator involving 132 with respect to Anti-Corruption Laws is pending or, to the knowledge of the 132 Principal Securityholders, threatened.

- (nn) **Compliance with Anti-Money Laundering Laws** – The 132 Business has been conducted in compliance with Anti-Money Laundering Laws applicable to 132 and no action, suit, or proceeding by or before any Governmental Authority or any arbitrator involving 132 with respect to Anti-Money Laundering Laws is pending or, to the knowledge of the 132 Principal Securityholders, threatened.
- (oo) **Not a Reporting Issuer, No Published Market** – 132 is not a “reporting issuer” (within the meaning of the *Securities Act* (British Columbia) in any jurisdiction and there is no published market for the 132 Shares.

**5.3 Concerning the 132 Securityholders** – Each 132 Securityholder severally represents and warrants, in respect of themselves only, as follows to GSU each of the matters set out in this Section 5.3, and acknowledges and confirms that GSU is relying upon the accuracy of such representations and warranties in connection with its purchase of the 132 Shares and 132 Warrants:

- (a) **Representations and Warranties True and Correct** – To the best knowledge of the 132 Securityholder, all representations and warranties made by 132 and the 132 Principal Securityholders set out in Section 5.2 are true and correct on and as of the date hereof as though made on and as of the date hereof, except to the extent that such representations and warranties expressly relate to a specified date, in which case such representations and warranties are hereby reaffirmed as true and correct when made.
- (b) **Qualification** – If the 132 Securityholder is an individual, such 132 Securityholder has the individual legal capacity under the laws of the Province of British Columbia, the federal laws of Canada or such other jurisdiction in which he/she is resident, as applicable, to enter into this Agreement and the other agreements contemplated herein, and to observe and perform his/her covenants and obligations under this Agreement and the other agreements contemplated herein. If such 132 Securityholder is not an individual, such 132 Securityholder is duly incorporated and validly existing under the laws of its jurisdiction of incorporation, has the necessary corporate capacity and authority to execute and deliver this Agreement and the other agreements contemplated herein and to observe and perform its covenants and obligations under this Agreement and the other agreements contemplated herein and has taken all necessary corporate action in respect thereof, and such non-individual 132 Securityholder is wholly owned and Controlled by an individual 132 Securityholder.
- (c) **Binding Agreement** – The 132 Securityholder has duly executed this Agreement, and this Agreement and the other agreements to be entered into by the 132 Securityholder pursuant hereto constitute legal, valid and binding obligations of such 132 Securityholder, enforceable against such 132 Securityholder in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency and other Laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

(d) **Status of the 132 Securityholders and Right to Sell**

- (i) The 132 Securityholders is the sole registered and beneficial owner of the 132 Shares and 132 Warrants specified as being owned by such 132 Securityholders on Schedule "A" (the "**132 Securityholder's 132 Securities**"), with good and marketable title thereto, free and clear of all Encumbrances, such shares are validly issued and outstanding as fully paid and non-assessable securities in the capital of 132 and such 132 Securityholder's 132 Securities represents all of the 132 Shares and 132 Warrants legally or beneficially owned by such 132 Securityholder.
  - (ii) The 132 Securityholder holds no other shares or securities in the capital of 132 other than the 132 Securityholder's 132 Securities, and it holds no right, privilege, option, warrant or agreement to purchase or otherwise acquire, directly or indirectly, any other shares or securities in the capital of 132.
  - (iii) The 132 Securityholder is not party to any voting trust, pool agreement, escrow agreement, or other Contract with respect to the voting, redemption, sale, pledge, transfer or other disposition of the 132 Securityholder's 132 Securities. The 132 Securityholder is not a party to any Contract of guarantee or indemnification or any similar commitment of the obligations of any other Person where enforcement against the 132 Securityholder in respect of such agreement could result in an Encumbrance on the 132 Securityholder's 132 Securities. The 132 Securityholder's 132 Securities are not subject to the terms of any shareholders' or similar Contract. The 132 Securityholder has the exclusive right to dispose of its 132 Securityholder's 132 Securities as provided in this Agreement.
  - (iv) No Person, other than GSU, has any Contract, option, understanding, or commitment, or any right or privilege (whether by law, pre-emptive right, or contractual provision) capable of becoming a Contract, option, or commitment, for the purchase or other acquisition of any of the 132 Securityholder's 132 Securities.
  - (v) On Closing, GSU will have good and valid title to the 132 Securityholder's 132 Securities.
- (e) **Absence of Conflicts** – The 132 Securityholder is not a party to, bound or affected by or subject to any (a) Contract, (b) charter or by-law, other constituting documents, or any resolutions of directors, shareholders or stakeholders (c) Applicable Laws, Licenses, or Orders that would be violated, contravened, offended against, breached by, or under which default would occur or an Encumbrance would be created, with or without notice or the passage of time, as a result of the execution and delivery of, or the performance of obligations under, this Agreement or any other agreement to be entered into under the terms of this Agreement.
- (f) **Contractual and Regulatory Approvals** – No Order, License, consent of, notice to, or filing with any Governmental Authority or other Person is required on the part of the 132 Securityholder in connection with the execution, delivery and performance of this Agreement or any other documents and agreements to be delivered under this Agreement or the performance of the obligations of the 132 Securityholder under this Agreement or any other documents and agreements to be delivered under this Agreement.
- (g) **Litigation** – There are no Claims by any Person or by or before any Governmental Authority, in either case, pending or threatened against or affecting the 132 Securityholder that could affect the ability of the 132 Securityholder to convey to GSU full right, title and interest in and to the 132 Shares and 132 Warrants, and there is no valid basis for any such Claim by or against the 132 Securityholder.

- (h) **No Purchase or Offer in the United States** – The 132 Securityholder is not, and is not acquiring the GSU Shares and Consideration Warrants for the account or benefit of, a U.S. Person under the U.S. Securities Act or for resale in the United States or to a U.S. Person in violation of United States federal or state securities laws, was not offered the GSU Shares and Consideration Warrants in the United States, did not execute or deliver this Agreement or related documents in the United States and confirms that no act, solicitation, conduct or negotiation directly or indirectly in furtherance of the purchase of the GSU Shares and Consideration Warrants hereunder has occurred in the United States.

The 132 Securityholder acknowledges that the GSU Shares and Consideration Warrants have not been, nor will they be, registered under the U.S. Securities Act or the securities laws of any state, and may not be offered or sold in the United States or to a U.S. Person, unless an exemption from the registration requirements under the U.S. Securities Act and applicable state securities laws is available, and agrees not to offer, or sell the GSU Shares and Consideration Warrants in the United States or to a U.S. Person, unless GSU consents to such offer or sale and an exemption from registration under the U.S. Securities Act and applicable state securities laws is available

- (i) **Independent Legal and Financial Advice** – Such 132 Securityholder has been advised prior to entering into this Agreement to obtain, and has obtained, such independent legal, financial (including tax) and other advice as it deems to be necessary or advisable in connection herewith, and waives any claim which it may now or in the future have with respect to this Agreement or the subject matter hereof based in any way on the absence of, lack of access to or shortness of time available to rely on such advice.
- (j) **Tax Matters** – Such 132 Securityholder is not a non-resident of Canada within the meaning of the *Income Tax Act* (Canada).

#### 5.4 **Survival**

- (a) The representations and warranties made by the Parties under this Part 5 are true and correct as of the date of this Agreement and shall be true and correct at the Time of Closing as though they were made at that time.
- (b) Should any of the representations and warranties made by any 132 Securityholder in Section 5.3 not be true and correct as of the date of this Agreement or at the Time of Closing as though they were made at that time, GSU shall be entitled, for a period of three years following the Closing, to seek remedy against such 132 Securityholder for any such misrepresentation or breach of warranty.
- (c) Should any of the representations and warranties made by GSU in Section 5.1(a) or Section 5.1(e) not be true and correct as of the date of this Agreement or at the Time of Closing as though they were made at that time, each 132 Securityholder shall be entitled, for a period of three years following the Closing, to seek remedy against GSU for any such misrepresentation or breach of warranty.
- (d) After the expiration of such three-year period, no Party or Parties shall have any further liability with respect to any breach of any representation or warranty contained herein, except for those alleged breaches for which notice has been given prior to the end of such three-year period. All other representations and warranties made by the Parties under this Part 5 shall terminate and be of no further force or effect immediately after the Time of Closing.

5.5 **No Limit on Rights** – The Parties each acknowledge and agree that a Party's investigations shall in no way limit or otherwise adversely affect that Party's rights under the representations and warranties given to it by any other Party or Parties under this Agreement.

5.6 **Limitations on Representations and Warranties** – The Parties shall not be deemed to have made any representation or warranty other than as expressly made in this Agreement, including without limitation Sections 5.1 to 5.5 hereof.

## 6. CLOSING

6.1 **Closing** – The Closing shall take place at the Time of Closing at the office of GSU, or at such other place upon which GSU and 132 may agree.

6.2 **Deliveries by 132 and the 132 Securityholders** – At the Closing, 132 shall deliver to GSU the following documents:

- (a) a certified true copy of the resolutions of the directors and, if necessary, the 132 Securityholders, evidencing that the board of directors and, if applicable, 132 Securityholders, have approved this Agreement, the Acquisition and all of the transactions of 132 and the 132 Securityholders contemplated hereunder and the resolutions shall include specific reference to:
  - (i) the sale and transfer of the 132 Shares and 132 Warrants from the 132 Securityholders to GSU as provided for in this Agreement;
  - (ii) the cancellation of the certificates (the "**Old Share Certificates**") representing the 132 Shares held by the 132 Securityholders;
  - (iii) the cancellation of the certificates (the "**Old Warrant Certificates**") representing the 132 Warrants held by the 132 Securityholders;
  - (iv) the issuance of one or more new certificate(s) (the "**New Share Certificate(s)**") representing the 132 Shares registered in the name of the GSU or otherwise as directed by GSU; and
  - (v) the issuance of one or more new certificate(s) (the "**New Warrant Certificate(s)**") representing the 132 Warrants registered in the name of the GSU or otherwise as directed by GSU;
- (b) if such 132 Securityholder is a corporate entity, shall execute and deliver to GSU authorizing resolutions that are required to permit the due and valid transfer of such 132 Securityholder's 132 Securities to and in the name of GSU and the completion of the transactions contemplated by this Agreement;
- (c) the Old Share Certificates and Old Warrant Certificate, and if required, with the form of transfer on the reverse duly executed for transfer or accompanied by a duly executed stock power of attorney;
- (d) the New Share Certificate(s) and New Warrant Certificate(s);
- (e) each of the 132 Securityholders shall execute and deliver to GSU a duly executed receipt for the GSU Shares and Consideration Warrants;
- (f) each of the 132 Securityholders shall execute and deliver to GSU a release, in form and substance acceptable to GSU in its sole and unfettered discretion, of the 132 Securityholder in favour of 132;
- (g) a certificate of status, compliance, good standing or like certificate with respect to 132 issued by the appropriate Governmental Authority;
- (h) a certificate signed by authorized representatives of 132 and the 132 Principal Securityholders confirming that:

- (i) all representations and warranties of 132 contained herein are true and correct in all material respects as at the Time of Closing and with the same effect as if made at and as of the Time of Closing (except as such representations and warranties may be affected by the occurrence of events or transactions expressly permitted by this Agreement);
  - (ii) all covenants and conditions of 132 to be performed and observed in this Agreement prior to or at Closing have been performed; and
  - (iii) there has not occurred a Material Adverse Effect on the 132 Business, the 132, its subsidiaries, if any, or the 132 Assets;
- (i) a certificate signed by each of the 132 Securityholders confirming that:
    - (i) all representations and warranties of the 132 Securityholders contained herein are true and correct as of the Closing Date; and
    - (ii) all covenants and conditions of the 132 Securityholders to be performed and observed in this Agreement prior to or at Closing have been performed;
  - (j) evidence satisfactory to GSU, acting reasonably, as to the Liabilities (including the Accounts Payable and Accrued Liabilities) of 132 as of the Closing Date;
  - (k) the minute books of 132;
  - (l) a legal opinion in respect of 132 (as to matters including, without limitation, due execution and enforceability of this Agreement and the other agreements to be executed hereunder, and as to the issued and outstanding share capital of 132) prepared and signed by counsel to 132, in form and content satisfactory to all counsel, acting reasonably, and addressed to GSU and its counsel; and
  - (m) such other materials or documents that are, in the opinion of GSU acting reasonably, required to be delivered by 132 and the 132 Securityholders in order to meet their obligations under this Agreement.

**6.3 Deliveries by GSU** – At the Time of Closing on the Closing Date, GSU shall deliver to 132, on its own behalf and on behalf of the 132 Securityholders, as applicable:

- (a) certified true copies of the resolutions of the directors of GSU evidencing the approval of this Agreement and all of the transactions of GSU contemplated hereunder;
- (b) certificates representing those GSU Shares registered in the respective names of the 132 Securityholders as set forth in Schedule "A";
- (c) certificates representing those Consideration Warrants registered in the respective names of the 132 Securityholders as set forth in Schedule "A"
- (d) a certificate signed by an officer of GSU confirming that:
  - (i) all representations and warranties of GSU contained herein are true and correct in all material respects as at the Time of Closing and with the same effect as if made at and as of the Time of Closing (except as such representations and warranties may be affected by the occurrence of events or transactions expressly permitted by this Agreement; and
  - (ii) all covenants and conditions of GSU to be performed and observed in this Agreement prior to or at Closing have been performed;

- (e) a legal opinion in respect of GSU (as to due execution and enforceability of this Agreement and the other agreements to be executed hereunder), and, prepared and signed by counsel to GSU, in form and content satisfactory to all counsel, acting reasonably, and addressed to GSU and its counsel; and
- (f) such other materials or documents that are, in the opinion of 132 acting reasonably, required to be delivered by GSU in order to meet its obligations under this Agreement.

## 7. **ORDINARY COURSE**

Until the Time of Closing, 132 shall not, without the prior written consent of GSU, enter into any contract in respect of its business or assets, other than in the Ordinary Course of Business, and 132 shall continue to carry on its business and maintain its assets in the Ordinary Course of Business, shall maintain payables and other Liabilities at levels consistent with past practice, shall not engage in any extraordinary material transactions and shall make no distributions, dividends or special bonuses, shall not repay any shareholders' loans, or enter into or renegotiate any employment or consulting agreement with any officer, in each case without the prior written consent of GSU, which shall not be unreasonably withheld, and shall otherwise comply with its covenants as set forth in Section 3.2 hereof.

## 8. **TERMINATION**

8.1 **By the parties** – Each of 132 (on its own behalf and on behalf of the 132 Securityholders) and GSU shall, in its sole discretion, have the right to terminate this Agreement:

- (a) upon written notice to the other if any other Party has breached or is in default of any material term of this Agreement and fails to cure or remedy such breach or default within 14 days after receiving written notice thereof from the Party not in breach or default; and
- (b) if the Closing shall not have occurred on or before the Outside Date, except that the right to terminate this Agreement under this Section 8.1(b) shall not be available to any Party whose failure to fulfill any of its obligations has been the cause of, or resulted in, the failure of the Closing to occur by such date.

8.2 **By GSU** – This Agreement may, by notice in writing given prior to or on the Closing Date, be terminated by GSU:

- (a) if any of the conditions in Section 4.2 have not been satisfied at or prior to Closing and GSU has not waived such condition at or prior to Closing; and
- (b) if it is not satisfied with the results of its due diligence investigations of 132 and the 132 Securityholders, in its sole and unfettered discretion.

8.3 **By 132** – This Agreement may, by notice in writing given prior to or on the Closing Date, be terminated by 132:

- (a) if any of the conditions in Section 4.3 have not been satisfied at or prior to Closing and GSU has not waived such condition at or prior to Closing; and
- (b) if it is not satisfied with the results of its due diligence investigations of GSU, in its sole and unfettered discretion.

8.4 **Survival** – In the event this Agreement is terminated, the provisions of Section 10 shall survive the termination.

## 9. STANDSTILL AGREEMENT

From the date of this Agreement until completion of the transactions contemplated herein or the earlier termination hereof, 132 and the 132 Securityholders will not, directly or indirectly, solicit, initiate, assist, facilitate, promote or encourage proposals or offers from, entertain or enter into discussions or negotiations with, or provide information relating to the securities, business, operations, affairs or financial condition of 132 to any persons in connection with the acquisition or distribution of any securities of 132, or any amalgamation, merger, consolidation, arrangement, restructuring, refinancing, sale of any material assets of 132, unless such action, matter or transaction is part of the transactions contemplated in this Agreement or is satisfactory to, and is approved in writing in advance by GSU or is necessary to carry on the Ordinary Course of Business.

## 10. PUBLIC DISCLOSURE

10.1 **Restrictions on disclosure** – No disclosure or announcement, public or otherwise, in respect of this Agreement or the transactions contemplated herein will be made by any Party without the prior written agreement of GSU and 132 as to timing, content and method, provided that the obligations herein will not prevent any Party from making, after consultation with GSU and 132, such disclosure as its counsel advises is required by Applicable Laws or as is required to carry out the transactions contemplated in this Agreement or the obligations of any of the Parties hereto.

10.2 **Confidentiality** – Except with the prior written consent of GSU and 132, each of the Parties and its respective employees, officers, directors, shareholders, agents, advisors and other representatives will hold all information received from a Party concerning any of GSU, 132 or any of the 132 Securityholders in confidence and shall not be disclosed or used by the recipients thereof, except such information and documents available to the public or as are required to be disclosed by Applicable Laws. All such information in written or electronic form and documents will, at a Party's request, be promptly returned to the party originally delivering them in the event that the transactions provided for in this Agreement are not completed.

10.3 **Personal Information** – Each of the 132 Securityholders hereby consents to the disclosure of his or her personal information in connection with the transactions contemplated by this Agreement and acknowledges and consents to the fact that 132 and GSU are collecting the personal information (as that term is defined under applicable privacy legislation, including the *Personal Information Protection and Electronic Documents Act* (Canada) and any other applicable similar, replacement or supplemental provincial or federal legislation or laws in effect in Canada from time to time) of the 132 Securityholder for the purposes of completing this Agreement and the transactions contemplated hereby. Each 132 Securityholder acknowledges and consents to 132 and GSU retaining such personal information for as long as permitted or required by law or business practices. Each 132 Securityholder further acknowledges and consents to the fact that 132 and GSU may be required by applicable securities legislation to provide regulatory authorities with any personal information provided by the 132 Securityholders in this Agreement and each 132 Securityholder further consents to the public disclosure of such information, including this Agreement in its entirety, by electronic filing or by any other means.

10.4 **No Contribution** – Each of the 132 Securityholders acknowledges and agrees that 132 shall not have any Liability or obligation to indemnify, save or hold harmless or otherwise pay, reimburse or make the 132 Securityholders whole for or on account of any indemnification or other claims made by any Purchaser Indemnified Party hereunder. None of the 132 Securityholders shall have any right of contribution against 132 with respect to any such indemnification or other claim.

## 11. GENERAL

11.1 **Time** – Time and each of the terms and conditions of this Agreement shall be of the essence of this Agreement and any waiver by the Parties of this Section or any failure by them to exercise any of their rights under this Agreement shall be limited to the particular instance and shall not extend to any other instance or matter in this Agreement or otherwise affect any of their rights or remedies under this Agreement.

11.2 **Entire agreement** – This Agreement constitutes the entire Agreement between the Parties hereto in respect of the matters referred to herein and there are no representations, warranties, covenants or agreements, expressed or implied, collateral hereto other than as expressly set forth or referred to herein.

11.3 **Further assurances** – The Parties hereto shall execute and deliver all such further documents and instruments and do all such acts and things as any Party may, either before or after the Closing, reasonably require of the others in order that the full intent and meaning of this Agreement is carried out. The provisions contained in this Agreement which, by their terms, require performance by a Party to this Agreement subsequent to the Closing, shall survive the Closing.

11.4 **Amendments** – No alteration, amendment, modification or interpretation of this Agreement or any provision of this Agreement shall be valid or binding upon the Parties hereto unless such alteration, amendment, modification or interpretation is in written form executed by all of the Parties to this Agreement.

11.5 **Notices** – Any notice, request, demand, election and other communication of any kind whatsoever to be given under this Agreement shall be in writing and shall be delivered by hand, e-mail or mailed by prepaid registered post to the Parties at their following respective addresses:

**(a) to 132 or the 132 Securityholders:**

[Redacted.]

**(b) to GSU:**

[Redacted.]

or to such other addresses as may be given in writing by the Parties hereto in the manner provided for in this Section. Any notice delivered or faxed shall be deemed to have been given and received on the Business Day next following the date of delivery or faxing, as the case may be.

11.6 **Assignment** – This Agreement may not be assigned by any Party hereto without the prior written consent of all of the Parties hereto.

11.7 **Governing law** – This Agreement shall be subject to, governed by, and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein, and the Parties hereby attorn to the non-exclusive jurisdiction of the courts of British Columbia

11.8 **Counterparts** – This Agreement may be executed in counterpart and by fax or other electronic means, and each copy so signed shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument.

11.9 **Severability** – If any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect in any jurisdiction, the validity, legality and enforceability of such provision or provisions will not in any way be affected or impaired thereby in any other jurisdiction and the validity, legality and enforceability of the remaining provisions contained herein will not in any way be affected or impaired thereby, unless in either case as a result of such determination this Agreement would fail in its essential purpose.

11.10 **Enurement** – This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective successors, permitted assigns, trustees, representatives, heirs and executors.

11.11 **Independent Legal Advice** – The Parties, including each of the 132 Securityholders, acknowledge that they have executed this Agreement without any undue stress, fear, duress, improper understanding, misrepresentation, coercion, undue influence or false inducement and each further acknowledge that they are entitled, and have been



advised, to seek independent legal advice and confirm that by executing this Agreement, they have either sought such independent legal advice or have expressly waived their right to do so. Each 132 Securityholder acknowledges, confirms and agrees, in favour of GSU, that each 132 Securityholder had the opportunity to seek, and was not prevented nor discouraged by GSU from seeking, independent legal advice prior to the execution and delivery of this Agreement and that, in the event that such 132 Securityholder did not avail itself with the opportunity prior to signing this Agreement, the 132 Securityholder did so voluntarily without any undue pressure and agrees that such 132 Securityholder's failure to obtain independent legal advice shall not be used by the 132 Securityholder as a defence to the enforcement of the 132 Securityholder's obligations under this Agreement. Each 132 Securityholder further acknowledges, confirms and agrees that DLA Piper (Canada) LLP is counsel to GSU only and not to the 132 Securityholders and that Segev LLP is counsel to 132 only and not to the 132 Securityholders.

*[Remainder of Page is Intentionally Left Blank]*

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

[Redacted.]

**SCHEDULE "A"**

**TO THE SHARE PURCHASE AGREEMENT  
DATED MAY 5, 2022**

[Redacted.]

**SCHEDULE "B"**  
**TO THE SHARE PURCHASE AGREEMENT**  
**DATED MAY 5, 2022**

**132 ASSETS**

[Redacted.]

**SCHEDULE "C"**

**TO THE SHARE PURCHASE AGREEMENT  
DATED MAY 5, 2022**

**LICENSES**

[Redacted.]

**SCHEDULE "D"**

**TO THE SHARE PURCHASE AGREEMENT  
DATED MAY 5, 2022**

**132 INTELLECTUAL PROPERTY**

[Redacted.]

**SCHEDULE "E"**

**TO THE SHARE PURCHASE AGREEMENT  
DATED MAY 5, 2022**

**MANAGEMENT, EMPLOYMENT AND CONSULTING CONTRACTS**

[Redacted.]

**SCHEDULE "F"**

**TO THE SHARE PURCHASE AGREEMENT  
DATED MAY 5, 2022**

**LIABILITIES**

[Redacted.]



**SCHEDULE "G"**

**TO THE SHARE PURCHASE AGREEMENT  
DATED MAY 5, 2022**

**BANK ACCOUNTS**

[Redacted.]