

**SHARE EXCHANGE AGREEMENT**

**THIS AGREEMENT** is made effective as of September 15, 2017 (the “**Effective Date**”).

**AMONG:**

**DEPLOY TECHNOLOGIES INC.**, a corporation existing under the laws of the State of Nevada, having an office at 750 – 1095 West Pender Street, Vancouver, BC V6E 2M6

(“**Deploy**”)

**AND:**

**DEP NEVADA INC.**, a corporation existing under the laws of the State of Nevada, [REDACTED]

(“**NevadaCo**”)

*Removed personal contact information*

**AND:**

**NEVADA MEDICAL GROUP LLC**, a limited liability company existing under the laws of the State of Nevada, [REDACTED]

(“**NMG**”)

*Removed personal contact information*

**AND:**

**KAJ UNIVERSAL REAL ESTATE INVESTMENTS, LLC**, a limited liability company existing under the laws of the State of Nevada, [REDACTED]

(“**KAJ**”)

*Removed personal contact information*

**AND:**

**SW FORT APACHE, LLC**, a limited liability company existing under the laws of the State of Nevada, [REDACTED]

(“**Apache**”)

*Removed personal contact information*

**AND:**

**THE ROZOK FAMILY TRUST**, [REDACTED]

(“**RFT**”)

*Removed personal contact information*

**AND:**

NV TREES, LLC, a limited liability company existing under the laws of the State of Nevada, [REDACTED]

(“NVT”)

*Removed personal contact information*

**AND:**

MBK INVESTMENTS, LLC., a limited liability company existing under the laws of the State of California, [REDACTED]

(“MBK”, collectively with KAJ, Apache, RFT and NVT, the “NMG Members”, and each a “NMG Member”)

*Removed personal contact information*

**WHEREAS:**

- A. The NMG Members are the legal and beneficial owners of all of the issued and outstanding Securities of NMG (the “NMG Securities”);
- B. Deploy has agreed to purchase all of the outstanding NMG Securities (the “Acquisition”) on the terms and conditions set forth in this Agreement;
- C. NevadaCo is a wholly-owned Subsidiary of Deploy which was incorporated under the laws of the State of Nevada for the purposes of completing the Acquisition; and
- D. The NMG Members have agreed to the Acquisition.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do covenant and agree each with the other as follows:

**1. Definitions and Schedules**

1.1 Definitions:

- (a) “Acquisition” has the meaning assigned to that term in Recital B;
- (b) “Agreement” means this agreement and any Schedules attached hereto;
- (c) “Applicable Laws” means all applicable rules, policies, notices, orders and legislation of any kind whatsoever of any governmental authority, regulatory body or stock exchange having jurisdiction over the transactions contemplated hereby;
- (d) “Audit and Review” has the meaning assigned to that term in Section 16.2;
- (e) “Audit and Review Fees” has the meaning assigned to that term in Section 16.2;
- (f) “Assets” means all properties, assets, privileges, rights, interests and claims, real and personal, tangible and intangible, of every type and description, which are belonging to or

usually or ordinarily used in the Business, as a going concern, or to which NMG is entitled in connection with the Business, including without limitation:

- (i) the Books and Records;
  - (ii) the Material Contracts;
  - (iii) the Goodwill;
  - (iv) the Intangible Property;
  - (v) the Owned Equipment; and
  - (vi) the Inventory.
- (g) “**Assignment Agreement**” has the meaning assigned to that term in Section 6.4;
- (h) “**Board and Management Requirement**” has the meaning assigned to that term in Section 3.1;
- (i) “**Books and Records**” means all books, records, files, documents and other written Information relating to the Business or NMG, including without limitation the following:
- (i) lists of customers, service providers and suppliers (past, present and potential);
  - (ii) price lists;
  - (iii) records with respect to costs, prepaids, deposits and equipment;
  - (iv) advertising matter, correspondence, mailing lists, photographs, sales materials and records, purchasing materials and records;
  - (v) sales order and purchase order files;
  - (vi) correspondence files (including correspondence relating to discounts, rebates, deposits, tax credits, future commitments, standards of any relevant Governmental Authority, social service taxes, goods and services taxes, and claims or complaints by customers or clients); and
  - (vii) other records used in or required to continue the Business as heretofore and presently being conducted by NMG;
- (j) “**Business**” means the business of distribution and sales of cannabis vaporizers and other cannabis products;
- (k) “**Cash Consideration**” has the meaning assigned to that term in Section 2.2;
- (l) “**Closing**” or “**Closed**” has the meaning assigned to that term in Section 12.1;
- (m) “**Closing Date**” has the meaning assigned to that term in Section 12.1;
- (n) “**Collateral**” has the meaning assigned to that term in Section 2.5;

- (o) “**Communication**” has the meaning assigned to that term in Section 16.8;
- (p) “**Concurrent Financing**” means the equity financing to be conducted by Deploy, to raise aggregate gross proceeds of not less than US\$4,000,000 through the issuance of Deploy Units (each Deploy Unit consisting of one post-Consolidation Deploy Share and one Deploy Warrant) at a price of CAD \$0.66 per Deploy Unit;
- (q) “**Consolidation**” means the consolidation of Deploy Shares on the basis of one post-Consolidation Deploy Share for each three issued and outstanding pre-Consolidation Deploy Shares;
- (r) “**Consultant Agreement**” has the meaning assigned to that term in Section 4.1;
- (s) “**Default Notice**” has the meaning assigned to that term in Section 2.5;
- (t) “**Deploy**” has the meaning ascribed to that term on the face page of this Agreement;
- (u) “**Deploy Approvals**” means all necessary approvals and consents required to be obtained by Deploy in connection with the transactions contemplated by this Agreement;
- (v) “**Deploy Consideration**” has the meaning assigned to that term in Section 2.2;
- (w) “**Deploy Disclosure Documents**” has the meaning assigned to that term in paragraph 9 of Schedule E;
- (x) “**Deploy Financial Statements**” has the meaning assigned to that term in paragraph 16 of Schedule E;
- (y) “**Deploy Investigation**” has the meaning assigned to that term in Section 7.3(a);
- (z) “**Deploy Investigation Fees**” has the meaning assigned to that term in Section 16.2;
- (aa) “**Deploy Nominees**” has the meaning assigned to that term in Section 8.3;
- (bb) “**Deploy Option Plan**” means the stock option plan of Deploy dated October 25, 2012;
- (cc) “**Deploy Payment Shares**” means the post-Consolidation Deploy Shares to be issued to the NMG Members under the terms and conditions of this Agreement;
- (dd) “**Deploy Representatives**” has the meaning assigned to that term in Section 7.3(a);
- (ee) “**Deploy Resignations**” has the meaning assigned to that term in Section 3.3;
- (ff) “**Deploy Shares**” means common shares in the capital of Deploy;
- (gg) “**Deploy Unit**” means a post-Consolidation Deploy Share and a Deploy Warrant sold together in the Concurrent Financing;
- (hh) “**Deploy Warrant**” means a common share purchase warrant which entitles the holder thereof to purchase one post-Consolidation Deploy Share for a period of 24 months from the date of issuance at a price of CAD \$0.90 per post-Consolidation Deploy Share, subject to Deploy Warrant Acceleration;

- (ii) “**Deploy Warrant Acceleration**” means the acceleration of the expiry date of the Deploy Warrants if, following the six-month anniversary date of Closing, the closing trading price of the post-Consolidation Deploy Shares on the Exchange is equal to or greater than CAD \$1.20 for seven consecutive trading days, at which time Deploy may accelerate the expiry date of the Deploy Warrants by issuing a press release announcing the reduce warrant term whereupon the Deploy Warrants will expire 21 calendar days after the date of such press release;
- (jj) “**Deposit**” has the meaning assigned to that term in Section 2.6;
- (kk) “**Drop Dead Date**” means October 31, 2017, or such other date as the parties may mutually approve in writing;
- (ll) “**Effective Date**” has the meaning ascribed to that term on the first page hereof;
- (mm) “**Employment Agreement**” has the meaning ascribed to that term in Section 3.5;
- (nn) “**Encumbrances**” means mortgages, charges, pledges, security interests, liens, encumbrances, actions, claims, liabilities, demands and equities of any nature, including without limitation, any liability for accrued but unpaid taxes;
- (oo) “**Escrow Agreement**” has the meaning assigned to that term in Section 2.8;
- (pp) “**Escrow Requirement**” has the meaning assigned to that term in Section 2.8;
- (qq) “**Escrow Shares**” has the meaning assigned to that term in Section 2.8;
- (rr) “**Exchange**” or “**CSE**” means the Canadian Securities Exchange;
- (ss) “**Exemptions**” has the meaning ascribed thereto in Section 2.12(a);
- (tt) “**Filing Statement**” means the filing statement prepared in connection with the Acquisition, or such other prospectus-level disclosure document as is required or permitted by the Exchange to be filed in connection with the Acquisition;
- (uu) “**Goodwill**” means the goodwill of NMG including, without limitation, all customer lists, documents, records, correspondence and other Information related to the Business;
- (vv) “**Government Authority**” means any foreign, national, provincial, local or state government, any political subdivision or any governmental, judicial, public or statutory instrumentality, court, tribunal, agency (including those pertaining to health, safety or the environment), authority, body or entity, or other regulatory bureau, authority, body or entity having legal jurisdiction over the activity or Person in question and, for greater certainty, includes the Exchange and the applicable Securities Commissions;
- (ww) “**Intangible Property**” means all right, title and interest of NMG in and to all registered and unregistered trademarks, trade or brand names, copyrights, designs, inventions, patents, software, licenses, distribution agreements, authorities, restrictive covenants, and other rights used in connection with the Business;

- (xx) “**Inventory**” means all of NMG’s raw materials, work in progress, and finished product available for sale.
- (yy) “**ITA**” means the *Income Tax Act* (Canada);
- (zz) “**Listing**” has the meaning assigned to that term in paragraph 4 of Schedule E;
- (aaa) “**LOI**” means the letter of intent between Toro, as defined below, and NMG dated May 12, 2017;
- (bbb) “**Material Contracts**” means contracts, agreements and other material documents of a Person of any kind whatsoever including, without limitation, lease agreements, license agreements, assignment agreements, operating agreements, joint venture agreements, acquisition and disposition agreements, employment agreements, shareholder or voting agreements, share purchase or sale agreements, bank and financial institution loans, promissory notes, debenture, general security, subordination and priority agreements that are material to such Person’s business;
- (ccc) “**McMillan**” means McMillan LLP, legal counsel to Deploy;
- (ddd) “**Name Change**” has the meaning assigned to that term in Section 6.1;
- (eee) “**NevadaCo**” has the meaning ascribed to that term on the face page of this Agreement;
- (fff) “**NevadaCo Approvals**” means all necessary approvals and consents required to be obtained by NevadaCo in connection with the transactions contemplated by this Agreement;
- (ggg) “**Nevada Code**” means the 2010 Nevada Code, as amended from time to time;
- (hhh) “**New NMG Member**” means a person purchases, is transferred, or otherwise acquires NMG Securities on a date that is after the execution of this Agreement;
- (iii) “**NMG**” has the meaning ascribed to that term on the face page of this Agreement;
- (jjj) “**NMG Approvals**” means all necessary approvals and consents required to be obtained by NMG in connection with the transactions contemplated by this Agreement;
- (kkk) “**NMG Financial Statements**” means collectively, the audited balance sheets, statements of operations, changes in member’s equity and cash flows of NMG for the years ended December 31, 2015 and December 31, 2016, prepared in conformity with accounting principles generally accepted in the United States of America, and the unaudited interim financial statements for the 6 months ended June 30, 2017;
- (lll) “**NMG Investigation**” has the meaning assigned to that term in Section 7.1(a);
- (mmm) “**NMG Member**” means a party listed as legal and beneficial securityholder of NMG on Schedule A of this Agreement;
- (nnn) “**NMG Member Consent Agreement**” means the consent agreement to be entered into between Deploy each New NMG Member, the form of which is attached hereto as Schedule P;

- (ooo) “**NMG Nominees**” has the meaning assigned to that term in Section 8.3;
- (ppp) “**NMG PIFs**” has the meaning assigned to that term in Section 3.3;
- (qqq) “**NMG Representatives**” has the meaning assigned to that term in Section 7.1(a);
- (rrr) “**NMG Securities**” has the meaning assigned to that term in Recital A;
- (sss) “**NMG Subsidiaries**” means the wholly owned Subsidiaries as set out in Schedule C;
- (ttt) “**Old Documents**” has the meaning assigned to that term in Section 12.4(a)(iii);
- (uuu) “**Owned Equipment**” means all equipment, computer equipment, production equipment, office equipment, furniture, furnishings and tools of any kind owned by NMG and used or held for use in connection with the Business and any warranties of manufacturers and maintenance in relation to the foregoing, a complete and accurate list of which is attached as Schedule J;
- (vvv) “**Penalty Payment**” has the meaning assigned to that term in Section 12.2;
- (www) “**Person**” means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization or association, or a governmental entity (or any department, agency, or political subdivision thereof);
- (xxx) “**Personal Information**” has the meaning assigned to that term in Section 15.3;
- (yyy) “**Promissory Note**” has the meaning assigned to that term in Section 2.2;
- (zzz) “**Purchase Price**” has the meaning assigned to that term in Section 2.1;
- (aaaa) “**Regulation D**” means Regulation D under the U.S. Securities Act;
- (bbbb) “**Regulation S**” means Regulation S under the U.S. Securities Act;
- (cccc) “**Regulatory Approval**” means all approvals, consents, waivers, permits, orders or exemptions from any Government Authority having jurisdiction or authority over any party hereto which are required to be obtained in order to permit the Acquisition to be effected, including, without limitation, approval of the Exchange and the applicable Securities Commissions;
- (dddd) “**Required Approvals**” means the approval of the Nevada Department of Health and Human Services Division of Public and Behavioral Health, the Nevada Department of Taxation, and, if necessary, the approval of Clark County, Nevada, required for the lawful transfer of the ownership interest of NMG;
- (eeee) “**Restricted Shares**” has the meaning assigned to that term in Section 4.2;
- (ffff) “**Second Deposit**” has the meaning assigned to that term in Section 2.6;

- (gggg) “**Securities Act**” means the *British Columbia Securities Act*, R.S.B.C. 1996, c.418, as amended and the current rules and regulations thereunder, and the blanket rulings, orders and instruments issued by the British Columbia Securities Commission;
- (hhhh) “**Security**” or “**Securities**” means any shares, ownership interests, stock options, stock option plans, employee share ownership plans, warrants, convertible notes or debentures, agreements, documents, instruments or other writings of any kind whatsoever which constitute a “security” as that term is defined in the Securities Act;
- (iiii) “**Securities Commissions**” means collectively the British Columbia Securities Commission and such other commissions as may hold jurisdiction over the transactions contemplated herein;
- (jjjj) “**Securities Laws**” means the securities legislation having application, the regulations and rules thereunder and all administrative policy statements, instruments, blanket orders, notices, directions and rulings issued or adopted by the applicable securities regulatory authority, all as amended;
- (kkkk) “**Share Exchange Agreement**” has the meaning assigned to that term in Recital A;
- (llll) “**Subsidiary**” means a subsidiary within the meaning of NRS 78.421 of the Nevada Code and “**Subsidiaries**” means more than one Subsidiary;
- (mmmm) “**Tax**” or “**Taxes**” means all taxes and other governmental charges of any kind whatsoever including without limitation, all federal, state, municipal or other governmental imposed income tax, capital tax, capital gains tax, transfer tax, value-added tax, sales tax, social services, health, payroll and employment taxes, duty, customs, or import duties and any penalty charges or interest in respect of the forgoing;
- (nnnn) “**Termination Agreement**” has the meaning assigned to that term in Section 2.4;
- (oooo) “**Third Party**” means any partnership, corporation, trust, unincorporated organization, union, government, governmental department or agency, individual or any heir, executor, administrator or other legal representative of an individual other than a party to this Agreement;
- (pppp) “**Time of Closing**” has the meaning assigned to that term in Section 12.1;
- (qqqq) “**TI Nevada**” means TI Nevada, LLC, a corporation existing under the laws of the State of Nevada;
- (rrrr) “**TI Nevada Loan**” means the amount of US\$400,000 in member loans payable to TI Nevada;
- (ssss) “**Toro**” means Toro Pacific Management Inc., a corporation existing under the laws of the Province of British Columbia;
- (tttt) “**United States**” means the United States of America, its territories and possessions, any state of the United States and the District of Columbia;



- (uuuu) **“U.S. Person”** means a U.S. person as defined in Rule 902(k) of Regulation S under the U.S. Securities Act (the definition of which includes, but is not limited to, (i) any natural person resident in the United States, (ii) any partnership or corporation organized or incorporated under the laws of the United States, (iii) any partnership or corporation organized outside of the United States by a U.S. Person principally for the purpose of investing in securities not registered under the U.S. Securities Act, unless it is organized, or incorporated, and owned, by accredited investors who are not natural persons, estates or trusts, and (iv) any estate or trust of which any executor or administrator or trustee is a U.S. Person;
- (vvvv) **“U.S. Placee”** means (i) a U.S. Person, (ii) any person who receives or received an offer of the Deploy Payment Shares while in the United States; (iii) any person acquiring the Deploy Payment Shares on behalf of, or for the account or benefit of any U.S. Person or any person in the United States, or (iv) any person who is or was in the United States at the time when such person executed or delivered this Agreement;
- (wwwv) **“U.S. Securities Act”** means the United States Securities Act of 1933, as amended; and
- (xxxx) **“Voluntary Pooling Agreement”** means a contractual lock-up agreement, in form and substance satisfactory to Deploy and NMG, each acting reasonably, whereby the Deploy Payment Shares held by the NMG Members on Closing will be subject to an escrow period of two years following the Closing Date, with 1/10 released 6 months from the Closing Date, 1/5 released 12 months from the Closing Date, 1/4 released 18 months from the Closing Date, and the remaining Deploy Payment Shares released 24 months from the Closing Date.

1.2 Schedules:

The following Schedules are attached to and form part of this Agreement:

<b>Schedule</b>	<b>Title</b>
A	NMG Authorized and Issued Securities
B	Deploy Authorized and Issued Securities
C	Subsidiaries
D	Representations and Warranties of NMG
E	Representations and Warranties of Deploy
F	Representations and Warranties of the NMG Members
G	NMG Material Contracts
H	Deploy Material Contracts
I	NMG Intangible Property
J	Owned Equipment & Inventory

K	Management Incentive Milestones
L	List of Encumbrances
M	Litigation
N	Insurance Policies
O	List of Employees
P	NMG Member Consent Agreement
Q	Accredited Investor Certificate
R	U.S. Representation Letter for U.S. Placees
S	Promissory Note to KAJ Universal Real Estate Investments, LLC
T	Promissory Note to SW Fort Apache, LLC
U	Promissory Note to The Rozok Family Trust
V	Promissory Note to NV Trees, LLC
W	Promissory Note to MBK Investments, LLC
X	Promissory Note to TI Nevada
Y	Escrow Agreement
Z	Voluntary Pooling Agreement
AA	Consultant Agreement with TI Nevada
BB	Warehouse Lease

## 2. Purchase and Sale

- 2.1 Subject to the terms and conditions of this Agreement, the NMG Members agree to sell all of their ownership interest in and to the NMG Securities, as described in Schedule A, to NevadaCo free and clear of all Encumbrances and NevadaCo agrees to purchase all of the NMG Securities for a purchase price of CAD \$10,560,000 in Deploy Payment Shares and US \$4,000,000 cash, as further described in Section 2.2 (collectively, the “**Purchase Price**”).
- 2.2 The Purchase Price shall be satisfied by Deploy issuing pro rata to the NMG Members (a) 16,000,000 Deploy Payment Shares at a deemed price of CAD \$0.66 per share on Closing as more particularly set out in Schedule B, (b) US\$2,000,000 cash (the “**Cash Consideration**”) as more particularly set out in Schedule B, and (c) non-interest bearing promissory notes in the original aggregate principal amount of US\$2,000,000 as more fully set forth in Schedules S through W incorporated herein by this reference (the “**Promissory Notes**” and collectively with the Deploy Payment Shares and the Cash Consideration, the “**Deploy Consideration**”). The Parties acknowledge and agree that the fair market value of the Deploy Consideration issued to

the NMG Members in exchange for the NMG Securities will be equal to the fair market value of the NMG Securities surrendered in exchange therefor, and such Deploy Consideration represents the sole consideration received by the NMG Members in exchange for the NMG Securities.

- 2.3 At the Closing, in addition to the Cash Consideration, Deploy will repay US\$84,000 in cash contributions made by NMG Members prior to Closing (the “**Additional Cash**”) to the NMG Members on a pro rata basis with the interest holdings of the NMG Members in NMG.
- 2.4 At the Closing, NMG shall assign to Deploy, and Deploy shall assume and pay, all amounts payable by NMG to HF Management Group LLC, a Nevada limited liability company (“**HF Management**”), in connection with a termination agreement entered into between HF Management Group LLC and NMG, effective April 28, 2017 (the “**Termination Agreement**”), in accordance with the payment schedule provided to Deploy by NMG, specifically such that Deploy shall pay US\$10,000 per month, provided that Deploy shall pay all amounts payable to HF Management under the Termination Agreement within ninety (90) days after the Closing.
- 2.5 The Promissory Notes shall be secured by a senior priority security interest in all assets of Deploy, NevadaCo, and NMG (collectively, the “**Collateral**”), to be paid at the earlier of fifteen (15) months from the Closing Date or, if an equity or debt financing subsequent to the Concurrent Financing is closed in an aggregate amount of not less than US\$5,000,000, then within 30 days of the closing date of such subsequent financing. In the event that Deploy defaults under any of the Promissory Notes or the TI Nevada Note, Deploy shall be deemed in default under all other Promissory Notes and the TI Nevada Note, and the holders of the Promissory Notes shall be permitted to foreclose on the Collateral in a pro rata manner (in accordance with the outstanding principal, interest and fees due under each of the Promissory Notes and the TI Nevada Note) with all other holders foreclosing on the Collateral as a result of Deploy’s defaults and cross-defaults hereunder. Any holder of the Promissory Notes or the TI Nevada Note who declares a default under any of the Promissory Notes or the TI Nevada Note must provide prompt written notice of the default to all other holders of the Promissory Notes and the TI Nevada Note. Deploy’s payment obligations under the Promissory Notes and the TI Nevada Note shall be absolute and in nowise shall be contingent on approval of any issuance of any stock as referenced in Section 8.3(k) of this Agreement.
- 2.6 Deploy has paid a deposit of US\$50,000 to NMG (the “**Deposit**”) and will provide a wire confirmation evidencing the second deposit of US \$100,000 to NMG (the “**Second Deposit**”) within two (2) business days following the Effective Date and delivery of the NMG PIFs to Deploy, as outlined in Section 3.3, each of which is non-refundable provided that NMG acts in good faith to complete the Closing. The Deposit and the Second Deposit are to be credited against the Cash Consideration at Closing. For the avoidance of any doubt, the Deposit and the Second Deposit shall not be refundable to Deploy for any reason whatsoever provided that NMG acts in good faith to complete the Closing.
- 2.7 Any Deploy Payment Shares received by a “Related Person”, as defined in the Exchange Policy 1, and certain other Deploy Payment Shares as may be required by the Exchange (“**Escrow Shares**”), will be subject to escrow conditions prescribed by the Exchange pursuant to the terms of an agreement (the “**Escrow Agreement**”) to be entered into among Deploy, the holders of Escrow Shares and New Horizon Transfer Inc.
- 2.8 The NMG Members acknowledge and agree that their Deploy Payment Shares will be subject to escrow under the rules and policies imposed by the Exchange, to be held in escrow and to be released to the NMG Members or its designated nominees in stages based on the passage of time

(the “**Escrow Requirement**”). The NMG Members acknowledge and agree that their designated nominees will abide by whatever Escrow Requirement is imposed by the Exchange and prior to the Closing Date will (i) enter into the form of escrow agreement required by the Exchange and (ii) deposit in escrow their respective Escrow Shares.

- 2.9 The Deploy Payment Shares received by the NMG Members will be subject to the Voluntary Pooling Agreements to be entered into between Deploy and the NMG Members with such Deploy Payment Shares to be released as follows: 1/10 released 6 months from the Closing Date, 1/5 released 12 months from the Closing Date, 1/4 released 18 months from the Closing Date, and the remaining Deploy Payment Shares released 24 months from the Closing Date. All release schedules will be subject to the approval of the Exchange.
- 2.10 All outstanding warrants, options and other convertible securities of NMG, if any, will be cancelled prior to Closing.
- 2.11 Deploy does not assume and shall not be liable for any taxes whatsoever which may be or become payable by the NMG Members including, without limiting the generality of the foregoing, any taxes resulting from or arising as a consequence of the sale by the NMG Members to Deploy of the NMG Securities herein contemplated, and the NMG Members shall indemnify and save harmless Deploy from and against all such taxes.
- 2.12 Each NMG Member hereby acknowledges and agrees with Deploy as follows:
- (a) the transfer of the NMG Securities and the issuance of the Deploy Payment Shares in exchange therefor will be made pursuant to appropriate exemptions (the “**Exemptions**”) from the formal takeover bid and registration and prospectus (or equivalent) requirements of the Securities Laws, including appropriate exemptions from the registration requirements under the U.S. Securities Act and any applicable Securities Laws of any state of the United States;
  - (b) the offer and sale of the Deploy Payments Shares by Deploy to a U.S. Person, or to, or for the account or benefit, of a U.S. Person or a person in the United States as contemplated hereby is being made in reliance on the exemption from such registration requirements provided by Rule 506(b) of Regulation D, that as such the Deploy Payment Shares will be “restricted securities” within the meaning of Rule 144 under the U.S. Securities Act, and the NMG Member is familiar with such rule and understands the resale limitations imposed thereby and the U.S. Securities Act, or has been independently advised of such resale limitations by its investment advisor or legal counsel;
  - (c) that the Deploy Payment Shares have not been and will not be registered under the U.S. Securities Act or the Securities Laws of any state of the United States, and the NMG Member will not offer or sell the Deploy Payment Shares in the United States or to a U.S. Person, or for the account or benefit, of a U.S. Person or a person in the United States unless such securities are registered under the U.S. Securities Act and the laws of all applicable states of the United States or an exemption from such registration requirements is available;
  - (d) as a consequence of acquiring the Deploy Payment Shares pursuant to the Exemptions:
    - (i) the NMG Member will be restricted from using certain of the civil remedies available under the Securities Laws;

- (ii) the NMG Member may not receive Information that might otherwise be required to be provided to the NMG Member, and Deploy is relieved from certain obligations that would otherwise apply under Securities Laws if the Exemptions were not being relied upon by Deploy;
  - (iii) no securities commission, stock exchange or similar regulatory authority has reviewed or passed on the merits of an investment in the Deploy Payment Shares;
  - (iv) there is no government or other insurance covering the Deploy Payment Shares; and
  - (v) an investment in the Deploy Payment Shares is speculative and of high risk;
- (e) the certificate representing the Deploy Payment Shares will bear such legends as required by Securities Laws, including but not limited to legends as required by under the rules and regulations of the U.S. Securities Act as described in Schedule B, and the policies of the Exchange and it is the responsibility of the NMG Member to find out what those restrictions are and to comply with them before selling the Deploy Payment Shares; and
- (f) the NMG Member is knowledgeable of, or has been independently advised as to, the Applicable Laws of that jurisdiction which apply to the sale of the NMG Securities and the issuance of the Deploy Payment Shares and which may impose restrictions on the resale of such Deploy Payment Shares in that jurisdiction and it is the responsibility of the NMG Member to find out what those resale restrictions are, and to comply with them before selling the Deploy Payment Shares.

### 3. Director and Officer Appointments

- 3.1 Provided such persons meet all necessary legal and regulatory requirements and are willing and able to act in the positions shown below, the first directors and officers of NevadaCo shall be the Persons set out below, who shall hold office until the first annual meeting of shareholders of NevadaCo or until their successors are elected or appointed:

Robert Hasman	Chief Executive Officer, President and Director
Kevin Hooks	Director

On Closing, the Board of Directors of NevadaCo shall consist of two members, whom will be nominated by NMG.

- 3.2 On the Closing, provided such persons meet all necessary legal and regulatory requirements and are willing and able to act in the positions shown below, the directors and officers of Deploy shall consist of the following persons (the “**Board and Management Requirement**”) and Deploy shall take all necessary steps to obtain resignations of existing directors and officers in order for these appointments to be effective on Closing:

Leonard Clough	Chief Executive Officer, President and Director
Robert Hasman	Director

Kevin Hooks	Director
Chris Macleod	Director
Dong Shim	Director

On Closing, the Board of Directors of Deploy shall consist of five members, two to be nominated by NMG and three to be nominated by Deploy. The Chairman of the Board of Directors of Deploy shall be designated by agreement between Deploy and NMG.

- 3.3 At the Effective Date, each of Robert Hasman and Kevin Hooks shall provide personal information forms (the “**NMG PIFs**”) in the form required by the Exchange to Deploy to deliver to the Exchange, in connection with their appointments to the board of directors of Deploy after Closing.
- 3.4 At the Closing, Deploy shall deliver resignations (the “**Deploy Resignations**”) of those directors and officers of Deploy who are either not continuing with Deploy or are continuing in a different capacity or role, such resignations to include waivers in respect of any liabilities of Deploy to them in a form acceptable to NMG, acting reasonably.
- 3.5 At the Closing, Deploy and NMG will enter into an employment agreement with Leonard Clough in relation to his positions as Chief Executive Officer and President (the “**Employment Agreement**”).
- 3.6 Upon completion of the Closing, Deploy may issue stock options in accordance with the Deploy Option Plan and the policies of the Exchange, the terms of the Deploy Option Plan and applicable Securities Laws, such that all members of the Board of Directors of Deploy will be able to participate.
- 3.7 Upon completion of the Closing, Deploy shall prepare an employee bonus pool schedule equal to 5% of approved EBITDA up to a maximum of US\$200,000 per year, subject to any required approval of the compensation committee of Deploy, the Board of Directors and any securities or regulatory authorities. Bonuses shall be awarded to senior management so long as approval of the compensation committee of Deploy is received. For greater certainty, any payments required to be paid pursuant to the Lead Grower Bonus dated January 20, 2017 between NMG and Sebastian Joseph Reinette must be paid out of the employee bonus pool that is the subject of this Section 3.7.
- 3.8 The parties acknowledge that Resort Management Investments, LLC, a Delaware limited liability company (“**RSMI**”), of which Robert Hasman is a member, owns that certain real property located at 5347 S. Decatur Boulevard, Las Vegas, Nevada (APN: 163-25-710-016) (the “**Decatur Property**”) that is being leased to a non-party marijuana dispensary (the “**Decatur Lease**”). The parties hereby agree that Robert Hasman’s ownership of RSMI and actions and non-actions arising out of, or related to, the Decatur Property, the Decatur Lease, or any subsequent lease of the Decatur Property shall not constitute a breach of any fiduciary duties or misappropriation of any corporate opportunities by Robert Hasman to Deploy, NevadaCo, or NMG. This Section shall survive the Closing.

3.9 The parties acknowledge that certain NMG Members own membership interests in NLV Nevada, LLC, a Nevada limited liability company (“**NLV Nevada**”), which entered into that certain Asset Purchase Agreement dated October 30, 2015 (the “**APA**”) with Green Envy Medical Corporation, a Nevada corporation (“**Green Envy**”), wherein NLV Nevada transferred to Green Envy certain applications and licensure for the cultivation of medical marijuana in Nevada. The parties hereby acknowledge agree that Deploy, NevadaCo, and NMG are not third-party beneficiaries to the APA and that they have no rights whatsoever under the APA. This Section shall survive the Closing.

#### **4. Consultants**

4.1 Upon completion of the Closing, Deploy will enter into a consultant agreement with TI Nevada (the “**Consultant Agreement**”), of which Robert Hasman is a principal, to act upon terms mutually agreed upon by the parties, including an annual management fee of US\$200,000, subject to Exchange policy.

4.2 At the Closing, Deploy will distribute 2,037,879 post-Consolidation Deploy Shares to TI Nevada (the “**Restricted Shares**”), or as TI Nevada directs, provided that such distributions are compliant with any applicable Exchange policies or Securities Laws, and that such Restricted Shares will be subject to a voluntary pool, vesting over a three year period with 12 equal releases at the end of each subsequent three month period following Closing.

4.3 At the Closing, Deploy will distribute 212,121 Restricted Shares to Charles Fox, or as Charles Fox directs, provided that such distributions are compliant with any applicable Exchange policies or Securities Laws, and that such Restricted Shares will be subject to a voluntary pool, vesting over a twelve month period with the release of the Restricted Shares at the end of the twelve months.

#### **5. Concurrent Financing**

5.1 Deploy will arrange for the Concurrent Financing. The Concurrent Financing will be completed by way of the issuance by Deploy of Deploy Units at a price of CAD \$0.66 post-consolidation per Deploy Unit.

5.2 The Concurrent Financing shall close as soon as is practical and will be for gross proceeds of not less than US\$4,000,000.

5.3 NMG, the NMG Members, Deploy and NevadaCo shall cooperate to provide the agent for the Concurrent Financing (if any), and their respective legal counsel and professional advisors with all documents, Information and commercially reasonable assistance required to prepare the necessary private placement offering documents and conduct the necessary marketing and due diligence for the Concurrent Financing.

#### **6. Other Terms and Conditions**

6.1 Deploy agrees to take all necessary steps to change its name to “Body and Mind Inc.” or such other name as NMG and Deploy may mutually agree and which is acceptable to the Exchange and the Secretary of State for Nevada (the “**Name Change**”) to be effective on the Closing Date.

6.2 At Closing, the TI Nevada Loan will remain outstanding in accordance with its terms and Deploy will pay US\$225,000 of the TI Nevada Loan on the Closing Date. Deploy shall pay the

outstanding balance of US\$175,000 owed on the TI Nevada Loan within fifteen (15) months after the Closing Date, all as more fully set forth in that certain Master Promissory Note to be executed by the parties substantially in the form attached hereto as Schedule X (the “**TI Nevada Note**”). The TI Nevada Note shall be secured by a senior priority security interest in the Collateral as more fully set forth in the TI Nevada Note.

- 6.3 Upon the completion of the Acquisition, Deploy may engage an investor relations consultant satisfactory to Deploy and NMG, subject to Exchange policies and applicable Securities Laws.
- 6.4 The Board of Directors of Deploy shall have approved the Acquisition and shall be authorized to enter into this Definitive Agreement and the assignment and novation agreement among Toro, NMG, and Deploy dated effective May 12, 2017 (the “**Assignment Agreement**”) prior to execution of this Agreement;
- 6.5 The Board of Directors of NevadaCo shall have approved the Acquisition and shall be authorized to enter into this Definitive Agreement prior to execution of this Agreement;
- 6.6 The Board of Directors of NMG shall have approved the Acquisition and shall be authorized to enter into this Definitive Agreement prior to execution of this Agreement;
- 6.7 The shareholders of Deploy shall have approved the Acquisition and related transactions prior to execution of this Agreement;
- 6.8 The NMG Members shall have approved the Acquisition and related transactions prior to the execution of this Agreement;
- 6.9 Each of Deploy and NMG shall have completed their respective due diligence reviews.

## **7. Covenants, Agreements and Acknowledgements**

- 7.1 Deploy covenants and agrees with NMG that from and including the Effective Date through to and including the Closing Date it shall:
  - (a) permit NMG, through its directors, officers, employees and authorized agents and representatives (collectively the “**NMG Representatives**”) at NMG’s own cost, full access during normal business hours to Deploy’s books, records and property including, without limitation, all of the assets, material contracts and minute books of Deploy, and any Information relating to Deploy’s directors or officers, so as to permit NMG to make such investigation (the “**NMG Investigation**”) of Deploy as NMG deems necessary;
  - (b) use its reasonable commercial efforts to complete the Deploy Investigation (as such term is defined in Section 7.3(a)) within 30 days of the date that the Deploy Representatives (as such term is defined in Section 7.3(a)) receive all required due diligence materials in order to complete the Deploy Investigation, inclusive of the NMG Financial Statements as required for the completion of financial and accounting due diligence;
  - (c) with the cooperation of NevadaCo, NMG and the NMG Members, use commercially reasonable efforts to obtain Regulatory Approval for this Agreement and the transactions contemplated hereunder as soon as reasonably possible following receipt of any materials required from NMG pursuant to Section 7.3(a), which efforts will include, among other things,



- (i) producing and filing with the Exchange and the applicable Securities Commissions the disclosure document for the Concurrent Financing in the form required by applicable Securities Law along with producing the applicable closing documents for the Concurrent Financing; and
- (ii) producing and filing with the Exchange the Filing Statement or such other form as is required or permitted by the Exchange in respect of the Acquisition, with the assistance of NMG, and the parties acknowledge and agree that Deploy will be responsible for the costs associated with the items enumerated in paragraph 5.1(b);
- (d) from and including the Effective Date through to and including the Time of Closing, do all such acts and things necessary to ensure that all of the representations and warranties of Deploy or NevadaCo remain true and correct and not do any such act or thing that would render any representation or warranty of Deploy or NevadaCo untrue or incorrect;
- (e) preserve and protect the Listing;
- (f) not solicit or negotiate with any other Person in respect of any offer to buy, or offer to agree to sell, or sell or issue, any of its assets or unissued shares in its capital or any interest therein and shall not merge or enter into a business combination with or solicit or negotiate any offer to merge or enter into a business combination with or into any corporation or entity other than NMG;
- (g) use reasonable commercial efforts to obtain all Deploy Approvals, any consents and waivers and give all notices, which are required prior to Closing;
- (h) execute all undertakings and comply with all requirements of the applicable Securities Laws, the Exchange, the Securities Commissions and any other Persons or governmental or regulatory authorities, which may be necessary or reasonable to obtain the necessary Deploy Approvals and Regulatory Approval under Applicable Laws and Exchange requirements to the transactions contemplated hereby;
- (i) execute and do all such further deeds, acts, things and assurances as may be reasonably required to complete the transactions contemplated herein;
- (j) not incur or commit to incur any debt other than in the ordinary course of business and for professional fees in connection with the transactions contemplated by this Agreement;
- (k) not make any expenditures out of the ordinary course of business, other than as contemplated herein;
- (l) not declare or pay any dividends or distribute any of its properties or assets to shareholders;
- (m) not enter into or amend or terminate any Material Contracts out of the ordinary course of business, other than in connection with this Agreement;
- (n) not alter or amend its articles or by-laws;
- (o) not redeem, purchase or offer to purchase any Deploy Shares or other Securities;

- (p) not acquire, directly or indirectly, any assets, including but not limited to Securities of other companies, other than as contemplated herein; and
- (q) within five (5) business days after the Effective Date, complete and submit for execution to NMG and the NMG Members all applicable governmental authorities all documentation necessary to obtain the Required Approvals for this Agreement and the transactions contemplated herein.

7.2 NevadaCo covenants and agrees with NMG that from and including the Effective Date through to and including the Closing Date it shall:

- (a) use reasonable commercial efforts to obtain all NevadaCo Approvals, any consents and waivers and give all notices, which are required prior to Closing;
- (b) execute all undertakings and comply with all requirements of the applicable Securities Laws, the Exchange, the Securities Commissions and any other Persons or governmental or regulatory authorities, which may be necessary or reasonable to obtain the necessary NevadaCo Approvals and Regulatory Approval under Applicable Laws and Exchange requirements to the transactions contemplated hereby; and
- (c) execute and do all such further deeds, acts, things and assurances as may be reasonably required to complete the transactions contemplated herein.

7.3 NMG covenants and agrees with Deploy and NevadaCo that from and including the Effective Date through to and including the Closing Date it shall:

- (a) permit Deploy, and their authorized agents and representatives (collectively, the “**Deploy Representatives**”), at Deploy’s own cost, full access during normal business hours to NMG’s books, records and property including, without limitation, all of the Assets, Material Contracts and Books and Records of NMG and any Information relating to NMG and the NMG Subsidiaries’ directors, officers and shareholders, so as to permit the Deploy Representatives to make such investigation (the “**Deploy Investigation**”) of NMG as Deploy deems necessary;
- (b) protect, preserve, and maintain the business of NMG, and specifically shall maintain operations in the ordinary course of business, shall not arrange for the dissipation of its Assets, and shall not declare any extra-ordinary dividends unless consented to in writing by Deploy;
- (c) continue to make payments to HF Management Group LLC in accordance with the terms of the Termination Agreement;
- (d) on the Effective Date, on the date of declaration of any dividends, five (5) days prior to Closing, and as at Closing, provide to Deploy a list of all payables, receivables, and any other items required to calculate working capital as at such date;
- (e) use its reasonable commercial efforts to complete the NMG Investigation within 30 days of the date that the NMG Representatives receive all required due diligence materials in order to complete the NMG Investigation;

- (f) use its reasonable commercial efforts to provide to Deploy, at the request of Deploy as soon as available, all such further Information, documents, instruments and materials and do all such acts and things as may be required by Deploy to obtain Regulatory Approval including, but not limited to, providing to Deploy:
  - (i) the NMG Financial Statements in a form acceptable to the Exchange in connection with the Acquisition;
  - (ii) a valuation of the Assets of NMG in a form acceptable to the Exchange in connection with the Acquisition, if such valuation is requested by the Exchange or it is mutually determined by NMG and Deploy that it would be beneficially to provide such valuation to the Exchange; and
  - (iii) for each director, officer, person who performs investor relations activities, or major shareholder who will hold or control, directly or indirectly, more than 10% of the post-Consolidated Deploy Shares on Closing, a fully completed and properly executed personal information form in the form required by the Exchange;
- (g) do all such acts and things necessary to ensure that all of the representations and warranties of NMG remains true and correct and not do any such act or thing that would render any representation or warranty of NMG untrue or incorrect except as contemplated by this Agreement;
- (h) preserve and protect the Assets;
- (i) not solicit or negotiate with any other Person in respect of any participation interest or agreement in relation to the Assets, offer to buy, or offer to agree to sell, or sell any Assets or other assets of NMG or the NMG Subsidiaries or any interest therein or issue any shares in the capital of NMG or the NMG Subsidiaries or other securities and shall not allow NMG or the NMG Subsidiaries to merge or enter into a business combination with or solicit or negotiate any offer to merge or enter into a business combination with or into any corporation or entity other than Deploy;
- (j) use its reasonable commercial efforts to obtain all NMG Approvals, any consents and waivers and give all notices which are required prior to Closing;
- (k) execute all undertakings and comply with all requirements of the applicable securities laws, the Exchange, the Securities Commissions and any other Persons or governmental or regulatory authorities, which may be necessary or reasonable to obtain the necessary NMG Approvals and Regulatory Approvals under Applicable Laws and Exchange requirements to the transactions contemplated hereby;
- (l) execute and do all such further deeds, acts, things and assurances as may be reasonably required to complete the transactions contemplated herein;
- (m) not incur or commit to incur any additional debt out of the ordinary course of business and professional fees incurred with respect to this Agreement, except with the prior consent of Deploy;

- (n) not make any material expenditures out of the ordinary course of business, other than as contemplated herein;
- (o) not enter into any Material Contracts out of the ordinary course of business and shall not enter into or amend or terminate any Material Contracts in relation to the Assets;
- (p) not alter or amend its articles or by-laws;
- (q) not sell, pledge, lease, dispose of, grant any interest in, encumber or agree to sell, pledge, lease, dispose of, grant any interest in or encumber the Assets or any of its other assets; and
- (r) not acquire, directly or indirectly, any assets, including but not limited to securities of other companies, other than as contemplated herein.

7.4 The NMG Members covenant and agree with Deploy and NevadaCo that, prior to the Closing, the NMG Members shall:

- (a) from and including the Effective Date through to and including the Time of Closing, not enter into any agreement for the sale, option, transfer, encumbrance or other disposition of all or any part of its NMG Securities;
- (b) from and including the Effective Date through to and including the Time of Closing, do all such acts and things necessary to ensure that all of its representations and warranties remain true and correct and not do any such act or thing that would render any of their representations or warranty untrue or incorrect except as contemplated by this Agreement;
- (c) execute all undertakings and comply with all requirements of the applicable Securities Laws, the Exchange and any other Persons or governmental or regulatory authorities, which may be necessary or reasonable to obtain the necessary approvals under Applicable Laws and Exchange requirements to the transactions contemplated hereby; and
- (d) execute and do all such further deeds, acts, things and assurances as may be reasonably required to complete the transactions contemplated herein.

## **8. Conditions Precedent**

8.1 The respective obligations of the parties hereto to complete the transactions contemplated by this Agreement will be subject to the satisfaction of the following conditions, any of which may be waived by any party hereto in whole or in part without prejudice to such party's right to rely on any other of them:

- (a) the Consolidation will have been completed;
- (b) the Concurrent Financing will have been completed;
- (c) as of the Time of Closing, the Required Approvals are obtained;

- (d) all other required Regulatory Approvals and other third-party approvals, including, without limiting the generality of the foregoing, the approval of the Acquisition by the CSE, applicable Securities Laws and applicable corporate laws will have been obtained for the Acquisition and all other transactions contemplated by this Agreement;
- (e) as of the Time of Closing, Deploy will meet the minimum listing requirements, as outlined in Policy 2 *Qualifications for Listing* of the Exchange;
- (f) there will have been no material adverse change in the business, affairs, financial condition or operations of Deploy between the date of the Deploy Financial Statements and the Closing;
- (g) there will have been no material adverse change in the business, affairs, financial condition or operations of NMG between the date of the NMG Financial Statements and the Closing; and
- (h) there will not be in force any order or decree restraining or enjoining the consummation of the transactions contemplated by this Agreement, including, without limitation, the Acquisition; and all consents, orders and approvals required or necessary or desirable for the completion of the transactions provided for in this Agreement will have been obtained or received, all on terms satisfactory to each of the parties hereto, acting reasonably.

8.2 Deploy's and NevadaCo's obligations under this Agreement including, without limitation, its obligation to close the transactions contemplated under this Agreement, are subject to the fulfillment, to its satisfaction, of the following conditions that:

- (a) on or before the Time of Closing, Deploy will have been permitted to complete the Deploy Investigation to its reasonable satisfaction;
- (b) on or before the Time of Closing, NMG shall have obtained the consent of the NMG Members;
- (c) the Managers of NMG will have approved the transfer of the NMG Securities to Deploy;
- (d) on or before the Time of Closing, Deploy will have been permitted to complete its review of the financial condition, business, properties, title, assets and affairs of NMG and the title of the NMG Securities to its reasonable satisfaction;
- (e) there shall be no dilutive Securities of NMG outstanding, except those discussed or agreed to in writing between the parties;
- (f) evidence from NMG that all licenses are in good standing
- (g) duly executed copies of the accredited investor certificate and applicable schedules appended thereto attached hereto as Schedule Q signed by each of the NMG Members;
- (h) duly executed copies of the NMG Member Consent Agreement signed by the New NMG Members, if any;

- (i) NMG shall have no other Encumbrances on its Assets or incurred any other liabilities other the representations and warranties of NMG contained in Schedule D will be true and correct in all material respects at and as of the Closing;
- (j) the representation and warranties of the NMG Members contained in Schedule F will be true and correct in all material respects at and as of the Closing;
- (k) all covenants, agreements and obligations hereunder on the part of NMG and the NMG Members to be performed or complied with at or prior to the Closing contained herein will have been performed and complied with in all material respects;
- (l) on Closing, NMG and the NMG Members will have delivered to Deploy the documents required to be delivered by them pursuant to Section 12.4;
- (m) NMG shall have completed and delivered a valuation of the Assets of NMG in a form acceptable to the Exchange in connection with the Acquisition, if such valuation is requested by the Exchange or it is mutually determined by NMG and Deploy that it would be beneficially to provide such valuation to the Exchange;
- (n) NMG shall have completed and delivered the NMG Financial Statements; and
- (o) at any time prior to and including the Time of Closing, there will not have been any adverse material change in the business or affairs of NMG or the NMG Subsidiaries.

The conditions precedent set forth above are for the exclusive benefit of Deploy and NevadaCo and may be waived by it in whole or in part on or before the Time of Closing.

8.3 NMG, and the NMG Members' respective obligations under this Agreement including, without limitation, their obligations to close the transactions contemplated under this Agreement, are subject to the fulfillment, to their satisfaction, of the following conditions that:

- (a) on or before the Time of Closing, NMG will have been permitted to complete the NMG Investigation to its reasonable satisfaction;
- (b) the Board of Directors of Deploy will have approved the transactions contemplated herein;
- (c) the Board of Directors of NevadaCo will have approved the transactions contemplated herein;
- (d) on Closing the Board of Directors of NevadaCo shall not have changed, consisting of two nominees of NMG;
- (e) on Closing the Board of Directors of Deploy shall have been reconstituted to consist of two nominees of NMG (the "**NMG Nominees**") and three nominees of Deploy (the "**Deploy Nominees**");
- (f) Deploy will not have incurred any liabilities other than those reasonably incurred in connection with the transactions contemplated in this Agreement and will have spent its cash on hand at the date of this Agreement exclusively in the ordinary course of business

and for the purpose of completing the Acquisition and any other transaction contemplated hereby;

- (g) the representations and warranties of Deploy and NevadaCo contained in Schedule E will be true and correct in all material respects at and as of the Closing;
- (h) all covenants, agreements and obligations hereunder on the part of Deploy and NevadaCo to be performed or complied with at or prior to the Closing contained herein will have been performed and complied with in all material respects;
- (i) on Closing, Deploy will have delivered to NMG the documents required to be delivered by them pursuant to Section 12.5;
- (j) at any time prior to and including the Time of Closing, there will not have been any adverse material change in the business or affairs of Deploy;
- (k) as of the Closing, Deploy will have executed written resolutions precluding Deploy from issuing any classes or series of stock other than common stock without the prior written consent of Robert Hasman and Kevin Hooks, all in a form reasonably acceptable to NMG; and
- (l) as of the Closing, Deploy will have executed an amended and restated stock option plan in a form reasonably acceptable to NMG.

The conditions precedent set forth above are for the exclusive benefit of NMG and the NMG Members and may be waived by NMG and the NMG Members in whole or in part on or before the Time of Closing.

## **9. NMG Representations and Warranties**

- 9.1 In order to induce Deploy and NevadaCo to enter into this Agreement and complete its obligations hereunder, NMG makes the representations and warranties to Deploy and NevadaCo set forth in Schedule D.
- 9.2 The representations and warranties of NMG contained in Schedule D are true and correct as of the Effective Date and shall be true and correct at the Time of Closing as though they were made at that time.
- 9.3 NMG has been the subject of extensive due diligence prior to the Effective Date, notwithstanding the fact that the Deploy Investigation has not completed, and has provided access to its Assets to Deploy in connection with such Deploy Investigation. NMG makes no representations or warranties as to the state, condition, or location of its Assets, however represents that it has provided access to such Assets in good faith and will use commercially reasonable efforts to maintain the Assets in such state, condition, and location as presented to Deploy during the Deploy Investigation.
- 9.4 Notwithstanding anything in this Agreement, NMG warrants that its representations related to the NMG Financial Statements and its delivery of the same to Deploy as a condition of closing pursuant to Section 12.4 hereof, are based on the on the good faith efforts of NMG's management and directors to provide the auditor conducting the audit and review of the NMG Financial Statements with all materials, information, and records as may be required by the auditor to

complete such audit and review. On the basis of NMG's good faith efforts in completing the NMG Financial Statements, Deploy agrees to indemnify each NMG Member, in their capacity as an NMG Member, from and against all actions, proceedings, losses, damages, liabilities, claims, demands, judgments, or remedies made against or incurred by the NMG Member, or arising from or relating to, the NMG Financial Statements. Deploy shall promptly defend all claims, using such counsel as is acceptable to Deploy, in all appeals and in any settlement negotiations, at Deploy's expense. No settlement relating to any actions, proceedings, losses, damages, liabilities, claims, demands, judgments, or remedies relating to, or arising out of, the NMG Financial Statements shall be made by any NMG Member without Deploy's consent in its sole discretion.

## **10. Deploy and NevadaCo Representations and Warranties**

- 10.1 In order to induce NMG and the NMG Members to enter into this Agreement and complete their respective obligations hereunder, Deploy and NevadaCo jointly and severally make the representations and warranties to NMG and the NMG Members contained in Schedule E.
- 10.2 The representations and warranties of Deploy and NevadaCo contained in Schedule E are true and correct as of the Effective Date and shall be true and correct at the Time of Closing as though they were made at that time.

## **11. NMG Members' Representations, Warranties and Acknowledgments**

- 11.1 In order to induce Deploy and NevadaCo to enter into this Agreement and complete its obligations hereunder, the NMG Members make the representations and warranties to Deploy and NevadaCo set forth in Schedule F.
- 11.2 The representations and warranties of the NMG Members contained in Schedule F are true and correct as of the Effective Date and shall be true and correct at the Time of Closing as though they were made at that time.

## **12. Closing**

- 12.1 The completion of the transactions contemplated under this Agreement shall be closed (the "**Closing**" or, if used in the past tense, "**Closed**") at the offices of McMillan, at 11:00 a.m. (Vancouver Time) (the "**Time of Closing**"), on the date which is the fifth business day following the satisfaction or waiver of all conditions precedent as set out in Section 8, or such other time or day as the parties may agree upon (the "**Closing Date**"). In the event that the transactions contemplated under this Agreement have not closed on or before the Drop Dead Date, and subject to Section 12.2 and Section 12.3, any one or more of Deploy, NMG or the NMG Members may terminate this Agreement by notice in writing to the other parties to this Agreement and this Agreement shall be of no further force and effect.
- 12.2 Subject to Section 12.3, Deploy has the right to, unilaterally and in its sole discretion extend the Drop Dead Date by seven (7) days upon payment to NMG of a penalty of US\$50,000 by wire transfer of immediately available funds to an account designated by NMG (the "**Penalty Payment**"), up to a maximum of four (4) extensions. For greater clarity, the first Penalty Payment must be paid prior to the original Drop Dead Date, and any subsequent Penalty Payments must be made prior to the expiry of the extended Drop Dead Date, and all such Penalty Payments shall be treated as separate and apart from the Cash Consideration payable hereunder.



- 12.3 Should the transactions contemplated under this Agreement not have completed by the Drop Dead Date due to a failure by NMG to deliver any closing deliverables or fulfill any covenant hereunder, including but not limited to delivery of NMG Financial Statements to the reasonable satisfaction of Deploy, the Penalty Payments as outlined in Section 12.2 shall not apply, and extension of the Drop Dead Date shall be at the sole discretion of Deploy.
- 12.4 At the Time of Closing on the Closing Date, NMG and the NMG Members shall deliver to Deploy the following Closing documents:
- (a) certified true copies of any corporate authorizations which are necessary in order to authorize and approve this Agreement, NMG's and the NMG Members' execution and delivery hereof and all of the transactions of NMG contemplated hereunder, which authorization shall include specific reference to:
    - (i) the sale and transfer of all beneficial ownership in and to the NMG Securities from the NMG Members to NevadaCo as provided for in this Agreement;
    - (ii) the transfer of all legal title of the NMG Securities from the NMG Members to NevadaCo or its designated nominees; and
    - (iii) the cancellation or endorsement for transfer of the certificates, documents and agreements (the "**Old Documents**") providing for and representing the outstanding NMG Securities;
  - (b) the Old Documents;
  - (c) duly executed copies of the accredited investor certificate and applicable appendices thereto attached hereto as Schedule Q signed by each of the NMG Members;
  - (d) if the NMG Member is a U.S. Placee, duly completed and signed copies of the U.S. Representation Letter for U.S. Placees and applicable appendices thereto and attached hereto as Schedule R;
  - (e) duly executed copies of the Escrow Agreement signed by all Related Persons (as that term is defined in the policies of the Exchange) of NMG substantially in the form attached hereto as Schedule Y;
  - (f) duly executed copies of the Voluntary Pooling Agreement signed by each of the NMG Members substantially in the form attached hereto as Schedule Z;
  - (g) evidence that all licenses are in good standing;
  - (h) a certificate of an officer of NMG certifying that (i) all of NMG's representations and warranties are true as of Closing, (ii) all of NMG's covenants have been performed, and (iii) all of the conditions for the benefit of the NMG have been complied with or waived;
  - (i) a solicitor's opinion of NMG's counsel, in a form acceptable to Deploy and Deploy's counsel, acting reasonably;

- (j) a certificate of an officer of NMG to certify that NMG has no other Encumbrances on its Assets or incurred any other liabilities other than as disclosed in the NMG Financial Statements;
- (k) the Employment Agreement executed by Deploy and Leonard Clough;
- (l) the Consultant Agreement executed by TI Nevada substantially in the form attached hereto as Schedule AA;
- (m) the revised warehouse lease agreement between NMG and Resort Holdings 5, a Nevada limited liability company for premises at 3375 Pepper Lane, Las Vegas, Nevada 89120, providing for restrictions on entry and seizure of property in compliance with requirements for licensed marijuana cultivators in the state of Nevada, substantially in the form attached hereto as Schedule BB;
- (n) if NMG, Deploy and NevadaCo settle on a mutually acceptable form of closing agenda prior to the Time of Closing, then such other closing documents as are listed on that closing agenda as closing documents to be delivered by NMG;
- (o) if NMG, Deploy and NevadaCo choose not to or are unable to settle on a mutually acceptable form of Closing agenda prior to the Time of Closing, then such other materials that are, in the opinion of Deploy, acting reasonably, required to be delivered by the NMG Members, and by NMG in order for them to have met their obligations under this Agreement;
- (p) the Promissory Notes executed by NMG and the NMG Members (as applicable), substantially in the forms attached hereto as Schedules S through W; and
- (q) the TI Nevada Note executed by NMG, the NMG Members, and TI Nevada substantially in the form attached hereto as Schedule X.

12.5 At the Time of Closing on the Closing Date, Deploy shall deliver to NMG and the NMG Members the following:

- (a) certified true copies of the corporate authorizations of Deploy which are necessary in order to authorize and approve this Agreement, Deploy's execution and delivery hereof and all of the transactions of Deploy contemplated hereunder, which authorization shall include specific reference to the approval of:
  - (i) this Agreement and the authorization of Deploy's entry hereinto;
  - (ii) the purchase of the NMG Securities;
  - (iii) the issuance of Deploy Payment Shares to the NMG Members pursuant to the terms of this Agreement;
  - (iv) receipt of and acceptance of the Deploy Resignations and the appointment of directors and officers as necessary to meet the Board and Management Requirement; and

- (b) certificates representing Deploy Payment Shares issued on Closing which are not subject to the Escrow Requirement, registered in the names of or as directed by the NMG Members as provided for in Section 2.2 of this Agreement;
- (c) evidence that Regulatory Approval has been obtained for the Acquisition;
- (d) the Deploy Resignations;
- (e) a certificate of an officer of Deploy certifying that (i) all of its representations and warranties are true as of Closing, (ii) all of its covenants have been performed, and (iii) all of the conditions for the benefit of Deploy have been complied with or waived;
- (f) a solicitor's opinion of Deploy's counsel, in a form acceptable to NMG's counsel, acting reasonably;
- (g) the Escrow Agreement executed by Deploy substantially in the form attached hereto as Schedule Y;
- (h) the Voluntary Pooling Agreements executed by Deploy substantially in the form attached hereto as Schedule Z;
- (i) the Employment Agreement executed by Deploy;
- (j) the Consultant Agreement executed by Deploy substantially in the form attached hereto as Schedule AA;
- (k) if NMG, Deploy and NevadaCo settle on a mutually acceptable form of closing agenda prior to the Time of Closing, then such other closing documents as are listed on that closing agenda as closing documents to be delivered by Deploy;
- (l) if NMG, Deploy and NevadaCo choose not to or are unable to settle on a mutually acceptable form of Closing agenda prior to the Time of Closing, then such other materials that are, in the opinion of NMG, acting reasonably, required to be delivered by Deploy in order for Deploy to have met its obligations under this Agreement;
- (m) the Cash Consideration plus all other cash amounts payable to NMG and the NMG Members, other than any cash payable pursuant to the Promissory Notes, under this Agreement that have not already been paid less any Deposit and Second Deposit previously received by NMG; and
- (n) the TI Nevada Note executed by Deploy substantially in the form attached hereto as Schedule X.

12.6 At the Time of Closing on the Closing Date, NevadaCo shall deliver to NMG and the NMG Members the following:

- (a) certified true copies of the corporate authorizations of NevadaCo which are necessary in order to authorize and approve this Agreement, NevadaCo's execution and delivery hereof and all of the transactions of NevadaCo contemplated hereunder, which authorization shall include specific reference to the approval of this Agreement and the authorization of NevadaCo's entry hereinto;

- (b) a certificate of an officer of NevadaCo certifying that (i) all of its representations and warranties are true as of Closing, (ii) all of its covenants have been performed, and (iii) all of the conditions for the benefit of NevadaCo have been complied with or waived;
- (c) if NMG, Deploy and NevadaCo settle on a mutually acceptable form of closing agenda prior to the Time of Closing, then such other closing documents as are listed on that closing agenda as closing documents to be delivered by NevadaCo;
- (d) if NMG, Deploy and NevadaCo choose not to or are unable to settle on a mutually acceptable form of Closing agenda prior to the Time of Closing, then such other materials that are, in the opinion of NMG, acting reasonably, required to be delivered by NevadaCo in order for NevadaCo to have met its obligations under this Agreement; and
- (e) the TI Nevada Note executed by NevadaCo substantially in the form attached hereto as Schedule X.

12.7 At the Time of Closing, each of Deploy and NevadaCo shall deliver to NMG in trust for the NMG Members the Promissory Notes fully executed by Deploy and NevadaCo, which NMG agrees to countersign and deliver to the NMG Members, all substantially in the forms attached hereto as Schedules S through W.

12.8 The items tabled at Closing pursuant to Sections 12.4, 12.5, 12.6 and 12.7 shall be held in escrow until all of such items have been tabled and Deploy, NevadaCo, NMG and the NMG Members have acknowledged that they are satisfied therewith, whereupon such escrow shall be terminated and the Closing shall have occurred. If such escrow is not released on or before 5:00 p.m. on the Closing Date and the Representatives do not agree to an extension of the escrow, the Closing shall not occur, and the balance of the documents tabled by each party pursuant to this Section 12.8 shall be returned to such party.

### **13. Termination**

13.1 This Agreement may be terminated by the mutual agreement of the parties hereto. Unless otherwise agreed in writing by the parties hereto, this Agreement shall terminate without further notice or agreement in the event that:

- (a) the Acquisition is rejected by the Exchange and all recourse and rights of appeal in respect of such rejection have been exhausted;
- (b) any condition precedent set out in Part 8 is not satisfied, released or waived on or before the Closing or such earlier date indicated therein; or
- (c) the Closing has not occurred on or before the Drop Dead Date, or such later date as may be approved by NMG, the NMG Members and Deploy in writing, and one of the parties hereto has provided a written termination notice to the other parties hereto pursuant to Sections 13.1 and 16.8.

### **14. Independent Legal Advice**

14.1 **EACH OF THE PARTIES TO THIS AGREEMENT ACKNOWLEDGES AND AGREES THAT MCMILLAN HAS ACTED AS COUNSEL ONLY TO DEPLOY AND NEVADACO AND THAT MCMILLAN IS NOT PROTECTING THE RIGHTS AND INTERESTS OF**

**NMG OR THE NMG MEMBERS. DEPLOY, NEVADACO, NMG, AND THE NMG MEMBERS ACKNOWLEDGE AND AGREE THAT DEPLOY, NEVADACO, NMG, AND MCMILLAN HAVE GIVEN THEM THE OPPORTUNITY TO SEEK INDEPENDENT LEGAL ADVICE WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT AND, FURTHER, THE NMG MEMBERS HEREBY REPRESENT AND WARRANT TO DEPLOY, NEVADACO, NMG, AND MCMILLAN THAT THEY HAVE SOUGHT INDEPENDENT LEGAL ADVICE OR WAIVE SUCH ADVICE.**

**15. Personal Information**

- 15.1 Each NMG Member acknowledges and consents to: (i) the disclosure by Deploy and NMG of Personal Information (hereinafter defined) concerning the NMG Member to any Government Authority including, but not limited to, the Exchange and its affiliates, authorized agents, subsidiaries and divisions; and (ii) the collection, use and disclosure of Personal Information by the Exchange for the following purposes (or as otherwise identified by the Exchange, from time to time):
- (a) to conduct background checks;
  - (b) to verify the Personal Information that has been provided about the NMG Member;
  - (c) to consider the suitability of the NMG Member, as a holder of Securities of Deploy;
  - (d) to consider the eligibility of Deploy to continue to list on the Exchange;
  - (e) to provide disclosure to market participants as the Security holdings of Deploy's shareholders, and their involvement with any other reporting issuers, issuers subject to a cease trade order or bankruptcy, and Information respecting penalties, sanctions or personal bankruptcies, and possible conflicts of interest with Deploy;
  - (f) to detect and prevent fraud;
  - (g) to conduct enforcement proceedings; and
  - (h) to perform other investigations as required by and to ensure compliance with all applicable rules, policies, rulings and regulations of the Exchange, securities legislation and other legal and regulatory requirements governing the conduct and protection of the public markets in Canada.
- 15.2 The NMG Members also acknowledge that: (i) the Exchange also collects additional Personal Information from other sources, including securities regulatory authorities in Canada or elsewhere, investigative law enforcement or self-regulatory organizations, and regulations service providers to ensure that the purposes set forth above can be accomplished; (ii) the Personal Information the Exchange collects may also be disclosed to the agencies and organizations referred to above or as otherwise permitted or required by law, and they may use it in their own investigations for the purposes described above; (iii) the Personal Information may be disclosed on the Exchange's website or through printed materials published by or pursuant to the direction of the Exchange; and (iv) the Exchange may from time to time use third parties to process Information and provide other administrative services, and may share the Information with such providers.

- 15.3 Herein, “**Personal Information**” means any Information about the NMG Members reasonably required to be disclosed to any Government Authority in connection with this Agreement, the transactions contemplated herein, or pursuant to any other agreement entered in connection herewith, whether pursuant to a prescribed form or pursuant to a request made by a Government Authority.
- 15.4 The NMG Members acknowledge and consent to: (i) the fact that Deploy is collecting its Personal Information for the purpose of completing this Agreement; (ii) Deploy retaining such Personal Information for as long as permitted or required by law or business practices; (iii) the fact that Deploy may be required by securities laws, the rules and policies of any stock exchange or the rules of the Investment Industry Regulatory Organization of Canada to provide regulatory authorities with any Personal Information provided by the NMG Members in this Agreement.
- 15.5 The NMG Members acknowledge that Deploy has notified them of the contact information of the public official in their local jurisdiction who can answer questions about the indirect collection of Personal Information by the British Columbia Securities Commission, and Deploy hereby notifies the NMG Members of such contact information:

**British Columbia Securities Commission**

P.O. Box 10142, Pacific Centre  
701 West Georgia Street  
Vancouver, British Columbia V7Y 1L2  
Inquiries: 604-899-6854  
Toll free in Canada: 1-800-373-6393  
Facsimile: 604-899-6581  
Email: FOI-privacy@bcsc.bc.ca

Public official contact regarding indirect collection of information: **FOI Inquiries**

**16. General**

- 16.1 Neither Deploy nor NMG will make any press release, public announcement or public statement about the transactions contemplated herein which has not been previously approved by the others, except that Deploy may make a press release or filing with a regulatory authority if counsel for Deploy advises that such press release or filing is necessary under applicable Securities Laws or the rules and policies of the Exchange, provided that Deploy will provide NMG with the opportunity to review and provide comments prior to dissemination.
- 16.2 Each party to this Agreement will be responsible for all of his, her or its own expenses and costs in respect of the transactions contemplated hereunder including, without limitation, expenses and costs incurred for professional advice such as accounting, tax, financial, legal, and business advice, among others, finder’s fees and any personal or corporate sales taxes, income taxes and capital gains (the payment for which shall in no wise be deemed a breach of this Agreement); provided, however, that Deploy shall be responsible for, in addition to any other payment obligations of Deploy under this Agreement:
- (a) in the event that NMG has a working capital deficiency at the Closing or if the payment of NMG’s attorneys’ fees and costs in connection with the negotiation and execution of this Agreement and the related transactions (collectively, the “**Attorneys’ Fees**”) would result in a working capital deficiency at the Closing, then, at the Closing, Deploy shall pay all Attorneys’ Fees outstanding as of the Closing;

- (b) all costs and expenses incurred in obtaining the Required Approvals;
- (c) the Additional Cash; and
- (d) fees equal to US\$100 for each hour of work per NMG representative (the “**Audit and Review Fees**”) provided to assist the auditors of NMG in auditing and reviewing the NMG Financial Statements (the “**Audit and Review**”), which shall be payable to NMG and shall thereafter be distributed to the NMG Members on a pro rata basis with the interest holdings of the NMG Members in NMG. The Audit and Review Fees are not to exceed US\$5,000 without Deploy’s written consent, inclusive of US\$1500 that Deploy has provided to NMG prior to the Effective Date as a pre-payment of the Audit and Review Fees.

To the extent that Deploy has not paid the costs, expenses, or fees set forth in this Section prior to the Closing, Deploy shall, at the Closing, directly pay for all such costs, expenses, and fees and reimburse NMG and the NMG Parties for all such costs and expenses paid by NMG and the NMG Parties.

- 16.3 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 subsection 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.
- 16.4 The Schedules to this Agreement and the recitals to this Agreement constitute a part of this Agreement. The headings in this Agreement are for reference only and do not constitute terms of the Agreement. Whenever the singular or masculine is used in this Agreement the same shall be deemed to include the plural or the feminine or the body corporate or vice versa as the context may require.
- 16.5 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. In particular, upon the execution and delivery of this Agreement, the LOI, is hereby terminated and of no further force and effect.
- 16.6 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 other 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 of this Agreement.
- 16.7 No alteration, amendment, modification or interpretation of this Agreement or any provision of this Agreement shall be valid and 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.
- 16.8 Any payment, notice, request, demand, election and other communication of any kind whatsoever (a “**Communication**”) to be given under this Agreement shall be in writing and shall be delivered by hand, e-mail or by fax to the parties at their following respective addresses:

To NMG or the NMG Members:

Nevada Medical Group LLC  
4785 S. Durango Drive, Suite 204  
Las Vegas, Nevada, 89147

Attention: Robert Hasman  
Email: [REDACTED]

*Removed personal contact information*

To Deploy or NevadaCo:

Deploy Technologies Inc.  
750 – 1095 West Pender Street  
Vancouver, British Columbia, V6E 2M6

Attention: Darren Tindale, Chief Financial Officer  
Email: [REDACTED]

*Removed personal contact information*

With a copy to Deploy's counsel (which shall not constitute notice hereunder):

McMillan LLP  
1500 Royal Centre  
P.O. Box 11117  
1055 West Georgia Street  
Vancouver, British Columbia, V6E 4N7

Attention: Desmond M. Balakrishnan  
Fax: (604) 685-7084  
Email: desmond.balakrishnan@mcmillan.ca

or to such other addresses as may be given in writing by the parties hereto in the manner provided for in this subsection, and the party sending such notice should request acknowledgment of delivery and the party receiving such notice should provide such acknowledgment. Notwithstanding whether or not a request for acknowledgment has been made or replied to, whether or not delivery has occurred will be a question of fact. If a party can prove that delivery was made as provided for above, then it will constitute delivery for the purposes of this Agreement whether or not the receiving party acknowledged receipt.

- 16.9 This Agreement may not be assigned by any party hereto without the prior written consent of all of the parties hereto.
- 16.10 This Agreement shall be subject to, governed by, and construed in accordance with the laws of the State of Nevada and the federal laws of the United States applicable therein, and the parties hereby agree to attorn to the non-exclusive jurisdiction of the Courts of Nevada and not to commence any form of proceedings in any other forum.
- 16.11 The phrase "to the knowledge of" when used to modify or describe the state of knowledge of factual or legal matters relating to a party, whether or not used with any other limiting or expansive language, shall be construed in all cases to mean "to the actual knowledge of the party after diligent enquiry".



- 16.12 The headings in this Agreement are solely for convenience or reference and are not intended to be complete or accurate descriptions of content or to be guides to interpretation of this Agreement or any part of it.
- 16.13 The word “including”, when following any general statement or terms, is not to be construed as limiting the general statement or term to the specific items or matters set forth or to similar items or matters, but rather as permitting the general statement or term to refer to all other items or matters that could reasonably fall within its broadest possible scope.
- 16.14 All references to currency are, unless otherwise stated, deemed to mean lawful money of the United States and all amounts to be calculated or paid pursuant to this Agreement are to be calculated in lawful money of the United States and to be paid by certified cheque or bank draft drawn on a United States chartered bank payable at par in Las Vegas, Nevada.
- 16.15 A reference to a statute includes all regulations made thereunder, all amendments to the statute or regulation in force from time to time, and every statute or regulation that supplements or supersedes such statute or regulation.
- 16.16 Words importing the masculine gender include the feminine or neuter, words in the singular include the plural, a word importing a corporate entity includes an individual, and vice versa.
- 16.17 This Agreement may be signed by fax and in counterpart, and each copy so signed shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument.

*[Signature Page Follows]*

IN WITNESS WHEREOF the parties have executed this Agreement as of the Effective Date first above written.

**NEVADA MEDICAL GROUP LLC**

Per:

\_\_\_\_\_  
Authorized Signatory

**DEPLOY TECHNOLOGIES INC.**

Per:

  
\_\_\_\_\_  
Authorized Signatory

**DEP NEVADA, INC.**

Per:

\_\_\_\_\_  
Authorized Signatory

**KAJ UNIVERSAL REAL ESTATE INVESTMENTS, LLC**

Per:

\_\_\_\_\_  
Authorized Signatory

**SW FORT APACHE, LLC**

Per:

\_\_\_\_\_  
Authorized Signatory

**THE ROZOK FAMILY TRUST**

Per:

\_\_\_\_\_  
Authorized Signatory

**NV TREES, LLC**

Per:

\_\_\_\_\_  
Authorized Signatory

**MBK INVESTMENTS, LLC**

Per:

\_\_\_\_\_  
Authorized Signatory

IN WITNESS WHEREOF the parties have executed this Agreement as of the Effective Date first above written.

**NEVADA MEDICAL GROUP LLC**

**DEPLOY TECHNOLOGIES INC.**

Per:

Per:

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Authorized Signatory

**DEP NEVADA, INC.**

Per:

  
\_\_\_\_\_  
Authorized Signatory

**KAJ UNIVERSAL REAL ESTATE INVESTMENTS, LLC**

**SW FORT APACHE, LLC**

Per:

Per:

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Authorized Signatory

**THE ROZOK FAMILY TRUST**

**NV TREES, LLC**

Per:

Per:

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Authorized Signatory

**MBK INVESTMENTS, LLC**

Per:

\_\_\_\_\_  
Authorized Signatory

IN WITNESS WHEREOF the parties have executed this Agreement as of the Effective Date first above written.

**NEVADA MEDICAL GROUP LLC**

**DEPLOY TECHNOLOGIES INC.**

Per:

Per:

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Authorized Signatory

**DEP NEVADA, INC.**

Per:

\_\_\_\_\_  
Authorized Signatory

**KAJ UNIVERSAL REAL ESTATE INVESTMENTS, LLC**

**SW FORT APACHE, LLC**

Per:

*Kevin O Hooles*  
*Kevin O Hooles*

Per:

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Authorized Signatory

**THE ROZOK FAMILY TRUST**

**NV TREES, LLC**

Per:

Per:

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Authorized Signatory

**MBK INVESTMENTS, LLC**

Per:

\_\_\_\_\_  
Authorized Signatory

IN WITNESS WHEREOF the parties have executed this Agreement as of the Effective Date first above written.

**NEVADA MEDICAL GROUP LLC**

**DEPLOY TECHNOLOGIES INC.**

Per:

Per:

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Authorized Signatory

**DEP NEVADA, INC.**

Per:

\_\_\_\_\_  
Authorized Signatory

**KAJ UNIVERSAL REAL ESTATE INVESTMENTS, LLC**

**SW FORT APACHE, LLC**

Per:

Per:

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Authorized Signatory

**THE ROZOK FAMILY TRUST**

**NV TREES, LLC**

Per:

Per:

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Authorized Signatory

**MBK INVESTMENTS, LLC**

Per:

  
\_\_\_\_\_  
Authorized Signatory

IN WITNESS WHEREOF the parties have executed this Agreement as of the Effective Date first above written.

**NEVADA MEDICAL GROUP LLC**

**DEPLOY TECHNOLOGIES INC.**

Per: *ROBERT HASMAN - MANAGER* Per:

  
\_\_\_\_\_  
Authorized Signatory  
**DEP NEVADA, INC.**

\_\_\_\_\_  
Authorized Signatory

Per:

\_\_\_\_\_  
Authorized Signatory

**KAJ UNIVERSAL REAL ESTATE INVESTMENTS, LLC**

**SW FORT APACHE, LLC**

Per:

Per:

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Authorized Signatory

**THE ROZOK FAMILY TRUST**

**NV TREES, LLC**

Per:

Per:

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Authorized Signatory

**MBK INVESTMENTS, LLC**

Per:

\_\_\_\_\_  
Authorized Signatory

IN WITNESS WHEREOF the parties have executed this Agreement as of the Effective Date first above written.

**NEVADA MEDICAL GROUP LLC**

**DEPLOY TECHNOLOGIES INC.**

Per:

Per:

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Authorized Signatory

**DEP NEVADA, INC.**

Per:

\_\_\_\_\_  
Authorized Signatory

**KAJ UNIVERSAL REAL ESTATE INVESTMENTS, LLC**

**SW FORT APACHE, LLC**

Per:

Per:

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Authorized Signatory

**THE ROZOK FAMILY TRUST**

**NV TREES, LLC**

Per:

Per:

\_\_\_\_\_  
Authorized Signatory

Per: *Johnathan Wendel*  
  
\_\_\_\_\_  
Authorized Signatory

**MBK INVESTMENTS, LLC**

Per:

\_\_\_\_\_  
Authorized Signatory

IN WITNESS WHEREOF the parties have executed this Agreement as of the Effective Date first above written.

**NEVADA MEDICAL GROUP LLC**

**DEPLOY TECHNOLOGIES INC.**

Per:

Per:

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Authorized Signatory

**DEP NEVADA, INC.**

Per:

\_\_\_\_\_  
Authorized Signatory

**KAJ UNIVERSAL REAL ESTATE INVESTMENTS, LLC**

**SW FORT APACHE, LLC**

Per:

Per: *ROBERT HANNAH - MANAGER*

\_\_\_\_\_  
Authorized Signatory

*[Signature]*  
\_\_\_\_\_  
Authorized Signatory

**THE ROZOK FAMILY TRUST**

**NV TREES, LLC**

Per:

Per:

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Authorized Signatory

**MBK INVESTMENTS, LLC**

Per:

\_\_\_\_\_  
Authorized Signatory



IN WITNESS WHEREOF the parties have executed this Agreement as of the Effective Date first above written.

**NEVADA MEDICAL GROUP LLC**

**DEPLOY TECHNOLOGIES INC.**

Per:

Per:

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Authorized Signatory

**DEP NEVADA, INC.**

Per:

\_\_\_\_\_  
Authorized Signatory

**KAJ UNIVERSAL REAL ESTATE INVESTMENTS, LLC**

**SW FORT APACHE, LLC**

Per:

Per:

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Authorized Signatory

**THE ROZOK FAMILY TRUST**

**NV TREES, LLC**

Per:

Per:

  
\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Authorized Signatory

**MBK INVESTMENTS, LLC**

Per:

\_\_\_\_\_  
Authorized Signatory

**SCHEDULE A TO THE AGREEMENT  
MADE AMONG NMG, THE NMG MEMBERS,  
DEPLOY AND NEVADACO**

**Registered and Beneficial Ownership of Issued Securities of NMG**

<b>Registered and Beneficial Shareholder</b>	<b>Percentage of NMG Securities Beneficially Owned</b>
KAJ Universal Real Estate Investments, LLC	24.5%
SW Fort Apache, LLC	24.5%
The Rozok Family Trust	22.5%
NV Trees, LLC	6%
MBK Investments, LLC	22.5%
<b>Total</b>	<b>100%</b>

**SCHEDULE B TO THE AGREEMENT  
MADE AMONG NMG, THE NMG MEMBERS,  
DEPLOY AND NEVADACO**

Deploy Authorized Share Capital and Issued Securities

Deploy has one class of share capital, being:

1. up to 900,000,000 common shares with a par value of \$0.0001 per common share, of which 57,412,974 common shares (19,137,658 post-consolidation common shares) are issued and outstanding as of the date of this Agreement.

As of the date of this Agreement, Deploy has no common share purchase warrants outstanding.

As of the date of this Agreement, Deploy has no stock options outstanding.

**Deploy Payment Shares to be issued on Closing**

Registered and Beneficial Shareholder	Number of Deploy Payment Shares	Restrictive Legends
KAJ Universal Real Estate Investments, LLC	3,920,000	(1)(2)
SW Fort Apache, LLC	3,920,000	(1)(2)
The Rozok Family Trust	3,600,000	(1)(2)
NV Trees, LLC	960,000	(1)(2)
MBK Investments, LLC	3,600,000	(1)(2)
<b>Total</b>	<b>16,000,000</b>	

- (1) “THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “U.S. SECURITIES ACT”), OR APPLICABLE STATE SECURITIES LAWS. THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE U.S. SECURITIES ACT AND IN ACCORDANCE WITH ANY APPLICABLE STATE SECURITIES LAWS, OR PURSUANT TO AN EXEMPTION OR EXCLUSION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT AND ANY APPLICABLE STATE SECURITIES LAWS.”
- (2) “UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE [*insert the date that is 4 months and a day after the distribution date*].”

**Distribution of Cash Consideration on Closing**

<b>NMG Member</b>	<b>Cash Consideration</b>
KAJ Universal Real Estate Investments, LLC	US\$490,000
SW Fort Apache, LLC	US\$490,000
The Rozok Family Trust	US\$450,000
NV Trees, LLC	US\$120,000
MBK Investments, LLC	US\$450,000
<b>Total</b>	<b>US\$2,000,000</b>

**SCHEDULE C TO THE AGREEMENT  
MADE AMONG NMG, THE NMG MEMBERS,  
DEPLOY AND NEVADACO**

Subsidiaries

Nil.

**SCHEDULE D TO THE AGREEMENT  
MADE AMONG NMG, THE NMG MEMBERS,  
DEPLOY AND NEVADACO**

Representations and Warranties of NMG

NMG represents, warrants and agrees as of the date hereof and at the Time of Closing (or at such time as may be specifically set out below) that:

1. NMG is duly incorporated, validly existing and in good standing under the laws of its jurisdiction of incorporation, and has all necessary corporate power to own its Assets and to conduct its business as such business is now being conducted;
2. NMG has the power, authority and capacity to enter into this Agreement and to carry out its terms and has all necessary corporate power to own its Assets and to conduct its business as such business is now being conducted;
3. to the extent required, NMG is qualified to conduct business in the jurisdiction as necessary to perform its obligations under each of the Material Contracts, as applicable;
4. NMG does not own or control directly or indirectly, any interest in any other corporation, association, partnership, joint venture or other business entity;
5. the execution and delivery of this Agreement and all other related agreements or documents, and the completion of the transactions contemplated hereby, will by the Time of Closing have been duly and validly authorized by all necessary corporate acts on the part of it, and this Agreement constitutes a legal, valid and binding obligation of it;
6. the authorized share capital of NMG is, and will be at the Time of Closing as described in Schedule A, all of which shares will be at the time of Closing validly issued, fully paid and non-assessable and are registered to and beneficially owned by the Persons and in amounts described in Schedule A, and will be, as at the Time of Closing, free and clear of all Encumbrances of any kind whatsoever;
7. the rights, privileges, restrictions and conditions attached to the NMG Securities are as set out in NMG's constating documents and under applicable limited liability company legislation;
8. there are and will be at the Time of Closing no outstanding unit purchase warrants, broker options, options or other rights or other arrangements under which NMG is bound or obligated to issue additional units in its capital or warrants, broker warrants, options or other rights to acquire shares in its capital, and to knowledge of NMG, the NMG Securities are not subject to the terms of any member or voting trust agreement;
9. NMG has not entered into any agreement, option, understanding or commitment or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement, option or commitment with any Third Party, for the

acquisition of any portion of the Assets of NMG which has not been terminated prior to the date hereof;

10. the Assets including all assets necessary to conduct the Business are owned and at the Time of Closing will be owned by NMG free and clear of all Encumbrances whatsoever other than as set out in Schedule L and NMG is not aware of any adverse claim or claims which may affect its ownership of the Assets;

11. neither the execution and delivery of this Agreement, nor the completion of the transactions contemplated hereby will conflict with or result in any breach of any of the terms and provisions of, or constitute a default under, the constating documents, director or shareholder minutes of NMG, or any agreement or instrument or statute or laws to which NMG is a party or by which the Assets of NMG are bound or any order, decree, statute, regulation, covenant or restriction applicable to NMG;

12. except as set out in Schedule N, to the knowledge of NMG, there are no actions, suits or proceedings, judicial or administrative (whether or not purportedly on behalf of NMG) pending or threatened by or against NMG or affecting Assets at law or in equity, or before or by any federal, provincial, state, municipal or other governmental court, department, commission, board, bureau, agency or instrumentality, domestic or foreign and NMG is not aware of any existing ground on which any such action, suit or proceeding might be commenced with any reasonable likelihood of success;

13. to the knowledge of NMG, none of NMG, the Assets or the Business is in any respect infringing the right of any Person under or in respect of any patent, design, trademark, trade name, copyright or other industrial or intellectual property, and to the knowledge of NMG no Person has alleged to NMG a violation by NMG of such a right;

14. except as set out in Schedule I, to the knowledge of NMG, all of the Intangible Property of NMG is described in Schedule I and is owned by unencumbered good and marketable title, subject to no pending challenge, revocation, expiry or termination, and NMG is not required to pay any royalties, fees or other similar consideration to any Person with respect to the use of the Intangible Property, except as set out in Schedule I. Except as set out in Schedule I, there are no restrictions on the ability of NMG to use and exploit all rights in the Intangible Property, all statements in all applications for registrations of the Intangible Property were true and correct as of the date of such applications, each of the trade-marks and trade names in the Intangible Property is in use and none of the rights of NMG in the Intangible Property will be affected in any way by the transactions contemplated in this Agreement. To the knowledge of NMG, there is no infringement of any Intangible Property rights by any other Person;

15. to the knowledge of NMG, all widely available commercially available end-user business software used by NMG and any of its employees is pursuant to valid licences, and there is no unauthorized use of third-party software by NMG or its employees in the course of their employment responsibilities;

16. all employees of NMG and consultants or other third parties engaged by NMG for the purpose of developing Intangible Property have entered into a valid and binding written agreement with NMG sufficient to vest title in NMG of all Intangible Property created by such employee in the scope of his or her employment with NMG.

With respect to employees of NMG and consultants or other third parties engaged by NMG for the purpose of developing Intangible Property who have not entered into such a valid and binding written agreement with NMG, NMG has sufficient rights to vest title in NMG of all Intangible Property created by such Person in the scope of his or her employment with NMG;

17. NMG has no contract, commitment or arrangement, whether written, oral or implied with any Person whatsoever relating to employment which contains any specific agreement as to notice of termination or severance pay in lieu thereof or which cannot be terminated without cause upon giving reasonable notice as may be implied by law without the payment of, or any liability in respect of, any bonus, damages, share of profits or penalty, and there are no policies or practices of NMG which confer benefits in the employees of NMG or result in obligations of NMG with respect to its employees, except as disclosed in Schedule K;

18. NMG does not have a pension, stock option or stock purchase plan or a profit sharing, incentive or bonus plan or other deferred compensation plan, or an employee group insurance plan, hospitalization plan, disability plan or other employee benefit plan, program, policy or practice, formal or informal with respect to any of its employees, other than the Canada Pension Plan and other similar health plans established pursuant to statute, and NMG do not have any unfunded or unpaid liability in respect of such plan;

19. there are no employees of NMG that NMG considers it has the right to terminate for cause, and no employee has made any claim or has any basis for any action or proceeding against NMG arising out of any statute, ordinance or regulation relating to discrimination in employment or employment practices, harassment, occupational health and safety standards or workers' compensation;

20. to the knowledge of NMG, no employee or consultant has made or has any basis for making any claim (whether under law, any employment or consulting agreement or otherwise) on account of or for: (a) overtime pay, other than overtime for the current payroll period; (b) wages or salary for any period other than the current payroll period; (c) any bonus, raise or other compensation or remuneration; (d) other time off, sick time or pay in lieu; or (e) any violation of any statute, ordinance, or regulation relating to minimum wages or the maximum hours of work;

21. all Material Contracts of NMG and all amendments and extensions thereof are listed in Schedule G, a true and complete copy of which has been made available to Deploy. NMG is not in default or breach of its obligations under its Material Contracts and to the knowledge of NMG, there exists no state of facts which, after notice or lapse of time or both, would constitute such a default or breach, and all such contracts are now in good standing and in full force and effect without amendment thereto and NMG is entitled to all benefits thereunder. Further, there are no outstanding material disputes under any such contracts and, except for the Approvals, no consents, releases, waivers or approvals are necessary under such contracts with regard to the transactions described in this Agreement;

22. NMG has kept and to NMG's knowledge, has been provided with proper and consistent accounts, Books and Records of their activities, and such accounts, Books and Records are up to date and there has been no material change in any practice or



policy insofar as such change might affect the valuation of assets or the recording of expenditures or receipts relating to NMG and the Business and Assets;

23. all material data and Information relating to the Business and Assets has have been made available to Deploy for inspection or otherwise disclosed to Deploy;

24. NMG owns and maintains and there is now in full force and effect insurance with respect to the Business and Assets sufficient for compliance with requirements of law and all agreements which NMG is a party or by which they are bound and which provides adequate insurance coverage for the Assets and the operation of the Business in accordance with prudent risk management and Schedule N is a true and complete list of all insurance contracts or other coverage held by NMG in respect of the Business and Assets, and there are presently no pending claims under any insurance held by NMG and NMG is not in any respect material to the Business, in default with respect to any of the provisions contained in any insurance policies and has not failed to give any notice or present any claim under any insurance policy in due and timely fashion and, since obtaining such insurance, there has been no material changes in risks associated with any such insurance;

25. at the Time of Closing, the NMG Financial Statements are true and correct in every material respect and present fairly and accurately the financial position and results of the operations of NMG for the period stated in the NMG Financial Statements and the NMG Financial Statements have been prepared in accordance with international financial reporting standards applied on a consistent basis;

26. the Books and Records of NMG disclose all material financial transactions of NMG since its incorporation, and such transactions have been fairly and accurately recorded;

27. as of the date hereof (except as disclosed in writing to Deploy), and at the Time of Closing (except as disclosed in the NMG Financial Statements and except for the TI Nevada Loan):

(a) NMG is not indebted to the NMG Members, whether by way of shareholder loan, unpaid, accrued or deferred compensation or otherwise;

(b) none of the NMG Members or any other officer, director or employee of NMG is indebted or under obligation to NMG on any account whatsoever; and

(c) NMG has not guaranteed or agreed to guarantee any debt, liability or other obligation of any kind whatsoever of any Person, firm or corporation of any kind whatsoever;

28. NMG has never had any reportable disagreement with the present or any former auditor of NMG;

29. there are no material liabilities of NMG whether direct, indirect, absolute, contingent or otherwise, which have not been disclosed in writing to Deploy as of the date hereof, and which are not disclosed or reflected in the NMG Financial Statements at the Time of Closing, except those incurred in the ordinary course of business of NMG, and such liabilities are recorded in NMG's Books and Records;

30. except as disclosed or permitted in this Agreement, since December 31, 2016, NMG has not:

- (a) declared, made or committed itself to make any payment of any dividends or any other distribution in respect of its shares or subdivided, consolidated or reclassified, or redeemed, purchased or otherwise acquired or agreed to acquire any of its shares;
- (b) issued or sold any shares in its capital or any warrants, bonds, debentures or its other corporate securities or issued, granted or delivered any right, option or other commitment for the issuance of any such securities;
- (c) mortgaged, pledged, subjected to lien, granted a security interest in or otherwise encumbered any of its Assets, whether tangible or intangible;
- (d) made any gift of money or of any of its Assets to any Person;
- (e) made any licence, sale, assignment, transfer, or disposition of its Assets;  
or
- (f) authorized, agreed or otherwise become committed to do any of the foregoing;

31. NMG has filed with appropriate taxation authorities, federal, state, provincial and local, all returns, reports and declarations which are required to be filed by it and has paid all Taxes which have become due and no taxing authority is asserting or has, to the knowledge of NMG threatened to assert, or has any basis for asserting against NMG any claim for additional Taxes or interest thereon or penalty;

32. NMG has no indebtedness, liabilities or obligations, secured or unsecured (whether accrued, absolute, contingent or otherwise), except for those disclosed in writing to Deploy as of the date hereof, those described in the NMG Financial Statements at the Time of Closing, those incurred in the ordinary course of business and those incurred in connection with the transactions contemplated by this Agreement;

33. NMG is conducting and has since incorporation conducted its business in compliance with all Applicable Laws of each jurisdiction in which they carry on business;

34. Except as provided in this Agreement, NMG has not incurred any liability for brokers' or finder's fees of any kind whatsoever with respect to this Agreement or any transaction contemplated under this Agreement;

35. the corporate records of NMG are or will be on Closing complete and accurate in all material respects;

36. the Information supplied for NMG for inclusion in the Filing Statement shall not, on the date the Filing Statement is filed on SEDAR and at the Closing Time, contain any statement which, at such time and in light of the circumstances under which it was made, be false or misleading with respect to any material fact, or shall omit to state

any material fact necessary in order to make the statements made therein not false or misleading, and if at any time prior to the Closing Time any event relating to NMG or its directors or officers should be discovered by NMG which should be set forth in a supplement to the Filing Statement, NMG shall promptly inform Deploy thereof in writing;

37. except as disclosed in this Agreement, NMG has no Information or knowledge of any fact relating to the Business, the Assets or any indebtedness of NMG or the transactions contemplated hereby which might reasonably be expected to affect, materially and adversely, any of the Assets or the organization, operations, affairs, business, properties, prospects or financial condition or position of NMG; and

38. the facts which are the subject of the representations and warranties of NMG contained in this Agreement comprise all material facts known to NMG which are material and relevant to their obligations hereunder or which might prevent any of them from meeting their obligations under this Agreement.

**SCHEDULE E TO THE AGREEMENT  
MADE AMONG NMG, THE NMG MEMBERS,  
DEPLOY AND NEVADACO**

**Representations and Warranties of Deploy and NevadaCo**

Deploy and NevadaCo jointly and severally represent, warrant and agree as of the date hereof and at the Time of Closing that:

1. Deploy is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Nevada, and has the power, authority and capacity to enter into this Agreement and to carry out its terms and has all necessary corporate power to own the Deploy Interests and to conduct its business as such business is now being conducted;
2. NevadaCo is the only Subsidiary of Deploy and Deploy does not own or control directly or indirectly, any interest in any other corporation, association, partnership, joint venture or other business entity;
3. Deploy is a “reporting issuer” in the provinces of British Columbia and Ontario and is not in material default of its continuous disclosure obligations under the securities laws of such provinces;
4. the common shares of Deploy are listed for trading (the “**Listing**”) on the Exchange and Deploy is not in material default of any of the listing requirements of the Exchange;
5. the execution and delivery of this Agreement and all other related agreements or documents, and the completion of the transactions contemplated hereby, will by the Time of Closing have been duly and validly authorized by all necessary corporate acts on the part of Deploy, and this Agreement constitutes a legal, valid and binding obligation of Deploy;
6. the authorized share capital of Deploy consists of: 900,000,000 Common Shares with a par value of \$0.0001 per Common Share. The issued share capital will not exceed the number of shares described in Schedule B, all of which shares are validly issued, fully paid, and non-assessable
7. the rights, privileges, restrictions and conditions attached to the Deploy Shares are as set out in Deploy’s constating documents and under applicable corporate legislation;
8. except as set out in Schedule B, there are and will be at the Time of Closing no outstanding share purchase warrants, broker options, options or other rights or other arrangements under which Deploy is bound or obligated to issue additional shares in its capital, share purchase warrants, broker options, options or other rights to acquire shares in its capital, and, to Deploy’s knowledge, none of the common shares of Deploy are subject to the terms of any shareholder or voting trust agreement;

9. all disclosure documents of Deploy filed under the Securities Laws of the Province of British Columbia, including, but not limited to, financial statements, prospectuses, offering memorandums, information circulars, material change reports and shareholder communications (the “**Deploy Disclosure Documents**”) contain no untrue statement of a material fact as at the date thereof nor do they omit to state a material fact which, at the date thereof, was required to have been stated or was necessary to prevent a statement that was made from being false or misleading in the circumstances in which it was made;

10. neither the execution and delivery of this Agreement, nor the completion of the transactions contemplated hereby will conflict with or result in any breach of any of the terms and provisions of, or constitute a default under, the constating documents, director or shareholder minutes of Deploy, or any agreement or instrument or statute or law to which Deploy is a party or by which the Deploy Interests or any assets of Deploy are bound or any order, decree, statute, regulation, covenant or restriction applicable to Deploy;

11. Deploy is the sole registered and beneficial owner of all of its assets;

12. all of the assets and material transactions of Deploy have been properly recorded or filed in or with the books or records of Deploy;

13. to the knowledge of Deploy, there are no actions, suits or proceedings, judicial or administrative (whether or not purportedly on behalf of Deploy) pending or threatened by or against Deploy or affecting Deploy’s assets at law or in equity, or before or by any federal, provincial, state, municipal or other governmental court, department, commission, board, bureau, agency or instrumentality, domestic or foreign and Deploy is not aware of any existing ground on which any such action, suit or proceeding might be commenced with any reasonable likelihood of success;

14. all Material Contracts of Deploy and all amendments and extensions thereof are listed in Schedule H, a true and complete copy of which has been made available to NMG. Deploy is not in default or breach of its obligations under any Material Contracts to which it is a party and to the knowledge of Deploy, there exists no state of facts which, after notice or lapse of time or both, would constitute such a default or breach, and all such Material Contracts are now in good standing and in full force and effect without amendment thereto and Deploy is entitled to all benefits thereunder. Further, there are no outstanding material disputes under any such contracts and, except for the Regulatory Approvals, no consents, releases, waivers or approvals are necessary under such contracts with regard to the transactions described in this Agreement;

15. Deploy has filed with appropriate taxation authorities, federal, state, provincial and local, all returns, reports and declarations which are required to be filed by it and has paid all Taxes which have become due and no taxing authority is asserting or has, to the knowledge of Deploy threatened to assert, or has any basis for asserting against Deploy any claim for additional Taxes or interest thereon or penalty. As of the date of this Agreement, the Company has not been assessed any late filing fees or any additional taxes owing;

16. the audited financial statements of Deploy for the year ended July 31, 2016, and the unaudited interim financial statements for the three and nine month period

ended April 30, 2017 (the “**Deploy Financial Statements**”), copies of which have been filed publicly with the British Columbia and Ontario Securities Commissions and are available on SEDAR, are true and correct in every material respect and present fairly and accurately the financial position and results of the operations of Deploy for the periods then ended and the Deploy Financial Statements have been prepared in accordance with international financial reporting standards applied on a consistent basis;

17. the books and records of Deploy disclose all material financial transactions of Deploy to April 30, 2017 and such transactions have been fairly and accurately recorded;

18. there are no material liabilities of Deploy, whether direct, indirect, absolute, contingent or otherwise, which are not disclosed or reflected in the Deploy Financial Statements except those incurred in the ordinary course of business of Deploy since April 30, 2017 and such liabilities are recorded in the books and records of Deploy;

19. since April 30, 2017 there has not been any material adverse change of any kind whatsoever to the Listing or to the financial position or condition of Deploy or any damage, loss or other change of any kind whatsoever in circumstances materially affecting the business, assets or Listing of Deploy or the right or capacity of Deploy to carry on its business other than as disclosed in the Deploy Financial Statements and the Deploy Disclosure Documents;

20. to its knowledge, Deploy is not in material breach of any law, ordinance, statute, regulation, by-law, order or decree of any kind whatsoever;

21. Deploy is conducting and has since incorporation conducted its business in compliance with all Applicable Laws of each jurisdiction in which it carries on business;

22. Deploy has paid finder’s fees of \$48,750 to Dave Hodge and \$15,000 to TAW Consulting Inc. in connection with the Acquisition, and further expects to pay finder’s fees in connection with the Concurrent Financing. Other than as disclosed herein, Deploy has not incurred any additional liability for broker’s or finder’s fees of any kind whatsoever with respect to this Agreement or any transaction contemplated under this Agreement;

23. the facts which are the subject of the representations and warranties of Deploy contained in this Agreement comprise all material facts known to Deploy which are material and relevant to its obligations hereunder or which might prevent it from meeting its obligations under this Agreement;

24. the corporate records of Deploy are complete and accurate in all material respects;

25. since April 30, 2017 there has not been any material adverse change of any kind whatsoever to the Listing or to the financial position or condition of Deploy or any damage, loss or other change of any kind whatsoever in circumstances materially affecting the business, assets or Listing of Deploy or the right or capacity of Deploy to carry on its business other than as disclosed in the Deploy Financial Statements and the Deploy Disclosure Documents; and

26. to its knowledge, Deploy is not in material breach of any law, ordinance, statute, regulation, by-law, order or decree of any kind whatsoever.

**SCHEDULE F TO THE AGREEMENT  
MADE AMONG NMG, THE NMG MEMBERS,  
DEPLOY AND NEVADACO**

**Representations and Warranties of the NMG Members**

Each NMG Member represents, warrants and agrees, jointly and severally, as of the date hereof and at the Time of Closing that:

1. the NMG Member is and will be at the Time of Closing is the legal and beneficial owner of the NMG Securities as set forth in Schedule A, and there are no Encumbrances on any such Securities of NMG;
2. the NMG Member has not incurred any liability for broker's or finder's fees of any kind whatsoever with respect to this Agreement or any transaction contemplated under this Agreement;
3. the NMG Member has the right, power, capacity and authority to enter into this Agreement and to sell such NMG Member's NMG Securities as contemplated herein. If the NMG Member is not an individual, the NMG Member is duly organized and validly existing under the laws of its jurisdiction of organization and has the corporate or other power to enter into this Agreement and any other agreement to which it is or is to become a party pursuant to the terms hereof and to perform its obligations hereunder and thereunder;
4. except for Deploy's rights hereunder, no person has any option, warrant, right, call, commitment, conversion right, right of exchange or other agreement or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an option, warrant, right, call, commitment, conversion right, right of exchange or other agreement for the purchase from the NMG Member any of the NMG Member's NMG Securities;
5. the execution, delivery and performance by the NMG Member of this Agreement and the execution, delivery and performance by the NMG Member, as the case may be, of or under any other agreements or instruments to which it is or is to become a party pursuant to the terms hereof, and the consummation of the transactions contemplated hereunder and thereunder:
  - (a) if the NMG Member is not an individual, has been duly authorized by all necessary corporate action on the part of such NMG Member; and
  - (b) if the NMG Member is not an individual, do not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition) result in a violation or a breach of, or a default under or give rise to a right of termination, amendment or cancellation or the acceleration of any obligation under: (A) any charter, by-law or trust deed instruments of the NMG Member as applicable, (B) any mortgage, note, indenture contract, instrument, lease, licence or permit to which the NMG Member is a party or by which the NMG Member is bound or to which any property or material assets of the NMG Member is subject, (C) any laws applicable to the NMG Member, or (D) any



judgment, decree or order binding the NMG Member or its property or material assets;

6. this Agreement has been, and each additional agreement or instrument required to be delivered pursuant to this Agreement shall be at the Time of Closing, duly authorized, executed and delivered by the NMG Members and each shall be at the Time of Closing, a legal, valid and binding obligation of the NMG Members enforceable against the NMG Members in accordance with its terms;

7. no consent, approval, order or authorization of, or registration or declaration with, any Governmental Authority with jurisdiction over the NMG Members are required to be obtained by such NMG Members in connection with the execution and delivery of this Agreement or the completion of the transactions contemplated herein, except for those consents, orders, authorizations, declarations, registrations or approvals which are contemplated by this Agreement or those consents, orders, authorizations, declarations, registrations or approvals that, if not obtained by the Closing Date, would not prevent or materially delay the completion of the acquisition or otherwise prevent such NMG Member from performing its obligations under this Agreement;

8. unless the NMG Member is a U.S. Placee and has completed and delivered a U.S. Representation Letter for U.S. Placees in the form as attached hereto as Schedule R, each NMG Member represents and warrants to Deploy that:

(a) the offer to purchase the NMG Member's NMG Securities was not made to the NMG Member when either the NMG Member or any beneficial purchaser for whom it is acting, if applicable, was in the United States;

(b) the NMG Member is not a U.S. Person, is not in the United States and is not purchasing the applicable Deploy Shares on behalf of a U.S. Person or a person in the United States;

(c) at the time this Agreement was executed and delivered by the NMG Members, the NMG Member and any beneficial purchaser for whom it is acting, if applicable, were outside the United States;

(d) if the NMG Member is a corporation or entity, (A) a majority of the NMG Member's voting equity is beneficially owned by persons resident outside the United States; and (B) the NMG Member's affairs are wholly controlled and directed from outside of the United States;

(e) the NMG Member or any beneficial purchaser for whom it is acting, if applicable, has no intention to distribute either directly or indirectly any of the Deploy Shares in the United States, except in compliance with the U.S. Securities Act and applicable state securities laws; and

(f) the current structure of this transaction and all transactions and activities contemplated in this Agreement is not a scheme to avoid the registration requirements of the U.S. Securities Act and applicable state securities laws.

**SCHEDULE G TO THE AGREEMENT  
MADE AMONG NMG, THE NMG MEMBERS,  
DEPLOY AND NEVADACO**

**NMG Material Contracts**

1.	LLC Operating Agreement effective December 7, 2015
2.	Termination Agreement with HF Management effective April 28, 2017
3.	Lease Agreement with Resort Holding 5, LLC effective November 11, 2014, which Lease Agreement may be amended, revised, or superseded by NMG and Resort Holding 5, LLC prior to or as of the Closing, such amendment, revision or supersession not to be conducted without express approval from Deploy
4.	Consulting Agreement with TI Nevada, LLC pursuant to which TI Nevada, LLC is paid a consulting fee of \$10,000 per month until the Closing Date
5.	Consulting Agreement dated July 2017 between Comprehensive Care Group LLC and NMG

**SCHEDULE H TO THE AGREEMENT  
MADE AMONG NMG, THE NMG MEMBERS,  
DEPLOY AND NEVADACO**

Deploy Material Contracts

Nil.

**SCHEDULE I TO THE AGREEMENT  
MADE AMONG NMG, THE NMG MEMBERS,  
DEPLOY AND NEVADACO**

NMG Intangible Property

**LICENSES**

- Nevada State Business License  
NMG was granted a Nevada State Business License on March 16, 2017 under the identification number #NV20141151164. The license has an expiry date of March 31, 2018.
- Nevada Medical Marijuana Program – State Certificate (Cultivation)  
NMG was granted a certificate to be a medical marijuana cultivation establishment on November 5, 2016. The certificate expires on November 4, 2017.
- Nevada Medical Marijuana Program -State Certificate (Production)  
NMG was granted a certificate to be a medical marijuana production establishment on December 10, 2017. The certificate expires on December 9, 2017.
- City of Las Vegas – Cultivation Business License  
NMG was granted a conditional business license by the city of Las Vegas license #M64-00008 on July 1, 2017. The license is for a medical marijuana cultivation facility and expires on January 1, 2018.
- City of Las Vegas – Production Business License  
NMG was granted a conditional business license by the city of Las Vegas, license #M63-00020 on July 1, 2017. The license is for a medical marijuana production facility and expires on January 1, 2018.
- City of North Las Vegas – Cultivation Business License  
NMG was granted a business license by the city of North Las Vegas, license #110771. The license is for the medical marijuana cultivation facility and expires on January 31, 2018.
- City of North Las Vegas – Production Business License  
NMG was granted a business license by the city of North Las Vegas, license #110770. The license is for the medical marijuana production facility and expires on January 31, 2018.
- Clark County Temporary Business License  
NMG was granted a business license by Clark County, temporary business license #2000032.MME-301. The temporary business license expires on December 31, 2017.
- City of Henderson Business License  
NMG was granted a business license by the City of Henderson, Nevada. The license expires on November 30, 2017.
- Department of Taxation - Cultivation  
NMG was granted a certificate to be a recreational marijuana cultivation establishment on July 1, 2017. The certificate expires on June 30, 2018.

- Department of Taxation – Production  
NMG was granted a certificate to be recreational marijuana production establishment on July 1, 2017. The certificate expires on June 30, 2018.
- Department of Taxation – Production  
NMG was granted a Nevada Permissible person Permit to purchase ethanol on February 1, 2017. The certificate expired on June 30, 2017.

## **INTELLECTUAL PROPERTY**

1. Trademarks  
NMG applied for a trademark of “BaM Body and Mind” on January 20, 2016. NMG was granted a certificate of registration for “BAM Body and Mind” on January 26, 2016, the trademark expires on January 26, 2021.

## **OTHER**

- Certificate of Business: Fictitious Firm Name  
NMG filed a certificate for the name BaM – Body and Mind on May 22, 2017. The certificate expires five years from the date of filing.
- Statement of Certification from the Department of Comprehensive Planning  
NMG was granted a statement of certification from the Department of Comprehensive Planning of Clark County on June 25, 2014 for its production facility.
- Statement of Certification from the Department of Comprehensive Planning  
NMG was granted a statement of certification from the Department of Comprehensive Planning of Clark County on June 25, 2014 for its cultivation facility.

**SCHEDULE J TO THE AGREEMENT  
MADE AMONG NMG, THE NMG MEMBERS,  
DEPLOY AND NEVADACO**

Owned Equipment & Inventory

**Nevada Medical Group, LLC**  
**Balance Sheet**  
 As of April 26, 2017

<b>ASSETS</b>									
Fixed Assets									
Cultivation Facility									
x Room 218									
			1	AC Unit - 15 Tons					
			25	1000w HPS Sodium Lights					
			1	Big Box Dehumidifier					
			2	Carbon Filters					
			1	Gavita Timer					
			12	Wall Fans					
<hr/>									
x Room 212 - Flower Room									
			1	AC Unit - 8 Tons					
			18	1000w HPS Sodium Lights					
			1	Big Box Dehumidifier					
			1	Carbon Filters					
			1	Gavita Timer					
			10	Wall Fans					
<hr/>									
x Room 210 - Flower Room									
			1	AC Unit - 8 Tons					
			18	1000w HPS Sodium Lights					
			1	Big Box Dehumidifier					
			1	Carbon Filters					
			1	Gavita Timer					
			10	Wall Fans					
<hr/>									
x Room 205 - Flower Room									
			1	AC Unit - 7 Tons					
			18	LED Lights (New)					
			1	Carbon Filters					
			8	Wall Fans					
<hr/>									

**Nevada Medical Group, LLC**  
**Balance Sheet**  
 As of April 26, 2017

	x		<b>Room 204 - Flower Room</b>				
		1	AC Unit - 7 Tons				
		12	1000w HPS Sodium Lights				
		1	Carbon Filters				
		1	Gavita Timer				
		8	Wall Fans				
	x		<b>Room 208 - Flower Room</b>				
		1	AC Unit - 15 Tons				
		25	1000w HPS Sodium Lights				
		1	Dehumidifier				
		2	Carbon Filters				
		1	Gavita Timer				
		9	Wall Fans				
	x		<b>Room 101 - Flower Room</b>				
		1	AC Unit - 15 Tons				
		25	1000w HPS Sodium Lights				
		1	Dehumidifier				
		2	Carbon Filters				
		11	Wall Fans				
	x		<b>Room 102 - Mom Room</b>				
		1	AC Unit - 5 Tons				
		1	Dehumidifier				
		1	Carbon Filter				
		2	4x8' Racks				
		2	2'x8' Racks				
		12	Fluorescent T5 Lights				
		1	Gavita Controller for Lights				







**Nevada Medical Group, LLC**  
**Balance Sheet**  
As of April 26, 2017

		6	Carbon Filters			
	x		Robert's Office			
		1	AC Unit - 5 Tons			
		1	TV Security Monitor			
		1	Dell Desktop PC			
		1	L-Shaped Desk (Large)			
		2	Guest Chairs			
		1	Executive Office Chair			
		1	Meeting Table			
		4	Table Chairs			
	x		Alex / Alan's Office			
		2	Security Monitors			
		1	Filing Cabinet (4 Drawers)			
		1	Filing Cabinet (5 Drawers)			
		2	Desks			
		3	Office Chairs			
		2	Guest Chairs			
		2	Dell Desktop PCs			
		2	Printer / Scanners			
		1	Thermal Label Maker			
		3	Filing Cabinets (Small 2 Drawer)			
		1	Cash Counter			
		1	Small Safe			
		1	White Dry Erase Board			
		1	Wireless Router			
	x		Non AC Rooms			
		4	Swamp Coolers			
	x		Upstairs Hallway			



## Nevada Medical Group, LLC

# Balance Sheet

As of April 26, 2017

		2	Rollings - Used to be for Clones		
		2	Turbo Cloning Machines		
		33	T5 10 Lights		
		42	2'x8' Trays		
		23	4'x8' Trays		
		6	Rollin Plant Racks		
	x		<b>Kitchen</b>		
		1	AC Unit - 5 Tons		
		1	Walkin Freezer - 7'x7'		
		2	SS Table		
		1	Three Compartment SS Sink w/ Gooseneck		
		1	Stove - 12 Burner		
		1	Oven - Convection - 2 Compartment		
		1	Packaging Machine		
		1	Meat Slicer		
		1	Dell Desktop PC (Broken)		
		1	Ansai System & Flood (Fire Suppress Stove)		
		1	Hand Sink SS		
		1	Insta Hot Water Heater - Large		
	x		<b>Vault Room</b>		
		1	AC Unit - 3 Ton		
		1	SS Table - Large		
		1	SS Refridgerator		

**Nevada Medical Group, LLC**  
**Balance Sheet**  
 As of April 26, 2017

ASSETS			
Fixed Assets			
Cultivation Facility			
	Room 212 - Flower Room	18	1000w HPS Sodium Lights
	Room 210 - Flower Room	18	1000w HPS Sodium Lights
	Room 204 - Flower Room	12	1000w HPS Sodium Lights
	Room 208 - Flower Room	25	1000w HPS Sodium Lights
	Room 101 - Flower Room	25	1000w HPS Sodium Lights
	Room 119 - Flower Room	25	1000w HPS Sodium Lights
	Room 102 - Mom Room	2	2'x8' Racks
	Storage	42	2'x8' Trays
	Room 102 - Mom Room	2	4'x8' Racks
	Storage	23	4'x8' Trays
	Room 218	1	AC Unit - 15 Tons
	Room 208 - Flower Room	1	AC Unit - 15 Tons
	Room 101 - Flower Room	1	AC Unit - 15 Tons
	Room 118 - New Room	1	AC Unit - 15 Tons
	Room 119 - Flower Room	1	AC Unit - 15 Tons
	Vault Room	1	AC Unit - 3 Tons
	Dry Rooms - Downstairs	1	AC Unit - 3 Tons
	Room 102 - Mom Room	1	AC Unit - 5 Tons
	Room 117 - Veg Room	1	AC Unit - 5 Tons
	Downstairs Common / Breakroom / Front Ent	1	AC Unit - 5 Tons
	Packageing / Old Office / Trim	1	AC Unit - 5 Tons
	Production Room	1	AC Unit - 5 Tons
	Common Areas	1	AC Unit - 5 Tons
	Robert's Office	1	AC Unit - 5 Tons
	Kitchen	1	AC Unit - 5 Tons
	Room 205 - Flower Room	1	AC Unit - 7 Tons
	Room 204 - Flower Room	1	AC Unit - 7 Tons
	Room 212 - Flower Room	1	AC Unit - 8 Tons
	Room 210 - Flower Room	1	AC Unit - 8 Tons
	Kitchen	1	Ansai System & Flood (Fire Suppress Stove)
	Packageing / Old Office / Trim	1	Bag Sealer - Manual (Broken Upstairs)
	Packageing / Old Office / Trim	1	Bag Sealer - Pedal Driven
	Room 117 - Veg Room	27	Benchs & Flow Trays (Plastic)
	Room 118 - New Room	18	Benchs / Plastic Trays
	Production Room	1	BHO Machine
	Room 102 - Mom Room	1	Carbon Filter
	Packageing / Old Office / Trim	1	Carbon Filter
	Packageing / Old Office / Trim	1	Carbon Filter
	Production Room	1	Carbon Filter
	Room 218	2	Carbon Filter
	Room 212 - Flower Room	1	Carbon Filter
	Room 210 - Flower Room	1	Carbon Filter
	Room 205 - Flower Room	1	Carbon Filter
	Room 204 - Flower Room	1	Carbon Filter
	Room 208 - Flower Room	2	Carbon Filter

**Nevada Medical Group, LLC**  
**Balance Sheet**  
As of April 26, 2017

	Room 101 - Flower Room	2	Carbon Filter	
	Room 118 - New Room	2	Carbon Filter	
	Room 119 - Flower Room	2	Carbon Filter	
	Common Areas	6	Carbon Filter	
	Alex / Alan's Office	1	Cash Counter	
	Room 218	1	Dehumidifier	
	Room 212 - Flower Room	1	Dehumidifier	
	Room 210 - Flower Room	1	Dehumidifier	
	Room 208 - Flower Room	1	Dehumidifier	
	Room 101 - Flower Room	1	Dehumidifier	
	Room 102 - Mom Room	1	Dehumidifier	
	Room 118 - New Room	1	Dehumidifier	
	Room 119 - Flower Room	1	Dehumidifier	
	Dry Rooms - Downstairs	1	Dehumidifier - Medium	
	Production Room	1	Dehumidifier - Medium	
	Packageing / Old Office / Trim	1	Dell Desktop PC	
	Packageing / Old Office / Trim	1	Dell Desktop PC	
	Robert's Office	1	Dell Desktop PC	
	Alex / Alan's Office	2	Dell Desktop PC	
	Grower's Office	2	Dell Desktop PC	
	Kitchen	1	Dell Desktop PC (Broken)	
	Alex / Alan's Office	2	Desks	
	Production Room	1	Distiller	
	Filteration / Nutrient Room	20	Dosaton Plumbing/Irrigation (11 Gal per Min)	
	Filteration / Nutrient Room	2	Dosaton Plumbing/Irrigation (14 Gal per Min)	
	Robert's Office	1	Executive Office Chair	
	Grower's Office	1	Filing Cabinet	
	Alex / Alan's Office	1	Filing Cabinet (4 Drawers)	
	Alex / Alan's Office	1	Filing Cabinet (5 Drawers)	
	Alex / Alan's Office	3	Filing Cabinets (Small 2 Drawer)	
	Room 102 - Mom Room	12	Fluorescent T5 Lights	
	Room 117 - Veg Room	54	Fluorescent T5 Lights	
	Storage	33	Fluorescent T5 Lights	
	Production Room	1	Freeze Dryer Machine	
	Packageing / Old Office / Trim	1	Futuraola Joint Rolling Machine	
	Room 102 - Mom Room	1	Gavita Controller for Lights	
	Room 218	1	Gavita Timer	
	Room 212 - Flower Room	1	Gavita Timer	
	Room 210 - Flower Room	1	Gavita Timer	
	Room 204 - Flower Room	1	Gavita Timer	
	Room 208 - Flower Room	1	Gavita Timer	
	Robert's Office	2	Guest Chairs	
	Alex / Alan's Office	2	Guest Chairs	
	Grower's Office	3	Guest Chairs	
	Kitchen	1	Hand Sink SS	
	Production Room	1	Husky Compressor	
	Production Room	1	Ice Maker	
	Kitchen	1	Insta Hot Water Heater - Large	
	Production Room	1	Kesser Compressor	

**Nevada Medical Group, LLC**  
**Balance Sheet**  
 As of April 26, 2017

	Room 218	25	LED Lights (New)	
	Room 205 - Flower Room	18	LED Lights (New)	
	Room 118 - New Room	27	LED Lights (New)	
	Robert's Office	1	Desk (Large)	
	Kitchen	1	Meat Slicer	
	Robert's Office	1	Meeting Table	
	Filteration / Nutrient Room	2	Nutrient Pumps	
	Alex / Alan's Office	3	Office Chairs	
	Kitchen	1	Oven - Convection - 2 Compartment	
	Production Room	1	Oven - Large	
	Production Room	2	Oven - Small	
	Kitchen	1	Packaging Machine	
	Production Room	1	Pollen Extractor	
	Packageing / Old Office / Trim	1	Printer	
	Alex / Alan's Office	2	Printer / Scanners	
	Upstairs Hallway	1	Quest Ozone Generator	
	Upstairs Utility Room	1	Quest Ozone Generator	
	Dry Rooms - Downstairs	-	Racks	
	Storage	10	Racks	
	Room 118 - New Room	9	Racks - Double Layer	
	Filteration / Nutrient Room	1	Reverse Osmosis Machine	
	Filteration / Nutrient Room	1	Reverse Osmosis Reservoir Tank	
	Storage	6	Rolling Plant Racks	
	Packageing / Old Office / Trim	5	Rolling Desk Chairs	
	Packageing / Old Office / Trim	1	Rolling Stool	
	Storage	2	Rollings - Used to be for Clones	
	Production Room	1	Roto Vac	
	Grower's Office	1	Security Monitor	
	Alex / Alan's Office	2	Security Monitors	
	Alex / Alan's Office	1	Small Safe	
	Vault Room	1	SS Refridgerator	
	Packageing / Old Office / Trim	12	SS Sifting Screens	
	Kitchen	2	SS Table	
	Production Room	7	SS Table - Large	
	Production Room	3	SS Table - Large	
	Vault Room	1	SS Table - Large	
	Packageing / Old Office / Trim	2	SS Table - Small	
	Packageing / Old Office / Trim	7	SS Table - Small	
	Room 118 - New Room	9	SS Table - Large	
	Packageing / Old Office / Trim	2	SS Table - Large	
	Packageing / Old Office / Trim	1	SS Table - Large	
	Packageing / Old Office / Trim	1	SS Table - Large	
	Packageing / Old Office / Trim	1	Stool	
	Kitchen	1	Stove - 12 Burner	
	Non AC Rooms	4	Swamp Coolers	
	Robert's Office	4	Table Chairs	
	Alex / Alan's Office	1	Thermal Label Maker	
	Production Room	1	Three Compartment SS Sink w/ Gooseneck	
	Upstairs Utility Room	1	Three Compartment SS Sink w/ Gooseneck	



**Nevada Medical Group, LLC**  
**Balance Sheet**  
 As of April 26, 2017

	Kitchen	1	Three Compartment SS Sink w/ Gooseneck	
	Room 117 - Veg Room	9	Three Level 4'x8' Racks	
	Storage	2	Turbo Cloning Machines	
	Robert's Office	1	TV Security Monitor	
	Kitchen	1	Walkin Freezer - 7'x7'	
	Room 218	12	Wall Fans	
	Room 212 - Flower Room	10	Wall Fans	
	Room 210 - Flower Room	10	Wall Fans	
	Room 205 - Flower Room	8	Wall Fans	
	Room 204 - Flower Room	8	Wall Fans	
	Room 208 - Flower Room	9	Wall Fans	
	Room 101 - Flower Room	11	Wall Fans	
	Room 117 - Veg Room	20	Wall Fans	
	Room 118 - New Room	1	Wall Fans	
	Room 118 - New Room	20	Wall Fans	
	Room 119 - Flower Room	12	Wall Fans	
	Packageing / Old Office / Trim	1	Weight Scale - Large	
	Packageing / Old Office / Trim	5	Weight Scales	
	Alex / Alan's Office	1	White Dry Erase Board	
	Alex / Alan's Office	1	Wireless Router	

**Nevada Medical Group, LLC**  
**Balance Sheet**  
 As of April 26, 2017

ASSETS			
Fixed Assets			
	Cultivation Facility		
	Alex / Alan's Office	1	Cash Counter
	Alex / Alan's Office	2	Dell Desktop PC
	Alex / Alan's Office	2	Desks
	Alex / Alan's Office	1	Filing Cabinet (4 Drawers)
	Alex / Alan's Office	1	Filing Cabinet (5 Drawers)
	Alex / Alan's Office	3	Filing Cabinets (Small 2 Drawer)
	Alex / Alan's Office	2	Guest Chairs
	Alex / Alan's Office	3	Office Chairs
	Alex / Alan's Office	2	Printer / Scanners
	Alex / Alan's Office	2	Security Monitors
	Alex / Alan's Office	1	Small Safe
	Alex / Alan's Office	1	Thermal Label Maker
	Alex / Alan's Office	1	White Dry Erase Board
	Alex / Alan's Office	1	Wireless Router
	Common Areas	1	AC Unit - 5 Tons
	Common Areas	6	Carbon Filter
	Downstairs Common / Breakroom / Front Ent	1	AC Unit - 5 Tons
	Dry Rooms - Downstairs	1	AC Unit - 3 Tons
	Dry Rooms - Downstairs	1	Dehumidifier - Medium
	Dry Rooms - Downstairs	-	Racks
	Filteration / Nutrient Room	20	Dosaton Plumbing/Irrigation (11 Gal per Min)
	Filteration / Nutrient Room	2	Dosaton Plumbing/Irrigation (14 Gal per Min)
	Filteration / Nutrient Room	2	Nutrient Pumps
	Filteration / Nutrient Room	1	Reverse Osmosis Machine
	Filteration / Nutrient Room	1	Reverse Osmosis Reservoir Tank
	Grower's Office	2	Dell Desktop PC
	Grower's Office	1	Filing Cabinet
	Grower's Office	3	Guest Chairs
	Grower's Office	1	Security Monitor
	Kitchen	1	AC Unit - 5 Tons
	Kitchen	1	Ansal System & Flood (Fire Suppress Stove)
	Kitchen	1	Dell Desktop PC (Broken)
	Kitchen	1	Hand Sink SS
	Kitchen	1	Insta Hot Water Heater - Large
	Kitchen	1	Meat Slicer
	Kitchen	1	Oven - Convection - 2 Compartment
	Kitchen	1	Packaging Machine
	Kitchen	2	SS Table
	Kitchen	1	Stove - 12 Burner
	Kitchen	1	Three Compartment SS Sink w/ Gooseneck
	Kitchen	1	Walkin Freezer - 7'x7'
	Non AC Rooms	4	Swamp Coolers
	Packageing / Old Office / Trim	1	AC Unit - 5 Tons
	Packageing / Old Office / Trim	1	Bag Sealer - Manual (Broken Upstairs)
	Packageing / Old Office / Trim	1	Bag Sealer - Pedal Driven

**Nevada Medical Group, LLC**  
**Balance Sheet**  
 As of April 26, 2017

	Packageing / Old Office / Trim	1	Carbon Filter	
	Packageing / Old Office / Trim	1	Carbon Filter	
	Packageing / Old Office / Trim	1	Dell Desktop PC	
	Packageing / Old Office / Trim	1	Dell Desktop PC	
	Packageing / Old Office / Trim	1	Futuraola Joint Rolling Machine	
	Packageing / Old Office / Trim	1	Printer	
	Packageing / Old Office / Trim	5	Rolling Desk Chairs	
	Packageing / Old Office / Trim	1	Rolling Stool	
	Packageing / Old Office / Trim	12	SS Sifting Screens	
	Packageing / Old Office / Trim	2	SS Table - Large	
	Packageing / Old Office / Trim	1	SS Table - Large	
	Packageing / Old Office / Trim	1	SS Table - Large	
	Packageing / Old Office / Trim	2	SS Table - Small	
	Packageing / Old Office / Trim	7	SS Table - Small	
	Packageing / Old Office / Trim	1	Stool	
	Packageing / Old Office / Trim	1	Weight Scale - Large	
	Packageing / Old Office / Trim	5	Weight Scale	
	Production Room	1	AC Unit - 5 Tons	
	Production Room	1	BHO Machine	
	Production Room	1	Carbon Filter	
	Production Room	1	Dehumidifier - Medium	
	Production Room	1	Distiller	
	Production Room	1	Freeze Dryer Machine	
	Production Room	1	Husky Compressor	
	Production Room	1	Ice Maker	
	Production Room	1	Kesser Compressor	
	Production Room	1	Oven - Large	
	Production Room	2	Oven - Small	
	Production Room	1	Pollen Extractor	
	Production Room	1	Roto Vac	
	Production Room	7	SS Table - Large	
	Production Room	3	SS Table - Large	
	Production Room	1	Three Compartment SS Sink w/ Gooseneck	
	Robert's Office	1	AC Unit - 5 Tons	
	Robert's Office	1	Dell Desktop PC	
	Robert's Office	1	Desk (Large)	
	Robert's Office	1	Executive Office Chair	
	Robert's Office	2	Guest Chairs	
	Robert's Office	1	Meeting Table	
	Robert's Office	4	Table Chairs	
	Robert's Office	1	TV Security Monitor	
	Room 101 - Flower Room	25	1000w HPS Sodium Lights	
	Room 101 - Flower Room	1	AC Unit - 15 Tons	
	Room 101 - Flower Room	2	Carbon Filter	
	Room 101 - Flower Room	1	Dehumidifier	
	Room 101 - Flower Room	11	Wall Fans	
	Room 102 - Mom Room	2	2'x8' Racks	
	Room 102 - Mom Room	2	4'x8' Racks	
	Room 102 - Mom Room	1	AC Unit - 5 Tons	

Nevada Medical Group, LLC

Balance Sheet

As of April 26, 2017

	Room 102 - Mom Room	1	Carbon Filter	
	Room 102 - Mom Room	1	Dehumidifier	
	Room 102 - Mom Room	12	Fluorescent T5 Lights	
	Room 102 - Mom Room	1	Gavita Controller for Lights	
	Room 117 - Veg Room	1	AC Unit - 5 Tons	
	Room 117 - Veg Room	27	Benchs & Flow Trays (Plastic)	
	Room 117 - Veg Room	54	Fluorescent T5 Lights	
	Room 117 - Veg Room	9	Three Level 4'x8' Racks	
	Room 117 - Veg Room	20	Wall Fans	
	Room 118 - New Room	1	AC Unit - 15 Tons	
	Room 118 - New Room	18	Benchs / Plastic Trays	
	Room 118 - New Room	2	Carbon Filter	
	Room 118 - New Room	1	Dehumidifier	
	Room 118 - New Room	27	LED Lights (New)	
	Room 118 - New Room	9	Racks - Double Layer	
	Room 118 - New Room	9	SS Table - Large	
	Room 118 - New Room	1	Wall Fans	
	Room 118 - New Room	20	Wall Fans	
	Room 119 - Flower Room	25	1000w HPS Sodium Lights	
	Room 119 - Flower Room	1	AC Unit - 15 Tons	
	Room 119 - Flower Room	2	Carbon Filter	
	Room 119 - Flower Room	1	Dehumidifier	
	Room 119 - Flower Room	12	Wall Fans	
	Room 204 - Flower Room	12	1000w HPS Sodium Lights	
	Room 204 - Flower Room	1	AC Unit - 7 Tons	
	Room 204 - Flower Room	1	Carbon Filter	
	Room 204 - Flower Room	1	Gavita Timer	
	Room 204 - Flower Room	8	Wall Fans	
	Room 205 - Flower Room	1	AC Unit - 7 Tons	
	Room 205 - Flower Room	1	Carbon Filter	
	Room 205 - Flower Room	18	LED Lights (New)	
	Room 205 - Flower Room	8	Wall Fans	
	Room 208 - Flower Room	25	1000w HPS Sodium Lights	
	Room 208 - Flower Room	1	AC Unit - 15 Tons	
	Room 208 - Flower Room	2	Carbon Filter	
	Room 208 - Flower Room	1	Dehumidifier	
	Room 208 - Flower Room	1	Gavita Timer	
	Room 208 - Flower Room	9	Wall Fans	
	Room 210 - Flower Room	18	1000w HPS Sodium Lights	
	Room 210 - Flower Room	1	AC Unit - 8 Tons	
	Room 210 - Flower Room	1	Carbon Filter	
	Room 210 - Flower Room	1	Dehumidifier	
	Room 210 - Flower Room	1	Gavita Timer	
	Room 210 - Flower Room	10	Wall Fans	
	Room 212 - Flower Room	18	1000w HPS Sodium Lights	
	Room 212 - Flower Room	1	AC Unit - 8 Tons	
	Room 212 - Flower Room	1	Carbon Filter	
	Room 212 - Flower Room	1	Dehumidifier	
	Room 212 - Flower Room	1	Gavita Timer	

**Nevada Medical Group, LLC**  
**Balance Sheet**  
 As of April 26, 2017

	Room 212 - Flower Room	10	Wall Fans	
	Room 218	1	AC Unit - 15 Tons	
	Room 218	2	Carbon Filter	
	Room 218	1	Dehumidifier	
	Room 218	1	Gavita Timer	
	Room 218	25	LED Lights (New)	
	Room 218	12	Wall Fans	
	Storage	42	2'x8' Trays	
	Storage	23	4'x8' Trays	
	Storage	33	Fluorescent T5 Lights	
	Storage	10	Racks	
	Storage	6	Rolling Plant Racks	
	Storage	2	Rollings - Used to be for Clones	
	Storage	2	Turbo Cloning Machines	
	Upstairs Hallway	1	Quest Ozone Generator	
	Upstairs Utility Room	1	Quest Ozone Generator	
	Upstairs Utility Room	1	Three Compartment SS Sink w/ Gooseneck	
	Vault Room	1	AC Unit - 3 Tons	
	Vault Room	1	SS Refridgerator	
	Vault Room	1	SS Table - Large	

**SCHEDULE K TO THE AGREEMENT  
MADE AMONG NMG, THE NMG MEMBERS,  
DEPLOY AND NEVADACO**

Management Incentive Milestones

Lead Grower Bonus dated January 20, 2017 between NMG and Sebastian Joseph Reinette.

**SCHEDULE L TO THE AGREEMENT  
MADE AMONG NMG, THE NMG MEMBERS,  
DEPLOY AND NEVADACO**

List of NMG Encumbrances

- The Promissory Notes.
- The TI Nevada Note.

**SCHEDULE M TO THE AGREEMENT  
MADE AMONG NMG, THE NMG MEMBERS,  
DEPLOY AND NEVADACO**

Litigation

Nil.



**SCHEDULE N TO THE AGREEMENT  
MADE AMONG NMG, THE NMG MEMBERS,  
DEPLOY AND NEVADACO**

Insurance Policies

<u>Type of Insurance</u>	<u>Dates of Coverage</u>	<u>Insurer</u>
Directors and Officers	05-04-17 to 05-04-18	Brown and Riding/Ironshore
Umbrella	04-04-17 to 04-04-18	Burns and Wilcox/Kinsale
Workers Compensation	04-04-17 to 10-13-17	NCCI/ Riverport
Property	09-19-16 to 09-19-17	Burns and Wilcox/ National Fire
General Liability	09-19-16 to 09-19-17	Burns and Wilcox/Evanston
Van Insurance	2-27-16 to 8-27-17	State Farm

**SCHEDULE O TO THE AGREEMENT  
MADE AMONG NMG, THE NMG MEMBERS,  
DEPLOY AND NEVADACO**

List of Employees

1. [REDACTED]
2. [REDACTED]
3. [REDACTED]
4. [REDACTED]
5. [REDACTED]
6. [REDACTED]
7. [REDACTED]
8. [REDACTED]
9. [REDACTED]
10. [REDACTED]
11. [REDACTED]
12. [REDACTED]
13. [REDACTED]
14. [REDACTED]
15. [REDACTED]
16. [REDACTED]
17. [REDACTED]
18. [REDACTED]
19. [REDACTED]
20. [REDACTED]

*Removed personal information of employee names*

**SCHEDULE P TO THE AGREEMENT  
MADE AMONG NMG, THE NMG MEMBERS,  
DEPLOY AND NEVADACO**

NMG Member Consent Agreement

**NMG MEMBER CONSENT AGREEMENT**

THIS AGREEMENT MADE EFFECTIVE AS OF \_\_\_\_\_, 2017  
(the “**Agreement**”).

BETWEEN:

**DEPLOY TECHNOLOGIES INC.**, a corporation existing under the laws of the State of Nevada having an office at 750 – 1095 West Pender Street, Vancouver, British Columbia, V6E 2M6

(“**Deploy**”)

AND:

**DEP NEVADA, INC.**, a corporation existing under the laws of the State of Nevada, having an office at 4785 S. Durango Drive, Suite 204, Las Vegas, Nevada 89147

(“**NevadaCo**”)

AND:



(the “**New NMG Member**”)

WHEREAS:

- A. Deploy, NevadaCo, NMG and the NMG Members entered into a Share Exchange Agreement dated effective ◆, 2017 and attached as Schedule A hereto (the “**Share Exchange Agreement**”);
- B. Pursuant to the Share Exchange Agreement the NMG Members agreed to the Acquisition and further agreed to obtain the consent of the New NMG Member to the Acquisition (as defined therein); and
- C. The New NMG Member has agreed to provide such consent and to be bound by the terms of the Share Exchange Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do covenant and agree each with the other as follows:

- 1. Unless specifically defined herein or unless the context otherwise requires, terms used herein which are defined in the Share Exchange Agreement shall have the meanings ascribed to such terms in the Share Exchange Agreement.
- 2. On the execution of this Agreement by the New NMG Member, the New NMG Member covenants and agrees that it shall be bound by all of the provisions of the Share Exchange Agreement as if the New NMG Member were an original party to the Share Exchange Agreement

including, without limitation, all representations, warranties and covenants of the NMG Members therein.

3. This Agreement shall be subject to, governed by, and construed in accordance with the laws of the State of Nevada, and the parties hereby agree to attorn to the non-exclusive jurisdiction of the Courts of the State of Nevada and not to commence any form of proceedings in any other forum.
4. Each party acknowledges having fully read and understood this Agreement, and having either received independent legal advice, or having had the opportunity to receive independent legal advice, with respect to this Agreement. Each party is signing this Agreement voluntarily, without coercion or compulsion, and without relying upon any representations, promises or terms, except as expressly set out in this Agreement.
5. This Agreement may be signed in counterpart and transmitted 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.

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

**DEPLOY TECHNOLOGIES INC.**

**DEP NEVADA, INC.**

Per:

Per:

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Authorized Signatory

**AND THE FOLLOWING NEVADA MEDICAL GROUP LLC MEMBER:**

**Name:** \_\_\_\_\_

**Number of Shares:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Signed:** \_\_\_\_\_

**Witness:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**SCHEDULE A TO THE CONSENT AGREEMENT  
MADE BETWEEN THE NMG MEMBER,  
DEPLOY AND NEVADACO**

**Share Exchange Agreement**

**SCHEDULE Q TO THE AGREEMENT  
MADE AMONG NMG, THE NMG MEMBERS,  
DEPLOY AND NEVADACO**

Accredited Investor Certificate

## CANADIAN ACCREDITED INVESTOR CERTIFICATE

*The categories listed herein contain certain specifically defined terms. If you are unsure as to the meanings of those terms, or are unsure as to the applicability of any below category, please contact your broker and/or legal advisor before completing this form.*

**TO: DEPLOY TECHNOLOGIES INC. (the “Corporation”)**

In connection with the purchase by the undersigned purchaser (the “**Subscriber**”) of securities of the Corporation pursuant to a Share Exchange Agreement dated ♦, 2017, the Subscriber or the undersigned on behalf of the Subscriber, as the case may be, certifies that:

1. The Subscriber, or one or more beneficial purchasers for whom the Subscriber is acting, is a resident of, or the purchase and sale of securities to the Subscriber is otherwise subject to the securities legislation of one of the provinces of Canada and the Subscriber is (and will at the time of acceptance of the subscription be) an accredited investor within the meaning of National Instrument 45-106 – *Prospectus and Registration Exemptions* (“NI 45-106”), and in Ontario, as defined in Section 73.3 of the *Securities Act* (Ontario) as supplemented by the definition in NI 45-106.

2. The Subscriber is: (PLEASE CHECK THE BOX OF THE APPLICABLE CATEGORY)

<p>_____</p> <p>_____</p>	<p>(a) except in Ontario, a Canadian financial institution, or a Schedule III bank,</p> <p>(a.1) in Ontario, a financial institution described in paragraph 1, 2 or 3 of subsection 73.1 (1) of the <i>Securities Act</i> (Ontario),</p>
<p>_____</p> <p>_____</p>	<p>(b) except in Ontario, the Business Development Bank of Canada incorporated under the <i>Business Development Bank of Canada Act</i> (Canada),</p> <p>(b.1) in Ontario, the Business Development Bank of Canada,</p>
<p>_____</p> <p>_____</p>	<p>(c) except in Ontario, a subsidiary of any person referred to in paragraphs (a) or (b), if the person owns all of the voting securities of the subsidiary, except the voting securities required by law to be owned by directors of that subsidiary,</p> <p>(c.1) in Ontario, a subsidiary of any person or company referred to in clause (a.1) or (b.1), if the person or company owns all of the voting securities of the subsidiary, except the voting securities required by law to be owned by directors of that subsidiary,</p>
<p>_____</p> <p>_____</p>	<p>(d) except in Ontario, a person registered under the securities legislation of a jurisdiction of Canada as an adviser or dealer,</p> <p>(d.1) in Ontario, a person or company registered under the securities legislation of a province or territory of Canada as an adviser or dealer, except as otherwise prescribed by the regulations,</p> <p><b>Jurisdiction(s) registered:</b> _____ <b>Categories of registration:</b> _____</p>
<p>_____</p> <p>_____</p>	<p>(e) an individual registered under the securities legislation of a jurisdiction of Canada as a representative of a person referred to in paragraph (d),</p> <p>(e.1) an individual formerly registered under the securities legislation of a jurisdiction of Canada, other than an individual formerly registered solely as a representative of a limited market dealer under one or both of the <i>Securities Act</i> (Ontario) or the <i>Securities Act</i> (Newfoundland and Labrador),</p> <p><b>Name of person with whom Subscriber is or was registered:</b> _____</p> <p><b>Jurisdiction(s) registered:</b> _____ <b>Categories of registration:</b> _____</p>



_____	(f) _____ except in Ontario, the Government of Canada or a jurisdiction of Canada, or any crown corporation, agency or wholly owned entity of the Government of Canada or a jurisdiction of Canada,
_____	(f.1) _____ in Ontario, the Government of Canada, the government of a province or territory of Canada, or any Crown corporation, agency or wholly owned entity of the Government of Canada or of the government of a province or territory of Canada,
_____	(g) _____ a municipality, public board or commission in Canada and a metropolitan community, school board, the Comité de gestion de la taxe scolaire de l'île de Montréal or an intermunicipal management board in Québec,
_____	(h) _____ any national, federal, state, provincial, territorial or municipal government of or in any foreign jurisdiction, or any agency of that government,
_____	(i) _____ except in Ontario, a pension fund that is regulated by the Office of the Superintendent of Financial Institutions (Canada), a pension commission or similar regulatory authority of a jurisdiction of Canada,  _____ (i.1) _____ in Ontario, a pension fund that is regulated by either the Office of the Superintendent of Financial Institutions (Canada) or a pension commission or similar regulatory authority of a province or territory of Canada,  <b>Jurisdiction(s) registered:</b> _____ <b>Registration number(s):</b> _____
_____	(j) _____ an individual who, either alone or with a spouse, beneficially owns financial assets having an aggregate realizable value that before taxes, but net of any related liabilities, exceeds \$1,000,000, [ <b>If this is your applicable category, you must also complete <u>Form 45-106F9 attached as Appendix I to this Certificate</u> and the <u>Accredited Investor Questionnaire attached as Appendix II to this Certificate</u></b> ]
_____	(j.1) _____ an individual who beneficially owns financial assets having an aggregate realizable value that, before taxes but net of any related liabilities, exceeds \$5,000,000, [ <b>If this is your applicable category, you must also complete the <u>Accredited Investor Questionnaire attached as Appendix II to this Certificate</u></b> ]
_____	(k) _____ an individual whose net income before taxes exceeded \$200,000 in each of the 2 most recent calendar years or whose net income before taxes combined with that of a spouse exceeded \$300 000 in each of the 2 most recent calendar years and who, in either case, reasonably expects to exceed that net income level in the current calendar year, [ <b>If this is your applicable category, you must also complete <u>Form 45-106F9 attached as Appendix I to this Certificate</u> and the <u>Accredited Investor Questionnaire attached as Appendix II to Certificate</u></b> ]
_____	(l) _____ an individual who, either alone or with a spouse, has net assets of at least \$5,000,000, [ <b>If this is your applicable category, you must also complete <u>Form 45-106F9 attached as Appendix I to this Certificate</u> and the <u>Accredited Investor Questionnaire attached as Appendix II to this Certificate</u></b> ]
_____	(m) _____ a person, other than an individual or investment fund, that has net assets of at least \$5,000,000 as shown on its most recently prepared financial statements,  <b>Type of entity:</b> _____ <b>Jurisdiction and date of formation:</b> _____

_____	<p>(n) an investment fund that distributes or has distributed its securities only to:</p> <p>(i) a person that is or was an accredited investor at the time of the distribution,</p> <p>(ii) a person that acquires or acquired securities in the circumstances referred to in sections 2.10 [Minimum amount investment], or 2.19 [Additional investment in investment funds], or</p> <p>(iii) a person described in paragraph (i) or (ii) that acquires or acquired securities under section 2.18 [Investment fund reinvestment],</p>
_____	<p>(o) an investment fund that distributes or has distributed securities under a prospectus in a jurisdiction of Canada for which the regulator or, in Québec, the securities regulatory authority, has issued a receipt,</p>
_____	<p>(p) a trust company or trust corporation registered or authorized to carry on business under the <i>Trust and Loan Companies Act</i> (Canada) or under comparable legislation in a jurisdiction of Canada or a foreign jurisdiction, acting on behalf of a fully managed account managed by the trust company or trust corporation, as the case may be,</p> <p><b>Jurisdiction(s) registered:</b> _____ <b>Registration number(s):</b> _____</p>
_____	<p>(q) a person acting on behalf of a fully managed account managed by that person, if that person is registered or authorized to carry on business as an adviser or the equivalent under the securities legislation of a jurisdiction of Canada or a foreign jurisdiction,</p> <p><b>Jurisdiction(s) registered or authorized:</b> _____</p> <p><b>Categories of registration:</b> _____</p>
_____	<p>(r) a registered charity under the Income Tax Act (Canada) that, in regard to the trade, has obtained advice from an eligibility adviser or an adviser registered under the securities legislation of the jurisdiction of the registered charity to give advice on the securities being traded,</p> <p><b>Registration number(s) assigned to subscriber:</b> _____</p> <p><b>Name of eligibility advisor or registered advisor:</b> _____</p> <p><b>Jurisdiction(s) registered:</b> _____ <b>Categories of registration:</b> _____</p>
_____	<p>(s) an entity organized in a foreign jurisdiction that is analogous to any of the entities referred to in paragraphs (a) to (d) paragraph (i) [and in Ontario, paragraphs (a.1) to (d.1) or paragraph (i.1)] in form and function,</p> <p><b>Jurisdiction organized:</b> _____ <b>Type of entity:</b> _____</p>

_____	<p>(t) a person in respect of which all of the owners of interests, direct, indirect or beneficial, except the voting securities required by law to be owned by directors, are persons that are accredited investors [<b>If this is your applicable category, each owner of interest must individually complete and submit to the Company its own copy of this Certificate of Accredited Investor</b>],</p> <p><b>Name(s) of owners of interest:</b> _____</p> <p><b>Type of entity (if applicable):</b> _____</p> <p><b>Categories of accredited investor:</b> _____</p>
_____	<p>(u) an investment fund that is advised by a person registered as an adviser or a person that is exempt from registration as an adviser,</p> <p><b>Name of advisor:</b> _____ <b>Jurisdiction(s) registered:</b> _____</p> <p><b>Categories of registration:</b> _____ <b>Basis of exemption:</b> _____</p>
_____	<p>(v) a person that is recognized or designated by the securities regulatory authority or, except in Ontario and Québec, the regulator as an accredited investor,</p> <p>_____ (v.1) in Ontario, a person or company that is recognized or designated by the Commission as an accredited investor,</p> <p><b>Jurisdiction(s) recognized or designated:</b> _____</p>
_____	<p>(w) a trust established by an accredited investor for the benefit of the accredited investor's family members of which a majority of the trustees are accredited investors and all of the beneficiaries are the accredited investor's spouse, a former spouse of the accredited investor or a parent, grandparent, brother, sister, child or grandchild of that accredited investor, of that accredited investor's spouse or of that accredited investor's former spouse.</p> <p><b>Name(s) of settlor:</b> _____</p> <p><b>Name(s) of trustees:</b> _____</p> <p><b>Categories of accredited investor:</b> _____</p> <p><b>Categories of beneficiaries:</b> _____</p>

The foregoing representations contained in this Certificate are true and accurate as of the date of this Certificate and will be true and accurate as of the time of issuance of the securities. If any such representations shall not be true and accurate prior to the time of issuance of the securities, the undersigned shall give immediate written notice of such fact to the Corporation.

Dated: \_\_\_\_\_

Signed: \_\_\_\_\_

\_\_\_\_\_  
 Witness (If Subscriber is an Individual)

\_\_\_\_\_  
 Print the name of Subscriber

\_\_\_\_\_  
 Print Name of Witness

\_\_\_\_\_  
 If Subscriber is a corporation, print name and title of Authorized Signing Officer

See definitions on the following page.

**For the purposes hereof:**

- (a) **“Canadian financial institution”** means:
- (i) an association governed by the *Cooperative Credit Associations Act* (Canada) or a central cooperative credit society for which an order has been made under section 473(1) of the *Cooperative Credit Associations Act* (Canada); or
  - (ii) a bank, loan corporation, trust company, trust corporation, insurance company, treasury branch, credit union, caisse populaire, financial services cooperative, or league that, in each case, is authorized by an enactment of Canada or a jurisdiction of Canada to carry on business in Canada or a jurisdiction of Canada;
- (b) **“control person”** has the meaning ascribed to that term in securities legislation except in Manitoba, Ontario, Quebec, Nova Scotia, Newfoundland and Labrador, Prince Edward Island, the Northwest Territories and Nunavut where “control person” means any person that holds or is one of a combination of persons that hold:
- (i) a sufficient number of any of the securities of an issuer so as to affect materially the control of the issuer; or
  - (ii) more than 20% of the outstanding voting securities of an issuer except where there is evidence showing that the holding of those securities does not affect materially the control of that issuer;
- (c) **“director”** means:
- (i) a member of the board of directors of a company or an individual who performs similar functions for a company; and
  - (ii) with respect to a person that is not a company, an individual who performs functions similar to those of a director of a company;
- (d) **“eligibility adviser”** means:
- (i) a person that is registered as an investment dealer or in an equivalent category of registration under the securities legislation of the jurisdiction of a Subscriber and authorized to give advice with respect to the type of security being distributed; and
  - (ii) in Saskatchewan or Manitoba, also means a lawyer who is a practicing member in good standing with a law society of a jurisdiction of Canada or a public accountant who is a member in good standing of an institute or association of chartered accountants, certified general accountants or certified management accountants in a jurisdiction of Canada provided that the lawyer or public accountant must not:
    - (A) have a professional, business or personal relationship with the issuer, or any of its directors, executive officers, founders or control persons; and
    - (B) have acted for or been retained personally or otherwise as an employee, executive officer, director, associate or partner of a person that has acted for or been retained by the issuer or any of its directors, executive officers, founders or control persons within the previous 12 months;
- (e) **“executive officer”** means, for an issuer, an individual who is:
- (i) a chair, vice-chair or president;
  - (ii) a vice-president in charge of a principal business unit, division or function including sales, finance or production;
  - (iii) an officer of the issuer or any of its subsidiaries and who performs a policy-making function in respect of the issuer; or
  - (iv) performing a policy-making function in respect of the issuer;
- (f) **“financial assets”** means (i) cash, (ii) securities or (iii) a contract of insurance, a deposit or an evidence of a deposit that is not a security for the purposes of securities legislation. These financial assets are generally liquid or relatively easy to liquidate. The value of a purchaser’s personal residence would not be included in a calculation of financial assets;
- (g) **“financial statements”** for the purposes of paragraph (m) of the “accredited investor” definition must be prepared in accordance with generally accepted accounting principles;
- (h) **“founder”** means, in respect of an issuer, a person who:
- (i) acting alone, in conjunction or in concert with one or more persons, directly or indirectly, takes the initiative in founding, organizing or substantially reorganizing the business of the issuer; and
  - (ii) at the time of the trade is actively involved in the business of the issuer;

- (i) “**fully managed account**” means an account of a client for which a person makes the investment decisions if that person has full discretion to trade in securities for the account without requiring the client’s express consent to a transaction;
- (j) “**investment fund**” has the meaning ascribed thereto in National Instrument 81-106 - *Investment Fund Continuous Disclosure*;
- (k) “**person**” includes:
  - (i) an individual;
  - (ii) a corporation;
  - (iii) a partnership, trust, fund and association, syndicate, organization or other organized group of persons, whether incorporated or not; and
  - (iv) an individual or other person in that person’s capacity as a trustee, executor, administrator or personal or other legal representative;
- (l) “**person**” in Ontario means an individual, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, trust, trustee, executor, administrator or other legal representative;
- (m) “**net assets**” means all of the purchaser’s total assets minus all of the purchaser’s total liabilities. Accordingly, for the purposes of the net asset test, the calculation of total assets would include the value of a purchaser’s personal residence and the calculation of total liabilities would include the amount of any liability (such as a mortgage) in respect of the purchaser’s personal residence. To calculate a purchaser’s net assets under the “accredited investor” definition, subtract the purchaser’s total liabilities from the purchaser’s total assets (including real estate). The value attributed to assets should reasonably reflect their estimated fair value. Income tax should be considered a liability if the obligation to pay it is outstanding at the time of the distribution of the security;
- (n) “**related liabilities**” means:
  - (i) liabilities incurred or assumed for the purpose of financing the acquisition or ownership of financial assets;  
or
  - (ii) liabilities that are secured by financial assets;
- (o) “**Schedule III bank**” means an authorized foreign bank named in Schedule III of the *Bank Act* (Canada);
- (p) “**spouse**” means an individual who:
  - (i) is married to another individual and is not living separate and apart within the meaning of the *Divorce Act* (Canada), from the other individual;
  - (ii) is living with another individual in a marriage-like relationship, including a marriage-like relationship between individuals of the same gender; or
  - (iii) in Alberta, is an individual referred to in paragraph (i) or (ii) immediately above or is an adult interdependent partner within the meaning of the *Adult Interdependent Relationships Act* (Alberta); and
- (q) “**subsidiary**” means an issuer that is controlled directly or indirectly by another issuer and includes a subsidiary of that subsidiary.

**All monetary references are in Canadian Dollars**

APPENDIX I  
TO CANADIAN ACCREDITED INVESTOR CERTIFICATE  
FORM 45-106F9

*Form For Individual Accredited Investors*

<p><b>WARNING!</b></p> <p><b>This investment is risky. Don't invest unless you can afford to lose all the money you pay for this investment.</b></p>
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<p><b>SECTION 1 TO BE COMPLETED BY ISSUER OR SELLING SECURITY HOLDER</b></p>
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<p><b>1. About your investment</b></p>	
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<p>Type of securities: Common Shares</p>	<p>Issuer: Deploy Technologies Inc.</p>
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<p><b>SECTIONS 2 TO 4 TO BE COMPLETED BY THE PURCHASER</b></p>
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<p><b>2. Risk acknowledgement</b></p>	
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<p>This investment is risky. Initial that you understand that:</p>	<p><b>Your initials</b></p>
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<p><b>Risk of loss</b> – You could lose your entire investment of \$_____.</p>	
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<p><b>Liquidity risk</b> – You may not be able to sell your investment quickly – or at all.</p>	
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<p><b>Lack of information</b> – You may receive little or no information about your investment.</p>	
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<p><b>Lack of advice</b> – You may not receive advice from the salesperson about whether this investment is suitable for you unless the salesperson is registered. The salesperson is the person who meets with, or provides information to, you about making this investment. To check whether the salesperson is registered, go to <a href="http://www.aretheyregistered.ca">www.aretheyregistered.ca</a>.</p>	
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<p><b>3. Accredited investor status</b></p>	
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<p>You must meet at least <b>one</b> of the following criteria to be able to make this investment. Initial the statement that applies to you. (You may initial more than one statement.) The person identified in section 6 is responsible for ensuring that you meet the definition of accredited investor. That person, or the salesperson identified in section 5, can help you if you have questions about whether you meet these criteria.</p>	<p><b>Your initials</b></p>
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<ul style="list-style-type: none"> <li>• Your net income before taxes was more than \$200,000 in each for the 2 most recent calendar years, and you expect it to be more than \$200,000 in the current calendar year. (You can find your net income before taxes on your personal income tax return.)</li> </ul>	
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<ul style="list-style-type: none"> <li>• Your net income before taxes combined with your spouse's was more than \$300,000 in each of the 2 most recent calendar years, and you expect your combined net income before taxes to be more than \$300,000 in the current calendar year.</li> </ul>	
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<ul style="list-style-type: none"> <li>• Either alone or with your spouse, you own more than \$1 million in cash and securities, after subtracting any debt related to the case and securities.</li> </ul>	
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<ul style="list-style-type: none"> <li>• Either alone or with your spouse, you may have net assets worth more than \$5 million. (Your</li> </ul>	
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net assets are your total assets (including real estate) minus your total debt.)

#### 4. Your name and signature

By signing this form, you confirm that you have read this form and you understand the risks of making this investment as identified in this form.

First and last name (please print):

Signature:

Date:

#### SECTION 5 TO BE COMPLETED BY SALESPERSON

#### 5. Salesperson information

*[Instruction: The salesperson is the person who meets with, or provides information to, the purchaser with respect to making this investment. That could include a representative of the issuer or selling security holder, a registrant or a person who is exempt from the registration requirement.]*

First and last name of salesperson (please print):

Telephone:

Email:

Name of firm (if registered):

#### SECTION 6 TO BE COMPLETED BY THE ISSUER OR SELLING SECURITY HOLDER

#### 6. For more information about this investment

Deploy Technologies Inc.  
750 – 1095 West Pender Street  
Vancouver, British Columbia, V6E 2M6

Attention: Darren Tindale, Chief Financial Officer

Fax: 

**For more information about prospectus exemptions, contact your local securities regulator. You can find contact information at [www.securities-administrators.ca](http://www.securities-administrators.ca)**

## APPENDIX II

### TO TO CANADIAN ACCREDITED INVESTOR CERTIFICATE

#### ACCREDITED INVESTOR QUESTIONNAIRE

TO: Deploy Technologies Inc. (the “**Company**”)

In connection with the purchase of common shares (the “**Securities**”) of the Company by the undersigned subscriber or, if applicable, the disclosed principal on whose behalf the undersigned is purchasing as agent (the “**Subscriber**”) for the purposes of this Certificate, the Subscriber is required to complete this questionnaire (the “**Questionnaire**”).

The Questionnaire is being distributed to the Subscriber by the Company, to enable the Company to determine whether the Subscriber is qualified to invest in the Securities. In order to qualify under the Accredited Investor prospectus exemption set out in Section 2.3 of National Instrument 45-106 – *Prospectus Exemptions* of the Canadian Securities Administrators (“**NI 45-106**”), the Subscriber must be an “accredited investor” (as that term is defined in Section 1.1 of NI 45-106, and in Ontario, as defined in Section 73.3 of the *Securities Act* (Ontario) as supplemented by the definition in NI 45-1060.

The Subscriber understands that the Company and its counsel are relying upon the accuracy and completeness of the information provided in the Questionnaire in order to determine whether the Subscriber qualifies for the accredited investor prospectus exemption in compliance with NI 45-106 or Section 73.3 of the *Securities Act* (Ontario). The Subscriber agrees to indemnify and hold harmless the Company, their respective directors, officers, shareholders, representatives and agents, and any person who controls any of the foregoing, against any and all loss, liability, claim, damage and expense (including attorneys’ fees) arising out of or based upon any misstatement or omission in the information provided in the Questionnaire.

ACCORDINGLY, THE SUBSCRIBER IS OBLIGATED TO READ THE QUESTIONNAIRE CAREFULLY AND TO ANSWER THE ITEMS CONTAINED HEREIN COMPLETELY AND ACCURATELY.

ALL INFORMATION CONTAINED IN THE QUESTIONNAIRE WILL BE TREATED CONFIDENTIALLY. However, the Subscriber understands and agrees that the Company may present, upon giving prior notice to the Subscriber, the Questionnaire to such parties as the Company deems appropriate if called upon to establish that the issuance of the Securities is exempt from the prospectus requirements in accordance with the accredited investor prospectus exemption; provided, however, that the Company need not give prior notice to the Subscriber of its presentation of the Questionnaire to the Company’s regularly employed legal, accounting and financial advisors.

The Subscriber understands that this Questionnaire is merely a request for information and is not an offer to sell, a solicitation of an offer to buy, or a sale of the Securities. The Subscriber also understands that the Subscriber may be required to furnish additional information.

PLEASE NOTE THE FOLLOWING INSTRUCTIONS BEFORE COMPLETING THIS SUBSCRIBER QUESTIONNAIRE.

Unless instructed otherwise, the Subscriber must answer each question on the Questionnaire. If the answer to a particular question is “None” or “Not Applicable,” please so state. If the Questionnaire does not provide sufficient space to answer a question, please attach a separate schedule to your executed Questionnaire that indicates which question is being answered thereon. Persons having questions concerning any of the information requested in this Questionnaire should consult with their purchaser representative or representatives, lawyer, accountant or broker or may call the Company at 604.681.0084 or email darylmrebeck@gmail.com.

One signed and dated copy of the Questionnaire should be returned with the Share Exchange Agreement to which the Questionnaire is attached to the Company at:

Attention: Darren Tindale, Chief Financial Officer  
**Deploy Technologies Inc., 750 – 1095 West Pender Street**  
**Vancouver, British Columbia, V6E 2M6**

The other copy should be retained for the Subscriber’s files.



## 1. Personal Data

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Email for notice and correspondence: \_\_\_\_\_

## 2. Employment and Business Experience

Present occupation: \_\_\_\_\_

Do you own your own business or are you otherwise employed? \_\_\_\_\_

Name and type of business employed by or owned: \_\_\_\_\_

Present title or position: \_\_\_\_\_

Do you have any professional licenses or registrations, including bar admissions, accounting certificates, real estate brokerage licenses, dealer registration, advisor registration or investment fund manager registration?

Yes: \_\_\_\_\_ No: \_\_\_\_\_

If yes, please list such licenses or registrations, the date(s) you received the same, and whether they are in good standing:

## 3. Financial Information

### Your annual net income before taxes (all sources):

Most recent calendar year:  Less than \$49,999  \$50,000 – \$99,999  \$100,000 - \$149,999  \$150,000 – \$199,999  \$200,000 – \$299,000  \$300,000 – \$399,999  \$400,000 – \$500,000  Greater than \$500,000

Prior calendar year:  Less than \$49,999  \$50,000 – \$99,999  \$100,000 - \$149,999  \$150,000 – \$199,999  \$200,000 – \$299,000  \$300,000 – \$399,999  \$400,000 – \$500,000  Greater than \$500,000

### Your spouse's annual net income before taxes (all sources):

Most recent calendar year:  Less than \$49,999  \$50,000 – \$99,999  \$100,000 - \$149,999  \$150,000 – \$199,999  \$200,000 – \$299,000  \$300,000 – \$399,999  \$400,000 – \$500,000  Greater than \$500,000

Prior calendar year:  Less than \$49,999  \$50,000 – \$99,999  \$100,000 - \$149,999  \$150,000 – \$199,999  \$200,000 – \$299,000  \$300,000 – \$399,999  \$400,000 – \$500,000  Greater than \$500,000

**Your estimated financial assets net of related liabilities:**

- Less than \$249,999
- \$250,000 – \$499,999
- \$500,000 - \$749,999
- \$750,000 - \$1,000,000
- \$1,000,001 - \$3,000,000
- \$3,000,001 - \$5,000,000
- Greater than \$5 million

Briefly describe the nature of your financial assets:

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**Your spouse’s estimated financial assets net of related liabilities:**

- Less than \$249,999
- \$250,000 – \$499,999
- \$500,000 - \$749,999
- \$750,000 - \$1,000,000
- Greater than \$1 million

Briefly describe the nature of your spouse’s financial assets:

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“*financial assets*” means cash, securities or a contract of insurance, a deposit or evidence of deposit that is not a security for the purposes of securities legislation. These financial assets are generally liquid or relatively easy to liquidate. The value of a purchaser’s personal residence would not be included in a calculation of financial assets.

“*related liabilities*” means: (i) liabilities incurred or assumed for the purpose of financing the acquisition or ownership of financial assets; or (ii) liabilities that are secured by financial assets.

**Your estimated total net assets:**

- Less than \$499,999
- \$500,000 – \$999,999
- \$1,000,000 - \$1,999,999
- \$2,000,000 - \$2,999,999
- \$3,000,000 - \$3,999,999
- \$4,000,000 - \$4,999,999
- \$5 million or more

Briefly describe the nature of your net assets:

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**Your spouse’s estimated total net assets:**

- Less than \$499,999
- \$500,000 – \$999,999
- \$1,000,000 - \$1,999,999
- \$2,000,000 - \$2,999,999
- \$3,000,000 - \$3,999,999
- \$4,000,000 - \$4,999,999
- \$5 million or more

Briefly describe the nature of your spouse’s net assets:

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“*net assets*” means all of the subscriber’s total assets minus all of the subscriber’s total liabilities, and those of the subscriber’s spouse if the subscriber’s spouse’s total net assets are being included to satisfy category (l) of the accredited investor definition. Accordingly, for the purposes of the net asset test, the calculation of total assets would include the value of a subscriber’s personal residence and the calculation of total liabilities would include the amount of any liability (such as a mortgage) in respect of the subscriber’s personal residence. To calculate a subscriber’s net assets, subtract the subscriber’s total liabilities from the subscriber’s total assets (including real estate). The value attributed to assets should reasonably reflect their estimated fair value. Income tax should be considered a liability if the obligation to pay it is outstanding at the time of the distribution of the security.

[Signature page follows]

**Subscriber's Signature**

\_\_\_\_\_

Name: (Please type or print)

\_\_\_\_\_

Signature

Date: \_\_\_\_\_

**Spouse's Signature (if applicable)**

\_\_\_\_\_

Name: (Please type or print)

\_\_\_\_\_

Signature

Date: \_\_\_\_\_

**SCHEDULE R TO THE AGREEMENT  
MADE AMONG NMG, THE NMG MEMBERS,  
DEPLOY AND NEVADACO**

U.S. Representation Letter for U.S. Placees

**TO: DEPLOY TECHNOLOGIES, INC. (“Deploy”)**

**RE: ACQUISITION OF SECURITIES OF DEPLOY PURSUANT TO SHARE EXCHANGE AGREEMENT (the “Securities”)**

Capitalized terms not specifically defined in this certification have the meaning ascribed to them in the Share Exchange Agreement to which this Schedule is attached. In the event of a conflict between the terms of this certification and such Share Exchange Agreement, the terms of this certification shall prevail.

In addition to the covenants, representations and warranties contained in the Share Exchange Agreement to which this Schedule is attached, the undersigned (the “**U.S. Placee**”) covenants, represents and warrants to Deploy that:

- (a) It has such knowledge, skill and experience in financial, investment and business matters as to be capable of evaluating the merits and risks of an investment in the Securities and it is able to bear the economic risk of loss of its entire investment. To the extent necessary, the U.S. Placee has retained, at his or her own expense, and relied upon, appropriate professional advice regarding the investment, tax and legal merits and consequences of the Share Exchange Agreement and owning the Securities.
- (b) Deploy has provided to it the opportunity to ask questions and receive answers concerning the terms and conditions of the offering and it has had access to such information concerning Deploy as it has considered necessary or appropriate in connection with its investment decision to acquire the Securities, including access to Deploy’s public filings available on the Internet at [www.sedar.com](http://www.sedar.com), and that any answers to questions and any request for information have been complied with to the U.S. Placee’s satisfaction.
- (c) It is acquiring the Securities for its own account, for investment purposes only and not with a view to any resale or distribution and, in particular, it has no intention to distribute either directly or indirectly the Securities in the United States or to, or for the account or benefit of, a U.S. Person or a person in the United States; provided, however, that this paragraph shall not restrict the U.S. Placee from selling or otherwise disposing of the Securities pursuant to registration thereof pursuant to the U.S. Securities Act and any applicable state securities laws or under an available exemption from such registration requirements.
- (d) The address of the U.S. Placee set out in the signature block below is the true and correct principal address of the U.S. Placee and can be relied on by Deploy for the purposes of state blue-sky laws and the U.S. Placee has not been formed for the specific purpose of purchasing the Securities.
- (e) It understands (i) the Securities have not been and will not be registered under the U.S. Securities Act or the securities laws of any state of the United States; and (ii) the offer and sale contemplated hereby is being made in reliance on an exemption from such registration requirements in reliance on Rule 506(b) of Regulation D of the U.S. Securities Act.

- (f) The U.S. Placee is an “accredited investor” as defined in Rule 501(a) of Regulation D of the U.S. Securities Act by virtue of meeting one of the following criteria set forth in Appendix A hereto **(please hand-write your initials on the appropriate lines on Appendix A)**, which Appendix A forms an integral part hereof.
- (g) The U.S. Placee has not purchased the Securities as a result of any form of “general solicitation” or “general advertising” (as those terms are used in Regulation D under the U.S. Securities Act), including advertisements, articles, press releases, notices or other communications published in any newspaper, magazine or similar media or on the Internet, or broadcast over radio or television, or the Internet or other form of telecommunications, including electronic display, or any seminar or meeting whose attendees have been invited by general solicitation or general advertising.
- (h) It acknowledges that the Securities will be “restricted securities”, as such term is defined in Rule 144(a)(3) under the U.S. Securities Act, and may not be offered, sold, pledged, or otherwise transferred, directly or indirectly, without prior registration under the U.S. Securities Act and applicable state securities laws, and it agrees that if it decides to offer, sell, pledge or otherwise transfer, directly or indirectly, any of the Securities, it will not offer, sell or otherwise transfer, directly or indirectly, the Securities except:
- (i) to Deploy;
  - (ii) outside the United States in an “offshore transactions” meeting the requirements of Rule 904 of Regulation S under the U.S. Securities Act, if available, and in compliance with applicable local laws and regulations;
  - (iii) in compliance with the exemption from the registration requirements under the U.S. Securities Act provided by Rule 144 thereunder, if available, and in accordance with any applicable state securities or “blue sky” laws; or
  - (iv) in a transaction that does not require registration under the U.S. Securities Act or any applicable state securities laws governing the offer and sale of securities,
- and, in the case of each of (iii) and (iv) above, it has prior to such sale furnished to Deploy an opinion of counsel in form and substance reasonably satisfactory to Deploy stating that such transaction is exempt from registration under applicable securities laws and that the legend referred to in paragraph (k) below may be removed.
- (i) It understands and agrees that the Securities may not be acquired in the United States or by a U.S. Person or on behalf of, or for the account or benefit of, a U.S. Person or a person in the United States unless registered under the U.S. Securities Act and any applicable state securities laws or unless an exemption from such registration requirements is available.
- (j) It acknowledges that it has not purchased the Securities as a result of, and will not itself engage in, any “directed selling efforts” (as defined in Regulation S under the U.S. Securities Act) in the United States in respect of the Securities which would include any activities undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for the resale of the Securities.
- (k) The certificates representing the Securities issued hereunder, as well as all certificates issued in exchange for or in substitution of the foregoing, until such time as the same is no longer required under the applicable requirements of the U.S. Securities Act or applicable state securities laws and regulations, will bear, on the face of such certificate, the following legend:

“THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “U.S. SECURITIES ACT”), OR APPLICABLE STATE SECURITIES LAWS. THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE U.S. SECURITIES ACT AND IN ACCORDANCE WITH ANY APPLICABLE STATE SECURITIES LAWS, OR PURSUANT TO AN EXEMPTION OR EXCLUSION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT AND ANY APPLICABLE STATE SECURITIES LAWS.”

- (l) It understands and agrees that there may be material tax consequences to the U.S. Placee of an acquisition, holding or disposition of any of the Securities. Deploy gives no opinion and makes no representation with respect to the tax consequences to the U.S. Placee under United States, state, local or foreign tax law of the undersigned’s acquisition, holding or disposition of such Securities.
- (m) It consents to Deploy making a notation on its records or giving instructions to any transfer agent of Deploy in order to implement the restrictions on transfer set forth and described in this certification and the Share Exchange Agreement.
- (n) It understands and agrees that the financial statements of Deploy have been prepared in accordance with International Financial Reporting Standards and therefore may be materially different from financial statements prepared under U.S. generally accepted accounting principles and therefore may not be comparable to financial statements of United States companies.
- (o) It understands that Deploy does not have any obligation to register the Securities under the U.S. Securities Act or any applicable state securities or “blue-sky” laws. Accordingly, the U.S. Placee understands that absent registration, it may be required to hold the Securities until resales under the Rule 144 safeharbor is available. As a consequence, the U.S. Placee understands it must bear the economic risks of the investment in the Securities until the resale safeharbor under Rule 144 is available.

The foregoing representations contained in this certificate are true and accurate as of the date of this certificate and will be true and accurate as of the Time of Closing. If any such representations shall not be true and accurate prior to the Time of Closing, the undersigned shall give immediate written notice of such fact to Deploy prior to the Time of Closing.

**ONLY U.S. PLACEES NEED COMPLETE AND SIGN**

Dated \_\_\_\_\_ 2017.

**X** \_\_\_\_\_  
Signature of individual (if U.S. Placee **is** an individual)

**X** \_\_\_\_\_  
Authorized signatory (if U.S. Placee is **not** an individual)

\_\_\_\_\_  
Name of U.S. Placee (**please print**)

\_\_\_\_\_  
Address of U.S. Placee (**please print**)

\_\_\_\_\_  
Name of authorized signatory (**please print**)

\_\_\_\_\_  
Official capacity of authorized signatory (**please print**)

## Appendix "A" to

### U.S. Representation Letter for U.S. Placees

#### **To be completed by U.S. Placees that are U.S. Accredited Investors**

In addition to the covenants, representations and warranties contained in the Share Exchange Agreement and the Schedule R to which this Appendix is attached, the undersigned (the "U.S. Placee") covenants, represents and warrants to Deploy that the U.S. Placee is an "accredited investor" as defined in Rule 501(a) of Regulation D of the U.S. Securities Act by virtue of meeting one of the following criteria **(please hand-write your initials on the appropriate lines)**:

1. Any bank as defined in Section 3(a)(2) of the United States Securities Act of 1933, as amended (the "U.S. Securities Act"), or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the U.S. Securities Act whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the U.S. Securities Exchange Act of 1934; any insurance company as defined in Section 2(a)(13) of the U.S. Securities Act; any investment company registered under the U.S. Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the U.S. Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of US\$5,000,000; any employee benefit plan within the meaning of the U.S. *Employee Retirement Income Security Act of 1974* if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of US\$5,000,000, or, if a self-directed plan, with investment decisions made solely by persons that are "accredited investors" (as such term is defined in Rule 501 of Regulation D of the U.S. Securities Act);  
Initials \_\_\_\_\_
2. Any private business development company as defined in Section 202(a)(22) of the U.S. *Investment Advisers Act of 1940*;  
Initials \_\_\_\_\_
3. Any organization described in Section 501(c)(3) of the U.S. *Internal Revenue Code*, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of US\$5,000,000;  
Initials \_\_\_\_\_
4. Any trust with total assets in excess of US\$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person (being defined as a person who has such knowledge and experience in financial and business matters that he or she is capable of evaluating the merits and risks of the prospective investment);  
Initials \_\_\_\_\_



5. Initials \_\_\_\_\_ A natural person whose individual net worth, or joint net worth with that person's spouse, at the time of purchase, exceeds US\$1,000,000 (for the purposes of calculating net worth),
- (i) the person's primary residence shall not be included as an asset;
  - (ii) indebtedness that is secured by the person's primary residence, up to the estimated fair market value of the primary residence at the time of this certification, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of this certification exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability); and
  - (iii) indebtedness that is secured by the person's primary residence in excess of the estimated fair market value of the primary residence shall be included as a liability;
6. Initials \_\_\_\_\_ A natural person who had annual gross income during each of the last two full calendar years in excess of US\$200,000 (or together with his or her spouse in excess of US\$300,000) and reasonably expects to have annual gross income in excess of US\$200,000 (or together with his or her spouse in excess of US\$300,000) during the current calendar year, and no reason to believe that his or her annual gross income will not remain in excess of US\$200,000 (or that together with his or her spouse will not remain in excess of US\$300,000) for the foreseeable future;
7. Initials \_\_\_\_\_ Any director or executive officer of Deploy; or
8. Initials \_\_\_\_\_ Any entity in which all of the equity owners meet the requirements of at least one of the above categories – ***if this category is selected, you must identify each equity owner and provide statements from each demonstrating how they qualify as an accredited investor.***

**ONLY U.S. PLACEES WHO ARE ACCREDITED INVESTORS NEED TO COMPLETE AND SIGN**

Dated \_\_\_\_\_ 2017.

**X** \_\_\_\_\_  
Signature of individual (if U.S. Placee **is** an individual)

**X** \_\_\_\_\_  
Authorized signatory (if U.S. Placee is **not** an individual)

\_\_\_\_\_  
Name of U.S. Placee (**please print**)

\_\_\_\_\_  
Address of U.S. Placee (**please print**)

\_\_\_\_\_  
Name of authorized signatory (**please print**)

\_\_\_\_\_  
Official capacity of authorized signatory (**please print**)

**SCHEDULE S TO THE AGREEMENT  
MADE AMONG NMG, THE NMG MEMBERS,  
DEPLOY AND NEVADACO**

Promissory Note to KAJ Universal Real Estate Investments, LLC

**PROMISSORY NOTE**

**(Balloon Payment Required)**

**\$490,000.00**

FOR VALUE RECEIVED **Deploy Technologies, Inc.**, a Nevada public corporation, (the “Borrower”), promises to pay to **KAJ Universal Real Estate Investments, LLC**, a Nevada limited liability company, (the “Lender”), or to its order, as of \_\_\_\_\_, 2017 (the “Effective Date”), in lawful money of the United States of America, in cash or immediately available funds acceptable to the holder thereof, the principal sum of **Four Hundred Ninety Thousand Dollars (US \$490,000.00)** (the “Principal”), in accordance with the terms, conditions and provisions hereinafter set forth in this Promissory Note (the “Note”).

**PAYMENT PLAN.** No monthly payments shall be due under the Note.

**INTEREST RATE.** No interest shall accrue on the Principal.

**MATURITY DATE.** The entire unpaid principal balance, together with all unpaid fees, shall be due and payable in full at the earlier of (i) fifteen (15) months from the Effective Date or (ii) if an equity or debt financing of Borrower subsequent to the Concurrent Financing (as defined in that certain Share Exchange Agreement of even date herewith between, among others, Borrower and Lender (the “Agreement”)) is closed in an aggregate amount of not less than **Five Million Dollars (US \$5,000,000)**, then within thirty (30) days of the closing date of such subsequent financing (the “Maturity Date”). In the event that Borrower does not pay this Note in full on the Maturity Date then, as of said Maturity Date and thereafter until paid in full, interest on the outstanding principal balance hereunder shall accrue at the Default Rate, as defined below.

**APPLICATION OF PAYMENTS.** All payments received by Lender from or on the account of Borrower due hereunder shall be applied by Lender as follows:

First: To pay any and all fees, late fees or other charges due, owing, and/or accrued; and

Second: Payment toward the outstanding principal balance on this Note.

**OFFSETS OR DEDUCTIONS.** All payments under the Note shall be made by Borrower without any offset, decrease, reduction or deduction of any kind or nature whatsoever, including, but not limited to, any decrease, reduction or deduction for, or on account of, any offset, withholdings, present or future taxes, present or future reserves, imposts or duties of any kind or nature that are imposed or levied by or on behalf of any government and/or taxing agency, body or authority by or for any municipality, state, or nation.

**COLLATERAL.** This Note shall be secured by a senior priority interest in all of Borrower’s assets, all of the assets of **DEP Nevada Inc.**, a Nevada Corporation (“DEP”), and all of the assets of **Nevada Medical Group LLC**, a Nevada limited liability company (“NMG”),

including all real property, fixtures, furnishings, machinery, equipment, and other personal property of Borrower, DEP, and NMG (the “Collateral”). Borrower, DEP, and NMG hereby acknowledge that Lender may file financing statements (including, but not limited to, a UCC-1 financing statement) in the United States, to perfect its security interest in the Collateral. In the event of the occurrence of any event of Default, as hereinafter defined, and such event of Default continues for a period of ten (10) calendar days after written notice by Lender of such event of Default, with respect to the jurisdiction of the United States, Lender shall be authorized to execute on its recorded UCC-1 financing statement, including repossession of the Collateral. Lender shall deduct all amounts recovered from the sale of the Collateral from the Principal balance and any interest, fees, and other charges due hereunder.

**DEFAULT.** Any one or more of the following events or occurrences shall constitute a default under this Note (hereinafter “Default”):

- 1) Any payment due hereunder is not received within ten (10) days of the due date thereof, except for the payment due at the Maturity Date;
- 2) Borrower commits a default as specified in any other obligation of Borrower owing to Lender pursuant to the Agreement or any other agreement between Borrower and Lender;
- 3) A petition or action for relief shall be filed by or against Borrower, DEP, and/or any guarantors of this Note, pursuant to Federal Bankruptcy Code (Title 11 U.S. Codes) in effect from time to time, or under any other law relating to bankruptcy, insolvency, reorganization, moratorium, creditor composition, arrangement or other relief from debts; the appointment of a receiver, assignee for the benefit of creditors, trustee, custodian or liquidator of or for any property of Borrower or any such guarantor; or upon the death, incapacity, insolvency, dissolution, or termination of the business of Borrower or any such guarantor;
- 4) Payment of the Principal balance, together with all penalties, fees, or other charges, is not made in full by 5:00 P.M. (PST) on the Maturity Date; or
- 5) Borrower defaults under any of the other Promissory Notes (as defined in the Agreement).

**DEFAULT RATE.** From and after the occurrence of any Default in this Note, and until such Default has been cured, all outstanding amounts under this Note (including, but not limited to, interest and late charges) shall bear interest at a rate of TEN PERCENT (10%) annually (the “Default Rate”).

**RIGHTS OF LENDER ON DEFAULT.** Upon the occurrence of any Default, Borrower shall be entitled to exercise any on or more of the following remedies without notice or demand:

- 1) To accelerate and declare the entire unpaid balance then due and payable under this Note to be immediately due and payable, even though the time of maturity as expressed herein shall not have arrived.
- 2) To foreclose upon the Collateral pursuant to this Note and the Agreement; and
- 3) To exercise any other right or remedy permitted by law.

**PREPAYMENT.** Borrower may prepay all or any portion of the principal amount of this Note without penalty.

**WAIVERS.** Borrower hereby waive presentment, dishonor, notice of dishonor, protest, notice of protest, and the right to plead any statute of limitations, as a defense to the repayment of all or any portion of this Note, and interest thereon, to the fullest extent allowed by law. No delay, omission and/or failure on the part of Lender in exercising any right and/or remedy hereunder shall operate as a waiver of such right and/or remedy or of any right and/or remedy of Lender.

**ATTORNEYS' FEES.** In the event Lender is required to take legal action to enforce the terms of this Note due to an event of Default of Borrower, Lender shall be entitled to reimbursement for reasonable costs incurred to enforce the terms of the Note, including attorney fees and other costs paid in the investigation, defense, and settlement in connection with, arising out of, or resulting from Borrower's event of Default.

**LEGAL PROCEEDINGS.** This Note shall be governed by and construed exclusively in accordance with the laws of the State of Nevada, applicable to a contract executed and performed exclusively in such state, without giving effect to the conflicts of laws principles thereof. Borrower irrevocably consents that any legal action or proceeding against it with respect to this Note shall be brought exclusively in any state or federal court in Clark County, Nevada, and by the execution and delivery of this Note Borrower hereby accepts with regard to any such action or proceeding for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts.

**ASSIGNMENT.** Lender may assign Lender's rights under this Note, in whole or in part, to any other person or entity, by providing advance written notice to Borrower. Neither Borrower, DEP, nor NMG may not assign its obligations hereunder without the prior written consent of Lender, which may be withheld in its sole discretion.

**AMENDMENT.** This Note may be amended, changed, modified, terminated and/or canceled only by a written agreement signed by Borrower, Lender, DEP, and NMG.

**AUTHORITY.** Borrower, and each person executing this Note on Borrower's behalf, hereby represents and warrants to Lender that, by its execution below, Borrower has the full power, authority and legal right to execute and deliver this Note and that the indebtedness evidence hereby constitutes a valid and binding obligation of Borrower without exception or limitation. NMG, and each person executing this Note on NMG's behalf, hereby represents and

warrants to Lender that, by its execution below, NMG has the full power, authority and legal right to execute and deliver this Note and that NMG's obligations hereunder constitute valid and binding obligations of NMG without exception or limitation. DEP, and each person executing this Note on DEP's behalf, hereby represents and warrants to Lender that, by its execution below, DEP has the full power, authority and legal right to execute and deliver this Note and that DEP's obligations hereunder constitute valid and binding obligations of DEP without exception or limitation.

**NOTICE.** Any notice, request, demand, waiver, consent, approval or other communication which is required or permitted hereunder shall be in writing and shall be deemed given only if delivered personally, sent by facsimile, or sent by registered mail, return receipt requested, to the parties as follows:

If to Borrower:

Deploy Technologies Inc.  
750 – 1095 West Pender Street  
Vancouver, BC, Canada v6E 2M6

If to Lender:

KAJ Universal Real Estate Investments, LLC



*Removed personal contact information*

If to NMG:

Nevada Medical Group LLC  
750 – 1095 West Pender Street  
Vancouver, BC, Canada v6E 2M6

If to DEP:

DEP Nevada  
750 – 1095 West Pender Street  
Vancouver, BC, Canada v6E 2M6

[Signatures on following page]

**IN WITNESS WHEREOF**, the parties have executed this Note on the day and year first above written.

**BORROWER:**

**Deploy Technologies, Inc.**,  
a Nevada public corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**LENDER:**

**KAJ Universal Real Estate Investments, LLC**,  
a Nevada limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**OTHER PARTIES:**

**NMG:**

**Nevada Medical Group LLC**,  
a Nevada limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**DEP:**

**DEP Nevada**,  
a Nevada corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**SCHEDULE T TO THE AGREEMENT  
MADE AMONG NMG, THE NMG MEMBERS,  
DEPLOY AND NEVADACO**

Promissory Note to SW Fort Apache, LLC

## PROMISSORY NOTE

### **(Balloon Payment Required)**

**\$490,000.00**

FOR VALUE RECEIVED **Deploy Technologies, Inc.**, a Nevada public corporation, (the “Borrower”), promises to pay to **SW Fort Apache, LLC**, a Nevada limited liability company (the “Lender”), or to its order, as of \_\_\_\_\_, 2017 (the “Effective Date”), in lawful money of the United States of America, in cash or immediately available funds acceptable to the holder thereof, the principal sum of **Four Hundred Ninety Thousand Dollars (US \$490,000.00)** (the “Principal”), in accordance with the terms, conditions and provisions hereinafter set forth in this Promissory Note (the “Note”).

**PAYMENT PLAN.** No monthly payments shall be due under the Note.

**INTEREST RATE.** No interest shall accrue on the Principal.

**MATURITY DATE.** The entire unpaid principal balance, together with all unpaid fees, shall be due and payable in full at the earlier of (i) fifteen (15) months from the Effective Date or (ii) if an equity or debt financing of Borrower subsequent to the Concurrent Financing (as defined in that certain Share Exchange Agreement of even date herewith between, among others, Borrower and Lender (the “Agreement”)) is closed in an aggregate amount of not less than **Five Million Dollars (US \$5,000,000)**, then within thirty (30) days of the closing date of such subsequent financing (the “Maturity Date”). In the event that Borrower does not pay this Note in full on the Maturity Date then, as of said Maturity Date and thereafter until paid in full, interest on the outstanding principal balance hereunder shall accrue at the Default Rate, as defined below.

**APPLICATION OF PAYMENTS.** All payments received by Lender from or on the account of Borrower due hereunder shall be applied by Lender as follows:

First: To pay any and all fees, late fees or other charges due, owing, and/or accrued; and

Second: Payment toward the outstanding principal balance on this Note.

**OFFSETS OR DEDUCTIONS.** All payments under the Note shall be made by Borrower without any offset, decrease, reduction or deduction of any kind or nature whatsoever, including, but not limited to, any decrease, reduction or deduction for, or on account of, any offset, withholdings, present or future taxes, present or future reserves, imposts or duties of any kind or nature that are imposed or levied by or on behalf of any government and/or taxing agency, body or authority by or for any municipality, state, or nation.

**COLLATERAL.** This Note shall be secured by a senior priority interest in all of Borrower’s assets, all of the assets of **DEP Nevada Inc.**, a Nevada Corporation (“DEP”), and all of the assets of **Nevada Medical Group LLC**, a Nevada limited liability company (“NMG”),

including all real property, fixtures, furnishings, machinery, equipment, and other personal property of Borrower, DEP, and NMG (the “Collateral”). Borrower, DEP, and NMG hereby acknowledge that Lender may file financing statements (including, but not limited to, a UCC-1 financing statement) in the United States, to perfect its security interest in the Collateral. In the event of the occurrence of any event of Default, as hereinafter defined, and such event of Default continues for a period of ten (10) calendar days after written notice by Lender of such event of Default, with respect to the jurisdiction of the United States, Lender shall be authorized to execute on its recorded UCC-1 financing statement, including repossession of the Collateral. Lender shall deduct all amounts recovered from the sale of the Collateral from the Principal balance and any interest, fees, and other charges due hereunder.

**DEFAULT.** Any one or more of the following events or occurrences shall constitute a default under this Note (hereinafter “Default”):

- 1) Any payment due hereunder is not received within ten (10) days of the due date thereof, except for the payment due at the Maturity Date;
- 2) Borrower commits a default as specified in any other obligation of Borrower owing to Lender pursuant to the Agreement or any other agreement between Borrower and Lender;
- 3) A petition or action for relief shall be filed by or against Borrower or DEP, and/or any guarantors of this Note, pursuant to Federal Bankruptcy Code (Title 11 U.S. Codes) in effect from time to time, or under any other law relating to bankruptcy, insolvency, reorganization, moratorium, creditor composition, arrangement or other relief from debts; the appointment of a receiver, assignee for the benefit of creditors, trustee, custodian or liquidator of or for any property of Borrower or any such guarantor; or upon the death, incapacity, insolvency, dissolution, or termination of the business of Borrower or any such guarantor;
- 4) Payment of the Principal balance, together with all penalties, fees, or other charges, is not made in full by 5:00 P.M. (PST) on the Maturity Date; or
- 5) Borrower defaults under any of the other Promissory Notes (as defined in the Agreement).

**DEFAULT RATE.** From and after the occurrence of any Default in this Note, and until such Default has been cured, all outstanding amounts under this Note (including, but not limited to, interest and late charges) shall bear interest at a rate of TEN PERCENT (10%) annually (the “Default Rate”).

**RIGHTS OF LENDER ON DEFAULT.** Upon the occurrence of any Default, Borrower shall be entitled to exercise any on or more of the following remedies without notice or demand:

- 1) To accelerate and declare the entire unpaid balance then due and payable under this Note to be immediately due and payable, even though the time of maturity as expressed herein shall not have arrived.
- 2) To foreclose upon the Collateral pursuant to this Note and the Agreement; and
- 3) To exercise any other right or remedy permitted by law.

**PREPAYMENT.** Borrower may prepay all or any portion of the principal amount of this Note without penalty.

**WAIVERS.** Borrower hereby waive presentment, dishonor, notice of dishonor, protest, notice of protest, and the right to plead any statute of limitations, as a defense to the repayment of all or any portion of this Note, and interest thereon, to the fullest extent allowed by law. No delay, omission and/or failure on the part of Lender in exercising any right and/or remedy hereunder shall operate as a waiver of such right and/or remedy or of any right and/or remedy of Lender.

**ATTORNEYS' FEES.** In the event Lender is required to take legal action to enforce the terms of this Note due to an event of Default of Borrower, Lender shall be entitled to reimbursement for reasonable costs incurred to enforce the terms of the Note, including attorney fees and other costs paid in the investigation, defense, and settlement in connection with, arising out of, or resulting from Borrower's event of Default.

**LEGAL PROCEEDINGS.** This Note shall be governed by and construed exclusively in accordance with the laws of the State of Nevada, applicable to a contract executed and performed exclusively in such state, without giving effect to the conflicts of laws principles thereof. Borrower irrevocably consents that any legal action or proceeding against it with respect to this Note shall be brought exclusively in any state or federal court in Clark County, Nevada, and by the execution and delivery of this Note Borrower hereby accepts with regard to any such action or proceeding for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts.

**ASSIGNMENT.** Lender may assign Lender's rights under this Note, in whole or in part, to any other person or entity, by providing advance written notice to Borrower. Neither Borrower, DEP, nor NMG may not assign its obligations hereunder without the prior written consent of Lender, which may be withheld in its sole discretion.

**AMENDMENT.** This Note may be amended, changed, modified, terminated and/or canceled only by a written agreement signed by Borrower, Lender, DEP, and NMG.

**AUTHORITY.** Borrower, and each person executing this Note on Borrower's behalf, hereby represents and warrants to Lender that, by its execution below, Borrower has the full power, authority and legal right to execute and deliver this Note and that the indebtedness evidence hereby constitutes a valid and binding obligation of Borrower without exception or limitation. NMG, and each person executing this Note on NMG's behalf, hereby represents and

warrants to Lender that, by its execution below, NMG has the full power, authority and legal right to execute and deliver this Note and that NMG's obligations hereunder constitute valid and binding obligations of NMG without exception or limitation. DEP, and each person executing this Note on DEP's behalf, hereby represents and warrants to Lender that, by its execution below, DEP has the full power, authority and legal right to execute and deliver this Note and that DEP's obligations hereunder constitute valid and binding obligations of DEP without exception or limitation.

**NOTICE.** Any notice, request, demand, waiver, consent, approval or other communication which is required or permitted hereunder shall be in writing and shall be deemed given only if delivered personally, sent by facsimile, or sent by registered mail, return receipt requested, to the parties as follows:

If to Borrower:

Deploy Technologies Inc.  
750 – 1095 West Pender Street  
Vancouver, BC, Canada v6E 2M6

If to Lender:

SW Fort Apache, LLC



*Removed personal contact information*

If to NMG:

Nevada Medical Group LLC  
750 – 1095 West Pender Street  
Vancouver, BC, Canada v6E 2M6

If to DEP:

DEP Nevada  
750 – 1095 West Pender Street  
Vancouver, BC, Canada v6E 2M6

[Signatures on following page]

**IN WITNESS WHEREOF**, the parties have executed this Note on the day and year first above written.

**BORROWER:**

**Deploy Technologies, Inc.**,  
a Nevada public corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**LENDER:**

**SW Fort Apache, LLC**,  
a Nevada limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**OTHER PARTIES:**

**NMG:**

**Nevada Medical Group LLC**,  
a Nevada limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**DEP:**

**DEP Nevada**,  
a Nevada corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SCHEDULE U TO THE AGREEMENT  
MADE AMONG NMG, THE NMG MEMBERS,  
DEPLOY AND NEVADACO**

Promissory Note to The Rozok Family Trust

**PROMISSORY NOTE**

**(Balloon Payment Required)**

**\$450,000.00**

FOR VALUE RECEIVED **Deploy Technologies, Inc.**, a Nevada public corporation, (the “Borrower”), promises to pay to **The Rozok Family Trust** (the “Lender”), or to its order, as of \_\_\_\_\_, 2017 (the “Effective Date”), in lawful money of the United States of America, in cash or immediately available funds acceptable to the holder thereof, the principal sum of **Four Hundred Fifty Thousand Dollars (US \$450,000.00)** (the “Principal”), in accordance with the terms, conditions and provisions hereinafter set forth in this Promissory Note (the “Note”).

**PAYMENT PLAN.** No monthly payments shall be due under the Note.

**INTEREST RATE.** No interest shall accrue on the Principal.

**MATURITY DATE.** The entire unpaid principal balance, together with all unpaid fees, shall be due and payable in full at the earlier of (i) fifteen (15) months from the Effective Date or (ii) if an equity or debt financing of Borrower subsequent to the Concurrent Financing (as defined in that certain Share Exchange Agreement of even date herewith between, among others, Borrower and Lender (the “Agreement”) is closed in an aggregate amount of not less than **Five Million Dollars (US \$5,000,000)**, then within thirty (30) days of the closing date of such subsequent financing (the “Maturity Date”). In the event that Borrower does not pay this Note in full on the Maturity Date then, as of said Maturity Date and thereafter until paid in full, interest on the outstanding principal balance hereunder shall accrue at the Default Rate, as defined below.

**APPLICATION OF PAYMENTS.** All payments received by Lender from or on the account of Borrower due hereunder shall be applied by Lender as follows:

First: To pay any and all fees, late fees or other charges due, owing, and/or accrued; and

Second: Payment toward the outstanding principal balance on this Note.

**OFFSETS OR DEDUCTIONS.** All payments under the Note shall be made by Borrower without any offset, decrease, reduction or deduction of any kind or nature whatsoever, including, but not limited to, any decrease, reduction or deduction for, or on account of, any offset, withholdings, present or future taxes, present or future reserves, imposts or duties of any kind or nature that are imposed or levied by or on behalf of any government and/or taxing agency, body or authority by or for any municipality, state, or nation.

**COLLATERAL.** This Note shall be secured by a senior priority interest in all of Borrower’s assets, all of the assets of **DEP Nevada Inc.**, a Nevada Corporation (“DEP”), and all of the assets of **Nevada Medical Group LLC**, a Nevada limited liability company (“NMG”), including all real property, fixtures, furnishings, machinery, equipment, and other personal



property of Borrower, DEP, and NMG (the “Collateral”). Borrower, DEP, and NMG hereby acknowledge that Lender may file financing statements (including, but not limited to, a UCC-1 financing statement) in the United States, to perfect its security interest in the Collateral. In the event of the occurrence of any event of Default, as hereinafter defined, and such event of Default continues for a period of ten (10) calendar days after written notice by Lender of such event of Default, with respect to the jurisdiction of the United States, Lender shall be authorized to execute on its recorded UCC-1 financing statement, including repossession of the Collateral. Lender shall deduct all amounts recovered from the sale of the Collateral from the Principal balance and any interest, fees, and other charges due hereunder.

**DEFAULT.** Any one or more of the following events or occurrences shall constitute a default under this Note (hereinafter “Default”):

- 1) Any payment due hereunder is not received within ten (10) days of the due date thereof, except for the payment due at the Maturity Date;
- 2) Borrower commits a default as specified in any other obligation of Borrower owing to Lender pursuant to the Agreement or any other agreement between Borrower and Lender;
- 3) A petition or action for relief shall be filed by or against Borrower or DEP, and/or any guarantors of this Note, pursuant to Federal Bankruptcy Code (Title 11 U.S. Codes) in effect from time to time, or under any other law relating to bankruptcy, insolvency, reorganization, moratorium, creditor composition, arrangement or other relief from debts; the appointment of a receiver, assignee for the benefit of creditors, trustee, custodian or liquidator of or for any property of Borrower or any such guarantor; or upon the death, incapacity, insolvency, dissolution, or termination of the business of Borrower or any such guarantor;
- 4) Payment of the Principal balance, together with all penalties, fees, or other charges, is not made in full by 5:00 P.M. (PST) on the Maturity Date; or
- 5) Borrower defaults under any of the other Promissory Notes (as defined in the Agreement).

**DEFAULT RATE.** From and after the occurrence of any Default in this Note, and until such Default has been cured, all outstanding amounts under this Note (including, but not limited to, interest and late charges) shall bear interest at a rate of TEN PERCENT (10%) annually (the “Default Rate”).

**RIGHTS OF LENDER ON DEFAULT.** Upon the occurrence of any Default, Borrower shall be entitled to exercise any on or more of the following remedies without notice or demand:

- 1) To accelerate and declare the entire unpaid balance then due and payable under this Note to be immediately due and payable, even though the time of maturity as expressed herein shall not have arrived.

- 2) To foreclose upon the Collateral pursuant to this Note and the Agreement; and
- 3) To exercise any other right or remedy permitted by law.

**PREPAYMENT.** Borrower may prepay all or any portion of the principal amount of this Note without penalty.

**WAIVERS.** Borrower hereby waive presentment, dishonor, notice of dishonor, protest, notice of protest, and the right to plead any statute of limitations, as a defense to the repayment of all or any portion of this Note, and interest thereon, to the fullest extent allowed by law. No delay, omission and/or failure on the part of Lender in exercising any right and/or remedy hereunder shall operate as a waiver of such right and/or remedy or of any right and/or remedy of Lender.

**ATTORNEYS' FEES.** In the event Lender is required to take legal action to enforce the terms of this Note due to an event of Default of Borrower, Lender shall be entitled to reimbursement for reasonable costs incurred to enforce the terms of the Note, including attorney fees and other costs paid in the investigation, defense, and settlement in connection with, arising out of, or resulting from Borrower's event of Default.

**LEGAL PROCEEDINGS.** This Note shall be governed by and construed exclusively in accordance with the laws of the State of Nevada, applicable to a contract executed and performed exclusively in such state, without giving effect to the conflicts of laws principles thereof. Borrower irrevocably consents that any legal action or proceeding against it with respect to this Note shall be brought exclusively in any state or federal court in Clark County, Nevada, and by the execution and delivery of this Note Borrower hereby accepts with regard to any such action or proceeding for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts.

**ASSIGNMENT.** Lender may assign Lender's rights under this Note, in whole or in part, to any other person or entity, by providing advance written notice to Borrower. Neither Borrower, DEP, nor NMG may not assign its obligations hereunder without the prior written consent of Lender, which may be withheld in its sole discretion.

**AMENDMENT.** This Note may be amended, changed, modified, terminated and/or canceled only by a written agreement signed by Borrower, Lender, DEP, and NMG.

**AUTHORITY.** Borrower, and each person executing this Note on Borrower's behalf, hereby represents and warrants to Lender that, by its execution below, Borrower has the full power, authority and legal right to execute and deliver this Note and that the indebtedness evidence hereby constitutes a valid and binding obligation of Borrower without exception or limitation. NMG, and each person executing this Note on NMG's behalf, hereby represents and warrants to Lender that, by its execution below, NMG has the full power, authority and legal right to execute and deliver this Note and that NMG's obligations hereunder constitute valid and binding obligations of NMG without exception or limitation. DEP, and each person executing

this Note on DEP's behalf, hereby represents and warrants to Lender that, by its execution below, DEP has the full power, authority and legal right to execute and deliver this Note and that DEP's obligations hereunder constitute valid and binding obligations of DEP without exception or limitation.

**NOTICE.** Any notice, request, demand, waiver, consent, approval or other communication which is required or permitted hereunder shall be in writing and shall be deemed given only if delivered personally, sent by facsimile, or sent by registered mail, return receipt requested, to the parties as follows:

If to Borrower:

Deploy Technologies Inc.  
750 – 1095 West Pender Street  
Vancouver, BC, Canada v6E 2M6

If to Lender:

The Rozok Family Trust



*Removed personal contact information*

If to NMG:

Nevada Medical Group LLC  
750 – 1095 West Pender Street  
Vancouver, BC, Canada v6E 2M6

If to DEP:

DEP Nevada  
750 – 1095 West Pender Street  
Vancouver, BC, Canada v6E 2M6

*[Signatures on following page]*

**IN WITNESS WHEREOF**, the parties have executed this Note on the day and year first above written.

**BORROWER:**

**Deploy Technologies, Inc.,**  
a Nevada public corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**LENDER:**

**The Rozok Family Trust**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**OTHER PARTIES:**

**NMG:**

**Nevada Medical Group LLC,**  
a Nevada limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**DEP:**

**DEP Nevada,**  
a Nevada corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SCHEDULE V TO THE AGREEMENT  
MADE AMONG NMG, THE NMG MEMBERS,  
DEPLOY AND NEVADACO**

Promissory Note to NV Trees, LLC

**PROMISSORY NOTE**

**(Balloon Payment Required)**

**\$120,000.00**

FOR VALUE RECEIVED **Deploy Technologies, Inc.**, a Nevada public corporation, (the “Borrower”), promises to pay to **NV Trees LLC**, a Nevada limited liability company, (the “Lender”), or to its order, as of \_\_\_\_\_, 2017 (the “Effective Date”), in lawful money of the United States of America, in cash or immediately available funds acceptable to the holder thereof, the principal sum of **One Hundred Twenty Thousand Dollars (US \$120,000.00)** (the “Principal”), in accordance with the terms, conditions and provisions hereinafter set forth in this Promissory Note (the “Note”).

**PAYMENT PLAN.** No monthly payments shall be due under the Note.

**INTEREST RATE.** No interest shall accrue on the Principal.

**MATURITY DATE.** The entire unpaid principal balance, together with all unpaid fees, shall be due and payable in full at the earlier of (i) fifteen (15) months from the Effective Date or (ii) if an equity or debt financing of Borrower subsequent to the Concurrent Financing (as defined in that certain Share Exchange Agreement of even date herewith between, among others, Borrower and Lender (the “Agreement”)) is closed in an aggregate amount of not less than **Five Million Dollars (US \$5,000,000)**, then within thirty (30) days of the closing date of such subsequent financing (the “Maturity Date”). In the event that Borrower does not pay this Note in full on the Maturity Date then, as of said Maturity Date and thereafter until paid in full, interest on the outstanding principal balance hereunder shall accrue at the Default Rate, as defined below.

**APPLICATION OF PAYMENTS.** All payments received by Lender from or on the account of Borrower due hereunder shall be applied by Lender as follows:

First: To pay any and all fees, late fees or other charges due, owing, and/or accrued; and

Second: Payment toward the outstanding principal balance on this Note.

**OFFSETS OR DEDUCTIONS.** All payments under the Note shall be made by Borrower without any offset, decrease, reduction or deduction of any kind or nature whatsoever, including, but not limited to, any decrease, reduction or deduction for, or on account of, any offset, withholdings, present or future taxes, present or future reserves, imposts or duties of any kind or nature that are imposed or levied by or on behalf of any government and/or taxing agency, body or authority by or for any municipality, state, or nation.

**COLLATERAL.** This Note shall be secured by a senior priority interest in all of Borrower’s assets, all of the assets of **DEP Nevada Inc.**, a Nevada Corporation (“DEP”), and all of the assets of **Nevada Medical Group LLC**, a Nevada limited liability company (“NMG”),

including all real property, fixtures, furnishings, machinery, equipment, and other personal property of Borrower, DEP, and NMG (the “Collateral”). Borrower, DEP, and NMG hereby acknowledge that Lender may file financing statements (including, but not limited to, a UCC-1 financing statement) in the United States, to perfect its security interest in the Collateral. In the event of the occurrence of any event of Default, as hereinafter defined, and such event of Default continues for a period of ten (10) calendar days after written notice by Lender of such event of Default, with respect to the jurisdiction of the United States, Lender shall be authorized to execute on its recorded UCC-1 financing statement, including repossession of the Collateral. Lender shall deduct all amounts recovered from the sale of the Collateral from the Principal balance and any interest, fees, and other charges due hereunder.

**DEFAULT.** Any one or more of the following events or occurrences shall constitute a default under this Note (hereinafter “Default”):

- 1) Any payment due hereunder is not received within ten (10) days of the due date thereof, except for the payment due at the Maturity Date;
- 2) Borrower commits a default as specified in any other obligation of Borrower owing to Lender pursuant to the Agreement or any other agreement between Borrower and Lender;
- 3) A petition or action for relief shall be filed by or against Borrower or DEP, and/or any guarantors of this Note, pursuant to Federal Bankruptcy Code (Title 11 U.S. Codes) in effect from time to time, or under any other law relating to bankruptcy, insolvency, reorganization, moratorium, creditor composition, arrangement or other relief from debts; the appointment of a receiver, assignee for the benefit of creditors, trustee, custodian or liquidator of or for any property of Borrower or any such guarantor; or upon the death, incapacity, insolvency, dissolution, or termination of the business of Borrower or any such guarantor;
- 4) Payment of the Principal balance, together with all penalties, fees, or other charges, is not made in full by 5:00 P.M. (PST) on the Maturity Date; or
- 5) Borrower defaults under any of the other Promissory Notes (as defined in the Agreement).

**DEFAULT RATE.** From and after the occurrence of any Default in this Note, and until such Default has been cured, all outstanding amounts under this Note (including, but not limited to, interest and late charges) shall bear interest at a rate of TEN PERCENT (10%) annually (the “Default Rate”).

**RIGHTS OF LENDER ON DEFAULT.** Upon the occurrence of any Default, Borrower shall be entitled to exercise any on or more of the following remedies without notice or demand:

- 1) To accelerate and declare the entire unpaid balance then due and payable under this Note to be immediately due and payable, even though the time of maturity as expressed herein shall not have arrived.
- 2) To foreclose upon the Collateral pursuant to this Note and the Agreement; and
- 3) To exercise any other right or remedy permitted by law.

**PREPAYMENT.** Borrower may prepay all or any portion of the principal amount of this Note without penalty.

**WAIVERS.** Borrower hereby waive presentment, dishonor, notice of dishonor, protest, notice of protest, and the right to plead any statute of limitations, as a defense to the repayment of all or any portion of this Note, and interest thereon, to the fullest extent allowed by law. No delay, omission and/or failure on the part of Lender in exercising any right and/or remedy hereunder shall operate as a waiver of such right and/or remedy or of any right and/or remedy of Lender.

**ATTORNEYS' FEES.** In the event Lender is required to take legal action to enforce the terms of this Note due to an event of Default of Borrower, Lender shall be entitled to reimbursement for reasonable costs incurred to enforce the terms of the Note, including attorney fees and other costs paid in the investigation, defense, and settlement in connection with, arising out of, or resulting from Borrower's event of Default.

**LEGAL PROCEEDINGS.** This Note shall be governed by and construed exclusively in accordance with the laws of the State of Nevada, applicable to a contract executed and performed exclusively in such state, without giving effect to the conflicts of laws principles thereof. Borrower irrevocably consents that any legal action or proceeding against it with respect to this Note shall be brought exclusively in any state or federal court in Clark County, Nevada, and by the execution and delivery of this Note Borrower hereby accepts with regard to any such action or proceeding for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts.

**ASSIGNMENT.** Lender may assign Lender's rights under this Note, in whole or in part, to any other person or entity, by providing advance written notice to Borrower. Neither Borrower, DEP, nor NMG may not assign its obligations hereunder without the prior written consent of Lender, which may be withheld in its sole discretion.

**AMENDMENT.** This Note may be amended, changed, modified, terminated and/or canceled only by a written agreement signed by Borrower, Lender, DEP, and NMG.

**AUTHORITY.** Borrower, and each person executing this Note on Borrower's behalf, hereby represents and warrants to Lender that, by its execution below, Borrower has the full power, authority and legal right to execute and deliver this Note and that the indebtedness evidence hereby constitutes a valid and binding obligation of Borrower without exception or limitation. NMG, and each person executing this Note on NMG's behalf, hereby represents and



warrants to Lender that, by its execution below, NMG has the full power, authority and legal right to execute and deliver this Note and that NMG's obligations hereunder constitute valid and binding obligations of NMG without exception or limitation. DEP, and each person executing this Note on DEP's behalf, hereby represents and warrants to Lender that, by its execution below, DEP has the full power, authority and legal right to execute and deliver this Note and that DEP's obligations hereunder constitute valid and binding obligations of DEP without exception or limitation.

**NOTICE.** Any notice, request, demand, waiver, consent, approval or other communication which is required or permitted hereunder shall be in writing and shall be deemed given only if delivered personally, sent by facsimile, or sent by registered mail, return receipt requested, to the parties as follows:

If to Borrower:

Deploy Technologies Inc.  
750 – 1095 West Pender Street  
Vancouver, BC, Canada v6E 2M6

If to Lender:

NV Trees LLC



*Removed personal contact information*

If to NMG:

Nevada Medical Group LLC  
750 – 1095 West Pender Street  
Vancouver, BC, Canada v6E 2M6

If to DEP:

DEP Nevada  
750 – 1095 West Pender Street  
Vancouver, BC, Canada v6E 2M6

[Signatures on following page]

**IN WITNESS WHEREOF**, the parties have executed this Note on the day and year first above written.

**BORROWER:**

**Deploy Technologies, Inc.**,  
a Nevada public corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**LENDER:**

**NV Trees LLC**,  
a Nevada limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**OTHER PARTIES:**

**NMG:**

**Nevada Medical Group LLC**,  
a Nevada limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**DEP:**

**DEP Nevada**,  
a Nevada corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SCHEDULE W TO THE AGREEMENT  
MADE AMONG NMG, THE NMG MEMBERS,  
DEPLOY AND NEVADACO**

Promissory Note to MBK Investments, LLC

## PROMISSORY NOTE

### **(Balloon Payment Required)**

**\$450,000.00**

FOR VALUE RECEIVED **Deploy Technologies, Inc.**, a Nevada public corporation, (the “Borrower”), promises to pay to **MBK Investments, LLC**, a Nevada limited liability company, (the “Lender”), or to its order, as of \_\_\_\_\_, 2017 (the “Effective Date”), in lawful money of the United States of America, in cash or immediately available funds acceptable to the holder thereof, the principal sum of **Four Hundred Fifty Thousand Dollars (US \$450,000.00)** (the “Principal”), in accordance with the terms, conditions and provisions hereinafter set forth in this Promissory Note (the “Note”).

**PAYMENT PLAN.** No monthly payments shall be due under the Note.

**INTEREST RATE.** No interest shall accrue on the Principal.

**MATURITY DATE.** The entire unpaid principal balance, together with all unpaid fees, shall be due and payable in full at the earlier of (i) fifteen (15) months from the Effective Date or (ii) if an equity or debt financing of Borrower subsequent to the Concurrent Financing (as defined in that certain Share Exchange Agreement of even date herewith between, among others, Borrower and Lender (the “Agreement”)) is closed in an aggregate amount of not less than **Five Million Dollars (US \$5,000,000)**, then within thirty (30) days of the closing date of such subsequent financing (the “Maturity Date”). In the event that Borrower does not pay this Note in full on the Maturity Date then, as of said Maturity Date and thereafter until paid in full, interest on the outstanding principal balance hereunder shall accrue at the Default Rate, as defined below.

**APPLICATION OF PAYMENTS.** All payments received by Lender from or on the account of Borrower due hereunder shall be applied by Lender as follows:

First: To pay any and all fees, late fees or other charges due, owing, and/or accrued; and

Second: Payment toward the outstanding principal balance on this Note.

**OFFSETS OR DEDUCTIONS.** All payments under the Note shall be made by Borrower without any offset, decrease, reduction or deduction of any kind or nature whatsoever, including, but not limited to, any decrease, reduction or deduction for, or on account of, any offset, withholdings, present or future taxes, present or future reserves, imposts or duties of any kind or nature that are imposed or levied by or on behalf of any government and/or taxing agency, body or authority by or for any municipality, state, or nation.

**COLLATERAL.** This Note shall be secured by a senior priority interest in all of Borrower’s assets, all of the assets of **DEP Nevada Inc.**, a Nevada Corporation (“DEP”), and all of the assets of **Nevada Medical Group LLC**, a Nevada limited liability company (“NMG”),

including all real property, fixtures, furnishings, machinery, equipment, and other personal property of Borrower, DEP, and NMG (the “Collateral”). Borrower, DEP, and NMG hereby acknowledge that Lender may file financing statements (including, but not limited to, a UCC-1 financing statement) in the United States, to perfect its security interest in the Collateral. In the event of the occurrence of any event of Default, as hereinafter defined, and such event of Default continues for a period of ten (10) calendar days after written notice by Lender of such event of Default, with respect to the jurisdiction of the United States, Lender shall be authorized to execute on its recorded UCC-1 financing statement, including repossession of the Collateral. Lender shall deduct all amounts recovered from the sale of the Collateral from the Principal balance and any interest, fees, and other charges due hereunder.

**DEFAULT.** Any one or more of the following events or occurrences shall constitute a default under this Note (hereinafter “Default”):

- 1) Any payment due hereunder is not received within ten (10) days of the due date thereof, except for the payment due at the Maturity Date;
- 2) Borrower commits a default as specified in any other obligation of Borrower owing to Lender pursuant to the Agreement or any other agreement between Borrower and Lender;
- 3) A petition or action for relief shall be filed by or against Borrower or DEP, and/or any guarantors of this Note, pursuant to Federal Bankruptcy Code (Title 11 U.S. Codes) in effect from time to time, or under any other law relating to bankruptcy, insolvency, reorganization, moratorium, creditor composition, arrangement or other relief from debts; the appointment of a receiver, assignee for the benefit of creditors, trustee, custodian or liquidator of or for any property of Borrower or any such guarantor; or upon the death, incapacity, insolvency, dissolution, or termination of the business of Borrower or any such guarantor;
- 4) Payment of the Principal balance, together with all penalties, fees, or other charges, is not made in full by 5:00 P.M. (PST) on the Maturity Date; or
- 5) Borrower defaults under any of the other Promissory Notes (as defined in the Agreement).

**DEFAULT RATE.** From and after the occurrence of any Default in this Note, and until such Default has been cured, all outstanding amounts under this Note (including, but not limited to, interest and late charges) shall bear interest at a rate of TEN PERCENT (10%) annually (the “Default Rate”).

**RIGHTS OF LENDER ON DEFAULT.** Upon the occurrence of any Default, Borrower shall be entitled to exercise any on or more of the following remedies without notice or demand:

- 1) To accelerate and declare the entire unpaid balance then due and payable under this Note to be immediately due and payable, even though the time of maturity as expressed herein shall not have arrived.
- 2) To foreclose upon the Collateral pursuant to this Note and the Agreement; and
- 3) To exercise any other right or remedy permitted by law.

**PREPAYMENT.** Borrower may prepay all or any portion of the principal amount of this Note without penalty.

**WAIVERS.** Borrower hereby waive presentment, dishonor, notice of dishonor, protest, notice of protest, and the right to plead any statute of limitations, as a defense to the repayment of all or any portion of this Note, and interest thereon, to the fullest extent allowed by law. No delay, omission and/or failure on the part of Lender in exercising any right and/or remedy hereunder shall operate as a waiver of such right and/or remedy or of any right and/or remedy of Lender.

**ATTORNEYS' FEES.** In the event Lender is required to take legal action to enforce the terms of this Note due to an event of Default of Borrower, Lender shall be entitled to reimbursement for reasonable costs incurred to enforce the terms of the Note, including attorney fees and other costs paid in the investigation, defense, and settlement in connection with, arising out of, or resulting from Borrower's event of Default.

**LEGAL PROCEEDINGS.** This Note shall be governed by and construed exclusively in accordance with the laws of the State of Nevada, applicable to a contract executed and performed exclusively in such state, without giving effect to the conflicts of laws principles thereof. Borrower irrevocably consents that any legal action or proceeding against it with respect to this Note shall be brought exclusively in any state or federal court in Clark County, Nevada, and by the execution and delivery of this Note Borrower hereby accepts with regard to any such action or proceeding for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts.

**ASSIGNMENT.** Lender may assign Lender's rights under this Note, in whole or in part, to any other person or entity, by providing advance written notice to Borrower. Neither Borrower, DEP, nor NMG may not assign its obligations hereunder without the prior written consent of Lender, which may be withheld in its sole discretion.

**AMENDMENT.** This Note may be amended, changed, modified, terminated and/or canceled only by a written agreement signed by Borrower, Lender, DEP, and NMG.

**AUTHORITY.** Borrower, and each person executing this Note on Borrower's behalf, hereby represents and warrants to Lender that, by its execution below, Borrower has the full power, authority and legal right to execute and deliver this Note and that the indebtedness evidence hereby constitutes a valid and binding obligation of Borrower without exception or limitation. NMG, and each person executing this Note on NMG's behalf, hereby represents and

warrants to Lender that, by its execution below, NMG has the full power, authority and legal right to execute and deliver this Note and that NMG's obligations hereunder constitute valid and binding obligations of NMG without exception or limitation. DEP, and each person executing this Note on DEP's behalf, hereby represents and warrants to Lender that, by its execution below, DEP has the full power, authority and legal right to execute and deliver this Note and that DEP's obligations hereunder constitute valid and binding obligations of DEP without exception or limitation.

**NOTICE.** Any notice, request, demand, waiver, consent, approval or other communication which is required or permitted hereunder shall be in writing and shall be deemed given only if delivered personally, sent by facsimile, or sent by registered mail, return receipt requested, to the parties as follows:

If to Borrower:

Deploy Technologies Inc.  
750 – 1095 West Pender Street  
Vancouver, BC, Canada v6E 2M6

If to Lender:

MBK Investments, LLC



*Removed personal contact information*

If to NMG:

Nevada Medical Group LLC  
750 – 1095 West Pender Street  
Vancouver, BC, Canada v6E 2M6

If to DEP:

DEP Nevada  
750 – 1095 West Pender Street  
Vancouver, BC, Canada v6E 2M6

[Signatures on following page]

**IN WITNESS WHEREOF**, the parties have executed this Note on the day and year first above written.

**BORROWER:**

**Deploy Technologies, Inc.**,  
a Nevada public corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**LENDER:**

**MBK Investments, LLC**,  
a Nevada limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**OTHER PARTIES:**

**NMG:**  
**Nevada Medical Group LLC**,  
a Nevada limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**DEP:**  
**DEP Nevada**,  
a Nevada corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**SCHEDULE X TO THE AGREEMENT  
MADE AMONG NMG, THE NMG MEMBERS,  
DEPLOY AND NEVADACO**

Promissory Note to TI Nevada

**MASTER PROMISSORY NOTE**

**(Balloon Payments Required)**

**\$400,000.00**

[ ], 2017  
Las Vegas, NV

This Master Promissory Note (the “**Note**”) is dated as of [ ], 2017 (the “**Effective Date**”) among Deploy Technologies Inc., a Nevada corporation (“**Deploy**”), DEP Nevada, a Nevada corporation (“**DEP**”), Nevada Medical Group LLC, a Nevada limited liability company (“**NMG**”), KAJ Universal Real Estate Investments, LLC, a Nevada limited liability company (“**KAJ**”), SW Fort Apache, LLC, a Nevada limited liability company (“**Apache**”), The Rozok Family Trust (“**RFT**”), NV Trees, LLC, a Nevada limited liability company (“**NVT**”), MBK Investments, LLC, a California limited liability company (“**MBK**”; and collectively with KAJ, Apache, RFT, and NVT, the “**NMG Members**”), and TI Nevada, LLC, a Nevada limited liability company (“**TI Nevada**”).

**Recitals**

A. Between the years 2016 and 2017, the NMG Members lent the following aggregate amounts to NMG (each, an “**NMG Member Loan**” and, collectively, the “**NMG Member Loans**”):

<u>NMG Member</u>	<u>Amount of Loans</u>
KAJ	US \$98,000.00
Apache	US \$98,000.00
RFT	US \$90,000.00
NVT	US \$24,000.00
MBK	US \$90,000.00
<b>TOTAL</b>	<b>US \$400,000.00</b>

The NMG Members issued the NMG Member Loans in exchange for NMG’s agreement to repay the principal of the NMG Member Loans without interest and continuing until all outstanding principal is fully paid.

B. The NMG Members desire to assign all of their rights under the NMG Member Loans, including, but not limited to, all rights to receive payment of principal and interest thereunder, to TI Nevada.

C. NMG desires to assign its obligations under the NMG Member Loans, including, but not limited to, the obligations make payments to the NMG Members thereunder, to Deploy;

D. The parties desire to establish the payment schedule, maturity date, and other rights and obligations of the parties under the NMG Member Loans as set forth herein.

## **Agreement**

NOW THEREFORE, in consideration of the recitals, promises, covenants, warranties, representations, and provisions contained in this Note, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree that the recitals above are true and correct and incorporated herein by reference, and further agree as follows:

**ASSIGNMENT AND ASSUMPTION.** The NMG Members hereby assign their rights under the NMG Member Loans, including, but not limited to, all rights to receive payment of principal and interest, thereunder, to TI Nevada, and TI Nevada hereby accepts said assignment. Further, NMG hereby assigns its obligations under the NMG Member Loans, including but not limited to, the obligations to make payments to the NMG Members thereunder, to Deploy, and Deploy accepts said assignment.

**NOTE OBLIGATIONS.** At the times and in the manner herein stated, Deploy hereby promises to pay to the order of TI Nevada, at such place, either within or without the State of Nevada, as TI Nevada may from time to time designate in writing, in legal tender of the United States of America, the aggregate principal sum of Four Hundred Thousand Dollars (US \$400,000.00) (the “**Principal**”), in accordance with the terms, conditions, and provisions hereinafter set forth in this Note.

**PAYMENT PLAN.** No monthly payments shall be due under the Note.

**INTEREST RATE.** No interest shall accrue on the Principal.

**PAYMENTS.** Deploy shall pay, in legal tender of the United States of America, Two Hundred Twenty-Five Thousand Dollars (US \$225,000.00) of the Principal to TI Nevada (the “**First Payment**”) on or before the Effective Date. Deploy shall thereafter pay, in legal tender of the United States of America, the entire remaining unpaid Principal balance of One Hundred Seventy-Five Thousand Dollars (US \$175,000.00) plus to TI Nevada (the “**Second Payment**”) on or before the date that is fifteen (15) months after the Effective Date (the “**Maturity Date**”). In the event that Deploy fails to pay the First Payment and/or the Second Payment by the either of the dates due hereunder, then as of due date of the First Payment and/or the Second Payment and thereafter until such past-due amount(s) is/are paid in full, interest on the outstanding Principal balance hereunder shall accrue at the Default Rate, as defined below.

**APPLICATION OF PAYMENTS.** All payments received by TI Nevada from or on the account of Deploy due hereunder shall be applied by TI Nevada as follows:

First: To pay any and all fees, late fees or other charges due, owing, and/or accrued; and

Second: Payment toward the outstanding Principal balance on this Note.

**OFFSETS OR DEDUCTIONS.** All payments under the Note shall be made by Deploy without any offset, decrease, reduction or deduction of any kind or nature whatsoever, including, but not limited to, any decrease, reduction or deduction for, or on account of, any offset, withholdings, present or future taxes, present or future reserves, imposts or duties of any kind or nature that are imposed or levied by or on behalf of any government and/or taxing agency, body or authority by or for any municipality, state, or nation.

**COLLATERAL.** This Note shall be secured by a senior priority interest in all of the assets of Deploy, all of the assets of DEP, and all of the assets of NMG, including all real property, fixtures, furnishings, machinery, equipment, and other personal property of Deploy, DEP, and NMG (the “Collateral”). Deploy, DEP, and NMG hereby acknowledge that TI Nevada may file financing statements (including, but not limited to, a UCC-1 financing statement) in the United States, and in the personal property registries of the relevant provincial jurisdictions of Canada, to perfect its security interest in the Collateral. In the event of the occurrence of any event of Default, as hereinafter defined, and such event of Default continues for a period of ten (10) calendar days after written notice by TI Nevada of such event of Default, with respect to the jurisdiction of the United States, TI Nevada shall be authorized to execute on its recorded UCC-1 financing statement, including repossession of the Collateral. TI Nevada shall deduct all amounts recovered from the sale of the Collateral from the Principal balance and any interest, fees, and other charges due hereunder.

**DEFAULT.** Any one or more of the following events or occurrences shall constitute a default under this Note (hereinafter “Default”):

- 1) A petition or action for relief shall be filed by or against Deploy, DEP, or NMG, pursuant to Federal Bankruptcy Code (Title 11 U.S. Codes) in effect from time to time, or under any other law relating to bankruptcy, insolvency, reorganization, moratorium, creditor composition, arrangement or other relief from debts; the appointment of a receiver, assignee for the benefit of creditors, trustee, custodian or liquidator of or for any property of Deploy, DEP, or NMG; or upon the death, incapacity, insolvency, dissolution, or termination of the business of Deploy, DEP, or NMG;
- 2) Payment of the First Payment, together with all penalties, fees, or other charges, is not made in full by the Effective Date;
- 3) Payment of the Second Payment, together with all penalties, fees, or other charges, is not made in fully by the Maturity Date; or
- 4) Deploy defaults under any of the other Promissory Notes (as defined in that certain Share Exchange Agreement effective dated \_\_\_\_\_, 2017 among the parties hereto (the “**Share Exchange Agreement**”).

**DEFAULT RATE.** From and after the occurrence of any Default in this Note, and until such Default has been cured, all outstanding amounts under this Note (including, but not limited to, interest and late charges) shall bear interest at a rate of TEN PERCENT (10%) annually (the “Default Rate”).

**RIGHTS OF TI NEVADA ON DEFAULT.** Upon the occurrence of any Default, TI Nevada shall be entitled to exercise any one or more of the following remedies without notice or demand:

- 1) To accelerate and declare the entire unpaid balance then due and payable under this Note to be immediately due and payable, even though the time of maturity as expressed herein shall not have arrived;
- 2) To foreclose upon the Collateral pursuant to this Note and the Share Exchange Agreement; and
- 3) To exercise any other right or remedy permitted by law.

**PREPAYMENT.** Deploy may prepay all or any portion of the principal amount of this Note without penalty.

**WAIVERS.** Deploy hereby waives presentment, dishonor, notice of dishonor, protest, notice of protest, and the right to plead any statute of limitations, as a defense to the repayment of all or any portion of this Note, and interest thereon, to the fullest extent allowed by law. No delay, omission and/or failure on the part of TI Nevada in exercising any right and/or remedy hereunder shall operate as a waiver of such right and/or remedy or of any right and/or remedy of TI Nevada.

**ATTORNEYS' FEES.** In the event TI Nevada is required to take legal action to enforce the terms of this Note due to an event of Default of Deploy, TI Nevada shall be entitled to reimbursement for reasonable costs incurred to enforce the terms of the Note, including attorney fees and other costs paid in the investigation, defense, and settlement in connection with, arising out of, or resulting from Deploy's event of Default.

**LEGAL PROCEEDINGS.** This Note shall be governed by and construed exclusively in accordance with the laws of the State of Nevada, applicable to a contract executed and performed exclusively in such state, without giving effect to the conflicts of laws principles thereof. Deploy irrevocably consents that any legal action or proceeding against it with respect to this Note shall be brought exclusively in any state or federal court in Clark County, Nevada, and by the execution and delivery of this Note Deploy hereby accepts with regard to any such action or proceeding for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts.

**ASSIGNMENT.** TI Nevada may assign TI Nevada's rights under this Note, in whole or in part, to any other person or entity, by providing advance written notice to Deploy. Deploy may not assign its obligations hereunder without the prior written consent of TI Nevada, which may be withheld in its sole discretion.

**AMENDMENT.** This Note may be amended, changed, modified, terminated and/or canceled only by a written agreement signed by the parties.

**AUTHORITY.** Each person executing this Note on each of the parties' behalfs, hereby represents and warrants to each other that, by its execution below, the party has the full power, authority and legal right to execute and deliver this Note and that the indebtedness evidence hereby constitutes a valid and binding obligation of that party without exception or limitation.

**NOTICE.** Any notice, request, demand, waiver, consent, approval or other communication which is required or permitted hereunder shall be in writing and shall be deemed given only if delivered personally, sent by facsimile, or sent by registered mail, return receipt requested, to the parties as follows:

If to Deploy:

Deploy Technologies Inc.  
750 – 1095 West Pender Street  
Vancouver, BC, Canada v6E 2M6

If to TI Nevada:

TI Nevada, LLC

[REDACTED]

*Removed personal contact information*

If to NMG:

Nevada Medical Group LLC  
750 – 1095 West Pender Street  
Vancouver, BC, Canada v6E 2M6

If to DEP:

DEP Nevada  
750 – 1095 West Pender Street  
Vancouver, BC, Canada v6E 2M6

If to KAJ:

KAJ Universal Real Estate Investments, LLC

[REDACTED]

*Removed personal contact information*

If to Apache:

SW Fort Apache, LLC

[REDACTED]

*Removed personal contact information*

If to RFT:

The Rozok Family Trust

[Redacted]

*Removed personal contact information*

If to NVT:

NV Trees, LLC

[Redacted]

*Removed personal contact information*

If to MBK:

MBK Investments, LLC

[Redacted]

*Removed personal contact information*

**IN WITNESS WHEREOF**, the parties have executed this Note on the day and year first above written.

**DEPLOY:**

**Deploy Technologies, Inc.**,  
a Nevada public corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**NMG:**

**Nevada Medical Group LLC**,  
a Nevada limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**TI NEVADA:**

**TI Nevada, LLC**,  
a Nevada limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**DEP:**

**DEP Nevada**,  
a Nevada corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**KAJ:**  
**KAJ Universal Real Estate Investments, LLC,**  
a Nevada limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**APACHE:**  
**SW Fort Apache, LLC,**  
a Nevada limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**RFT:**  
**The Rozok Family Trust**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**NVT:**  
**NV Trees, LLC,**  
a Nevada limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**MBK:**  
**MBK Investments, LLC,**  
a California limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**SCHEDULE Y TO THE AGREEMENT  
MADE AMONG NMG, THE NMG MEMBERS,  
DEPLOY AND NEVADACO**

Escrow Agreement

**THIS AGREEMENT** is made as of the \_\_\_\_\_ day of October, 2017

**AMONG:**

**DEPLOY TECHNOLOGIES INC.**

(the “**Issuer**”)

**AND:**

**NEW HORIZON TRANSFER INC.**

(the “**Escrow Agent**”)

**AND:**

**EACH OF THE UNDERSIGNED SECURITYHOLDERS OF THE ISSUER**

(a “**Securityholder**” or “**you**”)

(collectively, the “**Parties**”)

**This Agreement** is being entered into by the Parties under National Policy 46-201 *Escrow for Initial Public Offerings* (the **Policy**) in connection with a change of business involving a share exchange whereby the Issuer, an emerging issuer, will acquire all of the issued and outstanding shares in the capital of Nevada Medical Group LLC (“**NMG**”). The Issuer will acquire all of the issued and outstanding shares in the capital of NMG from the shareholders of NMG in exchange of the issuance of shares in the capital of the Issuer.

**For good and valuable consideration**, the Parties agree as follows:

## **PART 1 ESCROW**

### **1.1 Appointment of Escrow Agent**

The Issuer and the Securityholders appoint the Escrow Agent to act as escrow agent under this Agreement. The Escrow Agent accepts the appointment.

### **1.2 Deposit of Escrow Securities in Escrow**

(1) You are depositing the securities (**escrow securities**) listed opposite your name in Schedule “A” with the Escrow Agent to be held in escrow under this Agreement. You will immediately deliver or cause to be delivered to the Escrow Agent any share certificates or other evidence of these securities which you have or which you may later receive.

(2) If you receive any other securities (**additional escrow securities**):

(a) as a dividend or other distribution on escrow securities;

(b) on the exercise of a right of purchase, conversion or exchange attaching to escrow securities, including securities received on conversion of special warrants;

(c) on a subdivision, or compulsory or automatic conversion or exchange of escrow securities; or

(d) from a successor issuer in a business combination, if Part 6 of this Agreement applies,

you will deposit them in escrow with the Escrow Agent. You will deliver or cause to be delivered to the Escrow Agent any share certificates or other evidence of those additional escrow securities. When this Agreement refers to **escrow securities**, it includes additional escrow securities.

(3) You will immediately deliver to the Escrow Agent any replacement share certificates or other evidence of additional escrow securities issued to you.

### 1.3 Direction to Escrow Agent

The Issuer and the Securityholders direct the Escrow Agent to hold the escrow securities in escrow until they are released from escrow under this Agreement.

## PART 2 RELEASE OF ESCROW SECURITIES

### 2.1 Release Schedule for an Established Issuer

#### 2.1.1 Usual case

If the Issuer is an **established issuer** (as defined in section 3.3 of the Policy) and you have not sold any escrow securities in a permitted secondary offering, your escrow securities will be released as follows:

On _____, 2____, the date the Issuer's securities are listed on a Canadian exchange <b>(the listing date)</b>	1/4 of your escrow securities
6 months after the listing date	1/3 of your remaining escrow securities
12 months after the listing date	1/2 of your remaining escrow securities
18 months after the listing date	your remaining escrow securities

\*In the simplest case, where there are no changes to the escrow securities initially deposited and no additional escrow securities, then the release schedule outlined above results in the escrow securities being released in equal tranches of 25%.

#### 2.1.2 Alternate meaning of "listing date"

If the Issuer is an established issuer, an alternate meaning for **listing date** is the date the Issuer completes its IPO if the Issuer's securities are listed on a Canadian exchange immediately before its IPO.

#### 2.1.3 If there is a permitted secondary offering

(1) If the Issuer is an established issuer and you have sold in a permitted secondary offering 25% or more of your escrow securities, your escrow securities will be released as follows:

For delivery to complete the IPO	All escrow securities sold by you in the permitted secondary offering
6 months after the listing date	1/3 of your remaining escrow securities
12 months after the listing date	1/2 of your remaining escrow securities
18 months after the listing date	your remaining escrow securities

\*In the simplest case, where there are no changes to the remaining escrow securities upon completion of the permitted secondary offering and no additional escrow securities, the release schedule outlined above results in the remaining escrow securities being released in equal tranches of 33 1/3%.

(2) If the Issuer is an established issuer and you have sold in a permitted secondary offering less than 25% of your escrow securities, your escrow securities will be released as follows:

For delivery to complete the IPO	All escrow securities sold by you in the permitted secondary offering
On the listing date	1/4 of your original number of escrow securities less the escrow securities sold by you in the permitted secondary offering
6 months after the listing date	1/3 of your remaining escrow securities
12 months after the listing date	1/2 of your remaining escrow securities
18 months after the listing date	your remaining escrow securities

\*In the simplest case, where there are no changes to the remaining escrow securities upon completion of the permitted secondary offering and no additional escrow securities, the release schedule outlined above results in the remaining escrow securities being released in equal tranches of 33 1/3% after completion of the release on the listing date.

#### **2.1.4 Additional escrow securities**

If you acquire additional escrow securities, those securities will be added to the securities already in escrow, to increase the number of remaining escrow securities. After that, all of the escrow securities will be released in accordance with the applicable release schedule in the tables above.

## **2.2 Release Schedule for an Emerging Issuer**

### **2.2.1 Usual case**

If the Issuer is an **emerging issuer** (as defined in section 3.3 of the Policy) and you have not sold any escrow securities in a permitted secondary offering, your escrow securities will be released as follows:

On _____, 2____, the date the Issuer's securities are listed on a Canadian exchange <b>(the listing date)</b>	1/10 of your escrow securities
6 months after the listing date	1/6 of your remaining escrow securities
12 months after the listing date	1/5 of your remaining escrow securities
18 months after the listing date	1/4 of your remaining escrow securities
24 months after the listing date	1/3 of your remaining escrow securities
30 months after the listing date	1/2 of your remaining escrow securities
36 months after the listing date	your remaining escrow securities

\*In the simplest case, where there are no changes to the escrow securities initially deposited and no additional escrow securities, the release schedule outlined above results in the escrow securities being released in equal tranches of 15% after completion of the release on the listing date.

### **2.2.2 Alternate meaning of "listing date"**

If the Issuer is an emerging issuer, an alternate meaning for **listing date** is the date the Issuer completes its IPO if:

- (a) the Issuer's securities are not listed on a Canadian exchange immediately after its IPO;
- or

(b) the Issuer's securities are listed on a Canadian exchange immediately before its IPO.

### **2.2.3 If there is a permitted secondary offering**

(1) If the Issuer is an emerging issuer and you have sold in a permitted secondary offering 10% or more of your escrow securities, your escrow securities will be released as follows:

For delivery to complete the IPO	All escrow securities sold by you in the permitted secondary offering
6 months after the listing date	1/6 of your remaining escrow securities
12 months after the listing date	1/5 of your remaining escrow securities
18 months after the listing date	1/4 of your remaining escrow securities
24 months after the listing date	1/3 of your remaining escrow securities
30 months after the listing date	1/2 of your remaining escrow securities
36 months after the listing date	your remaining escrow securities

\*In the simplest case, where there are no changes to the remaining escrow securities upon completion of the permitted secondary offering and no additional escrow securities, the release schedule outlined above results in the remaining escrow securities being released in equal tranches of 16 2/3%.

(2) If the Issuer is an emerging issuer and you have sold in a permitted secondary offering less than 10% of your escrow securities, your escrow securities will be released as follows:

For delivery to complete the IPO	All escrow securities sold by you in the permitted secondary offering
On the listing date	1/10 of your original number of escrow securities less the escrow securities sold by you in the permitted secondary offering
6 months after the listing date	1/6 of your remaining escrow securities
12 months after the listing date	1/5 of your remaining escrow securities
18 months after the listing date	1/4 of your remaining escrow securities
24 months after the listing date	1/3 of your remaining escrow securities
30 months after the listing date	1/2 of your remaining escrow securities
36 months after the listing date	your remaining escrow securities

\*In the simplest case, where there are no changes to the remaining escrow securities upon completion of the permitted secondary offering and no additional escrow securities, the release schedule outlined above results in the remaining escrow securities being released in equal tranches of 16 2/3% after completion of the release on the listing date.

### **2.2.4 Additional escrow securities**

If you acquire additional escrow securities, those securities will be added to the securities already in escrow, to increase the number of remaining escrow securities. After that, all of the escrow securities will be released in accordance with the applicable release schedule in the tables above.

## **2.3 Delivery of Share Certificates for Escrow Securities**

The Escrow Agent will send to each Securityholder any share certificates or other evidence of that Securityholder's escrow securities in the possession of the Escrow Agent released from escrow as soon as reasonably practicable after the release.

## **2.4 Replacement Certificates**

If, on the date a Securityholder's escrow securities are to be released, the Escrow Agent holds a share certificate or other evidence representing more escrow securities than are to be released,

the Escrow Agent will deliver the share certificate or other evidence to the Issuer or its transfer agent and request replacement share certificates or other evidence. The Issuer will cause replacement share certificates or other evidence to be prepared and delivered to the Escrow Agent. After the Escrow Agent receives the replacement share certificates or other evidence, the Escrow Agent will send to the Securityholder or at the Securityholder's direction, the replacement share certificate or other evidence of the escrow securities released. The Escrow Agent and Issuer will act as soon as reasonably practicable.

## **2.5 Release upon Death**

- (1) If a Securityholder dies, the Securityholder's escrow securities will be released from escrow. The Escrow Agent will deliver any share certificates or other evidence of the escrow securities in the possession of the Escrow Agent to the Securityholder's legal representative.
- (2) Prior to delivery the Escrow Agent must receive:
  - (a) a certified copy of the death certificate; and
  - (b) any evidence of the legal representative's status that the Escrow Agent may reasonably require.

## **PART 3 EARLY RELEASE ON CHANGE OF ISSUER STATUS**

### **3.1 Becoming an Established Issuer**

If the Issuer is an emerging issuer on the date of this Agreement and, during this Agreement, the Issuer:

- (a) lists its securities on The Toronto Stock Exchange Inc.;
- (b) becomes a TSX Venture Exchange Inc. (**TSX Venture**) Tier 1 issuer; or
- (c) lists or quotes its securities on an exchange or market outside Canada that its "principal regulator" under National Policy 43-201 *Mutual Reliance Review System for Prospectuses and Annual Information Forms* (in Quebec under Staff Notice, *Mutual Reliance Review System for Prospectuses and Annual Information Forms*) or, if the Issuer has only filed its IPO prospectus in one jurisdiction, the securities regulator in that jurisdiction, is satisfied has minimum listing requirements at least equal to those of TSX Venture Tier 1,

then the Issuer becomes an **established issuer**.

### **3.2 Release of Escrow Securities**

- (1) When an emerging issuer becomes an established issuer, the release schedule for its escrow securities changes.
- (2) If an emerging issuer becomes an established issuer 18 months or more after its listing date, all escrow securities will be released immediately.
- (3) If an emerging issuer becomes an established issuer within 18 months after its listing date, all escrow securities that would have been released to that time, if the Issuer was an established issuer on its listing date, will be released immediately. Remaining escrow securities will be released in equal installments on the day that is 6 months, 12 months and 18 months after the listing date.

### **3.3 Filing Requirements**

Escrow securities will not be released under this Part until the Issuer does the following:

- (a) at least 20 days before the date of the first release of escrow securities under the new release schedule, files with the securities regulators in the jurisdictions in which it is a reporting issuer
  - (i) a certificate signed by a director or officer of the Issuer authorized to sign stating
    - (A) that the Issuer has become an established issuer by satisfying one of the conditions in section 3.1 and specifying the condition, and
    - (B) the number of escrow securities to be released on the first release date under the new release schedule, and
  - (ii) a copy of a letter or other evidence from the exchange or quotation service confirming that the Issuer has satisfied the condition to become an established issuer; and
- (b) at least 10 days before the date of the first release of escrow securities under the new release schedule, issues and files with the securities regulators in the jurisdictions in which it is a reporting issuer a news release disclosing details of the first release of the escrow securities and the change in the release schedule, and sends a copy of such filing to the Escrow Agent.

### **3.4 Amendment of Release Schedule**

The new release schedule will apply 10 days after the Escrow Agent receives a certificate signed by a director or officer of the Issuer authorized to sign

- (a) stating that the Issuer has become an established issuer by satisfying one of the conditions in section 3.1 and specifying the condition;
- (b) stating that the release schedule for the Issuer's escrow securities has changed;
- (c) stating that the Issuer has issued a news release at least 10 days before the first release date under the new release schedule and specifying the date that the news release was issued; and
- (d) specifying the new release schedule.

## **PART 4 DEALING WITH ESCROW SECURITIES**

### **4.1 Restriction on Transfer, etc.**

**Unless it is expressly permitted in this Agreement, you will not sell, transfer, assign, mortgage, enter into a derivative transaction concerning, or otherwise deal in any way with your escrow securities or any related share certificates or other evidence of the escrow securities. If a Securityholder is a private company controlled by one or more principals (as defined in section 3.5 of the Policy) of the Issuer, the Securityholder may not participate in a transaction that results in a change of its control or a change in the economic exposure of the principals to the risks of holding escrow securities.**

## **4.2 Pledge, Mortgage or Charge as Collateral for a Loan**

You may pledge, mortgage or charge your escrow securities to a financial institution as collateral for a loan, provided that no escrow securities or any share certificates or other evidence of escrow securities will be transferred or delivered by the Escrow Agent to the financial institution for this purpose. The loan agreement must provide that the escrow securities will remain in escrow if the lender realizes on the escrow securities to satisfy the loan.

## **4.3 Voting of Escrow Securities**

You may exercise any voting rights attached to your escrow securities.

## **4.4 Dividends on Escrow Securities**

You may receive a dividend or other distribution on your escrow securities, and elect the manner of payment from the standard options offered by the Issuer. If the Escrow Agent receives a dividend or other distribution on your escrow securities, other than additional escrow securities, the Escrow Agent will pay the dividend or other distribution to you on receipt.

## **4.5 Exercise of Other Rights Attaching to Escrow Securities**

You may exercise your rights to exchange or convert your escrow securities in accordance with this Agreement.

# **PART 5 PERMITTED TRANSFERS WITHIN ESCROW**

## **5.1 Transfer to Directors and Senior Officers**

(1) You may transfer escrow securities within escrow to existing or, upon their appointment, incoming directors or senior officers of the Issuer or any of its material operating subsidiaries, if the Issuer's board of directors has approved the transfer.

(2) Prior to the transfer the Escrow Agent must receive:

(a) a certified copy of the resolution of the board of directors of the Issuer approving the transfer;

(b) a certificate signed by a director or officer of the Issuer authorized to sign, stating that the transfer is to a director or senior officer of the Issuer or a material operating subsidiary and that any required approval from the Canadian exchange the Issuer is listed on has been received;

(c) an acknowledgment in the form of Schedule "B" signed by the transferee;

(d) copies of the letters sent to the securities regulators described in subsection (3) accompanying the acknowledgement; and

(e) a transfer power of attorney, completed and executed by the transferor in accordance with the requirements of the Issuer's transfer agent.

(3) At least 10 days prior to the transfer, the Issuer will file a copy of the acknowledgement with the securities regulators in the jurisdictions in which it is a reporting issuer.



## **5.2 Transfer to Other Principals**

- (1) You may transfer escrow securities within escrow:
    - (a) to a person or company that before the proposed transfer holds more than 20% of the voting rights attached to the Issuer's outstanding securities; or
    - (b) to a person or company that after the proposed transfer
      - (i) will hold more than 10% of the voting rights attached to the Issuer's outstanding securities, and
      - (ii) has the right to elect or appoint one or more directors or senior officers of the Issuer or any of its material operating subsidiaries.
  - (2) Prior to the transfer the Escrow Agent must receive:
    - (a) a certificate signed by a director or officer of the Issuer authorized to sign stating that
      - (i) the transfer is to a person or company that the officer believes, after reasonable investigation, holds more than 20% of the voting rights attached to the Issuer's outstanding securities before the proposed transfer, or
      - (ii) the transfer is to a person or company that
        - (A) the officer believes, after reasonable investigation, will hold more than 10% of the voting rights attached to the Issuer's outstanding securities, and
        - (B) has the right to elect or appoint one or more directors or senior officers of the Issuer or any of its material operating subsidiariesafter the proposed transfer, and
    - (iii) any required approval from the Canadian exchange the Issuer is listed on has been received;
  - (b) an acknowledgment in the form of Schedule "B" signed by the transferee;
  - (c) copies of the letters sent to the securities regulators accompanying the acknowledgement; and
  - (d) a transfer power of attorney, executed by the transferor in accordance with the requirements of the Issuer's transfer agent.
- (3) At least 10 days prior to the transfer, the Issuer will file a copy of the acknowledgement with the securities regulators in the jurisdictions in which it is a reporting issuer.

## **5.3 Transfer upon Bankruptcy**

- (1) You may transfer escrow securities within escrow to a trustee in bankruptcy or another person or company entitled to escrow securities on bankruptcy.
- (2) Prior to the transfer, the Escrow Agent must receive:

- (a) a certified copy of either
  - (i) the assignment in bankruptcy filed with the Superintendent of Bankruptcy, or
  - (ii) the receiving order adjudging the Securityholder bankrupt;
- (b) a certified copy of a certificate of appointment of the trustee in bankruptcy;
- (c) a transfer power of attorney, completed and executed by the transferor in accordance with the requirements of the Issuer's transfer agent; and
- (d) an acknowledgment in the form of Schedule "B" signed by:
  - (i) the trustee in bankruptcy, or
  - (ii) on direction from the trustee, with evidence of that direction attached to the acknowledgment form, another person or company legally entitled to the escrow securities.
- (3) Within 10 days after the transfer, the transferee of the escrow securities will file a copy of the acknowledgment with the securities regulators in the jurisdictions in which the Issuer is a reporting issuer.

#### **5.4 Transfer Upon Realization of Pledged, Mortgaged or Charged Escrow Securities**

- (1) You may transfer within escrow to a financial institution the escrow securities you have pledged, mortgaged or charged under section 4.2 to that financial institution as collateral for a loan on realization of the loan.
- (2) Prior to the transfer the Escrow Agent must receive:
  - (a) a statutory declaration of an officer of the financial institution that the financial institution is legally entitled to the escrow securities;
  - (b) a transfer power of attorney, executed by the transferor in accordance with the requirements of the Issuer's transfer agent; and
  - (c) an acknowledgement in the form of Schedule "B" signed by the financial institution.
- (3) Within 10 days after the transfer, the transferee of the escrow securities will file a copy of the acknowledgment with the securities regulators in the jurisdictions in which the Issuer is a reporting issuer.

#### **5.5 Transfer to Certain Plans and Funds**

- (1) You may transfer escrow securities within escrow to or between a registered retirement savings plan (RRSP), registered retirement income fund (RRIF) or other similar registered plan or fund with a trustee, where the annuitant of the RRSP or RRIF, or the beneficiaries of the other registered plan or fund are limited to you and your spouse, children and parents, or, if you are the trustee of such a registered plan or fund, to the annuitant of the RRSP or RRIF, or a beneficiary of the other registered plan or fund, as applicable, or his or her spouse, children and parents.
- (2) Prior to the transfer the Escrow Agent must receive:

(a) evidence from the trustee of the transferee plan or fund, or the trustee's agent, stating that, to the best of the trustee's knowledge, the annuitant of the RRSP or RRIF, or the beneficiaries of the other registered plan or fund do not include any person or company other than you and your spouse, children and parents;

(b) a transfer power of attorney, executed by the transferor in accordance with the requirements of the Issuer's transfer agent; and

(c) an acknowledgement in the form of Schedule "B" signed by the trustee of the plan or fund.

(3) Within 10 days after the transfer, the transferee of the escrow securities will file a copy of the acknowledgment with the securities regulators in the jurisdictions in which the Issuer is a reporting issuer.

## **5.6 Effect of Transfer Within Escrow**

After the transfer of escrow securities within escrow, the escrow securities will remain in escrow and released from escrow under this Agreement as if no transfer has occurred on the same terms that applied before the transfer. The Escrow Agent will not deliver any share certificates or other evidence of the escrow securities to transferees under this Part 5.

## **PART 6 BUSINESS COMBINATIONS**

### **6.1 Business Combinations**

This Part applies to the following **(business combinations)**:

(a) a formal take-over bid for all outstanding equity securities of the Issuer or which, if successful, would result in a change of control of the Issuer

(b) a formal issuer bid for all outstanding equity securities of the Issuer

(c) a statutory arrangement

(d) an amalgamation

(e) a merger

(f) a reorganization that has an effect similar to an amalgamation or merger

### **6.2 Delivery to Escrow Agent**

You may tender your escrow securities to a person or company in a business combination. At least five business days prior to the date the escrow securities must be tendered under the business combination, you must deliver to the Escrow Agent:

(a) a written direction signed by you that directs the Escrow Agent to deliver to the depositary under the business combination any share certificates or other evidence of the escrow securities and a completed and executed cover letter or similar document and, where required, transfer power of attorney completed and executed for transfer in accordance with the requirements of the depositary, and any other documentation specified or provided by you and required to be delivered to the depositary under the business combination; and

(b) any other information concerning the business combination as the Escrow Agent may reasonably request.

### 6.3 Delivery to Depositary

As soon as reasonably practicable, and in any event no later than three business days after the Escrow Agent receives the documents and information required under section 6.2, the Escrow Agent will deliver to the depositary, in accordance with the direction, any share certificates or other evidence of the escrow securities, and a letter addressed to the depositary that

- (a) identifies the escrow securities that are being tendered;
- (b) states that the escrow securities are held in escrow;
- (c) states that the escrow securities are delivered only for the purposes of the business combination and that they will be released from escrow only after the Escrow Agent receives the information described in section 6.4;
- (d) if any share certificates or other evidence of the escrow securities have been delivered to the depositary, requires the depositary to return to the Escrow Agent, as soon as practicable, any share certificates or other evidence of escrow securities that are not released from escrow into the business combination; and
- (e) where applicable, requires the depositary to deliver or cause to be delivered to the Escrow Agent, as soon as practicable, any share certificates or other evidence of additional escrow securities that you acquire under the business combination.

### 6.4 Release of Escrow Securities to Depositary

The Escrow Agent will release from escrow the tendered escrow securities when the Escrow Agent receives a declaration signed by the depositary or, if the direction identifies the depositary as acting on behalf of another person or company in respect of the business combination, by that other person or company, that:

- (a) the terms and conditions of the business combination have been met or waived; and
- (b) the escrow securities have either been taken up and paid for or are subject to an unconditional obligation to be taken up and paid for under the business combination.

### 6.5 Escrow of New Securities

If you receive securities (**new securities**) of another issuer (**successor issuer**) in exchange for your escrow securities, the new securities will be subject to escrow in substitution for the tendered escrow securities if, immediately after completion of the business combination:

- (a) the successor issuer is not an **exempt issuer** (as defined in section 3.2 of the Policy);
- (b) you are a **principal** (as defined in section 3.5 of the Policy) of the successor issuer; and
- (c) you hold more than 1% of the voting rights attached to the successor issuer's outstanding securities (In calculating this percentage, include securities that may be issued to you under outstanding convertible securities in both your securities and the total securities outstanding.)

### 6.6 Release from Escrow of New Securities

- (1) As soon as reasonably practicable after the Escrow Agent receives:

- (a) a certificate from the successor issuer signed by a director or officer of the successor issuer authorized to sign
- (i) stating that it is a successor issuer to the Issuer as a result of a business combination and whether it is an emerging issuer or an established issuer under the Policy, and
- (ii) listing the Securityholders whose new securities are subject to escrow under section 6.5, the escrow securities of the Securityholders whose new securities are not subject to escrow under section 6.5 will be released, and the Escrow Agent will send any share certificates or other evidence of the escrow securities in the possession of the Escrow Agent in accordance with section 2.3.

(2) If your new securities are subject to escrow, unless subsection (3) applies, the Escrow Agent will hold your new securities in escrow on the same terms and conditions, including release dates, as applied to the escrow securities that you exchanged.

(3) If the Issuer is

(a) an emerging issuer, the successor issuer is an established issuer, and the business combination occurs 18 months or more after the Issuer's listing date, all escrow securities will be released immediately; and

(b) an emerging issuer, the successor issuer is an established issuer, and the business combination occurs within 18 months after the Issuer's listing date, all escrow securities that would have been released to that time, if the Issuer was an established issuer on its listing date, will be released immediately. Remaining escrow securities will be released in equal instalments on the day that is 6 months, 12 months and 18 months after the Issuer's listing date.

## **PART 7 RESIGNATION OF ESCROW AGENT**

### **7.1 Resignation of Escrow Agent**

(1) If the Escrow Agent wishes to resign as escrow agent, the Escrow Agent will give written notice to the Issuer.

(2) If the Issuer wishes to terminate the Escrow Agent as escrow agent, the Issuer will give written notice to the Escrow Agent.

(3) If the Escrow Agent resigns or is terminated, the Issuer will be responsible for ensuring that the Escrow Agent is replaced not later than the resignation or termination date by another escrow agent that is acceptable to the securities regulators having jurisdiction in the matter and that has accepted such appointment, which appointment will be binding on the Issuer and the Securityholders.

(4) The resignation or termination of the Escrow Agent will be effective, and the Escrow Agent will cease to be bound by this Agreement, on the date that is 60 days after the date of receipt of the notices referred to above by the Escrow Agent or Issuer, as applicable, or on such other date as the Escrow Agent and the Issuer may agree upon (the "resignation or termination date"), provided that the resignation or termination date will not be less than 10 business days before a release date.

(5) If the Issuer has not appointed a successor escrow agent within 60 days of the resignation or termination date, the Escrow Agent will apply, at the Issuer's expense, to a court of

competent jurisdiction for the appointment of a successor escrow agent, and the duties and responsibilities of the Escrow Agent will cease immediately upon such appointment.

(6) On any new appointment under this section, the successor Escrow Agent will be vested with the same powers, rights, duties and obligations as if it had been originally named herein as Escrow Agent, without any further assurance, conveyance, act or deed. The predecessor Escrow Agent, upon receipt of payment for any outstanding account for its services and expenses then unpaid, will transfer, deliver and pay over to the successor Escrow Agent, who will be entitled to receive, all securities, records or other property on deposit with the predecessor Escrow Agent in relation to this Agreement and the predecessor Escrow Agent will thereupon be discharged as Escrow Agent.

(7) If any changes are made to Part 8 of this Agreement as a result of the appointment of the successor Escrow Agent, those changes must not be inconsistent with the Policy and the terms of this Agreement and the Issuer to this Agreement will file a copy of the new Agreement with the securities regulators with jurisdiction over this Agreement and the escrow securities.

## **PART 8 OTHER CONTRACTUAL ARRANGEMENTS**

### **8.1 Escrow Agent Not a Trustee**

The Escrow Agent accepts duties and responsibilities under this Agreement, and the escrow securities and any share certificates or other evidence of these securities, solely as a custodian, bailee and agent. No trust is intended to be, or is or will be, created hereby and the Escrow Agent shall owe no duties hereunder as a trustee.

### **8.2 Escrow Agent Not Responsible for Genuineness**

The Escrow Agent will not be responsible or liable in any manner whatsoever for the sufficiency, correctness, genuineness or validity of any escrow security deposited with it.

### **8.3 Escrow Agent Not Responsible for Furnished Information**

The Escrow Agent will have no responsibility for seeking, obtaining, compiling, preparing or determining the accuracy of any information or document, including the representative capacity in which a party purports to act, that the Escrow Agent receives as a condition to a release from escrow or a transfer of escrow securities within escrow under this Agreement.

### **8.4 Escrow Agent Not Responsible after Release**

The Escrow Agent will have no responsibility for escrow securities that it has released to a Securityholder or at a Securityholder's direction according to this Agreement.

## **8.5 Indemnification of Escrow Agent**

The Issuer and each Securityholder hereby jointly and severally agree to indemnify and hold harmless the Escrow Agent, its affiliates, and their current and former directors, officers, employees and agents from and against any and all claims, demands, losses, penalties, costs, expenses, fees and liabilities, including, without limitation, legal fees and expenses, directly or indirectly arising out of, in connection with, or in respect of, this Agreement, except where same result directly and principally from gross negligence, willful misconduct or bad faith on the part of the Escrow Agent. This indemnity survives the release of the escrow securities, the resignation or termination of the Escrow Agent and the termination of this Agreement.

## **8.6 Additional Provisions**

- (1) The Escrow Agent will be protected in acting and relying reasonably upon any notice, direction, instruction, order, certificate, confirmation, request, waiver, consent, receipt, statutory declaration or other paper or document (collectively referred to as "Documents") furnished to it and purportedly signed by any officer or person required to or entitled to execute and deliver to the Escrow Agent any such Document in connection with this Agreement, not only as to its due execution and the validity and effectiveness of its provisions, but also as to the truth or accuracy of any information therein contained, which it in good faith believes to be genuine.
- (2) The Escrow Agent will not be bound by any notice of a claim or demand with respect thereto, or any waiver, modification, amendment, termination or rescission of this Agreement unless received by it in writing, and signed by the other Parties and approved by the Exchange, and, if the duties or indemnification of the Escrow Agent in this Agreement are affected, unless it has given its prior written consent.
- (3) The Escrow Agent may consult with or retain such legal counsel and advisors as it may reasonably require for the purpose of discharging its duties or determining its rights under this Agreement and may rely and act upon the advice of such counsel or advisor. The Escrow Agent will give written notice to the Issuer as soon as practicable that it has retained legal counsel or other advisors. The Issuer will pay or reimburse the Escrow Agent for any reasonable fees, expenses and disbursements of such counsel or advisors.
- (4) In the event of any disagreement arising under the terms of this Agreement, the Escrow Agent will be entitled, at its option, to refuse to comply with any and all demands whatsoever until the dispute is settled either by a written agreement among the Parties or by a court of competent jurisdiction.
- (5) The Escrow Agent will have no duties or responsibilities except as expressly provided in this Agreement and will have no duty or responsibility under the Policy or arising under any other agreement, including any agreement referred to in this Agreement, to which the Escrow Agent is not a party.
- (6) The Escrow Agent will have the right not to act and will not be liable for refusing to act unless it has received clear and reasonable documentation that complies with the terms of this Agreement. Such documentation must not require the exercise of any discretion or independent judgment.
- (7) The Escrow Agent is authorized to cancel any share certificate delivered to it and hold such Securityholder's escrow securities in electronic, or uncertificated form only, pending release of such securities from escrow.

- (8) The Escrow Agent will have no responsibility with respect to any escrow securities in respect of which no share certificate or other evidence or electronic or uncertificated form of these securities has been delivered to it, or otherwise received by it.
- (9) Any entity resulting from the merger, amalgamation or continuation of Computershare or succeeding to all or substantially all of its transfer agency business (by sale of such business or otherwise), shall thereupon automatically become the Escrow Agent hereunder without further act or formality. This Agreement shall endure to the benefit of and be binding upon the parties hereto and their successors and assigns.

### **8.7 Limitation of Liability of Escrow Agent**

The Escrow Agent will not be liable to any of the Parties hereunder for any action taken or omitted to be taken by it under or in connection with this Agreement, except for losses directly, principally and immediately caused by its bad faith, willful misconduct or gross negligence. Under no circumstances will the Escrow Agent be liable for any special, indirect, incidental, consequential, exemplary, aggravated or punitive losses or damages hereunder, including any loss of profits, whether foreseeable or unforeseeable. Notwithstanding the foregoing or any other provision of this Agreement, in no event will the collective liability of the Escrow Agent under or in connection with this Agreement to any one or more Parties, except for losses directly caused by its bad faith or willful misconduct, exceed the amount of its annual fees under this Agreement or the amount of three thousand dollars (\$3,000.00), whichever amount shall be greater.

### **8.8 Remuneration of Escrow Agent**

The Issuer will pay the Escrow Agent reasonable remuneration for its services under this Agreement, which fees are subject to revision from time to time on 30 days' written notice. The Issuer will reimburse the Escrow Agent for its expenses and disbursements. Any amount due under this section and unpaid 30 days after request for such payment, will bear interest from the expiration of such period at a rate per annum equal to the then current rate charged by the Escrow Agent, payable on demand.

In the event the Issuer or the Securityholders fail to pay the Escrow Agent any amounts owing to the Escrow Agent hereunder, the Escrow Agent shall have the right not to act (including the right not to release any additional securities from escrow) and will not be liable for refusing to act until it has been fully paid all amounts owing to it hereunder. Further, in the event the Issuer fails to pay the Escrow Agent its reasonable remuneration for its services hereunder, the Escrow Agent shall be entitled to charge the Securityholders for any further release of escrowed securities and shall have the right not to act (including the right not to release any additional securities from escrow) until the Securityholders have paid such amounts to the Escrow Agent.

In the event the Issuer or the Securityholders have failed to pay the amounts owing the Escrow Agent hereunder, the Escrow Agent shall not be liable for any loss caused by a delay in the release of the escrowed securities.

### **8.9 Notice to Escrow Agent**

The Issuer shall forthwith provide a copy of the Exchange Bulletin, confirmation of listing and



posting for trading of the subject escrowed shares or such other relevant document to the Escrow Agent as it shall require in order to make the required releases. No duty shall rest with the Escrow Agent to obtain this information independently nor shall it be held liable for any loss, claim, suit or action, howsoever caused by any delay in providing this information to it.

## **PART 9           NOTICES**

### **9.1       Notice to Escrow Agent**

Documents will be considered to have been delivered to the Escrow Agent on the next business day following the date of transmission, if delivered by fax, the date of delivery, if delivered by hand during normal business hours or by prepaid courier, or 5 business days after the date of mailing, if delivered by mail, to the following:

Name: President Stock Transfer

Attention: Samantha Roberts

Address: 215 515 West Pender Street, Vancouver, BC V6B 6H5

Telephone number: 1 (604) 876 5526

E-mail address: sroberts@presidentstocktransfer.com

### **9.2       Notice to Issuer**

Documents will be considered to have been delivered to the Issuer on the next business day following the date of transmission, if delivered by fax, the date of delivery, if delivered by hand during normal business hours or by prepaid courier, or 5 business days after the date of mailing, if delivered by mail, to the following:

Name: Deploy Technologies Inc.

Attention: Darren Tindale

Address: 750 1095 West Pender Street, Vancouver, BC V6E 2M6

Telephone number: [REDACTED]

E-mail address: [REDACTED]

### **9.3       Deliveries to Securityholders**

Documents will be considered to have been delivered to a Securityholder on the date of delivery, if delivered by hand or by prepaid courier, or 5 business days after the date of mailing, if delivered by mail, to the address on the Issuer's share register.

Any share certificates or other evidence of a Securityholder's escrow securities will be sent to the Securityholder's address on the Issuer's share register unless the Securityholder has advised the Escrow Agent in writing otherwise at least ten business days before the escrow securities are released from escrow. The Issuer will provide the Escrow Agent with each Securityholder's address as listed on the Issuer's share register.

### **9.4       Change of Address**

(1) The Escrow Agent may change its address for delivery by delivering notice of the change of address to the Issuer and to each Securityholder.

(2) The Issuer may change its address for delivery by delivering notice of the change of address to the Escrow Agent and to each Securityholder.

(3) A Securityholder may change that Securityholder's address for delivery by delivering notice of the change of address to the Issuer and to the Escrow Agent.

## **9.5 Postal Interruption**

A Party to this Agreement will not mail a document it is required to mail under this Agreement if the Party is aware of an actual or impending disruption of postal service.

## **PART 10 GENERAL**

### **10.1 Interpretation - "holding securities"**

When this Agreement refers to securities that a Securityholder "holds", it means that the Securityholder has direct or indirect beneficial ownership of, or control or direction over, the securities.

### **10.2 Further Assurances**

The Parties will execute and deliver any further documents and perform any further acts reasonably requested by any of the Parties to this Agreement which are necessary to carry out the intent of this Agreement.

### **10.3 Time**

Time is of the essence of this Agreement.

### **10.4 Governing Laws**

The laws of British Columbia (the "**Principal Regulator**") and the applicable laws of Canada will govern this Agreement.

### **10.5 Consent of Securities Regulators to Amendment**

Except for amendments made under Part 3, the securities regulators with jurisdiction must approve any amendment to this Agreement and will apply mutual reliance principles in reviewing any amendments that are filed with them. Therefore, the consent of the Principal Regulator will evidence the consent of all securities regulators with jurisdiction.

### **10.6 Counterparts**

The Parties may execute this Agreement by fax and in counterparts, each of which will be considered an original and all of which will be one agreement.

### **10.7 Singular and Plural**

Wherever a singular expression is used in this Agreement, that expression is considered as including the plural or the body corporate where required by the context.

## **10.8 Language**

This Agreement has been drawn up in the English language at the request of all Parties. Cette convention a été rédigé en anglais à la demande de toutes les Parties.

## **10.9 Benefit and Binding Effect**

This Agreement will benefit and bind the Parties and their heirs, executors, administrators, successors and permitted assigns and all persons claiming through them as if they had been a Party to this Agreement.

## **10.10 Entire Agreement**

This is the entire agreement among the Parties concerning the subject matter set out in this Agreement and supersedes any and all prior understandings and agreements.

## **10.11 Successor to Escrow Agent**

Any corporation with which the Escrow Agent may be amalgamated, merged or consolidated, or any corporation succeeding to the business of the Escrow Agent will be the successor of the Escrow Agent under this Agreement without any further act on its part or on the part or any of the Parties, provided that the successor is recognized as a transfer agent by the Canadian exchange the Issuer is listed on (or if the Issuer is not listed on a Canadian exchange, by any Canadian exchange) and notice is given to the securities regulators with jurisdiction.

*[Rest of page intentionally left blank]*

The Parties have executed and delivered this Agreement as of the date set out above.

**NEW HORIZON TRANSFER INC. (formerly President Stock Transfer Inc.)**

\_\_\_\_\_  
Authorized signatory

\_\_\_\_\_  
Authorized signatory

**DEPLOY TECHNOLOGIES INC.**

---

Authorized signatory

---

Authorized signatory



**Per:** \_\_\_\_\_

Name: ◆

Title: ◆

Signed, sealed and delivered by )  
◆ in the presence of: )  
 )  
\_\_\_\_\_)  
Signature of Witness )  
 )  
\_\_\_\_\_)  
Name of Witness )  
 )

\_\_\_\_\_  
◆

**Schedule "A" to Escrow Agreement**

**Securityholder**

**Name:**

◆

**Per:** \_\_\_\_\_

Name: ◆

Title: ◆

**Address for Notice:**

\_\_\_\_\_

\_\_\_\_\_

**Delivery address for share certificates:**

\_\_\_\_\_

\_\_\_\_\_

**Securities:**

<i><b>Class or description</b></i>	<i><b>Number</b></i>	<i><b>Certificate(s) (if applicable)</b></i>
◆	◆	



**Securityholder**

Name: ◆

Signature:

\_\_\_\_\_

**Address for Notice:**

\_\_\_\_\_

\_\_\_\_\_

**Delivery address for share certificates:**

\_\_\_\_\_

\_\_\_\_\_

**Securities:**

<i>Class or description</i>	<i>Number</i>	<i>Certificate(s) (if applicable)</i>
◆	◆	

**Schedule "B" to Escrow Agreement**

**Acknowledgment and Agreement to be Bound**

I acknowledge that the securities listed in the attached Schedule "A" (the "escrow securities") have been or will be transferred to me and that the escrow securities are subject to an Escrow Agreement dated \_\_\_\_\_ (the "Escrow Agreement").

For other good and valuable consideration, I agree to be bound by the Escrow Agreement in respect of the escrow securities, as if I were an original signatory to the Escrow Agreement.

Dated at \_\_\_\_\_ on \_\_\_\_\_.

Where the transferee is an individual:

Signed, sealed and delivered by )  
[Transferee] in the presence of: )  
 )  
\_\_\_\_\_)  
Signature of Witness )  
 )  
\_\_\_\_\_) [Transferee]  
Name of Witness )  
 )

Where the transferee is not an individual:

[Transferee]  
  
\_\_\_\_\_  
Authorized signatory  
  
\_\_\_\_\_  
Authorized signatory

**SCHEDULE Z TO THE AGREEMENT  
MADE AMONG NMG, THE NMG MEMBERS,  
DEPLOY AND NEVADACO**

Voluntary Pooling Agreement

## VOLUNTARY POOLING AGREEMENT

**THIS AGREEMENT** is made effective the \_\_\_\_ day of \_\_\_\_\_, 2017 (the “**Effective Date**”).

**AMONG:**

**DEPLOY TECHNOLOGIES INC.**, a company incorporated under the laws of Nevada and having an office at 750-1095 West Pender Street, Vancouver, British Columbia, V6E 2M6

(the “**Company**”)

**AND:**

[REDACTED]

(the “**Shareholder**”)

*Removed personal contact information*

**AND:**

**NATIONAL ISSUER SERVICES LTD.**, a company incorporated under the laws of British Columbia and having an office at 760-777 Hornby Street, Vancouver, British Columbia, V6Z 1S4

(the “**Pooling Agent**”)

**WHEREAS:**

- (A) On ◆, 2017 the Company, Nevada Medical Group LLC (“**NMG**”), and the shareholders of NMG entered into a share exchange agreement (the “**Share Exchange Agreement**”), whereby the parties agreed to complete a transaction pursuant to which the Company will acquire all of the issued and outstanding securities of NMG from the Shareholder (the “**Acquisition**”) and, on completion of the Acquisition, the Shareholder will receive 212,121 common shares in the capital of the Company;
- (B) The Shareholder has agreed to pool the common shares in the capital of the Company (the “**Shares**”) that are held by the Shareholder (the “**Pooled Shares**”) to be held in escrow pursuant to the terms set out herein;
- (C) These recitals and any statements of fact in this Agreement are made by the Company and the Shareholder and not by the Pooling Agent;

**NOW THEREFORE** in consideration of the covenants contained in this Agreement and other good and valuable consideration (the receipt and sufficiency of which is acknowledged), the parties hereto agree as follows:

**1. General Restriction on Sales, Pledges, etc.**

The Shareholder shall not directly or indirectly sell, assign, transfer, pledge, mortgage, or otherwise dispose of or encumber any legal or beneficial interest in the Pooled Shares, (each of which is a “**Transaction**”) or any portion thereof, nor shall it agree to do any such Transaction until after the Pooled Shares that are the subject of such a Transaction are released pursuant to Section 5.1.

**2. Voting of Shares in Pool**

All and any voting rights attached to the Pooled Shares shall at all times be exercised by the Shareholder by giving written instructions to the Pooling Agent, and all rights attached thereto including the right to receive payment of any dividends shall be for the benefit of the Shareholder.

**3. Non-Applicability of Standstill Clause**

The restrictions in Section 1 do not apply to the Shareholder in the case of a take-over bid, amalgamation, arrangement, merger or similar transaction of the Company by a third party who is arm’s length to the Company.

**4. Delivery of the Escrow Shares**

The Company, on behalf of the Shareholder shall deposit the Pooled Shares with the Pooling Agent. Upon receipt of the Pooled Shares, the Pooling Agent shall, in writing with a separate receipt, acknowledge receipt of the Pooled Shares. The Pooled Shares shall be held by the Pooling Agent in accordance with the terms and conditions of this Agreement. Upon deposit into escrow, the Pooling Agent will send a notice to the Shareholder with the details of the number of Pooled Shares of the Shareholder held in escrow by the Pooling Agent and the release dates in accordance with this Agreement.

**5. Release of Shares**

5.1 Subject to Section 6.1 hereof, the Shareholder hereby agrees that the Pooled Shares are to be held by the Pooling Agent and released to the Shareholder on the date which is twelve months after the Effective Date (the “**Release Date**”).

5.2 The Shareholder shall be entitled, from time to time, to a letter or receipt from the Pooling Agent stating the number of Shares represented by a certificate or certificates held for the Shareholder by the Pooling Agent, subject to the terms of this Agreement, but such letter or receipt shall not be assignable.

5.3 The Pooling Agent will send to the Shareholder any share certificate or other evidence of that Shareholder's Pooled Shares in the possession of the Pooling Agent released from escrow as soon as reasonably practicable after the Release Date described in Section 5.1 of this Agreement.

5.4 Notwithstanding anything contained in this Section 5, the Release Date described in Section 5.1 may be subject to acceleration at the sole discretion of the Company by providing five (5) days' notice to the Shareholder and Pooling Agent pursuant to Section 13 of this Agreement.

5.5 In the event that the Shareholder's Pooled Shares are attached, garnished or levied upon under any court order, or if the delivery of such property is stayed or enjoined by any court order or if any court order, judgment or decree is made or entered affecting such property or affecting any act by the Pooling Agent, the Pooling Agent will obey and comply with all writs, orders, judgments or decrees so entered or issued, whether with or without jurisdiction, notwithstanding any provision of this Agreement to the contrary. If the Pooling Agent obeys and complies with any such writs, orders, judgments or decrees, it will not be liable to any of the parties hereto or to any other person, firm, association or corporation by reason of such compliance, notwithstanding that such writs, orders, judgments or decrees may be subsequently reversed, modified, annulled, set aside or vacated.

## **6. Termination**

6.1 This Agreement may be terminated upon the written agreement of all parties.

6.2 The Pooling Agent may resign as Pooling Agent by giving not less than five (5) days' notice thereof to the Shareholder and the Company. The Shareholder and the Company may terminate the Pooling Agent by giving not less than five (5) days' notice to the Pooling Agent. The resignation or termination of the Pooling Agent will be effective and the Pooling Agent will cease to be bound by this Agreement on the date that is five (5) days after the date of receipt of the termination notice given hereunder or on such other date as the Pooling Agent, the Shareholder and the Company may agree upon. All indemnities granted to the Pooling Agent herein will survive the termination of this Agreement or the termination or resignation of the Pooling Agent. In the event of termination or resignation of the Pooling Agent for any reason, the Pooling Agent shall, within that five (5) days' notice period deliver the Shareholder's Shares to the new trustee to be named by the Shareholder and the Company.

## **7. Reorganizations, etc.**

If, during the period in which any of the Pooled Shares are retained in escrow pursuant to this Agreement, a reorganization affecting the share capital occurs, then and in each such event, the Pooled Shares shall be released and replaced by the shares of stock and other securities and property upon the terms and conditions provided in the relevant reorganization documents.

## **8. Responsibility of the Pooling Agent**

8.1 The Company acknowledges and agrees that the Pooling Agent acts hereunder as a depository only and (i) shall not be responsible or liable in any manner whatsoever for the sufficiency, correctness, genuineness or validity of any instrument, statement, certificate, request

or other document deposited with it, for the form or execution of such documents, for the identity, authority or right of any person or party executing or depositing such instruments or for determining or compelling compliance therewith, and shall not otherwise be bound thereby; (ii) shall be obligated only for the performance of such duties as are expressly and specifically set forth in this Agreement on its part to be performed, and no implied duties or obligations of any kind shall be read into this Agreement against or on the part of the Pooling Agent; (iii) shall not be required to take notice of any default or to take any action with respect to such default; (iv) may rely on and shall be protected in acting or refraining from acting upon any written notice, instruction (including, without limitation, wire transfer instructions, whether incorporated herein or provided in a separate written instruction), instrument, statement, certificate, request or other document furnished to it hereunder and believed by it to be genuine and to have been signed or presented by the proper person, and shall have no responsibility for determining the accuracy thereof; (v) may employ and consult counsel satisfactory to it, including in-house counsel for any of the parties hereto, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in accordance with the opinion of such counsel; and, (vi) shall not be responsible for delays or failures in performance resulting from acts beyond its control, including without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, communication line failures, computer viruses, power failures, earthquakes or other disasters.

8.2 The Pooling Agent may employ such counsel, accountants, engineers, appraisers, other experts, agents, agencies and advisors as it may reasonably require for the purpose of determining and discharging its duties under this Agreement, and the Pooling Agent may act and shall be protected in acting or not acting in good faith on the opinion or advice or on information obtained from any such parties and shall not be responsible for any misconduct on the part of any of them. The reasonable costs of such services shall be added to and be part of the Pooling Agent's fee hereunder.

8.3 The Pooling Agent shall retain the right not to act and shall not be held liable for refusing to act unless it has received clear and reasonable documentation which complies with the terms of this Agreement. Such documentation must not require the exercise of any discretion or independent judgment.

8.4 The Company shall pay the costs and expenses of the Pooling Agent's services hereunder, and the costs and expenses reasonably incurred by the Pooling Agent in connection with the administration of the escrow created hereby or the performance or observance of its duties hereunder which are in excess of its compensation for normal services hereunder and covered by the remuneration, including without limitation, all out-of-pocket expenses and disbursements incurred or made by the Pooling Agent in the administration of its services and duties created hereby (including the reasonable fees and disbursements of its outside counsel and other outside advisors required for discharge of its duties hereunder).

8.5 Subject to Section 2, The Pooling Agent does not have any interest in the Pooled Shares but is serving as escrow agent only and having only possession thereof. This Section 8.5 shall survive notwithstanding any termination of the Agreement or the resignation or removal of the Pooling Agent.

8.6 The Pooling Agent will have no responsibility for escrow securities that it has released to a securityholder or at the Company's direction according to this Agreement.

8.7 In addition to and without limiting any other protection of the Pooling Agent hereunder or otherwise by law, the Company agrees to indemnify and hold harmless the Pooling Agent and its officers, directors, employees and agents and former officers, directors, employees, and agents harmless from and against any and all liabilities, losses, claims, damages, penalties, actions, suits, demands, levies, costs, expenses and disbursements including any and all reasonable legal and adviser fees and disbursements of whatever kind or nature which may at any time be suffered by, imposed on, incurred by or asserted against the Pooling Agent, whether groundless or otherwise, howsoever arising from or out of any act, omission or error of the Pooling Agent in connection with this Agreement unless arising from the gross negligence or wilful misconduct or bad faith on the part of the Pooling Agent. Notwithstanding any other provision hereof, this indemnity shall survive the removal or resignation of the Pooling Agent and the termination of this Agreement.

## **9. Further Assurance**

The parties shall, upon reasonable request and without unreasonable delay, execute and deliver any further documents or assurances and perform any acts necessary to carry out the intent and purposes of this Agreement. The Shareholder will allow a representative of the Company to inspect, at Company's costs, the physical certificate representing the Pooled Shares in order to ensure compliance with this Agreement during normal business hours on reasonable notice to the Shareholder provided that such inspections will not unduly impact or impede the ordinary business operations of the Shareholder.

## **10. Time**

Time is of the essence of this agreement.

## **11. Governing Laws and Venue**

This agreement shall be construed in accordance with and governed by the laws of British Columbia and the laws of Canada applicable in British Columbia. The parties attorn to British Columbia in the event of any legal proceedings involving this Agreement.

## **12. Counterparts**

This agreement may be executed by facsimile in two counterparts, each of which shall be deemed to be an original and all of which shall constitute one agreement.

## **13. Notices**

All notices that may be or are required to be given pursuant to any provision of this Agreement are to be given or made in writing and served personally, delivered by courier or sent by facsimile or other electronic transmission:

- (a) in the case of the Company, to:



**Deploy Technologies Inc.**

750-1095 West Pender Street

Vancouver, BC V6E 2M6

Attention: Darren Tindale

Fax: ◆

E-mail: [REDACTED]

with a copy (which shall not constitute notice) to:

**McMillan LLP**

Suite 1500, 1055 West Georgia Street

Vancouver, BC, V6E 4N7

Attention: Desmond Balakrishnan

Fax: 604-685-7084

Email: desmond.balakrishnan@mcmillan.ca;

(b) in the case of the Shareholder, to the address provided above;

(c) in the case of the Pooling Agent to:

**National Issuer Services Ltd.**

760-777 Hornby Street

Vancouver, BC, V6Z 1S4

Attention: David Eppert

Fax: 604-559-8908

Email: david@transferagent.ca

**14. Enurement**

This agreement enures to the benefit of and is binding on the parties and their heirs, executors, administrators, successors and permitted assigns.

The parties have executed and delivered this agreement as of the date of reference of this agreement.

*[Signature Page Follows]*

**DEPLOY TECHNOLOGIES INC.**

Per: \_\_\_\_\_  
Authorized Signatory  
Name:  
Title:

**NATIONAL ISSUER SERVICES LTD.**

Per: \_\_\_\_\_  
Authorized Signatory  
Name:  
Title:

**TI NEVADA, LLC,**

Per: \_\_\_\_\_  
Authorized Signatory  
Name:  
Title:

## VOLUNTARY POOLING AGREEMENT

**THIS AGREEMENT** is made effective the \_\_\_\_ day of \_\_\_\_\_, 2017 (the “**Effective Date**”).

### AMONG:

**DEPLOY TECHNOLOGIES INC.**, a company incorporated under the laws of Nevada and having an office at 750-1095 West Pender Street, Vancouver, British Columbia, V6E 2M6

(the “**Company**”)

### AND:

**TI NEVADA, LLC**, a company incorporated under the laws of Nevada, and [REDACTED]

*Removed personal contact information*

(the “**Shareholder**”)

### AND:

**NATIONAL ISSUER SERVICES LTD.**, a company incorporated under the laws of British Columbia and having an office at 760-777 Hornby Street, Vancouver, British Columbia, V6Z 1S4

(the “**Pooling Agent**”)

### WHEREAS:

- (A) On ◆, 2017 the Company, Nevada Medical Group LLC (“**NMG**”), and the shareholders of NMG entered into a share exchange agreement (the “**Share Exchange Agreement**”), whereby the parties agreed to complete a transaction pursuant to which the Company will acquire all of the issued and outstanding securities of NMG from the Shareholder (the “**Acquisition**”) and, on completion of the Acquisition, the Shareholder will receive 2,037,879 common shares in the capital of the Company;
- (B) The Shareholder has agreed to pool the common shares in the capital of the Company (the “**Shares**”) that are held by the Shareholder (the “**Pooled Shares**”) to be held in escrow pursuant to the terms set out herein;
- (C) These recitals and any statements of fact in this Agreement are made by the Company and the Shareholder and not by the Pooling Agent;

**NOW THEREFORE** in consideration of the covenants contained in this Agreement and other good and valuable consideration (the receipt and sufficiency of which is acknowledged), the parties hereto agree as follows:

**1. General Restriction on Sales, Pledges, etc.**

The Shareholder shall not directly or indirectly sell, assign, transfer, pledge, mortgage, or otherwise dispose of or encumber any legal or beneficial interest in the Pooled Shares, (each of which is a “**Transaction**”) or any portion thereof, nor shall it agree to do any such Transaction until after the Pooled Shares that are the subject of such a Transaction are released pursuant to Section 5.1.

**2. Voting of Shares in Pool**

All and any voting rights attached to the Pooled Shares shall at all times be exercised by the Shareholder by giving written instructions to the Pooling Agent, and all rights attached thereto including the right to receive payment of any dividends shall be for the benefit of the Shareholder.

**3. Non-Applicability of Standstill Clause**

The restrictions in Section 1 do not apply to the Shareholder in the case of a take-over bid, amalgamation, arrangement, merger or similar transaction of the Company by a third party who is arm’s length to the Company.

**4. Delivery of the Escrow Shares**

The Company, on behalf of the Shareholder shall deposit the Pooled Shares with the Pooling Agent. Upon receipt of the Pooled Shares, the Pooling Agent shall, in writing with a separate receipt, acknowledge receipt of the Pooled Shares. The Pooled Shares shall be held by the Pooling Agent in accordance with the terms and conditions of this Agreement. Upon deposit into escrow, the Pooling Agent will send a notice to the Shareholder with the details of the number of Pooled Shares of the Shareholder held in escrow by the Pooling Agent and the release dates in accordance with this Agreement.

**5. Release of Shares**

5.1 Subject to Section 6.1 hereof, the Shareholder hereby agrees that the Pooled Shares are to be held by the Pooling Agent and released to the Shareholder on the following basis:

- (a) 169,823 of the Pooled Shares on the date which is three months after the Effective Date (the “**First Release Date**”);
- (b) 169,823 of the Pooled Shares every three months thereafter for the next 30 months; and
- (c) 169,826 of the Pooled Shares on the date that is thirty-six months after the First Release Date.

5.2 The Shareholder shall be entitled, from time to time, to a letter or receipt from the Pooling Agent stating the number of Shares represented by a certificate or certificates held for the Shareholder by the Pooling Agent, subject to the terms of this Agreement, but such letter or receipt shall not be assignable.

5.3 The Pooling Agent will send to the Shareholder any share certificate or other evidence of that Shareholder's Pooled Shares in the possession of the Pooling Agent released from escrow as soon as reasonably practicable after the release described in Section 5.1 of this Agreement.

5.4 Notwithstanding anything contained in this Section 5, the release schedule described in Section 5.1 may be subject to acceleration at the sole discretion of the Company by providing five (5) days' notice to the Shareholder and Pooling Agent pursuant to Section 13 of this Agreement.

5.5 In the event that the Shareholder's Pooled Shares are attached, garnished or levied upon under any court order, or if the delivery of such property is stayed or enjoined by any court order or if any court order, judgment or decree is made or entered affecting such property or affecting any act by the Pooling Agent, the Pooling Agent will obey and comply with all writs, orders, judgments or decrees so entered or issued, whether with or without jurisdiction, notwithstanding any provision of this Agreement to the contrary. If the Pooling Agent obeys and complies with any such writs, orders, judgments or decrees, it will not be liable to any of the parties hereto or to any other person, firm, association or corporation by reason of such compliance, notwithstanding that such writs, orders, judgments or decrees may be subsequently reversed, modified, annulled, set aside or vacated.

## **6. Termination**

6.1 This Agreement may be terminated upon the written agreement of all parties.

6.2 The Pooling Agent may resign as Pooling Agent by giving not less than five (5) days' notice thereof to the Shareholder and the Company. The Shareholder and the Company may terminate the Pooling Agent by giving not less than five (5) days' notice to the Pooling Agent. The resignation or termination of the Pooling Agent will be effective and the Pooling Agent will cease to be bound by this Agreement on the date that is five (5) days after the date of receipt of the termination notice given hereunder or on such other date as the Pooling Agent, the Shareholder and the Company may agree upon. All indemnities granted to the Pooling Agent herein will survive the termination of this Agreement or the termination or resignation of the Pooling Agent. In the event of termination or resignation of the Pooling Agent for any reason, the Pooling Agent shall, within that five (5) days' notice period deliver the Shareholder's Shares to the new trustee to be named by the Shareholder and the Company.

## **7. Reorganizations, etc.**

If, during the period in which any of the Pooled Shares are retained in escrow pursuant to this Agreement, a reorganization affecting the share capital occurs, then and in each such event, the Pooled Shares shall be released and replaced by the shares of stock and other securities and property upon the terms and conditions provided in the relevant reorganization documents.

## **8. Responsibility of the Pooling Agent**

8.1 The Company acknowledges and agrees that the Pooling Agent acts hereunder as a depository only and (i) shall not be responsible or liable in any manner whatsoever for the sufficiency, correctness, genuineness or validity of any instrument, statement, certificate, request or other document deposited with it, for the form or execution of such documents, for the identity, authority or right of any person or party executing or depositing such instruments or for determining or compelling compliance therewith, and shall not otherwise be bound thereby; (ii) shall be obligated only for the performance of such duties as are expressly and specifically set forth in this Agreement on its part to be performed, and no implied duties or obligations of any kind shall be read into this Agreement against or on the part of the Pooling Agent; (iii) shall not be required to take notice of any default or to take any action with respect to such default; (iv) may rely on and shall be protected in acting or refraining from acting upon any written notice, instruction (including, without limitation, wire transfer instructions, whether incorporated herein or provided in a separate written instruction), instrument, statement, certificate, request or other document furnished to it hereunder and believed by it to be genuine and to have been signed or presented by the proper person, and shall have no responsibility for determining the accuracy thereof; (v) may employ and consult counsel satisfactory to it, including in-house counsel for any of the parties hereto, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in accordance with the opinion of such counsel; and, (vi) shall not be responsible for delays or failures in performance resulting from acts beyond its control, including without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, communication line failures, computer viruses, power failures, earthquakes or other disasters.

8.2 The Pooling Agent may employ such counsel, accountants, engineers, appraisers, other experts, agents, agencies and advisors as it may reasonably require for the purpose of determining and discharging its duties under this Agreement, and the Pooling Agent may act and shall be protected in acting or not acting in good faith on the opinion or advice or on information obtained from any such parties and shall not be responsible for any misconduct on the part of any of them. The reasonable costs of such services shall be added to and be part of the Pooling Agent's fee hereunder.

8.3 The Pooling Agent shall retain the right not to act and shall not be held liable for refusing to act unless it has received clear and reasonable documentation which complies with the terms of this Agreement. Such documentation must not require the exercise of any discretion or independent judgment.

8.4 The Company shall pay the costs and expenses of the Pooling Agent's services hereunder, and the costs and expenses reasonably incurred by the Pooling Agent in connection with the administration of the escrow created hereby or the performance or observance of its duties hereunder which are in excess of its compensation for normal services hereunder and covered by the remuneration, including without limitation, all out-of-pocket expenses and disbursements incurred or made by the Pooling Agent in the administration of its services and duties created hereby (including the reasonable fees and disbursements of its outside counsel and other outside advisors required for discharge of its duties hereunder).

8.5 Subject to Section 2, The Pooling Agent does not have any interest in the Pooled Shares but is serving as escrow agent only and having only possession thereof. This Section 8.5 shall survive notwithstanding any termination of the Agreement or the resignation or removal of the Pooling Agent.

8.6 The Pooling Agent will have no responsibility for escrow securities that it has released to a securityholder or at the Company's direction according to this Agreement.

8.7 In addition to and without limiting any other protection of the Pooling Agent hereunder or otherwise by law, the Company agrees to indemnify and hold harmless the Pooling Agent and its officers, directors, employees and agents and former officers, directors, employees, and agents harmless from and against any and all liabilities, losses, claims, damages, penalties, actions, suits, demands, levies, costs, expenses and disbursements including any and all reasonable legal and adviser fees and disbursements of whatever kind or nature which may at any time be suffered by, imposed on, incurred by or asserted against the Pooling Agent, whether groundless or otherwise, howsoever arising from or out of any act, omission or error of the Pooling Agent in connection with this Agreement unless arising from the gross negligence or wilful misconduct or bad faith on the part of the Pooling Agent. Notwithstanding any other provision hereof, this indemnity shall survive the removal or resignation of the Pooling Agent and the termination of this Agreement.

## **9. Further Assurance**

The parties shall, upon reasonable request and without unreasonable delay, execute and deliver any further documents or assurances and perform any acts necessary to carry out the intent and purposes of this Agreement. The Shareholder will allow a representative of the Company to inspect, at Company's costs, the physical certificate representing the Pooled Shares in order to ensure compliance with this Agreement during normal business hours on reasonable notice to the Shareholder provided that such inspections will not unduly impact or impede the ordinary business operations of the Shareholder.

## **10. Time**

Time is of the essence of this agreement.

## **11. Governing Laws and Venue**

This agreement shall be construed in accordance with and governed by the laws of British Columbia and the laws of Canada applicable in British Columbia. The parties attorn to British Columbia in the event of any legal proceedings involving this Agreement.

## **12. Counterparts**

This agreement may be executed by facsimile in two counterparts, each of which shall be deemed to be an original and all of which shall constitute one agreement.

### 13. Notices

All notices that may be or are required to be given pursuant to any provision of this Agreement are to be given or made in writing and served personally, delivered by courier or sent by facsimile or other electronic transmission:

(a) in the case of the Company, to:


**Deploy Technologies Inc.**

750-1095 West Pender Street

Vancouver, BC V6E 2M6

Attention: Darren Tindale

Fax: ◆

E-mail: 

with a copy (which shall not constitute notice) to:

**McMillan LLP**

Suite 1500, 1055 West Georgia Street

Vancouver, BC, V6E 4N7

Attention: Desmond Balakrishnan

Fax: 604-685-7084

Email: desmond.balakrishnan@mcmillan.ca;

(b) in the case of the Shareholder, to the address provided above;

(c) in the case of the Pooling Agent to:

**National Issuer Services Ltd.**

760-777 Hornby Street

Vancouver, BC, V6Z 1S4

Attention: David Eppert

Fax: 604-559-8908

Email: david@transferagent.ca

### 14. Enurement

This agreement enures to the benefit of and is binding on the parties and their heirs, executors, administrators, successors and permitted assigns.

The parties have executed and delivered this agreement as of the date of reference of this agreement.

*[Signature Page Follows]*



**DEPLOY TECHNOLOGIES INC.**

Per: \_\_\_\_\_  
Authorized Signatory  
Name:  
Title:

**NATIONAL ISSUER SERVICES LTD.**

Per: \_\_\_\_\_  
Authorized Signatory  
Name:  
Title:

**TI NEVADA, LLC,**

Per: \_\_\_\_\_  
Authorized Signatory  
Name:  
Title:

## VOLUNTARY POOLING AGREEMENT

**THIS AGREEMENT** is made effective the \_\_\_\_ day of \_\_\_\_\_, 2017 (the “**Effective Date**”).

**AMONG:**

**DEPLOY TECHNOLOGIES INC.**, a company incorporated under the laws of Nevada and having an office at 750-1095 West Pender Street, Vancouver, British Columbia, V6E 2M6

(the “**Company**”)

**AND:**

\_\_\_\_\_  
(print name of Shareholder), having an address at:

\_\_\_\_\_  
(print address of Shareholder)

(the “**Shareholder**”)

**AND:**

**NATIONAL ISSUER SERVICES LTD.**, a company incorporated under the laws of British Columbia and having an office at 760-777 Hornby Street, Vancouver, British Columbia, V6Z 1S4

(the “**Pooling Agent**”)

**WHEREAS:**

- (A) On ◆, 2017 the Company, Nevada Medical Group LLC (“**NMG**”), and the shareholders of NMG entered into a share exchange agreement (the “**Share Exchange Agreement**”), whereby the parties agreed to complete a transaction pursuant to which the Company will acquire all of the issued and outstanding securities of NMG from the Shareholder (the “**Acquisition**”) and, on completion of the Acquisition, the Shareholder will receive common shares in the capital of the Company;
- (B) The Shareholder has agreed to pool the common shares in the capital of the Company (the “**Shares**”) that are held by the Shareholder (the “**Pooled Shares**”) to be held in escrow pursuant to the terms set out herein;
- (C) The Company has entered into pooling agreements with various parties on the same terms and conditions contained herein (the “**Collective Pooling Agreements**”);

- (D) These recitals and any statements of fact in this Agreement are made by the Company and the Shareholder and not by the Pooling Agent;

**NOW THEREFORE** in consideration of the covenants contained in this Agreement and other good and valuable consideration (the receipt and sufficiency of which is acknowledged), the parties hereto agree as follows:

**1. General Restriction on Sales, Pledges, etc.**

The Shareholder shall not directly or indirectly sell, assign, transfer, pledge, mortgage, or otherwise dispose of or encumber any legal or beneficial interest in the Pooled Shares, (each of which is a “**Transaction**”) or any portion thereof, nor shall it agree to do any such Transaction until after the Pooled Shares that are the subject of such a Transaction are released pursuant to Section 5.1.

**2. Voting of Shares in Pool**

All and any voting rights attached to the Pooled Shares shall at all times be exercised by the Shareholder by giving written instructions to the Pooling Agent, and all rights attached thereto including the right to receive payment of any dividends shall be for the benefit of the Shareholder.

**3. Non-Applicability of Standstill Clause**

The restrictions in Section 1 do not apply to the Shareholder in the case of a take-over bid, amalgamation, arrangement, merger or similar transaction of the Company by a third party who is arm’s length to the Company.

**4. Delivery of the Escrow Shares**

The Company, on behalf of the Shareholder shall deposit the Pooled Shares with the Pooling Agent. Upon receipt of the Pooled Shares, the Pooling Agent shall, in writing with a separate receipt, acknowledge receipt of the Pooled Shares. The Pooled Shares shall be held by the Pooling Agent in accordance with the terms and conditions of this Agreement. Upon deposit into escrow, the Pooling Agent will send a notice to the Shareholder with the details of the number of Pooled Shares of the Shareholder held in escrow by the Pooling Agent and the release dates in accordance with this Agreement.

**5. Release of Shares**

5.1 Subject to Section 6.1 hereof, the Shareholder hereby agrees that the Pooled Shares are to be held by the Pooling Agent and released to the Shareholder on the following basis:

- (a) 10% of the Pooled Shares on the date which is six months after the Effective Date (the “**First Release Date**”);
- (b) 20% of the Pooled Shares on the date that is six months after the First Release Date;

- (c) 25% of the Pooled Shares on the date that is twelve months after the First Release Date; and
- (d) 45% of the Pooled Shares on the date that is eighteen months after the First Release Date.

5.2 The Shareholder shall be entitled, from time to time, to a letter or receipt from the Pooling Agent stating the number of Shares represented by a certificate or certificates held for the Shareholder by the Pooling Agent, subject to the terms of this Agreement, but such letter or receipt shall not be assignable.

5.3 The Pooling Agent will send to the Shareholder any share certificate or other evidence of that Shareholder's Pooled Shares in the possession of the Pooling Agent released from escrow as soon as reasonably practicable after the release described in Section 5.1 of this Agreement.

5.4 Notwithstanding anything contained in this Section 5, the release schedule described in Section 5.1 may be subject to acceleration at the sole discretion of the Company by providing five (5) days' notice to the Shareholder and Pooling Agent pursuant to Section 13 of this Agreement. The Company will only accelerate the release described in Section 5.1 if it elects to accelerate the releases among all Collective Pooling Agreements on the same terms.

5.5 In the event that the Shareholder's Pooled Shares are attached, garnished or levied upon under any court order, or if the delivery of such property is stayed or enjoined by any court order or if any court order, judgment or decree is made or entered affecting such property or affecting any act by the Pooling Agent, the Pooling Agent will obey and comply with all writs, orders, judgments or decrees so entered or issued, whether with or without jurisdiction, notwithstanding any provision of this Agreement to the contrary. If the Pooling Agent obeys and complies with any such writs, orders, judgments or decrees, it will not be liable to any of the parties hereto or to any other person, firm, association or corporation by reason of such compliance, notwithstanding that such writs, orders, judgments or decrees may be subsequently reversed, modified, annulled, set aside or vacated.

## **6. Termination**

6.1 This Agreement may be terminated upon the written agreement of all parties.

6.2 The Pooling Agent may resign as Pooling Agent by giving not less than five (5) days' notice thereof to the Shareholder and the Company. The Shareholder and the Company may terminate the Pooling Agent by giving not less than five (5) days' notice to the Pooling Agent. The resignation or termination of the Pooling Agent will be effective and the Pooling Agent will cease to be bound by this Agreement on the date that is five (5) days after the date of receipt of the termination notice given hereunder or on such other date as the Pooling Agent, the Shareholder and the Company may agree upon. All indemnities granted to the Pooling Agent herein will survive the termination of this Agreement or the termination or resignation of the Pooling Agent. In the event of termination or resignation of the Pooling Agent for any reason, the Pooling Agent shall, within that five (5) days' notice period deliver the Shareholder's Shares to the new trustee to be named by the Shareholder and the Company.

## **7. Reorganizations, etc.**

If, during the period in which any of the Pooled Shares are retained in escrow pursuant to this Agreement, a reorganization affecting the share capital occurs, then and in each such event, the Pooled Shares shall be released and replaced by the shares of stock and other securities and property upon the terms and conditions provided in the relevant reorganization documents.

## **8. Responsibility of the Pooling Agent**

8.1 The Company acknowledges and agrees that the Pooling Agent acts hereunder as a depository only and (i) shall not be responsible or liable in any manner whatsoever for the sufficiency, correctness, genuineness or validity of any instrument, statement, certificate, request or other document deposited with it, for the form or execution of such documents, for the identity, authority or right of any person or party executing or depositing such instruments or for determining or compelling compliance therewith, and shall not otherwise be bound thereby; (ii) shall be obligated only for the performance of such duties as are expressly and specifically set forth in this Agreement on its part to be performed, and no implied duties or obligations of any kind shall be read into this Agreement against or on the part of the Pooling Agent; (iii) shall not be required to take notice of any default or to take any action with respect to such default; (iv) may rely on and shall be protected in acting or refraining from acting upon any written notice, instruction (including, without limitation, wire transfer instructions, whether incorporated herein or provided in a separate written instruction), instrument, statement, certificate, request or other document furnished to it hereunder and believed by it to be genuine and to have been signed or presented by the proper person, and shall have no responsibility for determining the accuracy thereof; (v) may employ and consult counsel satisfactory to it, including in-house counsel for any of the parties hereto, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in accordance with the opinion of such counsel; and, (vi) shall not be responsible for delays or failures in performance resulting from acts beyond its control, including without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, communication line failures, computer viruses, power failures, earthquakes or other disasters.

8.2 The Pooling Agent may employ such counsel, accountants, engineers, appraisers, other experts, agents, agencies and advisors as it may reasonably require for the purpose of determining and discharging its duties under this Agreement, and the Pooling Agent may act and shall be protected in acting or not acting in good faith on the opinion or advice or on information obtained from any such parties and shall not be responsible for any misconduct on the part of any of them. The reasonable costs of such services shall be added to and be part of the Pooling Agent's fee hereunder.

8.3 The Pooling Agent shall retain the right not to act and shall not be held liable for refusing to act unless it has received clear and reasonable documentation which complies with the terms of this Agreement. Such documentation must not require the exercise of any discretion or independent judgment.

8.4 The Company shall pay the costs and expenses of the Pooling Agent's services hereunder, and the costs and expenses reasonably incurred by the Pooling Agent in connection with the administration of the escrow created hereby or the performance or observance of its duties hereunder which are in excess of its compensation for normal services hereunder and covered by the remuneration, including without limitation, all out-of-pocket expenses and disbursements incurred or made by the Pooling Agent in the administration of its services and duties created hereby (including the reasonable fees and disbursements of its outside counsel and other outside advisors required for discharge of its duties hereunder).

8.5 Subject to Section 2, The Pooling Agent does not have any interest in the Pooled Shares but is serving as escrow agent only and having only possession thereof. This Section 8.5 shall survive notwithstanding any termination of the Agreement or the resignation or removal of the Pooling Agent.

8.6 The Pooling Agent will have no responsibility for escrow securities that it has released to a securityholder or at the Company's direction according to this Agreement.

8.7 In addition to and without limiting any other protection of the Pooling Agent hereunder or otherwise by law, the Company agrees to indemnify and hold harmless the Pooling Agent and its officers, directors, employees and agents and former officers, directors, employees, and agents harmless from and against any and all liabilities, losses, claims, damages, penalties, actions, suits, demands, levies, costs, expenses and disbursements including any and all reasonable legal and adviser fees and disbursements of whatever kind or nature which may at any time be suffered by, imposed on, incurred by or asserted against the Pooling Agent, whether groundless or otherwise, howsoever arising from or out of any act, omission or error of the Pooling Agent in connection with this Agreement unless arising from the gross negligence or wilful misconduct or bad faith on the part of the Pooling Agent. Notwithstanding any other provision hereof, this indemnity shall survive the removal or resignation of the Pooling Agent and the termination of this Agreement.

## **9. Further Assurance**

The parties shall, upon reasonable request and without unreasonable delay, execute and deliver any further documents or assurances and perform any acts necessary to carry out the intent and purposes of this Agreement. The Shareholder will allow a representative of the Company to inspect, at Company's costs, the physical certificate representing the Pooled Shares in order to ensure compliance with this Agreement during normal business hours on reasonable notice to the Shareholder provided that such inspections will not unduly impact or impede the ordinary business operations of the Shareholder.

## **10. Time**

Time is of the essence of this agreement.

## 11. Governing Laws and Venue

This agreement shall be construed in accordance with and governed by the laws of British Columbia and the laws of Canada applicable in British Columbia. The parties attorn to British Columbia in the event of any legal proceedings involving this Agreement.

## 12. Counterparts

This agreement may be executed by facsimile in two counterparts, each of which shall be deemed to be an original and all of which shall constitute one agreement.

## 13. Notices

All notices that may be or are required to be given pursuant to any provision of this Agreement are to be given or made in writing and served personally, delivered by courier or sent by facsimile or other electronic transmission:

(a) in the case of the Company, to:


**Deploy Technologies Inc.**

750-1095 West Pender Street

Vancouver, BC V6E 2M6

Attention: Darren Tindale

Fax: ◆

E-mail: 

with a copy (which shall not constitute notice) to:

**McMillan LLP**

Suite 1500, 1055 West Georgia Street

Vancouver, BC, V6E 4N7

Attention: Desmond Balakrishnan

Fax: 604-685-7084

Email: desmond.balakrishnan@mcmillan.ca;

(b) in the case of the Shareholder, to the address provided above;

(c) in the case of the Pooling Agent to:

**National Issuer Services Ltd.**

760-777 Hornby Street

Vancouver, BC, V6Z 1S4

Attention: David Eppert

Fax: 604-559-8908

Email: david@transferagent.ca

**14. Enurement**

This agreement enures to the benefit of and is binding on the parties and their heirs, executors, administrators, successors and permitted assigns.

The parties have executed and delivered this agreement as of the date of reference of this agreement.

*[Signature Page Follows]*



**DEPLOY TECHNOLOGIES INC.**

Per: \_\_\_\_\_  
Authorized Signatory  
Name:  
Title:

**NATIONAL ISSUER SERVICES LTD.**

Per: \_\_\_\_\_  
Authorized Signatory  
Name:  
Title:

**SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:**

\_\_\_\_\_  
Witness

Legal name (printed) and Address of Witness:  
\_\_\_\_\_  
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\_\_\_\_\_  
Shareholder Name:

**SCHEDULE AA TO THE AGREEMENT  
MADE AMONG NMG, THE NMG MEMBERS,  
DEPLOY AND NEVADACO**

Consultant Agreement with TI Nevada

## CONSULTING AGREEMENT

**THIS AGREEMENT** dated as of the \_\_\_\_ day of \_\_\_\_\_, 2017 (the “**Effective Date**”).

AMONG:

**DEPLOY TECHNOLOGIES INC.**, a corporation incorporated under the laws of Nevada and having an office at 750-1095 West Pender Street, Vancouver, British Columbia, V6E 2M6 (the “**Company**”)

AND:

**NEVADA MEDICAL GROUP LLC**, a limited liability company organized under the laws of Nevada, and having an office at 4785 S. Durango Drive, Suite 204, Las Vegas, NV 89147 (“**NMG**”)

AND:

**TI NEVADA, LLC**, a limited liability company organized under the laws of Nevada, and [REDACTED]

(the “**Consultant**”)

*Removed personal contact information*

AND:

**ROBERT HASMAN**, an individual [REDACTED]

(the “**Consultant’s Representative**”)

*Removed personal contact information*

**WHEREAS:**

- A. The Consultant’s Representative, is the chief executive officer of **NMG**, whose members have entered into a Share Exchange Agreement (the “**Share Exchange Agreement**”) dated effective ◆, 2017, with the Company, pursuant to which NevadaCo (as defined in the Share Exchange Agreement), which is a wholly-owned subsidiary of the Company, will acquire all of the issued and outstanding units of **NMG**, in exchange for, among other things, shares in the Company (collectively, the “**Transaction**”);
- B. The Company and **NMG** recognize the valuable services that the Consultant and the Consultant’s Representative will provide to **NMG**, and have determined that it is in their best interests that the Consultant provide services to the Company and **NMG** upon closing of the Transaction (“**Closing**”); and
- C. The Parties wish formally to record the terms on which the Consultant will be compensated for services provided prior to and following Closing and the terms on which the Consultant's services will be made available to the Company and **NMG** upon Closing;

**NOW THEREFORE, IN CONSIDERATION OF** the covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**1. Relationship and Duties**

- 1.1 From and after Closing, the Consultant will act and be retained to act, during the term of this Agreement, as a consultant to NMG and the Company or any subsidiary or subsidiaries of the Company, pursuant to the terms and conditions contained herein and as further particularized in this §1.
- 1.2 The Consultant agrees that it will make available the Consultant's Representative to perform the Services and that the Consultant's Representative will devote his best efforts, skills and attention to the performance of his duties and responsibilities in respect of the offices of NMG or the Company or any of the Company's subsidiaries to which he is appointed.
- 1.3 The Consultant's Representative's duties will generally be to provide NMG and the Company and its subsidiaries with those consultancy and advisory services set out in Schedule B (collectively, the "**Services**").
- 1.4 The Consultant and the Consultant's Representative will perform the Services to the best of its ability and in a responsible, professional manner commensurate with its experience, expertise and within acceptable industry standards and will devote as much time and resources to its performance of the Services as is required to achieve such standards.
- 1.5 The Consultant will provide the Services as an independent contractor, and not an employee, agent, co-venturer, or representative of the Company. The Consultant and Consultant Representative shall at all times disclose that he/she is an independent contractor of the Company.

**2. Term and Effect of Termination**

- 2.1 The term of this Agreement will be as set out on Schedule A.
- 2.2 All obligations and rights that, by their nature, are intended to survive the termination or expiration of this Agreement will so survive.
- 2.3 All documents and materials in any form or medium including, but not limited to, files, forms, brochures, books, correspondence, memoranda, manuals and lists (including lists of clients, suppliers, products and prices), all equipment and accessories including, but not limited to, leased automobiles, computers, computer disks, software products, cellular phones and personal digital assistants, all keys, building access cards, parking passes, credit cards, and other similar items pertaining to the business of the Company that may come into the possession or control of the Consultant will at all times remain the property of the Company, as applicable, and, on termination of this Agreement for any reason, the

Consultant will promptly deliver to the Company all property of the Company in the possession of the Consultant or directly or indirectly under the control of the Consultant, and will not reproduce or copy any such property or other property of the Company

### **3. Consultant's Fees**

3.1 **Compensation.** The Company and NMG will compensate the Consultant as set out in Schedule A.

3.2 **Taxes.** Consultant represents, warrants and covenants that Consultant is acting and will act only as independent contractor (and, in any event, never as an employee of the Company). Consultant will, as an independent contractor, collect and/or remit as required, all amounts, and deal with all tax and other requirements, and satisfy all applicable compliance requirements, as required or permitted by an independent contractor under law. For greater certainty, Consultant agrees that the Company will not be responsible for registering under any workers' compensation legislation or for withholding or remitting any amounts for income taxes, social security taxes, (un)employment insurance, or other deductions that would be required in an employment relationship.

### **4. Confidentiality and Work Product**

4.1 **Definitions.** In this Agreement,

- (a) **"Company Entities"** means NMG, the Company and the Company's subsidiary, parent and affiliate corporations, to the extent that such reference does not require any subsidiary party to be added as a party to this Agreement other than as a third party beneficiary, each of whom will be expressly deemed an intended third party beneficiary of this Agreement and will have the right to enforce the terms and conditions of this Agreement; and
- (b) **"Confidential Information"** means all information in any form (including all electronic, magnetic, physical, intangible, visual and oral forms) and whether or not such information has been marked or indicated as confidential, that is known, held, used or disclosed by or on behalf of the Company Entities in connection with its business, and that, at the time of its disclosure: (i) is not available or known to the general public; (ii) by its nature or the nature of its disclosure, would reasonably be determined to be confidential; or (iii) is marked or indicated as proprietary or confidential.
- (c) **"Materials"** means, collectively, all materials in any form (including verbal, visual, magnetic, electronic, or physical), including any reports, documents, designs, compilations, products, works, and computer programs (including all source code, object code, compilers, libraries and developer tools, and any manuals, descriptions, data files, resource files and other such materials relating thereto), studies, reports, records, research, surveys, services, sales, patterns, machines, manufactures, compositions, technical data, devices, sketches, photographs, plans, drawings, specifications, samples, manuals, documents,

prototypes, hardware, software and other equipment, working materials, findings and each and every portion thereof, and any and all revisions and improvements relating to any of the foregoing; and

- (d) “**Work Product**” means all Materials conceived, developed, created, acquired, reduced to practice or otherwise made by the Consultant either alone or with others during the term of this Agreement or prior to the term of this Agreement and which is related to the business of the Company, whether or not during regular working hours and whether or not the Consultant is or was specifically instructed to do so, that (i) in any way relate to the present or proposed programs, services, products or business of the Company, (ii) tasks assigned to the Consultant in relation to this Agreement or arising from the services provided under this Agreement, or (iii) any Confidential Information or Materials owned by the Company.

4.2 **Confidentiality.** In connection with Consultant’s performance under this Agreement, the Company and NMG have furnished or may furnish to Consultant (or Consultant’s Representative), or Consultant may acquire, develop or conceive of, Confidential Information, all of which Consultant will treat strictly in accordance with this Agreement. For greater clarity, the parties hereby acknowledge and agree that Confidential Information can encompass information regardless of whether it was disclosed prior to the date of this Agreement or after. In connection with this,

- (a) **Obligations**—at all times during and for a period of three (3) years after this Agreement has terminated (subject to the Exceptions below), Consultant will protect the Confidential Information using a reasonable degree of care, and will take all reasonable steps to safeguard the Confidential Information from unauthorized disclosure, and without limiting the foregoing will not, directly or indirectly, (i) copy or reproduce any of the Confidential Information, (ii) use any Confidential Information for any purpose other than the proper performance of Consultant’s duties, or (iii) subject to §(c), disclose any of the Confidential Information except strictly to those of the Company’s directors, officers, consultants, attorneys, accountants, advisors and personnel to whom disclosure is necessary to carry out Consultant’s duties,
- (b) **Exceptions**—this §4.2 imposes no obligation upon any person with respect to any information or part thereof that Consultant can establish that, other than as a result of a breach of this Agreement, (i) was in Consultant’s possession prior to entering into this Agreement without any restriction of confidentiality owed to any Company Entity, (ii) is or becomes generally available to the public rightfully without restrictions of confidentiality, or (iii) becomes available to Consultant after the term of this Agreement from a third party (other than any Company Entity) who has no obligation of confidentiality with respect thereto,
- (c) **Required Disclosures**—if Consultant is requested or required (including, without restriction, by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or other similar process) by any

law to disclose any Confidential Information, he may disclose strictly that Confidential Information for which disclosure is required to comply with any such applicable law, provided that Consultant (i) unless prohibited by such applicable law, provides the Company with written notice as soon as practicable in the circumstances so that the Company may contest the disclosure or seek an appropriate protective order, and (ii) cooperates reasonably and in good faith with the Company in its efforts to prevent, restrict or contest such required or requested disclosure.

- (d) **Acknowledgement**—Consultant acknowledges and agrees that the right to maintain the confidentiality of Confidential Information, and the right to preserve the Company’s goodwill therein, constitute proprietary rights which the Company is entitled to protect.

#### 4.3 **Work Product.**

- (a) **Ownership** – the Consultant agrees that all right, title and interest in and to all Confidential Information, all Work Product, and all Materials, and all services and products which embody, emulate or employ any Confidential Information, Work Product, or Materials, are and will remain fully vested in the Company, as applicable. For greater clarity, the parties hereby acknowledge and agree that to the extent that the foregoing does not fully vest in the Company, all right, title and interest in and to any Confidential Information, Work Product, or Materials, that such Confidential Information, Work Product, or Materials are hereby assigned by the Consultant to the Company or their respective nominees (or their respective successors or assigns). This assignment includes any future-arising Confidential Information, Work Product, or Materials, which the Consultant will be deemed to have automatically assigned pursuant to this provision as it arises without further instrument.
- (b) **Moral Rights** – the Consultant hereby irrevocably waives for the benefit of the Company and its successors or assigns any and all of the Consultant’s moral rights or “droits d’auteurs” in respect of any Work Product of the Consultant.

### 5. **Conflicts**

- 5.1 Subject to Section 6.1, if either the Company or NMG, on the one hand or the Consultant or the Consultant’s Representative on the other hand, pursue transactions in the marijuana industry, said transactions must be disclosed to the other party and the necessary approvals must be obtained from the board of directors of the Company and management of NMG.
- 5.2 Nothing in this Agreement precludes the Consultant’s Representative from pursuing his real estate business in addition to his role at NMG or the Company.
  - (a) If a conflict arises between the Consultant’s Representative’s real estate business and the Company, the Consultant’s Representative must disclose that conflict

immediately to the board of directors of the Company and the management of NMG; and

- (b) the Consultant's Representative is precluded from voting if a vote is required in the situations outline above in paragraph 5.2(a).

## 6. Restrictive Covenants

6.1 The Consultant and the Consultant's Representative will not, directly or indirectly, for a period of thirty-six (36) months from the Effective Date of this Agreement:

- (a) *Non-Compete*: anywhere within the State of Nevada carry on, engage in, or be concerned with or interested in any business that is, or has any interest in any medical marijuana or recreational marijuana business that is, similar to or competitive with the medical marijuana or recreational marijuana business of the Company or any of its subsidiaries provided that, notwithstanding this, the Consultant may purchase or hold securities of any company (including any competitive company) in aggregate representing no more than five percent (5%) of the votes and equity attached to all issued securities of that company. Notwithstanding the foregoing, the parties acknowledge that Resort Management Investments, LLC, a Delaware limited liability company, of which the Consultant's Representative is a member, owns that certain real property located at 5347 S. Decatur Boulevard, Las Vegas, Nevada (APN: 163-25-710-016) (the "**Decatur Property**") that is being leased to a non-party marijuana dispensary (the "**Decatur Lease**"). The restrictive covenants set forth in this Section 6.1(a) shall be of no force or effect by or against Consultant's Representative as a member of Resort Management Investments, LLC acting as a landlord to the Decatur Lease or any subsequent lease of the Decatur Property to a third party,
- (b) *Non-Solicitation*: solicit any customers or suppliers of NMG, the Company or any of its subsidiaries to transfer business from the Company or any of its subsidiaries where such solicitation has, or would reasonably be known to result in, a materially adverse effect on the Company or any of its subsidiaries, or
- (c) *No Hire*: seek in any way to persuade or entice any person to terminate an employment or consulting position with NMG, the Company or any of its subsidiaries or hire or retain the services of any such person, provided that nothing in this provision will prevent the Consultant from directly or indirectly hiring or retaining any person pursuant to general, public job advertisements that are not targeted to NMG, the Company or any of its subsidiaries' personnel.

6.2 **Exclusivity**. The Consultant and Consultant's Representative will not, directly or indirectly, during the term of this Agreement, on behalf of itself or any other person or entity, (i) provide services to any business that is, or has any interest in any medical marijuana or recreational marijuana business that is, similar to or competitive with the medical marijuana or recreational marijuana business of the Company or any of its subsidiaries, (ii) conduct any activity related to the medical marijuana industry or the



recreational marijuana industry, other than those conducted as a consultant of the Company pursuant to this Agreement; or (iii) be involved in any other duties or pursuits for monetary gain which interfere with the performance of the duties Consultant and Consultant's Representative have pursuant to the terms of the Agreement. Notwithstanding the foregoing, the restrictive covenants set forth in this Section 6.2 shall be of no force or effect by or against any of the parties as to the Decatur Lease or any subsequent lease of the Decatur Property to a third party.

6.3 The Consultant agrees that:

- (a) the Company operates in the cultivation and production of medical marijuana and recreational marijuana, which is a highly regulated industry in the State of Nevada with limited competition,
- (b) all restrictions contained in Sections 6.1 and 6.2 are reasonable in scope and necessary to protect the rational business interests of the Company and NMG, and all defenses to the strict enforcement thereof by the Company are hereby waived by the Consultant,
- (c) each of the restrictions contained in Section 6.1 and 6.2 are each separate and distinct covenants, severable one from the other and if any such covenant or covenants are determined to be invalid or unenforceable, such invalidity or unenforceability will attach only to the covenant or covenants as so determined and all other such covenants will continue in full force and effect, and
- (c) monetary damages for any breach of Section 6.1 and 6.2 would be inadequate for the immediate and irreparable harm that would be suffered by the Company for any such breach, and so, on any application to a court, the Company will be entitled to temporary and permanent injunctive relief against the Consultant without the necessity of proving actual damage to the Company.

6.4 Notwithstanding anything in this Agreement to the contrary, the Parties agree that in the event that Deploy terminates this Agreement pursuant to Section A.7(c) of Schedule A hereto, then the Consultant may elect, by proving written notice to the Company, one of the following remedies: (i) that the restrictive covenants set forth in Section 6.1 hereto shall be of no force or effect as to any of the parties and Consultant shall waive all rights to receive a termination fee that it would otherwise be entitled to pursuant to Section A.7(c) of Schedule A hereto; or (ii) that the restrictive covenants set forth in Section 6.1 hereto shall be enforceable for a period of one hundred eighty (180) days following the effective date of Consultant's termination pursuant to Section A.7(c) of Schedule A.

## 7. General Provisions

7.1 **Severability.** If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

7.2 **Governing Law.** This Agreement will be governed by and interpreted in accordance with the laws of the State of Nevada and the laws of the United States of America

applicable therein without reference to its conflict of laws principles.

- 7.3 **Notice.** Every notice, request, demand or direction (each, for the purposes of this section, a “**notice**”) to be given pursuant to this Agreement by either party to another will be in writing and will be delivered or sent by (a) registered or certified mail postage prepaid and mailed in any government post office, (b) facsimile transmission, (c) email, or (d) other similar form of written communication, in each case, addressed as above or to another address as notified hereunder from time to time.
- 7.4 **Interpretation.** In this Agreement, (a) “§” means a section, subsection, paragraph or sub-paragraph of this Agreement, (b) any word in this Agreement is deemed to include the masculine, feminine, neuter, singular or plural form thereof as the context so required, (c) the captions and headings used in this Agreement are for convenience only and do not constitute substantive matter and are not to be construed as interpreting the contents of this Agreement, and (d) the word “**including**” is not limiting (whether or not non-limiting language such as “without limitation” or “but not limited to” or other words of similar import are used with reference thereto).
- 7.5 **Assignment.** This Agreement may not be assigned by Consultant or Consultant’s Representative to any other party without prior written consent of the Company.
- 7.6 **Waiver of Breach.** No waiver of the enforcement of any provision of this Agreement shall operate as or be construed as a waiver of any subsequent breach hereof.
- 7.7 **Dispute Resolution.** All disputes, controversies or claims arising out of this Agreement shall be settled by binding arbitration in Clark County, Nevada, in accordance with the rules and procedures set by JAMS. Arbitration shall be by a single arbitrator certified by JAMS. If the parties cannot agree on the Arbitrator, such Arbitrator shall be selected under the rules of JAMS. Each party shall be responsible for its own costs and expenses of the arbitration, including but not limited to attorneys’ fees. Arbitrator fees shall be borne equally by both parties.
- 7.8 **Entire Agreement.** This Agreement, including all Schedules hereto, forms the entire agreement among the parties and supersedes all prior agreements, proposals or communications relative to the subject matter of this Agreement. Amendments to or waivers of this Agreement will be effective only if in writing and signed by authorized representatives of all parties. Unless otherwise expressly stated, if there is any necessary conflict between any of the terms of this Agreement and Schedules to this Agreement, this Agreement will take precedence.

7.9 **Acceptance.** This Agreement is executed effective as of the day and year first above written and may be executed in counterparts, each of which will constitute an original and all of which taken together will constitute one and the same instrument, and delivery of the counterparts may be effected by means of electronic transmission. The reproduction of signatures by electronic transmission will be treated as binding as if originals.

[SIGNATURE PAGE FOLLOW]

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

**DEPLOY TECHNOLOGIES INC.,**  
A Nevada corporation

Per: \_\_\_\_\_  
Authorized Signatory

**NEVADA MEDICAL GROUP LLC,**  
A Nevada corporation

Per: \_\_\_\_\_  
Authorized Signatory

**TI NEVADA, LLC,**  
A Nevada limited liability company

Per: \_\_\_\_\_  
Authorized Signatory



## SCHEDULE A

- A1. **Fees.** A fee (the “**Fee**”) will accrue monthly commencing from ◆, 2017 at US\$16,666.67 per month plus all applicable excise, sales, goods and services or other use taxes imposed by any federal, provincial, municipal, state or other governmental authority (“**Applicable Taxes**”). The payment of any amount under this Agreement, other than pursuant to §A2 and §A3 below, will be subject to Closing. Following Closing, the Company and NMG will jointly pay Consultant the Fee plus Applicable Taxes as a monthly retainer in advance on the first business day of each month.
- A2. **Expenses.** The Company will, reimburse Consultant in accordance with its normal policies and practices for Consultant’s reasonable, out-of-pocket expenses or disbursements actually and necessarily incurred or made by Consultant in connection with the performance of the Services (collectively, “**Expenses**”).
- A3. **Bonus.** The Consultant is eligible to be considered for an annual discretionary bonus which will be subject to the approval of the board of directors of the Company, in their sole discretion. Payment of a bonus in any one year will not indicate the payment of a bonus in any other year.
- A4. **Stock Options.** The Consultant is eligible to be considered for the issuance of stock options in the Company, subject to the approval of the board of directors of the Company, in their sole discretion. Granting of options at any time will not indicate the further granting of options at any other time.
- A5. **Taxes.** From time to time, Consultant will advise the Company of Consultant’s applicable sales or service tax registration numbers and will be responsible for collecting from the Company and remitting Applicable Taxes on the Services. The Company will pay to all such Applicable Taxes to Consultant together with the Fees and other remuneration hereunder. For greater certainty, the Company shall pay all Applicable Taxes on the Fees and the Bonus Payment.
- A6. **Term.** The term of this Agreement will commence on the Effective Date and will continue for a period of three (3) years, unless terminated sooner in accordance with §A7.
- A7. **Termination.** This Agreement may be terminated as follows:
- (a) automatically upon the death of the Consultant’s Representative;
  - (b) by the Company at any time upon written notice if Consultant has materially breached this Agreement and such breach remains uncured after fifteen (15) days’ written notice from the Company to Consultant describing the reasonable particulars of such breach;
  - (c) by the Company at any time, in circumstances where §A7(b) does not apply, upon written notice from the Company to Consultant and the payment by the Company

to the Consultant of a termination fee equivalent to six (6) months' Fees, or in the event that such termination occurs within six (6) months after a Change of Control, a termination fee equivalent to six (6) months' Fees; however in the event Consultant elects to waive the six (6) month post-termination restrictive covenant period, then the Company shall not be required to pay any termination fee to Consultant; or

- (d) by Consultant at any time after the first anniversary of the Effective Date for any reason, upon providing one hundred eighty (180) days written notice to the Company, which the Company may abridge or waive in its sole discretion, and, if such notice of termination is given by the Consultant within six (6) months after a Change of Control, the Company will pay to the Consultant a termination fee equivalent to six (6) months' Fees; or
- (e) upon the written, mutual agreement of both parties.

**A8. Additional Definitions.** In this Agreement:

- (a) **“Acquiror”** includes a group of persons (including their affiliates) acting jointly and in concert; and
- (b) **“Change of Control”** includes the following, but does not include the Transaction, or any securities issuance or sale, or any type of financing whatsoever, completed in connection with the Transaction:
  - (i) a merger, consolidation, amalgamation, arrangement or reorganization of the Company (or series of such transactions) that results in the transfer of more than twenty percent 20% of the total voting power of the Company's (or resulting entity's) outstanding securities to an Acquiror when compared against the total voting power of the Company prior to such transaction or series of transactions,
    - (A) a direct or indirect sale or other transfer of beneficial ownership of more than twenty percent 20% of the issued and outstanding securities of the Company to an Acquiror,
    - (B) a direct or indirect sale or other transfer of beneficial ownership to an Acquiror of
      - (1) securities of the Company possessing more than twenty percent 20% of the total combined voting power of the Company's outstanding securities, or
      - (2) the right to appoint more than twenty percent 20% of the board of directors of the Company or otherwise directly or indirectly control the management, affairs and business of the Company; or

- (ii) the direct or indirect sale or other disposition of all or substantially all of the assets of the Company to an Acquiror.

**SCHEDULE B**  
**DESCRIPTION OF SERVICES**

From and after Closing of the Transaction, the Consultant will provide the following advisory consulting services to NMG and the Company or any subsidiary of the Company:

- Coordinate with the Company and function as the Director of Operations for NMG.
- Manage and direct the day-to-day operations of NMG.
- Devote sufficient time as is needed to oversee and supervise the operations of NMG, including but not limited to all growing activities, production and extraction, marketing, human resources, business development and accounting.
- Assist the Company and NMG in areas of finance, business development, and compliance.
- Review and evaluate on an ongoing basis the quality of NMG's products and packaging.
- Maintain accurate record of NMG's operations to and assist to comply with local, state, and federal reporting requirements.
- Prepare and submit reports, as requested by any regulatory authorities.
- Travel as requested, which travel shall be paid or reimbursed in full by the Company.
- Develop and recommend various actions, projects, processes and new products in an effort to expand NMG's market presence, market penetration and profitability.
- Such other activities as may arise in the normal course in an effort to set and achieve the Company's goals and objectives.



**SCHEDULE BB TO THE AGREEMENT  
MADE AMONG NMG, THE NMG MEMBERS,  
DEPLOY AND NEVADACO**

Warehouse Lease

# SHOPPING CENTER SHOP LEASE

Between

**Resort Holdings 5, LLC**

A Nevada limited liability company

as Landlord,

and

**Nevada Medical Group, LLC**

A Nevada limited liability company

as Tenant,

concerning certain premises located at  
3375 Pepper Lane  
Las Vegas, Nevada 89120

Dated: \_\_\_\_\_, 2017

Initial \_\_\_\_\_

Initial \_\_\_\_\_

STANDARD SHOPPING CENTER SHOP LEASE

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## STANDARD SHOPPING CENTER SHOP LEASE

THIS LEASE (“**Lease**”) is dated and entered into as of \_\_\_\_\_, 2017, by and between Resort Holdings 5, LLC a Nevada limited liability company (“**Landlord**”) Nevada Medical Group, LLC, a Nevada limited liability company (“**Tenant**”), without regard to number or gender.

In consideration of the rent and of the covenants and agreements contained herein to be kept and performed by Tenant, Landlord hereby leases to Tenant and Tenant hereby hires from Landlord, at the rent, for the term, and subject to and upon all of the terms, covenants and agreements set forth herein those certain premises described below.

1 **BASIC LEASE PROVISIONS.** Each reference in this Lease to any of the “**Basic Lease Provisions**” contained in this Section 1 shall be deemed and construed to incorporate all the terms provided under such Basic Lease Provisions, provided that the Basic Lease Provisions and their definitions shall be controlled by the specific terms and provisions in later sections of this Lease relating to the subject matter of those Basic Lease Provisions. The initially-capitalized terms shown below in bold and quotation marks shall have the following meanings:

- (A) “**Landlord**”: Resort Holdings 5, LLC, a Nevada limited liability company.
- (B) “**Tenant**”: Nevada Medical Group, LLC, a Nevada limited liability company.
- (C) “**Premises**”: 3375 Pepper Lane, Las Vegas, NV. Any address, suite number, or space identification listed in this Lease may not be the final US Postal Service approved mailing address for the Premises. Tenants should confirm the mailing address with the Landlord and/or US Postal Service prior to relying thereon (including, without limitation, ordering stationary, business cards, etc.)
- (D) “**Permitted Use**”: Marijuana Production & Cultivation and for no other purpose.
- (E) “**Lease Term**”: One Hundred Twenty-Three months (123) months, plus four (4) five (5) year options to extend.
- (F) “**Delivery Date**”: October 1, 2017
- (G) “**Term Commencement Date**”: October 1, 2017.
- (H) **Option(s) to extend**: Four (4) options for five (5) years each.
- (I) **Tenant Improvement Allowance (“Allowance”)**: N/A
- (J) Section 7(F)
- (K) **Initial Guaranteed Minimum Monthly Rent (“GMMR”)**: Ten Thousand and 00/100 Dollars (\$10,000.00).
- (L) **Annual GMMR Adjustments**: In accordance with Section 4(A)(IV).
- (M) “**GMMR Abatement Period**”: The period between the Delivery Date and the Term Commencement Date.
- (N) “**Additional Rental**”: Tenant’s proportionate share of the operating costs of the Shopping Center, in accordance with Sections 4(B). Additional Rental estimated at (\$2,500.00) per month.
- (O) “**Prepaid Rent**”: N/A
- (P) “**Security Deposit**”: N/A
- (Q) Exhibits. The following documents are attached hereto as exhibits and are hereby made part of this Lease.
  - (I) Exhibit “A” – Floor Plan.
  - (II) Exhibit “B” – Rules and Regulations.

## 2 **PREMISES.**

- (A) Premises. The Premises leased to Tenant, together with appurtenances, are situated in the City of Las Vegas, County of Clark, State of Nevada, and are the premises described on the floor plan (“**Floor Plan**”) of suite 101, attached hereto as Exhibit “A”.
- (B) Size and Dimensions of Premises. Tenant acknowledges that the square footage and the dimensions of the Premises shown in Section 1(C) are approximate. The frontage shall be measured from center of partition to center of partition with respect to interior locations and from center of partition to outside wall with respect to end locations, and the depth shall be measured from outside dimensions.
- (C) Reservation. Landlord reserves the right to use the exterior walls, floor, roof, and air space above the finished ceiling in the Premises for the installation, maintenance, of pipes, ducts, conduits, wires, alarm lines, heating, ventilating and air conditioning lines, fire protection lines and systems, electric power, telephone and communication lines and systems, sanitary sewer lines and systems, gas lines and systems, water lines and systems, and structural elements serving the building of which the Premises are a part (“**Building**”) and for such other purposes as Landlord deems necessary.

Initial \_\_\_\_\_

Initial \_\_\_\_\_

- (D) No Representations. Nothing herein shall be construed to provide Tenant with any exclusive right to any use within the Shopping Center. Tenant does not rely on the fact, nor does Landlord represent, that any specific tenant, user, occupant, or number of tenants shall occupy any space in the Shopping Center during the Lease Term.

### 3 LEASE TERM.

- (A) Term Commencement. The Lease Term, and Tenant's obligation to pay GMMR (as defined in Section 1(J)), shall commence on the Term Commencement Date. If the Term Commencement Date does not occur on the first day of a calendar month, the Lease Term shall be extended for the balance of such partial month. Tenant shall pay Rent (as defined in Section 4(E)) for such partial month (calculated on the basis of a thirty (30) day month) on the Term Commencement Date. Thereafter, Rent shall be paid in equal monthly installments on the first day of each and every month in advance as provided below.
- (B) Effective Date. The effective date of this Lease ("**Effective Date**") shall be the date that this Lease is fully executed by Landlord and Tenant. A landlord/tenant relationship shall exist between Landlord and Tenant as of the Effective Date.
- (C) Delivery Date. The possession delivery date ("**Delivery Date**") shall be no later than October 1, 2017. Tenant's right to take physical possession of the Premises shall be conditioned upon Landlord's receipt of Tenant's insurance certificates pursuant to Section 14. Tenant agrees to be opened for business to the public no later than 1 year after Receipt of State and County Business license. Beyond this date, Tenant shall be deemed to be in default of this Lease. Tenant acknowledges that Tenant's responsibility to pay Additional Rental, as defined in Section 4(B), shall commence on the Delivery Date.
- (D) Option(s) to Extend Term. Provided Tenant is not in default of any terms and conditions of this Lease at the time of notifying Landlord of its intent to exercise an option and at all times thereafter until such option term commences, Tenant may exercise the option(s) set forth in Section 1(H). Each renewal option shall be at the same terms and conditions of this Lease, except that GMMR shall be adjusted (i) pursuant to Section 4(A)(IV), or (ii) to the then current fair market rental rate, whichever is higher. If the parties cannot agree upon the fair market rental rate within fifteen (15) days after Tenant's notice to Landlord of its intent to exercise an option, then the fair market rental rate shall be determined by an independent appraiser appointed by Landlord and reasonably acceptable to Tenant, whose decision in this matter shall be final, conclusive and binding. If Landlord and Tenant are unable to agree on a single appraiser within ten (10) days after demand by either party, then each party shall select its own appraiser within ten (10) days thereafter and the two such appraisers shall mutually select a third appraiser within ten (10) days after the second of such appraisers is chosen. The average of the two appraisals closest in amount shall be final, conclusive and binding. Each party shall bear the cost of its own appraiser, and the parties shall share equally the cost of a single or a third appraiser, as applicable. Each appraiser shall have at least five (5) years' experience in the appraisal of commercial real property and shall be a member of professional organization such as MAI or an equivalent. Written notice to Landlord of Tenant's desire to exercise an option to renew must be received by Landlord no earlier than one hundred eighty (180) days and no later than ninety (90) days prior to the expiration of the then current term of this Lease. If Landlord does not receive Tenant's written unconditional notice of its intent to exercise an option within such ninety (90) day period, all options hereunder shall immediately terminate, and there shall be no further right to extend the Lease Term. Each option to extend shall be personal to the tenant first named herein, and shall not apply to or for the benefit of any assignee or subtenant of such initial tenant.
- (E) No Representation. Tenant hereby acknowledges that the Delivery Date set forth in Section 1(F) is an estimate only, and Landlord has made no representations or promises with respect to a specific date on which the Premises will be available for Tenant to commence the construction of Tenant's improvements or for the opening of Tenant's business. Landlord shall not be liable to Tenant for any delay in delivery of the Premises to Tenant. By taking possession of the Premises, Tenant acknowledges that it has examined the Premises and accepts the Premises 'as is' in their condition on that date.
- (F) Termination. Landlord and Tenant hereby agree that Landlord may, at its option, cancel and terminate this Lease without liability if Landlord is unable, for reasons beyond its reasonable control, to deliver possession of the Premises within twelve (12) months after the Effective Date, and any Security Deposit and Prepaid Rent made herewith shall be promptly returned to Tenant, and the parties shall have no further obligation to each other.
- (G) Removal of Personal Property. At the end of the Lease Term, subject to Section 10, Tenant shall, upon notification by Landlord, remove, at Tenant's sole cost and expense, all of Tenant's personal property and trade fixtures and restore the Premises to their original condition, reasonable wear and tear excepted.

### 4 RENT.

- (A) Guaranteed Minimum Monthly Rental.
- (I) During the first year of the Lease Term, Tenant shall pay to Landlord the GMMR set forth in Section 1(J) per month, which amount is based on the square footage of the floor area set forth in Section 1(C). If the actual square footage is different than such amount, then the GMMR shall be adjusted such that Tenant shall pay the same rent per square foot as set forth above. The actual square footage of the Premises shall be determined by Landlord's architect and/or engineer. The GMMR shall be paid in advance on the first day of each calendar month. ALL RENT (as defined in Section 4(E)) TO BE PAID BY TENANT TO LANDLORD SHALL BE PAID WITHOUT DEDUCTION OR OFFSET, PRIOR NOTICE OR DEMAND AT THE ADDRESS DESIGNATED IN SECTION 28. THE DUE DATE OF GMMR IS THE FIRST (1ST) DAY OF EACH CALENDAR MONTH.
- (II) GMMR Abatement. The GMMR Abatement Period shall be the time period between the Delivery Date and the Term Commencement Date, during which time Tenant is required to pay only the Additional Rental, as defined in Section 4(B).
- (III) Prepaid Rent. Tenant, contemporaneously with the execution of this Lease, shall deposit the amount set forth as in Section 1(N) as Prepaid Rent with Landlord, and which shall be applied to Tenant's first month's Rent and Additional Rental.

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(IV) GMMR Adjustments. The GMMR rent shall be based on the following schedule collectively, (“**Rental Adjustment Dates**”),

10/01/2017 – 12/31/2017 \$10,000 Plus CAM	01/01/2023 – 12/31/2023 \$14,349.00 Plus CAM
01/01/2018 – 12/31/2018 \$12,500 Plus CAM	01/01/2024 – 12/31/2024 \$14,636.00 Plus CAM
01/01/2019 – 12/31/2019 \$12,875 Plus CAM	01/01/2025 – 12/31/2025 \$14,929.00 Plus CAM
01/01/2020 – 12/31/2020 \$13,261 Plus CAM	01/01/2026 – 12/31/2026 \$15,227.00 Plus CAM
01/01/2021 – 12/31/2021 \$13,659 Plus CAM	01/01/2027 – 12/31/2027 \$15,532.00 Plus CAM
01/01/2022 – 12/31/2022 \$14,068 Plus CAM	

Option Periods, the GMMR shall increase two percent (2%) annually.

(B) Additional Rental and Impounds. In addition to GMMR, Tenant shall pay to Landlord, beginning on the Delivery Date and at the time and in the manner herein specified, “**Additional Rental**” as follows:

(I) Common Area Maintenance/Taxes/Insurance.

(a) All Common Area (as defined in Section 8(A)) maintenance and repair expenses including, without limitation:

- (i) Expenses in connection with the Common Area as set forth in Section 8;
- (ii) Building repair and maintenance expenses as set forth in Section 11;
- (iii) Utilities paid by Landlord as set forth in Section 18;
- (iv) Management fees associated with the day-to-day operations of the Shopping Center;
- (v) Any parking charges, utility surcharges, or any other costs levied, assessed, or imposed by, or at the directions of, or resulting from statutes or regulations, or interpretations thereof, promulgated by any governmental authority in connection with the use or occupation of the Premises or the Common Area; and
- (vi) Supervisory and administration fees for the Common Area in an amount equal to ten percent (10%) of the total Common Area maintenance and repair expenses.

(b) Taxes, including real estate taxes and business taxes as set forth in Section 5 and personal property taxes as set forth in Section 6.

(c) Insurance costs as set forth in Section 13.

(II) Tenant shall reimburse Landlord, as Additional Rental, for Tenant’s share of certain costs and expenses including, without limitation, real estate taxes, rental taxes, business taxes, expenses in connection with the Common Area, personal property taxes, building repair and maintenance expenses, fire insurance expenses and utilities along with the appropriate management fee. It is agreed that rather than bill and collect the Additional Rental after the expenses are incurred, Landlord may estimate Tenant’s share of such costs and expenses, excluding building repair and maintenance expenses as set forth in Section 11, for a period of not more than twelve (12) months in advance, and may collect and impound Tenant’s estimated share in advance on a monthly basis. On or before April 1st of each year, Landlord shall endeavor to provide to Tenant a statement of any of Tenant’s accounts which were impounded for the twelve (12) month period ending the preceding December 31st. Said statement shall set forth in reasonable detail the costs and expenses paid by Landlord, and shall include a computation as to Tenant’s pro rata share. In the event Tenant has overpaid its share of such costs and expenses in payment of impounds, such overpayment shall be credited towards Additional Rental next coming due, and in the event of an underpayment, Tenant shall pay to Landlord the amount of such underpayment within ten (10) days after the date of mailing of such statement.

(III) Tenant shall pay as part of Additional Rental all other monies or charges required to be paid to Landlord under this Lease, whether or not the same be designated Additional Rental. If such monies or charges are not paid when due under this Lease, they shall nevertheless, if not paid when due, be collectible as Additional Rental with the next installment of rent thereafter falling due hereunder, but nothing herein shall be deemed to suspend or delay the payment of any monies or charges due and payable hereunder, or limit any remedy of Landlord. It is the intent of this Lease that all rental provided to be paid under this Lease shall at all times be absolutely net to Landlord, and that this Lease shall yield, net to Landlord, the GMMR specified in this Section 4, and that all costs, expenses and obligations of every kind and nature whatsoever relating to the Premises, which may arise or become due during the Lease Term or pursuant to this Lease, shall be paid by Tenant.

(IV) If Landlord elects to impound any of the above costs and expenses, except for building maintenance and repair expenses as set forth in Section 11, Tenant’s estimated share of such costs and expenses shall be due as Additional Rental on the first (1<sup>st</sup>) day of the month.

(C) Late Charge. The late payment of any Rent or other monies due Landlord shall cause Landlord to incur certain costs and expenses not contemplated under this Lease, the exact amount of which costs are extremely difficult or impractical to fix. Those costs include, without limitation, administrative costs, collection costs, and processing and accounting expenses. Therefore, for any payment not received within five (5) days after it is due, Tenant shall immediately pay Landlord a late charge of ten percent (10%) per month on the unpaid balance thereof. Landlord and Tenant agree that this represents compensation to Landlord for the loss suffered and expenses incurred for such late payment. However, Landlord’s acceptance of this late charge shall not constitute a waiver of Tenant’s default, nor prevent Landlord from exercising all other rights and remedies available to Landlord.

(D) Definition of Rent. The GMMR, Additional Rental, and late charges shall be collectively referred to herein as “**Rent**”.

(E) Security Deposit. Tenant, contemporaneously with the execution of this Lease, shall deposit the amount set forth as in Section 1(O) as the Security Deposit with Landlord. The Security Deposit is being given to secure the faithful performance by Tenant of all of the terms, covenants and conditions of this Lease by Tenant to be kept and performed during the Lease Term. The Security Deposit shall remain on account for the duration of the Lease Term. The Security Deposit shall never be less than the then current GMMR, and Tenant, upon request by Landlord, agrees to remit to Landlord a sufficient amount to maintain the Security Deposit in an amount equal to the then current GMMR. Tenant agrees that if Tenant shall fail to pay the Rent herein reserved promptly when due, the Security Deposit may be applied, at the option of Landlord (but Landlord shall not be required to), to any Rent due and unpaid, and if Tenant violates any of the other terms, covenants and conditions of this Lease, the Security Deposit shall be applied to any damages suffered by Landlord as a result of Tenant's default to the extent of the amount of the damages suffered. The Security Deposit shall be held by Landlord for Tenant and the claim of Tenant to such payment or deposit shall be prior to the claim of any creditor of Landlord except a trustee in bankruptcy. Landlord may claim of the Security Deposit only such amounts as are reasonably necessary to remedy Tenant's defaults and payment of Rent, to repair damages to the Premises caused by Tenant or to clean the Premises upon termination of the tenancy. Any remaining portion of the Security Deposit shall be returned to Tenant no later than thirty (30) days after termination of its tenancy. Nothing contained in this Section 4(F) shall in any way diminish or be construed as waiving any of Landlord's other remedies as provided in any other provision of this Lease, or by law or in equity. Should the entire Security Deposit, or any portion thereof, be appropriated and applied by Landlord for the payment of overdue Rent or other sums due and payable to Landlord by Tenant hereunder, then Tenant shall, on the written demand of Landlord, promptly remit to Landlord a sufficient amount in cash to restore the Security Deposit to a sum equal to the then current GMMR, and Tenant's failure to do so within fifteen (15) days after the date of such statement of demand, shall constitute a material breach of this Lease. Should Tenant comply with all of the terms, covenants and conditions of this Lease and promptly pay all of the Rent herein provided for as it falls due, and all other sums payable by Tenant to Landlord hereunder, the Security Deposit shall be returned in full to Tenant within thirty (30) days of the end of the Lease Term, or upon the earlier termination of this Lease pursuant to the provisions of Section 20, except in the event the Premises are sold as a result of the exercise of any power of sale under any mortgage or deed of trust, in which event this Lease shall be automatically amended to delete any reference to this Section 4(F), and Tenant shall be entitled to immediate reimbursement of the Security Deposit from the party then holding same.

## 5 REAL ESTATE TAXES AND RENTAL TAX

- (A) Tenant shall pay as Additional Rental to Landlord annual Real Estate Taxes (as defined in Section 5(D)) and assessments levied upon the Premises, together with a pro rata share of taxes and assessments on the Common Areas of the Shopping Center.
- (B) If the Premises together with a pro rata share of the Common Area are not separately assessed, the applicable taxes and assessments shall be determined by the ratio that the gross floor area of the Premises, including mezzanine, if any, bears to the total floor area, including mezzanine, if any, of the building or buildings located within the legal tax parcel on which the Premises are located and for which a separate assessment is made.
- (C) Any such tax for the year in which this Lease commences or ends shall be apportioned and adjusted. With respect to any assessment which may be levied against or upon the Premises and which, under the laws then in force, may be evidenced by improvement or other bonds, payable in annual installments, only the annual payments on such assessment shall be included in computing Tenant's obligation for taxes and assessments.
- (D) The term "**Real Estate Taxes**" means any form of assessment, permit fee, license fee, commercial rental tax, levy or tax imposed by any authority having direct or indirect power to tax, including, without limitation, any city, county, state or federal government, or any school, agricultural, power, lighting, drainage, sewer, water or other improvement district thereof and any other governmental levy, charge, surcharge expense or imposition, general or special, ordinary and extraordinary, unforeseen or foreseen of any kind or nature (including without limitation, assessments for public improvements or benefits), that applies to the Premises or the Common Area whether prior to or during the Lease Term, or any legal or equitable interest of Landlord in the Premises or the Common Area, including all so-called special assessments; and also all taxes, licenses, fees or charges on account of the leasing of the Premises, any use which may be made of the Premises or the Common Area or any activity thereon during the term, and any tax or excise on, assessed against or calculated with respect to the rent payable or received for the Premises, however denominated; but not any income tax of Landlord as income taxes are understood as of the Effective Date. Real Property Tax also includes any tax, levy, assessment or fee enacted after the Effective Date and intended as a substitute, in whole or part, for another Real Property Tax, even if the substitute is based upon the income of Landlord. If the substitute tax is based upon the income of Landlord, the amount thereof attributed to the Premises shall be calculated as if only the Shopping Center were subject to the substitute tax.
- (E) Tenant shall also pay as Additional Rental to Landlord any and all excise, privilege and other taxes, other than net income and estate taxes levied or assessed by any federal, state or local authority upon the rent received by Landlord hereunder, and Tenant shall bear any business tax imposed upon Landlord by any governmental authority which is based or measured in whole or in part by amounts charged or received by Landlord from Tenant under this Lease (referred to herein as "**Rental Taxes**").
- (F) Said portion of the Additional Rental is due ten (10) days after the date of mailing of a statement therefor.
- (G) Landlord may estimate the amount of Real Estate Taxes and Rental Taxes or any of them next due and impound as Additional Rental from Tenant on a monthly basis the amount of Tenant's estimated tax obligation as set forth in Section 4(B).

6 PERSONAL PROPERTY TAXES. During the term hereof, Tenant shall pay prior to delinquency all taxes assessed against and levied upon fixtures, furnishings, equipment and all other personal property of Tenant contained in the Premises, and when possible, Tenant shall cause such fixtures, furnishings, equipment and other personal property to be assessed and billed separately from the real property of Landlord. In the event any or all of Tenant's fixtures, furnishings, equipment and other personal property shall be assessed and taxed with Landlord's real property, Tenant shall pay as a portion of Additional Rental to Landlord its share of such taxes. Landlord may estimate the amount of such taxes next due and impound as Additional Rental from Tenant on a monthly basis Tenant's estimated obligation as set forth in Section 4(B).

## 7 CONSTRUCTION

- (A) Landlord's Work. Tenant shall be solely responsible for the costs of all the improvements on or in the Premises, including any and all permit fees, utility connection fees and charges, license fees, or other fees or charges in connection with the use and improvement of the Premises by Tenant and

the operation of Tenant's business on or in the Premises. Any such fees or charges relating to Tenant's improvement work or business which were left unpaid by Tenant and later charged back to Landlord shall be invoiced back to Tenant at one hundred ten percent (110%) of Landlord's actual cost. Any such invoice to Tenant shall be due and payable within five (5) days of mailing of a statement therefor.

- (B) Plans. Tenant agrees that no permanent Tenant improvements will be undertaken by Tenant, its contractors or employees without the written consent of Landlord. Said improvement drawings must be presented to Landlord in duplicate in a form that provides adequate information and detail, including, without limitation, dimensions, sections, specifications, details, and manufacturer's cut sheets. To adequately define the anticipated improvements, such plans shall be reviewed and returned to Tenant in a reasonable time with (i) approval, (ii) approval with comments, or (iii) disapproval with comments needing additional information.
- (C) In no case will Tenant's improvements include:
- (I) Any structural changes, including improvements involving the roof or placing anything on the roof, without consulting directly with Landlord's structural engineer, (please contact Landlord directly), at Tenant's sole cost;
  - (II) Any exterior changes without consulting with Landlord's architect at Tenant's sole cost; or
  - (III) Make any improvements involving the roof, including roof penetrations, without (a) designing such improvements in strict compliance with Landlord's guidelines and contracting with Landlord's roofing contractor, (please contact Landlord directly) so as to not void Landlord's roof guarantee at Tenant's sole cost and expense, and (b) obtaining final inspection and written approval upon completion of the work from Landlord's roofing contractor.
- (D) Bonds and Fees. Prior to commencement of Tenant's construction work, Tenant shall provide Landlord with written verification that Tenant's contractors have been issued performance and/or labor and material payment bonds insuring lien-free completion of the proposed construction work and written proof that Tenant has paid for any and all clearances, permits, fees (including water and sewer fees), or assessments that would be required by any governing agency covering any and all Tenant improvements or uses being conducted in the Premises.
- (E) Tenant's Notification. Prior to commencement of Tenant's construction work, Tenant shall notify Landlord of the anticipated Tenant improvement commencement date at least fourteen (14) days before said date to enable Landlord to record and post any and all legal notices required by Landlord, including, without limitation, a notice of non-responsibility.
- (F) Tenant Improvement Allowance. Landlord shall provide Tenant with the Allowance set forth in Section 1(I) for Tenant's permanent building improvements, additions and alterations, excepting movable furniture and trade fixtures (collectively "**TI**") over and above the standard Exhibit "C" improvements. The Allowance (or portion thereof) shall be conditioned upon the following:
- (I) At Tenant's sole cost and expense, Tenant shall use Landlord's architect or a licensed architect to generate a biddable, permissible set of architectural (and food service, if applicable) plans within fourteen (14) days after the Effective Date.
  - (II) If Tenant elects to release such plans for bidding by contractors, Landlord shall have the right, but not the obligation, to (a) review and approve the bids from and qualifications of such outside contractors to ensure consistency in scope and quality of work.
  - (III) TI shall be paid as follows:
    - (a) If Landlord's contractor ("**Contractor**") performs the TI construction work, Contractor shall be paid pursuant to Contractor's construction contract with Tenant. Landlord shall make such payment to Contractor only upon full payment by Tenant of the difference, if any, between the total TI construction contract amount and the Allowance.
    - (b) If an outside contractor performs the TI construction work, then TI will be paid upon the completion and/or Landlord's receipt of the following:
      - (i) Landlord's inspection and approval of TI work, including (if applicable) a written certification from Landlord's original roofing contractor stating that all roof penetrations have been properly sealed and the roof warranty shall continue in full force and effect;
      - (ii) Copies of all paid invoices.
      - (iii) Recorded copy of the notice of completion relating to Tenant's improvements;
      - (iv) Written evidence from a bona fide title company that no liens are of record subsequent to the mechanic's lien filing deadline;
      - (v) Notarized unconditional final lien waiver in recordable form for work completed; and
      - (vi) Copies of certificates of occupancy, final sanitation district inspection certificate, permits and/or clearances required by all governing agencies, and written proof that all fees relating to Tenant's construction work have been paid by Tenant.
    - (c) Notwithstanding the above, TI shall only be paid if Tenant is open for business and not in default under this Lease.
    - (d) Tenant shall use the Allowance (or portion thereof) solely for the construction of TI. Landlord makes no representation or warranty that the Allowance will be sufficient to complete the construction of TI. Tenant shall pay for all costs to construct TI to the extent the construction cost exceeds the Allowance. To the extent the cost of TI is less than the Allowance, that amount shall be retained by Landlord.



8 **PARKING AND COMMON AREAS.**

- (A) **Definition.** The term “**Common Area**” shall mean the portions of the Shopping Center that, at the time in question, have been designated and improved for common use by, or for the benefit of, more than one tenant (or other person or entity) entitled to the use and occupancy of any portion of the Shopping Center, including without limitation (if and to the extent facilities therefor are provided by Landlord at the time in question), the land and facilities utilized for or as parking areas; access and perimeter roads; truck passageways and loading platforms therein; service corridors and stairways providing access from store premises to such platforms and truck passageways; above-ground and subsurface passageways and facilities; landscaped areas, exterior walks, arcades, stairways, ramps, interior corridors, escalators, elevators, stairs, pedestrian walks and balconies; directory equipment; pylon and/or monument signs that contain the name of the Shopping Center as an integral part of the sign; underground storm and sanitary sewers, utility lines, sprinkler systems and the like; washrooms, comfort and first aid stations, drinking fountains, toilets and other public facilities; community rooms and auditoriums; parcel pick-up stations, bus stations, taxi stands and other public transportation facilities. Any portion of the Shopping Center so included within Common Areas shall be excluded therefrom when designated by Landlord for a non-common use, and any portion not theretofore included within Common Area shall be included when so designated and improved for common use.
- (B) **Use.** Landlord covenants that the Common Area shall be available for the nonexclusive use of Tenant during the Lease Term, provided that the condemnation of any or all of the Common Area and temporary interruptions in use due to repairs and maintenance, or to prevent having the Common Area deemed as having been dedicated to public use, shall not constitute a violation of this covenant. Landlord shall have the sole and exclusive control of the Common Area and hereby reserves the right to make changes to such areas, including, without limitation, the entrances, exits, traffic lanes and the boundaries and locations of the parking area(s). This Lease shall be subordinate to any agreement of record existing as of the date of this Lease or subsequently placed upon the Shopping Center or the real property of which the Premises are a part, which agreement provides for reciprocal easements and restrictions pertaining to the Common Area, and in the event of conflict between the provisions of such agreement and this Lease, the provisions of such agreement shall prevail. Notwithstanding anything to the contrary set forth herein, any covenants granted by Landlord to Tenant under this Lease are limited to the portions of the Shopping Center that are owned by Landlord at the time of the grant. In addition, such covenants are subject to the terms and conditions of the Shopping Center restrictions and the reciprocal easement agreement, as may be amended from time to time.
- (C) **Improvements.** Landlord shall cause substantially all of the Common Area to be graded, paved, lighted and appropriately marked and landscaped and shall keep, or cause to be kept by others if Landlord is not responsible for management of the Shopping Center, the Common Area in a neat, clean and orderly condition, properly lighted and landscaped, and shall repair any damage to the facilities thereof, but all expenses in connection with the Common Area shall be charged and prorated in the manner set forth in **Section 4(B)** and as provided below. It is understood and agreed that the phrase “expenses in connection with the Common Area” as used herein shall be construed to include, but not be limited to, all sums expended by Landlord in connection with the Common Area for all general maintenance and repairs, resurfacing, painting, re-stripping, cleaning, sweeping and janitorial services; planting and landscaping; lighting and other utilities; pylon and/or monument signs that contain the name of the Shopping Center as an integral part of the signs; directional signs and other markers and bumpers; replacement reserves established by Landlord; and personnel to implement such services and to police the automobile parking in the Common Areas. Said expenses and supervision fee shall herein be referred to as “**Common Area Expenses.**” If various parcels within the Shopping Center are, or shall become, separately managed, Landlord shall be responsible for maintaining only parcels of which the Premises are a part and other parcels Landlord is charged with maintaining.
- (D) **Proportionate Costs.** Landlord shall periodically send to Tenant a statement itemizing in reasonable detail, the total Common Area expenses, and Tenant shall pay as Additional Rent to Landlord, Tenant’s share of such expenses. Tenant’s pro rata share shall be determined by the ratio that the number of square feet of gross floor area in the Premises bears to the total number of square feet area of all buildings in the Shopping Center. In the event the Shopping Center of which the Premises are a part consists of more than one (1) subdivided parcel, or if certain operating expenses and/or invoices (i.e., building repair and maintenance costs, management fees, real estate taxes, etc.) are attributable only to a portion of the Shopping Center, Landlord may elect to determine Tenant’s pro rata share of said expenses based upon the ratio that the number of square feet of gross floor area in the Premises bears to (a) less than all parcels comprising the Shopping Center, or (b) the total number of square feet of the gross floor area of all buildings to which said expenses/invoices are attributable. By way of example, if an invoice for \$100.00 is for a service that relates only to 15,000 square feet of buildings within the Shopping Center and if the Premises is part of said 15,000 square feet, Landlord may elect to pro-rate said \$100.00 invoice to Tenant based upon a fraction, the numerator of which shall be the building square footage of the Premises, and the denominator of which shall be 15,000 square feet. There shall be an appropriate adjustment of Tenant’s share of the expenses as of the commencement and expiration of the Lease Term. The term “**gross floor area**” shall mean ground floor area and second floor and mezzanine area(s), if any, with measurements from the outside of exterior walls. Additional Rental is due ten (10) days after the date of mailing of the statement therefor. Landlord may estimate the amount of Common Area expenses next due, and collect and impound, as a portion of Additional Rental from Tenant, on a monthly basis, the amount of Tenant’s pro rata share as set forth in **Section 4(B)**.
- (E) **Right to Use Common Area.** Tenant, for the use and benefit of Tenant, its agents, employees, customers, licensees and subtenants, shall have the non-exclusive right in common with Landlord, and other present and future owners, tenants and their agents, employees, customers, licensees and subtenants, to use the Common Area during the entire Lease Term, for ingress and egress, roadway, sidewalk and automobile parking; provided, however, Tenant and Tenant’s employees shall at all times park their automobiles in accordance with the rules and regulations of the Shopping Center.
- (F) **Rules and Regulations.** Landlord shall have the right to establish, and from time to time change, alter and amend, and to enforce against Tenant and the other users of the Common Areas, such reasonable rules and regulations (including the exclusion or restriction of employees’ parking in Common Areas) as Landlord may deem necessary or advisable for the efficient operation and maintenance of the Common Areas and the Shopping Center. The rules and regulations may include, without limitation, the hours during which the Common Areas shall be open for use. Tenant acknowledges and agrees that the rules and regulations attached to this Lease as **Exhibit “B”** are the rules and regulations currently in effect with respect to the Shopping Center, and agrees to abide by and comply with such rules and regulations, subject to their modification from time to time as referred to above.

9 **USES PROHIBITED AND DELIVERIES.**

- (A) **Dangerous Uses.** Tenant shall not use, or permit the Premises or any part thereof, to be used for any purpose or purposes other than the Permitted Use for which the Premises are hereby leased; and no use shall be made or permitted to be made of the Premises, nor acts done, which will increase the existing rate of insurance upon the Building (once such rate is established), or cause a cancellation of any insurance policy covering the Building or any

part thereof, nor shall Tenant sell or permit to be kept, used or sold in or about the Premises, any article which may be prohibited by standard form or fire insurance policies. Tenant shall, at its sole cost, comply with any and all requirements (pertaining to the use of the Premises) of any insurance organization or company necessary for the maintenance of reasonable fire and public liability insurance covering the Building and appurtenances. In the event Tenant's use of the Premises results in a rate increase for the Building, Tenant shall pay annually, as Additional Rental, within five (5) days after request therefor by Landlord, a sum equal to the additional premium occasioned by such rate increase.

- (B) Deliveries. Tenant shall use its best efforts to complete or cause to be completed, all deliveries, loading, unloading, rubbish removal and other services prior to 10:00 a.m. of each day. Landlord reserves the right to further regulate the activities of Tenant in regard to deliveries and servicing of the Premises, and Tenant agrees to abide by such further, reasonable nondiscriminatory regulations of Landlord.

#### 10 ALTERATIONS AND FIXTURES

- (A) Tenant shall not make, or suffer to be made, any alterations of the Premises, or any part thereof, including the addition of any equipment to be placed on the roof, without the prior written consent of Landlord, and the prior receipt by Landlord of a copy of Tenant's building permit and the issuance of performance and/or labor and material payment bonds insuring lien-free completion of the proposed alterations. Any additions to or alterations of the Premises, except movable furniture and trade fixtures, shall become at once a part of the realty and belong to Landlord. Any such alterations shall be in conformance with the requirements of all municipal, state and federal authorities.
- (B) Tenant agrees to fully fixture the Premises and open for business no later than the date specified in Section 3(C).
- (C) Tenant shall be solely responsible for all costs associated with any additions or alterations to the Premises performed by or for Tenant, including any and all permit fees, license fees, utility charges or other fees or charges, except those costs expressly agreed to be paid by Landlord under the terms of this Lease.
- (D) Upon the expiration or earlier termination of this Lease, Tenant shall not remove any original equipment installed by Landlord or permanent partitions, electrical or plumbing items added by Tenant. All personal property and trade fixtures shall be removed by Tenant. Any damage done to the Premises in connection with the removal of Tenant's personal property and removable trade fixtures shall be repaired at Tenant's sole cost and expense. Unless removed as specified in this paragraph, all such alterations, additions, improvements, fixtures, trade fixtures and personal property, and the repair of any damage associated with such removal, shall be reimbursed by Tenant to Landlord upon completion of such removal.
- (E) Landlord may impose, as a condition to its consent to any alterations, such requirements as Landlord may deem necessary, including, without limitation, the manner in which the work is to be done, the right of approval of the entity which shall contract to perform the work, and the times during which the work is to be accomplished.

#### 11 BUILDING MAINTENANCE AND REPAIR

- (A) Tenant's Obligations. Tenant shall, subject to Landlord's obligations provided herein, at all times during the Lease Term, and at Tenant's sole cost and expense, keep, maintain and repair (including any damage caused as a result of any burglary or by natural elements which were not covered under Landlord's insurance as stated in Section 13, or, if covered, the deductible amount of such coverage, plus any amounts in excess of such coverage) the building and other improvements upon the Premises in good and sanitary order and condition, including, without limitation, the maintenance and repair of roof maintenance and repair, maintenance, repair and replacement of the heating and air conditioning systems, including the maintenance of a service contract, storefront, glass, doors, window casements, glazing, plumbing, pipes, electrical wiring and conduits. Tenant shall promptly replace any portion of the Premises, or any system or equipment in the Premises, which cannot be fully repaired, with new equipment of like kind and quality. Tenant shall also, at its sole cost and expense, be responsible for the cost of the deductible amount of any insured peril under Landlord's insurance as stated in Section 13, and for any alterations or improvements to the Premises necessitated as a result of the requirement of any municipal, state or federal authority as a result of Tenant's use of the Premises. Tenant hereby waives all rights to make repairs at the expense of Landlord. Should Tenant fail to (i) make needed repairs and replacements within three (3) days after written demand by Landlord, or (ii) complete any repairs or replacements within a reasonable time after written demand by Landlord, Landlord may make the repairs or replacements without liability to Tenant for any loss or damage that may accrue to Tenant's stock or business, and Tenant shall pay to Landlord, within ten (10) days of Landlord's written demand, the costs incurred by Landlord in the making of any repairs or replacements. Said payment to Landlord shall be in default if not received by Landlord within ten (10) days of Landlord's written demand therefor. By entering into the Premises, Tenant shall be deemed to have accepted the Premises as being in good and sanitary order, condition and repair. Tenant shall provide a punch list of required modifications to defects within fifteen (15) days of occupancy. Tenant agrees to surrender the Premises with appurtenances upon the expiration or earlier termination of this Lease, in the same condition as when received except for reasonable use and wear.
- (B) Landlord's Obligations. Landlord shall, subject to Tenant's reimbursement as herein provided, maintain and keep in good repair the Building, including without limitation, the exterior walls, the roof and the sidewalks, including any vacant spaces and respective storefronts. Landlord shall arrange, subject to Tenant's reimbursement, for the collection of trash, cleaning of sidewalks, exterior window washing. Tenant shall only use the trash container in the parking or Common Area designed by Landlord for Tenant's use. Tenant agrees that it will not, nor will it authorize any person to, go onto the roof of the Premises or the Building without the prior consent of Landlord. Such consent will be given only upon Landlord's satisfaction that any repairs necessitated as a result of Tenant's action will be made by Landlord's roofing contractor, at Tenant's expense, and will be made in such a manner so as not to invalidate any guarantee relating to the roof. Landlord shall not be required to make any repairs to the exterior walls, roof and sidewalks, unless and until Tenant has notified Landlord in writing of the need for such repairs and Landlord shall have had a reasonable period of time thereafter to commence and complete such repairs. Tenant shall pay to Landlord, as Additional Rental, its pro rata share of the cost of such repairs and maintenance incurred by Landlord and replacement reserves established by Landlord. Said pro rata share shall be determined according to the area of the Premises, including mezzanine, if any, as it relates to the total leasable area of the Building. Said Additional Rental shall be due ten (10) days after the date of mailing of a statement therefor and payable pursuant to Section 4(B)(IV) of the Lease.
- (C) Landlord's Right to Remodel Shopping Center. Landlord shall have the right, at any time, to remodel or permit the remodeling of all or any part of the Shopping Center or the surrounding property, including, without limitation, remodeling of existing structures, the landscape or re-landscape of portions

of the Shopping Center, the change, modification or alteration of parking, access or other traffic matters in accordance with Landlord's plans, specifications, or work drawings, if any, and the right but not the obligation to enclose or otherwise cover all or a part of the Common Areas (including without limitation Landlord's building of "plywood tunnels" or other structures from the sidewalk to Tenant's front door, or as otherwise required for the safe performance of the work).

- (I) Remodeling shall mean any addition, expansion, change, modification, or refurbishing of any portion of the Shopping Center or the surrounding property made during the term of the Lease, including any expansion or remodel by the major market/anchor tenant, if any.
- (II) With regard to any remodeling pursuant to this Section, Tenant hereby releases Landlord from any liability, reimbursement or offset claimed as a result of (i) any interference or diminution of access to the Premises, (ii) resultant noise or dust; and (iii) reduction or limitation of available parking spaces for tenant's employees and/or invitees. Landlord will use commercially reasonable efforts to minimize interference with Tenant's operation and use.

12 **COMPLIANCE WITH LAWS.** Tenant shall, at its sole cost and expense, comply with all of the requirements of all municipal, state and federal authorities now in force or which may hereafter be in force pertaining to Tenant's use of the Premises, and shall faithfully observe in such use all municipal ordinances and state and federal statutes now in force or which shall hereinafter be in force. Tenant shall further be solely responsible for the cost of any alterations or improvement to the Premises necessitated as a result of the requirement of any municipal, state or federal authority as a result of Tenant's use of the Premises. The judgment of any court of competent jurisdiction, or the admission of Tenant in any action or proceeding against Tenant, whether Landlord be a party thereto or not, that Tenant has violated any such order or statute in such use, or the directive of any municipal, state or federal agency that such use necessitates such alteration or improvement, shall be conclusive of that fact as between Landlord and Tenant. Tenant shall not commit, or suffer to be committed, any waste upon the Premises, or any nuisance or other act or thing, including offensive odors, which may disturb the quiet enjoyment of any other tenant in the Building or the Shopping Center.

13 **INSURANCE.**

- (A) Landlord shall maintain during the Lease Term insurance on the Building against damage by fire, vandalism, malicious mischief and other perils contained within the classification of "special causes of loss" for an amount not less than one hundred percent (100%) of the replacement cost of the Building. Such insurance shall contain a replacement cost endorsement, reasonable deductibles and no co-insurance or contribution clauses and may contain, at Landlord's sole discretion, earthquake, flood and/or rental income insurance. Landlord shall also maintain liability insurance with respect to the Common Area. Landlord may, but shall not be obliged to, take out and carry any other form or forms of insurance as Landlord or Landlord's lenders may reasonably require. Notwithstanding any contributions by Tenant to the cost of insurance premiums with respect to the Building or any alterations of the Premises, as may be provided herein, Tenant acknowledges that Tenant has no right to receive any proceeds from any such insurance policies carried by Landlord. Tenant shall also be responsible for the cost of the deductible amount of any insured peril attributable to any casualty occurring in or to the Premises.
- (B) Tenant shall also pay to Landlord, as Additional Rental hereunder, its pro rata share of the cost of said insurance to be determined by the relationship that the gross floor area of the Premises, including mezzanine, if any, bears to the total gross floor area of the Building or buildings for which such policy relates. Said Additional Rental is due ten (10) days after the date of mailing of the statement therefor. Landlord may estimate the cost of said insurance and collect and impound as Additional Rental Tenant's share of such cost as set forth in Section 4(B).

14 **INDEMNIFICATION OF LANDLORD-LIABILITY INSURANCE BY TENANT.**

- (A) Tenant Insurance Requirements. Tenant, at its sole cost and expense, shall, commencing on the date Tenant is given access to the Premises for any purpose, and during the entire Lease Term, procure, pay for and keep in full force and effect:
  - (I) Commercial general liability insurance with respect to the Premises and the operations of, or on behalf of, Tenant in, on, or about the Premises, including, without limitation, personal injury, product liability (if applicable), blanket contractual, owner's protective, broad form property damage liability coverage, host liquor liability and owned and non-owned automobile liability in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) combined single limit. Said limit is subject to increase in an amount as Landlord may reasonably require from time to time. Such policy shall contain the following provisions:
    - (a) Separation of insureds; and
    - (b) An endorsement stating "such insurance as afforded by this policy for the benefit of Landlord shall be primary as respects any liability or claims arising out of the occupancy of the Premises by Tenant, or Tenant's operations and any insurance carried by Landlord shall be excess and non-contributory".
  - (II) With respect to improvements, alterations and the like required or permitted to be made by Tenant hereunder, contingent liability and builder's risk insurance;
  - (III) Worker's compensation coverage as required by law, together with employer's liability coverage;
  - (IV) Property insurance coverage on all Tenant's property within the Premises, including tenant improvements, furniture, fixtures, equipment and personal property, against fire, vandalism, malicious mischief, extra expense, loss of income, and such other additional perils as now are, or hereafter may be included, within the classification of "special causes of loss" coverage;
  - (V) All policies of insurance required to be carried by Tenant pursuant to these requirements shall be written by responsible insurance companies reasonably acceptable to Landlord and authorized to do business in the state and location of the Premises. Any such insurance required by Tenant hereunder may be furnished by Tenant under any blanket policy carried by it or under a separate policy therefor. A copy of each paid up policy evidencing such insurance or a certificate of insurance evidencing such policy shall be delivered to Landlord prior to the date Tenant is given the

right of possession of the Premises, and upon renewals, prior to the expiration of such coverage. Tenant's policies of insurance shall contain provisions that the company writing the policy will give to Landlord thirty (30) days notice in writing in advance of any cancellation or lapse or the effective date of any reduction in the amounts of insurance. In no event shall the then limits of any policy be considered as limiting the liability of Tenant under this Lease;

- (VI) Each policy evidencing the above insurance shall contain a provision including Landlord and any other parties in interest designated by Landlord as an additional insured, and a waiver by Tenant's insurers of any right to subrogation against Landlord, its agents, employees and representatives which arises or might arise by reason of any payment under such policy, or by reason of any act or omission of Landlord, its agents, employees or representatives; and
- (VII) If Tenant fails to provide Landlord with the insurance documentation as required by this Lease, including but not limited to this Section 14, such failure shall constitute a Default under this Lease and, upon notice to Tenant, Landlord shall have the immediate right but not the obligation to either terminate or uphold the Lease as follows:
- (a) Elect to terminate the Lease and Tenant's right to possession hereunder, or
- (b) Uphold the Lease and:
- (i) Require Tenant to immediately cease any activity that is the subject of the insurance documentation at issue, including but not limited to construction activities, and Landlord shall have the right to immediate injunctive relief against Tenant preventing further violative activities and shall be entitled to reimbursement from Tenant of all resultant damages and costs, including but not limited to attorneys' fees and costs.
- (ii) Landlord may procure such insurance and pay the premiums therefor, in which event Tenant shall pay Landlord one hundred ten percent (110%) of all sums so paid by Landlord within ten (10) days following Landlord's written demand to Tenant therefor.
- (B) Indemnification. Tenant shall defend, indemnify and hold harmless Landlord and Landlord's lenders from and against all loss, cost and liability including attorney's fees and costs arising out of or in connection with any claims due to Tenant's use or occupancy of the Premises or the conduct of its business arising from any act, neglect, fault or omission of Tenant, or of its agents, employees or invitees. However, this indemnification shall not apply if it is ultimately determined that such claims, liabilities, expenses, actions or proceedings were caused solely by the gross negligence or the willful misconduct of Landlord.
- (C) Damage to Tenant's Property. Landlord shall use its best efforts to conduct its activities with respect to the Premises in a prudent and businesslike manner. However, neither Landlord nor its agents shall be liable for any damage to property of Tenant or any property entrusted to employees of Tenant, nor the loss of, or the damage to any property by theft or otherwise, nor for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water or rain which may leak from any part of the Building or from the pipes, appliances or plumbing works therein or from the roof, street or subsurface or from any other place or resulting from dampness or any other patent or latent cause whatsoever, excepting only gross negligence by Landlord. Neither Landlord nor its agents shall be liable for interference with the light or other incorporeal hereditaments. Tenant shall give prompt notice to Landlord in case of fire or accidents in the Premises or in the Building, or of defects therein or in the fixtures or equipment.
- (D) Waiver of Subrogation. Landlord and Tenant each hereby waive any and all rights of recovery against the other, or against the officers, employees, agents and representatives of the other, for loss of, or damage to, such waiving party or its property or the property of others under its control to the extent that such loss or damage is insured against under any insurance policy in force at the time of such loss or damages. Tenant shall, upon obtaining the policies of insurance required hereunder, give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease.
- (E) Hazardous Materials Indemnity.
- (I) Tenant covenants and agrees that Tenant shall at all times from and after delivery of possession of the Premises to Tenant, be responsible and liable for, and be in complete and strict compliance with all applicable present and future governmental regulations of all governmental authorities having jurisdiction of the Premises relating to or arising directly or indirectly out of or in connection with the use, analysis, generation, manufacture, production, purchase, transportation, storage, treatment, release, removal or disposal of Hazardous Materials in, on, under or about the Premises by Tenant. The term "**Hazardous Materials**" as used herein shall include, without limitation, whether now or subsequently listed in any listing or publication of any applicable governmental authorities defining hazardous materials, the following: (1) any "hazardous waste" as defined by Resource Conservation and Recovery Act of 1976 (42 U.S.C., Section 6901, et seq.) ("**RCRA**"), as amended from time to time and regulations promulgated thereunder; (2) any "hazardous substance" being "released" in "reportable quantity" as such terms are defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C., Section 9601, et seq.) ("**CERCLA**"), as amended from time to time and regulations promulgated thereunder; (3) asbestos; (4) polychlorinated biphenyls; (5) urea formaldehyde insulation; (6) "hazardous chemicals" or "extremely hazardous substances", in quantities sufficient to require reporting, registration, notification and/or special treatment or handling under the Emergency Planning and Community Right-to-Know Act of 1986 (42 U.S.C., Section 11001, et seq.) ("**EPCRA**") as amended from time to time and regulations promulgated thereunder; (7) any "hazardous chemicals" in levels that would result in exposures greater than those allowed by permissible exposure limits established pursuant to the Occupational Safety and Health Act of 1970 (29 U.S.C., Section 651, et seq.) ("**OSHA**"), as amended from time to time and regulations promulgated thereunder; (8) any substance which requires reporting, registration, notification, removal, abatement and/or special treatment, storage, handling or disposal under Sections 6, 7 or 8 of the Toxic Substances Control Act (15 U.S.C., Section 2601, et seq.) ("**TSCA**") as amended from time to time and regulations promulgated thereunder; (9) any toxic or hazardous chemicals described in Occupational Safety and Health Standards (29 C.F.R. 1910 1000, et seq.) in levels which would result in exposures greater than those allowed by the permissible exposure limits pursuant to such Governmental Regulations; (10) the contents of any storage tanks, whether above or below ground; and (11) anything defined as hazardous, toxic or "controlled" industrial waste under any present or future governmental regulations relating to "Environmental Protection", "Environmental Matters", "Industrial Hygiene" as

such terms are defined in this Section 14(E)(I), use, analysis, generation, manufacture, production, purchase, transportation, storage, treatment, release, removal and disposal of Hazardous Materials. The terms “**Environmental Protection**”, “**Environmental Matters**” and “**Industrial Hygiene**” as used herein shall include, without limitation, any matter which affects the environment or which may affect the environment, the use of sophisticated electrical and/or mechanical equipment, chemical, electrical, radiological or nuclear processes, radiation, sonar and sound equipment, use of lasers, and laboratory analysis and materials. The term “**governmental regulations**” relating to Hazardous Materials shall mean all applicable governmental regulations promulgated by all applicable governmental authorities relating to air pollution, water pollution, noise control and/or transporting, storing, handling, discharge, disposal or recovery of on-site or off-site hazardous substances or materials, including, without limitation, the following as same may be amended from time to time: (i) the Clean Air Act (42 U.S.C., Section 7401, et seq.); (ii) the Marine Protection, Research and Sanctuaries Act (33 U.S.C., Section 1401-1445); (iii) the Clean Water Act (33 U.S.C., Section 1251, et seq.); (iv) RCRA, as amended by the Hazardous and Solid Waste Amendments of 1984 (42 U.S.C., Section 6901, et seq.); (v) CERCLA, as amended by the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C., Section 9601, et seq.); (vi) TSCA; (vii) the Federal Insecticide, Fungicide and Rodenticide Act, as amended (7 U.S.C., Section 135, et seq.); (viii) the Safe Drinking Water Act (42 U.S.C., Section 300(f), et seq.); (ix) OSHA; (x) the Hazardous Liquid Pipeline Safety Act (49 U.S.C., Section 2001, et seq.); (xi) the Hazardous Materials Transportation Act (49 U.S.C., Section 1801, et seq.); (xii) the Noise Control Act of 1972 (42 U.S.C., Section 4901, et seq.); (xiii) EPCRA; (xiv) National Environmental Policy Act (42 U.S.C. Section 4321-4347); and (xv) the Safe Drinking Water and Toxic Enforcement Act of 1986.

- (II) Tenant shall be deemed to be (1) the person in control, (2) an operator of the Premises and (3) the person in charge with respect to the Premises for purposes of reporting requirements under CERCLA, as amended. Tenant agrees that (i) should it know of the release or escape or threatened release or escape of any Hazardous Materials, in, on, under or about the Premises, including, without limitation, the release or escape or threatened release or escape of any Hazardous Materials in connection with construction of the initial improvements or in connection with any repairs or alterations made by Tenant to the Premises or any part thereof, that it will promptly notify Landlord of such release or escape or threatened release or escape, and (ii) it will provide all warnings of exposure to Hazardous Materials in, on, under or about the Premises in strict compliance with all governmental regulations.
- (III) Tenant covenants and agrees that Tenant shall at no time use or permit the Premises to be used in violation of governmental regulations relating to Hazardous Materials. Tenant shall assume sole and full responsibility for, and shall promptly remedy at its sole cost and expense, all such violations, provided that Landlord’s written approval of any remedial actions shall first be obtained, which approval shall not be unreasonably withheld. Further, Tenant shall not enter into any settlement agreement, consent decree or other compromise relating to Hazardous Materials in any way connected with the Premises, without first notifying Landlord of Tenant’s intention to do so and affording Landlord ample opportunity to appear, intervene or otherwise appropriately assert Landlord’s interest with respect thereto. Tenant shall at no time use, analyze, generate, manufacture, produce, transport, store, treat, release, dispose of or permit the escape of, or otherwise deposit in, on, under or about the Premises, any Hazardous Materials, without Landlord’s prior written consent. Tenant’s compliance with the terms of this Section 14(E)(III) and with all governmental regulations relating to Hazardous Materials shall be at Tenant’s sole cost and expense. Tenant shall pay or reimburse Landlord promptly upon demand for any costs or expenses incurred by Landlord (with interest thereon at the Default Rate), including Landlord’s actual attorneys’, engineers’, consultants’ and other experts’ fees and disbursements incurred or payable to determine, review, approve, consent to or monitor the requirements for compliance with governmental regulations relating to Hazardous Materials, including, without limitation, above and below ground testing. If Tenant fails to comply with the provisions of this Section 14(E)(III), Landlord shall have the right, but not the obligation, without in any way limiting Landlord’s other rights and remedies, to enter upon the Premises or to take such other actions as Landlord deems necessary or advisable to clean up, remove, resolve, or minimize the impact of, or otherwise deal with, any Hazardous Materials on or affecting the Premises following the receipt of any notice or information asserting the existence of any Hazardous Materials. All costs and expenses paid or incurred by Landlord in the exercise of any such rights shall be payable by Tenant to Landlord upon demand with interest thereon at the Default Rate. Notwithstanding any other provision of this Lease, it shall be an event of default under this Lease, entitling Landlord to exercise any of its rights and remedies under this lease if any provision of this Section 14(E) is not strictly complied with at all times. Upon the termination of the Lease Term for any reason whatsoever, Tenant covenants and agrees to deliver the Premises to Landlord free of any and all Hazardous Materials so that the condition of the Premises shall conform to and be in strict compliance with all governmental regulations relating to Hazardous Materials.
- (IV) Landlord shall have the right, upon written notice to Tenant (“**Landlord’s Notice**”), at any time and from time to time during the Lease Term, including, without limitation, (i) prior to the expiration or earlier termination of this Lease, and/or (ii) in conjunction with a proposed assignment of this lease or a proposed sublease of all or a part of the Premises requested by Tenant (in which event, Tenant’s satisfaction of its obligation under this Section 14(E)(IV) shall be a condition precedent to Landlord’s consent to any such proposed assignment or sublease), to require Tenant, at its sole cost and expense, to cause an environmental audit and survey (“**Survey**”) to be made of the Premises not later than fifteen (15) days following Landlord’s Notice by an environmental consulting firm (“**Consulting Firm**”) approved and/or designated by Landlord to determine whether the Premises contains any Hazardous Materials. Tenant shall upon completion of the Survey promptly furnish to Landlord a copy of the Survey prepared by the Consulting Firm. In the event the Survey shall disclose the presence of Hazardous Materials in, on, under or about the Premises, and if Landlord determines based upon the original approved working drawings for the initial improvements, or on the basis of any subsequent drawings submitted to Landlord pursuant to the terms of this Lease, or on the basis of other information and data available to Landlord that the existence of Hazardous Materials arose out of or is in any way connected with the use, analysis, generation, manufacture, production, purchase, transportation, storage, treatment, release, removal and disposal or escape of Hazardous Materials or products containing Hazardous Materials by Tenant during the period of Tenant’s occupancy of the Premises (“**Tenant Installed Hazardous Materials**”), (i) Tenant shall, within thirty (30) days after completion of the Survey, at its sole cost and expense, cause all of the Tenant Installed Hazardous Materials to be abated and removed from in, on, under or about the premises and transported from the Shopping Center for use, storage or disposal in compliance with all governmental regulations relating to Hazardous Materials and Landlord’s hazardous materials abatement criteria by a hazardous materials abatement contractor (“**Abatement Contractor**”) licensed in the state in which the Shopping Center is located and approved by Landlord, until the date Landlord receives certification from the Abatement Contractor that all Tenant Installed Hazardous Materials have been abated and removed from in, on, under or about the Premises, and transported from the Shopping Center for use, storage or disposal in compliance with all governmental regulations relating to Hazardous Materials, or (ii) Landlord may, at its sole option, upon written notice to Tenant cause all of the Tenant Installed Hazardous Materials to be abated and removed from in, on, under or about the Premises and transported from the Shopping Center for use, storage or disposal in compliance with all governmental regulations relating to Hazardous Materials by a hazardous materials Abatement Contractor selected by Landlord, in which event, the costs and expenses of such abatement, removal and disposal,

as reasonably estimated by Landlord, shall be paid to Landlord by Tenant, as Additional Rent, within ten days after receipt of an invoice therefor. In the event Tenant fails to timely perform its obligations under this Section 14(E)(IV), Landlord shall have the right (but shall not be obligated) to perform Tenant's obligations under this Section 14(E)(IV), in which event, Tenant shall pay Landlord as Additional Rent, promptly upon demand, the costs and expenses thereof, with interest thereon, at the Default Rate. Landlord and Tenant agree that the foregoing monthly charge represents a reasonable estimate of the financial losses suffered by Landlord by Tenant's failure to timely perform its obligations under this Section 14(E)(IV).

15 **LIENS.**

- (A) Prior to commencing any work relating to any alterations, improvements or additions (as may be approved by Landlord), Tenant shall notify Landlord in writing of the expected date of commencement. Tenant shall not commence the making of any approved alterations until fifteen (15) days after Landlord shall have received notice of the commencement date thereof, to enable Landlord to post and record any appropriate notice of non-responsibility. Landlord shall have the right at any time to post and maintain on the Premises such notices as Landlord reasonably deems necessary to protect Landlord and the Premises from mechanic's liens, materialmen's liens or any other liens. In performing the work on any such alterations, improvements or additions, Tenant agrees to cooperate with Landlord in arranging and undertaking such work so as to minimize any adverse impact and business interruption of Tenant, Landlord or any other occupant of the Shopping Center, and to diligently complete all such work. In no event shall such work be performed in a manner that obstructs access to the Shopping Center or to the premises of any other occupant of the Shopping Center. Tenant shall pay, when due, all claims for labor or materials furnished to or for Tenant for use in improving the Premises. Tenant shall keep the Premises, the Building, and the Shopping Center free from any liens arising out of any work performed, material furnished or obligation incurred by Tenant. Should any mechanic's or other lien be filed against the Premises, the Building, the Shopping Center, or any part thereof by reason of Tenant's acts or omissions or because of a claim against Tenant, Tenant shall cause the same to be canceled and discharged of record by bond or otherwise within ten (10) business days after notice by Landlord. Tenant hereby indemnifies and holds Landlord harmless against loss, damage, attorney's fees and all other expenses on account of claims of lien of laborers or materialmen or others for work performed or materials or supplies furnished for Tenant or persons claiming under it.
- (B) In addition to Landlord's lien rights pursuant to the laws of the state in which the Shopping Center is located, Landlord shall have a prior lien upon, and Tenant hereby grants to Landlord a security interest in, all of the fixtures, furniture, equipment, stock, goods, merchandise and other property placed on the Premises during the Lease Term, except that in no event shall Landlord have a lien or other security interest in any property placed on the Premises that would be unlawful for Landlord to possess or maintain a security interest in, whether pursuant to local, state or federal law, including but not limited to marijuana products such as plants, trim, flower, buds, concentrates, oils, edibles, creams, vapes, joints, and rosins, to secure the payment of rentals and other sums due hereunder for the entire Lease Term. In addition to the remedies granted by law, Landlord shall have and may exercise with respect to such collateral, all of the rights, remedies and powers of a secured party under the Uniform Commercial Code as enacted in the state in which the Shopping Center is located, including, without limitation, the right and power to sell at public or private sale or sales, or otherwise dispose of, lease or utilize, the collateral and any part or parts thereof in any manner authorized or permitted under said code upon default by Tenant. At Landlord's request, Tenant shall execute and deliver to Landlord a financing statement appropriate for use under the Uniform Commercial code as enacted in the state in which the Shopping Center is located, or a signed counterpart of this Lease or a short form thereof may be used as such financing statement.

16 **ABANDONMENT.** Tenant shall not vacate or abandon the Premises at any time during the Lease Term.

17 **SIGNS AND AUCTIONS.**

- (A) **Sign Criteria.** Tenant shall not place or permit to be placed any sign upon the exterior or in the windows of the Premises nor shall Tenant change the color or exterior appearance of the Premises without Landlord's prior written consent which shall not be unreasonably withheld. Tenant shall have no rights to the multi-tenant pylon/monument sign(s) located within the Shopping Center unless specifically provided for in a separate Landlord's signage agreement.
- (B) **No Auctions.** Tenant shall not, without Landlord's prior written consent, display or sell merchandise outside the defined exterior walls and permanent doorways of the Premises. Tenant shall not conduct, or permit to be conducted, any sale by auction in, upon or from the Premises, whether such auction is voluntary, involuntary, pursuant to any assignment for the payment of creditors, or pursuant to any bankruptcy or other insolvency proceeding.

18 **UTILITIES.** Tenant shall pay before delinquency all charges for services of utilities, including without limitation, water, gas, heat, electricity, power, telephone service, including any connection, use or other fees required to be paid as a result of Tenant's use of the Premises or the use in, upon or about the Premises by Tenant or any of its subtenants, licensees, or concessionaires during the Lease Term. Tenant shall pay to Landlord its share of all charges for utility services supplied to the Premises for which there is no separate meter or sub-meter upon billing by Landlord of its share as reasonably estimated by Landlord. Landlord shall have the option to require Tenant to have its water usage separately metered, and Tenant hereby agrees to pay all costs related to adding such separate water meter. Landlord shall in no event be liable to Tenant for any interruption in the service of any such utilities to the Premises, howsoever such interruption may be caused, there shall be no abatement of rent and this Lease shall continue in full force and effect despite any such interruptions.

19 **ENTRY AND INSPECTION.** Landlord and its agents shall have the right to enter into and upon the Premises at all reasonable times upon twenty-four (24) hours' notice, and immediately in case of an emergency, for the purpose of inspecting the same, or for the purpose of maintaining the Building, or for the purpose of making repairs, alterations or additions to any other portion of the Building, including the erection and maintenance of such scaffolding, canopy, fences and props as may be required, or for the purpose of posting notices of non-liability for alterations, additions or repairs, or for the purpose of placing upon the Building any usual or ordinary "For Sale" signs. Tenant shall be entitled to a proportionate reduction of the GMMR while such repairs are being made, such proportionate reduction to be based upon the extent to which the making of such repairs shall interfere with the business carried on by Tenant in the Premises. Tenant shall permit Landlord, at any time within thirty (30) days prior to the expiration of this Lease, to place upon the Premises "For Lease" signs, and during such thirty (30) day period, Landlord or its agents may, during normal business hours, enter upon the Premises and exhibit same to prospective tenants.

20 **DAMAGE AND DESTRUCTION OF PREMISES.**

- (A) In the event of:
  - (I) Partial or total destruction of the Premises or the Building which requires repairs to either the Premises or the Building; or
  - (II) The Premises or the Building being declared unsafe or unfit for occupancy by any authorized public authority for any reason other than Tenant's act, use or occupation, which declaration requires repairs to either the Premises or the Building,

Landlord shall promptly make such repairs to either the Premises or the Building, provided that Tenant gives Landlord thirty (30) days written notice of the necessity therefor. No such partial destruction (including any destruction necessary in order to make repairs required by any declaration made by any public authority) shall in any way annul or void this Lease, except that Tenant shall be entitled to a proportionate reduction of the GMMR while such repairs are being made, such proportionate reduction to be based upon the extent to which the making of such repairs shall interfere with the business carried on by Tenant in the Premises. However, if the Premises or the Building are damaged as a result of fire or any other insured casualty to an extent in excess of twenty-five percent (25%) of its then replacement cost (excluding foundations), Landlord may, within thirty (30) days following the date such damage occurs, terminate this Lease by written notice to Tenant. If Landlord, however, elects to make such repairs, this Lease shall continue in full force and effect, and the GMMR shall be proportionately reduced as provided above. If Landlord elects to terminate this Lease, all rentals shall be prorated between Landlord and Tenant as of the date of such destruction.

- (B) Notwithstanding the above, if the Premises or the Building are damaged or destroyed at any time during the Lease Term to an extent of more than twenty-five percent (25%) of its then replacement cost (excluding foundations) as a result of a casualty not insured against, Landlord may within thirty (30) days following the date of such destruction terminate this Lease upon written notice to Tenant. If Landlord does not elect to so terminate this Lease, Landlord shall promptly rebuild and repair the Premises or the Building, as applicable, and Tenant's rental obligations shall be proportionately reduced as provided above.

21 **ASSIGNMENT, SUBLETTING AND ENCUMBRANCE.**

- (A) Landlord's Consent Required. Tenant shall not voluntarily or by operation of law assign, sublet, license, transfer, mortgage, change ownership, hypothecate, or otherwise encumber all or any part of Tenant's interest in this Lease or in the Premises (collectively "Transfer") without the prior written consent of Landlord in each instance, and any attempted Transfer without such consent shall be wholly void and shall confer no rights upon any third parties. Without in any way limiting Landlord's right to refuse to give such consent for any other reason or reasons, Landlord reserves the right to refuse to give such consent if in Landlord's sole discretion and opinion the quality of the business operation conducted on the Premises or throughout any other portion of the Shopping Center is, or may be, in any way adversely affected during the Lease Term by such proposed Transfer, or such Transfer would result in a change of the Permitted Use, or the financial worth of the proposed new tenant (and Guarantor, if applicable) such consent shall not be unreasonably withheld. Tenant agrees to reimburse Landlord for Landlord's reasonable legal and administrative expenses incurred in conjunction with the processing of documents relating to each proposed Transfer, whether or not the Transfer is consummated, which in any event shall not be any less than Seven Hundred Fifty and 00/100 Dollars (\$750.00). Furthermore, Landlord hereby reserves the right to condition Landlord's consent to any assignment or sublease upon Landlord's receipt from Tenant of a written agreement, in form and substance acceptable to Landlord, pursuant to which Tenant shall pay over to Landlord fifty percent (50%) of all rent received by Tenant from any such subtenant or assignee, either initially or over the term of the assignment or sublease, in excess of the rent called for hereunder, or, in case of the sublease of a portion of the Premises, in excess of such rent fairly allocable to such portion, after appropriate adjustments to assure that all other payments called for hereunder are taken into account; or, at Landlord's option, terminate this Lease in the event such agreement is not forthcoming.
- (B) Tenant's Application For Assignment or Sublease. If Tenant desires at any time to assign this Lease, or to sublet the Premises or any portion thereof, Tenant shall submit to Landlord at least thirty (30) days prior to the proposed effective date of the assignment or sublease, in writing:
  - (I) A notice of request for consent to assign or sublease, setting forth the proposed effective date, which shall be no less than thirty (30) or more than ninety (90) days after the sending of such notice;
  - (II) The name of the proposed subtenant or assignee;
  - (III) The nature of the proposed subtenant's or assignee's business to be carried on in the Premises;
  - (IV) The terms and provisions of the proposed sublease or assignment;
  - (V) A current Financial Statement of Tenant and the proposed subtenant or assignee;
  - (VI) A check for \$750.00 made payable to Landlord; and
  - (VII) Such other information as Landlord may request.
- (C) Collection. Any rental payments or other sums received from Tenant or any other person in connection with this Lease shall be conclusively presumed to have been paid by Tenant or on Tenant's behalf. Landlord shall have no obligation to accept any rental payments or other sums from any person other than Tenant, unless:
  - (I) Landlord has been given prior written notice to the contrary by Tenant; and
  - (II) Landlord has consented to payment of such sums by such person other than Tenant. If this Lease is assigned, or if the Premises or any part thereof are sublet or occupied by anybody other than Tenant, Landlord may (but shall not be obligated to) collect rent from the assignee, subtenant or

occupant and apply the net amount collected to Rent and retain any excess rent so collected, but no such assignment, subletting, occupancy or collection shall be deemed a waiver of Tenant's covenant set forth in the first sentence of Section 21(A), nor shall such assignment, subletting, occupancy or collection be deemed an acceptance by Landlord of the assignee, subtenant or occupant as Tenant, or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant herein contained. No assignment or subletting shall affect the continuing primary liability of Tenant hereunder (which, following assignment or subletting, shall be joint and several with the assignee or sublessee, as applicable), and Tenant shall not be released from performing any of the terms, covenants and conditions of this Lease.

- (D) Waiver. Notwithstanding any assignment or sublease, or any indulgences, waivers or extensions of time granted by Landlord to any assignee or sublessee, or any failure by Landlord to take action against any assignee or sublessee, Tenant waives notice of any default of any assignee or sublessee and agrees that Landlord may, at its option, proceed against Tenant without having taken action against or joined such assignee or sublessee, except that Tenant shall have the benefit of any indulgences, waivers and extensions of time granted to any such assignee or sublessee. Consent by Landlord to one (1) assignment, subletting, occupation or use by another person shall not be deemed a consent to any subsequent assignment, subletting, occupation or use by another person. Tenant hereby waives any suretyship defenses it may have to any action by Landlord.
- (E) Assumption of Obligations. Each assignee or transferee, other than Landlord, shall assume all obligations of Tenant under this Lease and shall be and remain liable jointly and severally with Tenant for the payment of the rent, and for the due performance of all the terms, covenants, conditions and agreements herein on Tenant's part to be performed, for the Lease Term. No assignment shall be binding on Landlord unless such assignee or Tenant shall deliver to Landlord an executed instrument on Landlord's form. The failure or refusal of the assignee to execute such instrument of assumption shall not release or discharge the assignee from its liability, and shall provide Landlord with the right to terminate such assignment.

## 22 DEFAULT.

- (A) If Tenant fails to make any rental or other payment required by the provisions of this Lease within five (5) days after such rental or other payment is due, or fails within fifteen (15) days after written notice by certified mail thereof to correct any breach or default of the other covenants, terms or conditions of this Lease, or if Tenant breaches this Lease and abandons the Premises before the end of the term, or if Tenant changes any term or condition of this Lease which Landlord has not expressly consented to in writing, or if Tenant repudiates this Lease at any time after the Effective Date, Landlord shall have the right at any time thereafter to terminate this Lease and Tenant's right to possession hereunder. Upon such termination, Landlord shall have the right to recover against Tenant:
- (I) The worth at the time of award of the unpaid rent which had been earned at the time of termination;
  - (II) The worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided;
  - (III) The worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided; and,
  - (IV) Any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including, without limitation, any costs or expenses incurred by Landlord in maintaining or preserving the Premises for reletting to a new tenant, any repairs or alterations to the Premises for such reletting, leasing commissions, or any other costs necessary or appropriate to relet the Premises.
- (B) The **"worth at the time of award"** of the amounts referred to in subparagraphs (i) and (ii) above shall be computed by allowing interest at the maximum rate allowed by law, and if no such maximum rate applies, at the rate of eighteen percent (18%) per annum. The **"worth at the time of award"** of the amount referred to in subparagraph (iii) shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%). Such efforts as Landlord may make to mitigate the damages caused by Tenant's breach of this Lease shall not constitute a waiver of Landlord's right to recover damages against Tenant hereunder, nor shall anything herein affect Landlord's right to indemnification against Tenant for any liability arising prior to the termination of this Lease for the personal injuries or property damage, and Tenant hereby agrees to indemnify and hold Landlord harmless from any such injuries and damages including all attorneys' fees and costs incurred by Landlord in defending any action brought against Landlord for any recovery thereof, and in enforcing the terms and provisions of this indemnification against Tenant.
- (C) Notwithstanding the above, the breach of this Lease by Tenant, or an abandonment of the Premises by Tenant, shall not constitute a termination of this Lease, or of Tenant's right of possession hereunder, unless and until Landlord elects to terminate, and until such time, Landlord shall have the right to enforce all of its rights and remedies under this Lease, including the right to recover rent, and all other payments to be made by Tenant hereunder, as they become due; provided, however, that until such time as Landlord elects to terminate this Lease and Tenant's right of possession hereunder, Tenant shall have the right to sublet the Premises or to assign its interests in this Lease, or both, subject to Section 21.
- (D) As security for the performance by Tenant of all of its duties and obligations hereunder, Tenant does hereby assign to Landlord the right, power and authority, during the Lease Term, to collect the rents, issues and profits of the Premises, and retain said rents, issues and profits as they become due and payable. Upon any such breach or default, Landlord shall have the right, at any time thereafter, without notice except as provided for above, either in person, by agent or by a receiver to be appointed by a court, to enter and take possession of the Premises and collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys' fees, upon any indebtedness secured hereby, and in such order as Landlord may determine.
- (E) The parties hereto agree that acts of maintenance or preservation or efforts to re-let the Premises, or the appointment of a receiver upon the initiative of Landlord to protect its interests under this Lease shall not constitute a termination of Tenant's right of possession for the purposes of this section unless accompanied by a written notice from Landlord to Tenant of Landlord's election to so terminate.



- (F) Tenant acknowledges that Landlord has executed this Lease in reliance on the financial information furnished by Tenant. If Landlord determines at any time that any of the financial information furnished by Tenant is substantially untrue or inaccurate, Tenant shall be deemed to be in default under this Lease, which default shall not be subject to cure, and which shall entitle Landlord to terminate this Lease and to exercise all remedies reserved to Landlord under this Lease or otherwise available to Landlord by law.
- (G) In the event of a default of any rental payment or other payment due under this Lease, Landlord may, in Landlord's notice to Tenant of such default, require that Tenant's payment to cure the default be in cash, cashier's check and/or certified check. Landlord and Tenant agree that should Landlord so elect to require payment by cash, cashier's check or certified check in Landlord's notice to Tenant, a tender of money to cure the default which is not in the form requested by Landlord shall be deemed a failure to cure the default.
- (H) Nothing contained in this Section 22 shall in any way diminish or be construed as waiving any of Landlord's other remedies as provided elsewhere in this Lease or by law or in equity.
- 23 **INSOLVENCY OF TENANT.** Tenant agrees that in the event all or substantially all of its assets are placed in the hands of a receiver or trustee, and in the event such receivership or trusteeship continues for a period of ten (10) days, or should Tenant make an assignment for the benefit of creditors, or should there be proceedings under any state or federal bankruptcy act where Tenant seeks to be adjudicated a bankrupt, or seeks to be discharged of its debts, or should any voluntary proceeding be filed against such Tenant under such bankruptcy laws and Tenant consents thereto or acquiesces therein by pleading or default, then this Lease or any interest in and to the Premises shall not become an asset in any of such proceedings and, in any of such event and in addition to any and all rights or remedies of Landlord hereunder or as provided by law, it shall be lawful for Landlord, at its option, to declare the Lease Term ended and to re-enter the Premises and take possession thereof and remove all persons therefrom and Tenant shall have no further claim therein or hereunder.
- 24 **SURRENDER OF LEASE.** The voluntary or other surrender of this Lease by Tenant, or a mutual termination hereof, shall at the option of Landlord, terminate all or any existing subleases or subtenancies, or may, at the option of Landlord, operate as an assignment to it of any or all of such subleases or subtenancies.
- 25 **TRANSFER OF PREMISES BY LANDLORD.** In the event of any sale, transfer or assignment of the Premises by Landlord ("**Sale**"), Landlord shall be, and hereby is, entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission occurring after the consummation of a Sale; and the transferee, upon Sale or any subsequent Sale of the Premises, shall be deemed without any further agreement between the parties or their successors in interest or between the parties and any such transferee, to have assumed and agreed to carry out any and all of the covenants and obligations of Landlord under this Lease.
- 26 **HOURS OF BUSINESS AND CONDUCT OF BUSINESS.**
- (A) **Continuous Operations.** Subject to the provisions of Section 20, Tenant shall continuously, during the Lease Term, conduct and carry on Tenant's business in the Premises and shall keep the Premises open for business and cause Tenant's business to be conducted therein during the usual business hours of each and every business day as is customary for businesses of like character in the city in which the Premises are located to be open for business; provided, however, that this provision shall not apply if the Premises should be closed and the business of Tenant temporarily discontinued therein on account of strikes, lockouts or similar causes beyond the reasonable control of Tenant, or closed for not more than three (3) days out of respect to the memory of any deceased officer or employee of Tenant, or the relative of any such officer or employee. Tenant shall keep the Premises adequately stocked with merchandise, and with sufficient sales personnel to service customers and to conduct its business in accordance with sound business practices.
- (B) **Maintenance.** Tenant, at its sole cost and expense, agrees to use its best efforts to keep the Premises in a clean, neat, healthful, aesthetically pleasing, well maintained and orderly condition and to keep the Premises free from trash, garbage or refuse, noxious or injurious materials or odors, and free from vermin, insects or pests by virtue of having a regular pest extermination service, excessive vibrations, loud or constant noises and all other nuisances.
- (C) **Breach.** In the event of breach by Tenant of any of the conditions in this Section 26, Landlord shall have, in addition to any and all remedies herein provided, the right to collect, in addition to Rent, additional rent at the rate of one-thirtieth (1/30) of the GMMR for each and every day that Tenant shall fail to conduct business as provided in this Section 26.
- 27 **ATTORNEY'S FEES.**
- (A) If Landlord is involuntarily made a party defendant in any litigation concerning this Lease or the Premises by reason of any act or omission of Tenant, then Tenant shall indemnify, defend and hold harmless Landlord from all liabilities by reason thereof, including reasonable attorney's fees and all costs incurred by Landlord in such litigation.
- (B) If either Landlord or Tenant or their successors and assigns shall commence any legal proceedings either against the other with respect to the enforcement or interpretation of any of the terms and conditions of this Lease, the non-prevailing party therein shall pay to the other all expenses of such litigation, including reasonable attorneys' fees. The parties hereto agree that the state of location of the Premises is the proper jurisdiction for litigation of or performance under any matters relating to this Lease and service mailed to the address of Tenant set forth herein shall be adequate service for such litigation.
- 28 **NOTICES.** Wherever in this Lease it shall be required or permitted that notice and demand be given or served by either party on the other, such notice or demand shall be given or served and shall not be deemed to have been duly given or served unless in writing and sent by (i) certified mail, return receipt requested, (ii) facsimile, or (iii) any reliable overnight courier, addressed as follows:

Landlord: Resort Holdings 5, LLC  
[REDACTED]

Tenant: Nevada Medical Group, LLC  
4785 S. Durango Drive #204  
Las Vegas, NV 89147

*Removed personal contact information*

The notice date shall be deemed to be the date notice was (a) deposited in the US Mail, (b) sent via facsimile, provided that a confirmation of same is sent concurrently via US Mail or overnight courier service, or (c) deposited with any overnight courier service. Either party may change such address by written notice to the other given in accordance with this Section 28.

- 29 **HOLDING OVER.** This Lease shall terminate without further notice upon the expiration of the term, and should Tenant hold over in the Premises beyond this date, the holding over shall not constitute a renewal or extension of this Lease or give Tenant any rights under this Lease. In such event, Landlord may, in its sole discretion, treat Tenant as a tenant at will, subject to all of the terms and conditions in this Lease existing during the last year of the Lease Term, except the GMMR shall be increased to the greater of (i) one hundred twenty-five percent (125%) of the GMMR during the last year of the Lease Term, or (ii) one hundred twenty-five percent (125%) the fair market rental value of the Premises, as reasonably determined by Landlord. Tenant shall indemnify and hold Landlord harmless from all loss or liability which may accrue therefrom, including, without limitation, any claims made by any succeeding Tenant founded on or resulting from Tenant's holding over. Acceptance by Landlord of any rent after the expiration or earlier termination of this Lease shall not constitute a consent to a hold over hereunder, constitute acceptance of Tenant as a tenant at will or result in a renewal or extension of this Lease.
- 30 **SUCCESSORS IN INTEREST.** The covenants herein shall, subject to the provisions as to assignment, apply to, bind and inure to the benefit of the heirs, successors, executors, administrators and assigns of all the parties hereto and all of the parties hereto shall be jointly and severally liable hereunder.
- 31 **FORCE MAJEURE AND LABOR CONTRACTS.**
  - (A) **Force Majeure.** If either party shall be delayed or prevented from the performance of any act required hereunder by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, restrictive Governmental laws or regulations or other cause without fault and beyond the control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay; provided, however, nothing in this Section 32 shall excuse Tenant from the prompt payment of Rent or other charges required of Tenant hereunder except as may be expressly provided elsewhere in this Lease.
  - (B) **Labor Relations.** Tenant expressly covenants and agrees, at all times during the Term and such other times as Tenant occupies the Premises or any part thereof, that Tenant shall not take any action which would violate Landlord's labor contracts affecting the Shopping Center or which would cause any work stoppage, picketing, labor disruption or dispute, or any interference with the Shopping Center or the business of Landlord or any other tenant of the Shopping Center or with the rights and privileges of any person lawfully in the Shopping Center. Tenant shall, to the extent reasonable, have pickets removed and, if necessary, terminate at any time any construction work being performed in the Premises giving rise to such labor problems, until such time as Landlord shall have given its written consent for the resumption of such work. Tenant shall have no claim for damages of any nature against Landlord or any of Landlord's affiliates in connection therewith, nor shall the Term Commencement Date be extended as a result thereof.
- 32 **PARTIAL INVALIDITY.** If any term, covenant, condition or provision of this Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- 33 **HEADINGS.** The various headings and numbers herein, and the grouping of the provisions of this Lease into separate Sections and Paragraphs are for convenience only and shall not have any effect upon the construction or interpretation of any part hereof.
- 34 **TIME OF THE ESSENCE.** Time is of the strictly of the essence for all of Tenant's covenants, duties, and obligations under this Lease.
- 35 **SUBORDINATION/ATTORNMENT.**
  - (A) **Subordination.** This Lease, at Landlord's option, shall be subject and subordinate to all matters of public record, ground and/or other underlying leases including sale and leaseback leases, mortgages, deeds of trust, development agreements, declarations of restrictions and grant of easements, covenants, conditions and restrictions or other encumbrances which now affect, or are subsequently placed upon, the real property of which the Premises are a part, together with all renewals, modifications, consolidations, replacements and extensions thereof; provided, however, that as to the lien of any deed of trust or mortgage, or the interest of any lease in which Landlord is the lessee, Tenant's right to quiet possession of the Premises shall not be disturbed if Tenant is not in default and so long as Tenant shall pay the rent and observe and perform all of the provisions of this Lease, unless this Lease is otherwise terminated pursuant to its terms. If any mortgagee, trustee, or ground lessor shall elect to have this Lease prior to the lien of its mortgage, deed of trust or ground lease, and shall give written notice thereof to Tenant, this Lease shall be deemed prior to such mortgage, deed of trust or ground lease on the date of recording thereof.
  - (B) **Attornment.** In the event any proceedings are brought for foreclosure, or in the event of the exercise of the power of sale under any mortgage or deed of trust made by Landlord covering the Premises, or should the lease in which Landlord is the lessee be terminated, Tenant shall attorn to the purchaser or lessor under this Lease upon any such foreclosure, sale or lease termination, and recognize such purchaser or lessor as Landlord under this Lease, provided that the purchaser or lessor shall acquire and accept the Premises subject to this Lease.
  - (C) **Estoppel Certificate.** Tenant shall, at any time and from time to time during the Lease Term, upon not more than ten (10) days prior written notice from Landlord, execute, acknowledge and deliver to Landlord a written statement certifying (i) that this Lease represents the entire agreement between Landlord and Tenant, and is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect), (ii) the dates to which the Rent and other charges are paid in advance, if any; (iii) the Rent Commencement Date and expiration date of this Lease, (iv) whether Tenant has assigned or transferred this Lease or any interest of Tenant therein; and

(iv) that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder and that Tenant has no right of offset, counterclaim or deduction against Rent, or specifying such defaults if any are claimed together with the amount of any offset, counterclaim or deduction alleged by Tenant. Such statement is subject to change to include other matters reasonably requested by Landlord's lender or a potential purchaser of the Shopping Center. Any such statement may be relied upon by any prospective purchaser or lender upon the security of the real property of which the Building and the Premises are a part. Tenant's failure to deliver such statement within ten (10) days shall be conclusive and binding upon Tenant that (a) this Lease is in full force and effect, without modification except as may be represented by Landlord, (b) there are no uncured defaults in Landlord's performance and that Tenant has no right of offset, counterclaim or deduction against Rent, and (c) no more than one (1) month's Rent has been paid in advance.

- 36 **CONDEMNATION.** If by a condemnation or a transfer in lieu thereof by power of eminent domain by a public or quasi-public authority, twenty percent (20%) or more of the Premises are taken, Landlord may, upon written notice given within thirty (30) days after such taking or transfer in lieu thereof, terminate this Lease. Tenant shall not be entitled to share in any portion of the award by the condemning authority, and Tenant hereby expressly waives any right or claim to any part thereof from the condemning authority and from Landlord for the value of the unexpired Lease Term, including all unexercised options. Tenant shall, however, have the right to claim and recover, only from the condemning authority (but not from Landlord), any amounts necessary to reimburse Tenant for the cost of removing its stock and fixtures. If there is a partial taking of the Premises and this Lease is not terminated, Landlord shall restore the remaining portion of the Premises as nearly as practicable to its condition before the taking to the extent of the award actually paid to Landlord. Tenant shall be responsible, at its cost, for the repair, restoration and replacement of its above-standard leasehold improvements, personal property and trade fixtures. After a partial taking, the GMMR shall be reduced on an equitable basis, taking into account the relative value of the portion taken as compared to the portion remaining. If there is a taking of the Premises for temporary use for a period not to exceed thirty (30) days, this Lease shall continue in full force without abatement of rent, and Tenant shall continue to comply with Tenant's obligations under this Lease, except to the extent compliance shall be rendered impossible or impracticable by reason of the temporary taking. Tenant hereby waives the provisions of any statutory rights of termination that may arise by reason of any partial taking of the Premises under the power of eminent domain.
- 37 **ACKNOWLEDGMENT.** Upon the earlier of the delivery of the keys to the Premises to Tenant or within seven (7) days after written request from Landlord, Tenant agrees to execute an acknowledgment confirming its agreement to the actual Delivery Date and Term Commencement Date of this Lease.
- 38 **NO ORAL AGREEMENT/INTEGRATION.**
- (A) **COMPLETE AGREEMENT.** THIS LEASE COVERS IN FULL EACH AND EVERY AGREEMENT OF EVERY KIND OR NATURE WHATSOEVER BETWEEN THE PARTIES AND THEIR RESPECTIVE AGENTS AND REPRESENTATIVES HERETO CONCERNING THIS LEASE AND ALL PRELIMINARY NEGOTIATIONS AND AGREEMENTS OF WHATSOEVER KIND OR NATURE ARE MERGED HEREIN, AND THERE ARE NO ORAL AGREEMENTS OR IMPLIED COVENANTS. NO PROVISION OF THIS LEASE MAY BE AMENDED OR MODIFIED EXCEPT BY AN AGREEMENT IN WRITING SIGNED BY BOTH LANDLORD AND TENANT. WITHOUT LIMITATION, LANDLORD SPECIFICALLY DOES NOT REPRESENT OR WARRANT THAT ANY OTHER TENANT OR OCCUPANT, PRESENT OR FUTURE SHALL BECOME OR REMAIN AN OCCUPANT IN THE SHOPPING CENTER DURING THE LEASE TERM.
- (B) **Authorization.** If Tenant is a corporation or a limited liability company, each individual executing this Lease on behalf of Tenant represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of Tenant and shall deliver appropriate certifications to that effect, if requested. If Tenant is a partnership, joint venture, or other unincorporated association, each individual executing this Lease on behalf of Tenant represents that this Lease is binding on Tenant. Furthermore, Tenant agrees that the execution of any written consent hereunder, or of any written modification or termination of this Lease, by any general partner of Tenant or any other authorized agent of Tenant, shall be binding on Tenant.
- (C) **Joint Obligation.** All parties to this Lease as Tenant shall be jointly and severally liable for all obligations of Tenant.
- 39 **BROKERS.** Tenant warrants that it has had no dealings with any real estate broker or agents in connection with the negotiation of this Lease. Tenant knows of no real estate broker or agent who is entitled to a commission in connection with this Lease, and covenants and agrees to indemnify and save Landlord harmless from any and all loss, cost and liability (including attorney's fees and costs) that may arise from a breach of this warranty.
- 40 **MISCELLANEOUS.**
- (A) **Confidentiality.** Tenant covenants and agrees not to discuss nor to disclose any information regarding this Lease, including, without limitation, GMMR and CAM expenses, with any of the other tenants or persons related thereto at the Shopping Center at any time during the Lease Term.
- (B) **Financial Statements.** Tenant represents and warrants to Landlord that the financial statements of Tenant and (and Guarantor, if applicable) previously submitted to Landlord are in accordance with their respective books and records and are complete, correct and fairly present their respective financial positions, results of operations and changes in financial position as of the dates of such financial statements. Tenant represents and warrants to Landlord that there have been no material adverse changes since the dates of such financial statements. Tenant covenants that it will notify Landlord of any subsequent adverse events, which would materially alter the financial statements of Tenant (and Guarantor, if applicable).
- (C) **Waiver.** The waiver by either party of a breach of any term, covenant or condition contained herein shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of Rent hereunder by Landlord shall not be deemed to be a waiver of any preceding default by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding default at the time of the acceptance of such Rent. No waiver by either party shall be binding unless in writing and signed by such party.
- (D) **Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies at law or in equity.
- (E) **Disclosure.** Pursuant to NRS 645.252(1)(c), a real estate licensee must disclose if he is a principal in a transaction or has an interest in a principal to the transaction. Robert Hasman is a licensed real estate broker in the State of Nevada and has a direct interest and respective principal in this transaction.

- (F) Previous lease. This lease replaces the prior lease dated November 11, 2014 between Nevada Medical Group, LLC and Resort Holdings 5, LLC.
- (G) Lease Not Binding Until Fully Executed. THE SUBMISSION OF THIS DOCUMENT FOR EXAMINATION AND/OR NEGOTIATION DOES NOT CONSTITUTE AN OFFER TO LEASE OR A BINDING CONTRACT FOR THE LEASE OF THE SPACE INDICATED HEREIN UNTIL SUCH TIME AS BOTH THE LANDLORD AND TENANT EXECUTE THIS DOCUMENT AND A FULLY EXECUTED ORIGINAL IS DELIVERED TO LANDLORD.

**IN WITNESS WHEREOF**, the parties have duly executed this Lease, together with the herein referred to Exhibits which are attached hereto, on the day and year first above written.

**LANDLORD:**

Resort Holding 5,  
a Nevada limited liability company

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**TENANT:**

Nevada Medical Group, LLC

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT "A"**

**FLOOR PLAN**

[ATTACHED]

EXHIBIT "A"

**EXHIBIT "B"**

**RULES AND REGULATIONS**  
(Pacific Business Park Shopping Center)

Landlord hereby establishes, subject to change by Landlord from time to time, the following rules and regulations ("**Rules**") for the safety, care and cleanliness of the premises of any tenant or tenants of the Shopping Center and the Common Areas of the Shopping Center in general, and for the preservation of good order. Landlord shall not be responsible to Tenant for the nonperformance of any of these Rules.

**A. FOR THE PREMISES:**

1. All floor areas of the Premises (including vestibules, entrances, and air returns), doors, fixtures, windows, plate glass, and sidewalk area in front of the Premises shall be maintained in a clean, safe and good condition.
2. All trash, refuse, and waste materials shall be stored in adequate containers and regularly removed from the Premises and properly disposed of within the confines of the receptacles/dumpsters provided by Landlord. Grease and/or oil products shall be removed from the Premises by a carrier qualified to dispose of these products. At no time shall grease/oil be disposed of in the dumpsters or plumbing system (drains) in the Shopping Center. Tenant's trash containers shall not be visible to the general public and shall not constitute a nuisance or a health or fire hazard. In the event that any tenant shall fail to remedy such nuisance, health or fire hazard, within five (5) days after written notice by Landlord, Landlord may remedy and/or correct such nuisance, health or fire hazard at the expense of the tenant involved.
3. No portion of the Premises shall be used for lodging purposes.
4. Neither sidewalks nor walkways shall be used to display, store, or place any merchandise, equipment or devices, except in connection with sidewalk sales held with Landlord's prior written approval. The roof of the Premises shall not be used for the storage of merchandise or equipment.
5. No public telephone, newsstand, shoeshine stand, refreshment, vending or other coin operated machine shall be installed or placed on the sidewalk or walkway area adjacent to the Premises or on the Common Areas without Landlord's prior written approval in each instance.
6. No person or persons shall use the Premises, or any part thereof, for conducting therein a second-hand store, auction, distress, or business for sale, bankruptcy sale, or "going-out-of-business" sale or "lost our lease" sale without Landlord's prior written consent.
7. No portion of the Premises shall be used for the storage of any merchandise, materials or other properties, other than those reasonably necessary for the operation of a tenant's business.
8. Tenant shall not black out or otherwise obstruct the windows of the Premises by signage or otherwise, without Landlord's prior written consent.
9. If a tenant provides its customers with the use of shopping carts and/or baskets, such tenant shall be responsible for causing such carts and/or baskets to be stored only in areas designated by Landlord. If such tenant fails to routinely collect and store said carts as necessary (at least six times daily), Landlord may assume the responsibility of same and may bill the tenant involved on an estimated monthly basis for such service.
10. Landlord may, from time to time, inspect the Premises to insure compliance with the foregoing provisions.

**B. FOR THE COMMON AREAS:**

1. All tenants and their authorized representatives and invites shall use any roadway, walkway or mall (including the enclosed mall, if any) only for ingress and egress from the stores in the Shopping Center. Use of the Common Areas shall be in an orderly manner in accordance with directional or other signs or guides. Roadways shall not be used at a speed in excess of ten (10) miles per hour and shall not be used for parking or stopping, except for the immediate loading and unloading of passengers. Walkways and malls (including the enclosed mall, if any) shall be used only for pedestrian travel.
2. All tenants and their authorized representatives and invitees shall not use the parking areas for anything but parking motor vehicles which shall specifically exclude the parking of trucks or semi-trailers. All motor vehicles shall be parked in an orderly manner within the painted lines defining the individual parking places. During peak periods of business activity, Landlord may impose any and all controls Landlord deems necessary to operate the parking lot including, without limitation, the length of time for parking use.
3. No person shall use any utility area or truck loading area reserved for use in conducting business, except for the specific purpose for which permission to use these areas has been given.
4. No employee shall use any area for motor vehicle parking except the area specifically designated for employee parking. No tenant shall designate an area for employee parking except the area designated in writing by Landlord.
5. Without the prior written consent of Landlord, no person shall use any of the Common Areas for:
  - (a) Vending, peddling or soliciting orders for sale or distributing of any merchandise, device, service, periodical, book, pamphlet or other matter;

- (b) Exhibiting any non-professional sign, placard, banner, notice or other written material;
- (c) Distributing any circular, booklet, handbill, placard or other material;
- (d) Soliciting membership in any organization, group or association or soliciting contributions for any purpose.
- (e) Parading, patrolling, picketing, demonstrating or engaging in conduct that might interfere with the use of the Common Areas or be detrimental to any of the business establishments in the Shopping Center;
- (f) Any purpose when none of the business establishments in the Shopping Center are open for business;
- (g) Discarding any paper, glass or extraneous matter of any kind, except in designated receptacles;
- (h) Except for normal and customary sound devices for tenant's drive-through facilities, using a sound-making device that is annoying or unpleasant to the general public; or
- (i) Damaging any sign, light standard or fixture, landscaping material or other improvement or property within the Shopping Center.

The above listing of specific prohibitions is not intended to be exclusive, but is intended to indicate the manner in which the right to use the Common Areas solely as a means of access and convenience in shopping at the business establishments in the Shopping Center is limited and controlled by Landlord.