

PURCHASE AGREEMENT OF ACTIONS CELEBRATED BY ONE PART C [Redacted: confidential information. Pursuant to Section 12.2(3) of National Instrument 51-102, the redacted shareholder information is confidential.], REPRESENTED IN THIS ACT BY [Redacted: confidential information. Pursuant to Section 12.2(3) of National Instrument 51-102, the redacted shareholder information is confidential.], WHICH WILL BE DENOMINATED THE "SELLER" AND THE OTHER TOWER ONE WIRELESS CORP., REPRESENTED IN THIS ACT BY [Redacted: confidential information. Pursuant to Section 12.2(3) of National Instrument 51-102, the redacted shareholder information is confidential.], TO WHOM THE SUCCESSIVE WILL BE DENOMINATED "THE BUYER", WITH THE APPEARANCE OF [Redacted: confidential information. Pursuant to Section 12.2(3) of National Instrument 51-102, the redacted shareholder information is confidential.], AT THE TENOR OF THE FOLLOWING:

BACKGROUND

I. COMERCIALIZADORA MEXMAKEN, SA DE CV, was established in accordance with the laws of the United Mexican States (hereinafter Mexico), as stated in the policy number Four thousand nine hundred seven dated September 9, 2015, granted by the Public Broker number 74 of the Plaza of the City of Mexico, [Redacted: confidential information. Pursuant to Section 12.2(3) of National Instrument 51-102, the redacted shareholder information is confidential.] registered in the Public Registry of Commerce of Mexico City.

II. The parties enter into this Agreement so that "THE BUYER" may acquire from "THE SELLER" 1500 (One thousand five hundred) shares of the fixed capital of the Company (hereinafter "THE SHARES ON SALE").

DECLARATIONS

I) DECLARES "THE BUYER", THROUGH ITS REPRESENTATIVE:

- a) It is a company duly incorporated and existing in accordance with Canadian legislation under the name of TOWER ONE WIRELESS CORP.
- c) That the powers of its representative have not been revoked or limited in any way to the date of this instrument
- d) That, for the purposes of this Contract, the domicile is located at Suite 600 - 535, Howe Street, Vancouver, BC, V6C2Z4, Canada.
- e) That it is your desire to acquire from THE SELLER shares of your property.
- f) That it has sufficient resources to face the obligations it acquires through this Contract.

II) DECLARES "THE SELLER", THROUGH ITS REPRESENTATIVE:

- a) Be an American, of legal age, with full capacity to be bound by the terms of this contract.
- b) That he is the only, legitimate owner and owner of 1,500 (one thousand five hundred) shares, nominative, common and released, fully subscribed and paid representative of the fixed capital, Series "A" without nominal value, (hereinafter referred to as "THE SHARES")), Representing 75% (Seventy-five percent) of the capital stock of the Company and which are covered by the Share Securities of Series" A "No. 001, which are free of any and all lien, or any other limitation of ownership, legal or contractual, that affects the rights incorporated in them or that prevents or limits their sale. Likewise, it states that the Shares have not been subject to any trust agreement or deposit whatsoever.
- c) That in order to suit their interests, it is their wish to alienate "THE SHARES ON SALE" to "THE BUYER".
- d) That, for the purposes of this Contract, the domicile is located at Suite 600 - 535, Howe Street, Vancouver, BC, V6C2Z4, Canada.

III [Redacted: confidential information. Pursuant to Section 12.2(3) of National Instrument 51-102, the redacted shareholder information is confidential.], DECLARES THAT:

- a) Expressly waives the right of the amount corresponding to the purchase of the shares that are the subject of this contract of sale.
- b) It recognizes and gives full validity to this instrument and to all the resulting and necessary documents so that this sale can take full effect.
- c) From this moment, it is obliged to sign the corporate documents that are necessary for the purpose of this Contract to have full effect.

IV) THE PARTIES, DECLARE THAT:

- a) They have full powers and capacity to celebrate, grant, and comply with this Contract, as well as to carry out the operations contemplated in the.
- b) This Contract is duly and validly entered into and granted by you and constitutes a valid and binding agreement for them, enforceable in accordance with its terms.
- c) The celebration, granting and performance by you of this Contract, as well as the improvement of the operations contemplated therein and the fulfillment of your obligations according to each other:
 - i) Do not violate any legal provision, rule or regulation to which it is subject;
 - ii) They do not violate any order, sentence or decree that is applicable to them; Y
 - iii) They are not in conflict with, nor result in a breach under, any term or condition of their corporate documents, including their bylaws, or any Contract or instrument of which they are a party or under which they are bound.
- d) The aforementioned in the background of this Contract is correct and complete as of this date and facts, acts or circumstances that individually or as a whole could reasonably have an adverse effect on the other parties or on the celebration and improvement are not omitted. of this Contract, the improvement of the operations contemplated in it or in the fulfillment of its obligations according to each other.

By virtue of the precedents and previous declarations, and with the intention of the Parties to be legally bound, they are obliged according to the following:

CLAUSES

FIRST OBJECT. In this act "THE SELLER" sells and transfers the domain of 1,500 (one thousand five hundred) shares, of the Series "A" (representative of the fixed capital), THE SHARES ON SALE, of COMERCIALIZADORA MEXMAKEN, S.A. DE CV, to "THE PURCHASER", who buys and acquires it for himself, without reservation or limitation in his domain, free of any encumbrance, charge or any other limitation of ownership, therefore, without prejudice to the fact that it may increase for some another legal act, the shareholding derived from this instrument, will be in favor of "THE BUYER" as follows:

SHAREHOLDER ACTIONS SERIES "A" SHARE OF CAPITAL
TOWER ONE WIRELESS CORP. 1,500 (One thousand five hundred shares) 75%

SECOND. ENDORSEMENT, DELIVERY AND REGISTRATION OF ACTIONS. Under the Sale "THE SELLER" in this act:

- i) It establishes that it is partially owned in favor of "THE PURCHASER", the Title that covers "THE SHARES" of the Company object of the present sale.
- ii) It undertakes to carry out the pertinent actions and that are within its reach for the Company to cancel the Securities of Series "A" (fixed capital), No. 001, issue the Final Title of Shares of the Series " A "corresponding, as well as to ensure that the delivery of the same is done properly and in accordance with the agreement in this agreement of wills.
- iii) You are obliged to carry out the pertinent actions and that are within your reach to register "THE PURCHASER", in the Register of Shares of the Company.

THIRD. PRICE AND METHOD OF PAYMENT. The total price for the sale of "THE SHARES ON SALE" object of this Contract, is the sum of *[Redacted: confidential information. Pursuant to Section 12.2(3) of National Instrument 51-102, the redacted shareholder information is confidential.]* amount that "THE BUYER", delivers and pays in this act to "THE SELLER" , the present instrument serving as the most effective and complete receipt that in law exists to credit the aforementioned payment. Additionally, Tower One Wireless Corp. will pay a total of seven and a half million (7,500,000) Class A shares.

QUARTER. EXPENSES. Each of the Parties will be responsible for covering all costs and fees incurred as a result of the execution of this Contract and the improvement of the operations contained therein.

FIFTH TAXES AND TAX OBLIGATIONS. All Taxes, rights or contributions that are caused as a result of the implementation and fulfillment of this Contract will be the responsibility of the party that is responsible for covering them according to the legislation applicable to the matter.

SIXTH. ASSIGNMENT. Neither this Contract, nor any right, remedy, obligation or liability arising from this Contract or by reason of this, may be assigned by the Parties, without the prior written consent of the other Party, so no assignment will release to any of the Parties of any liability arising under the terms of this Contract.

SEVENTH. ADDITIONAL DOCUMENTS AND ACTS. The parties will celebrate and grant the instruments, and will carry out the additional acts, which are necessary or appropriate to comply with the object of this Contract.

EIGHTH. MODIFICATIONS. No variation or modification to this Agreement, or waiver of any of the terms and provisions herein, will be considered valid unless in writing and signed by the Parties to this Agreement.

NINTH. DISCLAIMERS No deficiency or delay of any of the parties in the exercise of any of the rights contained in this Contract, shall be understood as a waiver thereof, nor shall its individual or partial exercise preclude the exercise of other or future rights.

TENTH. DIVISIBILITY. In the event that any provision of this Agreement is considered invalid or non-enforceable, the remaining provisions of this Agreement will remain in force and have full effect.

ELEVENTH. NOTIFICATIONS AND ADDRESSES. All notices, demands, notifications, consents and reports referred to in this Contract will be made in writing and will be delivered to the other Party by certified registered mail or by telefax with transmission confirmation, to the addresses that appear in the Declarations chapter of this instrument.

TWELFTH. ABSENCE OF VICES OF CONSENT. The parties declare that in the celebration of this Contract there are no vices of consent such as error, fraud, injury, violence or bad faith.

THIRTEENTH. RESCISSION. The delay or failure by "THE PURCHASER" to any of the clauses or obligations established in the present agreement of wills will be cause for termination of this Contract.

FOURTEEN. PARTICULAR NORM. This instrument constitutes the total and exclusive agreement between the parties regarding the matter contemplated herein, replacing and leaving without legal effect any other discussion or negotiation held verbally or in writing prior to this date of celebration.

FIFTEEN FIFTH. JURISDICTION. For the interpretation and fulfillment of this Contract, the parties submit to the jurisdiction and competence of the Courts of the City of Mexico, Federal District, waiving any jurisdiction that by their present or future domiciles, could correspond to them.

The perfectly informed parts of the content, scope, force and vigor of each and every one of the clauses of this Contract, are signed in duplicate, in Mexico City on February 23, 2018 at 12:00 hours.

"THE SELLER"

"THE BUYER"

*[Redacted: confidential information.
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