

## SALE-PURCHASE AGREEMENT

This Sale-Purchase Agreement (the "Agreement") is entered in Montreal, Quebec, Canada, this 19<sup>th</sup> day of May 2017 between:

**DUNDEE SUSTAINABLE TECHNOLOGIES INC.**, a company duly incorporated under the laws of Canada, having its principal place of business at 1002 Sherbrooke Street West, Suite 2060, Montreal, Quebec H3A 3L6;

(Hereinafter called "DST")

**-And-**

**MAG ONE PRODUCTS INC.**, a company duly incorporated under the laws of British Columbia, having its principal place of business at 925 Georgia Street West, Suite 145, Vancouver, British Columbia V6C 3L2;

(Hereinafter called the "Purchaser" or "MagOne")

**WHEREAS** MagOne's principal business is the development and commercialization of technologies for the processing and production of magnesium (Mg) metal and Mg-related compounds and by-products;

**WHEREAS** DST owns a 43-101 Technical Report prepared by *Systèmes Geostat International Inc.* on April 30, 2008 called: Resources Estimation of the Nickel Content in Asbestos Mines Tailings, Thetford Mines, Quebec, Canada (the "Technical Report");

**WHEREAS** the tailings subject to the Technical Report (the "Tailings") are owned/controlled by Asbestos Corporation Limited ("ACL");

**WHEREAS** the DST wishes to sell and Purchaser wishes to purchase the Technical Report from DST, the whole in accordance with the terms and conditions of this Agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants, promises and agreements herein contained made and to be performed by the Parties, it is mutually agreed as follows:

### 1. PURCHASE AND SALE

- 1.1. **Purchase.** The aggregate purchase price payable by the Purchaser to DST for the Technical Report is Five Thousand Dollars (\$5,000) and Forty Thousand (40,000) common shares of MagOne (the "Purchase Price").
- 1.2. **Purchase Price.** The Purchaser shall pay the Purchase Price at the time of signature of the Agreement, by check or wire transfer to the order of Dundee Sustainable Technologies Inc. according to the instructions here enclosed as Schedule "A".
- 1.3. **Further engagement by Purchaser.** If within twenty-four months from the date of the Agreement, MagOne starts commercial production of product(s) by processing the Tailings, Purchaser agrees to make an additional payment to DST of Twenty Thousand Dollars (\$20,000) and Thirty Thousand Dollars (\$30,000) worth of common shares of MagOne at the prevailing 20-day volume weighted average price (VWAP).

If within the same twenty-four-month period since the date of the Agreement, there is no commercial production with regards to the Tailings, Purchaser agrees to sell back the Technical Report to DST for a consideration of One Dollar (\$1.00) and not to use the Report from that date on.

## 2. GENERAL PROVISIONS

2.1. **Notices.** Any notice or other communication to be given in connection with this Sale-Purchase Agreement must be in writing and given by personal delivery, pre-paid recorder delivery, first class post facsimile or e-mail transmissions to the other party's address, fax or e-mail, to the following addresses:

For: **Dundee Sustainable Technologies Inc.:**

Address: 1002, Sherbrooke Street West, Suite 2060, Montreal, Quebec H3A 3L6  
CANADA

Attention: President & CEO

E-mail: [legal@dundeetechnologies.com](mailto:legal@dundeetechnologies.com)

Telecopier: (+1) 514-866-6193

For: **Mag One Products Inc:**

Address: 925 Georgia Street West, Suite 145, Vancouver, British Columbia V6C 3L2  
CANADA

Attention: President & CEO

E-mail: [gillian@magoneproducts.com](mailto:gillian@magoneproducts.com)

Telecopier: (+1) 604-669-4731

2.2. **Entire Agreement.** This Sale-Purchase Agreement shall represent the entire understanding between DST and MagOne regarding the matter hereof. No modification to this Agreement shall be valid unless in writing and signed between the parties.

2.3. **Governing Law.** This Agreement shall be governed by and interpreted and enforced in accordance with the Laws in force in the Province of Quebec and the laws of Canada applicable therein.

2.4. **Execution.** This Sale-Purchase Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered to all of the parties shall be deemed to be and shall be read as a single document among the Parties. Counterparts may be executed either in original or faxed or e-mail form.

2.5. **Language.** The Parties hereto confirm that it is their wish that this Agreement as well as other documents relating hereto have been and shall be drawn up in English only. *Les parties aux présentes confirment leur volonté que cette convention de même que tous les documents s'y rattachant soient rédigés en anglais seulement.*

[EXECUTION PAGE FOLLOWS]

**IN WITNESS WHEREOF** this Sale-Purchase Agreement has been duly executed by the parties hereto on the first date hereof.

**DUNDEE SUSTAINABLE TECHNOLOGIES INC.**

**MAG ONE PRODUCTS INC.**

  
\_\_\_\_\_  
Per: Brian Howlett  
President & CEO

  
\_\_\_\_\_  
Per: Gillian Holcroft  
President & CEO

**SCHEDULE "A"**

**Dundee Sustainable Technologies Inc. - Bank Information**

**To receive a wire transfer:**

<b>Institution #:</b>	<b>001 (Bank of Montreal)</b>
<b>CAD account#:</b>	<b>133-1187</b>
<b>Transit #:</b>	<b>02301</b>
<b>Account's name:</b>	<b>Dundee Sustainable Technologies Inc.</b>
<b>Branch address:</b>	<b>630, René-Lévesque Blvd. West Montreal (QC) H3B 1S6</b>
<b>Swift code:</b>	<b>From Canada and other countries: BOFMCAM2</b>
	<b>From USA: Wachovia Bank, NY swift: PNBUS3NNYC Or, ROUTING: ABA026007760</b>

**BMO Commercial Account Manager:**

**Aly Jinnah**  
119 rue St-Jacques  
Montréal, QC H2Y 1L6  
Tel : 514-877-1353  
Fax : 514-877-8510  
Email: [aly.jinnah@bmo.com](mailto:aly.jinnah@bmo.com)

**DST's controller:**

**Arved Marin**  
Tel: 514-866-6001 #243  
E-mail: [amarin@dundeetechnologies.com](mailto:amarin@dundeetechnologies.com)

NELSON SKALBANIA

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DATE

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PAY TO THE ORDER OF

*DYNAGE SUSTAINABLE TECHNOLOGIES INC* \$ 5,000 *KX*  
*FIVE THOUSAND* / 100 DOLLARS

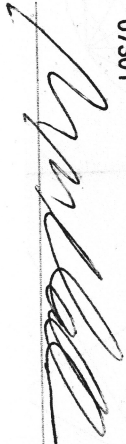
**NATIONAL BANK OF CANADA**

07301

PRIVATE BANKING 1859  
1076 ALBERTA STREET, 2ND FLOOR, SUITE 201  
VANCOUVER (BRITISH COLUMBIA) V6E 1A3


MEMO

*DEPOSIT OK*  
*43101 Report*



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 Security Features  
Details on back.