

SHARE EXCHANGE AGREEMENT

THIS SHARE EXCHANGE AGREEMENT (this “**Agreement**”) is made effective as of the 27th day of February, 2020 (the “**Execution Date**”)

AMONG:

1202465 B.C. LTD., a company incorporated under the laws of the Province of British Columbia

(the “**Nelson Target**”)

AND:

PATRIOT CANNABIS BRANDS INC. (formerly, 1216372 B.C. Ltd.), a company incorporated under the laws of the Province of British Columbia

(the “**Powell River Target**”)

(the Nelson Target, and the Powell River Target, collectively, the “**Targets**”)

AND:

BLACKHAWK RESOURCE CORP., a company incorporated under the laws of the Province of Alberta

(the “**Target Vendor**”)

AND:

GAIA GROW CORP., a company incorporated under the laws of Province of British Columbia

(the “**Purchaser**”)

WHEREAS:

A. The Target Vendor is the registered and beneficial owner of all of the issued and outstanding Target Shares (as defined herein), which will constitute all of the issued and outstanding Target Securities (as defined herein) as at the Closing (as defined herein);

B. The Purchaser has made an offer to the Target Vendor to acquire all of the issued and outstanding Target Shares as at the Closing in exchange for the issuance of the Consideration Shares (as defined herein); and

C. Upon the terms and subject to the conditions set forth in this Agreement, the Target Vendor has agreed to sell to the Purchaser, and the Purchaser has agreed to purchase from the Target Vendor, all of the Target Vendor’s legal and beneficial interest in the Target Shares, such that, immediately following the Closing, all of the Target Securities (being solely comprised of

the Target Shares) will be owned by the Purchaser, and each of the Targets will be wholly-owned subsidiaries of the Purchaser;

THIS AGREEMENT WITNESSES that, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), each of the Targets, the Target Vendor and the Purchaser (each, a “**Party**” and, together, the “**Parties**”) covenant and agree as follows:

ARTICLE 1 **INTERPRETATION**

1.1 Definitions

In this Agreement, the following words and phrases will have the following meanings:

- (a) “**Affiliate**” means a company that is affiliated with another company as described below. A company is an Affiliate of another company if (a) one of them is the subsidiary of the other, or (b) each of them is controlled by the same person. A company is “controlled” by a person if (a) voting securities of the company are held, other than by way of security only, by or for the benefit of that person, and (b) the voting securities, if voted, entitle the person to elect a majority of the directors of the company. A person beneficially owns securities that are beneficially owned by (a) a company controlled by that person, or (b) an Affiliate of that person or an Affiliate of any company controlled by that person.
- (b) “**Agreement**” means this Share Exchange Agreement, as it may from time to time be supplemented or amended;
- (c) “**Applicable Laws**” means, with respect to any Person, any domestic (whether federal, provincial, state, territorial, municipal or local) or foreign statutes, laws, ordinances, rules, administrative interpretations, regulations, Orders, writs, injunctions, directives, judgments, decrees or other requirements of any Governmental Body applicable to such Person or any of its Affiliates or any of their respective properties, assets, Employees, consultants or agents (in connection with such Employee’s, consultant’s or agent’s activities on behalf of such Person or any of its Affiliates), including Applicable Securities Laws;
- (d) “**Applicable Securities Laws**” means all applicable securities laws in all jurisdictions relevant to the issuance of securities of the Purchaser pursuant to the terms of this Agreement, including the rules and policies of any stock exchange;
- (e) “**Business Day**” means any day on which commercial banks are generally open for business in the City of Vancouver, British Columbia, other than a Saturday, a Sunday or a day observed as a holiday in the City of Vancouver, British Columbia under the laws of the Province of British Columbia or the federal laws of Canada;
- (f) “**Closing**” means the closing of the Transaction pursuant to the terms of this Agreement;

- (g) “**Closing Date**” means the date of the Closing, which shall be the date on which the Purchaser Shares are conditionally accepted for listing on the CSE and delisted from the TSXV, unless otherwise agreed between the Target Vendor and the Purchaser;
- (h) “**Consideration Shares**” means 30,000,000 fully paid and non-assessable Purchaser Shares, being that number of Purchaser Shares having a value equal to the Purchase Price based upon a deemed price of \$0.05 per share, to be issued to the Target Vendor at the Closing, and “**Consideration Share**” means any one of them;
- (i) “**Contract**” means any contract, agreement, option, lease, license, sale and purchase order, commitment, understanding or other right or obligation of any kind, whether written or oral, to which any Party, or any Affiliate thereof, is a party, or is bound or affected, or to which any of its respective properties or assets is subject;
- (j) “**CSE**” means the Canadian Securities Exchange;
- (k) “**CSE Policies**” means the rules and policies of the CSE in effect as at the Closing Date;
- (l) “**Disclosure Record**” means the disclosure documents of the Purchaser as filed on SEDAR under the Purchaser’s profile at www.sedar.com;
- (m) “**Employee**” means, with respect to any Person, any current, former or retired employee, officer, manager, consultant or director of such Person;
- (n) “**Encumbrances**” means any encumbrance or restriction of any kind or nature whatsoever and howsoever arising (whether registered or unregistered) and includes a security interest, mortgage, easement, adverse ownership interest, defect on title, condition, right of first refusal, right of first offer, right-of-way, encroachment, building or use restriction, conditional sale agreement, hypothec, pledge, deposit by way of security, hypothecation, assignment, charge, security under Sections 426 or 427 of the *Bank Act* (Canada), trust or deemed trust, voting trust or pooling agreement with respect to securities, any adverse claim, grant of any exclusive licence or sole licence, or any other right, option or claim of others of any kind whatsoever, and includes any agreement to give any of the foregoing in the future, and any subsequent sale or other title retention agreement or lease in the nature thereof, affecting either of the Targets or the Target Securities;
- (o) “**Execution Date**” has the meaning set forth on page 1 of this Agreement;
- (p) “**GAAP**” means generally accepted accounting principles as set forth in the CPA Canada Handbook – Accounting for an entity that prepares its financial statements in accordance with Accounting Standards for Private Enterprises, at the relevant time, applied on a consistent basis;
- (q) “**Governmental Body**” means: (a) any governing body of any nation, state, province, county, city, town, village, district or other jurisdiction of any nature, (b) federal, state, provincial, local, municipal, foreign or other government, (c) any

governmental or quasi-governmental authority of any nature (including any governmental agency, branch, department, official or entity and any court or other tribunal), (d) any multi-national organization or body, or (e) anybody exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power of any nature, including any arbitrator;

- (r) **“IFRS”** means International Financial Reporting Standards as adopted by the Canadian Accounting Standards Board, applied on a consistent basis with prior periods;
- (s) **“Liabilities”** means, with respect to any Person, any liability or obligation of such Person of any kind, character or description, whether known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, secured or unsecured, joint or several, due or to become due, vested or unvested, determined, determinable or otherwise, and whether or not the same is required to be accrued on the financial statements of such Person;
- (t) **“Lien”** means any lien, claim, charge, pledge, hypothecation, security interest, mortgage, restriction, assignment, trust or deemed trust, title defect or objection, title retention agreement, option or encumbrance of any nature or kind whatsoever, whether contractual, statutory or otherwise arising, other than: (a) statutory liens for Taxes not yet due and payable, and (b) such imperfections of title, easements and Encumbrances, if any, that will not result in a Material Adverse Effect;
- (u) **“Losses”** means any and all demands, claims, actions or causes of action, assessments, losses, damages, Liabilities, costs or expenses, including interest, penalties, fines and reasonable attorneys, accountants and other professional fees and expenses, but excluding any indirect, consequential or punitive damages suffered by a Person, including damages for lost profits or lost business opportunities;
- (v) **“Material Adverse Effect”** means, when used in connection with a Person, any change, event, violation, inaccuracy, circumstance or effect that is reasonably to be expected to result in losses, individually or in the aggregate, of at least \$25,000, or could reasonably be expected to be materially adverse to the business, assets (including intangible assets), Liabilities, capitalization, ownership, financial condition or results of operations of such Person or any Affiliate thereof, other than any change, event, circumstance or effect to the extent resulting from: (a) the announcement of the execution of this Agreement and the transactions contemplated hereby, (b) changes in legal or regulatory conditions generally affecting the Target Business or the Purchaser Business, except that any such change, effect, event or occurrence will be considered in determining whether there has been, or will be, a Material Adverse Effect if the same disproportionately affects either of the Targets, the Purchaser, the Purchaser Business or the Target Business, (c) changes in the capital markets generally, or (d) changes in GAAP or IFRS, as applicable;
- (w) **“Material Contracts”** means any Contract or other obligation or right (and all amendments, modifications and supplements thereto to which either of the Targets is a party affecting the obligations of either of the Targets thereunder) to which either of the Targets is a party or by which any of its properties or assets

are bound that are material to the Target Business, properties or assets of either of the Targets, including, to the extent any of the following are material to the Target Business, properties or assets of either of the Targets, all: (a) employment, severance, personal services, consulting, non-competition or indemnification Contracts (including any Contract to which either of the Targets is a party involving Employees), (b) Contracts granting a right of first refusal or first negotiation, (c) partnership or joint venture Contracts, (d) Contracts for the acquisition, sale or lease of material properties or assets of either of the Targets (by purchase or sale of assets, shares or otherwise), (e) Contracts with any Governmental Body, (f) loan or credit Contracts, instruments evidencing indebtedness for borrowed money by a Party or any such Contract pursuant to which indebtedness for borrowed money may be incurred, (g) Contracts that purport to limit, curtail or restrict the ability of either of the Targets to compete in any geographic area or line of business, (h) commitments or understandings to enter into any of the foregoing, and (i) all Contracts that provide for annual payments to or from either of the Targets in excess of \$10,000 per annum;

- (x) **“Material Interest”** means direct or indirect beneficial ownership of: (a) voting securities or other voting interests representing at least 20% of the outstanding voting power of a Person, or (b) equity securities or other equity interests representing at least 20% of the outstanding equity securities or equity interests in a Person;
- (y) **“Nelson Target”** has the meaning set forth on page 1 of this Agreement;
- (z) **“Order”** means any award, decision, injunction, judgment, order, ruling, subpoena or verdict entered, issued, made or rendered by any Governmental Body;
- (aa) **“Organizational Documents”** means: (a) the certificate of incorporation, articles, bylaws or other constating documents of a Person, (b) any charter or similar document adopted or filed in connection with the creation, formation or organization of a Person, and (c) any amendment to any of the foregoing;
- (bb) **“Party”** and **“Parties”** have the meaning set forth on page 2 of this Agreement;
- (cc) **“Person”** is to be construed broadly and includes an individual, sole proprietor, corporation, body corporate, partnership, joint venture, association, trust, unincorporated organization, Governmental Body, or any other entity, or any trustee, executor, administrator or other legal representative thereof;
- (dd) **“Powell River Target”** has the meaning set forth on page 1 of this Agreement;
- (ee) **“Proceeding”** means any action, arbitration, audit, hearing, investigation, litigation or suit (whether civil, criminal, administrative, investigative or informal) commenced, brought, conducted, heard by or before, or otherwise involving, any Governmental Body;
- (ff) **“Purchase Price”** means \$1,500,000, which will be satisfied through the issuance of the Consideration Shares to the Target Vendor;
- (gg) **“Purchaser”** has the meaning set forth on page 1 of this Agreement;

- (hh) **“Purchaser Business”** means all business conducted by the Purchaser at any time prior to or following the Closing;
- (ii) **“Purchaser Shares”** means the common shares in the capital of the Purchaser and **“Purchaser Share”** means any one of them;
- (jj) **“SEDAR”** means the System for Electronic Document Analysis and Retrieval;
- (kk) **“Targets”** has the meaning set forth on page 1 of this Agreement;
- (ll) **“Target Board”** means the board of directors of each of the Targets;
- (mm) **“Target Business”** means all business conducted by either of the Targets at any time prior to or following the Closing, and which in the case of the Nelson Target involves the operation of a licensed cannabis dispensary at the premises located at 306B Victoria Street, Nelson, British Columbia, and in the case of the Powell River Target involves the operation of licensed cannabis dispensaries at the premises located at Unit No. 3, 4296 Joyce Avenue, Powell River, British Columbia and 6239 Walnut Street, Powell River, British Columbia;
- (nn) **“Target Securities”** means any Target Shares and any other securities or other indebtedness of either of the Targets convertible or exercisable into, or exchangeable for, Target Shares;
- (oo) **“Target Shares”** means all of the issued and outstanding shares in the capital of the Nelson Target, and the Powell River Target, being 1,000 common shares in the capital of each of the Nelson Target, and the Powell River Target, as of the Execution Date;
- (pp) **“Target Vendor”** has the meaning set forth on page 1 of this Agreement;
- (qq) **“Tax”** means, with respect to any Person, any tax, assessment, charge, dues, duty, rate, fee, impost, levy or similar charge of any kind, lawfully levied, assessed or imposed by any Governmental Body, including any income tax (including any tax on or based upon net income, gross income, income as specially defined, earnings, profits or selected items of income, earnings or profits) and capital tax, gross receipts tax, environmental tax or charge, sales tax, use tax, ad valorem tax, value added tax, transfer tax (including, without limitation, any tax relating to the transfer of interests in real property or entities holding interests therein), franchise tax, license tax, withholding tax, health tax, payroll tax, employment tax, pension plan premium, excise tax, severance, social security, workers’ compensation, employment insurance or compensation tax, mandatory pension or other social fund tax or premium, stamp tax, occupation tax, premium tax, property tax, windfall profits tax, alternative or add-on minimum tax, goods and services tax, harmonized sales tax, customs duties or other tax, fee, import, assessment or charge of any kind whatsoever, or any instalment in respect thereof, together with any interest and any penalty or additional amount imposed by any Governmental Body (domestic or foreign) on such Person, and any interest, penalty, additional tax or addition to tax imposed with respect to the foregoing, whether disputed by such Person or not;

- (rr) “**Tax Act**” means the *Income Tax Act* (Canada), as amended and the regulations thereunder, as amended;
- (ss) “**Tax Return**” means any return (including any information return), report, statement, schedule, notice, form or other document or information filed with or submitted to, or required to be filed with or submitted to, any Governmental Body in connection with the determination, assessment, collection or payment of any Tax, or in connection with the administration, implementation or enforcement of, or compliance with, any Applicable Laws;
- (tt) “**Transaction**” means, collectively, the acquisition by the Purchaser of all of the Target Shares from the Target Vendor, and all other transactions contemplated by this Agreement;
- (uu) “**Transaction Documents**” means this Agreement and all such further documents, agreements and instruments required to be executed or filed by any Party or any Associate or Affiliate thereof to effect the consummation of the acquisition by the Purchaser of all of the Target Shares from the Target Vendor (all of which will be in form and content reasonably satisfactory to each Party) pursuant to the requirements of Applicable Laws relating to the acquisition by the Purchaser of all of the Target Shares from the Target Vendor, or by any other Governmental Body having jurisdiction, in order to carry out the terms and objectives of this Agreement; and
- (vv) “**TSXV**” means the TSX Venture Exchange.

1.2 Interpretation

For the purposes of this Agreement, except as otherwise expressly provided herein:

- (a) all references in this Agreement to a designated article, section or schedule is to the designated article, section or schedule of or to this Agreement, unless otherwise specifically stated;
- (b) the words “herein”, “hereof” and “hereunder”, and other words of similar import, refer to this Agreement as a whole and not to any particular article, section or schedule;
- (c) the singular of any term includes the plural and vice versa, and the use of any term is equally applicable to any gender and any Person;
- (d) the word “or” is not exclusive and 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);
- (e) all accounting terms not otherwise defined in this Agreement have the meanings assigned to them in accordance with GAAP or IFRS, as applicable, applied on a consistent basis with prior periods;
- (f) except as otherwise provided, any reference to a statute includes, and is a reference to, such statute and to the regulations made pursuant thereto with all amendments made thereto and in force from time to time, and to any statute or

regulations that may be passed which have the effect of supplementing or superseding such statute or such regulations;

- (g) where the phrase “to the best of the knowledge of” or phrases of similar import are used in this Agreement, it will be a requirement that the Person in respect of whom the phrase is used will have made such due enquiries as are reasonably necessary to enable such Person to make the statement or disclosure;
- (h) the headings to the articles and sections of this Agreement are inserted for convenience of reference only and do not form a part of this Agreement and are not intended to interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof;
- (i) any reference to a corporate entity includes, and is also a reference to, any corporate entity that is a successor to such entity;
- (j) the representations, warranties, covenants and agreements contained in this Agreement will not merge at the Closing and will continue in full force and effect from and after the Closing for the applicable period set out in this Agreement; and
- (k) unless otherwise specifically noted, all references to currency are to Canadian dollars (\$). If it is necessary to convert money from another currency to Canadian dollars, such money will be converted using the exchange rates in effect at the date of payment.

ARTICLE 2 **PURCHASE AND SALE**

2.1 Purchase of Target Shares in Exchange for Consideration Shares

Subject to the terms and conditions of this Agreement, the Purchaser irrevocably agrees to acquire the Target Shares from the Target Vendor (which will represent all of the Target Securities outstanding at the Closing), and the Target Vendor irrevocably agrees to sell, assign and transfer the Target Shares to the Purchaser, free and clear of all Liens, on the terms and conditions set forth in this Agreement, in consideration for the issuance of the Consideration Shares to the Target Vendor, such that, immediately following the Closing, all of the issued and outstanding Target Securities will be owned by the Purchaser and the Target Vendor will own the Consideration Shares.

2.2 Application of the Tax Act

The Parties hereby acknowledge and agree that the Transaction is not intended to give rise to any income tax liability whatsoever, and it is their intention that the transactions contemplated hereby be effected pursuant to the provisions of section 85.1 of the Tax Act.

ARTICLE 3 **FILINGS**

3.1 Preparation of Filings

The Parties will co-operate in the preparation of any application for any required Authorization and any other orders, registrations, consents, filings, rulings, exemptions, no-action letters and

approvals, and in the preparation of any documents, reasonably deemed by any of the Parties to be necessary to discharge its respective obligations under this Agreement or otherwise advisable under Applicable Laws.

ARTICLE 4

REPRESENTATIONS AND WARRANTIES OF THE TARGETS AND THE TARGET VENDOR

Each of the Targets, and the Target Vendor, jointly and severally makes the following representations to the Purchaser, as at the Execution Date and as at the Closing, and acknowledges and agrees that the Purchaser is relying upon such representations and warranties in connection with the execution, delivery and performance of this Agreement:

4.1 Organization and Good Standing

- (a) Each of the Targets is a corporation duly organized, validly existing and in good standing under the laws of the Province of British Columbia.
- (b) Each of the Targets has full corporate power, authority and capacity to conduct its respective business as it has been and is presently conducted, to own, operate or use the properties and assets that it purports to own, operate or use, and to perform all of its obligations under any applicable Contracts.

4.2 Capitalization

- (a) The authorized share capital of each of the Targets consists of an unlimited number of common voting shares, of which, as of the Execution Date, only the Target Shares are issued and outstanding and constitute the Target Shares to be purchased by the Purchaser subject to the terms and conditions of this Agreement. All of the Target Shares have been duly authorized, are validly issued, fully paid and non-assessable.
- (b) All Target Shares have been issued in compliance with all Applicable Laws. None of the Target Shares were issued in violation of any agreement, arrangement or commitment to which either of the Targets is a party or is subject to or in violation of any pre-emptive or similar rights of any Person.
- (c) There are no outstanding or authorized options, warrants, convertible securities or other rights, agreements, arrangements or commitments of any character relating to any shares or other securities in the capital of either of the Targets or obligating either of the Targets to issue or sell any shares or other securities of, or any other interest in, either of the Targets. Neither of the Targets has outstanding or authorized any share appreciation, phantom share, profit participation, equity compensation plans or similar rights. There are no voting trusts or agreements, pooling agreements, unanimous shareholder agreements or other shareholder agreements, proxies or other agreements or understandings in effect with respect to the voting or transfer of any of the Target Shares.

4.3 Authority

Each of the Targets has all requisite power and authority to execute and deliver the Transaction Documents to be signed by it, to perform its obligations thereunder, and to consummate the transactions contemplated hereby. No other corporate or shareholder Proceedings on the part

of either of the Targets is necessary to authorize the Transaction Documents or to consummate the Transaction. This Agreement has been, and the other Transaction Documents when executed and delivered by each of the Targets as contemplated by this Agreement will be, duly executed and delivered by each of the Targets, and this Agreement is, and the other Transaction Documents when executed and delivered by each of the Targets as contemplated hereby will be, valid and binding obligations of each of the Targets, enforceable against each of the Targets in accordance with their respective terms.

4.4 No Conflict

Neither the execution and delivery of this Agreement, nor the consummation or performance of any of the transactions contemplated herein, will, directly or indirectly (with or without notice or lapse of time or both):

- (a) contravene, conflict with, or result in a violation of any provision of the Organizational Documents of either of the Targets or any resolution adopted by the Target Board;
- (b) contravene, conflict with, or result in a violation of, any Applicable Laws to which either of the Targets, or any of their respective assets, may be subject;
- (c) contravene, conflict with, or result in a violation of, any of the terms or requirements of, or give any Governmental Body the right to revoke, withdraw, suspend, cancel, terminate or modify, any governmental authorization that is held by either of the Targets, or that otherwise relates to the Target Business;
- (a) cause the Purchaser or either of the Targets to become subject to, or to become liable for the payment of, any Tax;
- (b) contravene, conflict with, or result in a violation or breach of any provision of, or give any Person the right to declare a default or exercise any remedy under, or to accelerate the maturity or performance of, or to cancel, terminate, or modify, any Material Contract;
- (c) result in the imposition or creation of any Liens upon or with respect to any of the Target Shares; or
- (d) require either of the Targets to obtain any consent from any Person in connection with the execution and delivery of this Agreement or the consummation or performance of any of the transactions contemplated herein.

4.5 Material Contracts

Each of the Targets has provided the Purchaser with all Material Contracts entered into by either of the Targets in the course of carrying on the Target Business. Neither of the Targets is party to or bound by any other Material Contract, whether oral or written, and the Material Contracts are all valid and subsisting, in full force and effect and unamended, and no material default or violation exists in respect thereof on the part of either of the Targets or, to the best of the knowledge of the Targets, on the part of any of the other parties thereto. Neither of the Targets is aware of any intention on the part of any of the other parties thereto to terminate or materially alter any Material Contracts or any event that, with notice or the lapse of time, or both, will create a material breach or violation thereof, or default under any Material Contracts. To the

knowledge of the Targets, the continuation, validity and effectiveness of each Material Contract will in no way be affected by the consummation of the transactions contemplated by this Agreement. There exists no actual or threatened termination, cancellation, or limitation of, or any amendment, modification or change to, any Material Contract to which either of the Targets is a party.

4.6 Subsidiaries

Neither of the Targets has any subsidiaries, nor do they have any Material Interest in any other Person.

4.7 Partnerships or Joint Ventures

Neither of the Targets is a partner or participant in any partnership, joint venture, profit-sharing arrangement or other association of any kind, including as a beneficiary or trustee in any trust arrangement, and neither is a party to any agreement under which it has agreed to carry on any part of the Target Business or any other activity in such manner, or by which either of the Targets has agreed to share any revenue or profit with any other Person.

4.8 Conduct Since Incorporation

Since incorporation, neither of the Targets have engaged in any business enterprise or other activity other than the Target Business.

4.9 Tax Matters

- (a) No Tax Returns have been filed by either of the Targets. Neither of the Targets has given, or been requested to give, waivers or extensions (or is or would be subject to a waiver or extension given by any other Person) of any statute of limitations relating to any payment by either of the Targets, for which either of the Targets may be liable.
- (b) No Taxes have been paid, withheld or collected by either of the Targets, nor was any such payment, withholding or collection required by any Governmental Body.
- (c) Each of the Targets has paid all Taxes that have become or are due, if any, with respect to any period ended on or prior to the Execution Date and has established an adequate reserve for those Taxes not yet due and payable, except for any Taxes the non-payment of which will not have a Material Adverse Effect on either of the Targets.
- (d) Neither of the Targets is presently under, nor has it received notice of, any contemplated investigation or audit by any Governmental Body concerning any fiscal year or period ended prior to the Closing.

4.10 No Undisclosed Liabilities

Neither of the Targets has any outstanding material Liabilities owing to any Person, and is not party to, or bound by, any suretyship, guarantee, indemnification or assumption agreement or endorsement of, or any other similar commitment with respect to, the Liabilities of any Person.

4.11 Compliance

- (a) Each of the Targets is, and at all times has been, in full compliance with all requirements of each Governmental Body required for the operation of the Target Business.
- (b) No event has occurred or circumstance exists that may (with or without notice or lapse of time) constitute or result, directly or indirectly, in a violation of, or a failure to comply with, any requirement of any Governmental Body required for the operation of the Target Business, or may result directly or indirectly, in the revocation, withdrawal, suspension, cancellation or termination of, or any modification to, any authorization of any Governmental Body required for the operation of the Target Business.
- (c) Neither of the Targets has received any notice or other communication (whether oral or written) from any Governmental Body or any other Person regarding any actual, alleged, possible, or potential violation of, or failure to comply with, any requirement of any Governmental Body, or any actual, proposed, possible, or potential revocation, withdrawal, suspension, cancellation, termination of, or modification of any authorization of any Governmental Body.

4.12 Legal Proceedings

- (a) There is no pending Proceeding:
 - (i) that has been commenced by or against either of the Targets or that otherwise relates to or may affect the Target Business; or
 - (ii) that challenges, or that may have the effect of preventing, delaying, making illegal, or otherwise interfering with, any of the transactions contemplated herein.
- (b) To the knowledge of each of the Targets, and the Target Vendor, no Proceeding has been threatened against either of the Targets or with respect to the Target Business, and no event has occurred or circumstance exists, that may give rise to or serve as a basis for the commencement of any such Proceeding.
- (c) There is no Order to which either of the Targets, or the Target Business, is subject.
- (d) No Employee or agent of either of the Targets is subject to any Order that prohibits such Employee or agent from engaging in or continuing any conduct, activity or practice relating to the Target Business.

4.13 Operating Permits and Licenses

Each of the Targets owns or holds all material permits, licenses, consents, authorizations, approvals, privileges, waivers, exemptions, Orders (inclusionary or exclusionary) or other concessions required in connection with the conduct of the Target Business, except to the extent such failure would not reasonably be expected to result in a Material Adverse Effect with respect to either of the Targets. All such permits and licenses are valid and enforceable, each in accordance with its respective terms, and no party to any of them is in default thereunder or in

breach thereof, or would, with the giving of notice or the lapse of time or both, be in breach or default thereof, except to the extent such default would not reasonably be expected to result in a Material Adverse Effect with respect to either of the Targets.

4.14 Survival

The representations and warranties of each of the Targets and the Target Vendor under this Article 4 will survive the Closing for a period of two years.

4.15 Reliance

The Target Vendor acknowledges and agrees that the Purchaser has entered into this Agreement relying on the warranties and representations and other terms and conditions of the Target Vendor contained in this Agreement, notwithstanding any independent searches or investigations that have been, or may be, undertaken by or on behalf of the Purchaser, and that no information which is now known or should be known, or which may hereafter become known, by the Purchaser or its Employees or professional advisers prior to the Closing, will limit or extinguish the Purchaser's right to indemnification hereunder.

ARTICLE 5 **REPRESENTATIONS AND WARRANTIES OF THE PURCHASER**

The Purchaser makes the following representations to the Target Vendor as at the Execution Date and as at the Closing, and the Purchaser acknowledges that the Target Vendor is relying upon such representations and warranties in connection with the execution, delivery and performance of this Agreement, as follows:

5.1 Organization and Good Standing

The Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the Province of British Columbia, with full corporate power, authority and capacity to conduct its business as presently conducted, to own or use the properties and assets that it purports to own or use, and to perform all its obligations under any applicable Contracts. The Purchaser is duly qualified to do business as a corporation and is in good standing under the laws of each province or other jurisdiction in which the failure to be so registered would be likely to result in a Material Adverse Effect on the Purchaser.

5.2 Capitalization

The entire authorized capital stock of the Purchaser consists of an unlimited number of Purchaser Shares, of which, 202,501,981 Purchaser Shares are outstanding as of the Execution Date. All of the outstanding Purchaser Shares have been duly authorized and validly issued and are fully paid and non-assessable.

5.3 Authority

The Purchaser has all requisite corporate power and authority to execute and deliver the Transaction Documents to be signed by the Purchaser, to perform its obligations thereunder, and to consummate the transactions contemplated thereby. The execution and delivery of each of the Transaction Documents by the Purchaser and the consummation of the transactions contemplated hereby have been duly authorized by the Purchaser Board. No other corporate or shareholder proceedings on the part of the Purchaser are necessary to authorize such

documents or to consummate the transactions contemplated hereby. This Agreement has been, and the other Transaction Documents when executed and delivered by the Purchaser as contemplated by this Agreement will be, duly executed and delivered by the Purchaser, and this Agreement is, and the other Transaction Documents when executed and delivered by the Purchaser as contemplated hereby will be, valid and binding obligations of the Purchaser enforceable in accordance with their respective terms.

5.4 Validity of Consideration Shares

The Consideration Shares will, upon issuance in accordance with the terms of this Agreement, be duly and validly issued, fully paid and non-assessable.

5.5 Non-Contravention

Neither the execution, delivery and performance of this Agreement, nor the consummation of the transactions contemplated herein, will:

- (a) conflict with, result in a violation of, cause a default under (with or without notice, lapse of time or both) or give rise to a right of termination, amendment, cancellation or acceleration of any obligation contained in or the loss of any material benefit under, or result in the creation of any Lien upon any of the material properties or assets of the Purchaser under any term, condition or provision of any loan or credit agreement, note, debenture, bond, mortgage, indenture, lease or other agreement, instrument, permit, license, judgment, Order, decree, statute, law, ordinance, rule or regulation applicable to the Purchaser or its material property or assets;
- (b) violate any provision of the Organizational Documents of the Purchaser or any Applicable Laws; or
- (c) violate any Order of any Governmental Body applicable to the Purchaser or any of its material property or assets.

5.6 Reporting Status

The Purchaser is a reporting issuer in good standing in the Provinces of British Columbia, Alberta and Ontario. The Purchaser Shares are listed on the TSXV and the Purchaser is in material compliance with the rules and regulations of the TSXV. The Purchaser has applied to list the Purchaser Shares on the CSE and, if such listing is completed, the Purchaser Shares would be delisted from the TSXV.

5.7 Disclosure Record

As of their respective dates, the documents comprising the Disclosure Record were timely filed and complied in all material respects with the requirements of the Applicable Securities Laws. The Disclosure Record includes all of the documents and reports that the Purchaser was required to file under Applicable Securities Laws. As of the time filed on SEDAR (or, if amended or suspended by a filing prior to the Execution Date, then on the date of such filing) none of the Disclosure Record contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

5.8 Survival

The representations and warranties of the Purchaser in this Article 5 will survive for a period of two years from the Closing Date.

5.9 Reliance

The Purchaser acknowledges and agrees that the Target Vendor has entered into this Agreement relying on the warranties and representations and other terms and conditions of the Purchaser contained in this Agreement, notwithstanding any independent searches or investigations that have been or may be undertaken by or on behalf of the Target Vendor, and that no information which is now known or should be known, or which may hereafter become known, by the Target Vendor or its professional advisers prior to the Closing, will limit or extinguish the Target Vendor's right to indemnification hereunder.

ARTICLE 6 **PRE-CLOSING COVENANTS**

6.1 Ordinary Course

From the Execution Date until the Closing, neither of the Targets shall, without the prior written consent of the Purchaser or as expressly contemplated herein, enter into any contract in respect of either of their respective businesses or assets, other than in the ordinary course of business, and shall continue to carry on the Target Business and maintain their assets in the ordinary course of business, with the exception of reasonable costs incurred in connection with the Closing, the Transaction, and, without limitation, but subject to the above exceptions, shall maintain payables and other liabilities at levels consistent with past practice, shall not engage in any extraordinary material transactions and shall make no distributions, dividends or special bonuses, shall not repay any shareholders' loans, or enter into or renegotiate any employment or consulting agreement, in each case without the prior written consent of the Purchaser.

6.2 Access for Investigation

- (a) Between the Execution Date and the Closing, each of the Targets, and the Target Vendor, will:
 - (i) afford the Purchaser, and the Purchaser's representatives, advisors, prospective investors and their representatives (collectively, the "**Purchaser Advisors**"), full and free access to the personnel, properties, contracts, books and records, and other documents and data of each of the Targets, in each case during normal business hours, upon a reasonable number of occasions, upon reasonable notice and in a manner calculated to minimize disruption of the Target Business;
 - (ii) furnish the Purchaser and the Purchaser Advisors with copies of all such contracts, books and records, and other existing documents and data, as the Purchaser may reasonably request; and
 - (iii) furnish the Purchaser and the Purchaser Advisors with such additional financial, operating and other data and information as the Purchaser may reasonably request.

6.3 Required Approvals

- (a) As promptly as practicable after the Execution Date, the Target Vendor will make all filings required by Applicable Laws to be made by it in order to consummate the transactions contemplated herein. Between the Execution Date and the Closing, the Target Vendor will cooperate with the Purchaser with respect to all filings that the Purchaser elects to make, or is required by Applicable Laws to make, in connection with the transactions contemplated herein.
- (b) As promptly as practicable after the Execution Date, the Purchaser will make all filings required by Applicable Laws to be made by it in order to consummate the transactions contemplated herein. Between the Execution Date and the Closing, the Purchaser will cooperate with the Target Vendor with respect to all filings that the Target Vendor elects to make, or are required by Applicable Laws to make in connection with the transactions contemplated herein.

6.4 Notification

- (a) Between the Execution Date and the Closing, each of the Parties will promptly notify the others in writing if any such Party becomes aware of any fact or condition that causes or constitutes a breach of any of the representations and warranties set forth herein, or if such Party becomes aware of the occurrence of any fact or condition that would (except as expressly contemplated by this Agreement) cause or constitute a breach of any such representation or warranty had such representation or warranty been made as of the time of occurrence or discovery of such fact or condition. During the same period, each Party will promptly notify the others of the occurrence of any breach of any covenant set forth herein or of the occurrence of any event that may make the satisfaction of the conditions set forth herein impossible or unlikely.
- (b) No Party may elect not to complete the transactions contemplated hereby, or exercise any termination right arising therefrom, unless forthwith, and in any event prior to the Closing, the Party intending to rely thereon has delivered a written notice to the other Parties specifying, in reasonable detail, all breaches of covenants, representations and warranties or other matters which the Party delivering such notice is asserting as the basis for the termination right.

6.5 Best Efforts

Between the Execution Date and the Closing, the Parties will use their reasonable best efforts to cause the conditions contained in this Agreement to be satisfied.

ARTICLE 7 CLOSING

7.1 Closing Date and Location

The transactions contemplated by this Agreement will be completed on the Closing Date, at such location and time as is mutually agreed to by the Purchaser and the Target Vendor. Notwithstanding the location of the Closing, each Party agrees that the Closing may be completed by undertakings or the email exchange of documents between the Purchaser and the Target Vendor, provided such undertakings and exchanges are satisfactory to each Party.

7.2 Target Vendor Closing Documents

At the Closing, the Target Vendor will deliver, or cause to be delivered, to the Purchaser the documents set forth in Section 8.1, and such other documents as the Purchaser may reasonably require to effect the transactions contemplated hereby.

7.3 Purchaser Closing Documents

At the Closing, the Purchaser will deliver, or cause to be delivered, to the Target the documents set forth in Section 9.1, and such other documents as the Target may reasonably require to effect the transactions contemplated hereby.

ARTICLE 8

PURCHASER'S CONDITIONS PRECEDENT

8.1 Purchaser's Conditions Precedent

The obligation of the Purchaser to complete the transactions contemplated by this Agreement will be subject to the satisfaction or waiver of, at or before the Closing, the following conditions precedent:

- (a) the representations and warranties of the Targets and the Target Vendor set forth in this Agreement being true, correct and complete in all material respects as of the Closing and with the same effect as if made at and as of the Closing;
- (b) the Targets and the Target Vendor having performed and complied with all of their respective material obligations, covenants and agreements required hereunder;
- (c) the Purchaser having been given reasonable opportunity to perform the searches and other due diligence reasonable or customary in a transaction of a similar nature to the Transaction, and the Purchaser and its advisors being satisfied with the results of such due diligence;
- (d) the Purchaser being satisfied that its due diligence, analysis and other customary examinations that it has performed regarding the financial position of each of the Targets and the Target Business are consistent, in all material respects, with the representations and warranties of each of the Targets and the Target Vendor set forth in this Agreement;
- (e) the Purchaser Shares having been conditionally accepted for listing on the CSE, and having been delisted from the TSXV;
- (f) this Agreement and the Transaction Documents, all in form and substance reasonably satisfactory to the Purchaser, having been executed and delivered to the Purchaser;
- (g) all of the outstanding Target Shares will be exchanged for Consideration Shares in accordance with the terms hereof;
- (h) no injunction or restraining order of any court or administrative tribunal of competent jurisdiction being in effect prohibiting the Transaction, and no action or

Proceeding having been instituted or be pending before any court or administrative tribunal to restrain or prohibit the Transaction;

- (i) no claim having been asserted or made that any Person (other than the Purchaser or the Target Vendor) is the holder or the beneficial owner of, or has the right to acquire or to obtain beneficial ownership of, any of the Target Shares, or any other voting, equity, or ownership interest in, either of the Targets, or (other than the Target Vendor) is entitled to all or any portion of the Consideration Shares;
- (j) all consents, renunciations, authorizations or approvals of each applicable Governmental Body and any other Person which, in the Purchaser's reasonable opinion, must be obtained prior to the Closing in order to give effect to: (i) the purchase of the Target Shares and the Transaction; (ii) all other transactions related to the foregoing, including any approval of the TSXV, the CSE or the holders of the Purchaser Shares (if applicable), having been obtained to the Purchaser's satisfaction or in accordance with any applicable Contracts or Applicable Laws;
- (k) each of the Targets, and the Target Vendor, having taken all proper steps, actions and corporate proceedings to approve the Transaction, including passing any resolutions required to ensure that the Target Shares will be transferred to the Purchaser free and clear of any Encumbrances, adverse claim, right or interest;
- (l) an exemption from the registration and prospectus requirements of Applicable Securities Laws being available for the issuance of the Consideration Shares to the Target Vendor;
- (m) the Purchaser Board and the holders of the Purchaser Shares, if applicable, having approved the entry into, and the Closing, of this Agreement and the Transaction, including the issuance of the Consideration Shares;
- (n) the Purchaser having received from each of the Targets, and the Target Vendor, the following Transaction Documents:
 - (i) copies of resolutions of the Target Board, approving: the entry into, and the Closing of, this Agreement and the transactions contemplated hereby, the transfer of the Target Shares to the Purchaser, the registration of the Target Shares in the name of the Purchaser, the issue of certificates representing the Target Shares registered in the name of the Purchaser, and all other matters contemplated by this Agreement;
 - (ii) all such instruments of transfer or certificates, duly executed, which in the opinion of the Purchaser acting reasonably are necessary to effect and evidence the transfer of the Target Shares to the Purchaser, free and clear of all Liens;
 - (iii) a copy of the central securities register of each of the Targets evidencing the Purchaser as the sole registered owner of the Target Securities, and

- (iv) the corporate minute books and all other books and records of each of the Targets; and
- (o) neither of the Targets shall have any Liabilities immediately prior to the Closing.

8.2 Waiver/Survival

The conditions set forth in this Article 8 are for the exclusive benefit of the Purchaser and may be waived by the Purchaser in writing, in whole or in part, on or before the Closing, and the Closing will be deemed to mean a waiver of all conditions of the Purchaser to the Closing. Notwithstanding any such waiver, the completion of the transactions contemplated by this Agreement will not prejudice or affect in any way the rights of the Purchaser in respect of the warranties and representations of either of the Targets and the Target Vendor in this Agreement, and the representations and warranties of each of the Targets and the Target Vendor in this Agreement will survive the Closing for the applicable period set out in Section 4.14.

8.3 Covenant of the Targets and the Target Vendor

Each of Targets, and the Target Vendor, covenant to deliver to the Purchaser on or before the Closing Date all of the Closing documentation set out in Section 8.1, and such other documents as the Purchaser may reasonably require to effect the transactions contemplated hereby.

ARTICLE 9

TARGET VENDOR'S CONDITIONS PRECEDENT

9.1 Target Vendor's Conditions Precedent

The obligation of the Target Vendor to complete the transactions contemplated by this Agreement will be subject to the satisfaction of or waiver of, at or before the Closing, the following conditions precedent:

- (a) the representations and warranties of the Purchaser set forth in this Agreement being true, correct and complete in all respects as of the Closing and with the same effect as if made at and as of Closing;
- (b) the Purchaser having performed and complied with all of the obligations, covenants and agreements to be performed and complied with by it hereunder;
- (c) the Consideration Shares being issued as fully paid and non-assessable Purchaser Shares, free and clear of any and all Encumbrances, Liens, charges and demands of whatsoever nature under Applicable Laws, except those imposed pursuant to this Agreement;
- (d) the Target Vendor having received from the Purchaser a copy of resolutions of the Purchaser Board and the holders of the Purchaser Shares, if applicable, authorizing the entry into, and the Closing, of this Agreement including the issuance of the Consideration Shares; and
- (e) no Proceedings pending or threatened to enjoin, restrict or prohibit the Transaction.

9.2 Waiver/Survival

The conditions set forth in this Article 9 are for the exclusive benefit of the Target Vendor and may be waived in whole or in part, on or before the Closing, by written notice from the Target Vendor, and the Closing will be deemed to mean a waiver of all conditions of the Target Vendor to Closing. Notwithstanding any such waiver, completion of the transactions contemplated by this Agreement by the Target Vendor will not prejudice or affect in any way the rights of either of the Targets, or the Target Vendor, in respect of the warranties and representations of the Purchaser set forth in this Agreement, and the representations and warranties of the Purchaser in this Agreement will survive the Closing for the applicable period set out in Section 5.8.

9.3 Covenant of the Purchaser

The Purchaser covenants to deliver to the Target Vendor on or before the Closing Date all of the Closing documentation set out in Section 9.1, and such other documents as the Target Vendor may reasonably require to effect the transactions contemplated hereby.

ARTICLE 10 STANDSTILL AGREEMENT

From the date of the acceptance of this Agreement until completion of the transactions contemplated herein or the earlier termination hereof, each of the Targets and the Target Vendor will not, directly or indirectly, solicit, initiate, assist, facilitate, promote or encourage proposals or offers from, entertain or enter into discussions or negotiations with, or provide information relating to the securities or assets, business, operations, affairs or financial condition of either of the Targets to any Persons in connection with the acquisition or distribution of any securities of either of the Targets, or any amalgamation, merger, consolidation, arrangement, restructuring, refinancing, sale of any material assets of either of the Targets, unless such action, matter or transaction is (i) part of the transactions contemplated in this Agreement, (ii) satisfactory to, and is approved in writing in advance by the Purchaser, (iii) is necessary to carry on the normal course of business or (iv) required as a result of the fiduciary duties of the directors and officers of either of the Targets.

ARTICLE 11 TERMINATION

11.1 Termination

This Agreement may be terminated at any time prior to the Closing by:

- (a) mutual written agreement of the Purchaser and the Target Vendor;
- (b) the Purchaser, if there has been a material breach by either of the Targets or the Target Vendor of any material representation, warranty, covenant or agreement set forth in this Agreement on the part of either of the Targets or the Target Vendor that is not cured, to the reasonable satisfaction of the Purchaser, within ten Business Days after notice of such breach is given by the Purchaser to the Target Vendor (except that no cure period will be provided for a breach by either of the Targets or the Target Vendor that, by its nature, cannot be cured);
- (c) the Target Vendor, if there has been a material breach by the Purchaser of any material representation, warranty, covenant or agreement set forth in this

Agreement on the part of the Purchaser that is not cured, to the reasonable satisfaction of the Target Vendor within ten Business Days after notice of such breach is given by the Target Vendor to the Purchaser (except that no cure period will be provided for a breach by the Purchaser that by its nature cannot be cured); or

- (d) either the Purchaser or the Target Vendor, if the Closing Date has not occurred on or before March 31, 2020, or if any Order of a Governmental Body of competent authority preventing the consummation of the transactions contemplated by this Agreement has become final and non-appealable.

11.2 Agreement of No Further Force or Effect

If either the Purchaser or the Target Vendor wishes to terminate this Agreement pursuant to Section 11.1 (other than pursuant to Section 11.1(a)), such Party shall give written notice of such termination to the other Party. In the event of the termination of this Agreement as provided in Section 11.1, this Agreement will be of no further force or effect, except as otherwise expressly contemplated hereby and provided that the provisions in Sections 11.2, 13.1, 13.4, 13.5, 13.6, 13.7 and 13.9 shall survive any termination hereof; and provided further that no termination of this Agreement will relieve any Party of liability for any breaches of this Agreement that are based on a wrongful refusal or failure to perform any obligations under this Agreement.

ARTICLE 12 INDEMNITIES

12.1 Agreement of the Purchaser to Indemnify

The Purchaser will indemnify, defend, and hold harmless, to the full extent of the law, the Target Vendor from, against, and in respect of, any and all Losses asserted against, relating to, imposed upon, or incurred by the Target Vendor by reason of, resulting from, based upon, or arising out of:

- (a) the material breach by the Purchaser of any representation or warranty of the Purchaser contained in, or made pursuant to, any Transaction Document; or
- (b) the material breach or partial breach by the Purchaser of any covenant or agreement of the Purchaser made in, or pursuant to any Transaction Document.

12.2 Agreement of the Targets and the Target Vendor to Indemnify

Each of the Targets and the Target Vendor will, jointly and severally, indemnify, defend, and hold harmless, to the full extent of the law, the Purchaser from, against, and in respect of any and all Losses asserted against, relating to, imposed upon, or incurred by the Purchaser by reason of, resulting from, based upon or arising out of:

- (a) the material breach by either of the Targets and/or the Target Vendor of any representation or warranty of either of the Targets and/or the Target Vendor contained in, or made pursuant to, any Transaction Document; or

- (b) the material breach or partial breach by either of the Targets and/or the Target Vendor of any covenant or agreement of either of the Targets and/or the Target Vendor made in, or made pursuant to, any Transaction Document.

12.3 Third Party Claims

- (a) If any third party notifies a Party entitled to indemnification under Section 12.1 or 12.2 (each an “**Indemnified Party**”) with respect to any matter (a “**Third-Party Claim**”) which may give rise to an indemnity claim against a Party required to indemnify such Indemnified Party under Section 12.1 or 12.2 (each an “**Indemnifying Party**”), then the Indemnified Party will promptly give written notice to the Indemnifying Party; provided, however, that no delay on the part of the Indemnified Party in notifying the Indemnifying Party will relieve the Indemnifying Party from any obligation under this Article 12, except to the extent such delay actually and materially prejudices the Indemnifying Party.
- (b) The Indemnifying Party will be entitled to participate in the defense of any Third-Party Claim that is the subject of a notice given by the Indemnified Party pursuant to Section 12.3(a). In addition, the Indemnifying Party will have the right to defend the Indemnified Party against the Third-Party Claim with counsel of its choice reasonably satisfactory to the Indemnified Party so long as: (i) the Indemnifying Party gives written notice to the Indemnified Party within 15 days after the Indemnified Party has given notice of the Third-Party Claim that the Indemnifying Party elects to assume the defense of such Third-Party Claim; (ii) the Indemnifying Party provides the Indemnified Party with evidence reasonably acceptable to the Indemnified Party that the Indemnifying Party will have adequate financial resources to defend against the Third-Party Claim and fulfill its indemnification obligations hereunder; (iii) if the Indemnifying Party is a party to the Third-Party Claim or, in the reasonable opinion of the indemnified Party, some other actual or potential conflict of interest exists between the Indemnifying Party and the Indemnified Party, the Indemnified Party determines in good faith that joint representation would not be inappropriate; (iv) the Third-Party Claim does not relate to or otherwise arise in connection with Taxes or any criminal or regulatory enforcement action; (v) settlement of, an adverse judgment with respect to or the Indemnifying Party’s conduct of the defense of the Third-Party Claim is not, in the good faith judgment of the Indemnified Party, likely to be materially adverse to the Indemnified Party’s reputation or continuing business interests (including its relationships with current or potential customers, suppliers or other parties material to the conduct of its business); and (vi) the Indemnifying Party conducts the defense of the Third-Party Claim actively and diligently. The Indemnified Party may retain separate co-counsel at its sole cost and expense and participate in the defense of the Third-Party Claim; provided, however, that the Indemnifying Party will pay the reasonable fees and expenses of separate co-counsel retained by the Indemnified Party that are incurred prior to the Indemnifying Party’s assumption of control of the defense of the Third-Party Claim.
- (c) The Indemnifying Party will not consent to the entry of any judgment, or enter into any compromise or settlement, with respect to the Third-Party Claim without the prior written consent of the Indemnified Party, unless such judgment, compromise or settlement: (i) provides for the payment by the Indemnifying Party of money as sole relief for the claimant; (ii) results in the full and general release

of the Indemnified Party from all Liabilities arising or relating to, or in connection with, the Third-Party Claim; and (iii) involves no finding or admission of any violation of Applicable Laws or the rights of any Person and has no effect on any other claims that may be made against the Indemnified Party.

- (d) If the Indemnifying Party does not deliver the notice contemplated by Section 12.3(b)(i), or the evidence contemplated by Section 12.3(b)(ii), within 15 days after the Indemnified Party has given notice of the Third-Party Claim, or otherwise at any time fails to conduct the defense of the Third-Party Claim actively and diligently, the Indemnified Party may defend, and may consent to the entry of any judgment or enter into any compromise or settlement with respect to, the Third-Party Claim in any manner it may deem appropriate; provided, however, that the Indemnifying Party will not be bound by the entry of any such judgment consented to, or any such compromise or settlement effected, without its prior written consent (which consent will not be unreasonably withheld or delayed). In the event that the Indemnified Party conducts the defense of the Third-Party Claim pursuant to this Section 12.3(d), the Indemnifying Party will: (i) advance the Indemnified Party promptly and periodically for the costs of defending against the Third-Party Claim (including reasonable attorneys' fees and expenses); and (ii) remain responsible for any and all other Losses that the Indemnified Party may incur or suffer resulting from, arising out of, relating to, in the nature of or caused by the Third-Party Claim to the fullest extent provided in this Article 12.

12.4 Limitation of Liability

- (a) The aggregate amount of all Losses for which the Purchaser shall be liable under Section 12.1 shall not exceed the Purchase Price.
- (b) The aggregate amount of all Losses for which either of the Targets and the Target Vendor shall be liable under Section 12.2 shall not exceed the Purchase Price.

ARTICLE 13 **GENERAL**

13.1 Expenses

Each Party will be responsible for and bear all of its own costs and expenses (including those of such Party's Employees, representatives (including any financial or other advisers) agents, brokers and finders, and any Affiliates thereof) incurred in connection with the preparation of this Agreement and the transactions contemplated by this Agreement.

13.2 Assignment

No Party may assign any of its respective rights under this Agreement without the prior consent of each of the other Parties, provided that the consent of the Target Vendor to any assignment by the Purchaser will be deemed to also be the consent of each of the Targets. Subject to the preceding sentence, this Agreement will apply to, be binding in all respects upon, and inure to the benefit of, the successors and permitted assigns of each of the Parties, as applicable. Nothing expressed or referred to in this Agreement will be construed to give any Person, other than the Parties, any legal or equitable right, remedy or claim under or with respect to this

Agreement or any provision of this Agreement. This Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the Parties and their successors and assigns, as applicable.

13.3 Notices

Any notice required or permitted to be given under this Agreement will be in writing and may be given by delivering, sending by email or other means of electronic communication capable of producing a printed copy, or sending by prepaid registered mail, the notice to the following address or number:

If to the Purchaser:

Gaia Grow Corp.
Suite 303, 750 West Pender Street
Vancouver, British Columbia, V6C 2T7
Attention: Frederick Pels, Chief Executive Officer
Email: fp@gaiagrow.com

If to either of the Targets, or the Target Vendor:

Blackhawk Resource Corp.
Suite 3810, 888 – 3rd Street SW
Calgary, Alberta, T2P 5C5
Attention: Frederick Pels, Chief Executive Officer
Email: fred@greenroommed.ca

(or to such other address or number as any Party may specify by notice in writing to the others).

Any notice delivered or sent by email or other means of electronic communication capable of producing a printed copy on a Business Day will be deemed conclusively to have been effectively given on the day the notice was sent or, if such day is not a Business Day, on the next following Business Day.

Any notice sent by prepaid registered mail will be deemed conclusively to have been effectively given on the third Business Day after posting; but if at the time of posting or between the time of posting and the third Business Day thereafter there is a strike, lockout, or other labour disturbance affecting postal service, then the notice will not be effectively given until actually delivered.

13.4 Independent Legal Advice

The Parties acknowledge that this Agreement has been prepared by Cassels Brock & Blackwell LLP, as counsel for the Purchaser, and that at no time has Cassels Brock & Blackwell LLP provided legal advice to either of the Targets, or the Target Vendor, in respect of the entering into of this Agreement. Each of the Targets, and the Target Vendor, acknowledges and agrees that they have been offered the opportunity to obtain their own independent legal advice, and that by entering into this Agreement they confirm that they have either sought the requisite advice, or waived their right thereto.

13.5 Governing Law; Venue

This Agreement, the legal relations between the Parties, all matters relating hereto or arising herefrom, and the adjudication and the enforcement thereof, will be governed by and interpreted and construed in accordance with the substantive laws of the Province of British Columbia, and the federal laws of Canada applicable therein, without regard to applicable choice of law provisions thereof. The Parties agree that any action, suit or proceeding arising out of, or relating to, this Agreement or the transactions contemplated hereby will be brought in a suitable court located in the Province of British Columbia, and each Party irrevocably submits to the exclusive jurisdiction of such court.

13.6 Severability

If any covenant or other provision of this Agreement is invalid, illegal, or incapable of being enforced by reason of any rule of law or public policy, then such covenant or other provision will be severed from and will not affect any other covenant or other provision of this Agreement, and this Agreement will be construed as if such invalid, illegal, or unenforceable covenant or provision had never been contained in this Agreement. All other covenants and provisions of this Agreement will, nevertheless, remain in full force and effect, and no covenant or provision will be deemed dependent upon any other covenant or provision unless so expressed herein.

13.7 Entire Agreement

This Agreement, and the other Transaction Documents contain the entire agreement between the Parties with respect to the subject matter hereof, and expressly supersede and terminate all prior offers, arrangements and understandings, both written and oral, expressed or implied, with respect thereto.

13.8 Further Assurances

The Parties will execute and deliver all such further documents, do or cause to be done all such further acts and things, and give all such further assurances, as may be necessary to give full effect to the provisions and intent of this Agreement.

13.9 Enurement

This Agreement and each of the terms and provisions hereof will enure to the benefit of, and be binding upon, the Parties and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns, as applicable.

13.10 Amendment

No alteration, amendment, modification or interpretation of this Agreement or any provision of this Agreement shall be valid or binding upon the parties hereto unless such alteration, amendment, modification or interpretation is in a form executed by the Purchaser, each of the Targets and the Target Vendor.

13.11 Counterparts

This Agreement may be executed in several counterparts, each of which will be deemed to be an original, and all of which will together constitute one and the same instrument, and delivery of an executed copy of this Agreement by email transmission or other means of electronic

communication capable of producing a printed copy will be deemed to be execution and delivery of this Agreement as of the Execution Date.

[Remainder of this page left intentionally blank. Signature pages follow.]

IN WITNESS WHEREOF the Parties have duly executed this Agreement as of the Execution Date.

1202465 B.C. LTD.

Per: /signed/ "Frederick Pels"
Authorized Signatory

PATRIOT CANNABIS BRANDS INC.

Per: /signed/ "Etienne Moshevich"
Authorized Signatory

BLACKHAWK RESOURCE CORP.

Per: /signed/ "Marc Lowenstein"
Authorized Signatory

GAIA GROW CORP.

Per: /signed/ "Frederick Pels"
Authorized Signatory