

SHARE EXCHANGE AGREEMENT

THIS AGREEMENT is made effective as of February 28, 2019 (the “**Effective Date**”).

AMONG:

BLOX LABS INC., a corporation existing under the laws of the Province of British Columbia, having an office at Suite 206, 213 Sterling Road, Toronto ON M6R 2B2,

(“**BLOX**”)

AND:

BEST CANNABIS PRODUCTS INC., a corporation existing under the laws of the Province of Ontario, having an office at 7110 Torbram Road, Mississauga, ON L4T 3B5,

(“**BCP**”)

AND:

All holders of shares in BCP as set out herein at Schedule “A”
(collectively, the “**BCP Shareholders**”)

WHEREAS:

- A. The BCP Shareholders are collectively the legal and beneficial owners of all of the issued and outstanding common shares in the capital of BCP (the “**BCP Shares**”);
- B. Blox has agreed to purchase all of the outstanding BCP Shares (the “**Acquisition**”) on the terms and conditions set forth in this Agreement; and
- C. The BCP Shareholders 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) “**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 BCP 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; and
 - (v) the Real Property and Owned Equipment;
- (e) “**BCBCA**” means the *Business Corporations Act* (British Columbia), as amended from time to time;
- (f) “**BCP**” has the meaning ascribed to that term on the face page of this Agreement;
- (g) “**BCP Approvals**” means all necessary approvals and consents required to be obtained by BCP in connection with the transactions contemplated by this Agreement;
- (h) “**BCP Financial Statements**” means the audited consolidated balance sheets, statements of income, retained earnings and cash flows of BCP for the period from the date of incorporation to September 30, 2018, prepared in accordance with international financial reporting standards;
- (i) “**BCP Shareholder**” has the meaning ascribed to that term on the face page of this Agreement;
- (j) “**BCP Investigation**” has the meaning assigned to that term in Section 6.1(a);
- (k) “**BCP Nominees**” has the meaning assigned to that term in Section 7.3;
- (l) “**BCP Representatives**” has the meaning assigned to that term in Section 6.1(a);
- (m) “**BCP Shareholders**” means the parties listed as legal and beneficial shareholders of BCP on Schedule A of this Agreement;
- (n) “**BCP Shares**” has the meaning assigned to that term in Recital A;
- (o) “**BCP Subsidiaries**” means the wholly owned Subsidiaries as set out in Schedule C;
- (p) “**Blox Approvals**” means all necessary approvals and consents required to be obtained by Blox in connection with the transactions contemplated by this Agreement;
- (q) “**Blox Common Shares**” means common shares in the capital of Blox;
- (r) “**Blox Disclosure Documents**” has the meaning assigned to that term in paragraph 8 of Schedule E;

- (s) “**Blox Financial Statements**” has the meaning assigned to that term in paragraph 15 of Schedule E;
- (t) “**Blox Investigation**” has the meaning assigned to that term in Section 6.2(a);
- (u) “**Blox Nominees**” has the meaning assigned to that term in Section 7.3;
- (v) “**Blox’s Representatives**” has the meaning assigned to that term in Section 6.2(a);
- (w) “**Blox Resignations**” has the meaning assigned to that term in Section 4.2;
- (x) “**Blox Payment Shares**” means the Blox Common Shares to be issued to the BCP Shareholders under the terms and conditions of this Agreement;
- (y) “**Board and Management Requirement**” has the meaning assigned to that term in Section 4.1;
- (z) “**Books and Records**” means all books, records, files, documents and other written information relating to the Business or BCP, 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 BCP;
- (aa) “**Business**” means the cultivation, production and sale of cannabis and cannabis products;
- (bb) “**Closing**” or “**Closed**” has the meaning assigned to that term in Section 11.1;
- (cc) “**Closing Date**” has the meaning assigned to that term in Section 11.1;
- (dd) “**Communication**” has the meaning assigned to that term in Section 16.8;
- (ee) “**Drop Dead Date**” means December 31, 2019, or such other date as the parties may mutually approve in writing;
- (ff) “**Effective Date**” has the meaning ascribed to that term on the first page hereof;

- (gg) “**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;
- (hh) “**Escrow Agreement**” has the meaning assigned to that term in Section 2.4;
- (ii) “**Escrow Requirement**” has the meaning assigned to that term in Section 2.4;
- (jj) “**Escrow Shares**” has the meaning assigned to that term in Section 2.4;
- (kk) “**Exchange**” or “**CSE**” means the Canadian Securities Exchange;
- (ll) “**Exemptions**” has the meaning ascribed thereto in Section 2.8(a);
- (mm) “**Filing Statement**” means the Form 2A filing 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;
- (nn) “**Financing**” means the equity financing to be conducted by Blox, to raise aggregate gross proceeds of not less than \$5,000,000 through the issuance of Blox Common Shares at a price of \$0.05 per Blox Common Share;
- (oo) “**G&Co.**” means Galanopoulos & Company, legal counsel to Blox;
- (pp) “**Goodwill**” means the goodwill of BCP including, without limitation, all customer lists, documents, records, correspondence and other information related to the Business;
- (qq) “**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;
- (rr) “**Intangible Property**” means all right, title and interest of BCP 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;
- (ss) “**ITA**” means the *Income Tax Act* (Canada);
- (tt) “**Listing**” has the meaning assigned to that term in paragraph 3 of Schedule E;
- (uu) “**LOI**” means the letter of intent between Blox and BCP dated October 9, 2018 as amended on November 29, 2018 and on January 28, 2019;
- (vv) “**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;

- (ww) “**Name Change**” has the meaning assigned to that term in Section 5.1 ;
- (xx) “**Old Documents**” has the meaning assigned to that term in Section 11.2(a)(iii);
- (yy) “**Owned Equipment**” means all material equipment, furniture, furnishings and tools owned by BCP and used or held for use in connection with the Business and any warranties of manufacturers and maintenance in relation to the foregoing;
- (zz) “**Owens Wright**” means Owens Wright LLP, legal counsel to BCP;
- (aaa) “**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);
- (bbb) “**Personal Information**” has the meaning assigned to that term in Section 15.3;
- (ccc) “**Purchase Price**” has the meaning assigned to that term in Section 2.1;
- (ddd) “**Real Property**” means all interests in land of any kind owned, leased or rented by BCP and used or held for use in connection with the Business and any options rights and interests in relation to the foregoing;
- (eee) “**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;
- (fff) “**Representative**” has the meaning assigned to that term in Section 13.1;
- (ggg) “**Securities Act**” means the *Ontario Securities Act*, as amended and the current rules and regulations thereunder, and the blanket rulings, orders and instruments issued by the Ontario Securities Commission;
- (hhh) “**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;
- (iii) “**Securities Commissions**” means collectively the Ontario Securities Commission and such other commissions as may hold jurisdiction over the transactions contemplated herein;
- (jjj) “**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;

- (kkk) “**Subsidiary**” means a subsidiary within the meaning of Section 2(2) of the BCBCA and “**Subsidiaries**” means more than one Subsidiary;
- (lll) “**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;
- (mmm) “**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;
- (nnn) “**Time of Closing**” has the meaning assigned to that term in Section 11.1;
- (ooo) “**U.S. Person**” means a U.S. person as defined in Rule 902(k) of Regulation S under the U.S. Securities Act; and
- (ppp) “**U.S. Securities Act**” means the United States Securities Act of 1933, as amended.

1.2 Schedules:

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

Schedule	Title
A	BCP Authorized and Issued Securities
B	Blox Authorized and Issued Securities
C	Subsidiaries
D	Representations and Warranties of BCP
E	Representations and Warranties of Blox
F	Representations and Warranties of the BCP Shareholders

2. Purchase and Sale

- 2.1 Subject to the terms and conditions of this Agreement, each of the BCP Shareholders agrees to sell all of their ownership interest in and to the BCP Shares, as described in Schedule A, to Blox free and clear of all Encumbrances and Blox agrees to purchase all of the BCP Shares for an aggregate purchase price of \$11,740,000 (the “**Purchase Price**”).
- 2.2 The Purchase Price shall be satisfied by Blox issuing pro rata to the BCP Shareholders 234,800,000 Blox Payment Shares at a deemed price of \$0.05 per share on Closing as more particularly set out in Schedule B. The Parties acknowledge and agree that the fair market value of the Blox Payment Shares issued to the BCP Shareholders in exchange for the BCP Shares will be equal to the fair market value of the BCP Shares surrendered in exchange therefor, and such Blox Payment Shares represent the sole consideration received by such BCP Shareholder in exchange for the BCP Shares.

The Blox Payment Shares will be issued to the BCP Shareholders on a pro rata basis based on the number of BCP Shares owned by each BCP Shareholder immediately before Closing.

- 2.3 Any Blox Payment Shares received by certain of the BCP Shareholders who qualify as insiders, control persons or officers and directors of Blox on the Closing Date (“**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 Blox, the holders of Escrow Shares and Computershare Investor Services Inc.
- 2.4 Each BCP Shareholder, if any, who receives Escrow Shares acknowledges and agrees that his, her or its respective Blox 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 such BCP Shareholder or its designated nominees in stages based on the passage of time (the “**Escrow Requirement**”). Each BCP Shareholder acknowledges and agrees that it or its 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.
- 2.5 Blox agrees that any BCP Shareholder that wishes to jointly elect with Blox under subsection 85(1) of the ITA in respect of the Acquisition in the prescribed form and within the time as prescribed by the ITA, may do so, and the amount to be jointly elected by such BCP Shareholder and Blox may be determined by such BCP Shareholder, acting reasonably and in compliance with the provisions of the ITA, provided that such BCP Shareholder will reimburse Blox in respect of any reasonable professional fees incurred by Blox in respect of the filing of such elections.
- 2.6 Prior to the release of any of Blox’s Shares to any BCP Shareholder not resident in Canada, such BCP Shareholder not resident in Canada will provide Blox with a clearance certificate under section 116 of the ITA, or such security in lieu of the same as Blox may agree.
- 2.7 Blox does not assume and shall not be liable for any taxes under the ITA or any other taxes whatsoever which may be or become payable by BCP Shareholders including, without limiting the generality of the foregoing, any taxes resulting from or arising as a consequence of the sale by BCP Shareholders to Blox of the BCP Shares herein contemplated, and BCP Shareholders shall indemnify and save harmless Blox from and against all such taxes.
- 2.8 Each BCP Shareholder hereby acknowledges and agrees with Blox as follows:
 - (a) the transfer of the BCP Shares and the issuance of the Blox 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;
 - (b) as a consequence of acquiring the Blox Payment Shares pursuant to the Exemptions:
 - (i) the BCP Shareholder will be restricted from using certain of the civil remedies available under the Securities Laws;
 - (ii) the BCP Shareholder may not receive information that might otherwise be required to be provided to the BCP Shareholders, and Blox is relieved from certain obligations that would otherwise apply under Securities Laws if the Exemptions were not being relied upon by Blox;

- (iii) no securities commission, stock exchange or similar regulatory authority has reviewed or passed on the merits of an investment in the Blox Payment Shares;
 - (iv) there is no government or other insurance covering the Blox Payment Shares; and
 - (v) an investment in the Blox Payment Shares is speculative and of high risk;
- (c) the certificates representing the Blox Payment Shares will bear such legends as required by Securities Laws and the policies of the Exchange and it is the responsibility of the BCP Shareholder to find out what those restrictions are and to comply with them before selling the Blox Payment Shares; and
- (d) the BCP Shareholder is knowledgeable of, or has been independently advised as to, the Applicable Laws of that jurisdiction which apply to the sale of the BCP Shares and the issuance of the Blox Payment Shares and which may impose restrictions on the resale of such Blox Payment Shares in that jurisdiction and it is the responsibility of the BCP Shareholder to find out what those resale restrictions are, and to comply with them before selling the Blox Payment Shares.

3. Concurrent Financing

- 3.1 Blox will arrange for the Financing which will be completed by way of the issuance by Blox Common Shares at a price of \$0.05 per Blox Common Share.
- 3.2 The Financing shall close as soon as is practical and will be for gross proceeds of not less than \$5,000,000.
- 3.3 BCP, the BCP Shareholders and Blox shall cooperate to provide the agent for the Financing, 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 Financing.

4. Director and Officer Appointments

- 4.1 The directors and officers of Blox shall be determined on the Closing and by mutual agreement of the parties, and such persons must meet all necessary legal and regulatory requirements and are willing and able to act as a director or officer (the “**Board and Management Requirement**”) and Blox shall take all necessary steps to obtain resignations of existing directors and officers in order for the appointments to be effective on Closing.

On Closing, the board of directors of Blox shall consist of five members, four to be nominated by BCP and one to be nominated by Blox.

- 4.2 At the Closing, Blox shall deliver resignations (the “**Blox Resignations**”) of those directors and officers of Blox who are either not continuing with Blox or are continuing in a different capacity or role, such resignations to include waivers in respect of any liabilities of Blox to them in a form acceptable to BCP, acting reasonably.

5. Other Terms and Conditions

- 5.1 Blox agrees to take all necessary steps to change its name to “Sire Bioscience Inc.” or such other name as BCP and Blox may mutually agree and which is acceptable to the Exchange and the registrar of companies for British Columbia (the “**Name Change**”) to be effective on the Closing Date.
- 5.2 The board of directors of Blox shall have approved the Acquisition and shall be authorized to enter into each of the LOI and this Agreement prior to execution of this Agreement;
- 5.3 The board of directors of BCP shall have approved the Acquisition and shall be authorized to enter into each of the LOI and this Agreement prior to execution of this Agreement;
- 5.4 If applicable, the Shareholders of Blox shall have approved the Acquisition and related transactions prior to execution of this Agreement;
- 5.5 If applicable, the Shareholders of BCP shall have approved the Acquisition and related transactions prior to the execution of this Agreement; and
- 5.6 Each of Blox and BCP shall have completed their respective due diligence reviews prior to the Closing Date.

6. Covenants, Agreements and Acknowledgements

- 6.1 Blox covenants and agrees with BCP that from and including the Effective Date through to and including the Closing Date it shall:
 - (a) permit BCP, through its directors, officers, employees and authorized agents and representatives (collectively the “**BCP Representatives**”) at BCP’s own cost, full access during normal business hours to Blox’s books, records and property including, without limitation, all of the assets, material contracts and minute books of Blox, and any information relating to Blox’s directors or officers, so as to permit BCP to make such investigation (the “**BCP Investigation**”) of Blox as BCP deems necessary;
 - (b) use reasonable commercial efforts to complete the Blox Investigation within 30 days of the date that the Blox Representatives receive all required due diligence materials in order to complete the Blox Investigation;
 - (c) with the cooperation of BCP and the BCP Shareholders, 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 BCP pursuant to Section 6.2(a), which efforts will include, among other things:
 - (i) 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 BCP;
 - (ii) producing and filing with the Exchange and the applicable Securities Commissions the disclosure document for the Financing in the form required by applicable

Securities Law along with producing the applicable closing documents for the Financing; and

(iii) obtaining the Exchange's acceptance of the Financing;

and the parties acknowledge and agree that Blox will be responsible for the costs associated with the items enumerated in paragraph 6.1(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 Blox remain true and correct and not do any such act or thing that would render any representation or warranty of Blox 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 BCP and in connection with the Financing;
- (g) use reasonable commercial efforts to obtain all Blox 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 Blox 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 or the Financing;
- (n) not alter or amend its articles or by-laws;
- (o) not redeem, purchase or offer to purchase any of its common 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;

- (q) the issued and outstanding shares in the capital of Blox will not exceed 120,000,000 common shares; and
- (r) the working capital of Blox shall not be less than CDN\$300,000.

6.2 BCP covenants and agrees with Blox that from and including the Effective Date through to and including the Closing Date it shall:

- (a) permit Blox, and their authorized agents and representatives (collectively “**Blox’s Representatives**”), at Blox’s own cost, full access during normal business hours to BCP’s books, records and property including, without limitation, all of the Assets, material contracts and minute books of BCP and any information relating to BCP and the BCP Subsidiaries’ directors, officers and shareholders, so as to permit Blox’s Representatives to make such investigation (the “**Blox Investigation**”) of BCP as Blox deems necessary;
- (b) use its reasonable commercial efforts to complete the BCP Investigation within 30 days of the date that the BCP Representatives receive all required due diligence materials in order to complete the BCP Investigation;
- (c) use its reasonable commercial efforts to provide to Blox, at the request of Blox as soon as available, all such further information, documents, instruments and materials and do all such acts and things as may be required by Blox to obtain Regulatory Approval including, but not limited to, providing to Blox:
 - (i) the BCP Financial Statements in a form acceptable to the Exchange in connection with the Acquisition;
 - (ii) a comprehensive business plan;
 - (iii) a detailed cash flow forecast for the eighteen (18) month period following the Closing Date;
 - (iv) a valuation of the Assets of BCP 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 BCP and Blox that it would be beneficial to provide such valuation to the Exchange; and
 - (v) for each director, senior officer or major shareholder who will hold more than 10% of the Blox Common Shares on Closing, a fully completed and properly executed Personal Information form in the form required by the Exchange;
- (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 BCP remains true and correct and not do any such act or thing that would render any representation or warranty of BCP untrue or incorrect except as contemplated by this Agreement;
- (e) preserve and protect the Assets,
- (f) use its reasonable commercial efforts to ensure that the terms of any sale of BCP Shares by any BCP Shareholder undertaken prior to Closing be approved by Blox, acting reasonably;

- (g) 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 BCP or the BCP Subsidiaries or any interest therein or issue any shares in the capital of BCP or the BCP Subsidiaries or other securities and shall not allow BCP or the BCP 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 Blox;
- (h) use its reasonable commercial efforts to obtain all BCP Approvals, any consents and waivers and give all notices which are required prior to Closing;
- (i) 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 BCP Approvals and Regulatory Approvals under Applicable Laws and Exchange requirements to the transactions contemplated hereby;
- (j) execute and do all such further deeds, acts, things and assurances as may be reasonably required to complete the transactions contemplated herein;
- (k) not allow BCP to incur or commit to incur any additional debt out of the ordinary course of business (other than professional fees incurred with respect to this Agreement), except with the prior consent of Blox;
- (l) not allow BCP to make any material expenditures out of the ordinary course of business, other than as contemplated herein;
- (m) not allow BCP to declare or pay any dividends or distribute any of its properties or Assets to its shareholders;
- (n) not allow BCP to 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;
- (o) not allow BCP to alter or amend its articles or by-laws;
- (p) not allow BCP to 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 out of the ordinary course of business;
- (q) not allow BCP to acquire, directly or indirectly, any material assets, including but not limited to securities of other companies, other than as contemplated herein;
- (r) BCP will have no more than 50 shareholders, exclusive of shareholders who (i) are in the employment of BCP or an affiliate of BCP, or (ii) were formerly in the employment of BCP or an affiliate of BCP at the time of that employment and who while in that employment were, and have continued after that employment to be, shareholders of BCP; and
- (s) the issued and outstanding common shares of BCP will not exceed 260,000,000;

- 6.3 Each of the BCP Shareholders severally covenants and agrees with Blox that, prior to the Closing, such BCP Shareholder, as the case may be, 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 BCP Shares;
 - (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.

7. Conditions Precedent

- 7.1 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 Financing will have been completed on or prior to Closing;
 - (b) 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 Exchange, applicable securities laws and applicable corporate laws will have been obtained for the Acquisition and all other transactions contemplated by this Agreement;
 - (c) as of the Time of Closing, Blox will meet the minimum listing requirements of the Exchange;
 - (d) there will have been no material adverse change in the business, affairs, financial condition or operations of Blox between the date of the Blox Financial Statements and the Closing;
 - (e) there will have been no material adverse change in the business, affairs, financial condition or operations of BCP between the date of the BCP Financial Statements and the Closing; and
 - (f) 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.

7.2 Blox'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, Blox will have been permitted to complete the Blox Investigation to its reasonable satisfaction;
- (b) on or before the Time of Closing, BCP shall have obtained the consent of each of the BCP Shareholders;
- (c) the board of directors of BCP will have approved the transfer of the BCP Shares to Blox;
- (d) Blox, acting reasonably, shall have approved the terms of any sale of BCP Shares undertaken prior to the Closing;
- (e) on or before the Time of Closing, Blox will have been permitted to complete its review of the financial condition, business, properties, title, assets and affairs of BCP and the title of the BCP Shares to its reasonable satisfaction;
- (f) there shall be no dilutive (options, warrants, convertible debentures, convertible notes) securities of BCP outstanding, except those discussed or agreed to in writing between the parties;
- (g) BCP shall have no other Encumbrances on its Assets or incurred any other liabilities other than as set out in the representations and warranties of BCP contained in Schedule D, which representations and warranties will be true and correct in all material respects at and as of the Closing;
- (h) the representation and warranties of the BCP Shareholders contained in Schedule F will be true and correct in all material respects at and as of the Closing;
- (i) all covenants, agreements and obligations hereunder on the part of BCP and the BCP Shareholders 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;
- (j) on Closing, BCP and the BCP Shareholders will have delivered to Blox the documents required to be delivered by them pursuant to Section 11.2;
- (k) BCP shall have completed and delivered a valuation of the Assets of BCP 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 BCP and Blox that it would be beneficially to provide such valuation to the Exchange;
- (l) BCP shall have completed and delivered the BCP Financial Statements; and
- (m) 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 BCP or the BCP Subsidiaries.

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

7.3 BCP, and the BCP Shareholders' 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, BCP will have been permitted to complete the BCP Investigation to its reasonable satisfaction;
- (b) the board of directors of Blox will have approved the transactions contemplated herein;
- (c) on Closing, the board of directors of Blox shall have been reconstituted to consist of four nominees of BCP (the "**BCP Nominees**") and one nominee of Blox (the "**Blox Nominees**");
- (d) Blox 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, the Financing and any other transaction contemplated hereby;
- (e) the representations and warranties of Blox contained in Schedule E will be true and correct in all material respects at and as of the Closing;
- (f) all covenants, agreements and obligations hereunder on the part of Blox 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;
- (g) on Closing, Blox will have delivered to BCP the documents required to be delivered by them pursuant to Section 11.3; and
- (h) 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 Blox.

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

8. BCP Representations and Warranties

- 8.1 In order to induce Blox to enter into this Agreement and complete its obligations hereunder, BCP makes the representations and warranties to Blox set forth in Schedule D.
- 8.2 The representations and warranties of BCP 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.
- 8.3 The representations and warranties of BCP contained in Schedule D (including any representations and warranties incorporated therein by reference) shall not survive the Closing.

9. Blox Representations and Warranties

- 9.1 In order to induce BCP and the BCP Shareholders to enter into this Agreement and complete their respective obligations hereunder, Blox makes the representations and warranties to BCP and the BCP Shareholders contained in Schedule E.
- 9.2 The representations and warranties of Blox 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.
- 9.3 The representations and warranties of Blox contained in Schedule E (including any representations and warranties incorporated therein by reference) shall not survive the Closing.

10. BCP Shareholders' Representations, Warranties and Acknowledgments

- 10.1 In order to induce Blox to enter into this Agreement and complete its obligations hereunder, each of the BCP Shareholders severally makes the representations and warranties to Blox set forth in Schedule F.
- 10.2 The representations and warranties of the BCP Shareholders 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.
- 10.3 The representations and warranties of each BCP Shareholder contained in Schedule F (including any representations and warranties incorporated therein by reference) shall not survive the Closing.

11. Closing

- 11.1 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 Owen Wright, at 11:00 a.m. (Toronto 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 7, 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, any one or more of Blox, BCP or the BCP Shareholders 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.
- 11.2 At the Time of Closing on the Closing Date, BCP and the BCP Shareholders shall deliver to Blox the following Closing documents:
- (a) certified true copies of any corporate authorizations which are necessary in order to authorize and approve this Agreement, BCP’s and the BCP Shareholders’ execution and delivery hereof and all of the transactions of BCP contemplated hereunder, which authorization shall include specific reference to:
 - (i) the sale and transfer of all beneficial ownership in and to the BCP Shares from the BCP Shareholders to Blox as provided for in this Agreement;
 - (ii) the transfer of all legal title of the BCP Shares from the BCP Shareholders to Blox or their 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 BCP Shares;
- (b) the Old Documents;
- (c) duly executed copies of the Escrow Agreement signed by all Principals (as that term is defined in the policies of the Exchange) of BCP;
- (d) a certificate of an officer of BCP certifying that (i) all of BCP’s representations and warranties are true as of Closing, (ii) all of BCP’s covenants have been performed, and (iii) all of the conditions for the benefit of the BCP have been complied with or waived;
- (e) a certificate from each of the BCP Shareholders certifying that (i) all of the BCP Shareholders’ representations and warranties are true as of Closing, (ii) all of the BCP Shareholders’ covenants have been performed, and (iii) all of the conditions for the benefit of the BCP Shareholders have been complied with or waived;
- (f) a certificate of an officer of BCP to certify that BCP has no other Encumbrances on its Assets or incurred any other liabilities other than as disclosed in writing by BCP or as disclosed in the BCP Financial Statements;
- (g) if BCP and Blox 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 BCP; and
- (h) if BCP and Blox 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 Blox, acting reasonably, required to be delivered by the BCP Shareholders, and by BCP in order for them to have met their obligations under this Agreement.

11.3 At the Time of Closing on the Closing Date, Blox shall deliver to BCP the following:

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

- (b) certificates representing Blox Payment Shares issued on Closing which are not subject to the Escrow Requirement, registered in the names of or as directed by the BCP Shareholders as provided for in Section 2.2 of this Agreement;
- (c) evidence that Regulatory Approval has been obtained for the Acquisition and Financing;
- (d) the Blox Resignations;
- (e) a certificate of an officer of Blox 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 Blox have been complied with or waived;
- (f) the Escrow Agreement executed by Blox;
- (g) if BCP and Blox 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 Blox; and
- (h) if BCP and Blox 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 BCP, acting reasonably, required to be delivered by Blox in order for Blox to have met its obligations under this Agreement.

11.4 The items tabled at Closing pursuant to Sections 11.2 and 11.3 shall be held in escrow until all of such items have been tabled and Blox and the Representative 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 11.4 shall be returned to such party.

12. Termination

12.1 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 7 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 BCP and Blox in writing, and one of the parties hereto has provided a written termination notice to the other parties hereto pursuant to Section 16.8.

13. Power of Attorney

- 13.1 BCP and each BCP Shareholder hereby irrevocably nominates, constitutes and appoints Brian Polla, a BCP Shareholder, as his, her or its agent and attorney-in-fact (the “**Representative**”) to act on his, her or its behalf with full power and authority in his, her or its name, place and stead to:
- (a) deliver all certificates, documents and agreements representing the BCP Shares to Blox;
 - (b) execute and deliver a stock power or agreement to transfer the BCP Shares to Blox;
 - (c) execute and deliver all such further documents and instruments including, without limitation the Escrow Agreement and do all such acts and things as any party may, either before or after the Time of Closing of this Agreement, reasonably require of the other in order that the full intent and meaning of this Agreement is carried out;
 - (d) give and receive Communications; and
 - (e) take all actions necessary or appropriate in the judgment of the Representative for the accomplishment of the foregoing, including without limitation the right to resolve any disagreements or disputes, and to exercise such rights, power and authority as are incidental thereto;

and this power of attorney shall terminate upon the termination of this Agreement.

- 13.2 In the event that the Representative is unavailable to act as Representative, or becomes incapable (through death or legal incapacity) of acting as Representative, then such person as is then designated by a majority of the members of BCP’s board of directors, as then constituted, is authorized and directed to take such action on behalf of BCP and each BCP Shareholder and to exercise such rights, power and authority as are authorized, delegated and granted to the Representative under this Agreement.
- 13.3 BCP and each BCP Shareholder agrees to be bound by the actions taken by the Representative pursuant to this power of attorney in accordance with the terms hereof and hereby waives any and all defences which may be available to BCP and each BCP Shareholder to contest, negate or disaffirm the action of the Representative taken under this power of attorney.
- 13.4 The Representative and BCP, its directors, officers, employees, advisors and agents, shall not be liable for any act done or omitted hereunder as attorney for BCP and each BCP Shareholder. BCP and each BCP Shareholder indemnifies the Representative and holds him harmless against any loss, liability or expense arising out of, or in connection with, any actions taken pursuant to this power of attorney.

14. Independent Legal Advice

- 14.1 **EACH OF THE PARTIES TO THIS AGREEMENT ACKNOWLEDGES AND AGREES THAT G&CO. HAS ACTED AS COUNSEL ONLY TO BLOX AND THAT G&CO. IS NOT PROTECTING THE RIGHTS AND INTERESTS OF BCP OR THE BCP SHAREHOLDERS. BLOX, BCP, AND THE BCP SHAREHOLDERS ACKNOWLEDGE AND AGREE THAT BLOX, BCP, AND G&CO. HAVE GIVEN THEM THE OPPORTUNITY TO SEEK INDEPENDENT LEGAL ADVICE WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT AND, FURTHER, THE BCP**

SHAREHOLDERS HEREBY REPRESENT AND WARRANT TO BLOX, BCP, AND G&CO. THAT THEY HAVE SOUGHT INDEPENDENT LEGAL ADVICE OR WAIVE SUCH ADVICE.

- 14.2 **EACH OF THE PARTIES TO THIS AGREEMENT ACKNOWLEDGES AND AGREES THAT OWENS WRIGHT HAS ACTED AS COUNSEL ONLY TO BCP AND THAT OWENS WRIGHT IS NOT PROTECTING THE RIGHTS AND INTERESTS OF BLOX OR THE BCP SHAREHOLDERS. BLOX, BCP, AND THE BCP SHAREHOLDERS ACKNOWLEDGE AND AGREE THAT BLOX, BCP, AND OWENS WRIGHT HAVE GIVEN THEM THE OPPORTUNITY TO SEEK INDEPENDENT LEGAL ADVICE WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT AND, FURTHER, THE BCP SHAREHOLDERS HEREBY REPRESENT AND WARRANT TO BLOX, BCP, AND OWENS WRIGHT THAT THEY HAVE SOUGHT INDEPENDENT LEGAL ADVICE OR WAIVE SUCH ADVICE.**

15. Personal Information

- 15.1 Each BCP Shareholder acknowledges and consents to: (i) the disclosure by Blox and BCP of Personal Information (hereinafter defined) concerning the BCP Shareholder 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 BCP Shareholder , as the case may be;
 - (c) to consider the suitability of the BCP Shareholder, as the case may be, as a holder of securities of Blox;
 - (d) to consider the eligibility of Blox to maintain the Listing;
 - (e) to provide disclosure to market participants as the security holdings of Blox’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 Blox;
 - (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 Each BCP Shareholder also acknowledges 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 Personal Information and provide other administrative services, and may share the Personal Information with such providers.

- 15.3 Herein, "**Personal Information**" means any information about a BCP Shareholder required to be disclosed to any Government Authority, whether pursuant to a prescribed form or pursuant to a request made by a Government Authority.
- 15.4 Each BCP Shareholder acknowledges and consents to: (i) the fact that Blox is collecting its Personal Information for the purpose of completing this Agreement; (ii) Blox retaining such Personal Information for as long as permitted or required by law or business practices; (iii) the fact that Blox 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 BCP Shareholder in this Agreement.

16. General

- 16.1 Neither Blox nor BCP 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 Blox may make a press release or filing with a regulatory authority if counsel for Blox advises that such press release or filing is necessary under applicable securities laws or the rules and policies of the Exchange, provided that Blox will provide BCP 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 legal, accounting, tax, financial and business advice, among others, finder's fees and any personal or corporate sales taxes, income taxes and capital gains.
- 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 BCP or the BCP Shareholders:

Best Cannabis Products Inc.
7110 Torbram Road
Mississauga, ON L4T 4B5

Attention: Brian Polla
Email: brian@kenex.ca

To Blox:

Blox Labs Inc.
Suite 206, 213 Sterling Road
Toronto, ON M6R 2B2

Attention: Jeff Zanini
Fax: (416) 262-0871
Email: jeff@blox.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. Each of the BCP Shareholders hereby appoints the Representative as its nominee for the purpose of receiving a Communication from Blox pursuant to this Agreement.

- 16.9 This Agreement may not be assigned by any party hereto without the prior written consent of Blox and the Representative (on behalf of all BCP Shareholders).
- 16.10 This Agreement shall be subject to, governed by, and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein, and the parties hereby agree to attorn to the non-exclusive jurisdiction of the Courts of British Columbia 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 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 deemed to mean lawful money of Canada and all amounts to be calculated or paid pursuant to this Agreement are to be calculated in lawful money of Canada and to be paid by certified cheque or bank draft drawn on a Canadian chartered bank payable at par in Toronto, Ontario.
- 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/pdf-email 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.

BEST CANNABIS PRODUCTS INC.

BLOX LABS INC.

Per:

Signed "Brian Polla"

Per:

Signed "Jeff Zanini"

Brian Polla,
Authorized Signatory

Jeff Zanini,
Authorized Signatory

SIGNED, SEALED & DELIVERED by)
DAVE BARD in the presence of:)
Witnessed "Andrea Marczenko")
_____))
Signature of Witness)
Name of Witness: _____))
Address of Witness: _____))
_____))
Occupation of Witness: _____))

Signed "David Bard"

DAVE BARD

SIGNED, SEALED & DELIVERED by)
ADRIAN BURKE in the presence of:)
Witnessed "Lianne Jankovic")
_____))
Signature of Witness)
Name of Witness: _____))
Address of Witness: _____))
_____))
Occupation of Witness: _____))

Signed "Adrian Burke"

ADRIAN BURKE

SIGNED, SEALED & DELIVERED by)
CATHERINE CARNE in the presence of:)

Witnessed "Brian Polla")

_____))
Signature of Witness)

Name of Witness: _____))

Address of Witness: _____))

_____))
Occupation of Witness: _____))

Signed "Catherine Carne"

_____))
CATHERINE CARNE

SIGNED, SEALED & DELIVERED by)
ALEKSA CENIC in the presence of:)

Witnessed "Jelena Cenic")

_____))
Signature of Witness)

Name of Witness: _____))

Address of Witness: _____))

_____))
Occupation of Witness: _____))

Signed "Aleksa Cenic"

_____))
ALEKSA CENIC

SIGNED, SEALED & DELIVERED by)
ANDREW COWBURN in the presence of:)

Witnessed "Aidan Cowburn")

_____))
Signature of Witness)

Name of Witness: _____))

Address of Witness: _____))

_____))
Occupation of Witness: _____))

Signed "Andrew Cowburn"

_____))
ANDREW COWBURN

SIGNED, SEALED & DELIVERED by)
MARK DEL DEGAN in the presence of:)

Witnessed "Carolina Fusto")

_____))
Signature of Witness)

Name of Witness: _____))

Address of Witness: _____))

_____))
Occupation of Witness: _____))

Signed "Mark Del Degan"

MARK DEL DEGAN

SIGNED, SEALED & DELIVERED by)
SUSAN FENNELL in the presence of:)

Witnessed "Lianne Jankovic")

_____))
Signature of Witness)

Name of Witness: _____))

Address of Witness: _____))

_____))
Occupation of Witness: _____))

Signed "Susan Fennell"

SUSAN FENNELL

SIGNED, SEALED & DELIVERED by)
JONATHAN GILLINGHAM in the presence of:)

Witnessed "John Green")

_____))
Signature of Witness)

Name of Witness: _____))

Address of Witness: _____))

_____))
Occupation of Witness: _____))

Signed "Jonathan Gillingham"

JONATHAN GILLINGHAM

SIGNED, SEALED & DELIVERED by)
DAVID GRESZCZYSYN in the presence of:)
Witnessed "Lianne Jankovic")
_____))
Signature of Witness)
Name of Witness: _____))
Address of Witness: _____))
_____))
Occupation of Witness: _____))

Signed "David Greszczysyn"

DAVID GRESZCZYSYN

SIGNED, SEALED & DELIVERED by)
ANGELA HAULER in the presence of:)
Witnessed "Brian Polla")
_____))
Signature of Witness)
Name of Witness: _____))
Address of Witness: _____))
_____))
Occupation of Witness: _____))

Signed "Angela Hauler"

ANGELA HAULER

SIGNED, SEALED & DELIVERED by)
CHRIS HORNUNG in the presence of:)
Witnessed "Brian Polla")
_____))
Signature of Witness)
Name of Witness: _____))
Address of Witness: _____))
_____))
Occupation of Witness: _____))

Signed "Chris Hornung"

CHRIS HORNUNG

SIGNED, SEALED & DELIVERED by)
ADAM HORNUNG in the presence of:)

Witnessed "Brian Polla")

_____))
Signature of Witness)

Name of Witness: _____))

Address of Witness: _____))

_____))
Occupation of Witness: _____))

Signed "Adam Hornung"

ADAM HORNUNG

SIGNED, SEALED & DELIVERED by)
ERIC HORNUNG in the presence of:)

Witnessed "Brian Polla")

_____))
Signature of Witness)

Name of Witness: _____))

Address of Witness: _____))

_____))
Occupation of Witness: _____))

Signed "Eric Hornung"

ERIC HORNUNG

SIGNED, SEALED & DELIVERED by)
MIKE HORNUNG in the presence of:)

Witnessed "Brian Polla")

_____))
Signature of Witness)

Name of Witness: _____))

Address of Witness: _____))

_____))
Occupation of Witness: _____))

Signed "Mike Hornung"

MIKE HORNUNG

SIGNED, SEALED & DELIVERED by)
LIANNE JANKOVIC in the presence of:)
Witnessed "Brian Polla")
_____))
Signature of Witness)
Name of Witness: _____))
Address of Witness: _____))
_____))
Occupation of Witness: _____))

Signed "Lianne Jankovic"

LIANNE JANKOVIC

SIGNED, SEALED & DELIVERED by)
JOSHUA JONES in the presence of:)
Witnessed "Brian Polla")
_____))
Signature of Witness)
Name of Witness: _____))
Address of Witness: _____))
_____))
Occupation of Witness: _____))

Signed "Joshua Jones"

JOSHUA JONES

SIGNED, SEALED & DELIVERED by)
IVICA JUKICA in the presence of:)
Witnessed "Brian Polla")
_____))
Signature of Witness)
Name of Witness: _____))
Address of Witness: _____))
_____))
Occupation of Witness: _____))

Signed "Ivica Jukica"

IVICA JUKICA

SIGNED, SEALED & DELIVERED by)
CHRIS KARGEL in the presence of:)
Witnessed "Tina Kargel")
_____))
Signature of Witness)
Name of Witness: _____))
Address of Witness: _____))
_____))
Occupation of Witness: _____))

Signed "Chris Kargel"

CHRIS KARGEL

SIGNED, SEALED & DELIVERED by)
MICHAEL KELLY in the presence of:)
Witnessed "Krystle Kelly")
_____))
Signature of Witness)
Name of Witness: _____))
Address of Witness: _____))
_____))
Occupation of Witness: _____))

Signed "Michael Kelly"

MICHAEL KELLY

SIGNED, SEALED & DELIVERED by)
GORDON KLEIN in the presence of:)
Witnessed "Tricia Bates")
_____))
Signature of Witness)
Name of Witness: _____))
Address of Witness: _____))
_____))
Occupation of Witness: _____))

Signed "Gordon Klein"

GORDON KLEIN

SIGNED, SEALED & DELIVERED by)
JACEK KUKLINSKI in the presence of:)

Witnessed "Brian Polla")

_____))
Signature of Witness)

Name of Witness: _____))

Address of Witness: _____))

_____))
Occupation of Witness: _____))

Signed "Jacek Kuklinski"

_____))
JACEK KUKLINSKI

SIGNED, SEALED & DELIVERED by)
KRZYSZTOF KUKLINSKI in the presence of:)

Witnessed "Jacek Kuklinski")

_____))
Signature of Witness)

Name of Witness: _____))

Address of Witness: _____))

_____))
Occupation of Witness: _____))

Signed "Krzysztof Kuklinski"

_____))
KRZYSZTOF KUKLINSKI

SIGNED, SEALED & DELIVERED by)
BERNARD LI in the presence of:)

Witnessed "Lianne Jankovic")

_____))
Signature of Witness)

Name of Witness: _____))

Address of Witness: _____))

_____))
Occupation of Witness: _____))

Signed "Bernard Li"

_____))
BERNARD LI

SIGNED, SEALED & DELIVERED by)
IAN MACINNIS in the presence of:)
Witnessed "Lianne Jankovic")
_____))
Signature of Witness)
Name of Witness: _____))
Address of Witness: _____))
_____))
Occupation of Witness: _____))

Signed "Ian MacInnis"

IAN MACINNIS

SIGNED, SEALED & DELIVERED by)
ANDREA MARCZENKO in the presence of:)
Witnessed "Dave Bard")
_____))
Signature of Witness)
Name of Witness: _____))
Address of Witness: _____))
_____))
Occupation of Witness: _____))

Signed "Andrea Marczenko"

ANDREA MARCZENKO

SIGNED, SEALED & DELIVERED by)
CHRIS MCCAMMON in the presence of:)
Witnessed "Lianne Jankovic")
_____))
Signature of Witness)
Name of Witness: _____))
Address of Witness: _____))
_____))
Occupation of Witness: _____))

Signed "Chris McCammon"

CHRIS MCCAMMON

SIGNED, SEALED & DELIVERED by)
COLIN MCILVEEN in the presence of:)
Witnessed "Lianne Jankovic")
_____))
Signature of Witness)
Name of Witness: _____))
Address of Witness: _____))
_____))
Occupation of Witness: _____))

Signed "Colin McIlveen"

COLIN MCILVEEN

SIGNED, SEALED & DELIVERED by)
BRETT NATTRASS in the presence of:)
Witnessed "Alexander Stephen")
_____))
Signature of Witness)
Name of Witness: _____))
Address of Witness: _____))
_____))
Occupation of Witness: _____))

Signed "Brett Nattrass"

BRETT NATTRASS

SIGNED, SEALED & DELIVERED by)
SUSAN OLIVER in the presence of:)
Witnessed "Catherine Taylor")
_____))
Signature of Witness)
Name of Witness: _____))
Address of Witness: _____))
_____))
Occupation of Witness: _____))

Signed "Susan Oliver"

SUSAN OLIVER

SIGNED, SEALED & DELIVERED by)
KEVIN POLLA in the presence of:)
Witnessed "Michael Polla")
_____))
Signature of Witness)
Name of Witness: _____))
Address of Witness: _____))
_____))
Occupation of Witness: _____))

Signed "Kevin Polla"

KEVIN POLLA

SIGNED, SEALED & DELIVERED by)
BRIAN POLLA in the presence of:)
Witnessed "Lianne Jankovic")
_____))
Signature of Witness)
Name of Witness: _____))
Address of Witness: _____))
_____))
Occupation of Witness: _____))

Signed "Brian Polla"

BRIAN POLLA

SIGNED, SEALED & DELIVERED by)
MARCO POLIDORI in the presence of:)
Witnessed "Carla Polidori")
_____))
Signature of Witness)
Name of Witness: _____))
Address of Witness: _____))
_____))
Occupation of Witness: _____))

Signed "Marco Polidori"

MARCO POLIDORI

SIGNED, SEALED & DELIVERED by)
CHRIS POTOCZNY in the presence of:)
Witnessed "Lianne Jankovic")
_____))
Signature of Witness)
Name of Witness: _____))
Address of Witness: _____))
_____))
Occupation of Witness: _____))

Signed "Chris Potoczny"

CHRIS POTOCZNY

SIGNED, SEALED & DELIVERED by)
ONOFRIO RAGO in the presence of:)
Witnessed "Lianne Jankovic")
_____))
Signature of Witness)
Name of Witness: _____))
Address of Witness: _____))
_____))
Occupation of Witness: _____))

Signed "Onofrio Rago"

ONOFRIO RAGO

SIGNED, SEALED & DELIVERED by)
CAM ROBERTS in the presence of:)
Witnessed "Tim Stevenson")
_____))
Signature of Witness)
Name of Witness: _____))
Address of Witness: _____))
_____))
Occupation of Witness: _____))

Signed "Cam Roberts"

CAM ROBERTS

SIGNED, SEALED & DELIVERED by)
JESSE SPARKS in the presence of:)

Witnessed "Derek Scales")

_____))
Signature of Witness)

Name of Witness: _____))

Address of Witness: _____))

_____))
Occupation of Witness: _____))

Signed "Jesse Sparks"

JESSE SPARKS

SIGNED, SEALED & DELIVERED by)
JEFFREY STREET in the presence of:)

Witnessed "Dillon Correia")

_____))
Signature of Witness)

Name of Witness: _____))

Address of Witness: _____))

_____))
Occupation of Witness: _____))

Signed "Jeffrey Street"

JEFFREY STREET

SIGNED, SEALED & DELIVERED by)
KATHERINE TANG in the presence of:)

Witnessed "Brian Polla")

_____))
Signature of Witness)

Name of Witness: _____))

Address of Witness: _____))

_____))
Occupation of Witness: _____))

Signed "Katherine Tang"

KATHERINE TANG

SIGNED, SEALED & DELIVERED by)
CHERYL TOMAS in the presence of:)

Witnessed "Dillon Correia")

_____)
Signature of Witness)

Name of Witness: _____))

Address of Witness: _____))

_____)
Occupation of Witness: _____))

Signed "Cheryl Tomas"

CHERYL TOMAS

SIGNED, SEALED & DELIVERED by)
HEATHER TRAVIS in the presence of:)

Witnessed "Dillon Correia")

_____)
Signature of Witness)

Name of Witness: _____))

Address of Witness: _____))

_____)
Occupation of Witness: _____))

Signed "Heather Travis"

HEATHER TRAVIS

SIGNED, SEALED & DELIVERED by)
NUNO AFONSO in the presence of:)

Witnessed "Dillon Correia")

_____)
Signature of Witness)

Name of Witness: _____))

Address of Witness: _____))

_____)
Occupation of Witness: _____))

Signed "Nuno Afonso"

NUNO AFONSO

SIGNED, SEALED & DELIVERED by)
ADRIAN WOOLLEY in the presence of:)
Witnessed "Lianne Jankovic")
_____))
Signature of Witness)
Name of Witness: _____))
Address of Witness: _____))
_____))
Occupation of Witness: _____))

Signed "Adrian Woolley"

ADRIAN WOOLLEY

SIGNED, SEALED & DELIVERED by)
BRIAN NUGENT in the presence of:)
Witnessed "Brian Polla")
_____))
Signature of Witness)
Name of Witness: _____))
Address of Witness: _____))
_____))
Occupation of Witness: _____))

Signed "Brian Nugent"

BRIAN NUGENT

SIGNED, SEALED & DELIVERED by)
RYAN NOBBS in the presence of:)
Witnessed "Joan Lester")
_____))
Signature of Witness)
Name of Witness: _____))
Address of Witness: _____))
_____))
Occupation of Witness: _____))

Signed "Ryan Nobbs"

RYAN NOBBS

HAVANA HOLDINGS CO. S.A.S.

Per:

Signed "Hugo Martinez"

Name: Hugo Martinez,
Authorized Signatory

MILE END CREATIVE INC.

Per:

Signed "Marianne Musi"

Name: Marianne Musi,
Authorized Signatory

1190539 B.C. LTD.

Per:

Signed "Greg Karamanian"

Name: Greg Karamanian,
Authorized Signatory

1487697 ONTARIO INC.

Per:

Signed "Zoltan Hankai"

Name: Zoltan Hankai,
Authorized Signatory

1547001 ONTARIO INC.

Per:

Signed "Bob MacPherson"

Name: Bob MacPherson,
Authorized Signatory

1857115 ONTARIO INC.

Per:

Signed "Walter Varvaet"

Name: Walter Varvaet,
Authorized Signatory

THE GUARINO FAMILY TRUST

Per:

Signed "Robert Guarino"

Name: Robert Guarino,
Authorized Signatory

SIGNED, SEALED & DELIVERED by)
TIMOTHY STEVENSON in the presence of:)
Witnessed "Cam Roberts")
_____))
Signature of Witness)
Name of Witness: _____))
Address of Witness: _____))
_____))
Occupation of Witness: _____))
_____)

Signed "Timothy Stevenson"

TIMOTHY STEVENSON

SIGNED, SEALED & DELIVERED by (print name)
of investor): **TAYLOR BEECH** in the presence of:)
Witnessed "Lianne Jankovic")
_____))
Signature of Witness)
Name of Witness: _____))
Address of Witness: _____))
_____))
Occupation of Witness: _____))
_____)

Signed "Taylor Beech"

TAYLOR BEECH

SIGNED, SEALED & DELIVERED by (print name)
of investor): **SANDRA CAIN** in the presence of:)
Witnessed "Lianne Jankovic")
_____))
Signature of Witness)
Name of Witness: _____))
Address of Witness: _____))
_____))
Occupation of Witness: _____))
_____)

Signed "Sandra Cain"

SANDRA CAIN

SIGNED, SEALED & DELIVERED by (print name)
of investor): **THOMAS JENKINS** in the presence)
of:)

Witnessed "Lianne Jankovic")

Signature of Witness)

Name of Witness: _____)

Address of Witness: _____)

Occupation of Witness: _____)

Signed "Thomas Jenkins")

THOMAS JENKINS)

SIGNED, SEALED & DELIVERED by (print name)
of investor): **AARON ZUCCALA** in the presence)
of:)

Witnessed "Lianne Jankovic")

Signature of Witness)

Name of Witness: _____)

Address of Witness: _____)

Occupation of Witness: _____)

Signed "Aaron Zuccala")

AARON ZUCCALA)

SIGNED, SEALED & DELIVERED by (print name)
of investor): **ANDREW LONG** in the presence of:)

Witnessed "Dillon Correia")

Signature of Witness)

Name of Witness: _____)

Address of Witness: _____)

Occupation of Witness: _____)

Signed "Andrew Long")

ANDREW LONG)

SIGNED, SEALED & DELIVERED by (print name)
of investor): **RYAN POLLARD** in the presence of:)
Witnessed "Dillon Correia")
_____))
Signature of Witness)
_____))
Name of Witness: _____))
Address of Witness: _____))
_____))
Occupation of Witness: _____))
_____)

Signed "Ryan Pollard"

RYAN POLLARD

SIGNED, SEALED & DELIVERED by (print name)
of investor): **MATTHEW PIACAMPO** in the
presence of:)
Witnessed "Dillon Correia")
_____))
Signature of Witness)
_____))
Name of Witness: _____))
Address of Witness: _____))
_____))
Occupation of Witness: _____))
_____)

Signed "Matthew Piacampo"

MATTHEW PIACAMPO

**AGRAFLOA ORGANICS INTERNATIONAL
INC.**

Per:
Signed "Derek Ivany"

Name: Derek Ivany,
Authorized Signatory

185279 ONTARIO INC.

Per:

Signed "Brian Polla"

Name: Brian Polla,

Authorized Signatory

**SCHEDULE A TO THE AGREEMENT
MADE AMONG BCP, THE BCP SHAREHOLDERS
AND BLOX**

Authorized Share Capital and Issued Securities of BCP

Class and Total Number Authorized	Total Number Issued
An unlimited number of Common Shares	234,800,000
An unlimited number of preferred shares	0

Registered and Beneficial Ownership of Issued Securities of BCP

Registered and Beneficial Shareholder	Number of BCP Shares Beneficially Owned
Brian Polla	23,000,000
Adrian Burke	19,000,000
Chris Hornung	15,000,000
Adam Hornung	6,000,000
Eric Hornung	6,000,000
Mike Hornung	6,000,000
Havana Holdings Co. S.A.S.	12,000,000
Mile End Creative Inc.	5,000,000
1190539 B.C. Ltd.	5,000,000
Lianne Jankovic	1,400,000
Bernard Li	6,000,000
Susan Oliver	21,000,000
1875279 Ontario Inc.	19,000,000
Kevin Polla	5,400,000
Heather Travis	3,650,000
Guarino Family Trust	2,200,000
Adrian Woolley	5,300,000
Brian Nugent	11,000,000
Dave Bard	625,000
Catherine Carne	1,000,000
Aleksa Cenic	1,250,000
Andrew Cowburn	1,250,000
Mark Del Degan	1,250,000
Susan Fennell	1,250,000
Jonathan Gillingham	1,850,000

Registered and Beneficial Shareholder	Number of BCP Shares Beneficially Owned
David Greszczysyn	1,250,000
1487697 Ontario Inc.	2,500,000
Angela Hauler	1,250,000
Joshua Jones	1,250,000
Ivica Jukica	1,250,000
Chris Kargel	500,000
Michael Kelly	4,000,000
Gordon Klein	1,750,000
Jacek Kuklinski	4,000,000
Krzysztof Kuklinski	1,250,000
Ian MacInnis	3,500,000
1547001 Ontario Inc.	2,500,000
Andrea Marczenko	625,000
Chris McCammon	1,250,000
Colin McIlveen	3,250,000
Brett Natrass	1,250,000
Marco Polidori	3,750,000
Chris Potoczny	1,250,000
Cam Roberts	500,000
Jesse Sparks	1,250,000
Jeffrey Street	1,250,000
Katherine Tang	1,100,000
Cheryl Tomas	1,250,000
1857115 Ontario Inc.	1,250,000
Nuno Afonso	1,250,000
Timothy Stevenson	1,250,000
Ryan Nobbs	250,000
Onofrio Rago	2,250,000
Sandra Cain	400,000
Aaron Zuccala	100,000
Thomas Jenkins	200,000
AgraFlora Organics International Inc.	4,600,000
Matthew Piacampo	400,000
Ryan Pollard	200,000
Taylor Beech	200,000
Andrew Long	300,000
TOTAL	234,800,000

**SCHEDULE B TO THE AGREEMENT
MADE AMONG BCP, THE BCP SHAREHOLDERS
AND BLOX**

Blox Authorized Share Capital and Issued Securities

Blox has one class of share capital, being common shares without par value, of which 117,423,997 are issued and outstanding as of the date of this Agreement.

As of the date of this Agreement, Blox has 22,647,000 share purchase warrants outstanding as follows:

Number	Exercise Price	Expiry Date
20,397,000	\$0.03	November 27, 2019
2,250,000	\$0.17	October 9, 2020

As of the date of this Agreement, Blox has 11,380,000 stock options outstanding as follows:

Number	Exercise Price	Expiry Date
7,290,000	\$0.04	May 25, 2023
4,090,000	\$0.06	October 16, 2023

Blox Payment Shares to be issued on Closing

Registered and Beneficial Shareholder	Number of BCP Shares Beneficially Owned
Brian Polla	23,000,000
Adrian Burke	19,000,000
Chris Hornung	15,000,000
Adam Hornung	6,000,000
Eric Hornung	6,000,000
Mike Hornung	6,000,000
Havana Holdings Co. S.A.S.	12,000,000
Mile End Creative Inc.	5,000,000
1190539 B.C. Ltd.	5,000,000
Lianne Jankovic	1,400,000
Bernard Li	6,000,000
Susan Oliver	21,000,000
1875279 Ontario Inc.	19,000,000
Kevin Polla	5,400,000
Heather Travis	3,650,000
Guarino Family Trust	2,200,000
Adrian Woolley	5,300,000
Brian Nugent	11,000,000
Dave Bard	625,000
Catherine Carne	1,000,000
Aleksa Cenic	1,250,000
Andrew Cowburn	1,250,000
Mark Del Degan	1,250,000
Susan Fennell	1,250,000
Jonathan Gillingham	1,850,000
David Greszczysyn	1,250,000
1487697 Ontario Inc.	2,500,000
Angela Hauler	1,250,000
Joshua Jones	1,250,000
Ivica Jukica	1,250,000
Chris Kargel	500,000
Michael Kelly	4,000,000
Gordon Klein	1,750,000
Jacek Kuklinski	4,000,000
Krzysztof Kuklinski	1,250,000
Ian MacInnis	3,500,000

Registered and Beneficial Shareholder	Number of BCP Shares Beneficially Owned
1547001 Ontario Inc.	2,500,000
Andrea Marczenko	625,000
Chris McCammon	1,250,000
Colin McIlveen	3,250,000
Brett Natrass	1,250,000
Marco Polidori	3,750,000
Chris Potoczny	1,250,000
Cam Roberts	500,000
Jesse Sparks	1,250,000
Jeffrey Street	1,250,000
Katherine Tang	1,100,000
Cheryl Tomas	1,250,000
1857115 Ontario Inc.	1,250,000
Nuno Afonso	1,250,000
Timothy Stevenson	1,250,000
Ryan Nobbs	250,000
Onofrio Rago	2,250,000
Sandra Cain	400,000
Aaron Zuccala	100,000
Thomas Jenkins	200,000
AgraFlora Organics International Inc.	4,600,000
Matthew Piacampo	400,000
Ryan Pollard	200,000
Taylor Beech	200,000
Andrew Long	300,000
TOTAL	234,800,000

**SCHEDULE C TO THE AGREEMENT
MADE AMONG BCP, THE BCP SHAREHOLDERS
AND BLOX**

Subsidiaries

None.

**SCHEDULE D TO THE AGREEMENT
MADE AMONG BCP, THE BCP SHAREHOLDERS
AND BLOX**

Representations and Warranties of BCP

BCP 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. BCP 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. BCP 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, BCP is qualified to conduct business in the jurisdiction as necessary to perform its obligations under each of the Material Contracts, as applicable;
4. BCP 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 BCP is, and will be at the Time of Closing, as described in Schedule A, and all BCP Shares will be at the time of Closing validly issued, fully paid and non-assessable and are registered and beneficially owned to the Persons and in the 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 BCP Shares are as set out in BCP's constituting documents and under applicable corporate legislation;
8. 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 BCP is bound or obligated to issue additional shares in its capital or warrants, broker warrants, options or other rights to acquire shares in its capital, and to knowledge of BCP, the BCP Shares are not subject to the terms of any shareholder or voting trust agreement;
9. BCP 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 BCP 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 BCP free and clear of all Encumbrances whatsoever other than as disclosed by BCP in writing and BCP 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 BCP, or any agreement or instrument or statute or laws to which BCP is a party or by which the Assets of BCP are bound or any order, decree, statute, regulation, covenant or restriction applicable to BCP;

12. to the knowledge of BCP, there are no actions, suits or proceedings, judicial or administrative (whether or not purportedly on behalf of BCP) pending or threatened by or against BCP 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 BCP 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 BCP, none of BCP, 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 no Person has alleged in writing to BCP a violation by BCP of such a right;

14. to the knowledge of BCP, all of the Intangible Property of BCP is owned by unencumbered good and marketable title, subject to no pending challenge, revocation, expiry or termination, and BCP is not required to pay any royalties, fees or other similar consideration to any Person with respect to the use of the Intangible Property. To the knowledge of BCP, there are no restrictions on the ability of BCP 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 BCP in the Intangible Property will be affected in any way by the transactions contemplated in this Agreement. To the knowledge of BCP, there is no infringement of any Intangible Property rights by any other Person;

15. BCP 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 BCP which confer benefits in the employees of BCP or result in obligations of BCP with respect to its employees;

16. BCP 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 BCP do not have any unfunded or unpaid liability in respect of such plan;

17. there are no employees of BCP that BCP 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 BCP 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;

18. to the knowledge of BCP, 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;

19. true and complete copies of all Material Contracts of BCP and all amendments and extensions thereof, have been or will be made available to Blox. BCP is not in material default or breach of its obligations under its Material Contracts and to the knowledge of BCP, 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 BCP is entitled to all benefits thereunder. Further, there are no outstanding material disputes under any such Material 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;

20. BCP has kept and, to BCP'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 BCP and the Business and Assets;

21. all material data and information relating to the Business and Assets has have been made available to Blox for inspection or otherwise disclosed to Blox;

22. BCP 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 BCP 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 there are presently no pending claims under any insurance held by BCP and BCP is not presently in material default under any such insurance policy and has not failed to give any notice or present any claim under any such 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;

23. the BCP Financial Statements are true and correct in every material respect and present fairly and accurately the financial position and results of the operations of BCP for the period then ended and the BCP Financial Statements have been prepared in accordance with international financial reporting standards applied on a consistent basis;

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

25. as of the date hereof (except as disclosed in writing to Blox), and at the Time of Closing (except as disclosed in the BCP Financial Statements):

(a) BCP is, and will not be, indebted to the BCP Shareholders or any one of them, whether by way of shareholder loan, unpaid, accrued or deferred compensation or otherwise;

(b) none of the BCP Shareholders or any other officer, director or employee of BCP is, and will not be, indebted or under obligation to BCP on any account whatsoever; and

(c) BCP 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;

26. there are no material liabilities of BCP whether direct, indirect, absolute, contingent or otherwise, which have not been disclosed in writing to Blox as of the date hereof, and which are not disclosed or reflected in the BCP Financial Statements at the Time of Closing, except those incurred in the ordinary course of business of BCP or otherwise incurred in connection with the transactions contemplated by this Agreement;

27. except as disclosed in this Agreement or otherwise in writing by BCP, since September 30, 2018, other than in the ordinary course of business BCP 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;

28. BCP 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 BCP threatened to assert, or has any basis for asserting against BCP any claim for additional Taxes or interest thereon or penalty;

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

30. BCP has not incurred any liability for brokers' or finder's fees of any kind whatsoever including with respect to this Agreement or any transaction contemplated under this Agreement;

31. the corporate records of BCP are and will be on Closing complete and accurate in all material respects; and

32. the information supplied for BCP 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 BCP or its directors or officers should be discovered by BCP which should be set forth in a supplement to the Filing Statement, BCP shall promptly inform Blox thereof in writing.

**SCHEDULE E TO THE AGREEMENT
MADE AMONG BCP, THE BCP SHAREHOLDERS
AND BLOX**

Representations and Warranties of Blox

Blox represents, warrants and agrees as of the date hereof and at the Time of Closing that:

1. Blox is a corporation duly incorporated, validly existing and in good standing under the laws of the Province of British Columbia, and has the power, authority and capacity to enter into this Agreement;
2. Blox is a “reporting issuer” in the provinces of British Columbia, Alberta and Ontario (with the Ontario Securities Commission as the Principal Regulator) and is not in material default of its continuous disclosure obligations under the securities laws of such provinces;
3. the common shares of Blox are listed for trading (the “**Listing**”) on the Exchange and Blox is not in material default of any of the listing requirements of the Exchange;
4. 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 Blox, and this Agreement constitutes a legal, valid and binding obligation of Blox;
5. the authorized share capital of Blox consists of an unlimited number of common shares without par value and at the Time of Closing, 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;
6. the rights, privileges, restrictions and conditions attached to the Blox Common Shares are as set out in Blox’s constating documents and under applicable corporate legislation;
7. 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 Blox 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 Blox’s knowledge, none of the common shares of Blox are subject to the terms of any shareholder or voting trust agreement;
8. all disclosure documents of Blox filed under the Securities Laws of the Provinces of British Columbia, Alberta and Ontario including, but not limited to, financial statements, prospectuses, offering memorandums, information circulars, material change reports and shareholder communications (the “**Blox 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;

9. 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 Blox, or any agreement or instrument or statute or law to which Blox is a party or by which any assets of Blox are bound or any order, decree, statute, regulation, covenant or restriction applicable to Blox;

10. Blox is the sole registered and beneficial owner of all of its assets;

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

12. to the knowledge of Blox, there are no actions, suits or proceedings, judicial or administrative (whether or not purportedly on behalf of Blox) pending or threatened by or against Blox or affecting Blox'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 Blox 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. true and complete copies of all Material Contracts of Blox and all amendments and extensions thereof, have been made available to BCP. Blox is not in default or breach of its obligations under any Material Contracts to which it is a party and, to the knowledge of Blox, 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 Blox 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;

14. Blox 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 Blox threatened to assert, or has any basis for asserting against Blox any claim for additional Taxes or interest thereon or penalty;

15. the audited financial statements of Blox for the year ended March 31, 2018, and the unaudited interim financial statements for the six month period ended September 30, 2018 (the "**Blox Financial Statements**"), copies of which have been filed publicly with the British Columbia, Alberta 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 Blox for the periods then ended and the Blox Financial Statements have been prepared in accordance with international financial reporting standards applied on a consistent basis;

16. the books and records of Blox disclose all material financial transactions of Blox since September 30, 2018 and such transactions have been fairly and accurately recorded;

17. there are no material liabilities of Blox, whether direct, indirect, absolute, contingent or otherwise, which are not disclosed or reflected in the Blox Financial Statements except those incurred in the ordinary course of business of Blox since September 30, 2018 and such liabilities are recorded in the books and records of Blox;

18. since September 30, 2018 there has not been any material adverse change of any kind whatsoever to the Listing or to the financial position or condition of Blox or any damage, loss or other change of any kind whatsoever in circumstances materially affecting the business, assets or Listing of Blox or the right or capacity of Blox to carry on its business other than as disclosed in the Blox Financial Statements and the Blox Disclosure Documents;

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

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

21. except as disclosed in this Agreement, Blox 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, other than in connection with the Financing;

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

23. the corporate records of Blox are complete and accurate in all material respects; and

24. since September 30, 2018 there has not been any material adverse change of any kind whatsoever to the Listing or to the financial position or condition of Blox or any damage, loss or other change of any kind whatsoever in circumstances materially affecting the business, assets or Listing of Blox or the right or capacity of Blox to carry on its business other than as disclosed in the Blox Financial Statements and the Blox Disclosure Documents.

**SCHEDULE F TO THE AGREEMENT
MADE AMONG BCP, THE BCP SHAREHOLDERS
AND BLOX**

Representations and Warranties of the BCP Shareholders

The BCP Shareholders severally represent, warrant and agree as of the date hereof and at the Time of Closing that:

1. the BCP Shareholder is and will be at the Time of Closing the legal and beneficial owner of the BCP Shares of such BCP Shareholder as set forth in Schedule A, and there are no Encumbrances on any such securities of BCP;
2. the BCP Shareholder 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 BCP Shareholder has the right, power, capacity and authority to enter into this Agreement and to sell such BCP Shareholder's BCP Shares as contemplated herein. If the BCP Shareholder is not an individual, the BCP Shareholder 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 Blox'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 BCP Shareholder any of such BCP Shareholder's BCP Shares, as the case may be;
5. the execution, delivery and performance by the BCP Shareholder of this Agreement and the execution, delivery and performance by the BCP Shareholder, 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:
 - (i) if the BCP Shareholder is not an individual, has been duly authorized by all necessary corporate action on the part of such BCP Shareholder; and
 - (ii) if the BCP Shareholder 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 BCP Shareholder as applicable, (B) any mortgage, note, indenture contract, instrument, lease, licence or permit to which the BCP Shareholder is a party or by which the BCP Shareholder is bound or to

which any property or material assets of the BCP Shareholder is subject, (C) to its knowledge, any laws applicable to the BCP Shareholder, or (D) any judgment, decree or order binding the BCP Shareholder 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 BCP Shareholder and each shall be at the Time of Closing, a legal, valid and binding obligation of the BCP Shareholder enforceable against the BCP Shareholder 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 BCP Shareholder is required to be obtained by such BCP Shareholder 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;

8. Unless a certificate of U.S. Accredited Investor prepared by Blox is completed by the BCP Shareholder:

(a) the offer to purchase the BCP Shareholder's BCP Shares, as the case may be, was not made to the BCP Shareholder when either the BCP Shareholder or any beneficial purchaser for whom it is acting, if applicable, was in the United States;

(b) the BCP Shareholder is not a U.S. Person, is not in the United States and is not purchasing the applicable Blox Common 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 BCP Shareholder, the BCP Shareholder and any beneficial purchaser for whom it is acting, if applicable, were outside the United States;

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

(e) the BCP Shareholder or any beneficial purchaser for whom it is acting, if applicable, has no intention to distribute either directly or indirectly any of the Blox Common Shares in the United States, except in compliance with the U.S. Securities Act; 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.

9. The BCP Shareholder is an Accredited Investor as that term is defined under applicable securities laws in Canada and has executed the Canadian Investor certificate prepared by Blox.