

STOCK RESTRICTION AGREEMENT

This Agreement is dated effective November 17, 2014 (the “**Effective Date**”)

BETWEEN:

CARL CAPITAL CORP., a British Columbia company with an address at Suite 700, 510 West Hastings Street, Vancouver, BC V6B 1L8

(the “**Company**”)

AND:

THE PERSONS LISTED IN SCHEDULE “A” ATTACHED HERETO

(collectively, the “**Shareholders**”)

WHEREAS:

- A. The Shareholders are the holders of those common shares of the Company (each, a “**Share**”) set out beside their names in Schedule “A” attached hereto (each, a “**Subject Share**”);
- B. The Company has submitted an application to list the Shares for trading (the “**Listing Application**”) on the Canadian Securities Exchange (the “**Exchange**”); and
- C. In connection with the Listing Application, the Shareholders and the Company desire to enter into this Agreement in order to implement certain restrictions on the transferability of the Subject Shares.

NOW THEREFORE, in consideration of the mutual promises made in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties agree as follows:

1. TRANSFER RESTRICTIONS

- 1.1 Restricted Actions. Each Shareholder shall not, without the prior written consent of the Company, directly or indirectly during the Term (as defined herein), sell, offer to sell, contract or agree to sell, hypothecate, pledge, grant any option, right or warrant to purchase, or otherwise dispose of or agree to dispose of any Subject Shares or any securities convertible into or exchangeable or exercisable for Subject Shares, or enter into any swap or any other agreement or any transaction that transfers, in whole or in part, directly or indirectly, the economic consequence of ownership of any Subject Shares, whether any such transaction is to be settled by the delivery of Subject Shares or other securities, in cash or otherwise (collectively, the “**Restricted Actions**”), except as set forth in this Agreement. The Restricted Actions are in addition to and cumulative with any other restrictions on transfer otherwise agreed to by any Shareholder or to which any Shareholder is subject under applicable laws.

1.2 Permitted Transfers. Notwithstanding anything to the contrary in this Agreement, the following transfers of any Subject Shares made or caused to be made by any Shareholder shall not be deemed Restricted Actions:

- (a) a transfer of Vested Shares (as defined herein);
- (b) a transfer to any director, officer, employee or consultant of the Company;
- (c) a transfer to the Company pursuant to a redemption initiated by the Company;
- (d) a transfer during a Shareholder's lifetime or upon a Shareholder's death by will or intestacy to such Shareholder's beneficiaries or a trust for the benefit of such Shareholder's beneficiaries. For the purposes of this Agreement, "beneficiary" means a Shareholder and the immediate family of such Shareholder, including any relation by blood, marriage or adoption and no more remote than a first cousin; or
- (e) if a Shareholder is an entity, a transfer made as a distribution solely to a member, partner, or stockholder of such Shareholder.

Any transfer of Subject Shares made pursuant to Section 1.2(b), (c), (d), or (e) shall not be valid unless and until the transferee has agreed in writing to be bound by the terms and conditions of this Agreement in the same manner as such terms and conditions apply to the transferring Shareholder.

2. VESTED SHARES

The term "Vested Shares" shall mean Subject Shares vesting as follows:

Date	Proportion of Subject Shares
On the date the Shares are listing for trading on the Exchange (the " Listing Date ")	10%
6 months after the Listing Date	An additional 15%
12 months after the Listing Date	The remainder

3. TERM

The term of this Agreement (the "**Term**") shall commence on the date hereof and shall terminate 12 months after the Listing Date.

4. UNILATERAL AMENDMENT

Each Shareholder expressly consents and agrees with the Company that the Company may effect a unilateral amendment to the vesting schedule set out in Section 2 in the event that the Exchange requires such an amendment in order to approve the Listing Application. In order for such amendment to take effect, the Company shall deliver or cause to be delivered to each Shareholder at its address on the books of the Company a notice setting out the amended vesting schedule, with no further action necessary or required on the part of any Shareholder in

order for such amendment to take effect as of the date specified by the Company in such notice.

5. VIOLATIONS OF TRANSFER RESTRICTIONS & REMEDIES

- 5.1 Stop Transfer Instructions. Each Shareholder agrees and consents to the Company entering stop transfer instructions with any registrar and transfer agent of the Shares against the transfer of any Subject Shares except in compliance with this Agreement.
- 5.2 Violations. The Company will not be required to (a) transfer on its books any Subject Shares that have been transferred in violation of this Agreement, or (b) treat as the owner of any Subject Shares, or accord the right to vote as such owner, or pay dividends to any transferee to whom any Subject Shares are purported to have been transferred in violation of this Agreement.
- 5.3 Power of Attorney. Each Shareholder hereby appoints the Company as the Shareholder's attorney-in-fact with irrevocable power and authority in the name and on behalf of the Shareholder to take any action and execute all documents and instruments including, without limitation, stock powers, which may be necessary to transfer one or more certificates representing Subject Shares to the appropriate person or entity upon learning of any transfer made in violation of this Agreement.
- 5.4 Injunctions & Other Remedies. Each Shareholder acknowledges and agrees that the provisions of this Section 5 are reasonable and necessary for the protection of the Company's business interests, that irreparable injury will result to the Company if the Shareholder breaches any of the terms of the Agreement and, in the event of a breach of any terms hereof, the Company will have no adequate remedy at law. Each Shareholder further acknowledges that in the event of any actual or threatened breach by it of any provision of this Agreement, the Company shall be entitled to immediate temporary injunctive and other equitable relief without the necessity of demonstrating actual monetary damages, subject to hearing as soon thereafter as possible. Nothing contained herein shall be construed as prohibiting the Company from pursuing any other remedies available to it for such breach or threatened breach, including the recovery of any liquidated damages.

6. REPORT OF SALE OF SUBJECT SHARES

Upon request, each Shareholder shall within five (5) business days following any sale, transfer or other disposition of any Subject Shares deliver a report signed by the Shareholder or the Shareholder's broker to the Company at its head office and addressed to the Company's Chief Financial Officer that includes the following information: (a) the name of the Shareholder; (b) the number of Subject Shares transferred; (c) the price applicable to the transfer of the Subject Shares, as of the date of transfer; (d) a statement confirming if the transfer was made pursuant to a private resale or via a brokerage transaction; (e) the name of the securities exchange on which the Subject Shares were transferred, if applicable; and (f) if derivatives of the Subject Shares were transferred, the exercise price, expiry date and other standard terms of the derivatives.

7. ADJUSTMENTS

In the event of any amalgamation, merger, reorganization, arrangement, consolidation, recapitalization, separation, combination, liquidation, dividend or other change in the corporate

structure of Company affecting the Subject Shares, any new securities replacing the Subject Shares shall be subject to the terms of this Agreement.

8. OWNERSHIP

Each Shareholder represents and warrants to and covenants with the Company that the Shareholder has, and except as contemplated by Section **Error! Reference source not found.**, for the duration of the Term will have, good and marketable title to the Subject Shares free and clear of all liens encumbrances and claims whatsoever. During the Term, each Shareholder shall retain all rights of ownership in the Subject Shares, including, without limitation, voting rights and the right to receive any dividends that may be declared in respect thereof.

9. RESTRICTIVE LEGENDS

All certificates representing Subject Shares shall have endorsed thereon a legend in substantially the following form (in addition to any other legend which may be required by any other agreements between the parties or pursuant to applicable securities legislation):

"THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO RESTRICTIONS ON SALE OR OTHER TRANSFER PURSUANT TO AN AGREEMENT BETWEEN THE COMPANY AND THE REGISTERED HOLDER (OR SUCH HOLDER'S PREDECESSOR IN INTEREST), A COPY OF WHICH IS ON FILE AT THE REGISTERED OFFICE OF THE COMPANY. ANY TRANSFER OR ATTEMPTED TRANSFER OF ANY SHARES SUBJECT TO THE AGREEMENT IS VOID WITHOUT THE PRIOR EXPRESS WRITTEN CONSENT OF THE COMPANY."

10. MISCELLANEOUS

- 10.1 Further Actions. The parties covenant and agree to execute and deliver all such further documents and instruments, and to do all such further acts and things as may be necessary or desirable to carry out the full intent and meaning of this Agreement.
- 10.2 Enurement. This Agreement shall enure to the benefit of the successors and assigns of the Company and, subject to the restrictions on transfer herein, be binding upon each Shareholder and its respective heirs, executors, successors and assigns.
- 10.3 Legal Fees & Specific Performance. Each Shareholder shall reimburse the Company for all costs incurred by the Company in enforcing the performance of, or protecting its rights under, any part of this Agreement against such Shareholder, including reasonable costs of investigation and legal fees.
- 10.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein, and the parties irrevocably attorn to the non-exclusive jurisdiction of the courts of British Columbia to adjudicate all matters arising hereunder.
- 10.5 Independent Counsel. Each Shareholder acknowledges that this Agreement has been prepared on behalf of the Company by legal counsel to the Company, and that the Company's legal counsel does not represent, and is not acting on behalf of, the Shareholder. Each Shareholder has been advised and provided with an opportunity to consult with the Shareholder's own counsel with respect to this Agreement.
- 10.6 Entire Agreement & Amendment. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes and

merges all prior agreements or understandings, whether written or oral. Except as provided in Section 4, this Agreement may not be amended, modified or revoked, in whole or in part, except by a written agreement signed by the parties.

10.7 Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (a) such provision shall be excluded from this Agreement, (b) the balance of the Agreement shall be interpreted as if such provision were so excluded and (c) the balance of the Agreement shall be enforceable in accordance with its terms.

10.8 Counterparts. This Agreement may be executed in counterparts and delivered by electronic transmission, each of which so executed and delivered shall be deemed an original and all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first written above.

CARL CAPITAL CORP.

Per: *"Brian Cale Thomas"*

Authorized Signatory

"Bruno Benedet"

BRUNO BENEDET

"Jeffrey Kong"

JEFFREY KONG

"Otto Buffo"

OTTO BUFFO

"Bruce Meikle"

BRUCE MEIKLE

"Penny Green"

PENNY GREEN

"Mario Vetro"

MARIO VETRO

"Mike Iverson"

MIKE IVERSON

SCHEDULE "A"

Name of Shareholder	Number of Subject Shares
Bruno Benedet	1,175,000
Otto Buffo	1,175,000
Penny Green	50,000
Mike Iverson	900,000
Jeffrey Kong	233,520
Bruce Meikle	50,000
Mario Vetro	400,000