

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made and entered into as of September 5, 2014 by and among **LUGER MINERALS CORP.**, a company organized and existing under the laws of the Province of British Columbia ("Buyer"), and **BIOMARK TECHNOLOGIES INC.**, a corporation organized and existing under the laws of the Province of Manitoba ("Seller") and **RASHID AHMED BUX**, an individual resident in the Province of British Columbia and shareholder of Seller ("Rashid") and **BUX INVESTMENTS LTD.** a corporation organized and existing under the laws of the Province of British Columbia and shareholder of Seller ("Bux" collectively with Rashid, "Covenantors"). Each of Buyer, Seller, Rashid and Bux is referred to herein sometimes as a "Party" and together as the "Parties."

WITNESSETH:

WHEREAS, Seller is engaged in the research and development of diagnostic kits, antibodies and assays for the detection and screening of cancer in humans; and

WHEREAS, the aforesaid research and development includes, among other things, the Diagnostic Business, the assets of which are owned by or licensed to Seller; and

WHEREAS, Buyer desires to purchase the Diagnostic Business from Seller, and Seller desires to sell the Diagnostic Business to Buyer, pursuant to a purchase and sale of the Transferred Assets and an assumption of the Assumed Liabilities (such transactions being referred to herein collectively as the "Transactions"); and

WHEREAS, Covenantors are principal shareholders in Seller and Covenantors have agreed to jointly and severally represent and warrant the representations and warranties of Seller, such representations and warranties upon which Buyer is relying upon in entering into this Agreement and consummating the Transactions.

NOW, THEREFORE, in consideration of the foregoing premises and the representations, warranties, covenants and agreements herein set forth, and intending to be legally bound hereby, the Parties hereby agree as follows:

ARTICLE 1 DEFINITIONS AND INTERPRETATIONS

1.1 Certain Definitions. For all purposes of and under this Agreement, the capitalized terms in this Section 1.1 shall have the meanings set forth below.

(a) "Accounts Payable" shall mean (i) all trade accounts payable and obligations to make payments to suppliers and other service providers of Seller, including all trade accounts payable representing amounts payable in respect of raw materials or products sold or services rendered to Seller, (ii) all other accounts or notes payable by Seller, and (iii) any claim, remedy or other right related to any of the foregoing.

(b) "Action" shall mean any action, arbitration, complaint, hearing, audit, investigation, lawsuit, litigation or other legal proceeding (whether at law or in equity, whether civil, criminal, administrative, judicial or investigative) filed or brought by or before, or otherwise involving, any Governmental Authority.

(c) "Affiliate" shall mean, with respect to any Person, any other Person directly or indirectly controlling, directly or indirectly controlled by, or under direct or indirect common control with, such Person, or if such Person is a partnership, any general partner of such Person or a Person controlling any such general partner. For purposes of this definition, "control" (including "controlled by")

and “under common control with”) shall mean the power, directly or indirectly, to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or partnership or other ownership interests, by contract or otherwise.

(d) “Agreement” shall mean this Asset Purchase Agreement, as the same may be amended or supplemented from time to time in accordance with the terms of this Agreement, including the Schedules and Exhibits thereto.

(e) “Back-License Agreement” shall mean the license agreement to be entered into between the Parties following the Closing for the license back of certain Transferred Patents and Transferred Trademarks for use in the Therapeutic Business.

(f) “Business Day” shall mean each day that is not a Saturday, Sunday or other day on which banking institutions located in Vancouver, British Columbia are authorized or obligated by Law to close.

(g) “Business Material Adverse Effect” shall mean any change, circumstance, event or effect that, individually or in the aggregate, has or would reasonably be expected to have, a material adverse effect on the Diagnostic Business, the Transferred Assets, results of operations or condition (financial or otherwise) of the Transferred Assets or the Diagnostic Business, or the Assumed Liabilities, taken as a whole, or on the ability of Seller to perform their respective obligations under, or consummate, the transactions contemplated by this Agreement; provided, however no effect arising from or relating to the following will be deemed to constitute a Business Material Adverse Effect, or will be taken into account in determining whether a Business Material Adverse Effect has occurred: (i) any change in business, economic, social, political or legal conditions or financial markets generally in Canada, the United States of America, Europe and China or elsewhere affecting the Diagnostic Business, (ii) any change or condition generally affecting the pharmaceutical industry in Canada, the United States of America, Europe and China or elsewhere affecting the Diagnostic Business, (iii) changes in Laws or accounting standards, including interpretations thereof by courts or any other Governmental Authority, (iv) the outbreak of war or acts of terrorism, hurricanes, other natural disasters or acts of God in Canada, the United States of America, Europe and China or elsewhere affecting the Diagnostic Business or (v) the announcement of, or the taking of any action required by or with the written consent of either Buyer pursuant to, this Agreement and the Transaction Agreements, except, in each case, where such change has a disproportionate adverse effect on the results of operations or condition (financial or otherwise) of the Transferred Assets or Diagnostic Business, taken as a whole, relative to other Persons carrying on a similar business.

(h) “Buyer” shall have the meaning set forth in the Preamble.

(i) “Consent” shall mean any of the consents, approvals, authorizations and waivers of any Third Party that are necessary for the transfer of the Transferred Assets, other than Governmental Approvals.

(j) “Contract” shall mean any contract, agreement, instrument or other legally binding commitment of any kind or nature, including leases, licenses, mortgages, indentures, promissory notes, guarantees and purchase orders.

(k) “Covenantor” shall mean Bux or Rashid, as the context may require, and “Covenantors” shall mean Bux and Rashid collectively.

(l) “Diagnostic Business” shall mean advanced stage cancer diagnostic research, technologies and products.

(m) “Diagnostic Products” shall mean the diagnostic assays, kits, and spectrometric techniques and technologies for the detection of cancer in humans, including, metabolomics-based

diagnostic assays; liquid chromatography mass-spectrometry and pharmacokinetics techniques; enzyme-linked immunosorbent assay (ELISA) kits; point-of-case in-vitro diagnostics kits and infrared Raman-based detection systems.

(n) “Employee” shall mean any full-time or part-time employee or independent contractor of Seller.

(o) “Environmental Laws” shall mean all Laws and all common law relating to the protection of health, safety or the environment, including Laws relating to environmental releases or threatened environmental releases of Hazardous Materials, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials relating to pollution or protection of the environment, public health and safety, or worker health and safety.

(p) “Governmental Authority” shall mean any government or quasi-governmental entity, or political subdivision thereof, whether national, provincial, municipal, regional or local judicial, legislative, executive authority, agency, court, board, department, bureau, official, minister, Canadian crown corporation to the extent it exercises regulatory authority, body, board, commission or other governmental entity, including any competent governmental authority responsible for the determination, assessment or collection of Taxes.

(q) “Hazardous Materials” shall mean (i) any petroleum, crude oil, natural gas, or any fraction, product or derivative thereof, radioactive materials, asbestos in any form, (ii) any chemicals, materials, substances or wastes that are defined as or included in the definition of hazardous substances, hazardous wastes, hazardous materials, extremely hazardous substances, toxic substances, pollutants, contaminants or words of similar import under any Environmental Law, and (iii) any other chemical, material, substance, waste or exposure that is limited or regulated by any Governmental Authority.

(r) “Health Canada” shall mean the Canadian federal regulatory authority known as Health Canada which has the administrative authority to regulate the approval and making of human pharmaceutical products or biological therapeutic products, delivery systems and medical devices in Canada.

(s) “IFRS” shall mean international financial reporting standards, as issued by the International Accounting Standards Board (IASB), as in effect as of the applicable date.

(t) “Indebtedness” shall mean all Liabilities and obligations, whether contingent or otherwise (including penalties, fees, interest and premiums) of a Person, (i) for borrowed money or in respect of loans or advances; (ii) evidenced by notes, bonds, debentures, letters of credit or similar instruments; (iii) for capital leases; (iv) for the face amount of all letters of credit and bankers’ acceptances issued for the account of such Person; (v) arising from cash/book overdrafts; (vi) determined on the basis of actual, not notional, obligations with respect to interest rate protection agreements, interest rate swap agreements, foreign currency exchange agreements, or other interest or exchange rate hedging agreements or arrangements; (vii) secured by (or for which the holder of such indebtedness has an existing right, contingent or otherwise, to be secured by) any Lien on property owned or acquired by such Person; or (viii) in the nature of guarantees of the obligations described in the immediately preceding clauses (t) – (t), inclusive, of any other Person.

(u) “Indemnified Party” shall mean any Person entitled to, or seeking, indemnification, compensation or reimbursement under the terms of this Agreement.

(v) “Indemnifying Party” shall mean any Party obligated to provide indemnification, compensation or reimbursement, or against whom indemnification, compensation or reimbursement is sought, under the terms of this Agreement.

(w) “Intellectual Property Rights” shall mean all of the following in any jurisdiction throughout the world and all rights therein: (i) patents and applications therefor and all other rights corresponding thereto (“Patents”); (ii) trade-secret rights and all other rights in confidential business or technical information and Know-How; (iii) copyrights in all works of authorship, whether or not published, including copyrights in algorithms, databases, compilations and data, methodologies, copyrights in technology supporting the foregoing, copyrights in all documentation, including user manuals and training materials, related to any of the foregoing and all registrations and applications for registration of any of the foregoing (“Copyrights”); (iv) domain names, uniform resource locators, other names and locators associated with the Internet, and applications or registrations therefor (“Domain Names”); (v) trademarks, service marks, composite marks, trade names, corporate names, logos, slogans, trade dress and Internet domain names, and other similar designations of origin, together with the goodwill symbolized by, and all registrations or applications for registrations of, any of the foregoing (“Trademarks”); (vi) all rights in databases and data collections; and (vii) any similar or equivalent rights to any of the foregoing, including but not limited to moral rights (as applicable).

(x) “Inventory” shall mean to the extent owned by Seller (i) any finished Diagnostic Products or prototypes having passed Seller’s quality control procedures whether or not ready for clinical trials; (ii) the excipients, raw materials, active ingredients, work in progress, by-products, operating supplies and packaging materials of Diagnostic Products designed and compiled by Seller or for Seller.

(y) “Key Individuals” shall mean Rashid Bux, Daniel Sitar, Horacio Bach, Fraser Hof, Paramjit Tappia, Bram Ramjiawan, Abdul Mohammad, Guoyu Huang, James Elliott, Brian Cheng, and Reuven Gordon.

(z) “Know-How” shall mean know-how, trade secrets and other confidential and proprietary information, including invention rights, technical, pre-clinical and clinical data, instructions, dossiers, processes, methods, formulas, formulation information, packaging and chemical specifications, raw material specifications, chemical and finished goods analytical test methods, stability data, testing data and quality control data for biological, chemical, pharmacological, toxicological, physical, analytical, clinical and safety.

(aa) “Knowledge” shall mean with respect to Seller, the actual knowledge of Rashid Ahmed Bux.

(bb) “Law” shall mean, as applicable, all national, federal, territorial, foreign, provincial, regional, municipal and local laws (including common law), treaties, decrees, rulings, injunctions, statutes, codes, rules, regulations, ordinances, policies, practices, binding guidelines issued by Health Canada or other applicable health regulator, Orders, permits and directives of, or issued by, all Governmental Authorities.

(cc) “Liability” shall mean all debts, liabilities, costs, guarantees, commitments and obligations, whether fixed, contingent or absolute, asserted or unasserted, matured or unmatured, liquidated or unliquidated, accrued or not accrued, known or unknown, due or to become due, direct or indirect whenever or however arising (including whether arising out of any contract, common law or tort based on negligence or strict liability) and whether or not the same would be required by generally accepted principles and accounting policies to be reflected in financial statements or disclosed in the notes thereto.

(dd) “Lien” shall mean any mortgage, pledge, hypothecation, charge, assessment, preference, security interest, attachment, claim, restriction, including transfer restrictions and real property restrictive covenants, put, call, right of first refusal, easement, servitude, right-of-way, option, warrant, conditional sale or installment contract or encumbrance of any kind and any financing lease involving substantially the same effect.

(ee) “Loss” or “Losses” shall mean any direct or indirect Liability, Indebtedness, claim, loss, damage, Tax, deficiency, Lien, settlement cost, fine, cost, interest, award, judgment, penalty,

charge, expense, including reasonable attorneys' fees and consultants' fees and expenses, and including any out-of-pocket expenses incurred in connection with investigating, defending against or settling any of the foregoing; *provided, however*, that "Losses" shall not include loss of profits, diminution in value or other consequential, special, incidental or punitive damages, unless such damages are awarded in a Third Party Claim.

(ff) "Order" shall mean any order, judgment, award, decision, decree, injunction, ruling, writ or assessment of any Governmental Authority (whether temporary, preliminary or permanent) that is binding on any Person or its property under applicable Law.

(gg) "Other IP" shall mean Intellectual Property Rights other than Patents and Trademarks.

(hh) "Patent Files" shall mean the entirety of the prosecution files for the Transferred Patents in the possession or control of Seller, and their attorneys and patent agents, including all such correspondence and filings with patent authorities with respect to such Patents and any related materials or documents.

(ii) "Permits" shall mean all permits, registrations, certifications, clearances, consents, concessions, grants, franchises, licenses and other evidence of authority issued or granted to, conferred upon or otherwise created for Seller by any Governmental Authority, collaborator, customer or patient relating to the Diagnostic Business.

(jj) "Person" shall mean any natural person, company, corporation, limited liability company, general or limited partnership, trust, proprietorship, joint venture, or other business entity, unincorporated association, organization or enterprise, or any Governmental Authority.

(kk) "Real Property" shall mean real property together with all easements, licenses, interests and all of the rights arising out of the ownership thereof or appurtenant thereto and together with all buildings, structures, facilities, fixtures and other improvements thereon.

(ll) "Registered IP" shall mean all the Intellectual Property Rights that are the subject of an application, certificate, filing, registration or other document issued, filed with, or recorded by any Governmental Authority.

(mm) "Release" shall mean any release, spill, omission, leaking, pumping, injection, deposit, disposal, dumping, discharge, dispersal, leaching, escaping, emanation or migration of any Hazardous Material in, into or onto the environment.

(nn) "Retained Business" shall mean the business of the Seller including: (i) the design, development, manufacturing, testing, marketing, supporting, distributing and selling of the products and services of the Therapeutic Business; (ii) all goodwill associated therewith; and (iii) all general, management, corporate, administrative, accounting, procurement, personnel and regulatory compliance functions of the Seller relating to the Therapeutic Business.

(oo) "Retained Patents" shall mean, collectively, the Patents owned by Seller as of the date of this Agreement, that are used or held for use exclusively in connection with the Therapeutic Business.

(pp) "Seller" shall have the meaning set forth in the Preamble.

(qq) "Tangible Property" shall mean all furniture, fixtures, equipment (including development tools, testing equipment, information technology equipment), computer hardware, office equipment and apparatuses, tools, machinery and supplies and other tangible property (other than Inventory) of every kind (wherever located and whether or not carried on the books and records), together

with any express or implied warranty by the manufacturers, sellers or lessors of any item or component part thereof and all maintenance records and other documents relating thereto.

(rr) "Tax" shall mean (i) any federal, state, provincial and local tax, impost, levy or other assessment, including any income, gross receipt, capital, sales, use, ad valorem, value added, transfer, franchise, profits, inventory, capital stock, license, withholding, payroll, employment, social security, social insurance, unemployment, Canadian Employment Insurance and Canada Pension Plan premiums, British Columbia Workers' Compensation premiums, excise, severance, stamp, occupation, property and estimated and any other tax of any kind whatsoever, and any customs duty, fee, and other charge in the nature of a tax, together with any interest, penalty, fine, addition to tax or additional amount imposed by any Taxing Authority, including such amounts deducted from employee remuneration to be remitted to a Governmental Authority, (ii) any liability for the payment of any amounts of the type described in clause (i) as a result of being a member of an affiliated, consolidated, combined, unitary or similar group for any period (including any arrangement for group or consortium relief or similar arrangement), and (iii) any liability for the payment of any amounts of the type described in clauses (i) or (ii) as a result of any express or implied obligation to indemnify any other person or as a result of any obligations under any agreements or arrangements with any other person with respect to such amounts and including any liability for taxes of a predecessor or transferor or otherwise by operation of Law.

(ss) "Taxing Authority" shall mean any applicable Governmental Authority responsible for the administration of any Tax.

(tt) "Tax Return" shall mean any return, report or statement filed or required to be filed with respect to any Tax, including any information return, declaration of estimated tax, claim for refund, election, or voluntary disclosure agreement, and any schedule, addendum or attachment thereto, and any amendment thereof.

(uu) "Technology" shall mean (i) databases, compilations, collections of data and data, (ii) inventions (whether or not patentable), (iii) methods and processes, (iv) designs and schematics, (v) Know-How and (vi) works of authorship, including documentation (e.g. user manuals and training materials).

(vv) "Therapeutic Business" shall mean the research and development of therapeutic drugs and agents for the treatment of cancer in humans, and all associated clinical trials, patents, book and records and publications relating thereto.

(ww) "Third Party" shall mean any Person who is not a Party. Third Party shall not include any Affiliate of a Party, except where the context otherwise requires.

(xx) "Third Party Components" shall mean any Technology that is not exclusively owned by Seller and that is embedded in or incorporated into any Diagnostic Product by Seller.

(yy) "Time of Closing" shall mean the time of Closing on the Closing Date.

(zz) "Transaction Agreements" shall mean this Agreement, the Bill of Sale, the Assignment and Assumption Agreement, the IP Assignment Agreement, and the Assignment of Lease.

(aaa) "Transferred Books and Records" shall mean all current and historical books and records in the possession of Seller, or for which Seller has the right to deliver, relating exclusively to the Diagnostic Business, in whatever form kept, including electronic form, including the operations and financial books, records, files, research, documents, clinical studies and trial data, books of account, sales and purchase records, lists of suppliers, collaborators, researchers, regulatory filings, submissions, applications, grants and correspondence, formulae, business reports, plans, projections and manuals, surveys, plans, files, records, assessments, correspondence, and other data and information, sales or otherwise, in each case used in, or held for use in or related exclusively to the Diagnostic Business, and

all tangible documentation, materials and information related exclusively to or embodying the Transferred Assets, and including all Patent Files for the Transferred Patents.

(bbb) “Transferred Contracts” shall mean the Contracts set forth under the heading “Transferred Contracts” on Schedule 1.1(bbb).

(ccc) “Transferred Inventory” shall mean all Inventory allocated or assigned to the Diagnostic Business as of the Closing Date.

(ddd) “Transferred IP” shall mean (i) all Transferred Patents, (ii) all Transferred Other IP, (iii) all Transferred Trademarks and (iv) all Transferred Technology.

(eee) “Transferred Lease” shall mean the lease of Real Property set forth on Schedule 1.1(eee).

(fff) “Transferred Other IP” shall mean (i) all Other IP owned by Seller as of the Closing that are used exclusively in, held for use exclusively in or exclusively related to the operation of the Diagnostic Business as currently conducted or as currently contemplated to be conducted, and (ii) all Other IP owned by Seller as of the Closing that are embodied in any Transferred Technology.

(ggg) “Transferred Patents” shall mean the Patents listed on Schedule 1.1(ggg), together with (i) any Patent that claims priority from any of the Patents listed on Schedule 1.1(ggg), (ii) any Patent that is a continuation, continuation in part (but only to the extent of any claims therein that are entitled to claim priority from any such scheduled Patent), divisional or reissue, of any such scheduled Patent or linked to any other such scheduled Patent by a terminal disclaimer, and (iii) any foreign counterpart of any such scheduled Patent.

(hhh) “Transferred Permits” shall mean the Permits (and such pending applications therefor or renewals thereof) relating to or for use by or associated with the Diagnostic Business and the Diagnostic Products.

(iii) “Transferred Tangible Property” shall mean (i) all Tangible Property located in the Richmond, British Columbia premises and used in, held for use in or necessary for the operation of the Diagnostic Business.

(jjj) “Transferred Technology” shall mean any and all versions of (i) all Technology that Seller has the right to transfer on the Closing Date that is used exclusively in, held for use exclusively in, or exclusively related to the operation of the Diagnostic Business as currently conducted or currently contemplated to be conducted.

(kkk) “Transferred Trademarks” shall mean all Trademarks that Seller has the right to transfer on the Closing Date that are exclusively used in or held for use exclusively in the operation of the Diagnostic Business as currently conducted, including (i) all Trademarks set forth on Schedule 1.1(kkk), in each case whether pending, issued, expired, suspended, abandoned or closed, (ii) all foreign counterparts of any such Trademark, and (iii) the goodwill of the Diagnostic Business related thereto.

1.2 Certain Interpretations

(a) When a reference is made in this Agreement to an Article or a Section, such reference shall be to an Article or a Section of this Agreement unless otherwise indicated. When a reference is made in this Agreement to a Schedule, such reference shall be to a Schedule to this Agreement (as applicable) unless otherwise indicated.

(b) When used herein, (i) the words “hereof,” “herein” and “herewith” and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole and not

to any particular provision of this Agreement, and (ii) the words “include,” “includes” and “including” shall be deemed in each case to be followed by the words “without limitation.” Unless the context otherwise requires, “neither,” “nor,” “any,” “either,” and “or” shall not be exclusive.

(c) When used herein, references to “\$” or “Dollars” shall be deemed to be references to Canadian dollars.

(d) The meaning assigned to each capitalized term defined and used herein shall be equally applicable to both the singular and the plural forms of such term, and words denoting any gender shall include all genders. Where a word or phrase is defined herein, each of its other grammatical forms shall have a corresponding meaning.

(e) When reference is made to any Party to this Agreement or any other agreement or document, such reference shall include such Party’s successors and permitted assigns.

(f) A reference to any specific legislation or to any provision of any legislation shall include any amendment to, and any modification, re-enactment or successor thereof, any legislative provision substituted therefor and all rules, regulations and statutory instruments issued thereunder or pursuant thereto.

(g) The headings set forth in this Agreement are for convenience of reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

(h) The Parties hereto agree that they have been represented by legal counsel during the negotiation and execution of this Agreement and, therefore, waive the application of any Law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document shall be construed against the Party drafting such agreement or document.

ARTICLE 2 THE TRANSACTIONS

2.1 Sale and Transfer of Assets. Upon the terms and subject to the conditions set forth in this Agreement, at the Closing Seller shall, in accordance with the Bills of Sale, sell, transfer, assign, convey and deliver to Buyer, and Buyer shall, in accordance with the Bills of Sale, purchase, acquire and accept from Seller, all right, title and interest in, to and under the following assets, properties and rights of Seller, (collectively, the “Transferred Assets”), free and clear of all Liens:

- (a) the Transferred Tangible Property;
- (b) the Transferred Inventory;
- (c) the Transferred Patents;
- (d) the Transferred Trademarks;
- (e) the Transferred Other IP;
- (f) the Transferred Technology;
- (g) the Transferred Lease;
- (h) the Transferred Contracts;
- (i) the Transferred Permits;

- (j) the Transferred Books and Records;
- (k) all Governmental Approvals held by Seller necessary for the lawful operation of the Diagnostic Business to the extent transferable to Buyer under applicable Law.
- (l) all claims, demands, causes of action, choses in action and rights of recoupment against third parties relating to the Assumed Liabilities, arising from facts, events, actions or inactions occurring whether before or after the Closing;
- (m) the amount of, and all rights to, any insurance proceeds received by Seller after the date of this Agreement in respect of the loss, destruction or condemnation of any Transferred Assets occurring prior to the Closing or relating to any Assumed Liabilities assumed by the Buyer, to the extent such proceeds are not otherwise used by Seller to repair such loss or destruction or settle such Assumed Liability prior to or after the Closing;
- (n) with respect to the Transferred IP, the right to register, prosecute, maintain or record any of such Intellectual Property Rights with any Governmental Authority, including rights to damages and payments for past, present and future infringements or misappropriations thereof, as well as all goodwill associated with such Intellectual Property Rights or the Diagnostic Business; and
- (o) all prepaid amounts, prepaid deposits, charges, expenses, and fees relating to the Diagnostic Business.

2.2 Excluded Assets. Notwithstanding anything to the contrary contained in Section 2.1 or elsewhere in this Agreement, the following assets, properties and rights of Seller (collectively, the “Excluded Assets”) are not part of the sale and purchase contemplated hereunder, are excluded from the Diagnostic Business and the Transferred Assets and shall remain the property of Seller after the Closing:

- (a) all Retained Patents;
- (b) all Other IP that is not Transferred Other IP;
- (c) all Technology that is not Transferred Technology;
- (d) all Contracts that are not Transferred Contracts;
- (e) all Permits that are not Transferred Permits;
- (f) all cash and cash equivalents (including investments and securities) and all bank or other deposit accounts of Seller;
- (g) all refunds of any Tax payments made by Seller with respect to a taxable period (or portion thereof) ending on or prior to the Closing Date;
- (h) except as otherwise provided in this Agreement, all books and records and other information prepared by or on behalf of Seller in connection with the Transactions and the other transactions contemplated hereby; and
- (i) all rights arising from Excluded Liabilities.

2.3 Assumed Liabilities. Subject to the terms and conditions set forth in this Agreement (including the terms of Section 2.4 and the rights of the Buyer Indemnified Parties to indemnification, compensation or reimbursement under this Agreement), at the Closing, Buyer shall assume only the following Liabilities of Seller, except to the extent any such Liabilities are Excluded Liabilities (collectively, the “Assumed Liabilities”):

(a) all Liabilities arising after the Closing under the Transferred Contracts, the Transferred Lease and the Transferred Permits, but only to the extent such obligations (i) do not arise from or relate to any violation, breach or default by Seller of any provision of such Transferred Contract, Transferred Lease, or Transferred Permit, as applicable, and (ii) do not arise from or relate to any event, circumstance or condition occurring or existing on or prior to the Closing Date that, with notice or lapse of time, would constitute or result in a violation, breach or default of any such Transferred Contract, Transferred Lease or Transferred Permit;

(b) the Accounts Payable arising out of, relating to or incurred in connection with the Diagnostic Business as set forth in Schedule 2.3(b);

(c) the indebtedness of Seller in the amount of forty-eight thousand six hundred ninety-three dollars Canadian (CDN \$48,693.00), *provided however*, that no other Indebtedness shall be assumed by Buyer; and

(d) all Liabilities to the extent (but only to the extent) arising from the operation or conduct of the Diagnostic Business after the Closing.

2.4 Liabilities Not Assumed. Notwithstanding anything to the contrary in this Agreement, none of the Buyers nor any of their Affiliates shall assume or otherwise be responsible for any Liabilities of Seller (including any predecessor of Seller or any prior owner of all or part of the Diagnostic Business) of whatever nature, whether presently in existence or arising hereafter, which are not Assumed Liabilities (collectively, the "Excluded Liabilities"). Seller shall be responsible for the Excluded Liabilities. Without limiting the foregoing, Excluded Liabilities shall include the following Liabilities:

(a) all Liabilities to the extent arising out of or relating to the operation or conduct by Seller of any business other than the Diagnostic Business;

(b) all Liabilities to the extent arising out of or relating to any Excluded Assets;

(c) (i) all Liabilities related to any current, former or prospective employees, directors or independent contractors of Sellers whether or not such Liabilities arise prior to, on or after the Closing Date and (ii) all Liabilities to or in respect of any Key Individual arising on or prior to the Closing;

(d) all Liabilities arising from any misclassification by Seller prior to the Closing of (i) any Person or Employee as an independent contractor rather than as an employee, including liability for statutory employee deductions and statutory employer liabilities and for any claims to compensation in lieu of notice of termination of services in excess of amounts prescribed in such independent contractors written terms of engagement; or (ii) any Employee leased from another employer;

(e) all Indebtedness of Seller;

(f) all Liabilities to any broker, finder or agent for any investment banking or brokerage fees, finder's fees or commission and any other fees and expenses payable by Seller pursuant to Section 13.5;

(g) (i) all Liabilities of Seller for Taxes, including any Taxes related to the Diagnostic Business or the Transferred Assets attributable to any taxable period (or portion thereof) ending on or prior to the Closing Date, (ii) all Liabilities of Seller for Taxes arising in connection with the consummation of the Transactions;

(h) (i) all Accounts Payable arising out of, relating to or incurred in connection with the Diagnostic Business or the Transferred Assets prior to the Closing Date, (even is such Liabilities are invoices after the Closing) which are not set forth in Schedule 2.3(b), and (ii) all other Liabilities to the extent arising out of, relating to or incurred in connection with the Diagnostic Business or the Transferred

Assets, arising on or prior to the Closing (including any condition arising or in existence prior to the Closing with respect to the Transferred Assets), except to the extent that such other Liabilities referred to in this clause (ii) are included in the Assumed Liabilities pursuant to Section 2.3;

(i) all Liabilities resulting from, arising out of, or based on the litigation matter against BioSino in China; and

(j) all Liabilities of Seller arising from or relating to infringement, misappropriation, or other violation or unauthorized use of any Intellectual Property Rights owned by any Person that result from, arise out of, or are based on (i) the operation of the Diagnostic Business prior to the Closing, or (ii) the use, testing, sale, import, export and/or manufacture of Diagnostic Products, prior to the Closing.

2.5 Transfer of Transferred Assets and Assumed Liabilities

(a) The Transferred Assets shall be sold, conveyed, transferred, assigned and delivered, to Buyer, and the Assumed Liabilities shall be assumed by Buyer, pursuant to transfer and assumption agreements and such other instruments in such form as may be necessary or appropriate to effect a conveyance of the Transferred Assets and an assumption of the Assumed Liabilities in the jurisdictions in which such transfers are to be made. Such transfer and assumption agreements shall be jointly prepared by Buyer and Seller and shall include the Bill of Sale, the Assignment and Assumption Agreement, the IP Assignment Agreement and the Assignment of Lease, which shall be executed no later than at or as of the Closing by Seller and Buyer.

(b) From time to time following the Closing, Seller and Buyer shall execute, acknowledge and deliver all such further conveyances, notices, assumptions, releases and acquittances and such other instruments, and shall take such further actions, as may be necessary or appropriate to fully and effectively sell, transfer, assign, and convey and deliver to Buyer all of the properties, rights, titles, interests, estates, remedies, powers and privileges intended to be expressly conveyed to Buyer under this Agreement and to fully and effectively sell, transfer, assign, and convey and deliver to Buyer the Assumed Liabilities intended to be expressly assumed by Buyer under this Agreement, and to otherwise make effective the Transactions contemplated hereby and to confirm the right, title or interest of Buyer in the Transferred Assets, including (i) promptly transferring and/or delivering back to Seller any asset or Liability not contemplated by this Agreement to be a Transferred Asset or an Assumed Liability, respectively, which asset or Liability was transferred and/or delivered to Buyer at Closing and (ii) promptly transferring and/or delivering to Buyer any asset or Liability contemplated by this Agreement to be a Transferred Asset or an Assumed Liability, respectively, which was not transferred and/or delivered to Buyer at Closing, in each case of clauses (i) and (ii), without further consideration paid by either Party and the relevant Schedules to this Agreement shall be amended accordingly.

(c) Buyer shall take such actions as Seller may reasonably request in order to assure Buyer's assumption of the Assumed Liabilities. Seller shall take such actions as Buyer may reasonably request in order to assure Seller's retention of the Excluded Liabilities.

2.6 Non-Assignable Assets

(a) Nothing in this Agreement nor the consummation of the Transactions contemplated hereby shall be construed as an attempt or agreement to sell, transfer, assign convey or deliver any Transferred Asset to Buyer (provided that this Section 2.6(a) shall not affect whether any asset, property or right shall be deemed to be a Transferred Asset for any other purpose under this Agreement), or for Buyer to assume any Assumed Liability, in each case which is not transferable or non-assignable, as applicable, without the consent or waiver of a Third Party (including any Governmental Authority) or is cancelable by a Third Party in the event of such a transfer or assignment without the consent or waiver of such Third Party (including any Governmental Authority), in each case unless and until such consent or waiver shall have been obtained (collectively, "Non-Assignable Assets").

(b) Seller shall use its reasonable best efforts to obtain, or to cause to be obtained, all consents, approvals and waivers set forth on Schedule 2.6(b) on terms that will ensure that Buyer maintains and preserves the rights and benefits under the Non-Assignable Assets following the consummation of the Transactions that were enjoyed by Seller as of the date hereof. To the extent permitted by applicable Law, in the event such consent, approval or waiver cannot be obtained prior to Closing, (i) the Non-Assignable Assets subject thereto and affected thereby shall be held, as of and from the Closing, by Seller in trust for the benefit of Buyer, and all benefits and obligations existing thereunder shall be for Buyer's account, (ii) Buyer shall pay, perform or otherwise discharge (in accordance with the respective terms and subject to the respective conditions thereof, and in the name of Seller) all of the covenants and obligations of Seller incurred after the Closing with respect to such Non-Assignable Assets, (iii) Seller shall take or cause to be taken at their own expense such actions in its name or otherwise as Buyer may reasonably request so as to provide Buyer with the benefits of such Non-Assignable Assets and to effect the collection of money or other consideration that becomes due and payable under such Non-Assignable Assets, and promptly pay over to Buyer all money or other consideration received by it in respect of such Non-Assignable Assets, and (iv) Buyer and Seller shall mutually cooperate to provide any other alternative arrangements as may be reasonably required to implement the purposes of this Agreement and the other Transaction Agreements. If and when such consent, approval or waiver is obtained, Seller shall sell, transfer, assign, convey and deliver such Non-Assignable Asset to Buyer for no additional consideration. Notwithstanding anything herein to the contrary, Seller shall not be obligated to commence or pursue any Action against any Third Party with respect to any Non-Assignable Asset.

2.7 Transfer of Transferred Assets

(a) Each of Seller, on the one hand, and Buyer, on the other hand, agree to cooperate to cooperate with each other, and provide each other all assistance reasonably requested by the other Party in connection with the planning and implementation of the removal and relocation of any such Transferred Assets or Excluded Assets or any thereof to such location as Buyer or Seller, as applicable, will designate.

ARTICLE 3 PURCHASE PRICE

3.1 Purchase Price

(a) Subject to the terms and conditions of this Agreement, the purchase price to be paid by Buyer to Seller for the Transferred Assets (the "Purchase Price") shall be Canadian eight hundred thousand dollars (CDN \$800,000.00).

(b) The Purchase Price shall be paid and satisfied as follows:

(i) at the Closing, by the allotment and issuance to the Seller of 40,000,000 fully paid and non-assessable Class A Common shares in the capital stock of the Buyer (the "Shares") at a deemed value of Canadian two cents (CDN \$0.02) per share for an aggregate deemed value of Canadian eight hundred thousand dollars (CDN \$800,000.00); and

(ii) the Assumed Liabilities shall be assumed by Buyer at the Closing by the execution and delivery of the Assignment and Assumption Agreement.

3.2 Allocation. The Purchase Price and any Assumed Liabilities shall be allocated among the Transferred Assets to be acquired by Buyer in accordance with applicable Tax Law and the methodology to be agreed to by the Parties prior to the Closing. The Buyer and Seller will agree upon a final allocation schedule and agree to report the transactions contemplated in this Agreement in a manner consistent with the allocation schedule for all Tax purposes, and that none of them will take any position inconsistent therewith in any Tax Return, in any refund claim, in any litigation, or otherwise, unless

otherwise required by applicable Law. Buyer and Seller shall cooperate with each other in preparing all Tax documentation so it is consistent with the allocation schedule. Buyer and Seller shall promptly notify the other Party in writing upon receipt of notice of any pending or threatened Tax audit or assessment challenging the allocation of the Purchase Price.

ARTICLE 4 CLOSING

4.1 Closing. Unless this Agreement is validly terminated pursuant to Section 11.1, the Parties shall consummate the Transactions at a closing (the "Closing") to occur on a Business Day as soon as practicable (but in no event more than five (5) Business Days) following the satisfaction or waiver (if permitted hereunder) of all of the conditions set forth in Section 4.3 other than those conditions that by their nature are to be satisfied at the Closing (but subject to the fulfillment or waiver of such conditions at the Closing) at the offices of Bacchus Law Corporation, Suite 1820, 925 West Georgia Street, Vancouver, British Columbia V6C 3L2. The date upon which the Closing occurs hereunder is referred to herein as the "Closing Date."

4.2 Closing Deliveries

(a) Seller's Closing Deliveries. At the Closing and subject thereto, Seller shall deliver to Buyer the following:

(i) the Bill of Sale, executed by Seller, in substantially the same form and substance as mutually agreed by the Parties as of the date hereof, and attached as Exhibit A (the "Bill of Sale");

(ii) the Assignment and Assumption Agreement, executed by Seller, in substantially the same form and substance as mutually agreed by the Parties as of the date hereof, and attached hereto as Exhibit B (the "Assignment and Assumption Agreement");

(iii) the Intellectual Property Assignment Agreement, executed by Seller, in substantially the same form and substance as mutually agreed by the Parties as of the date hereof, and attached hereto as Exhibit C (the "IP Assignment Agreement");

(iv) an Assignment and Assumption of Lease with respect to the Transferred Lease, executed by Seller in substantially the same form and substance as mutually agreed by the Parties as of the date hereof, and attached hereto as Exhibit D (the "Assignment of Lease"), together with the written consent of the underlying lessor under the Transferred Lease to the assignment thereof, if required pursuant to the terms of such Transferred Lease, in substantially the same form and substance as mutually agreed by the Parties as of the date hereof, with such changes thereto as are reasonably requested by such lessor and reasonably approved by Buyer;

(v) such other agreements and instruments, executed by the applicable parties, as may be reasonably requested by Buyer to fully and effectively consummate the Transactions.

(b) Buyer's Closing Deliveries. At the Closing and subject thereto, Buyer shall deliver (or cause to be delivered) to Seller the following:

(i) a certificate representing the Shares, which the Buyer shall issue in the name of the Seller, from the Buyer's authorized share capital as fully paid and non-assessable;

(ii) the Bill of Sale, executed by Buyer;

(iii) the Assignment and Assumption Agreement, executed by Buyer;

- (iv) the IP Assignment Agreement, executed by Buyer;
- (v) the Assignment of Lease as to the Transferred Lease, executed by Buyer; and
- (vi) such other agreements and instruments, executed by the applicable parties, as may be reasonably requested by Sellers to fully and effectively consummate the Transactions.

4.3 Closing Conditions

(a) Closing Conditions of Both Parties. The respective obligations of Buyer and Seller to consummate the Transactions shall be subject to the satisfaction, at or prior to the Closing, of the following conditions:

(i) Legal Proceedings. No Action by any Person shall be pending that restrains, or prohibits any Party from performing this Agreement, the Transactions Agreements or any transaction contemplated hereby or thereby.

(ii) Receipt of Requisite Approvals. All required Governmental Approvals shall have been obtained by and for the benefit of the Buyer.

(iii) Absence of Legal Restraints.

(A) No Governmental Authority shall have enacted, issued or promulgated any Law or Order that has the effect of rendering the Transactions or any of the other transactions contemplated by any of the Transaction Agreements, or the Parties' performance under any of the Transaction Agreements, illegal or otherwise prohibits or otherwise restrains the consummation of the Transactions or the Parties' performance under any of the Transaction Agreements.

(B) No Action shall be pending before any Governmental Authority, which is reasonably expected to result in an unfavorable Order (and no such Order shall have been issued or granted or be in effect) in respect thereof that would (1) prevent the performance of this Agreement or any of the Transaction Agreements or the consummation of any of the Transactions or any of the other transactions contemplated by any of the Transaction Agreements or declare unlawful any of the Transactions or any of the other transactions contemplated by any of the Transaction Agreements; (2) cause any of the Transactions or any of the other transactions contemplated by any of the Transaction Agreements to be rescinded following consummation; or (3) adversely affect in any material respect the right of Buyer to own the Transferred Assets, receive the rights, licenses, services and benefits under the Transaction Agreements or operate the Diagnostic Business.

(b) Additional Closing Conditions of Buyer. The obligations of Buyer to consummate the Transactions shall be subject to the satisfaction at or prior to the Closing of each of the following conditions, any of which may only be waived in writing exclusively by Buyer:

(i) Accuracy of Seller's Representations and Warranties. Each of the representations and warranties of Seller set forth in this Agreement shall be true and correct in all respects on and as of the Closing Date, as though made on and as of the Closing Date with the same force and effect as if made on and as of the Closing Date (other than any such representations and warranties that address matters only as of a specified date, which shall have been true and correct in all respects as of such date).

(ii) Compliance with Covenants. Seller and Covenantors shall have performed and complied in all material respects with the covenants and obligations under this Agreement required to be performed by and complied with by Seller or Covenantors on or prior to the Closing.

(iii) Absence of Business Material Adverse Effect. Since the date of this Agreement, there shall not have occurred a Business Material Adverse Effect.

(iv) Sellers Closing Certificate. Buyer shall have received a certificate, duly executed by an authorized officer of the Seller, certifying as to the matters set forth in Section 4.3(b)(i), Section 4.3(b)(ii) and Section 4.3(b)(iii).

(v) Required Contract Consents. Each consent or waiver identified on Schedule 2.6(b) shall have been obtained, shall be in full force and effect and such Transferred Contract shall not have been amended or modified in connection therewith in a manner that would be adverse to Buyer, as determined by Buyer acting reasonably and in good faith.

(vi) Required Permits. Each Transferred Permit shall have been transferred and delivered to, and shall inure to the benefit of, Buyer, and Seller shall have provided evidence of the transfer of each such Transferred Permit in form and substance reasonably satisfactory to Buyer.

(vii) Key Individuals. Each of the Key Individuals shall agree to continue to provide services to the Buyer pursuant to a written agreement with respect to the Diagnostic Business and not have notified Seller or Buyer that such Person will cease providing services to the Buyer shortly after the Closing Date, and (B) not have repudiated or otherwise rejected such Key Individual's employment or service offer.

(viii) IP Assignments and Title. All assignment of right, title and interest in and to any Transferred IP developed by or in collaboration with a Third Party, for or on behalf of Seller, whether or not pursuant to an executed agreement, will be obtained and provided to Buyer prior to Closing, including an assignment by Rashid to Seller for the assignment of the Transferred Patent identified with an asterisk in Schedule 1.1(ggg).

(ix) Seller's Closing Deliveries. Seller shall have delivered (or caused to be delivered) the closing deliveries set forth in Section 4.2(a)(i) through Section 4.2(a)(v).

(c) Additional Closing Conditions of Seller. The obligations of Seller to consummate the Transactions shall be subject to the satisfaction at or prior to the Closing of each of the following conditions, any of which may only be waived in writing exclusively by Seller:

(i) Accuracy of Buyer's Representations and Warranties. Each of the representations and warranties of Buyer set forth in this Agreement shall be true and correct in all respects on and as of the Closing Date, as though made on and as of the Closing Date with the same force and effect as if made on and as of the Closing Date (other than any such representations and warranties that address matters only as of a specified date, which shall have been true and correct in all respects as of such date).

(ii) Compliance with Covenants. Buyer shall have performed and complied in all material respects with the covenants and obligations under this Agreement required to be performed by and complied with by Buyer prior to the Closing.

(iii) Buyers Closing Deliveries. Buyer shall have delivered (or caused to be delivered) the following:

(A) certificates, duly executed by an authorized officer of each Buyer, certifying as to the matters set forth in Section 4.3(c)(i) and Section 4.3(c)(ii); and

(B) the closing deliveries set forth in Section 4.2(b)(i) through Section 4.2(b)(v).

ARTICLE 5 REPRESENTATIONS AND WARRANTIES OF SELLER AND COVENANTORS

Subject to the exceptions and disclosures set forth in the Schedules to this Agreement or as otherwise indicated below, Seller and Covenantors, jointly and severally, hereby represent and warrant to Buyer as follows:

5.1 Sellers' Organization and Good Standing; Authority and Enforceability

(a) Seller is a corporation duly organized, validly existing and in good standing under The Corporations Act (Manitoba) and is not a non-resident of Canada for purposes of the Income Tax Act (Canada). Seller has all necessary corporate power and authority to carry on the Diagnostic Business and to own, license and use the Purchased Assets.

(b) Seller has all necessary corporate power and authority to execute and deliver this Agreement, the other Transaction Agreements to which it is or will be a party and each certificate and other instrument required by this Agreement or any other Transaction Agreements to be executed and delivered by Seller pursuant hereto or thereto, to perform its obligations hereunder and thereunder and to consummate the Transactions and the other transactions contemplated hereby and thereby. The execution and delivery by Seller of this Agreement, the other Transaction Agreements to which it is or will be a party and each certificate and other instrument required to be executed and delivered by Seller pursuant hereto or thereto, the performance by Seller of its obligations hereunder and thereunder and the consummation by Seller of the Transactions and the other transactions contemplated hereby and thereby, have been duly and validly authorized by all necessary corporate action on the part of Seller. The board of directors of Seller has approved this Agreement, the other Transaction Agreements to which Seller is or will be a party and the Transactions and the other transactions contemplated hereby and thereby, and no other corporate proceedings on the part of Seller are necessary to authorize this Agreement or any other Transaction Agreements to which Seller is or will be a party or to consummate the Transactions on the terms set forth herein and therein, which has been obtained.

(c) This Agreement, the other Transaction Agreements to which Seller is or will be a party and each certificate and other instrument required to be executed and delivered by it pursuant hereto or thereto has been (or will be) duly and validly executed and delivered by Seller and, assuming the due authorization, execution and delivery by Buyer, constitutes (or will constitute) a legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its respective terms, subject in

each case to bankruptcy, insolvency, reorganization or other similar Laws of general application affecting the rights and remedies of creditors, and to general principles of equity.

5.2 Governmental Approvals. Except as set forth in Schedule 5.2, no other consent, approval, order or authorization of, or registration, declaration or filing with any Governmental Authority (together, "Governmental Approvals") is required on the part of Seller in connection with the execution and delivery of this Agreement, any other Transaction Agreements to which it is or will be a party or any certificate and other instrument required to be executed and delivered by it pursuant hereto or thereto, the performance by Seller of its obligations hereunder or thereunder or the consummation of the Transactions or any other transactions contemplated hereby or thereby, except for filings or reports which may be required under, and compliance with, applicable securities law and stock exchange requirements.

5.3 Conflicts. The execution and delivery by Seller of this Agreement, the other Transaction Agreements to which Seller is or will be a party and each certificate and other instrument required to be executed and delivered by Seller pursuant hereto or thereto, the performance by Seller of its obligations hereunder and thereunder and the consummation by Seller of the Transactions and the other transactions contemplated hereby and thereby do not and will not (a) conflict with or violate the certificate of incorporation or bylaws (or comparable organization documents) of Seller, (b) conflict with, result in a breach of, constitute (with or without due notice or lapse of time or both) a default under, result in the acceleration of any obligations under, create in any party the right to accelerate, terminate, modify or cancel, give rise to any obligation under, result in the creation of any Lien upon any of the Purchased Assets pursuant to, require any notice, consent, approval or waiver under, or result in the loss of any benefit under, (i) any Transferred Contract, (ii) any Transferred Permit or Order relating to the Diagnostic Business, the Purchased Assets or Seller, or (c) violate any Law or Order applicable to the Diagnostic Business, the Purchased Assets or Seller.

5.4 Title. Seller has good and valid title to, or a valid leasehold interest in, the Purchased Assets, free and clear of all Liens, and upon consummation of the Transactions, Seller shall transfer and convey to Buyer all right, title and interest of Seller in and to the Purchased Assets, free and clear of all Liens.

5.5 Sufficiency of Assets

(a) The Purchased Assets, together with the other rights, licenses, services and benefits to be provided to Buyer pursuant to this Agreement constitute (i) all of the properties, assets, rights and facilities, tangible and intangible, owned, used, held for use or leased by Seller in connection with the Diagnostic Business, and (ii) all of the specifications, files, records, data, documentation, research and other similar materials that specify the designs of the Diagnostic Products as of the Closing Date or relate to the manufacture, testing or certification of the Diagnostic Products, and used or held for use by Seller as of the Closing Date.

(b) The Purchased Assets (i) together with the other rights, licenses, services and benefits to be provided to Buyer pursuant to this Agreement, constitute all of the properties, assets, rights and facilities, tangible and intangible, necessary to enable Buyer, following the Closing, to continue to conduct the Diagnostic Business in the same manner as conducted as of the date hereof by Seller (and its Subsidiaries).

5.6 Diagnostic Business Financial Statements. The unaudited Diagnostic Business Financial Statements present fairly, the results of operations and assets of the Diagnostic Business for the periods and as of the dates covered thereby. The Diagnostic Business Financial Statements have been prepared, in accordance with IFRS, applied on a consistent basis, throughout the periods covered.

5.7 Absence of Changes. Since the Parties entered into a letter of intent for the purchase and sale of the assets relating to the Diagnostic Business dated May 13, 2014 ("Letter of Intent"):

- (a) there has not occurred a Business Material Adverse Effect; and
- (b) there has not been any material loss, damage or destruction to, or any material interruption in the use of, any Transferred Assets (whether or not covered by insurance).

5.8 Taxes

(a) All federal, provincial, local, and foreign tax returns relating to any and all Taxes concerning or attributable to Seller or the Diagnostic Business have been timely filed, and such Tax Returns are true and correct in all material respects and have been completed in accordance with applicable Law.

(b) All Taxes required to be paid by or on behalf of Seller or with respect to the Diagnostic Business (whether or not shown on any Tax Return) have been timely paid.

(c) All Taxes required to be paid or withheld with respect to Employees or other Third Parties of Seller have been timely paid or withheld (and withheld amounts have been timely paid over to the appropriate Taxing Authority).

(d) There is no Tax deficiency outstanding, assessed or proposed again or with respect to Seller related to the Diagnostic Business or the Purchased Assets, nor has any outstanding waiver of any statute of limitations on or extension of the period for which the assessment or collection of any Tax of or with respect to Seller relating to the Diagnostic Business or the Purchased Assets been executed or requested.

(e) Seller has not been notified in writing of any request for an audit, examination or proceeding with respect to any Tax Return of or with respect to Seller related to the Diagnostic Business or the Purchased Assets, nor is any such audit, examination or proceeding presently in progress. No written adjustment relating to any Tax Return filed by or with respect to Seller related to the Diagnostic Business or the Purchased Assets has been proposed by any Taxing Authority. No written claim has ever been made that any Seller or its operations is or may be subject to taxation in a jurisdiction in which it does not file Tax Returns by virtue of the operation of the Diagnostic Business or ownership of the Purchased Assets.

5.9 Personal Property

(a) All material Transferred Tangible Property is located at facilities of or used by the Diagnostic Business (including research facilities, hospitals and laboratories) as of the date hereof, and has not been consigned to any Person not a party to this Agreement.

(b) All Transferred Tangible Property is in reasonable operating condition and repair, given its respective age, is free from any material defects, reasonable wear and tear excepted, and is suitable for the uses for which it is being used in all material respects.

(c) The Transferred Inventory is located at facilities of or used by the Diagnostic Business (including research facilities, hospitals and laboratories) and has not been consigned to any Person not a party to this Agreement.

5.10 Real Property

(a) Seller does not own any Real Property.

(b) Schedule 1.1(eee) sets forth the names of the lessor and lessee under, and the address of any parcel of Real Property subject to any Transferred Lease ("Transferred Leasehold Property"). Seller has made available to Buyer a true and complete copy of the Transferred Lease,

including each amendment, extension, renewal, guaranty, license, concession or other agreement with respect thereto. With respect to the Transferred Lease, (i) the Transferred Lease constitutes all of the written and oral agreements of any kind for the leasing, rental, use or occupancy of the corresponding Transferred Leasehold Property, (ii) Seller's possession of the corresponding Transferred Leasehold Property is not currently subject to disturbance, (iii) Seller holds a good and valid leasehold interest in the applicable Transferred Leasehold Property free and clear of all Liens and (iv) Seller has not assigned, transferred, sublet, or granted any person the right to use or occupy the Transferred Leasehold Property or granted any other security interest in the Transferred Lease or any interest therein.

(c) The Transferred Lease is a valid and binding agreement of the Seller and is in full force and effect in accordance with its terms. Seller has not violated or breached in any material respect, nor committed any material default under, any Transferred Lease to which it is a party, which remains uncured, and no other Person has violated or breached in any material respect, or committed any material default under, any Transferred Lease which remains uncured. No event has occurred, and no circumstance or condition exists, that (with or without notice or lapse of time) will, or could reasonably be expected to: (i) result in a material violation or material breach of any of the provisions of any Transferred Lease to which such Seller is a party; (ii) give any Person the right to declare a material default and exercise a remedy under any such Transferred Lease; (iii) give any Person the right to accelerate the maturity or performance of any such Transferred Lease; or (iv) give any Person the right to cancel, terminate or modify any such Transferred Lease. Seller has not received any written notice or other communication regarding any actual or threatened material violation or material breach of, or material default under, any applicable Transferred Lease, which remains uncured. Seller has not waived any of its respective material rights under any Lease to which it is a party.

(d) Except as disclosed in the offer to lease dated May 29, 2014, as further described in Schedule 1,1(bbb), the Transferred Leasehold Property is in good operating condition and repair given its age, reasonable wear and tear excepted, and is suitable for the operation of the Diagnostic Business as presently conducted therein. Seller is not party to any agreement or subject to any claim that may require the payment of any real estate brokerage commissions, and no such commission is owed with respect to any of the Transferred Leasehold Property.

5.11 Environmental Matters

(a) Seller has at all times been in compliance in all material respects with all Environmental Laws that are applicable to the Diagnostic Business, any of the Purchased Assets or any Transferred Leasehold Property. No event has occurred, and no condition or circumstance exists, that will (with or without notice or lapse of time) constitute or result in a violation by Seller, or a failure on the part of Seller to comply with, any Environmental Law that is applicable to the Diagnostic Business, any of the Purchased Assets or any Transferred Leasehold Property.

(b) Seller has not received any environmental claim that relates in any way to the Diagnostic Business, any of the Purchased Assets or the Transferred Leasehold Property; and no environmental claim is now pending or threatened against Seller (or against any other Person whose liability Seller has retained or assumed either contractually or by operation of Law). No event has occurred, and no claim, dispute or other condition or circumstance exists, that will or would reasonably be expected to, give rise to or serve as a basis for the commencement of any Action under applicable Environmental Laws.

(c) There has been no release of Hazardous Materials at any of the leased Real Properties during the ownership and operation of the Diagnostic Business by Seller.

(d) Seller (i) has all Permits required for the operation of the Diagnostic Business and the Transferred Leasehold Property under applicable Environmental Laws and (ii) is in compliance with all such Permits.

(e) Seller is not a party to, or subject to the terms of, any Order under any applicable Environmental Law applicable to the Diagnostic Business or the Transferred Leasehold Property.

(f) There are no past or present actions, activities, circumstances, conditions, events or incidents that could form the basis for Liability against Seller (or against any other Person whose Liability Seller has retained or assumed either contractually or by operation of Law) pursuant to the Environmental Laws with respect to the Diagnostic Business or the Transferred Leasehold Property.

(g) There is no asbestos contained in or forming part of the Transferred Leasehold Property or any building, structure or asset currently owned or leased by Seller (or by any other Person whose Liability Seller has retained or assumed either contractually or by operation of Law) with respect to the Diagnostic Business, and there is no asbestos contained in or forming part of any Diagnostic Products currently or previously manufactured by Seller (or by any other Person whose Liability Seller has retained or assumed either contractually or by operation of Law) with respect to the Diagnostic Business.

(h) Seller has made available to Buyer true and complete copies of all reports, studies, assessments, audits, correspondence and other documentation in the possession of Seller materially bearing on environmental, health and safety matters in or on the Transferred Leasehold Property.

5.12 Intellectual Property

(a) Schedule 1.1(ggg) and Schedule 1.1(kkk) set forth a complete and accurate list of all Transferred IP that is Registered IP, in respect of each such item of Registered IP, including the current owner and, the jurisdiction in which each item has been registered or filed and the applicable registration, application or serial number or similar identifier, the filing date, and applicable issuance, registration or grant date. With respect to each item of Transferred IP that is Registered IP: (i) all necessary registration, maintenance and renewal fees and taxes have been paid, and all necessary documents and certificates have been filed with the Canadian Intellectual Property Office or other relevant authorities in Canada or other foreign jurisdictions, as the case may be, for the purposes of registering, maintaining and renewing, as applicable, and maintaining in full force and effect, such Intellectual Property Rights; (ii) each such item is currently in compliance with formal legal requirements (including payment of filing fees); and (iii) each such item is not subject to any late unpaid registration, maintenance or renewal fees. Seller has made available to Buyer, complete and accurate copies of all unpublished applications of Transferred IP that constitutes Registered IP and material correspondence with any Governmental Authority related to such unpublished applications filed or received by Seller. Each item of Registered IP included in the Transferred IP is subsisting, valid and enforceable. For purposes of the foregoing sentence, "subsisting, valid and enforceable" with respect to applications shall mean that the application for the registration of the Transferred Intellectual Property has been properly filed and is pending, and that such application or registration is true and complete.

(b) Seller exclusively owns all Transferred IP. No licenses, covenants not to sue, or other similar rights (i) under the Transferred Patents have been granted to any Person; (ii) under the Transferred IP have been granted exclusively to any Person.

(c) There is not currently pending, and during the eight (8) years prior to the date of this Agreement there has not been, any Action filed by any Third Party challenging the use, ownership, validity, enforceability or registrability of any Transferred IP or Licensed IP.

(d) No Actions have been brought or threatened against any Person by Seller during the eight (8) years prior to the date of this Agreement, alleging that a Person is infringing, misappropriating or otherwise violating or is engaged in the unauthorized use of, any Transferred IP.

(e) None of Rashid, any employees or consultants, or outside intellectual property counsel of Seller has received written notice from any Person during the last eight (8) years prior to the

date of this Agreement, (A) claiming that the operation of the Diagnostic Business, or any Transferred Technology related to the operation of the Diagnostic Business, or the use, sale, import, export or manufacture of Diagnostic Products infringes, misappropriates or otherwise violates or constitutes the unauthorized use of any Intellectual Property Rights of any Person or (B) demanding or offering to license to Seller any Intellectual Property Rights in connection with the Diagnostic Business. No item of Transferred IP or Licensed IP is subject to any outstanding Order or settlement agreement or stipulation in litigation that restricts in any manner the use, provision, transfer, assignment or licensing thereof by Seller, or that may affect the validity, use, ownership, registrability or enforceability of such Transferred IP.

(f) Neither (i) the operation of the Diagnostic Business as conducted as of the date hereof, including the use of the Transferred Technology in existence as of the date hereof and as used by Seller as of the date hereof, nor (ii) the use, sale, import, export and manufacture of the Diagnostic Products infringes, misappropriates or otherwise violates or constitutes the unauthorized use of any Other IP owned by any Person, and such conduct will not constitute infringement, misappropriation or other violation of such Other IP of any Person when conducted by Buyer in the same manner post-Closing.

(g) No item of Transferred IP is subject to any outstanding Order or settlement agreement or stipulation in litigation that restricts in any manner the use, provision, transfer, assignment or licensing thereof by Seller or that may affect the validity, use, ownership, registrability or enforceability of such Transferred IP.

(h) Seller has and enforces a policy requiring each Employee engaged in research and development to execute an invention assignment agreement and a confidentiality agreement containing proprietary information, confidentiality and assignment provisions that provide for (i) the non-disclosure by such Person of any of Seller's confidential information relating to the Diagnostic Business, (ii) the assignment by such Person to Seller of full legal and beneficial title to all contributions, new improvements, inventions and Intellectual Property Rights arising out of such Person's employment or consulting relationship by Seller and (iii) a waiver of all moral rights in all copyrighted works, which forms have been, or will be provided to Buyer prior to Closing. No Employee has made any assertions with respect to any alleged ownership or rights in any Transferred IP. None of the Employees' work for Seller has been in any way performed in breach of such Employees' obligations to any Person, including any confidentiality or Intellectual Property Rights transfer obligations, and there is no reasonable basis for any Person to claim rights to any Transferred IP as work for hire or otherwise in connection with any work done by an Employee or consultant for such Person at any time.

(i) Except as set forth in Schedule 5.12(i), no government funding, facilities or resources of a Governmental Authority, university, college, or other educational institution or research center was used in the development of any Diagnostic Product within eight (8) years prior to the date of this Agreement. No Governmental Authority, university, college, or other educational institution or research center has any claim or right in or to any Transferred Technology or Diagnostic Product or Transferred Inventory. To the Knowledge of Seller, no Person (including any current or former Employee of Seller), who was involved in, or who contributed to, the creation or development of any Diagnostic Product or Transferred Technology, has performed services for a Governmental Authority, university, college, or other educational institution or research center during a period of time during which such Person was also performing services for Seller.

(j) Neither the execution, delivery or performance of this Agreement nor the consummation of the Transaction Agreements, nor the assignment of the Transferred Contracts (assuming that all consents listed on Schedule 2.6(b) are obtained), will, with or without notice or lapse of time, result in: (i) a loss of any Transferred IP or Licensed IP that would adversely affect Buyer's rights to use the Transferred IP or Licensed IP; (ii) any encumbrance on any Transferred IP; (iii) a payment or increased royalty or an obligation to offer any discount or be bound by any "most favored royalty" or "most favored pricing" terms under any Transferred Contract; or (iv) pursuant to any Contract, other than a Transferred Contract, to which any Seller or any of its Subsidiaries is a party, the grant, assignment or transfer to any other Person of any license or other right or interest in, under, or with respect to, any

Transferred IP. Following the Closing, all Transferred IP will be fully transferable, alienable or licensable by Buyer without restriction and without payment of any kind to any third party.

(k) Seller has used commercially reasonable efforts to maintain, protect and preserve the confidentiality of all confidential information and trade secrets included within the Transferred Technology. There has been no unauthorized disclosure by any Person of any such confidential information and trade secrets.

5.13 Contracts

(a) Schedule 1.1(bbb) sets forth a complete and accurate list of all of the Transferred Contracts.

(b) Seller has made available to Buyer true and correct copies of all Transferred Contracts (including all amendments, supplements and other modifications thereto) as in effect on the date hereof. Each Transferred Contract is a valid and binding agreement of Seller and is in full force and effect in accordance with its terms. Seller has not violated or breached in any material respect, nor has Seller committed any material default under, any Transferred Contract, which remains uncured, and no other Person has violated or breached in any material respect, or committed any material default under, any Transferred Contract which remains uncured. Assuming that all consents set forth on Schedule 2.6(b) are obtained, no event has occurred, and no circumstance or condition exists, that (with or without notice or lapse of time) will, or could reasonably be expected to: (i) result in a material violation or material breach of any of the provisions of any Transferred Contract; (ii) give any Person the right to declare a default or exercise any remedy under any Transferred Contract; (iii) give any Person the right to accelerate the maturity or performance of any Transferred Contract; or (iv) give any Person the right to cancel, terminate or modify any Transferred Contract. Seller has not received any written notice or other communication regarding any actual or possible material violation or material breach of, or material default under, any Transferred Contract, which remains uncured. Seller has not waived any of its respective material rights under any Transferred Contract.

5.14 Employee Matters

(a) Seller has at all times been, in compliance in all material respects with all Laws restricting employment, including all applicable federal, state, provincial, local and foreign Laws concerning discrimination and equal opportunity in employment, wages, hours and working conditions of employment, meal and rest periods, vacations and vacation pay, leaves of absence, employee privacy, worker classification (including the proper classification of workers as exempt from overtime, or independent contractors and consultants), payment of wages (including overtime wages), workers' compensation, occupational safety and health, workers' hazardous materials, workplace safety and insurance, layoffs, immigration and employment practices, the payment of social security, employment insurance, statutory deductions and withholdings, and Taxes, and all reporting and recordkeeping related thereto, that are applicable to the Diagnostic Business, any of the Transferred Assets or the Assumed Liabilities. No event has occurred, and no condition or circumstance exists, that will (with or without notice or lapse of time), constitute or result in a material violation by Seller, or a material failure on the part of Seller to comply with, any Laws respecting employment that are applicable to the Diagnostic Business, any of the Transferred Assets or the Assumed Liabilities.

(b) The Closing will not give rise to the payment of any material remuneration, payments or benefits or any enhancements or accelerations thereof to any Key Individual whether in accordance with the standard terms and conditions of employment or service of such Key Individual or otherwise, except for such payments as are required by applicable Law.

(c) Except as would not reasonably be expected to result in a Liability to Buyer, Seller has paid or provided when due all remuneration earned or due to Key Individuals, including, without limitation, all wages, salary, commissions, bonuses, vested grants of stock options, vacation pay,

statutory holiday pay, expenses and, in respect of Key Individuals in Canada, all amounts that would constitute “wages” under the Employment Standards Act (B.C.) (collectively, “Wages”).

5.15 Legal Proceedings

(a) There is no Action, condemnation or expropriation pending, or to the Knowledge of Seller, threatened against or affecting Seller that relates to the Diagnostic Business or any of the Transferred Assets, or that challenges, or that may have the effect of preventing, delaying, making illegal or otherwise interfering with, the Transactions or any other transaction contemplated by this Agreement or any other Transaction Agreement. No event has occurred, and no claim, dispute or other condition or circumstance exists, that will or would reasonably be expected to, give rise to or serve as a basis for the commencement of any such Action. There is no inquiry or investigation pending or threatened by or before a Governmental Authority against or affecting the Diagnostic Business or any of the Transferred Assets.

(b) There is no Order to which Seller is subject that affects the Diagnostic Business, any of the Transferred Assets or any of the Transferred Inventory.

5.16 Compliance with Laws; Permits

(a) Seller has, and has at all times been, in compliance in all material respects with each Law that is applicable to the Diagnostic Business and any of the Transferred Assets, or the Assumed Liabilities. No event has occurred, and no condition or circumstance exists, that will (with or without notice or lapse of time) constitute or result in a material violation by any Seller of, or a material failure on the part of it to comply with, any Law that is applicable to the Diagnostic Business, any of the Transferred Assets, or the Assumed Liabilities. Seller has not received any written notice from any Person regarding any actual or possible material violation of, or material failure to comply with, any Law that is applicable to the Diagnostic Business, any of the Transferred Assets, or the Assumed Liabilities.

(b) All material Permits pursuant to which Seller currently leases, operates or holds any interest in any Transferred Assets, and such Permits required to permit Seller to operate or conduct the Diagnostic Business have been disclosed to Buyer. All Transferred Permits are in full force and effect. Seller is and has at all times been, in compliance in all material respects with each Transferred Permit. Seller has not received any written notice or other communication from any Governmental Authority regarding: (i) any actual or possible material violation of or material failure to comply with any term or requirement of any Transferred Permit; or (ii) any actual or possible revocation, withdrawal, suspension, cancellation, termination or modification of any Transferred Permit.

5.17 Brokerage Fees. Seller has not incurred any Liabilities for any brokerage, finder, investment banking or other similar fees, commissions or expenses in connection with the Transactions, except for such fees, commissions and expenses of which will be paid by Seller.

5.18 Related Party Transactions. (a) No Related Party has, and no Related Party has had, any interest in any material asset used in or otherwise relating to the Diagnostic Business; (b) no Related Party has entered into, or has had any financial interest in, any material Contract, transaction or business dealing or involving the Diagnostic Business; and (c) no Related Party is competing with the Diagnostic Business. As used herein, “Related Party” shall mean: (i) each individual who is an officer or director of Seller; (ii) each member of the immediate family of each of the individuals referred to in clause (ii) above; and (iii) any trust or other Person in which any one of the Persons referred to in clauses (i) and (ii) above holds (or in which more than one of such Persons collectively hold), beneficially or otherwise, a material voting, proprietary or equity interest.

5.19 Anticorruption. Seller has not, nor any of their respective officers, directors, Employees, stockholders, agents or representatives, nor any Person associated with or acting for or on behalf of any Seller, have directly or indirectly (a) made, offered, or attempted to make any contribution, gift, bribe,

rebate, payoff, influence payment, kickback, any other payment, or provided anything of value to any Person, private or public (including foreign public officials), regardless of what form, whether in money, property, or services: (i) to obtain or retain business or favorable treatment for business, (ii) or to direct business to another, (iii) to obtain special concessions or for special concessions already obtained, or (iv) in violation of any requirement of applicable anticorruption and anti-bribery laws, or (b) established or maintained any fund or asset outside of a Seller's normal business books and records.

5.20 Books and Records. Seller has made and kept (and provided Buyer reasonable access to) all Transferred Books and Records, which, in reasonable detail, accurately and fairly reflect the activities of the Diagnostic Business. Seller has not engaged in any transaction in connection with the Diagnostic Business, except as reflected in its normally maintained books and records of Seller. The Transferred Books and Records have been maintained in accordance with sound business practices.

5.21 Complete Copies of Materials. Seller has made available to Buyer true, correct and complete copies (or with respect to oral agreements, written summaries of the same) of each Transferred Contract.

ARTICLE 6 REPRESENTATIONS AND WARRANTIES OF BUYERS

Buyer hereby represents and warrants to Seller as follows:

6.1 Organization and Good Standing. Buyer is a corporation duly organized, validly existing and in good standing under the Laws of the jurisdiction of its formation.

6.2 Authority and Enforceability.

(a) Buyer has all necessary corporate power and authority to execute and deliver this Agreement, the other Transaction Agreements to which such Buyer is or will be a party and each certificate and other instrument required by this Agreement or any other Transaction Agreements to be executed and delivered by Buyer pursuant hereto or thereto, to perform their obligations hereunder and thereunder and to consummate the Transactions and the other transactions contemplated hereby and thereby. The execution, delivery and performance by Buyer of this Agreement, the other Transaction Agreements to which Buyer is or will be a party and each certificate and other instrument required to be executed and delivered by Buyer pursuant hereto or thereto, the performance by Buyer of its obligations hereunder and thereunder and the consummation by Buyer of the Transactions and the other transactions contemplated hereby and thereby, have been duly and validly authorized by all necessary corporate action on the part of Buyer. The board of directors of Buyer have approved this Agreement, the other Transaction Agreements to which Buyer is or will be a party and the Transactions and the other transactions contemplated hereby and thereby, and no other corporate proceedings on the part of Buyer or any of its Subsidiaries are necessary to authorize this Agreement or any other Transaction Agreements to which Buyer is or will be a party or to consummate the Transactions on the terms set forth herein and therein.

(b) This Agreement, the other Transaction Agreements to which Buyer is or will be a party and each certificate and other instrument required to be executed and delivered by Buyer pursuant hereto or thereto has been (or will be) duly and validly executed and delivered by Buyer and, assuming the due authorization, execution and delivery by Seller, constitutes (or will constitute) a legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its respective terms, subject in each case to bankruptcy, insolvency, reorganization or other similar Laws of general application affecting the rights and remedies of creditors, and to general principles of equity.

6.3 Governmental Approvals. No Governmental Approvals are required on the part of Buyer in connection with the execution and delivery of this Agreement, any other Transaction Agreements to which Buyer is or will be a party or any certificate and other instrument required to be executed and

delivered by Buyer pursuant hereto or thereto, the performance by Buyer of its obligations hereunder or thereunder or the consummation of the Transactions or any other transactions contemplated hereby or thereby, except for filings or reports required under, and compliance with, applicable federal U.S. Securities Laws and the Securities Act (British Columbia), the Securities Act (Alberta) and the Securities Act (Ontario).

6.4 Conflicts. The execution and delivery by Buyer of this Agreement, the other Transaction Agreements to which Buyer is or will be a party and each certificate and other instrument required to be executed and delivered by Buyer pursuant hereto or thereto, the performance by Buyer of its obligations hereunder and thereunder and the consummation by Buyer of the Transactions and the other transactions contemplated hereby and thereby do not and will not (a) conflict with or violate the certificate of incorporation or bylaws (or other comparable organization documents) of Buyer, (b) conflict with, result in a breach of, constitute (with or without due notice or lapse of time or both) a default under, result in the acceleration of any obligations under, create in any party the right to accelerate, terminate, modify or cancel, or require any notice, consent or waiver under, or result in the loss of any benefit to which Buyer is entitled under, any Contract to which Buyer is a party or by which Buyer is bound or to which its assets are subject, or (c) violate any Law applicable to Buyer or any of its properties or assets.

6.5 Brokers and Finders. Buyer has not incurred any Liabilities for any brokerage, finder, investment banking or other similar fees, commissions or expenses in connection with the Transactions, except for such fees, commissions and expenses of which will be paid by Buyer.

ARTICLE 7 INTERIM CONDUCT OF DIAGNOSTIC BUSINESS

7.1 Conduct of Diagnostic Business. Except as expressly contemplated by this Agreement, or as Buyer may otherwise consent in writing (which consent will not be unreasonably withheld, delayed or conditioned), at all times from the date hereof until the earlier to occur of the Closing and the valid termination of this Agreement in accordance with the terms hereof, Seller shall:

(a) operate the Diagnostic Business in the usual, regular and ordinary course in substantially the same manner as heretofore conducted;

(b) take all commercially reasonable steps to preserve and protect the Transferred Tangible Property in the condition it existed as of the date of this Agreement, ordinary wear and tear excepted, and in the event of any damage to or destruction of any of the Transferred Assets prior to the Closing, at Seller's sole option, replace, repair or restore such Transferred Assets;

(c) comply with all requirements of Law, Orders and contractual obligations applicable to the operation of the Diagnostic Business;

(d) use commercially reasonable efforts to (i) preserve intact the Diagnostic Business, (ii) keep available the services of the Diagnostic Business's officers, Employees and agents and (iii) maintain the Diagnostic Business's current relations and goodwill with suppliers, customers, distributors, licensors, licensees, landlords, creditors, Employees, agents and others having business relationships with the Diagnostic Business, including by promptly paying all amounts owing to such Persons that arise out of the Diagnostic Business as and when such amounts are due, other than amounts being disputed in good faith;

(e) continue in full force and effect all insurance coverage pertaining to the Diagnostic Business and the Transferred Assets that are in effect as of the date hereof;

(f) maintain the Transferred Books and Records in the ordinary course of business consistent with past practice; and

(g) file new Patent applications on inventions arising from the development of the Diagnostic Products or the operation of the Diagnostic Business in the ordinary course of business consistent with past practice (and to not delay any such filings in order to avoid such Patent application from becoming an Transferred Asset).

7.2 Restrictions on Diagnostic Business. Except as expressly contemplated by this Agreement, or as Buyer may otherwise consent in writing (which consent, will not be unreasonably withheld, delayed or conditioned), at all times from the date hereof until the earlier to occur of the Closing and the valid termination of this Agreement in accordance with the terms hereof, Seller shall not take any of the following actions with respect to the Diagnostic Business, the Transferred Assets, or the Assumed Liabilities:

(a) modify or amend in any material respect or terminate any Transferred Contract, Transferred Lease or Transferred Permit, other than pursuant to the expiration of a Transferred Contract, Transferred Lease or Transferred Permit in accordance with its terms;

(b) sell, lease, license, transfer or otherwise dispose of or encumber any Transferred Assets, or grant or otherwise create or consent to the creation of any Lien affecting any Transferred Assets, or any part thereof;

(c) make or change any Tax election that would affect the Transferred Assets;

(d) abandon, fail to respond to any intellectual property office action, or permit to lapse any Transferred IP (other than Patents expiring at the end of their statutory terms (and not as a result of any act or omission by Seller, including a failure by Seller to pay any required registration or maintenance fees));

(e) compromise, settle or waive any material claims or rights of the Diagnostic Business which would be prejudicial against Buyer;

(f) enter into any settlement of, or cease to defend, any pending or threatened Actions that relate to the Diagnostic Business or the Transferred Assets;

(g) commence any Action relating to the Diagnostic Business or the Transferred Assets without the consultation and consent of the Buyer prior to filing such litigation; or

(h) transfer any Transferred Tangible Property which is located at the Richmond Location to another location.

ARTICLE 8 COVENANTS OF PARTIES

8.1 Reasonable Best Efforts. On the terms and subject to the conditions set forth in this Agreement, each Party shall use its reasonable best efforts to take promptly, or cause to be taken promptly, all actions, and to do promptly, or cause to be done promptly, all things necessary, proper or advisable under applicable Laws to consummate and make effective, in the most expeditious manner practicable, the Transactions and the other transactions contemplated by this Agreement and the other Transaction Agreements, including using reasonable best efforts to (a) cause the conditions precedent set forth in Section 4.3 to be satisfied as soon as practicable after the date hereof, (b) obtain all necessary actions or non-actions, waivers, consents, approvals, Orders and authorizations from Governmental Authorities, making all necessary registrations, declarations and filings (including registrations, declarations and filings with Governmental Authorities, if any), and (c) prepare, execute and deliver any additional certificates and other instruments that are necessary or required to consummate the Transactions and to fully carry out the purpose and intent of this Agreement and the other Transaction Agreements.

8.2 Permits. Without limiting the generality of the foregoing provisions of Section 8.1, on the terms and subject to the conditions set forth in this Agreement, Buyer and Seller shall use their reasonable best efforts to take promptly, or cause to be taken promptly, all actions, and to do promptly, or cause to be done promptly, all things necessary, proper or advisable under applicable Laws to obtain consents to the Transferred Permits, so as to enable Buyer to own and operate the Diagnostic Business on the Closing Date after the Closing in the same manner in which Seller operated the Diagnostic Business on the date hereof and on the Closing Date before the Closing.

8.3 Access to Information.

(a) During the period from the date hereof and prior to the earlier of the Closing or the termination of this Agreement, except as otherwise prohibited by applicable Law (it being understood and agreed that the Parties shall use their commercially reasonable efforts to cause any information that is withheld pursuant to applicable Law to be provided or made available in a manner that is not prohibited by applicable Law), Seller shall afford Buyer and their accountants, counsel and other representatives, reasonable access to all of the assets, properties, books and records, Contracts, Permits, commitments, documents, information and personnel of Seller that are related to the Diagnostic Business, as Buyer may reasonably request. No information or knowledge obtained by Buyer in any investigation conducted pursuant to this Section 8.3(a) shall be deemed to affect or modify, amend or supplement any representation or warranty set forth herein, or the conditions to the obligations of the Parties to consummate the Transactions in accordance with the terms and conditions hereof, or the remedies available to the Parties hereunder.

(b) From and after the Closing, Seller shall provide Buyer and their representatives with reasonable access (with the right to make copies), to the books and records of Seller related to the Diagnostic Business as Buyer may reasonably request.

8.4 Notification of Certain Matters.

(a) Seller or Covenantor shall promptly notify Buyer of (i) the occurrence or non-occurrence of any event that would reasonably be expected to cause any representation or warranty of Seller or Covenantor set forth in this Agreement to be untrue or inaccurate in any material respect at or prior to the Closing, (ii) any failure of Seller to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by it hereunder in any material respect, and (iii) the occurrence or failure of any event, that, individually or in the aggregate, results in or would reasonably be expected to result in, a Business Material Adverse Effect.

(b) The delivery of any notice pursuant to this Section 8.4 shall not be deemed to affect or modify, amend or supplement any representation or warranty set forth herein, or the conditions to the obligations of the Parties to consummate the Transactions in accordance with the terms and conditions hereof, or the remedies available to the Parties hereunder.

8.5 Confidentiality.

(a) Buyer, Seller and Covenantors acknowledge and agree that the existence of this Agreement (including the Schedules and Exhibits) and the other Transaction Agreements, and the terms and conditions hereof and thereof, shall constitute "Confidential Information" of the Parties.

(b) The terms and conditions of this Agreement shall be maintained in strict confidence by each of the Parties from and after the date of this Agreement with the same degree of care as it maintains its own confidential and proprietary information and shall not be, without the prior written consent of the other Party, which consent shall not be unreasonably withheld, published, disseminated or disclosed to any Third Party nor used by such Party for any purpose except to the extent necessary for the performance of this Agreement.

(c) Without limitation to the foregoing, Buyer and Seller shall consult with each other before issuing any press release or otherwise making any public statements with respect to this Agreement, the other Party's name or the transactions contemplated hereby and neither Purchasers nor Seller shall issue any such press release or make any such public statement without having first submitted a draft thereof to the other Party. The issuance thereof shall not be made without the prior written approval of the other Party (such approval not to be unreasonably withheld).

(d) However, the approval by the other Party shall be unnecessary if the disclosing Party is subject to a requirement of applicable Law or by the applicable rules of any stock exchange to disclose the existence and terms of this Agreement, or if such disclosure is necessary, as in the reasonable opinion of the disclosing Party's counsel, in order to implement the provisions of this Agreement. In such event, the disclosing Party shall notify without delay the other Party and provide the other Party with a copy of the contemplated disclosure prior to submission or release as the case may be, unless notifying is impracticable due to circumstances beyond the Party's control. The other Party may provide comments to the submission or release and the disclosing Party shall in such case take into consideration all such reasonable comments. Unless otherwise agreed with the other Party, the disclosing Party shall only disclose such information that is needed to comply with applicable Law or stock exchange rules.

(e) From and after the date of this Agreement, Seller shall not, and shall cause its respective officers, employees, and directors not to, directly or indirectly, disclose, reveal, divulge or communicate to any Person other than authorized officers, directors and employees of Purchasers or use or otherwise exploit for their own benefit or for the benefit of anyone other than Purchasers, any Confidential Information. Seller and its officers, directors, Employees and Affiliates shall not have any obligation to keep confidential any Confidential Information if and to the extent disclosure thereof is specifically required by Law or stock exchange rules; provided, however, that in the event disclosure is required by applicable Law or stock exchange rules, Seller shall, to the extent reasonably possible, provide Purchasers with prompt notice of such requirement prior to making any disclosure so that Purchasers may seek an appropriate protective order. For purposes of this Section 8.5, "Confidential Information" shall also include any information with respect to the Business, including methods of operation, customers, customer lists, products, prices, fees, costs, inventions, Transferred Assets, marketing methods, plans, personnel, suppliers, competitors, markets or other specialized information or proprietary matters; provided, that Confidential Information does not include, and there shall be no obligation hereunder with respect to, information that (i) is generally available to the public on the date of this Agreement or (ii) becomes generally available to the public other than as a result of a disclosure not otherwise permissible hereunder.

8.6 Exclusivity. Seller shall not, and their respective Affiliates, representatives, officers, Employees, directors and agents not to, directly or indirectly, (a) solicit, initiate, consider, entertain, encourage or accept the submission of any proposal or offer from any Person (other than Buyer in connection with the Transactions) relating to the acquisition of the Diagnostic Business as a separate and stand-alone acquisition or any portion of the Transferred Assets as separate and distinct from the other assets of the Seller, (b) participate in any discussions or negotiations (and as of the date hereof, Seller shall immediately cease any discussions or negotiations that are ongoing) regarding, furnish any information with respect to, assist or participate in, or facilitate in any other manner any effort or attempt by any Third Party to do or seek any of the foregoing, or (c) furnish any Confidential Information regarding the Diagnostic Business or the Transferred Assets to any Third Party that is seeking to make, or has made, any such proposal or offer. Seller will notify Buyer promptly, and in any event within twenty-four (24) hours, if any Third Party makes any proposal, offer, inquiry or contact with respect to any acquisition of the Diagnostic Business as a separate and stand-alone acquisition or any portion of the Transferred Assets as separate and distinct from the other assets of the Seller. Seller shall be deemed to have breached the terms of this Section 8.6 if any of their respective Affiliates, representatives, officers, Employees, directors or agents takes any action, whether in his or her capacity as such or in any other capacity, that is prohibited by this Section 8.6.

8.7 Record Retention. Each Party agrees that for a period of not less than six (6) years following the Closing Date, it shall not destroy or otherwise dispose of any of the books and records relating to the Transferred Assets or the Assumed Liabilities in its possession with respect to periods prior to the Closing. Each Party shall have the right to destroy all or part of such books and records after the sixth (6th) anniversary of the Closing Date or, at an earlier time by giving each other party hereto twenty (20) days' prior written notice of such intended disposition and by offering to deliver to the other party, at the other Party's expense, custody of such books and records as such first party may intend to destroy.

8.8 Back License. The Parties shall use reasonable best efforts to complete, as promptly as practicable following the Closing, the completion of a Back-License Agreement relating to certain Transferred Patents and the Transferred Trademarks to be used under non-exclusive license by the Therapeutic Business solely for continued research purposes.

8.9 Business Relationships; Payments.

(a) Seller shall provide reasonable cooperation at the expense of, and upon the written request of, Buyer to assist in the transition of the business relationships of the Diagnostic Business existing prior to the Closing, including relationships with patients, customers, suppliers and others.

(b) After the Closing, Seller shall, as promptly as practicable, deliver, and if necessary endorse over to Buyer, any cash, checks or other instruments of payment Seller receives that relate to the Transferred Assets, the Assumed Liabilities or the Diagnostic Business to which Buyer is entitled and shall hold such cash, checks or other instruments of payment in trust for Buyer until such delivery.

8.10 Cooperation Regarding Intellectual Property Matters. Following the Closing, Buyer will have the right, but not the obligation to prosecute, license, and enforce the Transferred Patents, and Seller will have the right, but not the obligation to prosecute, license, and enforce all Retained Patents. However, (a) upon Buyer's reasonable request and at no charge to Buyer, Seller will reasonably cooperate with and assist Buyer in connection with (i) the prosecution, licensing, and enforcement of the Transferred Patents and defending against any patents asserted against Buyer with respect to the Diagnostic Business, and (ii) Third-Party licensing arrangements, including making reasonably available to Buyer, upon reasonable advance notice, any Employees retained by Seller, and (b) upon Seller's reasonable request and at no charge to Seller, Buyer will reasonably cooperate with and assist Seller in connection with (i) the prosecution, licensing, and enforcement of the Retained Patents and defending against any patents asserted against Seller with respect to the Diagnostic Business and/or the Therapeutic Business, and (ii) Third-Party licensing arrangements, including making reasonably available to Seller, upon reasonable advance notice, any Key Individuals. The obligations of Seller, on the one hand, and Buyer, on the other hand, to reasonably cooperate with and assist the other under this Section 8.10 are intended by the Parties to be reasonably equal.

ARTICLE 9 EMPLOYEE MATTERS

9.1 Key Individuals. Following Closing, Buyer shall extend a written offer of employment or service to each Key Individual. Seller shall have the right to review each offer of employment or service made pursuant to this section prior to it being sent to any Key Individual. If Buyer, on the one hand, or Seller, on the other hand, reasonably believes in good faith that a Key Individual intends to leave the employ or service of Buyer shortly after Closing, then such party shall promptly notify the other party of such fact. Seller shall provide all reasonable assistance to Buyer in connection with the offers of employment or service to the Key Individuals contemplated by this section.

9.2 Seller's Payment of Pre-Closing Wages. Seller shall pay all Wages earned or owing up to the Closing Date in respect of all Key Individuals at or no later than thirty (30) days following the Closing Date. Without limiting the generality of the foregoing, Seller, shall pay or provide to any

applicable Key Individual all earned but untaken vacation pay, contributions to benefit plans, and all commissions, bonus and vested restricted stock units properly earned up to the Closing Date.

ARTICLE 10 TAX MATTERS

10.1 Transfer Taxes. All sales, use, transfer, value-added, goods and services, recording, ad valorem, privilege, documentary, gains, gross receipts, registration, conveyance, excise, license, stamp, duties or similar Taxes and fees ("Transfer Taxes") assessed in connection with the transfer of the Transferred Assets pursuant to this Agreement, and that is not recoverable, shall be borne one half by the Buyer and one half by the Seller. The Party responsible for filing shall prepare any Tax Returns that must be filed in connection with such Transfer Taxes at its own expense. The Parties shall make reasonable best efforts to cooperate to the extent necessary to obtain any such exemption or reduction of Transfer Taxes incurred in connection with this Agreement and the transactions contemplated herein. Buyer shall pay to Seller or Seller shall pay to Buyer, as applicable, half of any such Transfer Taxes actually recovered by such Party.

10.2 Records. (a) after the Closing Date, Buyer, on the one hand, and Seller, on the other hand, will make available to the other, as reasonably requested, all information, records or documents relating to Liability for Taxes with respect to the Transferred Assets, the Assumed Liabilities, or the Diagnostic Business for all periods prior to the Closing Date, and will preserve such information, records or documents until the expiration of any applicable statute of limitations or extensions thereof, and (b) in the event that any Party needs access to records in the possession of a second Party relating to any of the Transferred Assets, the Assumed Liabilities or the Diagnostic Business for purposes of preparing Tax Returns or complying with any Tax audit request, subpoena or other investigative demand by any Tax Authority, or for any other legitimate Tax-related purpose not injurious to the second Party, the second Party will allow representatives of the other Party access to such records during regular business hours at the second Party's place of business for the sole purpose of obtaining information for use as aforesaid and will permit such other Party to make extracts and copies thereof as may be necessary or convenient.

ARTICLE 11 PRE-CLOSING TERMINATION

11.1 Pre-Closing Termination. Subject to the terms of Section 11.2, this Agreement may be terminated and the Transactions abandoned at any time prior to the Closing:

- (a) by mutual written agreement of Buyer and Seller;
- (b) by either Buyer, on the one hand, or Seller, on the other hand, if the Closing shall not have occurred on or before 11:59 p.m. (Pacific time) on the date which is ninety (90) days following the date hereof; *provided, however*, that the right to terminate this Agreement under this Section 11.1(b) shall not be available to any Party whose action or failure to act has been a principal cause of, or resulted in, the failure of the Transactions to occur on or before such date and such action or failure to act constitutes a breach of this Agreement;
- (c) by either Buyer, on the one hand, or Seller, on the other hand, if:
 - (i) a Governmental Authority shall have enacted, issued or promulgated a Law that has the effect of rendering the Transactions illegal; or
 - (ii) a Governmental Authority shall have issued an Order prohibiting the Transactions that has become final and non-appealable;
- (d) by Buyer (provided that Buyer is not then in material breach of this Agreement), if there has been a material breach of any representation, warranty, covenant or agreement

of Seller set forth in this Agreement such that the conditions set forth in Section 4.3(b)(i), (ii), (v) or (viii) would not be satisfied at such time and such breach has not been cured within twenty (20) Business Days after written notice thereof to Seller; or

(e) by Seller (provided that Seller is not then in material breach of this Agreement), if there has been a material breach of any representation, warranty, covenant or agreement of Buyer set forth in this Agreement such that the conditions set forth in Section 4.3(c)(i) or (ii) would not be satisfied at such time and such breach has not been cured within twenty (20) Business Days after written notice thereof to Buyer.

11.2 Effect of Pre-Closing Termination. In the event of the valid termination of this Agreement in accordance with the terms of this Section 11.2, this Agreement shall thereupon and forthwith become void and of no further force or effect whatsoever, and there shall be no liability or obligation on the part of Buyer, Seller, Covenantors or their respective Affiliates or representatives in connection herewith; *provided, however*, that no such termination shall relieve any Party from Liability resulting from or arising out of any intentional breach of such Party's representations, warranties, covenants or agreements set forth herein or impair the right of any Party to compel specific performance by the other Party of its obligations under this Agreement; and *provided further* that the provisions of Section 8.5 (Confidentiality), (Public Statements), this Section 11.2 and Article 13 shall remain in full force and effect and survive any termination of this Agreement under the terms of Section 11.1.

ARTICLE 12 POST-CLOSING INDEMNIFICATION

12.1 Survival of Representations and Warranties.

(a) If the Transactions are consummated, the representations and warranties of Buyer set forth in this Agreement or in any certificate delivered by or on behalf of Buyer pursuant to the terms of this Agreement shall terminate as of the Closing.

(b) If the Transactions are consummated:

(i) the representations and warranties of Seller set forth in this Agreement or in the certificate delivered by or on behalf of Seller pursuant to Section 4.3(b)(iv) (other than the representations and warranties in Section 5.1, 5.3, 5.4, 5.5, 5.11, 5.12, 5.17, and 5.19) shall survive the Closing and remain in full force and effect until 11:59 p.m. (Pacific Time) on the first (1st) anniversary of the Closing Date, at which time such representations and warranties shall terminate;

(ii) the Seller representations and warranties under Section 5.1, 5.3, 5.4, 5.11, 5.17 and 5.19 shall survive the Closing and remain in full force and effect indefinitely;

(iii) the Seller representations and warranties under Section 5.5, and 5.12 shall survive the Closing and remain in full force and effect until 11:59 p.m. (Pacific Time) on the third (3rd) anniversary of the Closing Date;

at which time such representations and warranties shall terminate (the periods referred to in clauses (i), (ii), and (iii), the "Survival Period"); *provided, however*, that in the event that any Buyer Indemnified Party shall deliver a notice of claim to Seller setting forth a claim for indemnification, compensation or reimbursement under this Article 12 in respect of a breach of a representation or warranty of Seller set forth in this Agreement, prior to the expiration of the applicable Survival Period, then such representation or warranty or right shall survive the expiration of the applicable Survival Period and remain in full force and effect solely with respect to such claim until the final resolution thereof.

12.2 Indemnification

(a) Subject to the limitations set forth in this Article 12, from and after the Closing, each of the Seller and Covenantors, shall indemnify and hold harmless Buyer and their respective directors, officers, Employees, Affiliates and other persons who control or are controlled by Buyer, and their respective agents and other representatives (collectively, the "Buyer Indemnified Parties"), from and against, and shall compensate and reimburse the Buyer Indemnified Parties for, any and all Losses suffered or incurred by any of the Buyer Indemnified Parties or to which any of the Buyer Indemnified Parties may otherwise directly or indirectly become subject (regardless of whether or not such Losses relate to any Third Party claim) and which arise directly or indirectly from or as a result of, or are directly or indirectly connected with:

(i) any Excluded Liabilities;

(ii) any breach of or inaccuracy in any of the representations or warranties made by Seller or Covenantors in this Agreement on and as of the date of this Agreement or on and as of the Closing Date with the same force and effect as if made on and as of the Closing Date, or in the certificate delivered by or on behalf of Seller pursuant to Section 4.3(b)(iv);

(iii) any non-fulfillment or breach of any covenant or other agreement of Seller or Covenantors under this Agreement;

(iv) any Action relating to any matter of the type referred to in clauses (i), (ii), or (iii) above (including any Action commenced by any Buyer Indemnified Party for the purpose of enforcing any of its rights under this Article 12).

(b) Subject to the limitations set forth in this Article 12, from and after the Closing, Buyer, shall indemnify and hold harmless Seller and their respective directors, officers, Employees, Affiliates and other persons who control or are controlled by Seller or any of its Subsidiaries, and their respective agents and other representatives (collectively, the "Seller Indemnified Parties"), from and against, and shall compensate and reimburse the Seller Indemnified Parties for, any and all Losses suffered or incurred by any of the Seller Indemnified Parties or to which any of the Seller Indemnified Parties may otherwise directly or indirectly become subject (regardless of whether or not such Losses relate to any Third Party claim) and which arise directly or indirectly from or as a result of, or are directly or indirectly connected with:

(i) any Assumed Liabilities;

(ii) any non-fulfillment or breach of any covenant or other agreement of Buyer under this Agreement; and

(iii) any Action relating to any matter of the type referred to in clauses (i) or (ii) above (including any Action commenced by any Seller Indemnified Party for the purpose of enforcing any of its rights under this Article 12).

(c) Except in the event of fraud, intentional misrepresentation or willful breach, from and after the Closing, the rights of Buyer and Seller to indemnification, compensation or reimbursement under this Agreement shall be the exclusive remedies of the Parties with respect to any breach of, inaccuracy in or nonfulfillment of any representation, warranty, covenant or agreement contained in this Agreement. Notwithstanding the foregoing, the limitations set forth in this Section 12.2(c) shall not apply to any actions to specifically enforce the covenants in this Agreement.

(d) Solely for purposes of determining the amount of Losses suffered by an Indemnified Person as a result of any breach of, inaccuracy in or failure of any representation, warranty, covenant or agreement given or made by Seller that is qualified or limited in scope as to materiality (and,

for clarification, not for any determination of whether a representation, warranty, covenant or agreement has been breached or is inaccurate), such representation, warranty, covenant or agreement shall be deemed to be made or given without such qualification or limitation.

(e) The right to indemnification, compensation or reimbursement will not be affected by any investigation conducted with respect to, or any knowledge acquired (or that could or should have been acquired) at any time, whether before or after the execution and delivery of this Agreement or the Closing Date, with respect to the accuracy of, inaccuracy in or compliance with, any representation, warranty, covenant or agreement or by the waiver of any condition. The waiver of any condition based on the accuracy of any representation or warranty, or on the performance of or compliance with any covenant or agreement, will not affect the right to indemnification, compensation or reimbursement based on any such representation, warranty, covenant or agreement. No Buyer Indemnified Party shall be required to show reliance on any representation, warranty, covenant or other agreement in order for such Buyer Indemnified Party to be entitled to indemnification, compensation or reimbursement hereunder.

12.3 Limitations on Indemnification. Except for claims arising out of fraud, intentional misrepresentation or willful breach, for claims in respect of Assumed Liabilities or Excluded Liabilities, or for claims relating to third-party intellectual property infringement or ownership, in each case the maximum aggregate amount of Losses that the Buyer Indemnified Parties shall be entitled to recover shall be limited to One Million Canadian Dollars (CDN \$1,000,000.00).

All Losses shall be net of any Third-Party insurance proceeds which have been paid in connection with the facts giving rise to the right of indemnification, which proceeds shall be net of any related costs and expenses, including the cost of pursuing any related insurance claims; *provided, however,* that no Indemnified Party shall have any obligation to pursue or recover any insurance claim in connection with any Losses sustained by such Indemnified Party.

12.4 Indemnification Claims.

(a) If an Indemnified Party is of the opinion that it has or may have a right to indemnification, compensation or reimbursement under this Agreement (an "Indemnification Claim"), such Indemnified Party shall so notify the Indemnifying Party in a written notice of claim, prior to the expiration of the applicable Survival Period (if applicable): (i) stating that such Indemnified Party has directly or indirectly suffered or incurred any Losses, or reasonably anticipates that it will directly or indirectly suffer or incur any Losses, for which it is entitled to indemnification, compensation or reimbursement under this Agreement; (ii) a brief description in reasonable detail (to the extent available to such Indemnified Party) of the facts, circumstances or events giving rise to each item of Losses based on such Indemnified Party's good faith belief thereof; and (iii) the basis for indemnification, compensation or reimbursement under this Agreement to which such item of Losses is related.

(b) In the event that the Indemnifying Party shall seek to contest any matter set forth in a notice of claim, the Indemnifying Party shall so notify the Indemnified Party in writing within thirty (30) days after receipt of such notice of claims, which notice shall set forth a brief description in reasonable detail of the Indemnifying Party's basis for objecting to such matter. In the event that the Indemnifying Party shall fail to object to any matter set forth in a notice of claims within the foregoing thirty (30)-day period, the Indemnifying Party shall be deemed to have irrevocably agreed and consented to indemnify, compensate and reimburse the Indemnified Party in respect of such items of Loss pursuant to the terms of this Agreement.

12.5 Third Party Claims. In the event any claim, demand, complaint or Action is instituted by a Third Party against an Indemnified Party which involves or appears reasonably likely to involve an Indemnification Claim hereunder (a "Third Party Claim"), the Indemnified Party shall, promptly after receipt of notice of any such Third Party Claim, notify the Indemnifying Party of the commencement thereof; *provided, however,* that the failure to so notify the Indemnifying Party of the commencement of any such Third Party Claim will relieve the Indemnifying Party from liability in connection therewith only if

and to the extent that such failure caused damages, for which the Indemnified Party is obligated, which are greater than the damages would have been had the Indemnified Party given the Indemnifying Party prompt notice hereunder. Upon receipt of such notice, the Indemnifying Party shall have the right, in its sole discretion, to control the defense or settlement of such Third Party Claim by appointing a recognized and reputable counsel acceptable to the Indemnified Party to be the lead counsel in connection with such defense; *provided* that prior to the Indemnifying Party assuming control of such defense it shall first verify to the Indemnified Party in writing that the Indemnifying Party shall be responsible for all liabilities and obligations relating to such Third Party Claim up to the limitations set forth above. Notwithstanding the foregoing provisions of this Section 12.5:

(a) the Indemnified Party shall be entitled to participate in the defense of such Third Party Claim and to employ counsel of its choice for such purpose; *provided* that the fees and expenses of such separate counsel shall be borne by the Indemnified Party (other than any reasonable fees and expenses of such separate counsel that are incurred prior to the date the Indemnifying Party effectively assumes control of such defense which, notwithstanding the foregoing, shall be borne by the Indemnifying Party, and except that the Indemnifying Party shall pay all of the reasonable fees and expenses of such separate counsel if the Indemnified Party has been advised by counsel that a reasonable likelihood exists of a conflict of interest between the Indemnifying Party and the Indemnified Party);

(b) The Indemnifying Party shall not be entitled to assume control of the defense of any Third Party Claim (unless otherwise agreed to in writing by the Indemnified Party) and shall pay the reasonable fees and expenses of counsel retained by the Indemnified Party if: (i) the claim for indemnification, compensation or reimbursement relates to or arises in connection with any criminal or quasi criminal proceeding, action, indictment, allegation or investigation; (ii) the Indemnified Party reasonably believes an adverse determination with respect to the Third Party Claim would be detrimental to or injure the Indemnified Party's reputation, business, operations or future business prospects in a material respect; (iii) the claim seeks an injunction or equitable relief against the Indemnified Party; (iv) the claim relates to a breach or alleged breach of or inaccuracy or alleged inaccuracy in Section 5.4 (Title) or Section 5.12 (Intellectual Property); or (v) the claim is made by a patient of the Diagnostic Business; *provided that* the Indemnifying Party shall be entitled to participate in (but not control) the defense of such Third Party Claim (and any and all settlement discussions related to such Third Party Claim) and to employ, at its sole expense, separate counsel of its choice to advise the Indemnifying Party for such purpose.

ARTICLE 13 MISCELLANEOUS

13.1 Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered personally, (b) the next Business Day, if sent by a nationally-recognized overnight delivery service (unless the records of the delivery service indicate otherwise), (c) three (3) Business Days after deposit in the postal mail, certified and with proper postage prepaid, addressed as follows; or (d) upon delivery if sent by facsimile during a Business Day (or on the next Business Day if sent by electronic mail or facsimile after the close of normal business hours or on a non-Business Day):

(i) if to Buyer, to:

Luger Minerals Corp.
c/o Suite 1820, 925 West Georgia Street
Vancouver, British Columbia V6C 3L2
Attention: Brian Gusko

with a copy (which shall not constitute notice) to:

Bacchus Law Corporation
Suite 1820, 925 West Georgia Street
Vancouver, British Columbia V6C 3L2
Attention: Penelope Green

(ii) if to Seller, to:

Biomark Technologies Inc.
165 – 10551 Shellbridge Way
Richmond, British Columbia V6X 2W8
Attention: President and CEO

with a copy (which shall not constitute notice) to:

Cameron IP
1401 - 1166 Alberni Steet
Vancouver, British Columbia V6E 3Z3
Attention: Adrian Jorgenson

Any party or other recipient may from time to time change its contact information for purposes of this Agreement by giving notice of such change as provided herein.

13.2 Amendments and Waivers. Subject to applicable Law, any provision of this Agreement may be amended or waived if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each of the Parties, or, in the case of a waiver, by the Party against whom the waiver is to be effective. No course of dealing and no failure or delay on the part of any Party hereto in exercising any right, power or remedy conferred by this Agreement shall operate as a waiver thereof or otherwise prejudice such party's rights, powers and remedies. The failure of any of the Parties to this Agreement to require the performance of a term or obligation under this Agreement or the waiver by any of the Parties to this Agreement of any breach hereunder shall not prevent subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach hereunder. No single or partial exercise of any right, power or remedy conferred by this Agreement shall preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

13.3 Successors and Assigns. All covenants and agreements and other provisions set forth in this Agreement and made by or on behalf of either Party shall bind and inure to the benefit of the successors, heirs and permitted assigns of such party, whether or not so expressed. Neither Party may assign or transfer any of its rights or obligations under this Agreement without the consent in writing of the other Party, except that, without the consent of the other Party: (a) Buyer may assign its rights and obligations hereunder (including their right to purchase the Transferred Assets), in whole or in part, to any Affiliate, and (b) either Party may assign their rights and obligations pursuant to this Agreement, in whole or in part, to an entity that succeeds to all or substantially all of the business of such Party (whether by sale of stock, sale of assets, merger, recapitalization, business combination or otherwise).

13.4 Severability. In the event that any one or more of the provisions of this Agreement is held invalid, illegal or unenforceable in any respect for any reason in any jurisdiction, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions hereof shall not be in any way impaired or affected (so long as the economic or legal substance of the Transactions is not affected in any manner materially adverse to any party), it being intended that each Parties' rights and privileges shall be enforceable to the fullest extent permitted by applicable Law, and any such invalidity, illegality and unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction (so long as the economic or legal substance of the Transactions is not affected in any manner materially adverse to any party).

13.5 Expenses. Except as otherwise provided herein, each of Seller, on the one hand, and Buyer, on the other hand, shall pay all of their own respective fees, costs and expenses (including fees, costs and expenses of legal counsel, investment bankers, brokers and other representatives and consultants) incurred in connection with the negotiation of this Agreement, the performance of its obligations hereunder and thereunder and the consummation of the Transactions. Losses suffered by a Party for a breach of this Agreement shall in no way be limited by the amounts described in this Section 13.5.

13.6 Specific Performance. The Parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the Parties shall be entitled to an injunction or injunctions (without proof of damages) to prevent actual or threatened breaches of this Agreement and to enforce specifically the terms and provisions hereof, this being in addition to any other remedy to which they are entitled at law or in equity and the Parties hereby agree to waive any requirements for posting a bond in connection with any such action.

13.7 Other Remedies. Except to the extent set forth otherwise herein, any and all remedies herein expressly conferred upon a party will be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by law or equity upon such Party, and the exercise by a Party of any one remedy will not preclude the exercise of any other remedy.

13.8 No Third Party Beneficiaries. Except as specifically set forth or referred to herein, nothing herein expressed or implied is intended or shall be construed to confer upon or give to any Person any rights or remedies under or by reason of this Agreement or any other certificate, document, instrument or agreement executed in connection herewith nor be relied upon other than the Parties hereto and their permitted successors or assigns. The representations and warranties in this Agreement are the product of negotiations among the Parties and are for the sole benefit of the Parties in accordance with and subject to the terms and conditions of this Agreement, and are not necessarily intended as characterization of actual facts or circumstances as of the date of this Agreement or as of any earlier date.

13.9 Entire Agreement. This Agreement, and all Schedules and Exhibits to this Agreement, and all other agreements referred to herein is complete, and all promises, representations, understandings, warranties and agreements with reference to the subject matter hereof, and all inducements to the making of this Agreement relied upon by all the Parties hereto, have been expressed herein or in such Schedules and Exhibits or such other agreements, and this Agreement, including such Schedules and Exhibits and such other agreements supersedes any prior understandings, agreements or representations by or among the Parties, written or oral, to the extent that they related in any way to the subject matter hereof.

13.10 Governing Law. This Agreement, including the validity hereof and the rights and obligations of the Parties hereunder, shall be construed in accordance with and governed by the Laws of the Province of British Columbia and the federal laws of Canada applicable therein.

13.11 Dispute Resolution

(a) As used in this Agreement, "Dispute" shall mean any dispute or disagreement between Buyer and Seller concerning the interpretation of this Agreement, the validity of this Agreement, any breach or alleged breach by any Party under this Agreement, any claim for indemnification, compensation or reimbursement under Article 12 or any other matter relating in any way to this Agreement; *provided, however,* that "Dispute" shall not include any dispute in which a Party seeks equitable relief (including pursuant to Section 13.6).

(b) If a Dispute arises, the parties to the Dispute shall follow the procedures set forth in this Section 13.11.

(c) The Parties shall promptly attempt in good faith to resolve any Dispute by negotiations between Buyer and Seller. Buyer and Seller shall meet at a mutually acceptable time and place within twenty (20) calendar days after delivery of such notice, and thereafter as often as they reasonably deem necessary to exchange relevant information and to attempt to resolve the Dispute in good faith.

(d) In the event the Dispute cannot be resolved by the Parties, such Dispute shall be settled by arbitration conducted in Vancouver, British Columbia in accordance with the provisions of the Commercial Arbitration Act, (British Columbia) and the award of such arbitrator(s) shall be binding and conclusive upon the Parties. The arbitration award may be entered as a final judgment in any court having jurisdiction thereover. Any dispute as to whether a controversy or claim is subject to arbitration shall be submitted as part of the arbitration proceeding.

13.12 Counterparts. This Agreement and any signed agreement or instrument entered into in connection with this Agreement, and any amendments hereto or thereto, may be executed in two or more counterparts and by the different Parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one and the same instrument. Any such counterpart, to the extent delivered by means of a fax machine or by .pdf, .tif, .gif, .jpeg or similar attachment to electronic mail (any such delivery, an "Electronic Delivery") shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No Party hereto shall raise the use of Electronic Delivery to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of Electronic Delivery as a defense to the formation of a contract, and each such party forever waives any such defense, except to the extent that such defense relates to lack of authenticity.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement to be effective as of the date first above written.

BIOMARK TECHNOLOGIES INC.

By: *"Rashid Bux"*

Name: Rashid Bux

Title: Director & CEO

LUGER MINERALS CORP.

By: *"Brian Gusko"*

Name: Brian Gusko

Title: Director & CEO

BUX INVESTMENTS INC.

By: *"Rashid Bux"*

Name: Rashid Bux

Title: Director

SIGNED and DELIVERED by **RASHID AHMED BUX** in the presence of:)

 "Christina Pyra")
Witness (Signature))

 Christina Pyra)
Name (please print))

 "Rashid Bux")
RASHID AHMED BUX)

Schedule 1.1(bbb)
Transferred Contracts

- Technology License Agreement between The University of Manitoba and Bux Group dated March 21, 2006, assigned by Bux Group to Biomark Technologies Inc. dated June 14, 2006.
- Evaluation License and Option Agreement between UVic Industry Partnerships Inc. and Biomark Technologies Inc. dated June 24, 2013.
- Service Contract between the University of British Columbia and Biomark Technologies Inc. dated August 1st, 2009 as amended April 19, 2010, March 30, 2011, September 14, 2012, January 11, 2013, March 28, 2013 and July 29, 2014.
- Services Agreement for ELISA kits between Applied Biological Materials Inc. and Biomark Technologies Inc. dated September 3, 2013.
- Service Agreement between St. Boniface Hospital Research Centre and Biomark Technologies Inc. dated July 15, 2013.
- Memorandum of Understanding between Fastbios and Biomark Technologies Inc. signed May 28, 2014.
- Memorandum of Understanding between Ms. Li Yan and Biomark Technologies Inc. dates May 23, 2008.
- Strategic Collaboration between Biomark and the Armed Police General Hospital dated June 26, 2014.
- Lease between Sun Life Assurance Company of Canada and BioMark Technologies Inc. dated August 28, 2013.
- Offer to Lease between Sun Life Assurance Company of Canada and BioMark Technologies Inc. dated May 29, 2014.
- All confidentiality and non-disclosure agreements, non-solicitation agreements, invention assignment agreements, and purchase orders relating to the Diagnostic Business.

Schedule 1.1(eee)
Transferred Lease

Lease between Sun Life Assurance Company of Canada and Biomark Technologies Inc. dated August 28, 2013, for Suite 165, 10551 Shellbridge Way, Richmond, British Columbia.

**Schedule 1.1(ggg)
Transferred Patents**

	Name	Registration No. or Application No.	Jurisdiction	Date Filed/Granted (y-m-d)	Owner
1.	Monoclonal Antibody for Acetylamantadine	2,835,506	Canada	2012-05-10	Biomark Technologies Inc.
		201280024582.6	China	2014-03-05	
		12782078.5	Europe	2012-05-10	
		14/116,743	USA	2014-03-13	
2.	A Method for Assaying the Activity of Spermidine/ Spermine N1-Acetyltransferase	2,856,029	Canada	2012-11-16	Biomark Technologies Inc.
		201280056582.4	China		
		12850541.9	Europe		
		14/358,695	USA		
3.	Detection and Quantification of Acetylamantadine in Urine Samples	PCT/CA2014/050273	International /Canada	2014-03-14	Biomark Technologies Inc.
4.	An Immunological Assay to Detect and Quantify Acetylamantadine in a Patient	US 61/871,642	USA	Receipt date: 2013-08-29	Biomark Technologies Inc.
5.	Method of Detecting Cancer*	62/009,864	USA	Receipt date: 2014-06-09	Rashid Bux

**Schedule 1.1(kkk)
Transferred Trademarks**

Mark	Jurisdiction	Application or Registration Number	Date Filed or Date Granted	Status	Owner
Biomark	Canada	1579202	May 25, 2012	Allowed	Biomark Technologies Inc.
Biomark	United States of America	85784121	November 20, 2012	Suspension of Action	Biomark Technologies Inc.

Schedule 2.3(b)
Accounts Payable

UBC - Antibody generation	\$46,250.00
Patent	\$13,158.79
KangXin Group - Chinese NDA for APGH	\$3,000.00
IPS - Raman Prototype	\$11,000.00
Expense/Travel	\$3,500.00
Clinical Trial - Bangladesh - Custom payment	\$2,456.00
TAX Advice	\$2,500.00
Total	\$81,864.79

Schedule 2.6(b)
Required Consents

- Technology License Agreement between The University of Manitoba and Bux Group dated March 21, 2006, assigned by Bux Group to Biomark Technologies Inc. dated June 14, 2006.
- Evaluation License and Option Agreement between UVic Industry Partnerships Inc. and Biomark Technologies Inc. dated June 24, 2013.
- Service Agreement between St. Boniface Hospital Research Centre and Biomark Technologies Inc. dated July 15, 2013.
- Lease between Sun Life Assurance Company of Canada and Biomark Technologies Inc. dated August 28, 2013.
- Offer to Lease between Sun Life Assurance Company of Canada and Biomark Technologies Inc. dated May 29, 2014.

Schedule 5.2
Governmental Approvals

- Mitacs Accelerate Internship Program awarded to Dr. Reuven Gordon and student Guangyi Cao with Biomark Technologies Inc. as the Industrial Partner. Period of internship is May 8, 2014 to September 8, 2014. Project entitled "Raman Quantification of Cancer Biomarkers for Early Lung Cancer".
- Mitacs Accelerate Internship Program awarded to Horacio Bach and student Peng Zhang with Biomark Technologies Inc. as the Industrial Partner. Period of internship is May 1, 2014 to August 31, 2014. Project entitled "Extracellular biomarker discovery to develop a specific therapeutic treatment in cancer".
- Mitacs Accelerate Internship Program awarded to Horacio Bach and student Eric Pesarchuk with Biomark Technologies Inc. as the Industrial Partner. Period of internship is September 1, 2014 to January 1, 2015. Project entitled " Cytotoxicity analysis of novel monoclonal antibodies targeting SSAT-1".

Schedule 5.12(i)
Governmental Funding and Participation

- Mitacs Accelerate Internship Program awarded on May 21, 2014 in the amount of \$15,000 to Dr. Reuven Gordon and student Guangyi Cao with Biomark Technologies Inc. as the Industrial Partner. Project entitled "Raman Quantification of Cancer Biomarkers for Early Lung Cancer".
- Mitacs Accelerate Internship Program awarded in July, 2014 in the amount of \$15,000 to Horacio Bach and student Peng Zhang with Biomark Technologies Inc. as the Industrial Partner. Project entitled "Extracellular biomarker discovery to develop a specific therapeutic treatment in cancer".
- Mitacs Accelerate Internship Program awarded to Horacio Bach and student Eric Pesarchuk with Biomark Technologies Inc. as the Industrial Partner. Project entitled "Cytotoxicity analysis of novel monoclonal antibodies targeting SSAT-1".
- NSERC Engage Grant awarded on June 13, 2014 in the amount of \$23,500 to Dr. J.A. Love with Biomark Technologies Inc. as the Industry Partner.
- NSERC Engage Grant awarded on January 4, 2013 in the amount of \$25,000 to F.A. Hof with Biomark Technologies Inc. as the Industry Partner.
- NSERC Engage Grant awarded on April 27, 2012 in the amount of \$25,000 to G.M. Sammis with Biomark Technologies Inc. as the Industry Partner.
- University of Manitoba
- University of Victoria

Exhibit A
Form of Bill of Sale
(see attached)

BILL OF SALE

THIS BILL OF SALE (this "Agreement") is made and entered into as of September ____, 2014, by and among BIOMARK TECHNOLOGIES INC., a company organized and existing pursuant to the laws of the Province of Manitoba, with a head office located at 165 - 10551 Shellbridge Way, Richmond, BC V6X 2W8 ("Seller"), and LUGER MINERALS CORP., a company organized and existing pursuant to the laws of the Province of British Columbia ("Buyer") with a head office located at 1607 – 1001 Homer Street, Vancouver, BC V6B 1M9. All defined terms not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement, dated as of September 5, 2014, by and among Assignor, Assignee, and Rashid Ahmed Bux and Bux Investments Ltd. as Covenantors (the "Asset Purchase Agreement").

RECITALS

WHEREAS The Buyer and the Seller are parties to an Asset Purchase Agreement whereby the Seller has agreed to sell, transfer, assign, convey and deliver to Buyer, and the Buyer has agreed to purchase, acquire and accept from Seller, all right, title and interest in, to and under certain assets of the Seller (the "Transferred Assets").

WHEREAS It is the intention of the parties hereto to reflect the sale, transfer, assignment and conveyance of the Transferred Assets by Seller to Buyer by the execution of this Bill of Sale at the Closing.

WHEREAS, The parties hereto now desire to carry out the intent and purposes of the Asset Purchase Agreement as evidence of the sale, transfer, assignment, conveyance, and delivery of the Transferred Assets set forth in Section 2.1 of the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the covenants, promises and representations set forth herein and in the Asset Purchase Agreement and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Definitions. Unless otherwise defined herein, all terms used in this Agreement will have the meanings ascribed to such terms in the Asset Purchase Agreement.

2. Conveyance. Subject to the terms and conditions contained in the Asset Purchase Agreement, the Seller does hereby sell, transfer, assign, convey and deliver unto the Buyer, the Seller's entire right, title and interest in, and to the Transferred Assets to Purchaser, free and clear of all liens and encumbrances, and Buyer hereby accepts the sale, transfer, assignment, conveyance and delivery of all of Seller's right, title and interest in and to the Transferred Assets. Nothing in this Bill of Sale nor the consummation of the Transactions shall be construed as an attempt or agreement to sell, transfer, assign, convey or deliver any Non-Assignable Asset.

3. Third Parties. Except as specifically set forth or referred to herein, nothing herein expressed or implied is intended or shall be construed to confer upon or give to any Person any rights or remedies under or by reason of this Bill of Sale nor be relied upon other than the parties hereto and their permitted successors or assigns.

4. Excluded Assets. For greater certainty, nothing herein shall be construed as a transfer, sale, grant, conveyance, assignment or setting over by the Seller to the Buyer of any of the Excluded Assets. Except as specifically set forth or referred to herein, nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person any rights or remedies under or by reason of this Bill of Sale nor be relied upon other than the parties hereto and their permitted successors or assigns.

5. Trust. The Seller hereby declares that, as to any property or asset or interest in any property or asset of the Seller intended to be transferred, sold, granted, conveyed, assigned and set over to the Buyer pursuant to this Agreement and title to which may not have passed to the Buyer by virtue of this Agreement or any transfer or conveyance which from time to time may be executed and delivered in pursuance of the covenants contained in this Agreement or the Asset Purchase Agreement, the Seller holds the same in trust for the Buyer to transfer, sell, grant, convey, assign and set over the same as the Buyer from time to time may direct.

6. Substitution and Subrogation. The conveyance of the Transferred Assets to the Buyer is with full rights of substitution and subrogation of the Buyer to the fullest extent possible in and to all covenants and warranties by others given or made in respect of the Transferred Assets or any part of them.

7. Further Assurances. The Seller from time to time and at all times hereafter upon every reasonable request of the Buyer, and without further consideration, shall do and perform or cause to be done or performed all such further acts and things, and execute or cause to be executed all such further deeds, documents, writings or other instruments and give all such further assurances as may be required by the Buyer to carry out effectively the intent and meaning of this Agreement and of the Asset Purchase Agreement.

8. No Superseding or Merger. The provisions contained in this Agreement shall not supersede or merge with any provision contained in the Asset Purchase Agreement, as such may be amended from time to time.

9. General Conveyance Subject to Asset Purchase Agreement. The provisions of this Agreement are subject to the Asset Purchase Agreement and in the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall prevail.

10. Power of Attorney. The Seller irrevocably appoints the Buyer to be its attorney, with full power of substitution, and to do on the Seller's behalf anything that the Seller lawfully can do by an attorney to:

- (a) demand and receive any of the Transferred Assets transferred pursuant to this Agreement;
- (b) give receipts and releases for and in respect of the Transferred Assets and any part of them;
- (c) institute and prosecute from time to time in the Seller's name or otherwise, at the expense of the Buyer and for the benefit of the Buyer, any and all proceedings at law, in equity or otherwise, which the Buyer may deem proper for the collection or reduction to possession of any of the Transferred Assets transferred pursuant to this Agreement or for the collection and enforcement of any claim or right of any kind transferred, sold, granted, conveyed, assigned and set over, or intended so to be, pursuant to this Agreement, the Asset Purchase Agreement or any document delivered pursuant to the Asset Purchase Agreement; and
- (d) do all acts and things in relation to the Transferred Assets transferred pursuant to this Agreement which the Buyer shall deem desirable and do, sign and execute all such further acts, deeds, documents, writings or other instruments that reasonably may be necessary or desirable for the purpose of vesting the Transferred Assets in the Buyer.

Such power of attorney is acknowledged by the Seller to be coupled with an interest, shall not be revoked by the dissolution, winding up, surrender of charter, bankruptcy or insolvency of the Seller and may be exercised in the name of and on behalf of the Buyer.

11. Successors and Assigns. This Bill of Sale shall bind and inure to the benefit of the successors, heirs and permitted assigns of each party hereto, whether or not so expressed. No party hereto may

assign or transfer either this Bill of Sale or any of its rights or obligations hereunder without the consent in writing of the other party, except that: (a) Buyer may assign its rights and obligations hereunder (including rights to purchase the Transferred Assets), in whole or in part, to any Affiliate, and (b) any party may assign its rights and obligations pursuant to this Bill of Sale, in whole or in part, to an entity that succeeds to all or substantially all of the business of such party (whether by sale of stock, sale of assets, merger, recapitalization, business combination or otherwise).

12. Amendment, Waiver and Termination. This Bill of Sale cannot be amended, waived or terminated except by a writing signed by Buyers and Seller.

13. Governing Law. This Agreement is governed by and will be construed in accordance with the law in force in the province of British Columbia and each party irrevocably agrees that the courts of the province of British Columbia shall have jurisdiction, but not exclusive jurisdiction, with respect to any matter arising out of or in connection with this Agreement.

14. Enurement. This Agreement shall enure to the benefit of and be binding upon the successors and permitted assigns of the parties.

15. Counterparts. This Agreement may be executed and delivered (including by facsimile transmission or .pdf) in one or more counterparts, and by the Parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF the Seller and the Buyer have caused this Bill of Sale to be duly executed as of the date first written above.

BIOMARK TECHNOLOGIES INC.

Per: _____
Name:
Title:

LUGER MINERALS CORP.

Per: _____
Name:
Title:

Exhibit B
Form of Assignment and Assumption Agreement
(see attached)

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made and entered into as of September ____, 2014, by and among BIOMARK TECHNOLOGIES INC., a company organized and existing pursuant to the laws of the Province of British Columbia ("Assignor"), and LUGER MINERALS CORP., a company organized and existing pursuant to the laws of the Province of British Columbia ("Assignee"). All defined terms not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement, dated as of September 5, 2014, by and among Assignor, Assignee, and Rashid Ahmed Bux and Bux Investments Ltd. as Covenantors (the "Asset Purchase Agreement").

RECITALS

WHEREAS, upon the terms and subject to the conditions of the Asset Purchase Agreement, Assignor has agreed to sell, transfer, assign, convey and deliver to Assignee, and Assignee has agreed to purchase, acquire and accept from Assignor, all of Assignor's right, title and interest in and to the Transferred Assets, free and clear of all Encumbrances, in exchange for Assignor's (i) payment of the Purchase Price and (ii) the assumption of the Assumed liabilities.

WHEREAS, it is the intention of the parties hereto to reflect the assignment by Assignor and assumption by Assignee of the Assumed Liabilities by the execution of this Assignment and Assumption Agreement at the Closing.

WHEREAS, the parties hereto now desire to carry out the intent and purposes of the Asset Purchase Agreement by Assignee's execution and delivery to Assignor of this Agreement as evidence of Assignee's acceptance and assumption of the assumed liabilities set forth in Section 2.3 of the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the covenants, promises and representations set forth herein and in the Asset Purchase Agreement and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assumption. In accordance with, and subject to the terms and conditions set forth in the Asset Purchase Agreement, Assignee hereby accepts and assumes the assumed liabilities from and after the date hereof. Notwithstanding anything to the contrary contained herein or in the Asset Purchase Agreement, Assignor is not selling, transferring, assigning, conveying or delivering to Assignee, and Assignee does not assume and is not otherwise responsible for, any of the Excluded Liabilities set forth in Section 2.4 of the Asset Purchase Agreement.

2. Third Parties. Except as specifically set forth or referred to herein, nothing herein expressed or implied is intended or shall be construed to confer upon or give to any Person any rights or remedies under or by reason of this Agreement nor be relied upon other than the parties hereto and their permitted successors or assigns.

3. Subject to the Asset Purchase Agreement. Assignor and Assignee each acknowledge and agree that this Agreement is intended only to effect the assumption by Assignee of the Assumed Liabilities pursuant to the Asset Purchase Agreement and shall be governed entirely in accordance with the terms and conditions of the Asset Purchase Agreement.

4. Governing Law. This Agreement, including the validity hereof and the rights and obligations of the parties hereunder, shall be construed in accordance with and governed by the laws of the Province

of British Columbia and the federal laws of Canada applicable therein without giving effect to any conflicts of laws principles thereof.

5. Successors and Assigns. This Agreement shall bind and inure to the benefit of the successors, heirs and permitted assigns of each party hereto, whether or not so expressed. No party hereto may assign or transfer either this Agreement or any of its rights or obligations hereunder without the consent in writing of the other party, except that: (a) Assignee may assign its rights and obligations hereunder, in whole or in part, to any Affiliate, (b) either party may assign their rights and obligations pursuant to this Agreement, in whole or in part, to an entity that succeeds to all or substantially all of the business of such party (whether by sale of stock, sale of assets, merger, recapitalization, business combination or otherwise) and (c) either party may assign any or all of its rights pursuant to this Agreement to any of its lenders as collateral security.

6. Amendment, Waiver and Termination. This Agreement cannot be amended, waived or terminated except by a writing signed by Assignor and Assignee.

7. Dispute Resolution. Any dispute as to the rights assigned pursuant to this IP Assignment Agreement shall be resolved in accordance with the dispute resolutions procedures set forth in the Asset Purchase Agreement.

8. Headings; Execution in Counterparts. The section headings and captions contained herein are for convenience of reference only and shall not control or affect the meaning or construction of any provision hereof. This Agreement may be executed in any number of counterparts (including by fax and .pdf), each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, this Assignment and Assumption Agreement has been duly executed and delivered by an authorized officer of each of Assignor and Assignee as of the date first written above.

BIOMARK TECHNOLOGIES INC.

By: _____
Name:
Title:

LUGER MINERALS CORP.

By: _____
Name:
Title:

Exhibit C
Form of IP Assignment Agreement
(see attached)

IP ASSIGNMENT AGREEMENT

THIS IP ASSIGNMENT AGREEMENT (this "IP Assignment Agreement") is made and entered into as of September __, 2014, by and among Luger Minerals Corp., a company organized and existing pursuant to the law of the Province of British Columbia company ("Buyer"), and Biomark Technologies Inc., a company organized and existing pursuant to the laws of the Province of Manitoba ("Seller"). All defined terms not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement, dated as of September 5, 2014, by and among Buyer, Seller, Rashid Ahmed Bux and Bux Investments Ltd. as Covenantors (the "Asset Purchase Agreement").

RECITALS

WHEREAS, upon the terms and subject to the conditions of the Asset Purchase Agreement, Seller has agreed to sell, transfer, convey and deliver to Buyer, and Buyer has agreed to purchase, acquire and accept from Seller, all of Seller's right, title and interest in and to the Transferred Assets.

WHEREAS, it is the intention of the parties hereto to record the transfer of the Transferred Trademarks, the Transferred Patents and the Transferred Other IP included in the Transferred Assets by the execution and delivery of this IP Assignment Agreement at the Closing.

NOW, THEREFORE, in consideration of the covenants, promises and representations set forth herein and in the Asset Purchase Agreement and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Definitions. Unless otherwise defined herein, all terms used in this IP Assignment Agreement will have the meanings ascribed to such terms in the Asset Purchase Agreement.
2. Transfer of Intangible Assets. Effective as of _____, 2014, Assignor sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to the Transferred Other IP, the Transferred Trademarks and Transferred Patents.
3. Relationship with the Agreement. This IP Assignment Agreement is intended to evidence the consummation of the transactions contemplated by the Asset Purchase Agreement. This IP Assignment Agreement is made without representation or warranty except as provided in and by the Asset Purchase Agreement. This IP Assignment Agreement is in all respects subject to the provisions of the Asset Purchase Agreement and is not intended in any way to supersede, limit or qualify any provision of the Asset Purchase Agreement.
4. Further Assurances. Assignor hereby undertakes to give to Assignee all assistance reasonably necessary to the end of finalizing endorsements contemplated by this IP Assignment Agreement in favor of Assignee even, where necessary, by appointing an attorney-in-fact duly empowered to carry out all the actions necessary for such purpose.
5. Successors. This IP Assignment Agreement shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.
6. Governing Law. This IP Assignment Agreement shall be governed by, and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein without giving effect to the conflict of laws rules thereof.

7. Dispute Resolution. Any dispute as to the rights assigned pursuant to this IP Assignment Agreement shall be resolved in accordance with the dispute resolutions procedures set forth in the Asset Purchase Agreement.

8. Counterparts. This Agreement may be executed and delivered (including by facsimile transmission or .pdf) in one or more counterparts, and by the Parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

[The remainder of this page is intentionally left blank.]

OTHER IP ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, Seller, the owner of the Transferred Other IP, hereby irrevocably assigns to Buyer, the entire right, title and interest in and to the Transferred Other IP. Buyer hereby accepts said assignment.

BIOMARK TECHNOLOGIES INC.

By: _____
Name:
Title:

LUGER MINERALS CORP.

By: _____
Name:
Title:

PATENT ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, Biomark Technologies Inc. ("Seller"), hereby irrevocably assigns to Luger Minerals Corp. ("Buyer"), the entire right, title and interest for Canada and all foreign countries, in and to the patents and patent applications identified on Schedule A ("Transferred Patents"), together with (i) any patent and applications that claim priority from any of the Transferred Patents, (ii) any patent and application that is a continuation, continuation in part (but only to the extent of any claims therein that are entitled to claim priority from any Transferred Patent), divisional or reissue, of any Transferred Patent or linked to any Transferred Patent by a terminal disclaimer, (iii) any foreign counterpart of any such Transferred Patent, and (iv) all rights corresponding thereto. Buyer hereby accepts said assignment.

Seller does hereby authorize and request the Commissioner of the Canadian Intellectual Property Office or equivalent authority elsewhere in the world to record this assignment and to issue such Patent as shall be granted upon said applications based thereon to Buyer, its successors and assigns.

Executed as of the ____ day of September, 2014.

BIOMARK TECHNOLOGIES INC.

By: _____
Name:
Title:

CANADA)
PROVINCE OF BRITISH COLUMBIA)
TO WIT)

On this ____ day of September 2014, before me, the undersigned, a Notary Public in and for the Province of British Columbia, by Royal Authority duly appointed, residing in _____, in the said Province, DO HEREBY CERTIFY that personally appeared _____, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed above, and acknowledged to me that he signed it voluntarily for its stated purpose, an act whereof being requested I have granted the same under my hand and notarial seal of office to serve and avail as occasion shall or may require.

[affix seal]

[Name]
Notary Public in and for the
Province of British Columbia

ACCEPTED:
LUGER MINERALS CORP.

By: _____
Name:
Title:

CANADA)
PROVINCE OF BRITISH COLUMBIA)
TO WIT)

On this ____ day of September 2014, before me, the undersigned, a Notary Public in and for the Province of British Columbia, by Royal Authority duly appointed, residing in _____, in the said Province, DO HEREBY CERTIFY that personally appeared _____, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed above, and acknowledged to me that he signed it voluntarily for its stated purpose, an act whereof being requested I have granted the same under my hand and notarial seal of office to serve and avail as occasion shall or may require.

[affix seal]

[Name]
Notary Public in and for the
Province of British Columbia

SCHEDULE A

ASSIGNMENT OF TRANSFERRED PATENTS

Patents and Patent Applications

Serial / Registration Number	Title	Inventors	Filing Date	Filing Country
2,835,506	Monoclonal Antibody for Acetylamantadine	Brian Cheng Rashid Bux Bram Ramjiawan Daniel S. Sitar Gregorio Aversa	May 10, 2012	Canada
201280024582.6			March 5, 2014	China
12782078.5			May 10, 2012	Europe
14/116,743			March 13, 2014	United States
2,856,029	A Method for Assaying the Activity of Spermidine/Spermine N1-Acetyltransferase	Brian Cheng Rashid Bux Daniel S. Sitar	November 16, 2012	Canada
201280056582.4				China
12850541.9				Europe
14/358,695				United States
PCT/CA2014/050273	Detection and Quantification of Acetylamantadine in Urine Samples	Reuven Gordon Brian Cheng Rashid Bux Bram Ramjiawan Aftab Ahmed Fraser Alan Hof	May 14, 2014	International
61/871,642	An Immunological Assay to Detect and Quantify Acetylamantadine in a Patient	Brian Cheng John Schrader	August 29, 2013	United States
62/009,864	Method of Detecting Cancer	Rashid Bux Brian Cheng Paramjit S. Tappia Bram Ramjiawan	June 9, 2014	United States

TRADEMARK ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, Biomark Technologies Inc. ("Seller"), the owner of the trade names, logos, common law trademarks and service marks and trademark and service mark registrations and applications therefor, identified on Schedule A ("Transferred Trademarks"), including the goodwill of the business connected with the use of, and symbolized by, said Transferred Trademarks, hereby irrevocably assigns to Luger Minerals Corp. ("Buyer"), the entire right, title and interest in and to the Transferred Trademarks, including the goodwill of the business connected with the use of, and symbolized by, said Transferred Trademarks, and the right to recover for past, present and future infringement of said Transferred Trademarks. Buyer hereby accepts said assignment.

Seller does hereby authorize and request the Commissioner of the Canadian Intellectual Property Office or equivalent authority elsewhere in the world to record this assignment and to issue such Transferred Trademarks as shall be granted upon said applications based thereon to Buyer, its successors and assigns.

Executed as of the ____ day of September, 2014.

BIOMARK TECHNOLOGIES INC.

By: _____
Name:
Title:

CANADA)
PROVINCE OF BRITISH COLUMBIA)
TO WIT)

On this ____ day of September 2014, before me, the undersigned, a Notary Public in and for the Province of British Columbia, by Royal Authority duly appointed, residing in _____, in the said Province, DO HEREBY CERTIFY that personally appeared _____, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed above, and acknowledged to me that he signed it voluntarily for its stated purpose, an act whereof being requested I have granted the same under my hand and notarial seal of office to serve and avail as occasion shall or may require.

[affix seal]

[Name]
Notary Public in and for the
Province of British Columbia

ACCEPTED:
LUGER MINERALS CORP.

By: _____
Name:
Title:

CANADA)
PROVINCE OF BRITISH COLUMBIA)
TO WIT)

On this ____ day of September 2014, before me, the undersigned, a Notary Public in and for the Province of British Columbia, by Royal Authority duly appointed, residing in _____, in the said Province, DO HEREBY CERTIFY that personally appeared _____, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed above, and acknowledged to me that he signed it voluntarily for its stated purpose, an act whereof being requested I have granted the same under my hand and notarial seal of office to serve and avail as occasion shall or may require.

[affix seal]

[Name]
Notary Public in and for the
Province of British Columbia

SCHEDULE A

ASSIGNMENT OF TRANSFERRED TRADEMARKS

Trademark Applications

Mark	Country	Application Serial No.	Filing Date
BIOMARK	Canada	1579202	May 25, 2012
BIOMARK	United States of America	85784121	November 20, 2012

Exhibit D

Form of Assignment and Assumption of Lease

(see attached)

ASSIGNMENT OF LEASE

THIS LEASE ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into as of September ____, 2014, by and among Biomark Technologies Inc., a company organized and existing pursuant to the laws of the Province of Manitoba ("Assignor") and Luger Minerals Corp., a company organized and existing pursuant to the law of the Province of British Columbia company ("Assignee"), and . All defined terms not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement, dated as of September 5, 2014, by and among Buyer, Seller, Rashid Ahmed Bux and Bux Investments Ltd. as Covenantors (the "Asset Purchase Agreement").

RECITALS

WHEREAS Upon the terms and subject to the conditions of the Asset Purchase Agreement, Assignor has agreed to assign, transfer, convey and deliver to Assignee, and Assignee has agreed to purchase, acquire and accept from Assignor, all of Assignor's right, title and interest in and to the Transferred Assets.

WHEREAS It is the intention of the parties hereto to reflect the assignment by Assignor and assumption by Assignee of the Transferred Lease and Assignor's right title and interest in, under and to the Transferred Lease by the execution and delivery of this Agreement at the Closing.

WHEREAS This Assignment is made with reference to the following facts and circumstances:

Sun Life Assurance Company of Canada, as landlord ("Landlord"), and Assignor, as tenant, entered that certain Lease dated as of August 28, 2013, as amended, restated or replaced (the "Lease"), whereby Landlord leased to Assignor those certain premises (the "Premises") described as Suite 165, 10551 Shellbridge Way, Richmond, British Columbia, and more particularly described in the Lease.

NOW THEREFORE in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment/Assumption. Assignor hereby assigns, transfers and conveys to Assignee, and Assignee hereby accepts all of Assignor's right, title and interest in, under and to the Transferred Lease and the Premises. Assignee accepts this assignment and assumes and agrees to keep, perform and fulfill, as a direct obligation to Landlord, all of the terms, covenants, conditions and obligations required to be kept, performed and fulfilled by the tenant under the Transferred Lease accruing during the residue of the term of the Transferred Lease.

2. Security Deposit. Assignor and Assignee acknowledge that Landlord currently holds a security deposit to be applied in accordance with the provisions of the Transferred Lease. Without limiting the generality of Section 1 of this Assignment, Assignor hereby assigns to Assignee, as of the Effective Date, all of Assignor's rights to such security deposit. From and after the Effective Date, such security deposit shall be held by Landlord for the benefit of Assignee, subject to the provisions of the Transferred Lease. On or prior to the Effective Date, Assignee shall pay to Assignor the amount of the security deposit.

3. Further Assurances. Assignor and Assignee shall execute and deliver such additional documents and take such additional actions as either may reasonably request to carry out the purposes of this Assignment.

4. Subject to the Asset Purchase Agreement. Assignor and Assignee each acknowledge and agree that this Agreement is intended only to effect the assumption by Assignee of the Transferred Lease pursuant to the Asset Purchase Agreement and shall be governed entirely in accordance with the terms and conditions of the Asset Purchase Agreement.

5. Governing Law. This Agreement, including the validity hereof and the rights and obligations of the parties hereunder, shall be construed in accordance with and governed by the laws of the Province of British Columbia and the federal laws of Canada applicable therein without giving effect to any conflicts of laws principles thereof.

6. Amendment, Waiver and Termination. This Agreement cannot be amended, waived or terminated except by a writing signed by Assignor and Assignee.

7. Dispute Resolution. Any dispute as to the rights assigned pursuant to this Agreement shall be resolved in accordance with the dispute resolutions procedures set forth in the Asset Purchase Agreement.

8. Headings; Execution in Counterparts; Enurement. The section headings and captions contained herein are for convenience of reference only and shall not control or affect the meaning or construction of any provision hereof. This Agreement may be executed in any number of counterparts (including by fax and .pdf), each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns. If any one or more of the provisions of this Assignment shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment intending it to be effective as of the Effective Date.

BIOMARK TECHNOLOGIES INC.

By: _____
Name:
Title:

LUGER MINERALS CORP.

By: _____
Name:
Title:

AMENDMENT NO. ONE TO ASSET PURCHASE AGREEMENT

THIS AMENDMENT ONE TO ASSET PURCHASE AGREEMENT (the "Amending Agreement No. One") is made and entered into as of September 8, 2014 by and among by and among LUGER MINERALS CORP., a company organized and existing under the laws of the Province of British Columbia ("Buyer"), and BIOMARK TECHNOLOGIES INC., a corporation organized and existing under the laws of the Province of Manitoba ("Seller") and RASHID AHMED BUX, an individual resident in the Province of British Columbia and shareholder of Seller ("Rashid") and BUX INVESTMENTS LTD. a corporation organized and existing under the laws of the Province of British Columbia and shareholder of Seller ("Bux" collectively with Rashid, "Covenantors"). Each of Buyer, Seller, Rashid and Bux is referred to herein sometimes as a "Party" and together as the "Parties."

WHEREAS the Parties wish to make certain amendments to the Schedules attached to, and forming part of, the Asset Purchase Agreement dated September 5, 2014 entered into by and among the Parties (the "Asset Purchase Agreement") as well as to make certain amendments regarding the timing of the repayment of the indebtedness of the Seller.

AND WHEREAS Section 13.2 of the Asset Purchase Agreement provides that each amendment thereof must be in writing and signed by each of the Parties to the Asset Purchase Agreement.

NOW THEREFORE in consideration of the foregoing recitals and the mutual covenants and premises contained herein, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

Section 1. Definitions. All capitalized terms used but not defined herein have the respective meanings ascribed to such terms in the Asset Purchase Agreement.

Section 2. Amendments. The Asset Purchase Agreement is hereby amended by creating a new covenant as Section 8.9(c):

Section 8.9(c) – Within five (5) Business Days following the execution of this Agreement and prior to the Closing, Buyer shall forward to Seller an amount equal to the indebtedness referred to in Section 2.3(c) of the Agreement in full satisfaction of Buyer's assumption of the indebtedness of Seller referred to in Section 2.3(c). For certainty, Buyer shall have no further obligation for payment to Seller with respect to Seller's indebtedness upon satisfaction of this covenant.

Section 3. Acknowledgement. The Parties acknowledge that except as otherwise indicated herein, the Asset Purchase Agreement shall continue unamended and remain in full force and effect. The provisions of Article 13 of the Asset Purchase Agreement shall apply to this Amending Agreement as if this Amending Agreement were an original part of the Asset Purchase Agreement.

Section 4. Counterparts. This Amending Agreement No. One may be executed in two or more counterparts and by the different Parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one and the same instrument. Any such counterpart, to the extent delivered by means of a fax machine or by .pdf, .tif, .gif, .jpeg or similar attachment to electronic mail (any such delivery, an "Electronic Delivery") shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No Party hereto shall raise the use of Electronic Delivery to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of Electronic Delivery as a defense to the formation of a contract, and each such Party forever waives any such defense, except to the extent that such defense relates to lack of authenticity.

AMENDMENT NO. TWO TO ASSET PURCHASE AGREEMENT

THIS AMENDMENT TWO TO ASSET PURCHASE AGREEMENT (the "Amending Agreement No. Two") is made and entered into as of September 18, 2014 by and among by and among LUGER MINERALS CORP., a company organized and existing under the laws of the Province of British Columbia ("Buyer"), and BIOMARK TECHNOLOGIES INC., a corporation organized and existing under the laws of the Province of Manitoba ("Seller") and RASHID AHMED BUX, an individual resident in the Province of British Columbia and shareholder of Seller ("Rashid") and BUX INVESTMENTS LTD. a corporation organized and existing under the laws of the Province of British Columbia and shareholder of Seller ("Bux" collectively with Rashid, "Covenantors"). Each of Buyer, Seller, Rashid and Bux is referred to herein sometimes as a "Party" and together as the "Parties."

WHEREAS the Parties wish to make certain amendments to the Schedules attached to, and forming part of, the Asset Purchase Agreement dated September 5, 2014 entered into by and among the Parties (the "Asset Purchase Agreement") as well as to make certain amendments regarding the timing of the repayment of the indebtedness of the Seller.

AND WHEREAS Section 13.2 of the Asset Purchase Agreement provides that each amendment thereof must be in writing and signed by each of the Parties to the Asset Purchase Agreement.

NOW THEREFORE in consideration of the foregoing recitals and the mutual covenants and premises contained herein, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

Definitions. All capitalized terms used but not defined herein have the respective meanings ascribed to such terms in the Asset Purchase Agreement.

Amendments. The Asset Purchase Agreement is hereby amended by deleting the *Evaluation License and Option Agreement between UVic Industry Partnerships Inc. and Biomark Technologies Inc. dated June 24, 2013* referenced in Schedule 1.1(bbb) as a Transferred Contract, and in Schedule 2.6(b) as a Required Consent.

The Asset Purchase Agreement is further amended to create a new covenant as Section 8.9(d) as follows:

Section 8.9(d) – Forthwith following the Closing of the Transactions and in no event not more than six (6) months following the Closing of the Transactions, Seller and Rashid shall ensure that a new agreement is entered into between the Buyer and UVic Industry Partnerships Inc. with respect to the subject matter contained in the *Evaluation License and Option Agreement between UVic Industry Partnerships Inc. and Biomark Technologies Inc. dated June 24, 2013* (the "Evaluation License"). Such new agreement will be on substantially the same terms and conditions as the Evaluation License.

Acknowledgement. The Parties acknowledge that except as otherwise indicated herein, the Asset Purchase Agreement shall continue unamended and remain in full force and effect. The provisions of Article 13 of the Asset Purchase Agreement shall apply to this Amending Agreement as if this Amending Agreement were an original part of the Asset Purchase Agreement.

Counterparts. This Amending Agreement No. One may be executed in two or more counterparts and by the different Parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one and the same instrument. Any such counterpart, to the extent delivered by means of a fax machine or by .pdf, .tif, .gif, .jpeg or similar attachment to electronic mail (any such delivery, an "Electronic Delivery") shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same

binding legal effect as if it were the original signed version thereof delivered in person. No Party hereto shall raise the use of Electronic Delivery to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of Electronic Delivery as a defense to the formation of a contract, and each such Party forever waives any such defense, except to the extent that such defense relates to lack of authenticity.

IN WITNESS WHEREOF the Parties have duly executed this Amending Agreement No. Two to be effective as of the date first above written.

BIOMARK TECHNOLOGIES INC.

By: “Rashid Bux”

Name: Rashid Bux

Title: Director & CEO

LUGER MINERALS CORP.

By: “Brian Gusko”

Name:

Title:

BUX INVESTMENTS INC.

By: “Rashid Bux”

Name: Rashid Bux

Title: Director

SIGNED and DELIVERED by **RASHID AHMED BUX** in the presence of:

“Christina Pyra”
Witness (Signature)

Christina Pyra
Name (please print)

“Rashid Ahmed Bux”
RASHID AHMED BUX