

VOLUNTARY COMMON SHARE POOLING AGREEMENT

This Pooling Agreement (the "**Agreement**") is made effective the October 18, 2018.

AMONG:

CERVANTES CAPITAL CORP., a company incorporated under the laws of British Columbia and having an office at 810 - 789 West Pender Street, Vancouver, BC V6C 1H2

(the "**Company**")

AND:

The undersigned shareholders of the Company, listed in the attached Schedule "A"

(each a "**Shareholder**")

AND:

NATIONAL ISSUER SERVICES LTD.

a company incorporated under the laws of British Columbia and having an office at 760-777 Hornby Street, Vancouver, British Columbia, V6Z 1S4

(the "**Pooling Agent**")

WHEREAS pursuant to one or more subscription agreements between the Shareholder and the Company (the "**Subscription Agreements**") whereby the Shareholder acquired units ("**Units**") which are comprised of one common share (a "**Common Share**") and one-half common share purchase warrant (each whole common share purchase warrant being a "**Warrant**") issued at a price of \$0.04 per Unit. Each Warrant is exercisable for a period of four years from issuance to acquire one additional Common Share per Warrant at an exercise price of \$0.09 per Common Share.

AND WHEREAS the Shareholder has agreed to pool all of the Common Shares and Common Shares acquired pursuant to the exercise of Warrants registered in the name of the Shareholder in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreement herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each of the parties), the parties covenant and agree as follows:

1. The Shareholder hereby agrees with the Pooling Agent that it will deliver or cause to be delivered to the Pooling Agent, a certificate or certificates representing all of the Common Shares that the Shareholder will receive or has received in connection with the Subscription Agreements, including Common Shares issued pursuant to the exercise of Warrants, which

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Common Shares are to be held by the Pooling Agent and released, subject to this Section 1, to the Shareholder on the following basis:

24 months following the date of this Agreement	100% of the Common Shares deposited into the Voluntary Pool and all Common Shares acquired pursuant to the exercise of Warrants
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2. Pursuant to Section 1, if the Shareholder's employment with the Company ends for any reason, including Good Reason, within two years from the date of this Agreement, the Company shall be eligible to re-purchase the Common Shares and unexercised Warrants from the Shareholder at the original issuance price of \$0.04 per Unit.

3. The Shareholder shall be entitled, from time to time, to a letter or receipt from the Pooling Agent stating the number of the Common Shares represented by a certificate or certificates held for the Shareholder by the Pooling Agent, subject to the terms of this Agreement, but such letter or receipt shall not be assignable.

4. If, during the period in which any of the Shareholder's Common Shares are retained in trust pursuant hereto, the Shareholder shall be entitled to vote such Common Shares at any meeting of the shareholders of the Company held during such period.

5. The Shareholder shall not sell, deal in, assign, transfer in any manner whatsoever, or agree to sell, deal in, assign or transfer in any manner whatsoever, any of the Shareholder's Common Shares or beneficial ownership of or any interest in the Shareholder's Common Shares and the Pooling Agent shall not accept or acknowledge any transfer, assignment, declaration of trust or any other document evidencing a change in legal and beneficial ownership of or interest in the Shareholder's Common Shares, prior to the release of such Common Shares in accordance with the terms of this Agreement, except as may be required by reason of the death or bankruptcy of the Shareholder, in which case the Pooling Agent shall hold the certificate or certificates for the Shareholder's Common Shares subject to this Agreement for whatever person or persons, firm or corporation may thus become legally entitled thereto.

6. If, during the period in which any of the Shareholder's Common Shares are retained in trust pursuant hereto, any dividend, other than a dividend paid in common shares of the Company, is received by the Pooling Agent in respect of the Shareholder's Common Shares, such dividend shall be paid or transferred forthwith to the Shareholder entitled thereto. Any common shares of the Company received by way of dividend in respect of the Shareholder's Common Shares shall be dealt with as if they were Common Shares of the Shareholder subject to this Agreement.

7. The Pooling Agent will not be liable for any action taken or omitted to be taken by it or on its behalf in good faith and in the exercise of its reasonable judgment. The Pooling Agent may at any time consult with independent legal counsel of its own choice in any such matters, will have full and complete authorization and protection from any action taken or omitted by it hereunder in good faith and in the exercise of its reasonable judgment in accordance with the advice of such legal counsel on its part and will incur no liability for any

delay reasonably required to obtain the advice of any such legal counsel. The Pooling Agent will not be answerable for the default or misconduct of any agent or legal counsel employed or appointed, at its discretion, by it if such agent or legal counsel will have been selected with reasonable care.

8. The Shareholder and the Company agree from time to time and at all times hereafter well and truly to save, defend and keep harmless and fully indemnify the Pooling Agent, its successors and assigns from and against all loss, costs, charges, suits, demands, claims, damages and expenses which the Pooling Agent, its successors or assigns may at any time or times hereafter bear, sustain, suffer or be put unto for or by reason or on account of its acting or not acting pursuant to this Agreement or anything in any manner relating thereto or by reason of the Pooling Agent's compliance in good faith with the terms hereof.

9. In case proceedings should hereafter be taken in any court respecting the Shareholder's Common Shares, the Pooling Agent will not be obliged to defend any such action or submit its rights to the court until it has been indemnified by other good and sufficient security in addition to the indemnity given in Section 8 against its costs of such proceedings.

10. The Shareholder is solely responsible for obtaining independent legal advice in connection with entering into this Agreement, and the Shareholder confirms that it has not relied on the Company in any manner in connection with its decision to enter into this Agreement.

11. The Pooling Agent shall not be liable or accountable to the Shareholder with respect to any loss of investment or damages occasioned by the Shareholder as a result of the shares being held by the Pooling Agent pursuant to the provisions of this Agreement.

12. The Pooling Agent will have no responsibility in respect of loss of the certificate or certificates representing the Shareholder's Common Shares except the duty to exercise such care in the safekeeping thereof as it would exercise if the Shareholder's Common Shares belonged to the Pooling Agent. The Pooling Agent may act on the advice of counsel but will not be responsible for acting or failing to act on the advice of counsel.

13. In the event that the Shareholder's Common Shares are attached, garnished or levied upon under any court order, or if the delivery of such property is stayed or enjoined by any court order or if any court order, judgment or decree is made or entered affecting such property or affecting any act by the Pooling Agent, the Pooling Agent will obey and comply with all writs, orders, judgments or decrees so entered or issued, whether with or without jurisdiction, notwithstanding any provision of this Agreement to the contrary. If the Pooling Agent obeys and complies with any such writs, orders, judgments or decrees, it will not be liable to any of the parties hereto or to any other person, firm, association or corporation by reason of such compliance, notwithstanding that such writs, orders, judgments or decrees may be subsequently reversed, modified, annulled, set aside or vacated.

14. Except as herein otherwise provided, the Pooling Agent is authorized and directed to disregard any and all notices and warnings which may be given to it by any of the parties hereto or by any other person, firm, association or corporation. It will, however, obey the

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order, judgment or decree of any court of competent jurisdiction, and it is hereby authorized to comply with and obey such orders, judgments or decrees and in case of such compliance, it shall not be liable by reason thereof to any of the parties hereto or to any other person, firm, association or corporation, even if thereafter any such order, judgment or decree may be reversed, modified, annulled, set aside or vacated.

15. If written notice of protest is made by the Shareholder and/or the Company to the Pooling Agent to any action contemplated by the Pooling Agent under this Agreement, and such notice sets out reasons for such protest, the Pooling Agent may, at its sole discretion, continue to hold the Shareholder's Common Shares until the right to the documents is legally determined by a court of competent jurisdiction or otherwise.

16. The Pooling Agent may resign as Pooling Agent by giving not less than five (5) days' notice thereof to the Shareholder and the Company. The Shareholder and the Company may terminate the Pooling Agent by giving not less than five (5) days' notice to the Pooling Agent. The resignation or termination of the Pooling Agent will be effective and the Pooling Agent will cease to be bound by this Agreement on the date that is five (5) days after the date of receipt of the termination notice given hereunder or on such other date as the Pooling Agent, the Shareholder and the Company may agree upon. All indemnities granted to the Pooling Agent herein will survive the termination of this Agreement or the termination or resignation of the Pooling Agent. In the event of termination or resignation of the Pooling Agent for any reason, the Pooling Agent shall, within that five (5) days' notice period deliver the Shareholder's Common Shares to the new Pooling Agent to be named by the Shareholder and the Company.

17. Notwithstanding anything to the contrary contained herein, in the event of any dispute arising between the Shareholder and/or the Company, this Agreement or any matters arising thereto, the Pooling Agent may, in its sole discretion, deliver and interplead the Shareholder's Common Shares into court and such delivery and interpleading will be an effective discharge to the Pooling Agent.

18. The Company will pay all of the compensation of the Pooling Agent and will reimburse the Pooling Agent for any and all reasonable expenses, disbursements and advances made by the Pooling Agent in the performance of its duties hereunder, including reasonable fees, expenses and disbursements incurred by its counsel and any fees and disbursements incurred in the interpleader proceedings referred to in Section 17.

19. This Agreement shall enure to the benefit of and be binding upon the parties hereto and each of their heirs, executors, administrators, successors and permitted assigns.

20. This Agreement may be executed in several parts in the same form and such part as so executed shall together constitute one original agreement, and such parts, if more than one, shall be read together and construed as if all the signing parties hereto had executed one copy of this Agreement.

21. This Agreement will be exclusively governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

SCHEDULE "A"

Shareholders

This is Schedule "A" to the above Voluntary Common Share Pooling Agreement.

	Shareholder	Total Shares	Total Warrants
1	Jason Taylor	1,250,000	625,000
2	Nicco Dehaan	1,250,000	625,000
3	Timothy O'Donnell	1,250,000	625,000
4	Steven Bowering	1,250,000	625,000

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Notarized by
Teresa J. [Signature]

