

SHARE PURCHASE AGREEMENT

(Purchase and Sale of 950,000 Lifted Shares)

THIS SHARE PURCHASE AGREEMENT (the "**Agreement**") is made as of September 1, 2020

AMONG:

EARTH CORPORATION, a corporation incorporated under the laws of the Province of Alberta (the "**Vendor**")

- and -

KOOTENAY ZINC CORP., a corporation incorporated under the laws of the Province of British Columbia (the "**Purchaser**")

(collectively, the "**Parties**" and each a "**Party**")

RECITALS:

- A. Lifted Innovations Inc. ("**Lifted**") (formerly named Lifted Cannabis Inc.) is a corporation existing under the laws of Canada.
- B. The Vendor is the owner of 950,000 common shares in the capital of Lifted represented by share certificate C-262 (collectively, the "**Purchased Shares**"). For greater certainty, the Purchased Shares were until September 1, 2020 held in the name of National Bank Financial Inc. and were represented by share certificate C-10 issued by Lifted Cannabis Inc.
- C. The Vendor has agreed to sell to the Purchaser, and the Purchaser has agreed to purchase from the Vendor, the Purchased Shares on the terms and conditions set forth in this Agreement (the "**Transaction**").
- D. It is expected that prior to the Closing (as such term is defined below), the Purchaser will change its name to PeakBirch Logic Inc.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the premises and of the mutual covenants and agreements hereinafter set forth, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereto covenant and agree as set forth below:

ARTICLE 1 PURCHASE AND SALE

1.1 Purchase and Sale

Subject to the provisions of this Agreement, and in particular the conditions set out in Section 1.2, at the Closing (as defined herein) the Vendor shall sell, assign and transfer the Purchased Shares and the Purchaser shall purchase the Purchased Shares from the Vendor, free and clear of all Encumbrances as defined below, the entirety of the Vendor's right, title and interest in and to the Purchased Shares in

exchange for 950,000 common shares of the Purchaser ("**PeakBirch Shares**") at a price per PeakBirch Share equal to the closing price of the PeakBirch Shares on the Canadian Securities Exchange (the "**CSE**") on October 5, 2020 (the "**Consideration Shares**"). The Purchaser shall register the Consideration Shares in such name as directed by the Vendor. In addition to any restrictions to which the Consideration Shares are subject to under applicable securities law, the Vendor shall not, without the consent of the Purchaser, trade the Consideration Shares before January 5, 2021 ("**Contractual Trade Restriction**") and the certificate or DRS statement representing the Consideration Shares will bear such legend.

1.2 Condition to Closing

Notwithstanding anything else in this Agreement, the Vendor shall be under no obligation to sell to the Purchaser, and the Purchaser shall be under no obligation to purchase from the Vendor, the Purchased Shares unless, on and as of the date and time of Closing both: (i) the PeakBirch Shares are listed for trading on the CSE and are not halted or suspended from trading by the CSE or, subject to a cease trade order by any securities regulator, and (ii) the Purchaser's representations and warranties herein are correct and accurate.

ARTICLE 2 REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties of the Vendor

The Vendor represents and warrants to the Purchaser the matters set forth below and acknowledges that the Purchaser is relying upon the accuracy of such representations and warranties in connection with its purchase of the Purchased Shares:

- (a) the Vendor is a corporation duly incorporated and validly existing under the laws of the Province of Alberta;
- (b) the execution, delivery, and performance of this agreement has been duly authorized by all necessary corporate action on the part of the Vendor;
- (c) all of the Purchased Shares are owned by the Vendor as the beneficial owner thereof and upon completion of the transaction contemplated by this Agreement, the Purchaser will have good, marketable and valid title to the Purchased Shares, free and clear of all pledges, liens, charges, security interests, leases, title retention agreements, mortgages, restrictions, development or similar agreements, title defects, options, rights of first offer or rights of first refusal, adverse claims, restrictive covenants, joint use agreements, demands, equities and encumbrances of every nature and kind whatsoever ("**Encumbrances**"), has the exclusive right to vote the Purchased Shares and has the exclusive right of disposition and sole power to agree to all of the matters set forth in this Agreement in respect of such Purchased Shares;
- (d) the Vendor has all necessary power, authority and capacity to enter into this Agreement and to carry out its obligations under this Agreement. This Agreement has been or will be duly executed and delivered by the Vendor and constitutes a legal, valid and binding obligation of the Vendor enforceable against the Vendor in accordance with the terms thereof, subject only to any limitation under applicable laws relating to bankruptcy, winding-up, insolvency, arrangement, fraudulent preference and conveyance, assignment and preference and other similar laws of general application affecting creditors' rights,

and the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction;

- (e) the Vendor is not a party to any contract, agreement, option or right binding upon or which may become binding upon the Vendor to sell, transfer, pledge, hypothecate or alienate the Purchased Shares;
- (f) the Vendor is an "accredited investor", as such term is defined in National Instrument 45-106 – *Prospectus Exemptions*;
- (g) the Vendor is not a non-resident as defined in the *Income Tax Act* (Canada) RSC 1985, c 1 (5th Supp.); and
- (h) each of the Purchased Shares is fully paid and non-assessable and there is no voting trust or voting agreement or pooling agreement with respect to the Purchased Shares.

2.2 Representations and Warranties of the Purchaser

The Purchaser covenants, represents and warrants to the Vendor the matters set forth below and acknowledges that the Vendor is relying upon the accuracy of such representations and warranties in connection with its sale of the Purchased Shares and acquisition of the Consideration Shares:

- (a) the Purchaser is a corporation duly incorporated and validly existing under the laws of the Province of British Columbia;
- (b) the execution, delivery, and performance of this agreement has been duly authorized by all necessary corporate action (including shareholder approval) on the part of the Purchaser;
- (c) at Closing, the Consideration Shares shall be duly and validly issued as fully paid and non-assessable common shares in the capital of the Purchaser free and clear of all Encumbrances including any escrows or trade restrictions applicable under any law, rule or regulation or rules or policies of any stock exchange other than the Contractual Trade Restriction and applicable resale restrictions under National Instrument 45-102;
- (d) the Purchaser has all necessary power, authority and capacity to enter into this Agreement and to carry out its obligations under this Agreement. This Agreement has been or will be duly executed and delivered by the Purchaser and constitutes a legal, valid and binding obligation of the Purchaser enforceable against the Purchaser in accordance with the terms thereof, subject only to any limitation under applicable laws relating to bankruptcy, winding-up, insolvency, arrangement, fraudulent preference and conveyance, assignment and preference and other similar laws of general application affecting creditors' rights, and the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction;
- (e) the Purchaser is not party to, bound by, or subject to any agreement, indenture, mortgage, lease, instrument, order, judgment, decree, or any of its constating documents or by-laws, which would be violated, contravened or infringed by the execution and delivery of this Agreement by the Purchaser or the performance of its obligations under this Agreement;

- (f) the Consideration Shares are included in the common shares in the capital of the Purchaser that have been conditionally approved for listing on the CSE, and at Closing, the common shares of the Purchaser shall be listed and posted for trading and the Purchaser shall be in compliance with the rules and policies of the CSE; and
- (g) the execution and delivery of and performance by the Purchaser of this Agreement:
 - (i) does not and will not (or would not with the giving of notice, the lapse of time or the happening or any other event or condition) constitute or result in a breach or violation of, or conflict with or allow any other person to exercise any rights under, any of the terms or provisions of any contracts or instruments to which it is a party; and
 - (ii) does not and will not result in the violation of any laws, rules or instruments or the rules or policies of any stock exchange;
- (h) On or before Closing, the Purchaser will have completed the *Consolidation* and the transactions contemplated in the *Canndora Business Combination Agreement*, the *Greeny Business Combination Agreement* and the *Lifted Take-over Bid* as such italicized terms are defined in the Purchaser's management information circular dated July 29, 2020 (as filed on SEDAR) (the "**Circular**") substantially on the terms and as described in the Circular;
- (i) Purchaser shall be in compliance with all applicable laws, rules and regulations except where non-compliance therewith would not cumulatively result in a material adverse effect on the Purchaser;
- (j) Purchaser and its directors and officers, and any securities of Purchaser are not and shall not at the time of Closing be subject to any cease trade order or any regulatory investigation or enquiry; and
- (k) the number of Consideration Shares to be issued by the Purchaser to the Vendor hereunder shall be the number of common shares in the capital of the Purchaser after giving effect to the Consolidation (as defined in the Circular).

2.3 Non-Waiver

No investigations made by or on behalf of a Party at any time shall have the effect of waiving, diminishing the scope of or otherwise affecting any representation or warranty made by the other Party herein or pursuant hereto.

2.4 Nature and Survival of Representations and Warranties

The representations and warranties of the Parties contained in this Agreement shall survive the (i) Closing, as defined herein; (ii) the execution and delivery under this Agreement of any instruments of conveyance or other instruments of transfer of any of the Purchased Shares; and (iii) the issuance by the Purchaser to the Vendor of the Consideration Shares. In the event that any of the said representations and warranties is found to be incorrect or there is a breach of any covenant of the Vendor or the Purchaser which results in any loss or damage sustained directly or indirectly by the Purchaser or the Vendor, then the Vendor or the Purchaser shall pay the amount of such loss or damage to the Purchaser or the Vendor, as the case may be.

ARTICLE 3 INDEMNITY

3.1 Indemnity

Each Party hereto (the "**Indemnifying Party**") covenants and agrees to indemnify and save harmless the other Party hereto (the "**Indemnified Party**") and its respective heirs, executors, administrators, successors and assigns, from and against any Claim which may be made or brought against the Indemnified Party or which the Indemnified Party may suffer or incur as a result of, in respect of, or arising out of any incorrectness in or breach of any representation, warranty or covenant of the Indemnifying Party contained in this Agreement. For the purposes herein, "**Claim**" shall mean any claim, damage, expense, liability, assessment, judgment, settlement, cost, loss, charge, fine, penalty or assessment, including the costs and expenses of any action, suit, proceeding, demand, assessment, judgment, settlement or compromise relating thereto and all interest, punitive damages, fines and penalties and reasonable legal fees and expenses incurred in connection therewith on a solicitor and its own client basis.

ARTICLE 4 CLOSING ARRANGEMENTS

4.1 Closing Time and Location

Subject to the terms of this Agreement, and for greater certainty Section 1.2, the Parties will cause the Transaction to be completed at the offices of the Purchaser's legal counsel at 9:00 am Vancouver time on October 6, 2020 (the "**Closing**").

4.2 Deliveries at Closing

At or prior to the Closing:

- (a) the Vendor will deliver or cause to be delivered to the Purchaser the following items:
 - (i) a share transfer form in respect of the Purchased Shares;
 - (ii) the share certificate representing the Purchased Shares; and
 - (iii) a direction in respect of the registration of the Consideration Shares.
- (b) the Purchaser will deliver or cause to be delivered to the Vendor or to such other party as the Vendor may direct a share certificate or DRS statement representing 950,000 PeakBirch Shares.

4.3 Securities Law

The parties acknowledge and agree that the Consideration Shares will be issued to the Vendor at Closing in reliance upon the exemption from prospectus requirements set forth in Section 2.16 of National Instrument 45-106 - *Prospectus Exemptions*.

ARTICLE 5 GENERAL

5.1 Governing Law

This Agreement is a contract made under and shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in the Province of British Columbia.

5.2 Attornment

The Parties irrevocably submit to the jurisdiction of the courts of competent jurisdiction in the Province of British Columbia in respect of any action or proceeding relating in any way to this Agreement.

5.3 Severability

If, in any jurisdiction, any provision of this Agreement or its application to any Party or circumstance is restricted, prohibited or unenforceable, such provision shall, as to such jurisdiction, be ineffective only to the extent of such restriction, prohibition or unenforceability without invalidating the remaining provisions of this Agreement and without affecting the validity or enforceability of such provision in any other jurisdiction or without affecting its application to other persons or circumstances.

5.4 Independent Legal Advice

Each of the Parties acknowledges that it has read and understands the terms and conditions of this Agreement, and acknowledges and agrees that it was not prevented or discouraged by any other Party to this Agreement from seeking any independent legal advice which it considered necessary before the execution and delivery of this Agreement, and that if it did not avail itself of that opportunity before signing this Agreement, it did so voluntarily without any undue pressure, and agrees that its failure to obtain independent legal advice will not be used by it as a defence to the enforcement of its obligations under this Agreement.

5.5 Entire Agreement

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties, and there are no representations, warranties or other agreements between the Parties, express or implied, in connection with the subject matter of this Agreement except as specifically set out in this Agreement. No Party has been induced to enter into this Agreement in reliance on, and there will be no liability assessed, either in tort or contract, with respect to, any warranty, representation, opinion, advice or assertion of fact, except to the extent it has been reduced to writing and included as a term in this agreement.

5.6 Time

Time is of the essence in the performance of the Parties' respective obligations.

5.7 Amendment

No amendment, supplement, modification or waiver or termination of this Agreement and, unless otherwise specified, no consent or approval by any Party, is binding unless executed in writing by the Party to be bound thereby.

5.8 Assignment

Neither this Agreement nor any rights or obligations under this Agreement shall be assignable by operation of law, amalgamation or otherwise by any Party without the prior written consent of the other Party. Subject thereto, this Agreement shall enure to the benefit of and be binding upon the Parties and their respective heirs, executors, successors and permitted assigns. No third party shall have any rights hereunder unless expressly stated to the contrary.

5.9 Further Assurances

The Parties shall, with reasonable diligence, do all such things and provide all such reasonable assurances as may be required to consummate the transaction contemplated by this Agreement, and each Party shall provide such further documents or instruments required by any other Party as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions.

5.10 Execution and Delivery

This Agreement may be executed by the Parties in counterparts and may be executed and delivered by facsimile or other electronic transmission and all such counterparts shall together constitute one and the same agreement.

[Remainder of this page left intentionally blank; signature page follows.]

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

KOOTENAY ZINC CORP.

Per: *"Von Torres"*
Name: Von Torres
Title: Authorized Officer

EARTH CORPORATION

Per: *"Dean Curtis"*
Name: Dean Curtis
Title: Authorized Officer