

ARRANGEMENT AGREEMENT

between

SOFTLAB9 TECHNOLOGIES INC.

- and -

CLEAN GO GREEN GO INC.

dated as of

NOVEMBER 20, 2020

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ARRANGEMENT AGREEMENT

This Arrangement Agreement (this "**Agreement**"), dated as of November 20, 2020, is entered into between:

SOFTLAB9 TECHNOLOGIES INC., a corporation continued under the laws of the Province of Alberta (the "**Buyer**")

- and -

CLEAN GO GREEN GO INC., a corporation incorporated under the laws of the Province of Alberta (the "**Corporation**")

RECITALS

WHEREAS:

- (a) the Buyer proposes to acquire all Corporation Shares (as defined below) by way of a Plan of Arrangement (as defined below) on the terms and subject to the conditions set forth in this Agreement;
- (b) the Corporation Board (as defined below) has unanimously determined that the Consideration (as defined below) to be received by the Corporation Shareholders (as defined below) is fair to such shareholders and that the Arrangement (as defined below) is in the best interests of the Corporation; and
- (c) the Buyer Board (as defined below) has unanimously determined that the change of business and fundamental change resulting from the Arrangement is in the best interests of the Buyer.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties (as defined below) agree as follows:

ARTICLE 1 INTERPRETATION

Section 1.01 Definitions.

As used in this Agreement, the following terms have the following meanings:

"**ABCA**" means the *Business Corporations Act* (Alberta), RSA 2000, Chapter B-9, as amended.

"**Affiliate**" has the meaning specified in *National Instrument 45-106 - Prospectus Exemptions*.

"**Agreement**" means this arrangement agreement including the schedules and the Disclosure Letters as it may be amended, modified or supplemented from time to time in accordance with the terms hereof.

"**Arrangement**" means the arrangement of the Corporation under Section 193 of the ABCA on the terms and subject to the conditions set out in the Plan of Arrangement, subject to any amendments or variations to the Plan of Arrangement made in accordance with the terms of

this Agreement and the Plan of Arrangement or made at the direction of the Court in the Final Order with the prior written consent of the Corporation and the Buyer, each acting reasonably.

"Arrangement Resolution" means the special resolution approving the Plan of Arrangement to be considered at the Corporation Meeting substantially in the form set out in Schedule "B".

"Articles of Arrangement" means the articles of arrangement of the Corporation in respect of the Arrangement that are required by the ABCA to be sent to the Registrar after the Final Order is made, which shall include the Plan of Arrangement and otherwise be in a form and content satisfactory to the Corporation and the Buyer, each acting reasonably.

"Associate" has the meaning specified in the *Securities Act* (Alberta).

"Authorization" means, with respect to any Person, any order, permit, approval, certification, accreditation, consent, waiver, registration, licence, or similar authorization of, or agreement with, any Governmental Entity, whether by expiry or termination of an applicable waiting period or otherwise, that is binding upon or applicable to such Person or its business, assets or securities.

"Breaching Party" has the meaning set forth in Section 5.08(c).

"Business Day" means any day, other than a Saturday, a Sunday or a day on which major banks are closed for business in the City of Calgary in the Province of Alberta, Canada.

"Buyer" has the meaning set forth in the preamble.

"Buyer Board" means the board of directors of the Buyer as constituted from time to time.

"Buyer Board Recommendation" has the meaning set forth in Section 2.05(b)(i).

"Buyer Circular" means the notice of the Buyer Meeting and accompanying management information circular, including all schedules, appendices and exhibits to, and information incorporated by reference in, such management information circular, to be sent to Buyer Shareholders in connection with the Buyer Meeting, as amended, supplemented or otherwise modified from time to time in accordance with the terms of this Agreement.

"Buyer Constating Documents" means the articles of incorporation and by-laws of the Buyer, as they may be amended from time to time.

"Buyer Disclosure Letter" means the disclosure letter dated the date of this Agreement and delivered by the Buyer to the Corporation with this Agreement.

"Buyer Filings" means all documents publicly filed by or on behalf of the Buyer on SEDAR.

"Buyer Material Adverse Effect" means a Material Adverse Effect in relation to the Buyer.

"Buyer Meeting" means the special meeting of Buyer Shareholders, including any adjournment or postponement thereof in accordance with the terms of this Agreement, to be called and held in accordance with the policies of CSE to consider the Buyer Shareholder Resolution.

"Buyer Share" means a common share in the capital of the Buyer.

"Buyer Shareholders" means the registered and/or beneficial owners of the Buyer Shares, as the context requires.

"Buyer Shareholder Resolution" means the ordinary resolution approving the Agreement and the transactions contemplated therein to be considered at the Buyer Meeting substantially in the form set out in Schedule "C".

"Certificate of Arrangement" means the certificate of arrangement giving effect to the Arrangement, issued pursuant to subsection 193(11) of the ABCA after the Articles of Arrangement have been filed.

"Consideration" means the issuance of an aggregate of 24,000,000 Buyer Shares in exchange of the total issued and outstanding Corporation Shares as of the Effective Time, for an effective exchange ratio of 0.75 of Buyer Share for each Corporation Share.

"Contract" means any written or oral agreement, commitment, engagement, contract, franchise, licence, lease, obligation, note, bond, mortgage, indenture, undertaking or joint venture to which either Party or any of its Subsidiaries is a party or by which either Party or any of its Subsidiaries is bound or affected or to which any of their respective properties or assets is subject.

"Corporation" has the meaning set forth in the preamble.

"Corporation Board" means the board of directors of the Corporation as constituted from time to time.

"Corporation Board Recommendation" has the meaning set forth in Section 2.03(b)(i).

"Corporation Circular" means the notice of the Corporation Meeting and accompanying management information circular, including all schedules, appendices and exhibits to, and information incorporated by reference in, such management information circular, to be sent to Corporation Shareholders and other Persons as required by the Interim Order and Law in connection with the Corporation Meeting, as amended, supplemented or otherwise modified from time to time in accordance with the terms of this Agreement.

"Corporation Constating Documents" means the articles of incorporation and by-laws of the Corporation, as they may be amended from time to time.

"Corporation Disclosure Letter" means the disclosure letter dated the date of this Agreement and delivered by the Corporation to the Buyer with this Agreement.

"Corporation Employees" means the officers and employees of the Corporation and its Subsidiaries.

"Corporation Material Adverse Effect" means a Material Adverse Effect in relation to the Corporation.

"Corporation Meeting" means the special meeting of Corporation Shareholders, including any adjournment or postponement thereof in accordance with the terms of this Agreement, to be called and held in accordance with the Interim Order to consider the Arrangement Resolution.

"Corporation Nominees" includes the following individuals, namely Anthony Sarvucci, Morgan Rebrinsky, Eugene Chen and Darren Clark.

"Corporation Share" means a Class "A" Common Share in the capital of the Corporation.

"Corporation Shareholders" means the registered and/or beneficial owners of the Corporation Share(s), as the context requires.

"Court" means the Court of Queen's Bench of Alberta in the City of Calgary in the Province of Alberta.

"CSE" means the Canadian Stock Exchange.

"Deferred Consideration" has the meaning given to such term in Schedule "D" - Side Letter Agreement.

"Depository" means such Person as the Corporation may appoint to act as depository in relation to the Arrangement, with the approval of the Buyer, acting reasonably.

"Disclosure Letters" means, collectively the Buyer Disclosure Letter and the Corporation Disclosure Letter.

"Dissent Rights" means the rights of dissent in respect of the Arrangement as provided for in the Plan of Arrangement.

"Effective Date" means the date shown on the Certificate of Arrangement giving effect to the Arrangement.

"Effective Time" has the meaning given to such term in the Plan of Arrangement.

"Employee Plans" means all health, welfare, supplemental unemployment benefit, fringe benefit, bonus, profit sharing, savings, insurance, incentive, incentive compensation, deferred compensation, death benefits, termination, retention, change in control, severance, security purchase, security compensation, disability, pension, or supplemental retirement plans and other employee, independent contractor, consultant or director compensation or benefit plans, policies, trusts, funds, agreements or arrangements for the benefit of current or former directors of the Corporation or any of its Subsidiaries, Corporation Employees, former Corporation Employees or any other Person, whether written or unwritten, which are maintained by or binding upon the Corporation or any of its Subsidiaries or in respect of which the Corporation or any of its Subsidiaries has any actual or potential liability, but does not include (a) individual offer letters or Contracts with any Corporation Employees or former Corporation Employees (including any amendments thereto) and (b) any statutory plans administered by a Governmental Entity, including the Canada Pension Plan and plans administered pursuant to applicable federal, state or provincial health, worker's compensation or employment insurance legislation.

"Environmental Laws" means all Laws and agreements with Governmental Entities and all other statutory requirements relating to public health and safety, noise control, pollution, reclamation or the protection of the environment or to the generation, production, installation, use, processing, handling, storage, treatment, distribution, transportation, disposal or release of hazardous substances, and all Authorizations issued pursuant to such Laws, agreements or other statutory requirements, in each case, to the extent they have the force of Law.

"Final Order" means the final order of the Court pursuant to section 193(11) of the ABCA, in form and substance satisfactory to each Party, acting reasonably, approving the Arrangement, as such order may be amended by the Court (with the consent of each of the Parties, acting reasonably) at any time prior to the Effective Date or, if appealed, then unless such appeal is withdrawn or denied, as affirmed or as amended (provided that such amendment is satisfactory to each of the Parties, acting reasonably) on appeal.

"Governmental Entity" means:

- (a) any international, multinational, national, federal, provincial, territorial, state, regional, municipal, local or other government, governmental or public body, authority or department, central bank, court, tribunal, arbitral or adjudicative body, commission, commissioner, cabinet, board, bureau, minister, ministry, governor-in-council, agency or instrumentality, domestic or foreign;
- (b) any subdivision, agent or authority of any of the foregoing;
- (c) any quasi-governmental, administrative or private body, including any tribunal, commission, committee, regulatory agency or self-regulatory organization, exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing; or
- (d) any stock exchange (including the CSE).

"IFRS" means generally accepted accounting principles as set out in the CPA Canada Handbook - Accounting for an entity that prepares its financial statements in accordance with International Financial Reporting Standards.

"Intellectual Property" means domestic and foreign:

- (a) patents, applications for patents and reissues, divisionals, continuations, renewals, re-examinations, extensions and continuations-in-part of patents or patent applications;
- (b) proprietary and non-public business information, including inventions (whether patentable or not), invention disclosures, improvements, discoveries, trade secrets, confidential information, know-how, methods, models, formulae, algorithms, processes, designs, technology, technical data, schematics, formulae and customer lists and documentation relating to any of the foregoing;
- (c) copyrights, copyright registrations and applications for copyright registration;
- (d) integrated circuit topographies, integrated circuit topography registrations and applications, mask works, mask work registrations and applications for mask work registrations;
- (e) designs, design registrations, design registration applications, industrial designs, industrial design registrations and industrial design applications;
- (f) trade names, business names, corporate names, domain names, website names and world wide web addresses, common law trademarks, trademark

registrations, trademark applications, trade dress and logos, and the goodwill associated with any of the foregoing;

- (g) software; and
- (h) any other intellectual property and industrial property.

"Intellectual Property Rights" has the meaning set forth in Section 3.01(r)(v).

"Interim Order" means the interim order of the Court pursuant to section 193(4) of the ABCA in form and substance satisfactory to each Party, acting reasonably, providing for, among other things, the calling and holding of the Corporation Meeting, as such order may be amended by the Court with the consent of each of the Parties, acting reasonably.

"Law" means, with respect to any Person, any and all applicable law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, Order, injunction, judgment, award, decree, ruling or similar requirement, whether domestic or foreign, enacted, adopted, promulgated or applied by a Governmental Entity that is binding upon or applicable to such Person or its business, undertaking, property or securities, and to the extent that they have the force of law, policies, guidelines, notices and protocols of any Governmental Entity, as amended, unless expressly specified otherwise.

"Lien" means any mortgage, charge, pledge, hypothec, security interest, prior claim, assignment, lien (statutory or otherwise), or restriction or adverse right or claim, or other third-party interest or encumbrance of any kind, in each case, whether contingent or absolute.

"Loan" means the bridge loan advanced by the Buyer to the Corporation in the aggregate amount of ██████████ following the signing of the letter of intent dated May 20, 2020.

"Loan Repayment Amount" has the meaning set forth in Section 9.01(b).

"Loan Repayment Amount Event" has the meaning set forth in Section 9.01(b).

"Material Adverse Effect" means, in relation to a Party, any change, event, occurrence, effect, state of facts or circumstance that, individually or in the aggregate with other such changes, events, occurrences, effects, states of facts or circumstances:

- (a) is or would reasonably be expected to be material and adverse to the business, operations, results of operations, assets, properties, financial condition or liabilities (contingent or otherwise) of such Party and its Subsidiaries, taken as a whole, except any such change, event, occurrence, effect, state of facts or circumstances resulting from or arising in connection with:
 - (i) any change or development generally affecting the industries in which such Party and its Subsidiaries operate;
 - (ii) any change in global, national or regional political conditions (including the outbreak or escalation of war or acts of terrorism) or in general economic, business, regulatory, political, or market conditions or in national or global financial, currency, securities or credit markets;

- (iii) any change in Law, IFRS or regulatory accounting or tax requirements, or in the interpretation, application or non-application of the foregoing by any Governmental Entity;
- (iv) any natural disaster or epidemic, pandemic or disease outbreak, including the COVID-19 virus;
- (v) any action taken (or omitted to be taken) by such Party or any of its Subsidiaries that is required by this Agreement or upon the written request or with the written consent of the other Party to this Agreement;
- (vi) any change in the market price or trading volume of any securities of such Party (it being understood that the causes underlying such change in market price or trading volume may be taken into account in determining whether a Material Adverse Effect has occurred);
- (vii) any failure by a Party to meet any internal or published projections, forecasts, guidance or estimate of revenues, earnings or cash flows (it being understood that the causes underlying such failure may be taken into account in determining whether a Material Adverse Effect has occurred); or
- (viii) the execution, announcement or performance of this Agreement or the Arrangement or the implementation of the Arrangement, including any loss or threatened loss of, or adverse change or threatened adverse change in, the relationship of such Party or any of its Subsidiaries with any Governmental Entity or any of its or their current or prospective employees, customers, security holders, financing sources, vendors, distributors, suppliers, counterparties, partners, licensors or lessors;

provided, however, that: (A) with respect to clauses (i) through to and including (iv) above, only to the extent that such matter does not have a materially disproportionate effect on such Party and its Subsidiaries, taken as a whole, relative to other comparable companies and entities operating in the industries in which such Party or any of its Subsidiaries operate and (B) references in certain Sections of this Agreement to dollar amounts are not intended to be, and shall not be deemed to be, illustrative for purposes of determining whether a "Material Adverse Effect" has occurred; or

- (b) prevents or materially impairs (or would reasonably be expected to prevent or materially impair) the ability of such Party to consummate the transactions contemplated by this Agreement on a timely basis.

"Material Contract" means any Contract:

- (a) that, if terminated or modified or if it ceased to be in effect, would reasonably be expected to have a Corporation Material Adverse Effect;
- (b) under which indebtedness in excess of \$25,000 is or may become outstanding, other than a Contract between two or more wholly owned Subsidiaries of the Corporation or between the Corporation and one or more of its wholly owned Subsidiaries;

- (c) relating directly or indirectly to the guarantee of any liabilities or obligations or to indebtedness for borrowed money in excess of \$25,000 in the aggregate;
- (d) under which the Corporation or any of its Subsidiaries is obligated to make or expects to receive payments in excess of \$25,000 over the remaining term;
- (e) that creates an exclusive dealing arrangement or right of first offer or refusal;
- (f) providing for the purchase, sale or exchange of, or option to purchase, sell or exchange, any property or asset where the purchase or sale price or agreed value or fair market value of such property or asset exceeds \$25,000;
- (g) that limits or restricts in any material respect (i) the ability of the Corporation or any Subsidiary to engage in any line of business or carry on business in any geographic area or (ii) the scope of Persons to whom the Corporation or any of its Subsidiaries may sell products; or
- (h) providing for the establishment, investment in, organization or formation of any joint venture, partnership or other revenue sharing arrangements in which the interest of the Corporation or its Subsidiaries has a fair market value that exceeds \$100,000.

"**Misrepresentation**" has the meaning ascribed thereto under Securities Laws.

"**OHSA**" has the meaning set forth in Section 3.01(y)(vii).

"**Order**" means any order, writ, judgment, decree, stipulation, determination, award, decision, sanction or ruling entered by or with any Governmental Entity.

"**Ordinary Course**" means, with respect to an action taken by a Person, that such action is consistent in nature and scope with the past practices of such Person and is taken in the ordinary course of the normal day-to-day and operations of such Person.

"**Outside Date**" means March 31, 2021 or such later date as may be agreed to in writing by the Parties.

"**Parties**" means the Buyer and the Corporation, and "**Party**" means either one of them, as the context requires.

"**Permitted Liens**" means, in respect of any Person, any one or more of the following:

- (a) Liens for Taxes that are not yet due and payable (or, if due and payable and delinquent, that are being contested in good faith by appropriate Proceedings and for which adequate accruals or reserves have been made in accordance with IFRS and provided that payment has been made so that the contest of any such Liens or Taxes does not subject the Corporation or any of its Subsidiaries to interest, penalty or forfeiture);
- (b) inchoate or statutory Liens of contractors, subcontractors, mechanics, workers, suppliers, materialmen, carriers and others in respect of the construction, maintenance, repair or operation of assets; provided that, such Liens are related to obligations not due or delinquent, are not registered against title to

any assets and in respect of which adequate holdbacks are being maintained as required by Law;

- (c) the right reserved to or vested in any Governmental Entity by any statutory provision, or by the terms of any lease, licence, franchise, grant or permit of the Corporation or any of its Subsidiaries, to terminate any such lease, licence, franchise, grant or permit, or to require annual or other payments as a condition of their continuance;
- (d) easements, rights of way, servitudes and similar rights in land, including rights of way and servitudes for highways and other roads, railways, sewers, drains, pipelines, gas and water mains, electric light, power, telephone, telegraph or cable television conduits, poles, wires and cables that do not materially adversely affect the use and enjoyment of any real or immovable property;
- (e) ownership rights reserved by lessors under leases or licences entered into with the Corporation or any of its Subsidiaries; and
- (f) Liens as listed and described in Section 1.01 of the Disclosure Letters.

"Person" includes any individual, partnership, limited partnership, association, body corporate, organization, joint venture, trust, estate, trustee, executor, administrator, legal representative or government (including any Governmental Entity), syndicate or other entity, whether or not having legal status.

"Plan of Arrangement" means the plan of arrangement substantially in the form set out in Schedule "A" subject to any amendments or variations to such plan made in accordance with this Agreement and the Plan of Arrangement or made at the direction of the Court in the Final Order with the prior written consent of the Buyer and the Corporation, each acting reasonably.

"Proceeding" means any suit, claim, action, charge, litigation, arbitration, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding), hearing, audit, examination or known investigation commenced, brought, conducted or heard by or before any Governmental Entity.

"Private Placement" means a proposed non-brokered private placement of securities of the Buyer as determined by the Buyer Board for aggregate gross proceeds of up to \$5,000,000, provided that the Private Placement, including the price of each such security shall be in accordance with the applicable policies of the CSE.

"Registrar" means the Registrar appointed pursuant to section 263 of the ABCA.

"Regulatory Approvals" means any consent, waiver, permit, exemption, review, Order, decision, non-objection or approval of, or any registration, licence and filing with, any Governmental Entity, or the expiry, waiver or termination of any waiting period imposed by Law or a Governmental Entity, in each case required in relation to the transactions contemplated by this Agreement.

"Representative" means, in respect of any Person and, as applicable, any officer, director, trustee, partner, employee, representative (including any financial, legal or other advisor) or agent of such Person or of any of its Subsidiaries.

"Securities Authorities" means the securities commission or securities regulatory authority of each of the provinces and territories of Canada.

"Securities Laws" means the *Securities Act* (Alberta) together with all other applicable securities Laws, rules, regulations and published policies thereunder or under the securities Laws of any other province or territory of Canada as now in effect and as they may be promulgated or amended from time to time.

"Subsidiary" has the meaning specified in National Instrument 45-106 - *Prospectus Exemptions* and, for purposes of this Agreement, **"control"** shall include the possession, directly or indirectly, of the power to direct or cause the direction of the policies, management and affairs of the Person, whether through the ownership of voting securities, by contract or otherwise, including with respect to any general partner of another Person with the power to direct the policies, management and affairs of such Person.

"Tax Act" means the *Income Tax Act* (Canada).

"Taxes" means:

- (a) any and all taxes, duties, fees, excises, premiums, assessments, imposts, levies and other charges or assessments of any kind whatsoever imposed by any Governmental Entity, whether computed on a separate, consolidated, unitary, combined or other basis, including those levied on, or measured by, or described with respect to, income, gross receipts, profits, gains, windfalls, royalties, capital, capital stock, production, volume, quantity, recapture, transfer, land transfer, licence, gift, occupation, wealth, environment, net worth, indebtedness, surplus, sales, goods and services, harmonized sales, use, value-added, fuel, carbon, excise, special assessment, stamp, withholding, business, franchising, real, immovable or personal or movable property, health, employee health, payroll, workers' compensation, employment or unemployment, severance, social services, social security, education, utility, surtaxes, customs, import or export, and including all licence and registration fees and all employment insurance, health insurance and government pension plan premiums or contributions;
- (b) all interest, penalties, fines, additions to tax or other additional amounts imposed by any Governmental Entity on or in respect of amounts described in paragraph (a) above or this paragraph (b);
- (c) any liability for the payment of any amounts of the type described in paragraphs (a) or (b) as a result of being a member of an affiliated, consolidated, combined or unitary group for any period; and
- (d) any liability for the payment of any amounts described in paragraphs (a) or (b) as a result of any express or implied obligation to indemnify any other Person or as a result of being a transferee or successor in interest to any party.

"Tax Returns" means any and all returns, reports, declarations, elections, notices, forms, designations, filings and statements (including estimated tax returns and reports, withholding tax returns and reports and information returns and reports) filed or required to be filed in respect of Taxes.

"Terminating Party" has the meaning set forth in Section 5.08(c).

"**Termination Notice**" has the meaning set forth in Section 5.08(c).

"**U.S. Securities Act**" means the United States Securities Act of 1933.

"**Willful Breach**" means with respect to any representation, warranty, agreement or covenant in this Agreement, a material breach of this Agreement that is a consequence of an act or omission by the Breaching Party with the actual knowledge that the taking of such act or failure to act, as applicable, would, or would reasonably be expected to, cause a material breach of this Agreement.

Section 1.02 Certain Rules of Interpretation.

In this Agreement, unless otherwise specified:

- (a) **Headings, etc.** The provision of a Table of Contents, the division of this Agreement into Articles and Sections and the insertion of headings are for convenient reference only and do not affect the construction or interpretation of this Agreement.
- (b) **Currency.** All references to dollars or to \$ are references to Canadian dollars. In the event that that any amounts are required to be converted from a foreign currency to Canadian dollars or vice versa, such amounts shall be converted using the most recent closing exchange rate of The Bank of Canada available before the relevant calculation date.
- (c) **Gender and Number.** Any reference to gender includes all genders. Words importing the singular number include the plural and vice versa.
- (d) **Certain Phrases, etc.** The words "**including**", "**includes**" and "**include**" mean "including (or includes or include) without limitation". The term "**Agreement**" and any reference in this Agreement to this Agreement or any other agreement or document includes, and is a reference to, this Agreement or such other agreement or document as it may have been, or may from time to time be, amended, restated, replaced supplemented or novated and includes all schedules to it.
- (e) **Capitalized Terms.** All capitalized terms used in any Schedule or in the Corporation Disclosure Letter or Buyer Disclosure Letter shall have the meanings ascribed to them in this Agreement.
- (f) **Knowledge.** Where any representation or warranty is expressly qualified by reference to the knowledge of: (i) the Corporation, it is deemed to refer to the actual knowledge of Anthony Sarvucci, CEO and director of the Corporation, after reasonable inquiry and without personal liability; and (ii) the Buyer, it is deemed to refer to the actual knowledge of Rahim Mohamed, Chief Executive Officer after reasonable inquiry and without personal liability.
- (g) **Accounting Terms.** All accounting terms are to be interpreted in accordance with IFRS, and all determinations of an accounting nature required to be made shall be made in a manner consistent with IFRS.

- (h) **Statutory References.** Any reference to a particular statute refers to such statute and all rules and regulations made under it, as it or they may have been or may from time to time be amended, consolidated, replaced or re-enacted.
- (i) **Date for Any Action.** If the date on which any action is required or permitted to be taken hereunder by a Person is not a Business Day, such action shall be required or permitted to be taken on the next succeeding day that is a Business Day.
- (j) **Time References.** References to time are to local time in Calgary, Alberta, Canada. When computing any time period in this Agreement, the following rules shall apply:
 - (i) the day marking the commencement of the time period shall be excluded but the day of the deadline or expiry of the time period shall be included; and
 - (ii) any day that is not a Business Day shall be included in the calculation of the time period; however, if the day of the deadline or expiry of the time period falls on a day that is not a Business Day, the deadline or time period shall be extended to the next following Business Day.
- (k) **Consent.** If any provision requires the approval or consent of a Party and such approval or consent is not delivered within the specified time limit, the Party whose consent or approval is required shall be conclusively deemed to have withheld its approval or consent.
- (l) **Subsidiaries.** To the extent any covenants or agreements relate, directly or indirectly, to a Subsidiary of a Party, each such provision shall be construed as a covenant of such Party to cause (to the fullest extent to which it is legally capable) such Subsidiary to perform the required action
- (m) **Schedules.** The Schedules attached to this Agreement form an integral part of this Agreement for all purposes of it. The following schedules are attached to this Agreement:
 - (i) Schedule "A" - Plan of Arrangement;
 - (ii) Schedule "B" - Form of Arrangement Resolution;
 - (iii) Schedule "C" - Form of Buyer Shareholder Resolution; and
 - (iv) Schedule "D" - Side Letter Agreement.

ARTICLE 2 THE ARRANGEMENT

Section 2.01 The Arrangement.

The Corporation and the Buyer agree to implement the Arrangement in accordance with and subject to the terms and conditions contained in this Agreement and the Plan of Arrangement.

Section 2.02 Interim Order.

As soon as reasonably practicable after the date of this Agreement, and in any event in sufficient time to permit the Corporation Meeting to be held in accordance with Section 2.04, the Corporation shall apply in a manner reasonably acceptable to the Buyer pursuant to section 193 of the ABCA and, in co-operation with the Buyer, prepare, file and diligently pursue an application for the Interim Order, which must provide, among other things:

- (a) for the Corporation Shareholders to whom notice is to be provided in respect of the Arrangement and the Corporation Meeting, and for the manner in which such notice is to be provided;
- (b) that the required level of approval for the Arrangement Resolution shall be two thirds of the votes cast on the Arrangement Resolution by Corporation Shareholders present in person or represented by proxy at the Corporation Meeting;
- (c) that, in all other respects, other than as ordered by the Court, the terms, restrictions and conditions of the Corporation Constating Documents, including quorum requirements and all other matters, shall apply in respect of the Corporation Meeting;
- (d) for the grant of Dissent Rights to those Corporation Shareholders who are registered Corporation Shareholders as contemplated in the Plan of Arrangement;
- (e) for the notice requirements with respect to the presentation of the application to the Court for the Final Order;
- (f) that the Corporation Meeting may be adjourned or postponed from time to time by the Corporation in accordance with the terms of this Agreement or as otherwise agreed to by the Parties without the need for additional approval of the Court;
- (g) confirmation of the record date for the purposes of determining the Corporation Shareholders entitled to receive notice of and to vote at the Corporation Meeting in accordance with the Interim Order;
- (h) that the record date for Corporation Shareholders entitled to notice of and to vote at the Corporation Meeting will not change as a result of any adjournment or postponement of the Corporation Meeting, unless required by Law or the Court;
- (i) that it is Buyer's intention to rely upon the exemption from registration provided by section 3(a)(10) of the U.S. Securities Act with respect to the issuance of the Buyer Shares pursuant to the Arrangement, based on the Court's approval of the Arrangement; and
- (j) for such other matters as the Buyer or the Corporation may reasonably require, subject to obtaining the prior consent of the other Party, such consent not to be unreasonably conditioned, withheld or delayed, and subject to the approval of the Court.

Section 2.03 Corporation Circular.

- (a) The Corporation shall, as promptly as reasonably practicable, prepare and complete, in consultation with the Buyer as contemplated by this Section 2.03, the Corporation Circular, together with any other documents required by Law in connection with the Corporation Meeting, and the Corporation shall, as promptly as reasonably practicable after obtaining the Interim Order, cause the Corporation Circular and such documents to be filed with the Securities Authorities or any other Governmental Entity and sent to each Corporation Shareholder and other Persons as required by the Interim Order and Law, in each case using all commercially reasonable efforts so as to permit the Corporation Meeting to be held in accordance with Section 2.04.
- (b) The Corporation shall ensure that the Corporation Circular complies, in all material respects with Law, does not contain a Misrepresentation (other than with respect to any information that is furnished by or on behalf of the Buyer or its Representatives, for inclusion in the Corporation Circular pursuant to Section 2.03(c)) and provides the Corporation Shareholders with sufficient information to permit them to form a reasoned judgment concerning the matters to be placed before the Corporation Meeting. Without limiting the generality of the foregoing, but subject to the terms of this Agreement, the Corporation Circular must include:
 - (i) a statement that the Corporation Board has, after receiving advice from its financial advisor and outside legal counsel, unanimously: (A) determined that the Consideration to be received by the Corporation Shareholders pursuant to the Arrangement is fair to the Corporation Shareholders and the Arrangement is in the best interests of the Corporation; and (B) recommends that the Corporation Shareholders vote in favour of the Arrangement Resolution (the "**Corporation Board Recommendation**").
- (c) The Buyer shall provide to the Corporation all necessary information concerning the Buyer and the Buyer Shares that is required by Law to be included in the Corporation Circular or other related documents and ensure that such information does not contain a Misrepresentation concerning the Buyer or the Buyer Shares. The Buyer shall also use commercially reasonable efforts to obtain any necessary consents from any of its auditors and any other advisors to the use of any financial, technical or other expert information required to be included in the Corporation Circular and to the identification in the Corporation Circular of each such advisor.
- (d) The Corporation shall allow the Buyer and its outside legal counsel a reasonable opportunity to review and comment on drafts of the Corporation Circular and other related documents and shall give reasonable consideration to any comments made by the Buyer and its outside legal counsel and agrees that all information relating solely to the Buyer and the Buyer Shares that is furnished in writing by or on behalf of the Buyer for inclusion in the Corporation Circular or other related documents must be in a form and content satisfactory to the Buyer, acting reasonably. The Corporation shall provide the Buyer with final copies of the Corporation Circular prior to its mailing to the Corporation Shareholders.

- (e) Each Party shall promptly notify the other Party if it becomes aware that the Corporation Circular contains a Misrepresentation or otherwise requires an amendment or supplement and the Parties shall co-operate in the preparation of any amendment or supplement to the Corporation Circular as required or appropriate and the Corporation shall promptly mail or otherwise publicly disseminate any amendment or supplement to the Corporation Circular to the Persons to whom the Corporation Circular was sent pursuant to Section 2.03(a) and, if required by the Court or by Law, file the same with the Securities Authorities or any other Governmental Entity as required.

Section 2.04 Corporation Meeting.

Subject to the receipt of the Interim Order and the terms of this Agreement and the Interim Order, the Corporation shall:

- (a) convene and conduct the Corporation Meeting in accordance with the Interim Order, the Corporation Constatng Documents and Law as promptly as practicable, but in any event not later than March 1, 2021, and not adjourn, postpone or cancel (or propose or permit the adjournment, postponement or cancellation of) the Corporation Meeting without the prior written consent of the Buyer, except as:
 - (i) required or permitted under Section 5.08(d);
 - (ii) required for quorum purposes (in which case, the Corporation Meeting shall be adjourned and not cancelled); or
 - (iii) required by Law or a Governmental Entity.
- (b) use its commercially reasonable efforts to solicit proxies in favour of the approval of the Arrangement Resolution and against any resolution submitted by any Person that is inconsistent with the Arrangement Resolution and the completion of any of the transactions contemplated by this Agreement, including, if so requested by the Buyer, acting reasonably, using established proxy solicitation services firms and co-operating with any Persons engaged by the Buyer to solicit proxies in favour of the Arrangement Resolution and against any resolution submitted by any Person that is inconsistent with the Arrangement Resolution;
- (c) permit the Buyer to, at the Buyer's expense, on behalf of the management of the Corporation, directly or through a proxy solicitation services firm of its choice, actively solicit proxies, on behalf of management of the Corporation, in favour of the approval of the Arrangement Resolution and against any resolution submitted by any Person that is inconsistent with the Arrangement Resolution and the completion of any of the transactions contemplated by this Agreement in compliance with Law, and the Corporation shall disclose in the Corporation Circular that the Buyer may make such solicitations;
- (d) promptly provide the Buyer with copies of or access to information regarding the Corporation Meeting generated by the Corporation's transfer agent or any proxy solicitation services firm retained by the Corporation, as reasonably requested from time to time by the Buyer;

- (e) consult with the Buyer in fixing the date of the Corporation Meeting and the record date for the Corporation Meeting, give notice to the Buyer of the Corporation Meeting, and allow the Buyer's Representatives and outside legal counsel to attend the Corporation Meeting;
- (f) promptly advise the Buyer, at such times as the Buyer may reasonably request and on a daily basis on each of the last seven Business Days prior to the date of the Corporation Meeting, as to the aggregate tally of proxies (for greater certainty, specifying votes "for" and votes "against" the Arrangement Resolution) received by the Corporation in respect of the Arrangement Resolution;
- (g) promptly advise the Buyer of any communication (written or oral) received from, or claims brought by (or, to the knowledge of the Corporation, threatened to be brought by), any Person in opposition to the Arrangement, any written notice of dissent or purported exercise of Dissent Rights received by the Corporation in relation to the Arrangement and any withdrawal of Dissent Rights received by the Corporation and, subject to Law, provide the Buyer with an opportunity to review and comment upon any written communication sent by or on behalf of the Corporation to any such Person and to participate in any discussions, negotiations or Proceedings with or including any such Persons;
- (h) not settle, compromise or make any payment with respect to, or agree to settle, compromise or make any payment with respect to, any exercise or purported exercise of Dissent Rights without the prior written consent of the Buyer;
- (i) not, without the Buyer's prior written consent, change the record date for the Corporation Shareholders entitled to receive notice of and to vote at the Corporation Meeting (including in connection with any adjournment or postponement of the Corporation Meeting) unless required by Law; and
- (j) at the reasonable request of the Buyer from time to time, provide the Buyer with a list (in both written and electronic form) of the: (i) registered Corporation Shareholders, together with their addresses and respective holdings of Corporation Shares; and (ii) names, addresses and holdings of all Persons owning securities that entitle the holder to subscribe for or otherwise acquire Corporation Shares, all as of a date that is as close as reasonably practicable to the date of delivery of such lists, and shall from time to time require that its registrar and transfer agent furnish the Buyer with such additional information, including updated or additional lists of Corporation Shareholders and lists of securities positions and other assistance as the Buyer may reasonably request.

Section 2.05 Buyer Circular

- (a) The Buyer shall, as promptly as reasonably practicable, prepare and complete, in consultation with the Corporation as contemplated by this Section 2.05, the Buyer Circular, together with any other documents required by Law in connection with the Buyer Meeting, and cause the Buyer Circular and such documents to be filed with the Securities Authorities or any other Governmental Entity and sent to each Buyer Shareholder and other Persons as required by Law, in each case using all commercially reasonable efforts so as to permit the Buyer Meeting to be held in accordance with Section 2.06.

- (b) The Buyer shall ensure that the Buyer Circular complies, in all material respects with Law, does not contain a Misrepresentation (other than with respect to any information that is furnished by or on behalf of the Corporation or its Representatives for inclusion in the Buyer Circular pursuant to Section 2.05(c)) and provides the Buyer Shareholders with sufficient information to permit them to form a reasoned judgment concerning the matters to be placed before the Buyer Meeting. Without limiting the generality of the foregoing, but subject to the terms of this Agreement, the Buyer Circular must include:
 - (i) a statement that the Buyer Board has, after receiving advice from its outside legal counsel, unanimously: (A) determined that the entering into of this Agreement is in the best interests of the Buyer and (B) recommends that the Buyer Shareholders vote in favour of the Buyer Shareholder Resolution (the "**Buyer Board Recommendation**").
- (c) The Corporation shall provide to the Buyer all necessary information concerning the Corporation that is required by Law to be included in the Buyer Circular or other related documents and ensure that such information does not contain a Misrepresentation concerning the Corporation. The Corporation shall also use commercially reasonable efforts to obtain any necessary consents from any of its auditors and any other advisors to the use of any financial, technical or other expert information required to be included in the Buyer Circular and to the identification in the Buyer Circular of each such advisor.
- (d) The Buyer shall allow the Corporation and its outside legal counsel a reasonable opportunity to review and comment on drafts of the Buyer Circular and other related documents and shall give reasonable consideration to any comments made by the Corporation and its outside legal counsel and agrees that all information relating solely to the Corporation that is furnished by or on behalf of the Corporation for inclusion in the Buyer Circular or other related documents must be in a form and content satisfactory to the Corporation, acting reasonably. The Buyer shall provide the Corporation with final copies of the Buyer Circular prior to its mailing to the Buyer Shareholders.
- (e) Each Party shall promptly notify the other Party if it becomes aware that the Buyer Circular contains a Misrepresentation or otherwise requires an amendment or supplement and the Parties shall co-operate in the preparation of any amendment or supplement to the Buyer Circular as required or appropriate and the Buyer shall promptly mail or otherwise publicly disseminate any amendment or supplement to the Buyer Circular to the Persons to whom the Corporation Circular was sent pursuant to Section 2.05(a) and, if required by Law, file the same with the Securities Authorities or any other Governmental Entity as required.

Section 2.06 Buyer Meeting

Subject to the terms of this Agreement, the Buyer shall:

- (a) convene and conduct the Buyer Meeting in accordance with the Buyer Constatng Documents and Law as promptly as practicable, but in any event not later than March 1, 2021, co-ordinate with the Corporation and use its commercially reasonable efforts to schedule the Buyer Meeting on the same day as (but before) the Corporation Meeting and not adjourn, postpone or

cancel (or propose or permit the adjournment, postponement or cancellation of) the Buyer Meeting without the prior written consent of the Corporation, except as:

- (i) required or permitted under Section 5.08(b);
 - (ii) required for quorum purposes (in which case, the Buyer Meeting shall be adjourned and not cancelled); or
 - (iii) required by Law or a Governmental Entity.
- (b) use its commercially reasonable efforts to solicit proxies in favour of the approval of the Buyer Shareholder Resolution and against any resolution submitted by any Person that is inconsistent with the Buyer Shareholder Resolution and the completion of any of the transactions contemplated by this Agreement;
 - (c) permit the Corporation to, at the Corporation's expense, on behalf of the management of the Buyer, directly or through a proxy solicitation services firm of its choice, actively solicit proxies, on behalf of management of the Buyer, in favour of the approval of the Buyer Shareholder Resolution and against any resolution submitted by any Person that is inconsistent with the Buyer Shareholder Resolution and the completion of any of the transactions contemplated by this Agreement in compliance with Law, and the Buyer shall disclose in the Buyer Circular that the Corporation may make such solicitations;
 - (d) promptly provide the Corporation with copies of or access to information regarding the Buyer Meeting generated by the Buyer's transfer agent or any proxy solicitation services firm retained by the Buyer, as reasonably requested from time to time by the Corporation;
 - (e) consult with the Corporation in fixing the date of the Buyer Meeting and the record date for the Buyer Meeting, give notice to the Corporation of the Buyer Meeting, and allow the Corporation's Representatives and outside legal counsel to attend the Buyer Meeting;
 - (f) promptly advise the Corporation, at such times as the Corporation may reasonably request and on a daily basis on each of the last seven Business Days prior to the date of the Buyer Meeting, as to the aggregate tally of proxies (for greater certainty, specifying votes "for" and votes "against" the Buyer Shareholder Resolution) received by the Buyer in respect of the Buyer Shareholder Resolution;
 - (g) not, without the Corporation's prior written consent, change the record date for the Buyer Shareholders entitled to receive notice of and to vote at the Buyer Meeting (including in connection with any adjournment or postponement of the Buyer Meeting) unless required by Law; and
 - (h) at the reasonable request of the Corporation from time to time, provide the Corporation with a list (in both written and electronic form) of the: (i) registered Buyer Shareholders, together with their addresses and respective holdings of Buyer Shares; (ii) names, addresses and holdings of all Persons owning securities that entitle the holder to subscribe for or otherwise acquire Buyer

Shares; and (iii) participants and book-based nominee registrants, such as CDS & Co., CEDE & Co. and DTC, and non-objecting beneficial owners of Buyer Shares, together with their addresses and respective holdings of Buyer Shares, all as of a date that is as close as reasonably practicable to the date of delivery of such lists, and shall from time to time require that its registrar and transfer agent furnish the Corporation with such additional information, including updated or additional lists of Buyer Shareholders and lists of securities positions and other assistance as the Corporation may reasonably request.

Section 2.07 Final Order.

If (a) the Interim Order is obtained, (b) the Arrangement Resolution is passed at the Corporation Meeting as provided for in the Interim Order and (c) the Buyer Shareholder Resolution is passed at the Buyer Meeting, the Corporation shall take all steps necessary or desirable to submit the Arrangement to the Court and diligently pursue an application for the Final Order pursuant to section 193(9) of the ABCA, as soon as practicable, but in any event not later than five Business Days after the Arrangement Resolution is passed at the Corporation Meeting and the approval of the Buyer Shareholder Resolution at the Buyer Meeting.

Section 2.08 Court Proceedings.

In connection with all Proceedings relating to obtaining the Interim Order and the Final Order, the Corporation shall, subject to the terms of this Agreement:

- (a) diligently pursue, and co-operate with the Buyer in diligently pursuing, the Interim Order and the Final Order;
- (b) provide the Buyer and its outside legal counsel with a reasonable opportunity to review and comment upon drafts of all material to be filed with, or submitted to, the Court or the Registrar in connection with the Arrangement (including drafts of the motion for Interim Order and Final Order, affidavits, Interim Order and Final Order) and give reasonable and due consideration to all such comments of the Buyer and its outside legal counsel; provided that, all information relating to the Buyer included in such materials shall be in a form and substance satisfactory to the Buyer, acting reasonably;
- (c) provide to the Buyer and its outside legal counsel, on a timely basis, copies of any notice of appearance, evidence or other documents served on the Corporation or its outside legal counsel in respect of the application for the Interim Order or the Final Order, or any appeal from them and any notice, written or oral, indicating the intention of any Person to appeal, or oppose the granting of, the Interim Order or the Final Order;
- (d) ensure that all materials filed with the Court in connection with the Arrangement is consistent in all material respects with the terms of this Agreement and the Plan of Arrangement;
- (e) not file any materials with the Court in connection with the Arrangement or serve any such materials, or agree to modify or amend any materials so filed or served, except as contemplated by this Agreement or with the Buyer's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed; provided that, the Buyer is not required to agree or consent to any

increase in or variation in the form of the Consideration or other modification or amendment to such filed or served materials that expands or increases the Buyer's obligations, or diminishes or limits the Buyer's rights, set forth in any such filed or served materials or under this Agreement, the Arrangement.

- (f) oppose any proposal from any Person that the Final Order contain any provision inconsistent with this Agreement;
- (g) if the Corporation is required by the terms of the Final Order or by Law to return to Court with respect to the Final Order, it shall do so only after notice to, and in consultation and co-operation with, the Buyer; and
- (h) not unreasonably object to the outside legal counsel to the Buyer making such submissions on the hearing of the motion for the Interim Order and the application for the Final Order as such counsel considers appropriate; provided that, the Buyer advises the Corporation of the nature of any submissions prior to the hearing and such submissions are consistent in all material respects with this Agreement and the Plan of Arrangement.

Section 2.09 U.S. Securities Law Matters

The Parties agree that the Arrangement will be carried out with the intention that, and will use their commercially reasonable efforts to ensure that, all Buyer Shares issued pursuant to the Arrangement to Corporation Shareholders residing in the United States at the Effective Time will be issued by the Buyer in reliance on the exemption from the registration requirements of the U.S. Securities Act provided by section 3(a)(10) thereunder and pursuant to similar exemptions from applicable state securities laws.

Section 2.10 Articles of Arrangement and Effective Date.

- (a) The Articles of Arrangement shall include and implement the Plan of Arrangement.
- (b) The Corporation shall file the Articles of Arrangement with the Registrar no later than, and the Arrangement shall become effective on, the date on which the Corporation and the Buyer agree in writing as the Effective Date or, in the absence of such agreement, the third Business Day following the satisfaction or, where not prohibited, the waiver by the applicable Party or Parties in whose favour the condition is, of the conditions contained in ARTICLE 7 (excluding conditions that, by their terms, are to be satisfied on the Effective Date, but subject to the satisfaction, or where not prohibited, the waiver by the applicable Party or Parties in whose favour the condition is, of those conditions).
- (c) The Arrangement shall be effective at the Effective Time on the Effective Date and will have all of the effects provided by Law.
- (d) The closing of the Arrangement will occur electronically or such other means and at such other location as may be agreed upon by the Parties.

Section 2.11 Satisfaction of Consideration.

The Buyer shall, following receipt of the Final Order and immediately prior to the filing by the Corporation of the Articles of Arrangement with the Registrar in accordance with Section 2.10(b), provide, or cause to be provided to, the Depositary an irrevocable direction for the issuance of Buyer Shares (the terms and condition of such direction to be satisfactory to the Corporation and the Buyer, acting reasonably) in order to deliver the aggregate Consideration, as provided in the Plan of Arrangement (other than with respect to Corporation Shareholders exercising Dissent Rights).

Section 2.12 Withholdings or Tax Filings

The Parties agree that they will use their commercially reasonable efforts to ensure that all required tax filings by any of the Buyer, the Corporation or jointly will be on an expedited basis.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES OF THE CORPORATION

Section 3.01 Representations and Warranties of the Corporation.

Except as set forth in the correspondingly numbered section of the Corporation Disclosure Letter, the Corporation represents and warrants to the Buyer as follows and acknowledges and agrees that the Buyer is relying upon such representations and warranties in connection with the entering of this Agreement and the consummation of the Arrangement:

- (a) **Organization and Qualification.** The Corporation and its Subsidiary is:
 - (i) a corporation or other entity duly incorporated or organized, as applicable, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization and has all corporate power and capacity to carry on its business as now conducted and to own, lease and operate its assets and properties; and
 - (ii) duly qualified to carry on business and is in good standing in each jurisdiction in which the character of its assets and properties, owned, leased, licensed or otherwise held, or the nature of its activities, makes such qualification necessary.
- (b) **Corporate Authorization.** The Corporation has the requisite corporate power and authority to enter into and perform its obligations under this Agreement. The execution and delivery of this Agreement, the performance by the Corporation of its obligations under this Agreement and the consummation of the Arrangement and the other transactions contemplated under this Agreement have been duly authorized by all necessary corporate action on the part of the Corporation and no other corporate proceedings on the part of the Corporation are necessary to authorize this Agreement or the consummation of the Arrangement and the other transactions contemplated under this Agreement other than the approval of the Arrangement Resolution by the Corporation Shareholders in the manner required by the Interim Order and Law and approval of the Arrangement by the Court.

- (c) **Execution and Binding Obligation.** This Agreement has been duly executed and delivered by the Corporation and constitutes a legal, valid and binding agreement of the Corporation enforceable against it in accordance with its terms subject only to any limitation under bankruptcy, insolvency or other Law affecting the enforcement of creditors' rights generally and the discretion that a court may exercise in the granting of equitable remedies, such as specific performance and injunction.
- (d) **Governmental Authorization.** The execution and delivery of this Agreement by the Corporation, the performance of its obligations under this Agreement and the consummation of the Arrangement and the other transactions contemplated under this Agreement do not require any Authorization or other action by or in respect of, or filing with, or notification to, any Governmental Entity by the Corporation other than: (i) the Interim Order and the Final Order; (ii) the filing of the Articles of Arrangement; and (iii) any Authorizations which, if not obtained, or any other actions by or in respect of, or filings with, or notifications to, any Governmental Entity which, if not taken or made, would not have, individually or in the aggregate, a Corporation Material Adverse Effect.
- (e) **Non-Contravention.** The execution and delivery of this Agreement by the Corporation, the performance of its obligations under this Agreement and the consummation of the Arrangement and the other transactions contemplated under this Agreement do not and will not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition):
- (i) contravene, conflict with, or result in any violation or breach of the Corporation Constatng Documents;
 - (ii) assuming compliance with the matters referred to in **Section 3.01(d)**, contravene, conflict with or result in a violation or breach of any Law applicable to the Corporation or its properties or assets;
 - (iii) except as disclosed in Section 3.01(e)(iii) of the Corporation Disclosure Letter, allow any Person to exercise any right, require any consent, or notice under or other action by any Person, or constitute a default under, or cause or permit the termination, cancellation, acceleration or other change of any right or obligation, or the loss of any benefit to which the Corporation or its Subsidiary is entitled (including by triggering any rights of first refusal or first offer, change in control provisions or other restrictions or limitations) under any Contract or any Authorization to which the Corporation or its Subsidiary is a party or by which the Corporation or its Subsidiary is bound; or
 - (iv) result in the creation or imposition of any Lien (other than Permitted Liens) upon any of the properties or assets of the Corporation or its Subsidiary;

with such exceptions, in the case of clauses (ii), (iii) and (iv) as would not be reasonably expected to have, individually or in the aggregate, a Corporation Material Adverse Effect.

(f) **Capitalization.**

- (i) The authorized capital of the Corporation consists of an unlimited number of Class "A" Common Shares, Class "B" Common Shares, Class "C" Common Shares, Class "D" Common Shares, Class "E" Preferred Shares, Class "F" Preferred Shares, Class "G" Preferred Shares and Class "H" Preferred Shares. As of the date of this Agreement, there were 32,000,000 Corporation Shares issued and outstanding. All of the issued and outstanding Corporation Shares have been duly authorized and validly issued and are fully paid and non-assessable.
- (ii) As of the date of this Agreement, there were nil Corporation Shares issuable upon the exercise of outstanding convertible securities.
- (iii) Except for outstanding Corporation Shares there are no issued, outstanding or authorized convertible securities, equity-based awards, warrants, calls, conversion, pre-emptive, redemption, repurchase, stock appreciation, subscription or other rights, or any other agreements, arrangements, understandings, instruments or commitments of any kind that obligate the Corporation or its Subsidiary to, directly or indirectly, issue or sell any, or create any additional classes of, securities of the Corporation or its Subsidiary, or give any Person a right to subscribe for or acquire, any securities of the Corporation or its Subsidiary.
- (iv) There are no outstanding contractual or other obligations of the Corporation or any Subsidiary to repurchase, redeem or otherwise acquire any securities of the Corporation or its Subsidiary or to qualify securities for public distribution in Canada, the United States or elsewhere.
- (v) Other than the Corporation Shares, there are no securities or other instruments or obligations of the Corporation or its Subsidiary that carry (or which is convertible into, or exchangeable for, securities having) the right to vote generally with the Corporation Shareholders on any matter.

(g) **Shareholders and Similar Agreements.** None of the Corporation or its Subsidiary is a party to any unanimous shareholders agreement, shareholder agreement, pooling, voting or other similar arrangement or agreement relating to the ownership or voting of any securities of the Corporation or its Subsidiary, or pursuant to which any Person may have any right or claim in connection with any existing or past equity interest in the Corporation or its Subsidiary. To the knowledge of the Corporation, there are no irrevocable proxies or voting Contracts with respect to any securities issued by the Corporation or its Subsidiary.

(h) **Subsidiaries.**

- (i) Other than CleanGo GreenGo Inc., a company existing under the laws of the State of Nevada, United States of America, there are no other subsidiaries of the Corporation.

- (ii) Other than as noted above, the Corporation has no direct or indirect Subsidiaries nor does it own any direct or indirect equity or voting interest of any kind in any Person.
 - (iii) There are no Contracts, arrangements or restrictions that require the Buyer's Subsidiaries to issue, sell or deliver any shares or other interests, or any securities convertible into or exchangeable for, any shares or other interests.
- (i) **Financial Statements.** The Corporation's audited consolidated financial statements (including any of the notes or schedules thereto, the auditor's report thereon and the related management's discussion and analysis) and unaudited consolidated interim financial statements (including any of the notes or schedules thereto and the related management's discussion and analysis): (i) were prepared in accordance with IFRS, consistently applied throughout the periods referred to therein (except as expressly set forth in the notes thereto) and (ii) fairly present, in all material respects, the assets, liabilities, consolidated financial position, results of operations and cash flows of the Corporation and its Subsidiary as of their respective dates and for the periods covered by such financial statements, and there have been no changes in accounting methods, policies or practices of the Corporation or its Subsidiary during such periods (except, in each case, as expressly set forth in the notes to such financial statements).
 - (j) **Auditors.** The auditors of the Corporation are independent public accountants as required by applicable Laws and, to the knowledge of the Corporation, there has not been any reportable event (as defined in National Instrument 51-102 – *Continuous Disclosure Obligations*) with the present or any former auditor of the Corporation.
 - (k) **Books and Records.** The financial books, records and accounts of the Corporation and its Subsidiary: (i) have been maintained, in all material respects, in accordance with applicable Laws and IFRS (or similar accounting standards); (ii) accurately and fairly reflect the material transactions, acquisitions and dispositions of the Corporation and its Subsidiary; and (iii) accurately and fairly reflect the basis of the Corporation financial statements.
 - (l) **Minute Books.** The corporate minute books of the Corporation contain the minutes of all meetings and resolutions of its boards of directors and each committee thereof (if any) and have been maintained in accordance with applicable Laws and are complete and accurate in all material respects. True and correct copies of the minute books of the Corporation has been provided to the Buyer (other than those portions of minutes of the Corporation Board and any committee thereof (if any) relating to this Agreement and the transactions contemplated by this Agreement).
 - (m) **No Undisclosed Liabilities.** There are no liabilities or obligations of the Corporation or its Subsidiary of any nature, whether accrued, contingent, absolute, determined, determinable or otherwise, other than liabilities or obligations: (i) disclosed in the audited consolidated financial statements of the Corporation as at and for the year ended December 31, 2019 (including any notes or schedules thereto and the related management's discussion and analysis); (ii) incurred in the Ordinary Course since September 30, 2020; (iii)

reasonably incurred after September 30, 2020 in connection with this Agreement or the transactions contemplated under this Agreement; or (iv) that would not, individually or in the aggregate, reasonably be expected to have a Corporation Material Adverse Effect. None of the Corporation or its Subsidiary is a party to, or has any commitment to become a party to, any joint venture, off- balance sheet Contract, arrangement or understanding (including any Contract, arrangement or understanding between the Corporation or its Subsidiary, on the one hand, and any unconsolidated entity, including any structured finance, special purpose or limited purpose entity or Person, on the other hand) or any other "off-balance sheet arrangements" (as defined in the instructions contained in Form 51-102F1 – *Management's Discussion & Analysis*).

- (n) **Absence of Certain Changes or Events.** Since September 30, 2020, other than the transactions contemplated in this Agreement, the business of the Corporation and its Subsidiary has been conducted in the Ordinary Course and there has not occurred a Corporation Material Adverse Effect.
- (o) **Related Party Transactions.** Except as disclosed in Section 3.01(o) of the Corporation Disclosure Letter, none of the Corporation or its Subsidiary is indebted to any director, officer, employee or agent of, or independent contractor to, the Corporation or its Subsidiary or any of their respective Affiliates or Associates (except for amounts due in the Ordinary Course as salaries, bonuses, directors' fees or the reimbursement of Ordinary Course expenses). There are no Contracts (other than employment arrangements) with, or advances, loans, guarantees, liabilities or other obligations to, on behalf or for the benefit of, any shareholder, officer or director of the Corporation or its Subsidiary, or any of their respective Affiliates or Associates.
- (p) **Compliance with Law.** The Corporation and its Subsidiary is, and since September 30, 2020 has been, in compliance with Law in all material respects. None of the Corporation or its Subsidiary is under any investigation with respect to, has been convicted, charged or threatened to be charged with, or has received notice of, any violation or potential violation of any Law from any Governmental Entity, in each case, that could be expected to be material to the Corporation and its Subsidiary.
- (q) **Authorizations.** The Corporation and its Subsidiary own, possess or have obtained all Authorizations that are required by Law in connection with the (i) operation of their businesses in the Ordinary Course and (ii) ownership, operation or use of their properties and assets except, in each case, as would not have a Corporation Material Adverse Effect. Each such Authorization is valid, in full force and effect and is renewable in the Ordinary Course. No Proceeding is in progress or, to the knowledge of the Corporation, pending or threatened in respect of or regarding any such Authorization that could reasonably be expected to result in the suspension, loss, adverse amendment or revocation of any such Authorizations.
- (r) **Material Contracts.**
 - (i) Section 3.01(r)(i) of the Corporation Disclosure Letter sets out a complete and accurate list of all Material Contracts as of the date hereof and true, correct and complete copies of all Material Contracts as of the

date hereof (including all material amendments, assignments and supplements thereto) have been previously provided to the Buyer.

- (ii) Each Material Contract is legal, valid and binding and in full force and effect and is enforceable against, the Corporation and its Subsidiary that is a party thereto and, to the knowledge of the Corporation, in accordance with its terms subject to any limitation under bankruptcy, insolvency or other Law affecting the enforcement of creditors' rights generally and the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction.
- (iii) None of the Corporation or its Subsidiary is in breach or default under any Material Contract, nor does the Corporation have knowledge of any condition that with the passage of time or the giving of notice or both would result in such a breach or default.
- (iv) There is no, nor has the Corporation received any written notice of any, breach or default under nor, to the knowledge of the Corporation, does there exist any condition which, with the passage of time or the giving of notice or both, would result in a breach under any Material Contract by any other party to a Material Contract.
- (v) None of the Corporation or its Subsidiary has received any notice that any party to a Material Contract intends to cancel, terminate or otherwise adversely modify or not renew its relationship with the Corporation or its Subsidiary, and to the knowledge of the Corporation, no such action has been threatened.
- (s) **Restrictions on Conduct of Business.** Except as disclosed in Section 3.01(s) of the Corporation Disclosure Letter, none of the Corporation or its Subsidiary is a party to, or bound by, any non-competition agreement or any other Contract or any Order or Authorization which purports to: (i) limit the manner or the location in which the Corporation or its Subsidiary may conduct any line of business; (ii) limit any business practice of the Corporation or its Subsidiary; or (iii) restrict any acquisition or disposition of any assets or property by the Corporation or by its Subsidiary.
- (t) **Real Property and Leased Property.**

The Corporation has entered into a lease for office and warehouse space at [REDACTED] [REDACTED] [REDACTED] that expires on June 30, 2022.
- (u) **Personal Property.** Each of the Corporation and its Subsidiary is the owner of all of its personal property and assets with good and marketable title thereto except for (A) Permitted Liens and (B) as would not reasonably be expected to have a Corporation Material Adverse Effect. The Corporation and its Subsidiary, as lessees, have the right under valid and subsisting leases to use, possess and control all personal property leased by and material to the Corporation or its Subsidiary as used, possessed and controlled by the Corporation or its Subsidiary, as applicable, except for (A) Permitted Liens and (B) as would not reasonably be expected to have a Corporation Material Adverse Effect.

- (v) **Intellectual Property.** Except as would not be reasonably expected to have, individually or in the aggregate, a Corporation Material Adverse Effect: (i) the Corporation and its Subsidiary, as applicable, own or possess, or have a licence to or otherwise have the right to use, all Intellectual Property that is material and necessary for the conduct of its business as presently conducted (collectively, the "**Intellectual Property Rights**"); (ii) to the knowledge of the Corporation, all such Intellectual Property Rights that are owned by the Corporation and its Subsidiary are valid and enforceable subject only to any limitation under bankruptcy, insolvency or other Law affecting the enforcement of creditors' rights generally and the discretion that a court may exercise in the granting of equitable remedies, such as specific performance and injunction, and does not infringe in any material way upon the rights of others; and (iii) to the knowledge of the Corporation, no third party is infringing upon the Intellectual Property Rights owned or licensed by the Corporation or its Subsidiary.
- (w) **Litigation.**
- (i) Except as disclosed in Section 3.01(w) of the Corporation Disclosure Letter, there are no material Proceedings in progress, pending or ongoing, or, to the knowledge of the Corporation, threatened, against or affecting the Corporation or any of its Subsidiary, their respective properties or assets, or the business of the Corporation or any of its Subsidiary by or before any Governmental Entities, and the Corporation is not aware of any facts or circumstances that could give rise to any such Proceedings.
 - (ii) None of the Corporation or its Subsidiary or any of their respective properties or assets is subject to any outstanding Order.
 - (iii) There is no bankruptcy, liquidation, winding-up or other similar Proceeding pending or in progress, or, to the knowledge of the Corporation, threatened against or relating to the Corporation or its Subsidiary before any Governmental Entity.
- (x) **Environmental Matters.**
- (i) The Corporation and its Subsidiary are in compliance in all material respects with all applicable Environmental Laws.
 - (ii) None of the Corporation or its Subsidiary: (A) is subject to any Proceeding or investigation under any Environmental Laws; or (B) has received any written notice of any non-compliance in respect of, or any liability under, any Environmental Laws.
- (y) **Employees.**
- (i) Section 3.01(y)(i) of the Corporation Disclosure Letter contains a list of all Persons who are employees, independent contractors or consultants of the Corporation and its Subsidiary as of the date hereof, including any employee who is on a leave of absence of any nature, paid or unpaid, authorized or unauthorized, and sets forth for each individual the following information (as applicable): (A) title or position (including

whether full or part time); (B) hire date; (C) current annual base compensation rate; and (D) commission, bonus or other incentive-based compensation.

- (ii) All written Contracts with the directors, Corporation Employees and independent contractors or consultants of the Corporation and its Subsidiary are listed in Section 3.01(y)(ii) of the Corporation Disclosure Letter and have been administered in accordance with their terms, in all material respects, and true, correct and complete copies of each such Contract has been made available to the Buyer.
- (iii) All material amounts due or accrued due for all salary, wages, bonuses, incentive compensation, deferred compensation, commissions, vacation with pay, sick days and benefits under Employee Plans and other similar accruals have either been paid or are accrued and accurately reflected in all material respects in the books and records of the Corporation and its Subsidiary.
- (iv) The Corporation and its Subsidiary are in compliance in all material respects with applicable terms and conditions of employment and all Law respecting labour and employment, including pay equity, employment standards, labour, human rights, accessibility, privacy, workers' compensation and occupational health and safety, and there are no material Proceedings with respect to any such Law relating to the Corporation or its Subsidiary in progress or pending or, to the knowledge of the Corporation, threatened.
- (v) Except as disclosed in Section 3.01(y)(v) of the Corporation Disclosure Letter, no Corporation Employee has any agreement in relation to any employee's termination, length of notice, pay in lieu of notice, severance, job security or similar provisions (other than such as results by Law from the employment of an employee without an agreement as to notice or severance) nor are there any change of control payments, golden parachutes, severance payments, retention payments, Contracts or other agreements with current or former Corporation Employees providing for cash or other compensation or benefits upon the consummation of, or relating to, the Arrangement or any other transaction contemplated by this Agreement, including a change of control of the Corporation or its Subsidiary.
- (vi) There are no material outstanding assessments, penalties, fines, Liens, charges, surcharges or other amounts due or owing pursuant to any workers' compensation Laws owing by the Corporation or its Subsidiary, and none of the Corporation or its Subsidiary has been assessed or reassessed in any material respect under such Laws during the past three years. No material Proceeding involving the Corporation or its Subsidiary is currently in progress or pending, or, to the knowledge of Corporation, threatened pursuant to any workers' compensation Laws.
- (vii) There are no material charges pending with respect to the Corporation or its Subsidiary under applicable occupational health and safety Laws ("**OHSA**"), and there are no appeals of any Orders applicable to the Corporation or its Subsidiary currently outstanding under OHSA.

- (viii) All individuals who provide services to the Corporation or, to the knowledge of the Corporation, to its Subsidiary, have at all times been accurately classified by the Corporation and its Subsidiary with respect to such services as an employee or a non-employee for all purposes, including wages, payroll taxes and participation, and benefit accrual under each Employee Plan.
- (ix) To the Corporation's knowledge, in the last three years: (A) no allegations of sexual harassment or sexual misconduct have been made involving any current or former director or Corporation Employee at the level of senior management or above of the Corporation or its Subsidiary; and (B) none of the Corporation or its Subsidiary has entered into any settlement agreements related to allegations of sexual harassment or sexual misconduct by any current or former director or Corporation Employee at the level of senior management or above of the Corporation or its Subsidiary.

(z) **Insurance.**

- (i) The Corporation and its Subsidiary is insured by reputable third-party insurers with reasonable and prudent policies appropriate for the size and nature of the business of the Corporation and its Subsidiary and their respective assets, consistent with industry practice.
- (ii) Each material insurance policy held by the Corporation or its Subsidiary is in full force and effect in accordance with its terms and none of the Corporation or its Subsidiary is in default under the terms of any such policy. To the knowledge of the Corporation, there is no material claim pending under any insurance policy that has been denied, rejected, questioned or disputed by any insurer, or as to which any insurer has refused to cover all or any material portion of such claims. To the knowledge of the Corporation, all material Proceedings covered by any insurance policy of the Corporation or its Subsidiary have been properly reported to and accepted by the applicable insurer.

(aa) **Taxes.**

- (i) The Corporation and its Subsidiary have duly and timely filed with the appropriate Governmental Entity all material Tax Returns required by Law to be filed by them prior to the date hereof, and all such Tax Returns are complete and correct in all material respects.
- (ii) The Corporation and its Subsidiary have paid as required by Law on a timely basis all material Taxes that are due and payable (including instalments required by Law on account of Taxes for the current year) and all assessments and reassessments of material Taxes due and payable by them, other than Taxes that are being or have been contested in good faith and in respect of which adequate reserves have been provided in the most recently published consolidated financial statements of the Corporation (where required in accordance with applicable accounting standards). The Corporation and its Subsidiary have provided adequate accruals in accordance with their books and records and in the most recently published consolidated financial

statements of the Corporation for any Taxes of the Corporation and its Subsidiary for the period covered by such financial statements that have not been paid whether or not shown as being due in any Tax Returns. Since the date of publication of the most recent consolidated financial statements of the Corporation, no liability in respect of material Taxes not reflected in such financial statements or otherwise provided for has been assessed, proposed to be assessed, incurred or accrued.

- (iii) The Corporation and its Subsidiary have withheld or collected all amounts required by Law to be withheld or collected by them on account of Taxes (including Taxes and other amounts required to be withheld by them in respect of any amount paid or credited or deemed to be paid or credited by them to or for the benefit of any Person, and all amounts on account of any sales, use or transfer Taxes, including goods and services, harmonized sales, provincial and territorial Taxes, and state and local Taxes required by Law to be collected by them) and have remitted all such amounts to the appropriate Governmental Entity when required by Law to do so.
 - (iv) No claims, suits, audits, assessments, reassessments, deficiencies, litigation, proposed adjustments or other matters in controversy exist or have been asserted or threatened with respect to material Taxes of the Corporation or its Subsidiary and none of the Corporation or its Subsidiary are a party to any material action or Proceeding for assessment or collection of Taxes, and no such event has been asserted or threatened against the Corporation or its Subsidiary or on any of their respective assets.
 - (v) No claim has been made by any Governmental Entity in a jurisdiction where the Corporation or its Subsidiary do not file Tax Returns that the Corporation or its Subsidiary is or may be subject to Tax by that jurisdiction.
 - (vi) There are no Liens (other than Permitted Liens) with respect to Taxes upon any of the assets of the Corporation or its Subsidiary.
 - (vii) None of the Corporation or its Subsidiary is bound by, is party to or has any obligation under any Tax sharing, allocation, indemnification, or similar agreement with respect to Taxes that could give rise to a payment or indemnification obligation (other than agreements among the Corporation and its Subsidiary).
 - (viii) There are no outstanding agreements, waivers or objections extending the statutory period or providing for any extension of time with respect to the assessment or reassessment of any material Taxes or of the payment or remittance of material Taxes by the Corporation or its Subsidiary.
- (bb) **Brokers.** No investment banker, broker, finder, financial advisor or other intermediary has been retained by or is authorized to act on behalf of the Corporation, or is entitled to any fee, commission or other payment from the Corporation in connection with this Agreement or any other transaction contemplated by this Agreement.

(cc) **Corporation Board Approval.**

- (i) The Corporation Board, after consultation with its financial advisor and outside legal counsel, has: (A) unanimously determined that the Consideration to be received by the Corporation Shareholders pursuant to the Arrangement is fair to the Corporation Shareholders and the Arrangement is in the best interests of the Corporation; (B) resolved to unanimously recommend that the Corporation Shareholders vote in favour of the Arrangement Resolution; and (C) authorized the entering into of the Arrangement Agreement and the performance by the Corporation of its obligations under the Arrangement Agreement, and no action has been taken to amend or supersede such determinations, resolutions or authorizations.

- (dd) **Funds Available.** The Corporation has sufficient funds available to pay the Loan Repayment Amount in the event of a Loan Repayment Amount Event and all other fees and expenses for which the Corporation is responsible under the terms of this Agreement.

Section 3.02 No Other Representations and Warranties.

The Buyer agrees and acknowledges that, except for the representations and warranties set forth in this Agreement, neither the Corporation nor any other Person has made or makes any other representation and warranty (written or oral, express or implied, or at Law or in equity) on behalf of the Corporation.

Section 3.03 Survival of Representations and Warranties.

The representations and warranties of the Corporation contained in this Agreement shall not survive the completion of the Arrangement and shall expire and be terminated on the earlier of the Effective Time and the date on which this Agreement is terminated in accordance with its terms.

**ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF THE BUYER**

Section 4.01 Representations and Warranties.

Except as set forth in the correspondingly numbered section of the Buyer Disclosure Letter, the Buyer represents and warrants to the Corporation as follows and acknowledges and agrees that the Corporation is relying upon such representations and warranties in connection with the entering of this Agreement and the consummation of the Arrangement:

- (a) **Organization and Qualification.** The Buyer is a company duly incorporated, validly existing and in good standing under the laws of the Province of British Columbia, Canada and has all corporate power and capacity to carry on its business as now conducted and to own, lease and operate its assets and properties. The Buyer is duly qualified to carry on business and is in good standing in each jurisdiction in which the character of its assets and properties, owned, leased, licensed or otherwise held, or the nature of its activities, makes such qualification necessary.

- (b) **Corporate Authorization.** The Buyer has the requisite corporate power and authority to enter into and perform its obligations under this Agreement. The execution and delivery of this Agreement, the performance by the Buyer of its obligations under this Agreement and the consummation of the Arrangement and the other transactions contemplated under this Agreement have been duly authorized by all necessary corporate action on the part of the Buyer and no other corporate proceedings on the part of the Buyer are necessary to authorize this Agreement or the consummation of the Arrangement and the other transactions contemplated under this Agreement other than the approval of the Buyer Shareholder Resolution by the Buyer Shareholders in the manner required by Law.
- (c) **Execution and Binding Obligation.** This Agreement has been duly executed and delivered by the Buyer and constitutes a legal, valid and binding agreement of the Buyer enforceable against it in accordance with its terms subject only to any limitation under bankruptcy, insolvency or other applicable Laws affecting the enforcement of creditors' rights generally and the discretion that a court may exercise in the granting of equitable remedies, such as specific performance and injunction.
- (d) **Governmental Authorization.** The execution and delivery of this Agreement by the Buyer, the performance of its obligations under this Agreement and the consummation of the Arrangement and the other transactions contemplated under this Agreement do not require any Authorization or other action by or in respect of, or filing with, or notification to, any Governmental Entity by the Buyer other than: (i) filings and approvals required by the CSE; (ii) customary filings with the Securities Authorities; and (iii) any Authorizations that, if not obtained, or any other actions by or in respect of, or filings with, or notifications to, any Governmental Entity that, if not taken or made, would not have, individually or in the aggregate, a Buyer Material Adverse Effect.
- (e) **Non-Contravention.** The execution and delivery of this Agreement by the Buyer, the performance of its obligations under this Agreement and the consummation of the Arrangement and the other transactions contemplated under this Agreement do not and will not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition):
- (i) contravene, conflict with, or result in any violation or breach of the articles, by-laws or constating documents of the Buyer;
 - (ii) assuming compliance with the matters referred to in Section 4.01(d), contravene, conflict with or result in a violation or breach of any Law applicable to the Buyer or any of its Subsidiaries or any of their respective properties or assets;
 - (iii) Except as disclosed in Section 4.01(e)(iii) of the Buyer Disclosure Letter, allow any Person to exercise any right, require any consent or notice under or other action by any Person, or constitute a default under, or cause or permit the termination, cancellation, acceleration or other change of any right or obligation, or the loss of any benefit to which the Buyer or any of its Subsidiaries is entitled (including by triggering any rights of first refusal or first offer, change in control provisions or other restrictions or limitations) under any contract or any Authorization to

which the Buyer or any of its Subsidiaries is a party or by which the Buyer or any of its Subsidiaries is bound; or

- (iv) result in the creation or imposition of any Lien (other than Permitted Liens) upon any of the properties or assets of the Buyer or any of its Subsidiaries;

with such exceptions, in the case of clauses (ii), (iii) and (iv) as would not be reasonably expected to have, individually or in the aggregate, a Buyer Material Adverse Effect.

(f) **Capitalization.**

- (i) The authorized capital of the Buyer consists of an unlimited number of common shares. As of the date of this Agreement, there were 17,458,876 Buyer Shares issued and outstanding. All of the issued and outstanding Buyer Shares have been duly authorized and validly issued and are fully paid and non-assessable.
- (ii) As of the date of this Agreement, there were an aggregate of 6,387,856 Buyer Shares issuable upon the exercise of 300,000 stock options and 6,087,856 warrants in the capital of the Buyer.
- (iii) Except as stated in clauses (i) and (ii) above, there are no issued, outstanding or authorized convertible securities, equity-based awards, warrants, calls, conversion, pre-emptive, redemption, repurchase, stock appreciation, subscription or other rights, or any other agreements, arrangements, understandings, instruments or commitments of any kind that obligate the Buyer or its Subsidiary to, directly or indirectly, issue or sell any, or create any additional classes of, securities of the Buyer or its Subsidiary, or give any Person a right to subscribe for or acquire, any securities of the Buyer or its Subsidiary.
- (iv) There are no outstanding contractual or other obligations of the Buyer or any Subsidiary to repurchase, redeem or otherwise acquire any securities of the Buyer or its Subsidiary or to qualify securities for public distribution in Canada, the United States or elsewhere.
- (v) Other than the Buyer Shares, there are no securities or other instruments or obligations of the Buyer or its Subsidiary that carry (or which is convertible into, or exchangeable for, securities having) the right to vote generally with the Buyer Shareholders on any matter.
- (vi) All dividends or distributions on the securities of the Buyer or any of its Subsidiaries that have been declared or authorized have been paid in full.

- (g) **Buyer Shares.** The authorized and outstanding share capital and the terms of the Buyer Shares are as set forth in the Buyer Filings. The Buyer Shares to be issued pursuant to the Arrangement, upon issuance, will be validly issued and outstanding as fully paid and non-assessable shares in the capital of the Buyer.

(h) **Subsidiaries.**

- (i) Other than Santos Torres Ltd. (BC), Reward Drop Software Inc. (QC), APPx Technologies Inc. (AB) and APPx Technologies Inc. (BC), all of which are inactive, there are no other subsidiaries of the Buyer.
- (ii) Other than as noted above, the Buyer has no direct or indirect Subsidiaries, nor does it own any direct or indirect equity or voting interest of any kind in any Person.
- (iii) There are no Contracts, arrangements or restrictions that require the Buyer's Subsidiaries to issue, sell or deliver any shares or other interests, or any securities convertible into or exchangeable for, any shares or other interests.

(i) **Securities Law Matters.**

- (i) The Buyer is a reporting issuer (or the equivalent) under applicable Securities Laws in each of the provinces of British Columbia, Alberta, Manitoba, and Ontario. The Buyer Shares to be issued pursuant to the Arrangement and prior to its issuance will be listed and posted for trading on the CSE, subject at all times to the prior approval by the CSE. None of the Subsidiaries of the Buyer are subject to any continuous or periodic or other disclosure requirements under the Securities Laws of any jurisdiction. The Buyer is not in default of any material requirement of applicable Securities Laws.
- (ii) The Buyer has not taken any action to cease to be a reporting issuer (or the equivalent) in any province or territory of Canada nor has the Corporation received notification from any Securities Authority seeking to revoke the reporting issuer status of the Buyer. No Proceeding or Order for the delisting, suspension of trading or cease trade or other Order or restriction with respect to any securities of the Buyer is in effect or pending or, to the knowledge of the Buyer, has been threatened or is expected to be implemented or undertaken.
- (iii) The Buyer has filed with the Securities Authorities all forms, reports, schedules, statements and other documents required to be filed under applicable Securities Laws, with such exceptions as would not be reasonably expected to have, individually or in the aggregate, a Buyer Material Adverse Effect. The documents comprising the Buyer Filings, as of their respective dates (or, if amended or superseded by a subsequent filing prior to the date of this Agreement, on the date of such subsequent filing) complied as filed in all material respects with applicable Law and did not contain any Misrepresentation. The Buyer has not filed any confidential material change report or other confidential filing with any Securities Authority that, at the date of this Agreement, remains confidential. There are no outstanding or unresolved comments in comment letters from any Securities Authority with respect to any of the Buyer Filings. Except for the Amended Investigation Order from the Alberta Securities Commission dated October 9, 2020, neither the Buyer nor any of its Subsidiaries is subject to any ongoing Proceeding by any

Securities Authority or the CSE and, to the knowledge of the Buyer, no such Proceeding is threatened.

- (j) **Financial Statements.** The Buyer's audited consolidated financial statements (including any of the notes or schedules thereto, the auditor's report thereon and the related management's discussion and analysis) and unaudited consolidated interim financial statements (including any of the notes or schedules thereto and the related management's discussion and analysis) included in the Buyer Filings: (i) were prepared in accordance with IFRS, consistently applied throughout the periods referred to therein (except as expressly set forth in the notes thereto) and (ii) fairly present, in all material respects, the assets, liabilities, consolidated financial position, results of operations and cash flows of the Buyer and its Subsidiaries as of their respective dates and for the periods covered by such financial statements, and there have been no changes in accounting methods, policies or practices of the Buyer or any of its Subsidiaries during such periods (except, in each case, as expressly set forth in the notes to such financial statements). The Buyer does not intend to correct or restate, nor, to the knowledge of the Buyer, is there any basis for any correction or restatement of any aspect of the Buyer financial statements referred to in this Section 4.01(j).
- (k) **Auditors.** The auditors of the Buyer are independent public accountants as required by applicable Laws and, to the knowledge of the Buyer, there has not been any reportable event (as defined in National Instrument 51-102 – *Continuous Disclosure Obligations*) with the present or any former auditor of the Buyer.
- (l) **Books and Records.** The financial books, records and accounts of the Buyer and its Subsidiary: (i) have been maintained, in all material respects, in accordance with applicable Laws and IFRS (or similar accounting standards); (ii) accurately and fairly reflect the material transactions, acquisitions and dispositions of the Buyer and its Subsidiary; and (iii) accurately and fairly reflect the basis of the Buyer financial statements.
- (m) **Minute Books.** The corporate minute books of the Buyer contain the minutes of all meetings and resolutions of its boards of directors and each committee thereof (if any) and have been maintained in accordance with applicable Laws and are complete and accurate in all material respects. True and correct copies of the minute books of the Buyer has been provided to the Buyer (other than those portions of minutes of the Buyer Board and any committee thereof (if any) relating to this Agreement and the transactions contemplated by this Agreement).
- (n) **No Undisclosed Liabilities.** There are no liabilities or obligations of the Buyer or any of its Subsidiaries of any nature, whether accrued, contingent, absolute, determined, determinable or otherwise, other than liabilities or obligations: (i) disclosed in the audited consolidated financial statements of the Buyer as at and for the year ended December 31, 2019 (including any notes or schedules thereto and the related management's discussion and analysis) included in the Buyer Filings; (ii) incurred in the Ordinary Course since June 30, 2020; (iii) reasonably incurred after June 30, 2020 in connection with this Agreement or the transactions contemplated under this Agreement; or (iv) that would not,

individually or in the aggregate, reasonably be expected to have a Buyer Material Adverse Effect.

- (o) **Absence of Certain Changes or Events.** Since June 30, 2020, other than the transactions contemplated in this Agreement, the business of the Buyer and its Subsidiaries has been conducted in the Ordinary Course and there has not occurred a Buyer Material Adverse Effect.
- (p) **Related Party Transactions.** Except as disclosed in Section 4.01(p) of the Buyer Disclosure Letter, none of the Buyer or its Subsidiary is indebted to any director, officer, employee or agent of, or independent contractor to, the Buyer or its Subsidiary or any of their respective Affiliates or Associates (except for amounts due in the Ordinary Course as salaries, bonuses, directors' fees or the reimbursement of Ordinary Course expenses). There are no Contracts (other than employment arrangements) with, or advances, loans, guarantees, liabilities or other obligations to, on behalf or for the benefit of, any shareholder, officer or director of the Buyer or its Subsidiary, or any of their respective Affiliates or Associates.
- (q) **Compliance with Law.** Except for the non-filing of annual returns for the Subsidiaries, The Buyer and its Subsidiary is in compliance with Law in all material respects. None of the Buyer or its Subsidiary is under any investigation with respect to, has been convicted, charged or threatened to be charged with, or has received notice of, any violation or potential violation of any Law from any Governmental Entity, in each case, that could be expected to be material to the Buyer and its Subsidiary.
- (r) **Authorizations.** The Buyer and its Subsidiary own, possess or have obtained all Authorizations that are required by Law in connection with the (i) operation of their businesses in the Ordinary Course and (ii) ownership, operation or use of their properties and assets except, in each case, as would not have a Buyer Material Adverse Effect. Each such Authorization is valid, in full force and effect and is renewable in the Ordinary Course. No Proceeding is in progress or, to the knowledge of the Corporation, pending or threatened in respect of or regarding any such Authorization that could reasonably be expected to result in the suspension, loss, adverse amendment or revocation of any such Authorizations.
- (s) **Restrictions on Conduct of Business.** Except as disclosed in Section 4.01(s) of the Buyer Disclosure Letter, none of the Buyer or its Subsidiary is a party to, or bound by, any non-competition agreement or any other Contract or any Order or Authorization which purports to: (i) limit the manner or the location in which the Buyer or its Subsidiary may conduct any line of business; (ii) limit any business practice of the Buyer or its Subsidiary; or (iii) restrict any acquisition or disposition of any assets or property by the Buyer or by its Subsidiary.
- (t) **Litigation.**
 - (i) Except as disclosed in Section 4.01(t) of the Buyer Disclosure Letter, there are no material Proceedings in progress, pending or ongoing, or, to the knowledge of the Buyer, threatened, against or affecting the Buyer or any of its Subsidiary, their respective properties or assets, or

the business of the Buyer or any of its Subsidiary by or before any Governmental Entities, and the Buyer is not aware of any facts or circumstances that could give rise to any such Proceedings.

- (ii) None of the Buyer or its Subsidiary or any of their respective properties or assets is subject to any outstanding Order.
- (iii) There is no bankruptcy, liquidation, winding-up or other similar Proceeding pending or in progress, or, to the knowledge of the Buyer, threatened against or relating to the Buyer or its Subsidiary before any Governmental Entity.

(u) **Environmental Matters.**

- (i) The Buyer and its Subsidiary are in compliance in all material respects with all applicable Environmental Laws.
- (ii) None of the Buyer or its Subsidiary: (A) is subject to any Proceeding or investigation under any Environmental Laws; or (B) has received any written notice of any non-compliance in respect of, or any liability under, any Environmental Laws.

(v) **Employees.** There are no employees of the Buyer.

(w) **Taxes.**

- (i) The Buyer and its Subsidiary have duly and timely filed with the appropriate Governmental Entity all material Tax Returns required by Law to be filed by them prior to the date hereof, and all such Tax Returns are complete and correct in all material respects.
- (ii) The Buyer and its Subsidiary have paid as required by Law on a timely basis all material Taxes that are due and payable (including instalments required by Law on account of Taxes for the current year) and all assessments and reassessments of material Taxes due and payable by them, other than Taxes that are being or have been contested in good faith and in respect of which adequate reserves have been provided in the most recently published consolidated financial statements of the Buyer (where required in accordance with applicable accounting standards). The Buyer and its Subsidiary have provided adequate accruals in accordance with their books and records and in the most recently published consolidated financial statements of the Buyer for any Taxes of the Buyer and its Subsidiary for the period covered by such financial statements that have not been paid whether or not shown as being due in any Tax Returns. Since the date of publication of the most recent consolidated financial statements of the Buyer, no liability in respect of material Taxes not reflected in such financial statements or otherwise provided for has been assessed, proposed to be assessed, incurred or accrued.
- (iii) The Buyer and its Subsidiary have withheld or collected all amounts required by Law to be withheld or collected by them on account of Taxes (including Taxes and other amounts required to be withheld by them in

respect of any amount paid or credited or deemed to be paid or credited by them to or for the benefit of any Person, and all amounts on account of any sales, use or transfer Taxes, including goods and services, harmonized sales, provincial and territorial Taxes, and state and local Taxes required by Law to be collected by them) and have remitted all such amounts to the appropriate Governmental Entity when required by Law to do so.

- (iv) No claims, suits, audits, assessments, reassessments, deficiencies, litigation, proposed adjustments or other matters in controversy exist or have been asserted or threatened with respect to material Taxes of the Buyer or its Subsidiary and none of the Buyer or its Subsidiary are a party to any material action or Proceeding for assessment or collection of Taxes, and no such event has been asserted or threatened against the Buyer or its Subsidiary or on any of their respective assets.
- (v) No claim has been made by any Governmental Entity in a jurisdiction where the Buyer or its Subsidiary do not file Tax Returns that the Buyer or its Subsidiary is or may be subject to Tax by that jurisdiction.
- (vi) There are no Liens (other than Permitted Liens) with respect to Taxes upon any of the assets of the Buyer or its Subsidiary.
- (vii) None of the Buyer or its Subsidiary is bound by, is party to or has any obligation under any Tax sharing, allocation, indemnification, or similar agreement with respect to Taxes that could give rise to a payment or indemnification obligation (other than agreements among the Buyer and its Subsidiary).
- (viii) There are no outstanding agreements, waivers or objections extending the statutory period or providing for any extension of time with respect to the assessment or reassessment of any material Taxes or of the payment or remittance of material Taxes by the Buyer or its Subsidiary.
- (x) **Brokers.** No investment banker, broker, finder, financial advisor or other intermediary has been retained by or is authorized to act on behalf of the Buyer, or is entitled to any fee, commission or other payment from the Buyer in connection with this Agreement or any other transaction contemplated by this Agreement.
- (y) **Buyer Board Approval.**
 - (i) The Buyer Board, after consultation with its outside legal counsel, has: (A) unanimously determined that the entering into of this Agreement is in the best interests of the Buyer; (B) resolved to unanimously recommend that the Buyer Shareholders vote in favour of the Buyer Shareholder Resolution; and (C) authorized the entering into of the Arrangement Agreement and the performance by the Buyer of its obligations under the Arrangement Agreement, and no action has been taken to amend or supersede such determinations, resolutions or authorizations.

- (z) **Consideration.** The Buyer will have at the time contemplated by Section 2.11 sufficient number of Buyer Shares, authorized and allocated for issuance to Corporation Shareholders to satisfy the aggregate Consideration payable under the terms of the Plan of Arrangement and all other obligations payable by the Buyer pursuant to this Agreement.

Section 4.02 No Other Representations and Warranties.

The Corporation agrees and acknowledges that, except for the representations and warranties set forth in this Agreement, neither the Buyer nor any other Person has made or makes any other representation and warranty (written or oral, express or implied, or at Law or in equity) on behalf of the Buyer.

Section 4.03 Survival of Representations and Warranties.

The representations and warranties of the Buyer contained in this Agreement shall not survive the completion of the Arrangement and shall expire and be terminated on the earlier of the Effective Time and the date on which this Agreement is terminated in accordance with its terms.

ARTICLE 5 COVENANTS

Section 5.01 Conduct of Business of the Corporation.

The Corporation covenants and agrees that, during the period from the date of this Agreement until the earlier of the Effective Time and the time that this Agreement is terminated in accordance with its terms, except: (i) with the prior written consent of the Buyer (such consent not be unreasonably withheld, conditioned or delayed); (ii) as required or permitted by this Agreement; or (iii) as required by Law, the Corporation shall, and shall cause its Subsidiary to, conduct its business in the Ordinary Course and in accordance with applicable Laws and the Corporation shall use commercially reasonable efforts to maintain and preserve its and its Subsidiary's business organization, assets, properties, employees, goodwill and relationships with customers, suppliers and other Persons with whom the Corporation or its Subsidiary has material business relations.

Section 5.02 Covenants of the Corporation Relating to the Arrangement.

- (a) Subject to Section 5.05, which shall govern in relation to Regulatory Approvals, the Corporation shall, and shall cause its Subsidiary to, perform all obligations required to be performed by the Corporation or its Subsidiary under this Agreement, co-operate with the Buyer in connection therewith and do all such other commercially reasonable acts and things as may be necessary or desirable in order to consummate and make effective, as soon as reasonably practicable, the transactions contemplated by this Agreement and, without limiting the generality of the foregoing, the Corporation shall and, where appropriate, shall cause its Subsidiary to:
- (i) use commercially reasonable efforts to satisfy all conditions precedent in this Agreement and take all steps set forth in the Interim Order and the Final Order applicable to it and comply promptly with all

requirements imposed by Law on it or its Subsidiary with respect to this Agreement or the Arrangement;

- (ii) use commercially reasonable efforts to provide, obtain and maintain all third-party notices, consents, waivers, permits, exemptions, orders, approvals, agreements, amendments or confirmations that are: (A) necessary to be obtained under the Material Contracts in connection with the Arrangement or this Agreement or (B) required in order to maintain the Material Contracts in full force and effect following the completion of the Arrangement, in each case, on terms that are reasonably satisfactory to the Buyer, and without paying, and without committing itself or the Buyer to pay, any consideration or incurring any liability or obligation without the prior written consent of the Buyer;
 - (iii) use commercially reasonable efforts to effect all necessary registrations, filings and submissions of information required by Governmental Entities from the Corporation relating to the Arrangement; and
 - (iv) not take any action, or refrain from taking any commercially reasonable action, or permit any action to be taken or any commercially reasonable action not to be taken, which is inconsistent with this Agreement or would reasonably be expected to prevent, materially delay or otherwise impede the consummation of the transactions contemplated by this Agreement.
- (b) The Corporation shall promptly notify the Buyer in writing of:
- (i) any Corporation Material Adverse Effect;
 - (ii) any notice or other communication from any Person alleging that the consent (or waiver, permit, exemption, order, approval, agreement, amendment or confirmation) of such Person (or another Person) is or may be required in connection with the transactions contemplated by this Agreement;
 - (iii) unless prohibited by Law, any notice or other communication from any Person (other than Governmental Entities in connection with Regulatory Approvals subject to Section 5.05) in connection with the transactions contemplated by this Agreement (and the Corporation shall contemporaneously provide a copy of any such written notice or communication to the Buyer); or
 - (iv) any Proceeding commenced or, to the Corporation's knowledge, threatened against, relating to or involving, or otherwise giving effect to this Arrangement, this Agreement or any of the transactions contemplated by this Agreement.

Section 5.03 Conduct of Business of the Buyer.

The Buyer covenants and agrees that, during the period from the date of this Agreement until the earlier of the Effective Time and the time that this Agreement is terminated in accordance with its terms, except: (i) with the express prior written consent of the Corporation (such consent not be unreasonably withheld, conditioned or delayed); (ii) as required or permitted

by this Agreement; (iii) as required by Law, or (iv) as set out in the Buyer Disclosure Letter, the Buyer shall not:

- (a) adjust, split, combine, reclassify or amend the terms of the Buyer Shares;
- (b) amend its articles of incorporation, by-laws or other constating documents in a manner that would have a material and adverse impact on the value of the Buyer Shares;
- (c) adopt a plan of liquidation or resolutions providing for the liquidation or dissolution of the Buyer; or
- (d) authorize, agree, resolve or otherwise commit to do any of the foregoing.

Section 5.04 Covenants of the Buyer Relating to the Arrangement.

- (a) Subject to Section 5.05, which shall govern in relation to Regulatory Approvals, the Buyer shall perform all obligations required to be performed by it under this Agreement, co-operate with the Corporation in connection therewith and do all such other acts and things as may be necessary or desirable in order to consummate and make effective, as soon as reasonably practicable, the transactions contemplated by this Agreement and, without limiting the generality of the foregoing, the Buyer shall:
 - (i) use commercially reasonable efforts to satisfy all conditions precedent in this Agreement and take all steps set forth in the Interim Order and the Final Order applicable to it and comply promptly with all requirements imposed by Law on it with respect to this Agreement or the Arrangement;
 - (ii) use commercially reasonable efforts to effect all necessary registrations, filings and submissions of information required by Governmental Entities from the Buyer relating to the Arrangement; and
 - (iii) not take any action, or refrain from taking any commercially reasonable action, or permit any action to be taken or any commercially reasonable action not to be taken, which is inconsistent with this Agreement or would reasonably be expected to prevent, materially delay or otherwise impede the consummation of the Arrangement or the transactions contemplated by this Agreement.
- (b) The Buyer shall promptly notify the Corporation in writing of:
 - (i) any Buyer Material Adverse Effect;
 - (ii) any notice or other communication from any Person alleging that the consent (or waiver, permit, exemption, order, approval, agreement, amendment or confirmation) of such Person (or another Person) is or may be required in connection with the transactions contemplated by this Agreement;
 - (iii) unless prohibited by Law, any notice or other communication from any Person (other than Governmental Entities in connection with Regulatory

Approvals subject to Section 5.05) in connection with the transactions contemplated by this Agreement (and the Buyer shall contemporaneously provide a copy of any such written notice or communication to the Corporation); or

- (iv) any Proceeding commenced or, to the Buyer's knowledge, threatened against, relating to or involving or otherwise affecting the Arrangement, this Agreement or any of the transactions contemplated by this Agreement.

Section 5.05 Regulatory Approvals.

- (a) As soon as reasonably practicable after the date of this Agreement, the Buyer and the Corporation shall prepare and file all necessary documents, registrations, statements, petitions, filings and applications with any Governmental Entity required to obtain any Regulatory Approvals and use their commercially reasonable efforts to obtain and maintain all Regulatory Approvals.
- (b) The Parties shall co-operate and coordinate with one another in connection with obtaining the Regulatory Approvals, including by providing or submitting as promptly as possible all documentation and information that is required or, in the opinion of the Buyer and the Corporation, acting reasonably, advisable in connection with obtaining the Regulatory Approvals and use their commercially reasonable efforts to ensure that such information does not contain a Misrepresentation.

Section 5.06 Access to Information.

- (a) From the date hereof until the earlier of the Effective Time and the time that this Agreement is terminated in accordance with its terms, subject to applicable Law and the terms of any existing Contracts, the Corporation shall give to the Buyer and its Representatives reasonable access to the offices, properties, officers, books and records of the Corporation and its Subsidiary during normal business hours and furnish to the Buyer and its Representatives such financial and operating data and other filings, reports and information as the Buyer may reasonably request.
- (b) Without limiting the generality of the provisions of the confidentiality in the letter of intent dated May 20, 2020 entered between the Parties, the Buyer acknowledges that all information provided to it under this Section 5.06 or otherwise pursuant to this Agreement or in connection with the transactions contemplated under this Agreement is subject to the confidentiality provisions of the letter of intent that will remain in full force and effect in accordance with its terms notwithstanding any other provisions of this Agreement or any termination of this Agreement.

Section 5.07 Public Communications.

- (a) The Parties shall agree on the text of the news release to be issued by each of them to announce the execution of this Agreement.

- (b) Each Party shall: (i) not issue any news release or make any other public statement or disclosure with respect to this Agreement or the transactions contemplated by this Agreement without the prior consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed and (ii) use commercially reasonable efforts to give the other Party prior oral or written notice and a reasonable opportunity to review and comment on all such news releases and other disclosure; provided, however, that the foregoing shall be subject to each Party's overriding obligation to make disclosure in accordance with applicable Laws and, if such disclosure is required and the other Party has not reviewed or commented on the disclosure, the Party making such disclosure shall use commercially reasonable efforts to give prior oral or written notice to the other Party and, if such prior notice is not permitted by applicable Law, shall give such notice immediately following the making of such disclosure. The Party making such disclosure shall give reasonable consideration to any comments made by the other Party or its counsel.

Section 5.08 Notice and Cure Provisions.

- (a) During the period commencing on the date of this Agreement and continuing until the earlier of the Effective Time and the time that this Agreement is terminated in accordance with its terms, each Party shall promptly notify the other Party of the occurrence, or failure to occur, of any event or state of facts, which occurrence or failure would, or would be reasonably likely to:
 - (i) cause any of the representations or warranties of such Party contained in this Agreement to be untrue or inaccurate in any material respect at any time from the date of this Agreement to the Effective Time; or
 - (ii) result in the failure to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by such Party under this Agreement.
- (b) Notification provided under this Section 5.08 will not affect the representations, warranties, covenants, agreements or obligations of the Parties (or remedies with respect thereto), or the conditions to the obligations of the Parties under this Agreement.
- (c) The Corporation may not elect to exercise its right to terminate this Agreement pursuant to Section 8.02(a)(iii)(A) and the Buyer may not elect to exercise its right to terminate this Agreement pursuant to Section 8.02(a)(iv)(A), unless the Party seeking to terminate the Agreement (the "**Terminating Party**") has delivered a written notice ("**Termination Notice**") to the other Party (the "**Breaching Party**") specifying in reasonable detail all breaches of covenants, representations and warranties or other matters that the Terminating Party asserts as the basis for termination. After delivering a Termination Notice, provided that the Breaching Party is proceeding diligently to cure such matter and such matter is capable of being cured prior to the Outside Date, the Terminating Party may not exercise such termination right until the earlier of: (i) the Outside Date; and (ii) the date that is 15 Business Days following receipt of such Termination Notice by the Breaching Party, if such matter has not been cured by such date.

- (d) If the Terminating Party delivers a Termination Notice prior to the date of the Corporation Meeting and the Buyer Meeting, unless the Parties agree otherwise, the Corporation shall postpone or adjourn the Corporation Meeting and the Buyer shall postpone or adjourn the Buyer Meeting until the earlier of (i) five Business Days prior to the Outside Date and (ii) the date that is 15 Business Days following receipt of such Termination Notice by the Breaching Party.

Section 5.09 Insurance and Indemnification.

From and after the Effective Time, the Buyer shall, and shall cause the Corporation and its Subsidiary to, honour all rights to indemnification or exculpation existing as of the date of this Agreement in favour of present and former officers and directors of the Corporation and its Subsidiary, to the extent that they are: (i) included in the Corporation Constatng Documents or the articles and by-laws (or equivalent documents) of its Subsidiary; (ii) provided for by Law or (iii) disclosed in Section 5.09 of the Corporation Disclosure Letter, and acknowledges that such rights shall survive the Effective Time and shall continue in full force and effect in accordance with their terms for a period of not less than six years from the Effective Date.

ARTICLE 6 ADDITIONAL COVENANTS REGARDING NON-SOLICITATION

Section 6.01 Non-Solicitation.

- (a) Neither Party shall, and shall cause its Subsidiaries to, directly or indirectly, through any Representative, Affiliate or otherwise, permit any such Person to:
 - (i) solicit, assist, initiate, knowingly encourage or otherwise knowingly facilitate any inquiry, proposal or offer (whether public or otherwise) that constitutes or may reasonably be expected to constitute or lead to, an alternative transaction proposal; or
 - (ii) enter into, engage in, continue or otherwise participate in any discussions or negotiations with any Person (other than the other Party) regarding any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to, an alternative transaction proposal; provided that, the either Party may: (A) advise any Person of the restrictions of this Agreement; and (B) provide a written response (with a copy to the other Party) to any Person who submits an alternative transaction proposal solely for the purposes of seeking clarification of the express terms of such alternative transaction proposal.
- (b) Both Parties shall, and shall cause its Subsidiaries and its and their respective Representatives to, immediately cease and terminate, and cause to be terminated, any solicitation, encouragement, discussion, negotiations or other activities commenced prior to the date of this Agreement with any Person (other than the other Party and its Affiliates) with respect to any inquiry, proposal or offer that constitutes, or may reasonably be expected to constitute or lead to, an alternative transaction proposal and, in connection with such termination, shall discontinue access to, and disclosure of, all information regarding that Party and its Subsidiaries (including any data room and any confidential

information, properties, facilities, books and records of such Party or any of its Subsidiaries).

- (c) Both Parties covenants and agrees: (i) that each Party shall take all necessary action to enforce each confidentiality, standstill, non-disclosure, non-solicitation, use, business purpose or similar agreement or covenant to which such Party or any of its Subsidiaries are a party; and (ii) not to release, and cause its Subsidiaries not to release, any Person from, or waive, amend, suspend or otherwise modify such Person's obligations respecting such Party or any of its Subsidiaries, under any confidentiality, standstill, non-disclosure, use, business purpose or similar agreement or covenant to which such Party or any of its Subsidiaries are a party, without the prior written consent of the other Party.

Section 6.02 Permitted Disclosure.

Notwithstanding anything to the contrary set forth in this Agreement (including this ARTICLE 6), nothing shall prohibit the Boards from (a) making any disclosure prior to the Effective Time prescribed by Law in response to an alternative transaction proposal (including by responding to an alternative transaction proposal under a directors' circular under applicable Securities Laws); provided that the Party receiving the alternative transaction proposal shall provide the other Party and its outside legal counsel with a reasonable opportunity to review the form and content of such disclosure and shall give reasonable consideration to any comments made by the other Party and its outside legal counsel; or (b) calling or holding a meeting of such Party requisitioned by shareholders in accordance with the applicable corporate law.

Section 6.03 Breach by Subsidiaries and Representatives.

Without limiting the generality of the foregoing: (a) both Parties shall advise its respective Subsidiaries and their Representatives of the prohibitions set out in this ARTICLE 6; (b) any violation of the restrictions set forth in ARTICLE 6 by its Subsidiaries or its or their Representatives will be deemed to be a breach of this ARTICLE 6 by the Corporation or the Buyer; and (c) the Corporation or the Buyer (as applicable) shall be responsible for any breach of this ARTICLE 6 by its Subsidiaries and its and its Subsidiaries' Representatives.

ARTICLE 7 CONDITIONS

Section 7.01 Mutual Conditions.

The Parties are not required to complete the Arrangement unless each of the following conditions is satisfied on or prior to the Effective Time, which conditions may only be waived, in whole or in part, by the mutual consent of each of the Parties:

- (a) the Arrangement Resolution has been approved and adopted at the Corporation Meeting in accordance with the Interim Order;
- (b) the Buyer Shareholder Resolution has been approved and adopted at the Buyer Meeting in accordance with Law;

- (c) the Interim Order and the Final Order have each been obtained on terms consistent with this Agreement and have not been set aside or modified in a manner unacceptable to either the Corporation or the Buyer, each acting reasonably, on appeal or otherwise;
- (d) the Buyer Shares issuable pursuant to the Plan of Arrangement have been approved for listing on the CSE, subject to customary conditions;
- (e) completion of the Private Placement; and
- (f) no Law is in effect that makes the consummation of the Arrangement illegal or otherwise prohibits or enjoins the Corporation or the Buyer from consummating the Arrangement.

Section 7.02 Additional Conditions to the Obligations of the Buyer.

The Buyer is not required to complete the Arrangement unless each of the following conditions is satisfied on or prior to the Effective Time, which conditions are for the exclusive benefit of the Buyer and may only be waived, in whole or in part, by the Buyer in its sole discretion:

- (a) the representations and warranties made by the Corporation in this Agreement shall be true and correct as of the Effective Time (except for representations and warranties made as of a specified date, the accuracy of which shall be determined as of such date), except to the extent that the failure or failures of such representations and warranties to be so true and correct, individually or in the aggregate, would not have a Corporation Material Adverse Effect (and, for this purpose, any reference to "material", "Corporation Material Adverse Effect" or other concepts of materiality in such representations and warranties shall be ignored), and the Corporation shall have provided to the Buyer a certificate of two senior officers of the Corporation certifying the foregoing and dated the Effective Date;
- (b) the Corporation shall have fulfilled or complied in all material respects with each of the covenants of the Corporation contained in this Agreement to be fulfilled or complied with by it on or before the Effective Time and the Corporation shall have provided to the Buyer a certificate of two senior officers of the Corporation certifying the foregoing and dated the Effective Date;
- (c) there is no Proceeding pending or threatened by any Governmental Entity to:
 - (i) prohibit the consummation of the Arrangement;
 - (ii) cease trade, enjoin, prohibit or impose any material limitations on the Buyer's ability to acquire, hold or exercise full rights of ownership over any Corporation Shares upon completion of the Arrangement; or
 - (iii) prohibit the ownership or operation by the Buyer of the business of the Corporation or its Subsidiary or any material portion of the business or assets of the Corporation or its Subsidiary following completion of the Arrangement.
- (d) satisfactory evidence that there is debt obligations owing by the Corporation or its Subsidiary, other than trade payables incurred in the ordinary course on or

before the Effective Time and the Corporation shall have provided to the Buyer a certificate of two senior officers of the Corporation certifying the foregoing and dated the Effective Date;

- (e) since the date of this Agreement, there shall not have been or occurred a Corporation Material Adverse Effect; and
- (f) Dissent Rights have not been exercised (or, if exercised, remain outstanding) with respect to more than 5% of the issued and outstanding Corporation Shares and the Corporation shall have provided to the Buyer a certificate of two senior officers of the Corporation certifying the foregoing and dated the Effective Date.

Section 7.03 Additional Conditions to the Obligations of the Corporation.

The Corporation is not required to complete the Arrangement unless each of the following conditions is satisfied, which conditions are for the exclusive benefit of the Corporation and may only be waived, in whole or in part, by the Corporation in its sole discretion:

- (a) the representations and warranties made by the Buyer in this Agreement shall be true and correct as of the Effective Time (except for representations and warranties made as of a specified date, the accuracy of which shall be determined as of such date), except to the extent that the failure or failures of such representations and warranties to be so true and correct, individually or in the aggregate, would not have a Buyer Material Adverse Effect (and, for this purpose, any reference to "material", "Buyer Material Adverse Effect" or other concepts of materiality in such representations and warranties shall be ignored) and the Buyer shall have provided to the Corporation a certificate of two senior officers of the Buyer certifying the foregoing dated the Effective Date;
- (b) the Buyer shall have fulfilled or complied in all material respects with its covenants contained in this Agreement to be fulfilled or complied with by it on or before the Effective Time, and the Buyer shall have provided to the Corporation a certificate of two senior officers of the Buyer certifying the foregoing dated the Effective Date;
- (c) the signing of a written resignation and release effective on the Effective Time by the following directors of the Buyer: (i) Rahim Mohamed; (ii) Derrick Lewis; and (iii) Kelly Abbott;
- (d) the appointment of the Corporation Nominees to the Corporation Board effective on the Effective Time;
- (e) a written confirmation from two senior officers of the Buyer certifying that the Loan is forgiven as of the Effective Date and providing evidence satisfactory to the Corporation of the full and complete discharge of any and all security interest registered against the assets of the Corporation; and
- (f) the entering into a side letter agreement between the Parties, specifying the issuance of Buyer Shares as part of the Deferred Consideration and related matters.

Section 7.04 Satisfaction of Conditions.

The conditions set out in Section 7.01, Section 7.02 and Section 7.03 shall be conclusively deemed to have been satisfied, waived or released when the Certificate of Arrangement is issued by the Registrar.

ARTICLE 8 TERM AND TERMINATION

Section 8.01 Term.

This Agreement shall be effective from the date hereof until the earlier of the Effective Time and the termination of this Agreement in accordance with its terms.

Section 8.02 Termination.

- (a) This Agreement may be terminated prior to the Effective Time by:
 - (i) the mutual written agreement of the Corporation and the Buyer;
 - (ii) either the Corporation or the Buyer if:
 - (A) the Arrangement Resolution is not approved by the Corporation Shareholders at the Corporation Meeting in accordance with the Interim Order; provided that, a Party may not terminate this Agreement pursuant to this Section 8.02(a)(ii)(A) if the failure to obtain approval of the Arrangement Resolution has been caused by, or is a result of, a breach by such Party of any of its representations or warranties or the failure of such Party to perform any of its covenants or agreements under this Agreement;
 - (B) the Buyer Shareholder Resolution is not approved by the Buyer Shareholders at the Buyer Meeting; provided that, a Party may not terminate this Agreement pursuant to this Section 8.02(a)(ii)(B) if the failure to obtain approval of the Buyer Shareholder Resolution has been caused by, or is a result of, a breach by such Party of any of its representations or warranties or the failure of such Party to perform any of its covenants or agreements under this Agreement;
 - (C) after the date of this Agreement, any Law is enacted, made, enforced or amended, as applicable, that makes the consummation of the Arrangement illegal or otherwise permanently prohibits or enjoins the Corporation or the Buyer from consummating the Arrangement and such Law has, if appealable, become final and non-appealable; provided that, a Party may not terminate this Agreement pursuant to this Section 8.02(a)(ii)(C) if the enactment, making, enforcement or amendment of such Law has been caused by, or is a result of, a breach by such Party of any of its representations or warranties

or the failure of such Party to perform any of its covenants or agreements under this Agreement; or

(D) the Effective Time does not occur on or prior to the Outside Date; provided that, a Party may not terminate this Agreement pursuant to this Section 8.02(a)(ii)(D) if the failure of the Effective Time to so occur has been caused by, or is a result of, a breach by such Party of any of its representations or warranties or the failure of such Party to perform any of its covenants or agreements under this Agreement.

(iii) the Corporation if:

(A) a breach of any representation or warranty or failure to perform any covenant or agreement on the part of the Buyer under this Agreement occurs that would cause any condition in Section 7.03(a) or Section 7.03(b) not to be satisfied and such breach or failure is incapable of being cured or is not cured in accordance with the terms of Section 5.08; provided that, the Corporation is not then in breach of this Agreement so as to directly or indirectly cause any condition in Section 7.02(a) or Section 7.02(b) not to be satisfied; or

(B) there has occurred a Buyer Material Adverse Effect that is incapable of being cured on or before the Outside Date.

(iv) the Buyer if:

(A) a breach of any representation or warranty or failure to perform any covenant or agreement on the part of the Corporation under this Agreement occurs that would cause any condition in Section 7.02(a) or Section 7.02(b) not to be satisfied and such breach or failure is incapable of being cured or is not cured in accordance with the terms of Section 5.08; provided that, the Buyer is not then in breach of this Agreement so as to directly or indirectly cause any of the conditions in Section 7.03(a) or Section 7.03(b) not to be satisfied; or

(B) there has occurred a Corporation Material Adverse Effect that is incapable of being cured on or before the Outside Date.

(b) The Party desiring to terminate this Agreement pursuant to this Section 8.02 (other than pursuant to Section 8.02(a)(i)) shall deliver written notice of such termination to the other Party specifying in reasonable detail the basis for such Party's exercise of its termination right.

Section 8.03 Effect of Termination/Survival.

If this Agreement is terminated pursuant to Section 8.01 or Section 8.02, this Agreement shall become void and of no further force or effect without liability of any Party (or any shareholder, Representative or consultant of such Party) except that in the event of any termination under Section 8.02, this Section 8.03, Section 5.06, ARTICLE 9 and ARTICLE 10

shall survive, and provided that no Party shall be relieved of any liability for any Willful Breach by it of this Agreement.

ARTICLE 9 LOAN REPAYMENT AMOUNT AND EXPENSES

Section 9.01 Loan Repayment Amount.

- (a) If a Loan Repayment Amount Event occurs, the Corporation shall pay the Buyer the Loan Repayment Amount in accordance with Section 9.01(c).
- (b) For the purposes of this Agreement, "**Loan Repayment Amount**" means the aggregate amount of the Loan outstanding less [REDACTED] (which shall be forgiven by the Buyer) at the time of the Loan Repayment Amount Event and "**Loan Repayment Amount Event**" means any event that results in the termination of this Agreement pursuant to Section 8.02(a), provided that the Buyer is not then in breach of this Agreement so as to directly or indirectly cause for the failure to complete or consummate the transactions contemplated in this Agreement.
- (c) If a Loan Repayment Amount Event, the Loan Repayment Amount shall be paid within six months following such Loan Repayment Amount Event. Any Loan Repayment Amount shall be paid by the Corporation to the Buyer (or as the Buyer may direct by notice in writing) by wire transfer in immediately available funds to an account designated by the Buyer.
- (d) Each Party acknowledges that the agreements contained in this Section 9.01 are an integral part of the transactions contemplated by this Agreement, that without these agreements the Parties would not enter into this Agreement and that the amounts set out in this Section 9.01 represent liquidated damages, which are a genuine pre-estimate of the damages, including opportunity costs, reputational damage and out-of-pocket expenditures that the Buyer will suffer or incur as a result of the event giving rise to such damages and the resultant termination of this Agreement and is not a penalty.
- (e) The Corporation irrevocably waives any right that it may have to raise as a defence that any such liquidated damages are excessive or punitive. If the Corporation fails to timely pay any amount due pursuant to this Section 9.01, it shall also pay any costs and expenses incurred by the Buyer in connection with a legal action to enforce this Agreement that results in a judgment against the Corporation for the payment of the Loan Repayment Amount, together with interest on the amount of any unpaid fee, cost or expense at the prime rate of The Bank of Canada from the date such fee, cost or expense was required to be paid to (but excluding) the payment date.
- (f) In the event that the Loan Repayment Amount is paid in full to the Buyer (or as it directs) in the manner provided in this Section 9.01, no other amounts will be due and payable as damages or otherwise by the Corporation and the Buyer hereby accepts that such payment is the sole and exclusive remedy in connection with this Agreement (and the termination hereof), the transactions contemplated by this Agreement or any other matter forming the basis of such termination and is the maximum aggregate amount that the Corporation shall

be required to pay in lieu of any damages or any other payments or remedy that the Buyer may be entitled to in connection with this Agreement (and the termination hereof), the transactions contemplated by this Agreement or any other matter forming the basis of such termination, provided, however, that this limitation shall not apply in the event of Willful Breach or fraud by the Corporation or any of its Subsidiaries of its representations, warranties, covenants or agreements set forth in this Agreement (which breach and liability as a result shall not be affected by the termination of this Agreement or any payment of Loan Repayment Amount.

- (g) Notwithstanding anything in this Agreement to the contrary, while the Buyer may pursue both a grant of specific performance in accordance with Section 10.05 and the payment of the Loan Repayment Amount under this Section 9.01, under no circumstances shall the Buyer be permitted or entitled to receive both a grant of specific performance of the Corporation's obligation to consummate the transactions contemplated hereby and any monetary damages, including all or any portion of the Loan Repayment Amount.

Section 9.02 Expenses.

Except as otherwise expressly provided in this Agreement, the Parties agree that all out-of-pocket expenses of the Parties relating to this Agreement or the transactions contemplated under this Agreement, including legal fees, accounting fees, financial advisory fees, regulatory filing fees, stock exchange fees, all disbursements of advisors, and printing and mailing costs, shall be paid by the Party incurring such expenses.

ARTICLE 10 GENERAL PROVISIONS

Section 10.01 Amendments.

This Agreement and the Plan of Arrangement may, at any time and from time to time before or after the holding of the Corporation Meeting and the Buyer Meeting but not later than the Effective Time, be amended by mutual written agreement of the Parties, without further notice to or authorization on the part of the Corporation Shareholders, and any such amendment may, subject to the Interim Order and the Final Order and Laws, without limitation:

- (a) change the time for performance of any of the obligations or acts of the Parties;
- (b) modify any representation or warranty contained in this Agreement or in any document delivered pursuant to this Agreement;
- (c) modify any of the covenants contained in this Agreement and waive or modify performance of any of the obligations of the Parties; or
- (d) modify any mutual conditions contained in this Agreement.

Section 10.02 Notices.

Any notice, or other communication given regarding the matters contemplated by this Agreement will be sufficient if in writing and (a) hand delivered, (b) sent by certified or

registered mail, (c) sent by express courier or (d) if notice is also contemporaneously sent by one of the other methods, sent by facsimile or email, and addressed as follows:

If to the Corporation: Clean Go Green Go Inc.
Address: 234 - 5149 Country Hills Blvd
Suite 422
Calgary, Alberta T3A 5K8
Attention: Anthony Sarvucci, Chief Executive Officer
Email: [REDACTED]

If to the Buyer: SoftLab9 Technologies Inc.
Address: Suite 605, 815 Hornby Street
Vancouver, British Columbia V6Z 2E6
Attention: Rahim Mohamed, Chief Executive Officer
Email: [REDACTED]

Any notice or other communication is deemed to be given and received on the day on which it was delivered or, in the case of notices or other communications transmitted by facsimile or email, transmitted (or if such day is not a Business Day or if such notice or communication was delivered or transmitted after 5:00 p.m. (local time in the place of receipt) on the next following Business Day).

Section 10.03 Time of the Essence.

Time is of the essence in this Agreement.

Section 10.04 Further Assurances.

Subject to the provisions of this Agreement, the Parties will, from time to time, do all acts and things and execute and deliver all such further documents and instruments, as the other Party may, either before or after the Effective Date, reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement and, in the event the Arrangement becomes effective, to document or evidence any of the transactions or events set out in the Plan of Arrangement.

Section 10.05 Injunctive Relief.

The Parties agree that irreparable harm would occur for which money damages would not be an adequate remedy at Law 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 injunctive and other equitable relief to prevent breaches or threatened breaches of this Agreement and to enforce compliance with the terms of this Agreement, without any requirement for the securing or posting of any bond in connection with the obtaining of any such injunctive or other equitable relief, this being in addition to any other remedy to which the Parties may be entitled at Law or in equity.

Section 10.06 Waiver.

No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar). No waiver will be binding unless executed in writing by the Party to be bound by the waiver. A Party's failure or delay in exercising any right under this Agreement will not operate as a waiver of that right. A single or partial exercise of any right

will not preclude a Party from any other or further exercise of that right or the exercise of any other right.

Section 10.07 Entire Agreement.

This Agreement, together with the Corporation Disclosure Letter, Buyer Disclosure Letter and the Side Letter Agreement, constitute the entire agreement between the Parties with respect to the transactions contemplated by this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties. There are no representations, warranties, covenants, conditions or other agreements, express or implied, collateral, statutory or otherwise, between the Parties in connection with the subject matter of this Agreement, except as specifically set forth in this Agreement. The Parties have not relied and are not relying on any other information, discussion or understanding in entering into and completing the transactions contemplated by this Agreement.

Section 10.08 Successors and Assigns.

- (a) This Agreement becomes effective only when executed by the Corporation and the Buyer. After that time, it will be binding upon and enure to the benefit of the Corporation, the Buyer and their respective successors and permitted assigns.
- (b) Neither this Agreement nor any of the rights or obligations under this Agreement are assignable or transferable by any Party without the prior written consent of the other Party. No assignment shall relieve the assigning party of any of its obligations under this Agreement.

Section 10.09 Severability.

If any provision of this Agreement is determined to be illegal, invalid or unenforceable by an arbitrator or any court of competent jurisdiction, that provision will be severed from this Agreement and the remaining provisions shall remain in full force and effect. Upon such determination that any provision is illegal, invalid or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

Section 10.10 Governing Law; Submission to Jurisdiction; Choice of Language

- (a) This Agreement shall be governed by and construed in accordance with the Laws of the Province of Alberta and the federal laws of Canada applicable therein.
- (b) Each Party irrevocably attorns and submits to the non-exclusive jurisdiction of the courts of the Province of Alberta and waives objection to the venue of any Proceeding in such court or that such court provides an inconvenient forum.
- (c) The Parties confirm that it is their express wish that this Agreement, as well as any documents relating to this Agreement, including notices, schedules and authorizations, have been and shall be drawn up in the English language only. *Les parties aux présents confirment leur volonté expresse que cette convention, de même que tous les documents s'y rattachant, y compris tous avis, annexes et autorisations s'y rattachant, soient rédigés en langue anglaise seulement.*

Section 10.11 No Liability.

No director or officer of the Buyer shall have any personal liability whatsoever to the Corporation under this Agreement or any other document delivered in connection with the transactions contemplated hereby on behalf of the Buyer. No director or officer of the Corporation or its Subsidiary shall have any personal liability whatsoever to the Buyer under this Agreement or any other document delivered in connection with the transactions contemplated hereby on behalf of the Corporation or its Subsidiary.

Section 10.12 Counterparts.

This Agreement may be executed in any number of counterparts (including counterparts by email) and all such counterparts taken together shall be deemed to constitute one and the same instrument. The Parties shall be entitled to rely upon delivery of an executed PDF or similar executed electronic copy of this Agreement, and such PDF or similar executed electronic copy shall be legally effective to create a valid and binding agreement between the Parties.

[Remainder of this page has been left intentionally blank - Signature page follows]

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

SOFTLAB9 TECHNOLOGIES INC.

CLEAN GO GREEN GO INC.

Per: (signed) *Rahim Mohamed*
Rahim Mohamed
Chief Executive Officer

Per: (signed) *Anthony Sarvucci*
Anthony Sarvucci
Chief Executive Officer

SCHEDULE "A"
PLAN OF ARRANGEMENT

PLAN OF ARRANGEMENT

ARTICLE I INTERPRETATION

Section 1.01 Definitions. Unless indicated otherwise, where used in this Plan of Arrangement, capitalized terms used but not defined shall have the meanings specified in the Arrangement Agreement and the following terms shall have the following meanings:

"**ABCA**" means the *Business Corporations Act* (Alberta), RSA 2000, Chapter B-9, as amended.

"**Arrangement**" means the arrangement of the Corporation under Section 193 of the ABCA on the terms and subject to the conditions set out in this Plan of Arrangement, subject to any amendments or variations thereto made in accordance with the terms of the Arrangement Agreement and Section Section 6.01 of this Plan of Arrangement or made at the discretion of the Court in the Final Order with the prior written consent of the Corporation and the Buyer, each acting reasonably.

"**Arrangement Agreement**" means the Arrangement Agreement dated November 20, 2020 between the Corporation and the Buyer (including the schedules) as it may be amended, modified or supplemented from time to time in accordance with its terms.

"**Arrangement Resolution**" means the special resolution approving this Plan of Arrangement to be considered at the Corporation Meeting.

"**Articles of Arrangement**" means the articles of arrangement of the Corporation in respect of the Arrangement that are required by the ABCA to be sent to the Registrar after the Final Order is made, which shall include this Plan of Arrangement and otherwise be in a form and content satisfactory to the Corporation and the Buyer, each acting reasonably.

"**Business Day**" means any day, other than a Saturday, a Sunday or a day on which major banks are closed for business in Calgary, Alberta.

"**Buyer**" means SoftLab9 Technologies Inc.

"**Buyer Share**" means a common share in the capital of the Buyer.

"**CSE**" means the Canadian Securities Exchange.

"**Certificate of Arrangement**" means the certificate of arrangement giving effect to the Arrangement, issued pursuant to Subsection 193(11) of the ABCA after the Articles of Arrangement have been filed.

"**Consideration**" means the issuance of an aggregate of 24,000,000 Buyer Shares in exchange of the total issued and outstanding Corporation Shares as of date of the Effective Date, for an effective exchange ratio of 0.75 of Buyer Share for each Corporation Share.

"**Corporation**" means Clean Go Green Go Inc.

"**Corporation Circular**" means the notice of the Corporation Meeting and accompanying management information circular, including all schedules, appendices, and exhibits to, and

information incorporated by reference in, such management information circular, to be sent to the Corporation Shareholders and other Persons as required by the Interim Order and Law in connection with the Corporation Meeting, as amended, supplemented or otherwise modified from time to time in accordance with the terms of the Arrangement Agreement.

"Corporation Meeting" means the special meeting of the Corporation Shareholders, including any adjournment or postponement thereof in accordance with the terms of the Arrangement Agreement, to be called and held in accordance with the Interim Order to consider the Arrangement Resolution.

"Corporation Share" means a Class "A" Common Share in the capital of the Corporation.

"Corporation Shareholders" means the registered and/or beneficial owners of the Corporation Shares, as the context requires.

"Court" means the Court of Queen's Bench of Alberta in the City of Calgary in the Province of Alberta.

"Deferred Consideration" has the meaning given to such term in Schedule "D" - Side Letter Agreement.

"Depository" means such Person as the Corporation may appoint to act as depository in relation to the Arrangement, with the approval of the Buyer, acting reasonably.

"Dissent Rights" has the meaning set forth in Section Section 4.01.

"Dissenting Shareholder" means a registered Corporation Shareholder who has validly exercised its Dissent Rights and has not withdrawn or been deemed to have withdrawn such exercise of Dissent Rights, but only in respect of the Corporation Shares in respect of which Dissent Rights are validly exercised by such registered Corporation Shareholder.

"Effective Date" means the date shown on the Certificate of Arrangement giving effect to the Arrangement.

"Effective Time" means 12:01 a.m. (Calgary time) on the Effective Date or such other time as the Parties agree to in writing before the Effective Date.

"Final Order" means the final order of the Court pursuant to Section 193(9) of the ABCA, in form and substance satisfactory to each Party, acting reasonably, approving the Arrangement, as such order may be amended by the Court (with the consent of each of the Parties, acting reasonably) at any time prior to the Effective Date or, if appealed, then unless such appeal is withdrawn or denied, as affirmed or as amended (provided that such amendment is satisfactory to each of the Parties, acting reasonably) on appeal.

"Governmental Entity" means: (a) any international, multinational, national, federal, provincial, territorial, state, regional, municipal, local or other government, governmental or public body, authority or department, central bank, court, tribunal, arbitral or adjudicative body, commission, commissioner, cabinet, board, bureau, minister, ministry, governor-in-council, agency or instrumentality, domestic or foreign; (b) any subdivision, agent or authority of any of the foregoing; (c) any quasi-governmental, administrative or private body, including any tribunal, commission, committee, regulatory agency or self-regulatory organization, exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing; or (d) any stock exchange (including the CSE).

"Interim Order" means the interim order of the Court pursuant to Section 193(4) of the ABCA in form and substance satisfactory to each Party, acting reasonably, providing for, among other things, the calling and holding of the Corporation Meeting, as such order may be amended by the Court with the consent of each of the Parties, acting reasonably.

"Law" means, with respect to any Person, any and all applicable law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, Order, injunction, judgment, award, decree, ruling or similar requirement, whether domestic or foreign, enacted, adopted, promulgated or applied by a Governmental Entity that is binding upon or applicable to such Person or its business, undertaking, property or securities, and to the extent that they have the force of law, policies, guidelines, notices and protocols of any Governmental Entity, as amended, unless expressly specified otherwise.

"Letter of Transmittal" means the letter of transmittal to be sent by the Corporation to the Corporation Shareholders for use by the Corporation Shareholders with respect to the Arrangement.

"Lien" means any mortgage, charge, pledge, hypothec, security interest, prior claim, assignment, lien (statutory or otherwise), or restriction or adverse right or claim, or other third- party interest or encumbrance of any kind, in each case, whether contingent or absolute.

"Parties" means the Buyer and the Corporation, and **"Party"** means either one of them, as the context requires.

"Person" includes any individual, partnership, limited partnership, association, body corporate, organization, joint venture, trust, estate, trustee, executor, administrator, legal representative or government (including any Governmental Entity), syndicate or other entity, whether or not having legal status.

"Plan of Arrangement" means this plan of arrangement, subject to any amendments or variations made in accordance with the Arrangement Agreement or Section Section 6.01 of this Plan of Arrangement or made at the discretion of the Court in the Final Order with the prior written consent of the Corporation and the Buyer, each acting reasonably.

"Registrar" means the Registrar appointed pursuant to Section 263 of the ABCA.

Section 1.02 Certain Rules of Interpretation. In this Plan of Arrangement, unless otherwise specified:

- (a) **Headings, etc.** The division of this Plan of Arrangement into Articles and Sections and the insertion of headings are for convenient reference only and do not affect the construction or interpretation of this Plan of Arrangement.
- (b) **Currency.** All references to dollars or to \$ are references to Canadian dollars. In the event that that any amounts are required to be converted from a foreign currency to Canadian dollars or vice versa, such amounts shall be converted using the most recent closing exchange rate of The Bank of Canada available before the relevant calculation date.
- (c) **Gender and Number.** Any reference to gender includes all genders. Words importing the singular number include the plural and vice versa.

- (d) **Certain Phrases, etc.** The words "**including**", "**includes**" and "**include**" mean "including (or includes or include) without limitation" and references to "**Article**" or "**Section**" followed by a number or letter mean and refer to the specified Article or Section of this Plan of Arrangement.
- (e) **Statutory References.** Any reference to a particular statute refers to such statute and all rules and regulations made under it, as it or they may have been or may from time to time be amended, consolidated, replaced or re-enacted.
- (f) **Date for any Action.** If the date on which any action is required or permitted to be taken under this Plan of Arrangement by a Person is not a Business Day, such action shall be required or permitted to be taken on the next succeeding day which is a Business Day.
- (g) **Time.** Time shall be of the essence in every matter or action contemplated under this Plan of Arrangement. All references to time are to local time in Calgary, Alberta unless otherwise stipulated in this Plan of Arrangement.

ARTICLE II ARRANGEMENT AGREEMENT

Section 2.01 Arrangement Agreement. This Plan of Arrangement is made pursuant and subject to the provisions of the Arrangement Agreement.

Section 2.02 Binding Effect. This Plan of Arrangement and the Arrangement, upon the filing of the Articles of Arrangement and the issuance of the Certificate of Arrangement, will become effective and be binding on the Buyer, the Corporation, all Corporation Shareholders (including Dissenting Shareholders), the Depositary, the registrar and transfer agent of the Corporation and all other Persons, in each case, at and after the Effective Time, without any further act or formality required on the part of any Person.

ARTICLE III ARRANGEMENT

Section 3.01 Arrangement. Commencing at the Effective Time, each of the following events shall occur and shall be deemed to occur sequentially as set out below without any further authorization, act or formality, in each case, unless stated otherwise:

- (a) each outstanding Corporation Share held by a Dissenting Shareholder shall be deemed to have been transferred by the holder thereof to the Buyer free and clear of all Liens and each Dissenting Shareholder shall cease to have any rights as a Corporation Shareholder other than the right to be paid the fair value of their Corporation Shares by the Buyer in accordance with ARTICLE IV and the name of such holder shall be removed from the register of holders of Corporation Shares and the Buyer shall be recorded as the registered holder of the Corporation Shares so transferred and shall be deemed to be the legal and beneficial owner thereof, free and clear of any Liens; and
- (b) subject to the terms of the Side Letter Agreement, each Corporation Share outstanding immediately prior to the Effective Time (other than Corporation Shares held by Dissenting Shareholders) shall be transferred by the holders

thereof to the Buyer in exchange for the Consideration and the name of such holder shall be removed from the register of holders of Corporation Shares and added to the register of holders of Buyer Shares and the Buyer shall be recorded as the registered holder of the Corporation Shares so exchanged and shall be deemed to be the legal and beneficial owner thereof, free and clear of any Liens.

The exchanges and cancellations provided for in this Section Section 3.01 will be deemed to occur on the Effective Date, notwithstanding that certain of the procedures related thereto are not completed until after the Effective Date.

Section 3.02 No Fractional Buyer Shares. In no event shall any fractional Buyer Shares be issued under this Plan of Arrangement. Where the aggregate number of Buyer Shares to be issued to a Corporation Shareholder as consideration under this Plan of Arrangement would result in a fraction of a Buyer Share being issuable, then the number of Buyer Shares to be issued to such Corporation Shareholder shall be rounded down to the closest whole number and no former Corporation Shareholder will be entitled to compensation in respect of a fractional Corporation Share.

ARTICLE IV DISSENT RIGHTS

Section 4.01 Dissent Rights.

- (a) Registered holders of Corporation Shares may exercise rights of dissent with respect to their Corporation Shares pursuant to and in the manner set forth in Section 191 of the ABCA as modified by the Interim Order and this ARTICLE IV (the "**Dissent Rights**"), provided that, notwithstanding Subsection 190(5) of the ABCA, the written objection to the Arrangement Resolution referred to in Subsection 190(5) of the ABCA must be received by the Corporation at its registered office no later than 5:00 p.m. (Calgary Time) two Business Days immediately preceding the date of the Corporation Meeting (as it may be adjourned or postponed from time to time).
- (b) Dissenting Shareholders who duly exercise their Dissent Rights shall be deemed to have transferred the Corporation Shares held by them to the Buyer as provided in Section 3.01(a), and if they:
 - (i) are ultimately entitled to be paid fair value for such Corporation Shares, shall be entitled to be paid the fair value of such Corporation Shares by the Buyer, which fair value, notwithstanding anything to the contrary in Part XV of the ABCA, shall be determined as of the close of business on the day before the Arrangement Resolution was adopted and will not be entitled to any other payment or consideration, including any payment that would be payable under the Arrangement had such holders not exercised their Dissent Rights in respect of such Corporation Shares; or
 - (ii) are ultimately not entitled, for any reason, to be paid the fair value for such Corporation Shares, shall be deemed to have participated in the Arrangement on the same basis as Corporation Shareholders who have not exercised Dissent Rights in respect of such Corporation Shares and

shall be entitled to receive the Consideration to which Corporation Shareholders who have not exercised Dissent Rights are entitled under Section 3.01(b).

Section 4.02 Recognition of Dissenting Shareholders.

- (a) In no circumstances shall the Buyer, the Corporation or any other Person be required to recognize a Person exercising Dissent Rights unless such Person is the registered holder of those Corporation Shares in respect of which such Dissent Rights are sought to be exercised.
- (b) For greater certainty, in no case shall the Buyer, the Corporation, the Depository, the registrar and transfer agent in respect of the Corporation Shares or any other Person be required to recognize Dissenting Shareholders as holders of the Corporation Shares in respect of which Dissent Rights have been validly exercised after the completion of the transfers under Section 3.01(a) and the names of such Dissenting Shareholders shall be removed from the registers of holders of the Corporation Shares in respect of which Dissent Rights have been validly exercised at the same time as the event in Section 3.01(a) occurs.
- (c) In addition to any other restrictions under Section 191 of the ABCA, none of the Corporation Shareholders who vote or have instructed a proxyholder to vote such Corporation Shares in favour of the Arrangement Resolution shall be entitled to exercise Dissent Rights.

ARTICLE V DELIVERY OF SHARE CERTIFICATES

Section 5.01 Delivery of Share Certificates.

- (a) At or before the Effective Time, the Buyer shall deposit or cause to be deposited with the Depository, for the benefit of and to be held on behalf of Corporation Shareholders entitled to receive Buyer Shares pursuant to Section 3.01(b), certificates representing, or other evidence regarding the issuance of, the Consideration.
- (b) Upon surrender to the Depository for cancellation of a certificate which immediately prior to the Effective Time represented outstanding Corporation Shares, together with a duly completed and executed Letter of Transmittal and such additional documents and instruments as the Depository may reasonably require, the Depository shall deliver to the applicable Corporation Shareholder, as soon as practicable, the certificate(s) (except for certificate(s) issuable as per the terms of the Side Letter Agreement as part of the Deferred Consideration) representing, or other evidence of, the Buyer Shares that such Corporation Shareholder is entitled to receive under the Arrangement.
- (c) Without being contrary to any terms of this Plan of Arrangement, an illustrative example showing: (i) the aggregate Buyer Shares that Corporation Shareholders are entitled to receive on the Effective Date and (ii) the aggregate Buyer Shares released from escrow to certain Corporation

Shareholders as set forth in the Side Letter Agreement is set forth in Exhibit A hereto.

- (d) After the Effective Time and until surrendered for cancellation as contemplated by Section 5.01(b), each certificate which immediately prior to the Effective Time represented outstanding Corporation Shares shall be deemed at all times to represent only the right to receive upon surrender the Consideration as contemplated in Section 5.01(b). Any such certificate formerly representing outstanding Corporation Shares not duly surrendered on or before the sixth anniversary of the Effective Date shall cease to represent a claim by or interest of any former Corporation Shareholder of any kind or nature whatsoever against or in the Corporation or the Buyer and, on such date, the certificate shall be deemed to have been surrendered to the Buyer and will be cancelled.

Section 5.02 Lost Certificates. In the event any certificate which immediately prior to the Effective Time represented one or more outstanding Corporation Shares that were exchanged pursuant to Section 3.01(b) shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the Person claiming such certificate to be lost, stolen or destroyed, the Depositary will issue in exchange for such lost, stolen or destroyed certificate, the Consideration that such Person is entitled to receive pursuant to Section 3.01(b). When authorizing the delivery of such consideration in exchange for any lost, stolen or destroyed certificate, the Person to whom the consideration is being delivered shall, as a condition precedent to the delivery of such consideration, give a bond satisfactory to the Buyer and the Depositary in such sum as the Buyer may direct or otherwise indemnify the Buyer and the Depositary in a manner satisfactory to the Buyer and the Depositary against any claim that may be made against the Buyer or the Depositary with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 5.03 No Liens. Any exchange or transfer of securities pursuant to this Plan of Arrangement shall be free and clear of any Liens or other claims of third parties of any kind.

Section 5.04 Paramountcy. From and after the Effective Time:

- (a) this Plan of Arrangement shall take precedence and priority over any and all Corporation Shares issued and outstanding prior to the Effective Time;
- (b) the rights and obligations of the Corporation Shareholders, the Corporation and its Subsidiaries, the Buyer, the Depositary and any registrar or transfer agent or other depositary therefor in relation thereto shall be solely as provided for in this Plan of Arrangement; and
- (c) all actions, causes of action, claims or proceedings (actual or contingent and whether or not previously asserted) based on or in any way relating to any Corporation Shares shall be deemed to have been settled, compromised, released and determined without liability except as set forth in this Plan of Arrangement.

ARTICLE VI AMENDMENTS

Section 6.01 Amendments to Plan of Arrangement

- (a) The Buyer and the Corporation may amend, modify and/or supplement this Plan of Arrangement at any time and from time to time prior to the Effective Time; provided that, each such amendment, modification and/or supplement must be: (i) set out in writing; (ii) approved by the Buyer and the Corporation, each acting reasonably; (iii) filed with the Court and, if made following the Corporation Meeting, approved by the Court; and (iv) communicated to Corporation Shareholders and such other Persons if and as required by the Court.
- (b) Any amendment, modification or supplement to this Plan of Arrangement may be proposed by the Corporation or the Buyer at any time prior to the Corporation Meeting (provided that the Corporation or the Buyer, as applicable, shall have consented thereto in writing) with or without any other prior notice or communication and, if so proposed and accepted by the Persons voting at the Corporation Meeting (other than as may be required under the Interim Order), shall become part of this Plan of Arrangement for all purposes.
- (c) Any amendment, modification or supplement to this Plan of Arrangement that is approved or directed by the Court following the Corporation Meeting shall be effective only if: (i) it is consented to in writing by each of the Buyer and the Corporation (in each case, acting reasonably) and (ii) if required by the Court, it is consented to by some or all of the Corporation Shareholders voting in the manner directed by the Court.
- (d) Any amendment, modification or supplement to this Plan of Arrangement may be made following the granting of the Final Order without filing such amendment, modification or supplement with the Court or seeking Court approval; provided that: (i) it concerns a matter which, in the reasonable opinion of the Buyer and the Corporation, is of an administrative nature required to give effect to the implementation of this Plan of Arrangement and is not adverse to the interest of any Corporation Shareholder or (ii) is an amendment contemplated in Section Section 6.01(e).
- (e) Any amendment, modification or supplement to this Plan of Arrangement may be made following the Effective Date unilaterally by the Buyer; provided that, it concerns a matter which, in the reasonable opinion of the Buyer, is of an administrative nature required to better give effect to the implementation of this Plan of Arrangement.

ARTICLE VII FURTHER ASSURANCES

Section 7.01 Further Assurances. Notwithstanding that the transactions and events set out in this Plan of Arrangement shall occur and shall be deemed to occur in the order set out in this Plan of Arrangement without any further act or formality, each of the Parties shall make, do and execute, or cause to be made, done and executed, all such further acts,

deeds, agreements, transfers, assurances, instruments or documents as may reasonably be required by either of them in order to further document or evidence any of the transactions or events set out in this Plan of Arrangement.

EXHIBIT A**BUYER SHARE CERTIFICATES**

Aggregate Number of Buyer Shares Issuable on the Effective Date:	18,600,000 common shares
Aggregate Number of Buyer Shares Issuable to certain Corporation Shareholders as part of the Deferred Consideration:	5,400,000 common shares
Total Consideration:	24,000,000 common shares ¹

¹ Represents 32,000,000 issued and outstanding Corporation Shares exchanged for 0.75 Buyer Shares.

SCHEDULE "B"

FORM OF ARRANGEMENT RESOLUTION

BE IT RESOLVED THAT:

1. the arrangement (the "**Arrangement**") under Section 193 of the *Business Corporations Act* (Alberta) (the "**ABCA**") of Clean Go Green Go Inc. (the "**Corporation**"), as more particularly described and set forth in the management information circular (the "**Corporation Circular**") of the Corporation dated ●, 2020 accompanying the notice of this meeting and as it may be amended, modified or supplemented in accordance with the arrangement agreement dated November 20, 2020 between the Corporation and SoftLab9 Technologies Inc. (the "**Buyer**") (the "**Arrangement Agreement**") is hereby authorized, approved and adopted.
2. the plan of arrangement of the Corporation (the "**Plan of Arrangement**"), as it may be amended, modified or supplemented in accordance with its terms and the Arrangement Agreement, the full text of which is set out in Schedule "A" to the Corporation Circular, is hereby authorized, approved and adopted.
3. the (i) Arrangement Agreement and the transactions contemplated therein, (ii) actions of the directors of the Corporation in approving the Arrangement Agreement and (iii) actions of the directors and officers of the Corporation in executing and delivering the Arrangement Agreement and any amendments, modifications or supplements thereto, are hereby ratified and approved.
4. the Corporation is authorized to apply for a final order from the Court of Queen's Bench of Alberta in the City of Calgary, Alberta (the "**Court**") to approve the Arrangement on the terms set forth in the Arrangement Agreement and the Plan of Arrangement.
5. notwithstanding that this resolution has been passed by the holders of Class "A" Common Shares of the Corporation (the "**Corporation Shareholders**") or that the Arrangement has been approved by the Court, the directors of the Corporation are hereby authorized and empowered to, without further notice to or approval of the Corporation Shareholders: (i) amend, modify or supplement the Arrangement Agreement or the Plan of Arrangement, to the extent permitted thereby and (ii) subject to the terms of the Arrangement Agreement, not proceed with the Arrangement and related transactions.
6. any officer or director of the Corporation is hereby authorized and directed for and on behalf of the Corporation to execute and deliver for filing with the Registrar under the ABCA articles of arrangement and such other documents as are necessary or desirable to give effect to the Arrangement and the Plan of Arrangement in accordance with the Arrangement Agreement, such determination to be conclusively evidenced by the execution and delivery of such articles of arrangement and any other such documents.
7. any officer or director of the Corporation is hereby authorized and directed for and on behalf of the Corporation to execute, or cause to be executed, and to deliver, or cause to be delivered, all such other documents and instruments, and to perform, or cause to be performed, all such other acts and things as such person determines may be necessary or desirable to give full effect to the foregoing resolution and the matters authorized thereby, such determination to be conclusively evidenced by the

execution and delivery of such document or instrument or the doing of any such act or thing.

SCHEDULE "C"

FORM OF BUYER SHAREHOLDER RESOLUTION

"BE IT RESOLVED, as an ordinary resolution of the shareholders of Softlab9 Technologies Inc. ("the Company"), that:

1. the Company be authorized, empowered and directed to complete the transactions contemplated by the Arrangement Agreement, particularly the acquisition of Clean Go Green Go Inc., which will constitute a fundamental change and a change of business (the "Fundamental Change") for the Company under the policies of the Canadian Securities Exchange;
2. notwithstanding that this ordinary resolution has been duly passed by the shareholders of the Company, the directors of the Company are hereby authorized, at their discretion, to determine, at any time, to select an implementation date for the Fundamental Change, to proceed or not to proceed with the Fundamental Change and to postpone, abandon or otherwise refrain from implementing this resolution at any time prior to the implementation of the Fundamental Change without further approval of the shareholders, and in such case, this resolution approving the Fundamental Change shall be deemed to have been rescinded; and
3. any one director or any one officer of the Company is authorized and empowered, acting for, in the name of and on behalf of the Company, to execute or to cause to be executed, and to deliver and file or to cause to be delivered and filed all such documents and instruments, and to do or to cause to be done, all such acts and things as in the opinion of such director or officer of the Company may be necessary or desirable in order to carry out the intent of this resolution"

SCHEDULE "D"
SIDE LETTER AGREEMENT

SIDE LETTER AGREEMENT

REFERENCE IS MADE TO THE ARRANGEMENT AGREEMENT DATED NOVEMBER 20, 2020, BETWEEN SOFTLAB9 TECHNOLOGIES INC. (THE "BUYER") AND CLEAN GO GREEN GO INC. (THE "CORPORATION")

This Side Letter Agreement is made and entered into between the Buyer and the Corporation (collectively referred to as the "**Parties**") in connection with the arrangement agreement dated November 20, 2020 between the Parties (the "**AA**"). Capitalized terms not defined in this Side Letter Agreement will have the respective meanings assigned to those terms in the AA.

RECITALS:

- A. Pursuant to the AA, on the Effective Date, the Buyer will acquire 100% of the Corporation Shares for the Consideration and the Corporation will become a wholly-owned subsidiary of the Buyer.
- B. Pursuant to the terms of the AA, a portion of the Consideration shall be deferred (the "**Deferred Consideration**") for the benefit of certain shareholders of the Corporation (the "**Former Corporation Shareholders**") issuable after the Effective Date, as more particularly described in Exhibit A to this Side Letter Agreement.

NOW THEREFORE, in consideration of the recitals and mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. As of the Effective Date, the Buyer agrees to reserve for future issuance the Deferred Consideration for the benefit of the Former Corporation Shareholders, as more particularly described in Exhibit A to this Side Letter Agreement.
- 2. The Buyer Board agrees to authorize the issuance of the Deferred Consideration by providing an irrevocable direction for such issuance to the Depositary.
- 3. The Parties acknowledge that this Side Letter Agreement is for the sole benefit of the Former Corporation Shareholders and their respective heirs, executors, administrators, successors, and assigns.
- 4. Nothing in this Side Letter Agreement will require the Buyer to issue Deferred Consideration other than in accordance with all applicable Law.
- 5. The Parties agree that irreparable damage would occur if any provision of this Side Letter Agreement were not performed in accordance with the terms hereof and that the Parties and the Former Corporation Shareholders shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.
- 6. This Side Letter Agreement and the AA constitute the sole and entire agreement of the Parties with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.
- 7. This Side Letter Agreement shall be governed by and will be construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

IN WITNESS WHEREOF, the Parties have executed this Side Letter Agreement as of the same date as the Arrangement Agreement.

SOFTLAB9 TECHNOLOGIES INC.

CLEAN GO GREEN GO INC.

Per: (signed) *Rahim Mohamed*
Rahim Mohamed
Chief Executive Officer

Per: (signed) *Anthony Sarvucci*
Anthony Sarvucci
Chief Executive Officer

EXHIBIT A

In addition to the Buyer Shares to be issued to Corporation Shareholders on the Effective Date pursuant to the AA, the Former Corporation Shareholders will be entitled to receive the following Buyer Shares as part of the Deferred Consideration, without any further action or consideration of such Former Corporation Shareholders:

Name of the Former Corporation Shareholder	Number of Corporation Shares held prior to the Effective Date	Number of Buyer Shares issuable on to the Effective Time¹
██████████	3,200,000 Class "A" Common Shares	2,400,000 Common Shares
██████████	3,200,000 Class "A" Common Shares	2,400,000 Common Shares
██████████	3,200,000 Class "A" Common Shares	2,400,000 Common Shares
Total	9,600,000 Class "A" Common Shares	7,200,000 Common Shares

¹ **Escrow Release Schedule:**

- (a) 25% shall be released on the Effective Date;
- (b) another 25% shall be released on the first anniversary from the Effective Date;
- (c) another 25% shall be released on the second anniversary from the Effective Date; and
- (d) the final 25% shall be released on the third anniversary from the Effective Date.