

Share Exchange Agreement

By and Among

Davita Capital Inc.

Draft Label Technologies Inc.

And

The Shareholders of Draft Label Technologies Inc.

Share Exchange Agreement

THIS SHARE EXCHANGE AGREEMENT (the "**Agreement**") is entered into as of Sept. 17, 2015 by and among Davita Capital Inc., a British Columbia corporation (the "**Purchaser**"), Draft Label Technologies Inc. ("**DLT**") and the shareholders of all of the issued and outstanding shares in the capital of DLT (the "**Target Shareholders**") and replaces and supersedes the binding letter of intent signed June 15, 2015 by and among the Purchaser, DLT and the Target Shareholders.

Recitals

Whereas

- A. The boards of directors of the Purchaser and DLT have determined that it is in the best interests of the companies and their respective shareholders to consummate the acquisition of DLT by the Purchaser by way of a share exchange (the "**Acquisition**"), with DLT becoming a wholly-owned subsidiary of the Purchaser; and,
- B. Following completion of the Acquisition, the parties hereto intend that the Purchaser will change its name to "Fantasy 6 Gaming Inc." and apply to become a publicly listed company on the Canadian Securities Exchange (the "**Exchange**") through the completion of a prospectus.

Agreement

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements herein contained and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

Article 1 Definitions and Interpretation

1.1 Definitions.

For the purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following words and phrases shall have the following meanings:

- (a) "**\$0.05 Financing**" has the meaning given to it in section 2.3.
- (b) "**Acquisition**" means the acquisition by the Purchaser of 100% of the issued and outstanding share capital of DLT;
- (c) "**Affiliate**" has the meaning specified in the BCBCA;
- (d) "**Agreement**" means this share exchange agreement, as the same may be amended, supplemented or otherwise modified from time to time in accordance with the terms hereof;
- (e) "**BCBCA**" means the *Business Corporations Act* (British Columbia);
- (f) "**Board**" has the meaning given to it in Section 2.6;

- (g) "**Business**" means the creation, operation and further technological development of online fantasy sports betting.
- (h) "**Business Day**" means any day, other than a Saturday, Sunday or statutory holiday in Vancouver, British Columbia, Canada;
- (i) "**Claims**" means any suit, action, dispute, civil or criminal litigation, claim, arbitration or legal, administrative or other proceeding or governmental investigation, including appeals and applications for review;
- (j) "**Closing**" means the completion of the Acquisition;
- (k) "**Closing Date**" means the date of Closing as set out in Article 12 herein;
- (l) "**Closing Notice**" means the notice of the Closing Date as set out in Article 12 herein;
- (m) "**Conversion Option**" has the meaning set out in section 2.3.
- (n) "**Disclosure Exceptions**" means the exceptions to the representations and warranties of each Party, as stated in Article 3, Article 4 and Article 5, such Disclosure Exceptions to be provided in writing as contemplated by Section 6.1;
- (o) "**DLT**" means Draft Label Technologies Inc., a company incorporated under the laws of British Columbia, Canada;
- (p) "**DLT Assets**" means the property and assets of DLT as a going concern, of every kind and description and wheresoever situated;
- (q) "**DLT Information**" has the meaning given to the term in Section 9.1(c);
- (r) "**DLT Shares**" means the common shares in the capital of DLT;
- (s) "**Exchange**" means the Canadian Securities Exchange;
- (t) "**Financings**" has the meaning given to it in Section 2.3;
- (u) "**First Financings**" has the meaning given to it in Section 2.3;
- (v) "**Governmental Entity**" means any government, parliament, legislature, regulatory authority, governmental department, agency, commission, board, tribunal, crown corporation, court or other law, rule or regulation-making entity having jurisdiction or exercising executive, legislative, judicial, regulatory or administrative powers on behalf of any federation or nation, or any province, territory, state or other subdivision thereof or any municipality, district or other subdivision thereof;
- (w) "**Indemnified Party**" has the meaning given to the term in Section 10.1;
- (x) "**Indemnifying Party**" has the meaning given to the term in Section 10.1;
- (y) "**Initial Payment**" has the meaning give to the term in Section 2.3;

- (z) "**Intellectual Property**" means all (i) trademarks, service marks, trade names and other indications of origin including all goodwill associated with all of the foregoing, and all applications, registrations and renewals in connection with all of the foregoing, in any jurisdiction; (ii) inventions, discoveries and ideas (whether patentable or unpatentable and whether or not reduced to practice), and all patents, applications for patents; (iii) trade secrets, know-how, confidential information, and other proprietary rights and information; (iv) copyrights and works of authorship, whether copyrightable or not, and all applications, registrations and renewals in connection therewith, in any jurisdiction; (v) Internet domain names; (vi) computer technology, equipment, devices, systems, hardware, software and databases; and (vii) other similar intellectual property or proprietary rights;
- (aa) "**Laws**" means all statutes, codes, ordinance, regulations, statutory rules, published policies, published guidelines and terms and conditions of any grant of approval, permission, authority or license of any Governmental Entity, and the term "applicable" with respect to such Laws, and in the context that refers to one or more Persons, means that such Laws apply to such Person or Persons or its or their business, undertaking, property or securities and emanate from a Governmental Entity having jurisdiction over the Person or Persons or its or their business, undertaking, property or securities (all references herein to a specific statute being deemed to include all applicable rules, regulations, rulings, orders and forms made or promulgated under such statute and the published policies and published guidelines of the Governmental Entity administering such statute) and shall include the published rules and policies of the Exchange;
- (bb) "**Lien**" means any mortgage, charge, pledge, hypothecation, security interest, assignment, lien (statutory or otherwise), charge, title retention agreement or arrangement, restrictive covenant or other encumbrance of any nature or any other arrangement or condition, which, in substance, secures payment, or performance of an obligation;
- (cc) "**Listing Date**" means the date upon which common shares of the Purchaser are listed on the Canadian Securities Exchange;
- (dd) "**Loan Option**" has the meaning set out in Section 2.3;
- (ee) "**Material Adverse Effect**" means, when used in connection with the Purchaser or DLT, as applicable, any event, condition or change which individually or in the aggregate constitutes, or could reasonably be expected to have, a material adverse effect on their respective business assets, liabilities, condition (financial or otherwise) or results of operations taken as a whole on a consolidated basis; provided, however, that the determination of whether a material adverse effect has occurred shall be made ignoring any event, change, fact or effect resulting from: (i) any change in generally accepted accounting principles in Canada as in effect from time to time, consistently applied or Laws or interpretation thereof; (ii) any generally applicable change or development in economic, regulatory, business or financial market conditions; (iii) any acts of terrorism or war; (iv) the execution or announcement of this Agreement; (v) in respect of the Purchaser, any breach of this Agreement by DLT or the Shareholders; and (vi) in respect of DLT, any breach of this Agreement by the Purchaser;

- (ff) "**Material Contracts**" means all contracts or other obligations or rights, including all amendments, modifications and supplements thereto, to which a Party is a party or by which any of their respective properties or assets are bound that are material to the business, properties or assets of a Party, taken as a whole;
- (gg) "**Material Fact**" has the meaning ascribed thereto in the Securities Act;
- (hh) "**Misrepresentation**" has the meaning ascribed thereto in the Securities Act;
- (ii) "**Party**" means a party to this Agreement and "Parties" means all parties to this Agreement;
- (jj) "**Permitted Liens**" means Liens for current Taxes or other governmental charges not yet due and payable or delinquent, the amount or validity of which is being contested in good faith by appropriate proceedings or which may thereafter be paid without penalty or such imperfections of title, easements, encumbrances and mortgages or other Liens, if any, as are not material (alone or in the aggregate) in character, amount or extent and do not materially detract from the value, or materially interfere with the present use, of any property subject thereto or affected thereby;
- (kk) "**Person**" means and includes an individual, firm, sole proprietorship, partnership, joint venture, venture capital or hedge fund, association, unincorporated association, unincorporated syndicate, unincorporated organization, estate, group, trust, body corporate (including a limited liability company and an unlimited liability company), a trustee, executor, administrator or other legal representative, Governmental Entity, syndicate or other entity, whether or not having legal status;
- (ll) "**Purchase Price**" means 25,200,000 Purchaser Shares;
- (mm) "**Purchaser**" means Davita Capital Inc., a British Columbia company;
- (nn) "**Purchaser Assets**" means the property and assets of the Purchaser as a going concern, of every kind and description and wheresoever situated;
- (oo) "**Purchaser Information**" has the meaning given to the term in Section 7.1(k);
- (pp) "**Purchaser Shares**" means the common shares in the capital of the Purchaser;
- (qq) "**Restrictions**" has the meaning given to it in Section 2.6;
- (rr) "**Reporting Issuer**" means a company that is a reporting issuer in British Columbia and Alberta;
- (ss) "**Second Financings**" has the meaning given to it in Section 2.3;
- (tt) "**Securities Act**" means the *Securities Act* (British Columbia) and all Instruments, Blanket Rulings, Policy Statements, Orders, Rules and Notices of the British Columbia Securities Commission;
- (uu) "**Securities Authorities**" means the Exchange and any applicable securities

commissions or similar regulatory authorities in Canada and each of the provinces and territories thereof;

- (vv) **"Target Shareholders"** means the shareholders of DLT as set out in Schedule "A".
- (ww) **"Taxes"** means all present and future taxes, levies, imposts, duties, deductions, withholdings, assessments, fees or other charges imposed by any Governmental Entity in the nature of a tax, including any interest, additions to tax and penalties applicable thereto;
- (xx) **"Third Financing"** has the meaning given to it in Section 2.3.

1.2 Interpretation.

For the purposes of this Agreement, except as otherwise expressly provided:

- (a) a reference to an Article, Section or Schedule is a reference to an Article, Section or Schedule of this Agreement;
- (b) the words "herein", "hereof", "hereunder", "hereinabove" and "hereinbelow" and other words of similar import refer to this Agreement as a whole and not to any particular Article, section or other subdivision of this Agreement;
- (c) the word "including", when following any general statement or term, is not to be construed as limiting the general statement or term to the specific items or matters set forth or to similar items or matters, but rather as permitting the general statement or term to refer to all other items or matters that could reasonably fall within its broadest possible scope;
- (d) in the event that any date on which any action is required to be taken hereunder by any of the Parties is not a Business Day, such action shall be required to be taken on the next succeeding day which is a Business Day;
- (e) a reference to a statute includes all regulations made thereunder, all amendments to the statute or regulation in force from time to time, and every statute or regulation that supplements or supersedes such statute or regulation;
- (f) words importing the masculine gender include the feminine or neuter, words in the singular include the plural, a word importing a corporate entity includes an individual, and vice versa; and,
- (g) all dollar amounts, unless otherwise specified, are in Canadian dollars.

1.3 Schedules.

The following schedules are attached to and incorporated into this Agreement by reference and deemed to be part of this Agreement:

Schedule "A" – DLT Target Shareholders

Schedule "B" – Required Document Disclosure and Productions

Article 2 Share Exchange

2.1 Purchase and Sale.

Subject to the terms and conditions hereof and based upon the mutual representations, warranties, terms and conditions herein contained and the prior satisfaction or waiver of the conditions precedent, which are set forth in Article 11, the Target Shareholders agrees to assign, sell and transfer to the Purchaser on the Closing Date of all of their right, title and interest in and to their DLT Shares described in Schedule "A" and the Purchaser agrees to purchase all of the DLT Shares from the Target Shareholders.

2.2 Purchase Consideration.

The purchase price for the DLT Shares will be paid by the Purchaser on the Closing Date by the issuance to the Target Shareholders an aggregate of 25,200,000 fully-paid and non-assessable Purchaser Shares on a pro rata basis.

2.3 Financings.

Prior to entering this Agreement the Purchaser raised \$347,000 ("**First Financings**") including:

- (a) a financing of \$300,000 for units of the Purchaser at a price of \$0.05 per unit, each unit comprised of one common share of the Purchaser and one-half of one transferable common share purchase warrant exercisable into one common share of the Purchaser at \$0.10 per common share for a period of 24 months (the "**\$0.05 Financing**").

The following private placements will be completed on or before the Closing of this Agreement (the "**Second Financings**"):

- (b) a financing of between \$500,000 and \$520,000 for units of the Purchaser at a price of \$0.10 per unit, each unit comprised of one common share of the Purchaser and one-half of one transferable common share purchase warrant exercisable into one common share of the Purchaser at \$0.20 per common share for a period of 24 months;

The following private placement will be completed after the closing of this Agreement (the "**Third Financing**") (the \$0.05 Financing, the Second Financings and the Third Financing, together the "**Financings**"):

- (c) a financing of \$150,000 for units of the Purchaser at a price of \$0.25 per unit, each unit comprised of one common share of the Purchaser and one-half of one transferable common share purchase warrant exercisable into one common share of the Purchaser at \$0.50 per common share for a period of 24 months;
- (d) All proceeds from the Financings will be remain in trust at Bacchus Law Corporation with the exception of:
 - i. \$700,000 to be released to DLT on closing of this Agreement (the "**Initial Payment**");

- ii. legal, accounting, and other costs relating to completing the application for listing of the Purchaser on the Exchange; and
 - iii. any disbursement jointly agreed to by Sheri Rempel and DLT.
- (e) In the event that the Purchaser does not get listed on the exchange by November 30, 2015 the Purchaser, at its sole discretion, will have the option to terminate this Agreement and treat the Initial Payment of \$700,000 as a loan (the “**Loan Option**”) OR convert to common shares of DLT (the “**Conversion Option**”). If the Conversion Option is exercised, the valuation for such common shares will be based on a deemed combined valuation of DLT and PDL USA Inc. at \$2,500,000.
- (f) Subject to any restrictions in stock exchange policies, all proceeds raised by the Financings will be used to fund further development and marketing of the Business and to fund any regulatory, accounting, legal and other costs associated with listing the Purchaser on the Exchange. 15% of the proceeds raised from all past, present and future financing activity will be used for expenses for investor relations, with the exception of proceeds from the exercise of options and warrants, from which 20% of all proceeds will go to expenses for investor relations.

2.4 Surrender of Share Certificates.

The Target Shareholders, prior to Closing, shall surrender the certificate or certificates representing the DLT Shares held by the Target Shareholders to management of DLT. DLT shall provide to the Purchaser a share certificate of DLT in the name of the Purchaser, representing all issued and outstanding shares of DLT, which share certificates will be held in escrow at Bacchus Law Corporation until Closing. The Purchaser will then provide share certificates of the Purchaser in the names of the Target Shareholders and in the amounts set out in the attached Schedule “A”.

2.5 Board of Directors, Officers, Compensation.

- (a) Composition of Board and Voting Trust: Upon Closing, the board of directors of the Purchaser will be composed of Sheri Rempel (or assignee of the Purchaser), Shafin Tejani, Tom Mayenknecht, and Peter Smyrniotis. Sheri Rempel (or assignee of the Purchaser) shall be the chairman of the board of directors. All of the Target Shareholders agree to enter into a voting trust in which each of the Target Shareholders will cause Sheri Rempel (or assignee of the Purchaser) and Shafin Tejani (or assignee) to remain on the board of directors for a period of no less than three years, and Sheri Rempel (or assignee of the Purchaser) to remain as chairman of the board of directors for a period of no less than two years.
- (b) Casting Vote: If any vote among the board of directors is tied, the chairman of the board of directors shall have the deciding vote.

- (c) Warrant Certificates: The authorization for all warrants issued must be signed by two directors, with one of those directors being Sheri Rempel (or an assignee of the Purchaser).
- (d) Compensation Share Restrictions: Any warrants or stock options paid out as compensation to any officer, director, or employee will be subject to the following vesting schedule, in addition to any restrictions imposed by securities law, as applicable:

Vesting Date	Proportion of Vested Shares
6 months after issuance	15%
8 months after issuance	35%
12 months after issuance	The remainder

2.6 Purchaser Shares.

The Target Shareholders acknowledge and agree that the Purchase Shares will be subject to stock restrictions (the “**Restrictions**”) as set out in the following vesting schedule.

Vesting Date	Proportion of Vested Shares
12 months after the Listing Date	40% of the Purchase Shares
18 months after the Listing Date	15% of the Purchase Shares
24 months after the Listing Date	15% of the Purchase Shares
30 months after the Listing Date	15% of the Purchase Shares
36 months after the Listing Date	The remainder of the Purchase Shares

All of the Target Shareholders, who are not insiders, will be subject to the following vesting schedule:

Vesting Date	Proportion of Vested Shares
12 months after the Listing Date	100% of the Purchase Shares

- (a) The Target Shareholders acknowledge that the certificates representing the Purchaser Shares will be stamped with the following legend (or substantially equivalent language) restricting transfer in the following manner:

“THE SHARES REPRESENTED BY THIS CERTIFICATE ARE

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

- (b) The Target Shareholders acknowledge and agree that during the terms of the Restrictions, before any Shareholder may sell any vested Purchaser Shares, such Shareholder shall first offer the shares to be sold to the board of directors (or the board of directors of the Resulting Issuer, as applicable) (the “**Board**”) on the same terms and conditions as are offered to any third party. The Board shall have 60 days during which to accept said offer, or to find a purchaser in good faith to purchase the offered shares. If the Board or a purchaser chosen by the Board does not accept said offer within 60 days, the Shareholder shall be free to accept a third-party offer.

Article 3

Representations and Warranties of the Purchaser

3.1 Representations and Warranties of the Purchaser.

The Purchaser hereby represents and warrants to DLT and the Target Shareholders as follows and acknowledges that DLT and the Target Shareholders are relying on such representations and warranties in connection with the transactions contemplated hereby:

- (a) **Incorporation, Organization and Authority of the Purchaser.** The Purchaser is a corporation duly incorporated, organized and validly subsisting and, with respect to the filing of annual reports, in good standing under the laws of the Province of British Columbia, and has all the requisite corporate capacity and authority to enter into this Agreement and to perform its obligations hereunder and to carry on its business and to own, lease and operate the Purchaser Assets.
- (b) **Necessary Proceedings.** All necessary and required corporate measures, proceedings and actions of the directors and shareholders of the Purchaser have been taken to authorize and enable the Purchaser to enter into and deliver this Agreement and to perform its obligations hereunder and thereunder and to issue each of the Purchaser Shares issuable in connection with the Acquisition.
- (c) **Valid and Binding Obligation.** This Agreement has been duly executed and delivered by the Purchaser and constitutes, or when duly executed and delivered will constitute, legal, valid and binding obligations of the Purchaser, enforceable against it in accordance with their respective terms subject only to: (i) any limitation under applicable Laws relating to bankruptcy, insolvency, moratorium, reorganization and other similar Laws relating to or affecting the enforcement of creditors' rights generally; and (ii) the fact that equitable remedies, including the remedies of specific performance and injunction, may only be granted in the discretion of a

court.

(d) **Share Capital of the Purchaser.** The authorized capital of the Purchaser consists of an unlimited number of Purchaser Shares without par value and without special rights or restrictions attached. As of the date of this Agreement there are 10,625,000 Purchaser Shares, including units issued pursuant to the First Financings, and no preferred shares issued and outstanding, all of which are fully paid and non-assessable.

(e) **Title to Purchaser Assets.** Other than the Permitted Liens or as disclosed in writing to DLT, the Purchaser has good and marketable title to the Purchaser Assets free and clear of any actual, pending or, to the knowledge or belief of the Purchaser, threatened Claims, Liens or set-offs whatsoever, including without limitation any action, proceeding or investigation affecting title to the Purchaser Assets, at law or in equity, before any court, administrative agency or Governmental Entity, to all of the Purchaser Assets and to any properties, except those sold in the ordinary course of business during such period, save and except in any case which would not have a Material Adverse Effect. The Purchaser has not granted or entered into any agreement, option, understanding or commitment or any encumbrance of or disposal of the Purchaser Assets or an interest therein or any right or privilege capable of becoming an agreement or option with respect to the Purchaser Assets and will not do so prior to the Closing Date, save and except in any case which would not have a Material Adverse Effect.

(f) **Reporting Issuer.** The Purchaser is not a reporting issuer. The Purchaser is in compliance and up to date with all filings under applicable corporate and securities rules and regulations.

(g) **Business of the Purchaser.** The Purchaser has conducted and is conducting its business in all material respects in full compliance with all applicable Laws, rules and regulations of each jurisdiction in which its business is carried on and holds all necessary licenses, permits, approvals, consents, certificates, registrations and authorizations, whether governmental, regulatory or otherwise, to enable its business to be carried on as it is currently conducted and its property and assets to be owned, leased and operated, and the same are validly existing and in good standing and none of such licenses, permits, approvals, consents, certificates, registrations and authorizations contains any burdensome term, provision, condition or limitation, save and except in any case which would not have a Materially Adverse Effect.

(h) **Indebtedness.** The Purchaser has no bonds, debentures, mortgages, promissory notes or other indebtedness maturing more than one year after the date of their original creation or issuance, and the Purchaser is not under any obligation to create or issue any bonds, debentures, mortgages, promissory notes or other indebtedness maturing more than one year after the date of their original creation or issuance.

(i) **Guarantees.** The Purchaser is not a party to, or bound by, any agreement of guarantee, indemnification, assumption or endorsement or any like commitment of the obligations, liabilities (contingent or otherwise) or indebtedness of any other Person.

(j) **Tax Matters.** The Purchaser is not in arrears or in default in respect of the filing of any required federal, provincial or municipal tax or other tax return; and (i) all taxes, filing fees and other assessments due and payable or collectible from the Purchaser shall have been paid or collected prior to the Closing Date, (ii) no claim for additional taxes, filing fees or other amounts and assessments due and payable or collectible from the Purchaser has been made which has not been collected, and (iii) to the best of the knowledge of the Purchaser, no such return

contains any misstatement or conceals any statement that should have been included therein.

(k) **Absence of Other Agreements.** The Purchaser: (i) is not a party to any Material Contract; (ii) is not a party to, nor operates any bonus, pension, profit sharing, deferred compensation, retirement, hospitalization insurance, medical insurance or similar plan or practice, formal and informal, in effect with respect to any employees of the Purchaser; (iii) is not bound by any agreement whether written or oral with any employee of the Purchaser providing for a specified period of notice of termination nor providing for any fixed term of employment; and has now and as of the Closing Date will have no employees who cannot be dismissed upon such notice as applicable Law may permit; (iv) is not bound by any outstanding contract or commitment which requires prior approval of any change of control of the Purchaser; and (v) is not bound by any outstanding contract or commitment except those entered into in the ordinary course of business and is not in default under any Material Contract by which it is bound or under which it is entitled to the benefits of and advantages thereof, save and except in any case which would not have a Material Adverse Effect.

(l) **Good Standing of Agreements.** The Purchaser is not in default or breach of any of its obligations under any one or more contracts, agreements (written or oral), commitments, indentures or other instruments to which it is a party or by which it is bound save and except in any case which would not have a Material Adverse Effect and there exists no state of facts which, to the best of the knowledge of the Purchaser, after notice or lapse of time or both, would constitute such a default or breach. All such contracts, agreements, commitments, indentures and other instruments have been duly authorized, executed and delivered and are now in good standing and in full force and effect without amendment thereto, the Purchaser is entitled to all benefits thereunder and, to the best of the knowledge of the Purchaser, the other Parties to such contracts, agreements, commitments, indentures and other instruments are not in default or breach of any of their obligations thereunder save and except in any case which would not have a Material Adverse Effect.

(m) **The Purchaser's Corporate Records.** The corporate records and minute books of the Purchaser contain substantially complete and accurate minutes of all meetings of the directors and shareholders of the Purchaser held since its incorporation, and signed copies of all resolutions and articles duly passed or confirmed by the directors or shareholders of the Purchaser other than at a meeting, all such meetings having been duly called and held. The share certificate books, register of security holders, register of transfers and register of directors and any similar corporate records of the Purchaser are complete and accurate. All exigible security transfer tax or similar tax payable in connection with the transfer of any securities of the Purchaser has been paid.

(n) **No Breach Caused by this Agreement.** The execution, delivery and performance by the Purchaser of its obligations under this Agreement and the consummation of the transactions contemplated hereby do not and will not (i) contravene, conflict with or result in a violation or breach of any provision of any applicable Laws or any license, approval, consent or authorization held by the Purchaser, (ii) require any notice or consent or other action by any Person, contravene, conflict with, violate, breach or constitute a default or an event that, with or without notice or lapse of time or both, would 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 Purchaser is entitled under, or give rise to any rights of first refusal or trigger any change in control provisions or any restriction under, any provision of any Material Contract or other instrument binding upon the Purchaser or affecting any of its assets, or (iii) result in the creation or imposition of any Lien on any asset of the Purchaser, with such

exceptions, in the case of each of clauses (ii) and (iii), as do not have or would not have, or be reasonably expected to have, individually or in the aggregate, a Material Adverse Effect. The Purchaser has complied with all licenses, franchises, leases, permits, approvals and agreements to which the Purchaser is a party or by which the Purchaser is bound, the breach of which would reasonably have a Material Adverse Effect on the Purchaser.

(o) **Litigation.** There are no Claims, demands, disputes, actions, suits, proceedings or investigations pending or threatened against or, directly or indirectly, affecting the Purchaser (including without limitation, restraining or preventing the Purchaser from issuing the Purchaser Shares in accordance with this Agreement), at law or in equity or before or by any federal, provincial, municipal or other local court or Governmental Entity, domestic or foreign, nor is the Purchaser subject to any presently effective adverse order, writ, injunction or decree of any such body.

(p) **No Brokers.** The Purchaser has not entered into any agreement which would entitle any Person to any valid claim against the Purchaser, the Target Shareholders or DLT for a broker's commission, finder's fee or any like payment in respect of any matters contemplated by this Agreement.

(q) **Dividends.** The Purchaser has not, directly or indirectly, declared or paid any dividend or declared or made any other distribution on any of its Purchaser Shares or securities or, directly or indirectly, redeemed, purchased or otherwise acquired any of its Purchaser Shares or securities or agreed to do any of the foregoing.

(r) **Approvals.** No approval of, registration, declaration or filing by the Purchaser with any federal, provincial, municipal or local court or Governmental Entity is necessary to authorize the execution and delivery of this Agreement, or any and all of the documents and instruments to be delivered under this Agreement, by the Purchaser or the consummation by the Purchaser of the transactions contemplated herein, other than compliance with the Securities Act and the approval of the Exchange.

(s) **Compliance with Laws.** The Purchaser is not in violation of any federal, provincial, municipal or other Law, regulation or order of any Government Entity, domestic or foreign, save and except in any case which would not have a Material Adverse Effect on the Purchaser.

(t) **Knowledge of the Purchaser.** The Purchaser does not have any information or knowledge of any material facts relating to the business of the Purchaser that, if known to DLT or the Target Shareholders, might reasonably be expected to deter DLT or the Target Shareholders from completing the purchase and sale contemplated herein, or the consummation by DLT or by the Target Shareholders of the other transactions contemplated herein.

(u) **Shareholders' Agreements, etc.** There are no shareholders' agreements, pooling agreements, voting trusts or other similar agreements with respect to the ownership or voting of any of the Purchaser Shares.

(v) **No Bankruptcy.** No proceedings have been taken, are pending or authorized by the Purchaser or by any other person in respect of the bankruptcy, insolvency, liquidation or winding up of the Purchaser.

(w) **Share Issuance.** On the Closing Date, the Purchaser Shares to be issued by the

Purchaser to the Target Shareholders pursuant to this Agreement will be duly authorized and validly allotted and issued as fully paid and non-assessable Purchaser Shares.

(x) **Omissions and Misrepresentations.** None of the foregoing representations, warranties and statements of fact contains any untrue statement of material fact or omits to state any material fact necessary to make any such statement, warranty or representation not misleading to DLT and the Target Shareholders in seeking full information as to the Purchaser and its properties, business and affairs.

(y) **Reliance.** The foregoing representations and warranties are made by the Purchaser with the knowledge and expectation that DLT and the Target Shareholders are placing complete reliance thereon. Such reliance shall not be affected by any investigation or examination conducted by DLT or the Target Shareholders or their representatives before or after the date of this Agreement.

Article 4 Representations and Warranties of DLT

4.1 Representations and Warranties relating to DLT.

DLT hereby represents and warrants to the Purchaser as follows and acknowledges that the Purchaser is relying on such representations and warranties in connection with the transactions contemplated hereby:

(a) **Incorporation, Organization and Authority of DLT.** DLT is a corporation duly incorporated, organized and validly subsisting and in good standing under the laws of British Columbia, Canada, and has all the requisite corporate capacity and authority to enter into this Agreement and to perform its obligations hereunder and to carry on its business and to own, lease and operate the DLT Assets.

(b) **Corporate Measures.** All necessary or required corporate measures, proceedings and actions of the directors and shareholders of DLT have been taken to authorize and enable DLT to enter into and deliver this Agreement and to perform its obligations hereunder and thereunder.

(c) **Valid and Binding Obligation.** This Agreement has been duly executed and delivered by DLT and constitutes, or when duly executed and delivered will constitute, legal, valid and binding obligations of DLT, enforceable against it in accordance with their respective terms subject only to: (i) any limitation under applicable Laws relating to bankruptcy, insolvency, moratorium, reorganization and other similar laws relating to or affecting the enforcement of creditors' rights generally; and (ii) the fact that equitable remedies, including the remedies of specific performance and injunction, may only be granted in the discretion of a court.

(d) **Share Capital of DLT.** The authorized capital of DLT is unlimited common shares without par value and no preferred shares. As of the date of this Agreement there are, and immediately prior to the Closing Date there will be, 2,965 DLT Shares and no preferred shares issued and outstanding, all of which are fully paid and non-assessable. DLT is 100% owned by the Target Shareholders. DLT has no issued or outstanding share purchase options or warrants. There is no other agreement, obligation (contractual or otherwise), right or option, existing or pending pursuant to which DLT is or might be required to issue any further DLT Shares or other securities of its capital. Other than the DLT Shares, there are no other securities of DLT issued

or outstanding.

(e) **Title to DLT Assets.** Other than the Permitted Liens, DLT has good and marketable title to the DLT Assets free and clear of any actual, pending or, to the knowledge or belief of DLT, threatened Claims, Liens or set-offs whatsoever, including without limitation any action, proceeding or investigation affecting title to the DLT Assets, at law or in equity, before any court, administrative agency or Governmental Entity, to all of the DLT Assets and to any properties, except those sold in the ordinary course of business during such period, save and except in any case which would not have a Material Adverse Effect. DLT has not granted or entered into any agreement, option, understanding or commitment or any encumbrance of or disposal of the DLT Assets or an interest therein or any right or privilege capable of becoming an agreement or option with respect to the DLT Assets and will not do so prior to the Closing Date, save and except in any case which would not have a Material Adverse Effect.

(f) **Pre-emptive Rights.** No Person has any agreement or option or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option for the purchase, subscription or issuance from treasury of any DLT Shares or other securities of DLT or securities convertible into, exchangeable for, or which carry the right to purchase DLT Shares or other securities of DLT, in preference of other Persons.

(g) **Business of DLT.** DLT has conducted and is conducting its business in all material respects in full compliance with all applicable Laws, rules and regulations of each jurisdiction in which its business is carried on and holds all necessary licenses, permits, approvals, consents, certificates, registrations and authorizations, whether governmental, regulatory or otherwise, to enable its business to be carried on as it is currently conducted and its property and assets to be owned, leased and operated, and the same are validly existing and in good standing and none of such licenses, permits, approvals, consents, certificates, registrations and authorizations contains any burdensome term, provision, condition or limitation, save and except in any case which would not have a Materially Adverse Effect.

(h) **Indebtedness.** DLT has no bonds, debentures, mortgages, promissory notes or other indebtedness maturing more than one year after the date of their original creation or issuance, and DLT is not under any obligation to create or issue any bonds, debentures, mortgages, promissory notes or other indebtedness maturing more than one year after the date of their original creation or issuance.

(i) **Guarantees.** DLT is not a party to, or bound by, any agreement of guarantee, indemnification, assumption or endorsement or any like commitment of the obligations, liabilities (contingent or otherwise) or indebtedness of any other Person.

(j) **Tax Matters.** DLT is not in arrears or in default in respect of the filing of any required federal, provincial or municipal tax or other tax return; and (i) all taxes, filing fees and other assessments due and payable or collectible from DLT shall have been paid or collected prior to the Closing Date, (ii) no claim for additional taxes, filing fees or other amounts and assessments due and payable or collectible from DLT has been made or threatened which has not been collected, and (iii) to the best of the knowledge of DLT, no such return contains any misstatement or conceals any statement that should have been included therein.

(k) **Absence of Other Agreements.** DLT is not: (i) a party to any Material Contract; (ii) a party to, or operates any bonus, pension, profit sharing, deferred compensation, retirement, hospitalization insurance, medical insurance or similar plan or practice, formal and informal, in

effect with respect to any employees of DLT; (iii) bound by any agreement whether written or oral with any employee of DLT providing for a specified period of notice of termination nor providing for any fixed term of employment; and has now and as of the Closing Date will have no employees who cannot be dismissed upon such notice as applicable Law may permit; (iv) bound by any outstanding contract or commitment which requires prior approval of any change of control of DLT; or (v) bound by any outstanding contract or commitment except those entered into in the ordinary course of business and is not in default under any material contract by which it is bound or under which it is entitled to the benefits of and advantages thereof, save and except in any case which would not have a Material Adverse Effect.

(l) **Good Standing of Agreements.** DLT is not in default or breach of any of its obligations under any one or more contracts, agreements (written or oral), commitments, indentures or other instruments to which it is a party or by which it is bound save and except in any case which would not have a Material Adverse Effect and there exists no state of facts which, to the best of the knowledge of DLT, after notice or lapse of time or both, would constitute such a default or breach. All such contracts, agreements, commitments, indentures and other instruments have been duly authorized, executed and delivered and are now in good standing and in full force and effect without amendment thereto; DLT is entitled to all benefits thereunder; and, to the best of the knowledge of DLT, the other parties to such contracts, agreements, commitments, indentures and other instruments are not in default or breach of any of their obligations thereunder save and except in any case which would not have a Material Adverse Effect.

(m) **DLT Corporate Records.** The corporate records and minute books of DLT contain substantially complete and accurate minutes of all meetings of the directors and shareholders of DLT held since its incorporation, and signed copies of all resolutions and by-laws duly passed or confirmed by the directors or shareholders of DLT other than at a meeting, all such meetings having been duly called and held. The share certificate books, register of security holders, register of transfers and register of directors and any similar corporate records of DLT are complete and accurate. All exigible security transfer tax or similar tax payable in connection with the transfer of any securities of DLT has been paid.

(n) **DLT Financial Statements.** The financial statements of DLT, as provided to the Purchaser, represent a true, complete, current and accurate disclosure of DLT's financial position as at the date stated therein, and there have been no changes which could have a Material Adverse Effect that have not been disclosed in writing to the Purchaser at Closing.

(o) **No Breach Caused by this Agreement.** The execution, delivery and performance by DLT of its obligations under this Agreement and the consummation of the transactions contemplated hereby do not and will not (i) contravene, conflict with or result in a violation or breach of any provision of any applicable Laws or any license, approval, consent or authorization held by DLT, (ii) require any notice or consent or other action by any Person, contravene, conflict with, violate, breach or constitute a default or an event that, with or without notice or lapse of time or both, would 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 DLT is entitled under, or give rise to any rights of first refusal or trigger any change in control provisions or any restriction under, any provision of any Material Contract or other instrument binding upon DLT or affecting any of its assets, or (iii) result in the creation or imposition of any Lien on any asset of DLT, with such exceptions, in the case of each of clauses (ii) and (iii), as do not have or would not have, or be reasonably expected to have, individually or in the aggregate, a Material Adverse Effect. DLT has complied with all licenses, franchises,

leases, permits, approvals and agreements to which the Purchaser is a party or by which DLT is bound, the breach of which would reasonably have a Material Adverse Effect on DLT.

(p) **Litigation.** To the best of the knowledge of DLT, there are no Claims, demands, disputes, actions, suits, proceedings or investigations pending or threatened against or directly or indirectly affecting DLT, at law or in equity or before or by any federal, provincial, municipal or other governmental court, department or Governmental Entity, domestic or foreign, nor is DLT subject to any presently effective adverse order, writ, injunction or decree of any such body.

(q) **No Brokers.** DLT has not entered into any agreement which would entitle any Person to any valid claim against the Purchaser or DLT for a broker's commission, finder's fee or any like payment in respect of any matters contemplated by this Agreement

(r) **Intellectual Property.** DLT does now, or at Closing will, own or have the valid rights to use all of the Intellectual Property that is material to the conduct of the business of DLT as currently conducted or as currently proposed to be conducted (and had all rights necessary to carry out its former activities at such time such activities were being conducted). DLT has a valid and enforceable right to use all third party Intellectual Property used or held for use in the business of DLT.

(s) **Dividends.** DLT has not, directly or indirectly, declared or paid any dividend or declared or made any other distribution on any of its DLT Shares or securities or, directly or indirectly, redeemed, purchased or otherwise acquired any of its DLT Shares or securities or agreed to do any of the foregoing.

(t) **Approvals.** No approval of, registration, declaration or filing by DLT with any federal, provincial or local court or Governmental Entity is necessary to authorize the execution and delivery of this Agreement, or any and all of the documents and instruments to be detailed under this Agreement by DLT or the consummation by DLT of the transactions contemplated herein.

(u) **Compliance with Laws.** DLT is not in violation of any federal, provincial, municipal or other law, regulation or order of any Government Entity, domestic or foreign, save and except in any case which would not have a Material Adverse Effect on DLT.

(v) **Knowledge of DLT.** DLT does not have any information or knowledge of any material facts relating to the business of DLT that, if known to the Purchaser, might reasonably be expected to deter the Purchaser from completing the purchase and sale contemplated herein, or the consummation by the Purchaser of the other transactions contemplated herein.

(w) **Shareholders' Agreements, etc.** There are no shareholders' agreements, pooling agreements, voting trusts or other similar agreements with respect to the ownership or voting of any of the DLT Shares.

(x) **No Bankruptcy.** No proceedings have been taken, are pending or authorized by DLT or by any other Person in respect of the bankruptcy, insolvency, liquidation or winding up of DLT.

(y) **Subsidiaries.** DLT has no subsidiaries.

(z) **Omissions and Misrepresentations.** None of the foregoing representations, warranties and statements of fact contains any untrue statement of a material fact or omits to state any

material fact necessary to make any such statement, warranty or representation not misleading to the Purchaser in seeking full information as to DLT and their respective properties, business and affairs.

(aa) **Reliance.** The foregoing representations and warranties are made by DLT with the knowledge and expectation that the Purchaser is placing complete reliance thereon. Such reliance shall not be affected by any investigation or examination conducted by the Purchaser or its representatives before or after the date of this Agreement.

Article 5

Representations, Warranties and Acknowledgements Relating to the Target Shareholders

5.1 Representations, Warranties and Acknowledgements relating to the Target Shareholders.

The Target Shareholders hereby represent and warrant to the Purchaser respectively as follows and acknowledge that the Purchaser is relying on such representations and warranties in connection with the transactions contemplated hereby:

(a) **Valid and Binding Obligation.** This Agreement has been duly executed and delivered by the Target Shareholders and constitutes, or when duly executed and delivered will constitute, legal, valid and binding obligations of the Target Shareholders, enforceable against them in accordance with their terms subject only to: (i) any limitation under applicable Laws relating to bankruptcy, insolvency, moratorium, reorganization and other similar laws relating to or affecting the enforcement of creditors' rights generally; and (ii) the fact that equitable remedies, including the remedies of specific performance and injunction, may only be granted in the discretion of a court.

(b) **Ownership of the DLT Shares.** The Target Shareholders are the registered and beneficial holders of 100% of the DLT Shares with good and marketable title thereto, free and clear of all Liens. No Person other than the Purchaser has, or has any right capable of becoming, an agreement, option, right or privilege for the purchase or other acquisition from the Target Shareholders of any of such DLT Shares. There are no restrictions of any kind on the transfer of the DLT Shares by the Target Shareholders.

(c) **Prospectus and Registration Exemption.** The Target Shareholders acknowledge that the Purchaser Shares to be issued to them will be issued pursuant to prospectus and registration exemptions provided under National Instrument 45-106 - Prospectus and Registration Exemptions of the Canadian Securities Administrators and acknowledge that: (i) no securities commission or similar regulatory authority has reviewed or passed on the merits of the Purchaser Shares to be issued to the Target Shareholders pursuant to this Agreement; (ii) there is no government or other insurance covering the Purchaser Shares; (iii) there are risks associated with ownership of the Purchaser Shares; (iv) there are restrictions on the Target Shareholders' ability to resell their Purchaser Shares and it is the responsibility of the Target Shareholders to find out what those restrictions are and to comply with them before selling the Purchaser Shares; and (v) if the Purchaser relies on an exemption from the requirements to provide the Target Shareholders with an offering memorandum, then, as a consequence of

acquiring securities pursuant to this exemption, certain protections, rights and remedies provided by the Securities Act, including statutory rights of rescission or damages, will not be available to the Target Shareholders.

Article 6 Cure and Survival of Representations and Warranties

6.1 Supplemental Disclosure.

The Purchaser, DLT and the Target Shareholders hereby agree that each of them shall have the right, from time to time prior to the Closing, to supplement or amend their respective representations and warranties stated in Article 3, Article 4 and Article 5 through the delivery of a statement of disclosure exceptions ("**Disclosure Exceptions**") to the other Parties. The Disclosure Exceptions shall pertain to any material information unavailable as of the date of this Agreement or any matter that becomes material to the Purchaser, DLT, or the Target Shareholders after the date of this Agreement. Disclosure Exceptions shall be delivered to the other Parties by any Party that has information that, if it had been available, existing or known at the date of this Agreement, would have been required to be set forth or described in the representations and warranties contained in this Agreement. The Parties will, subject to the agreement of the other Party, acting reasonably, accept the proposed Disclosure Exceptions. Each Disclosure Exception if and when agreed upon by the Parties shall be deemed to have cured any breach of any representation or warranty made in this Agreement pursuant to Article 3, Article 4 or Article 5. In the event that a Party hereto does not agree to a Disclosure Exception proposed to be made by another Party, this Agreement may be terminated by the Party opposing the Disclosure Exception and, in such event, each Party shall be released from all obligations under this Agreement save and except for its obligations, if any, under Article 10, Section 7.1(k), Section 9.1(c) and Section 14.2, which shall survive.

6.2 Survival of Representations and Warranties.

The representations and warranties made by the Parties and contained in this Agreement shall continue in full force and effect for the benefit of the respective Party or Parties, as applicable, for a period of one year from the Closing Date.

Article 7 Covenants of DLT

7.1 Covenants of DLT.

Commencing on the date of this Agreement and continuing until either the Purchaser is listed on the Exchange or the date of termination of this Agreement, DLT hereby covenants and agrees with the Purchaser as follows:

- (a) **European Website.** DLT will have a fully functioning and live German and European website and mobile site within 75 days of the Initial Payment, with such website having the capability necessary for soccer betting. By December 31, 2015, DLT will have a minimum of 35,000 users and a minimum of 3,150 cash users, representing 9% of the free user base. DLT will have a fully functioning and live German and European website and mobile site by December 31, 2015 with the capability necessary for Ultimate Fighting Championship Betting.

- (b) **Fantasy 6 Branded Website and mobile site.** DLT will have a “Fantasy 6” branded website fully functioning and live by September 30, 2015.
- (c) **Acquisition of PDL USA Inc.** DLT will have completed the acquisition of 100% of the issued and outstanding shares of PDL USA Inc. prior to Closing.
- (d) **Required Document Disclosure and Productions.** DLT will produce to the Purchaser all of the documents and actions as set out in the attached Schedule “B” – Required Document Disclosure and Productions, before receipt of the Initial Payment.
- (e) **Cooperation with Exchange Listing.** Upon the request of the Purchaser, DLT will promptly provide to the Purchaser all necessary documentation, other items, or actions as may be reasonably required, from time to time, to complete the listing of the Purchaser on the Exchange.
- (f) **Dual listing on OTC and Frankfurt Stock Exchange.** Upon the successful listing of the Purchaser on the CSE (rebranded to Fantasy 6 Gaming Inc. by this time), DLT affirms that they will promptly begin the dual listing of the company on the OTC and the Frankfurt stock exchange with the remaining funds of \$300,000 that will be released to DLT upon successful listing.
- (g) **General Security Agreement.** DLT will sign a general security agreement in favour of the Purchaser granting a charge over all present and after acquired personal property of DLT prior to receipt of the Initial Payment.
- (h) **Initial Payment.** Upon termination of the Agreement, with regards to any monies advanced to DLT by Purchaser pursuant to the Initial Payment, with the exception of money advanced for the purposes of legal, accounting and investor relations which shall not be recoupable, DLT shall do the following at the Purchaser’s option:
 - i) Loan Option: Treat the Initial Payment as a loan, repayable to the Purchaser within 10 days of termination of this Agreement. If the Initial Payment is not returned in full within 10 days of termination of this Agreement, interest will be charged at a rate of 5% per annum; OR
 - ii) Conversion Option: Allow for the conversion of the Initial Payment into common shares of DLT. DLT will promptly provide full cooperation and all the necessary documentation required to complete the conversion. The value assigned to DLT will be as set out in section 2.3 herein.
- (i) **Investigations and Availability of Records.** The Purchaser and its directors, officers, auditors, counsel and other authorized representatives shall be permitted to make such commercially reasonable investigations of the properties, the DLT Assets and businesses of DLT and its financial and legal conditions as the Purchaser reasonably deems necessary or desirable, provided always that such investigations shall not unduly interfere with the operations of DLT. If reasonably requested, DLT shall provide copies, at the cost of the Purchaser, of the corporate records of DLT, including the minute books, share ledgers and the records maintained in connection with the business of DLT. Such investigations will not, however, affect or mitigate in any way the

representations and warranties contained in this Agreement, which representations and warranties shall continue in full force and effect for the benefit of the Purchaser.

- (j) **Necessary Consents.** DLT shall use its commercially reasonable best efforts to obtain from DLT's directors, shareholders and all appropriate Governmental Entities such approvals or consents as are required (if any) to complete the transactions contemplated herein.
- (k) **Confidentiality.** DLT shall keep confidential any confidential information, trade secrets or confidential financial or business documents (collectively the "**Purchaser Information**") received by it from the Purchaser concerning the Purchaser or its business and shall not disclose such Purchaser Information to any third party; provided that any of such Purchaser Information may be disclosed to DLT's directors, officers, employees, representatives and professional advisors who need to know such Purchaser Information in connection with the transactions contemplated hereby (provided DLT shall use all reasonable efforts to ensure that such directors, officers, employees, representatives and professional advisors keep confidential such Purchaser Information) and provided further that DLT will not be liable for disclosure of Purchaser Information upon occurrence of one or more of the following events:
 - i) Purchaser Information becoming generally known to the public other than through a breach of this Agreement;
 - ii) Purchaser Information being lawfully obtained by DLT from a third party or parties without breach of this Agreement by DLT, as shown by documentation sufficient to establish the third party as a source of Purchaser Information; or,
 - iii) Purchaser Information being known to DLT prior to disclosure by the Purchaser or its Affiliates, as shown by documentation sufficient to establish such knowledge; or
 - iv) the Purchaser having provided its prior written approval for such disclosure by DLT.

In the event this Agreement is terminated in accordance with the provisions hereof, DLT shall:

- i) use all reasonable efforts to ensure that all documents prepared or obtained in the course of its investigations of the Purchaser or its business and all copies thereof are either destroyed or returned to the Purchaser so as to insure that, so far as possible, any Purchaser Information obtained during and as a result of such investigations by the directors, officers, employees, representatives and professional advisors of DLT is not disseminated beyond those individuals concerned with such investigations; and
 - ii) not directly or indirectly use for its own purposes any Purchaser Information discovered or acquired by the directors, officers, employees, representatives and professional advisors of DLT as a result of the Purchaser making available to them those documents and assets relating to the business of the Purchaser.
- (l) **Status and Filings.** DLT will maintain its corporate status and comply with all applicable corporate and securities requirements (including any applicable filing requirements) prior to Closing.

- (m) **Material Change.** DLT agrees to provide prompt and full disclosure to the Purchaser of any material information, change or event in the business, operations, financial condition or other affairs of DLT prior to Closing.
- (n) **DLT Securities.** DLT shall not issue any DLT Shares or any other securities of DLT, except with the prior written consent of the Purchaser.
- (o) **Compliance with Laws.** DLT shall not do any act or take any steps that would be in violation or contrary to corporate laws in British Columbia or Alberta, Canada, or any other applicable Laws in any material respect; and,
- (p) **All Other Actions.** DLT shall use all reasonable efforts to satisfy each of the conditions precedent set out in this Agreement to be satisfied by it as soon as practical and in any event before the Closing Date, and to take, or cause to be taken, all other actions and to do, or cause to be done, all other things necessary, proper or advisable that are commercially reasonable to permit the completion of the Acquisition in accordance with the terms and conditions of this Agreement and applicable Laws.

Article 8 Covenants of the Target Shareholders

8.1 Covenants of the Target Shareholders.

Commencing on the date of this Agreement and continuing until either Closing or the date of termination of this Agreement, the Target Shareholders hereby covenant and agree with the Purchaser as follows:

- (a) **Filing of Reports.** The Target Shareholders consent to, and will assist the Purchaser with, the filing by the Purchaser from time to time of any reports or other documents required by any of the Securities Authorities with respect to the issuance of the Purchaser Shares to them pursuant to this Agreement, including but not limited to personal information of the Target Shareholders. The Target Shareholders acknowledge that they are familiar with or have had an opportunity to obtain a copy of the Exchange Corporate Finance Manual.
- (b) **Stock Restriction Agreement.** On or before the Closing, the Target Shareholders shall each execute and deliver to the Purchaser a Stock Restriction Agreement containing, *inter alia*, the applicable restrictions as set out in section 2.6 herein, and they shall each execute and deliver such other instruments or documents and take such further action as may reasonably be required by the Purchaser or the Exchange to give effect to the Stock Restriction Agreement or any matter provided for therein.
- (c) **Stock Restriction.** The Target Shareholders will not transfer any Purchaser Shares they receive upon Closing of the Acquisition from the Closing Date until the listing of the Purchaser on the Exchange.

Article 9
Covenants of the Purchaser

9.1 Covenants of the Purchaser.

Commencing on the date of this Agreement and continuing until either Closing or the date of termination of this Agreement, the Purchaser hereby covenants and agrees with DLT and the Target Shareholders as follows:

(a) **Investigations and Availability of Records.** DLT and its directors, officers, auditors, counsel and other authorized representatives shall be permitted to make such commercially reasonable investigations of the property, assets and business of the Purchaser and of its financial and legal condition as DLT reasonably deems necessary or desirable, provided that such investigations shall not unduly interfere with the operations of the Purchaser. If reasonably requested, the Purchaser shall provide copies, at the cost of DLT, of the Purchaser's corporate records, including its minute books, share ledgers and the records maintained in connection with the business of the Purchaser. Such investigations will not, however, affect or mitigate in any way the representations and warranties contained in this Agreement, which representations and warranties shall continue in full force and effect for the benefit of DLT.

(b) **Necessary Consents.** The Purchaser shall use its commercially reasonable best efforts to obtain from the Purchaser's directors, shareholders and all appropriate Governmental Entities such approvals or consents as are required (if any) to complete the transactions contemplated herein.

(c) **Confidentiality.** The Purchaser shall keep confidential any confidential information, trade secrets or confidential financial or business documents (collectively the "**DLT Information**") received by it from DLT concerning DLT or its business and shall not disclose such DLT Information to any third party; provided that any of such DLT Information may be disclosed to the Purchaser's directors, officers, employees, representatives and professional advisors who need to know such DLT Information in connection with the transactions contemplated hereby (provided the Purchaser shall use all reasonable efforts to ensure that such directors, officers, employees, representatives and professional advisors keep confidential such DLT Information) and provided further that the Purchaser will not be liable for disclosure of DLT Information upon occurrence of one or more of the following events:

- i) DLT Information becoming generally known to the public other than through a breach of this Agreement;
- ii) DLT Information being lawfully obtained by the Purchaser from a third party or parties without breach of this Agreement by the Purchaser, as shown by documentation sufficient to establish the third party as a source of DLT Information; or,
- iii) DLT Information being known to the Purchaser prior to disclosure by DLT or its Affiliates, as shown by documentation sufficient to establish such knowledge; or
- iv) DLT having provided its prior written approval for such disclosure by the Purchaser.

In the event this Agreement is terminated in accordance with the provisions hereof, the Purchaser shall:

- i) use all reasonable efforts to ensure that all documents prepared or obtained in the course of its investigations of DLT or its business and all copies thereof are either destroyed or returned to DLT so as to ensure that, so far as possible, any DLT Information obtained during and as a result of such investigations by the directors, officers, employees, representatives and professional advisors of the Purchaser is not disseminated beyond those individuals concerned with such investigations; and
 - ii) not directly or indirectly, use for its own purposes, any DLT Information, discovered or acquired by the directors, officers, employees representatives and professional advisors of the Purchaser as a result of DLT making available to them those documents and assets relating to the business of DLT.
- (d) **Status and Filings.** The Purchaser will maintain its corporate status and comply with all applicable corporate and securities requirements (including any applicable filing requirements) prior to Closing.
- (e) **Material Change.** The Purchaser agrees to conduct its business in the ordinary course prior to Closing and to provide prompt and full disclosure to DLT of any material information, change or event in the business, operations, financial condition or other affairs of the Purchaser prior to Closing.
- (f) **Compliance with Laws.** The Purchaser shall not do any act or take any steps that would be in violation or contrary to the Securities Act or any other applicable Laws in any material respect.
- (g) **Financings.** The Purchaser guarantees that it shall complete the Financings on the timelines set out in section 2.3 herein.
- (h) **All Other Actions.** The Purchaser shall use all reasonable efforts to satisfy each of the conditions precedent set out in this Agreement to be satisfied by it as soon as practical and in any event before the Closing Date, and to take, or cause to be taken, all other actions and to do, or cause to be done, all other things necessary, proper or advisable that are commercially reasonable to permit the completion of the Acquisition in accordance with the terms and conditions of this Agreement and applicable Laws.

Article 10 Indemnification

10.1 Mutual Indemnifications for Breaches of Warranty.

Subject to Section 10.2, the Purchaser hereby covenants and agrees with DLT and the Target Shareholders, and DLT and the Target Shareholders hereby severally covenant and agree with the Purchaser, (a Party covenanting and agreeing to indemnify another Party under this Section are hereinafter individually referred to as the "**Indemnifying Party**" and a Party being indemnified by another Party under this Section 10.1 is hereinafter individually referred to as the "**Indemnified Party**", which Indemnified Party includes directors, officers, shareholders, and affiliates of the Indemnified Party) to indemnify and save harmless the Indemnified Party from

and against any Claims which may be made or brought against the Indemnified Party or which it may suffer or incur as a result of, or arising out of any non-fulfillment of any covenant or agreement on the part of the Indemnifying Party under this Agreement or any incorrectness in or breach of any representation or warranty of the Indemnifying Party contained in this Agreement.

10.2 Limitation on Mutual Indemnification.

The indemnification obligations of each of the Parties pursuant to Section 10.1 shall be subject to the following:

- (a) the applicable limitations mentioned in Article 6 regarding the survival of the representations and warranties; and
- (b) an Indemnifying Party shall not be required to indemnify an Indemnified Party until the aggregate Claims sustained by that Indemnified Party exceeds a value of \$5,000, in which case, the Indemnifying Party shall be obligated to the Indemnified Party pursuant to Section 10.1.

10.3 Procedure for Indemnification.

The following provisions shall apply to any Claims for which an Indemnifying Party may be obligated to indemnify an Indemnified Party pursuant to this Agreement:

- (a) upon receipt from a third party by the Indemnified Party of notice of a Claim or the Indemnified Party becoming aware of a Claim in respect of which the Indemnified Party proposes to demand indemnification from the Indemnifying Party, the Indemnified Party shall give notice to that effect to the Indemnifying Party with reasonable promptness, provided that failure to give such notice shall not relieve the Indemnifying Party from any liability it may have to the Indemnified Party except to the extent that the Indemnifying Party is prejudiced thereby;
- (b) in the case of Claims arising from third parties, the Indemnifying Party shall have the right by notice to the Indemnified Party not later than 30 days after receipt of the notice described in Section 10.3(a) to assume the control of the defense, compromise or settlement of the Claims, provided that such assumption shall, by its terms, be without costs to the Indemnified Party and the Indemnifying Party shall at the Indemnified Party's request furnish it with reasonable security against any costs or other liabilities to which it may be or become exposed by reason of such defense, compromise or settlement;
- (c) upon the assumption of control by the Indemnifying Party as aforesaid, the Indemnifying Party shall diligently proceed with the defense, compromise or settlement of the Claims at its sole expense, including employment of counsel reasonably satisfactory to the Indemnified Party and, in connection therewith, the Indemnified Party shall co-operate fully, but at the expense of the Indemnifying Party, to make available to the Indemnifying Party all pertinent information and witnesses under the Indemnified Party's control, make such assignments and take such other steps as in the opinion of counsel for the Indemnifying Party are necessary to enable the Indemnifying Party to conduct such defense; provided always that the Indemnified Party shall be entitled to reasonable security from the Indemnifying Party for any expense, costs or other liabilities to which it may be or may become exposed by reason of such co-operation;
- (d) the final determination of any such Claims arising from third parties, including all related costs and expenses, will be binding and conclusive upon the Parties as to the validity or invalidity, as the case may be, of such Claims against the Indemnifying Party hereunder; and

(e) should the Indemnifying Party fail to give notice to the Indemnified Party as provided in Section 10.3(b), the Indemnified Party shall be entitled to make such settlement of the Claims as in its sole discretion may appear reasonably advisable, and such settlement or any other final determination of the Claims shall be binding upon the Indemnifying Party.

Article 11 Conditions

11.1 Conditions for the Benefit of the Purchaser.

The transactions contemplated herein are subject to the following conditions to be fulfilled or performed on or prior to the Closing Date, which conditions are for the exclusive benefit of the Purchaser and may be waived, in whole or in part, by the Purchaser in its sole discretion:

(a) DLT will have completed the acquisition of 100% of the issued and outstanding shares of PDL USA Inc. prior to Closing;

(b) the representations and warranties of DLT contained in this Agreement shall have been true and correct as of the date of this Agreement and shall be true and correct as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of the Closing Date, save and except in any case which would not have a Material Adverse Effect;

(c) DLT shall have performed, fulfilled or complied with, in all material respects, all of its obligations, covenants and agreements contained in this Agreement to be fulfilled or complied with by DLT at or prior to the Closing Date;

(d) all required approvals, consents and authorizations of third parties in respect of the transactions contemplated herein, including without limitation all necessary regulatory approvals, shall have been obtained on terms acceptable to the Purchaser acting reasonably;

(e) all proceedings, including all necessary corporate proceedings, to be taken in connection with the transactions contemplated in this Agreement shall be satisfactory in form and substance to the Purchaser, acting reasonably, and the Purchaser shall have received copies of all instruments and other evidence as it may reasonably request in order to establish the closing of such transactions and the taking of all necessary proceedings in connection therewith;

(f) no action or proceeding shall be pending or threatened by any Person (other than the Purchaser) in any jurisdiction, to enjoin, restrict or prohibit any of the transactions contemplated by this Agreement or the right of DLT to conduct its business after the Closing Date on substantially the same basis as operated immediately prior to the date hereof and no action, suit or legal proceeding shall have been taken before or by any Governmental Entity or by any Person that would, if successful, have a Material Adverse Effect on DLT;

(g) since the date of this Agreement, there shall have been no Material Adverse Effect with respect to DLT, or any event, occurrence or development, including the commencement of any action, suit or other legal proceeding which would reasonably be expected to have a Material Adverse Effect on DLT; and,

(h) the Purchaser shall have received a certificate of DLT addressed to the Purchaser and dated the Closing Date, signed on behalf of DLT by a senior executive officer of DLT, confirming that the conditions in this Section 11.1 have been satisfied.

11.2 Conditions for the Benefit of DLT and the Target Shareholders.

The transactions contemplated herein are subject to the following conditions to be fulfilled or performed on or prior to the Closing Date, which conditions are for the exclusive benefit of DLT and the Target Shareholders and may be waived, in whole or in part, by DLT and the Target Shareholders in their sole discretion:

(a) the representations and warranties of the Purchaser contained in this Agreement shall have been true and correct as of the date of this Agreement and shall be true and correct as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of such Closing Date, save and except in any case which would not have a Material Adverse Effect on the Purchaser;

(b) the Purchaser shall have performed, fulfilled or complied with, in all material respects, all of its obligations, covenants and agreements contained in this Agreement to be fulfilled or complied with by the Purchaser at or prior to the Closing Date;

(c) all required approvals, consents and authorizations of third parties in respect of the transactions contemplated herein, including without limitation all necessary shareholder and regulatory approvals, shall have been obtained on terms acceptable to DLT acting reasonably;

(d) all proceedings, including all necessary corporate proceedings, to be taken in connection with the transactions contemplated in this Agreement shall be satisfactory in form and substance to DLT, acting reasonably, and DLT shall have received copies of all instruments and other evidence as it may reasonably request in order to establish the closing of such transactions and the taking of all necessary proceedings in connection therewith;

(e) no action or proceeding shall be pending or threatened by any Person (other than DLT) in any jurisdiction, to enjoin, restrict or prohibit any of the transactions contemplated by this Agreement or the right of the Purchaser to conduct its business after the Closing Date on substantially the same basis as operated immediately prior to the date hereof and no action, suit or legal proceeding shall have been taken before or by any Governmental Entity or by any Person that would, if successful, have a Material Adverse Effect on the Purchaser;

(f) since the date of this Agreement, there shall have been no Material Adverse Effect with respect to the Purchaser, or any event, occurrence or development, including the commencement of any action, suit or other legal proceeding which would reasonably be expected to have a Material Adverse Effect on the Purchaser; and

(g) DLT shall have received a certificate of the Purchaser addressed to DLT and dated the Closing Date, signed on behalf of the Purchaser by a senior executive officer of the Purchaser, confirming that the conditions in this Section 11.2 have been satisfied.

Article 12 Closing

12.1 Date and Time of Closing.

- (a) The closing date of the transactions contemplated herein may be set by the Purchaser by giving 10 days' notice ("**Closing Notice**") to DLT (the "**Closing Date**"). The Closing is to be completed at the offices of Bacchus Law Corporation on the Closing Date, or at such other time and place as may be mutually agreed upon by the Parties hereto.
- (b) DLT will provide their closing documents within five days of receiving the Closing Notice. The closing documents shall include:
 - i) a certificate confirming conditions in section 11.1 have been satisfied as set out in section 11.1(h); and
 - ii) a share certificate of DLT the name of the Purchaser, representing all issued and outstanding shares as previously transferred by all Target Shareholders, which shares will be held in escrow at Bacchus Law Corporation until Closing.
- (c) Upon Closing, the Purchaser will provide:
 - i) A certificate confirming the conditions in section 11.2 have been satisfied as set out in section 11.2(g); and
 - ii) share certificates of the Purchaser in the names of the Target Shareholders and in the amounts set out in the attached Schedule "A".

Article 13 Termination

13.1 Termination by the Purchaser.

If any of the conditions set forth in Section 11.1 have not been fulfilled or waived at or prior to the Closing Date or any obligation or covenant of DLT or the Target Shareholders to be performed at or prior to the Closing Date has not been observed or performed by such time, the Purchaser may terminate this Agreement by notice in writing to DLT (which shall constitute notice in writing to the Target Shareholders), and in such event the Purchaser shall be released from all obligations hereunder save and except for its obligations under Section 7.1(k), Section 9.1(c), Article 10 and Article 14, which shall survive. If the Purchaser waives compliance with any of the conditions, obligations or covenants contained in this Agreement, the waiver will be without prejudice to any of its rights of termination in the event of non-fulfillment, non-observance or non-performance of any other condition, obligation, or covenant in whole or in part.

13.2 Termination by DLT and the Target Shareholders.

If any of the conditions set forth in Section 11.2 have not been fulfilled or waived at or prior to Closing Date or any obligation or covenant of the Purchaser to be performed at or prior to the Closing Date has not been observed or performed by such time, DLT and the Target Shareholders may terminate this Agreement by notice in writing to the Purchaser, and in such event DLT and the Target Shareholders shall be released from all obligations hereunder save and except for their obligations under Article 10, Section 7.1(k), Section 9.1(c) and Article 14,

which shall survive. If DLT (on its own behalf and on behalf of the Target Shareholders) waives compliance with any of the conditions, obligations or covenants contained in this Agreement, the waiver will be without prejudice to any of their rights of termination in the event of non-fulfillment, non-observance or non-performance of any other condition, obligation or covenant in whole or in part.

13.3 Other Termination Rights.

This Agreement may, by notice in writing given prior to or on the Closing Date, be terminated:

(a) by mutual consent of the Purchaser and DLT; and

(b) In the event that the Purchaser does not get listed on the exchange by November 30, 2015 the Purchaser, at its sole discretion, will have the option to terminate this Agreement and treat the Initial Payment of \$700,000 as a loan OR convert to common shares of either DLT or PDL USA Inc. or any combination of both. If the option to convert into common shares of DLT or PDL USA Inc. or both is exercised, the valuation for such common shares will be based on a deemed combined valuation of DLT and PDL USA Inc. at \$2,500,000.

13.4 Effect of Termination.

Each Party's right of termination under this Article 13 is in addition to any other rights it may have under this Agreement or otherwise, and the exercise of a right of termination will not be an election of remedies. Nothing in this Article 13 shall limit or affect any other rights or causes of action the Parties may have with respect to the representations, warranties, covenants and indemnities in its favour contained in this Agreement.

Article 14 Expenses

14.1 Valuation and Audit Fees.

DLT will pay for the valuation report to be acquired by the Purchaser and DLT in relation to the listing application to be filed with the Exchange and for the audit of the financial statements of DLT and PDL USA Inc., as may be required for the transactions contemplated herein and the listing application to be filed with the Exchange.

14.2 Responsibility for Own Costs.

Except as provided in Section 14.1, each Party shall be responsible for its own legal and audit fees and other charges incurred in connection with the preparation of this Agreement, all negotiations between the Parties and the consummation of the transactions contemplated hereby.

14.3 Responsibility for Taxes.

Each Party shall be responsible for the payment of its own Taxes and related charges incurred in connection with the receipt of securities pursuant to this Agreement.

Article 15

General

15.1 Independent Legal Advice.

Each of the Parties acknowledges that:

(a) The Purchaser's counsel has acted as counsel only to the Purchaser and all other Parties to this Agreement acknowledge and confirm that they have been advised to seek, and have sought or have otherwise waived, independent tax and legal advice with respect to this Agreement and the documents delivered pursuant thereto and that the Purchaser's counsel is not protecting the rights and interests of any other Party to this Agreement;

(b) The Target Shareholders' counsel has acted as counsel only to DLT and the Target Shareholders, that all other Parties to this Agreement acknowledge and confirm that they have been advised to seek, and have sought or waived, independent tax and legal advice with respect to this Agreement and the documents delivered pursuant thereto and that the Target Shareholders' counsel is not protecting the rights and interests of any other Party to the Agreement; and,

(c) To the extent that any Shareholder(s) decline(s) to receive independent legal counsel in respect of this Agreement, such Shareholder(s) hereby waive(s) that right, should a dispute later develop, to rely on its lack of independent legal counsel to avoid its obligations, to seek indulgences from the other Parties hereto, or to otherwise attack, in whole or in part, the integrity of this Agreement and the documents related thereto.

15.2 Tax Elections.

The Purchaser agrees to make joint elections with the Target Shareholders, subject to confirmation the Target Shareholders are (i) residents of Canada for purposes of the *Income Tax Act* (Canada) and not exempt from tax under Part I of the *Income Tax Act* (Canada), or (ii) a partnership, any member of which is a resident of Canada for the purposes of the *Income Tax Act* (Canada) (other than a partnership, all members of which that are residents of Canada and are exempt from tax under Part I of the *Income Tax Act* (Canada)) in respect of the disposition of the Target Shareholders' DLT Shares pursuant to Section 85 of the *Income Tax Act* (Canada) (or any similar provision of any provincial tax legislation).

The Purchaser further agrees that the agreed amount under such joint elections shall be determined by each of the Target Shareholders in their sole discretion within the limits set out in the *Income Tax Act* (Canada). Each of the Target Shareholders will complete the Section 85 election form, providing the necessary information in accordance with the procedures set out in the tax instruction letter provided to the Target Shareholders, and provide the election to the Purchaser for execution on or before 90 days after the Acquisition.

None of the Purchaser, DLT nor any successor corporation shall be responsible for the proper completion of any election form, except for the obligation to sign and return duly completed election forms that are received by the Purchaser within 90 days of the Acquisition, nor for any taxes, interest or penalties resulting from the failure of the Target Shareholders to properly complete or file such election forms in the form and manner and within the time prescribed by the *Income Tax Act* (Canada) (or any applicable provincial legislation). In its sole discretion, the

Purchaser or any successor corporation may choose to sign and return an election form received by it more than 90 days following the Acquisition, but will have no obligation to do so.

15.3 Entire Agreement.

This Agreement and the schedules referred to herein constitute the entire agreement among the Parties hereto and supersede all prior agreements, representations, warranties, statements, promises, information, arrangements and understandings, whether oral or written, express or implied, with respect to the subject matter hereof. None of the Parties hereto shall be bound or charged with any oral or written agreements, representations, warranties, statements, promises, information, arrangements or understandings not specifically set forth in this Agreement or in the schedules, documents and instruments to be delivered on the Closing Date pursuant to this Agreement. The Parties hereto further acknowledge and agree that, in entering into this Agreement and in delivering the schedules, documents and instruments to be delivered on the Closing Date, they have not in any way relied, and will not in any way rely, upon any oral or written agreements, representations, warranties, statements, promises, information, arrangements or understandings, express or implied, not specifically set forth in this Agreement or in such schedules, documents or instruments.

15.4 Further Assurances.

Each of the Parties hereto will from time to time after the Closing Date at the other's request and expense and without further consideration, execute and deliver such other instruments of transfer, conveyance and assignment and take such further action as the other may reasonably require to give effect to any matter provided for herein.

15.5 Severability.

In the event that any provision or part of this Agreement is determined by any court or other judicial or administrative body to be illegal, null, void, invalid or unenforceable, that provision shall be severed to the extent that it is so declared and the other provisions of this Agreement shall continue in full force and effect.

15.6 Applicable Law.

This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein, excluding the conflict of laws principles thereof and without reference to the laws of any other jurisdiction.

15.7 Governing Language.

This Agreement is drawn up in the English language. This Agreement may be translated into any language other than English provided however that the English text shall in any event prevail.

15.8 Attornment.

The Parties hereby irrevocably and unconditionally consent to and submit to the exclusive jurisdiction of the courts of the Province of British Columbia for any actions, suits or proceedings arising out of or relating to this Agreement or the matters contemplated hereby. The Parties hereby irrevocably and unconditionally waive any objection to the laying of venue of any action,

suit or proceeding arising out of this Agreement or the matters contemplated hereby in the courts of the Province of British Columbia and hereby further irrevocably and unconditionally waive and agree not to plead or file a Claim in any such applicable courts, as the case may be, that any such Claim so brought has been brought in an inconvenient forum.

15.9 Successors and Assigns.

This Agreement shall accrue to the benefit of and be binding upon each of the Parties hereto and their respective heirs, executors, administrators, successors and assigns, provided that this Agreement shall not be assigned by any one of the Parties without the prior written consent of the other Party.

15.10 Time of Essence.

Time shall be of the essence hereof.

15.11 Notices.

Any notice required or permitted to be given hereunder shall be in writing and shall be effectively given if (i) delivered personally, or (ii) sent by prepaid courier service or mail addressed as follows:

- (a) In the case of notice to the Purchaser:

Davita Capital Inc.
1820 – 925 West Georgia Street
Vancouver, BC V6C 3L2

Attention: Sheri Rempel

- (b) In the case of notice to DLT or to the Target Shareholders:

Draft Label Technologies Inc.
150 W. Hastings St.
Vancouver, BC, V6B 1G8

Attention: Shafin Tejani

Any notice, designation, communication, request, demand or other document given or sent or delivered as aforesaid shall: (i) if delivered as aforesaid, be deemed to have been given, sent, delivered and received on the date of delivery; (ii) if sent by mail as aforesaid, be deemed to have been given, sent, delivered and received (but not actually received) on the fourth Business Day following the date of mailing, unless at any time between the date of mailing and the fourth Business Day thereafter there is a discontinuance or interruption of regular postal service, whether due to strike or lockout or work slowdown, affecting postal service at the point of dispatch or delivery or any intermediate point, in which case the same shall be deemed to have been given, sent, delivered and received in the ordinary course of the mail, allowing for such discontinuance or interruption of regular postal service; and (iii) if sent by facsimile machine, be deemed to have been given, sent, delivered and received on the date the sender receives the facsimile machine answer back confirming receipt by the recipient.

15.12 Waiver.

Any Party hereto which is entitled to the benefits of this Agreement may, and has the right to, unless otherwise provided, waive any term or condition hereof at any time on or prior to the Closing Date, provided however that such waiver shall be evidenced by written instrument duly executed on behalf of such Party.

15.13 Amendments.

No amendment, modification or supplement to this Agreement shall be effective unless provided in writing and signed by all the Parties hereto and approved by all necessary governmental regulatory authorities.

15.14 Remedies Cumulative

The rights and remedies of the Parties under this Agreement are cumulative and in addition to and not in substitution for any rights or remedies provided by law. Any single or partial exercise by any Party hereto of any right or remedy for default or breach of any term, covenant or condition of this Agreement does not waive, alter, affect or prejudice any other right or remedy to which such Party may be lawfully entitled for the same default or breach.

15.15 Counterparts.

This Agreement may be executed in several counterparts (by original or facsimile signature), each of which when so executed shall be deemed to be an original and each of such counterparts, if executed by each of the Parties, shall constitute a valid and enforceable agreement among the Parties.

-The remainder of this page is intentionally left blank. Signature page to follow.-

IN WITNESS WHEREOF this agreement has been executed by the Parties hereto as of the date first above written.

DAVITA CAPITAL INC.

Per: /s/ Sheri Rempel

Authorized Signatory
Name: Sheri Rempel
Position: CFO

DRAFT LABEL TECHNOLOGIES INC.

Per: /s/ Shafin Tejani

Authorized Signatory
Name: Shafin Tejani
Position: Director

SHAREHOLDERS OF DRAFT LABEL TECHNOLOGIES INC.

VICTORY SQUARE LABS INC.

/s/ Shafin Tejani

Authorized Signatory

WATER STREET ASSETS INC.

/s/ Greg Hall

Authorized Signatory

1706919 ALBERTA LTD.

/s/ Mike Rowan

Authorized Signatory

0899014 B.C. Ltd.

/s/ Manny Padda

Authorized Signatory

FIRETONIC ENTERTAINMENT INC.

/s/ Ray Walia

Authorized Signatory

GRAVIT-E TECHNOLOGIES INC.

/s/ Nick Oostveen

Authorized Signatory

SIGNED and DELIVERED by **MARK TADROS** in)
the presence of:)

Witness (Signature))

Name (please print))

/s/ **MARK TADROS**

MARK TADROS

SIGNED and DELIVERED by **JEFFREY JANG** in)
the presence of:)

Witness (Signature))

Name (please print))

/s/ **JEFFREY JANG**

JEFFREY JANG

SIGNED and DELIVERED by **BINU KOSHY** in)
the presence of:)

Witness (Signature))

Name (please print))

/s/ **BINU KOSHY**

BINU KOSHY

SIGNED and DELIVERED by **TOM
MAYENKNECHT** in the presence of:

Witness (Signature)

Name (please print)

)
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/s/ **TOM MAYENKNECHT**

TOM MAYENKNECHT

Schedule "A"
DLT Target Shareholders

Shareholder Name	Number of Shares in DLT	Number of shares in Purchaser Capital Inc. following Exchange
Mark Tadros	283	2,405,261
Victory Square Labs Inc.	940	7,989,209
Water Street Assets Inc.	127	1,079,393
Jeffrey Jang	35	297,470
1706919 Alberta Ltd.	35	297,470
0899014 B.C. Ltd.	805	6,841,821
Binu Koshy	354	3,008,702
Kapil Nanalal	291	2,473,255
FireTonic Entertainment Inc.	15	127,487
Peter Smyrniotis	15	127,487
Tom Mayenknecht	15	127,487
Gravit-e Technologies Inc.	50	424,958
TOTAL	2,965	25,200,000

Schedule “B”
Required Document Disclosure and Productions

The following document productions and disclosures are required:

1. Personal Information Forms (PIFs) for the Exchange and the Prospectus.
2. Audited Financial Statements with MD&A compliant with International Financial Reporting Standards (IFRS) for both DLT and PDL USA Inc. for the two most recently completed fiscal years prior to closing.
3. Interim Financial Statements (or consolidated as required) to the most recent financial period prior to closing for both DLT and PDL USA Inc. Interims to be reviewed by auditor but audit not necessary.
4. List of business milestones to be achieved for the next 12 month period. Each milestone must describe the cost to achieve and the expected date it will be achieved.
5. Accurate working capital figure as of the last day of the month preceding closing including the following: (a) cash assets, (b) list of all long and short terms payables (c) related party debt.
6. Detailed budget for the next 12 month period including a detailed monthly breakdown of general and administrative expenses.
7. Complete, accurate and current minute books for both DLT and PDL USA Inc.
8. Full business plan including description of the business, marketing plan, competition, and risk factors.
9. Director and Officer Biographies describing the previous 5 years work experience, including starting and ending months, company names, and job descriptions.
10. Signatures and certifications for the prospectus and Exchange application documents.
11. Copies of all agreements since inception of both DLT and PDL USA Inc.
12. Description of all convertible security agreements including options, warrants, and convertible notes.
13. Description of executive compensation as set out in the following table:

Name and Position	Year	Salary, consulting fee, retainer or commission	Bonus (\$)	Committee or meeting fees (\$)	Value of perquisites (\$)	Value of all other compensation (\$)	Total Compensation (\$)

14. A list of all shares, options, and convertible securities issued to all directors and officers over the last two years.
15. For all shareholders, a list of anyone holding 20% or more of company stock.
16. A list of all related parties.
17. Description of all transactions with related parties over the past three years.
18. Copy of stock option plan (if one exists).
19. List of all Intellectual Property including patent, trademark and copyright applications and registrations.
20. Documents demonstrating the chain of title for all Intellectual Property.

21. Description of where the all company assets are held, including where servers are located and who maintains them.
22. Description of the security systems in place to protect the company from cyber terrorism.
23. Compensation proposed to be paid to all consultants and management over the next 12 months.
24. Contact sheet for everyone at the company including outside consultants and accountants.
25. List of any assets, businesses or shares purchased by the company over the last 5 years.
26. Provide all loan agreements, liens, and encumbrances on any asset of the company.
27. Name and age of each officer and director and the percentage of time their time they will be devoting to the present company.
28. Detailed description of the financial experience of the two independent directors (meaning not officers or employees who are proposed to be the members of the audit committee).