

## AMENDED AND RESTATED ASSET PURCHASE AGREEMENT

This Agreement is made, amended and restated this January 5, 2015 (the “**Agreement**”)

AMONG:

**DESMOND GRIFFIN**, a businessman residing in British Columbia, Canada with a principal address at 4139 Virginia Crescent, North Vancouver, BC V7R 3Z7

AND:

**PENNY GREEN**, a businesswoman residing in British Columbia, Canada with a principal address at 3788 Southridge Avenue, West Vancouver, BC V7V 3J1

(Desmond Griffin and Penny Green, collectively, the “**Vendor**”)

AND:

**CLOVER ACQUISITIONS INC.**, a company incorporated under the laws of British Columbia, Canada, with a registered office at Suite 1820 – 925 West Georgia Street, Vancouver, British Columbia V6C 3L2

(the “**Purchaser**”)

(each a “**Party**”, together, the “**Parties**”)

WHEREAS:

- A. The Vendor is the owner of certain assets; and
- B. The Vendor desires to sell, and the Purchaser desires to buy, the Purchased Assets (as defined below), upon the terms and conditions described herein.

NOW THEREFORE in consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereto agree as follows:

### 1. DEFINITIONS

For the purpose of this Agreement, the following definitions shall apply:

- 1.1 “**Action**” has the meaning ascribed to it in Section 5.1(d);
- 1.2 “**Affiliate**” means, with respect to any Party, any other Person directly or indirectly controlling, directly or indirectly controlled by, or under direct or indirect common control with, such Party, or if such Party is a partnership, any general partner of such Party or a Person controlling any such general partner;
- 1.3 “**Agreement**” has the meaning ascribed to it in the preamble;
- 1.4 “**Bill of Sale**” has the meaning ascribed to it in Section 4.2(a);

- 1.5 **“Books and Records”** means all records that Vendor possesses, controls or has the right to possess or control that contain information useful or necessary for:
- (a) carrying on the business of Vendor as it relates to the Purchased Apps;
  - (b) exploiting and/or understanding the Purchased Contracts;
  - (c) exploiting and/or understanding the Purchased Intellectual Property;
  - (d) exploiting and/or understanding the Purchased Apps;
  - (e) exploiting and/or understanding the Purchased Technology; and/or

Books and Records includes, without limitation, the Purchased Apps in both source code and compiled form stored on any medium, including on any network or cloud platform, technical documentation, specifications, data, databases, business records, market studies, research, surveys, customer lists, customer preferences and requirements, forms, designs, diagrams, drawings, specifications, technical data, computer accounts, and any passwords, encryption certificates, permissions or keys required to access any of these or required to access or use any other of the Purchased Assets;

- 1.6 **“Business Day”** means each day which is not a Saturday, Sunday, a statutory holiday or other day on which banking institutions are authorized or obligated by Law to close in the Province of British Columbia;
- 1.7 **“Closing”** has the meaning ascribed to it in Section 4.1;
- 1.8 **“Closing Date”** has the meaning ascribed to it in Section 4.1;
- 1.9 **“Closing Documents”** means the documents referred to in Sections 4.2 and 4.3;
- 1.10 **“Computer Software”** means any computer or software program, whether or not for web usage, operating system, applications system, firmware, software or rights thereto of any nature, whether operational, under development or inactive, including all object code, source code, program files, data files, computer related data, field and data definitions and relationships, data definition specifications, data models, program and system logic, interfaces, passwords, portals, application programming interfaces (APIs), program modules, routines, sub-routines, algorithms, program architecture, design concepts, system designs, program structure, sequence and organization, screen displays and report layouts, technical manuals, user manuals and other documentation, whether in machine-readable form, programming language or any other language or symbols, and whether stored, encoded, recorded or written on disk, tape, film, memory, device, paper or other media of any nature;
- 1.11 **“Consideration Shares”** has the meaning ascribed to it in Section 2.4;
- 1.12 **“Encumbrance”** means any charge, claim, community property interest, condition, easement, covenant, warrant, demand, encumbrance, equitable interest, lien, mortgage, option, purchase right, pledge, security interest, right of first refusal or other right of third parties or restriction of any kind, including any restriction on use, voting, transfer, receipt of income or exercise of any other attribute of ownership;
- 1.13 **“Exchange”** means the Canadian Securities Exchange;

- 1.14 **“Governmental Authority”** means any federal, provincial or local government, governmental, regulatory or administrative authority, agency, self-regulatory body, instrumentality or commission, and any court, tribunal or judicial or arbitral body (including private bodies) and any political or other subdivision, department or branch of any of the foregoing;
- 1.15 **“Intellectual Property”** means all intellectual property existing in any jurisdiction worldwide, whether registered or unregistered, and includes, without limitation: patents, trademarks, trade names, business names, copyrights, industrial designs, confidential information including without limitation trade secrets, and all similar proprietary rights, including all rights in inventions, Know-how, technology, formulas, processes; ideas, concepts, methodologies, or other discoveries conceived or reduced to practice, whether patentable or not; and registrations and applications for registration thereof. Intellectual Property includes, without limitation, all of the following in any jurisdiction throughout the world and all rights therein:
- (a) proprietary rights provided under patent law, copyright law, trade-mark law, industrial design law, trade secret law, database protection law or any other applicable statutory provision or otherwise arising at law or in equity anywhere in the world;
  - (b) rights to claim priority from applications to protect intellectual property under the Paris Convention for the Protection of Industrial Property or any other similar laws or treaties;
  - (c) trade-secret rights and all other rights in confidential business or technical information;
  - (d) all rights in internet sites, domain names and webpages;
  - (e) all rights in databases and data collections; and
  - (f) any rights similar or equivalent to any of the foregoing;
- 1.16 **“Intellectual Property Assignment Agreement”** has the meaning ascribed thereto in Section 4.2(b);
- 1.17 **“Know-how”** means any and all technical data, information, materials, trade secrets, technology, formulas, processes, and ideas, including any improvements thereto, in any form in which the foregoing may exist;
- 1.18 **“knowledge”** means, with respect to the Vendor, the actual knowledge of Desmond Griffin and Penny Green;
- 1.19 **“Law”** means any federal, provincial or local statute, law, rule, ordinance, code or regulation of any Governmental Authority;
- 1.20 **“Liability”** shall mean all debts, liabilities, costs, guarantees, commitments and obligations, whether fixed, contingent or absolute, asserted or unasserted, matured or unmatured, liquidated or unliquidated, accrued or not accrued, known or unknown, due or to become due, direct or indirect whenever or however arising (including whether arising out of any contract, common law or tort based on negligence or strict liability) and whether

or not the same would be required by generally accepted principles and accounting policies to be reflected in financial statements or disclosed in the notes thereto.

- 1.21 **“Listing Date”** means the date on which the common shares of the Reporting Issuer are first listed for trading on the Canadian Securities Exchange;
- 1.22 **“Order”** has the meaning ascribed to it in Section 5.1(d);
- 1.23 **“Person”** means any natural person, company, corporation, limited liability company, general or limited partnership, trust, proprietorship, joint venture, or other business entity, unincorporated association, organization or enterprise, or any Governmental Authority;
- 1.24 **“Purchase Price”** has the meaning ascribed to it in Section 2.4;
- 1.25 **“Purchased Apps”** means the Computer Software relating to the Glance Payments Application, the Glance Mobile Application, the Calendar Glance Application; the Glance Ahead Application, the Invest Glance Application and the Biz Glance Application;
- 1.26 **“Purchased Assets”** has the meaning ascribed to it in Section 2.1;
- 1.27 **“Purchased Domain Names”** means the domain names [www.glancepayments.com](http://www.glancepayments.com), [www.glancepay.co](http://www.glancepay.co), [www.glancemobile.com](http://www.glancemobile.com), [www.calglance.com](http://www.calglance.com), [www.glanceahead.co](http://www.glanceahead.co), [www.investglance.com](http://www.investglance.com), [www.bizglance.co](http://www.bizglance.co) and any and all domain names incorporating the term “glance” or any terms confusingly similar thereto that is owned by the Vendor; and any and all rights of renewal in and to the foregoing.
- 1.28 **“Purchased Intellectual Property”** means all Intellectual Property relating to the Purchased Apps that the Vendor owns, possesses, or controls or has the right to own, possess or control, and includes, without limitation, the Purchased Trademarks, all intellectual property rights in the Purchased Apps; all intellectual property rights in the Purchased Domain Names and the Purchased Websites; all intellectual property rights in the Purchased Technology; and all intellectual property rights in the Books and Records and in the information described in the Books and Records. Purchased Intellectual Property includes:
- (a) the right to register, prosecute, maintain or record any such intellectual property with any Governmental Authority,
  - (b) all rights to damages and payments for past, present and future infringements or misappropriations thereof, and
  - (c) all goodwill associated with such intellectual property rights;
- 1.29 **“Purchased Technology”** means:
- (a) any and all analytical tools, computer systems, applications, specifications, data sets, databases, statistical methods, process support systems, protocols, processes, methods, procedures, instructions, formulae, algorithms, techniques, Know-how, devices, materials, data, and technical information including documentation, diagrams, comments, specifications, all expressed in any form in any medium (including unrecorded information known to one or more of the inventors, principal investigators and/or other individuals of the Vendor); and

- (b) any and all modifications, variations, updates, enhancements and improvements in and to any of the foregoing in subsection 1.29(a) above that have been conceived or reduced to practice in all or in part by any of the inventors, principal investigators and/or other individuals of Vendor

that the Vendor possesses, owns or controls or has the right to possess, own or control relating to the Purchased Apps;

1.30 **“Purchased Trademarks”** means:

- (a) all trademarks (whether registered or not) used by the Vendor relating to the Purchased Apps, the Purchased Websites and/or the Purchased Domain Names;
- (b) all rights at common law to the trademarks covered by (a) and (b) above;
- (c) all goodwill associated with such trademarks;
- (d) all rights to bring suit for past or future infringement of such trademarks;
- (e) all rights to apply to register such trademarks in any jurisdiction; and
- (f) all right, title and interest in and to any application(s) for registration and/or registration(s) for such trademarks or renewal(s) thereof in all jurisdictions;

1.31 **“Purchased Websites”** means the group of world wide web pages located at any of the Purchased Domain Names;

1.32 **“Purchaser”** has the meaning ascribed to it in the preamble;

1.33 **“Reporting Issuer”** means a company that is a reporting issuer with which the Purchaser intends to enter into an arrangement agreement and plan of arrangement;

1.34 **“Tax”** means any and all taxes, fees, levies, duties, tariffs, imposts and other charges of any kind (together with any and all interest, penalties, additions to tax and additional amounts imposed with respect thereto) imposed by any Governmental Authority, including: taxes or other charges on or with respect to income, franchise, windfall or other profits, gross receipts, property, sales, use, equity interests, payroll, employment, social security, workers' compensation, unemployment compensation; taxes or other charges in the nature of excise, withholding, ad valorem, stamp, transfer, value-added or gains taxes; license, registration and documentation fees; and customers' duties, tariffs and similar charges;

1.35 **“Terminating Purchaser Breach”** has the meaning ascribed to it in Section 11.1(d);

1.36 **“Terminating Vendor Breach”** has the meaning ascribed to it in Section 11.1(c);

1.37 **“Third Party”** means any Person who is not a Party. Third Party shall not include an Affiliate of a Party, except where the context otherwise requires;

1.38 **“Transaction Documents”** means the documents listed in Sections 4.2 and 4.3;

1.39 **“Transactions”** has the meaning ascribed to it in Section 5.1(b); and

1.40 “Vendor” has the meaning ascribed to it in the preamble.

## 2. PURCHASE AND SALE OF ASSETS

2.1 Purchase and Sale of Assets. On and subject to the terms and conditions of this Agreement, at the Closing, the Vendor shall sell, assign, transfer, convey and deliver to Purchaser, and Purchaser shall purchase and acquire from the Vendor, free and clear of all Encumbrances, all of the Vendor’s right, title and interest, as of the Closing, in and to the following assets, properties and rights (collectively, the “**Purchased Assets**”):

- (a) the Purchased Intellectual Property;
- (b) the Purchased Apps;
- (c) the Purchased Technology;
- (d) the Books and Records; and
- (e) all of the good will associated with or related to the foregoing (the “**Goodwill**”).

2.2 Excluded Assets. Notwithstanding anything to the contrary contained in this Agreement, from and to the Closing, the Vendor shall retain all of its right, title and interest in and to all of its assets, other than the Purchased Assets, and it is acknowledged and agreed that Section 2.1 will not apply to:

- (a) tangible assets developed by the Vendor after the date of this Agreement; or
- (b) non-implemented ideas of the Vendor before the date of this Agreement.

2.3 Excluded Liabilities. The Purchaser will not assume any liability or obligation of Vendor in connection with the Purchaser’s purchase of the Purchased Assets pursuant to this Agreement.

2.4 Purchase Price. In consideration of the sale by the Vendor of the Purchased Assets to the Purchaser, the Purchaser agrees to pay to the Vendor an aggregate purchase price of (\$540,000) (the “**Purchase Price**”). The Purchase Price is payable in the form of twenty-seven million (27,000,000) fully paid and non-assessable common shares in the capital of the Purchaser (the “**Consideration Shares**”) at a deemed value of one half cent Canadian (CDN \$0.02) per share for a total deemed value equal to the Purchase Price. The Consideration Shares shall be issued to the following people in the following amounts on the Closing Date:

- (a) 15,000,000 Consideration Shares to Desmond Griffin;
- (b) 12,000,000 Consideration Shares to Penny Green;

2.5 Allocation of Purchase Price. The Purchaser and the Vendor shall agree to allocate the Purchase Price among the Purchased Assets within 30 days after the Closing, and to report the sale and purchase of the Purchased Assets for all federal, provincial and local Tax purposes in a manner consistent with such allocation, and shall not dispute such allocation in connection with any audit or other proceeding thereafter, and will each complete all tax returns, designations and elections in a manner consistent with the final allocation and otherwise follow the allocation of the Purchase Price for all tax purposes on

and subsequent to the Closing Date and not take any position inconsistent with the final allocation of the Purchase Price. If such allocation of the Purchase Price is disputed by any taxation or other Governmental Authority, the Party receiving notice of such dispute will promptly notify the other Party and the Parties will use their reasonable best efforts to sustain the final allocation of the Purchase Price, and will share information and cooperate to the extent reasonably necessary to permit the Transactions contemplated by this Agreement to be properly, timely and consistently reported.

### 3. EXCHANGE AGREEMENT, RESALE RESTRICTIONS AND LEGENDING OF SHARE CERTIFICATES

- (a) The Vendor acknowledges that Purchaser may enter into an exchange agreement whereby the Consideration Shares will be exchanged on a 1-for-1 basis for common shares of the Reporting Issuer, which Reporting Issuer intends to list on the Canadian Securities Exchange. In the event of such an occurrence, the Consideration Shares will be subject to stock restrictions on terms set out in a Stock Restriction Agreement, which the Vendor will ensure is executed and delivered to the Purchaser concurrently with the closing of any such arrangement agreement and which will contain the following vesting schedule:

<b>Vesting Date</b>	<b>Proportion of Consideration Shares Vesting</b>
On the Listing Date	10%
6 months after the Listing Date	15%
12 months after the Listing Date	15%
18 months after the Listing Date	15%
24 months after the Listing Date	15%
30 months after the Listing Date	15%
36 months after the Listing Date	The remainder

- (b) The Vendor acknowledges that the certificate(s) representing the Consideration 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.”

#### 4. CLOSING TRANSACTIONS

4.1 Unless this Agreement shall have been terminated pursuant to the terms and conditions hereof, the closing of the Transaction (the “**Closing**”) will take place on or before 5:00 p.m., Pacific Standard Time on a date to be set by the Purchaser by giving notice in writing to the Vendor (the “**Closing Date**”), which Closing Date shall be no later than August 31, 2015, at the offices of Bacchus Law Corporation, Suite 1820 - 925 West Georgia Street, Vancouver, British Columbia V6C 3L2. The Vendor and the Purchaser shall do all such acts and things and shall prepare, execute and deliver all documentation that may be appropriate, necessary or desirable to give effect to this Agreement and Close the Transactions.

4.2 Actions and Deliveries by Vendor. At the Closing, the following shall be assigned, transferred, conveyed and delivered to the Purchaser without further action required by the Vendor or the Purchaser:

- (a) the Bill of Sale, executed by the Vendor, in substantially the same form and substance as attached hereto as Schedule “A” (the “**Bill of Sale**”), executed by the Vendor;
- (b) an assignment of the Intellectual Property, in substantially the same form and substance as attached hereto as Schedule “B” (the “**Intellectual Property Assignment Agreement**”), executed by the Vendor; and
- (c) such other agreements and instruments, executed by the applicable parties, as may be reasonably requested by the Purchaser to fully and effectively consummate the Transactions.

4.3 Actions and Deliveries by Purchaser. At the Closing, the Purchaser shall deliver to the Vendor:

- (a) a share certificate in the name of Desmond Griffin for 15,000,000 shares of the Purchaser, representing the Vendor’s Consideration Shares;
- (b) a share certificate in the name of Penny Green for 12,000,000 shares of the Purchaser, representing Penny Green’s Consideration Shares;
- (c) the Bill of Sale, executed by the Purchaser;
- (d) the Intellectual Property Assignment Agreement, executed by the Purchaser; and
- (e) such other agreements and instruments, executed by the applicable parties, as may be reasonably requested by the Vendor to fully and effectively consummate the Transactions.

#### 5. REPRESENTATIONS AND WARRANTIES OF THE VENDOR

5.1 Representations and Warranties. The Vendor hereby makes the following representations and warranties to the Purchaser and acknowledges that the Purchaser is relying on such representations and warranties in entering into this Agreement and completing the Transactions:

- (a) Standing and Power.



- (i) Desmond Griffin is a businessman of North Vancouver, British Columbia. He has the requisite power and authority and all necessary permits, authorizations, consents, and approvals of all Governmental Authorities to own, lease and operate his properties and to carry on his business as now being conducted and as proposed to be conducted. Desmond Griffin is duly qualified or licensed to do business and is in good standing in each jurisdiction where the character of the properties owned, leased or operated by him or the nature of his business makes such qualification or licensing necessary.
  - (ii) Penny Green is a businesswoman of West Vancouver, British Columbia. She has the requisite power and authority and all necessary permits, authorizations, consents, and approvals of all Governmental Authorities to own, lease and operate her properties and to carry on her business as now being conducted and as proposed to be conducted. Penny Green is duly qualified or licensed to do business and is in good standing in each jurisdiction where the character of the properties owned, leased or operated by her or the nature of her business makes such qualification or licensing necessary.
- (b) Authority Relative to this Agreement and Related Matters. The execution and delivery of this Agreement and the Transaction Documents by the Vendor, the performance by the Vendor of its obligations hereunder and thereunder, and the consummation by the Vendor of the transactions contemplated hereby and thereby have been duly authorized by all necessary action of the Vendor and no other act or proceeding on the part of or on behalf of the Vendor is necessary to approve the (i) execution and delivery of this Agreement and the consummation by the Vendor of the transactions contemplated hereby (the “**Transactions**”), (ii) performance by the Vendor of its obligations hereunder and thereunder, and (iii) consummation of the transactions contemplated hereby and thereby. This Agreement has been duly executed and delivered by the Vendor and, assuming the due authorization, execution and delivery hereof by the Purchaser, constitutes the legal, valid and binding obligation of the Vendor, enforceable against the Vendor in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization and other similar laws relating to or affecting creditors’ rights generally and by general equitable principles (regardless of whether such enforceability is considered in a proceeding in equity or at law).
- (c) No Conflict: Required Filings and Consents. The execution and delivery of this Agreement by the Vendor do not, and the consummation by the Vendor of the Transactions will not, (a) conflict with or violate any Law or Order applicable to the Vendor or by which the Vendor or any of its properties is bound, (b) result in a breach of or constitute a default (or an event that with notice or lapse of time or both would become a default) under, or give rise to any right of termination, acceleration or cancellation under, or result in the creation of an Encumbrance on any of the Purchased Assets pursuant to, any note, bond, mortgage, indenture, contract, agreement, lease, license or other instrument or obligation to which the Vendor is a party or by which the Vendor or any of its properties is bound, or (c) require the Vendor to obtain any consent, approval, authorization or permit of, or to make any filing with or notification to, any Governmental Authority.

- (d) Absence of Litigation. As of the date hereof, (a) there is no private or governmental action, suit, proceeding, litigation, arbitration or investigation (“**Action**”) pending or, to the knowledge of the Vendor, threatened against the Vendor before any Governmental Authority that, if adversely determined, would prohibit, prevent, enjoin, restrict or materially impair or delay any of the Transactions, and (b) there is no legally binding judgment, decree, order, injunction, decision or award of any Governmental Authority (“**Order**”) against the Vendor that would prohibit, prevent, enjoin, restrict or materially impair or delay any of the Transactions.
- (e) Bankruptcy. The Vendor has not made an assignment in favour of its creditors, made a proposal in bankruptcy to its creditors or any class thereof, had any petition for a receiving order presented in respect of it, or made or had done anything similar to the foregoing. The Vendor has not initiated proceedings with respect to a compromise or arrangement with its creditors or for its winding up, liquidation or dissolution. No receiver has been appointed in respect of the Vendor or any of the Purchased Assets and no execution or distress has been levied upon any of the Purchased Assets.
- (f) Title. The Vendor has good and valid title to the Purchased Assets, free and clear of all Encumbrances, and upon consummation of the Transactions, the Vendor shall transfer and convey to the Purchaser all right, title and interest of the Vendor in and to the Purchased Assets, free and clear of all Encumbrances.
- (g) Compliance with Laws. The Vendor has complied, and the Vendor’s business is now being conducted in compliance, with all Laws applicable to the Vendor’s business or the Purchased Assets.
- (h) Taxes. The Vendor is not a non-resident person within the meaning of the *Income Tax Act* (Canada).
- (i) Intellectual Property.
- (i) The Vendor is the sole owner of all rights, title, and interests in and to the Purchased Intellectual Property;
  - (ii) The Purchased Intellectual Property is free and clear of any Encumbrances;
  - (iii) The Purchased Intellectual Property comprises all patents, trade-marks, including the Purchased Trademarks, trade names, copyrights, industrial designs, business names, certification numbers, inventions, Know-how, service marks, formulae, processes, technology, trade-secrets, computer systems and software, including the Purchased Apps, and other industrial or intellectual property necessary to conduct the business of the Vendor;
  - (iv) The Vendor has obtained waivers of all moral rights from all natural persons who have contributed to the authorship of any copyright materials included in the Purchased Assets including all persons who authored any part of the Purchased Apps;
  - (v) The Vendor has not used or enforced, or failed to use or enforce, any of the Vendor’s rights in and to Purchased Intellectual Property in any manner which could limit its validity or result in its invalidity of any rights therein;

- (vi) There has been no infringement or violation of the Vendor's rights in and to the Purchased Intellectual Property or any trade secrets or confidential information, nor any claim of adverse ownership, invalidity or other opposition to or conflict with any of the Purchased Intellectual Property; and
- (vii) The Vendor is not and has not engaged in any activity that violates or infringes any intellectual property rights of any other person.

- 5.2 Survival of Covenants, Representations and Warranties of the Vendor. To the extent that they have not been fully performed at or prior to the Closing Date, and unless otherwise provided, the covenants, representations and warranties of the Vendor contained in this Agreement and any agreement, instrument, certificate or other document executed or delivered pursuant to this Agreement shall survive the Closing and shall continue for the benefit of the Purchaser for a period of five years notwithstanding such Closing, nor any investigation made by or on behalf of the Purchaser or any knowledge of the Purchaser.
- 5.3 Consents. The Vendor shall use its best efforts to make, give or obtain, at or prior to the Closing Date, the filings, notifications, consents, approvals, authorizations and waivers of any Third Party that are necessary to effect the Transactions.
- 5.4 Preserve Goodwill. The Vendor shall use its best efforts to preserve intact the Vendor's business and the Purchased Assets and to carry on the Vendor's business as currently conducted, and to promote and preserve for the Purchaser the goodwill of suppliers, customers and others having business relations with the Vendor.
- 5.5 Discharge Liabilities. The Vendor shall pay and discharge the liabilities of the Vendor relating to the Vendor's business in the ordinary course in accordance and consistent with the past practice of the Vendor, except those contested in good faith by the Vendor.
- 5.6 Vendor Action. The Vendor shall take all necessary action, steps and proceedings to approve or authorize, validly and effectively, the execution and delivery of this Agreement and the other agreements and documents contemplated by this Agreement and to complete the transfer of the Purchased Assets to the Purchaser free and clear of all Encumbrances.
- 5.7 Delivery of Records. On the Closing Date, the Vendor shall deliver to the Purchaser all the Books and Records. The Purchaser agrees that it will preserve such Books and Records so delivered to it for a period of six years from the Closing Date, or for such longer period as is required by any applicable Law, and will permit the Vendor or its authorized representatives reasonable access thereto in connection with the affairs of the Vendor, but the Purchaser shall not be responsible or liable to the Vendor for or as a result of any accidental loss or destruction of or damage to any such Books and Records.

## **6. REPRESENTATIONS AND WARRANTIES OF PURCHASER**

- 6.1 Representations and Warranties. The Purchaser hereby represents and warrants to the Vendor that:
  - (a) Organization. The Purchaser is duly organized, validly existing and in good standing under the Laws of its jurisdiction of organization and has the requisite limited liability company power and authority to own, operate or lease the properties that it purports to own, operate or lease and to carry on its business as it is now being conducted.

- (b) Authority Relative to this Agreement and Related Matters. The Purchaser has all necessary corporate or limited liability company power and authority, as the case may be, to enter into this Agreement and to carry out its obligations hereunder. The execution and delivery by the Purchaser of this Agreement and the consummation by the Purchaser of the Transactions have been duly authorized by all necessary corporate or limited liability company (as applicable) action on the part of the Purchaser. This Agreement has been duly executed and delivered by the Purchaser and, assuming the due authorization, execution and delivery hereof by the Vendor, constitutes the legal, valid and binding obligation of the Purchaser, enforceable by the Purchaser in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization and other similar laws relating to or affecting creditors' rights generally and by general equitable principles (regardless of whether such enforceability is considered in a proceeding in equity or at law).
- (c) No Conflict; Required Filings and Consents. The execution and delivery of this Agreement by the Purchaser does not, and the consummation of the Transactions will not, (a) conflict with or violate the organizational or governing documents of the Purchaser, (b) conflict with or violate any Law or Order applicable to the Purchaser or by which the Purchaser or any of its respective properties is bound, (c) result in a breach of or constitute a default (or an event that with notice or lapse of time or both would become a default) under, or give rise to any right of termination, acceleration or cancellation under, any note, bond, mortgage, indenture, contract, agreement, lease, license or other instrument or obligation to which the Purchaser is a party or by which the Purchaser or any of their respective properties is bound, or (d) require the Purchaser to obtain any consent, approval, authorization or permit of, or to make any filing with or notification to, any Governmental Authority.

## **7. COVENANTS OF VENDOR**

- 7.1 Conduct of Vendor Pending the Closing. The Vendor shall not, between the date of this Agreement and the Closing Date or the earlier termination of this Agreement, do or agree to do any of the following without the prior written consent of the Purchaser:
- (a) take or fail to take, or agree to take or fail to take, any action which would make any representation or warranty made by the Vendor herein untrue or incorrect in any material respect;
  - (b) sell, lease, license, encumber, transfer or otherwise dispose of any Purchased Assets; and
  - (c) agree to do any of the foregoing.
- 7.2 Notification of Certain Events. The Vendor shall give prompt notice to the Purchaser if any of the following occurs after the date of this Agreement: (i) there has been a material failure of the Vendor to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by it hereunder; (ii) receipt by the Vendor of any material notice or other communication from any Governmental Authority in connection with the Transactions; (iii) the occurrence of an event which would cause a condition in Section 10.3 not to be satisfied; or (iv) the commencement or threat, in writing, of any Action against the Vendor, or any of its properties, with respect to the Transactions and/or any of the Purchased Assets. No such notice to the Purchaser shall have any effect on the determination of whether or not any of the conditions to Closing or to the

consummation of the Transactions have been satisfied or in determining whether or not any of the representations, warranties or covenants contained in this Agreement have been breached.

## **8. COVENANTS OF THE PURCHASER**

8.1 Conduct of the Purchaser Pending the Closing. The Purchaser covenants and agrees that, except as otherwise contemplated by this Agreement or unless the Vendor shall give its prior written consent, the Purchaser shall not, between the date of this Agreement and the Closing Date or the earlier termination of this Agreement, take or fail to take, or agree to take or fail to take, any action which would make any representation or warranty made by the Purchaser herein untrue or incorrect in any material respect.

8.2 Notification of Certain Events. The Purchaser shall give prompt notice to the Vendor if any of the following occurs after the date of this Agreement: (i) there has been a material failure of the Purchaser to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by it hereunder; (ii) receipt by the Purchaser of any material notice or other communication from any Governmental Authority in connection with the Transactions; (iii) the occurrence of an event which would cause a condition in Section 10 not to be satisfied; or (iv) the commencement or threat, in writing, of any Action against the Purchaser, or any of its properties, with respect to the Transactions. No such notice to the Vendor shall have any effect on the determination of whether or not any of the conditions to Closing or to the consummation of the Transactions have been satisfied or in determining whether or not any of the representations, warranties or covenants contained in this Agreement have been breached.

## **9. ADDITIONAL AGREEMENTS OF THE PARTIES**

### **9.1 Commercially Reasonable Efforts.**

(a) Upon the terms and subject to the conditions hereof, each of the Parties agrees to use its commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable to consummate and make effective as promptly as practicable the Transactions and to vest in the Purchaser (and any transferee of Purchaser) good and marketable title to the Purchased Assets, including obtaining all consents, waivers, authorizations and approvals from Governmental Authorities and other third parties required for the consummation of the Transactions.

(b) From time to time after the Closing, at the request of the Purchaser (or any transferee of the Purchaser) and at such requesting party's expense, and without further consideration, the Vendor agrees on its own behalf, as well as on behalf of its subsidiaries, Affiliates, successors, assigns and legal representatives, to execute and deliver to the Purchaser any further documents or instruments and perform any further acts that may reasonably be deemed necessary or desirable by the Purchaser to vest, record, perfect, support and/or confirm the rights herein conveyed, or intended so to be, to the Purchaser (and any transferee of the Purchaser) with respect to Purchased Assets, including without limitation such assignments, agreements and limited powers of attorney as may be needed for recording or effectuating the transfer of the Purchase Assets in the United States. Nothing herein shall be deemed a waiver by the Purchaser of its right to receive at the Closing an effective assignment of such rights by Vendor as otherwise set forth in this Agreement. Without limiting the generality of the foregoing, the Vendor shall

execute and deliver to the Purchaser or obtain for delivery to the Purchaser, at the request of the Purchaser and at its expense, and without further consideration, any documents required to update record title to the owned Purchased Assets to reflect the Purchaser (and any transferee of the Purchaser) as the record owner in each jurisdiction in which such Purchased Assets exists.

- (c) From time to time after the Closing, at the request of the Purchaser and at its expense, and without further consideration, the Vendor shall assist the Purchaser (and any transferee of the Purchaser) as the Purchaser may reasonably require in connection with the defense or prosecution of any claim by or against any third party with respect to the ownership, validity, enforceability, infringement or other violation of or by the Purchased Assets.

9.2 Public Announcements. Each of the Parties agrees that no press release or announcement concerning this Agreement or the Transactions shall be issued by it or any of its Affiliates without the prior consent of the other Party (which consent shall not be unreasonably withheld or delayed), except as such release or announcement may be required by applicable Law or the rules or regulations of any securities exchange, in which case such Party shall use its commercially reasonable efforts to allow the other Party reasonable time to comment on such release or announcement in advance of such issuance.

## 10. CONDITIONS TO THE CLOSING

10.1 Mutual Condition Precedent. The respective obligations of each Party to consummate the Transactions shall be subject to the satisfaction or waiver (where permissible), on or prior to the Closing Date, of the condition that no Governmental Authority has enacted, issued, promulgated, enforced or entered any Law or Order (whether temporary, preliminary or permanent) that is then in effect and has the effect of making the Transactions illegal or otherwise preventing or prohibiting consummation of the Transactions.

10.2 Additional Conditions to Obligations of the Purchaser. The obligation of the Purchaser to consummate the Transactions shall also be subject to the satisfaction or waiver (where permissible), on or prior to the Closing Date, of each of the following conditions:

- (a) The representations and warranties of the Vendor set forth in Section 5 of this Agreement (i) that are qualified by the words “material” or “material adverse effect” shall be true and correct in all respects on and as of the Closing Date as if made on and as of such date and (ii) that are not so qualified shall be true and correct in all material respects on and as of the Closing Date as if made on and as of such date, except in any such case (x) for changes contemplated by this Agreement, and (y) to the extent that any such representation or warranty is made as of a specified date, in which case such representation or warranty shall remain true and correct (in all material respects, as the case may be) as of such date; and
- (b) The Vendor shall in all material respects have performed or complied with each obligation and covenant to be performed or complied with by the Vendor hereunder on or prior to the Closing Date.

10.3 Additional Conditions to Obligations of the Vendor. The obligation of the Vendor to consummate the Transactions shall also be subject to the satisfaction or waiver (where permissible), on or prior to the Closing Date, of each of the following conditions

- (a) The representations and warranties of the Purchaser set forth in Section 6 of this Agreement (i) that are qualified by the words “material” or “material adverse effect” shall be true and correct in all respects on and as of the Closing Date as if made on and as of such date and (ii) that are not so qualified shall be true and correct in all material respects on and as of the Closing Date as if made on and as of such date, except in any such case (x) for changes contemplated by this Agreement and by the Purchaser Disclosure Schedule, and (y) to the extent that any such representation or warranty is made as of a specified date, in which case such representation or warranty shall remain true and correct (in all material respects, as the case may be) as of such date.
- (b) The Purchaser shall in all material respects have performed or complied with each obligation and covenant to be performed or complied with by it hereunder on or prior to the Closing Date.

## 11. TERMINATION

11.1 Termination. This Agreement may be terminated and the Transactions may be abandoned at any time prior to the Closing Date:

- (a) by mutual written consent of the Purchaser and the Vendor;
- (b) by either the Vendor or the Purchaser if any Governmental Authority shall have enacted, issued, promulgated, enforced or entered any Law or Order that is, in each case, then in effect and is final and binding and has the effect of making the Transactions illegal or otherwise preventing or prohibiting consummation of the Transactions; provided, however, that the right to terminate this Agreement under this Section 11.1(b) shall not be available to any Party whose failure to fulfill any obligation under this Agreement has been the cause of, or resulted in, any such Law or Order to have been enacted, issued, promulgated, enforced or entered;
- (c) by the Purchaser (if the Purchaser is not in material breach of any of its representations, warranties, covenants or agreements under this Agreement), if there has been a breach by the Vendor of any of its representations, warranties, covenants or agreements contained in this Agreement, or if any representation or warranty of the Vendor shall have become inaccurate, in either case that would result in a failure of a condition set forth in Section 10.2(a) or 10.2(b) (“**Terminating Vendor Breach**”); provided, that if such Terminating Vendor Breach is reasonably curable by Vendor, within 30 days after the Vendor has received written notice from the Purchaser of such Terminating Vendor Breach, through the exercise of its commercially reasonable efforts and for as long as the Vendor continues to exercise such commercially reasonable efforts, the Purchaser may not terminate this Agreement under this Section 11.1(c) until the expiration of such 30-day period; or
- (d) by the Vendor (if the Vendor is not in material breach of any of its representations, warranties, covenants or agreements under this Agreement), if there has been a breach by the Purchaser of any of its representations, warranties, covenants or agreements contained in this Agreement, or if any representation or warranty of the Purchaser shall have become inaccurate, in either case that would result in a failure of a condition set forth in Section 10.3(a) or 10.3(b) (a “**Terminating Purchaser Breach**”); provided, that if such Terminating Purchaser Breach is reasonably curable by the Purchaser, within 30 days after the Purchaser has

received written notice from the Vendor of such Terminating Purchaser Breach, through the exercise of its commercially reasonable efforts and for as long as the Purchaser continues to exercise such commercially reasonable efforts, the Vendor may not terminate this Agreement under this Section 11.1(d) until the expiration of such 30-day period.

- 11.2 Effect of Termination. In the event of the termination of this Agreement pursuant to Section 11.1, this Agreement shall forthwith become void, and there shall be no liability on the part of any Party hereto or any of their respective Affiliates or the directors, officers, partners, members, managers, employees, agents or other representatives of any of them, and all rights and obligations of each Party hereto shall cease, except that nothing herein shall relieve any Party from liability for any willful breach of this Agreement. Without limiting the foregoing, Section 10.2 and this Section 11.2 shall survive the termination of this Agreement. Notwithstanding anything to the contrary contained in this Agreement, nothing shall limit or prevent any Party from exercising any rights or remedies it may have under Section 12.7 hereof in lieu of terminating this Agreement pursuant to Section 11.1.

## **12. GENERAL PROVISIONS**

- 12.1 Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed given (a) when delivered personally by hand (with written confirmation of receipt) or (b) one Business Day following the day sent by nationally-recognized overnight courier (with written confirmation of receipt), in each case at the addresses identified in the preamble of this Agreement (or to such other address as a Party may have specified by notice given to the other Party pursuant to this provision). Any notice or other communication that has been given or made as of a date that is not a Business Day shall be deemed to have been given or made on the next succeeding day that is a Business Day.
- 12.2 Headings. The headings contained in this Agreement and the disclosure schedules are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement or the disclosure schedules. Unless the context of this Agreement otherwise requires, words of any gender are deemed to include each other gender and words using the singular or plural number also include the plural or singular number, respectively.
- 12.3 Entire Agreement. This Agreement, including all Schedules, constitutes the entire agreement between the Parties with respect to the subject matter and supersedes all prior agreements, understandings, negotiations and discussions, whether written or oral. There are no conditions, covenants, agreements, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to the subject matter except as provided in this Agreement. No reliance is placed by any Party on any warranty, representation, opinion, advice or assertion of fact made by any Party or its directors, officers, employees or agents, to any other Party or its directors, officers, employees or agents, except to the extent that it has been reduced to writing and included in this Agreement.
- 12.4 Assignment. Neither this Agreement nor any rights or obligations hereunder shall be assigned by any Party without the prior written consent of the other Party. This Agreement shall be binding upon and inure solely to the benefit of each Party hereto and its successors and permitted assigns, and nothing in this Agreement, express or implied, is intended to confer upon any other Person any rights or remedies of any nature whatsoever



under this Agreement, other than Section 11 hereof (which is intended to be for the benefit of the Persons covered thereby and may be enforced by such Persons).

- 12.5 Governing Law; Consent to Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the Laws of the Province of British Columbia, without regard to conflicts of Laws principles thereof to the extent that the general application of the Laws of another jurisdiction would be required thereby. The Parties hereto hereby irrevocably submit to the jurisdiction of the courts of the Province of British Columbia, in any action or proceeding arising out of or relating to this Agreement, and the Parties hereby irrevocably agree that all claims in respect of such action or proceeding may be heard and determined exclusively in such court. The Parties hereto hereby irrevocably waive, to the fullest extent permitted by Law, any objection which they or any of them may now or hereafter have to the laying of the venue of any such action or proceeding brought in any such court, and any claim that any such action or proceeding brought in any such court has been brought in an inconvenient forum.
- 12.6 Severability. In case any provision in this Agreement shall be held invalid, illegal or unenforceable in a jurisdiction, such provision shall be modified or deleted, as to the jurisdiction involved, only to the extent necessary to render the same valid, legal and enforceable, and the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby nor shall the validity, legality or enforceability of such provision be affected thereby in any other jurisdiction.
- 12.7 Specific Performance. The Parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. Accordingly, the Parties further agree that each Party shall be entitled to seek an injunction or restraining order to prevent breaches of this Agreement and to seek to enforce specifically the terms and provisions hereof, this being in addition to any other right or remedy to which such Party may be entitled under this Agreement, at law or in equity.
- 12.8 Fees and Expenses. All fees, costs and expenses incurred in connection with this Agreement and the Transactions shall be paid by the Party incurring the same, regardless of the termination, if any, of this Agreement pursuant to Section 11.1.
- 12.9 Amendment. This Agreement may not be modified, amended, altered or supplemented except upon the execution and delivery of a written agreement executed by Purchaser and Vendor.
- 12.10 Waiver. At any time prior to the Closing Date, any Party hereto may (a) extend the time for the performance of any of the obligations or other acts of the other Party hereto, (b) waive any inaccuracies in the representations and warranties contained herein or in any document delivered pursuant hereto and (c) waive compliance with any of the agreements or conditions contained herein. Any such extension or waiver shall be valid if set forth in an instrument in writing signed by the Parties hereto. The failure of any Party hereto to assert any of its rights hereunder shall not constitute a waiver of such rights.
- 12.11 Independent Legal Advice. Each of the Parties acknowledges and agrees that:
- (a) Neither Green nor Bacchus Law Corporation has provided legal advice to either Party to this Agreement, and both 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 neither Green nor Bacchus Law Corporation is protecting the rights and interests of either Party to this Agreement; and

- (b) To the extent that the Parties decline to receive independent legal counsel in respect of this Agreement, the Parties hereby waive the right, (should a dispute later develop), to rely on their lack of independent legal counsel to avoid their 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. This Agreement shall not be construed against any Party by reason of the drafting or preparation thereof.

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

12.12 Counterparts and Delivery. This Agreement may be executed in one or more counterparts and delivered by electronic transmission or communication, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

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

**CLOVER ACQUISITIONS INC.**

Per:

"Penny Green"

Name: Penny Green

Title: Sole Director

SIGNED and DELIVERED by DESMOND  
GRIFFIN in the presence of: )  
)  
)  
)

"Kate Phillips"  
Witness (Signature) )

"Desmond Griffin"  
Desmond Griffin )

Kate Phillips  
Name (please print) )  
)  
)

SIGNED and DELIVERED by PENNY GREEN  
in the presence of: )  
)  
)  
)

"Kate Phillips"  
Witness (Signature) )

"Penny Green"  
Penny Green )  
)  
)

Kate Phillips  
Name (please print) )  
)  
)

**SCHEDULE "A"**

**Form of Bill of Sale**

**BILL OF SALE**

THIS BILL OF SALE and ASSIGNMENT AND ASSUMPTION AGREEMENT (the "**Agreement**") is made this 5<sup>th</sup> day of January, 2015.

AMONG:

**DESMOND GRIFFIN**, a businessman residing in British Columbia, Canada with a principal address at 4139 Virginia Crescent, North Vancouver, BC V7R 3Z7

AND:

**PENNY GREEN**, a businesswoman residing in British Columbia, Canada with a principal address at 3788 Southridge Avenue, West Vancouver, BC V7V 3J1

(Desmond Griffin and Penny Green, collectively, the "**Vendor**")

AND:

**CLOVER ACQUISITIONS INC.**, a company incorporated under the laws of British Columbia with a registered office at 1820 – 925 West Georgia Street, Vancouver, British Columbia V6C 3L2

(the "**Purchaser**")

WHEREAS:

- A. The Purchaser and the Vendor are parties to an Asset Purchase Agreement dated the 5<sup>th</sup> day of January, 2015 (the "**Asset Purchase Agreement**") between the Purchaser and the Vendor, whereby the Vendor has agreed to sell and the Purchaser has agreed to buy certain assets of the Vendor (the "**Purchased Assets**"); and
- B. The Purchaser and the Vendor are executing this Agreement pursuant to and subject to the terms of the Asset Purchase Agreement.

**NOW THEREFORE** this Agreement witnesses that for good and valuable consideration as described in the Asset Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged by each of the parties, the Purchaser and the Vendor agree as follows:

**1. DEFINITIONS.**

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

## **2. CONVEYANCE.**

- 2.1 Subject to the terms and conditions contained in the Asset Purchase Agreement, the Vendor does hereby sell, transfer, assign, convey and deliver unto the Purchaser, the Vendor's entire right, title and interest in and to the Purchased Assets, free and clear of all liens and encumbrances, and the Purchaser hereby accepts the sale, transfer, assignment, conveyance and delivery of all of the Vendor's right, title and interest in and to the Purchased Assets. Nothing in this Bill of Sale nor the consummation of the transactions shall be construed as an attempt or agreement to sell, transfer, assign, convey or deliver any non-assignable asset.

## **3. EXCLUDED ASSETS AND LIABILITIES.**

- 3.1 For greater certainty, nothing herein shall be construed as a transfer, sale, grant, conveyance, assignment or setting over by the Vendor to the Purchaser of any assets not identified as Purchased Assets in the Asset Purchase Agreement, or the assumption of any obligation or liability of the Vendor by the Purchaser. The Vendor will not be liable for any liability that arises from the Purchaser's operation of the Purchased Assets after the Closing Date. Except as specifically set forth or referred to herein, nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person any rights or remedies under or by reason of this Bill of Sale nor be relied upon other than the parties hereto and their permitted successors or assigns.

## **4. TRUST.**

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

## **5. SUBSTITUTION AND SUBROGATION.**

- 5.1 The conveyance of the Purchased Assets to the Purchaser is with full rights of substitution and subrogation of the Purchaser to the fullest extent possible in and to all covenants and warranties by others given or made in respect of the Purchased Assets or any part of them.

## **6. FURTHER ASSURANCES.**

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

**7. NO SUPERSEDING OR MERGER.**

- 7.1 The provisions contained in this Agreement shall not supersede or merge with any provision contained in the Asset Purchase Agreement, as such may be amended from time to time.

**8. GENERAL CONVEYANCE SUBJECT TO ASSET PURCHASE AGREEMENT.**

- 8.1 The provisions of this Agreement are subject to the Asset Purchase Agreement and in the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of the Asset Purchase Agreement; the provisions of the Asset Purchase Agreement shall prevail.

**9. GOVERNING LAW.**

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

**10. ENUREMENT.**

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

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

**11. COUNTERPARTS.**

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

**IN WITNESS WHEREOF**, the Vendor and the Purchaser have caused this Bill of Sale to be duly executed as of the date first written above.

**CLOVER ACQUISITIONS INC.**

Per:

\_\_\_\_\_  
Authorized Signatory

SIGNED and DELIVERED by DESMOND  
GRIFFIN in the presence of: )

\_\_\_\_\_) )  
\_\_\_\_\_) )

\_\_\_\_\_) )  
Witness (Signature) \_\_\_\_\_) )

\_\_\_\_\_) )  
\_\_\_\_\_) )

\_\_\_\_\_) )  
Name (please print) \_\_\_\_\_) )

\_\_\_\_\_  
Desmond Griffin

SIGNED and DELIVERED by PENNY GREEN )  
in the presence of: )

\_\_\_\_\_) )  
\_\_\_\_\_) )

\_\_\_\_\_) )  
Witness (Signature) \_\_\_\_\_) )

\_\_\_\_\_) )  
\_\_\_\_\_) )

\_\_\_\_\_) )  
Name (please print) \_\_\_\_\_) )

Penny Green

## SCHEDULE "B"

### Form of Intellectual Property Assignment Agreement

#### INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the "**Agreement**") is made this 5 day of January, 2015.

AMONG:

**DESMOND GRIFFIN**, a businessman residing in British Columbia, Canada with a principal address at 4139 Virginia Crescent, North Vancouver, BC V7R 3Z7

AND:

**PENNY GREEN**, a businesswoman residing in British Columbia, Canada with a principal address at 3788 Southridge Avenue, West Vancouver, BC V7V 3J1

(Desmond Griffin and Penny Green, collectively, the "**Assignor**")

AND:

**CLOVER ACQUISITIONS INC.**, a company incorporated under the laws of British Columbia with a registered office at 1820 – 925 West Georgia Street, Vancouver, British Columbia V6C 3L2

(the "**Assignee**")

**WHEREAS:**

- A. The Assignor and the Assignee are parties to an Asset Purchase Agreement dated the 5<sup>th</sup> day of January, 2015 (the "**Asset Purchase Agreement**") between the Assignor and the Assignee, whereby the Assignor has agreed to sell and the Assignee has agreed to buy certain assets of the Assignor (the "**Purchased Assets**");
- B. Upon the terms and subject to the conditions of the Asset Purchase Agreement, Assignor has agreed to sell, transfer, convey and deliver to Assignee, and Assignee has agreed to purchase, acquire and accept from Assignor, all of Assignor's right, title and interest in and to the Purchased Assets; and
- C. It is the intention of the parties hereto to record the transfer of the Purchased Intellectual Property included in the Purchased Assets by the execution and delivery of this IP Assignment Agreement at the Closing.

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

1. **Definitions.** Unless otherwise defined herein, all terms used in this IP Assignment



Agreement will have the meanings ascribed to such terms in the Asset Purchase Agreement.

2. **Transfer of Intangible Assets.** Effective as of January 5, 2015, Assignor sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to the intangible assets currently used exclusively in connection with the Purchased Apps, including, without limitation, the Purchased Intellectual Property.

3. **Relationship with the Agreement.** This IP Assignment Agreement is intended to evidence the consummation of the transactions contemplated by the Asset Purchase Agreement. This IP Assignment Agreement is made without representation or warranty except as provided in and by the Asset Purchase Agreement. This IP Assignment Agreement is in all respects subject to the provisions of the Asset Purchase Agreement and is not intended in any way to supersede, limit or qualify any provision of the Asset Purchase Agreement.

4. **Further Assurances.** Assignor hereby undertakes to give to Assignee all assistance reasonably necessary to the end of finalizing endorsements contemplated by this IP Assignment Agreement in favor of Assignee even, where necessary, by appointing an attorney-in-fact duly empowered to carry out all the actions necessary for such purpose.

5. **Successors.** This IP Assignment Agreement shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.

6. **Governing Law.** This IP Assignment Agreement shall be governed by, and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein without giving effect to the conflict of laws rules thereof.

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

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

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

**CLOVER ACQUISITIONS INC.**

Per:

\_\_\_\_\_  
Authorized Signatory

SIGNED and DELIVERED by DESMOND )  
GRIFFIN in the presence of: )

\_\_\_\_\_  
\_\_\_\_\_  
Witness (Signature) )

\_\_\_\_\_  
Desmond Griffin

\_\_\_\_\_  
\_\_\_\_\_  
Name (please print) )

SIGNED and DELIVERED by PENNY GREEN )  
in the presence of: )

\_\_\_\_\_  
\_\_\_\_\_  
Witness (Signature) )

\_\_\_\_\_  
Penny Green

\_\_\_\_\_  
\_\_\_\_\_  
Name (please print) )