SHARE EXCHANGE AGREEMENT

THIS SHARE EXCHANGE AGREEMENT is made effective the 3rd day of May, 2022.

AMONG:

GLORIOUS CREATION LTD.,
a corporation existing under the laws of the province of British Columbia, having an office at Suite 405, 1328 West Pender Street, Vancouver, British Columbia, V6E 4T1

(hereinafter referred to as the "**Purchaser**")

- and -

AEROPONICS INTEGRATED SYSTEMS INC.
a California corporation existing under the laws of the State of California, having an office at 5405 Alton Parkway #505, Irvine, California, 92604

(hereinafter referred to as "**AeroBloom**")

- and -

THE PARTIES SET FORTH IN SCHEDULE A ATTACHED HERETO,

(hereinafter referred to as "**Shareholders**")

WHEREAS:

A. AeroBloom and all of its shareholders are, collectively, the owners of all of the issued and outstanding shares of common stock in AeroBloom's (the "**AeroBloom Shares**");

B. The Purchaser has agreed to purchase all of the AeroBloom Shares on the terms and conditions set forth in this Agreement (the "**Transaction**"); and

C. All the Shareholders have agreed to the Transaction.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the respective covenants and agreements herein contained, the parties hereto covenant and agree as follows:

ARTICLE I
INTERPRETATION

1.01 Definitions

In this Agreement, unless otherwise defined, capitalized words and terms shall have the following meanings:

(a) "**AeroBloom Financial Statements**" has the meaning set forth in Section 6.03(i);

(b) "**AeroBloom Licensed Intellectual Property**" means the Intellectual Property in and to the AeroBloom Technology that is owned by a person other than AeroBloom;

(c) "**AeroBloom Owned Intellectual Property**" means the Intellectual Property in and to the AeroBloom Technology that is owned by AeroBloom;

(d) "**AeroBloom Material Contracts**" has the meaning set forth in Section 6.03(n);

(e) "**AeroBloom Shares**" has the meaning set forth in the recitals of this Agreement;

(f) "**AeroBloom Technology**" has the meaning set forth in Schedule 1.01(f);

(g) "**AeroSynergy Acquisition**" means the acquisition by the Purchaser of not less than a 75% interest in and to AeroSynergy, LLC;

(h) "**Agreement**" means this share exchange agreement as the same may be supplemented or amended from time to time;

(i) "**Applicable Laws**" means all applicable rules, policies, notices, orders and legislation of any kind whatsoever of any Governmental Authority;

(j) "**Books and Records**" means all technical, business and financial records, financial books and records of account, books, data, reports, files, drawings, plans, logs, briefs, customer and supplier lists, deeds, certificates, contracts, surveys, title opinions or any other documentation and information in any form whatsoever (including written, printed, electronic or computer printout form) relating to a corporation and its business;

(k) "**Bridge Financing**" means a non-brokered private placement by AeroBloom of up to approximately 1,000,000 AeroBloom Shares at a price of US$0.25 per AeroBloom Share for aggregate gross proceeds of up to US$250,000;

(l) "**Bridge Loan**" has the meaning set forth in Section 7.02(a);

(m) "**Business Day**" means a day which is not a Saturday, Sunday or a statutory holiday in the Province of British Columbia or the State of California;

(n) "**Closing**" means the completion of the Transaction in accordance with the terms and conditions of this Agreement;

(o) "**Closing Date**" means the date of Closing, which shall be the fifth Business Day following the receipt of conditional acceptance by the Exchange and the satisfaction or waiver of all conditions to the obligations of the parties to consummate the Transaction (other than

conditions that are satisfied with respect to actions the respective parties will take at the Closing itself), or such earlier or later date as the Purchaser and AeroBloom may mutually determine;

(p) "**Common Shares**" means common shares in the capital of the Purchaser;

(q) "**Concurrent Financing**" means a non-brokered private placement by the Purchaser of a minimum of 16,000,000 Financing Securities up to a maximum of 22,000,000 Financing Securities at a price of C$0.25 per Financing Security for aggregate gross proceeds of a minimum of C$4,000,000 up to a maximum of C$5,500,000;

(r) "**Contracts**" (individually, a "**Contract**") means all written or oral outstanding contracts and agreements, leases (including the real property leases), third-party licenses, insurance policies, deeds, indentures, instruments, entitlements, commitments, undertakings and orders made by or to which a party is bound or under which a party has, or will have, any rights or obligations and includes rights to use, franchises, license and sub-licenses agreements and agreements for the purchase and sale of assets or shares;

(s) "**Corporate Records**" means the corporate records of a corporation, including (i) its articles, notice of articles or other constating documents, any unanimous shareholders agreement and any amendments thereto; (ii) all minutes of meetings and resolutions of shareholders, directors and any committee thereof; (iii) the share certificate books, register of shareholders, register of transfers and registers of directors and officers; and (iv) all accounting records;

(t) "**Escrowed Proceeds**" means the gross proceeds of the Concurrent Financing, excluding the proceeds from the sale of Financing Shares, in any, held in escrow on behalf of the subscribers by the Purchaser, in a segregated account;

(u) "**Escrow Release Conditions**" means (i) all conditions to the Exchange's conditional approval of the Transaction having been satisfied or waived (other than release of the Escrowed Proceeds); (ii) all conditions to Exchange's conditional approval for the listing of the Common Shares issued or to be issued pursuant to the Concurrent Financing; and (iii) the closing of the transactions contemplated by the this Agreement;

(v) "**Exchange**" means the Canadian Securities Exchange;

(w) "**Financing Securities**" means the Common Shares and Subscription Receipts issued pursuant to the Concurrent Financing, and "**Financing Security**" means any of them;

(x) "**Financing Shares**" has the meaning set forth in Section 3.02;

(y) "**Finders**" means Liam L. Corcoran Law Corporation, Dragon Capital Corp. and Tuqo Ventures Ltd.;

(z) "**Finders' Shares**" has the meaning set forth in Section 2.04;

(aa) "**Founder Employment Agreement**" means the employment agreement substantially in the form attached as Schedule "B" to this Agreement, to be entered into between AeroBloom and each Founder and acknowledged and accepted by the Purchaser;

(bb) "**Founders**" means Dale Devore, Darren Walz and Kevin McDoneld, and "**Founder**" means any of them;

(cc) "**Governmental Authority**" means (i) any federal, provincial, territorial, state, regional, municipal, local or other government, governmental or public department, court, tribunal, commission, board or agency, domestic or foreign, exercising or entitled to exercise any administrative, executive, judicial, ministerial, prerogative, legislative, regulatory, or taxing authority or power of any nature; and (ii) any regulatory authority, including any securities commission, or stock exchange, including the Exchange;

(dd) "**Intellectual Property**" **or** "**IP**" means any and all intellectual property rights arising at law or in equity, including, without limitation, all intellectual property rights in (i) patents, all patent rights and all applications therefor and all reissues, re-examinations, continuations, continuations-in-part, divisions, and patent term extensions thereof, (ii) inventions (whether patentable or not), discoveries, improvements, concepts, innovations and industrial models, (iii) registered and unregistered copyrights, copyright registrations and applications therefor, mask works and mask work registrations and applications therefor, author's rights and works of authorship, (iv) URLs, web sites, web pages and any part thereof, (v) technical information, know-how, trade secrets, drawings, designs, design protocols, specifications, proprietary data, customer lists, databases, proprietary and manufacturing processes, technology, formulae, and algorithms, (vi) trade names, trade dress, trademarks, domain names, service marks, logos, business names, and registrations and applications therefor, and any associated goodwill, (vii) industrial designs or design patents, whether or not patentable or registrable, patented or registered or the subject of applications for registration or patent or registration and all rights of priority, applications, continuations, continuations-in-part, divisions, re-examinations, reissues and other derivative applications and patents therefor and (viii) licenses, contacts and agreements otherwise relating to the IP;

(ee) "**Laws**" means all statutes, codes, ordinances, decrees, rules, regulations, municipal by-laws, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings or awards, or any provisions of the foregoing, including general principles of common and civil law and equity, binding on or affecting the person referred to in the context in which such word is used; and "**law**" means any one of them;

(ff) "**Lien**" means any mortgage, encumbrance, 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;

(gg) "**Listing Statement**" means the listing statement of the Purchaser pertaining to the Transaction and in the form prescribed by the Exchange;

(hh) "**Lock-Up Period**" means the period of 36 months from the Closing Date during which the Payment Shares will be subject to escrow to be released in accordance with the schedule set out in Section 2.04;

(ii) "**Material Adverse Effect**" means (i) any change, effect, fact, circumstance or event which, individually or when taken together with any other changes, effects, facts, circumstances or events, could reasonably be expected to be materially adverse to the

assets, liabilities, condition (financial or otherwise), business, properties or results of operation of the Purchaser or AeroBloom, as applicable, or (ii) a material impairment of or delay in the ability of the parties (or any one of them) to perform their obligations hereunder or consummate the Transaction;

(jj) "**Material Contract**" means any Contract to which a person is a party and which is material to such person, including any Contract: (i) the termination of which would have a Material Adverse Effect on such person; (ii) any contract which would result in payments to or from such person or its subsidiaries (if any) in excess of $50,000, whether payable in one payment or in successive payments; (iii) any agreement or commitment relating to the borrowing of money or to capital expenditure; and (iv) any agreement or commitment not entered into in the ordinary course of business.

(kk) "**Material fact**" shall have the meaning ascribed to it in the *Securities Act* (British Columbia);

(ll) "**Option**" means an incentive option of the Purchaser exercisable to acquire one Common Share at an exercise price of $4.20 per Common Share until expiry in September 2022;

(mm) "**Outside Date**" means September 30, 2022 or such later date as may be agreed in writing between the Purchaser and the Shareholder;

(nn) "**Payment Shares**" has the meaning set forth in Section 2.02;

(oo) "**Person**" includes an individual, sole proprietorship, partnership, limited partnership, unincorporated association or organization, unincorporated syndicate, body corporate, trust, trustee, executor, administrator, legal representative of the Crown or any agency or instrumentality thereof;

(pp) "**Public Record**" means all documents publicly filed by or on behalf of the Purchaser on SEDAR;

(qq) "**Purchased Shares**" means all of the AeroBloom Shares purchased by the Purchaser pursuant to this Agreement;

(rr) "**Purchaser Financial Statements**" has the meaning set forth in Section 6.01(l);

(ss) "**Financing Securities**" means

(tt) "**Regulation D**" means Regulation D under the U.S. Securities Act;

(uu) "**Regulation S**" means Regulation S under the U.S. Securities Act;

(vv) "**Securities Laws**" means the securities legislation having application, the regulations and rules thereunder and all administrative policy statements, instruments, blanket orders, notices, directions and rulings issued or adopted by the applicable Governmental Authority, all as amended;

(ww) "**SEDAR**" means the System for Electronic Document Analysis and Retrieval of the Canadian Securities Administrators;

(xx) "**Shareholder**" has the meaning set forth in the first page and Schedule A of this Agreement;

(yy) "**Subscription Receipt**" means a subscription receipt of the Purchaser issued pursuant to the Concurrent Financing, each of which will automatically convert into one Common Share for no additional consideration upon satisfaction of the Escrow Release Conditions;

(zz) "**Subsidiary**" has the meaning as set out in section 2(2) of the *Business Corporations Act* (British Columbia);

(aaa) "**Tax**" means any tax, impost, levy, withholding, duty, fee, premium, assessment and other charge of any kind, however denominated and any instalment or advance payment in respect thereof, including any interest, penalties, fines or other additions that have been, are or will become payable in respect thereof, imposed by any Governmental Authority, including for greater certainty any income, gain or profit tax (including federal, state, provincial and territorial income tax), payroll and employee withholding tax, employment or payroll tax, unemployment insurance, disability tax, social insurance tax, social security contribution, sales and use tax, consumption tax, customs tax, ad valorem tax, excise tax, goods and services tax, harmonized sales tax, franchise tax, gross receipts tax, capital tax, business license tax, alternative minimum tax, estimated tax, abandoned or unclaimed (escheat) tax, occupation tax, real and personal property tax, stamp tax, environmental tax, transfer tax, severance tax, workers' compensation, Canada and other government pension plan premium or contribution and other governmental charge, and other obligations of the same or of a similar nature to any of the foregoing, together with any interest, penalties or other additions to tax that may become payable in respect of such tax, and any interest in respect of such interest, penalties and additions whether disputed or not, and "**Taxes**" has a corresponding meaning;

(bbb) "**Tax Act**" means the *Income Tax Act* (Canada);

(ccc) "**Tax Return**" means all returns, declarations, designations, forms, schedules, reports, elections, notices, filings, statements (including withholding tax returns and reports and information returns and reports) and other documents of every nature whatsoever filed or required to be filed with any Governmental Authority with respect to any Tax together with all amendments and supplements thereto;

(ddd) "**Time of Closing**" means 10:00 a.m. (Toronto time) on the Closing Date, or such other time as the parties may mutually determine;

(eee) "**Transaction**" has the meaning set forth in the recitals of this Agreement;

(fff) "**United States**" means the United States of America, its territories and possessions, any state of the United States and the District of Columbia;

(ggg) "**U.S. Person**" means a U.S. person as defined in Rule 902(k) of Regulation S under the U.S. Securities Act;

(hhh) "**U.S. Securities Act**" means the United States Securities Act of 1933, as amended; and

(iii) "**Warrant**" means a common share purchase warrant of the Purchaser, exercisable to acquire one Common Share at an exercise price of $0.07 per Common Share until expiry on July 24, 2024.

1.02 Currency

All sums of money which are referred to in this Agreement are expressed in lawful money of Canada unless otherwise specified.

1.03 Interpretation Not Affected by Headings, etc.

The division of this Agreement into articles, sections and other portions and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. Unless otherwise indicated, any reference in this Agreement to an Article, Section or a Schedule or Exhibit refers to the specified Article or Section of, or Schedule or Exhibit to this Agreement.

1.04 Certain rules of Interpretation

(a) Unless the subject matter or context requires the contrary, words importing the singular number only shall include the plural and vice versa.

(b) Words importing the use of any gender shall include all genders and words importing persons shall include natural persons, corporations and companies of any kind, firms, trusts, partnerships, and Governmental Authorities.

(c) Every use of the words "including" or "includes" in this Agreement is to be construed as meaning "including, without limitation" or "includes, without limitation", respectively.

1.05 Date for Any Action

In the event that any date on which any action is required or permitted to be taken hereunder by any person is not a Business Day, such action shall be required to be taken on the next succeeding day which is a Business Day.

1.06 Statutory References

Any reference in this Agreement to a statute includes all regulations and rules made thereunder, and is to be construed as a reference to that statute as amended, restated, supplemented, extended, re-enacted, replaced or superseded at any time.

1.07 Knowledge

Any reference herein to "the knowledge" of a party (or similar expressions) will be deemed to mean the actual knowledge of:

(a) in the case of the Purchaser, Ke Feng (Andrea) Yuan, Chief Financial Officer, and or Liam Corcoran, Chief Executive Officer;

(b) in the case of AeroBloom, the Founders;

together with the knowledge such person would have had if they had made all reasonable inquiries necessary to obtain informed knowledge, including inquiries of the records of the applicable party and of management employees who are reasonably likely to have knowledge of the relevant matter.

1.08 Schedules

The schedules to this Agreement, listed below, are an integral part of this Agreement, and must be completed and attached before the Closing Date for this Agreement to be fully-integrated and thereafter enforceable by or against either Party:

Schedule	Description
Schedule 1.01(f)	AeroBloom Technology
Schedule 6.03(n)	AeroBloom Material Contracts
Schedule 6.03(i)	AeroBloom Financial Statements
Schedule 6.03(z)	Directors, Officers and Employees

ARTICLE II
PURCHASE AND SALE OF PURCHASED SHARES

2.01 Purchase and Sale

Subject to the terms and conditions hereof, each of the Shareholders covenants and agrees to sell, assign and transfer to the Purchaser, and the Purchaser covenants and agrees to purchase from each of the Shareholders, all (and not less than all) of the AeroBloom Shares owned by such Shareholder as set forth in Schedule "A".

2.02 Consideration for Purchased Shares

In consideration for the acquisition of the AeroBloom Shares (including AeroBloom Shares issued pursuant to any Bridge Financing), the Purchaser shall issue from treasury to the Shareholders *pro rata* to their respective holdings of AeroBloom Shares at the Time of Closing, an aggregate of 40,608,322 Common Shares, free and clear of any Liens, as set forth in Schedule "A" (the "**Payment Shares**"). The Payment Shares are being issued at a deemed value of $0.25 per Payment Share.

The Payment Shares shall be issued to the Shareholders on Closing by way of a direct registration system statement in the name of the Shareholder.

2.03 Tax Election

The Purchaser agrees that, at the request and expense of the Shareholders, the Purchaser shall jointly elect with the Shareholders for the provisions of subsection 85(1) or (2) of the Tax Act and any equivalent provision under provincial legislation (each a "**Tax Election Provision**") to apply to the Purchased Shares acquired by the Purchaser from the Shareholders. In order to make any such election, the Shareholders shall prepare any prescribed election form (each a "**Tax Election Form**") and deliver any such Tax Election Form to the Purchaser within 90 days of the Closing Date. Upon receipt, the Purchaser shall sign the Tax Election Form and deliver a copy of the Tax Election Form to the Shareholders by mail using the address that the Shareholders provided to the Purchaser in the Tax Election Form within 30 days of receipt thereof. It shall be the sole responsibility of the Shareholders making the request to file the Tax Election Form with the Canada Revenue Agency or relevant provincial Governmental Authority. The Purchaser shall not be liable for any damages arising to a Shareholder for a late filing of a Tax Election Form or any errors or omissions on a Tax Election Form caused by the Shareholders.

Notwithstanding anything contained in this Agreement, the Purchaser does not assume and shall not be liable for any taxes under the Tax Act or under provincial legislation or any other amount whatsoever which may be or become payable by the Shareholders including, without limiting the generality of the

foregoing, any Tax resulting from or arising as a consequence of the sale by the Shareholders to the Purchaser of the Purchased Shares herein contemplated, or the availability (or lack thereof) of any Tax Election Provision, or the content or impact of any election made under any Tax Election Provision.

2.04 Finders' Fee

A finder's fee of 2,000,000 Common Shares (the "**Finders' Shares**") is payable to the Finders upon Closing of the Transaction as set out in the table below, subject to Exchange approval and Applicable Laws:

Finder	Number of Finder's Shares
Liam L. Corcoran Law Corporation	500,000
Dragon Capital Corp.	750,000
Tuqo Ventures Ltd.	750,000
TOTAL	**2,000,000**

2.05 Contractual Lock-Up Period

All Payment Shares and Finder's Shares shall be subject to contractual restrictions on transfer for a period of 36 months from the Closing Date, to be released in accordance with the following schedule:

Date of Automatic Timed Release	Amount of Payment Shares Released
6 months after the Closing Date	10%
12 months after the Closing Date	10%
18 months after the Closing Date	15%
24 months after the Closing Date	20%
30 months after the Closing Date	25%
36 months after the Closing Date	20%

2.06 Acknowledgements of Shareholders

Each Shareholder acknowledges and agrees as follows:

(a) the transfer of the Purchased Shares and the issuance of the Payment Shares, in exchange therefor, will be made pursuant to appropriate exemptions, including (but not limited to) the take-over bid prospectus exemption found in Section 2.16 of National Instrument 45-106 – *Prospectus Exemptions* (the "**Exemptions**"), from any applicable take-over bid and registration and prospectus (or equivalent) requirements of the Securities Laws;

(b) that the Exchange, in addition to the Lock-Up Period and any restrictions on transfer imposed by applicable securities laws, may require certain of the Payment Shares to be held in escrow in accordance with the policies of the Exchange, and the certificates for the Payment Shares will bear a legend or legends respecting the Lock-Up Period and any restrictions on transfer imposed by the exchange or applicable securities laws;

(c) as a consequence of acquiring the Payment Shares pursuant to the Exemptions:

(i) the Shareholder will be restricted from using certain of the civil remedies available under the Securities Laws;

(ii) the Shareholder may not receive information that might otherwise be required to be provided to the Shareholder, and the Purchaser is relieved from certain obligations that would otherwise apply under Securities Laws if the Exemptions were not being relied upon by the Purchaser;

(iii) no securities commission, stock exchange or similar regulatory authority has reviewed or passed on the merits of an investment in the Payment Shares;

(iv) there is no government or other insurance covering the Payment Shares; and

(v) an investment in the Payment Shares is speculative and of high risk;

(d) if the Shareholder is in the United States, the Payment Shares will be "restricted securities" within the meaning of Rule 144(a)(3) under the U.S. Securities Act and may be offered, sold, pledged, or otherwise transferred, directly or indirectly, only (i) to the Purchaser; (ii) outside the United States in an "offshore transaction" meeting the requirements of Rule 904 of Regulation S, if available, and in compliance with applicable local laws and regulations, (iii) in compliance with the exemption from registration under the U.S. Securities Act provided by Rule 144 thereunder, if available, and in accordance with applicable state securities laws; or (iv) in another transaction that does not require registration under the U.S. Securities Act or any applicable state securities laws; and, in the case of transfers pursuant to (e)(iii) or (e)(iv) above, the holder of such securities has furnished to Purchaser and its registrar and transfer agent an opinion of counsel of recognized standing in form and substance reasonably satisfactory to Purchaser and its registrar and transfer agent to such effect. Any Payment Shares issued to a Shareholder in the United States will be required to bear the legend set forth in Section 5.02(h)(i).

2.07 Fractional Interests.

To the extent that a Shareholder is to receive a fractional Payment Share or fractional Consideration Warrant, that entitlement shall be rounded up to the nearest whole number of Payment Shares or Consideration Warrant, as applicable.

ARTICLE III
FINANCINGS

3.01 Bridge Financing.

AeroBloom may complete the Bridge Financing in one or more tranches at any time prior to Closing.

3.02 Concurrent Financing.

The Purchaser and AeroBloom shall use their commercially reasonable efforts to complete the Concurrent Financing concurrently with the completion of the Transaction, provided that any portion of the Concurrent Financing comprised of Financing Shares may be completed at any time prior to completion of the Transaction. All Financing Securities will be Subscription Receipts except for up to 2,000,000 Financing Securities, which may, in the Purchaser's discretion, be Common Shares (the "**Financing**

Shares"). The Purchaser may pay to eligible third parties a cash commission or finder's fee of not more than 8% of the proceeds raised in connection with the Concurrent Financing.

ARTICLE IV
CONDITIONS OF CLOSING

4.01 Mutual Conditions of Closing

The obligations to complete the Transaction are subject to the fulfillment of the following conditions on or before the Time of Closing:

(a) the Concurrent Financing shall have either been completed or all conditions necessary to completion shall have been satisfied other than the completion of the Transaction, in either case resulting in gross proceeds to the Purchaser of at least C$4,000,000;

(b) there shall be no action taken under any Applicable Law by any court or Governmental Authority that makes it illegal or restrains, enjoins or prohibits the Transaction, results in a judgment or assessment of damages relating to the Transaction that is materially adverse to the Purchaser or AeroBloom or that could reasonably be expected to impose any condition or restriction upon the Purchaser or AeroBloom which, after giving effect to the Transaction, would so materially and adversely impact the economic or business benefits of the Transaction as to render inadvisable the consummation of the Transaction;

(c) there shall be no legislation (whether by statute, regulation, order-in-council, notice of ways and means motion, by-law or otherwise) enacted, introduced or tabled which, in the opinion of the Purchaser, acting reasonably, materially adversely affects or is reasonable likely to materially adversely affect the Transaction;

(d) the Exchange shall have approved the Transaction and the listing of the Payment Shares (subject only to customary and routine post-closing conditions), such approval shall not have been modified or rescinded, and all conditions included in such approval that are necessary to complete the Transaction shall have been satisfied;

(e) the Closing Date shall be on or before the Outside Date;

(f) except as disclosed in this Agreement, neither party shall be subject to unresolved litigation or court proceedings;

(g) the Purchaser entering into Founder Employment Agreements with each Founder; and

(h) the completion of the Transaction, including the issuance of the Payment Shares, shall have been approved by all requisite action of the shareholders of the Purchaser under Applicable Laws.

The foregoing conditions precedent are for the benefit of all parties and may be waived by mutual consent of all of the Shareholders (on its own behalf and on behalf of AeroBloom) and the Purchaser, in whole or in part, without prejudice to any party's right to rely on any other condition in favour of any party.

4.02 Conditions of Closing in Favour of the Purchaser

The obligations of the Purchaser to complete the Transaction are subject to the fulfillment of the following conditions on or before the Time of Closing:

(a) completion of the Bridge Financing, if AeroBloom elects to conduct the Bridge Financing;

(b) satisfactory due diligence review by the Purchaser, in its sole discretion, of all of the AeroBloom Material Contracts, AeroBloom Financial Statements, AeroBloom Intellectual Property and any other relevant corporate documents, Contracts, IP, liabilities, Liens, permits, bank accounts, and proprietary technology of AeroBloom;

(c) the Shareholder and AeroBloom shall have tendered all closing deliveries set forth in Sections 5.03 and 5.04, respectively, including delivery of the Purchased Shares, duly endorsed in blank for transfer or accompanied by duly executed stock transfer powers or other evidence of authorizing transfer of the Purchased Shares to the Purchaser acceptable to the Purchaser, acting reasonably;

(d) the representations and warranties of AeroBloom set forth in this Agreement shall be true and correct in all respects (in the case of any representation or warranty containing any materiality or Material Adverse Effect qualifier) or in all material respects (in the case of any representation or warranty without any materiality or Material Adverse Effect qualifier), as of the date of this Agreement and as of the Time of Closing as if made on and as of that the time of Closing, except for representations and warranties made as of a specified date, the accuracy of which will be determined as of that specified date, and except as affected by the transactions contemplated by this Agreement, and a certificate of the Chief Executive Officer of AeroBloom to this effect shall have been delivered to the Purchaser;

(e) all of the terms, covenants and conditions of this Agreement to be complied with or performed by AeroBloom at or before the Time of Closing will have been complied with or performed and a certificate of the Chief Executive Officer of AeroBloom to this effect shall have been delivered to the Purchaser;

(f) the representations and warranties of the Shareholders set forth in this Agreement shall have been true and correct in all material respects as of the date hereof and shall be true and correct as of the Time of Closing and delivery by the Shareholder of the documents described in Section 5.04 required to be delivered by the Shareholders shall constitute a reaffirmation and confirmation by the Shareholders of such representations and warranties;

(g) all of the terms, covenants and conditions of this Agreement to be complied with or performed by the Shareholders at or before the Time of Closing will have been complied with or performed in all material respects and delivery of the documents described in Section 5.04 shall constitute confirmation of such compliance and performance;

(h) written consent of the board of directors of the Purchaser to the Transaction and written consent of the majority of the shareholders of the Purchaser to the Transaction;

(i) all other consents, assignments, waivers, permits, orders and approvals of all Governmental Authorities (including the Exchange) or other persons necessary to permit the completion of the Transaction shall have been obtained;

(j) there being no inquiry or investigation (whether formal or informal) in relation to AeroBloom or its respective directors or officers commenced or threatened by any securities commission or official of the Exchange or regulatory body having jurisdiction such that the outcome of such inquiry or investigation could have a Material Adverse Effect on AeroBloom and its business, assets or financial condition;

(k) there shall not have been after the date of this Agreement any Material Adverse Effect with respect to AeroBloom; and

(l) the AeroSynergy Acquisition shall have been completed on terms acceptable to the Purchaser.

The foregoing conditions precedent are for the benefit of the Purchaser and may be waived by the Purchaser, in whole or in part, without prejudice to the Purchaser's right to rely on any other condition in favour of the Purchaser.

4.03 Conditions of Closing in Favour of AeroBloom and the Shareholders

The obligations of AeroBloom and the Shareholders to complete the Transaction are subject to the fulfillment of the following conditions on or before the Time of Closing:

(a) the Purchaser shall have tendered all closing deliveries set forth in Section 5.02 including delivery of the Payment Shares;

(b) all consents, waivers, permits, orders and approvals of all Governmental Authorities (including the Exchange) or other persons, necessary to permit the completion of the Transaction shall have been obtained;

(c) the representations and warranties of the Purchaser set forth in this Agreement shall be true and correct in all respects (in the case of any representation or warranty containing any materiality or Material Adverse Effect qualifier) or in all material respects (in the case of any representation or warranty without any materiality or Material Adverse Effect qualifier), as of the date of this Agreement and as of the Time of Closing as if made on and as of that the time of Closing, except for representations and warranties made as of a specified date, the accuracy of which will be determined as of that specified date, and except as affected by the transactions contemplated by this Agreement, and a certificate of two senior officers of the Purchaser to this effect shall have been delivered to the Shareholders;

(d) all of the terms, covenants and conditions of this Agreement to be complied with or performed by the Purchaser at or before the Time of Closing will have been complied with or performed and a certificate of two senior officers of the Purchaser to this effect shall have been delivered to the Shareholders and AeroBloom;

(e) there shall not have been after the date of this Agreement any Material Adverse Effect with respect to the Purchaser;

(f) the directors of the Purchaser will have adopted all necessary resolutions to permit the consummation of the transactions contemplated by this Agreement;

(g) effective as of the Time of Closing, Darren Walz shall have been appointed as Chief Executive Officer of the Purchaser and each of Darren Walz, Dale Devore and Kevin

McDoneld (or such other individuals nominated by AeroBloom in accordance with Section 5.05) shall have been appointed as directors of the Purchaser; and

(h) there being no inquiry or investigation (whether formal or informal) in relation to the Purchaser or its respective directors or officers commenced or threatened by any securities commission or official of the Exchange or regulatory body having jurisdiction such that the outcome of such inquiry or investigation could have a material adverse effect on, the Purchaser, its business, assets or financial condition.

The foregoing conditions precedent are for the benefit of AeroBloom and the Shareholders and may be waived by the Shareholder (on its own behalf and on behalf of AeroBloom), in whole or in part, without prejudice to AeroBloom's and the Shareholders' right to rely on any other condition in favour of AeroBloom and the Shareholders.

ARTICLE V
CLOSING AND POST CLOSING ARRANGEMENTS

5.01 Time and Place of Closing

Closing of the Transaction shall take place at the Time of Closing at the offices of the Purchaser.

5.02 Closing Deliveries of the Purchaser

At the Time of Closing, the Purchaser will deliver or cause to be delivered:

(a) direct registration system statements evidencing (i) the Payment Shares issued to the Shareholders in accordance with Schedule "A", and (ii) the Finders' Shares issued to the Finders;

(b) a certificate of two of the Purchaser's senior officers, dated as of the Closing Date, attaching: (i) true and complete copies of all of the articles and by-laws of the Purchaser (and all amendments thereto as in effect as on such date); (ii) all resolutions of the board of directors and the shareholders of the Purchaser approving the entering into of this Agreement and all ancillary agreements contemplated herein and the completion of the Transaction, including the issuance of the Payment Shares; and (iii) the names, titles, and specimen signatures of directors and officers of the Purchaser who have signed or will be signing this Agreement or any other transaction documents;

(c) the officer's certificates referred to in Sections 4.03(c) and 4.03(d);

(d) resignations of the directors of the Purchaser who will not continue to be directors of the Purchaser (each of which shall include a statement certifying that the resigning director does not have any claim in any respect against the Purchaser);

(e) resignations of the officers of the Purchaser who will not continue to be officers of the Purchaser (each of which shall include a statement certifying that the resigning officer does not have any claim in any respect against the Purchaser);

(f) releases from all officers and directors of the Purchaser;

(g) a copy of the letter evidencing the Exchange approval of the Transaction;

(h) the Founder Employment Agreements between AeroBloom (as employer) and each Founder (as an employee), duly executed by AeroBloom and acknowledged and accepted by the Purchaser; and

(i) a certificate of status of the Purchaser.

5.03 Closing Deliveries of AeroBloom

At the Time of Closing, AeroBloom will deliver or cause to be delivered to the Purchaser:

(a) the AeroBloom Financial Statements, copies of each of the AeroBloom Material Contracts, the AeroBloom Licensed Intellectual Property and the AeroBloom Owned Intellectual Property;

(b) a certificate of the Chief Executive Officer of AeroBloom dated as of the Closing Date, attaching: (i) true and complete copies of all of the articles and by-laws of AeroBloom (and all amendments thereto as in effect as on such date); (ii) all resolutions of the board of directors and the shareholders of AeroBloom approving the entering into of this Agreement and all ancillary agreements contemplated herein and the completion of the Transaction; and (iii) the names, titles, and specimen signatures of directors and officers of AeroBloom who have signed or will be signing this Agreement or any other transaction documents;

(c) the Chief Executive Officer certificates referred to in Sections 4.02(d) and 4.02(e);

(d) resignations of the directors of AeroBloom who will not continue to be directors of AeroBloom (each of which shall include a statement certifying that the resigning director does not have any claim in any respect against AeroBloom);

(e) resignations of the officers of AeroBloom who will not continue to be officers of AeroBloom (each of which shall include a statement certifying that the resigning officer does not have any claim in any respect against AeroBloom);

(f) releases from all officers and directors of AeroBloom;

(g) executed director consents required for appointment of AeroBloom nominees to the board of directors, as contemplated in Section 5.05(a);

(h) an opinion of AeroBloom's counsel, in a form satisfactory to the Purchaser, acting reasonably, confirming that (i) AeroBloom is validly incorporated and existing under the laws of California, (ii) the authorized and issued share capital of AeroBloom and the ownership thereof, (iii) AeroBloom has the corporate power, capacity and authority to carry on its business as presently carried on and to own, lease and operate its properties and assets, and the corporate power, capacity and authority to carry out its obligations under this Agreement, and (iv) all necessary corporate action has been taken by AeroBloom to authorize the execution and delivery of this Agreement and the performance by AeroBloom of its obligations hereunder;

(i) an opinion of AeroBloom's intellectual property counsel, in a form satisfactory to the Purchaser, acting reasonably, confirming that AeroBloom holds good and marketable title to the AeroBloom Intellectual Property;

(j) the Books and Records and Corporate Records of AeroBloom;

(k) a certificate of status of AeroBloom issued by the California Secretary of State; and

(l) the Founder Employment Agreements between AeroBloom (as employer) and each Founder (as an employee), duly executed by each Founder.

5.04 Closing Deliveries of the Shareholders

At the Time of Closing, the Shareholder will cause to be delivered the share certificates evidencing the Purchased Shares, duly endorsed in blank for transfer or accompanied by duly executed stock transfer powers.

5.05 New Directors and Officers

(a) Effective as of the Closing, subject to Exchange approval and the Purchaser's receipt of all necessary documentation to effect the appointments, the Purchaser will reconstitute its board of directors to be comprised of four directors (two nominated by the Purchaser and two nominated by AeroBloom), and the directors and officers of the Purchaser will consist of:

Darren Walz	Chief Executive Officer and Director
Andrea Yuan	Chief Financial Officer and Corporate Secretary
Liam Corcoran	Director
Nick Luksha	Director
Kevin McDoneld	Director and Chief Technical Officer
Dale Devore (or such other individual nominated by AeroBloom)	Chief Innovative Officer

(b) The directors and officers of AeroBloom will be the persons set out in 5.05(a).

ARTICLE VI
REPRESENTATIONS AND WARRANTIES

6.01 Representations and Warranties of the Purchaser

The Purchaser represents and warrants to and in favour of the Shareholders and AeroBloom as follows, and acknowledges that such parties are relying upon such representations and warranties in connection with the Transaction contemplated herein:

(a) the Purchaser is a corporation duly incorporated and validly existing and in good standing under the laws of its jurisdiction of incorporation or organization, and each of them is duly registered, licensed or qualified to carry on business as an extra-provincial or foreign corporation under the laws of the jurisdictions in which the nature of its business makes such registration, licensing or qualification necessary;

(b) the Purchaser is a "reporting issuer" in the provinces of British Columbia, Alberta, and Ontario in compliance in all material respects with all Securities Laws and Exchange rules. No order generally ceasing or restricting trading in the Common Shares is outstanding and no proceedings for this purpose have been instituted or, to the knowledge of the Purchaser, are pending, contemplated or threatened;

(c) the Purchaser has all requisite corporate power and authority to own, operate, and lease its assets, and to carry on its businesses as now being conducted, and, as applicable, to enter into this Agreement and to consummate the Transaction subject to the terms and conditions contained in this Agreement;

(d) this Agreement has been, and each additional agreement or instrument to be delivered pursuant to this Agreement will be prior to the Time of Closing, duly authorized, executed and delivered by the Purchaser and each is, or will be at the Time of Closing, a legal, valid and binding obligation of the Purchaser, enforceable against the Purchaser in accordance with its terms, except as such enforcement may be limited by (i) bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other laws of general application affecting the rights and remedies of creditors, and (ii) general principles of equity (regardless of whether such enforcement is considered in a proceeding in equity or at law);

(e) the Common Shares are listed for trading on the Exchange and the Purchaser is not in default of any of the listing requirements of the Exchange;

(f) the execution and delivery of this Agreement does not, and the consummation of the Transaction will not, (i) result in a breach or violation of the articles of the Purchaser or of any resolutions of the directors or shareholders of the Purchaser, (ii) conflict with, result in a breach of, constitute a default under or accelerate the performance required by or result in the suspension, cancellation, material alteration or creation of a Lien upon any material agreement, licence or permit to which the Purchaser is a party or by which the Purchaser or any of its subsidiaries is bound or to which any material assets or property of the Purchaser or its subsidiaries is subject, or (iii) violate any provision of any Applicable Law or regulation or any judicial or administrative order, award, judgment or decree applicable to the Purchaser or any of its subsidiaries;

(g) as of the date of this Agreement (i) the Purchaser is authorized to issue an unlimited number of Common Shares, and (ii) the issued and outstanding capital of the Purchaser consists of 20,983,389 Common Shares, 18,181,818 Warrants, and 17,857 Options. All outstanding Common Shares have been authorized and are validly issued and outstanding as fully paid and non-assessable shares, free of pre-emptive rights;

(h) when issued in accordance with the terms hereof, the Payment Shares will be validly issued as fully paid and non-assessable Common Shares, and not in violation of any pre-emptive rights or other contractual rights to purchase securities granted by the Purchaser;

(i) except as set out in Section 6.01(g) and otherwise pursuant to this Agreement, there are no other Common Shares or securities convertible, exercisable or exchangeable into Common Shares issued or outstanding;

(j) all disclosure documents of the Purchaser filed under the Securities Laws of the Provinces of British Columbia, Alberta, and Ontario since the date of its incorporation, but not limited to, financial statements, prospectuses, offering memorandums, information circulars, material change reports and shareholder communications contain no untrue statement of a

material fact as at the date thereof nor do they omit to state a material fact which, at the date thereof, was required to have been stated or was necessary to prevent a statement that was made from being false or misleading in the circumstances in which it was made;

(k) except for the holders of the securities set out Section 6.01(g), and other than the Shareholders pursuant to this Agreement, no person has any agreement, option, right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement, including convertible securities, options, warrants or convertible obligations of any nature, for the purchase, subscription, allotment or issuance of any unissued shares or other securities of the Purchaser;

(l) the audited consolidated financial statements of the Purchaser for the year ended December 31, 2020, and 2019 and the unaudited consolidated interim financial statements for the nine-month period ended September 30, 2021 (collectively, the "**Purchaser Financial Statements**"), copies of which have been filed publicly with the British Columbia, Alberta, and Ontario Securities Commission and are available on SEDAR, are true and correct in every material respect and present fairly and accurately the financial position, results of the operations, and changes in financial position of the Purchaser as at their respective dates and for the periods indicated. The Purchaser's Financial Statements have been prepared in accordance with IFRS applied on a consistent basis. There has been no significant change in the Purchaser's accounting policies from December 31, 2020;

(m) to the knowledge of the Purchaser, no information has come to the attention of the Purchaser since the last date of the most recently issued Purchaser Financial Statements that would or would reasonably be expected to require any restatement or revisions of any financial statements of the Purchaser;

(n) the Purchaser's auditors who audited the Purchaser Financial Statements (as applicable) are independent public accountants;

(o) the Purchaser has adopted and maintains internal control over financial reporting (within the meaning of National Instrument 52-109—Certification of Disclosure in Issuers' Annual and Interim Filings) for the Purchaser that is effective in providing reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with International Financial Reporting Standards and there are no material weaknesses in those internal controls. Neither the Purchaser nor any of its subsidiaries has received, nor have they knowledge of, any complaint, allegation or claim regarding: (i) the accounting or auditing practices or procedures of the Purchaser; or (ii) its internal accounting controls, in either case that has not been resolved to the satisfaction of the audit committee of the board of directors of the Purchaser;

(p) Management of the Purchaser has established and maintains a system of disclosure controls and procedures designed to provide reasonable assurance that: (i) material information relating to the Purchaser is made known to the Purchaser chief executive officer and chief financial officer (or others performing similar functions) by others, particularly during the period in which the annual filings are being prepared; and (ii) information required to be disclosed by the Purchaser in its annual filings, interim filings or other reports filed or submitted by the Purchaser under Canadian Securities Laws is recorded, processed, summarized and reported within the time periods specified in Canadian Securities Laws;

(q) except as disclosed in the Purchaser Financial Statements, there are no related-party transactions or off-balance sheet structures or transactions with respect to the Purchaser or its subsidiaries;

(r) except as disclosed in the Purchaser Financial Statements, neither the Purchaser nor any of its subsidiaries 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;

(s) since December 31, 2020, there has been no Material Adverse Effect with respect to the Purchaser;

(t) the Purchaser has conducted and is conducting its business in compliance in all material respects with all applicable laws, regulations, by-laws, ordinances, regulations, rules, judgments, decrees and orders of each jurisdiction in which its business is carried on;

(u) there are no waivers, consents, notices or approvals required to be given or obtained by the Purchaser in connection with the Transaction and the other transactions contemplated by this Agreement under any Contract to which the Purchaser is a party;

(v) no consent, approval, order or authorization of, or registration or declaration with, any applicable Governmental Authority is required to be obtained by the Purchaser in connection with the execution and delivery of this Agreement or the consummation of the Transaction, including, without limitation, the issuance of the Payment Shares, except for: (i) the approval of the Exchange; and (ii) those consents, orders, authorizations, declarations, registrations or approvals which are contemplated by this Agreement or those consents, orders, authorizations, declarations, registrations or approvals that, if not obtained, would not prevent or materially delay the consummation of the Transaction or otherwise prevent or materially delay the Purchaser from performing its obligations under this Agreement and could not reasonably be expected to have a Material Adverse Effect on the Purchaser;

(w) except as disclosed in the Purchaser Financial Statements, there are no suits, actions or proceedings pending or, to the knowledge of the Purchaser, pending or threatened against the Purchaser that, or affecting any of its assets and, to the knowledge of the Purchaser, and no facts or circumstances exist that could reasonably be expected to form the basis of any such suit, action or proceeding. The Purchaser is not subject to any outstanding order, writ, injunction or decree that is reasonably likely to prevent or materially delay consummation of the transactions contemplated by this Agreement and, to the knowledge of the Purchaser, no facts or circumstances exist that could reasonably be expected to form the basis of any such order, writ, injunction or decree;

(x) no bankruptcy, insolvency or receivership proceedings have been instituted by the Purchaser or, to the knowledge of the Purchaser, are pending against the Purchaser;

(y) the Purchaser has good and marketable title to its properties and assets (other than property or an asset as to which the Purchaser is a lessee, in which case it has a valid leasehold interest), except for such defects in title that individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect on the Purchaser;

(z) no person has any written or oral agreement, option, understanding or commitment for the purchase from the Purchaser of any of its assets or property;

(aa) the Purchaser has all permits, licences, certificates of authority, orders and approvals of, and has made all filings, applications and registrations with, applicable Governmental Authorities that are required in order to permit it to carry on its business as presently conducted, except for such permits, licences, certificates, orders, filings, applications and registrations, the failure to have or make, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect on the Purchaser, and all such all permits, licences, certificates of authority, orders and approvals are in good standing and have been complied with in all material respects;

(bb) the Purchaser has filed in the prescribed manner and within the prescribed times all Tax Returns required to be filed by the Purchaser in all applicable jurisdictions as of the date hereof and all Tax Returns that have been filed by, or with respect to the Purchaser are true, complete and correct in all material respects. The Purchaser has duly and timely paid any Tax due and payable by it, including all instalments on account of Tax that are due and payable before the date hereof, whether or not assessed by the appropriate Governmental Authority, and has duly and timely paid all assessments and reassessments it has received in respect of any Tax;

(cc) there are no audits, reassessments or other proceedings in progress or, to the knowledge of the Purchaser, threatened against the Purchaser, in respect of any Tax and, in particular, there are no currently outstanding reassessments or written enquiries which have been issued or raised by any Governmental Authority relating to any Tax, and the Purchaser has not received any indication from any Governmental Authority that any assessment or reassessment is proposed;

(dd) the Purchaser has deducted, withheld or collected and remitted in a timely manner to the relevant Governmental Authority each Tax or other amount required to be deducted, withheld or collected and remitted by the Purchaser, as applicable;

(ee) the Purchaser is a "taxable Canadian corporation" as defined in the Tax Act;

(ff) the Purchaser has not been notified by any Governmental Authority of any investigation with respect to it that is pending or threatened, nor has any Governmental Authority notified the Purchaser of such Governmental Authority's intention to commence or to conduct any investigation;

(gg) no current or former employee, officer or director of the Purchaser is entitled to a severance, termination or other similar payment as a result of the Transaction;

(hh) the Corporate Records of the Purchaser are complete and accurate in all material respects and all corporate proceedings and actions reflected therein have been conducted or taken in compliance with all applicable laws and with the constating documents of the Purchaser, and without limiting the generality of the foregoing: (i) the minute books contain complete and accurate minutes of all meetings of the directors (and any committee thereof) and shareholders of the Purchaser; (ii) such minute books contain all written resolutions passed by the directors (and any committee thereof) and shareholders of the Purchaser; (iii) the share certificate books, if any, the central securities register and register of transfers, and branch registers, of the Purchaser are complete and accurate, and all transfers of shares of the Purchaser reflected therein have been duly completed and approved; and (iv) the registers of directors and officers are complete and accurate and all former and present directors and officers of the Purchaser were duly elected or appointed as the case may be;

(ii) all Books and Records of the Purchaser have been fully, properly and accurately kept and, where required, completed in accordance with IFRS, and there are no material inaccuracies or discrepancies of any kind contained or reflected therein;

(jj) to the knowledge of the Purchaser, no representation or warranty of the Purchaser contained in this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein not misleading.

6.02 Representations and Warranties of the Shareholders

Each Shareholder represents and warrants to the Purchaser as follows and acknowledges that the Purchaser is relying on such representations and warranties in connection with the Transaction contemplated herein:

(a) if an individual, the Shareholder is an individual of the full age of majority in the jurisdiction of residence in which this Agreement is executed and has all requisite legal capacity and competence to execute and deliver this Agreement and to observe and perform its covenants and obligations and to undertake all actions required hereunder;

(b) if the Aerobloom Securityholder is a corporation, all necessary corporate action on the part of such Aeerobloom Securityholder will, at Closing, validly authorize the signing, delivery, and performance of this Agreement and the completion of the Share Exchange;

(c) this Agreement has been, and each additional agreement or instrument required to be delivered by the Shareholder pursuant to this Agreement will be prior to the Time of Closing, duly authorized, executed and delivered by the Shareholder and is, or will be at the Time of Closing, a legal, valid and binding obligation of the Shareholder, enforceable against the Shareholder in accordance with its terms, except as such enforcement may be limited by (i) bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other laws of general application affecting the rights and remedies of creditors, and (ii) general principles of equity (regardless of whether such enforcement is considered in a proceeding in equity or at law);

(d) the execution and delivery of this Agreement does not, and the consummation of the Transaction will not violate any provision of any applicable law or regulation or any judicial or administrative order, award, judgment or decree applicable to the Shareholder;

(e) the Shareholder is the registered and beneficial owner of the AeroBloom Shares set forth next to its name on Schedule A hereto free and clear of all Liens, demands, claims and other encumbrances of any nature whatsoever;

(f) except for the Purchaser's rights hereunder, no person has any agreement or option or any right or privilege capable of becoming an agreement for the purchase of the Purchased Shares held or beneficially owned by the Shareholder and none of such AeroBloom Shares are subject to any voting trust, shareholders agreement, voting agreement or other agreement with respect to the disposition or enjoyment of any rights of such AeroBloom Shares;

(g) no consent, approval, order or authorization of, or registration or declaration with, any applicable Governmental Authority with jurisdiction over the Shareholder is required to be obtained by the Shareholder in connection with the execution and delivery of this

Agreement or the consummation by the Shareholder of the Transaction, except for those consents, orders, authorizations, declarations, registrations or approvals which are contemplated by this Agreement or those consents, orders, authorizations, declarations, registrations or approvals that, if not obtained, would not prevent or materially delay the consummation of the Transaction or otherwise prevent the Shareholder from performing its obligations under this Agreement;

(h) each Shareholder acknowledges and agrees to be bound by any restrictions on the resale of the Payment Shares issued to it at the Closing that may be imposed by Applicable Laws or this Agreement and agrees that the certificates or DRS advice statements representing such Payment Shares may contain a legend or legends to that effect or referring to such resale restrictions;

(i) each Shareholder in the United States understands and acknowledges that:

(i) the issuance of the Payment Shares to it will be made in reliance upon available exemptions and exclusions from the registration requirements under the U.S. Securities Act and applicable state securities laws available to the Purchaser, (ii) the Payment Shares have not been registered under the U.S. Securities Act or the securities law of state of the United States and the Payment Shares will be when issued, "restricted securities" within the meaning of Rule 144(a)(3) of the U.S. Securities Act subject to re-sale and transfer restrictions under the U.S. Securities Act, and (iii) the Payment Shares, until such time as they are registered with the SEC pursuant to a registration statement that has been declared effective will bear the following legend:

"THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "U.S. SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES. THE HOLDER HEREOF, BY ACQUIRING SUCH SECURITIES, AGREES FOR THE BENEFIT OF THE CORPORATION THAT SUCH SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED, DIRECTLY OR INDIRECTLY, ONLY (A) TO THE CORPORATION; (B) OUTSIDE THE UNITED STATES IN COMPLIANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT AND IN COMPLIANCE WITH APPLICABLE LOCAL LAWS AND REGULATIONS; (C) IN COMPLIANCE WITH THE EXEMPTION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT PROVIDED BY RULE 144 THEREUNDER, IF AVAILABLE, AND IN COMPLIANCE WITH ANY APPLICABLE STATE SECURITIES LAWS; OR (D) IN ANOTHER TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE U.S. SECURITIES ACT OR ANY APPLICABLE STATE SECURITIES LAWS, AND, IN THE CASE OF CLAUSE (C) OR (D), THE SELLER FURNISHES TO THE CORPORATION AN OPINION OF COUNSEL OF RECOGNIZED STANDING IN FORM AND SUBSTANCE REASONABLY SATISFACTORY TO THE CORPORATION AND THE REGISTRAR AND TRANSFER AGENT TO SUCH EFFECT."

(ii) if the Purchaser is ever determined to be an issuer that is, or that has been at any time previously, an issuer with no or nominal operations and no or nominal assets other than cash and cash equivalents, Rule 144 under the U.S. Securities Act may not be available for re-sales of the Payment Shares; and (ii) the Purchaser is not

obligated to take, and have no present intention of taking, as applicable, any action to make Rule 144 under the U.S. Securities Act (or any other exemption) available for re-sales of any of the Purchase Shares;

(iii) the Purchaser is not obligated to file, and has no present intention of filing, with the United States Securities and Exchange Commission or with any state securities regulatory authority any registration statement in respect of resales of the Payment Shares;

(iv) the financial statements of the Purchaser are prepared in accordance with International Financial Reporting Standards, which differ in some respects from United States generally accepted accounting principles, and thus may not be comparable to financial statements of United States companies;

(v) it is aware, and understands that the acquisition, holding and disposition of the Payment Shares may have tax consequences under the laws of both the United States and Canada, confirms that no representation has been made to it by or on behalf of the Purchaser with respect thereto, and acknowledges and understands that it is its sole responsibility to determine and assess such tax consequences as may apply to its particular circumstances; and

(vi) the Payment Shares were not offered to the Shareholders by means of "general solicitation" or "general advertising" as such terms are defined in Regulation D under the U.S. Securities Act;

(j) in making the decision to acquire the Payment Shares, the Shareholder has relied solely upon the information provided in the Public Record and the Listing Statement, and the Shareholders own investigation of the Purchaser, which information and investigation has provided the Shareholder with all the information the Shareholder has deemed necessary for purposes of the Shareholder's investment decision, and has not relied upon any statements made or information provided by the Purchaser or any of its officers, employees, agents or representatives other than the statements and information that is set forth the Public Record and the Listing Statement. The Shareholder has had the opportunity to ask and have answered any and all questions which the Shareholder wished with respect to the business and affairs of the Purchaser;

(k) the current structure of this transaction and all transactions and activities contemplated in this Agreement is not a scheme by the Shareholder to avoid the registration requirements of the U.S. Securities Act and any applicable state securities laws;

(l) the Shareholder has not authorized any person to act as broker or finder or in any other similar capacity in connection with the transactions contemplated by this Agreement, that in any manner may or will impose liability on AeroBloom or the Purchaser, except as otherwise disclosed in this Agreement; and

(m) to the knowledge of the Shareholder, no representation or warranty of the Shareholder contained in this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein not misleading.

6.03 Representations and Warranties of AeroBloom

AeroBloom represents and warrants to the Purchaser as follows and acknowledges that the Purchaser is relying on such representations and warranties in connection with the Transaction contemplated herein:

(a) AeroBloom is a corporation validly existing and in good standing under the laws of the jurisdiction of incorporation and is duly registered, licensed or qualified to carry on business under the laws of the jurisdictions in which the nature of its business makes such registration, licensing or qualification necessary;

(b) AeroBloom has the corporate power and capacity to enter into this Agreement and each additional agreement or instrument to be delivered pursuant to this Agreement, to perform its obligations hereunder and thereunder to own and lease its property, and to carry on its businesses as now being conducted;

(c) this Agreement has been, and each additional agreement or instrument to be delivered pursuant to this Agreement will be prior to the Time of Closing, duly authorized, executed and delivered by AeroBloom and each is, or will be at the Time of Closing, a legal, valid and binding obligation of AeroBloom, enforceable against AeroBloom in accordance with its terms, except as such enforcement may be limited by (i) bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other laws of general application affecting the rights and remedies of creditors, and (ii) general principles of equity (regardless of whether such enforcement is considered in a proceeding in equity or at law);

(d) the execution and delivery of this Agreement does not, and the consummation of the Transaction will not, (i) result in a breach or violation of the articles or by-laws of AeroBloom or of any resolutions of the directors or shareholders of AeroBloom, (ii) conflict with, result in a breach of, constitute a default under or accelerate the performance required by or result in the suspension, cancellation, material alteration or creation of a Lien upon any material agreement (including any AeroBloom Material Contract), license or permit to which AeroBloom is a party or by which AeroBloom is bound or to which any material assets or property of AeroBloom is subject, or (iii) violate any provision of any applicable law or regulation or any judicial or administrative order, award, judgment or decree applicable to AeroBloom;

(e) the authorized capital of AeroBloom consists of 50,000,000 shares of common stock, no par value, of which, as of the date of this Agreement, 32,486,659 AeroBloom Shares have been issued and outstanding as fully paid and non-assessable;

(f) other than as set forth in Section 5.03(e) and Schedule A hereto, there are no other common shares of AeroBloom or securities convertible, exercisable or exchangeable into common shares or preferred shares issued or outstanding;

(g) AeroBloom does not own, and has not at any time owned, and does not have any agreements of any nature to acquire, directly or indirectly, any shares in the capital of or other equity or proprietary interests in any person, and AeroBloom does not have any agreements to acquire or lease any material assets or properties or any other business operations;

(h) no person (other than the Purchaser pursuant to this Agreement) has any agreement, option, right or privilege (whether by law, pre-emptive or contractual) capable of becoming an

agreement, including convertible securities, options, warrants or convertible obligations of any nature, for the purchase, subscription, allotment or issuance of any unissued shares or other securities of AeroBloom;

(i) as at the Time of Closing the audited financial statements of AeroBloom for the fiscal year ended December 31, 2021 and the period from incorporation to December 31, 2020 (collectively, the **"AeroBloom Financial Statements"**), copies of which have been or will be provided to the Purchaser prior to the Time of Closing, are true and correct in every material respect and present fairly and accurately the financial position and results of the operations of AeroBloom for the period then ended and the AeroBloom Financial Statements have been prepared in accordance with U.S. GAAP applied on a consistent basis;

(j) to the knowledge of AeroBloom, no information has come to the attention of AeroBloom since December 31, 2021 that would or would reasonably be expected to require any restatement or revisions of any such financial statements;

(k) except as disclosed in the AeroBloom Financial Statements, there are no related-party transactions or off-balance sheet structures or transactions with respect to AeroBloom;

(l) except as disclosed in the AeroBloom Financial Statements, AeroBloom 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;

(m) AeroBloom has no reason to believe that AeroBloom is not conducting its business in compliance with all Applicable Laws, other than acts of non-compliance which, individually or in the aggregate, are not material, and AeroBloom has received any written notice of material violations of any law;

(n) the Contracts listed in Schedule 6.03(n) (the **"AeroBloom Material Contracts**") are all the Material Contracts of AeroBloom. Each of the AeroBloom Material Contracts is in full force and effect, unamended, and there exists no default, warranty claim or other obligation or liability or event, occurrence, condition or act (including the purchase and sale of the Purchased Shares hereunder and the other transactions contemplated hereunder, including, without limitation, the issuance of the Payment Shares) which, with the giving of notice, the lapse of time or the happening of any other event or condition, would become a default, or give rise to a warranty claim or other obligation or liability thereunder. AeroBloom has not violated or breached, in any material respect, any of the terms or conditions of any AeroBloom Material Contract to which it is a party and all the covenants to be performed by any other party thereto have been performed;

(o) there are no waivers, consents, notices or approvals required to be given or obtained by AeroBloom in connection with the Transaction and the other transactions contemplated by this Agreement under any Contract to which AeroBloom is a party, except as shall have been obtained before the Time of Closing, or consents that, if not obtained, would not reasonably be expected to have a Material Adverse Effect on AeroBloom;

(p) no consent, approval, order or authorization of, or registration or declaration with, any applicable Governmental Authority with jurisdiction over AeroBloom is required to be obtained by AeroBloom in connection with the execution and delivery of this Agreement, except for those consents, orders, authorizations, declarations, registrations or approvals

which are contemplated by this Agreement or those consents, orders, authorizations, declarations, registrations or approvals that, if not obtained, would not prevent or materially delay the consummation of the Transaction or otherwise prevent or materially delay AeroBloom from performing its obligations under this Agreement and could not reasonably be expected to have a Material Adverse Effect on AeroBloom;

(q) there is no suit, action or proceeding or, to the knowledge of AeroBloom, pending or threatened against AeroBloom that, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect on AeroBloom, and there is no judgment, decree, injunction, rule or order of any Governmental Authority outstanding against AeroBloom causing, or which could reasonably be expected to cause, a Material Adverse Effect on AeroBloom;

(r) no bankruptcy, insolvency or receivership proceedings have been instituted by AeroBloom or, to the knowledge of AeroBloom, are pending against AeroBloom;

(s) AeroBloom has good and marketable title to its properties and assets (other than property or an asset as to which AeroBloom is a lessee, in which case it has a valid leasehold interest) except for such defects in title that individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect on AeroBloom;

(t) no person has any written or oral agreement, option, understanding or commitment, or any right or privilege capable of becoming an agreement, option, understanding or commitment for the purchase from AeroBloom of any of its assets or property;

(u) AeroBloom has all permits, licences, certificates of authority, orders and approvals of, and has made all filings, applications and registrations with, applicable Governmental Authorities and other persons that are required in order to permit it to carry on its business as presently conducted, except for such permits, licences, certificates, orders, filings, applications and registrations, which the failure to have or make, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect on AeroBloom, and all such permits, licenses, certificates of authority, orders and approvals are in good standing and have been complied with in all material respects;

(v) AeroBloom has filed in the prescribed manner and within the prescribed times all Tax Returns required to be filed by AeroBloom, in all applicable jurisdictions as of the date hereof and all Tax Returns that have been filed by, or with respect to AeroBloom are true, complete and correct in all material respects. AeroBloom has duly and timely paid any Tax due and payable by it, including all instalments on account of Tax that are due and payable before the date hereof, whether or not assessed by the appropriate Governmental Authority, and has duly and timely paid all assessments and reassessments it has received in respect of any Tax;

(w) there are no audits, reassessments or other proceedings in progress or, to the knowledge of AeroBloom, threatened against AeroBloom, in respect of any Tax and, in particular, there are no currently outstanding reassessments or written enquiries which have been issued or raised by any Governmental Authority relating to any Tax, and AeroBloom has not received any indication from any Governmental Authority that any assessment or reassessment is proposed;

(x) AeroBloom has deducted, withheld or collected and remitted in a timely manner to the relevant Governmental Authority each Tax or other amount required to be deducted, withheld or collected and remitted by it;

(y) AeroBloom has not been notified by any Governmental Authority of any investigation with respect to it that is pending or threatened, nor has any Governmental Authority notified AeroBloom of such Governmental Authority's intention to commence or to conduct any investigation that could be reasonably likely to have a Material Adverse Effect on AeroBloom;

(z) Schedule 6.03(z) set forth all of the employees, officers and directors of AeroBloom as of the date of this Agreement and the proposed employees and contractors of AeroBloom as of the Closing Date;

(aa) Other than as disclosed in Schedule 6.03(z), AeroBloom is not a party to any written or oral policy, agreement, obligation or understanding providing for severance or termination payments to, or any employment or consulting agreement with, any director, officer, employee or consultant of AeroBloom that cannot be terminated with payment of no more than one times such individual's monthly salary, recognizing that a court of competent jurisdiction in an action for wrongful dismissal or otherwise has the authority to award damages in an amount greater than one times an individual's monthly salary;

(bb) AeroBloom is not: (i) subject to any application for certification or threatened or apparent union organizing campaigns for employees not covered under a collective bargaining agreement, or (ii) subject to any current, pending or threatened strike or lockout;

(cc) there is no change of control payment that is triggered by this Transaction, and there are no severance payments or termination payments that AeroBloom is obligated to pay, including without limitation, to any consultants, directors, officers, employees or agents;

(dd) AeroBloom is not subject to any claim for wrongful dismissal, constructive dismissal or any tort claim, actual, pending or threatened, or any litigation, actual, pending or threatened, relating to employment or termination of employment of employees or independent contractors;

(ee) AeroBloom has operated in all material respects in accordance with all applicable law with respect to employment and labour, including, but not limited to, employment and labour standards, occupational health and safety, employment equity, pay equity, workers' compensation, human rights and labour relations and there are no current, pending or threatened, material proceedings before any board or tribunal with respect to any of the above.

(ff) the Corporate Records of AeroBloom are complete and accurate in all material respects and all corporate proceedings and actions reflected therein have been conducted or taken in compliance with all applicable laws and with the constating documents of AeroBloom and without limiting the generality of the foregoing: (i) the minute books of AeroBloom contain complete and accurate minutes of all meetings of the directors and shareholders of AeroBloom; (ii) such minute books contain all written resolutions passed by the directors and shareholders of AeroBloom; (iii) the securities register of AeroBloom are complete and accurate, and all transfers of shares of AeroBloom have been duly completed and approved; and (iv) the registers of directors and officers are complete and accurate and all

former and present directors and officers of AeroBloom were duly elected or appointed as the case may be;

(gg) all Books and Records of AeroBloom have been fully, properly and accurately kept and, where required, completed in accordance with U.S. GAAP, and there are no material inaccuracies or discrepancies of any kind contained or reflected therein;

(hh) AeroBloom owns and possesses, or will own and possess as of the Time of Closing, good and marketable title to the AeroBloom Owned Intellectual Property free and clear of all Liens;

(ii) AeroBloom has been granted the right to use all AeroBloom Licensed Intellectual Property to conduct AeroBloom's business as currently conducted pursuant to agreements validly entered into, and which, subject to their respective terms and conditions, will be enforceable by AeroBloom on and after the Closing Date to the same extent as prior to the Closing Date;

(jj) all of the AeroBloom Owned Intellectual Property which has been registered or which is the subject of an application for registration has been properly maintained and renewed by AeroBloom in all material respects in accordance with all Applicable Laws;

(kk) to the knowledge of AeroBloom, the conduct of AeroBloom does not infringe upon the Intellectual Property rights of any person. No claims have been asserted or, to the knowledge of AeroBloom, are or could be threatened by any person alleging that the conduct of AeroBloom, including the use of the AeroBloom Owned or Licensed Intellectual Property, infringes upon any of their Intellectual Property rights. To the knowledge of AeroBloom, no person is currently infringing any of the AeroBloom Owned Intellectual Property;

(ll) the Transaction contemplated by this Agreement and the continued operation of the business of each of AeroBloom and the Purchaser as presently conducted will not violate or breach in any material respect the terms of any license or other Contract related to the AeroBloom Owned Intellectual Property or Licensed Intellectual Property (the "**Intellectual Property Contracts**") or entitle any other party to any such Intellectual Property Contract to terminate or modify it, or otherwise adversely affect in any material respect AeroBloom's rights thereunder;

(mm) following the Closing Date, none of the Shareholders or any of their affiliates (except for AeroBloom) or any third-party will retain any interest in or use any of the AeroBloom Owned Intellectual Property and AeroBloom Licensed Intellectual Property, except for AeroBloom Owned Intellectual Property or AeroBloom Licensed Intellectual Property that is or will be made publicly available in accordance with one or more open source licenses, if any;

(nn) to the knowledge of AeroBloom, each piece of software owned and used by AeroBloom operates in all material respects within its specifications consistent with and subject to all documentation provided with such software, without material error or defect other than those errors or defects that are at a level or of a type that are normally found or contained in similar or competitive software available generally in the marketplace;

(oo) all employees, officers and contractors of AeroBloom who contributed to the creation of the AeroBloom Owned Intellectual Property are parties to agreements under which they

are subject to confidentiality, IP assignment and waiver and proprietary information provisions in favour of AeroBloom in a form reasonably satisfactory to provide AeroBloom with clear title and ownership on such employees' and contractors' rights pertaining to the AeroBloom Owned Intellectual Property;

(pp) Schedule 1.01(f) contains a list of all Intellectual Property owned or used by AeroBloom in relation to its Business or in which AeroBloom has any rights or licenses, together with a brief description of each;

(qq) the domain names for the websites set forth on Schedule 1.01(f) are validly registered by or for AeroBloom. Such websites contain such legal disclaimers and privacy policies that, in accordance with industry practice, are customarily contained on similar websites;

(rr) AeroBloom is not a "reporting issuer" or equivalent in any jurisdiction nor are any shares of AeroBloom listed or quoted on any stock exchange or electronic quotation system; and

(ss) to the knowledge of AeroBloom, no representation or warranty of AeroBloom contained in this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein not misleading.

6.04 Survival of Representations and Warranties

The representations and warranties made by the parties and contained in this Agreement or any document or certificate given pursuant hereto shall survive the Closing of the Transaction until the date that is 12 months from the date of Closing, except that the representations and warranties set out in Sections 6.03(v) to 6.03(x), shall survive and continue in full force and effect until 90 days after the expiration of the period (the "**tax assessment period**") during which any tax assessment may be issued by a Governmental Authority in respect of any taxation year to which such representations and warranties extend. The tax assessment period will be determined having regard to any consent, waiver, agreement or other document that extends the period during which a Governmental Authority may issue a tax assessment**.** No claim for breach of any representation, warranty or covenant shall be valid unless that party against whom such claim is made has been given notice thereof before the expiry of the relevant survival period set out herein.

ARTICLE VII
COVENANTS

7.01 Mutual Covenants

Each of the parties hereby covenants and agrees as follows:

(a) to use commercially reasonable efforts to satisfy (or cause the satisfaction of) the conditions precedent to its obligations hereunder which are reasonably under its control 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 under applicable laws and regulations to complete the Transaction in accordance with the terms of this Agreement. Without limiting the generality of the foregoing, in the event that any person, including without limitation, any securities regulatory authority, seeks to prevent, delay or hinder implementation of all or any portion of the Transaction or seeks to invalidate all or any portion of this Agreement,

the Purchaser and AeroBloom shall use commercially reasonable efforts to resist such proceedings and to lift or rescind any injunction or restraining order or other order or action seeking to stop or otherwise adversely affecting the ability of the parties to complete the Transaction;

(b) to use commercially reasonable efforts to obtain, before the Time of Closing, all authorizations, waivers, exemptions, consents, orders and other approvals from domestic or foreign courts, Governmental Authorities, shareholders and third parties as are necessary for the consummation of the transactions contemplated herein;

(c) to use commercially reasonable efforts to defend or cause to be defended any lawsuits or other legal proceedings brought against it challenging this Agreement or the completion of the Transaction; neither the Purchaser nor AeroBloom will settle or compromise any claim brought against them in connection with the transactions contemplated by this Agreement prior to the Closing Date without the prior written consent of each of the others, such consent not to be unreasonably withheld or delayed;

(d) to promptly notify each of the other parties if any representation or warranty made by it in this Agreement ceases to be true and correct in all respects (in the case of any representation or warranty containing any materiality or Material Adverse Effect qualifier) or in all material respects (in the case of any representation or warranty without any materiality or Material Adverse Effect qualifier) and of any failure to comply in any material respect with any of its obligations under this Agreement;

(e) to co-operate with each of the other parties hereto in good faith in order to ensure the timely completion of the Transaction; and

(f) to use commercially reasonable efforts to co-operate with each of the other parties hereto in connection with the performance by the other of its obligations under this Agreement.

7.02 <u>Covenants of the Purchaser</u>

The Purchaser covenants and agrees with the Shareholders and AeroBloom that:

(a) subject to Exchange approval, the Purchaser will within ten Business Days after the Effective Date, advance to AeroBloom a secured, non-interest bearing bridge loan in the principal amount of US$59,250 (the "**Bridge Loan**");

(b) until the earlier of the Closing Date and the date upon which this Agreement is terminated in accordance with Article IX, it will:

(i) in a timely and expeditious manner:

A. file and/or deliver any document or documents as may be required in order for the Transaction as contemplated herein to be effective; and

B. file and/or deliver any document or documents required pursuant to applicable laws and/or the rules and policies of the Exchange in connection with the Transaction as contemplated herein after the Closing;

(ii) not solicit, initiate, knowingly encourage, cooperate with or facilitate (including by way of furnishing any non-public information or entering into any form of

agreement, arrangement or understanding) the submission, initiation or continuation of any oral or written inquiries or proposals or expressions of interest regarding, constituting or that may reasonably be expected to lead to any activity, arrangement or transaction or propose any activities or solicitations in opposition to or in competition with the Transaction, and without limiting the generality of the foregoing, not to induce or attempt to induce any other person to initiate any shareholder proposal or "takeover bid," exempt or otherwise, within the meaning of the *Securities Act* (British Columbia), for securities or assets of the Purchaser, nor to undertake any transaction or negotiate any transaction which would be or potentially could be in conflict with the Transaction, including, without limitation, allowing access to any third party to conduct due diligence, nor to permit any of its officers or directors to authorize such access, except as required by statutory obligations. In the event the Purchaser, including any of its officers or directors, receives any form of offer or inquiry, the Purchaser shall forthwith (in any event within one business day following receipt) notify AeroBloom of such offer or inquiry and provide AeroBloom with such details as it may request;

(iii) to make available and afford AeroBloom and its authorized representatives and, if requested by AeroBloom, provide a copy of, all title documents, contracts, financial statements, minute books, share certificate books, if any, share registers, plans, reports, licences, orders, permits, books of account, accounting records, constating documents and all other documents, information and data relating to the Purchaser. The Purchaser will afford AeroBloom and its authorized representatives every reasonable opportunity to have free and unrestricted access to the Purchaser's property, assets, undertaking, records and documents. At the request of AeroBloom, the Purchaser will execute or cause to be executed such consents, authorizations and directions as may be necessary to permit any inspection of the Purchaser's business and any of its property or to enable AeroBloom and its authorized representatives to obtain full access to all files and records relating to any of the assets of the Purchaser maintained by governmental or other public authorities. The obligations in this Section 7.02(b)(iii) are subject to any access or disclosure contemplated herein not being otherwise prohibited by reason of a confidentiality obligation owed to a third party for which a waiver cannot be obtained, provided that in such circumstance the Purchaser will be required to disclose that information has been withheld on this basis. The exercise of any rights of inspection by or on behalf of AeroBloom under this Section 7.02(b)(iii) will not mitigate or otherwise affect the representations and warranties of the Purchaser hereunder;

(iv) to the extent necessary, make application to the Exchange and diligently pursue the approval of the Transaction (including the obligation of the Purchaser to issue the Payment Shares);

(v) except for non-substantive communications, and provided that such disclosure is not otherwise prohibited by reason of a confidentiality obligation owed to a third party for which a waiver cannot be obtained (provided that in such circumstance the Purchaser will be required to disclose that information has been withheld on this basis), furnish promptly to AeroBloom (on behalf of itself and the Shareholders) a copy of each notice, report, schedule or other document or communication delivered, filed or received by the Purchaser in connection with or related to the Transaction, any filings under applicable laws and any dealings with

any Governmental Authority in connection with or in any way affecting the Transaction as contemplated herein;

(vi) use commercially reasonable efforts to satisfy (or cause the satisfaction of) the conditions precedent to its obligations set forth in this Agreement to the extent the same are within its control 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 under all applicable laws to complete the Transaction as contemplated herein, including using commercially reasonable efforts to:

A. obtain all necessary waivers, consents and approvals required to be obtained by it from other parties to loan agreements, leases, licenses, agreements and other Contracts, as applicable;

B. effect all necessary registrations and filings and submissions of information requested by any Governmental Authority required to be effected by it in connection with the Transaction and participate and appear in any proceedings of either the Purchaser or AeroBloom before any Governmental Authority to the extent permitted by such authorities; and

C. fulfill all conditions and satisfy all provisions of this Agreement and the Transaction;

(vii) subject to Applicable Laws or as authorized by this Agreement, not take any action, refrain from taking any action, or permit any action to be taken or not taken inconsistent with this Agreement or which would reasonably be expected to significantly impede the consummation of the Transaction;

(viii) except as may be necessary or desirable in order to effect the Transaction as contemplated hereunder, not alter or amend its notice of articles or articles as the same exist at the date of this Agreement;

(ix) not merge into or with, or amalgamate or consolidate with, or enter into any other corporate reorganization or arrangement with, or transfer its undertaking or assets as an entirety or substantially as an entirety to, any other person or perform any act which would render inaccurate in any material way any of its representations and warranties set forth herein as if such representations and warranties were made at a date subsequent to such act and all references to the date of this Agreement were deemed to be such later date, except as contemplated in this Agreement, and without limiting the generality of the foregoing, it will not make any distribution by way of dividend, distribution of property or assets, return of capital or otherwise to or for the benefit of its shareholders; and

(x) take all necessary corporate action and proceedings to approve and authorize the issuance of the Payment Shares to the Shareholders.

7.03 <u>Covenants of AeroBloom</u>

AeroBloom covenants and agrees with the Purchaser that, until the earlier of the Closing Date and the date upon which this Agreement is terminated in accordance with Article IX, it will:

(a) not solicit, initiate, knowingly encourage, cooperate with or facilitate (including by way of furnishing any non-public information or entering into any form of agreement, arrangement or understanding) the submission, initiation or continuation of any oral or written inquiries or proposals or expressions of interest regarding, constituting or that may reasonably be expected to lead to any activity, arrangement or transaction or propose any activities or solicitations in opposition to or in competition with the Transaction, and without limiting the generality of the foregoing, not to induce or attempt to induce any other person to initiate any shareholder proposal or "takeover bid," exempt or otherwise, within the meaning of the General Corporation Law of California, for securities or assets of AeroBloom, nor to undertake any transaction or negotiate any transaction which would be or potentially could be in conflict with the Transaction, including, without limitation, allowing access to any third party to conduct due diligence, nor to permit any of its officers or directors to authorize such access, except as required by statutory obligations. In the event, AeroBloom, including any of its officers or directors, receives any form of offer or inquiry, AeroBloom shall forthwith (in any event within one business day following receipt) notify the Purchaser of such offer or inquiry and provide the Purchaser with such details as it may request;

(b) to make available and afford the Purchaser and its authorized representatives and, if requested by the Purchaser, provide a copy of all title documents, contracts, financial statements, minute books, share certificate books, if any, share registers, plans, reports, licences, orders, permits, books of account, accounting records, constating documents and all other documents, information and data relating to AeroBloom. AeroBloom will afford the Purchaser and its authorized representatives every reasonable opportunity to have free and unrestricted access to AeroBloom's property, assets, undertaking, records and documents. At the request of the Purchaser, AeroBloom will execute or cause to be executed such consents, authorizations and directions as may be necessary to permit any inspection of AeroBloom's business and any of its property or to enable the Purchaser or its authorized representatives to obtain full access to all files and records relating to any of the assets of AeroBloom maintained by governmental or other public authorities. The obligations in this Section 7.03(b) are subject to any access or disclosure contemplated herein not being otherwise prohibited by reason of a confidentiality obligation owed to a third party for which a waiver cannot be obtained, provided that in such circumstance AeroBloom will be required to disclose that information has been withheld on this basis. The exercise of any rights of inspection by or on behalf of Purchaser under this Section 7.03(b) will not mitigate or otherwise affect the representations and warranties of AeroBloom hereunder;

(c) except for non-substantive communications, and provided that such disclosure is not otherwise prohibited by reason of a confidentiality obligation owed to a third party for which a waiver cannot be obtained (provided that in such circumstance AeroBloom will be required to disclose that information has been withheld on this basis), furnish promptly to the Purchaser a copy of each notice, report, schedule or other document or communication delivered, filed or received by AeroBloom in connection with or related to the Transaction, any filings under applicable laws and any dealings with any Governmental Authority in connection with or in any way affecting the Transaction as contemplated herein;

(d) use commercially reasonable efforts to satisfy (or cause the satisfaction of) the conditions precedent to its obligations set forth in this Agreement to the extent the same are within its control 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 under all applicable laws to complete the Transaction, including using commercially reasonable efforts to:

(i) obtain all necessary waivers, consents and approvals required to be obtained by it from other parties to loan agreements, leases, licenses, agreements and other Contracts;

(ii) effect all necessary registrations and filings and submissions of information requested by any Governmental Authority required to be effected by it in connection with the Transaction and participate and appear in any proceedings of either AeroBloom or the Purchaser before any Governmental Authority to the extent permitted by such authorities; and

(iii) fulfill all conditions and satisfy all provisions of this Agreement and the Transaction;

(e) subject to Applicable Laws or as authorized by this Agreement, not take any action, refrain from taking any action, or permit any action to be taken or not taken inconsistent with this Agreement or which would reasonably be expected to significantly impede the consummation of the Transaction;

(f) conduct and operate its business and affairs only in the ordinary course consistent with past practice and use commercially reasonable efforts to preserve its business organization, goodwill and material business relationships with other persons and, for greater certainty, it will not enter into any material transaction out of the ordinary course of business consistent with past practice without the prior consent of the Purchaser, and AeroBloom will keep the Purchaser fully informed as to the material decisions or actions required or required to be made with respect to the operation of its business, provided that such disclosure is not otherwise prohibited by reason of a confidentiality obligation owed to a third party for which a waiver could not be obtained;

(g) except as may be necessary or desirable in order to effect the Transaction as contemplated hereunder, not alter or amend its articles or notice of articles as the same exist at the date of this Agreement;

(h) not merge into or with, or amalgamate or consolidate with, or enter into any other corporate reorganization or arrangement with, or transfer its undertaking or assets as an entirety or substantially as an entirety to, any other person or perform any act which would render inaccurate in any material way any of its representations and warranties set forth herein as if such representations and warranties were made at a date subsequent to such act and all references to the date of this Agreement were deemed to be such later date, except as contemplated in this Agreement, and without limiting the generality of the foregoing, it will not:

(i) make any distribution by way of dividend, distribution of property or assets, return of capital or otherwise to or for the benefit of its shareholders;

(ii) increase or decrease its paid-up capital or purchase or redeem any shares;

(iii) issue or enter into any commitment to issue any of its shares or securities convertible into, or rights, warrants or options to acquire any such shares;

(iv) not to authorize, sell or issue, or negotiate or enter into an agreement to sell or issue, any securities of AeroBloom (including those that are convertible or exchangeable into securities of AeroBloom), other than as contemplated under this Agreement; and

(i) take all necessary corporate action and proceedings to approve and authorize the valid and effective transfer of the Purchased Shares to the Purchaser.

7.04 Covenants of the Shareholders

Each Shareholder covenants and agrees with the other parties hereto that, until the earlier of the Closing Date and the date upon which this Agreement is terminated in accordance with Article IX, they will:

(a) enter into such escrow arrangements in respect of the Payment Shares as may be required in accordance with applicable securities laws and/or the policies of the Exchange;

(b) use commercially reasonable efforts to satisfy (or cause the satisfaction of) the conditions precedent to its obligations set forth in this Agreement to the extent the same are within its control and to take, or cause to be taken, all other action and to do, or cause to be done, all other things necessary, proper or advisable under all applicable laws to complete the Transaction, including using commercially reasonable efforts to:

(i) effect all necessary registrations and filings and submissions of information requested by any Governmental Authority required to be effected by it in connection with the Transaction; and

(ii) fulfill all conditions and satisfy all provisions of this Agreement and the Transaction;

(c) subject to Applicable Laws or as otherwise authorized by this Agreement, not take any action, refrain from taking any action, or permit any action to be taken or not taken, inconsistent with this Agreement or which would reasonably be expected to significantly impede the consummation of the Transaction;

(d) take all necessary corporate action and proceedings to approve and authorize the valid and effective transfer of the Purchased Shares to the Purchaser; and

(e) not encumber in any manner the Purchased Shares and ensure that at the Time of Closing the Purchased Shares are free and clear of all Liens, demands, claims and other encumbrances whatsoever.

ARTICLE VIII
POWER OF ATTORNEY

Each of the Shareholders hereby nominates, constitutes and irrevocably appoints each officer of AeroBloom as his true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, and in his name, place and stead, to execute any and all documents, instruments and agreements relating to the Transaction, including duly executed stock powers of attorney authorizing the transfer to the Purchaser of AeroBloom Shares held by each respective Shareholder, with full power and authority to do

and perform each and every act and thing requisite and necessary to be done, as fully and to all intents and purposes as each of the undersigned Shareholders might or could do in person, and each of the undersigned Shareholders hereby irrevocably ratifies and agrees to ratify and confirm all actions taken by the said attorney-in-fact and agent, or his substitute or substitutes, as they may lawfully do or cause to be done by virtue hereof.

ARTICLE IX
TERMINATION

9.01 Termination

This Agreement may be terminated at any time prior to the Closing:

(a) by mutual written consent of the Purchaser and the Shareholders;

(b) by either the Shareholders or the Purchaser if the Closing shall not have been consummated on or prior to the Outside Date, without liability to the terminating party on account of such termination; provided that the right to terminate this Agreement pursuant to this Section 9.01(b) shall not be available to a party whose breach or violation of any representation, warranty, covenant, obligation or agreement under this Agreement has been the cause of or has resulted in the failure of the Closing to occur on or before such date;

(c) by the Purchaser, upon written notice to the other parties (specifying in reasonable detail the circumstances giving rise to the Purchaser's right to terminate):

(i) if any condition set out in Section 4.01 (*Mutual Conditions of Closing*) or Section 4.02 (*Conditions of Closing in Favour of the Purchaser*) that has not been waived by the Purchaser is not satisfied at or before the Closing Time; or

(ii) if any condition set out in Section 4.01 (*Mutual Conditions of Closing*) or Section 4.02 (*Conditions of Closing in Favour of the Purchaser*) that has not been waived by the Purchaser is not capable of being satisfied by the Outside Date,

in each case provided that the failure to satisfy that condition is not the result, directly or indirectly, of the Purchaser's breach of this Agreement; or

(d) by a Shareholder, upon written notice to the other parties (specifying in reasonable detail the circumstances giving rise to that Seller's right to terminate):

(i) if any condition set out in Section 4.01 (*Mutual Conditions of Closing*) or 4.03 (*Conditions in Favour of* AeroBloom *and the Shareholder)* that has not been waived by the Shareholder and AeroBloom is not satisfied at or before the Closing Time; or

(ii) if any condition set out in Section 4.01 (*Mutual Conditions of Closing*) or 4.03 (*Conditions in Favour of AeroBloom and the Shareholder)* that has not been waived by the Shareholder and AeroBloom is not capable of being satisfied by the Outside Date,

in each case provided that the failure to satisfy that condition is not the result, directly or indirectly, of the breach of this Agreement by a Shareholder or AeroBloom.

9.02 Notice and Cure Provisions

(a) Each party will give prompt notice to the other parties hereto of the occurrence, or failure to occur, at any time from the date hereof until the Closing Date, of any event or state of facts which occurrence or failure would or would be likely to:

(i) cause any of the representations or warranties of such party contained herein to be untrue or inaccurate on the date hereof or at the Closing Date; or

(ii) result in the failure by such party to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by such party hereunder prior to the Closing Date.

Notification provided under this Section 9.02(a) will not affect the representations, warranties or covenants of the parties (or related remedies) or the conditions to the obligations of the parties in this Agreement.

(b) The Purchaser may not elect to exercise its termination right under Section 9.01(c) and the Shareholder may not exercise to exercise its termination right under Section 9.01(d) unless the party seeking to terminate this Agreement (the "**Electing Party**") has delivered a written notice (a "**Cure Notice**") to the party or parties (the "**Curing Party**") whose breaches of representations, warranties and covenants that the Electing Party is asserting as the basis for the exercise of the termination right, detailing all such breaches of representations, warranties and covenants.

(c) If a Cure Notice is delivered, provided that the Curing Party is proceeding diligently to cure the relevant matter set out in the Cure Notice, the Electing Party may not terminate this Agreement under Section 9.01(c) or 9.01(d), as applicable, until the earlier of the Outside Date and the date that is ten Business Days after the delivery of the Cure Notice; provided that no cure period will be provided in connection with a matter that by its nature cannot be cured. If a matter is cured within the cure period referred to in this Section this Agreement may not be terminated under Section 9.01(c) or 9.01(d) as a result of that cured matter.

9.03 Effect of Termination

Upon termination of this Agreement in accordance with the terms hereof, the parties hereto shall have no further obligations under this Agreement, other than: (a) the obligations contained in Sections 11.02, 11.07 and 11.10, and other provisions of this Agreement which survive termination in accordance with their terms, which shall survive the termination of this Agreement and continue in full force and effect; and (b) the termination of this Agreement at any time before the Closing will not relieve any party from any liability arising before that termination.

ARTICLE X
INDEMNIFICATION

10.01 Indemnification by the Purchaser

Subject to Section 6.04, the Purchaser shall indemnify and save the Shareholders and AeroBloom harmless for and from:

(a) any loss, damages or deficiencies suffered by the Shareholders or AeroBloom as a result of any breach of representation, warranty or covenant on the part of the Purchaser contained in this Agreement or in any certificate or document delivered pursuant to or contemplated by this Agreement; and

(b) all claims, demands, costs and expenses, including legal fees, in respect of the foregoing.

10.02 Indemnification by AeroBloom

Subject to Section 6.04, AeroBloom shall indemnify and save the Purchaser harmless for and from:

(a) any loss, damages or deficiencies suffered by the Purchaser as a result of any breach of representation, warranty or covenant on the part of AeroBloom contained in this Agreement or in any certificate or document delivered pursuant to or contemplated by this Agreement; and

(b) all claims, demands, costs and expenses, including legal fees, in respect of the foregoing.

10.03 Indemnification by Shareholder

Subject to Section 6.04, the Shareholders shall indemnify and save the Purchaser harmless for and from:

(a) any loss, damages or deficiencies suffered by the Purchaser as a result of any breach by the Shareholders of any representation, warranty or covenant on the part of the Shareholders contained in this Agreement or in any certificate or document delivered pursuant to or contemplated by this Agreement;

(b) all claims, demands, costs and expenses, including legal fees, in respect of the foregoing.

10.04 Notice of Claim

If a party (the "**Indemnified Party**") becomes aware of a loss or potential loss in respect of which an Indemnifying Party has agreed to indemnify it under Article X, shall promptly give written notice to the party or parties, as applicable, responsible for indemnifying the Indemnified Party (the "**Indemnifying Party**") of its claim or potential claim for indemnification pursuant to Sections 10.01, 10.02 and 10.03 (a "**Claim**", which term shall include more than one Claim). Such notice shall specify whether the Claim arises as a result of a claim by a person against the Indemnified Party (a "**Third Party Claim**") or whether the Claim does not so arise (a "**Direct Claim**"), and shall also specify with reasonable particularity (to the extent that the information is available):

(a) the factual basis for the Claim; and

(b) the amount of the Claim, or, if any amount is not then determinable, an approximate and reasonable estimate of the likely amount of the Claim.

If, through the fault of the Indemnified Party, the Indemnifying Party does not receive a notice of an indemnity claim in time to effectively contest the determination of any liability capable of being contested, the Indemnifying Party will be entitled to set off against the amount claimed by the Indemnified Party the amount of any loss incurred by the Indemnifying Party resulting from the Indemnified Party's failure to give an indemnity notice on a timely basis.

10.05 Procedure for Indemnification

(a) Direct Claims. With respect to Direct Claims, following receipt of notice from the Indemnified Party of a Claim, the Indemnifying Party shall have 30 days to make such investigation of the Claim as the Indemnifying Party considers necessary or desirable, acting reasonably. For the purpose of such investigation, the Indemnified Party shall make available to the Indemnifying Party the information relied upon by the Indemnified Party to substantiate the Claim. If the Indemnified Party and the Indemnifying Party agree at or prior to the expiration of such 30 day period (or any mutually agreed upon extension thereof) to the validity and amount of such Claim, the Indemnifying Party shall immediately pay to the Indemnified Party the full agreed upon amount of the Claim.

(b) Third Party Claims. With respect to any Third Party Claim, the Indemnifying Party shall have the right, at its own expense, to participate in or assume control of the negotiation, settlement or defence of such Third Party Claim and, in such event, the Indemnifying Party shall reimburse the Indemnified Party for all the Indemnified Party's commercially reasonable out-of-pocket expenses incurred as a result of such participation or assumption. If the Indemnifying Party elects to assume such control, the Indemnified Party shall cooperate with the Indemnifying Party, shall have the right to participate in the negotiation, settlement or defence of such Third Party Claim at its own expense and shall have the right to disagree on reasonable grounds with the selection and retention of counsel, in which case counsel satisfactory to the Indemnifying Party and the Indemnified Party shall be retained by the Indemnifying Party. If the Indemnifying Party, having elected to assume such control, thereafter fails to defend any such Third Party Claim within a reasonable time, the Indemnified Party shall be entitled to assume such control and the Indemnifying Party shall be bound by the results obtained by the Indemnified Party with respect to such Third Party Claim.

10.06 General Indemnification Rules

The obligations of the Indemnifying Party to indemnify the Indemnified Party in respect of Claims shall also be subject to the following:

(a) without limiting the generality of Sections 10.01, 10.02 and 10.03, any Claim for breach of any representation, warranty or covenant shall be subject to Section 6.04;

(b) the Indemnifying Party shall not be required to indemnify the Indemnified Party under this Article X unless the aggregate of all losses under the indemnity claims made by the Indemnified Party exceeds $50,000, in which case the Indemnifying Party will be obligated to pay the full amount owing by it under this Article X in respect of all indemnity claims (both below and above that threshold);

(c) the aggregate liability of the Shareholder and prior to the Time of Closing, AeroBloom, to any and all Indemnified Parties under this Article X shall be limited to the Payment Shares;

(d) the aggregate liability of Purchaser, and after the Time of Closing, AeroBloom, to any and all Indemnified Parties under this Article X shall be limited to the Payment Shares;

(e) if any Third Party Claim is of a nature such that the Indemnified Party is required by applicable law to make a payment to any person (a "**Third Party**") with respect to such Third Party Claim before the completion of settlement negotiations or related legal proceedings, the Indemnified Party may make such payment and thereafter seek

reimbursement from the Indemnifying Party for any such payment. If any Indemnifying Party pays, or reimburses an Indemnified Party in respect of any Third Party Claim before completion of settlement negotiations or related legal proceedings, and the amount of any liability of the Indemnified Party under the Third Party Claim in respect of which such a payment was made, as finally determined, is less than the amount which was paid by the Indemnifying Party, the Indemnified Party shall, forthwith after receipt of the difference from the Third Party, pay the amount of such difference to the Indemnifying Party;

(f) except in the circumstance contemplated by Section 10.05, and whether or not the Indemnifying Party assumes control of the negotiation, settlement or defence of any Third Party Claim, the Indemnified Party shall not negotiate, settle, compromise or pay any Third Party Claim except with the prior written consent of the Indemnifying Party (which consent shall not be unreasonably withheld);

(g) the Indemnified Party shall not permit any right of appeal in respect of any Third Party Claim to terminate without giving the Indemnifying Party notice and an opportunity to contest such Third Party Claim;

(h) the Indemnified Party and the Indemnifying Party shall cooperate fully with each other with respect to Third Party Claims and shall keep each other fully advised with respect thereto (including supplying copies of all relevant documentation promptly as it becomes available); and

(i) the provisions of this Article X shall constitute the sole remedy available to a party against another party with respect to any and all breaches of any agreement, covenant, representation or warranty made by such other party in this Agreement; provided, however, that this Section 10.06(i) shall not limit or restrict an Indemnified Party from seeking equitable remedies under or any remedies that may be available to an Indemnified Party in the case of intentional misrepresentation or fraud.

ARTICLE XI
GENERAL

11.01 Notices

Any notice, consent, waiver, direction or other communication required or permitted to be given under this Agreement (each, a "**notice**") shall be in writing and either delivered personally or by courier, or transmitted by e-mail or functionally equivalent electronic means of transmission, charges (if any) prepaid, and must be sent to the intended recipient at its address as follows:

(a) if to the Purchaser:

Glorious Creation Ltd.
Suite 405 – 1328 West pender Street
Vancouver, British Columbia
V6E 4T1

Attention: Andrea Yuan, Chief Financial Officer
E-mail: andrea@blackdragonfinancial.com

with a courtesy copy (which copy shall not constitute notice to the Purchaser) to:

DuMoulin Black LLP
595 Howe St, 10th Floor,
Vancouver, B.C. V6C 2T5

Attention: Justin Kates
Email: Jkates@dumoulinblack.com

(b) if AeroBloom or AeroBloom's Shareholder(s):

AeroBloom
5405 Alton Parkway, #505
Irvine, CA 92604

Attention: Darren Walz, Chief Executive Officer and Co-Founder
E-mail: darren@aerobloom.com

with a courtesy copy (which copy shall not constitute notice to AeroBloom or its Shareholders) to:

Lockett + Horwitz, A Prof. Law Corp.
2 South Point, Suite 275
Lake Forest, CA 92630

Attention: Lawrence W. Horwitz; Jessica M. Lockett
E-mail: lhorwitz@lhlawpc.com; jlockett@lhlawpc.com

or such other address as may be designated by notice given by either the Shareholder (on its own behalf and on behalf of AeroBloom) or the Purchaser to the other in accordance with this Section 11.01. Each notice shall be personally delivered to the addressee or sent by e-mail to the addressee and a notice which is personally delivered or sent by email shall, if delivered or sent prior to 4:00 p.m. (local time of the recipient) on a Business Day, be deemed to be given and received on that day and, in any other case, be deemed to be given and received on the next Business Day. Any notice delivered to the Shareholder in accordance with this Section 11.01 prior to the Time of Closing shall be deemed to have been delivered to AeroBloom.

11.02 Confidentiality

Each of the parties hereto will keep confidential and refrain from using any information obtained by it in connection with the transactions contemplated by this Agreement relating to any other party hereto, provided however that such obligation shall not apply to any information which was in the public domain at the time of its disclosure to a party or which subsequently comes into the public domain other than as a result of a breach of such party's obligations under this Section 11.02. For greater certainty, nothing contained herein shall prevent any disclosure of information which may be required pursuant to Applicable Laws or pursuant to an order in judicial or administrative proceedings or any other order made by any Governmental Authority but then only to the extent specifically required.

11.03 Assignment

Other than as provided herein, no party may assign this Agreement or its rights or obligations hereunder without the prior written consent of the other parties hereto, such consent not to be unreasonably withheld or delayed.

11.04 Binding Effect

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

11.05 Waiver

No waiver of any provision of this Agreement will constitute a waiver of any other provision, nor will any waiver constitute a continuing waiver unless otherwise expressly provided.

11.06 Governing Law

This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein and is to be treated in all respects as a British Columbia contract.

11.07 Expenses

Purchaser shall be responsible for its costs and expenses incurred with respect to the transactions contemplated herein, which are comprised of its legal fees and disbursements relating to preparing this Agreement and related documents specifically relating to the transactions contemplated herein, it being acknowledged, that documentation in respect of the Transaction shall, to as great an extent as reasonably possible, be prepared by the Purchaser's counsel with the assistance of AeroBloom as needed. AeroBloom shall be responsible for its costs and expenses incurred with respect to the transactions contemplated herein. If during the term of this Agreement, the Transaction does not successfully complete, then each party will be responsible for its own expenses incurred.

11.08 No Personal Liability

(a) No director, officer, employee or agent of the Purchaser (in such capacity) shall have any personal liability whatsoever to AeroBloom or the Shareholder under this Agreement or any other document delivered in connection with the Transaction on behalf of the Purchaser.

(b) No director, officer, employee or agent of Shareholders or AeroBloom (in such capacity) shall have any personal liability whatsoever to the Purchaser under this Agreement or any other document delivered in connection with the Transaction on behalf of Shareholders or AeroBloom.

11.09 Time of Essence

Time is of the essence of this Agreement and of each of its provisions.

11.10 Public Announcements

Subject always to the limitations contained in Section 11.02, the Shareholder and the Purchaser agree to make all commercially reasonable efforts to consult and cooperate with the other before issuing, or permitting any of its representatives to issue, any news releases or public statements with respect to this Agreement or the Transaction (including giving the other party the opportunity to review and comment on each of those releases and statements before its release), subject to laws and the requirements of the Exchange. A party's obligations under this Section 11.10: (a) will not prevent that party from fulfilling its continuous disclosure obligations or the fiduciary duties of the applicable board of directors, but that party must make commercially reasonable efforts to consult with the other party taking into account the time constraints imposed by those disclosure obligations; and (b) will not prevent that party (or its representatives) from making internal announcements to employees or having discussions with shareholders, financial analysts or other stakeholders as long as in each case those announcements and discussions are consistent with and limited to the information contained in the issued news releases and/or public statements.

11.11 Further Assurances

Each party will, upon request but without further consideration, from time to time promptly execute and deliver all further documents and take all further action necessary or appropriate to give effect to and perform the provisions and intent of this Agreement and to complete the transactions contemplated herein.

11.12 Entire Agreement

This Agreement and the documents required to be delivered pursuant to this Agreement, constitute the entire agreement among the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, between the parties hereto with respect to the subject matter hereof, and any agreement delivered pursuant to this Agreement. There are no representations, warranties, covenants or conditions with respect to the subject matter hereof except as contained in this Agreement and any document delivered pursuant to this Agreement.

11.13 Amendments

No amendment of any provision of this Agreement will be binding on any party unless consented to in writing by such party.

11.14 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.

11.15 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.

11.16 Counterparts

This Agreement may be executed and delivered in one or more counterparts and may be executed and delivered by facsimile or any other electronically communicated method, each of which when executed and delivered shall be deemed an original and all of which counterparts together shall be deemed to constitute one and the same instrument.

11.17 Independent Legal Advice

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

[Signature pages follow.]

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto on the date first above written.

GLORIOUS CREATION LTD.

By: */signed "Liam Corcoran"*
Name: Liam Corcoran
Title: Chief Executive Officer

AEROPONICS INTEGRATED SYSTEMS INC.

By: */signed "Darren Walz"*
Name: Darren Walz
Title: Chief Executive Officer

Schedule A
List of AeroBloom Shareholders

Shareholder	AeroBloom Shares	Equity
[*Redacted: personal contact information*]	[*Redacted: commercially sensitive information*]	[*Redacted: commercially sensitive information*]
Total Issued and Outstanding	**32,486,659**	

Notes:

(1) [*Redacted: commercially sensitive information*]

Schedule B
Founder Employment Agreement

Attached.

Schedule 6.03(i)

Financial Statements

To be attached on or prior to the Closing Date.

Schedule 6.03(n)

AeroBloom Material Contracts

[*Redacted: commercially sensitive information*]

Schedule 6.03(z)

Directors, Officers and Employees

AeroBloom Employees/Officers/ Directors as of the Date of this Agreement

Directors

Dale Devore
Darren Walz
Ted Warrilow

Employees

Dale Devore
Darren Walz
Kevin McDoneld

Proposed employees and contractors as of the Closing Date

Contractors

Ted Warrilow - Consulting Agr, dated 8-1-21
Justin Mabanta - Advisory (July 1, 2022)
Sully Jacques- Advisory (July 1, 2022)
Dr. Goldman - Advisory (July 1, 2022)

Employees

Dale Devore
Darren Walz
Kevin McDoneld

Schedule 1.01(f)

AeroBloom Technology

[*Redacted: commercially sensitive information*]