

SHARE PURCHASE AGREEMENT

THIS AGREEMENT is dated as of the 13th day of July, 2018.

AMONG:

1145411 B.C. LTD., a private company existing under the laws of the Province of British Columbia and having an office located at [REDACTED]

[Redaction: personal information]

("B.C. Ltd.")

AND:

THE SHAREHOLDERS OF B.C. LTD., ALL OF WHOM ARE SET FORTH IN SCHEDULE A TO THIS AGREEMENT

(collectively, the "Selling Shareholders")

AND:

BONHOMIE LABS INC., a private company existing under the laws of the State of California and having an office located at [REDACTED]

[Redaction: personal information]

(the "Company")

AND:

CANADIAN MINING CORP., a company existing under the laws of the Province of British Columbia and having an office located at [REDACTED]

[Redaction: personal information]

(the "Purchaser" and together with B.C. Ltd., the Company and the Selling Shareholders, the "Parties", and each a "Party")

WHEREAS:

A. The Selling Shareholders are the registered and beneficial owners of one-hundred percent (100%) of the right, title and interest in and to the Vendor Shares (as hereafter defined);

B. B.C. Ltd. owns one-hundred percent (100%) of the issued and outstanding shares of common stock (the "Company Shares") in the capital of the Company, its sole class and series of capital stock;

C. The Company is the owner of fifty-one percent (51%) of the issued and outstanding capital stock of SAP Global, a California corporation ("SAP"), that is the holder of various licenses that permit the legal operation of cannabis businesses in the State of California, the particulars of which are set forth at Schedule B hereto; and

D. The Selling Shareholders have agreed to sell to the Purchaser, and the Purchaser has agreed to purchase from the Selling Shareholders, one-hundred percent (100%) of the right, title

and interest in and to all of the Vendor Shares pursuant to the terms and conditions of this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the covenants and mutual agreements contained in this Agreement and other good and valuable consideration (the receipt and sufficiency of which are acknowledged by each of the Parties), the Parties hereby agree as follows:

1. Definitions and Interpretation

1.1 In this Agreement and in the Schedules and the recitals hereto, unless the context otherwise requires, the following expressions shall have the following meanings:

- (a) **"Adverse Interests"** means any lien, charge, mortgage, hypothec, pledge, assignment, option, lease, sublease, right to possession, or other security interest, encumbrance or adverse right, restriction or interest of any nature or kind.
- (b) **"Applicable Law"** means:
 - (i) any domestic or foreign statute, law (including common and civil law), code, ordinance, rule, regulation, restriction or bylaw; or
 - (ii) any judgment, order, ruling, decision, writ, decree, injunction or award, of any governmental entity, statutory body or self-regulatory authority (including a stock exchange), to the extent that the same is legally binding on the person referred to in the context in which the term is used.
- (c) **"B.C. Ltd."** means 1145411 B.C. Ltd., a corporation existing under the laws of the Province of British Columbia.
- (d) **"B.C. Ltd. Shares"** has the meaning attributed to it in section 4.1(II) hereof.
- (e) **"Board"** has the meaning attributed to it in section 5.1(a) hereof.
- (f) **"Closing"** means the completion of the purchase and sale of all of the Vendor Shares and other transactions contemplated in this Agreement in accordance with the terms and conditions of this Agreement.
- (g) **"Closing Date"** means the date on which the Closing occurs.
- (h) **"Company"** means Bonhomie Labs Inc., a private company incorporated under the laws of the State of California.
- (i) **"Company Shares"** means the common shares in the capital of the Company.
- (j) **"Consideration Shares"** has the meaning attributed to it in section 2.2 hereof.
- (k) **"Escrow Arrangements"** has the meaning attributed to it in section 5.1(d) hereof.

- (l) **“Exchange”** means any of the TSX Venture Exchange and the Canadian Securities Exchange, and following completion of the Going Public Transaction shall refer to the public stock exchange on which the Going Public Transaction was completed.
- (m) **“Exchange Approval”** means the Exchange’s final acceptance of this Agreement and final approval of the transactions contemplated herein, including the approval of the issuance of the Consideration Shares.
- (n) [Redacted]
[Redacted]
[Redacted] *[Redaction: definition relating to payment term]*
- (o) **“Going Public Transaction”** means (i) listing of the common share capital of Purchaser on the Exchange; (ii) the acquisition of Purchaser by an existing company listed on the Exchange, such that the resulting effect is that holders of the common share capital of Purchaser receive shares in the capital of the resulting public company; (iii) the assignment or transfer of the rights granted under this Agreement by Purchaser to an existing company listed on the Exchange; or (iv) any other type of transaction whatsoever which results in the current holders of the common share capital of Purchaser receiving shares of a company listed on the Exchange in exchange for their existing shares of Purchaser, or which results in the rights granted under this Agreement being held by a company listed on the Exchange.
- (p) **“Legal Proceeding”** means any action, suit, claim, litigation, complaint, grievance, application, arbitration, inquiry, investigation, hearing or other civil, criminal, regulatory, or administrative proceeding or other similar proceeding, at law or in equity, before or by any court, agency, commission, tribunal, panel or other judicial, governmental or administrative body or authority and includes any appeal or review thereof and any application or leave for appeal or review.
- (q) **“LOI”** means the letter agreement entered into between Purchaser and the Company dated December 17, 2017.
- (r) **“Management”** has the meaning attributed to it in section 5.1(b) hereof.
- (s) **“Material Adverse Effect”** means an effect, change, event, occurrence, fact or circumstance that, individually or in the aggregate with another such effect, change, event, occurrence, fact or circumstance, is or would be reasonably expected to be material and adverse to the business, affairs, operations, property, assets, liabilities, financial condition, financial results, capital or prospects (financial or otherwise) of B.C. Ltd, the Company, or SAP or which could or could be reasonably expected to prevent, materially delay or materially impair the ability of the respective parties to complete the transactions contemplated by this Agreement and to otherwise consummate the transactions contemplated in this Agreement, except any such effect resulting from or arising in connection with:
 - (i) any adoption, implementation, proposal or change in applicable law or any interpretation thereof by any governmental entity;

- (ii) any change in global, national or regional political conditions (including the outbreak of war or acts of terrorism) or in national or global financial or capital markets or in general economic, business, political, regulatory or market conditions;
- (iii) any natural disaster; or
- (iv) the announcement of this Agreement or any transactions contemplated herein, or otherwise contemplated by or arising as a result of the terms of this Agreement;

provided, however, that with respect to clauses (i), (ii), and (iii), such matter does not have a materially disproportionate effect on the Company, taken as a whole, relative to other comparable companies and entities operating in the industries in which the Company operates.

- (t) “**Purchaser**” means Canadian Mining Corp., a corporation existing under the laws of the Province of British Columbia.
- (u) “**Purchaser Shares**” means the common shares in the capital of the Purchaser.
- (v) “**Resulting Issuer**” means the resulting public company, listed on the Exchange, following completion of a Going Public Transaction.
- (w) “**SAP Shares**” has the meaning attributed to it in section 4.1(eee) hereof.
- (x) “**Selling Shareholders**” means the holders of one-hundred percent (100%) of the Vendor Shares and, for greater certainty, all such holders are listed in Schedule A hereto.
- (y) “**Survival Period**” has the meaning attributed to it in section 4.3 hereof.
- (z) “**Vendor Shares**” means all of the issued and outstanding common shares in the capital of B.C. Ltd. and, for greater certainty, all such amounts as are set forth in Schedule A hereto.

1.2 In this Agreement, unless something in the subject matter or context is inconsistent therewith:

- (a) the division of this Agreement into articles, sections and other subdivisions and the use of headings are for convenience only and are not intended to define, interpret or limit the scope, extent or intent of this Agreement;
- (b) all references in this Agreement to “articles”, “sections” and other subdivisions or Schedules are to the designated articles, sections or other subdivisions or Schedules of this Agreement;
- (c) the words “hereof”, “hereto”, “herein”, “hereby”, “herewith” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular article, section or other subdivision;
- (d) the word “or” is not exclusive and the word “including” is not limiting (whether or not non-limiting language is used with reference thereto);

- (e) the words "written" or "in writing" include printing, typewriting or any electronic means of communication capable of being visibly reproduced at the point of reception including telex, telegraph, telecopy, facsimile or e-mail;
- (f) a "day" shall refer to a calendar day, and references to a "business day" shall refer to days other than a Saturday, Sunday or statutory holiday in Vancouver, British Columbia; in calculating all time periods the first day of a period is not included and the last day is included, and if a date is or a time period ends on a day which is not a business day, such date shall be extended and the time period shall be deemed to expire on the next business day;
- (g) all references to "\$" or "dollars" are references to the lawful currency of Canada, unless otherwise expressly specified herein;
- (h) any reference to a statute is a reference to the applicable statute and to any regulations made pursuant thereto and includes all amendments made thereto and in force from time to time and any statute or regulation that has the effect of supplementing or superseding such statute or regulation;
- (i) words importing individuals include bodies corporate and other artificial entities, and vice versa; words importing gender include the other gender; words importing one form of body corporate or artificial entity include all other forms of bodies corporate or artificial entities; and words importing the singular includes the plural, and vice versa; and
- (j) the rule of construction to the effect that any ambiguity is to be resolved against the drafting party shall not be applicable in the construction or interpretation of any of the terms and conditions of this Agreement.

2. Purchase and Sale

2.1 The parties hereto agree that, subject to the terms and conditions of this Agreement, including the receipt by the Purchaser of Exchange Approval, at Closing, the Selling Shareholders shall sell, assign and transfer to the Purchaser, and the Purchaser shall purchase from the Selling Shareholders, one hundred percent (100%) right, title and interest in and to the Vendor Shares (which represent all of the issued and outstanding shares of B.C. Ltd.), free and clear of all Adverse Interests.

2.2 In consideration for the Vendor Shares, the Purchaser shall arrange for the issuance to the Selling Shareholders, in respective proportions as set forth in Schedule A, of fully-paid and non-assessable common shares in the capital of the Resulting Issuer (the "**Consideration Shares**") [Redacted]

[Redacted] The Selling Shareholders acknowledge and agree that the Purchaser is completing a two for one share consolidation (the "**Consolidation**") concurrently with its purchase of the Vendor Shares, and that the Consideration Shares will be issued on a post-Consolidation basis.

2.3 The Selling Shareholders hereby acknowledge that all Consideration Shares issued in connection with the transactions contemplated in this Agreement may be subject to hold periods prescribed by applicable securities law, and the policies of the Exchange, and that these hold periods may restrict the ability of the Selling Shareholders to trade the Consideration Shares. The Selling Shareholders further acknowledge that certificates evidencing the Consideration

Shares issued under this Agreement may be legended to reflect the application of these hold periods.

3. Additional Covenants

3.1 Each of the Parties shall, in good faith, use all commercially reasonable efforts to:

- (a) conduct their business and affairs in a manner such that its respective representations and warranties made by it herein remain true prior to Closing, and to promptly notify the other parties should any representation and warranty made by it herein cease to be true;
- (b) perform and observe the covenants made by it herein;
- (c) fully co-operate with and assist the Purchaser in obtaining Exchange Approval; and
- (d) perform and observe matters required to satisfy any other conditions precedent to the completion of the transactions contemplated by this Agreement.

3.2 Each Selling Shareholder will, prior to Closing, use reasonable best efforts to:

- (a) assist in the prompt and orderly transfer, conveyance, and delivery of all Vendor Shares to the Purchaser;
- (b) facilitate the orderly transfer of management, possession, and custody of all of B.C. Ltd. and the Company's assets, liabilities, and business operations to the Purchaser, including, but not limited to, the inventories, raw goods, marketing materials, books, records, bank and financial accounts, vendor accounts and relationships, and customer data; and

- (c) [REDACTED]
[REDACTED] *[Redaction: payment term]*

3.3 B.C. Ltd., as required, shall deliver to the Purchaser, in a timely manner and in form and content satisfactory to the Exchange and the Purchaser, as required, the following information and documents (including for greater certainty any amended or supplementary documents in response to a request for amendments or additional disclosures):

- (a) records of the Selling Shareholders, B.C. Ltd., the Company, and/or SAP as are requested by the Exchange; and
- (b) all other information and documents requested by the Exchange.

4. Representations and Warranties

4.1 Each of the Selling Shareholders jointly and severally represents and warrants to the Purchaser, and acknowledges that the Purchaser is relying on such representations and warranties, that as of the date of this Agreement and the Closing:

- (a) in the case of a Selling Shareholder that is a corporate entity, it is duly formed, validly existing and in good standing under the laws of its jurisdiction of formation;

- (b) it has the legal power and capacity and has taken all necessary action and has obtained all necessary approvals to enter into and execute this Agreement and to carry out its obligations hereunder and to deliver the Vendor Shares that it holds in accordance with the terms of this Agreement;
- (c) it has duly executed this Agreement and this Agreement constitutes a legal, valid and binding obligation of it enforceable against it in accordance with the Agreement's terms;
- (d) it is the registered holder and beneficial owner of the number of Vendor Shares opposite its name on Schedule A; it has good and marketable title to such Vendor Shares free and clear of all Adverse Interests; its Vendor Shares are validly issued and outstanding as fully paid and non-assessable securities in the capital of the Company; it holds no other shares in the capital of the B.C. Ltd. other than such Vendor Shares; it holds no right, privilege, option, warrant or agreement to purchase or otherwise acquire, directly or indirectly, any other shares in the capital of B.C. Ltd. or the Company; and it is not owed any monies from any of B.C. Ltd., the Company, or SAP;
- (e) no person has any right, privilege, option, warrant or agreement, contingent or otherwise, or any of the foregoing capable of becoming any right, privilege, option, warrant or agreement, to purchase or otherwise acquire, directly or indirectly, any of its respective Vendor Shares or any interest or entitlement therein (other than as provided by this Agreement);
- (f) it is not a party to any unanimous shareholders agreement, escrow agreement, pooling agreement, voting trust or similar arrangements or obligations in respect of its respective Vendor Shares or any other securities of B.C. Ltd.;
- (g) neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated herein by the Selling Shareholders shall constitute or result in any termination rights or entitlements to any change of control payments being triggered;
- (h) in the case of a Selling Shareholder that is a corporate entity, neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated herein by the Selling Shareholders shall constitute or result in a breach of or default under, or create a state of facts which after notice or lapse of time or both shall constitute or result in a breach of or default under, or shall otherwise conflict with (i) its constituting documents or any resolutions of its directors, shareholders or other stakeholders, (ii) any indenture, agreement or instrument to which it is a party or by which it is bound, or (iii) any Applicable Laws or orders, rulings or other judgments or decisions of a court or regulatory authority having jurisdiction over it; and
- (i) it has no information or knowledge of any facts relating to the Company which if known to the Purchaser would or might reasonably be expected to deter the Purchaser from completing the transactions contemplated herein and hereby, and none of the foregoing representations and warranties and no documents furnished by or on behalf of the Selling Shareholders to the Purchaser in connection herewith or hereunder, contains any untrue statement of material fact or omits to state any material fact that the party knew or ought to have known is

necessary to make any such representation or warranty not misleading to a prospective purchaser of the Vendor Shares seeking full information as to the Vendor Shares, the Company and its business and affairs.

- (j) the Company is duly formed, validly existing and in good standing under the laws of its jurisdiction of formation;
- (k) the Company has the corporate power and capacity and has taken all necessary corporate action and has obtained all necessary approvals to own and lease its property and assets, to conduct its business as presently conducted, and to enter into and execute this Agreement, and to carry out its obligations thereunder;
- (l) the Company has duly executed this Agreement and this Agreement constitutes a legal, valid and binding obligation of it enforceable against it in accordance with the Agreement's terms except that (i) enforceability may be limited by bankruptcy, insolvency or other laws affecting creditors' rights generally; (ii) equitable remedies, including the remedies of specific performance and injunctive relief, are available only in the discretion of the applicable court; (iii) rights of indemnity and contribution hereunder may be limited under applicable law; and (iv) a court may stay proceedings before them by virtue of equitable or statutory powers;
- (m) the Company's authorized capital consists of [Redacted], all of which are held by B.C. Ltd.; *[Redaction: payment term]*
- (n) the Company is not a party to any unanimous shareholders agreement, escrow agreement, pooling agreement, voting trust or similar arrangements or obligations in respect of the Company Shares or any other securities of the Company;
- (o) as of the Closing Date, no person shall have any right, privilege, option, warrant or agreement, contingent or otherwise, or any of the foregoing capable of become any right, privilege, option, warrant or agreement, to purchase or otherwise acquire, directly or indirectly, any Company Shares or any other shares in the capital of the Company from the treasury of the Company;
- (p) the Company is the registered and beneficial owner of fifty-one percent (51%) of the issued and outstanding capital stock of SAP and SAP is the holder, or legal designee, of various licenses that allow it to legally operate cannabis businesses in the State of California, the particulars of which are set forth at Schedule B hereto;
- (q) [Redacted]; *[Redaction: consideration]*
- (r) [Redacted];

[Redaction: consideration]

- (s) [Redacted] [Redaction: consideration]
- (t) [Redacted];
[Redaction: consideration]
- (u) all fees, taxes, assessments, rentals, maintenance payments, levies or other payments required to be made relating to the Company have been made;
- (v) the Company's aggregate liabilities do not exceed [Redacted] as of the Closing Date, and the Company shall not, prior to Closing, incur any expenses, debts, liabilities or obligations whether absolute, accrued, contingent or otherwise, without the prior written approval of the Purchaser; [Redaction: commercial term negotiated by the parties]
- (w) the Company does not have any long-term liabilities, or liability secured by a security interest in all or any portion of its assets;
- (x) there are no tax or environmental related liabilities related to the Company;
- (y) the Company is not being prosecuted for any offences regarding non-compliance with any applicable environmental or tax laws;
- (z) the Company has not guaranteed or is not otherwise liable for the indemnification, assumption, endorsement or like commitment with respect to the debts, liabilities or obligations (contingent or otherwise) of any other person;
- (aa) the operations of the Company have been conducted in all material respects in compliance with all applicable laws of each jurisdiction in which the Company owns or leases property or assets or carries on business, in accordance with industry standards and otherwise in a good and workmanlike manner, and the Company has not received any notice of and knows of no state of facts which would constitute or result in any such violation of any such laws;
- (bb) the Company has obtained and is in possession of all material registrations, licenses, permits, authorizations, approvals, consents and other qualifications which are required under applicable laws to own or lease its property and assets and to carry on its business;
- (cc) there are no actual, pending, contingent or, to the knowledge of the Company, threatened Legal Proceedings which, individually or in the aggregate, may result in or could reasonably be expected to have a Material Adverse Effect on the business, affairs, operations, property, assets, liabilities, financial condition, financial results, capital or prospects (financial or otherwise) of the Company;
- (dd) the Company is not subject to any cease trade or other order of any applicable securities regulatory authority or stock exchange and no Legal Proceedings

involving the Company which may operate to prevent or restrict trading of any securities of the Company or otherwise prevent or restrict the completion of the transactions contemplated herein are currently in progress, pending, contingent or threatened before any applicable securities regulatory authority or stock exchange;

- (ee) the Company has not entered into any agreement or arrangement, written or oral, that would entitle any person to any claim against the Company for a brokerage or finder fee, commission or other compensation, or any like payment, in respect of this Agreement and the transactions contemplated herein;
- (ff) the financial records of the Company are complete and accurate in all material respects and present fairly the financial condition, financial performance and cash flows of the Company as at the date and for the periods indicated therein;
- (gg) provided the conditions to Closing, as set out in Sections 5.1, 5.4 and 5.5, hereof, are satisfied, neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated herein shall constitute or result in a breach of or default under, or create a state of facts which after notice or lapse of time or both shall constitute or result in a breach of or default under, or shall otherwise conflict with (i) any of the Company's constituting documents or any resolutions of its directors, shareholders or other stakeholders, (ii) any indenture, agreement or instrument to which the Company is a party or by which it is bound (or otherwise cause a forfeiture of rights or accelerate any performance required thereby), or (iii) any Applicable Laws or orders, rulings or other judgments or decisions of a court or regulatory authority having jurisdiction over the Company; in each case that may result in a Material Adverse Effect;
- (hh) the Company does not have any information or knowledge of any facts relating to the Company which if known to the Purchaser would or might reasonably be expected to deter the Purchaser from completing the transactions contemplated herein and hereby, and none of the foregoing representations and warranties and no documents furnished by or on behalf of the Company to the Purchaser in connection herewith or hereunder, contains any untrue statement of material fact or omits to state any material fact that the party knew or ought to have known is necessary to make any such representation or warranty not misleading to a prospective purchaser of the Company Shares seeking full information as to the Company Shares, the Company and its business and affairs;
- (ii) B.C. Ltd. is duly formed, validly existing and in good standing under the laws of its jurisdiction of formation;
- (jj) B.C. Ltd. has the corporate power and capacity and has taken all necessary corporate action and has obtained all necessary approvals to own and lease its property and assets, to conduct its business as presently conducted, and to enter into and execute this Agreement, and to carry out its obligations thereunder;
- (kk) B.C. Ltd. has duly executed this Agreement and this Agreement constitutes a legal, valid and binding obligation of it enforceable against it in accordance with the Agreement's terms except that (i) enforceability may be limited by bankruptcy, insolvency or other laws affecting creditors' rights generally; (ii) equitable remedies, including the remedies of specific performance and

injunctive relief, are available only in the discretion of the applicable court; (iii) rights of indemnity and contribution hereunder may be limited under applicable law; and (iv) a court may stay proceedings before them by virtue of equitable or statutory powers;

- (ll) [Redacted]; [Redaction: payment term]
- (mm) B.C. Ltd. is not a party to any unanimous shareholders agreement, escrow agreement, pooling agreement, voting trust or similar arrangements or obligations in respect of the B.C. Ltd. Shares or any other securities of B.C. Ltd.;
- (nn) B.C. Ltd. is the registered and beneficial owner of one hundred percent (100%) of the Company Shares;
- (oo) except as contemplated herein, as of the Closing Date, no person shall have any right, privilege, option, warrant or agreement, contingent or otherwise, or any of the foregoing capable of become any right, privilege, option, warrant or agreement, to purchase or otherwise acquire, directly or indirectly, any B.C. Ltd. Shares or any other shares in the capital of B.C. Ltd. from the treasury of B.C. Ltd.;
- (pp) all fees, taxes, assessments, rentals, maintenance payments, levies or other payments required to be made relating to B.C. Ltd. have been made;
- (qq) B.C. Ltd.'s aggregate liabilities do not exceed [Redacted] as of the Closing Date, and B.C. Ltd. shall not, prior to Closing, incur any expenses, debts, liabilities or obligations whether absolute, accrued, contingent or otherwise, without the prior written approval of the Purchaser; [Redaction: commercial term negotiated by the parties]
- (rr) B.C. Ltd. does not have any long-term liabilities, or liability secured by a security interest in all or any portion of its assets;
- (ss) there are no tax or environmental related liabilities related to B.C. Ltd.;
- (tt) B.C. Ltd. is not being prosecuted for any offences regarding non-compliance with any applicable environmental or tax laws;
- (uu) B.C. Ltd. has not guaranteed or is not otherwise liable for the indemnification, assumption, endorsement or like commitment with respect to the debts, liabilities or obligations (contingent or otherwise) of any other person;
- (vv) the operations of B.C. Ltd. have been conducted in all material respects in compliance with all applicable laws of each jurisdiction in which B.C. Ltd. owns or leases property or assets or carries on business, in accordance with industry standards and otherwise in a good and workmanlike manner, and B.C. Ltd. has not received any notice of and knows of no state of facts which would constitute or result in any such violation of any such laws;

- (ww) B.C. Ltd. has obtained and is in possession of all material registrations, licenses, permits, authorizations, approvals, consents and other qualifications which are required under applicable laws to own or lease its property and assets and to carry on its business;
- (xx) there are no actual, pending, contingent or, to the knowledge of B.C. Ltd., threatened Legal Proceedings which, individually or in the aggregate, may result in or could reasonably be expected to have a Material Adverse Effect on the business, affairs, operations, property, assets, liabilities, financial condition, financial results, capital or prospects (financial or otherwise) of B.C. Ltd.;
- (yy) B.C. Ltd. is not subject to any cease trade or other order of any applicable securities regulatory authority or stock exchange and no Legal Proceedings involving B.C. Ltd. which may operate to prevent or restrict trading of any securities of B.C. Ltd. or otherwise prevent or restrict the completion of the transactions contemplated herein are currently in progress, pending, contingent or threatened before any applicable securities regulatory authority or stock exchange;
- (zz) B.C. Ltd. has not entered into any agreement or arrangement, written or oral, that would entitle any person to any claim against B.C. Ltd. for a brokerage or finder fee, commission or other compensation, or any like payment, in respect of this Agreement and the transactions contemplated herein;
- (aaa) the financial records of B.C. Ltd. are complete and accurate in all material respects and present fairly the financial condition, financial performance and cash flows of B.C. Ltd. as at the date and for the periods indicated therein;
- (bbb) provided the conditions to Closing, as set out in Sections 5.1, 5.4 and 5.5, hereof, are satisfied, neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated herein shall constitute or result in a breach of or default under, or create a state of facts which after notice or lapse of time or both shall constitute or result in a breach of or default under, or shall otherwise conflict with (i) any of B.C. Ltd.'s constituting documents or any resolutions of its directors, shareholders or other stakeholders, (ii) any indenture, agreement or instrument to which B.C. Ltd. is a party or by which it is bound (or otherwise cause a forfeiture of rights or accelerate any performance required thereby), or (iii) any Applicable Laws or orders, rulings or other judgments or decisions of a court or regulatory authority having jurisdiction over B.C. Ltd.; in each case that may result in a Material Adverse Effect;
- (ccc) B.C. Ltd. does not have any information or knowledge of any facts relating to B.C. Ltd. which if known to the Purchaser would or might reasonably be expected to deter the Purchaser from completing the transactions contemplated herein and hereby, and none of the foregoing representations and warranties and no documents furnished by or on behalf of B.C. Ltd. to the Purchaser in connection herewith or hereunder, contains any untrue statement of material fact or omits to state any material fact that the party knew or ought to have known is necessary to make any such representation or warranty not misleading to a prospective purchaser of the B.C. Ltd. Shares seeking full information as to the B.C. Ltd. Shares, B.C. Ltd. and its business and affairs;

- (ddd) SAP is duly formed, validly existing and in good standing under the laws of its jurisdiction of formation;
- (eee) [Redacted]
[Redacted]
[Redacted]
[Redacted] *[Redaction: payment terms; consideration; personal information]*
- (fff) SAP is not a party to, nor are any of its shareholders bound by, any unanimous shareholders agreement, escrow agreement, pooling agreement, voting trust or similar arrangements or obligations in respect of the SAP Shares or any other securities of SAP;
- (ggg) all material agreements to which SAP is a party are set forth in Schedule B to this Agreement and have been provided to the Purchaser;
- (hhh) as of the Closing Date, no person shall have any right, privilege, option, warrant or agreement, contingent or otherwise, or any of the foregoing capable of become any right, privilege, option, warrant or agreement, to purchase or otherwise acquire, directly or indirectly, any SAP Shares or any other shares in the capital of SAP from the treasury of SAP;
- (iii) all fees, taxes, assessments, rentals, maintenance payments, levies or other payments required to be made relating to SAP have been made;
- (jjj) SAP's aggregate liabilities do not exceed [Redacted], as of the Closing Date, and SAP shall not, prior to Closing, incur any expenses, debts, liabilities or obligations whether absolute, accrued, contingent or otherwise, without the prior written approval of the Purchaser; *[Redaction: commercial term negotiated by the parties]*
- (kkk) SAP does not have any long-term liabilities, or liability secured by a security interest in all or any portion of its assets;
- (lll) there are no tax or environmental related liabilities related to SAP;
- (mmm) SAP is not being prosecuted for any offences regarding non-compliance with any applicable environmental, tax, or criminal laws;
- (nnn) SAP has not guaranteed or is not otherwise liable for the indemnification, assumption, endorsement or like commitment with respect to the debts, liabilities or obligations (contingent or otherwise) of any other person;
- (ooo) the operations of SAP have been conducted in all material respects in compliance with all applicable laws of each jurisdiction in which SAP owns or leases property or assets or carries on business, in accordance with industry standards and otherwise in a good and workmanlike manner, and SAP has not received any notice of and knows of no state of facts which would constitute or result in any such violation of any such laws;
- (ppp) SAP has obtained and is in possession of all material registrations, licenses, permits, authorizations, approvals, consents and other qualifications which are

required under applicable laws to own or lease its property and assets and to carry on its business under state and local laws;

- (qqq) there are no actual, pending, contingent or, to the knowledge of the Selling Shareholders, threatened Legal Proceedings which, individually or in the aggregate, may result in or could reasonably be expected to have a Material Adverse Effect on the business, affairs, operations, property, assets, liabilities, financial condition, financial results, capital or prospects (financial or otherwise) of SAP;
- (rrr) SAP is not subject to any cease trade or other order of any applicable securities regulatory authority or stock exchange and no Legal Proceedings involving SAP which may operate to prevent or restrict trading of any securities of SAP or otherwise prevent or restrict the completion of the transactions contemplated herein are currently in progress, pending, contingent or threatened before any applicable securities regulatory authority or stock exchange;
- (sss) SAP has not entered into any agreement or arrangement, written or oral, that would entitle any person to any claim against SAP for a brokerage or finder fee, commission or other compensation, or any like payment, in respect of this Agreement and the transactions contemplated herein; and
- (ttt) the financial records of SAP are complete and accurate in all material respects and present fairly the financial condition, financial performance and cash flows of SAP as at the date and for the periods indicated therein.

4.2 The Purchaser represents and warrants to the Selling Shareholders and acknowledges that the Selling Shareholders are relying on such representations and warranties, that as of the date of this Agreement and the Closing:

- (a) the Purchaser is duly formed, validly existing and in good standing under the laws of the Province of British Columbia and is not in default of any requirements of the Exchange;
- (b) the Purchaser has the corporate power and capacity and has taken all necessary corporate action and has obtained all necessary approvals to own and lease its property and assets, to conduct its business as presently conducted, and to enter into and execute this Agreement and to carry out its obligations hereunder (other than Exchange Approval);
- (c) the Purchaser has duly executed this Agreement and this Agreement constitutes a legal, valid and binding obligation of it enforceable against it in accordance with the Agreement's terms except that (i) enforceability may be limited by bankruptcy, insolvency or other laws affecting creditors' rights generally; (ii) equitable remedies, including the remedies of specific performance and injunctive relief, are available only in the discretion of the applicable court; (iii) rights of indemnity and contribution hereunder may be limited under applicable law; and (iv) a court may stay proceedings before them by virtue of equitable or statutory powers;
- (d) at the time of the issuance of Consideration Shares, the Resulting Issuer shall be:

- (i) a company duly incorporated, validly subsisting and in good standing under the laws of the jurisdiction of its incorporation;
 - (ii) duly qualified to do business in British Columbia;
 - (iii) have full power and authority to carry on its business and to perform its obligations under this Agreement and any agreement or instrument referred to in or contemplated by this Agreement and to carry out and perform the obligations and duties of the Purchaser hereunder;
 - (iv) the Consideration Shares may be subject to a hold period in Canada of no more than four (4) months and a day after their date of issue; and
- (e) neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated herein shall constitute or result in a breach of or default under, or create a state of facts which after notice or lapse of time or both shall constitute or result in a breach of or default under, or shall otherwise conflict with (i) the Purchaser's constituting documents or any resolutions of its directors, shareholders or other stakeholders, (ii) any indenture, agreement or instrument to which the Purchaser is a party or by which it is bound (or otherwise cause a forfeiture of rights or accelerate any performance required thereby), or (iii) any Applicable Laws or orders, rulings or other judgments or decisions of a court or regulatory authority having jurisdiction over the Purchaser.

4.3 The representations and warranties set out herein shall survive the Closing and, notwithstanding any investigation made by or on behalf of a party hereto and the occurrence of the Closing, shall continue in full force and effect for a period of two (2) years following the date of this Agreement (the "**Survival Period**").

4.4 The Purchaser covenants to the Selling Shareholders and the Company that in connection with the Going Public Transaction, the Purchaser shall assign this Agreement, if required, to the Resulting Issuer so that the Resulting Issuer shall assume all of the obligations, covenants, representations and warranties of the Purchaser under this Agreement.

5. **Conditions of Closing**

5.1 Each party's obligation to satisfy their respective covenants herein and consummate this Agreement and other transactions contemplated herein is subject to the satisfaction, on or before the Closing Date (or such other date as otherwise may be specifically indicated), of the following conditions, any of which may be waived by mutual consent of the parties subject to the satisfaction or in absence of such further conditions with respect to the giving of such waiver, and without prejudice to their rights to rely on one or more other conditions precedent:

- (a) effective immediately following Closing, the board of directors of the Purchaser (the "**Board**") shall be reconstituted to consist of the following four (4) persons:
 - (i) ██████████;
 - (ii) ██████████;
 - (iii) ██████████; and

- (iv) [REDACTED];
- (b) *[Redaction: personal information]*
effective immediately following Closing, the management of the Purchaser (the "**Management**") shall be reconstituted to be comprised of the following persons:
 - (i) [REDACTED];
 - (ii) [REDACTED];
 - (iii) [REDACTED] and
 - (iv) [REDACTED];
- (c) *[Redaction: personal information]*
all necessary documents, approvals and consents shall be obtained to effect the appointments to the Board and the Management of the Purchaser described in subsections 3.1(a) and 3.1(b) above;
- (d) each of the persons required by the Exchange to enter into escrow, pooling or other restricted resale arrangements shall have entered into or consented in writing to such agreements, instruments or other arrangements (the "**Escrow Arrangements**") to effect same in form and content satisfactory to the Exchange in its sole discretion;
- (e) neither the Purchaser, B.C. Ltd., the Company, or SAP shall have issued any further securities without the consent of the other party, other than as contemplated herein;
- (f) each of the Company and B.C. Ltd. shall have received any requisite approval of their respective shareholders for the adoption of this Agreement and shall have taken all necessary steps so that the transactions contemplated herein may be effected;
- (g) all other approvals, consents and orders that are necessary or advisable for the consummation of this Agreement or other transactions contemplated herein shall have been obtained or received from the persons, authorities or bodies having jurisdiction in the circumstances, including Exchange Approval, all on terms satisfactory to each of the parties hereto, acting reasonably;
- (h) there shall be no material action, cause of action, claim, demand, suit, investigation or other proceedings in progress, pending or threatened against or affecting any of the Purchaser, the Company, SAP, B.C. Ltd. or the Selling Shareholders, at law or in equity, or before any governmental department, commission, or agency, which involve the reasonable likelihood of any judgment or liability against any of the parties;
- (i) the representations and warranties of the parties herein shall be true and correct in all material respects as at Closing; and
- (j) all covenants, obligations and conditions of the parties herein on their parts shall be performed, satisfied and observed prior to or at Closing and shall have been performed, satisfied and observed in all material respects.

5.2 The Selling Shareholders shall not be obligated to complete the sale of the Vendor Shares pursuant to this Agreement and the other transactions contemplated herein, unless each of the conditions listed below is satisfied, it being understood that the said conditions are included for the exclusive benefit of the Selling Shareholders:

- (a) the representations and warranties of the Purchaser in this Agreement shall be true and correct in all material respects at the Closing;
- (b) the covenants and conditions of the Purchaser to be performed and observed in this Agreement prior to or at Closing shall have been performed and observed in all material respects;
- (c) completion of a due diligence review and investigation by the Selling Shareholders and their counsel of the applicable laws, business, assets, financial condition, and prospects of the Purchaser, to the Selling Shareholders' satisfaction, acting reasonably;
- (d) the receipt of the Exchange Approval and any other consents contemplated by this Agreement or otherwise necessary for this Agreement and the completion of the transactions contemplated herein, and all such approvals being in full force and effect;
- (e) there shall have been no event or change that has had or would be reasonably likely to have a Material Adverse Effect on the Purchaser; and
- (f) there shall have been no order made or any Legal Proceedings commenced or threatened for the purpose, or which could have the effect, of preventing or restraining the completion of the transactions contemplated by this Agreement.

5.3 If any condition in Section 5.2 hereof has not been fulfilled or if any such condition is or becomes impossible to satisfy, other than as a result of the failure of B.C. Ltd., the Selling Shareholders or the Company to comply with their obligations under this Agreement, then the Selling Shareholders may, without limiting any rights or remedies available to the Selling Shareholders at law or in equity, either:

- (a) terminate this Agreement by notice to the Purchaser; or
- (b) waive compliance with any such condition without prejudice to its right of termination in the event of the non-fulfillment of any other condition for its benefit.

5.4 The Purchaser shall not be obligated to complete the purchase of the Vendor Shares pursuant to this Agreement and the other transactions contemplated herein, unless each of the conditions listed below is satisfied, it being understood that said conditions are included for the exclusive benefit of the Purchaser:

- (a) the representations and warranties of the Selling Shareholders in this Agreement shall be true and correct in all material respects at the Closing;
- (b) the covenants and conditions of the Selling Shareholders, B.C. Ltd. and the Company to be performed and observed in this Agreement prior to or at Closing shall have been performed and observed in all material respects;

- (c) the Selling Shareholders, B.C. Ltd., the Company, and SAP having entered into and provided all information, forms, certificates, undertakings, agreements and other documents and instruments that may be required by the Exchange;
- (d) completion of a due diligence review and investigation by the Purchaser and its counsel of the applicable laws, business, assets, financial condition, and prospects of B.C. Ltd., the Company, and SAP to the Purchaser's satisfaction, acting reasonably;
- (e) there shall have been no event or change that has had or would be reasonably likely to have a Material Adverse Effect on B.C. Ltd. or the Company;
- (f) the Company and SAP, being free of all Adverse Interests, unless otherwise disclosed in writing to the Purchaser;
- (g) the Board of Directors of B.C. Ltd. shall have approved the transfer of the Company Shares contemplated in this Agreement, in accordance with the constating documents of the Company; and
- (h) there shall have been no order made or any Legal Proceedings commenced or threatened for the purpose, or which could have the effect, of preventing or restraining the completion of the transactions contemplated by this Agreement.

5.5 This Agreement shall not be effective unless receipt of all Exchange Approvals have been obtained, it being understood that said condition is included for the exclusive benefit of the Purchaser.

5.6 If any condition in Sections 5.4 and 5.5 hereof has not been fulfilled or if any such condition is or becomes impossible to satisfy, other than as a result of the failure of the Purchaser to comply with its obligations under this Agreement, then the Purchaser may, without limiting any rights or remedies available to the Purchaser at law or in equity, either:

- (a) terminate this Agreement by notice to B.C. Ltd. and the Company; or
- (b) waive compliance with any such condition without prejudice to its right of termination in the event of the non-fulfillment of any other condition for its benefit.

6. Closing

6.1 The Closing shall take place at the offices of counsel to the Purchaser on July 13, 2018 or such other time, place and date as the Purchaser may elect in writing.

6.2 At Closing, the Selling Shareholders shall deliver or cause to be delivered to the Purchaser the following documents:

- (a) evidence, in form and substance satisfactory to counsel for the Purchaser, of the consents or approvals contemplated by this Agreement or otherwise necessary for this Agreement and the completion of the transactions contemplated herein, including evidence that such consents and approvals are in full force and effect as at Closing;
- (b) evidence, in form and substance satisfactory to counsel for the Purchaser, that the Board of Directors of B.C. Ltd. has approved the transfer of the Company

Shares contemplated in this Agreement, in accordance with the constituting documents of the Company;

- (c) a copy of the directors' resolutions of B.C. Ltd. authorizing this Agreement and the transactions contemplated herein and hereby, including the changes to the B.C. Ltd.'s directors and officers;
- (d) an acknowledgement, in the form attached at Schedule C to this Agreement, that no termination rights or entitlements to any change of control payments will be triggered in connection with this Agreement, by executing and delivering the acknowledgment set forth in Schedule C.
- (e) resignation letters for all applicable directors and officers of B.C. Ltd.;
- (f) the minute books of B.C. Ltd. and all corporate, financial, legal and technical files, records and data of B.C. Ltd.;
- (g) a certificate representing the Vendor Shares, duly registered in the name of the Purchaser;
- (h) a certificate of good standing or equivalent document under applicable corporate law with respect to each of B.C. Ltd., the Company, and SAP; and
- (i) such other documents and instruments in connection with the Closing as may be reasonably requested by the Purchaser.

6.3 At Closing, the Purchaser shall deliver or cause to be delivered to B.C. Ltd. the following documents:

- (a) evidence, in form and substance satisfactory to counsel for B.C. Ltd., of Exchange Approval and any other consents or approvals contemplated by this Agreement or otherwise necessary for this Agreement and the completion of the transactions contemplated herein, including evidence that such consents and approvals are in full force and effect as at Closing;
- (b) share certificates representing the Consideration Shares issued pursuant to Section 2.2;
- (c) a copy of the resolutions of the Purchaser authorizing this Agreement and the transactions contemplated herein and hereby; and
- (d) such other documents and instruments in connection with the Closing as may be reasonably requested by B.C. Ltd..

7. Termination

7.1 This Agreement may be terminated by the mutual consent of the parties or in the following circumstances by written notice given by the terminating party to the other parties hereto:

- (a) by B.C. Ltd. (acting unanimously) if the Purchaser is in default of any covenant on its part to be performed hereunder, B.C. Ltd. have given written notice to the Purchaser of such default, the Purchaser has not proceeded to cure such default

within fourteen (14) days of such notice and thereafter proceeded in good faith to diligently cure such default to B.C. Ltd.' reasonable satisfaction provided that in any case such default shall be cured within thirty (30) days after such notice (or such longer period as may be reasonably required to cure the default given the nature or circumstances thereof); and

- (b) by the Purchaser if any of the Selling Shareholders, B.C. Ltd., or the Company is in default of any covenant on its part to be performed hereunder, the Purchaser has given written notice to B.C. Ltd. of such default, and the default is not cured within thirty (30) days of such notice.

7.2 Upon termination of this Agreement, each party hereto shall be released from all obligations under this Agreement. Each party's right of termination is in addition to and not in derogation or limitation of any other rights, claims, causes of action or other remedy that such party may have under this Agreement or otherwise at law or in equity with respect to such termination and any misrepresentation, breach of covenant or indemnity contained herein.

8. Notices

8.1 Any notice, communication, instrument or document required or permitted to be given under this Agreement shall be in writing and may be given by personal delivery, pre-paid, certified or registered mail, or by courier, email or other similar form of communication (in each case with electronic confirmed receipt), addressed as follows:

- (a) If to the Company or B.C. Ltd. at:

[Redacted address for Company or B.C. Ltd.]

With a copy to:

[Redacted recipient information]

- (b) If to the Purchaser at:

[Redacted address for Purchaser]

With a copy to:

[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]

[Redaction: notice provision; personal information]

and such shall be deemed to have been given (i) if effected by personal delivery, courier or email or other similar form of communication (with electronic confirmed receipt), at the time of delivery or electronic confirmed receipt unless such occurs after the recipient's customary business hours in which case it shall be deemed to have been given on the next business day; and (ii) if effected by mail, on the fourth business day after mailing excluding all days on which postal service is disrupted.

8.2 A party may at any time in the above manner give notice to the other parties of any change of address and after the giving of such notice the address or addresses specified shall be the address of such party for the purpose of giving notice hereunder.

9. Expenses

9.1 Each of the parties hereto shall bear all expenses incurred by such party in connection with the preparation and fulfillment of this Agreement, including but not limited to the fees and expenses of their legal counsel, accountants, financial and investment advisors, brokers and finders.

10. General

10.1 This Agreement (including the Schedules hereto) constitutes the entire agreement among the parties and replaces and supersedes all prior agreements, memoranda, correspondence, communications, negotiations and representations, whether oral or written, express or implied, statutory or otherwise among the parties with respect to the subject matter herein, including, for avoidance of doubt, the LOI. There are no implied covenants contained in this Agreement other than those of good faith and fair dealing.

10.2 The parties shall from time to time prior to or after Closing execute and deliver any and all such instruments and other documents and perform any and all such acts and other things as may be necessary or desirable to carry out the intent of this Agreement.

10.3 Any amendments hereto or waivers in respect hereof shall only be effective if made in writing and executed by the parties thereto. No waiver shall constitute a waiver of any other provision or act as a continuing waiver unless such is expressly provided for.

10.4 Time is of the essence of this Agreement. Any failure to exercise any rights provided for hereunder shall not, in the absence of a waiver in accordance with the terms hereof, affect the subsequent enforcement of such right.

10.5 The invalidity or unenforceability of any provision hereof shall not affect or impair the validity or enforceability of the remainder of the Agreement or any other provision hereof. In the event that any provision hereof is invalid or unenforceable in a given jurisdiction, that shall not affect the validity or enforceability of the provision in any other jurisdiction. The courts shall

have the power to modify this Agreement, in a manner consistent with the intent of the parties, in order to limit the application of any such offensive provision to the maximum extent permitted by law.

10.6 This Agreement and any rights herein or hereto shall not be assigned or otherwise transferred by any party hereto without the express written consent of the other parties hereto. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

10.7 This Agreement shall be exclusively governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein. For the purposes of all legal proceedings, this Agreement shall be deemed to have been made and performed in British Columbia, and the parties hereby irrevocably agree that the courts of the Province British Columbia shall have exclusive jurisdiction to entertain any action arising under this Agreement.

10.8 Each of the Selling Shareholders acknowledges and agrees that this Agreement has been prepared by [REDACTED] as legal counsel to the Purchaser, and that at no time has [REDACTED] provided legal advice to the Selling Shareholders, B.C. Ltd., the Company, or SAP, and each of the Selling Shareholders, B.C. Ltd., the Company, and SAP hereby acknowledge and declare that they have sought the requisite independent legal advice in connection with the entering into of this Agreement.

[Redaction: personal information]

10.9 This Agreement may be executed and delivered in two or more counterparts and by facsimile and by electronic delivery. Each such counterpart, facsimile and electronically delivered copy shall be deemed to form one and the same and an originally executed instrument, bearing the date set forth on the face page hereof notwithstanding the date of execution or delivery.

[SIGNATURE PAGE TO FOLLOW]

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

1145411 B.C. LTD.

A solid black rectangular redaction box covering the signature area for 1145411 B.C. LTD.

CANADIAN MINING CORP.

A solid black rectangular redaction box covering the signature area for CANADIAN MINING CORP.

BONHOMIE LABS INC.

A solid black rectangular redaction box covering the signature area for BONHOMIE LABS INC.

[Redaction: signatures]

[Shareholder's signature pages and Schedules A, B and C Redacted]