

STOWE ONE INVESTMENTS CORP.

-AND-

1191212 BC LTD.

-AND-

AGILE BLOCKCHAIN CORP.

AMENDED AND RESTATED AMALGAMATION AGREEMENT

December 21, 2018

Amended and Restated as of August 14, 2020

TABLE OF CONTENTS

ARTICLE 1 INTERPRETATION.....	1
SECTION 1.1 DEFINED TERMS	1
SECTION 1.2 SINGULAR, PLURAL, ETC.....	10
SECTION 1.3 DEEMED CURRENCY	10
SECTION 1.4 HEADINGS, ETC.....	10
SECTION 1.5 DATE FOR ANY ACTION	10
SECTION 1.6 CERTAIN PHRASES, DERIVATIVES, ETC.....	11
SECTION 1.7 ACCOUNTING TERMS	11
SECTION 1.8 STATUTORY REFERENCES.....	11
SECTION 1.9 KNOWLEDGE.....	11
SECTION 1.10 INCORPORATION OF SCHEDULES.....	11
ARTICLE 2 THE AMALGAMATION.....	11
SECTION 2.1 AGREEMENT TO AMALGAMATE.....	11
SECTION 2.2 SECURITIES EXCHANGE AND RELATED MATTERS	12
SECTION 2.3 STATUTORY AMALGAMATION REQUIREMENTS	13
SECTION 2.4 DEPOSIT.....	14
ARTICLE 3 REPRESENTATIONS AND WARRANTIES.....	15
SECTION 3.1 REPRESENTATIONS OF AGILE.....	15
SECTION 3.2 REPRESENTATIONS OF STOWE ONE AND STOWE ONE SUBCO.....	22
ARTICLE 4 PRE-CLOSING COVENANTS	29
SECTION 4.1 CONDUCT OF BUSINESS PRIOR TO CLOSING – AGILE	29
SECTION 4.2 CONDUCT OF BUSINESS PRIOR TO CLOSING - STOWE ONE	30
SECTION 4.3 MUTUAL COVENANTS PRIOR TO CLOSING.....	32
SECTION 4.4 ACCESS TO INFORMATION.....	32
SECTION 4.5 SHAREHOLDER MEETINGS AND RELATED MATTERS	33
SECTION 4.6 FILINGS AND AUTHORIZATIONS.....	33
SECTION 4.7 REQUIRED CONSENTS	33
SECTION 4.8 NEWS RELEASES AND REQUIRED DISCLOSURE.....	33
SECTION 4.9 EXCLUSIVE DEALING.....	36
ARTICLE 5 OTHER COVENANTS.....	36
SECTION 5.1 REPRESENTATIONS AND WARRANTIES	36
SECTION 5.2 NOTICE OF MATERIAL CHANGE.....	36
SECTION 5.3 OTHER FILINGS	37
SECTION 5.4 ADDITIONAL AGREEMENTS	37
ARTICLE 6 CLOSING CONDITIONS	37
SECTION 6.1 CONDITIONS PRECEDENT TO THE OBLIGATIONS OF THE STOWE ONE PARTIES.....	37
SECTION 6.2 CONDITIONS PRECEDENT TO THE OBLIGATIONS OF AGILE	39
SECTION 6.3 MUTUAL CONDITIONS PRECEDENT.....	40
SECTION 6.4 NOTICE AND EFFECT OF FAILURE TO COMPLY WITH COVENANTS OR CONDITIONS	41
ARTICLE 7 CLOSING ARRANGMENTS AND PUBLICITY	41
SECTION 7.1 CLOSING OF THE AMALGAMATION AND CLOSING DATE.....	41
SECTION 7.2 CLOSING DELIVERIES OF AGILE.....	41
SECTION 7.3 CLOSING DELIVERIES OF STOWE ONE AND STOWE ONE SUBCO.....	42
SECTION 7.4 PUBLICITY	43
ARTICLE 8 TERMINATION AND AMENDMENT	43
SECTION 8.1 TERMINATION	43

SECTION 8.2	BREAK FEE	44
SECTION 8.3	EFFECT OF TERMINATION	45
SECTION 8.4	AMENDMENT	45
SECTION 8.5	WAIVER	46
ARTICLE 9 GENERAL		46
SECTION 9.1	NOTICES	46
SECTION 9.2	EXPENSES	47
SECTION 9.3	ASSIGNMENT	47
SECTION 9.4	FURTHER ASSURANCES	47
SECTION 9.5	SEVERABILITY	47
SECTION 9.6	GOVERNING LAW, CHOICE OF FORUM.....	48
SECTION 9.7	NON-MERGER.....	48
SECTION 9.8	ENTIRE AGREEMENT.....	48
SECTION 9.9	COUNTERPART EXECUTION AND ELECTRONIC DELIVERY	48

SCHEDULES

SCHEDULE A Amalgamation Application

SCHEDULE B Articles of Amalco

AMENDED AND RESTATED AMALGAMATION AGREEMENT

THIS AGREEMENT dated as of the 21st day of December, 2018, as amended and restated as of the 14th day of August, 2020.

BETWEEN:

STOWE ONE INVESTMENTS CORP., a body corporate incorporated under the laws of British Columbia (“**Stowe One**” or the “**Purchaser**”)

OF THE FIRST PART

- AND -

1191212 BC LTD., a body corporate incorporated under the laws of British Columbia (“**Stowe One Subco**”)

OF THE SECOND PART

- AND -

AGILE BLOCKCHAIN CORP., a body corporate incorporated under the laws of British Columbia (“**Agile**” or the “**Corporation**”)

OF THE THIRD PART

WHEREAS:

- A. the Corporation provides blockchain based solutions to small and medium businesses to increase profitability with a more secure, predictable and optimized supply chain (the “**Business**”); and
- B. the Parties (as defined herein) propose to combine the business and assets of Agile and Stowe One by way of a statutory amalgamation between Agile and Stowe One Subco (the “**Transaction**”) to create Amalco (as defined herein), and upon completion of the Transaction, Amalco shall be a wholly-owned subsidiary of Stowe One.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the mutual covenants and promises herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, the Parties covenant and agree as follows:

**ARTICLE 1
INTERPRETATION**

Section 1.1 Defined Terms

In this Agreement, unless there is something in the subject matter or context inconsistent therewith, the following terms shall have the meanings set forth below:

- (1) “**Accounts Receivable**” means all accounts receivable, notes receivable and other debts due or accruing due to a Party;
- (2) “**Affiliate**” of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The terms “**control**” (including terms “**controlled by**” and “**under common control with**”) means the possession,

directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise;

- (3) **“Agile”** means Agile Blockchain Corp., a corporation incorporated under the BCBCA;
- (4) **“Agile Assets”** means all of the right, title, estate and interest in and to its property and assets, real and personal, moveable and immovable of whatsoever nature and kind and wheresoever situate of Agile;
- (5) **“Agile Circular”** means the notice of the Agile Shareholder Meeting and accompanying management information circular, including all schedules, appendices and exhibits to, and information incorporated by reference in, such management information circular, to be sent to the Agile Shareholders in connection with the Agile Shareholder Meeting, as amended, supplemented or otherwise modified from time to time;
- (6) **“Agile Disclosure Information”** means all information in respect of Agile that is provided by Agile and required to be included in the Non-Offering Prospectus and any CSE Listing Documents under Applicable Securities Laws and the CSE Policies;
- (7) **“Agile Financial Statements”** means the audited consolidated financial statements of the Corporation for the period from the date of incorporation on March 2, 2018 to December 31, 2018, and to the extent available, for the year ended December 31, 2019, as well as the unaudited financial statements of the Corporation for the interim period ended September 30, 2019, prepared in accordance with IFRS;
- (8) **“Agile Financing”** means the non-brokered private placement of 4,874,699 Agile Shares prior to the closing of the Transaction at a price of \$0.15, for aggregate gross proceeds of \$731,205;
- (9) **“Agile Options”** means the options to purchase Agile Shares issued pursuant to the Agile Stock Option Plan;
- (10) **“Agile Securityholders”** means collectively, the holders of Agile Shares, Agile Options and Agile Warrants;
- (11) **“Agile Shareholder Meeting”** means the special meeting of Agile Shareholders to be held prior to the Closing Date;
- (12) **“Agile Shareholders”** means the holders of Agile Shares;
- (13) **“Agile Shares”** means the common shares in the capital of Agile;
- (14) **“Agile Offer”** has the meaning ascribed thereto in Section 8.2(4);
- (15) **“Agile Stock Option Plan”** means the current option plan of Agile;
- (16) **“Agile Termination Fee”** has the meaning ascribed thereto in Section 8.2(2);
- (17) **“Agile Termination Fee Event”** has the meaning ascribed thereto in Section 8.2(2);
- (18) **“Agile Warrants”** means the common share purchase warrants of the Corporation entitling the holders thereof to acquire Agile Shares;
- (19) **“Agreement”, “this Agreement”, “herein”, “hereto”, “hereof” and “hereunder”** and similar expressions mean and refer to this Agreement (including the schedules hereto), as the same may be amended, modified, or supplemented from time to time, and not to any particular Article, Section, Subsection, Schedule or other portion of this Agreement;
- (20) **“Amalco”** means the corporation continuing from the Amalgamation;

- (21) “**Amalco Shares**” means the common shares in the capital of Amalco;
- (22) “**Amalgamating Parties**” means Stowe One Subco and Agile;
- (23) “**Amalgamation**” means the amalgamation of the Amalgamating Parties under the provisions of the BCBCA on the terms and conditions set forth in this Agreement;
- (24) “**Amalgamation Application**” means the form of Amalgamation Application which shall include the Notice of Articles of Amalco and will be in the forms attached as Schedule A;
- (25) “**Applicable Law(s)**” means all laws, statutes, codes, ordinances, decrees, rules, regulations, by-laws, statutory rules, principles of law, published policies and guidelines, judicial, arbitral, administrative, ministerial, departmental or regulatory judgments, orders, decision, rulings or awards, including general principles of common and civil law, and the terms and conditions of any grant of approval, permission, authority or licence of any Government Authority, that, in a context that refers to one or more persons apply to the person or persons, or its or their business, undertaking, property or shares, and emanate from a Government Authority having jurisdiction over the person or persons or its or their business, undertaking, property or shares;
- (26) “**Applicable Securities Laws**” means, collectively, and as the context may require, the applicable securities legislation of each of the provinces and territories of Canada, and the rules, regulations, instruments, orders and policies published and/or promulgated thereunder and the polices and rules of the CSE, as the foregoing may be amended or re-enacted from time to time;
- (27) “**Articles of Amalco**” means the Articles of Amalco in the form attached as Schedule B hereto;
- (28) “**Authorization**” means, with respect to any Person, any order, permit, approval, consent, waiver, licence or similar authorization of any Government Authority having jurisdiction over the Person, including any municipal or other approvals required to be granted before a Government Authority provides an authorization;
- (29) “**BCBCA**” means the *Business Corporations Act* (British Columbia), SBC 2002, c 57, as may be amended or re-enacted from time to time, including all regulations promulgated thereunder;
- (30) “**Books and Records**” means all books of account, tax records, sales and purchase records, customer and supplier lists, computer software, formulae, business reports, plans and projections and all other documents, files, correspondence and other information of Agile or Stowe One, as the case may be, (whether in written, printed, electronic or computer printout form);
- (31) “**Business**” has the meaning ascribed thereto in the recitals to the Agreement;
- (32) “**Business Day**” means any day excepting a Saturday or Sunday or a day recognized as a statutory holiday in Vancouver, British Columbia or Calgary, Alberta;
- (33) “**Certificate of Amalgamation**” means the certificate or other confirmation of filing to be issued by the Registrar of Companies pursuant to the BCBCA, giving effect to the Amalgamation;
- (34) “**Claim**” includes claims, demands, complaints, grievances, actions, applications, suits, causes of action, Orders, charges, indictments, prosecutions, informations or other similar processes, fines, expenses, costs damages or losses, contingent or otherwise, whether liquidated or unliquidated, matured or unmatured, disputed or undisputed, contractual, legal or equitable, including loss of value, professional fees, including fees and disbursements of legal counsel, and all costs incurred in investigating or pursuing any of the foregoing or any proceeding relating to any of the foregoing;
- (35) “**Closing**” means the completion of the Transaction contemplated in this Agreement;

- (36) “**Closing Date**” means the effective date of the Amalgamation as set forth in the Certificate of Amalgamation;
- (37) “**Closing Time**” means 12:01 a.m. (Calgary time) on the Closing Date;
- (38) “**Confidential Information**” means, with respect to Agile, confidential or non-public information and trade secrets, including confidential or non-public: proprietary information, know how, technology, technical data, proprietary processes, specifications, formulations, formulae, materials or compositions of matter of any type or kind (patentable or otherwise), marketing reports, customer lists and supplier lists, study reports, regulatory submission summaries and regulatory submission documents, expertise, test data, analytical and quality control data, studies and procedures, schematics, test methodologies, simulation and development tools, prototypes and other devices;
- (39) “**Consent**” means the consent of a contracting party to a change in control of the Corporation if required by the terms of any Contract, or the consent or acceptance of any other Person who is not a Government Authority to the Transaction contemplated herein;
- (40) “**Contracts**” means any and all agreements, contracts, leases, deeds, mortgages, licences, instruments, notes, commitments, undertakings, indentures, joint ventures of any nature, or other right or obligation (written or oral) to which a Party is bound or affected or to which any of their respective assets are subject, including, without limitation: (i) unfilled purchase orders, (ii) forward commitments for supplies or materials entered into the Ordinary Course, and (iii) restrictive agreements, negative covenant agreements, confidentiality agreement and invention assignment agreements with any Employees, past or present;
- (41) “**CSE**” or “**Exchange**” means the Canadian Securities Exchange;
- (42) “**CSE Escrow Agreement**” means an escrow agreement to be entered into between certain securityholders of the Resulting Issuer, the Resulting Issuer and the Escrow Agent pursuant to which certain securities held by such securityholders will be subject to escrow in accordance with applicable CSE Policies;
- (43) “**CSE Listing Documents**” means the listing documents of the Resulting Issuer to be submitted to the CSE for purposes of the Resulting Issuer being listed as an Issuer on the CSE, as prepared in accordance with CSE Policies;
- (44) “**CSE Policies**” means policies of the CSE, as may be amended or restated from time to time;
- (45) “**Current Assets**” means the current assets of Stowe One including but not limited to cash and cash equivalents (calculated in accordance with IFRS), Accounts Receivable, Taxes receivable, cash or recoverable and prepaid expenses but specifically excludes amounts owing from related parties and inventory;
- (46) “**Current Liabilities**” means the current liabilities of Stowe One including accounts payable, accrued liabilities, income taxes payable, government remittances payments, Transaction Expenses and all accrued remuneration and benefits, but specifically excluding any amounts owed to Agile in connection with any deposit paid pursuant to Section 2.4;
- (47) “**Debt Instrument**” has the meaning ascribed thereto in Section 3.1(22);
- (48) “**Demised Premises**” means the leased or use permit lands and premises of Agile;
- (49) “**Deposit**” has the meaning ascribed thereto in Section 2.4;
- (50) “**Disclosing Party**” has the meaning ascribed thereto in Section 4.4(2);

- (51) “**Employees**” means individuals who are full-time, part-time or temporary employees or individuals engaged or otherwise contracted to provide employment or similar services in respect of Agile or Stowe One, as the case may be; and “**Employee**” means any one of them;
- (52) “**Encumbrances**” means any charge, mortgage, lien, pledge, claim, embargo, security interest, legal or conventional, moveable or immovable, specific or floating, whether created or arising by agreement, statute or otherwise, attaching to property, interests or rights, and shall be construed in the widest possible terms and principles known under the law;
- (53) “**Environmental Laws**” means applicable Laws relating to the manufacturing, processing, distribution, use, treatment, storage, disposal, handling or transport of pollutants, contaminants, chemicals or industrial, toxic or hazardous substances or wastes;
- (54) “**Escrow Agent**” or “**Transfer Agent**” means TSX Trust Company, the registrar and transfer agent of Stowe One;
- (55) “**Exchange Ratio**” has the meaning ascribed thereto in Section 2.2(1)(iv);
- (56) “**GAAP**” means generally accepted accounting principles as set-out in the *CPA Canada Handbook – Accounting* for an entity that prepares its financial statements in accordance with IFRS, at the relevant time, applied on a consistent basis.
- (57) “**Governing Documents**” means, in respect of each Party, its governing documents, including, as applicable, its certificate and articles of incorporation, as amended, articles of association, as amended and all similar articles, and its by-laws, as amended;
- (58) “**Government Authority**” means any foreign, national, provincial, local or state government, any political subdivision or any governmental, judicial, public or statutory instrumentality, court, tribunal, agency (including those pertaining to health, safety or the environment), authority, body or entity, or other regulatory bureau, authority, body or entity having legal jurisdiction over the activity or Person in question and, for greater certainty, includes the Exchange and Securities Authorities;
- (59) “**GST**” means the goods and services tax and the harmonized sales tax (if applicable) under the *Excise Tax Act* (Canada);
- (60) “**IFRS**” means International Financial Reporting Standards adopted by the International Accounting Standards Board as may be amended or re-stated from time to time;
- (61) “**Intellectual Property**” means: (i) all works, including literary, artistic and graphic works, databases, and compilations thereof, including computer software, source code, object code, firmware, development tools, files, records and data, (the “**Works**”); (ii) all inventions, arts, processes, machines, manufactures, compositions of matter and developments, whether or not patentable, patented or the subject of applications for patents (the “**Inventions**”); (iii) all trade names, logos, trade dress, trademarks and service marks (“**Marks**”); (iv) all industrial designs, whether or not patentable or registrable, patented or registered or the subject of applications for design patent or registration (“**Designs**”); (v) all Confidential Information; and (vi) all Internet domain name registrations, Internet and World Wide Web URLs or addresses (“**Domain Names**”);
- (62) “**Intellectual Property Rights**” means any and all industrial and intellectual property and proprietary rights in the Intellectual Property, including, without limitation, the following: (i) all patents and applications therefor and rights to file applications for the Inventions and all reissues, divisions, renewals, extensions, re-examinations, reissues, provisionals, continuations and continuations-in-part thereof and other derivative applications and patents; (ii) all rights in the Confidential Information; (iii) all design patents, design registrations, pending patent and design applications and rights to file applications for the Designs, including all rights of priority and rights in continuations, continuations-in-part, divisions, re-

examinations, reissues and other derivative applications and patents; (iv) all trademark and service mark registrations for the Marks, trademark and service mark applications for the Marks, any rights arising from the use, application for or registration of the Marks, and any and all goodwill associated with and symbolized by the Marks; (v) all rights in the Domain Names; and (vi) all copyright and other rights and all registrations, pending applications for registration and rights to file applications for, and all moral rights and, where a Party is not the author, the benefits of such Party in all waivers of moral rights in, the Works;

- (63) “**in writing**” means written information including documents, files, software, records and books made available, delivered or produced to one Party by or on behalf of another Party;
- (64) “**ITA**” means the *Income Tax Act* (Canada), RSC 1985, c 1 (5th Supp), as may be amended or re-enacted from time to time, including the regulations promulgated thereunder;
- (65) “**Leases**” means the leases entered into by Agile as of the date of this Agreement;
- (66) “**Legal Proceeding**” means any Claim, action, suit, complaint, demand, litigation, arbitration, prosecution, contest, hearing, inquiry, investigation, inquest, audit or other proceeding of any nature, civil, criminal, regulatory or otherwise, in law or in equity, pending or threatened, by or before any court, tribunal, arbitrator or other Government Authority;
- (67) “**Letter of Intent**” means the non-binding letter of intent dated September 18, 2018 between Agile and Stowe One;
- (68) “**Liability**” means any liability or obligations of any kind or nature (whether known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, or due or to become due);
- (69) “**Losses**” shall mean, in respect of any matter, losses, damages, Legal Proceedings, Claims, prosecutions, judgments, costs, expenses (including all reasonable legal fees and disbursements), fines and penalties arising directly as a consequence of that matter, but excluding loss of profit and opportunity and indirect consequential and extraordinary damages;
- (70) “**Material Adverse Change**” means, in respect of a Party or its Subsidiary (if any), any one or more changes, events or occurrences, and “**Material Adverse Effect**” means in respect of a Party or its Subsidiary (if any), an effect, which, in either case, either individually or in the aggregate with all other fact, changes, circumstances, effects, event or occurrences is, or would reasonably be expected to: (i) be, material and adverse to the business, operations, results of operations, assets, capital, liabilities (contingent or otherwise), privileges or financial condition of that Party or a Subsidiary (if any); or (ii) prevent a Party from performing its obligations under this Agreement in any material respect, other than any change, event, occurrence or effect: (a) relating to the global economy or financial, securities or commodities markets in general in the world including, without limitation, changes in currency exchange rates or interest rates; (b) relating to any generally applicable change in Applicable Laws (other than Orders, judgments or decrees made against the Party or a Subsidiary (if any)); or (c) any natural disaster or the commencement, occurrence or continuation of any war, armed hostility or act of terrorism, provided, however that such matter referred to in clause (a), (b), or (c) above does not have a materially disproportionate effect to the Party or a Subsidiary (if any) compared to other companies of similar size operating in the same industry as that Party;
- (71) “**Material Contracts**” shall mean: (i) all Contracts under which, as of and from the Closing Date, Agile would be required to perform services, deliver products or make payments with a value of more than \$100,000 within any twelve month period under each such Contract (or group of related Contracts) or be required to fulfill any other obligation at a cost in excess of \$100,000 within any twelve month period; (ii) all continuing Contracts to which Agile is a party for the purchase of materials, supplies, equipment or services which requires payment under that Contract of more than \$50,000 as of and from the Closing Date, except for purchases of inventories or services in the Ordinary Course that do not exceed one year in length

and are on terms and conditions not more onerous than those usual and customary to the industry relating to the Business; (iii) all Contracts pursuant to which material Intellectual Property is licensed by Agile or any predecessor in title; (iv) all Contracts pursuant to which loans, credit facilities, grants, subsidies and other forms of financial assistance in an amount in excess of \$100,000 are made available to either, and (v) all licensing Contracts which Agile estimates will generate revenues in excess of \$50,000 during the current fiscal year;

- (72) “**material fact**” has the meaning ascribed thereto in the *Securities Act* (British Columbia), as the same may be amended or re-enacted from time to time, including all regulations promulgated thereunder;
- (73) “**Misrepresentation**” has the meaning ascribed thereto under Applicable Securities Laws;
- (74) “**Non-Offering Prospectus**” means the non-offering prospectus filed with the Securities Authorities intended to be the joint disclosure document of Stowe One and Agile describing the business of Stowe One, Agile and the Resulting Issuer;
- (75) “**Order**” means any order (including any judicial or administrative order and the terms of any administrative consent), judgment, injunction, decree, ruling or award of any court, arbitrator or Government Authority;
- (76) “**Ordinary Course**” means, with respect to an action taken by a Party, that such action is consistent with the past practice of such Party’s business and is taken in the ordinary course of the normal day-to-day operation of its business and operations;
- (77) “**Outside Date**” means December 31, 2020;
- (78) “**Party**” means each of Stowe One, Agile and Stowe One Subco and “**Parties**” means all of them, collectively;
- (79) “**Permitted Encumbrances**” shall mean: (i) Encumbrances for taxes, assessments or other charges not yet due and payable; (ii) statutory Encumbrances of landlords, carriers, warehousemen, mechanics, materialmen and other similar liens imposed by Applicable Law, which are incurred in the Ordinary Course; (iii) Encumbrances incurred in the Ordinary Course in connection with workers’ compensation, unemployment insurance and other types of social security; (iv) Encumbrances to secure performance obligations incurred in connection with tenders, statutory obligations, surety, stay, customs and appeals (or commitments in respect thereto), bids, government contracts, trade contracts, performance and return of money bonds and other similar performance obligations; (v) deposits made in the Ordinary Course; and (vi) any form of security granted by Agile except to secure indebtedness for a credit facility or other indebtedness which is disclosed in writing to Stowe One;
- (80) “**Person**” includes any individual, firm, partnership, joint venture, venture capital fund, association, trust, trustee, executor, administrator, legal personal representative, estate, group, body corporate, corporation, unincorporated association or organization, Government Authority, syndicate or other entity, whether or not having legal status;
- (81) “**Personnel Obligations**” means any obligations or liabilities of a Party or any of its Subsidiaries to pay any amount to its or their officers, directors, employees and consultants, other than for salary, bonuses under its or their existing bonus arrangements and directors’ fees in the Ordinary Course, in each case in amounts consistent with historic practices and obligations or liabilities in respect of insurance or indemnification contemplated by this Agreement or arising in the Ordinary Course of business and, without limiting the generality of the foregoing, Personnel Obligations shall include the obligations of such Party or any of its Subsidiaries to directors, officers, employees and consultants: (i) for payments on or in connection with any change in control of such Party pursuant to any change in control agreements, policies or arrangements, including the payments specified herein; and (ii) for any special incentive bonus payments and commitments;

- (82) **“Promissory Notes”** means the 10% non-convertible unsecured promissory notes payable by Agile, with an aggregate principal amount of \$299,100;
- (83) **“Receiving Party”** has the meaning ascribed thereto in Section 4.4(2);
- (84) **“Registrar of Companies”** means the Registrar of Companies appointed under Section 400 of the BCBCA;
- (85) **“Regulation D”** means Regulation D promulgated under the *U.S. Securities Act of 1933*;
- (86) **“Regulation S”** means Regulation S promulgated under the *U.S. Securities Act of 1933*;
- (87) **“Regulatory Approval”** means any approval, consent, waiver, permit, order or exemption from any Government Authority having jurisdiction or authority over any Party or the Subsidiary of any Party which is required or advisable to be obtained in order to permit the Transaction to be effected, including, without limitation, approval of the Exchange and **“Regulatory Approvals”** means all such approvals, consents, waivers, permits, orders or exemptions;
- (88) **“Reporting Jurisdictions”** means Alberta and British Columbia;
- (89) **“Resulting Issuer”** means Solvbl Solutions Inc. upon completion of the Transaction;
- (90) **“Resulting Issuer Options”** has the meaning ascribed thereto in Section 2.2(1)(ii);
- (91) **“Resulting Issuer Shares”** means common shares in the capital of the Resulting Issuer, and, for greater certainty, includes the post-Stowe One Share Consolidation Stowe One Shares to be issued in exchange for Agile Shares at Closing of the Transaction;
- (92) **“Resulting Issuer Warrants”** has the meaning ascribed thereto in Section 2.2(1)(iii);
- (93) **“Securities Authorities”** means the British Columbia Securities Commission and appropriate securities commissions, similar regulatory authorities in Canada and each of the applicable provinces and territories thereof, and including the Exchange;
- (94) **“Securities Exchange”** means the exchange of Agile Shares for Stowe One Shares and other steps to be completed pursuant to Section 2.2(1) hereof;
- (95) **“SEDAR”** means the System for Electronic Document Analysis and Retrieval maintained by the Canadian Securities Administrators;
- (96) **“Subsidiary”** has the meaning ascribed thereto in the BCBCA;
- (97) **“Stowe One”** or the **“Purchaser”** means Stowe One Investments Corp., a corporation incorporated pursuant to the BCBCA;
- (98) **“Stowe One Circular Information”** means all information in respect of Stowe One and its Subsidiaries required to be included in the Agile Circular under Applicable Securities Laws;
- (99) **“Stowe One Deficit”** means the Stowe One net working capital deficit of \$84,598 as at the interim period ending June 30, 2018;
- (100) **“Stowe One Financial Statements”** means the audited financial statements of Stowe One as at and for the year ended December 31, 2017 and December 31, 2018, and the unaudited interim financial statements as at and for the three and nine month period ended September 30, 2019, all prepared in accordance with IFRS;

- (101) **“Stowe One GST Audit”** means the examination of the goods and services tax / harmonized sales tax (GST/HST) return for the period 2018-01-01 to 2018-12-31, initiated by a letter from the Canada Revenue Agency dated November 4, 2019;
- (102) **“Stowe One Name Change”** means the amendment to the articles of Stowe One pursuant to which Stowe One will change its name to “Solvbl Solutions Inc.” or such other name as may be agreed to by Stowe One and Agile, to be completed immediately prior to Closing;
- (103) **“Stowe One Offer”** has the meaning ascribed thereto in Section 8.2(3);
- (104) **“Stowe One Parties”** means Stowe One and Stowe One Subco;
- (105) **“Stowe One Share Consolidation”** or **“Consolidation”** means the consolidation of the Stowe One Shares on the basis of one post-Consolidation share for every 2.1428571 pre-Consolidation shares or such other consolidation ratio that results in the Stowe One Shares having a deemed value of \$0.07 cents per Stowe One Share, to be completed immediately prior to Closing;
- (106) **“Stowe One Shareholder”** means a registered holder of Stowe One Shares, from time to time, and **“Stowe One Shareholders”** means all of such holders, collectively;
- (107) **“Stowe One Shareholder Meeting”** means the annual general and special meeting of Stowe One Shareholders to be held prior to the Closing Date;
- (108) **“Stowe One Shares”** means the common shares in the capital of Stowe One;
- (109) **“Stowe One Subco”** means 1191212 BC Ltd., a wholly-owned subsidiary of Stowe One incorporated under the BCBCA for the purposes of completing the Transaction;
- (110) **“Stowe One Subco Shares”** means the common shares in the capital of Stowe One Subco;
- (111) **“Stowe One Termination Fee”** has the meaning ascribed thereto in Section 8.2(1);
- (112) **“Stowe One Termination Fee Event”** has the meaning ascribed thereto in Section 8.2(1);
- (113) **“Tax”** and **“Taxes”** means, with respect to any Person, all income taxes (including any tax on or based upon net income, gross income, income as specially defined, earnings, profits or selected items of income, earnings or profits) and all value added taxes, GST, capital taxes, gross receipts taxes, environmental taxes, sales taxes, use taxes, ad valorem taxes, value added taxes, transfer taxes, franchise taxes, license taxes, withholding taxes, payroll taxes, employment taxes, pension plan premiums for government administered pension plans; excise, severance, social security premiums, workers compensation premiums, unemployment insurance or compensation premiums, stamp taxes, occupation taxes, premium taxes, property taxes, windfall profits taxes, alternative or add-on minimum taxes, goods and services tax, customs duties or other taxes, fees, imports, assessments or charges of any kind whatsoever, together with any interest and any penalties or additional amounts imposed by any taxing authority (domestic or foreign) on such entity, and any interest, penalties, additional taxes and additions to tax imposed with respect to the foregoing;
- (114) **“Tax Laws”** means any Applicable Law that imposes Taxes or deals with the administration or enforcement of Liabilities for Taxes;
- (115) **“Tax Returns”** means all reports, estimates, elections, notices, filings, designations, forms, declarations of estimated tax, information statements and returns relating to, or required to be supplied to any Taxing Authority in connection with, any Taxes (including any attached schedules, estimated tax returns, withholding tax returns, and information returns and reports);

- (116) **“Taxing Authority”** means any Government Authority responsible for the imposition of any Tax (domestic or foreign) and includes the Canada Revenue Agency;
- (117) **“Technology”** has the meaning ascribed thereto in Section 3.1(37);
- (118) **“Transaction”** means the business combination between Stowe One and Agile whereby Stowe One will acquire 100% of the issued and outstanding securities of Agile by way of a “three cornered” amalgamation involving Stowe One, Agile and Stowe One Subco;
- (119) **“Transaction Expenses”** has the meaning ascribed thereto in Section 6.2(1)(ix);
- (120) **“United States”** means the United States of America, its territories and possessions, any state of the United States, and the District of Columbia;
- (121) **“U.S. Person”** includes a natural person resident in the United States, a partnership or corporation organized or incorporated under the laws of the United States, an estate of which any executor or administrator is a U.S. Person, a trust of which any trustee is a U.S. Person, an agency or branch of a foreign entity located in the United States; a non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a U.S. Person; any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organized, incorporated, or (if an individual) resident in the United States; and a partnership or corporation if (i) organized or incorporated under the laws of any foreign jurisdiction, and (ii) formed by a U.S. Person principally for the purpose of investing in securities not registered under the US Securities Act, unless it is organized, by “Accredited Investors” who are not natural persons, estates or trusts;
- (122) **“US Securities Act”** means the United States *Securities Act of 1933*, as may be amended or re-enacted from time to time; and
- (123) **“Working Capital”** means as of a specific date, the aggregate Current Assets of Stowe One, including, without limitation, any unpaid deposit amounts owed to Stowe One under Section 2.4, less the Current Liabilities of Stowe One and all Accounts Receivable over 90 days past due.

Section 1.2 Singular, Plural, etc.

Words in this Agreement importing the singular number include the plural and vice versa and words importing gender include the masculine, feminine and neuter genders.

Section 1.3 Deemed Currency

In the absence of a specific designation of any currency, any undescribed dollar amount herein shall be deemed to refer to the lawful money of Canada.

Section 1.4 Headings, etc.

The division of this Agreement into Articles and Sections, the provision of a table of contents hereto and the insertion of the recitals and headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement and, unless otherwise stated, all references in this Agreement to Articles and Sections refer to Articles and Sections of and to this Agreement in which such reference is made.

Section 1.5 Date for any Action

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

Section 1.6 Certain Phrases, Derivatives, etc.

In this Agreement (i) the words “including” and “includes” mean “including (or includes) without limitation”, and (ii) the phrase “the aggregate of”, “the total of”, “the sum of”, or a phrase of similar meaning means “the aggregate (or total or sum), without duplication, of”, and (iii) in the computation of periods of time from a specified date to a later specified date, unless otherwise expressly stated, the word “from” means “from and including” and the words “to” and “until” each mean “to but excluding”.

Section 1.7 Accounting Terms

Wherever in this Agreement reference is made to a calculation to be made or an action to be taken in accordance with IFRS, such reference will be deemed to be to the IFRS from time to time approved by CPA Canada, the Canadian Accounting Standards Board or any successor institute, and applicable as at the date on which such calculation or action is made or taken or required to be made or taken.

Section 1.8 Statutory References

Any reference in this Agreement to any statute or any Section thereof will, unless otherwise expressly stated, be deemed to be a reference to such statute or Section as amended, restated or re-enacted from time to time. References to any agreement or document will be to such agreement or document (together with all appendices, schedules and exhibits thereto), as it may have been or may hereafter be amended, supplemented, replaced or restated from time to time.

Section 1.9 Knowledge

Where any representation or warranty contained in this Agreement is expressly qualified by reference to the knowledge of Agile or words to like effect, it shall be deemed to refer to the actual knowledge of Raymond Pomroy, Chief Executive Officer and Khurram Qureshi, Chief Financial Officer of Agile, after due inquiry. Where any representation or warranty contained in this Agreement is expressly qualified by reference to the knowledge of Stowe One or words to like effect, it shall be deemed to refer to the actual knowledge of Walter Coles Jr, Chief Executive Officer and Andrew MacRitchie, Chief Financial Officer of Stowe One, after due inquiry.

Section 1.10 Incorporation of Schedules

The following schedules attached hereto are incorporated into and form an integral part of this Agreement:

- Schedule A – Amalgamation Application
- Schedule B – Articles of Amalco

**ARTICLE 2
THE AMALGAMATION**

Section 2.1 Agreement to Amalgamate

- (1) Each Party hereby agrees, unless such steps have already been completed, that as soon as reasonably commercially practicable after the date hereof or at such other time as is specifically indicated below in this Section 2.1, and subject to the terms and conditions of this Agreement, it shall take the following steps indicated for it:
 - (i) Agile and Stowe One Subco hereby agree to amalgamate by way of statutory amalgamation under the BCBCA on the terms and subject to the conditions contained in this Agreement and the Stowe One Parties hereby covenant and agree to issue the securities required to be issued in connection with the Transaction as set out in Section 2.2(1) below;

- (ii) on or prior to the Closing Date, Stowe One shall complete the Stowe One Share Consolidation and the Stowe One Name Change;
- (iii) as soon as practicable after the Closing Date, in accordance with normal commercial practice, Stowe One shall issue, or cause to be issued, certificates or direct registration statements representing the appropriate number of securities required to be issued in connection with the Transaction as set out in Section 2.2(1) below; and
- (iv) the Parties shall take any other action and do anything, including the execution of any other agreements, documents or instruments, that are necessary or useful to give effect to the Transaction.

Section 2.2 Securities Exchange and Related Matters

- (1) **Securities Exchange.** The Parties shall cause the Amalgamation Application to be filed to effect the Amalgamation. On the Amalgamation:
 - (i) Agile and Stowe One Subco will amalgamate and continue as Amalco;
 - (ii) at the Closing Time, each outstanding Agile Option, if any, shall be cancelled and will cease to represent a right to acquire an Agile Share, and such Agile Option will be replaced with an equivalent number of options to purchase Resulting Issuer Shares (“**Resulting Issuer Options**”), each such Resulting Issuer Option entitling the holder thereof to acquire one Resulting Issuer Share on substantially the same terms as forth in the Agile Options;
 - (iii) at the Closing Time, each outstanding Agile Warrant, if any, will be cancelled and will cease to represent a right to acquire an Agile Share, and such Agile Warrant will be replaced with an equivalent number of Resulting Issuer Share purchase warrants (“**Resulting Issuer Warrants**”), each Resulting Issuer Warrant entitling the holder thereof to acquire one Resulting Issuer Share on substantially the same terms as set forth in the certificates representing the Agile Warrants;
 - (iv) at the Closing Time, each Agile Share will be cancelled and replaced by one fully paid and non-assessable Resulting Issuer Share (such ratio of 1:1 being the “**Exchange Ratio**”);
 - (v) the Stowe One Subco Shares will be cancelled and replaced by Amalco Shares on the basis of one Amalco Share for each Stowe One Subco Share;
 - (vi) as consideration for the issuance of the Stowe One Shares to effect the Amalgamation, Amalco will issue to Stowe One, one Amalco Share for each Stowe One Share issued to the previous holders of Agile Shares;
 - (vii) all of the property and assets of each of Stowe One Subco and Agile will be the property and assets of Amalco, and Amalco will be liable for all of the liabilities and obligations of each of Stowe One Subco and Agile except for the Promissory Notes which shall become direct liabilities of the Resulting Issuer; and
 - (viii) Amalco will be a wholly-owned subsidiary of Stowe One.
- (2) **No Fractional Securities.** No fractional Resulting Issuer Shares will be issued pursuant to this Agreement. In the event that an Agile Securityholder would otherwise be entitled to a fractional security hereunder, the number of securities issued to such Agile Securityholder shall be rounded up to the next greater whole number of shares if the fractional entitlement is equal to or greater than 0.5 and shall, without any additional compensation, be rounded down to the next lesser whole number of shares if the fractional entitlement is less than 0.5. In calculating such fractional interests, all Agile securities registered in the name of or beneficially held by such Agile Securityholder or their nominee shall be aggregated.

- (3) **Restrictions on Securities.** The Parties acknowledge and agree that securities of the Resulting Issuer issued pursuant to the terms and conditions provided herein will be subject to compliance with Applicable Securities Laws. In particular, the Parties acknowledge and agree that in accordance with the policies of the CSE, securities of the Resulting Issuer issued to certain securityholders of the Resulting Issuer will be subject to escrow under the policies of the CSE and Applicable Securities Laws and the Parties shall use commercially reasonable efforts to arrange for each former Agile Securityholder or Stowe One Shareholder (as the case may be) that is required to have securities of the Resulting Issuer escrowed in accordance with CSE Policies, to enter into and deliver to the Transfer Agent for filing with the Exchange a CSE Escrow Agreement in respect of their Resulting Issuer securities.
- (4) **US Legends on Stowe One Securities.** The Parties acknowledge and agree that, in addition to any other legends affixed to securities of the Resulting Issuer issued in connection with the Transaction upon the original issuance of securities of Stowe One to any U.S. Person in connection with the Amalgamation (and including any Resulting Issuer Shares that may be issued upon exercise of convertible securities), and until such time as the same is no longer required under applicable requirements of the US Securities Act or applicable state securities laws, certificates representing such securities and all certificates issued in exchange therefor or in substitution thereof, shall bear the following legend: **“THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “U.S. SECURITIES ACT”), OR ANY STATE SECURITIES LAWS. THE HOLDER HEREOF, BY PURCHASING SUCH SECURITIES, AGREES FOR THE BENEFIT OF THE CORPORATION THAT SUCH SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY (A) TO THE CORPORATION, (B) OUTSIDE THE UNITED STATES IN ACCORDANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT, (C) (1) IN ACCORDANCE WITH RULE 144A UNDER THE U.S. SECURITIES ACT, IF AVAILABLE, OR (2) IN ACCORDANCE WITH RULE 144 UNDER THE U.S. SECURITIES ACT, IF AVAILABLE; OR (D) PURSUANT TO ANY OTHER EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE U.S. SECURITIES ACT, PROVIDED THAT PRIOR TO ANY TRANSFER PURSUANT TO CLAUSES (C) OR (D) ABOVE, AN OPINION OF COUNSEL IN FORM AND SUBSTANCE REASONABLY ACCEPTABLE TO THE CORPORATION SHALL FIRST BE PROVIDED TO THE EFFECT THAT SUCH TRANSFER DOES NOT REQUIRE REGISTRATION UNDER THE U.S. SECURITIES ACT OR ANY STATE SECURITIES LAW. DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE “GOOD DELIVERY” IN SETTLEMENT OF TRANSACTIONS ON STOCK EXCHANGES IN CANADA.”**,

provided, that if any such securities are being sold pursuant to Rule 904 of Regulation S at a time when Stowe One (or the Resulting Issuer) is a “foreign issuer” within the meaning of Regulation S, the legend may be removed by the holder providing a declaration to the registrar and transfer agent for the applicable securities in a form prescribed by Stowe One (or the Resulting Issuer) as to matters confirming that the sale is being made in compliance with Rule 904 of Regulation S, together with such additional documentation as Stowe One (or the Resulting Issuer) or the transfer agent may require, including, if required by Stowe One’s transfer agent, an opinion of counsel of recognized standing or other evidence reasonably satisfactory to Stowe One (or the Resulting Issuer), to the effect that such legend is no longer required under applicable requirements of the 1933 Act; and provided, further, that, if the securities are being sold pursuant to Rule 144 under the 1933 Act, if available, the legend may be removed by delivery to the registrar and transfer agent for the applicable securities of an opinion of counsel, of recognized standing reasonably satisfactory to Stowe One (or the Resulting Issuer), that such legend is no longer required under applicable requirements of the US Securities Act or state securities laws.

Section 2.3 Statutory Amalgamation Requirements

The Parties hereby agree as follows with respect to matters which the BCBCA requires form part of this Agreement.

- (1) **Name.** The name of Amalco shall be “1191212 B.C. Ltd.” or such other name as may be agreed upon by the Parties in writing.

- (2) **Registered and Records Office.** The mailing and delivery addresses of the registered office and records office of Amalco, until changed in accordance with the provisions of the BCBCA, shall be 1200 Waterfront Centre, 200 Burrard Street, P.O. Box 48600, Vancouver, BC, Canada, V7X 1T2.
- (3) **Authorized Capital.** The authorized share structure of Amalco shall consist of no maximum number of common shares without par value and an unlimited number of preferred shares as set out in the Notice of Articles included in the Amalgamation Application.
- (4) **Business.** There shall be no restrictions on the business which Amalco is authorized to carry on.
- (5) **Fiscal Year End.** The fiscal year end of Amalco shall be December 31 of each calendar year.
- (6) **Number of Directors.** The number of directors of Amalco shall, until changed in accordance with the Articles of Amalco, be one.
- (7) **Initial Directors.** The first sole director of Amalco shall be the individual whose name appears below:

<u>Name</u>	<u>Address</u>
Raymond Pomroy	1049 Indian Road, Mississauga, Ontario L5H 1R6
- (8) **Initial Officers.** The first officers of Amalco shall be the individuals whose names and titles appear below:

<u>Name</u>	<u>Title</u>	<u>Address</u>
Raymond Pomroy	Chief Executive Officer	1049 Indian Road, Mississauga, Ontario L5H 1R6
Khurram Qureshi	Chief Financial Officer	60 Geraldton Crescent, Toronto, Ontario M2J 2R6
- (9) **Articles.** The Articles of Amalco, until repealed, amended or altered, shall be the Articles of Amalco in the form attached as Schedule B hereto.
- (10) **Paid Up Capital.** Upon completion of the Transaction, the paid up capital of Amalco will be equal to the aggregate sum of the paid up capital of the shares of each of the Amalgamating Parties.
- (11) **Amendments to Structure.** Notwithstanding the foregoing, the Parties agree that the foregoing structure for the Amalgamation may be amended to accommodate certain tax planning and operational efficiencies of either Party provided that such amendments shall not have a detrimental effect on either Party and shall not negatively impact the business combination of Agile and Stowe One evidenced hereby. In no event shall the structure be amended unless such amendment is permitted by the CSE.
- (12) **Filing of Documents.** Upon the shareholders of each of the Amalgamating Parties approving this Agreement by special resolution in accordance with the BCBCA, the Amalgamating Parties shall jointly file with the Registrar of Companies under the BCBCA, the Amalgamation Application in the form of Schedule A attached hereto and such other documents as may be required to effect the Amalgamation.

Section 2.4 Deposit

As consideration for entering into this Agreement, Agile shall pay to Stowe One the following amounts:

- (1) \$25,000 concurrent with the execution of this Agreement; and
- (2) \$5,000 on each month thereafter, with the first such monthly payment being made on or before January 31, 2019,

such payments being a non-refundable deposit (collectively, the “**Deposit**”) to fund the working capital and Transaction expenses of Stowe One.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES

Section 3.1 Representations of Agile

Agile represents and warrants to Stowe One and Stowe One Subco as follows, and acknowledges and confirms that Stowe One and Stowe One Subco are each relying upon the representations and warranties in connection with the transactions contemplated by this Agreement, which representations and warranties are made as of the date of this Agreement and as of the Closing Date:

Corporate Matters

- (1) **Incorporation and Qualification.** Agile is a corporation duly incorporated and existing under the statutes of its jurisdiction of incorporation and has the corporate power to own and operate its assets, carry on the Business, and enter into and perform its obligations under this Agreement, and Agile is current and up-to-date with all corporate filings required to be made by it in each applicable jurisdiction.
- (2) **Qualification to Conduct the Business.** Agile has all requisite corporate capacity, power and authority, and is duly qualified, licensed or registered to or possesses all material certificates, authority, permits and licenses issued by the appropriate Government Authority to conduct the Business as now conducted by it in all jurisdictions in which the nature of the Agile Assets or the Business makes such qualification necessary, and it conducts its business in compliance in all material respects with such certificates, authorities, permits or licenses and has not received any notice of proceedings relating to the revocation or modification of any such certificate, authority, permit or license which, singly or in the aggregate, if the subject of an unfavourable decision, order, finding or ruling, would materially and adversely affect the conduct of the business, operations, financial condition, or income of Agile.
- (3) **Validity and Enforceability of the Agreement.**
 - (i) Agile has full corporate power, capacity and authority to undertake all steps of the Transaction contemplated in this Agreement and to carry out its obligations under this Agreement.
 - (ii) The transactions under this Agreement do not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition) result in a breach or a violation of, or conflict with, or allow any other Person to exercise any rights under, any of the terms or provisions of the Governing Documents of Agile or any Contracts or instruments to which Agile is a party or pursuant to which any of the Agile Assets or the Business may be affected.
 - (iii) The transactions under this Agreement do not and will not result in a breach of, or cause the termination or revocation of, any Authorization held by Agile or that is necessary for the operation of the Business.
 - (iv) The transactions under this Agreement do not and will not result in the violation of any Applicable Law or judgment, decree, order, or award of any Government Authority applicable to Agile.
- (4) **Execution and Binding Obligation.** This Agreement has been duly executed and delivered by the Corporation, and constitutes legal, valid and binding obligations of the Corporation, enforceable against the Corporation in accordance with its terms subject only to any limitation under Applicable Laws relating to: (i) bankruptcy, winding-up, insolvency, arrangement and other laws of general application affecting the enforcement of creditors' rights, and (ii) the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction.
- (5) **Authorized and Issued Securities.** The authorized and issued capital of Agile consist of an unlimited number of Agile Shares without nominal or par value, of which 77,409,446 Agile Shares are issued and outstanding as of the date hereof. All Agile Shares have been duly issued and shall be outstanding as fully

paid and non-assessable. All of the Agile Shares have been issued in compliance with all Applicable Laws including, without limitation, Applicable Securities Laws.

- (6) **Agreements to Acquire Securities.** Except as contemplated by this Agreement, as of the date hereof Agile is not a party to and nor has Agile granted any agreement, warrant, option or right or privilege capable of becoming an agreement (whether by Applicable Law, pre-emptive or contractual), for the purchase, subscription or issuance of any shares or securities convertible into or exchangeable for shares other than 6,449,166 Agile Options, all of which have been issued in compliance with all Applicable Laws including, without limitation, Applicable Securities Laws.
- (7) **Subsidiaries.** The Corporation holds no shares or other ownership, equity or proprietary interests in any other Person, including any joint venture.
- (8) **Required Approvals.** The entering into and the performance by Agile of the transactions contemplated herein and in the Non-Offering Prospectus and any CSE Listing Documents:
 - (i) do not require any Regulatory Approval, except that which may be required by the Exchange and under Applicable Securities Laws;
 - (ii) will not contravene any statute or regulation of any Government Authority which is binding on Agile, where such contravention would materially and adversely affect the business, operations, capital or condition (financial or otherwise) of the Corporation; and
 - (iii) will not result in the breach of, or be in conflict with, or constitute a default under, or create a state of facts which, after notice or lapse of time, or both, would constitute a default under any term or provision of the Governing Documents or resolutions of Agile or any mortgage, note, indenture, contract or agreement, instrument, lease or other document to which Agile is a party, or any judgment, decree or order or any term or provision thereof, which breach, conflict or default would materially and adversely affect the business, operations, capital or condition (financial or otherwise) of Agile.
- (9) **Corporate Records.** The Books and Records of Agile are complete and accurate and all corporate proceedings and actions reflected in such Books and Records have been conducted or taken in compliance with all Applicable Laws and with the Governing Documents of the Corporation, as applicable. Without limiting the generality of the foregoing: (i) the minute books contain complete and accurate minutes of all meetings of the directors and shareholders held since incorporation and all such meetings were properly called and held; (ii) the minute books contain all resolutions passed by the directors and shareholders (and committees, if any) and all such resolutions were properly passed; (iii) the share certificate books, register of shareholders and register of transfers are complete and accurate, all transfers have been properly completed and approved and any tax payable in connection with the transfer of any securities has been paid; and (iv) the registers of directors and officers are complete and accurate and all former and present directors and officers were properly elected or appointed, as the case may be.
- (10) **Voting.** Agile is not a party to any agreement nor is Agile aware of any agreement which in any manner affects the voting control of any of the Agile Shares or other securities of Agile.
- (11) **Shareholders Agreements.** There are no shareholders' agreements, pooling agreements, voting trusts or other similar agreements with respect to the ownership or voting of any of the Agile Shares.
- (12) **Accurate Disclosure.** No representation, warranty or statement of Agile in this Agreement or the Non-Offering Prospectus and any CSE Listing Documents contains or will contain at the Closing Time any untrue statement of a material fact or omits or will omit to state any material fact necessary to make the statements contained herein or therein, in light of the circumstances under which made, not misleading.

Financial Matters

- (13) **Dividends and Distributions.** Since the date of its incorporation or formation, as applicable, Agile has not, directly or indirectly, declared or paid any dividend or declared or made any other distribution on any of its shares or securities of any class, or, directly or indirectly, redeemed, purchased or otherwise acquired any of its shares or securities or agreed to do any of the foregoing.
- (14) **Distribution Restrictions.** There is not, in its Governing Documents or in any agreement, mortgage, note, debenture, indenture or other instrument or document to which Agile is a party, any restriction upon or impediment to the declaration or payment of dividends by the directors of Agile or the payment of dividends by Agile to the holders of their respective securities.
- (15) **Financial Records.** All accounting and financial Books and Records of the Corporation have been fully, properly and accurately kept and completed in all material respects. All material financial transactions of the Corporation have been accurately recorded in the Books and Records of the Corporation for the periods noted therein and such Books and Records fairly present the financial position and the affairs of the Corporation for the periods noted therein. The Books and Records and other data and information are not recorded, stored, maintained, operated or otherwise wholly or partly dependent upon or held by any means (including any electronic, mechanical or photographic process, whether computerized or not) which are not available to the Corporation in the Ordinary Course.
- (16) **Financial Statements.** The Agile Financial Statements, including the notes thereto, have been prepared in accordance with GAAP, applied on a basis consistent with past practices, and present fairly, in all material respects:
 - (i) the assets, liabilities, (whether accrued, absolute, contingent or otherwise) and financial position of the Corporation as at the dates thereof;
 - (ii) the income and expenses of the Corporation during the periods covered by the Agile Financial Statements; and
 - (iii) do not omit to state any material fact that is required by GAAP or by Applicable Laws to be stated or reflected therein or which is necessary to make the statements contained therein not misleading.
- (17) **Bankruptcy.** The Corporation has not made any assignment in favour of its creditors or a proposal in bankruptcy to its creditors or any class thereof, and no petition for a receiving order has been presented in respect of it. The Corporation has not initiated proceedings with respect to a compromise or arrangement with their respective creditors, or for winding-up, liquidation or dissolution. No receiver or interim receiver has been appointed in respect of the Corporation, the Agile Assets and no execution or distress has been levied on any of the Agile Assets, nor have proceedings been commenced in respect of any of the foregoing. The Corporation has not incurred any liability or not exceeded any assets necessary for the operation of the Business as a result of the dissolution or bankruptcy of any corporation that was controlled by the Corporation at any time.
- (18) **Absence of Undisclosed Liabilities.** Except to the extent reflected or reserved against in the Agile Financial Statements, or incurred in the Ordinary Course since the most recent date of the Agile Financial Statements, the Corporation does not have any material outstanding indebtedness or any material Liabilities or obligations (whether accrued, accruing, absolute, contingent or otherwise) and, except for such Liabilities which may be contemplated hereunder or which Stowe One approves before being incurred, any Liabilities or obligations incurred in the Ordinary Course since the most recent date of the Agile Financial Statements, will not have had a Material Adverse Effect on the financial condition of the Corporation as at the Closing Date.

- (19) **Absence of Changes.** Since the most recent date of the Agile Financial Statements, there has not been:
- (i) any change in the condition or the operation of the Business, Agile Assets or financial affairs of the Corporation; or
 - (ii) any damage, destruction or loss, labour unrest or other event, development or condition, of any character (whether or not covered by insurance) which is not generally known or which has not been disclosed to the Purchaser,
- which, individually or in the aggregate, may have a Material Adverse Effect on the Business or Agile Assets of the Corporation or the prospects thereof.
- (20) **No Liabilities Resulting in Encumbrances.** There is no indebtedness or Liability of the Corporation to any Person which might, by operation of law or otherwise, now or hereafter constitute or be capable of resulting in or forming an Encumbrance, except a Permitted Encumbrance, upon any of the Agile Assets.
- (21) **Finder's Fees.** There is no person, firm or corporation acting or purporting to act at the request of Agile, who is entitled to any brokerage or finder's fee in connection with the transactions contemplated herein.
- (22) **Indebtedness.** Other than the Promissory Notes, Agile is not a party to any loan, bond, debenture, promissory note or other instrument evidencing indebtedness (demand or otherwise) for borrowed money or any other liability ("**Debt Instrument**") or any agreement, contract or commitment to create, assume or issue any Debt Instrument.
- (23) **Non-Arm's Length Debt.** Agile does not have any loan or other indebtedness outstanding which has been made to any of its shareholders, officers, directors or employees, past or present, or any person not dealing at "arm's length" (as such term is defined in the ITA).

General Matters Relating to the Business

- (24) **Restrictions.** Agile is not a party to or bound by any agreement which would restrict or limit its right to carry on any business or activity or to solicit business from any Persons or in any geographical area or otherwise to conduct the Business as Agile may determine. Agile is not subject to any legislation or any judgment, order or requirement of any court or Government Authority which is not of general application to Persons carrying on a business similar to the Business. Agile is not a party to or bound or affected by any commitment, agreement or document containing any covenant which expressly limits the freedom of such entity to compete in any line of business, or to transfer or move any of its assets or operations, or which materially or adversely affects the Business practices, operations or condition of Agile.
- (25) **No Material Adverse Change.** Since the most recent date of the Agile Financial Statements, there has not been any Material Adverse Change in the affairs, operations or condition of the Corporation, the Agile Assets or the Business and no event has occurred or circumstance exists which may result in such a Material Adverse Change.
- (26) **Compliance with Applicable Laws.** The Corporation is conducting the Business in compliance with all Applicable Laws other than acts of non-compliance which, in the aggregate, are not material, and the Corporation has not received notice that it has not conducted the Business or any past businesses in compliance with Applicable Laws.
- (27) **Authorizations.** Agile owns, holds, possesses or lawfully uses in the operation of the Business, all material Authorizations ("**Material Authorizations**") which are, in any manner, necessary to conduct the Business as presently or previously conducted or for the ownership and use of the Agile Assets in compliance with all Applicable Laws. Each Material Authorization is valid, subsisting and in good standing. Agile is not in default or breach of any Material Authorization and, no proceeding is pending or to the knowledge of the Corporation, threatened to revoke or limit any Material Authorization. All Material Authorizations are

renewable by their terms or in the Ordinary Course without the need for the Corporation to comply with any special rules or procedures, agree to any materially different terms or conditions or pay any amounts other than routine filing fees.

- (28) **Legal Proceedings.** There are no Legal Proceedings pending or, to the knowledge of Agile, contemplated or threatened, to which Agile is a party or to which the Agile Assets are or may become subject. The Corporation is not subject to any judgment, Order or decree entered in any lawsuit or proceeding, nor has the Corporation settled any claim prior to being prosecuted in respect of it. The Corporation is not a plaintiff or complainant in any Legal Proceedings.

Matters Relating to the Assets

- (29) **Sufficiency of Assets.** Upon completion of the Transaction, no other property rights are necessary for the proposed conduct of the Business after Closing in substantially the same manner as was conducted prior to Closing, other than those forming part of the Agile Assets being transferred to Amalco. There are no restrictions on the ability of Agile to use, transfer or otherwise exploit any such property rights, and Agile does not know of any claim or basis for a claim that may adversely affect such rights.
- (30) **Ownership and Title to the Assets.** Agile is the owner of and has good and marketable title to all of the Agile Assets that it purports to own (whether real, personal, or mixed or whether tangible or intangible), and has legal and beneficial owners of the Agile Assets free and clear to the best of its knowledge of all Encumbrances whatsoever except for Permitted Encumbrances except as would not have a Material Adverse Effect.
- (31) **Leases.** The Corporation is not a party to, or under any agreement to become a party to, any lease or facilities use permit with respect to real property, other than the Leases. The Leases are in good standing, and, to the knowledge of the Corporation, create a good and valid right to use the Demised Premises thereby demised and is in full force and effect without amendment. With respect to the Leases, except as would not result in a Material Adverse Effect: (i) all rents and additional rents have been paid, (ii) no waiver, indulgence or postponement of the lessee's obligations has been granted by the lessor, (iii) there exists no event of default or event, occurrence, condition or act which, with the giving of notice, the lapse of time or the happening of any other event or condition, would become a default under the Leases, and (iv) all of the covenants to be performed by any party (other than the Corporation) under the Leases have been fully performed. The Demised Premises are adequate and suitable for the purposes for which they are presently being used and the Corporation has adequate rights of ingress and egress into the Demised Premises for the operation of the Business in the Ordinary Course. A true and complete copy of each of the Leases has been delivered to the Purchaser.
- (32) **Material Contracts.** Except for the Material Contracts, the Leases and the insurance policies provided to the Purchaser, there are no material documents and Contracts currently in effect under and by virtue of which Agile is entitled to the Agile Assets or which otherwise related to or affect the interest of Agile in the Agile Assets.
- (33) **No Breach of Contracts.** To the knowledge of the Corporation:
- (i) the Corporation has not received notice or advice alleging it is in default of any Material Contract. Each of the Material Contracts is in full force and effect, unamended, and there exists no default or event of default or event, occurrence, condition or act (including the purchase of the Agile Shares and other securities of Agile to be acquired under this Agreement) which, with the giving of notice, the lapse of time or the happening of any other event or condition, would become a default or event of default under any Material Contract; and
 - (ii) the Corporation has not violated or breached, in any material respect, any of the terms or conditions of any Contract, nor any contract previously entered into by any Affiliate, except for certain failures to perform which, would not have a Material Adverse Effect. The Corporation has

not received notice of any such breach, and, to the knowledge of the Corporation, all the covenants to be performed by any other party to such Contract have been fully performed, in all material respects.

Intellectual Property and Healthcare Data Privacy and Security

- (34) **Intellectual Property.** The Corporation owns all right, title and interest in and to, or have validly licensed (and are not in breach of such licenses) all material Intellectual Property Rights. All such Intellectual Property Rights that are owned by or licensed to the Corporation are sufficient, in all material respects, for conducting the business of the Corporation. All Intellectual Property Rights owned or leased by the Corporation are valid and enforceable, and to the knowledge of the Corporation, the carrying on of the business of the Corporation and the use by the Corporation of any of the Intellectual Property Rights or Technology (as defined below) owned by or licensed by it does not breach, violate, infringe or interfere with any rights of any other Person. To the knowledge of the Corporation, no third party is infringing upon the Intellectual Property Rights owned or licensed by the Corporation. All computer hardware and associated firmware and operating systems, application software, database engines and processed data, technology infrastructure and other computer systems used in connection with the conduct of the business of the Corporation (collectively, the “**Technology**”) are sufficient, in all material respects, for conducting the business, as presently conducted, of the Corporation and the Corporation owns or has validly licensed or leased (and are not in breach of such licenses or leases) such Technology.

Other Matters

- (35) **Insurance.** Policies of insurance are in force as of the date hereof naming Agile as an insured that adequately cover all risks as are customarily covered in the industry in which Agile operates. The Agile Assets are insured in such amounts and against such risks adequately cover all risks as are customarily covered by companies in the industry in which Agile operates. The Corporation is not in default with respect to any of the provisions contained in the insurance policies, the payment of any premiums under any insurance policy and has not failed to give any notice or to present any claim under any insurance policy in a due and timely fashion. There has not been any Material Adverse Change in the relationship of the Corporation with any insurers, the availability of coverage, or in the premiums payable pursuant to the policies. The Corporation maintains all insurance coverage as may be required by any Material Contract.
- (36) **Environmental Matters.**
- (i) the Corporation and the Business have been and are, operated in compliance with all applicable material Environmental Laws;
 - (ii) the Corporation has provided or made available to the Purchaser true and complete copies of all environmental audits, evaluations, assessments, studies or tests relating to the Corporation, the Business and the Agile Assets of the Business that, to its knowledge, exist;
 - (iii) there is no Environmental Law Claim pending or, to the knowledge of the Corporation threatened against the Corporation;
 - (iv) the Corporation has not released any hazardous substance at, on or near the Demised Premises as a result of the conduct of the Business or otherwise in any manner that will give rise to a material liability if such release is not permitted by Environmental Law;
 - (v) the current and past operations of the Corporation has been and are in material compliance with all Environmental Laws, and to the knowledge of the Corporation there are no facts that could give rise to a notice of non-compliance by the Corporation with any Environmental Law, except for, in respect of all of the above, such non-compliance as would not individually or in the aggregate be reasonably likely to result in or give rise to any material Liability to the Corporation or materially impair the operations of the Business; and

- (vi) the Corporation has not been convicted of an offence or been subject to any Legal Proceeding or been subject to any order or other sanction requiring investigation or remediation of any real property or been fined or otherwise sentenced for non-compliance with any Environmental Laws, and has not settled any prosecution or other proceeding in relation to any alleged non-compliance with any Environmental Laws short of conviction in connection therewith.

Employment Matters

- (37) **Employees.** All amounts due or accrued for all salary, wages, bonuses, commissions, vacation pay, and other Employee benefits in respect of any Employee, director, independent contractor, consultant and agent of Agile that are attributable to the period before the Closing Date will be paid at or prior to the Closing Time in the Ordinary Course and consistent with past practice and are or shall be accurately reflected in the Books and Records of Agile.
- (38) **Compliance with Employment Laws.** The Business has been and is being operated in compliance, in all material respects, with Applicable Laws relating to employment, including employment standards, occupational health and safety, human rights, labour relations, workers compensation, pay equity and employment equity and none of Agile has received notice of any outstanding assessments, penalties, fines, liens, charges, surcharges, or other amounts due or owing pursuant to any workers' compensation legislation and Agile has not been reassessed in any material respect under such legislation.
- (39) **Employee Plans.** The Corporation currently does not have any benefit plans for Employees, other than the Agile Stock Option Plan.

Tax Matters

- (40) **Taxes.**
 - (i) The Corporation has duly and timely filed all Tax Returns required to be filed with the appropriate Government Authority, and all such Tax Returns are correct and complete in all material respects and reflect accurately all liability for Taxes of the Corporation for the periods covered thereby.
 - (ii) The Corporation has paid all Taxes which are due and payable (including all instalments on account of Taxes) within the time required by Applicable Law, and have paid all assessments and reassessments they have received in respect of Taxes. The Corporation has made full and adequate provision in the Books and Records and the financial statements of the Corporation for all Taxes of the Corporation for the periods covered by such financial statements that have not been paid whether or not shown as being due on any Tax Returns. Since the publication date for such financial statements, no material liability in respect of Taxes not reflected in such financial statements or otherwise provided for has been assessed, proposed to be assessed, incurred or accrued, other than in the Ordinary Course. The Corporation has not received any refund of Taxes to which it was not entitled.
 - (iii) The Corporation has withheld and collected all amounts required by Applicable Law to be withheld or collected by them on account of Taxes and have remitted all such amounts to the appropriate Government Authority within the time prescribed under any Applicable Law.
 - (iv) There are no claims, actions, suits, audits, proceedings, investigations or other actions pending, or to the knowledge of the Corporation threatened, against the Corporation in respect of Taxes and, to the knowledge of the Corporation, there is no reason to expect that any such claim, action, suit, audit, proceeding, investigation or other action may be asserted against the Corporation by a Government Authority. The Corporation is not negotiating any final or draft assessment or reassessment in respect of Taxes with any Government Authority and the Corporation has not received any indication from any Government Authority that an assessment or reassessment is proposed or may be proposed in respect of any Taxes. There are no facts of which the Corporation

is aware which would constitute grounds for the assessment or reassessment of Taxes payable by the Corporation.

- (v) There are no outstanding agreements, arrangements, waivers or objections extending the statutory period or providing for an extension of time with respect to the assessment or reassessment of Taxes or the filing of any Tax Return by, or any payment of Taxes by, the Corporation.
- (vi) To the knowledge of the Corporation, there are no liens for Taxes upon any property or asset of the Corporation (whether owned or leased), except liens for current Taxes not yet due.
- (vii) The Corporation is not subject to any liability for Taxes of any other Person. The Corporation is not subject to any joint venture, partnership or other arrangement or contract that is treated as a partnership for income tax purposes in any jurisdiction. The Corporation is not a party to any agreement, understanding, or arrangement relating to allocating or sharing any amount of Taxes.
- (viii) The Corporation is a “taxable Canadian corporation” for the purposes of the ITA.
- (ix) No claim has ever been made by a Government Authority in respect of Taxes in a jurisdiction where the Corporation does not file Tax Returns that the Corporation is or may be subject to Tax by that jurisdiction.

Other Matters

- (41) **Indebtedness to Agile Securityholders.** Except as disclosed in the Agile Financial Statements, and except for the payment of salaries and other compensation payable in the Ordinary Course and reimbursement for out-of-pocket expenses in the Ordinary Course, the Corporation is not indebted to the Agile Securityholders (or any Affiliates or associates thereof), or any of their directors, officers or Employees (or any Affiliate or associate thereof).
- (42) **Disclosure Information.** All information in the Agile Disclosure Information, shall, as of the date of the applicable document for which such information is provided, be true, complete and accurate in all material respects and shall not contain any misrepresentation and shall contain all information in respect of the Corporation required by Applicable Securities Laws to be included in the Non-Offering Prospectus and any CSE Listing Documents.

Section 3.2 Representations of Stowe One and Stowe One Subco

Each of Stowe One and Stowe One Subco represents and warrants as follows to Agile and acknowledges and confirms that Agile is relying on such representations and warranties in connection with the Transactions contemplated by this Agreement, which representations and warranties are made as of the date of this Agreement and as of the Closing Date.

Corporate Matters

- (1) **Incorporation and Qualification.** Each of the Stowe One and Stowe One Subco is a corporation duly incorporated and existing under the statutes of their applicable jurisdiction of incorporation, and each of Stowe One and Stowe One Subco has the corporate power to own and operate their respective assets, carry on their respective business, and has the corporate power to enter into and perform its obligations under this Agreement, and Stowe One and Stowe One Subco are both current and up to date with all corporate filings required to be made by it in each applicable jurisdiction.

- (2) **Validity and Enforceability of the Agreement.**
- (i) Each of Stowe One and Stowe One Subco has full corporate power, capacity and authority to undertake all steps of the Transaction contemplated in this Agreement, and to carry out its obligations under this Agreement.
 - (ii) The transactions under this Agreement do not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition) result in a breach or a violation of, or conflict with, or allow any other Person to exercise any rights under, any of the terms or provisions of the Governing Documents of Stowe One or Stowe One Subco, or any contracts or instruments to which Stowe One or Stowe One Subco is a party.
 - (iii) The transactions under this Agreement do not and will not result in a breach of, or cause the termination or revocation of, any Authorization held by Stowe One or Stowe One Subco.
 - (iv) The transactions under this Agreement do not and will not result in the violation of any Applicable Law or judgment, decree, order, or award of any Government Authority applicable to Stowe One or Stowe One Subco.
- (3) **Execution and Binding Obligation.** This Agreement has been duly executed and delivered by Stowe One and Stowe One Subco, as applicable, and constitute legal, valid and binding obligations of Stowe One and Stowe One Subco, as applicable, enforceable against Stowe One and Stowe One Subco in accordance with their respective terms subject only to any limitation under Applicable Laws relating to: (i) bankruptcy, winding-up insolvency, arrangement and other laws of general application affecting the enforcement of creditors' rights, and (ii) the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction.
- (4) **Authorized and Issued Capital.**
- (i) The authorized capital of Stowe One consists of an unlimited number of common shares without nominal or par value and an unlimited number of non-voting preferred shares without nominal or par value, issuable in series, of which 7,214,607 Stowe One Shares are issued and outstanding as fully paid and non-assessable as of the date of this Agreement.
 - (ii) The authorized capital of Stowe One Subco consists of an unlimited number of common shares without par value, of which 10 common shares are issued and outstanding as fully paid and non-assessable as of the date of this Agreement.
- (5) **Agreements to Acquire Securities.** As of the date hereof, neither Stowe One nor Stowe One Subco is a party to and/or has granted any agreement, warrant, option or right or privilege capable of becoming an agreement (whether by Applicable Law, pre-emptive or contractual), for the purchase, subscription or issuance of any shares or securities convertible into or exchangeable for shares.
- (6) **Subsidiaries.** Other than Stowe One Subco, Stowe One holds no shares or other ownership, equity or proprietary interests in any other Person, including any joint venture.
- (7) **Related Party Transactions.** Apart from an agreement with, and transactions with Anacott Resources Ltd., Stowe One is not a party to or bound by any agreement with, is not indebted to, and no amount is owing to Stowe One by, any officers, former officers, directors, former directors, shareholders, former shareholders, employees or former employees of Stowe One or any Persons not dealing at arm's length with any of the foregoing. Since the most recent date of the Stowe One Financial Statements, Stowe One has not made or authorized any payments to any officers, former officers, directors, former directors, shareholders, former shareholders, employees or former employees of Stowe One or to any Persons not dealing at arm's length with any of the foregoing.

- (8) **Issuable Stowe One Shares.** The Stowe One Shares to be issued to the Agile Securityholders pursuant to this Agreement shall, upon issuance, be duly and validly issued as full paid and non-assessable shares in the capital of Stowe One in compliance with Applicable Laws.
- (9) **Issuable Warrants and Options.** The Resulting Issuer Shares issuable upon the exercise of Agile Warrants and the Agile Options, as applicable, will be duly and validly authorized, allotted and reserved for issuance and, upon exercise or deemed exercise of such Agile Warrants and Agile Options, as applicable, in accordance with their terms, and, upon receipt by the Resulting Issuer of the consideration therefor, such Resulting Issuer Shares will be issued as fully paid and non-assessable in compliance with Applicable Laws.
- (10) **Ownership of Stowe One Subco.** Stowe One is the registered and beneficial owner of all of the issued and outstanding common shares of Stowe One Subco and neither Stowe One nor Stowe One Subco is a party to or has granted any agreement, warrant, option or right or privilege capable of becoming an agreement, for the purchase, subscription or issuance of any securities of Stowe One Subco or securities convertible into or exchangeable for any securities of Stowe One Subco.
- (11) **Reporting Issuer Status.** Stowe One is a reporting issuer, or the equivalent thereof, under the Applicable Securities Laws of the Reporting Jurisdictions and is not currently in default of any requirement of the Applicable Laws and Applicable Securities Laws each of the Reporting Jurisdictions and other regulatory instruments of the Securities Authorities in such provinces.
- (12) **Order Suspending Trading.** Other than in connection with the Transaction contemplated by this Agreement, there is no order ceasing or suspending trading in any securities of Stowe One currently outstanding and to the knowledge of Stowe One, no proceedings for such purpose are pending or threatened by any Securities Authority.
- (13) **Corporate Records.** The Books and Records of Stowe One and Stowe One Subco are complete and accurate and all corporate proceedings and actions reflected in such Books and Records have been conducted or taken in compliance with all Applicable Laws and with the Governing Documents of Stowe One or Stowe One Subco, as applicable. Without limiting the generality of the foregoing: (i) the minute books contain complete and accurate minutes of all meetings of the directors and shareholders held since incorporation and all such meetings were properly called and held; (ii) the minute books contain all resolutions passed by the directors and shareholders (and committees, if any) and all such resolutions were properly passed; (iii) the share certificate books, register of shareholders and register of transfers are complete and accurate, all transfers have been properly completed and approved and any tax payable in connection with the transfer of any securities has been paid; and (iv) the registers of directors and officers are complete and accurate and all former and present directors and officers were properly elected or appointed, as the case may be.
- (14) **Voting.** Stowe One is not a party to any agreement nor is Stowe One aware of any agreement which in any manner affects the voting control of any of the Stowe One Shares or other securities of Stowe One.
- (15) **Shareholders Agreements.** There are no shareholders' agreements, pooling agreements, voting trusts or other similar agreements with respect to the ownership or voting of any of the Stowe One Shares.
- (16) **Filings.** All filings and fees required to be made by Stowe One and Stowe One Subco pursuant to Applicable Laws have been made and paid and such filings were true and accurate as at the respective dates thereof and Stowe One has not filed any confidential material change reports.
- (17) **Options, etc.** Other than pursuant to the terms of this Agreement, Stowe One or Stowe One Subco is not party to and has not granted any agreement, warrant, option or right or privilege capable of becoming an agreement, for the purchase, subscription or issuance of any Stowe One Shares or securities convertible into or exchangeable for Stowe One Shares.

- (18) **Authorization for Stowe One Business.** Each of Stowe One and Stowe One Subco has all requisite corporate capacity, power and authority, and possesses all Authorizations issued by the appropriate Government Authority necessary to conduct the business as now conducted by it and which it shall conduct and to own its assets and is in compliance in all material respects with such Authorizations and has not received any notice of Legal Proceedings relating to the revocation or modification of any such Authorization which, singly or in the aggregate, if the subject of an unfavourable decision, order, finding or ruling, would materially and adversely affect the conduct of the business, operations, financial condition, income or future prospects of Stowe One and Stowe One Subco, taken as a whole.
- (19) **Required Approvals.** The entering into and the performance by Stowe One and Stowe One Subco of the Transactions contemplated herein and in the Non-Offering Prospectus and any CSE Listing Documents:
- (i) does not require any Regulatory Approval, except that which may be required by the Exchange and under Applicable Securities Laws;
 - (ii) will not contravene any statute or regulation of any Government Authority which is binding on Stowe One or Stowe One Subco, where such contravention would materially and adversely affect the business, operations, capital or condition (financial or otherwise) of Stowe One and Stowe One Subco, taken as a whole; and
 - (iii) will not result in the breach of, or be in conflict with, or constitute a default under, or create a state of facts which, after notice or lapse of time, or both, would constitute a default under any term or provision of the Governing Documents or resolutions of Stowe One or Stowe One Subco or any Debt Instrument, mortgage, note, indenture, contract or agreement, instrument, lease or other document to which Stowe One is a party, or any judgment, decree or order or any term or provision thereof, which breach, conflict or default would materially and adversely affect the business, operations, capital or condition (financial or otherwise) of Stowe One and Stowe One Subco, taken as a whole.
- (20) **Business Restrictions.** Neither Stowe One nor Stowe One Subco is a party to or bound or affected by any commitment, agreement or document containing any covenant which expressly limits the freedom of Stowe One or Stowe One Subco to compete in any line of business, or to transfer or move any of its assets or operations or which materially or adversely affects the business practices, operations or condition of Stowe One and Stowe One Subco taken as a whole or which would prohibit or restrict Stowe One or Stowe One Subco from entering into and completing the Transaction.

Financial Matters

- (21) **Dividends and Distributions.** Since the date of its incorporation or formation, as applicable Stowe One has not, directly or indirectly, declared or paid any dividend or declared or made any other distribution on any of its shares or securities of any class, or, directly or indirectly, redeemed, purchased or otherwise acquired any of its shares or securities or agreed to do any of the foregoing.
- (22) **Distribution Restrictions.** There is not, in its Governing Documents or in any agreement, mortgage, note, debenture, indenture or other instrument or document to which Stowe One is a party, any restriction upon or impediment to the declaration or payment of dividends by the directors of Stowe One or the payment of dividends by Stowe One to the holders of their respective securities.
- (23) **Financial Statements.** The Stowe One Financial Statements, including the notes thereto, have been prepared in accordance with GAAP, applied on a basis consistent with past practices, and present fairly, in all material respects:
- (i) the assets, liabilities, (whether accrued, absolute, contingent or otherwise) and financial position of Stowe One as at the dates thereof;

- (ii) the income and expenses of Stowe One during the periods covered by the Stowe One Financial Statements; and
 - (iii) do not omit to state any material fact that is required by GAAP or by Applicable Laws to be stated or reflected therein or which is necessary to make the statements contained therein not misleading.
- (24) **Bankruptcy.** Neither Stowe One or Stowe One Subco has made any assignment in favour of its creditors or a proposal in bankruptcy to its creditors or any class thereof, and no petition for a receiving order has been presented in respect of it. Stowe One and Stowe One Subco have not initiated proceedings with respect to a compromise or arrangement with their respective creditors, or for winding-up, liquidation or dissolution. No receiver or interim receiver has been appointed in respect of Stowe One, Stowe One Subco or their respective assets and no execution or distress has been levied on any of such assets, nor have proceedings been commenced in respect of any of the foregoing. Stowe One and Stowe One Subco have not incurred any liability or not exceeded any assets necessary for the operation of their respective business as a result of the dissolution or bankruptcy of any corporation that was controlled by Stowe One at any time.
- (25) **Absence of Changes.** Since the most recent date of the Stowe One Financial Statements there has not been:
- (i) any change in the condition or the operation of the business, assets or financial affairs of the Purchaser, apart from the impact of routine administrative costs and the costs of entering into this transaction; or
 - (ii) any damage, destruction or loss, labour unrest or other event, development or condition, of any character (whether or not covered by insurance) which is not generally known or which has not been disclosed to the Corporation, which may have a Material Adverse Effect on the properties or assets of Stowe One.
- (26) **No Liabilities Resulting in Encumbrances.** There is no indebtedness or Liability of Stowe One or Stowe One Subco to any Person which might, by operation of law or otherwise, now or hereafter constitute or be capable of resulting in or forming an Encumbrance, except a Permitted Encumbrance, upon any of the assets of Stowe One.
- (27) **Auditors.** There has never been a reportable disagreement (within the meaning of National Instrument 51-102 – *Continuous Disclosure Obligations*) with the present auditors of Stowe One.
- (28) **Legal Proceedings.** There are no Legal Proceedings pending or, to the knowledge of Stowe One, contemplated or threatened, to which Stowe One or Stowe One Subco is a party or to which their respective assets are or may become subject. Neither Stowe One nor Stowe One Subco is subject to any judgment, Order or decree entered in any lawsuit or proceeding, nor has Stowe One or Stowe One Subco settled any claim prior to being prosecuted in respect of it. Neither Stowe One nor Stowe One Subco is a plaintiff or complainant in any Legal Proceedings.
- (29) **Liabilities.** There are no material liabilities of Stowe One or Stowe One Subco whether direct, indirect, absolute, contingent or otherwise, which are not disclosed or reflected in the Stowe One Financial Statements, except those incurred in the ordinary course of business or pursuant to the Transaction.
- (30) **Finders Fees.** There is no person, firm or corporation acting or purporting to act at the request of Stowe One who is entitled to any brokerage or finder's fee in connection with the transaction described herein.
- (31) **Indebtedness.** Neither Stowe One nor Stowe One Subco is a party to any Debt Instrument nor any agreement, contract or commitment to create, assume or issue any Debt Instrument.
- (32) **Non-Arm's Length Debt.** Apart from amounts owed to Anacott Resources Ltd., Stowe One does not have any loan or other indebtedness outstanding which has been made to any of its shareholders, officers,

directors or employees, past or present, or any person not dealing at “arm’s length” (as such term is defined in the ITA).

General Matters Relating to the Business

- (33) **Restrictions.** Neither Stowe One nor Stowe One Subco is a party to or bound by any agreement which would restrict or limit its right to carry on any business or activity or to solicit business from any Persons or in any geographical area or otherwise to conduct its business as Stowe One may determine. Neither Stowe One nor Stowe One Subco is subject to any legislation or any judgment, order or requirement of any court or Government Authority which is not of general application to Persons carrying on a business similar to the Business. Neither Stowe One nor Stowe One Subco is a party to or bound or affected by any commitment, agreement or document containing any covenant which expressly limits the freedom of such entity to compete in any line of business, or to transfer or move any of its assets or operations, or which materially or adversely affects the Business practices, operations or condition of Stowe One Subco.
- (34) **No Business; Assets.** Other than as disclosed in the Stowe One Financial Statements, Stowe One does not hold, possess or have any undertaking, property or assets of any material value. Without limiting the foregoing, Stowe One does not own, lease, or otherwise have an interest in any real property.
- (35) **No Material Adverse Change.** Since the most recent date of the Stowe One Financial Statements, there has not been any Material Adverse Change in the affairs, operations or condition of the Purchaser, its assets or its properties and no event has occurred or circumstance exists which may result in such a Material Adverse Change.
- (36) **Compliance with Applicable Laws.** To the knowledge of Stowe One, Stowe One has, at all times, conducted its operations in compliance with all Applicable Laws other than acts of non-compliance which, in the aggregate, are not material, and the Purchaser has not received notice that it has not operated in compliance with Applicable Laws.
- (37) **Material Contracts.** There are no material contracts or agreements to which Stowe One is a party, or by which it is bound.
- (38) **No Breach of Contracts.** To the knowledge of Stowe One, Stowe One has performed all of the obligations required to be performed by it and is entitled to all benefits under, and Stowe One has not received notice or advice alleging it to be in default of any contract.

Employment Matters

- (39) **Employees.** All amounts due or accrued for all salary, wages, bonuses, commissions, vacation pay, and other Employee benefits in respect of any Employee, director, independent contractor, consultant and agent of Stowe One or Stowe One Subco that are attributable to the period before the Closing Date, but, for greater certainty, excluding any amounts payable to Anacott Resources Ltd., will be paid at or prior to the Closing Time in the Ordinary Course and consistent with past practice and are or shall be accurately reflected in the Books and Records of Stowe One and Stowe One Subco.
- (40) **Compliance with Employment Laws.** The business of Stowe One has been and is being operated in compliance, in all material respects, with Applicable Laws relating to employment, including employment standards, occupational health and safety, human rights, labour relations, workers compensation, pay equity and employment equity and none of Stowe One or Stowe One Subco have received notice of any outstanding assessments, penalties, fines, liens, charges, surcharges, or other amounts due or owing pursuant to any workers’ compensation legislation and Stowe One has not been reassessed in any material respect under such legislation.
- (41) **Employee Plans.** Stowe One and Stowe One Subco currently do not have any benefit plans for Employees.

Taxes and Other Matters

(42) Taxes.

- (i) Stowe One and Stowe One Subco have duly and timely filed all Tax Returns required to be filed with the appropriate Government Authority and all such Tax Returns are correct and complete in all material respects and reflect accurately all liability for Taxes of Stowe One and Stowe One Subco for the periods covered thereby.
- (ii) Stowe One and Stowe One Subco have paid all Taxes which are due and payable (including all instalments on account of Taxes) within the time required by Applicable Law, and have paid all assessments and reassessments they have received in respect of Taxes. Stowe One has made full and adequate provision in the Books and Records of Stowe One and the financial statements of Stowe One for all Taxes of Stowe One and Stowe One Subco for the periods covered by such financial statements that have not been paid whether or not shown as being due on any Tax Returns. Since the publication date for such financial statements, no material liability in respect of Taxes not reflected in such financial statements or otherwise provided for has been assessed, proposed to be assessed, incurred or accrued, other than in the Ordinary Course. Neither Stowe One nor Stowe One Subco has received any refund of Taxes to which it was not entitled.
- (iii) Stowe One and Stowe One Subco have withheld and collected all amounts required by Applicable Law to be withheld or collected by them on account of Taxes and have remitted all such amounts to the appropriate Government Authority within the time prescribed under any Applicable Law.
- (iv) Except for the Stowe One GST Audit, there are no claims, actions, suits, audits, proceedings, investigations or other actions pending, or to the knowledge of the Purchaser threatened, against Stowe One or Stowe One Subco in respect of Taxes and, to the knowledge of the Purchaser, there is no reason to expect that any such claim, action, suit, audit, proceeding, investigation or other action may be asserted against the Stowe One or Stowe One Subco by a Government Authority. Except for the Stowe One GST Audit, neither Stowe One nor Stowe One Subco is negotiating any final or draft assessment or reassessment in respect of Taxes with any Government Authority and neither Stowe One nor Stowe One Subco has received any indication from any Government Authority that an assessment or reassessment is proposed or may be proposed in respect of any Taxes. Except for the Stowe One GST Audit, there are no facts of which Stowe One is aware which would constitute grounds for the assessment or reassessment of Taxes payable by Stowe One or Stowe One Subco.
- (v) There are no outstanding agreements, arrangements, waivers or objections extending the statutory period or providing for an extension of time with respect to the assessment or reassessment of Taxes or the filing of any Tax Return by, or any payment of Taxes by, the Stowe One or Stowe One Subco.
- (vi) To the knowledge of Stowe One, there are no liens for Taxes upon any property or asset of Stowe One or Stowe One Subco (whether owned or leased), except liens for current Taxes not yet due.
- (vii) Neither Stowe One nor Stowe One Subco is subject to any liability for Taxes of any other Person. Neither Stowe One nor Stowe One Subco is subject to any joint venture, partnership or other arrangement or contract that is treated as a partnership for income tax purposes in any jurisdiction. Neither Stowe One nor Stowe One Subco is a party to any agreement, understanding, or arrangement relating to allocating or sharing any amount of Taxes.
- (viii) The Purchaser is a “taxable Canadian corporation” for the purposes of the ITA.

- (ix) No claim has ever been made by a Government Authority in respect of Taxes in a jurisdiction where Stowe One or Stowe One Subco do not file Tax Returns that the Stowe One or Stowe One Subco is or may be subject to Tax by that jurisdiction.
- (43) **Working Capital.** The Working Capital of the Purchaser as of September 30, 2018, not less than a deficit of \$93,173.
- (44) **No Withholding Taxes.** There are no withholding or other Taxes pursuant to any Applicable Laws that prevent, restrict or affect the delivery of the Resulting Issuer Shares in accordance with this Agreement.
- (45) **Change of Control Payments.** Neither of the Stowe One Parties is a party to any written management contract or employment agreement, including without limitation, any contract which provides for the payment of severance in lieu of notice upon termination thereof or for a right of payment in the event of a change in control of either of the Stowe One Parties.

Other Matters

- (46) **Indebtedness to Stowe One securityholders.** Except as disclosed in the Stowe One Financial Statements, and except for the payment of salaries and other compensation payable in the Ordinary Course and reimbursement for out-of-pocket expenses in the Ordinary Course, including, without limitation, amounts owed to Anacott Resources Ltd., neither the Stowe One or Stowe One Subco is indebted to any securityholder of Stowe One (or any Affiliates or associates thereof), or any of their directors, officers or Employees (or any Affiliate or associate thereof).
- (47) **Accurate Disclosure.** No representation, warranty or statement of Stowe One in this Agreement or the Non-Offering Prospectus and any CSE Listing Documents (solely as it applies to information pertaining to Stowe One) contains or will contain at the Closing Time any untrue statement of a material fact or omits or will omit to state any material fact necessary to make the statements contained herein or therein, in light of the circumstances under which made, not misleading.

**ARTICLE 4
PRE-CLOSING COVENANTS**

Section 4.1 Conduct of Business Prior to Closing – Agile

- (1) **Negative Covenants.** Other than as contemplated or permitted by this Agreement, and without derogating from the covenant of the Corporation in Section 6.1(1)(ii), Agile will not:
 - (i) sell, transfer or otherwise dispose of any of the Agile Assets except for: (A) Agile Assets which individually or in the aggregate do not exceed \$20,000, or (B) inventory sold in the Ordinary Course;
 - (ii) make any capital expenditure or commitment therefor which individually or in the aggregate exceeds \$10,000;
 - (iii) cancel or waive any material Claims or rights;
 - (iv) enter into any compromise or settlement of any Legal Proceeding or governmental investigation relating to the Agile Assets, the Business or the Corporation;
 - (v) cancel or reduce any of its insurance coverage;
 - (vi) declare or pay any dividend; or
 - (vii) agree, whether or not in writing, to do any of the foregoing.

- (2) **Affirmative Covenants.** Without derogating from the obligation of Agile in Section 6.1(1)(ii), the Corporation will:
- (i) comply with all Authorizations and contractual obligations under the Material Contracts except as would not have a Material Adverse Effect;
 - (ii) maintain all Books and Records in the usual, regular and ordinary manner;
 - (iii) use reasonable commercial efforts to preserve intact the current business organization of the Corporation, keep available the services of the present Employees and agents of the Corporation, except those who voluntarily terminate their employment or services, and maintain good relations with, and the goodwill of, the suppliers, customers, landlords, creditors, distributors and all other Persons having business relationships with the Corporation;
 - (iv) take all such actions as is within its power to control and to use its reasonable commercial efforts to cause other actions to be taken which are not within its power to control, so as to ensure compliance with all of the conditions set forth in Section 6.1 and Section 6.3 including, using reasonable commercial efforts ensuring that during the period from the date of this Agreement to Closing and at Closing, there is no breach of any of their representations and warranties in Section 3.1; and
 - (v) using reasonable commercial efforts, conduct the Business in such a manner that on the Closing Date, the representations and warranties contained in this Agreement shall be true, correct and complete as if such representations and warranties were made on and as of such date.

Section 4.2 Conduct of Business Prior to Closing - Stowe One

- (1) **Ordinary Course.** During the period from the date of execution of this Agreement to the Closing Date, Stowe One will conduct its operations in the Ordinary Course.
- (2) **Negative Covenants.** Other than as may contemplated or permitted by this Agreement and without limiting the generality of Section 4.2(1) and without derogating from the obligation of the Purchaser in Section 6.2(1)(ii), the Purchaser and Stowe One Subco will not:
- (i) amend its Governing Documents, other than in connection with the Stowe One Name Change or Consolidation;
 - (ii) sell, transfer or otherwise dispose of any of its property or assets;
 - (iii) acquire (by merger, amalgamation, consolidation or acquisition of shares or assets) any corporation, partnership or other business organization or division thereof, or make any investment either by purchase of shares or securities, contributions of capital or property transfer;
 - (iv) acquire any material assets;
 - (v) incur any indebtedness for borrowed money, other than pursuant to existing facilities, or any other material liability or obligation or issue any debt securities or assume, guarantee, endorse or otherwise as an accommodation become responsible for the obligations of any other individual or entity, or make any loans or advances, other than the Personnel Obligations and fees payable to legal and accounting advisors in the Ordinary Course and reasonable fees payable to legal, accounting, engineering and financial advisors in connection with the Transaction and matters contemplated by this Agreement;
 - (vi) authorize, recommend or propose any release or relinquishment of any material contractual right;

- (vii) enter into any agreements with its directors or officers or their respective associates;
 - (viii) authorize or propose any of the foregoing, or enter into or modify any contract, agreement, commitment or arrangement to do any of the foregoing;
 - (ix) make any capital expenditure or commitment;
 - (x) discharge any secured or unsecured obligation or liability;
 - (xi) make any bonus or profit sharing distribution or similar payment of any kind except as may be required by the terms of a Material Contract;
 - (xii) remove the auditor or any director or terminate any officer or other Employee;
 - (xiii) grant any general increase in the rate of wages, salaries, bonuses or other remuneration of any Employees;
 - (xiv) cancel or waive any material claims or rights;
 - (xv) enter into any compromise or settlement of any Legal Proceeding or governmental investigation relating to the assets or properties or assets of the Purchaser;
 - (xvi) cancel or reduce any of its insurance coverage;
 - (xvii) declare or pay any dividend;
 - (xviii) issue, grant, sell or pledge or agree to issue, grant, sell or pledge any shares, or securities convertible into or exchangeable or exercisable for, or otherwise evidencing a right to acquire shares;
 - (xix) create any new Personnel Obligations; or except for payment of the existing Personnel Obligations (from which Stowe One or Stowe One Subco, as applicable, shall make appropriate withholdings as required by applicable Tax Laws), grant to any officer or director an increase in compensation-per-hour in any form, grant any general salary increase, grant to any other employee any increase in compensation in any form other than routine increases in the ordinary course of business consistent with past practices, make any loan to any officer or director, or take any action with respect to the grant of any severance or termination pay arising from the Transaction or a change of control Stowe One or the entering into of any employment agreement with, any senior officer or director, or with respect to any increase of benefits payable under its current severance or termination pay policies;
 - (xx) adopt or amend or make any contribution to any bonus, profit sharing, option, deferred compensation, insurance, incentive compensation, other compensation or other similar plan, agreement, trust, fund or arrangements for the benefit of employees, except as is necessary to comply with Applicable Law or with respect to existing provisions of any such plans, programs, arrangements or agreements; or
 - (xxi) agree, whether or not in writing, to do any of the foregoing.
- (3) **Affirmative Covenants.** Without limiting the generality of Section 4.2(1) and without derogating from the obligation of the Purchaser in Section 6.2(1)(ii), the Purchaser and Stowe One Subco will:
- (i) comply with all Authorizations and contractual obligations except as would not have a Material Adverse Effect;

- (ii) maintain all Books and Records in the usual, regular and ordinary manner;
- (iii) ensure that the Transaction Expenses do not exceed \$110,000;
- (iv) ensure that the Working Capital is not less than a deficit of \$150,000 on the Closing Date;
- (v) using reasonable commercial efforts, conduct its operations in such a manner that on the Closing Date, the representations and warranties contained in this Agreement shall be true, correct and complete as if such representations and warranties were made on and as of such date;
- (vi) take all such actions as are within their respective power to control and to use their reasonable commercial efforts to cause other actions to be taken which are not within their power to control, so as to ensure compliance with all of the conditions set forth in Section 6.2 and Section 6.3 including ensuring that during the period from the date of this Agreement to Closing and at Closing, there is no breach of any of its representations and warranties Section 3.2; and
- (vii) otherwise periodically as requested report to the Corporation concerning the state of the operations of the Purchaser.

Section 4.3 Mutual Covenants Prior to Closing

- (1) Each of the Parties covenants that prior to Closing it shall not, directly or indirectly, do or permit to occur any of the following, except as otherwise contemplated herein:
 - (i) redeem, purchase or otherwise acquire any of its outstanding shares or other securities including, without limitation, under an issuer bid;
 - (ii) split, combine or reclassify any of its shares, except for the Stowe One Share Consolidation;
 - (iii) reduce its stated capital; or
 - (iv) authorize or propose any of the foregoing, or enter into or modify any contract, agreement, commitment or arrangement to do any of the foregoing.

Section 4.4 Access to Information

- (1) **Provision for Access.** From the date hereof until the earlier of the Closing and the termination of this Agreement, subject to Applicable Law, each Party shall give the other Parties and its respective representatives (i) upon reasonable written notice, reasonable access during normal business hours to its and its Subsidiaries' (a) premises, (b) property and assets (including all books and records, whether retained internally or otherwise), (c) Contracts, leases and Authorizations, and (d) senior personnel, so long as the access does not unduly interfere with the Ordinary Course conduct of the business of the Party; and (ii) such financial and operating data or other information with respect to the assets or business of the Party as the other Party from time to time reasonably requests in order to permit Agile to be in a position to efficiently integrate the business and operations of Stowe One with those of Agile immediately upon but not before the Closing.
- (2) **Confidentiality.** Until the Closing and in the event of termination of this Agreement without Closing, each Party (the "**Receiving Party**") shall keep confidential any Confidential Information obtained from the other Party (the "**Disclosing Party**") or its respective agents and representatives, unless such Confidential Information: (i) is or becomes generally available to the public other than as a result of a disclosure in violation of this Agreement, (ii) becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party or its respective agents and representatives, unless the Receiving Party knows that such source is prohibited from disclosing the information to the Receiving Party by a contractual, fiduciary or other legal obligation to the Disclosing Party, or (iii) was known to the Receiving

Party on a non-confidential basis before its disclosure to the Receiving Party by the Disclosing Party or its respective agents and representatives. In the event the Receiving Party is required by Applicable Law or by any by-law, rule or policy of any stock exchange to disclose any confidential information, the Receiving Party will, to the extent not prohibited by Applicable Law or by any by-law, rule or policy of any stock exchange, provide the Disclosing Party with prompt notice of such requirements so that the Disclosing Party may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Section 4.4(2). Subject to the next sentence, if this Agreement is terminated, promptly after such termination the Receiving Party will return or cause to be returned or destroyed all documents, work papers and other material (whether in written, printed, electronic or computer printout form and including all copies) obtained from the Disclosing Party or its respective agents and representatives in connection with this Agreement and not previously made public. The Receiving Party may retain one copy of all such documents, work papers and other materials in a sealed envelope left with its solicitors, which sealed envelope is not to be opened except in circumstances where this Agreement or the transaction contemplated herein are the subject of litigation or otherwise with the consent of the Disclosing Party.

Section 4.5 Shareholder Meetings and Related Matters

- (1) **Agile Shareholder Meeting.** Prior to Closing, Agile shall have: (i) obtained a special resolution consented to in writing by all Agile Shareholders approving the Transaction and related matters; or (ii) called and held the Agile Shareholder Meeting and shall put forward to the Agile Shareholders resolutions approving the Transaction and related matters.
- (2) **Stowe One Subco Shareholder Meeting.** Prior to Closing, Stowe One Subco shall have obtained a special resolution consented to in writing by all its shareholders approving the Transaction and related matters.
- (3) **Approvals for Transaction.** Agile and Stowe One shall, as promptly as practicable after the execution of this Agreement, will: (i) make, or cause to be made, all such filings and submissions under all Applicable Laws, as may be required to consummate the Transaction in accordance with the terms of this Agreement, (ii) use all reasonable commercial efforts to obtain, or cause to be obtained, all Authorizations necessary or advisable to be obtained by it in order to consummate the Transaction, and (iii) use all reasonable efforts to take, or cause to be taken, all other actions necessary, proper or advisable in order for it to fulfil its obligations under this Agreement. Agile and Stowe One will coordinate and cooperate with one another in exchanging such information and supplying such assistance as may be reasonably requested by each in connection with the foregoing including, without limitation, providing each other with all notices and information supplied or filed with any Government Authority (except for notices and information which the Corporation or the Purchaser, in each case acting reasonably, considers highly confidential and sensitive which may be filed on a confidential basis), and all notices and correspondence received from any Government Authority.

Section 4.6 Required Consents

- (1) **Agile Consents.** Agile will use all reasonable commercial efforts to obtain, prior to Closing:
 - (i) consent for the change of control as required by any Lease or other Material Contract to which Agile or an Affiliate is a party; and
 - (ii) Shareholder approval of the Agile Shareholders: (i) at the Agile Shareholder Meeting; or (ii) by way of written unanimous special resolution, of the Transaction.

Section 4.7 News Releases and Required Disclosure

- (1) Stowe One shall with the assistance of Agile prepare and file on a timely basis, the Non-Offering Prospectus and any CSE Listing Documents, together with any other documents, as required by Applicable Laws in Canada (which shall be in form and content satisfactory to the CSE) and be prepared in accordance with the requirements of the CSE Policies and all other Applicable Laws in Canada and the Parties shall

use their reasonable commercial efforts to file the Non-Offering Prospectus and the CSE Listing Documents with the CSE within 15 Business Days of receipt by Stowe One of the Agile Disclosure Information.

(2) Agile covenants and agrees that, from the date of this Agreement until the Closing Date or termination of this Agreement, except with the prior written consent of Stowe One (such consent not to be unreasonably withheld or delayed), and except as otherwise expressly permitted or specifically contemplated by this Agreement or required by Applicable Laws, it will:

- (i) provide Stowe One with all Agile Disclosure Information, including, without limitation, the Agile Financial Statements, required for the Non-Offering Prospectus and any CSE Listing Documents in a timely manner and ensure that such information provided by it expressly for inclusion in the Non-Offering Prospectus and any CSE Listing Documents does not, at the time of public filing of same, contain any Misrepresentation;
- (ii) indemnify and save harmless Stowe One and its directors, officers, employees, advisors and agents from and against any and all liabilities, claims, demands, losses, costs, damages and expenses (excluding any loss of profits or consequential damages) to which Stowe One or its directors, officers, employees advisors and agents may be subject or which Stowe One or its directors, officers, employees, advisors or agents may suffer, whether under the provisions of any statute or otherwise, in any way caused by, or arising, directly or indirectly, from or in consequence of:
 - (i) any Misrepresentation contained solely in any Agile Disclosure Information included in the Non-Offering Prospectus and any CSE Listing Documents that was provided to Stowe One expressly for inclusion in the Non-Offering Prospectus or any CSE Listing Documents or any other document provided by Agile to Stowe One for purposes of filing with the CSE, other than in respect of information provided by or related to the Stowe One Parties;
 - (ii) any Misrepresentation contained in the Agile Circular other than in respect of Stowe One Circular Information; and
 - (iii) any order made or any inquiry, investigation or proceeding by any securities commission or other competent authority based upon any Misrepresentation in the Non-Offering Prospectus and any CSE Listing Documents solely with respect to Agile Disclosure Information, or in any material filed by or on behalf of Agile in compliance or intended compliance with Applicable Securities Laws or filed with the CSE;

except that Agile will not be liable in any such case to the extent that any such liabilities, claims, demands, losses, costs, damages and expenses arise out of any information contained in the Non-Offering Prospectus and any CSE Listing Documents, other than Agile Disclosure Information that was provided to Stowe One by Agile expressly for inclusion in the Non-Offering Prospectus and any CSE Listing Documents, or the negligence of Stowe One or the non-compliance by Stowe One with any requirement of Applicable Laws in connection with the transactions contemplated by this Agreement;

(3) Stowe One covenants and agrees that, from the date of this Agreement until the Closing Date or termination of this Agreement, except with the prior written consent of Agile (such consent not to be unreasonably withheld or delayed), and except as otherwise expressly permitted or specifically contemplated by this Agreement or required by Applicable Laws, it will:

- (i) provide Agile with all Stowe One Circular Information required for the Agile Circular in a timely manner and ensure that such information provided by it expressly for inclusion in the Agile Circular does not, at the time of the mailing of the Agile Circular, contain any Misrepresentation;

- (ii) subject to compliance by Agile with its obligations set forth in Section 4.7(2), as soon as practicable after the execution and delivery of this Agreement, prepare the Non-Offering Prospectus and any CSE Listing Documents and, subject to Section 4.7(2), as soon as practicable after the execution and delivery of this Agreement, Stowe One shall, unless otherwise agreed by Agile, cause the Non-Offering Prospectus and any CSE Listing Documents and other documentation required in connection with Transaction to be sent to the Securities Authorities and be filed as required by Applicable Laws;
- (iii) provide Agile and its legal counsel a reasonable opportunity to review and comment on drafts of the Non-Offering Prospectus and any CSE Listing Documents and other documents to be sent to the Securities Authorities in connection with the Transaction, and will give reasonable consideration to any comments made by Agile and its legal counsel, provided that all information included in the Non-Offering Prospectus and any CSE Listing Documents and any other documents to be sent to the Securities Authorities in connection with the Transaction relating to Agile will be in form and content satisfactory to Agile, acting reasonably;
- (iv) ensure that the Non-Offering Prospectus and any CSE Listing Documents (other than any Agile Disclosure Information that was provided to Stowe One by Agile expressly for inclusion therein) complies with Applicable Laws and, without limiting the generality of the foregoing, that the Non-Offering Prospectus and any CSE Listing Documents will not contain a Misrepresentation;
- (v) indemnify and save harmless Agile and its directors, officers, employees, advisors and agents from and against any and all liabilities, claims, demands, losses, costs, damages and expenses (excluding any loss of profits or consequential damages) to which Agile or its directors, officers, employees, advisors and agents may be subject or which Agile or its directors, officers, employees, advisors and agents may suffer, whether under the provisions of any statute or otherwise, in any way caused by, or arising, directly or indirectly, from or in consequence of:
 - (i) any Misrepresentation in the Non-Offering Prospectus and any CSE Listing Documents other than in respect of Agile Disclosure Information contained therein or in any material filed by Stowe One, other than in respect of information provided by or related to Agile, in connection with the transactions contemplated by this Agreement in compliance or intended compliance with any Applicable Laws;
 - (ii) any Misrepresentation contained solely in any Stowe One Circular Information included in the Agile Circular that was provided to Agile expressly for inclusion in the Agile Circular; and
 - (iii) any order made or any inquiry, investigation or proceeding by any securities commission or other competent authority based upon any Misrepresentation in the Non-Offering Prospectus and any CSE Listing Documents other than in respect of Agile Disclosure Information or in any material filed by or on behalf of Stowe One in compliance or intended compliance with Applicable Securities Laws;except that Stowe One will not be liable in any such case to the extent that any such Liabilities, claims, demands, Losses, costs, damages and expenses arise out of any Agile Disclosure Information included in the Non-Offering Prospectus and any CSE Listing Documents that was provided to Stowe One expressly for inclusion in the Non-Offering Prospectus and any CSE Listing Documents, or the negligence of either of Agile or the non-compliance by Agile with any requirement of Applicable Laws in connection with the transactions contemplated by this Agreement; and
- (vi) promptly inform Agile of any requests or comments made by Securities Authorities in connection with the Non-Offering Prospectus and any CSE Listing Documents; and each of the Parties will cooperate with the other and will diligently do all such acts and things as may be necessary in the manner contemplated in the context of the preparation of the Non-Offering Prospectus and any

CSE Listing Documents and use its reasonable commercial efforts to resolve all requests or comments made by Securities Authorities with respect to the Non-Offering Prospectus and any CSE Listing Documents and any other required filings under Applicable Laws as promptly as practicable after receipt thereof.

Section 4.8 Exclusive Dealing

Except as provided by this Agreement, each Party agrees that, as and from the date hereof through the earlier of: (i) the Closing Date; and (ii) the termination of this Agreement, subject to the written consent of the other Parties, each Party shall not nor permit any of its or its Subsidiaries' officers, directors, Employees, consultants, advisors, representatives, agents or other parties acting on its behalf, to 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 sell any of its material assets or its business or 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 of the Party or the Parties' assets, nor to undertake any transaction or negotiate any transaction which would be or potentially could be in conflict with the Transaction from any Person (other than the Parties), nor with respect to the Stowe One Parties only result in the issuance or sale of any securities of Stowe One or Stowe One Subco, and 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 a Party, including any of its Subsidiaries officers or directors, receives any formal written form of offer or inquiry, such Party shall forthwith (in any event within one business day following receipt) notify the other Parties of such offer or inquiry and provide the other Parties with such details as it may request.

ARTICLE 5 OTHER COVENANTS

Section 5.1 Representations and Warranties

- (1) Agile covenants and agrees that from the date hereof until the termination of this Agreement it shall not take any action, or fail to take any action, which would or may reasonably be expected to result in the representations and warranties set out in Section 3.1 being untrue or misleading in any material respect.
- (2) Each of Stowe One and Stowe One Subco covenants and agrees that, from the date hereof until the termination of this Agreement it shall not take any action, or fail to take any action, which would or may reasonably be expected to result in the representations and warranties set out in Section 3.2 being untrue or misleading in any material respect.

Section 5.2 Notice of Material Change

- (1) From the date hereof until the termination of this Agreement, each Party shall promptly notify the other Parties in writing of:
 - (i) any material change (actual, anticipated, contemplated or, to the knowledge of such Party threatened, financial or otherwise) in the business, affairs, operations, assets, liabilities (contingent or otherwise) or capital of such Party taken as whole;
 - (ii) any Material Adverse Change;
 - (iii) any change in the facts relating to any representation or warranty set out in Section 3.1 or Section 3.2 hereof, as applicable, which change is or may be of such a nature as to render any such representation or warranty misleading or untrue in a material respect; or

- (iv) any material fact which arises and which would have been required to be stated herein had the fact arisen on or prior to the date of this Agreement.
- (2) Each of Stowe One and Agile shall in good faith discuss with the other any change in circumstances (actual, anticipated, contemplated or threatened, financial or otherwise) which is of such a nature that there may be a reasonable question as to whether notice need to be given to the other pursuant to this section.

Section 5.3 Other Filings

The Parties shall, as promptly as practicable hereafter, prepare and file all filings required under Applicable Securities Laws, the rules of the Exchange or any other Applicable Laws relating to the Transaction contemplated hereby.

Section 5.4 Additional Agreements

- (1) Subject to the terms and conditions of this Agreement and subject to fiduciary obligations under Applicable Laws, each of the Parties hereto agrees to use all commercially reasonable efforts to take, or cause to be taken, all action and to do, or cause to be done, all things necessary, proper or advisable to consummate and make effective as promptly as practicable the Transaction contemplated by this Agreement and to cooperate with each other in connection with the foregoing, including, as applicable, using commercially reasonable efforts:
 - (i) to obtain all necessary waivers, consents and approvals from other parties to material agreements, Leases and other Contracts or agreements;
 - (ii) to defend all lawsuits or other Legal Proceedings challenging this Agreement or the consummation of the Transaction contemplated hereby;
 - (iii) to cause to be lifted or rescinded any injunction or restraining Order or other Order adversely affecting the ability of the Parties to consummate the Transaction contemplated hereby;
 - (iv) to affect all necessary registrations and other filings and submissions of information requested by Government Authorities; and
 - (v) to fulfill all conditions and satisfy all provisions of this Agreement.
- (2) For purposes of the foregoing, the obligation to use “**commercially reasonable efforts**” to obtain waivers, consents and approvals to loan agreements, leases and other contracts shall not include any obligation to agree to a materially adverse modification of the terms of such documents or to prepay or incur additional material obligations to such other parties.

ARTICLE 6 CLOSING CONDITIONS

Section 6.1 Conditions Precedent to the obligations of the Stowe One Parties

- (1) The completion of the Transaction is subject to the following conditions to be fulfilled or performed prior to Closing by Agile or an Affiliate, which conditions are for the exclusive benefit of the Stowe One Parties and may be respectively waived, in whole or in part, by each of the Stowe One Parties in their sole discretion.
 - (i) **Truth of Representations and Warranties.** All of the representations and warranties of the Corporation contained in or made pursuant to this Agreement shall have been true and correct as of the date of this Agreement and shall be true and correct as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of such date,

and the Chief Executive Officer and Chief Financial Officer of the Corporation shall have executed and delivered a certificate to that effect to the Stowe One Parties at Closing. The receipt of such certificate and the Closing shall not constitute a waiver by the Purchaser of any of the representations and warranties of the Corporation which are contained in this Agreement. Upon the delivery of such certificate, the representations and warranties of the Agile made in Section 3.1 shall be deemed to have been made on and as of the Closing Date with the same force and effect as if made on and as of such date.

- (ii) **Performance of Covenants.** The Corporation shall have, in all material respects to the satisfaction of the Stowe One Parties, fulfilled or complied with all of the obligations, covenants and agreements contained in this Agreement to be fulfilled or complied with by each of them at or prior to the Closing, and the Chief Executive Officer and Chief Financial Officer of the Corporation shall have executed and delivered a certificate to that effect to the Stowe One Parties at Closing. The receipt of such certificate and the Closing shall not constitute a waiver by the Stowe One Parties of the covenants of the Corporation which are contained in this Agreement.
- (iii) **No Material Adverse Change.** Between the date hereof and the Closing Time, there will not have occurred any Material Adverse Change with respect to Agile, and the Chief Executive Officer and Chief Financial Officer of the Corporation shall have executed and delivered a certificate to that effect to the Stowe One Parties at Closing.
- (iv) **Agile Shareholder Approval.** Agile shall have: (i) held the Agile Shareholder Meeting and obtained approval from the Agile Shareholders for the Transaction; or (ii) obtained a special resolution consented to in writing by all Agile Shareholders approving the Transaction.
- (v) **Approvals.** All third party consents, waivers, permits, orders and approvals required in connection with the consummation of the Transaction will have been provided or obtained on terms and conditions acceptable to the Parties, acting reasonably, at or before the Closing Time, except where the failure to provide or obtain such would not have a Material Adverse Effect, would not materially adversely affect the Stowe One Parties or would not prevent or materially impede the completion of the Transaction contemplated hereby.
- (vi) **Listing Documents.** Agile shall have executed and delivered the Non-Offering Prospectus and any CSE Listing Documents (as the case may be).
- (vii) **Agile Financing.** The Agile Financing shall have closed on or prior to the Amalgamation on terms acceptable to Stowe One, acting reasonably.
- (viii) **Expenses.** Agile shall have paid all costs and charges incurred by the Stowe One Parties up to a maximum of \$150,000 as contemplated by Section 9.2.
- (ix) **Director Appointments.** Stowe One shall have received consents from Vikas Gupta, Musabbir Chowdhury, Alan Rootenberg and Brenda Brown, or such other proposed directors of the Resulting Issuer that Agile in its sole discretion may determine, to act as directors of Stowe One with effect as of the Closing Time.
- (x) **No Action.** No act, action, suit, Legal Proceeding, objection or opposition shall have been commenced, pending, threatened, taken, entered or promulgated before or by any Government Authority or by any other Person, and no law, regulation, policy, judgment, decision, order, ruling or directive (whether or not having the force of law) shall have been proposed, enacted, promulgated, amended or applied, in any case: (a) to cease trade, enjoin, prohibit or impose material conditions on the Transaction or the transactions contemplated therein or herein; (b) to cease trade, enjoin, prohibit or impose material conditions on the rights of Stowe One to own or exercise full rights of ownership of Amalco, including the rights to vote the Amalco Shares, upon the completion of the Transaction or conduct the Business conducted by Agile; (c) to prohibit or

restrict the completion of the Transaction in accordance with the terms hereof or otherwise relating to the Transaction; or (d) that would have a Material Adverse Effect, or would materially adversely affect either of the Stowe One Parties.

- (xi) **Deliveries.** Agile shall have delivered all items contemplated by this Section 6.1 and by Section 7.2.
- (xii) **CSE Escrow Agreement.** Agile shall have used its commercially reasonable efforts to cause applicable Agile Securityholders (as may be required by CSE Policies) to have undertaken to enter into the CSE Escrow Agreement and shall have provided Stowe One with a copy of each undertaking to enter into the CSE Escrow Agreement, executed by the applicable Agile Securityholders (as may be required by CSE Policies), in the form required by the Exchange pursuant to CSE Policies.

Section 6.2 Conditions Precedent to the Obligations of Agile

- (1) The completion of the Transaction is subject to the following conditions to be fulfilled or performed prior to the Closing by the Stowe One Parties, which conditions are for the exclusive benefit of the Corporation and may be waived, in whole or in part, by the Corporation in its sole discretion:
 - (i) **Truth of Representations and Warranties.** The representations and warranties of the Stowe One Parties contained in this Agreement shall be true and correct as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of such date and the Purchaser shall have executed and delivered a certificate of a senior officer to that effect. The receipt of such certificate and the Closing shall not constitute a waiver of the representations and warranties of the Stowe One Parties which are contained in this Agreement. Upon delivery of such declaration, the representations and warranties of the Purchaser in or made pursuant to this Agreement shall be deemed to have been made on and as of the Closing Date with the same force and effect as if made on and as of such date.
 - (ii) **Performance of Covenants.** The Stowe One Parties shall, in all material respects to the satisfaction of the Corporation, have fulfilled or complied with all obligations, covenants and agreements contained in this Agreement to be fulfilled or complied with by it at or prior to the Closing and Stowe One shall have executed and delivered a certificate of a senior officer to that effect. The receipt of such certificate and the Closing shall not constitute a waiver by Agile of the covenants of the Stowe One Parties which are contained in this Agreement.
 - (iii) **No Material Adverse Change.** Between the date hereof and the Closing Date, there will not have occurred any Material Adverse Change with respect to the Stowe One Parties.
 - (iv) **Approvals.** All third party consents, waivers, permits, orders and approvals required in connection with the consummation of the Transaction will have been provided or obtained on terms and conditions acceptable to the Parties, acting reasonably, at or before the Closing Date, except where the failure to provide or obtain such would not have a Material Adverse Effect, would not materially adversely affect Agile or would not prevent or materially impede the completion of the Transactions contemplated hereby.
 - (v) **Listing Documents.** Stowe One shall have executed and delivered the Non-Offering Prospectus and any CSE Listing Documents (as the case may be).
 - (vi) **No Action.** No Legal Proceeding or opposition shall have been commenced, pending, threatened, taken, entered or promulgated before or by any Government Authority or by any other Person, and no law, regulation, policy, judgment, decision, order, ruling or directive (whether or not having the force of law) shall have been proposed, enacted, promulgated, amended or applied, in any case: (a) to cease trade, enjoin, prohibit or impose material conditions on the Transaction or the transactions

contemplated therein or herein; (b) to cease trade, enjoin, prohibit or impose material conditions on the rights of Stowe One to own or exercise full rights of ownership of the Amalco Shares, including the rights to vote the Amalco Shares, upon the completion of the Transaction or conduct the Business conducted by Agile; (c) to prohibit or restrict the completion of the Transaction in accordance with the terms hereof or otherwise relating to the Transaction; or (d) that would have a Material Adverse Effect, or would materially adversely affect Agile.

- (vii) **Resignations and Releases.** Stowe One shall have received written resignations and releases from each director and officer of Stowe One, in each case with effect from the Closing Time, in a form satisfactory to Agile, acting reasonably.
- (viii) **Consolidation and Name Change.** Stowe One shall have completed the Stowe One Share Consolidation and the Stowe One Name Change.
- (ix) **Transaction Expenses.** The Purchaser's costs, fees and expenses paid or incurred in relation to the Transaction (including any legal, financial, printing, shareholder communication and any other costs, fees and expenses and including the costs, fees and expenses of legal counsel for any special independent committee of the board of directors of Stowe One, tax structuring advice, any change of control or termination payments or costs, fees and expenses associated with any fairness opinion) (the "**Transaction Expenses**") shall not exceed \$110,000, and the Purchaser shall have executed and delivered a certificate of a senior officer to that effect.
- (x) **Working Capital.** The Working Capital as of the Closing Date shall not be less than a deficit of \$150,000, and the Purchaser shall have executed and delivered a certificate of a senior officer to that effect.
- (xi) **CSE Escrow Agreement.** If required by the CSE, the Stowe One Parties shall have undertaken to enter into, and shall have used its commercially reasonable efforts to cause applicable Stowe One Shareholders (as may be required by CSE Policies) to have undertaken to enter into the CSE Escrow Agreement and shall have provided the Corporation with a copy of each undertaking to enter into the CSE Escrow Agreement, executed by the Stowe One Parties and the applicable Stowe One Shareholders (as may be required by CSE Policies), in the form required by the Exchange pursuant to CSE Policies.
- (xii) **Deliveries.** The Stowe One Parties shall have delivered all items contemplated by this and by this Section 6.2 and by Section 7.3.

Section 6.3 Mutual Conditions Precedent

- (1) The respective obligations of the Parties hereto to complete each step of the Transaction Closing Date, of the following conditions precedent, each of which may be waived only by the mutual consent of the Parties:
 - (i) there shall not be in force any Order or decree restraining or enjoining the consummation of the Transaction;
 - (ii) this Agreement shall not have been terminated pursuant to Article 8;
 - (iii) all applicable Stowe One Shareholders and Agile Securityholders shall have undertaken to enter into the CSE Escrow Agreement in the form required by the Exchange pursuant to CSE Policies;
 - (iv) the Resulting Issuer shall meet the public distribution requirements for an Issuer on the CSE in accordance with CSE Policies;

- (v) the Exchange shall have conditionally accepted the listing of the Resulting Issuer Shares issuable pursuant to the Transaction (including Resulting Issuer Shares issuable upon the exercise of the Agile Options or the Agile Warrants); and
- (vi) all Regulatory Approvals shall have been obtained.

Section 6.4 Notice and Effect of Failure to Comply with Covenants or Conditions

- (1) Each Party shall give prompt notice to the other of the occurrence, or failure to occur, at any time from the date hereof to the Closing Date, of any event or state of facts that would, or would be likely to, (i) cause any of the representations or warranties of such Party contained herein to be untrue or inaccurate in any material respect, or (ii) result in the failure to comply with or satisfy any covenant or condition to be complied with or satisfied by any Party hereunder; provided, however, that no such notification shall affect the representations or warranties of the Parties or the conditions to the obligations of the Parties hereunder.
- (2) If any of the conditions precedent set out in any of Section 6.1, Section 6.2 or Section 6.3 is not satisfied or waived by the Party for whose benefit such condition is provided on or before the date required for the satisfaction thereof, then the Party for whose benefit the condition precedent is provided may, in addition to any other remedies it may have at law or equity, terminate this Agreement as provided for in Section 8.1(1)(ii), provided that the Party intending to rely thereon has delivered a written notice to the other Party specifying in reasonable detail all breaches of covenants, representations and warranties or other matters that the Party delivering such notice is asserting as the basis for the non-fulfillment of the applicable condition or conditions precedent and shall provide in such notice that the other Party shall be entitled to cure any breach of a covenant or representation and warranty or other matters within 10 Business Days after receipt of such written notice thereof (except that no cure period shall be provided for a breach that, by its nature, cannot be cured and, in no event, shall any cure period extend beyond the Outside Date). More than one such notice may be delivered by a Party.

**ARTICLE 7
CLOSING ARRANGMENTS AND PUBLICITY**

Section 7.1 Closing of the Amalgamation and Closing Date

Subject to the satisfaction or waiver by the applicable Party of the conditions in favour of each Party set out in Article 6, the Parties shall hold the Closing on the Closing Date, at such time as agreed to by the Corporation and the Purchaser (on behalf of itself and Stowe One Subco) and at the offices of Borden Ladner Gervais LLP in Calgary, Alberta or at such other place as agreed to by the Corporation and the Purchaser (on behalf of itself and Stowe One Subco) and shall immediately thereafter deliver to the Registrar of Companies the Amalgamation Application and such other documents as may be required to give effect to the Amalgamation. The Amalgamation shall become effective at the Closing Time on the Closing Date.

Section 7.2 Closing Deliveries of Agile

- (1) The Corporation shall deliver or cause to be delivered to the Purchaser the following in form and substance satisfactory to the Purchaser acting reasonably:
 - (i) the certificates referred to in Section 6.1(1)(i), Section 6.1(1)(ii) and Section 6.1(1)(iii);
 - (ii) certified true copies of (a) the Governing Documents of the Corporation, and (b) all resolutions of the board of directors of the Corporation approving the Transaction, the Agreement, the completion of the Agile Financing and all other matters related to the Transaction;
 - (iii) a certificate of incumbency of the directors and officers of the Corporation delivered from the Chief Executive Officer and Chief Financial Officer of the Corporation;

- (iv) a certificate of status, compliance, good standing or like certificate with respect to the Corporation issued by the Registrar of Companies and the appropriate government officials of each jurisdiction in which the Corporation carries on its business dated within three days of the Closing Date;
- (v) a certificate of the Chief Executive Officer and Chief Financial Officer of Agile confirming that dissent rights under the BCBCA have not been exercised with respect to more than 5% of the issued and outstanding Agile Shares in connection with the Amalgamation;
- (vi) certified copies of the: (i) minutes of the Agile Shareholder Meeting evidencing Agile Shareholder approval of the Transaction and related matters; or (ii) special resolution consented to in writing by all Agile Shareholders approving the Transaction and related matters;
- (vii) original share and securities registers, share transfer ledgers, minute books and corporate seals (if any) of Agile and its Books and Records;
- (viii) certificates from each Agile Shareholder that is a U.S. Person acknowledging and representing that such person qualifies for an exemption from the prospectus and registration requirement under the US Securities Act pursuant to an exemption in Regulation D;
- (ix) evidence of the required consents pursuant to Section 4.6(1);
- (x) an undertaking from each applicable Agile Securityholders to enter into the CSE Escrow Agreement required by the Exchange, duly executed by applicable Agile Securityholders (as required by CSE Policies); and
- (xi) such other documentation as Stowe One reasonably requests on a timely basis in order to establish the completion of the Transaction and the taking of all corporate proceedings in connection with the Transaction (as to certification and otherwise), in each case in form and substance satisfactory to Stowe One, acting reasonably.

Section 7.3 Closing Deliveries of Stowe One and Stowe One Subco

- (1) The Purchaser shall deliver or cause to be delivered to the Corporation the following in form and substance satisfactory to the Purchaser, acting reasonably:
 - (i) the certificates referred to in Section 6.2(1)(i), Section 6.2(1)(ii), Section 6.1(1)(iii), Section 6.2(1)(ix) and Section 6.2(1)(x);
 - (ii) the Purchaser shall have issued and delivered the securities contemplated by the Securities Exchange;
 - (iii) a certificate of status, compliance, good standing or like certificate with respect to the Stowe One issued by the Registrar of Companies for British Columbia and the appropriate government officials of each jurisdiction in which the Corporation carries on its business dated within three days of the Closing Date;
 - (iv) a certificate of status, compliance, good standing or like certificate for Stowe One Subco issued by the Registrar of Companies under the BCBCA and the appropriate government officials in each jurisdiction in which such Stowe One Subco carries on its business dated within three days of the Closing Date;
 - (v) a certified copy of the Governing Documents of each of the Stowe One Parties;
 - (vi) a certificate of incumbency for each of the Stowe One Parties delivered from a senior officer of each of the Stowe One Parties;

- (vii) evidence that Stowe One is a reporting issuer not in default of Applicable Securities Laws from the Securities Authorities in each of the Reporting Jurisdictions dated within three days of the Closing Date;
- (viii) confirmation of the completion of the Stowe One Share Consolidation and the Stowe One Name Change by production of: (a) a certified true copy of the authorizing directors' resolutions for the Stowe One Share Consolidation and Stowe One Name Change; and (b) a copy of the amended notice of articles filed pursuant to the BCBCA reflecting completion of the Stowe One Name Change and Stowe One Share Consolidation;
- (ix) an undertaking from each applicable Stowe One Party or Stowe One Shareholder to enter into the CSE Escrow Agreement, duly executed by the applicable Stowe One Parties and applicable Stowe One Shareholders (as required by CSE Policies);
- (x) a certified copy of the resolutions of all of the directors of the Purchaser dated on or prior to the Closing Date the Agreement and all related matters;
- (xi) a certified copy of the shareholder resolution of the sole shareholder of Stowe One Subco (being Stowe One) approving the Amalgamation;
- (xii) the written resignations and releases of all directors and officers of the Purchaser dated effective as of the Closing Date; and
- (xiii) such other documentation as Agile reasonably requests on a timely basis in order to establish the completion of the Transaction and the taking of all corporate proceedings in connection with the Transaction (as to certification and otherwise), in each case in form and substance satisfactory to Stowe One, acting reasonably.

Section 7.4 Publicity

So long as this Agreement is in effect, Stowe One and Agile shall advise, consult and cooperate with each other prior to issuing, or permitting any of their directors, officers, employees or agents to issue, any press release or other written public or private statement to the press with respect to this Agreement and the Transaction contemplated hereby from the date hereof until the Closing Date. Each such Party shall not issue any such press release or make any such written public or private statement prior to such consultation, except as may be required by Applicable Laws or by obligations pursuant to any listing agreement with the Exchange and only after using its reasonable efforts to consult with the other Parties taking into account the time constraints to which it is subject as a result of such Applicable Law or obligation.

ARTICLE 8 TERMINATION AND AMENDMENT

Section 8.1 Termination

- (1) Subject to Section 8.2, this Agreement may be terminated by written notice promptly given to the other Parties hereto, at any time prior to the Closing Date:
 - (i) by mutual agreement in writing by the Parties;
 - (ii) by either Party as provided in Section 6.4(2) provided that the failure to satisfy the particular condition precedent being relied upon as a basis for termination of this Agreement did not occur as a result of a breach by the Party seeking to rely on the condition precedent of any of its covenants or obligations under the Agreement; or
 - (iii) the Closing Date has not occurred by the Outside Date.

Section 8.2 Break Fee

- (1) Notwithstanding any other provision contained in this Agreement respecting expenses and costs and payments thereof, Stowe One shall be entitled to a termination fee equal to \$100,000 ("**Stowe One Termination Fee Event**"), upon the occurrence of any of the following events (each, a "**Stowe One Termination Fee Event**"), which shall be paid by Agile to Stowe One within five days from the date of the respective Stowe One Termination Fee Event. The Stowe One Termination Fee shall be reduced by the amount of the Deposit which has been paid by Agile to Stowe One in accordance with Section 2.4 as of the Stowe One Termination Fee Event, and Agile shall only be required to pay to Stowe One the difference between the Stowe One Termination Fee and the amount of the Deposit so paid.
- (i) if the board of directors of Agile shall have withdrawn, modified, qualified or changed its approval of this Agreement or any of its recommendations to Agile shareholders or determinations with respect to its support for the Transaction in a manner adverse to Stowe One, or shall have resolved to do so prior to the Closing Date, or has failed to publicly reconfirm any such recommendation or determination upon the request of Stowe One prior to the earlier of five Business Days following such request or 72 hours prior to any Agile shareholder meeting to consider the Transaction;
 - (ii) if the board of directors of Agile have approved or recommended a transaction other than the transactions contemplated by this Agreement or such other transaction is announced by Agile, while closing preparations are being made up to and including the Closing Date;
 - (iii) if Agile is in material breach of or material non-compliance with any of its covenants made in this Agreement, which breach or non-compliance individually or in the aggregate causes a Material Adverse Change in respect of Agile or materially impedes the completion of the Transaction, and Agile fails to cure such breach within 10 Business Days after receipt of written notice thereof from Stowe One (except that no cure period shall be provided for a breach that, by its nature, cannot be cured and, in no event, shall any cure period extend beyond the Closing Date);
 - (iv) if this Agreement is terminated by Stowe One in accordance with Section 8.1(1)(ii); or
 - (v) if this Agreement is terminated in accordance with Section 8.1(1)(iii), provided that such termination is not as a result of any action or inaction of Stowe One.

For greater certainty, Agile shall not be obligated to make more than one Stowe One Termination Fee payment under this Section 8.2(1), if one or more of the Stowe One Termination Fee Events specified above occurs.

- (2) Notwithstanding any other provision contained in this Agreement respecting expenses and costs and payments thereof, Agile shall be entitled to a termination fee equal to \$100,000 ("**Agile Termination Fee Event**"), upon the occurrence of any of the following events (each, an "**Agile Termination Fee Event**"), which shall be paid by Stowe One to Agile within five days from the date of the respective Agile Termination Fee Event:
- (i) if the board of directors of Stowe One shall have withdrawn, modified, qualified or changed its approval of this Agreement or any of its recommendations to Stowe One shareholders or determinations with respect to its support for the Transaction in a manner adverse to Agile, or shall have resolved to do so prior to the Closing Date, or has failed to publicly reconfirm any such recommendation or determination upon the request of Agile prior to the earlier of five business days following such request or 72 hours prior to any Stowe One shareholder meeting to consider the Transaction;
 - (ii) if the board of directors of Stowe One have approved or recommended a transaction other than the transactions contemplated by the Letter of Intent or such other transaction is announced by Stowe, while closing preparations are being made up to and including the Closing Date;

- (iii) if Stowe One is in material breach of or material non-compliance with any of its covenants made in this Agreement, which breach or non-compliance individually or in the aggregate causes a material adverse change in respect of Stowe One or materially impedes the completion of the Transaction, and Stowe One fails to cure such breach within 10 business days after receipt of written notice thereof from Agile (except that no cure period shall be provided for a breach that, by its nature, cannot be cured and, in no event, shall any cure period extend beyond the Closing Date or such other outside date as set forth in this Agreement);
- (vi) if this Agreement is terminated by Agile in accordance with Section 8.1(1)(ii); or
- (iv) if this Agreement is terminated in accordance with Section 8.1(1)(iii) as a result of any action or inaction of Stowe One.

For greater certainty, Stowe One shall not be obligated to make more than one Agile Termination Fee payment under this Section 8.2(2) if one or more of the Agile Termination Fee Events specified above occurs.

- (3) In the event that Stowe One or any of its shareholders obtain a bona fide offer from a third party relating to a transaction which would materially interfere with the Transaction which Stowe One wishes to pursue at the instruction of its board of directors or a committee thereof, including without in any way limiting the generality of the foregoing, any such arrangement or agreement resulting from an unsolicited offer or proposal (such an offer, a "**Stowe One Offer**") from a third party, then Stowe One shall provide forthwith a copy of the Stowe One Offer to Agile (and in any event within one Business Day following receipt thereof) and Stowe One may terminate this Agreement upon written notice to Agile. In addition to Agile Termination Fee payable as set out in Section 8.2(2), upon termination by Stowe One by written notice to Agile (and in any event no later than two business days thereafter) Stowe shall make a cash payment to Agile in an amount equal to Agile's out-of-pocket expenses incurred in connection with the Transaction as set forth in an invoice to be provided by Agile, subject to CSE approval.
- (4) In the event that Agile or any of its shareholders obtain a bona fide offer from a third party relating to a transaction which would materially interfere with the Transaction which Agile wishes to pursue at the instruction of its board of directors or a committee thereof, including without in any way limiting the generality of the foregoing, any such arrangement or agreement resulting from an unsolicited offer or proposal (such an offer, an "**Agile Offer**") from a third party, then Agile shall provide forthwith a copy of the Agile Offer to Stowe One (and in any event within one business day following receipt thereof) and Agile may terminate this Agreement upon written notice to Stowe One. In addition to the Stowe One Termination Fee payable as set out in 8.2(1), upon termination by Agile by written notice to Stowe (and in any event no later than two business days thereafter) Agile shall make a cash payment to Stowe One in an amount equal to Stowe One's out-of-pocket expenses incurred in connection with the Transaction as set forth in an invoice to be provided by Stowe One.

Section 8.3 Effect of Termination

In the event of the termination of this Agreement as provided in Section 8.1 hereof, this Agreement shall forthwith have no further force or effect and there shall be no obligation on the part of Agile, Stowe One or Stowe One Subco hereunder except as set forth in Section 4.4(2), Section 7.4, and Section 9.2 hereof, and this Section 8.3, which provisions shall survive the termination of this Agreement. Nothing herein shall relieve any Party from liability for any breach of this Agreement.

Section 8.4 Amendment

This Agreement may, at any time on or before the Closing Date, be amended by mutual agreement between the Parties hereto. This Agreement may not be amended except by an instrument in writing signed by the appropriate officers on behalf of each of the Parties hereto.

Section 8.5 Waiver

A Party may: (i) extend the time for the performance by any other Party of the obligations owed to it; (ii) waive compliance with any other Party's agreements or the fulfillment of any of its conditions contained herein; or (iii) waive inaccuracies in another Party's representations or warranties owed to it and contained herein or in any document delivered by such other Party hereto; provided, however, that any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such Parties.

**ARTICLE 9
GENERAL**

Section 9.1 Notices

All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed to have been duly given or made as of the date delivered or sent if delivered personally or sent by email or sent by prepaid overnight courier to the Parties at the following addresses (or at such other addresses as shall be specified by the Parties by like notice):

if to Agile:

Agile Blockchain Corp.
602-15 Toronto Street
Toronto, Ontario M5C 2E3

Attention: Raymond Pomroy
Telephone No.: (416) 450-5995
Email: ray.pomroy@agileblockchain.ca

with a copy, which shall not constitute notice to:

Borden Ladner Gervais LLP
Centennial Place, East Tower
1900, 520 – 3rd Ave SW
Calgary, AB T2P 0R3

Attention: **Robb McNaughton**
Telephone No.: (403) 232-9686
Facsimile No.: (403) 266-1395
Email: rmnaughton@blg.com

If to Stowe One or Stowe One Subco:

Stowe One Investments Corp.
650-1021 West Hastings St
Vancouver, BC V6E 0C3

Attention: Andrew MacRitchie
Telephone No.: (604) 684-8725
Email: andrew@anacottresources.com

with a copy, which shall not constitute notice to:

Borden Ladner Gervais LLP

Centennial Place, East Tower

1900, 520 – 3rd Ave SW

Calgary, AB T2P 0R3

Attention: **Melissa Smith**
Telephone No.: (403) 232-9787
Facsimile No.: (403) 266-1395
Email: mesmith@blg.com

or to such other address as the Party to or upon whom notice is to be given or served has communicated to the other Parties by notice given or served in the manner provided for in this section. In the case of delivery or email transmission, notice shall be deemed to be given on the date of delivery and in the case of mailing, notice shall be deemed to be given on the third Business Day after such mailing.

Section 9.2 Expenses

- (1) Subject to Section 9.2(2), Agile shall be responsible for all costs and charges incurred by the Parties with respect to the Transaction including, without limitation, all costs and charges incurred prior to the date of the Letter of Intent and all legal and accounting fees and disbursements relating to preparing the documents related to the transactions contemplated in this Agreement.
- (2) Pursuant to Section 9.2(1), Agile shall reimburse all such costs and charges incurred by Stowe One (including payment in full of the Stowe One Deficit) on or prior to the Closing Date. It is acknowledged that Agile has, prior to the date hereof, reimbursed certain costs and charges incurred by Stowe One and that any additional costs and charges to be reimbursed by Agile pursuant to this Section 9.2, not including payment in full of the Stowe One Deficit, shall not exceed \$150,000.
- (3) For greater certainty, the Parties acknowledge and agree that upon the completion of the Transaction, the Resulting Issuer shall be responsible for all liabilities of Stowe One, including all expenses of the Transaction.

Section 9.3 Assignment

Except as expressly permitted by the terms hereof, neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the Parties hereto without the prior written consent of the other Parties.

Section 9.4 Further Assurances

Each Party hereto shall, from time to time, and at all times hereafter, at the request of the other Parties hereto, but without further consideration, do all such further acts and execute and deliver all such further documents and instruments as shall be reasonably required in order to fully perform and carry out the terms and intent hereof.

Section 9.5 Severability

Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Law. Any provision of this Agreement that is invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 9.6 Governing Law, Choice of Forum

This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein. Each of the Parties attorns and submits to the exclusive jurisdiction of the courts of British Columbia with respect to any matter arising under or related to the Agreement.

Section 9.7 Non-Merger

Except as otherwise expressly provided in this Agreement, the covenants, representations and warranties shall not merge on and shall survive the Closing and, notwithstanding such Closing or any investigation made by or on behalf of any Party, shall continue in full force and effect. Closing shall not prejudice any right of one Party against any other Party in respect of anything done or omitted under this Agreement or in respect of any right to damages or other remedies.

Section 9.8 Entire Agreement

This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement and supersedes all prior correspondence, agreements, negotiations, discussions and understandings, written or oral. Except as specifically set out in this Agreement, there are no representations, warranties, conditions or other agreements or acknowledgements, whether direct or collateral, express or implied, written or oral, statutory or otherwise, that form part of or affect this Agreement or which induced any Party to enter into this Agreement. No reliance is placed on any representation, warranty, opinion, advice or assertion of fact made either prior to, concurrently with, or after entering into, this Agreement, or any amendment or supplement hereto or thereto, by any Party to this Agreement or its representatives, to any other Party or its representatives, except to the extent the representation, warranty, opinion, advice or assertion of fact has been reduced to writing and included as a term in this Agreement, and none of the Parties has been induced to enter into this Agreement or any amendment or supplement by reason of any such representation, warranty, opinion, advice or assertion of fact. There is no liability, either in tort or in Contract, assessed in relation to the representation, warranty, opinion, advice or assertion of fact, except as contemplated in this Section.

Section 9.9 Counterpart Execution and Electronic Delivery

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile or transmitted electronically in legible form, including in a tagged image format file (TIFF) or portable document format (PDF), shall be equally effective as delivery of a manually executed counterpart of this Agreement.

[Remainder of page intentionally left blank – signature page follows]

IN WITNESS WHEREOF the Parties have caused this Amalgamation Agreement to be duly executed as of the date first written above.

STOWE ONE INVESTMENTS CORP.

Per: (signed) "*Andrew MacRitchie*"

Andrew MacRitchie
Chief Financial Officer

1191212 BC LTD.

Per: (signed) "*Andrew MacRitchie*"

Andrew MacRitchie
President

AGILE BLOCKCHAIN CORP.

Per: (signed) "*Raymond Pomroy*"

Raymond Pomroy
Chief Executive Officer

SCHEDULE A

THIS IS SCHEDULE A ATTACHED TO AND FORMING PART OF AN AMALAGAMATION AGREEMENT BETWEEN STOWE ONE INVESTMENTS CORP., 1191212 BC LTD. AND AGILE BLOCKCHAIN CORP. DATED DECEMBER 21, 2018, AS AMENDED AND RESTATED AUGUST 14, 2020

SCHEDULE B

THIS IS SCHEDULE B ATTACHED TO AND FORMING PART OF AN AMALAGAMATION AGREEMENT BETWEEN STOWE ONE INVESTMENTS CORP., 1191212 BC LTD. AND AGILE BLOCKCHAIN CORP. DATED DECEMBER 21, 2018, AS AMENDED AND RESTATED AUGUST 14, 2020.
