

## ASSET PURCHASE AGREEMENT

**THIS AGREEMENT** made effective as of the 22<sup>nd</sup> day of February, 2018

### **BETWEEN:**

**MEDXTRACTOR CORP.**, a body corporate, incorporated under the laws of the Province of Alberta, having an office in the City of Calgary (herein referred to as the "**Purchaser**")

### **OF THE FIRST PART**

- and -

**JAMES M. DURWARD**, a businessman residing in the City of Calgary, Alberta (herein referred to as the "**Vendor**")

### **OF THE SECOND PART**

**WHEREAS** the Vendor is the legal and beneficial owner of a patent application and intellectual property assets relating to cannabis oil extraction technology (the "**Assets**"), as more particularly identified in Schedule "A" attached hereto; and

**AND WHEREAS** the Vendor wishes to sell and convey the Assets to the Purchaser, and the Purchaser wishes to purchase such Assets, upon the terms and conditions herein set forth.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the respective covenants and agreements of the parties contained herein, the sum of one dollar now paid by each party hereto to each of the other parties hereto, and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto), it is agreed as follows:

### SECTION ONE INTERPRETATION

#### 1.1 **Canadian Dollars**

All dollar amounts referred to in this Agreement are in Canadian funds, unless otherwise indicated herein.

#### 1.2 **Successors and Assigns**

All of the terms and provisions of this Agreement shall be binding upon and shall enure to the benefit of the parties hereto and their respective successors and assigns.

#### 1.3 **Schedule**

Appended hereto is the following schedule, which is incorporated into this Agreement by reference, and is deemed to be a part hereof:

Schedule "A" – List of Assets

Schedule "B" – General Conveyance, Assignment, and Bill of Sale

### SECTION TWO PURCHASE OF ASSETS

#### 2.1 **The Assets**

Subject to the terms and conditions hereof, the Purchaser hereby agrees to purchase and the Vendor hereby agrees to sell, assign and transfer to the Purchaser all beneficial and legal right, title and interest the Vendor has in the Assets referred to in Schedule "A" attached hereto, on the Closing Date (as such term is defined herein).

## 2.2 Purchase Price

The Purchase Price for the purchase of the Assets referred to in Schedule "A" shall be the sum of \$100,000.00 (CDN.).

## 2.3 Payment of the Purchase Price

The Purchase Price shall be paid to the Vendor by the Purchaser via the issuance of 5,000,000 common shares of the Purchaser at a deemed issue price of \$0.02 on the Closing Date.

### **SECTION THREE** **REPRESENTATIONS AND WARRANTIES OF VENDOR**

#### 3.1 Representations and Warranties

To induce the Purchaser to enter into this Agreement and complete the transactions contemplated hereby, the Vendor covenants, represents and warrants to and in favour of the Purchaser now as provided in this Section Three.

- (a) The Vendor has and will have at the Time of Closing, good, marketable, beneficial and legal title to the Assets, and such are free and clear of all mortgages, charges, liens, pledges, claims, security interests and agreements and other encumbrances of whatsoever nature and no person, firm or corporation has or will have any agreement or option or right capable of becoming an agreement or option for the purchase from the Vendor of any of the Assets and the Vendor has good right, full power and absolute authority to sell and assign the Assets to the Purchaser.
- (b) The Vendor has the requisite power and authority to enter into this Agreement, to perform its obligations hereunder and to conduct its business as now being conducted.
- (c) There is no suit, claim, action or proceeding pending or, to the knowledge of the Vendor, threatened before any court, administrative or regulatory body, arbitration panel or governmental agency, to which the Vendor is a party and which, if adversely determined, would have a material adverse effect upon the Assets or prevent the consummation of the transactions contemplated by this Agreement.
- (d) Set forth on Schedule "A" is a true and complete summary of the patent application filed by the Vendor, trade secrets, and URL website description constituting the Assets. Title to the Assets is held exclusively by the Vendor.

### **SECTION FOUR** **REPRESENTATIONS AND WARRANTIES OF THE PURCHASER**

#### 4.1 Representations and Warranties

To induce the Vendor to enter into this Agreement and complete the transactions contemplated thereby, the Purchaser represents and warrants to and in favour of the Vendor now as provided in this Section Four.

- (a) The Purchaser has been duly incorporated and organized, and is a valid and subsisting corporation under the laws of the Province of Alberta and is qualified to carry on business in the Province of Alberta.

### **SECTION FIVE** **CONDITIONS**

#### 5.1 Purchaser's Conditions

The obligation of the Purchaser to complete the purchase of the Assets contemplated herein, is subject to the fulfilment on or before the Time of Closing of each of the following conditions precedent, unless waived in writing by the Purchaser.

- (a) The Vendor shall have executed, delivered and performed all agreements and documents on his part to be performed hereunder, including the execution of a general conveyance agreement, and all representations and warranties contained in Section Three shall be true at the Time of Closing.

- (b) No litigation or proceedings shall be pending or threatened to restrain, set aside or invalidate the transaction contemplated hereby, or to obtain substantial damages in respect thereof or the Vendor's ownership of the Assets at the Time of Closing.
- (c) The transaction shall have been approved by the board of directors of the Purchaser.
- (d) The Parties shall have executed the General Conveyance, Assignment, and Bill of Sale attached hereto as Schedule "B".

## 5.2 **Vendor's Conditions**

The obligation of the Vendor to complete the sale of the Assets contemplated herein, is subject to the fulfilment on or before the Time of Closing of the following conditions precedent, unless waived in writing by the Purchaser.

- (a) The Purchaser shall have executed, delivered and performed all agreements and documents on his part to be performed hereunder and all representations and warranties contained in Section Four shall be true at the Time of Closing.
- (b) The Purchaser shall tender the Purchase Price payable by the Purchaser to the Vendor pursuant to the terms hereof.
- (c) The Purchaser agrees to provide its best efforts to continue the patent process.
- (d) The Parties agree to provide their best efforts to cause the assignment of the patent application described in Schedule "A" to the Purchaser.

## **SECTION SIX** **COVENANTS OF THE VENDOR**

6.2 The Vendor hereby covenants to and in favour of the Purchase as follows:

- (a) Delivery of the Assets to the Purchaser, or as directed by the Purchaser, by the Vendor on the Closing Date.

## **SECTION SEVEN** **CLOSING**

### 7.1 **Closing**

Closing of the sale and purchase herein contemplated shall take place at the office of the Purchaser's counsel on February 26, 2018, or such other location as the parties hereto may mutually agree.

## **SECTION EIGHT** **GENERAL**

### 8.1 **Governing Law**

This Agreement shall be construed in accordance with the laws of the Province of Alberta, and each party attorns to the courts of such Province.

### 8.2 **Counterparts**

This Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument and, notwithstanding their date of execution, shall be deemed to bear the date as of the date above written.

### 8.3 **Enurement**

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

IN WITNESS WHEREOF the Vendor and the Purchaser have hereunto executed this Agreement as of the date and year first above written.

(Signed) “Norma Salem”  
*Witness to the signature of James M. Durward*  
Name: **Norma Salem**  
Title: Paralegal

(Signed) “James M. Durward”  
**JAMES M. DURWARD**

**MEDXTRACTOR CORP.**

Per: (Signed) “David D. Heighington”  
Name: **David D. Heighington**  
Title: Director

**SCHEDULE "A"**

**DESCRIPTION OF ASSETS**

All tangible personal property described below, and including, but not limited to, all rights and title to the patent application #15/68602 submitted to the United States Patent and Trademark Office and dated August 24, 2017 and patent application #2,977,305 submitted to the Canadian Intellectual Property Office and dated August 25, 2017.

Other related technology relating to the cannabis oil extraction technology owned by the Vendor, including, without limitation, all algorithms, tradenames, trademarks, servicemarks, registered or unregistered, including applications and registrations therefor, and other related intellectual property rights of any type whatsoever and utilized by the Vendor in connection with the development, operation and support of its business as of the closing date.

**SCHEDULE "B"**

**GENERAL CONVEYANCE, ASSIGNMENT  
AND BILL OF SALE**

THIS AGREEMENT made as of the 22<sup>nd</sup> day of February, 2018.

**BETWEEN:**

**JAMES M. DURWARD** (the "**Seller**"), an individual residing in the Province of Alberta

- and -

**MEDXTRACTOR CORP.**, a body corporate subsisting under the laws of the Province of Alberta (the "**Buyer**")

**RECITALS:**

- A. The Buyer and Seller are parties to that certain Asset Purchase Agreement dated effective February 22, 2018 (the "**Agreement**") pertaining to but not limited to the purchase and sale of certain assets of the Seller by the Buyer;
- B. The Seller, in accordance with the terms and conditions of the Agreement, has agreed to sell, grant, assign, transfer and set over on to the Buyer its entire right, title and interest in and to the assets described in Schedule "A" hereto (hereinafter referred to as the "**Purchased Assets**") upon the terms and conditions hereinafter contained.

**NOW THEREFORE**, in consideration of CDN \$100,000 (the "**Purchase Price**") to be paid in accordance with the Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Seller hereby grants, conveys, assigns, transfers, bargains and delivers unto Buyer and its successors and assigns, all of its right, title and interest in and to the Purchased Assets, TO HAVE AND TO HOLD the Purchased Assets unto the Buyer and its successors and assigns forever, together with all and singular the rights and appurtenances belonging or pertaining thereto.
2. The Seller warrants that he has good and indefeasible title to the Purchased Assets free and clear of any and all liens, encumbrances or restrictions whatsoever and conveys the same to the Buyer pursuant to this Agreement.
3. Seller hereby acknowledges receipt of the Purchase Price. The Buyer hereby acknowledges receipt of the Purchased Assets.
4. This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein. Any suit, action or proceeding arising out of or relating to this Agreement shall be brought in any court in the Province of Alberta having jurisdiction over the subject matter thereof and the parties irrevocably and unconditionally attorn and submit to the non-exclusive jurisdiction of such court. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement shall enure to the benefit of, be binding upon and be enforceable by the parties hereto and their respective successors and assigns.

*[Signature Page of the General Conveyance, Assignment and Bill of Sale]*

**IN WITNESS WHEREOF** the parties hereto have each executed this Agreement as of the day and year first above written.

(Signed) ***“Norma Salem”***

*Witness to the signature of James M. Durward*

Name: **Norma Salem**

Title: Paralegal

(Signed) ***“James M. Durward”***

**JAMES M. DURWARD**

**MEDXTRACTOR CORP.**

Per: (Signed) ***“David D. Heighington”***

Name: **David D. Heighington**

Title: Director

**SCHEDULE "A"**  
**PURCHASED ASSETS**

All of the assets owned by Seller at the date of this Agreement of every kind and nature whatsoever and wheresoever situated related to the sale of certain intellectual property, including without limitation the following:

- All tangible personal property described below, and including, but not limited to, all rights and title to the patent application #15/68602 submitted to the United States Patent and Trademark Office and dated August 24, 2017;
- patent application #2,977,305 submitted to the Canadian Intellectual Property Office and dated August 25, 2017; and
- Other related technology relating to the cannabis oil extraction technology owned by the Vendor, including, without limitation, all algorithms, tradenames, trademarks, servicemarks, registered or unregistered, including applications and registrations therefor, and other related intellectual property rights of any type whatsoever and utilized by the Vendor in connection with the development, operation and support of its business as of the closing date.