

PARTNERSHIP INTEREST PURCHASE AGREEMENT

This Partnership Interest Purchase Agreement (“**Agreement**”) is between Australis Capital (Nevada) Inc. (“**Buyer**”) and AJR Builders Group, LLC (“**Seller**”).

SECTION 1 DEFINITIONS

“**Partnership**” means Australis Holdings LLP, a Washington limited liability partnership.

“**Limited Liability Partnership Agreement**” means the Limited Liability Partnership Agreement of the Partnership dated April 7, 2015, among the Partnership’s interest holders.

“**Partnership Interest**” means:

- (a) Seller’s 50% partnership interest in the Partnership, represented by the Limited Liability Partnership Agreement;
- (b) all other partnership interests in the Partnership owned by Seller;
- (c) all other right, title, and interest in the Partnership and its assets to which Seller may be otherwise entitled;
- (d) all options or other rights to acquire partnership interests in the Partnership owned or exercisable by Seller.

SECTION 2 PARTNERSHIP INTEREST

2.1 Purchase and Sale of Partnership Interest. Contemporaneously with the signing and delivery of this Agreement, Buyer will buy the Partnership Interest from Seller and Seller will sell the Partnership Interest to Buyer.

2.2 Purchase Price. The purchase price for the Partnership Interest is Five Hundred Thousand United States Dollars (\$500,000).

2.3 Closing. Contemporaneously with the signing and delivery of this Agreement:

- (a) Buyer will pay the purchase price for the Partnership Interest by delivering to Seller a certified check in the amount of Five Hundred Thousand US Dollars (\$500,000); and
- (b) Seller will deliver to Buyer a bill of sale of partnership interest in the form of Exhibit A attached hereto.
- (c) Buyer will pay 50% of any applicable Washington State real estate excise taxes pursuant to RCW 82.45 and regulations promulgated thereunder that may be due from the sale of the Partnership Interest.

SECTION 3 REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer as follows:

- 3.1 Organization.** Seller is a member-managed limited liability company duly organized and validly existing under the laws of the State of Washington.
- 3.2 Sole Member.** The undersigned, Jason Ragsdale, is the sole member of Seller and has full power and authority to bind Seller to this Agreement.
- 3.3 Authority.** Seller has full power and authority to sign and deliver this Agreement and to perform all of Seller's obligations under this Agreement.
- 3.4 Binding Obligation.** This Agreement is the legal, valid, and binding obligation of Seller, enforceable against Seller in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, or other similar laws of general application or by general principles of equity.
- 3.5 No Conflicts.** The signing and delivery of this Agreement by Seller and the performance by Seller of all of Seller's obligations under this Agreement will not:
 - (a) conflict with Seller's certificate of formation or limited liability company agreement;
 - (b) breach any agreement to which Seller is a party, or give any person the right to accelerate any obligation of Seller;
 - (c) violate any law, judgment, or order to which Seller or the Partnership Interest is subject; or
 - (d) require the consent, authorization, or approval of any person, including but not limited to any governmental body.
- 3.6 Title to Partnership Interest.** Seller has good title to the Partnership Interest, free from all liens, mortgages, pledges, security interests, and other encumbrances.

SECTION 4 REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller as follows:

- 4.1 Organization.** Buyer is a corporation duly organized and validly existing under the laws of Alberta, Canada.
- 4.2 Authority.** Buyer has full power and authority to sign and deliver this Agreement and to perform all of Buyer's obligations under this Agreement.
- 4.3 Binding Obligation.** This Agreement is the legal, valid, and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, except as

enforceability may be limited by bankruptcy, insolvency, or other similar laws of general application or by general principles of equity.

4.4 No Conflicts. The signing and delivery of this Agreement by Buyer and the performance by Buyer of all of Buyer's obligations under this Agreement will not:

- (a) conflict with Buyer's articles of incorporation or bylaws;
- (b) breach any agreement to which Buyer is a party, or give any person the right to accelerate any obligation of Buyer;
- (c) violate any law, judgment, or order to which Buyer is subject; or
- (d) require the consent, authorization, or approval of any person, including but not limited to any governmental body.

SECTION 5 RELEASE AND INDEMNIFICATION

5.1 Indemnification by Seller. Seller will defend and indemnify Buyer and each present and future stockholder, assignee, manager, officer, and authorized representative of Buyer from and against any and all claims, actions, proceedings, damages, liabilities, and expenses of every kind, whether known or unknown, including but not limited to reasonable attorneys' fees, resulting from or arising out of a breach by Seller of any representation, warranty, or covenant in this Agreement. Seller does not warrant anything related to either the real property or any asset held by the Partnership.

5.2 Indemnification by Buyer. Buyer will defend and indemnify Seller, the Partnership, and each present and future member, assignee, manager, officer, and authorized representative of the Partnership from and against any and all claims, actions, proceedings, damages, liabilities, and expenses of every kind, whether known or unknown, including but not limited to reasonable attorneys' fees, resulting from or arising out of a breach by Buyer of any representation, warranty, or covenant in this Agreement.

SECTION 6 GENERAL

6.1 No Assignment. Neither party may assign or delegate any of the party's rights or obligations under this Agreement to any person without the prior written consent of the other party, which the other party may withhold in the other party's sole discretion.

6.2 Binding Effect. This Agreement will be binding on the parties and their respective heirs, personal representatives, successors, and permitted assigns, and will inure to their benefit.

6.3 Amendment. This Agreement may be amended only by a written document signed by each party.

- 6.4 Waiver.** No waiver will be binding on a party unless it is in writing and signed by the party making the waiver. A party's waiver of a breach of a provision of this Agreement will not be a waiver of any other provision or a waiver of a subsequent breach of the same provision.
- 6.5 Severability.** If a provision of this Agreement is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Agreement will not be impaired.
- 6.6 Further Assurances.** The parties will sign other documents and take other actions reasonably necessary to further effect and evidence this Agreement.
- 6.7 Remedies.** The parties will have all remedies available to them at law or in equity. All available remedies are cumulative and may be exercised singularly or concurrently.
- 6.8 Governing Law.** This Agreement is governed by the laws of the State of Washington, without giving effect to any conflict-of-law principle of any jurisdiction.
- 6.9 Venue.** Any action or proceeding arising out of this Agreement will be litigated in courts located in Whatcom County, Washington. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Whatcom County, Washington.
- 6.10 Attorney's Fees.** If any arbitration or litigation is instituted to interpret, enforce, or rescind this Agreement, including but not limited to any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's reasonable attorney's fees and other fees, costs, and expenses of every kind incurred in connection with the arbitration, the litigation, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court.
- 6.11 Entire Agreement.** This Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement.
- 6.12 Signatures.** This Agreement may be signed in counterparts. A fax transmission of a signature page will be considered an original signature page. At the request of a party, the other party will confirm a fax-transmitted signature page by delivering an original signature page to the requesting party.
- 6.13 Attorneys.** The parties understand that the law firm of Harris Bricken has served as legal counsel to Buyer in the negotiation of the terms of this Agreement and does not represent Seller in connection with this Agreement. Seller

acknowledges that it has consulted with its own legal counsel or has knowingly waived its right to do so.

[signature page to follow]

Dated effective July 17, 2018:

Buyer:

Australis Capital (Nevada) Inc.

“Scott Dowty”

By: Scott Dowty

Its: CEO

Seller:

AJR Builders Group, LLC

“Jason Ragsdale”

By: Jason Ragsdale

Its: Sole Member

Exhibit A

BILL OF SALE

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions, representations and warranties in the Partnership Interest Purchase Agreement between AJR Builders Group, LLC (“**Seller**”) and Australis Capital (Nevada) Inc. (“**Buyer**”) dated July 17, 2018 (the “**Agreement**”), Seller hereby sells, assigns, transfers, and conveys to Buyer 50% partnership interest in Australis Holdings LLP (the “**Partnership**”), all other partnership interest owned by Seller, and all options or other rights to acquire partnership interest in the Partnership owned or exercisable by Seller.

Nothing contained herein shall be deemed to supersede any of the exceptions, limitations, covenants, or obligations contained in or imposed by the Agreement, and to the extent that there is a conflict between the terms and provisions of this Bill of Sale and the Agreement, the terms and provisions of the Agreement shall govern.

Seller:

AJR Builders Group, LLC
By: Jason Ragsdale
Its: Sole Member