

ASSIGNMENT AND NOVATION AGREEMENT

THIS AGREEMENT made this 25th day of June, 2019 (the “**Effective Date**”).

AMONG:

BULLRUN CAPITAL INC., a company existing under the laws of British Columbia and having an office at 915 – 700 W. Pender Street, Vancouver, BC V6C 1H2

(hereinafter referred to as the “**Transferor**”)

– and –

FIRST RESPONDER TECHNOLOGIES INC., a corporation existing under the laws of the Province of British Columbia

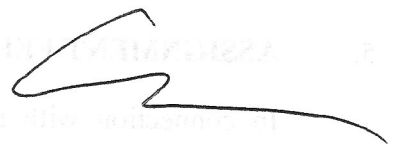
(hereinafter referred to as the “**Transferee**”)

WHEREAS the Transferor and Rutgers, The State University of New Jersey on behalf of itself and The Research Foundation for the State of New York, acting for and behalf of Binghamton University, and the trustees of Indiana University (collectively, the “**Licensors**”) are the original parties to an Exclusive License Agreement dated effective June 12, 2019, hereinafter called the “**Subject Agreement**”;

AND WHEREAS pursuant to section 13.1 of the Subject Agreement, the Transferor is entitled to transfer its rights and obligations under the Subject Agreement to the Transferee provided that the Transferor agrees to assume and be bound by such obligations and that notice of such agreement in writing be provided to Licensors;

AND WHEREAS the Transferee has agreed to assume all of the Transferor’s, rights, duties, liabilities and obligations under the Subject Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and of the respective covenants and agreements of the parties hereto, hereinafter set forth and contained, the parties hereto covenant and agree with one another as follows:



1. **RULES OF INTERPRETATION**

Capitalized terms used but not otherwise defined in this Agreement will have the meanings given to them in the Subject Agreement.

2. **ASSIGNMENT BY TRANSFEROR**

The Transferor hereby assigns, transfers, sets over and conveys unto the Transferee, from and after the Effective Date, all of its right, title, estate and interest in and to the Subject Agreement and all rights, benefits, privileges and advantages of the Transferor to be derived therefrom, to have and to hold the same unto the Transferee for its sole use and benefit absolutely in the same manner and to the same extent as if the Transferee had been originally named as a party thereto in the place and stead of the Transferor.

3. **TRANSFEEE ACCEPTS ASSIGNMENT**

The Transferee hereby accepts the within assignment and novation of the Subject Agreement and covenants and agrees with the Transferor that from and after the Effective Date it shall at all times be bound by and observe, perform and fulfill each and every covenant, agreement, term, condition, obligation and stipulation on the part of the Transferor in the Subject Agreement, reserved and contained, as if the Transferee had been originally named as a party thereto in the place and stead of the Transferor.

4. **REPRESENTATIONS AND WARRANTIES**

(a) On the Effective Date:

(i) the Transferee hereby: (1) represents and warrants that it has the power and authority to accept the assignment and novation of the Subject Agreement and to execute this Agreement; and (2) agrees to be bound by the terms of this Agreement and the Subject Agreement and to perform all of the obligations hereunder and thereunder in accordance with the terms hereof and thereof on and from the Effective Date.

(ii) the Transferor hereby represents and warrants that it has the power and authority to effect the assignment and novation of the Subject Agreement and to execute this Agreement.

(b) The Transferee represents for itself to the other as of the date that it enters into this Agreement that it is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice) of entering into this Agreement, and understands and accepts the terms and conditions and risks of this Agreement.

5. **ASSIGNMENT FEE**

In connection with the assignment to the Transferee, the Transferee agrees to issue 11,025,000 common shares in the capital of the Transferee (the "Payment Shares") as



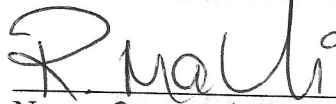
12. **COUNTERPART EXECUTION**

This Agreement may be executed in as many counterparts as are necessary and, when a counterpart has been executed by each of the parties hereto, all counterparts together shall constitute one agreement.

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

BULLRUN CAPITAL INC.

Per



Name: Raunj malhi
Title: President

FIRST RESPONDER TECHNOLOGIES INC.

Per



Name: Hal Malhi
Title: Chairman

irrevocably directed by the Transferor in Schedule "A" hereto at a deemed value of \$0.10 per Payment Share (the "Assignment Fee").

The parties agree and acknowledge that the issuance of the Payment Shares by Transferee is subject to all applicable regulatory approvals and the availability of prospectus and registration exemptions for the issuance of the Payment Shares. The parties further agree and acknowledge that certificates representing any such Payment Shares will be legended with any hold period required by any applicable securities laws, stock exchange or regulatory authority applicable to Transferee. Transferor agrees to co-operate in obtaining any such regulatory approval and will provide and consent to the disclosure of and use of such additional information (personal and otherwise) as may be required or requested by Transferee or any regulatory authority in connection with the approval process.

6. **FURTHER ASSURANCES**

The parties hereto shall, from time to time and at all times hereafter, but without further consideration, do all such further acts and execute and deliver all such further deeds and documents as shall be reasonably required in order to fully perform and carry out the terms and conditions of this Agreement.

7. **HEADINGS**

The headings of the Articles and Clauses hereto are inserted for convenience of reference only and shall not be used in any way in interpreting any provision hereof.

8. **TIME IS OF THE ESSENCE**

Time will be of the essence in this Agreement.

9. **AMENDMENTS**

No amendment, modification or waiver in respect of this Agreement will be effective unless in writing (including a writing evidenced by a facsimile transmission) and executed by each of the parties.

10. **GOVERNING LAW**

This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws in force in the Province of British Columbia and the laws of Canada applicable therein (excluding any conflict of laws rule or principle, which might refer such construction to the laws of another jurisdiction).

11. **ENUREMENT**

This Agreement will be binding upon and enure to the benefit of each party hereto and its respective heirs, executors, successors and permitted assigns.



SCHEDULE A

IRREVOCABLE DIRECTION TO ISSUE SHARES

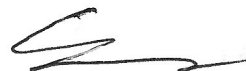
TO: FIRST RESPONDER TECHNOLOGIES INC. (“FIRST RESPONDER”)

FROM: BULLRUN CAPITAL INC. (the “COMPANY”)

Re: Issuance of Shares Pursuant to the Assignment and Novation Agreement dated June 25, 2019 between First Responder and the Company (the “Agreement”)

The Company, on behalf of itself and the individuals below, hereby authorizes and irrevocably directs First Responder to issue the 11,025,000 common shares in the capital stock of First Responder (the “Payment Shares”) payable to the Company, pursuant to the Agreement, as follows:

Registration Instructions and Residential Address	Number of Shares Issued Pursuant to Section 5(b) of the Agreement
Rauni Malhi 10589 Ladner Truck Road Delta, British Columbia V4G 1K2	5,000,000
Bullrun Capital Inc. 915 – 700 W. Pender Street Vancouver, BC V6C 1H2	5,000,000
Baljinder Brar 10944 80 Avenue Delta, BC V4K 1W3	150,000
Mark Williams 31 Bunton Court Winnipeg, MB R3X 1K4	100,000
Chris Moreau 47 Hind Avenue Winnipeg, MB R3J 2P5	100,000
Jaswinder Brar 11175 Larson Road Delta, BC V4S 1S4	50,000
Bev Busson	100,000

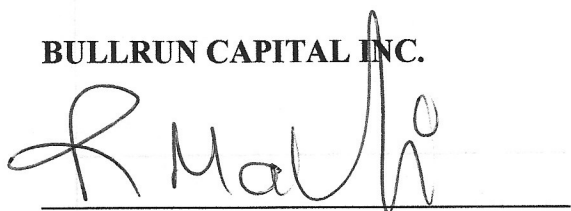


2405 Blind Bay Road Blind Bay, BC V0E 1H2	
Rajinder Brar 10944 80A Avenue Delta, BC V4K 1W3	75,000
Lyle McLellan 1605 – 1438 Richards Street Vancouver, BC V6Z 3B8	100,000
Mackenzie Elliot Bowell 107 – 2211 West 5 th Avenue Vancouver, BC V6K 1S4	100,000
TOTAL	10,775,000

The Company, on behalf of itself and the shareholders of the Company, confirms that the issuance of the Payment Shares as directed above, will be full and complete satisfaction of the obligation of First Responder under Section 5 of the Agreement.

DATED June 25, 2019.

BULLRUN CAPITAL INC.



Per: Rauni Malhi

