

SHARE EXCHANGE AGREEMENT

THIS AGREEMENT is dated as of June 2nd, 2020 by and

AMONG:

BIOVAXYS INC., a corporation existing under the laws of the State of Delaware and having a registered office located at 1000 N King Street, Wilmington, DE 19801 (the “**Company**”);

AND:

EACH OF THOSE STOCKHOLDERS OF THE COMPANY SET FORTH ON SCHEDULE A TO THIS AGREEMENT (collectively, the “**Vendors**”);

AND:

LIONS BAY MINING CORP., a company existing under the laws of the Province of British Columbia and having an office located at 905 W Pender Street, Suite 503, Vancouver, British Columbia, V6C 1L6 (the “**Purchaser**”).

WHEREAS:

A. Pursuant to a letter of intent (the “**LOI**”) dated April 17, 2020, between the Company and the Purchaser, the Purchaser agreed to acquire all of the issued and outstanding equity of the Company;

B. Each of the Vendors are the registered and beneficial owners of one-hundred percent (100%) of the right, title and interest in and to the respective Vendors Shares (as hereafter defined) which in the aggregate represent all of the issued and outstanding Company Shares as of the date of this Agreement; and

C. Each of the Vendors has respectively agreed to sell to the Purchaser, and the Purchaser has agreed to respectively purchase from each of the Vendors, one-hundred percent (100%) right, title and interest in and to all of the respective Vendors Shares pursuant to the terms and conditions of this Agreement (the “**Transaction**”);

NOW THEREFORE, this Agreement witnesses that in consideration of the premises and mutual covenants contained herein, payment by Purchaser to the Vendors of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each party hereto, the parties agree as follows:

1. Definitions and Interpretation

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

- (a) “**Adverse Interests**” means any lien, charge, mortgage, hypothec, pledge, assignment, option, lease, sublease, right to possession, or other security interest, encumbrance or adverse right, restriction or interest of any nature or kind.
- (b) “**Applicable Law**” means:
 - (i) any domestic or foreign statute, law (including common and civil law), code, ordinance, rule, regulation, restriction or bylaw; or
 - (ii) any judgment, order, ruling, decision, writ, decree, injunction or award, of any governmental entity, statutory body or self-regulatory authority (including a stock exchange), to the extent that the same is legally binding on the person referred to in the context in which the term is used.
- (c) “**Authorization**” means, with respect to the Company, any order, permit, certification, accreditation, approval, consent, waiver, license or similar authorization of any Governmental Entity or standards-setting organization, whether by expiry or termination of an applicable waiting period or otherwise, that is binding upon or applicable to the Company or its Business.
- (d) “**Business**” means the business presently conducted by the Company which is the development of viral and oncology therapeutic platforms.
- (e) “**Closing**” means the completion of the Transaction contemplated by this Agreement in accordance with the terms and conditions of this Agreement.
- (f) “**Closing Date**” means the date on which the Closing occurs.
- (g) “**Company**” means BioVaxys Inc., a corporation incorporated under the laws of the State of Delaware.
- (h) “**Company Advisors**” means Albert Contardi, Sam Charanek, Vindemy Advisors, Ltd., and Pimlico Partners LLC.
- (i) “**Company Advisory Agreements**” means the agreements entered into by the Company pursuant to which the Company has agreed, subject to the consummation of the Closing of the Transaction: [Redacted: Confidential information]
- (j) “**Company Shares**” means the shares of common stock of the Company.
- (k) “**Consideration Shares**” means the Purchaser Shares issued in consideration for the Vendors Shares and the Purchaser Shares issued to the Company Advisors pursuant to the Company Advisory Agreements, pursuant to the terms of this Agreement.
- (l) “**Contracts**” means any contract, agreement, license, sub-license, franchise, lease, agreement, commitment, understanding, joint venture, partnership or other right or written obligation to which a party or any of its subsidiaries is a party or by which

it or any of its subsidiaries is bound or affected or to which any of their respective properties or assets is subject.

- (m) “**Disclosure Document**” mean a disclosure document relating to the Transaction, the Purchaser, the Company and the Business and containing the information required by National Instrument 41-101- *General Prospectus Requirements*;
- (n) “**End Date**” means September 30, 2020 or such other date as may be agreed to in writing by the Company and Purchaser.
- (o) “**Exchange**” means the Canadian Securities Exchange.
- (p) “**Exchange Approval**” means the Exchange's final acceptance of this Agreement and final approval of the Transaction.
- (q) “**Escrow Agreement**” means the escrow agreement required by the Exchange and prepared in accordance with National Policy 46-201 – *Escrow for Initial Public Offerings*;
- (r) “**Government Authority**” means: (i) any multinational, federal, provincial, territorial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, board, ministry bureau, agency or entity, domestic or foreign; (ii) any stock exchange; (iii) any subdivision, agent, commission, board or authority of any of the foregoing; or (iv) any quasi-governmental or private body; including any tribunal, commission, regulatory agency or self-regulatory organization, exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing.
- (s) “**Intellectual Property**” shall mean the domestic and foreign rights of the Company in and to:
 - (i) the patents and patent applications in any country or region, including reissues, provisionals, divisions, continuations, renewals, re-examinations, extensions and continuations-in-part thereof;
 - (ii) inventions (whether patentable or not), invention disclosures, improvements, discoveries, trade secrets, know-how, methods, processes, designs, technology, technical data, schematics and formulae, and documentation relating to any of the foregoing;
 - (iii) copyrights, copyright registrations and applications for copyright registration and all copyrightable works (including databases and other compilations of information, mask works and semiconductor chip rights), and all other rights corresponding thereto throughout the world;
 - (iv) all know-how, trade secrets, confidential information, customer lists, software, technical information, research and development data, laboratory results, process technology, plans, drawings and blue prints owned, used, or licensed by the Company (collectively, the “**Trade Secrets**”);

- (v) trade names, business names, corporate names, domain names, website names and world wide web addresses, common law trademarks, trademark registrations, trademark applications, trade dress and logos, and the goodwill associated with any of the foregoing; and
- (vi) any other intellectual property and industry property.
- (t) **“Legal Proceeding”** means any action, suit, claim, litigation, complaint, grievance, application, arbitration, inquiry, investigation, hearing or other civil, criminal, regulatory, or administrative proceeding or other similar proceeding, at law or in equity, before or by any court, agency, commission, tribunal, panel or other judicial, governmental or administrative body or authority and includes any appeal or review thereof and any application or leave for appeal or review.
- (u) **“Loans”** means any written debt obligation payable by the Company to the Purchaser.
- (v) **“Material Adverse Effect”** means an effect, change, event, occurrence, fact or circumstance that, individually or in the aggregate with another such effect, change, event, occurrence, fact or circumstance, is or would be reasonably expected to be material and adverse to the business, affairs, operations, property, assets, liabilities, financial condition, financial results, capital or prospects (financial or otherwise) of the Company or which could or could be reasonably expected to prevent, materially delay or materially impair the ability of the respective parties to complete the transactions contemplated by this Agreement and to otherwise consummate the transactions contemplated in this Agreement, except any such effect resulting from or arising in connection with:
 - (i) any adoption, implementation, proposal or change in applicable law or any interpretation thereof by any governmental entity;
 - (ii) any change in global, national or regional political conditions (including the outbreak of war or acts of terrorism) or in national or global financial or capital markets or in general economic, business, political, regulatory or market conditions;
 - (iii) any natural disaster; and
 - (iv) the announcement of this Agreement or any transactions contemplated herein, or otherwise contemplated by or arising as a result of the terms of this Agreement;
- (w) provided, however, that with respect to clauses (ii) and (iii), such matter does not have a materially disproportionate effect on the Company, taken as a whole, relative to other comparable companies and entities operating in the industries in which the Company operates.
- (x) **“Material Contracts”** shall mean (a) all Contracts under which, as of and from the Closing Date, either the Company or the Purchaser would be required to perform

services, deliver products or make payments with a value of more than \$30,000 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 \$30,000 within any twelve month period; (b) all continuing Contracts to which either is party for the purchase of materials, supplies, equipment or services which requires payment under that Contract of more than \$30,000 as of and from the Closing Date, except for purchases of inventories or services in the ordinary course of the business 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; (c) all Contracts pursuant to which material Intellectual Property is licensed by the Company or any predecessor in title; (d) all Contracts pursuant to which loans, credit facilities, grants, subsidiaries and other forms of financial assistance in an amount in excess of \$30,000 are made available to either, and (e) all or licensing Contracts which the Company estimates will generate revenues in excess of \$30,000 during the current fiscal year.

- (y) “**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 Governmental Authority.
- (z) “**Owned IP**” means the patents and applications set forth on Exhibit A, owned by the Company, and any Patent Rights related thereto.
- (aa) “**Licensed IP**” means the patents and applications set forth on Exhibit B, licensed to the Company under the Exclusive License Agreement between TJU and Autologous Vaccines Holdings, LLC dated April 25, 2018 (the “**License Agreement**”).
- (bb) “**Patent Rights**” means the rights and interests in and to all present and future U.S. and foreign (a) patents, including certificates of invention, registrations, reissues, extensions, restorations, substitutions, confirmations, renewals, re-registrations, re-examinations, revalidations, supplementary protection certificates, patents of additions or like filing thereof; and (b) patent applications, including provisional, converted provisional, non-provisional, continued prosecution application, continuation, divisional or continuation-in-part thereof, any patents issuing therefrom, and any substitution, extension, restoration, registration, confirmation, reissue, re-examination, renewal, re-registration, revalidation, supplementary protection certificate or like filing thereof.
- (cc) “**Permit**” means any license, permit, certificate, consent, Order, grant, approval, agreement, classification, restriction, registration or other authorization of, form or required by any Governmental Authority.
- (dd) “**Purchaser**” means Lions Bay Mining Corp., a corporation existing under the laws of the Province of British Columbia and listed on the Exchange.
- (ee) “**Purchaser Advisory Agreements**” means the agreements entered into by the Purchaser pursuant to which the Purchaser has agreed (i) to issue 1,300,000

Purchaser Shares to Sturgeon Capital Corp. and pay a cash advisory fee on Closing; and (ii) to issue 800,000 Purchaser Shares to Saman Shahrokhi and pay a cash advisory fee on Closing.

- (ff) **“Purchaser Financing”** means a private placement of Purchaser Units to raise gross proceeds of not less than \$3,000,000 at price of not less than \$0.20 per Purchaser Unit.
- (gg) **“Purchaser Shareholder Approval”** means approval of the Transaction by a majority of the shareholders of the Purchaser as required pursuant to the policies of the Exchange.
- (hh) **“Purchaser Shares”** means the common shares in the capital of the Purchaser traded on the Exchange under the symbol LBM.
- (ii) **“Purchaser Units”** means units consisting of one Purchaser Share and one half of common share purchase warrant;
- (jj) **“Schedules”** shall mean the Schedules attached hereto. The following is a list of the Schedules attached hereto and which are herein incorporated by reference:
 - Schedule A – List of Vendors, Company Advisors and TJU
 - Schedule B – Disclosure Schedules
 - Schedule C – Purchaser Capitalization
- (kk) **“Survival Period”** has the meaning set out in Section 4.4.
- (ll) **“TJU”** means Thomas Jefferson University.
- (mm) **“TJU Consideration Shares”** means the Purchaser Shares issued in consideration for the TJU Shares, pursuant to the terms of the TJU Exchange Agreement, in such amount as set forth in Schedule A hereto.
- (nn) **“TJU Exchange Agreement”** means a share exchange agreement providing for the purchase of the TJU Shares by Purchaser in exchange for the TJU Consideration Shares in a form reasonable acceptable to the Company, TJU and Purchaser.
- (oo) **“TJU Shares”** means [75,000] Company Shares to be issued to TJU after the date of this Agreement pursuant to the exercise of the TJU Warrant.
- (pp) **“TJU Warrant”** means that certain Warrant Certificate, effective April 25, 2018, outstanding as of the date of this Agreement, issued by the Company to TJU granting TJU a right to purchase equity interests in the Company.
- (qq) **“Vendors”** means collectively, James Passin LLC, Kenneth Kovan, and David Berd.
- (rr) **“Vendors Shares”** means 1,800,000 Company Shares held by the Vendors, as applicable, in such respective amounts as are set forth in Schedule A hereto.

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

- (a) the division of this Agreement into articles, sections and other subdivisions and the use of headings are for convenience only and are not intended to define, interpret or limit the scope, extent or intent of this Agreement;
- (b) all references in this Agreement to “articles”, “sections” and other subdivisions or Schedules are to the designated articles, sections or other subdivisions or Schedules of this Agreement;
- (c) the words “hereof”, “hereto”, “herein”, “hereby”, “herewith” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular article, section or other subdivision;
- (d) the word “or” is not exclusive and the word “including” is not limiting (whether or not non-limiting language is used with reference thereto);
- (e) the words “written” or “in writing” include printing, typewriting or any electronic means of communication capable of being visibly reproduced at the point of reception including telex, telegraph, telecopy, facsimile or e-mail;
- (f) a “day” shall refer to a calendar day, and references to a “business day” shall refer to days on which banks are ordinarily open for business in Vancouver, British Columbia, other than a Saturday or a Sunday; in calculating all time periods the first day of a period is not included and the last day is included, and if a date is or a time period ends on a day which is not a business day, such date will be extended and the time period will be deemed to expire on the next business day;
- (g) all references to “\$” or “dollars” are references to the lawful currency of Canada;
- (h) any reference to a statute is a reference to the applicable statute and to any regulations made pursuant thereto and includes all amendments made thereto and in force from time to time and any statute or regulation that has the effect of supplementing or superseding such statute or regulation;
- (i) words importing individuals include bodies corporate and other artificial entities, and vice versa; words importing gender include the other gender; words importing one form of body corporate or artificial entity include all other forms of bodies corporate or artificial entities; and words importing the singular includes the plural, and vice versa; and
- (j) the rule of construction to the effect that any ambiguity is to be resolved against the drafting party shall not be applicable in the construction or interpretation of any of the terms and conditions of this Agreement.

2. Purchase and Sale

2.1 Subject to the terms and conditions of this Agreement, at the Closing, each Vendor shall respectively sell, assign and transfer to the Purchaser, and the Purchaser shall purchase from each respective Vendor, one-hundred percent (100%) of the right, title and interest in and to their respective Vendors Shares (which in the aggregate represent all of the issued and outstanding Company Shares as of the date of this Agreement), free and clear of all Adverse Interests.

2.2 In consideration for the Vendors Shares and the TJU Shares, the Purchaser shall issue to the Vendors an aggregate of 24,151,200 Consideration Shares, shall issue to the Company Advisors an aggregate of 3,688,800 Consideration Shares and, pursuant to the TJU Exchange Agreement, shall issue to TJU 1,160,000 Purchaser Shares, at the Closing, duly registered, in accordance with, and in such amounts as set forth in Schedule A hereto.

2.3 The parties hereby acknowledge and declare their common intention that the transfer of the Vendors Shares contemplated herein shall take place on a fully-deferred basis for the purposes of the *Income Tax Act* (Canada), pursuant to the provisions of section 85.1 of the *Income Tax Act* (Canada).

3. Additional Covenants

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

- (a) conduct their business and affairs in a manner such that its respective representations and warranties made by it herein remain true prior to Closing, and to promptly notify the other parties should any representation and warranty made by it herein cease to be true;
- (b) perform and observe the covenants made by it herein;
- (c) cooperate with and assist in obtaining the Exchange Approval and Shareholder Approval and with respect to matters reasonably necessary to obtain same to the extent such cooperation and assistance is within such parties power; and
- (d) perform and observe matters required to satisfy any other conditions precedent to the completion of the transactions contemplated by this Agreement.

3.2 During the period commencing upon the signing of this Agreement and ending upon the Closing Date, the Purchaser shall not, without the prior written consent of the Company (which consent shall not be unreasonably withheld, conditioned or delayed), (i) create, or authorize the creation of, or issue or obligate itself to issue common shares of the Purchaser, or securities convertible into shares of capital stock of Purchaser except for: (A) issuances of shares of common shares pursuant to convertible securities of Purchaser providing for such issuances which are outstanding as of the date of this Agreement; (B) pursuant to the Purchaser Financing; (C) pursuant to the Purchaser Advisory Agreements, and (D) pursuant to the TJU Exchange Agreement, or (ii) create, or authorize the creation of, or issue, or authorize the issuance of any debt security or create any lien or security interest (except for purchase money liens or statutory liens of landlords, mechanics, materialmen, workmen, warehousemen and other similar persons arising or incurred

in the ordinary course of business) or incur other indebtedness for borrowed money, including but not limited to obligations and contingent obligations under guarantees.

3.3 Upon the signing of this Agreement, Purchaser and the Company shall work together in good faith and use commercially reasonable efforts to:

- (a) obtain the Exchange Approval and the Shareholder Approval by the End Date including, without limiting the generality of the foregoing, in the preparation of the Disclosure Document; and
- (b) provide all necessary information concerning Company, including financial statements, that is required by the Exchange to be included by the Purchaser in the Disclosure Document or other related documents to the Purchaser in writing, and shall use commercially reasonable efforts to ensure that such information does not contain any misrepresentation.

3.4 Upon the signing of this Agreement, the Company and Purchaser shall work in good faith and use commercially reasonable efforts to: (i) facilitate the exercise of the TJU Warrant by TJU prior to the Closing Date and upon the exercise of the Warrant issue to TJU the TJU Shares (the “**TJU Issuance**”); (ii) facilitate TJU entering into the TJU Exchange Agreement; and (iii) obtain the consent of TJU for the Company to transfer the License Agreement as a result of the Closing of the Transaction (“**Assignment Consent**”).

4. Representations and Warranties

4.1 Each of the Vendors, severally and not jointly, each on their own behalf, respectively represents and warrants to the Purchaser that, the following representations are true and complete as of the date of the Closing, except as otherwise indicated.

- (a) if it is not an individual, it is duly formed, validly existing and in good standing under the laws of its jurisdiction of formation, or if it is an individual, it is of full age of majority;
- (b) it has the legal power and capacity and has taken all necessary action and has obtained all necessary approvals to enter into and execute this Agreement and to carry out its obligations hereunder;
- (c) it has duly executed this Agreement and this Agreement constitutes a legal, valid and binding obligation of it enforceable against it in accordance with the Agreement's terms;
- (d) to its knowledge neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated herein by the Vendors will constitute or result in a breach of or default under, or create a state of facts which after notice or lapse of time or both will constitute or result in a breach of or default under, or will otherwise conflict with (i) if it is not an individual, its constituting documents or any resolutions of its directors, stockholders or other stakeholders, (ii) any indenture, agreement or instrument to which it is a party or by which it is

bound, or (iii) any Applicable Laws or orders, rulings or other judgments or decisions of a court or regulatory authority having jurisdiction over it;

- (e) it is the registered holder and beneficial owner of one-hundred percent (100%) right, title and interest in and to its respective Vendors Shares as indicated in Schedule A hereto; it has good and marketable title to such Vendors Shares free and clear of all Adverse Interests; its Vendors Shares are validly issued and outstanding as fully paid and non-assessable securities in the capital of the Company; it holds no other shares in the capital of the Company other than such Vendors Shares; and it holds no right, privilege, option, warrant or agreement to purchase or otherwise acquire, directly or indirectly, any other shares in the capital of the Company;
- (f) it acknowledges that the issuance of the Consideration Shares is conditional upon such issuance being exempt from the prospectus and registration requirements of securities laws in Canada and the United States and represents it is an “accredited investor” within the meaning of National Instrument 45-106- *Prospectus Requirements* and within the meaning of Rule 501(a) of Regulation D and, at Closing, will be required to deliver certifications attesting to such fact (the “**Accredited Investor Certificates**”);
- (g) it acknowledges the Consideration Shares will be subject to statutory resale restrictions under the securities law of Canada and the United States and, if the Vendor will be a “principal” (as such term is defined pursuant to the policies of the Exchange) of the Purchaser following the Transaction, the Vendor will be required to enter into the Escrow Agreement;
- (h) no person has any right, privilege, option, warrant or agreement, contingent or otherwise, or any of the foregoing capable of become any right, privilege, option, warrant or agreement, to purchase or otherwise acquire, directly or indirectly, any of its respective Vendors Shares or any interest or entitlement therein (other than as provided by this Agreement); and
- (i) except for the Stockholders Agreement of the Company dated May [29], 2020, it is not a party to any unanimous stockholders agreement, escrow agreement, pooling agreement, voting trust or similar arrangements or obligations in respect of its respective Vendors Shares or any other securities of the Company.
- (j) represents and warrants to the Purchaser that except as set forth on the Disclosure Schedule attached as Schedule B to this Agreement, which exceptions shall be deemed to be part of the representations and warranties made thereunder, the representations of the Company set forth in Section 4.2 are true and complete as of the date of the Closing, except as otherwise indicated.

4.2 The Company represents and warrants to the Purchaser that except as set forth on the Disclosure Schedule attached as Schedule B to this Agreement, which exceptions shall be deemed to be part of the representations and warranties made hereunder, the following representations are true and complete as of the date of the Closing, except as otherwise indicated. The Disclosure

Schedule shall be arranged in sections corresponding to the numbered and lettered sections and subsections contained in this Section 4.2, and the disclosures in any section or subsection of the Disclosure Schedule shall qualify other sections and subsections in this Section 4.2 only to the extent it is readily apparent from a reading of the disclosure that such disclosure is applicable to such other sections and subsections:

- (a) the Company is duly formed, validly existing and in good standing under the laws of State of Delaware;
- (b) the Company has the corporate power and capacity and has taken all necessary corporate action and has obtained all necessary approvals to own and lease its property and assets, to conduct its business as presently conducted, and to enter into and execute this Agreement, and to carry out its respective obligations under each;
- (c) the Company has duly executed this Agreement and this Agreement constitutes a legal, valid and binding obligation of it enforceable against it in accordance with the Agreement's terms except that (i) enforceability may be limited by bankruptcy, insolvency or other laws affecting creditors' rights generally; (ii) equitable remedies, including the remedies of specific performance and injunctive relief, are available only in the discretion of the applicable court; (iii) rights of indemnity and contribution hereunder may be limited under applicable law; and (iv) a court may stay proceedings before them by virtue of equitable or statutory powers;
- (d) provided the conditions to Closing, as set out in Section 5.3, are satisfied, neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated herein will constitute or result in a breach of or default under, or create a state of facts which after notice or lapse of time or both will constitute or result in a breach of or default under, or will otherwise conflict with (i) any of the Company's constituting documents or any resolutions of its directors, stockholders or other stakeholders, (ii) any indenture, agreement or instrument to which the Company is a party or by which it is bound (or otherwise cause a forfeiture of rights or accelerate any performance required thereby), or (iii) to the knowledge of the Company, any Applicable Laws or orders, rulings or other judgments or decisions of a court or regulatory authority having jurisdiction over the Company; in each case that may result in a Material Adverse Effect;
- (e) the Company's authorized capital consists of 10,000,000 Company Shares, of which 1,800,000 Company Shares are validly issued and outstanding as of the date of this Agreement, all of which are either held by the Vendors and all in proportions set out in Schedule A hereto, and no other shares are issued and outstanding as of the date of this Agreement;
- (f) except as contemplated herein, as of the Closing Date, no person shall have any right, privilege, option, warrant or agreement, contingent or otherwise, or any of the foregoing capable of become any right, privilege, option, warrant or agreement, to purchase or otherwise acquire, directly or indirectly, any Company Shares or any other shares in the capital of the Company from the treasury of the Company;

- (g) Except as set forth on Section 4.2(g) of the Disclosure Schedule, it is not a party to any unanimous stockholders agreement, escrow agreement, pooling agreement, voting trust or similar arrangements or obligations in respect of the Company Shares or any other securities of the Company;
- (h) to the knowledge of the Company, the operations of the Company have been conducted in all material respects in compliance with all Applicable Laws of each jurisdiction in which the Company owns or leases property or assets or carries on business, in accordance with industry standards, and the Company has not received any written notice of and knows of no state of facts which would constitute or result in any such violation of any such laws;
- (i) the Company has obtained and is in possession of Authorizations necessary to conduct its Business and Section 4.2(i) of the Disclosure Schedules contains a complete and accurate list of such Authorizations;
- (j) to the knowledge of the Company, the financial records of the Company present fairly the financial condition of the Company as of the date and for the periods indicated therein;
- (k) there are no actual, pending, contingent or, to the knowledge of the Company, threatened Legal Proceedings which, individually or in the aggregate, may result in or could reasonably be expected to have a Material Adverse Effect on the business, affairs, operations, property, assets, liabilities, financial condition, financial results, capital or prospects (financial or otherwise) of the Company;
- (l) the Company is not subject to any cease trade or other order of any applicable securities regulatory authority or stock exchange and, to the knowledge of the Company, no Legal Proceedings involving the Company which may operate to prevent or restrict trading of any securities of the Company or otherwise prevent or restrict the completion of the transactions contemplated herein are currently in progress, pending, contingent or threatened before any applicable securities regulatory authority or stock exchange;
- (m) except as set forth in Section 4.2(m) of the Disclosure Schedule, the Company has not entered into any agreement or arrangement, written or oral, that would entitle any person to any claim against the Company for a brokerage or finder fee, commission or other compensation, or any like payment, in respect of this Agreement and the transactions contemplated herein;
- (n) the Company has made available to the Purchaser all the information reasonably available to the Company that the Purchaser has requested in writing for deciding whether to acquire the Vendor Shares, including certain of the Company's projections describing its proposed business plan (the "**Business Plan**"). No representation or warranty of the Company contained in this Agreement, as qualified by the Disclosure Schedule, and no certificate furnished or to be furnished to Purchaser at the Closing contains any untrue statement of a material fact or, to the Company's knowledge, omits to state a material fact necessary in order to make

the statements contained herein or therein not misleading in light of the circumstances under which they were made. The Business Plan was prepared in good faith; however, the Company does not warrant that it will achieve any results projected in the Business Plan.

- (o) except as disclosed in Section 4.2(o) of the Disclosure Schedules, the Company owns, leases or licenses all material tangible assets (whether moveable or personal) that are necessary or required to conduct its business as it now presently conducted, free and clear of any liens;
- (p) Intellectual Property.
 - (i) Section 4.2(p)(i) of the Disclosure Schedules sets forth a true, accurate and complete list of all its material Owned IP and Licensed IP and sets out true, accurate and complete particulars of all registrations or applications for registration of such material Owned IP and Licensed IP;
 - (ii) Except as set forth on Section 4.2(p)(ii) of the Disclosure Schedules, the Company is the beneficial owner of Owned IP, free and clear of all liens. To the knowledge of the Company, the Company has taken commercially reasonable steps to protect the Company's rights in and to Owned IP, in each case in accordance with industry practice;
 - (iii) Except as set forth in the on Section 4.2(p)(iii) of the Disclosure Schedules, the Company is not a party to or bound by any Contract or other obligation that limits or impairs its ability to use, sell, transfer, assign or convey, or that otherwise affects, Owned IP. Except as set forth on Section 4.2(r)(iii) of the Disclosure Schedules, or in the ordinary course of business, the Company has not granted to any person any right, license or permission to use all or any portion of, or otherwise encumbered any of its rights in, or to Owned IP or Licensed IP.
 - (iv) Except as set forth on Section 4.2(p)(iv) of the Disclosure Schedules, no claims have been asserted or are threatened by any person alleging that the conduct of the Company's business, including the use of Owned IP or the Licensed IP, infringes upon any of their intellectual property rights. To the knowledge of the Company, there are no valid grounds for any such bona fide claims by any such persons alleging a conflict with or infringement of their intellectual property rights;
 - (v) Except as set forth in Section 4.2(p)(v) of the Disclosure Schedules, the transaction contemplated by this Agreement and the continued operation of the Business will not violate or breach the terms of the License Agreement or entitle the licensor under the License Agreement to terminate or modify such license agreement;
 - (vi) The Owned IP and Licensed IP constitute Intellectual Property used in the conduct of the Business as presently conducted. Except as set forth on

Section 4.2(p)(vi) of the Disclosure Schedules, following Closing, the Company will be entitled to continue to use, practice and exercise rights in, Owned IP and Licensed IP, to the same extent and in the same manner as prior to Closing; and

- (vii) Except as set forth on Section 4.2(p)(vii) of the Disclosure Schedules, to the knowledge of the Company, no person is currently infringing or otherwise violating any of Owned IP and Licensed IP.

For the avoidance of doubt, the Purchaser acknowledges and agrees that this Section 4.2(p) sets forth all representations and warranties with respect to the Owned IP and the Licensed IP and no other representation or warranty set forth in this Agreement is with respect to the Owned IP and the Licensed IP.

- (q) Section 4.2(q) of the Disclosure Schedules sets forth a true and complete list of all Material Contracts (including, amendments thereto) to which the Company is party or by which it is bound. To the knowledge of the Company, except as set forth on Section 4.2(q) of the Disclosure Schedules, (a) each such Material Contracts constitutes legal, valid and binding obligations of the parties thereto other than the Company enforceable against each of them in accordance with its terms, and (b) no such party to such Material Contracts is in material breach or material default thereunder. Except as set forth on Section 4.2(q) of the Disclosure Schedules, (i) each Material Contract constitutes a legal, valid and binding obligation of the Company as applicable, enforceable against such person in accordance with its terms, and (ii) the Company is not in material breach or material default under, and the consummation of the Transactions would not cause a material breach, or constitute a material default under, any Material Contracts, except, in each case, where such breach or default would not have a Material Adverse Effect. True, accurate and complete copies in all material respects of all Material Contracts or where the Contracts are verbal, true, accurate and complete summaries in all material respects of their terms, have been provided to the Purchaser.
- (r) Except as disclosed in Section 4.2(r) of the Disclosure Schedules, there are no material liabilities or obligations of the Company of any kind whatsoever, whether accrued, contingent, absolute, determined, determinable or otherwise, other than liabilities or obligations in the ordinary course.

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

- (a) the Purchaser is duly formed, validly existing and in good standing under the laws of the Province of British Columbia and is not in default of any requirements of the Exchange;
- (b) the Purchaser has the corporate power and capacity and has taken all necessary corporate action and has obtained all necessary approvals to own and lease its property and assets, to conduct its business as presently conducted, and to enter into

and execute this Agreement and to carry out its obligations hereunder (other than Exchange Approval);

- (c) the Purchaser has duly executed this Agreement and this Agreement constitutes a legal, valid and binding obligation of it enforceable against it in accordance with the Agreement's terms except that (i) enforceability may be limited by bankruptcy, insolvency or other laws affecting creditors' rights generally; (ii) equitable remedies, including the remedies of specific performance and injunctive relief, are available only in the discretion of the applicable court; (iii) rights of indemnity and contribution hereunder may be limited under applicable law; and (iv) a court may stay proceedings before them by virtue of equitable or statutory powers;
- (d) neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated herein will constitute or result in a breach of or default under, or create a state of facts which after notice or lapse of time or both will constitute or result in a breach of or default under, or will otherwise conflict with (i) the Purchaser's constituting documents or any resolutions of its directors, stockholders or other stakeholders, (ii) any indenture, agreement or instrument to which the Purchaser is a party or by which it is bound (or otherwise cause a forfeiture of rights or accelerate any performance required thereby), or (iii) any Applicable Laws or orders, rulings or other judgments or decisions of a court or regulatory authority having jurisdiction over the Purchaser;
- (e) the Purchaser is a reporting issuer in the Provinces of British Columbia, Alberta, and Ontario and the Purchaser Shares are listed for trading on the Exchange;
- (f) Schedule C sets forth the complete and accurate capitalization of the Purchaser immediately prior to the signing of this Agreement and immediately prior to Closing assuming completion of the Purchaser Financing. Except as is set out in Schedule C are no outstanding options, warrants, rights (including conversion or preemptive rights and rights of first refusal or similar rights) or agreements, orally or in writing, to purchase or acquire from the Purchaser any equity interests in Purchaser, or any securities convertible into or exchangeable for equity interests in Purchaser;
- (g) there are no actual, pending, contingent or, to the knowledge of the Purchaser, threatened Legal Proceedings which, individually or in the aggregate, may result in or could reasonably be expected to have a Material Adverse Effect on the business, affairs, operations, property, assets, liabilities, financial condition, financial results, capital or prospects (financial or otherwise) of the Purchaser;
- (h) the Purchaser is not subject to any cease trade or other order of any applicable securities regulatory authority or stock exchange and, to the knowledge of the Purchaser, no Legal Proceedings involving the Purchaser which may operate to prevent or restrict trading of any securities of the Purchaser or otherwise prevent or restrict the completion of the transactions contemplated herein are currently in progress, pending, contingent or threatened before any applicable securities regulatory authority or stock exchange;

- (i) other than pursuant to the Purchaser Advisory Agreements and in connection with the Purchaser Financing, the Purchaser has not entered into any agreement or arrangement, written or oral, that would entitle any person to any claim against the Purchaser for a brokerage or finder fee, commission or other compensation, or any like payment, in respect of this Agreement and the transactions contemplated herein;
- (j) the Purchaser is in compliance with its timely disclosure obligations under Applicable Laws, including stock exchange regulations, and no order ceasing or suspending trading in securities of the Purchaser or prohibiting the transactions contemplated hereby has been issued and no proceedings for such purpose are ongoing or pending, or to the best knowledge of the Purchaser, threatened;
- (k) on Closing, the Consideration Shares will be issued to the Vendors and the Company Advisors, as the case may be, as fully paid and non-assessable common shares in the capital of the Purchaser, and will be duly registered in the names of the Vendors in the books and registers of the Purchaser;
- (l) the forms, reports, news releases, financial statements and other documents filed by the Purchaser on SEDAR (System for Electronic Document Analysis and Retrieval), taken as a whole, do not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; and
- (m) The Purchaser acknowledges that it has received all the information it considers necessary to enable it to make an informed decision concerning its purchase of the Vendor Shares. The Purchaser further represents that it has had an opportunity to ask questions and receive answers from the Company regarding the terms and conditions of this Agreement.
- (n) Purchaser acknowledges and agrees that it has conducted to its satisfaction its own independent investigation of the transactions contemplated hereby and, in making its determination to enter into this Agreement and proceed with the transactions contemplated hereby, has relied solely on the results of such independent investigation and the representations and warranties expressly set forth in this Article IV (as modified by the Disclosure Schedule).

4.4 Except for the representations and warranties contained in this Article IV (including the related portion of the Disclosure Schedule), each of the Company and the Vendors, respectively, have not made and does not make any other express or implied representation or warranty as to the accuracy or completeness of any information furnished or made available to Purchaser, or as to the future revenue, profitability or success of the Company, or any representation or warranty arising from statute or otherwise in law.

4.5 The representations and warranties set out herein shall survive the Closing and, notwithstanding any investigation made by or on behalf of a party hereto and the occurrence of the

Closing, shall continue in full force and effect for a period of eighteen months following the Closing Date (the “**Survival Period**”).

5. Conditions of Closing

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

- (a) the representations and warranties of the Purchaser in this Agreement shall be true and correct in all material respects as of the signing of this Agreement and as of the Closing Date;
- (b) the covenants and conditions of the Purchaser to be performed and observed in this Agreement prior to or at Closing shall have been performed and observed in all material respects;
- (c) the receipt of the Exchange Approval, Shareholder Approval and any other consents contemplated by this Agreement or otherwise necessary for this Agreement and the completion of the transactions contemplated herein, and the Consideration Shares and the TJU Consideration Shares having been approved for listing on the Exchange, and all such approvals being in full force and effect;
- (d) the Purchaser Financing shall have been completed;
- (e) the TJU Issuance shall have been completed;
- (f) the TJU Exchange Agreement shall have been executed by TJU and Purchaser and upon Closing the TJU Consideration Shares shall be issued to TJU by Purchaser pursuant to the TJU Exchange Agreement;
- (g) the Assignment Consent shall have been obtained from TJU;
- (h) there shall have been no event or change that has had or would be reasonably likely to have a Material Adverse Effect on the Purchaser;
- (i) there shall have been no order made or any Legal Proceedings commenced or threatened for the purpose, or which could have the effect, of preventing or restraining the completion of the transactions contemplated by this Agreement; and
- (j) the Closing Date occurs prior to the End Date.

5.2 If any condition in Section 5.1 has not been fulfilled or if any such condition is or becomes impossible to satisfy, other than as a result of the failure of the Vendors or the Company to comply with their obligations under this Agreement, then the Company may, without limiting any rights or remedies available at law or in equity, either:

- (a) terminate this Agreement by notice to the Purchaser; or

- (b) waive compliance with any such condition without prejudice to its right of termination in the event of the non-fulfillment of any other condition for its benefit.

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

- (a) the representations and warranties of the Vendors and the Company in this Agreement shall be true and correct in all material respects at the Closing;
- (b) the covenants and conditions of the Vendors and the Company to be performed and observed in this Agreement prior to or at Closing shall have been performed and observed in all material respects;
- (c) the Vendors and the Company having entered into and provided all information, forms, certificates, undertakings, agreements and other documents and instruments that may be required by the Exchange;
- (d) the receipt of the Exchange Approval, Shareholder Approval and any other consents contemplated by this Agreement or otherwise necessary for this Agreement and the completion of the transactions contemplated herein, in form and content and upon such conditions, if any, acceptable to the Purchaser, and all such approvals being in full force and effect;
- (e) completion of the Purchaser Financing;
- (f) the TJU Issuance shall have been completed;
- (g) the TJU Exchange Agreement shall have been executed by TJU and Purchaser and upon Closing the TJU Consideration Shares shall be issued to TJU by Purchaser pursuant to the TJU Exchange Agreement;
- (h) the Assignment Consent shall have been obtained from TJU;
- (i) there shall have been no event or change that has had or would be reasonably likely to have a Material Adverse Effect on the Company;
- (j) the Board of Directors of the Company shall have approved the transfer of the Company Shares contemplated in this Agreement, in accordance with the Articles of Incorporation of the Company;
- (k) there shall have been no order made or any Legal Proceedings commenced or threatened for the purpose, or which could have the effect, of preventing or restraining the completion of the transactions contemplated by this Agreement; and
- (l) the Closing Date occurs prior to the End Date.

5.4 If any condition in Section 5.3 has not been fulfilled or if any such condition is or becomes impossible to satisfy, other than as a result of the failure of the Purchaser to comply with its

obligations under this Agreement, then the Purchaser may, without limiting any rights or remedies available to the Purchaser at law or in equity, either:

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

6. Closing

6.1 The Closing shall take place at the offices of counsel to the Purchaser, at 10:00 a.m. (Vancouver time) on the second business day, on before the End Date, after the satisfactory completion of all conditions precedent for Closing as set forth in this Agreement, or such other time and date as may be agreed by the Company and the Purchaser, such agreement not to be unreasonably withheld.

6.2 At Closing, the each of Vendors and the Company, respectively, shall deliver or cause to be delivered to the Purchaser the following documents, as applicable to each party for execution or otherwise by Vendor or the Company, as the case may be:

- (a) a copy of the resolutions of the Company authorizing this Agreement and the transactions contemplated herein and hereby;
- (b) the minute books of the Company and all corporate, financial, legal and technical files, records and data of the Company;
- (c) a certificates representing the Vendors Shares owned by the Vendors duly endorsed for transfer to the Purchaser;
- (d) a certificate representing the Vendors Shares, duly registered in the name of the Purchaser;
- (e) the Accredited Investor Certificates;
- (f) the Escrow Agreement, executed by each of the Vendors who will be a “principal” of the Purchaser; and
- (g) such other documents and instruments in connection with the Closing as may be reasonably requested by the Purchaser.

6.3 At Closing, the Purchaser shall deliver or cause to be delivered to the Vendors (and in the case of Section 6.3(b) deliver to the Company Advisors) the following documents:

- (a) a copy of the resolutions of the Purchaser authorizing this Agreement and the transactions contemplated herein and hereby;
- (b) certificates representing the Consideration Shares, duly registered in accordance with Schedule A hereto; and

- (c) such other documents and instruments in connection with the Closing as may be reasonably requested by the Vendors.

7. Termination

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

- (a) by either the Company or the Purchaser pursuant to Sections 5.2 and 5.4 respectively;
- (b) by the Company if the Purchaser is in default of any covenant on its part to be performed hereunder, the Company has given written notice to the Purchaser of such default, the Purchaser has not proceeded to cure such default within fourteen (14) days of such notice and thereafter proceeded in good faith to diligently cure such default to the Company's reasonable satisfaction provided that in any case such default shall be cured within thirty (30) days after such notice (or such longer period as may be reasonably required to cure the default given the nature or circumstances thereof); and
- (c) by the Purchaser if any of the Vendors or the Company is in default of any covenant on its part to be performed hereunder, the Purchaser has given written notice to the Vendors and the Company of such default, and the Vendor in default and/or the Company has not proceeded to cure such default within fourteen (14) days of such notice and thereafter proceeded in good faith to diligently cure such default to the Purchaser's reasonable satisfaction provided that in any case such default shall be cured within thirty (30) days after such notice (or such longer period as may be reasonably required to cure the default given the nature or circumstances thereof).

7.2 Upon termination of this Agreement, each party hereto shall be released from all obligations under this Agreement except those provisions which are specifically referenced herein as surviving termination. Each party's right of termination is in addition to and not in derogation or limitation of any other rights, claims, causes of action or other remedy that such party may have under this Agreement or otherwise at law or in equity with respect to such termination and any misrepresentation, breach of covenant or indemnity contained herein. Provided however, for the avoidance of doubt, the termination of this Agreement shall not relieve a party of its obligations accruing prior to such termination.

8. Notices

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

- (a) If to the Company or the Vendors at:

BioVaxys Inc.

C/O James Passin LLC
227 E. 58th St., 5th Floor, New York, NY 10022

Attention: James Passin
Email: [Redacted: Personal information]

With a copy to:

Irwin Lowy LLP
Suite 401, 217 Queen Street West
Toronto, Ontario M5V 0R2

Attention: Chris Irwin
Email: [Redacted: Personal information]

(b) If to the Purchaser at:

Lions Bay Mining Corp.
905 W Pender Street, Suite 503
Vancouver, British Columbia V6C 1L6

Attention: Jeremy Poirier
Email: [Redacted: Personal information]

With a copy to:

Bennett Jones LLP
666 Burrard Street, Suite 2500
Vancouver, British Columbia V6C 2X8

Attention: Lisa Stewart
Email: [Redacted: Personal information]

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

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

9. Expenses

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

and finders. Upon completion of the transaction contemplated by this Agreement, the Purchaser shall be responsible for the expenses incurred by the Company in connection with this Agreement and the Loans.

10. General

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

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

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

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

10.5 The invalidity or unenforceability of any provision hereof shall not affect or impair the validity or enforceability of the remainder of the Agreement or any other provision hereof. In the event that any provision hereof is invalid or unenforceable in a given jurisdiction, that shall not affect the validity or enforceability of the provision in any other jurisdiction. The courts shall have the power to modify this Agreement, in a manner consistent with the intent of the parties, in order to limit the application of any such offensive provision to the maximum extent permitted by law.

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

10.7 The parties acknowledge and agree that remedies for breach of this Agreement are limited to specific enforcement and the monetary contractual remedies as set forth herein. Further, the parties acknowledge and agree that in no event shall any Vendor have any liability for any breach of this Agreement, absent actual fraud by such Vendor, in excess of the consideration paid to such vendor pursuant to this Agreement.

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

10.9 Each of the Vendors acknowledges and agrees that this Agreement has been prepared by Irwin Lowy LLP, as legal counsel to the Company, and has been reviewed on behalf of the Purchaser by Bennett Jones LLP, and that at no time has either of Bennett Jones LLP, Irwin Lowy LLP, nor Morgan, Lewis & Bockius LLP provided legal advice to the Vendors, and each of the Vendors hereby acknowledge and declare that they have sought the requisite independent legal advice in connection with the entering into of this Agreement.

10.10 Each of the parties acknowledges and agrees that the other parties would be damaged irreparably in the event any of the provisions of this Agreement are not performed in accordance with their specific terms or otherwise are breached; and that accordingly, each of the parties agrees that the other parties shall be entitled to an injunction to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof in any competent court having jurisdiction over the parties.

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

[SIGNATURE PAGE TO FOLLOW]

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

BIOVAXYS INC.

By: "James Passin"
Name: James Passin
Title: CEO

LIONS BAY MINING CORP.

By: "Jeremy Poirier"
Name: Jeremy Poirier
Title: President, CEO

JAMES PASSIN LLC

By: "James Passin"
Name: James Passin
Title: Sole Member

"Ken Kovan"
Ken Kovan

"David Berd"
David Berd

[SIGNATURE PAGE TO EXCHANGE AGREEMENT]

SCHEDULE A
LIST OF VENDORS

Name	Address	No. of Vendor Shares	No. of Purchaser Shares to be issued by Purchaser to Vendor
James Passin LLC	[Redacted: Personal information]	1,000,000	13,417,333
Kenneth Kovan	[Redacted: Personal information]	450,000	6,037,800
David Berd	[Redacted: Personal information]	350,000	4,696,067
TOTAL		1,800,000	24,151,200

Company Advisors

[Redacted: Confidential information]

TJU

Name	Address	No. of Purchaser Shares to be issued by Purchaser to TJU pursuant to TJU Exchange Agreement
Thomas Jefferson University	To be provided	1,160,000

SCHEDULE "B"
DISCLOSURE SCHEDULE

(SEE ATTACHED)

DISCLOSURE SCHEDULE

This Disclosure Schedule is made and given pursuant to Section 4.2 of the Share Exchange Agreement dated June 2, 2020 (the “**Agreement**”), by and among BioVaxys Inc. (the “**Company**”) and the Vendors (as defined therein) and the Purchaser (as defined therein). All capitalized terms used but not defined herein shall have the meanings as defined in the Agreement, unless otherwise provided. The section numbers below correspond to the section numbers of the representations and warranties in the Agreement; provided, however, that any information disclosed herein under any section number shall be deemed to be disclosed and incorporated into any other section number under the Agreement where such disclosure would be appropriate and such appropriateness is reasonably apparent from the face of such disclosure. Nothing in this Disclosure Schedule is intended to broaden the scope of any representation or warranty contained in the Agreement or to create any covenant. Inclusion of any item in this Disclosure Schedule (1) does not represent a determination that such item is material or establish a standard of materiality, (2) does not represent a determination that such item did not arise in the ordinary course of business, (3) does not represent a determination that the transactions contemplated by the Agreement require the consent of third parties, and (4) shall not constitute, or be deemed to be, an admission to any third party concerning such item. This Disclosure Schedule includes brief descriptions or summaries of certain agreements and instruments, copies of which are available upon reasonable request. Such descriptions do not purport to be comprehensive, and are qualified in their entirety by reference to the text of the documents described, true and complete copies of which have been provided to the Purchaser or its counsel.

[Redacted: Confidential Information]

**SCHEDULE C
PURCHASER CAPITALIZATION**

(SEE ATTACHED)

Outstanding Shares as at the date of the Agreement	22,834,856
Outstanding Warrants as at the date of the Agreement	8,814,200
Outstanding Options as at the date of the Agreement	557,092
Shares issuable pursuant to the Agreement	29,000,000
Shares issuable pursuant to the Purchaser Advisory Agreement	2,100,000
Shares issuable pursuant to the Concurrent Financing	13,636,364
Warrants issuable pursuant to the Concurrent Financing	6,818,182
Maximum Warrants issuable to the Finder's pursuant to the Concurrent Financing (7%)	954,545
Total outstanding shares on Closing (fully-diluted)	84,715,239

Exhibit A: Owned IP

Application No.	Filing Date	Title	Status
62/735,381	September 24, 2018	Bihaptenized Autologous Vaccines And Uses Thereof	Pending
62/746,066	October 16, 2018	Bihaptenized Autologous Vaccines And Uses Thereof	Pending
PCT/US2019/052644	September 24, 2019	Bihaptenized Autologous Vaccines And Uses Thereof	Pending
62/992,722	March 20, 2020	Haptenized Coronavirus Spiked Proteins	Pending

Exhibit B: Licensed IP

U. S. Patent No.	Title	Issue Date	Status
7,297,330	Low Dose Haptenized Tumor Cell Extract Immunotherapy	November 20, 2007	Active (5/16/2022)
8,435,784	Cryopreservation of Haptenized Tumor Cell	May 07, 2013	Active (5/13/2026)