

**SHARE EXCHANGE AGREEMENT**

**Among**

**LiCAN EXPLORATION INC.**

**and**

**CASHBOX VENTURES LTD.**

**and**

**THE UNDERSIGNED SHAREHOLDERS OF LiCAN EXPLORATION INC.**

**Made as of March 27, 2023**

## SHARE EXCHANGE AGREEMENT

THIS AGREEMENT is made as of the 27th day of March, 2023.

AMONG:

**LiCAN EXPLORATION INC.**, a corporation existing under the laws of the Province of Ontario  
("LiCAN")

AND:

**CASHBOX VENTURES LTD.**, a corporation existing under the laws of the Province of British Columbia  
("Cashbox")

AND:

**THE UNDERSIGNED SHAREHOLDERS OF LiCAN**, whose names and addresses are set forth in Schedule "A" hereto  
(individually, a "Shareholder" and collectively, the "Shareholders")

WHEREAS:

- A. LiCAN is engaged in lithium exploration and development, and is currently developing the LiCAN Properties (as defined herein);
- B. The Shareholders are the registered and beneficial owners of all the issued and outstanding LiCAN Shares (as defined herein), as set forth in Schedule "A";
- C. Cashbox is a reporting issuer in the provinces of British Columbia, Alberta and Ontario, and the Cashbox Shares (as defined herein) are listed and posted for trading on the CSE (as defined herein);
- D. The Shareholders wish to sell to Cashbox all of the issued and outstanding LiCAN Shares, and Cashbox wishes to purchase such LiCAN Shares, in consideration and exchange for Cashbox Shares, upon the terms and conditions herein set forth; and
- E. The completion of the transactions contemplated by this Agreement shall constitute a "fundamental change" of Cashbox for the purposes of Policy 8 of the CSE.

THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties covenant and agree as follows:

## ARTICLE 1 DEFINITIONS, INTERPRETATION AND SCHEDULES

### 1.1 Definitions

In this Agreement, the following terms shall have the meanings ascribed to them below, unless the context indicates otherwise:

- (a) "**1933 Act**" means the United States *Securities Act of 1933*;
- (b) "**affiliate**" has the meaning ascribed thereto in Section 1 of the BCBCA;
- (c) "**Agreement**" means this share exchange agreement and all the exhibits, schedules and other documents attached to or referred to in this Agreement, and all amendments and supplements, if any, to this Agreement;
- (d) "**Applicable Securities Laws**" means the *Securities Act* (British Columbia) and the 1933 Act and the regulations, rules, administrative policy statements, instruments, blanket orders, notices, directions and rulings issued or adopted by the British Columbia Securities Commission, the Alberta Securities Commission and the Ontario Securities Commission, all as amended or replaced from time to time;
- (e) "**BCBCA**" means the *Business Corporations Act* (British Columbia);
- (f) "**Bridge Loan**" has the meaning ascribed thereto in Section 2.1(a);
- (g) "**Business Day**" means a day, other than a Saturday or Sunday, on which the principal commercial banks located in the City of Vancouver, British Columbia and Toronto, Ontario are open for business;
- (h) "**Cashbox**" means Cashbox Ventures Ltd., a corporation existing under the Laws of the Province of British Columbia;
- (i) "**Cashbox Accounting Date**" means December 31, 2021;
- (j) "**Cashbox Board**" means the board of directors of Cashbox;
- (k) "**Cashbox Documents**" has the meaning ascribed thereto in Section 6.2(a);
- (l) "**Cashbox Financial Statements**" means the audited balance sheet for Cashbox for the year ended December 31, 2021, together with related statements of income, cash flows, and changes in shareholder's equity for such fiscal years and stub periods, together with the auditor's reports thereon, and the unaudited balance sheet for Cashbox for the nine month period ended September 30, 2022, together with related statements of income, cash flows, and changes in shareholder's equity for such interim period;
- (m) "**Cashbox Financing**" means a non-brokered private placement by Cashbox of subscription receipts at a price of \$0.10 each (the "**Cashbox Financing Offering Price**") for gross proceeds of \$1,750,000, each subscription receipt resulting in

the holder thereof being issued, upon satisfaction of certain escrow release conditions for no additional consideration and without any further action by its holder, one (1) post-Consolidation Cashbox Share at Closing;

- (n) "**Cashbox Public Record**" means the public documents filed by Cashbox since October 30, 2018 and available on SEDAR under Cashbox's SEDAR profile;
- (o) "**Cashbox Shareholder Approval**" means the approval of the Cashbox Shareholders by way of (i) a majority of votes cast at a meeting of the Cashbox Shareholders or (ii) written consent of Cashbox Shareholders holding over 50% of the issued Cashbox Shares, with respect to this Agreement, the Share Exchange and the transactions contemplated herein;
- (p) "**Cashbox Shareholders**" means, at any time, the holders of Cashbox Shares;
- (q) "**Cashbox Shares**" means the authorized common shares without par value in the capital of Cashbox, as presently constituted;
- (r) "**Closing**" means the completion of the Share Exchange;
- (s) "**Closing Date**" means five (5) days after satisfaction of the closing conditions within this Agreement or such other date as may be mutually agreed upon by the Parties in writing;
- (t) "**Closing Time**" means 10:00 a.m. (Vancouver time) on the Closing Date or such other time on such date as LiCAN and Cashbox may agree as the time at which Closing shall take place;
- (u) "**Completion Deadline**" means the latest date by which the transactions contemplated by this Agreement are to be completed, which date shall be June 30, 2023 or such later date as LiCAN and Cashbox may mutually agree;
- (v) "**Consolidation**" has the meaning ascribed thereto in Section 7.3(e)(ii);
- (w) "**Contract**" means any note, mortgage, indenture, non-governmental permit or license, franchise, lease or other contract, agreement, commitment or arrangement binding upon LiCAN or Cashbox, as the case may be;
- (x) "**Crescent Lake Property**" means the unpatented mining claims and other mineral tenures located in the Thunder Bay Mining Division, Ontario comprising the Crescent Lake project, as more particularly set forth in Schedule "B";
- (y) "**CSE**" means the Canadian Securities Exchange, or such other stock exchange upon which the Cashbox Shares are listed for trading or shall be listed for trading;
- (z) "**Encumbrance**" means any mortgage, pledge, assignment, charge, lien, claim, security interest, adverse interest, other third person interest or encumbrance of any kind, whether contingent or absolute, and any agreement, option, right or privilege (whether by law, contract or otherwise) capable of becoming any of the foregoing;

- (aa) "**Environmental Approvals**" means all permits, certificates, licences, authorizations, consents, instructions, registrations, directions or approvals issued or required by any Governmental Entity pursuant to any Environmental Laws;
- (bb) "**Environmental Laws**" means all applicable Laws relating to the protection of the environment and employee and public health and safety, and includes Environmental Approvals;
- (cc) "**Escrow Agent**" means Odyssey Trust Company of Vancouver, British Columbia, Canada, which shall hold the Escrowed Securities in escrow in accordance with the terms of the Escrow Agreement;
- (dd) "**Escrow Agreement**" means the escrow agreement in the form prescribed by CSE Policy 2 - *Qualification for Listing* to be entered into among the Escrow Agent, Cashbox and the Shareholders, who after Closing and at the time of the application by Cashbox for the initial listing of the Cashbox Shares on the CSE, shall be Related Persons of Cashbox, pursuant to which the Escrow Agent shall hold the Escrowed Securities in escrow following the Closing Date and release such Escrowed Securities in accordance with the release schedule set forth therein;
- (ee) "**Escrowed Securities**" means the Cashbox Shares issued by Cashbox to certain Shareholders, all of which shall be transferred to the Escrow Agent and held in escrow in accordance with the terms of the Escrow Agreement;
- (ff) "**Falcon West Property**" means the unpatented mining claims and other mineral tenures located in the Thunder Bay Mining Division, Ontario comprising the Falcon West project, as more particularly set forth in Schedule "B";
- (gg) "**Governmental Entity**" means any applicable: (i) multinational, federal, provincial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, board, bureau or agency, domestic or foreign; (ii) subdivision, agent, commission, board or authority of any of the foregoing; (iii) 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; or (iv) stock exchange, including the CSE;
- (hh) "**IFRS**" means International Financial Reporting Standards, as adopted by the International Accounting Standards Board, applied in a manner consistent with prior periods;
- (ii) "**Intellectual Property**" means all proprietary rights provided in law to all patents, trademarks, copyrights, industrial designs, software, firmware, trade secrets, know how, show how, concepts, information and other intellectual and industrial property;
- (jj) "**Kim Lake Property**" means the unpatented mining claims and other mineral tenures located in the Patricia Mining Division, Ontario comprising the Kim Lake project, as more particularly set forth in Schedule "B";

- (kk) "**Laws**" means all laws, statutes, codes, ordinances, decrees, rules, regulations, by-laws, statutory rules, principles of law, published policies and guidelines, judicial, arbitral, administrative, ministerial, departmental or regulatory judgments, orders, decisions, rulings or awards, general principles of common and civil law, and terms and conditions of any grant of approval, permission, authority or license of any Governmental Entity, statutory body or self-regulatory authority, and the term "applicable" with respect to such Laws and in the context that refers to one or more persons, means that such Laws apply to such person or persons or its or their business, undertaking, property or securities and emanate from a Governmental Entity (or any other person) having jurisdiction over the aforesaid person or persons or its or their business, undertaking, property or securities;
- (ll) "**Letter of Intent**" means the letter of intent dated January 13, 2023 between Cashbox and LiCAN;
- (mm) "**LiCAN**" means LiCAN Exploration Inc., a corporation existing under the Laws of the Province of Ontario;
- (nn) "**LiCAN Accounting Date**" means December 31, 2022;
- (oo) "**LiCAN Board**" means the board of directors of LiCAN;
- (pp) "**LiCAN Documents**" has the meaning ascribed thereto in Section 5.2(a);
- (qq) "**LiCAN Financial Statements**" means the unaudited balance sheet for LiCAN for the period April 12, 2022 to December 31, 2022, together with related statements of income, cash flows, and changes in shareholder's equity for such stub period;
- (rr) "**LiCAN Properties**" means, collectively, the Crescent Lake Property, the Falcon West Property, the Kim Lake Property, the Otatakan Li Property the Root Property, the Store Lake Property, and the White Lights Property;
- (ss) "**LiCAN Shares**" means the authorized common shares without par value in the capital of LiCAN, as presently constituted;
- (tt) "**Loss**" means any and all loss, liability, damage, cost or expense actually suffered or incurred by a Party, including, the costs and expenses of all actions, suits, proceedings, hearings, investigations, charges, complaints, claims, demands, injunctions, assessments, judgments, Orders, rulings, dues, penalties, fines, amounts paid in settlement or compromise, including court costs and reasonable legal fees and expenses, but excluding any indirect, consequential or punitive damages suffered by any Party, including damages for lost profits or lost business opportunities;
- (uu) "**Material Adverse Change**" means any one or more changes, effects, events, occurrences or states of facts that, either individually or in the aggregate, have, or would reasonably be expected to have, a Material Adverse Effect on the applicable Party and its subsidiaries on a consolidated basis;

(vv) "**Material Adverse Effect**" means any change, effect, event, occurrence or state of facts that, individually or in the aggregate, with other such changes, effects, events, occurrences or states of facts, is or would reasonably be expected to be material and adverse to the business, properties, operations, results of operations or financial condition of the applicable Party and its subsidiaries on a consolidated basis, except any change, effect, event, occurrence or state of facts resulting from or relating to:

- (i) the announcement of the execution of this Agreement or the transactions contemplated hereby or the performance of any obligation hereunder or communication by the applicable Party of its plans or intentions with respect to the other Party and any of its subsidiaries;
- (ii) changes in the United States and Canadian economies in general or the United States or Canadian capital or currency markets in general;
- (iii) the threat, commencement, occurrence or continuation of any war, armed hostilities, acts of environmental groups, civil strife, or acts of terrorism;
- (iv) any change in applicable Laws or in the interpretation thereof by any Governmental Entity;
- (v) any natural disaster;
- (vi) any change in general market conditions in the mineral exploration industry, including mineral prices or fluctuations in demand; or
- (vii) any change relating to foreign currency exchange rates,

provided that, in the case of any changes referred to in clauses (ii) to (vii) above, inclusive, such changes do not have a materially disproportionate effect on the applicable Party relative to comparable companies;

(ww) "**Material Contracts**" means all Contracts or other obligations or rights (and all amendments, modifications and supplements thereto and all side letters to which LiCAN or Cashbox, as the case may be, is a party and which affect the obligations of any party thereunder) to or by which any of or their respective properties or assets are bound that are material to their respective business, properties or assets, taken as a whole, including to the extent any of the following are material to the business, properties or assets of LiCAN or Cashbox, as the case may be, taken as a whole, all:

- (i) employment, severance, personal services, consulting, non-competition or indemnification contracts, including any Contract to which LiCAN or Cashbox, as the case may be, is a party involving employees;
- (ii) Contracts granting a right of first refusal or first negotiation;
- (iii) partnership or joint venture agreements;

- (iv) Contracts for the acquisition, sale or lease of material properties or assets of LiCAN or Cashbox, as the case may be (by purchase or sale of assets or stock or otherwise);
- (v) Contracts with any Governmental Entity;
- (vi) loan or credit agreements mortgages, indentures or other Contracts or instruments evidencing indebtedness for borrowed money by LiCAN or Cashbox, as the case may be, or any such agreement or Contract pursuant to which indebtedness for borrowed money may be incurred;
- (vii) Contracts that purport to limit, curtail or restrict the ability of LiCAN or Cashbox, as the case may be, to compete or acquire property (including, but not limited to, any real property or mineral tenures) in any geographic area or line of business;
- (viii) commitments and agreements to enter into any of the foregoing; and
- (ix) all Contracts that provide for annual payments to or from LiCAN or Cashbox, as the case may be, in excess of \$10,000 per annum;
- (xx) "**Maturity Date**" has the meaning ascribed thereto in Section 2.1(b);
- (yy) "**NI 45-106**" means National Instrument 45-106 – *Prospectus Exemptions* of the Canadian Securities Administrators;
- (zz) "**Order**" means any order, decision, determination, judgment, injunction, decree, award or writ of any court, arbitrator or Governmental Entity, or other Person who is authorized to make legally binding determinations;
- (aaa) "**Otatakan Li Property**" means the unpatented mining claims and other mineral tenures located in the Red Lake Mining Division, Ontario comprising the Otatakan Li project, as more particularly set forth in Schedule "B";
- (bbb) "**Party**" shall mean, as the context requires, LiCAN, Cashbox or the Shareholders and "**Parties**" shall mean all of them;
- (ccc) "**person**" means any individual, firm, partnership, joint venture, association, trust, trustee, executor, administrator, legal personal representative, estate, group, body corporate, corporation, unincorporated association or organization, Governmental Entity, syndicate or other entity, whether or not having legal status;
- (ddd) "**Qualifying Jurisdictions**" has the meaning ascribed thereto in Section 6.5;
- (eee) "**Regulation D**" means Regulation D promulgated under the 1933 Act;
- (fff) "**Regulation S**" means Regulation S promulgated under the 1933 Act;
- (ggg) "**Related Person**" has the meaning ascribed thereto in CSE Policy 1 - *Interpretation and General Provisions*;



- (hhh) "**Representatives**" means, in respect of either LiCAN or Cashbox, as the case may be, such party's officers, directors, employees, advisors (including legal and financial advisors), representatives and agents;
- (iii) "**Root Property**" means the unpatented mining claims and other mineral tenures located in the Red Lake Mining Division, Ontario comprising the Root project, as more particularly set forth in Schedule "B";
- (jjj) "**Securities Authorities**" means any provincial, state, territorial or federal securities commission or other securities regulatory authority in Canada or the United States;
- (kkk) "**Share Exchange**" means the share exchange between Cashbox and the Shareholders pursuant to the terms and conditions set forth in this Agreement, subject to any amendment thereto in accordance herewith;
- (lll) "**Shareholders**" means the undersigned shareholders of LiCAN, as listed in Schedule "A";
- (mmm) "**Store Lake Property**" means the unpatented mining claims and other mineral tenures located in the Patricia Mining Division, Ontario comprising the Store Lake project, as more particularly set forth in Schedule "B";
- (nnn) "**subsidiary**" has the meaning ascribed thereto in Section 2(2) of the BCBCA;
- (ooo) "**Tax Act**" means the *Income Tax Act* (Canada);
- (ppp) "**Tax Returns**" means all returns, schedules, elections, declarations, reports, information returns, notices, forms, statements and other documents made, prepared or filed with any taxing authority or required to be made, prepared or filed with any taxing authority relating to Taxes;
- (qqq) "**Taxes**" includes international, federal, state, provincial and local income taxes, capital gains taxes, value-added taxes, franchise, personal property and real property taxes, levies, assessments, tariffs, duties (including any customs duties), business licenses or other fees, sales, uses and any other taxes relating to the assets of the designated Party or the business of the designated Party for all periods up to and including the Closing Date, together with any related charge or amount, including interest, fines, penalties and additions to tax, if any, arising out of tax assessments;
- (rrr) "**United States**" means the United States of America, its territories and possessions, any state of the United States and the District of Columbia;
- (sss) "**U.S. Accredited Investor**" means an "accredited investor" as defined in Rule 501(a) of Regulation D;
- (ttt) "**U.S. Person**" means a "U.S. person" as that term is defined in Regulation S. Without limiting the foregoing, but for greater clarity in this Agreement, a U.S. Person includes, subject to the exclusions set forth in Regulation S, (i) any natural

person resident in the United States; (ii) any partnership or corporation organized or incorporated under the Laws of the United States; (iii) any estate or trust of which any executor, administrator or trustee is a U.S. Person; (iv) any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organized, incorporated, or (if an individual) resident in the United States; and (v) any partnership or corporation organized or incorporated under the Laws of any non U.S. jurisdiction which is formed by a U.S. Person principally for the purpose of investing in securities not registered under the 1933 Act, unless it is organized or incorporated, and owned, by "accredited investors" (as defined in Rule 501(a) of Regulation D) who are not natural persons, estates or trusts; and

- (uuu) "**White Lights Property**" means the unpatented mining claims and other mineral tenures located in the Red Lake Mining Division, Ontario comprising the White Lights project, as more particularly set forth in Schedule "B".

## **1.2 Interpretation not Affected by Headings**

The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "hereunder" and similar expressions refer to this Agreement and not to any particular Article, Section or other portion hereof and include any agreement supplemental hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles and Sections are to Articles and Sections of this Agreement.

## **1.3 Extended Meanings**

In this Agreement, words importing the singular number shall include the plural and vice versa, words importing the masculine gender shall include the feminine and neuter genders and vice versa and words importing persons shall include individuals, partnerships, associations, trusts, unincorporated organizations and corporations.

## **1.4 Rules of Construction**

In this Agreement:

- (a) The word "or" is not exclusive and the word "including" is not limiting (whether or not non-limited language, such as "without limitation" or "but not limited to" or words of similar import is used with reference to that term).
- (b) The phrase in "the ordinary course of business" which respect to LiCAN or Cashbox, respectively, shall mean and refer to those activities that are normally conducted by corporations engaged in a similar business.
- (c) The rule of construction that, in the event of ambiguity, the contract shall be interpreted against the Party responsible for the drafting or preparation of the Agreement, shall not apply.

## **1.5 Knowledge**

In this Agreement, where the phrases "to the knowledge of LiCAN" or "to the knowledge of Cashbox" are used in respect of LiCAN or Cashbox, such phrase shall mean, in respect of each representation and warranty or other statement which is qualified by such phrase, that such representation and warranty or other statement is being made based upon:

- (a) in the case of LiCAN, the actual knowledge of the Chief Executive Officer and Chief Financial Officer of LiCAN after appropriate inquiries and investigations; and
- (b) in the case of Cashbox, the actual knowledge of the Chief Executive Officer and Chief Financial Officer of Cashbox after appropriate inquiries and investigations.

## **1.6 Statutory References**

In this Agreement, unless something in the subject matter or context is inconsistent therewith or unless otherwise herein provided, a reference to any statute is to that statute as now enacted or as the same may from time to time be amended, re-enacted or replaced and includes any rule and regulations made thereunder.

## **1.7 Date for any Action**

If the last or appointed day for the taking of any action required or the expiration of any rights granted herein shall not be a Business Day, then such action may be taken or such right shall be deemed to expire on the next succeeding day that is a Business Day.

## **1.8 Currency**

All references to "\$" or "dollars" herein are to the lawful money of Canada, unless expressly stated otherwise.

## **1.9 Schedules**

The following schedules are attached to, and are deemed to be incorporated into and form part, of this Agreement:

- Schedule "A" – LiCAN Shareholders
- Schedule "B" – LiCAN Properties
- Schedule "C" – Qualifications to LiCAN Representations and Warranties
- Schedule "D" – Qualifications to Cashbox Representations and Warranties

## ARTICLE 2 BRIDGE AND SHAREHOLDER LOANS

### 2.1 Bridge Loan

- (a) After the execution and delivery of this Agreement by Cashbox and LiCAN, and to the extent that same has not already been advanced to LiCAN, Cashbox shall loan to LiCAN the principal amount of \$200,000 (the "**Bridge Loan**") for working capital purposes and development of the LiCAN Properties, in accordance with the following schedule:
  - (i) \$50,000 within five (5) Business Days of the execution of the Letter of Intent by LiCAN;
  - (ii) \$50,000 on or before February 10, 2023;
  - (iii) \$50,000 on or before March 10, 2023; and
  - (iv) \$50,000 on or before April 10, 2023.
- (b) The Bridge Loan shall bear simple interest at the rate of 5% per annum and the outstanding principal amount and accrued interest thereon shall be due and, subject to Section 2.1(c), payable in full by LiCAN on April 10, 2024 (the "**Maturity Date**").
- (c) If the Share Exchange closes, the Bridge Loan shall become an intercompany loan and accounted for accordingly.

### 2.2 Repayment

LiCAN may repay all or part of the Bridge Loan from time to time without notice, bonus, penalty or premium prior to the Maturity Date; provided that if the Share Exchange closes, the Bridge Loan shall become an intercompany loan and accounted for accordingly.

### 2.3 Shareholder Loans

At Closing, shareholder loans from Mark Cruise and Mike Hoffman to LiCAN in the aggregate amount of \$75,000 will be settled for Cashbox Shares at the Cashbox Financing Offering Price.

[Redacted - Sensitive Commercial Information]

## ARTICLE 3 SHARE EXCHANGE

### 3.1 Terms of Share Exchange

The Parties hereby covenant and agree to implement the Share Exchange in accordance with the terms and subject to the conditions of this Agreement, as follows:

- (a) at the Closing Time and subject to the terms and conditions set forth in this Agreement, the Shareholders agree to sell, assign and transfer, and Cashbox agrees to purchase, the LiCAN Shares free and clear of all Encumbrances, by way of an exchange of Cashbox Shares, based on an exchange ratio of 0.4078 post-

Consolidation Cashbox Share being allotted and issued to the Shareholders at a deemed price of \$0.10 per Cashbox Share for every one (1) LiCAN Share purchased by Cashbox; and

- (b) as a result of the foregoing, LiCAN shall be a wholly-owned subsidiary of Cashbox.

### **3.2 Application of the Tax Act**

The Parties hereby acknowledge and agree that the transactions contemplated herein are not intended to give rise to any income tax liability whatsoever, and it is their intention that the Share Exchange contemplated hereby shall be effected pursuant to the provisions of Section 85.1 of the Tax Act, unless that provision is inapplicable in respect of any particular Shareholder, in which case the non-application of Section 85.1 to a particular Shareholder is not intended to alter the application of this provision to any other Shareholder.

### **3.3 Reliance on Prospectus and Registration Exemptions**

The Shareholders acknowledge and agree that the Cashbox Shares being issued pursuant to this Agreement are being issued pursuant to an exemption from the prospectus and registration requirements of the Applicable Securities Laws. As a result, the Shareholders shall not be entitled to certain protections, rights and remedies available under the Applicable Securities Laws, including statutory rights of rescission or damages, and the Shareholders shall not receive information that would otherwise be required to be provided to the Shareholders pursuant to the Applicable Securities Laws.

### **3.4 Resale Restrictions**

The Parties acknowledge and agree that it is the intention of the Parties that the Cashbox Shares to be issued to the Shareholders hereunder shall be issued pursuant to the "take-over bid and issuer bid" exemption set forth in Section 2.16 of NI 45-106, such that, excepting any applicable escrow hold periods under CSE rules or policies, there shall be no resale restrictions in Canada under Applicable Securities Laws. Notwithstanding the foregoing, the Shareholders acknowledge and agree that, to the extent that the Cashbox Shares shall be subject to resale restrictions under Applicable Securities Laws, then the terms of such resale restrictions shall be endorsed on the certificates representing such Cashbox Shares as a printed legend, and the Cashbox Shares may not be sold, transferred or otherwise disposed of except in accordance with exemption from, or in a transaction not subject to, the prospectus and registration requirements of the Applicable Securities Laws and in each case only in accordance with all Applicable Securities Laws. The Shareholders agree to comply with such resale restrictions.

### **3.5 Share Exchange Procedure**

At Closing:

- (a) each Shareholder shall exchange the LiCAN Shares held by it by delivering (against delivery of the Cashbox Shares to be issued to such Shareholder pursuant to Section 3.1(a) the certificate or certificates evidencing such shares to Cashbox duly executed and endorsed in blank (or accompanied by a duly executed instrument of transfer endorsed in blank), in each case in proper form for transfer,

and, if applicable, with all stock transfer and any other required documentary stamps affixed thereto and with appropriate instructions to allow the transfer agent to issue certificates for the Cashbox Shares to the holder thereof, together with a duly executed U.S. Accredited Investor Certificate, in form satisfactory to LiCAN and Cashbox, acting reasonably, if the Shareholder is a U.S. Person.

- (b) Cashbox shall issue and deliver Cashbox Shares to the Shareholders who are entitled to receive Cashbox Shares pursuant to the Share Exchange, in the amount set forth opposite each such Shareholder's name in Schedule "A"; provided that any Cashbox Shares to be issued to any Shareholders, who after Closing and at the time of the application by Cashbox for the initial listing of its common shares on the CSE, shall be Related Persons of Cashbox, shall be deposited by Cashbox into escrow with the Escrow Agent to hold in accordance with the terms of the Escrow Agreement.

### **3.6 Closing**

The Closing shall take place at the Closing Time either electronically or at the offices of Lotz & Company, Suite 1170, 1040 West Georgia Street, Vancouver, British Columbia or such other place as agreed to by LiCAN and Cashbox. Notwithstanding the location of the Closing, each of LiCAN and Cashbox agrees that the Closing may be completed by the exchange of undertakings between the respective legal counsel for LiCAN and Cashbox, provided such undertakings are satisfactory to each Party's respective legal counsel.

### **3.7 Shareholders Resident in the United States**

No Cashbox Shares will be issued to Shareholders resident in or subject to the Laws of the United States in connection with the Share Exchange.

### **3.8 Shareholders' Representative**

- (a) Each of the Shareholders hereby constitutes and appoints LiCAN as its representative (the "**Shareholders' Representative**") and its true and lawful attorney in fact, with full power and authority in its name on its behalf:
  - (i) to act on such Shareholder's behalf in the absolute discretion of the Shareholders' Representative with respect to all matters relating to this Agreement, including the execution and delivery of any amendment, supplement, or modification of this Agreement and any waiver of any claim or right arising out of this Agreement; and
  - (ii) in general, to do all things and to perform all acts, including executing and delivering all agreements, certificates, receipts, instructions, and other instruments contemplated by or deemed advisable to effectuate the provisions in this Section 3.8.
- (b) The appointment and grant of power and authority in Section 3.8(a) is coupled with an interest and is in consideration of the mutual covenants made in this Agreement and is irrevocable and shall not be terminated by any act of any Shareholder or by operation of law, whether by the death or incapacity of any

Shareholder or by occurrence of any other event. Each Shareholder hereby consents to the taking of any and all actions and the making of any decisions required and permitted to be taken or made by the Shareholders' Representative pursuant to this Section 3.8. Each Shareholder agrees that the Shareholders' Representative shall have no obligation or liability to any person for any action taken or omitted by the Shareholders' Representative in good faith, and each Shareholder shall indemnify and hold harmless the Shareholders' Representative from, and shall pay to the Shareholders' Representative the amount of, or reimburse the Shareholders' Representative for, any Loss that the Shareholders' Representative may suffer, sustain, or become subject to as a result of any such action or omission by the Shareholders' Representative under this Agreement.

- (c) Cashbox and LiCAN shall be entitled to rely upon any documents or other paper delivered by the Shareholders' Representative as being authorized by the Shareholders, and Cashbox and LiCAN shall not be liable to any Shareholder for any action taken or omitted to be taken by Cashbox and LiCAN based on such reliance.
- (d) Until all obligations under this Agreement shall have been discharged, the Shareholders who, immediately prior to the Closing are entitled in the aggregate to receive more than 50% of the Cashbox Shares, may, from time to time upon notice to Cashbox and LiCAN, appoint a new Shareholders' Representative upon the resignation of the Shareholders' Representative. If, after the resignation of the Shareholders' Representative, a successor Shareholders' Representative shall not have been appointed by the Shareholders within 15 Business Days after a notice to Cashbox and LiCAN, Cashbox and LiCAN may appoint a Shareholders' Representative from among the Shareholders to fill any vacancy so created by notice of such appointment to the Shareholders.

#### **ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF SHAREHOLDERS**

Each of the Shareholders hereby represents and warrants to LiCAN and Cashbox, but only as to such Shareholder's separate beneficial interest in the LiCAN Shares set forth opposite the Shareholder's name in Schedule "A" (in this Article 4, the "**Shareholder's LiCAN Shares**"), and acknowledges that each of LiCAN and Cashbox is relying upon such representations and warranties, in connection with the execution, delivery and performance of this Agreement, notwithstanding any investigation made by or on behalf of LiCAN and Cashbox, as follows:

##### **4.1 Authority**

The Shareholder has good and sufficient power, authority and right to enter into and deliver this Agreement and to complete the transactions to be completed by the Shareholder as contemplated herein and to perform all of the obligations of the Shareholder under this Agreement. The Shareholder has taken all necessary actions, steps and other proceedings to approve or authorize, the entering into, and execution and delivery and performance of this Agreement and the sale and transfer to Cashbox of the Shareholder's LiCAN Shares.

#### **4.2 Due Execution and Delivery**

This Agreement has been duly executed and delivered by the Shareholder and, if a corporate entity, has been validly authorized by all necessary corporate action, and constitutes a legal, valid and binding obligation of the Shareholder enforceable against the Shareholder in accordance with its terms, subject to limitations with respect to enforcement imposed by law in connection with bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally and to the extent that equitable remedies such as specific performance and injunction are only available in the discretion of the court from which they are sought.

#### **4.3 No Default**

The execution and delivery of this Agreement by the Shareholder and the consummation of the transactions contemplated hereby do not constitute a breach or a default under any agreement to which the Shareholder is a party or by which the Shareholder is bound.

#### **4.4 No Suits**

There is no suit, action, litigation, arbitration or governmental proceeding, including appeals and applications for review, in progress or threatened against or related to the Shareholder's LiCAN Shares, which to the knowledge of the Shareholder, would affect the Shareholder's ability to sell the Shareholder's LiCAN Shares, as provided for in this Agreement.

#### **4.5 Marketable Title**

The Shareholder has good, marketable, beneficial and/or recorded title, as applicable, to the Shareholder's LiCAN Shares, free of all Encumbrances. The Shareholder's LiCAN Shares are not and shall not be subject to any shareholder, pooling, escrow or similar agreement. No person has any agreement or option or a right capable of becoming an agreement for the purchase of the Shareholder's LiCAN Shares.

#### **4.6 No Option**

There is no contract, option or any other right of another binding upon or which at any time in the future may become binding upon the Shareholder to sell, transfer, assign, pledge, mortgage or in any other way dispose of or encumber any of the Shareholder's LiCAN Shares, other than pursuant to the provisions of this Agreement.

#### **4.7 No Consents**

No consents of, filings with, or approval of any Governmental Entity (or any other person) is required by the Shareholder for the sale and transfer of the Shareholder's LiCAN Shares to Cashbox, other than those presently held or obtained by the Shareholder which are in full force and effect.

#### **4.8 Residency**

The Shareholder is resident in the jurisdiction indicated in Schedule "A" and except as set forth in Schedule "A", the Shareholder is not a non-resident person within the meaning of Section 116 of the Tax Act.



#### **4.9 U.S. Persons**

Each of the Shareholders, and any person for whom it is acting hereunder, is not a U.S. Person or a person in the United States and is not acquiring the Cashbox Shares for the account or benefit of a U.S. Person or a person in the United States or for resale in the United States.

#### **4.10 Broker's Commissions**

The Shareholder has not incurred any obligation or liability, contingent or otherwise for broker's or finder's fees in respect of the transaction herein provided for which Cashbox shall have any obligation and liability.

#### **4.11 Acquisition as Principal**

The Shareholder is acquiring the Cashbox Shares as principal for its own account, not for the benefit of any other person, and is acquiring the Cashbox Shares for investment only and not with a view to the resale or distribution of all or any of the Cashbox Shares.

#### **4.12 Accuracy and Completeness**

No representation or warranty by the Shareholder in this Agreement nor any certificate, schedule, statement, document or instrument furnished or to be furnished to Cashbox pursuant hereto contains any untrue statement of a material fact or omits to state a material fact required to be stated herein or therein or necessary to make any statement herein or therein not materially misleading.

### **ARTICLE 5 REPRESENTATIONS AND WARRANTIES OF LICAN**

LiCAN hereby represents and warrants to Cashbox, and acknowledges that Cashbox is relying upon such representations and warranties, in connection with the execution, delivery and performance of this Agreement, notwithstanding any investigation made by or on behalf of Cashbox, as follows:

#### **5.1 Organization and Good Standing**

LiCAN has been incorporated and validly exists under the Laws of its governing jurisdiction and is in good standing under applicable corporate Laws and has full corporate and legal power and authority to own its property and assets and to conduct its business as currently owned and conducted. LiCAN is registered, licensed or otherwise qualified in each jurisdiction where the nature of the business or the location or character of the property and assets owned or leased by it requires it to be so registered, licensed or otherwise qualified, other than those jurisdictions where the failure to be so registered, licensed or otherwise qualified would not have a Material Adverse Effect on LiCAN.

#### **5.2 Authority, Execution and Delivery**

- (a) LiCAN has all requisite corporate power and authority to execute and deliver this Agreement and any other document contemplated by this Agreement (collectively, the "**LiCAN Documents**") to be executed by LiCAN and to perform its

obligations hereunder and to consummate the transactions contemplated hereby.

- (b) The execution and delivery of the LiCAN Documents by LiCAN and the consummation of the transactions contemplated hereby have been duly authorized by the LiCAN Board. No other corporate or shareholder proceedings on the part of LiCAN are necessary to authorize the execution and delivery of such documents or to consummate the transactions contemplated hereby. This Agreement has been, and the other LiCAN Documents when executed and delivered by LiCAN as contemplated by this Agreement shall be, duly executed and delivered by LiCAN and this Agreement is, and the other LiCAN Documents when executed and delivered by LiCAN as contemplated hereby shall be, valid and binding obligations of LiCAN enforceable in accordance with their respective terms, except as limited by bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium and other applicable Laws relating to or affecting creditors' rights generally, and to general principles of equity.

### **5.3 Non-Contravention**

The execution and delivery by LiCAN of this Agreement and the performance by it of its obligations hereunder and the completion of the transactions contemplated hereby, do not and shall not:

- (a) conflict with, result in a violation of, cause a default under (with or without notice, lapse of time or both) or give rise to a right of termination, amendment, cancellation or acceleration of any obligation contained in or the loss of any material benefit under any term, condition or provision of any loan or credit agreement, Contract, or other agreement, instrument, permit or license to which LiCAN is bound or is subject to or of which LiCAN is the beneficiary;
- (b) violate any provision of the articles of incorporation or bylaws of LiCAN;
- (c) violate any Laws or Order applicable to LiCAN or any of the LiCAN Properties or other assets of LiCAN;
- (d) cause any indebtedness owing by LiCAN to come due before its stated maturity or cause any available credit to cease to be available;
- (e) result in the imposition of any Encumbrance upon any of the property or assets of LiCAN or give any person the right to acquire any of LiCAN's assets, or restrict, hinder, impair or limit the ability of LiCAN to conduct the business of LiCAN as and where it is now being conducted;
- (f) result in or accelerate the time for payment or vesting of, or increase the amount of any severance, unemployment compensation, "golden parachute", change of control provision, bonus, termination payments, retention bonus or otherwise, becoming due to any director or officer of LiCAN or increase any benefits otherwise payable under any pension or benefits plan of LiCAN or result in the acceleration of the time of payment or vesting of any such benefits; or
- (g) result in the revocation, suspension, cancellation, variation or non-renewal of any

mining claims, concessions, licenses, leases or other instruments, conferring mineral rights in respect of the LiCAN Properties,

in each case, which would, individually or in the aggregate, have a Material Adverse Effect on LiCAN.

#### **5.4 Share Capital and Capitalization**

The authorized share capital of LiCAN consists of an unlimited number of LiCAN Shares. As of the date of this Agreement, there are 12,200,000 LiCAN Shares issued and outstanding. All of the issued and outstanding LiCAN Shares have been duly authorized, are validly issued, were not issued in violation of any pre-emptive rights and are fully paid and non-assessable, are not subject to pre-emptive rights and were issued in full compliance with the Laws of its jurisdiction of organization and LiCAN's articles of incorporation and bylaws. Except as set forth in Schedule "C" and not including any LiCAN Shares issuable pursuant to the acquisition of the LiCAN Properties, there are no outstanding options, warrants, subscriptions, conversion rights, or other rights, agreements, or commitments obligating LiCAN to issue any additional LiCAN Shares, or any other securities convertible into, exchangeable for, or evidencing the right to subscribe for or acquire from LiCAN any LiCAN Shares. There are no agreements purporting to restrict the transfer of the LiCAN Shares, no voting agreements, shareholders' agreements, voting trusts, or other arrangements restricting or affecting the voting of the LiCAN Shares.

#### **5.5 Holders of LiCAN Shares**

Schedule "A" contains a true and complete list of the holders of all issued and outstanding LiCAN Shares, including each holder's name, address and number of LiCAN Shares held.

#### **5.6 Subsidiaries**

LiCAN does not have any subsidiaries or agreements of any nature to acquire any subsidiary or to acquire or lease any other business operations.

#### **5.7 Compliance**

- (a) To the knowledge of LiCAN, LiCAN is in compliance with, is not in default or violation in any material respect under, and has not been charged with or received any notice at any time of any material violation of any Laws applicable to the business or operations of LiCAN;
- (b) To the knowledge of LiCAN, LiCAN is not subject to any Order entered in any lawsuit or proceeding applicable to its business and operations;
- (c) LiCAN has duly filed all reports and returns required to be filed by it with Governmental Entities and has obtained all governmental permits and other governmental consents, except as may be required after the execution of this Agreement. All of such permits and consents are in full force and effect, and no proceedings for the suspension or cancellation of any of them, and no investigation relating to any of them, is pending or to the knowledge of LiCAN, threatened, and none of them shall be adversely affected by the consummation of the Share Exchange; and

- (d) LiCAN has operated in material compliance with all Law and Orders applicable to its business. LiCAN has not received any notice of any violation thereof, nor is LiCAN aware of any valid basis therefore.

## **5.8 Consents**

No consent, approval, Order or authorization of, or declaration or filing with, any Governmental Entity or other person is required to be obtained by LiCAN in connection with the execution and delivery of this Agreement or the consummation by LiCAN of the transactions contemplated hereby other than:

- (a) filings with and approvals by the Securities Authorities; and
- (b) any other consents, approvals, Orders, authorizations, declarations or filings which, if not obtained, would not, individually or in the aggregate, have a Material Adverse Effect on LiCAN.

## **5.9 Material Contracts**

Schedule "C" sets out each Material Contract to which LiCAN is a party, with the exception of this Agreement and the agreements contemplated hereby. Each Material Contract is enforceable in accordance with its terms (except as enforceability may be limited by bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium and other applicable Laws relating to or affecting creditors' rights generally, and to general principles of equity).

## **5.10 No Defaults**

LiCAN is not in default under, and, there exists no event, condition or occurrence which, after notice or lapse of time or both, would constitute a default by LiCAN under any bond, deed of trust, concession, easement, Contract or other instrument that is material to the conduct of the business of LiCAN to which it is a party or by which it is bound or subject to that would, individually or in the aggregate, have a Material Adverse Effect on LiCAN. No party to any Contract to which LiCAN is a party has given written notice to LiCAN of or made a claim against LiCAN with respect to any breach or default thereunder, in any such case in which such breach or default constitutes a Material Adverse Effect on LiCAN.

## **5.11 Financial Matters**

- (a) The LiCAN Financial Statements were prepared in accordance with IFRS consistently applied, and fairly present in all material respects the financial condition of LiCAN at the LiCAN Accounting Date and the results of operations of LiCAN for the period covered.
- (b) Except as disclosed in the LiCAN Financial Statements and for legal and accounting costs incurred in connection with the Share Exchange, as of the date hereof LiCAN does not have any liability or obligation (including, without limitation, liabilities (whether accrued, absolute, contingent or otherwise) or obligations to fund any operations or work or exploration program, to give any guarantees or for Taxes), whether accrued, absolute, contingent or otherwise, or any related party transactions or off-balance sheet transactions not reflected in the

LiCAN Financial Statements, except liabilities and obligations incurred in the ordinary course of business (including the business of operating, developing, constructing and exploring the LiCAN Properties) since the LiCAN Accounting Date, which liabilities or obligations would not reasonably be expected to have a Material Adverse Effect on LiCAN.

### **5.12 Books and Records**

- (a) The corporate records and minute books of LiCAN have been maintained in accordance with all applicable Laws and are complete and accurate in all material respects, except where such incompleteness or inaccuracy would not have a Material Adverse Effect on LiCAN.
- (b) The financial books and records and accounts of LiCAN, in all material respects:
  - (i) have been maintained in accordance with good business practices on a basis consistent with prior years and past practice;
  - (ii) are stated in reasonable detail and accurately and fairly reflect the transactions and acquisitions and dispositions of assets of LiCAN; and
  - (iii) accurately and fairly reflect the basis for the LiCAN Financial Statements.

### **5.13 Absence of Changes**

Since the LiCAN Accounting Date, and except as set forth in Schedule "C" or as contemplated herein:

- (a) LiCAN has conducted its business only in the ordinary course of business consistent with past practice;
- (b) LiCAN has not incurred or suffered a Material Adverse Change;
- (c) there has not been any acquisition or sale by LiCAN of any material property or assets;
- (d) other than in the ordinary course of business consistent with past practice, there has not been any incurrence, assumption or guarantee by LiCAN of any debt for borrowed money, any creation or assumption by LiCAN of any Encumbrance, any making by LiCAN of any loan, advance or capital contribution to or investment in any other person or any entering into, amendment of, relinquishment, termination or non-renewal by LiCAN, of any contract, agreement, licence, lease transaction, commitment or other right or obligation that would, individually or in the aggregate, have a Material Adverse Effect on LiCAN;
- (e) LiCAN has not declared or paid any dividends or made any other distribution in respect of any of the LiCAN Shares;
- (f) LiCAN has not effected or passed any resolution to approve a split, consolidation

or reclassification of any of the outstanding LiCAN Shares;

- (g) other than in the ordinary course of business consistent with past practice, there has not been any material increase in or modification of the compensation payable by LiCAN to any of its directors, officers, employees or consultants or any grant to any such director, officer, employee or consultant of any increase in severance or termination pay or any increase or modification of any bonus, pension, insurance or benefit arrangement made to, for or with any of such directors, officers, employees or consultants;
- (h) LiCAN has not effected any material change in its accounting methods, principles or practices, other than as disclosed in the LiCAN Financial Statements; or
- (i) LiCAN has not adopted any, or amended any, collective bargaining agreement, bonus, pension, profit-sharing, stock purchase, stock option or other benefit plan or shareholder rights plan, and

LiCAN has not agreed, whether in writing or orally, to do any of the foregoing.

#### **5.14 Employees and Consultants**

- (a) LiCAN has no employees or consultants, except as set forth in Schedule "C".
- (b) LiCAN is not (i) a party to any collective bargaining agreement; (ii) to the knowledge of LiCAN, subject to any application for certification or threatened or apparent union-organizing campaigns for employees not covered under a collective bargaining agreement; or (iii) subject to any current, or to the knowledge of LiCAN, pending or threatened strike or lockout.

#### **5.15 Litigation**

- (a) There is no claim, action, proceeding or investigation pending or in progress or, to the knowledge of LiCAN threatened against or relating to LiCAN or affecting any of the LiCAN Properties or other assets before any Governmental Entity which individually or in the aggregate has, or could reasonably be expected to have, a Material Adverse Effect on LiCAN, and LiCAN is not aware of any existing ground on which any such claim, action, proceeding or investigation might be commenced with any reasonable likelihood of success.
- (b) There is no bankruptcy, liquidation, winding-up or other similar proceeding pending or in progress, or, to the knowledge of LiCAN, threatened against or relating to LiCAN before any Governmental Entity. Neither LiCAN nor the LiCAN Properties and other assets are subject to any outstanding Order that involves or may involve, or restricts or may restrict the right or ability of LiCAN to conduct its business in all material respects as it has been carried on prior to the date hereof, or that would materially impede the consummation of the transactions contemplated by this Agreement, except to the extent any such matter would not, individually or in the aggregate, have a Material Adverse Effect on LiCAN.

## **5.16 Real Property**

Except with respect to the matters relating to the LiCAN Properties, which are addressed in Section 5.17, LiCAN does not own any real property. Each of the leases, subleases, claims or other real property interests (in this Section 5.16, collectively, the "**Leases**") to which LiCAN is a party or is bound, as set forth in Schedule "C", is legal, valid, binding, enforceable and in full force and effect in all material respects. All rental and other payments required to be paid by LiCAN pursuant to any such Leases have been duly paid and no event has occurred which, upon the passing of time, the giving of notice, or both, would constitute a breach or default by any party under any of the Leases. The Leases shall continue to be legal, valid, binding, enforceable and in full force and effect on identical terms following the Closing Date. LiCAN has not assigned, transferred, conveyed, mortgaged, deeded in trust, or encumbered any interest in the Leases or the leasehold property pursuant thereto.

## **5.17 Title to Properties and Operational Matters**

- (a) All agreements by which LiCAN holds an interest in the LiCAN Properties are in good standing according to their respective terms and, to the knowledge of LiCAN, the LiCAN Properties are in good standing under applicable Laws and all filings and work commitments required by LiCAN to maintain the LiCAN Properties in good standing have been properly recorded and filed in a timely manner with the appropriate Governmental Entity and there are no material Encumbrances or any other material interests in or on such LiCAN Properties, except as set forth in Schedule "C".
- (b) To the knowledge of LiCAN, there are no material adverse claims against or challenges to the title or ownership of any of the LiCAN Properties.
- (c) LiCAN has conducted and is conducting its business in material compliance with all applicable Laws, including all Governmental Entity authorizations and instructions, whether in writing or oral, relating to the LiCAN Properties.
- (d) LiCAN has not received any notice of the revocation or cancellation of, or any intention to revoke or cancel, any of the exploitation permits, mining claims, concessions, licenses, leases or other instruments conferring mineral rights in respect of its properties and assets that would, individually or in the aggregate, result in a Material Adverse Effect on LiCAN. Without limiting the generality of the foregoing, LiCAN has obtained all material licences and permits necessary for the operation of the business of LiCAN as presently conducted, and has not taken any action which would impair the ability of LiCAN to obtain necessary licences or permits in the future for the continued operation of such business, in accordance with applicable Laws and requirements of all Governmental Entities.

## **5.18 Royalty Payments and Other Interests**

Except in relation to the LiCAN Properties, there are no landowner's royalties, overriding royalties, net profits interests or similar interests or any other rights or interests whatsoever of third parties by which LiCAN is bound on or in relation to its properties and assets.

## **5.19 Assets**

LiCAN has good and marketable title to its assets free and clear of any Encumbrances, adverse claims and demands of any nature or kind whatsoever recorded or unrecorded.

## **5.20 Environmental**

To the knowledge of LiCAN:

- (a) LiCAN is in compliance in all material respects with Environmental Laws;
- (b) LiCAN operated its business at all times and has received, handled, used, stored, treated, shipped and disposed of all contaminants in material compliance with Environmental Laws;
- (c) there is no material claim or judicial or administrative proceeding which may affect LiCAN or any of the LiCAN Properties or assets of LiCAN relating to or alleging any violation of Environmental Laws; and
- (d) LiCAN holds all licences, permits and approvals required under any Environmental Laws in connection with the operation of its business as presently conducted and the ownership and use of its assets, other than those which the failure to hold would not reasonably be expected to have a Material Adverse Effect on LiCAN, and neither LiCAN nor any of its assets is the subject of any investigation, evaluation, audit or review not in the ordinary course of business by any Governmental Entity to determine whether any violation of Environmental Laws has occurred or is occurring, and LiCAN is not subject to any known environmental liabilities.

## **5.21 Tax Matters**

Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on LiCAN:

- (a) LiCAN has duly and timely made or prepared all Tax Returns to the extent required to be made or prepared by it, has duly and timely filed all Tax Returns to the extent required to be filed by it with the appropriate Governmental Entity and has, in all material respects, completely and correctly reported all income and all other amounts or information required to be reported thereon;
- (b) LiCAN has:
  - (i) duly and timely paid all Taxes due and payable by it;
  - (ii) duly and timely withheld all Taxes and other amounts required by applicable Laws to be withheld by it and has duly and timely remitted to the appropriate Governmental Entity such Taxes and other amounts required by applicable Laws to be remitted by it; and



- (iii) duly and timely collected all amounts on account of sales or transfer taxes, including goods and services, harmonized sales and provincial or territorial sales taxes, required by applicable Laws to be collected by it and has duly and timely remitted to the appropriate Governmental Entity any such amounts required by applicable Laws to be remitted by it;
- (c) the charges, accruals and reserves for Taxes reflected on the LiCAN Financial Statements (whether or not due and whether or not shown on any Tax Return but excluding any provision for deferred income taxes) are, in the opinion of LiCAN, adequate under IFRS to cover Taxes with respect to LiCAN accruing through the date hereof;
- (d) there are no proceedings, investigations, audits, assessments, reassessments or claims now pending or, to the knowledge of LiCAN, threatened against LiCAN that propose to assess Taxes in addition to those reported in the Tax Returns; and
- (e) no waiver of any statutory limitation period with respect to Taxes has been given or requested with respect to LiCAN.

## **5.22 Compliance with Laws**

Except with respect to matters relating to the environment or Environmental Laws, which are addressed in Section 5.20, LiCAN has complied with and is not in violation of any applicable Laws other than such non-compliance or violations that would not, individually or in the aggregate, have a Material Adverse Effect on LiCAN.

## **5.23 No Option on Assets**

No person has any agreement or option or any right or privilege capable of becoming an agreement or option for the purchase from LiCAN of any of the LiCAN Properties or other material assets of LiCAN.

## **5.24 Certain Contracts**

LiCAN is not a party to or bound by any non-competition agreement or, any other agreement, obligation or Order that purports to:

- (a) limit the manner or the localities in which all or any material portion of the business of LiCAN is conducted;
- (b) limit any business practice of LiCAN in any material respect; or
- (c) restrict any acquisition or disposition of any property by LiCAN in any material respect.

## **5.25 Certain Transactions**

LiCAN is not a guarantor or indemnitor of any indebtedness of any third party, including any person, firm or corporation.

## **5.26 Broker's Commissions**

LiCAN has not entered into any agreement that would entitle any person to any valid claim against them for a broker's commission, finder's fee or any like payment in respect of the Share Exchange or any other matter contemplated by this Agreement.

## **5.27 Shares**

The LiCAN Shares to be transferred to Cashbox pursuant to the Share Exchange are issued as fully paid and non-assessable.

## **5.28 U.S. Securities Law Matters**

Neither LiCAN nor any person acting on its behalf has made or shall make any directed selling efforts (as that term is defined in Regulation S) in the United States with respect to the Cashbox Shares or has engaged or shall engage in any form of general solicitation or general advertising (as those terms are used in Regulation D), including advertisements, articles, notices or other communications published in any newspaper, magazine, or similar media or broadcast over radio or television, or any seminar or meeting whose attendees had been invited by general solicitation or general advertising in connection with the offer or exchange of the Cashbox Shares in the United States.

## **5.29 No Shareholdings in Cashbox**

LiCAN does not, legally or beneficially, own, directly or indirectly, any securities of Cashbox and does not have any right, agreement or obligation to purchase any securities of Cashbox or any securities or obligations of any kind convertible into or exchangeable for any securities of Cashbox, except as otherwise set forth in this Agreement.

## **5.30 Restrictions on Business Activities**

There is no agreement, judgment or Order binding upon LiCAN or that has or could be reasonably expected to have the effect of prohibiting, restricting or materially impairing any business practice of LiCAN, any acquisition of property by LiCAN, or the conduct of business by LiCAN as currently conducted.

## **5.31 Expropriation**

No property or asset of LiCAN has been taken or expropriated by any Governmental Entity and no notice or proceeding in respect of any such expropriation has been given or commenced and, to the knowledge of LiCAN, there is no intent or proposal to give any such notice or commence any such proceeding.

## **5.32 Right to Use Personal Information**

All personal information in the possession of LiCAN has been collected, used and disclosed in compliance with all applicable privacy Laws in those jurisdictions in which LiCAN is deemed by operation of law in those jurisdictions, to conduct its business. LiCAN has disclosed to Cashbox all Contracts and facts concerning the collection, use, retention, destruction and disclosure of personal information, and there are no other Contracts, or facts which, on completion of the

transactions contemplated by this Agreement, would restrict or interfere with the use of any personal information by LiCAN in the operation of its business as conducted by LiCAN before Closing. There are no claims pending or, to the knowledge of LiCAN, threatened, with respect to LiCAN's collection, use or disclosure of personal information.

### **5.33 Completeness of Disclosure**

No representation or warranty by LiCAN in this Agreement nor any certificate, schedule, statement, document or instrument furnished or to be furnished to Cashbox pursuant hereto contains or shall contain any untrue statement of a material fact or omits or shall omit to state a material fact required to be stated herein or therein or necessary to make any statement herein or therein not materially misleading.

## **ARTICLE 6 REPRESENTATIONS AND WARRANTIES OF CASHBOX**

Cashbox hereby represents and warrants to LiCAN and the Shareholders and acknowledges that LiCAN and the Shareholders are relying upon such representations and warranties in connection with the execution, delivery and performance of this Agreement, notwithstanding any investigation made by or on behalf of LiCAN or the Shareholders, as follows:

### **6.1 Organization and Good Standing**

Cashbox has been incorporated and validly exists under the Laws of its governing jurisdiction and is in good standing under applicable corporate Laws and has full corporate and legal power and authority to own its property and assets and to conduct its business as currently owned and conducted. Cashbox is registered, licensed or otherwise qualified in each jurisdiction where the nature of the business or the location or character of the property and assets owned or leased by it requires it to be so registered, licensed or otherwise qualified, other than those jurisdictions where the failure to be so registered, licensed or otherwise qualified would not have a Material Adverse Effect on Cashbox.

### **6.2 Authority, Execution and Delivery**

- (a) Cashbox has all requisite corporate power and authority to execute and deliver this Agreement and any other document contemplated by this Agreement (collectively, the "**Cashbox Documents**") to be executed by Cashbox and to perform its obligations hereunder and to consummate the transactions contemplated hereby.
- (b) The execution and delivery of the Cashbox Documents by Cashbox and the consummation of the transactions contemplated hereby have been duly authorized by the Cashbox Board. No other corporate or shareholder proceedings on the part of Cashbox are necessary to authorize the execution and delivery of such documents or to consummate the transactions contemplated hereby. This Agreement has been, and the other Cashbox Documents when executed and delivered by Cashbox as contemplated by this Agreement shall be, duly executed and delivered by Cashbox and this Agreement is, and the other Cashbox Documents when executed and delivered by Cashbox as contemplated hereby shall be, valid and binding obligations of Cashbox enforceable in accordance with

their respective terms, except as limited by bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium and other applicable Laws relating to or affecting creditors' rights generally, and to general principles of equity.

### **6.3 Non-Contravention**

Except as set forth in Schedule "D", the execution and delivery by Cashbox of this Agreement and the performance by it of its obligations hereunder and the completion of the transactions contemplated hereby, do not and shall not:

- (a) conflict with, result in a violation of, cause a default under (with or without notice, lapse of time or both) or give rise to a right of termination, amendment, cancellation or acceleration of any obligation contained in or the loss of any material benefit under any term, condition or provision of any loan or credit agreement, Contract, or other agreement, instrument, permit or license to which Cashbox is bound or is subject to or of which Cashbox is the beneficiary;
- (b) violate any provision of the notice of articles or articles of Cashbox;
- (c) violate any applicable Laws or rule or policy of the CSE (except that the approval of the CSE, which is required for the completion by Cashbox of the transactions contemplated hereby, shall be applied for by Cashbox but has not been obtained as of the date hereof);
- (d) violate any Laws or Order applicable to Cashbox or any of the property or assets of Cashbox;
- (e) cause any indebtedness owing by Cashbox to come due before its stated maturity or cause any available credit to cease to be available;
- (f) result in the imposition of any Encumbrance upon any of the property or assets of Cashbox or give any person the right to acquire any of Cashbox's assets, or restrict, hinder, impair or limit the ability of Cashbox to conduct the business of Cashbox as and where it is now being conducted; or
- (g) result in or accelerate the time for payment or vesting of, or increase the amount of any severance, unemployment compensation, "golden parachute", change of control provision, bonus, termination payments, retention bonus or otherwise, becoming due to any director or officer of Cashbox or increase any benefits otherwise payable under any pension or benefits plan of Cashbox or result in the acceleration of the time of payment or vesting of any such benefits.

### **6.4 Share Capital and Capitalization**

The authorized share capital of Cashbox consists of an unlimited number of Cashbox Shares. As of the date of this Agreement, there are 14,875,248 post-Consolidation Cashbox Shares issued and outstanding. All of the issued and outstanding Cashbox Shares have been duly authorized, are validly issued, were not issued in violation of any pre-emptive rights and are fully paid and non-assessable, are not subject to pre-emptive rights and were issued in full compliance with the Laws of its jurisdiction of organization and Cashbox's notice of articles and articles. Except as

set forth in Schedule "D", there are no outstanding options, warrants, subscriptions, conversion rights, or other rights, agreements, or commitments obligating Cashbox to issue any additional Cashbox Shares, or any other securities convertible into, exchangeable for, or evidencing the right to subscribe for or acquire from Cashbox any Cashbox Shares. There are no agreements purporting to restrict the transfer of the Cashbox Shares, no voting agreements, shareholders' agreements, voting trusts, or other arrangements restricting or affecting the voting of the Cashbox Shares.

## **6.5 Reporting Issuer Status**

Cashbox is (i) a reporting issuer (within the meaning of Applicable Securities Laws) in the Provinces of British Columbia, Alberta and Ontario (collectively, the "**Qualifying Jurisdictions**"); and (ii) is not in default of any of the requirements of the Applicable Securities Laws of the Qualifying Jurisdictions.

## **6.6 Subsidiaries**

Cashbox does not have any subsidiaries or agreements of any nature to acquire any subsidiary or to acquire or lease any other business operations.

## **6.7 Compliance**

- (a) To the knowledge of Cashbox, Cashbox is in compliance with, is not in default or violation in any material respect under, and has not been charged with or received any notice at any time of any material violation of any Laws applicable to the business or operations of Cashbox;
- (b) To the knowledge of Cashbox, Cashbox is not subject to any Order entered in any lawsuit or proceeding applicable to its business and operations;
- (c) Cashbox has duly filed all reports and returns required to be filed by it with Governmental Entities and has obtained all governmental permits and other governmental consents, except as may be required after the execution of this Agreement. All of such permits and consents are in full force and effect, and no proceedings for the suspension or cancellation of any of them, and no investigation relating to any of them, is pending or to the knowledge of Cashbox, threatened, and none of them shall be adversely affected by the consummation of the Share Exchange; and
- (d) Cashbox has operated, and to the knowledge of Cashbox its former parent company and subsidiaries operated, in material compliance with all Laws and Orders applicable to its business or any business formerly conducted by it, including but not limited to the development and marketing of software for the sale of cannabis. Cashbox has not received, and to the knowledge of Cashbox its former parent company and subsidiaries did not receive, any notice of any violation thereof, nor is Cashbox aware of any valid basis therefore.

## **6.8 Consents**

No consent, approval, Order or authorization of, or declaration or filing with, any Governmental

Entity or other person is required to be obtained by Cashbox in connection with the execution and delivery of this Agreement or the consummation by Cashbox of the transactions contemplated hereby other than:

- (a) the approval of the CSE as referred to in Section 6.3(c);
- (b) the Cashbox Shareholder Approval;
- (c) filings with and approvals by the Securities Authorities; and
- (d) any other consents, approvals, Orders, authorizations, declarations or filings which, if not obtained, would not, individually or in the aggregate, have a Material Adverse Effect on Cashbox.

### **6.9 Board Approvals**

The Cashbox Board has unanimously:

- (a) determined that the Share Exchange is in the best interests of Cashbox;
- (b) determined to recommend that the Cashbox Shareholders vote in favour of the Share Exchange; and
- (c) authorized the entering into of this Agreement, and the performance of Cashbox's obligations hereunder.

### **6.10 Material Contracts**

Schedule "D" lists each Material Contract to which Cashbox is a party, with the exception of this Agreement and the agreements contemplated hereby. Each Material Contract is enforceable in accordance with its terms (except as enforceability may be limited by bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium and other applicable Laws relating to or affecting creditors' rights generally, and to general principles of equity).

### **6.11 No Defaults**

Cashbox is not in default under, and, there exists no event, condition or occurrence which, after notice or lapse of time or both, would constitute a default by Cashbox under any bond, deed of trust, concession, easement, Contract or other instrument that is material to the conduct of the business of Cashbox to which it is a party or by which it is bound or subject to that would, individually or in the aggregate, have a Material Adverse Effect on Cashbox. No party to any Contract to which Cashbox is a party has given written notice to Cashbox of or made a claim against Cashbox with respect to any breach or default thereunder, in any such case in which such breach or default constitutes a Material Adverse Effect on Cashbox.

### **6.12 Financial Matters**

- (a) The Cashbox Financial Statements were prepared in accordance with IFRS consistently applied, and fairly present in all material respects the financial condition of Cashbox at the Cashbox Accounting Date and the results of operations of Cashbox for the period covered.

- (b) Except as disclosed in the Cashbox Financial Statements and for legal and accounting costs incurred in connection with the Share Exchange, as of the date hereof Cashbox does not have any liability or obligation (including, without limitation, liabilities (whether accrued, absolute, contingent or otherwise) or obligations to fund any operations or work or exploration program, to give any guarantees or for Taxes), whether accrued, absolute, contingent or otherwise, or any related party transactions or off-balance sheet transactions not reflected in the Cashbox Financial Statements, except liabilities and obligations incurred in the ordinary course of business since the Cashbox Accounting Date, which liabilities or obligations would not reasonably be expected to have a Material Adverse Effect on Cashbox.

### **6.13 Public Record**

Cashbox has filed with the Securities Authorities, all applicable self-regulatory authorities and the CSE, a true and complete copy of all forms, reports, schedules, statements, certifications, material change reports and other documents required to be filed by it, including the Cashbox Public Record. The Cashbox Public Record, at the time filed or, if amended, as of the date of such amendment:

- (a) did not contain any misrepresentation (as defined in the *Securities Act* (British Columbia)) and did not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading; and
- (b) complied in all material respects with the requirements of Applicable Securities Laws and the rules, policies and instruments of all Securities Authorities or stock exchange or other self-regulatory authority having jurisdiction over Cashbox.

Cashbox has not filed any confidential material change or other report or other document with any Securities Authorities or stock exchange or other self-regulatory authority which at the date hereof remains confidential.

### **6.14 Books and Records**

- (a) The corporate records and minute books of Cashbox have been maintained in accordance with all applicable Laws and are complete and accurate in all material respects, except where such incompleteness or inaccuracy would not have a Material Adverse Effect on Cashbox.
- (b) The financial books and records and accounts of Cashbox, in all material respects:
  - (i) have been maintained in accordance with good business practices on a basis consistent with prior years and past practice;
  - (ii) are stated in reasonable detail and accurately and fairly reflect the transactions and acquisitions and dispositions of assets of Cashbox; and
  - (iii) accurately and fairly reflect the basis for the Cashbox Financial Statements.

## 6.15 Absence of Changes

Except as disclosed in the Cashbox Public Record or as contemplated herein, since the Cashbox Accounting Date:

- (a) Cashbox has conducted its business only in the ordinary course of business consistent with past practice;
- (b) Cashbox has not incurred or suffered a Material Adverse Change;
- (c) there has not been any acquisition or sale by Cashbox of any material property or assets;
- (d) other than in the ordinary course of business consistent with past practice and in respect of the Bridge Loan, there has not been any incurrence, assumption or guarantee by Cashbox of any debt for borrowed money, any creation or assumption by Cashbox of any Encumbrance, any making by Cashbox of any loan, advance or capital contribution to or investment in any other person or any entering into, amendment of, relinquishment, termination or non-renewal by Cashbox, of any contract, agreement, licence, lease transaction, commitment or other right or obligation that would, individually or in the aggregate, have a Material Adverse Effect on Cashbox;
- (e) Cashbox has not declared or paid any dividends or made any other distribution in respect of any of the Cashbox Shares;
- (f) other than the Consolidation, Cashbox has not effected or passed any resolution to approve a split, consolidation or reclassification of any of the outstanding Cashbox Shares;
- (g) other than in the ordinary course of business consistent with past practice, there has not been any material increase in or modification of the compensation payable by Cashbox to any of its directors, officers, employees or consultants or any grant to any such director, officer, employee or consultant of any increase in severance or termination pay or any increase or modification of any bonus, pension, insurance or benefit arrangement made to, for or with any of such directors, officers, employees or consultants;
- (h) Cashbox has not effected any material change in its accounting methods, principles or practices, other than as disclosed in the Cashbox Financial Statements; or
- (i) Cashbox has not adopted any, or amended any, collective bargaining agreement, bonus, pension, profit-sharing, stock purchase, stock option or other benefit plan or shareholder rights plan, and

Cashbox has not agreed, whether in writing or orally, to do any of the foregoing.



## **6.16 Employees and Consultants**

- (a) Cashbox has no employees or consultants, except as set forth in Schedule "D".
- (b) Cashbox is not (i) a party to any collective bargaining agreement; (ii) to the knowledge of Cashbox, subject to any application for certification or threatened or apparent union-organizing campaigns for employees not covered under a collective bargaining agreement; or (iii) subject to any current, or to the knowledge of Cashbox, pending or threatened strike or lockout.

## **6.17 Litigation**

- (a) There is no claim, action, proceeding or investigation pending or in progress or, to the knowledge of Cashbox threatened against or relating to Cashbox or affecting any of the property or assets of Cashbox before any Governmental Entity which individually or in the aggregate has, or could reasonably be expected to have, a Material Adverse Effect on Cashbox, and Cashbox is not aware of any existing ground on which any such claim, action, proceeding or investigation might be commenced with any reasonable likelihood of success.
- (b) There is no bankruptcy, liquidation, winding-up or other similar proceeding pending or in progress, or, to the knowledge of Cashbox, threatened against or relating to LiCAN before any Governmental Entity. Neither Cashbox nor any of its property or assets are subject to any outstanding Order that involves or may involve, or restricts or may restrict the right or ability of Cashbox to conduct its business in all material respects as it has been carried on prior to the date hereof, or that would materially impede the consummation of the transactions contemplated by this Agreement, except to the extent any such matter would not, individually or in the aggregate, have a Material Adverse Effect on Cashbox.

## **6.18 Real Property**

Cashbox does not own any real property. Each of the leases, subleases, claims or other real property interests (in this Section 6.18, collectively, the "**Leases**") to which Cashbox is a party or is bound, as set forth in Schedule "D", is legal, valid, binding, enforceable and in full force and effect in all material respects. All rental and other payments required to be paid by Cashbox pursuant to any such Leases have been duly paid and no event has occurred which, upon the passing of time, the giving of notice, or both, would constitute a breach or default by any party under any of the Leases. The Leases shall continue to be legal, valid, binding, enforceable and in full force and effect on identical terms following the Closing Date. Cashbox has not assigned, transferred, conveyed, mortgaged, deeded in trust, or encumbered any interest in the Leases or the leasehold property pursuant thereto.

## **6.19 Assets**

Cashbox has good and marketable title to its assets free and clear of any Encumbrances, adverse claims and demands of any nature or kind whatsoever recorded or unrecorded.

## **6.20 Intellectual Property**

- (a) Cashbox is the exclusive owner of, or possesses adequate enforceable rights to use, its Intellectual Property, free and clear of any Encumbrances which would, individually or in the aggregate, have a Material Adverse Effect on Cashbox and Cashbox has no knowledge of any claim or adverse ownership in respect thereof;
- (b) Cashbox is not aware of a claim of any infringement or breach by Cashbox of any industrial or Intellectual Property rights of any other person, nor has Cashbox received any notice, nor is Cashbox otherwise aware, that the use of the Intellectual Property of Cashbox infringes upon or breaches any industrial or Intellectual Property rights of any other person, and Cashbox has no knowledge of any infringement or violation of any of the rights of Cashbox in the Intellectual Property and is not aware of any state of facts that cast doubt on the validity or enforceability of any such Intellectual Property;

## **6.21 Insurance**

Cashbox maintains policies of insurance in amounts and in respect of such risks as are normal and usual for companies of a similar size and business and such policies are in full force and effect as of the date hereof.

## **6.22 Tax Matters**

- (a) Cashbox has, or will have prior to the Closing Date, duly and timely made or prepared all Tax Returns required to be made or prepared by it, has duly and timely filed all Tax Returns required to be filed by it with the appropriate Governmental Entity and has, in all material respects, completely and correctly reported all income and all other amounts or information required to be reported thereon.
- (b) Cashbox has, or will have prior to the Closing Date, duly and timely paid all Taxes due and payable by it.
- (c) Cashbox has duly and timely withheld all Taxes and other amounts required by applicable Laws to be withheld by it and has duly and timely remitted to the appropriate Governmental Entity such Taxes and other amounts required by applicable Laws to be remitted by it.
- (d) Cashbox has duly and timely collected all amounts on account of sales or transfer taxes, including goods and services, harmonized sales and provincial or territorial sales taxes, required by applicable Laws to be collected by it and has duly and timely remitted to the appropriate Governmental Entity any such amounts required by applicable Laws to be remitted by it.
- (e) The charges, accruals and reserves for Taxes reflected on the Cashbox Financial Statements (whether or not due and whether or not shown on any Tax Return but excluding any provision for deferred income taxes) are, in the opinion of Cashbox, adequate under IFRS to cover Taxes with respect to Cashbox accruing through the date hereof.

- (f) There are no proceedings, investigations, audits, assessments, reassessments or claims now pending or, to the knowledge of Cashbox, threatened against Cashbox that propose to assess Taxes in addition to those reported in the Tax Returns.
- (g) No waiver of any statutory limitation period with respect to Taxes has been given or requested with respect to Cashbox.

### **6.23 Compliance with Laws**

Cashbox has complied with and is not in violation of any applicable Laws other than such non-compliance or violations that would not, individually or in the aggregate, have a Material Adverse Effect on Cashbox.

### **6.24 No Cease Trade**

Cashbox is not subject to any cease trade or other Order of any applicable stock exchange or Securities Authority and, to the knowledge of Cashbox, no investigation or other proceedings involving Cashbox that may operate to prevent or restrict trading of any securities of Cashbox are currently in progress or pending before any applicable stock exchange or Securities Authority.

### **6.25 No Option on Assets**

No person has any agreement or option or any right or privilege capable of becoming an agreement or option for the purchase from Cashbox of any of the material assets of Cashbox.

### **6.26 Certain Contracts**

Cashbox is not a party to or bound by any non-competition agreement or, any other agreement, obligation or Order that purports to:

- (a) limit the manner or the localities in which all or any material portion of the business of Cashbox is conducted;
- (b) limit any business practice of Cashbox in any material respect; or
- (c) restrict any acquisition or disposition of any property by Cashbox in any material respect.

### **6.27 Certain Transactions**

Cashbox is not a guarantor or indemnitor of any indebtedness of any third party, including any person, firm or corporation.

### **6.28 Broker's Commissions**

Cashbox has not entered into any agreement that would entitle any person to any valid claim against them for a broker's commission, finder's fee or any like payment in respect of the Share Exchange or any other matter contemplated by this Agreement.

## 6.29 Shares

The Cashbox Shares to be issued pursuant to the Share Exchange shall, upon issue, (i) be issued as fully paid and non-assessable; (ii) be freely trading shares, subject to any applicable escrow provisions, resale restrictions and/or restricted periods under the rules and policies of the CSE or Applicable Securities Laws; and (iii) subject to the approval of the CSE, listed for trading on the CSE.

## 6.30 U.S. Securities Law Matters

- (a) Cashbox is a "foreign issuer" within the meaning of Regulation S and reasonably believes that there is no substantial U.S. market interest (as that term is defined in Regulation S) in the Cashbox Shares.
- (b) Cashbox is not now, and is not registered, or required to be registered, as an "investment company" (as defined in the United States *Investment Company Act of 1940*).
- (c) Except with respect to offers and sales to accredited investors who are in the United States in reliance upon the exemption from the registration requirements of the 1933 Act provided by Rule 506 of Regulation D, neither Cashbox nor any of its affiliates, nor any person acting on its or their behalf, has made or shall make:
  - (i) any offer to sell, or any solicitation of an offer to buy, any Cashbox Shares to any person in the United States; or
  - (ii) any sale of Cashbox Shares unless, at the time the buy order was or shall have been originated, the purchaser is outside the United States or Cashbox, its affiliates, and any person acting on their behalf reasonably believe that the purchaser is outside the United States.
- (d) None of Cashbox, any of its affiliates or any person acting on its or their behalf has made or shall make any directed selling efforts (as that term is defined in Regulation S) in the United States with respect to the Cashbox Shares or has engaged or shall engage in any form of general solicitation or general advertising (as those terms are used in Regulation D), including advertisements, articles, notices or other communications published in any newspaper, magazine, or similar media or broadcast over radio or television, or any seminar or meeting whose attendees had been invited by general solicitation or general advertising in connection with the offer or exchange of the Cashbox Shares in the United States.
- (e) Cashbox has not, for a period of six months prior to the date hereof, sold, offered for sale or solicited any offer to buy any of its securities in the United States.

## 6.31 No Shareholdings in Cashbox

Cashbox does not, legally or beneficially, own, directly or indirectly, any securities of LiCAN and does not have any right, agreement or obligation to purchase any securities of LiCAN or any securities or obligations of any kind convertible into or exchangeable for any securities of

LiCAN, except as otherwise set forth in this Agreement.

### **6.32 Restrictions on Business Activities**

There is no agreement or Order binding upon Cashbox or that has or could be reasonably expected to have the effect of prohibiting, restricting or materially impairing any business practice of Cashbox, any acquisition of property by Cashbox, or the conduct of business by Cashbox as currently conducted.

### **6.33 Expropriation**

No property or asset of Cashbox has been taken or expropriated by any Governmental Entity and no notice or proceeding in respect of any such expropriation has been given or commenced and, to the knowledge of Cashbox, there is no intent or proposal to give any such notice or commence any such proceeding.

### **6.34 Right to Use Personal Information**

All personal information in the possession of Cashbox has been collected, used and disclosed in compliance with all applicable privacy Laws in those jurisdictions in which Cashbox is deemed by operation of law in those jurisdictions, to conduct its business. Cashbox has disclosed to LiCAN all contracts and facts concerning the collection, use, retention, destruction and disclosure of personal information, and there are no other contracts, or facts which, on completion of the transactions contemplated by this Agreement, would restrict or interfere with the use of any personal information by Cashbox in the operation of its business as conducted by Cashbox before Closing. There are no claims pending or, to the knowledge of Cashbox, threatened, with respect to Cashbox's collection, use or disclosure of personal information.

### **6.35 Money Laundering**

The operations of each of Cashbox and its former parent company and subsidiaries are, and have been, conducted at all times in compliance with applicable financial recordkeeping and reporting requirements of the money laundering statutes in all applicable jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any Governmental Entity (in this Section 6.35, collectively, "**Money Laundering Laws**") and no action, suit or proceeding by or before any court, Governmental Entity or non-governmental authority involving Cashbox or any of its subsidiaries with respect to the Money Laundering Laws is, to the knowledge of Cashbox, pending or threatened.

### **6.36 Completeness of Disclosure**

No representation or warranty by Cashbox in this Agreement nor any certificate, schedule, statement, document or instrument furnished or to be furnished to Cashbox pursuant hereto contains or shall contain any untrue statement of a material fact or omits or shall omit to state a material fact required to be stated herein or therein or necessary to make any statement herein or therein not materially misleading.

## ARTICLE 7 COVENANTS

### 7.1 Covenants of the Shareholders

Each of the Shareholders hereby covenants and agrees with LiCAN and Cashbox as follows:

- (a) Certain Actions. Each Shareholder shall use its commercially reasonable efforts to (i) not take any action, (ii) not refrain from taking any commercially reasonable action, and (iii) permit any action to be taken or not taken that is inconsistent with the provisions of this Agreement or that would reasonably be expected to materially impede the completion of the transactions contemplated hereby or would render, or that could reasonably be expected to render, any representation or warranty made by the Shareholders in this Agreement untrue or inaccurate in any material respect at any time on or before the Closing Date if then made or that would or could have a Material Adverse Effect on the LiCAN Shares held by such Shareholder.
- (b) Representations. Each Shareholder shall use its commercially reasonable efforts to conduct its affairs so that all of the representations and warranties of the Shareholders contained herein shall be true and correct on and as of the Closing Date as if made on and as of such date.
- (c) Closing Documents. Each Shareholder shall execute and deliver, or cause to be executed and delivered, at Closing such customary agreements, instruments and certificates, resolutions, opinions and other closing documents as may be required by Cashbox, all in form and content satisfactory to Cashbox, acting reasonably.

### 7.2 Covenants of LiCAN

LiCAN hereby covenants and agrees with Cashbox as follows:

- (a) CSE Listing Statement. LiCAN shall prepare, with the assistance of Cashbox, and file with the CSE a Form 2A - *Listing Statement* (which shall be in a form satisfactory to Cashbox, acting reasonably), together with any other documents required by applicable CSE rules and policies and Laws (in this Section 7.2(a), the "**Regulatory Requirements**") in accordance with the Regulatory Requirements on the date of filing thereof, in the form and containing the information required by the Regulatory Requirements and not containing any misrepresentation (as defined in the *Securities Act* (British Columbia)) with respect thereto, other than with respect to any information relating to and provided by Cashbox. LiCAN shall with the assistance of Cashbox, promptly prepare and file with the CSE such amendments or supplements to the Form 2A – *Listing Statement*, if any, as may be required by the CSE or under applicable Laws.
- (b) Copy of Documents. LiCAN shall furnish promptly to Cashbox a copy of any dealings or communications with any Governmental Entity or Securities Authority or stock exchange in connection with, or in any way affecting, the transactions contemplated by this Agreement.

- (c) Certain Actions Prohibited. Other than in contemplation of or as required to give effect to the transactions contemplated by this Agreement or as otherwise permitted pursuant to this Agreement, LiCAN shall not, without the prior written consent of Cashbox, which consent shall not be unreasonably withheld or delayed, directly or indirectly do or permit to occur any of the following prior to the Closing Date:
- (i) issue, sell, grant, pledge, lease, dispose of, encumber or create any Encumbrance on or agree to issue, sell, grant, pledge, lease, dispose of, or encumber or create any Encumbrance on any shares of, or any options, warrants, calls, conversion privileges or rights of any kind to acquire any shares of LiCAN;
  - (ii) incur or commit to incur any debt, except in the ordinary and regular course of business, or to finance its working capital requirements, or as otherwise contemplated in connection with the transactions contemplated in this Agreement;
  - (iii) declare or pay any dividends or distribute any of its property or assets to Shareholders with respect to the LiCAN Shares;
  - (iv) enter into any Material Contracts, other than in the ordinary and regular course of business, except in connection with the Share Exchange or as otherwise contemplated herein;
  - (v) alter or amend its articles of incorporation or bylaws, other than as may be required in connection with the transactions contemplated herein;
  - (vi) engage in any business enterprise or other activity different from that carried on or contemplated as of the date hereof;
  - (vii) other than pursuant to the terms of property acquisitions or in the ordinary and regular course of business, sell, pledge, lease, dispose of, grant any interest in, encumber or agree to sell, pledge, lease, dispose of, grant any interest in or encumber any of its assets, except where to do so would not have a Material Adverse Effect on LiCAN;
  - (viii) redeem, purchase or offer to purchase any LiCAN Shares or other securities; or
  - (ix) acquire, directly or indirectly, any assets, including but not limited to securities of other companies, other than in the ordinary and regular course of business.
- (d) Certain Actions. LiCAN shall:
- (i) use its commercially reasonable efforts to (A) not take any action, (B) not refrain from taking any commercially reasonable action, and (C) permit any action to be taken or not taken, that is inconsistent with the provisions of this Agreement or that would reasonably be expected to materially

impede the completion of the transactions contemplated hereby or would render, or that could reasonably be expected to render, any representation or warranty made by LiCAN in this Agreement untrue or inaccurate in any material respect at any time on or before the Closing Date if then made or that would or could have a Material Adverse Effect on LiCAN; and

- (ii) promptly notify Cashbox of:
  - (A) any Material Adverse Change or Material Adverse Effect, or any change, event, occurrence or state of facts that could reasonably be expected to become a Material Adverse Change or to have a Material Adverse Effect, in respect of the business or in the conduct of the business of LiCAN;
  - (B) any material Governmental Entity or third person complaints, investigations or hearings (or communications indicating that the same may be contemplated);
  - (C) any breach by LiCAN of any covenant or agreement contained in this Agreement; and
  - (D) any event occurring subsequent to the date hereof that would render any representation or warranty of LiCAN contained in this Agreement, if made on or as of the date of such event or the Closing Date, to be untrue or inaccurate in any material respect.
  
- (e) Satisfaction of Conditions. LiCAN shall use all commercially reasonable efforts to satisfy, or cause to be satisfied, all conditions precedent to its obligations to the extent that the same is within its control and to take, or cause to be taken, all other action and to do, or cause to be done, all other things necessary, proper or advisable under all applicable Laws to complete the transactions contemplated by this Agreement, including using its commercially reasonable efforts to:
  - (i) obtain all other consents, approvals and authorizations as are required to be obtained by LiCAN under any applicable Laws or from any Governmental Entity that would, if not obtained, materially impede the completion of the transactions contemplated by this Agreement or have a Material Adverse Effect on LiCAN;
  - (ii) effect all necessary registrations, filings and submissions of information requested by Governmental Entities required to be effected by it in connection with the transactions contemplated by this Agreement and participate and appear in any proceedings of any Party before any Governmental Entity;
  - (iii) oppose, lift or rescind any injunction or restraining order or other Order or action challenging or affecting this Agreement, the transactions contemplated hereby or seeking to enjoin or delay, or otherwise adversely affecting the ability of the Parties to consummate, the transactions contemplated hereby, subject to the LiCAN Board determining in good



faith after receiving advice from outside legal counsel (which may include written opinions or advice) that taking such action would be inconsistent with the fiduciary duties of such directors under applicable Laws, and provided that, immediately upon receipt of such advice, LiCAN advises Cashbox in writing that it has received such advice and provides written details thereof to Cashbox;

- (iv) fulfill all conditions and satisfy all provisions of this Agreement and the Share Exchange required to be fulfilled or satisfied by LiCAN; and
- (v) co-operate with Cashbox in connection with the performance by it of its obligations hereunder, provided however that the foregoing shall not be construed to obligate LiCAN to pay or cause to be paid any monies to cause such performance to occur.
- (f) Keep Fully Informed. Subject to applicable Laws, LiCAN shall use commercially reasonable efforts to conduct itself so as to keep Cashbox fully informed as to the material decisions or actions required or required to be made with respect to the operation of its business.
- (g) Representations. LiCAN shall use its commercially reasonable efforts to conduct its affairs so that all of the representations and warranties of LiCAN contained herein shall be true and correct on and as of the Closing Date as if made on and as of such date.
- (h) Closing Documents. LiCAN shall execute and deliver, or cause to be executed and delivered, at Closing such customary agreements, instruments, certificates, resolutions, opinions and other closing documents as may be required by Cashbox, all in form satisfactory to Cashbox, acting reasonably.

### **7.3 Covenants of Cashbox**

Cashbox hereby covenants and agrees with LiCAN and the Shareholders as follows:

- (a) Cashbox Shareholder Approval. Cashbox shall use its commercially reasonable efforts to obtain, in a timely manner prior to the Closing Date, the Cashbox Shareholder Approval.
- (b) Copy of Documents. Cashbox shall furnish promptly to LiCAN a copy of any filing under any applicable Laws and any dealings or communications with any Governmental Entity, Securities Authority or stock exchange in connection with, or in any way affecting, the transactions contemplated by this Agreement.
- (c) Certain Actions Prohibited. Other than in contemplation of or as required to give effect to the transactions contemplated by this Agreement or as otherwise permitted pursuant to this Agreement, Cashbox shall not, without the prior written consent of LiCAN, which consent shall not be unreasonably withheld or delayed, directly or indirectly do or permit to occur any of the following prior to the Closing Date:

- (i) issue, sell, grant, pledge, lease, dispose of, encumber or create any Encumbrance on or agree to issue, sell, grant, pledge, lease, dispose of, or encumber or create any Encumbrance on any shares of, or any options, warrants, calls, conversion privileges or rights of any kind to acquire any shares of Cashbox, other than the issuance of subscription receipts in respect of the Cashbox Financing and the issue of Cashbox Shares upon the exercise of warrants and stock options issued prior to the date of this Agreement;
  - (ii) incur or commit to incur any debt, except in the ordinary and regular course of business, or to finance its working capital requirements, or as otherwise contemplated herein in connection with the transactions contemplated by this Agreement;
  - (iii) declare or pay any dividends or distribute any of its properties or assets to shareholders with respect to the Cashbox Shares;
  - (iv) enter into Material Contracts, other than in the ordinary and regular course of business, except in connection with the Share Exchange or as otherwise contemplated herein;
  - (v) alter or amend its notice of articles or articles, other than in connection with the Consolidation or as may be required in connection with the transactions contemplated herein;
  - (vi) engage in any business enterprise or other activity different from that carried on or contemplated as of the date hereof;
  - (vii) other than pursuant to the terms of property acquisitions or in the ordinary and regular course of business, sell, pledge, lease, dispose of, grant any interest in, encumber or agree to sell, pledge, lease, dispose of, grant any interest in or encumber any of its assets except where to do so would not have a Material Adverse Effect on Cashbox;
  - (viii) redeem, purchase or offer to purchase any of the Cashbox Shares or other securities; or
  - (ix) acquire, directly or indirectly, any assets, including but not limited to securities of other companies, other than in the ordinary and regular course of business.
- (d) Certain Actions. Cashbox shall:
- (i) use its commercially reasonable efforts to (A) not take any action, (B) not refrain from taking any commercially reasonable action, and (C) permit any action to be taken or not taken that is inconsistent with the provisions of this Agreement or that would reasonably be expected to materially impede the completion of the transactions contemplated hereby or would render, or that could reasonably be expected to render, any representation or warranty made by Cashbox in this Agreement untrue or inaccurate in

any material respect at any time on or before the Closing Date if then made or that would or could have a Material Adverse Effect on Cashbox; and

- (ii) promptly notify LiCAN of:
  - (A) any Material Adverse Change or Material Adverse Effect, or any change, event, occurrence or state of facts that could reasonably be expected to become a Material Adverse Change or to have a Material Adverse Effect, in respect of the business or in the conduct of the business of Cashbox;
  - (B) any material Governmental Entity or third person complaints, investigations or hearings (or communications indicating that the same may be contemplated);
  - (C) any breach by Cashbox of any covenant or agreement contained in this Agreement; and
  - (D) any event occurring subsequent to the date hereof that would render any representation or warranty of Cashbox contained in this Agreement, if made on or as of the date of such event or the Closing Date, to be untrue or inaccurate in any material respect.
  
- (e) Satisfaction of Conditions. Cashbox shall use all commercially reasonable efforts to satisfy, or cause to be satisfied, all of the conditions precedent to its obligations to the extent the same is within its control and to take, or cause to be taken, all other actions and to do, or cause to be done, all other things necessary, proper or advisable under all applicable Laws to complete the transactions contemplated by this Agreement, including using its commercially reasonable efforts to:
  - (i) obtain the Cashbox Shareholder Approval in accordance with the policies of the CSE;
  - (ii) effect a consolidation of Cashbox Shares on a ten (10) for one (1) basis (the "**Consolidation**");
  - (iii) close the Cashbox Financing;
  - (iv) obtain all other consents, approvals and authorizations as are required to be obtained by Cashbox under any applicable Laws or from any Governmental Entity or under the rules or policies of the CSE that would, if not obtained, materially impede the completion of the transactions contemplated by this Agreement or have a Material Adverse Effect on Cashbox;
  - (v) effect all necessary registrations, filings and submissions of information requested by Governmental Entities required to be effected by it in connection with the transactions contemplated by this Agreement and

participate, and appear in any proceedings of, any Party hereto before any Governmental Entity;

- (vi) oppose, lift or rescind any injunction or restraining order or other Order or action challenging or affecting this Agreement, the transactions contemplated hereby or seeking to enjoin or delay, or otherwise adversely affecting the ability of the Parties to consummate, the transactions contemplated hereby, subject to the Cashbox Board determining in good faith after receiving advice from outside legal counsel (which may include written opinions or advice) that taking such action would be inconsistent with the fiduciary duties of such directors under applicable Laws, and provided that, immediately upon receipt of such advice, Cashbox advises LiCAN in writing that it has received such advice and provides written details thereof to LiCAN;
  - (vii) fulfill all conditions and satisfy all provisions of this Agreement and the Share Exchange required to be fulfilled or satisfied by Cashbox; and
  - (viii) co-operate with LiCAN in connection with the performance by LiCAN of its obligations hereunder; provided however that the foregoing shall not be construed to obligate Cashbox to pay or cause to be paid any monies to cause such performance to occur, other than as contemplated in this Agreement.
- (f) Keep Fully Informed. Subject to applicable Laws, Cashbox shall use its commercially reasonable efforts to conduct itself so as to keep LiCAN fully informed as to the material decisions or actions required or required to be made with respect to the operation of its business.
- (g) Co-operation. Cashbox shall fully cooperate with LiCAN in the preparation of the CSE Form 2A - *Listing Statement* and shall provide such assistance as LiCAN may reasonably request in connection therewith. Without limiting the generality of the foregoing, Cashbox shall provide to LiCAN, in a timely and expeditious manner, all information as may be reasonably requested by LiCAN or as required by applicable Laws and CSE rules and policies (in this Section 7.3(g), the "**Regulatory Requirements**") with respect to Cashbox and its business, assets, management and shareholders for inclusion in a Form 2A - *Listing Statement* to be filed with the CSE in conjunction with this Agreement and the transactions contemplated herein, and in any amendment or supplement thereto that complies in all material respects with the Regulatory Requirements and containing all material facts relating to it required to be disclosed in such form and not containing any misrepresentation (as defined in the *Securities Act* (British Columbia)) with respect thereto.
- (h) Representations. Cashbox shall use its commercially reasonable efforts to conduct its affairs so that all of the representations and warranties of Cashbox contained herein shall be true and correct on and as of the Closing Date as if made on and as of such date.
- (i) Closing Documents. Cashbox shall execute and deliver, or cause to be executed

and delivered, at Closing such customary agreements, instruments, certificates, opinions, resolutions and other closing documents as may be required by LiCAN, all in form satisfactory to LiCAN, acting reasonably.

(j) Listing of Shares. Until the earlier of:

- (i) the Closing Time; and
- (ii) the termination of this Agreement in accordance with Section 9.2,

Cashbox shall use its commercially reasonable efforts to ensure that the Cashbox Shares, are continuously listed and posted for trading on the CSE.

(k) Name Change. At or prior to Closing, Cashbox shall change its name to "Volta Metals Ltd." or such other name as is approved by LiCAN and is acceptable to the CSE.

(l) Cashbox Board. At or prior to Closing, the Cashbox Board shall approve resolutions to:

- (i) accept the resignations from the directors and officers of Cashbox that shall no longer be serving in such capacity following Closing;
- (ii) change the composition of the Cashbox Board such that it shall be comprised of the individuals listed below; and
- (iii) appoint the officers listed below:

<u>Name</u>	<u>Title</u>
Kerem Usenmez	Director, President and Chief Executive Officer
Darren Morgan	Chief Financial Officer and Corporate Secretary
Mark Cruise	Director and Chairman of the Cashbox Board
Mike Hoffman	Director
Murray Hinz	Director
Brad Humphrey	Director
Saga Williams	Director

#### **7.4 Mutual Covenants**

(a) Access and Information. Between the date of this Agreement and the Closing Date, LiCAN and Cashbox shall, and shall cause each of their respective Representatives to:

- (i) afford the other and its Representatives full and free access to its personnel, properties, assets, Contracts, books and records, and other documents and data;

- (ii) furnish the other and its Representatives with copies of all such Contracts, books and records, and other existing documents and data as required by this Agreement and as the other may otherwise reasonably request; and
- (iii) furnish the other and its Representatives with such additional financial, operating, and other data and information as the other may reasonably request.

All of such access, investigation and communication by each of Cashbox and LiCAN and each of their respective Representatives shall be conducted during normal business hours and in a manner designed not to interfere unduly with the normal business operations of the other. Each of Cashbox and LiCAN shall instruct its auditors to co-operate with the other party and its Representatives in connection with such investigations.

- (b) Confidential Information. Each of LiCAN and Cashbox (in this Section 7.4(b), each a "**Receiving Party**") agrees that any information as to a Party's financial condition, business, properties, title, assets and affairs (including any Material Contracts) received from the other Party (in this Section 7.4(b), each a "**Disclosing Party**") as part of its due diligence investigations in connection with the transactions contemplated in this Agreement, including information which, at the time of receipt had not become generally available to the public, was not available to the Receiving Party or its Representatives on a non-confidential basis before the date of the execution of this Agreement or does not become available to the Receiving Party or its Representatives on a non-confidential basis from a person who is not, to the knowledge of the Receiving Party or its Representatives, otherwise bound by confidentiality obligations to the provider of such information or otherwise prohibited from transmitting the information to the Receiving Party or its Representatives ("**confidential information**") shall be kept confidential by the Receiving Party for a period of two (2) years from the date hereof. Prior to releasing any confidential information, the Disclosing Party may require the Receiving Party to enter into a mutually acceptable confidentiality agreement. No confidential information may be released to third parties without the consent of the Disclosing Party, except that the Parties agree that they shall not unreasonably withhold such consent to the extent that such confidential information is compelled to be released by legal process or must be released to regulatory bodies and/or included in public documents. The provisions of this Section 7.4(b) shall survive the termination of this Agreement.
- (c) Public Statements. Until the Closing occurs, each of LiCAN and Cashbox shall consult with the other Party prior to issuing any press release or other public statement relating to this Agreement or the transactions contemplated in this Agreement. In addition, until the Closing occurs, each of LiCAN and Cashbox shall obtain prior approval, such approval not to be unreasonably withheld, from the other Party before issuing any press release or public statement using the names of any of its officers, directors, employees, consultants or shareholders.
- (d) Exclusive Dealing.

- (i) Each of Cashbox, LiCAN and the Shareholders covenants and agrees with the other Parties that, until the termination of this Agreement in accordance with Section 9.2, it shall not, without prior written consent of the other Parties, directly or indirectly:
  - (A) initiate, solicit, cause, facilitate or participate in any (confidential or otherwise) offer or expression of interest to sell any of its securities or assets to a third party;
  - (B) except with regard to the Share Exchange, pursue any issuance of securities, other amalgamation, merger, arrangement, business combination, reorganization, or sale of assets or make any other material change to its business, capital or affairs, or participate in any discussions or negotiations regarding, or provide information concerning the foregoing; or
  - (C) conduct any activity otherwise materially detrimental to the Share Exchange.

Notwithstanding the foregoing, nothing herein shall restrict the Parties from taking such actions as may be required in order to discharge their obligations pursuant to applicable corporate laws.

- (ii) Should either Cashbox or LiCAN breach the provisions set forth in Section 7.4(d)(i) above, such Party shall forthwith pay to the other Party an expense reimbursement fee equal to \$50,000 as partial reimbursement for third party costs and expenses incurred in connection with the Share Exchange. The Parties acknowledge and agree that in the event such payment is made, such payment shall be the sole and exclusive remedy of each Party in respect of a violation of the provisions set forth in Section 7.4(d)(i).

## **ARTICLE 8 CLOSING CONDITIONS**

### **8.1 Mutual Conditions in Favour of LiCAN, the Shareholders and Cashbox**

The respective obligations of LiCAN, the Shareholders and Cashbox to complete the transactions contemplated herein are subject to the fulfillment of the following conditions at or before the Closing Time or such other time as is specified below:

- (a) the Cashbox Shareholder Approval shall have been obtained in accordance with the requirements of the CSE;
- (b) each of the LiCAN Board and the Cashbox Board shall have adopted all necessary resolutions and all other necessary corporate action shall have been taken by LiCAN and Cashbox to permit the consummation of the Share Exchange and all other matters contemplated in this Agreement;
- (c) the CSE shall have acknowledged receipt of documentation in respect of and

approved all transactions of Cashbox contemplated herein or necessary to complete the Share Exchange, subject only to compliance with the usual requirements of the CSE, as applicable;

- (d) the CSE shall have conditionally approved the listing on the CSE of the Cashbox Shares to be issued pursuant to the Share Exchange, on terms and conditions acceptable to each of the Parties, acting reasonably;
- (e) the distribution of the Cashbox Shares pursuant to the Share Exchange shall be exempt from prospectus and registration requirements under Applicable Securities Laws in Canada and, except with respect to persons deemed to be "control persons" of Cashbox under the *Securities Act* (British Columbia), such Cashbox Shares shall be freely trading shares, subject to escrow provisions and/or resale restrictions under the rules and policies of the CSE;
- (f) the Escrow Agent and the Shareholders who shall be Related Persons of Cashbox upon Closing shall have executed the Escrow Agreement, in accordance with the requirements of the CSE; and
- (g) no suit, action, or proceeding shall be pending or threatened which (i) makes illegal or otherwise directly or indirectly restrains, enjoins or prohibits the Share Exchange or any other transactions contemplated herein; or (ii) results in a judgment or assessment of material damages directly or indirectly relating to the transactions contemplated herein.

The foregoing conditions are for the mutual benefit of LiCAN, the Shareholders and Cashbox and may be waived by mutual consent of LiCAN (on its own behalf and behalf of the Shareholders) and Cashbox in writing at any time. No such waiver shall be of any effect unless it is in writing signed by LiCAN and Cashbox. If any of such conditions shall not be complied with or waived as aforesaid on or before the Completion Deadline or, if earlier, the date required for the performance thereof, then, subject to Section 8.4, either of LiCAN (on its own behalf and behalf of the Shareholders) or Cashbox may terminate this Agreement by written notice to the other Party in circumstances where the failure to satisfy any such condition is not the result, directly or indirectly, of a breach of this Agreement by such terminating Party.

## **8.2 Conditions in Favour of LiCAN and the Shareholders**

The obligation of LiCAN and the Shareholders to complete the transactions contemplated herein is subject to the fulfillment of the following additional conditions at or before the Closing Time or such other time as is specified below:

- (a) the representations and warranties made by Cashbox in this Agreement that are qualified by the expression "Material Adverse Change" or "Material Adverse Effect" shall be true and correct as of the Closing Date as if made on and as of such date (except to the extent that such representations and warranties speak as of an earlier date, in which event such representations and warranties shall be true and correct as of such earlier date), and all other representations and warranties made by Cashbox in this Agreement shall be true and correct in all material respects as of the Closing Date as if made on and as of such date (except to the extent that such representations and warranties speak as of an earlier date, in



which event such representations and warranties shall be true and correct as of such earlier date), in either case, except where any failures or breaches of representations and warranties would not either individually or in the aggregate, in the reasonable judgment of LiCAN, have a Material Adverse Effect on Cashbox, and Cashbox shall have provided to LiCAN a certificate of two officers thereof certifying such accuracy or lack of Material Adverse Effect on the Closing Date. No representation or warranty made by Cashbox hereunder shall be deemed not to be true and correct if the facts or circumstances which make such representation or warranty untrue or incorrect are disclosed or referred to, or provided for, or stated to be exceptions under this Agreement;

- (b) from the date of this Agreement to the Closing Date, there shall not have occurred a Material Adverse Change in respect of Cashbox;
- (c) Cashbox shall have complied in all material respects with its covenants herein and Cashbox shall have provided to LiCAN a certificate of two officers thereof, certifying that, as of the Closing Date, it has so complied with its covenants herein;
- (d) the Cashbox Board shall have adopted all necessary resolutions and all other necessary corporate action shall have been taken by Cashbox and LiCAN to permit the consummation of the Share Exchange and the transactions to be completed by Cashbox pursuant to the terms of this Agreement;
- (e) upon completion of its legal and financial due diligence review of Cashbox, including with respect to the Cashbox Financial Statements and the Cashbox Public Record, LiCAN shall be satisfied (acting reasonably) that there are no objective grounds that are likely to give rise to a Material Adverse Change in Cashbox;
- (f) the Cashbox Board shall have procured duly executed resignations and releases in favour of Cashbox effective at the Closing Time from each director and executive officer of Cashbox who shall no longer be serving in such capacity or capacities following completion of the Share Exchange;
- (g) immediately prior to Closing and on a post-Consolidation basis, Cashbox's capital structure shall consist of no more than 14,875,248 Cashbox Shares (not taking into account any Cashbox Shares issued in connection with the Cashbox Financing), 299,078 stock options, 150,000 warrants, and no other securities exercisable or exchangeable for, or convertible into, or other rights to acquire, Cashbox Shares;
- (h) Cashbox shall have completed the Cashbox Financing and the gross proceeds thereof shall be held in escrow pursuant to the terms of the Cashbox Financing; and
- (i) at Closing, Cashbox will have:
  - (i) no liabilities; and

- (ii) at least \$450,000 cash in its bank account (not including the proceeds from the Cashbox Financing).

The foregoing conditions are for the benefit of LiCAN and the Shareholders and may be waived, in whole or in part, by LiCAN (on its own behalf and behalf of the Shareholders) in writing at any time. No such waiver shall be of any effect unless it is in writing signed by LiCAN. If any of such conditions shall not be complied with or waived by LiCAN (on its own behalf and behalf of the Shareholders) on or before the Closing Date or, if earlier, the date required for the performance thereof, then, subject to Section 8.4, LiCAN (on its own behalf and behalf of the Shareholders) may terminate this Agreement by written notice to the other Parties in circumstances where the failure to satisfy any such condition is not the result, directly or indirectly, of a breach of this Agreement by LiCAN or the Shareholders.

### **8.3 Conditions in Favour of Cashbox**

The obligation of Cashbox to complete the transactions contemplated herein is subject to the fulfillment of the following additional conditions at or before the Closing Time or such other time as is specified below:

- (a) the representations and warranties made by LiCAN in this Agreement that are qualified by the expression "Material Adverse Change" or "Material Adverse Effect" shall be true and correct as of the Closing Date as if made on and as of such date (except to the extent that such representations and warranties speak as of an earlier date, in which event such representations and warranties shall be true and correct as of such earlier date), and all other representations and warranties made by LiCAN and Shareholders in this Agreement that are not so qualified shall be true and correct in all material respects as of the Closing Date as if made on and as of such date (except to the extent that such representations and warranties speak as of an earlier date, in which event such representations and warranties shall be true and correct as of such earlier date), in either case, except where any failures or breaches of representations and warranties would not either, individually or in the aggregate, in the reasonable judgment of Cashbox, have a Material Adverse Effect on LiCAN, and LiCAN shall have provided to Cashbox a certificate of two officers thereof certifying such accuracy or lack of Material Adverse Effect on the Closing Date. No representation or warranty made by LiCAN hereunder shall be deemed not to be true and correct if the facts or circumstances that make such representation or warranty untrue or incorrect are disclosed or referred to, or provided for, or stated to be exceptions under this Agreement;
- (b) from the date of this Agreement to the Closing Date, there shall not have occurred a Material Adverse Change in respect of LiCAN;
- (c) LiCAN shall have complied in all material respects with its covenants herein and LiCAN shall have provided to Cashbox a certificate of two officers thereof certifying that, as of the Closing Date, LiCAN has so complied with its covenants herein;
- (d) the LiCAN Board shall have adopted all necessary resolutions and all other necessary corporate action shall have been taken by LiCAN and Cashbox to

permit the consummation of the Share Exchange and the transactions to be completed by LiCAN pursuant to the terms of this Agreement;

- (e) upon completion of its legal and financial due diligence review of LiCAN, Cashbox shall be satisfied (acting reasonably) that there are no objective grounds that are likely to give rise to a Material Adverse Change in LiCAN; and
- (f) immediately prior to Closing, LiCAN's capital structure shall consist of no more than 12,200,000 LiCAN Shares, and no other securities exercisable or exchangeable for, or convertible into, or other rights to acquire, LiCAN Shares.

The foregoing conditions are for the benefit of Cashbox and may be waived, in whole or in part, by Cashbox in writing at any time. No such waiver shall be of any effect unless it is in writing signed by Cashbox. If any of such conditions shall not be complied with or waived by Cashbox on or before the Closing Date or, if earlier, the date required for the performance thereof, then, subject to Section 8.4, Cashbox may terminate this Agreement by written notice to the other Parties in circumstances where the failure to satisfy any such condition is not the result, directly or indirectly, of a breach of this Agreement by Cashbox.

#### **8.4 Notice and Cure Provisions**

Each of LiCAN and Cashbox shall give prompt notice to the other Party of the occurrence, or failure to occur, at any time from the date hereof until the Closing Date, of any event or state of facts which occurrence or failure would, would be likely to or could:

- (a) cause any of the representations or warranties of such Party contained herein to be untrue or inaccurate in any respect on the date hereof or on the Closing Date;
- (b) result in the failure to comply with or satisfy any covenant or agreement to be complied with or satisfied by such Party on or before the Closing Date; or
- (c) result in the failure to satisfy any of the conditions precedent in favour of the other Party or Parties contained in Section 8.1, 8.2 and 8.3, as the case may be;

subject as herein provided, a Party may:

- (d) elect not to complete the transactions contemplated hereby by virtue of any of the conditions for its benefit contained in Section 8.1, 8.2 and 8.3 not being satisfied or waived; or
- (e) exercise any termination right arising therefrom; provided, however, that:
  - (i) promptly and in any event prior to the Closing Date, the Party intending to rely thereon has delivered a written notice to the other Party or Parties specifying in reasonable detail the breaches of covenants or untruthfulness or inaccuracy of representations and warranties or other matters that the Party delivering such notice is asserting as the basis for the exercise of the termination right, as the case may be; and

- (ii) if any such notice is delivered, and a Party proceeds diligently, at its own expense, to cure such matter, if such matter is susceptible to being cured, the Party that has delivered such notice may not terminate this Agreement until the lesser of ten (10) days from the date of delivery of such notice and the number of days remaining before the earlier of the Closing Date and the Completion Deadline.

## **8.5 Merger of Conditions**

The conditions set out in this Article 8 shall conclusively deemed to have been satisfied, waived or released upon Closing.

## **ARTICLE 9 AMENDMENT AND TERMINATION**

### **9.1 Amendment**

This Agreement may, at any time and from time to time before or after the receipt of the Cashbox Shareholder Approval be amended by mutual written agreement of LiCAN and without, subject to applicable Laws, further notice to or authorization on the part of the Shareholders and any such amendment may, without limitation:

- (a) change the time for the performance of any of the obligations or acts of any of the Parties;
- (b) waive any inaccuracies in or modify any representation or warranty contained herein or in any document delivered pursuant hereto;
- (c) waive compliance with or modify any of the covenants herein contained and waive or modify the performance of any of the obligations of any of the Parties; and
- (d) waive compliance with or modify any condition herein contained;

provided, however, that notwithstanding the foregoing, the exchange ratio set out in Section 3.1(a) shall not be amended without the approval of the affected Shareholders.

### **9.2 Termination**

This Agreement may be terminated at any time prior to the Closing Date by:

- (a) mutual agreement of LiCAN and Cashbox;
- (b) subject to Section 8.4:
  - (i) by LiCAN or Cashbox if any of the conditions in Section 8.1 for the benefit of the terminating party is not satisfied or waived in accordance with such Section;
  - (ii) by LiCAN, if any condition in Section 8.2 is not satisfied or waived in accordance with such Section; or

- (iii) by Cashbox, if any condition in Section 8.3 is not satisfied or waived in accordance with such Section;
- (c) LiCAN, if there has been a material breach by Cashbox of any representation, warranty, covenant or agreement set forth in this Agreement that is not cured by Cashbox, to the reasonable satisfaction of LiCAN, within the lesser of ten (10) days from the date of delivery of such notice and the number of days remaining before the earlier of the Closing Date and the Completion Deadline after notice of such breach is given by LiCAN (except that no cure period shall be provided for a breach by Cashbox that by its nature cannot be cured);
- (d) Cashbox, if there has been a material breach by any of LiCAN or the Shareholders of any representation, warranty, covenant or agreement set forth in this Agreement that is not cured by the breaching Party, to the reasonable satisfaction of Cashbox, within the lesser of ten (10) days from the date of delivery of such notice and the number of days remaining before the earlier of the Closing Date and the Completion Deadline after notice of such breach is given by Cashbox (except that no cure period shall be provided for a breach by the Shareholders or LiCAN that by its nature cannot be cured);
- (e) LiCAN or Cashbox, if the Share Exchange contemplated by this Agreement has not been consummated on or prior to the Completion Deadline, unless LiCAN and LiCAN agree to extend such date in writing; or
- (f) LiCAN or Cashbox, if any permanent injunction or other Order of a Governmental Entity prevents the consummation of the Share Exchange contemplated by this Agreement, which injunction or Order has become final and non-appealable.

### **9.3 Effect of Termination**

In the event of the termination of this Agreement as provided in Section 9.2, save for Sections 7.4(b), 7.4(c), 10.4, 10.11, 10.12 and 10.13 which shall remain in full force and effect, this Agreement shall be of no further force and effect; provided, however, that no termination of this Agreement shall relieve any Party of liability for any breaches of this Agreement that are based on a wrongful refusal or failure to perform any obligations.

## **ARTICLE 10 GENERAL**

### **10.1 Notices**

All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed to have been duly given or made as of the date delivered or sent if delivered personally or by email transmission, or as of the following Business Day if sent by prepaid overnight courier, to the Parties at the following addresses (or at such other addresses as shall be specified by any Party by notice to the other given in accordance with these provisions):

- (a) If to Cashbox:

Cashbox Ventures Ltd.  
2800 Park Place, 666 Burrard Street  
Vancouver, British Columbia, V6C 2Z7

Attention: Connor Cruise  
Email: [REDACTED]

with a copy (which shall not constitute notice) to:

DLA Piper (Canada) LLP  
2800 Park Place, 666 Burrard Street  
Vancouver, British Columbia, V6C 2Z7

Attention: Denis Silva  
Email: [REDACTED]

(b) If to LiCAN and the Shareholders:

LiCAN Exploration Inc.  
390 Bay Street, Suite 700a  
Toronto, Ontario, M5H 2Y2

Attention: Kerem Usenmez  
Email: [REDACTED]

with a copy (which shall not constitute notice) to:

Lotz & Company  
Suite 1170, 1040 West Georgia Street  
Vancouver, British Columbia, V6E 4H1

Attention: Jonathan Lotz  
Email: [REDACTED]

## 10.2 Entire Agreement

This Agreement, the Schedules attached hereto and the other documents provided in connection with the Share Exchange contain the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior arrangements and understandings, both written and oral, expressed or implied, with respect thereto, including the Letter of Intent. Any preceding correspondence or offers are expressly superseded and terminated by this Agreement. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the Parties other than as expressly set forth in this Agreement.

## 10.3 Independent Legal Advice

With respect to the preparation of this Agreement and the rights and obligations herein, each of the Parties acknowledges and agrees that:

- (a) Lotz & Company has acted as counsel only to LiCAN, that all other Parties to this Agreement acknowledge and confirm that they have been advised to seek, and

have sought or have otherwise waived, independent legal advice with respect to this Agreement and the documents delivered pursuant thereto and that Lotz & Company is not protecting the rights and interests of any other Party to this Agreement; and

- (b) DLA Piper (Canada) LLP has acted as counsel only to Cashbox, that all other Parties to this Agreement acknowledge and confirm that they have been advised to seek, and have sought or have otherwise waived, independent legal advice with respect to this Agreement and the documents delivered pursuant thereto and that DLA Piper LLP is not protecting the rights and interests of any other Party to this Agreement.

#### **10.4 No Personal Liability**

- (a) No director or officer of LiCAN shall have any personal liability whatsoever (other than in the case of fraud, negligence or wilful misconduct) to Cashbox or the Shareholders under this Agreement or any other document delivered in connection with this Agreement or the Share Exchange by or on behalf of LiCAN.
- (b) No director or officer of Cashbox shall have any personal liability whatsoever (other than in the case of fraud, negligence or wilful misconduct) to LiCAN or the Shareholders under this Agreement or any other document delivered in connection with this Agreement or the Share Exchange by or on behalf of Cashbox.

#### **10.5 Further Assurances**

Each of the Parties from time to time shall execute and deliver all such further documents and instruments and do all acts and things as the other Parties may, either before or after the Closing Date, reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

#### **10.6 Time of the Essence**

Time shall be of the essence of this Agreement.

#### **10.7 Amendments and Waiver**

Subject to Section 9.1, no modification of or amendment to this Agreement shall be valid or binding unless set forth in writing and duly executed by all of the Parties. No waiver of any breach of any term or provision of this Agreement shall be effective or binding unless made in writing and signed by the Party purporting to give the same and, unless otherwise provided, shall be limited to the specific breach waived.

#### **10.8 Assignment**

This Agreement may not be assigned by any Party without the written consent of the other Parties.

## **10.9 Severability**

Should any part of this Agreement be declared or held invalid for any reason, such invalidity shall not affect the validity of the remainder which shall continue in full force and effect and be construed as if this Agreement had been executed without the invalid portion and it is hereby declared the intention of the Parties that this Agreement would have been executed without reference to any portion which may, for any reason, be hereafter declared or held invalid.

## **10.10 Enurement**

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

## **10.11 Third Party Beneficiaries**

Each of the Parties intends that this Agreement shall not benefit or create any right or cause of action in favour of any person, other than the Parties and that no person, other than the Parties, shall be entitled to rely on the provisions of this Agreement in any action, suit, proceeding, hearing or other forum.

## **10.12 Expenses**

Except as provided in Section 7.4(d)(ii), each Party shall pay its respective legal and accounting costs, fees and expenses incurred in connection with the preparation, execution and delivery of this Agreement and all documents and instruments executed pursuant to this Agreement and any other costs, fees and expenses whatsoever and howsoever incurred, and shall indemnify and save harmless the others from and against any claim for any broker's, finder's or placement fee or commission alleged to have been incurred as a result of any action by it in connection with the Share Exchange.

## **10.13 Governing Law and Attornment**

This Agreement shall be governed, including as to validity, interpretation and effect, by the Laws of the Province of British Columbia and the federal Laws of Canada applicable therein. Each of the Parties hereby irrevocably attorns to the non-exclusive jurisdiction of the courts of the Province of British Columbia situated in the City of Vancouver in respect of all matters arising under and in relation to this Agreement and waives objection to venue of any proceeding in such court or that such courts provide an inconvenient forum, and further agrees that service of any process, summons, notice or document by single registered mail to the addresses of the Parties set forth in this Agreement shall be effective service of process for any action, suit or proceeding brought against either party in such courts.

## **10.14 Counterparts**

This Agreement may be executed in counterparts and by electronic transmission, and each of such counterparts shall be deemed an original, and all of which together constitute one and the same instrument.

*[Remainder of page intentionally left blank; signature page follows]*



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

**CASHBOX:**

**CASHBOX VENTURES LTD.**

Per:

/s/ "Connor Cruise"

Authorized Signatory

Name: Connor Cruise

Title: Chief Executive Officer

**LiCAN:**

**LiCAN EXPLORATION INC.**

Per:

/s/ "Kerem Usenmez"

Authorized Signatory

Name: Kerem Usenmez

Title: Chief Executive Officer

**SHAREHOLDERS:**

/s/ "Kerem Usenmez"

**KEREM USENMEZ**

/s/ "Darren Morgans"

**DARREN MORGANS**

/s/ "Mike Hoffman"

/s/ "Ronda Hoffman"

**MIKE & RHONDA HOFFMAN**

/s/ "Matthew Hoffman"

**MATHEW HOFFMAN**

/s/ "Jordan Hoffman"

**JORDAN HOFFMAN**

**JB MINING CORPORATION**

Per:

/s/ "Brad Humphrey"

Authorized Signatory

Name (Print): Brad Humphrey

Title (Print): Director

**CRUISE GEOSERVICES LTD.**

Per:

/s/ "Mark Cruise"

Authorized Signatory

Name (Print): Mark Cruise

Title (Print): Mark Cruise

/s/ "Cera Cruise"

**CERA CRUISE**

/s/ "Odhran Cruise"

**ODHRAN CRUISE**

**SHL CAPITAL INC.**

Per:

/s/ "Shaun Heinrichs"

Authorized Signatory

Name (Print): Shaun Heinrichs

Title (Print): Director

/s/ "Alison Williams"  
**ALISON SAGATEH WILLIAMS**

/s/ "Svetoslava Pavlova"  
**SVETOSLAVA PAVLOVA**

**VC7K CAPITAL INC.**

Per:

/s/ "Fred Leigh"  
Authorized Signatory  
Name (Print): Fred Leigh  
Title (Print): President, CEO

/s/ "Tim Sorensen"  
**TIM SORENSEN**

**IR NOYES INC.**

Per:

/s/ "Sandy Noyes"

Authorized Signatory

Name (Print): Sandy Noyes

Title (Print): President

**2276556 ONTARIO INC.**

Per:

/s/ "Pat Gleeson"

Authorized Signatory

Name (Print): Pat Gleeson

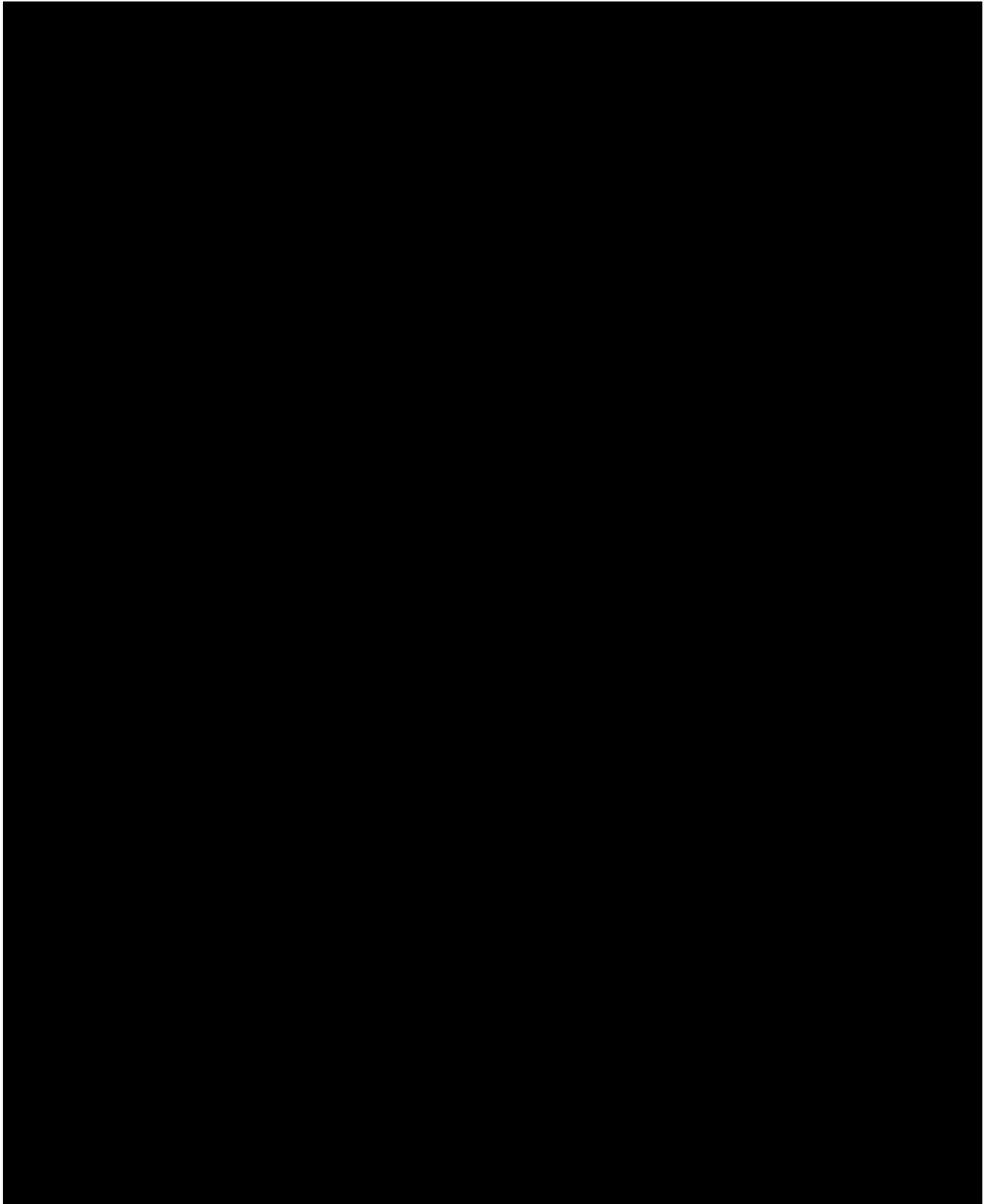
Title (Print): Director

/s/ "Stanley Clemmer"

**STANLEY CLEMMER**

**SCHEDULE "A"**

**LiCAN Shareholders**

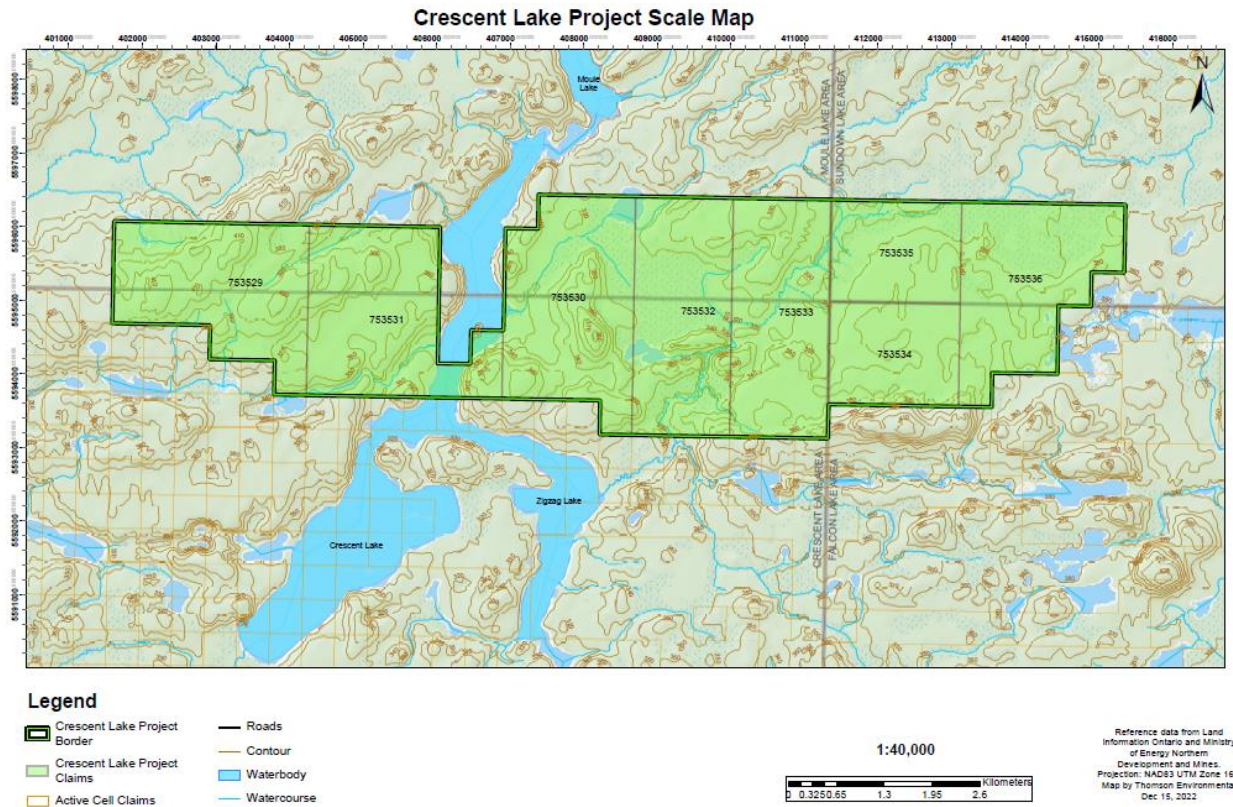


Name of Shareholder	Resident of Canada for Purposes of Section 116 of Tax Act	Number of LiCAN Shares Held	Number of Cashbox Shares to be Issued	Registration Instructions
2276556 Ontario Inc.	Yes	1,000,000	1,000,000	RF Securities Clearing LP ITF 2276556 ONTARIO INC, 400-QP80-E 100 Queens Quay East, Suite 2500 Toronto, ON M5E 1Y3
Stanley Clemmer	Yes	200,000	200,000	Stanley Clemmer 215 Somerville Place Oakville, ON L6L 5W1
<b>TOTAL:</b>	--	<b>12,200,000</b>	<b>12,200,000</b>	--

# SCHEDULE "B"

## LiCAN Properties

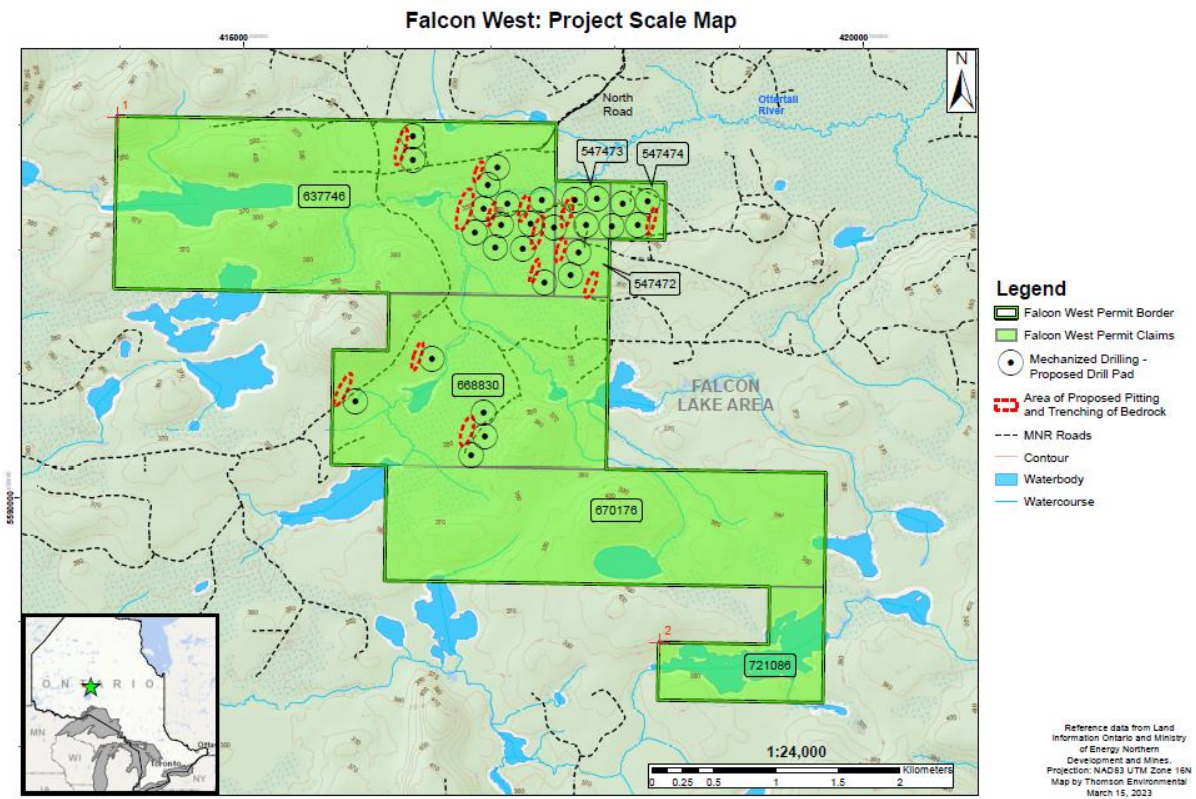
### (a) Crescent Lake Property



<b>Claim ID</b>
753529
753531
753530
753532
753533
753534
753535
753536

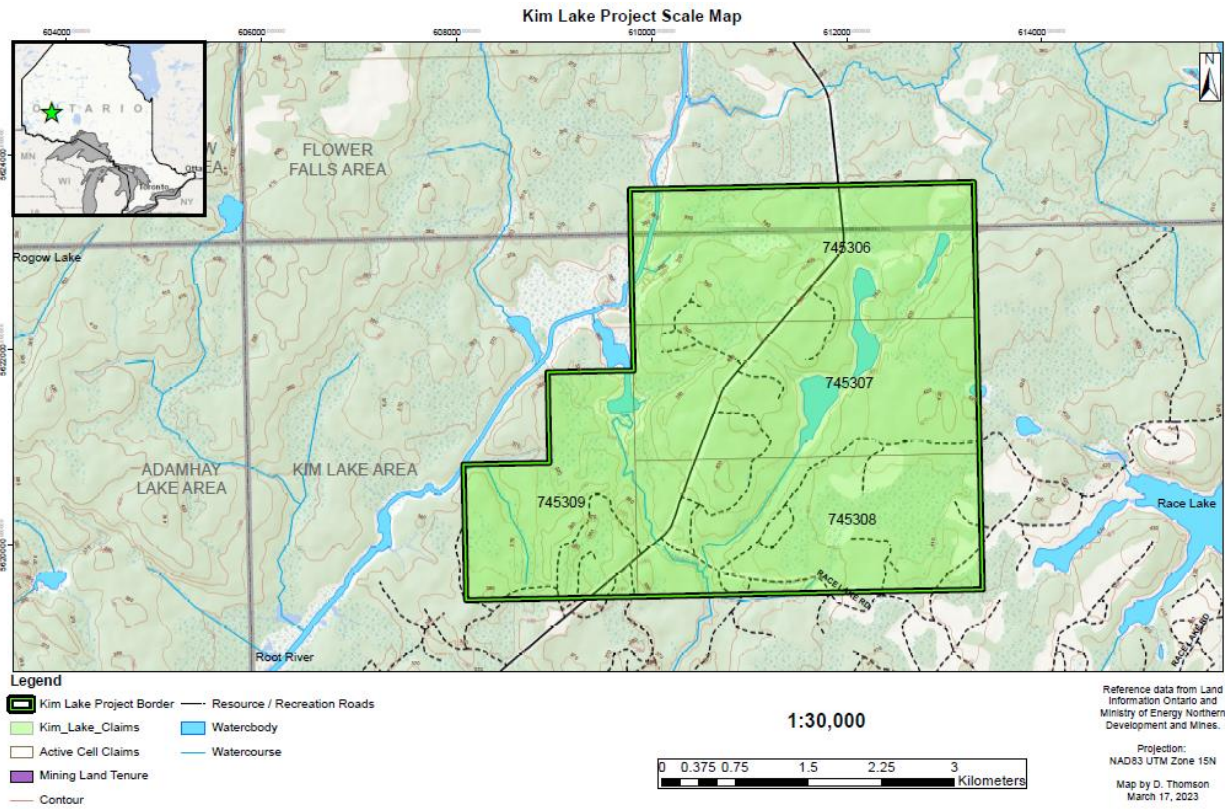


(b) Falcon West Project



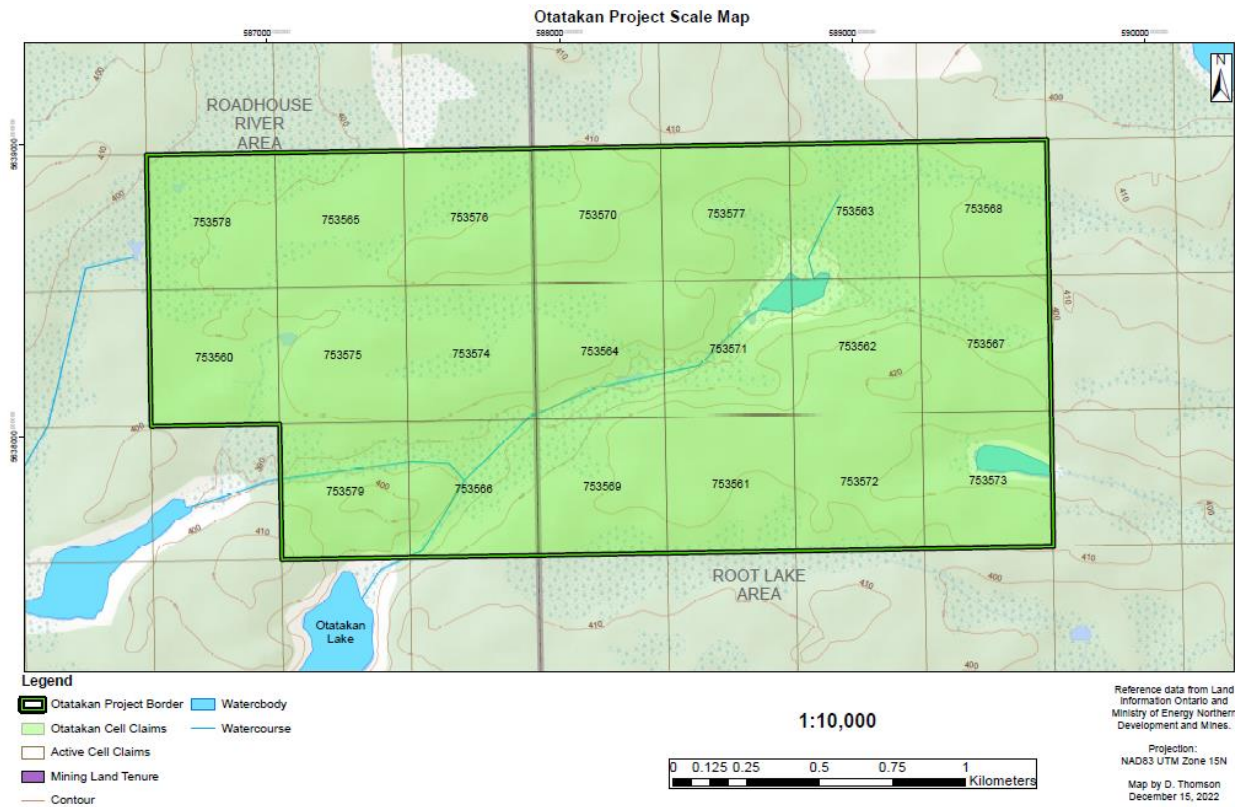
Claim ID
637746
668830
670176
721086
547473
547472

(c) Kim Lake Property



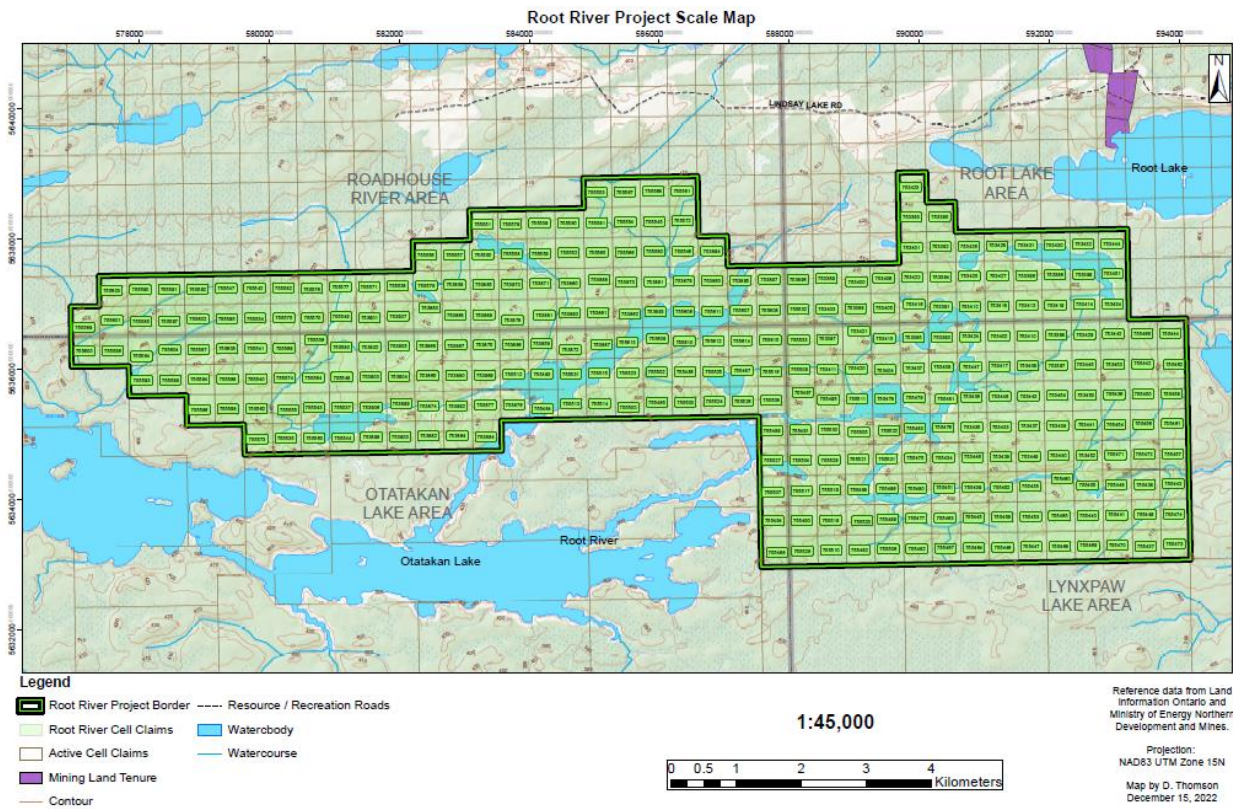
Claim ID
745306
745307
745308
745309

(d) Otatakan Li Property



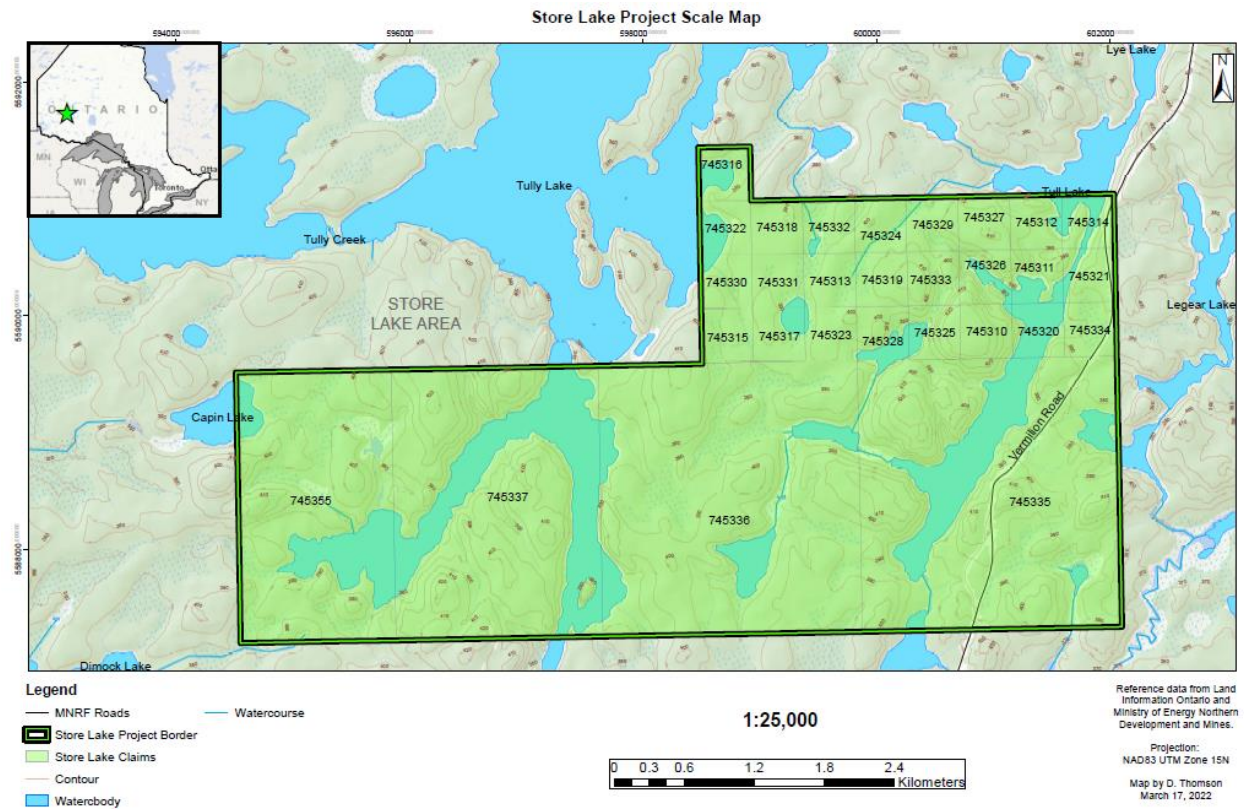
Claim ID
753562
753567
753564
753575
753560
753571
753574
753570
753563
753579
753565
753578
753568
753566
753576
753569
753561
753577
753572
753573

(e) Root Project



Claim ID
753385 - 753454
753858 - 753907
755434 - 755615

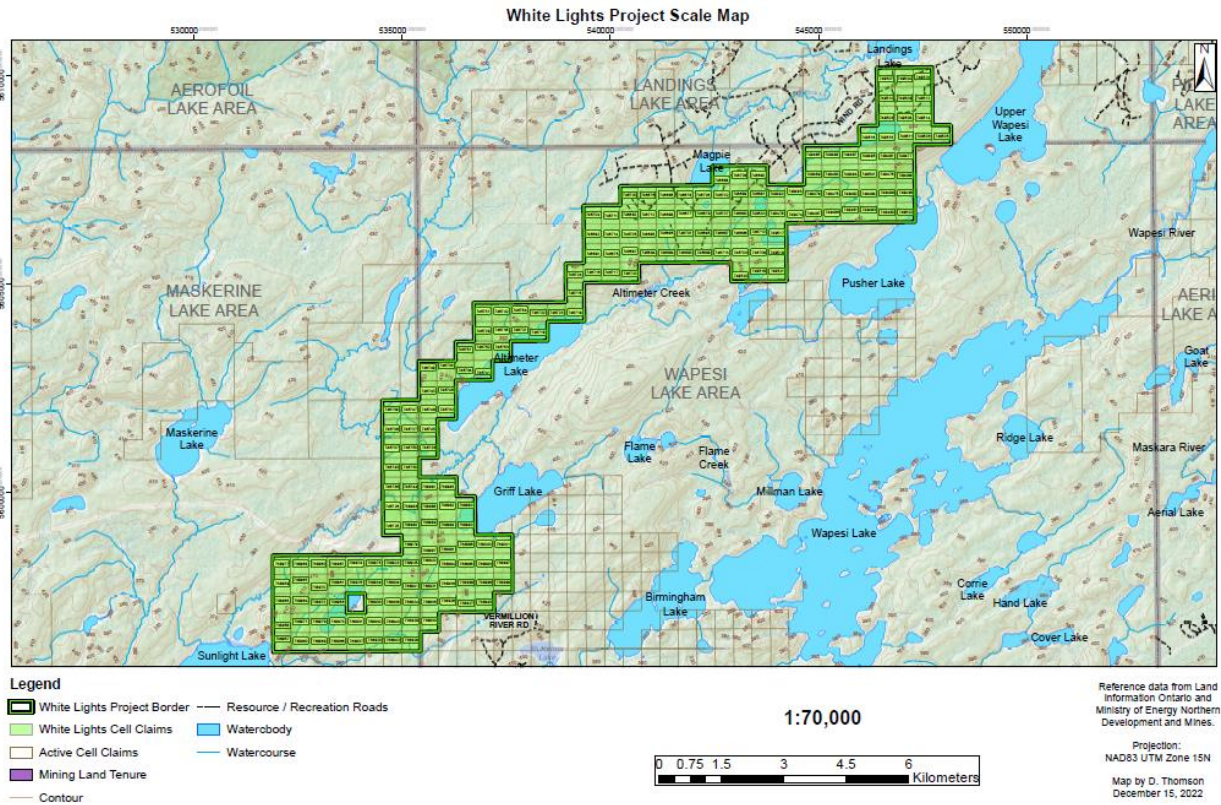
(f) Store Lake Property



Claim ID
745310
745311
745312
745313
745314
745315
745316
745317
745318
745319
745320
745321
745322
745323
745324
745325
745326
745327
745328
745329
745330
745331

745332
745333
745334
745335
745336
745337
745355

(g) White Lights Project



Claim ID
738920-738943
738956-739001
746675-746754
749474-749521

## SCHEDULE "C"

### Qualifications to LiCAN Representations and Warranties

(a) Section 5.4 [*Share Capital and Capitalization*]

<b>Non-Diluted LiCAN Shares Outstanding</b>	12,200,000
Options	nil
Warrants	nil
RSUs	nil
<b>Fully Diluted LiCAN Shares Outstanding<sup>(1)</sup></b>	12,200,000

Note:

(1) Does not include LiCAN Shares issuable pursuant to property option agreements as these issuances are optional.

(b) Section 5.9 [*Material Contracts*]

- (i) Consulting Agreement dated January 1, 2023 with Patker Consulting Inc.
- (ii) Consulting Agreement dated January 1, 2023 with 1397257 B.C. Ltd.
- (iii) Property option agreement dated November 25, 2022, as amended, with Alex Pleson.

(c) Section 5.13 [*Absence of Changes*]

- (i) Consulting Agreement dated January 1, 2023 with Patker Consulting Inc.
- (ii) Consulting Agreement dated January 1, 2023 with 1397257 B.C. Ltd.

(d) Section 5.14 [*Employees and Consultants*]

<u>Name</u>	<u>Title</u>	<u>Employment/Contractor Status</u>
Patker Consulting Inc. (Kerem Usenmez)	Chief Executive Officer	Independent Contractor
1397257 B.C. Ltd. (Darren Morgans)	Chief Financial Officer	Independent Contractor
Yamila Garcia	Bookkeeper	Independent Contractor

(e) Section 5.16 [*Real Property*]

None.

(f) Section 5.17 [*Title to Properties and Operational Matters*]

No material encumbrances or other material interests.

## SCHEDULE "D"

### Qualifications to Cashbox Representations and Warranties

(a) Section 6.3 [*Non-Contravention*]

Connor Cruise is entitled to a change of control payment in the amount of \$100,000. 50% of this amount is to be paid in common shares in the capital of Cashbox pursuant to the Cashbox Financing and the balance of \$50,000 to be paid in cash on Closing.

(b) Section 6.4 [*Share Capital and Capitalization*]

<b>Non-Diluted Cashbox Shares Outstanding</b>	<b>14,875,248</b>
Options @ \$0.30 (Exp.: April 2032 and May 2023)	<b>51,000</b>
Options @ \$2.50 (Exp.: Jan 2030)	<b>150,000</b>
Options @ \$1.80 (Exp.: Nov 2028)	<b>98,078</b>
Warrants @ \$0.60 (Exp.: Oct 2024)	<b>150,000</b>
Subscription Receipts	<b>17,500,000</b>
RSUs	<b>Nil</b>
<b>Fully Diluted Cashbox Shares Outstanding</b>	<b>32,824,326</b>

All dollar and security amounts in the table above are presented on a post-Consolidation basis.

(c) Section 6.10 [*Material Contracts*]

None.

(d) Section 6.16 [*Employees and Consultants*]

<u>Name</u>	<u>Title</u>	<u>Employment/Contractor Status</u>
Connor Cruise	CEO	Employee
Mathew Lee	CFO	Consultant