

PROMISSORY NOTE

AMOUNT: CAD \$700,000

DATE OF ISSUE: January 29, 2019

FOR VALUE RECEIVED, **PLANK VENTURES LTD. (formerly 0968998 B.C. LTD.)**, (the “Company”) promises to pay to or to the order of **LANEBURY GROWTH CAPITAL LTD.** (the “Holder”) on **January 29, 2021** the principal sum of **CAD \$700,000 (Seven Hundred Thousand Canadian dollars)** (the “Principal Sum”) with interest on the outstanding principal from time to time at the rate of TEN (10%) PERCENT per annum payable annually at the Holder’s address or such other address as the Holder may designate, subject to the following additional terms and conditions:

- 1. Issuance of Replacement Note** - The Company hereby covenants and agrees with the Holder that if this promissory note (“Note”) becomes mutilated, lost, destroyed or stolen, the Company shall, upon receipt of a declaration of loss from the Holder in a form satisfactory to the Company, issue and deliver to the Holder a new promissory note of like date and tenor as the one mutilated, lost, destroyed or stolen, in exchange for and in place of and upon cancellation of such mutilated, lost, destroyed or stolen promissory note.
- 2. Holder’s Non-Waiver of Rights** - Failure of the Holder to enforce any of its rights or remedies under this Note will not constitute a waiver of the rights of the Holder to enforce such rights and remedies thereafter.
- 3. Company’s Waiver** - The Company hereby waives demand and presentment for payment, notice of non-payment, protest and notice of protest of this Note.
- 4. Enforcement Expenses** - In the event of demand by the Holder under this Note, then the Company will pay all costs and expenses incurred by the Holder, including, without limitation, reasonable legal fees and expenses on a solicitor and own client basis, in pursuing the Holder’s remedies against the Company.
- 5. Transferability** - This Note is fully transferable by the Holder.
- 6. Governing Law** - This Note (and any transactions, documents, instruments or other agreements contemplated in this Note) shall be construed and governed exclusively by the laws in force in British Columbia and the laws of Canada applicable therein, and the courts of British Columbia (and Supreme Court of Canada, if necessary) shall have exclusive jurisdiction to hear and determine all disputes arising hereunder. The undersigned irrevocably attorns to the jurisdiction of said courts and consents to the commencement of proceedings in such courts. This provision shall not be construed to affect the rights of the Holder to enforce a judgment or award outside said province, including the right to record and enforce a judgment or award in any other jurisdiction.

IN WITNESS WHEREOF the Company has caused its duly authorized signatory to execute and deliver this Note to the Holder as of the day and year first above written.

PLANK VENTURES LTD.

Per: /s/ Michael Edwards

Michael Edwards
Director