

SHARE EXCHANGE AGREEMENT

THIS AGREEMENT is dated April 29, 2021 with an effective date of March 30, 2021.

AMONG:

CULMINA VENTURES CORP., a corporation incorporated under the laws of the Province of British Columbia having its executive offices at

("Culmina")

AND:

CLEARMYND TECHNOLOGY SOLUTIONS CORP., a corporation incorporated under the laws of the Province of British Columbia having its executive offices at

("ClearMynd ")

AND:

THE SHAREHOLDERS and WARRANTHOLDERS OF CLEARMYND

("ClearMynd Securityholders")

WHEREAS:

- A. Culmina is a "reporting issuer" in the Provinces of British Columbia and Alberta with no active business operations. The parties intend that the common shares of Culmina become listed for trading on the Canadian Securities Exchange (the "CSE").
- B. ClearMynd is a privately held British Columbia corporation, which is engaged in the business of developing intellectual property for the treatment of mental health conditions.
- C. The ClearMynd Securityholders are the registered and beneficial owners of 100% of the ClearMynd Shares and ClearMynd Warrants (as such terms are hereinafter defined).
- D. Culmina has agreed to issue the Transaction Shares (as such term is hereinafter defined) to the ClearMynd Securityholders as consideration for the purchase by Culmina of the ClearMynd Shares and ClearMynd Warrants.
- E. The Transaction Shares shall be distributed to the ClearMynd Securityholders on a *pro-rata* basis at Closing in accordance with applicable Securities Laws.

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:

1. **DEFINITIONS**

1.1 **Definitions.** The following terms have the following meanings, unless the context indicates otherwise:

- (a) "Agreement" shall mean this 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;
- (b) "Authorization" means with respect to any Person, any order, permit, approval, consent, waiver, licence or similar authorization of any Governmental Entity having jurisdiction over the Person;
- (c) "Culmina Shares" shall mean the common shares in the capital of Culmina as presently constituted;
- (d) "Closing" shall mean the completion of the Transaction, in accordance with Section 7 hereof, at which the Closing Documents shall be exchanged by the parties, except for those documents or other items specifically required to be exchanged at a later time;
- (e) "Closing Date" shall mean a date mutually agreed upon by the parties hereto in writing and in accordance with Section 10.8 following the satisfaction or waiver by Culmina, the ClearMynd Securityholders and ClearMynd of the conditions precedent set out in Sections 5.1 and 5.2 respectively, provided that the parties shall use their reasonable best efforts to achieve Closing as soon as practicable and not later than June 30, 2021, subject to the approval of the CSE. Notwithstanding the foregoing, if Closing has not occurred on or before June 30, 2021, the parties agree that the Closing Date shall be deferred as reasonably required by ClearMynd or Culmina to achieve Closing;
- (f) "Closing Documents" shall mean the papers, instruments and documents required to be executed and delivered at the Closing pursuant to this Agreement;
- (g) "CSE" means the Canadian Securities Exchange;
- (h) "Encumbrance" means any mortgage, hypothec, 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;
- (i) "Escrow Agreement" means the escrow agreement, if required, to be entered into, in the form and substance required by the CSE, at the time of the listing on the CSE, following the issuance of the Transaction Shares, among certain of the ClearMynd Securityholders and the escrow agent thereunder;
- (j) "ClearMynd Securityholders" means the shareholders and warrant holders of ClearMynd;

- (k) "ClearMynd Shares" shall mean the 24,846,575 common shares in the capital of ClearMynd held by ClearMynd Securityholders, being 100% of the issued and outstanding common shares of ClearMynd;
- (l) "ClearMynd Warrants" shall mean 12,939,495 special warrants, with each special warrant convertible into one ClearMynd Share for no additional consideration;
- (m) "ClearMynd Securities" means collectively the ClearMynd Shares and ClearMynd Warrants;
- (n) "Governmental Entity" means (i) any international, multinational, national, federal, provincial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, board, bureau, ministry, agency or instrumentality, domestic or foreign, (ii) any subdivision or authority of any of the above, (iii) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing or (iv) any stock exchange;
- (o) "IFRS" shall mean International Financial Reporting Standards as set by the International Accounting Standards Board, applied in a manner consistent with prior periods;
- (p) "Law" shall mean with respect to any Person, any and all applicable law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, judgment, decree, ruling or other similar requirement, whether domestic or foreign, enacted, adopted, promulgated or applied by a Governmental Entity that is binding upon or applicable to such Person or its business, undertaking, property or securities, and to the extent that they have the force of law, policies, guidelines, notices and protocols of any Governmental Entity, as amended;
- (q) "Liabilities" shall include any direct or indirect indebtedness, guaranty, endorsement, claim, loss, damage, deficiency, cost, expense, tax, obligation or responsibility, fixed or unfixed, known or unknown, asserted choate or inchoate, liquidated or unliquidated, secured or unsecured;
- (r) "Material Contract" means any Contract that is material to the business, operations or prospects of a Party and its Subsidiaries, which for the purposes of this definition means any Contract which obligates a Party or any of such Party's Subsidiaries to purchase or supply goods or services or incur liability or obligations in an aggregate amount of not less than \$10,000;
- (s) "Person" includes any individual, partnership, association, body corporate, organization, trust, estate, trustee, executor, administrator, legal representative, government (including Governmental Entity), syndicate or other entity, whether or not having legal status;
- (t) "Regulators" shall mean, jointly and individually, as applicable, all public or private securities regulatory authorities having jurisdiction over Culmina, ClearMynd, or the transactions contemplated by this Agreement, including but not limited to the British Columbia Securities Commission (BCSC), any member organization of the Canadian

Securities Regulators (CSA), the Investment Industry Regulatory Organization of Canada (IIROC), and the CSE. "Regulatory" shall describe any matter or thing pertaining to or originating from the Regulators;

- (u) "Securities Laws" shall mean collectively, all applicable Canadian securities laws, corporate and other laws, rules, regulations, notices, blanket orders, policies and similar instruments;
- (v) "Subsidiary" shall mean, with respect to a person, any body corporate of which more than 50% of the outstanding shares ordinarily entitled to elect a majority of the board of directors thereof (whether or not shares of any other class shall or might be entitled to vote upon the happening of any event or contingency) are at the time owned directly or indirectly by such person and shall include any body corporate, partnership, joint venture or other entity over which it exercises direction or control or which is in a like relation to a subsidiary;
- (w) "Taxes" shall include international, federal, provincial and local income taxes, capital gains tax, value-added taxes, franchise, personal property and real property taxes, levies, assessments, tariffs, duties (including any customs duty), business license or other fees, sales, use 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;
- (x) "Tax Act" means the *Income Tax Act* (Canada) and the regulations made thereunder as now in effect and as they may be promulgated or amended from time to time;
- (y) "Transaction" shall mean the purchase of the ClearMynd Securities by Culmina from the ClearMynd Securityholders in consideration for the issuance of the Transaction Shares;
- (z) "Transaction Share Distribution List" shall mean the list setting out the *pro-rata* allocation of the Transaction Shares among the ClearMynd Securityholders; and
- (aa) "Transaction Shares" shall mean an aggregate of 37,786,070 fully paid and non-assessable common shares of Culmina, to be issued to the ClearMynd Securityholders by Culmina on the Closing Date in consideration for the ClearMynd Shares.

1.2 Schedules. The following schedules are attached to and form part of this Agreement:

Schedule 1 – ClearMynd Intellectual Property

Schedule 2- Exceptions and Qualifications to Representations and Warranties of ClearMynd Securityholders and ClearMynd

Schedule 3- Exceptions and Qualifications to Representations and Warranties of Culmina

1.3 Currency. All references to currency referred to in this Agreement are in Canadian Dollars (CAD\$), unless expressly stated otherwise.

2. EXCHANGE OF SHARES

2.1 Exchange of Shares. Subject to the terms and conditions of this Agreement and compliance with applicable law, the ClearMynd Securityholders hereby covenants and agree to sell, assign and transfer to Culmina, and Culmina hereby covenant and agrees to purchase from the ClearMynd Securityholders, the ClearMynd Securities (the "**Share Exchange**").

2.2 Consideration. As consideration for the Share Exchange, Culmina shall allot and issue the Transaction Shares to the ClearMynd Securityholders.

2.3 Distribution to ClearMynd Securityholders. On Closing and in accordance with Securities Laws, the Transaction Shares shall be issued to the ClearMynd Securityholders on a *pro-rata basis* (one-for-one) (the "**Distribution**"). The *pro-rata* entitlement of each ClearMynd Securityholder to the Transaction Shares is set forth in the Transaction Share Distribution List and shall be effected in accordance with same.

2.4 Closing Date. The Closing will take place, subject to the terms and conditions of this Agreement, on the Closing Date.

2.5 Section 85 Roll-over. The Share Exchange shall be completed as a tax free roll-over pursuant to Section 85 of the Tax Act such that the cost base of Culmina in the ClearMynd Securities shall be the aggregate of the ClearMynd Securityholders' adjusted cost base in the ClearMynd Securities. To the extent possible, the Transaction shall be completed pursuant to the automatic roll-over provisions of Section 85 of the Tax Act; however, if necessary, Culmina, ClearMynd and the ClearMynd Securityholders shall complete and file such elections as are required to obtain the same result as an automatic roll-over would provide.

3. REPRESENTATIONS AND WARRANTIES OF CLEARMYND AND CLEARMYND SECURITYHOLDERS

3.1 Representations and Warranties of ClearMynd. ClearMynd represents and warrants to Culmina, and acknowledge that Culmina 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 Culmina, that except as noted in Schedule 2 or in any other schedule to this Agreement:

- (a) Organization and Good Standing. ClearMynd is a corporation duly organized, validly existing and in good standing under all applicable Laws of its jurisdiction of incorporation, continuance or creation and has full corporate power and authority to own its assets and conduct its business as now owned and conducted. ClearMynd is duly qualified to carry on business and are in good standing in each jurisdiction in which the character of their properties or the nature of their activities makes such qualification necessary. True and complete copies of the constating documents of ClearMynd have been delivered or made available to Culmina, and ClearMynd has not taken any action to amend or supersede such documents.

- (b) Authority. ClearMynd has all requisite corporate power and authority to execute and deliver this Agreement and any other document contemplated by this Agreement (collectively, the "**ClearMynd Documents**") to be signed by ClearMynd and to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery of each of the ClearMynd Documents by ClearMynd and the consummation of the transactions contemplated hereby have been duly authorized by ClearMynd's board of directors. No other corporate or shareholder proceedings on the part of ClearMynd are necessary to authorize such documents or to consummate the transactions contemplated hereby. This Agreement has been, and the other ClearMynd Documents when executed and delivered by ClearMynd as contemplated by this Agreement will be, duly executed and delivered by ClearMynd and this Agreement is, and the other ClearMynd Documents when executed and delivered by ClearMynd as contemplated hereby will be, valid and binding obligations of ClearMynd enforceable in accordance with their respective terms except:
- (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of creditors' rights generally;
 - (ii) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies; and
 - (iii) as limited by public policy.
- (c) Subsidiaries. ClearMynd has one subsidiary, 1280225 B.C. Ltd.
- (d) Non-contravention. The execution and delivery by ClearMynd of this Agreement and the performance by it of its obligations hereunder and the completion of the Transaction will not violate, conflict with or result in a breach of any provision of the constating documents of ClearMynd, and will not: (a) violate, conflict with or result in a breach of: (i) any agreement, contract, indenture, deed of trust, mortgage, bond, instrument, Authorization, license or permit to which ClearMynd is a party or by which ClearMynd is bound; or (ii) to the knowledge of ClearMynd, any Law to which ClearMynd is subject or by which ClearMynd is bound; (b) give rise to any right of termination, or the acceleration of any indebtedness, under any such agreement, contract, indenture, Authorization, deed of trust, mortgage, bond, instrument, license or permit; or (c) give rise to any rights of first refusal or rights of first offer, trigger any change in control or influence provisions or any restriction or limitation under any such agreement, contract, indenture, Authorization, deed of trust, mortgage, bond, instrument, license or permit, or result in the imposition of any Encumbrance, charge or lien upon any of ClearMynd's assets or the assets of ClearMynd. No authorization, consent or approval of, or filing with, any Governmental Entity or any court or other authority is necessary on the part of ClearMynd for the consummation by ClearMynd of its obligations in connection with the Share Exchange under this Agreement or for the completion of the Share Exchange not to cause or result in any loss of any rights or assets or any interest therein held by ClearMynd or in any material assets or properties. ClearMynd has obtained and maintains all third party or other consents, waivers, permits, exemptions, orders, approvals, agreements, amendments or confirmations that are

required (A) in connection with the Share Exchange or (B) required in order to maintain the Material Contracts in full force and effect following completion of the Share Exchange.

- (e) Capitalization of ClearMynd. The authorized share capital of ClearMynd consists only of an unlimited number of common shares. As of the date of this Agreement, there are 24,846,575 ClearMynd Shares validly issued and outstanding as fully paid and non-assessable ClearMynd Shares, and 12,939,495 ClearMynd Warrants issued and outstanding. At the Closing Date, there will be no other outstanding options, warrants, subscriptions, conversion rights, or other rights, agreements, or commitments obligating ClearMynd to issue any additional common shares of ClearMynd, or any other securities convertible into, exchangeable for, or evidencing the right to subscribe for or acquire from ClearMynd any common shares of ClearMynd. There are no agreements purporting to restrict the transfer of the ClearMynd Shares, no voting agreements, shareholders' agreements, voting trusts, or other arrangements restricting or affecting the voting of the ClearMynd Shares.
- (f) Shareholders of ClearMynd. As of the date of this Agreement and as of the Closing Date, the ClearMynd Securityholders represent 100% of the shareholders and warrant holders of ClearMynd.
- (g) Corporate Records of ClearMynd. The corporate records and minute books of ClearMynd have been maintained in accordance with all applicable Laws, are accurate, complete and current in all material respects. The corporate minute books for ClearMynd contain minutes of all meetings and resolutions of the directors and ClearMynd Securityholders held. The financial books and records and accounts of ClearMynd in all material respects: (a) have been maintained in accordance with good business practices and in accordance with the accounting principles generally accepted in the country of domicile of each such entity, on a basis consistent with prior years; and (b) are stated in reasonable detail.
- (h) Operational Matters.
 - (i) All rentals, option payments, royalties, overriding royalty interests, production payments, net profits, interest burdens, payments and obligations due and payable, or performable, as the case may be, on or prior to the date hereof under, with respect to, or on account of, any direct or indirect assets of ClearMynd have been: (A) duly paid; (B) duly performed; or (C) provided for prior to the date hereof; and
 - (ii) all costs, expenses, and liabilities payable on or prior to the date hereof under the terms of any contracts and agreements to which ClearMynd is directly or indirectly bound have been properly and timely paid, except for such expenses that are being currently paid prior to delinquency in the ordinary course of business.
- (i) Severance and Employment Matters.
 - (i) ClearMynd has not entered into any written or oral agreement or understanding providing for severance or termination payments to any

director, officer or employee in connection with the termination of their position or their employment as a direct result of a change in control of ClearMynd.

- (ii) ClearMynd (i) is not a party to any collective bargaining agreement, or (ii) is subject to any application for certification or, to the knowledge of ClearMynd, threatened or apparent union-organizing campaigns for employees not covered under a collective bargaining agreement.
 - (iii) ClearMynd is not subject to any claim for wrongful dismissal, constructive dismissal or any other tort claim, actual or, to the knowledge of ClearMynd, threatened, or any litigation actual, or to the knowledge of ClearMynd, threatened, relating to employment or termination of employment of employees or independent contractors.
- (j) Actions and Proceedings. To the best knowledge of ClearMynd, there is no basis for and there is no action, suit, judgment, claim, demand or proceeding outstanding or pending, or threatened against ClearMynd or which involves any of the business, or the properties or assets of ClearMynd that, if adversely resolved or determined, would have a material adverse effect on the business, operations, assets, properties, prospects, or conditions of ClearMynd taken as a whole (a "**ClearMynd Material Adverse Effect**"). There is no reasonable basis for any claim or action that, based upon the likelihood of its being asserted and its success if asserted, would have such a ClearMynd Material Adverse Effect.
- (k) Compliance.
- (i) To the best knowledge of ClearMynd, ClearMynd 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 statute, law, ordinance, regulation, rule, decree or other applicable regulation to its business or operations;
 - (ii) To the best knowledge of ClearMynd, ClearMynd is not subject to any judgment, order or decree entered in any lawsuit or proceeding applicable to its business and operations that would constitute a ClearMynd Material Adverse Effect; and
 - (iii) ClearMynd has operated in material compliance with all laws, rules, statutes, ordinances, orders and regulations applicable to its business, neither has received any notice of any violation thereof, nor are the ClearMynd Securityholders aware of any valid basis therefor.
- (l) Financial Representations. The consolidated audited balance sheets for ClearMynd for its last fiscal year ended August 31, 2020 and the unaudited interim balance sheet for the three (3) month period ended November 30, 2021 (the "**ClearMynd Accounting Date**"), together with related statements of income, cash flows, and changes in shareholder's equity for such fiscal years and interim period then ended (collectively, the "**ClearMynd Financial Statements**") are to be supplied on or before 60 days following the Closing Date and:

- (i) will be in accordance with the books and records of ClearMynd ;
- (ii) will present fairly the financial condition of ClearMynd as of the respective dates indicated and the results of operations for such periods; and
- (iii) will have been prepared in accordance with IFRS by a duly chartered accounting firm certified by the Canadian Public Accountability Board.

ClearMynd has not received any advice or notification from its independent certified public accountants that ClearMynd has used any improper accounting practice that would have the effect of not reflecting or incorrectly reflecting in the ClearMynd Financial Statements or the books and records of ClearMynd , any properties, assets, Liabilities, revenues, or expenses. The books, records, and accounts of ClearMynd accurately and fairly reflect, in reasonable detail, the assets, and Liabilities of ClearMynd. ClearMynd has not engaged in any transaction, maintained any bank account, or used any funds of ClearMynd , except for transactions, bank accounts, and funds which have been and are reflected in the normally maintained books and records of ClearMynd.

(m) Absence of Undisclosed Liabilities. ClearMynd does not have any material Liabilities or obligations either direct or indirect, matured or unmatured, absolute, contingent or otherwise that exceed \$5,000, which:

- (i) will not be set forth in the ClearMynd Financial Statements or have not heretofore been paid or discharged and have been disclosed to Culmina prior hereto;
- (ii) did not arise in the regular and ordinary course of business under any agreement, contract, commitment, lease or plan specifically disclosed in writing to Culmina; or
- (iii) have not been incurred in amounts and pursuant to practices consistent with past business practice, in or as a result of the regular and ordinary course of its business since the date of the last ClearMynd Financial Statements.

(n) Tax Matters.

- (i) As of the date hereof:
 - 1. ClearMynd has timely filed all tax returns in connection with any Taxes which are required to be filed on or prior to the date hereof, taking into account any extensions of the filing deadlines which have been validly granted to ClearMynd , and
 - 2. all such returns are true and correct in all material respects;
- (ii) ClearMynd has paid all Taxes that have become or are due with respect to any period ended on or prior to the date hereof, and has established an adequate reserve therefore on its balance sheets for those Taxes not yet due

and payable, except for any Taxes the non-payment of which will not have a ClearMynd Material Adverse Effect;

ClearMynd is not presently under or has not received notice of, any contemplated investigation or audit by regulatory or governmental agency of body or any foreign or state taxing authority concerning any fiscal year or period ended prior to the date hereof;

- (iii) all Taxes required to be withheld on or prior to the date hereof from employees for income Taxes, social security Taxes, unemployment Taxes and other similar withholding Taxes have been properly withheld and, if required on or prior to the date hereof, have been deposited with the appropriate governmental agency; and
- (iv) the ClearMynd Financial Statements will contain full provision for all Taxes including any deferred Taxes that may be assessed to ClearMynd for the accounting period ended on the ClearMynd Accounting Date or for any prior period in respect of any transaction, event or omission occurring, or any profit earned, on or prior to the ClearMynd Accounting Date or for any profit earned by ClearMynd on or prior to the ClearMynd Accounting Date or for which ClearMynd is accountable up to such date and all contingent Liabilities for Taxes have been provided for or disclosed in the ClearMynd Financial Statements.
- (o) Intellectual Property. ClearMynd owns the intellectual property rights including such patents, copyrights, trade secrets, trademarks, service marks or trade names as listed on Schedule "A".
- (p) Certain Transactions. ClearMynd is not a guarantor or indemnitor of any indebtedness of any third party, including any person, firm or corporation.
- (q) No Brokers. ClearMynd has not incurred any independent obligation or liability to any party for any brokerage fees, agent's commissions, or finder's fees in connection with the Transaction contemplated by this Agreement.
- (r) Restrictions on Business Activities. There is no agreement, judgement, injunction, order or decree binding upon ClearMynd that has or could reasonably be expected to have the effect of prohibiting, restricting or materially impairing any business practice of ClearMynd, any acquisition of property by ClearMynd or the conduct of business by ClearMynd as currently conducted (including following the transaction contemplated by this Agreement).
- (s) Change of Control. ClearMynd is not a party to any contract, agreement or understanding or any series of contracts, agreements or understandings and which contain a "change of control" or similar provision.
- (t) Winding Up. No order has been made, petition presented or meeting convened for the purpose of winding up of ClearMynd, or for the appointment of any provisional liquidator or in relation to any other process whereby the business is terminated and the assets of ClearMynd are distributed amongst the creditors and/or shareholders or

other contributors, and there are no proceedings under any applicable insolvency, bankruptcy, reorganization or similar laws in any relevant jurisdiction, and no events have occurred which, under applicable Laws, would be reasonably likely to justify any such cases or proceedings.

- (u) Material Contracts. ClearMynd has performed in all respects all respective obligations required to be performed by them to date under the Material Contracts. ClearMynd is not in breach or default under any Material Contract to which it is a party or bound, nor does ClearMynd have knowledge of any condition that with the passage of time or the giving of notice or both would result in such a breach or default. ClearMynd knows of no, or has received written notice of, any breach or default under (nor, to the knowledge of ClearMynd, does there exist any condition which with the passage of time or the giving of notice or both would result in such a breach or default under) any such Material Contract by any other party thereto. All Material Contracts are legal, valid, binding and in full force and effect and are enforceable by ClearMynd in accordance with their respective terms (subject to bankruptcy, insolvency and other applicable Laws affecting creditors' rights generally, and to general principles of equity) and are the product of fair and arms' length negotiations between the parties thereto.
- (v) Absence of Changes or Events. Since August 31, 2020:
 - (i) ClearMynd has conducted its businesses only in the ordinary course and consistent with past practice;
 - (ii) no liability or obligation of any nature (whether absolute, accrued, contingent or otherwise) which has had or is reasonably likely to have a Material Adverse Effect has been incurred;
 - (iii) there has not been any event, circumstance or occurrence which has had or is reasonably likely to give rise to a Material Adverse Effect;
 - (iv) there has not been any change in the accounting practices used by ClearMynd;
 - (v) there has not been any redemption, repurchase or other acquisition of ClearMynd Shares by ClearMynd, or any declaration, setting aside or payment of any dividend or other distribution (whether in cash, shares or property) with respect to the ClearMynd Shares;
 - (vi) there has not been any entering into, or an amendment of, any Material Contract; and
 - (vii) there has not been any satisfaction or settlement of any material claims or material liabilities that were not reflected in ClearMynd's audited financial statements, other than the settlement of claims or liabilities incurred in the ordinary course consistent with past practice.
- (w) Completeness of Disclosure. No representation or warranty by ClearMynd and the ClearMynd Securityholders in this Agreement or any certificate, schedule, statement,

document or instrument furnished or to be furnished to Culmina pursuant hereto contains or will contain any untrue statement of a material fact or omits or will 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.

3.2 Representations and Warranties of ClearMynd Securityholders. Each of the ClearMynd Securityholders severally represents and warrants to Culmina, and acknowledges that Culmina 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 Culmina, as follows:

- (a) Ownership of ClearMynd Shares. Such ClearMynd Securityholder is and shall be immediately prior to and at the Closing, the registered and beneficial owner of his or its respective ClearMynd Shares and/or ClearMynd Warrants, free and clear of all Encumbrances;
- (b) Authority. Such ClearMynd Securityholder has the legal power and authority to execute and deliver this Agreement and all other documents required to be executed and delivered by such ClearMynd Securityholder hereunder and to consummate the transactions contemplated hereby; and
- (c) Completeness of Disclosure. No representation or warranty by such ClearMynd Securityholder in this Agreement nor any certificate, schedule, statement, document or instrument furnished or to be furnished to Culmina pursuant hereto contains or will contain any untrue statement of a material fact or omits or will 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.

4. REPRESENTATIONS AND WARRANTIES OF CULMINA

Culmina represents and warrants to ClearMynd and the ClearMynd Securityholders and acknowledges that ClearMynd and the ClearMynd Securityholders 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 ClearMynd or ClearMynd Securityholders, that except as noted in Schedule 3:

- 4.1 Organization and Good Standing. Culmina is duly incorporated, organized, validly existing and in good standing under the laws of the Province of British Columbia and has all requisite corporate power and authority to own, lease and to carry on its business as now being conducted. Culmina is qualified to do business and is in good standing as a foreign corporation in each of the jurisdictions in which it owns property, leases property, does business, or is otherwise required to do so, where the failure to be so qualified would have a material adverse effect on the businesses, operations, or financial condition of Culmina.
- 4.2 Authority. Culmina has all requisite corporate power and authority to execute and deliver this Agreement and any other document contemplated by this Agreement (collectively, the "**Culmina Documents**") to be signed by Culmina and to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery of each of the Culmina Documents by Culmina and the consummation by Culmina of the transactions contemplated hereby have been duly authorized by its board of directors and no

other corporate or shareholder proceedings on the part of Culmina is necessary to authorize such documents or to consummate the transactions contemplated hereby. This Agreement has been, and the other Culmina Documents when executed and delivered by Culmina as contemplated by this Agreement will be, duly executed and delivered by Culmina and this Agreement is, and the other Culmina Documents when executed and delivered by Culmina, as contemplated hereby will be, valid and binding obligations of Culmina enforceable in accordance with their respective terms, except:

- (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of creditors' rights generally;
- (b) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies; and
- (c) as limited by public policy.

4.3 Capitalization of Culmina. The authorized capital of Culmina consists of an unlimited number of Culmina Shares and an unlimited number of preferred shares. As of the date of this Agreement, there are 24,930,500 Culmina Shares issued and outstanding, no preferred shares, and 2,490,000 incentive stock options, each option entitling the holder to acquire one Culmina Share at the exercise price of \$0.02. With the exception of the incentive stock options, if any, there are no other outstanding options, warrants, subscriptions, phantom shares, conversion rights, or other rights, agreements, or commitments obligating Culmina to issue any additional Culmina Shares or any other securities convertible into, exchangeable for, or evidencing the right to subscribe for or acquire from Culmina any Culmina Shares as of the date of this Agreement. There are no agreements purporting to restrict the transfer of the Culmina Shares, no voting agreements, voting trusts, or other arrangements restricting or affecting the voting of the Culmina Shares.

4.4 Corporate Records of Culmina. The corporate records of Culmina, as required to be maintained by it pursuant to the laws of the Province of British Columbia, are accurate, complete and current in all material respects, and the minute book of Culmina is, in all material respects, correct and contains all material records required by the law of the Province of British Columbia in regards to all proceedings, consents, actions and meetings of the shareholders and the board of directors of Culmina.

4.5 Non-Contravention. Neither the execution, delivery and performance of this Agreement, nor the consummation of the Transaction, will:

- (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, or result in the creation of any lien, security interest, charge or encumbrance upon any of the material properties or assets of Culmina under any term, condition or provision of any loan or credit agreement, note, debenture, bond, mortgage, indenture, lease or other agreement, instrument, permit, license, judgment, order, decree, statute, law, ordinance, rule or regulation applicable to Culmina or any of its material property or assets;

- (b) violate any provision of the applicable incorporation or charter documents of Culmina; or
 - (c) violate any order, writ, injunction, decree, statute, rule, or regulation of any court or governmental or regulatory authority applicable to Culmina or any of its material property or assets.
- 4.6 Issuance of Transaction Shares. The Transaction Shares will, upon issuance, be duly and validly issued, fully paid and non-assessable Culmina Shares.
- 4.7 Actions and Proceedings. To the best knowledge of Culmina, there is no claim, charge, arbitration, grievance, action, suit, investigation or proceeding by or before any court, arbiter, administrative agency or other governmental authority now pending or, to the best knowledge of Culmina, threatened against Culmina which involves any of the business, or the properties or assets of Culmina that, if adversely resolved or determined, would have a material adverse effect on the business, operations, assets, properties, prospects or conditions of Culmina taken as a whole (a "**Culmina Material Adverse Effect**"). There is no reasonable basis for any claim or action that, based upon the likelihood of its being asserted and its success if asserted, would have such a Culmina Material Adverse Effect.
- 4.8 Compliance.
- (a) To the best knowledge of Culmina, Culmina 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 statute, law, ordinance, regulation, rule, decree or other applicable regulation to the business or operations of Culmina;
 - (b) To the best knowledge of Culmina, Culmina is not subject to any judgment, order or decree entered in any lawsuit or proceeding applicable to its business and operations that would constitute a Culmina Material Adverse Effect;
 - (c) Culmina has operated in material compliance with all laws, rules, statutes, ordinances, orders and regulations applicable to its business. Culmina has not received any notice of any violation thereof, nor is Culmina aware of any valid basis therefore.
 - (d) Culmina has no material Liabilities or obligations either direct or indirect, matured or unmatured, absolute, contingent or otherwise, which did not arise in the regular and ordinary course of business under any agreement, contract, commitment, lease or plan specifically disclosed in writing to ClearMynd.
- 4.9 Reporting Issuer Status. As of the date hereof, Culmina is a reporting issuer not in default (or the equivalent) under the applicable Securities Laws of each of the Provinces of British Columbia and Alberta.
- 4.10 No Insolvency. Culmina is not insolvent within the meaning of applicable bankruptcy, insolvency or fraudulent conveyance laws. No act or proceeding has been taken by or against Culmina in connection with the dissolution, liquidation, winding-up, bankruptcy or

reorganization of Culmina or the appointment of a trustee, receiver, manager or other administrator of Culmina or any of its properties or assets.

4.11 Financial Statements

- (a) The audited consolidated balance sheets and related consolidated statements of earnings and shareholders' equity and cash flows of Culmina as at and for the financial year ended December 31, 2019, and the unaudited interim balance sheet and related consolidated statements of earnings and shareholders' equity and cash flows for the nine (9) month period ended September 30, 2020 were prepared in accordance with IFRS (the "**Culmina Financial Statements**").
- (b) Such statements present fairly, in all material respects, the consolidated financial condition and results of operations of Culmina as of the respective dates thereof and for the respective periods covered thereby applied on a basis consistent with the immediately prior period and throughout the periods indicated (except as may be indicated expressly in the notes thereto). Such statements reflect appropriate and adequate reserves in respect of contingent liabilities, if any, of Culmina on a consolidated basis. Since December 31, 2019 (the "**Culmina Accounting Date**"), Culmina has not effected any change in its accounting methods, principles or practices, except as otherwise set out in Culmina's financial statements, including the notes thereto.

4.12 Absence of Undisclosed Liabilities. Culmina does not have any material Liabilities or obligations either direct or indirect, matured or unmatured, absolute, contingent or otherwise that exceed \$5,000, which:

- (i) are not set forth in the Culmina Financial Statements or have not heretofore been paid or discharged;
- (ii) did not arise in the regular and ordinary course of business under any agreement, contract, commitment, lease or plan specifically disclosed in writing to Culmina; or
- (iii) have not been incurred in amounts and pursuant to practices consistent with past business practice, in or as a result of the regular and ordinary course of its business since the date of the last Culmina Financial Statements.

4.13 Tax Matters.

- (a) As of the date hereof:
 - (i) Culmina has timely filed all tax returns in connection with any Taxes which are required to be filed on or prior to the date hereof, taking into account any extensions of the filing deadlines which have been validly granted to Culmina, and
 - (ii) all such returns are true and correct in all material respects;
- (b) Culmina has paid all Taxes that have become or are due with respect to any period ended on or prior to the date hereof, and has established an adequate reserve therefore

on its balance sheets for those Taxes not yet due and payable, except for any Taxes the non-payment of which will not have a Culmina Material Adverse Effect;

- (c) Culmina is not presently under or and not received notice of, any contemplated investigation or audit by regulatory or governmental agency of body or any foreign or state taxing authority concerning any fiscal year or period ended prior to the date hereof;
 - (d) all Taxes required to be withheld on or prior to the date hereof from employees for income Taxes, social security Taxes, unemployment Taxes and other similar withholding Taxes have been properly withheld and, if required on or prior to the date hereof, have been deposited with the appropriate governmental agency; and
 - (e) the Culmina Financial Statements contain full provision for all Taxes including any deferred Taxes that may be assessed to Culmina for the accounting period ended on the Culmina Accounting Date or for any prior period in respect of any transaction, event or omission occurring, or any profit earned, on or prior to the Culmina Accounting Date or for any profit earned by Culmina on or prior to the Culmina Accounting Date or for which Culmina is accountable up to such date and all contingent Liabilities for Taxes have been provided for or disclosed in the Culmina Financial Statements.
- 4.14 Intellectual Property. Culmina does not own or possess any intellectual property rights including any patents, copyrights, trade secrets, trademarks, service marks or trade names.
- 4.15 Certain Transactions. Culmina is not a guarantor or indemnitor of any indebtedness of any third party, including any person, firm or corporation.
- 4.16 Brokers. With the exception of the any finder's fee that may be payable, Culmina has not incurred any other independent obligation or liability to any party for any brokerage fees, agent's commissions, or other fees in connection with the Transaction contemplated by this Agreement.
- 4.17 Restrictions on Business Activities. There is no agreement, judgement, injunction, order or decree binding upon Culmina that has or could reasonably be expected to have the effect of prohibiting, restricting or materially impairing any business practice of Culmina, any acquisition of property by Culmina, or the conduct of business by Culmina as currently conducted (including following the transaction contemplated by this Agreement).
- 4.18 Change of Control. Culmina is not a party to any contract, agreement or understanding or any series of contracts, agreements or understandings and which contain a "change of control" or similar provision.
- 4.19 Winding Up. No order has been made, petition presented or meeting convened for the purpose of winding up of Culmina, or for the appointment of any provisional liquidator or in relation to any other process whereby the business is terminated and the assets of Culmina are distributed amongst the creditors and/or shareholders or other contributors, and there are no proceedings under any applicable insolvency, bankruptcy, reorganization or similar laws in any relevant jurisdiction, and no events have occurred which, under applicable Laws, would be reasonably likely to justify any such cases or proceedings.

4.20 Material Contracts. Culmina has performed in all respects all respective obligations required to be performed by them to date under any Material Contracts. Culmina is not in breach or default under the Material Contracts to which it is a party or bound, nor does Culmina have knowledge of any condition that with the passage of time or the giving of notice or both would result in such a breach or default. Culmina does not know of, or has received written notice of, any breach or default under (nor, to the knowledge of Culmina, does there exist any condition which with the passage of time or the giving of notice or both would result in such a breach or default under) such Material Contract by any other party thereto. All Material Contracts are legal, valid, binding and in full force and effect and are enforceable by Culmina in accordance with their respective terms (subject to bankruptcy, insolvency and other applicable Laws affecting creditors' rights generally, and to general principles of equity) and are the product of fair and arms' length negotiations between the parties thereto.

4.21 Absence of Changes or Events. Since the Culmina Accounting Date:

- (a) Culmina has conducted its businesses only in the ordinary course and consistent with past practice;
- (b) no liability or obligation of any nature (whether absolute, accrued, contingent or otherwise) which has had or is reasonably likely to have a Culmina Material Adverse Effect has been incurred;
- (c) there has not been any event, circumstance or occurrence which has had or is reasonably likely to give rise to a Culmina Material Adverse Effect;
- (d) there has not been any change in the accounting practices used by Culmina;
- (e) there has not been any redemption, repurchase or other acquisition of Culmina Shares by Culmina, or any declaration, setting aside or payment of any dividend or other distribution (whether in cash, shares or property) with respect to the Culmina Shares;
- (f) there has not been any entering into, or an amendment of, any Material Contract; and
- (g) there has not been any satisfaction or settlement of any material claims or material liabilities that were not reflected in the Culmina Financial Statements, other than the settlement of claims or liabilities incurred in the ordinary course consistent with past practice.

4.22 Completeness of Disclosure. No representation or warranty by Culmina in this Agreement nor any certificate, schedule, statement, document or instrument furnished or to be furnished to ClearMynd pursuant hereto contains or will contain any untrue statement of a material fact or omits or will 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.

5. CLOSING CONDITIONS

5.1 Conditions Precedent to Closing by Culmina. The obligation of Culmina to consummate the Transaction is subject to the satisfaction or written waiver of the conditions set forth below by a date mutually agreed upon by the parties hereto in writing and in accordance with

Section 10.8. The Closing of the Transaction contemplated by this Agreement will be deemed to mean a waiver of all conditions to Closing. These conditions precedent are for the benefit of Culmina and may be waived by Culmina in its sole discretion.

- (a) Representations and Warranties. The representations and warranties of ClearMynd and the ClearMynd Securityholders, respectively, set forth in this Agreement will be true, correct and complete in all respects as of the Closing Date, as though made on and as of the Closing Date.
- (b) Performance. All of the covenants and obligations that ClearMynd and the ClearMynd Securityholders is, respectively, required to perform or to comply with pursuant to this Agreement at or prior to the Closing must have been performed and complied with in all material respects.
- (c) Transaction Documents. This Agreement, and all other documents necessary or reasonably required to consummate the Transaction, all in form and substance reasonably satisfactory to Culmina, will have been executed and delivered to Culmina.
- (d) Third Party Consents. Culmina will have received duly executed copies of all third-party consents, permits, authorizations and approvals of any Regulator, governmental body, authority, person or entity contemplated by this Agreement, in the form and substance reasonably satisfactory to ClearMynd
- (e) No Material Adverse Change. No ClearMynd Material Adverse Effect will have occurred since the date of this Agreement.
- (f) Outstanding Shares of ClearMynd. ClearMynd will have no more than 37,486,070 shares of ClearMynd Common Stock issued and outstanding on the Closing Date.

5.2 Conditions Precedent to Closing by ClearMynd. The obligation of ClearMynd and the ClearMynd Securityholders to consummate the Transaction is subject to the satisfaction or written waiver of the conditions set forth below by a date mutually agreed upon by the parties hereto in writing and in accordance with Section 10.8. The Closing of the Transaction will be deemed to mean a waiver of all conditions to Closing. These conditions precedent are for the benefit of ClearMynd and ClearMynd Securityholders and may be waived by ClearMynd and the ClearMynd Securityholders in their discretion.

- (a) Representations and Warranties. The representations and warranties of Culmina set forth in this Agreement will be true, correct and complete in all respects as of the Closing Date, as though made on and as of the Closing Date.
- (b) Performance. All of the covenants and obligations that Culmina are required to perform or to comply with pursuant to this Agreement at or prior to the Closing must have been performed and complied with in all material respects. Culmina must have delivered each of the documents required to be delivered by it pursuant to this Agreement.
- (c) Transaction Documents. This Agreement, and all other documents necessary or reasonably required to consummate the Transaction, all in form and substance

reasonably satisfactory to ClearMynd, will have been executed and delivered by Culmina.

- (d) Third Party Consents. ClearMynd will have received from Culmina duly executed copies of all third-party consents, permits, authorizations and approvals of any Regulator, governmental body, authority, person or entity contemplated by this Agreement, in the form and substance reasonably satisfactory to ClearMynd.
- (e) No Material Adverse Change. No Culmina Material Adverse Effect will have occurred since the date of this Agreement.
- (f) Outstanding Shares of Culmina. Culmina will have no more than 10,000,000 Culmina Shares issued and outstanding on the Closing Date, and no other convertible securities outstanding including any incentive stock options.

6. ADDITIONAL COVENANTS OF THE PARTIES

6.1 Mutual Covenants. Between the date of this Agreement and the Closing Date, ClearMynd on the one hand, and Culmina, on the other hand, will, and will cause each of their respective representatives to:

- (a) afford the other and its representatives full and free access to its personnel, properties, assets, contracts, books and records, and other documents and data;
- (b) 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
- (c) 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 a party and its representatives will be conducted during normal business hours and in a manner designed not to interfere unduly with the normal business operations of the other party. Each party will instruct its auditors to co-operate with the other party and its representatives in connection with such investigations.

6.2 Covenants of ClearMynd. Except as contemplated by this Agreement or with the prior written consent of Culmina, ClearMynd will:

- (i) operate their respective businesses only in the ordinary course thereof, consistent with past practices;
- (ii) promptly inform Culmina of any facts that come to its attention which would cause any of its representations and warranties in this Agreement to be untrue in any respect;
- (iii) maintain the books, records and accounts of ClearMynd in the ordinary course and record all transactions on a basis consistent with past practice;

- (iv) not create, incur or assume any long-term debt or guarantee or otherwise become liable for the obligations of any other person or make any loans or advances to any person;
- (v) use commercially reasonable efforts to not make any material capital expenditures;
- (vi) not enter into any agreement other than in the ordinary course of business;
- (vii) not take any action to amend its constating documents; and
- (viii) not pay or agree to pay to any of its directors or officers any salary, pension, severance or termination amount or other benefit, other than as contractually committed as at the date hereof.

7. CLOSING

7.1 Closing. The Closing shall take place on the Closing Date at the offices of the lawyers for Culmina or at such other location as agreed to by the parties. Notwithstanding the location of the Closing, each party agrees that the Closing may be completed by the exchange of undertakings between the respective legal counsel for ClearMynd and Culmina, provided such undertakings are satisfactory to each party's respective legal counsel.

7.2 Closing Deliveries of ClearMynd and ClearMynd Securityholders. At Closing, ClearMynd and the ClearMynd Securityholders will deliver or cause to be delivered the following, fully executed and in the form and substance reasonably satisfactory to Culmina:

- (a) copies of all resolutions adopted by or on behalf of the board of directors of ClearMynd and the ClearMynd Securityholders evidencing approval of this Agreement and the Transaction;
- (b) a duly executed share certificate of ClearMynd registered in the name of Culmina, representing the ClearMynd Shares;
- (c) originals or copies, as appropriate, of all books, records and accounts of ClearMynd and any other information necessary for Culmina to operate and manage the business of ClearMynd;
- (d) all certificates, title opinions and other documents required by Section 5.1 of this Agreement; and
- (e) any other necessary documents, to give effect to the Transaction.

7.3 Closing Deliveries of Culmina. At Closing, Culmina will deliver or cause to be delivered the following, fully executed and in the form and substance reasonably satisfactory to ClearMynd :

- (a) copies of all resolutions and/or consent actions adopted by or on behalf of the board of directors of Culmina evidencing approval of this Agreement and the Transaction;

- (b) duly executed share certificate(s) of Culmina representing the Transaction Shares, registered in the name of the ClearMynd Securityholders, and bearing the legends to give effect to any applicable regulatory resale restrictions;
- (c) all certificates and other documents required by Section 5.2 of this Agreement; and
- (d) any other necessary documents, each duly executed by Culmina, as required to give effect to the Transaction.

7.4 Post Closing Deliveries of ClearMynd. (i) Within 60 days of Closing ClearMynd shall deliver the ClearMynd Financial Statements, and (ii) shall deliver the Escrow Agreement as and when required by the CSE, duly executed by the applicable ClearMynd Securityholders.

8. TERMINATION

8.1 Termination. This Agreement may be terminated at any time prior to the Closing Date contemplated hereby by:

- (a) mutual agreement of Culmina, the ClearMynd Securityholders and ClearMynd ;
- (b) Culmina, if there has been a material breach by ClearMynd or any of the ClearMynd Securityholders of any material representation, warranty, covenant or agreement set forth in this Agreement on the part of ClearMynd or the ClearMynd Securityholders that is not cured, to the reasonable satisfaction of Culmina, within ten business days after notice of such breach is given by Culmina (except that no cure period will be provided for a breach by ClearMynd or the ClearMynd Securityholders that by its nature cannot be cured);
- (c) ClearMynd and the ClearMynd Securityholders, if there has been a material breach by Culmina of any material representation, warranty, covenant or agreement set forth in this Agreement on the part of Culmina that is not cured by the breaching party, to the reasonable satisfaction of ClearMynd and the ClearMynd Securityholders, within ten business days after notice of such breach is given by ClearMynd and the ClearMynd Securityholders (except that no cure period will be provided for a breach by Culmina that by its nature cannot be cured); or
- (d) Culmina or ClearMynd and the ClearMynd Securityholders if any permanent injunction or other order of a governmental entity of competent authority preventing the consummation of the Transaction contemplated by this Agreement has become final and non-appealable.

8.2 Effect of Termination. In the event of the termination of this Agreement as provided in Section 8.1, this Agreement will be of no further force or effect; provided, however, that no termination of this Agreement will relieve any party of liability for any breaches of this Agreement that are based on a wrongful refusal or failure to perform any obligations.

9. INDEMNIFICATION, REMEDIES, SURVIVAL

9.1 Certain Definitions. For the purposes of this Article 9, the terms "Loss" and "Losses" mean any and all demands, claims, actions or causes of action, assessments, losses, damages,

Liabilities, costs, and expenses, including without limitation, interest, penalties, fines and reasonable attorneys, accountants and other professional fees and expenses, but excluding any indirect, consequential or punitive damages suffered by Culmina or ClearMynd and the ClearMynd Securityholders including damages for lost profits or lost business opportunities.

9.2 Agreement of ClearMynd and the ClearMynd Securityholders to Indemnify. ClearMynd and the ClearMynd Securityholders will indemnify, defend, and hold harmless, to the full extent of the law, Culmina from, against, and in respect of any and all Losses asserted against, relating to, imposed upon, or incurred by Culmina by reason of, resulting from, based upon or arising out of:

- (i) the breach by ClearMynd and the ClearMynd Securityholders or any of them of any representation or warranty of ClearMynd and the ClearMynd Securityholders contained in or made pursuant to this Agreement, any ClearMynd Document or any certificate or other instrument delivered pursuant to this Agreement; or
- (ii) the breach or partial breach by ClearMynd or the ClearMynd Securityholders of any covenant or agreement of ClearMynd or the ClearMynd Securityholders made in or pursuant to this Agreement, any ClearMynd Document or any certificate or other instrument delivered pursuant to this Agreement;

provided that this indemnity is granted by each ClearMynd Shareholder severally but not jointly with respect to his or its representations set out in section 3.2.

9.3 Agreement of Culmina to Indemnify. Culmina will indemnify, defend, and hold harmless, to the full extent of the law, ClearMynd and the ClearMynd Securityholders from, against, for, and in respect of any and all Losses asserted against, relating to, imposed upon, or incurred by ClearMynd and the ClearMynd Securityholders by reason of, resulting from, based upon or arising out of:

- (i) the breach by Culmina of any representation or warranty of Culmina contained in or made pursuant to this Agreement, any Culmina Document or any certificate or other instrument delivered pursuant to this Agreement; or
- (ii) the breach or partial breach by Culmina of any covenant or agreement of Culmina made in or pursuant to this Agreement, any Culmina Document or any certificate or other instrument delivered pursuant to this Agreement.

10. MISCELLANEOUS PROVISIONS

10.1 Effectiveness of Representations; Survival. Each party is entitled to rely on the representations, warranties and agreements of each of the other parties and all such representation, warranties and agreement will be effective regardless of any investigation that any party has undertaken or failed to undertake. Unless otherwise stated in this Agreement, and except for instances of fraud, the representations, warranties and agreements of each of the Parties will survive the Closing Date and continue in full force and effect until two (2) years after the Closing Date.

10.2 Public Disclosure; Confidentiality.

- (a) No disclosure or announcement, public or otherwise, in respect of this Agreement or the transactions contemplated herein will be made by any of Culmina, ClearMynd or the ClearMynd Securityholders without prior consultation with the other provided however that the foregoing will not apply to any announcement by any party required in order to comply with applicable Securities Laws.
- (b) Unless and until the transactions contemplated in this Agreement will have been completed, except with the prior written consent of the other parties, each of the parties and its respective employees, officers, directors, shareholders, agents, advisors and other representatives will hold all information received from the other party in strictest confidence, except such information and documents already available to the public or as are required to be filed or disclosed by applicable law.
- (c) All such information and documents in any form or medium whatsoever, including, but without limitation, copies thereof and derivative materials made therefrom will be returned to the party originally delivering them, or at the direction of such party, destroyed, in the event that the transactions provided for in this Agreement are not completed.

10.3 Further Assurances. Each of the parties hereto will co-operate with the others and execute and deliver to the other parties hereto such other instruments and documents and take such other actions as may be reasonably requested from time to time by any other party hereto as necessary to carry out, evidence, and confirm the intended purposes of this Agreement.

10.4 Amendment. This Agreement may not be amended except by an instrument in writing signed by each of the parties.

10.5 Expenses. Each of Culmina, the ClearMynd Securityholders and ClearMynd will bear its respective legal costs incurred in connection with the preparation, execution and performance of this Agreement and the Transaction contemplated hereby. Notwithstanding the foregoing in the event that the Closing does not occur, each of the parties will be responsible for all costs (including, but not limited to, financial advisory, accounting, legal and other professional or consulting fees and expenses) incurred by it in connection with the transactions hereby contemplated.

10.6 Independent Legal Advice. The ClearMynd Securityholders hereby acknowledge that this Agreement was prepared by Macdonald Tuskey as independent counsel for ClearMynd and that Macdonald Tuskey does not represent the ClearMynd Securityholders. By signing this Agreement, each of the ClearMynd Securityholders confirms that they fully understand this Agreement and (a) have obtained independent legal advice or (b) waive the right to obtain independent legal advice.

10.7 Entire Agreement. This Agreement, the schedules attached hereto and the other documents in connection with this transaction 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. Any preceding correspondence or offers are expressly superseded and terminated by this Agreement.

10.8 Notices. All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given if sent by personal delivery, faxed with electronic confirmation of delivery, internationally-recognized express courier or registered or certified mail (return receipt requested), postage prepaid, to the parties at the addresses on the first page of this Agreement (or at such other address for a party as will be specified by like notice), with a copy (which will not constitute notice) to:

Macdonald Tuskey
Suite 409-221 West Esplanade
North Vancouver, BC V7M 3J3

Attention: William Macdonald
Telephone: (604) 973-0580
Facsimile: (604) 973-0280

All such notices and other communications will be deemed to have been received:

- (a) in the case of personal delivery, on the date of such delivery;
- (b) in the case of a fax, when the party sending such fax has received electronic confirmation of its delivery;
- (c) in the case of delivery by internationally-recognized express courier, on the business day following dispatch; and
- (d) in the case of mailing, on the fifth business day following mailing.

10.9 Headings. The headings contained in this Agreement are for convenience purposes only and will not affect in any way the meaning or interpretation of this Agreement.

10.10 Benefits. This Agreement is and will only be construed as for the benefit of or enforceable by those persons party to this Agreement.

10.11 Assignment. This Agreement may not be assigned (except by operation of law) by any party without the prior written consent of the other parties.

10.12 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia applicable to contracts made and to be performed therein, and the parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of British Columbia with respect to any legal proceedings arising herefrom.

10.13 Construction. The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction will be applied against any party.

10.14 Gender. All references to any party will be read with such changes in number and gender as the context or reference requires.

10.15 Business Days. If the last or appointed day for the taking of any action required or the expiration of any rights granted herein shall be a Saturday, Sunday or a legal holiday in the

Province of British Columbia, Canada, then such action may be taken or right may be exercised on the next succeeding day which is not a Saturday, Sunday or such a legal holiday.

- 10.16 Counterparts. This Agreement may be executed in one or more counterparts, all of which will be considered one and the same agreement and will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart.
- 10.17 Electronic Execution. This Agreement may be executed by delivery of executed signature pages by fax or email in PDF format and such fax or electronic execution will be effective for all purposes.
- 10.18 Schedules and Exhibits. The schedules and exhibits are attached to this Agreement and incorporated herein.

[Signature Page Follows]

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

CULMINA VENTURES CORP.

Per: (signed) _____

Authorized Signatory

CLEARMYND TECHNOLOGY SOLUTIONS CORP.

Per: (signed) _____

President

"PERSONAL INFORMATION REDACTED"

CLEARMYND SECURITYHOLDERS:

████████████████████

Per: _____
Authorized Signatory

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[REDACTED] in the presence of:)

Witness)

[REDACTED]

SIGNED, SEALED AND DELIVERED by)
[REDACTED] in the presence of:)

Witness)

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SIGNED, SEALED AND DELIVERED by)
[REDACTED] [REDACTED] [REDACTED] in the)
presence of:)

Witness)

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SCHEDULE 1
TO THE SHARE EXCHANGE AGREEMENT
AMONG CULMINA VENTURES CORP., CLEARMYND TECHNOLOGY SOLUTIONS CORP.
AND CLEARMYND SECURITYHOLDERS AS SET OUT IN THE SHARE EXCHANGE
AGREEMENT

CLEARMYND INTELLECTUAL PROPERTY

Unpublished United States Provisional Patent Application No: 63/133,056

Filed on December 31, 2020

METHOD OF SYNTHESIZING TRYPTAMINES

This patent application describes scalable synthetic pathways to access psilocybin and tryptamine-based analogs and precursors. These pathways are well-positioned for current good manufacturing practice (cGMP) optimization due to the use of simple, abundant starting materials and a limited number of synthetic steps. The chemical flexibility of the processes enables the exploration of many other valuable tryptamine-based compounds, including: dimethyltryptamine, harmaline, miprocin, ibogaine, melatonin, lysergic acid diethylamide, serotonin and bufotenine, among others.

SCHEDULE 2
EXCEPTIONS AND QUALIFICATIONS TO REPRESENTATIONS AND WARRANTIES OF
CLEARMYND SECURITYHOLDERS AND CLEARMYND

None

SCHEDULE 3
EXCEPTIONS AND QUALIFICATIONS TO REPRESENTATIONS AND WARRANTIES OF
CULMINA

None