

## SHARE EXCHANGE AGREEMENT

**THIS SHARE EXCHANGE AGREEMENT** is made effective the 15th day of July, 2021.

### AMONG:

**BLUECORP CAPITAL CORP.**, a corporation existing under the laws of the Province of British Columbia, having an office at Suite 409, 221 West Esplanade, North Vancouver, British Columbia V7M 3J3

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

- and -

**BOBA MINT CO. INC.**, a corporation existing under the laws of the Province of Ontario, having an office at 333 Bay Street, Suite 2400, Toronto, Ontario M5H 2T6

(hereinafter referred to as “**Boba**”)

- and -

The common shareholders of Boba listed in the attached Schedule “A” (which shareholders, together, if applicable, with any persons that become shareholders of Boba prior to Closing, the “**Shareholders**”, and individually as, a “**Shareholder**”)

### WHEREAS:

- A. The Shareholders are collectively the legal and beneficial owners of all of the issued and outstanding common shares in the capital of Boba (the “**Boba Shares**”);
- B. The Purchaser has agreed to purchase all of the outstanding Boba Shares (the “**Transaction**”) in exchange for common shares of the Purchaser on the terms and conditions set forth in this Agreement; and
- C. The Shareholders who have executed this Agreement have agreed to the Transaction.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the premises and the respective covenants and agreements herein contained, the parties hereto covenant and agree as follows:

## ARTICLE 1 INTERPRETATION

### 1.01 Definitions

In this Agreement, unless otherwise defined, capitalized words and terms shall have the following meanings:

- (a) “**Agreement**” means this share exchange agreement as the same may be supplemented or amended from time to time;
- (b) “**Applicable Laws**” means all applicable rules, policies, notices, orders and legislation of any kind whatsoever of any Governmental Authority having jurisdiction over the transactions contemplated hereby;
- (c) “**Books and Records**” means all technical, business and financial records, financial books and records of account, books, data, reports, files, lists, drawings, plans, logs, briefs, customer and supplier lists, deeds, certificates, contracts, surveys, title opinions or any other documentation and information in any form whatsoever (including written, printed, electronic or computer printout form) relating to a corporation and its business;
- (d) “**Business Day**” means a day which is not a Saturday, Sunday or a statutory holiday in the Province of British Columbia;
- (e) “**Closing**” means the completion of the Transaction in accordance with the terms and conditions of this Agreement;
- (f) “**Closing Date**” means the date of Closing, which shall be the third Business Day following the satisfaction or waiver of all conditions to the obligations of the parties to consummate the Transaction (other than conditions that are satisfied with respect to actions the respective parties will take at the Closing itself), or earlier or later date as the Purchaser and Boba may mutually determine;
- (g) “**Common Shares**” means common shares without par value in the capital of the Purchaser;
- (h) “**Contracts**” (individually, a “**Contract**”) means all written or oral outstanding contracts and agreements, leases (including the real property leases), third-party licenses, insurance policies, deeds, indentures, instruments, entitlements, commitments, undertakings and orders made by or to which a party is bound or under which a party has, or will have, any rights or obligations and includes rights to use, franchises, license and sub-licenses agreements and agreements for the purchase and sale of assets or shares;
- (i) “**Corporate Records**” means the corporate records of a corporation, including (i) its articles, notice of articles or other constating documents, any unanimous

shareholders agreement and any amendments thereto; (ii) all minutes of meetings and resolutions of shareholders, directors and any committee thereof; (iii) the share certificate books, register of shareholders, register of transfers and registers of directors and officers; and (iv) all accounting records;

- (j) “**CSE**” means the Canadian Securities Exchange, operated by the CNSX Markets Inc.;
- (k) “**Governmental Authority**” means any (a) multinational, federal, provincial, territorial, state, regional, municipal, local or other government, governmental or public department, court, tribunal, commission, board or agency, domestic or foreign, or (b) regulatory authority, including any securities commission, or stock exchange, including the CSE;
- (l) “**IP**” means any and all intellectual property or proprietary rights arising at law or in equity, including, without limitation, (i) patents, all patent rights and all patent rights and all applications therefor and all reissues, re-examinations, continuations, continuations- in-part, divisions, and patent term extensions thereof, (ii) inventions (whether patentable or not), discoveries, improvements, concepts, innovations and industrial models, (iii) registered and unregistered copyrights, copyright registrations and applications, mask works and mask work registrations and applications therefor, author’s rights and works of authorship, (iv) URLs, web sites, web pages and any part thereof, (v) technical information, know-how, trade secrets, drawings, designs, design protocols, specifications, proprietary data, customer lists, databases, proprietary and manufacturing processes, technology, formulae, and algorithms, (vi) trade names, trade dress, trademarks, domain names, service marks, logos, business names, and registrations and applications therefor, (vii) industrial designs or design patents, whether or not patentable or registrable, patented or registered or the subject of applications for registration or patent or registration and all rights of priority, applications, continuations, continuations-in-part, divisions, re-examinations, reissues and other derivative applications and patents therefor, (viii) licenses, contacts and agreements otherwise relating to the IP, and (ix) the goodwill symbolized or represented by the foregoing;
- (m) “**laws**” means all statutes, codes, ordinances, decrees, rules, regulations, municipal by-laws, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings or awards, or any provisions of the foregoing, including general principles of common and civil law and equity, binding on or affecting the person referred to in the context in which such word is used; and “**law**” means any one of them;
- (n) “**Lien**” means any mortgage, encumbrance, charge, pledge, hypothecation, security interest, assignment, lien (statutory or otherwise), charge, title retention agreement or arrangement, restrictive covenant or other encumbrance of any nature or any other arrangement or condition, which, in substance, secures payment, or performance of an obligation;

- (o) “**Material Adverse Effect**” means (i) any change, effect, fact, circumstance or event which, individually or when taken together with any other changes, effects, facts, circumstances or events, could reasonably be expected to be materially adverse to the assets, liabilities, condition (financial or otherwise), business, properties or results of operation of the Purchaser or Boba, as applicable, or (ii) a material impairment of or delay in the ability of the parties (or any one of them) to perform their obligations hereunder or consummate the Transaction;
- (p) “**Material Contract**” means any Contract to which a person is a party and which is material to such person, including any Contract: (i) the termination of which would have a Material Adverse Effect on such person; (ii) any contract which would result in payments to or from such person or its subsidiaries (if any) in excess of \$10,000, whether payable in one payment or in successive payments; (iii) any agreement or commitment relating to the borrowing of money or to capital expenditures; and (iv) any agreement or commitment not entered into in the ordinary course of business;
- (q) “**material fact**” shall have the meaning ascribed to it in the *Securities Act* (British Columbia);
- (r) “**Non-Offering Prospectus**” means the non-offering prospectus of the Purchaser pertaining to the listing of the Common Shares on the CSE in accordance with CSE policies subsequent to the Closing;
- (s) “**Payment Shares**” has the meaning set forth in Section 2.02;
- (t) “**person**” includes an individual, sole proprietorship, partnership, limited partnership, unincorporated association or organization, unincorporated syndicate, body corporate, trust, trustee, executor, administrator, legal representative of the Crown or any agency or instrumentality thereof;
- (u) “**Boba Shares**” has the meaning set forth in the recitals of this Agreement;
- (v) “**Purchased Shares**” means all of the Boba Shares purchased by the Purchaser pursuant to this Agreement;
- (w) “**Purchaser Board**” means the board of directors of the Purchaser;
- (x) “**Regulation S**” means Regulation S under the U.S. Securities Act;
- (y) “**Shareholders**” has the meaning set forth in the preamble;
- (z) “**Securities Laws**” means the securities legislation having application, the regulations and rules thereunder and all administrative policy statements, instruments, blanket orders, notices, directions and rulings issued or adopted by the applicable securities regulatory authority, all as amended;

- (aa) “**Shareholders**” and “**Shareholder**” have the respective meanings set forth in the first page of this Agreement;
- (bb) “**Tax**” means any tax, impost, levy, withholding, duty, fee, premium, assessment and other charge of any kind, however denominated and any instalment or advance payment in respect thereof, including any interest, penalties, fines or other additions that have been, are or will become payable in respect thereof, imposed by any Governmental Authority, including for greater certainty any income, gain or profit tax (including federal, state, provincial and territorial income tax), payroll and employee withholding tax, employment or payroll tax, unemployment insurance, disability tax, social insurance tax, social security contribution, sales and use tax, consumption tax, customs tax, ad valorem tax, excise tax, goods and services tax, harmonized sales tax, franchise tax, gross receipts tax, capital tax, business license tax, alternative minimum tax, estimated tax, abandoned or unclaimed (escheat) tax, occupation tax, real and personal property tax, stamp tax, environmental tax, transfer tax, severance tax, workers’ compensation, Canada and other government pension plan premium or contribution and other governmental charge, and other obligations of the same or of a similar nature to any of the foregoing, together with any interest, penalties or other additions to tax that may become payable in respect of such tax, and any interest in respect of such interest, penalties and additions whether disputed or not, and “**Taxes**” has a corresponding meaning;
- (cc) “**Tax Act**” means the *Income Tax Act* (Canada);
- (dd) “**Tax Return**” means all returns, declarations, designations, forms, schedules, reports, elections, notices, filings, statements (including withholding tax returns and reports and information returns and reports) and other documents of every nature whatsoever filed or required to be filed with any Governmental Authority with respect to any Tax together with all amendments;
- (ee) “**Time of Closing**” means 10:00 a.m. (Vancouver time) on the Closing Date, or such other time as the parties may mutually determine;
- (ff) “**Transaction**” has the meaning set forth in the recitals of this Agreement;
- (gg) “**United States**” means the United States of America, its territories and possessions, any state of the United States and the District of Columbia;
- (hh) “**U.S. Person**” means a U.S. person as defined in Rule 902(k) of Regulation S under the U.S. Securities Act;
- (ii) “**U.S. Securities Act**” means the United States Securities Act of 1933, as amended;
- (jj) “**U.S. Shareholder**” means (i) a U.S. Person, (ii) any person who receives or received an offer of the Payment Shares while in the United States; (iii) any person acquiring the Payment Shares on behalf of, or for the account or benefit of any U.S. Person or any person in the United States, or (iv) any person who is or was in the

United States at the time when such person executed or delivered this Share Exchange Agreement.

### **1.02 Currency**

All sums of money which are referred to in this Agreement are expressed in lawful money of Canada unless otherwise specified.

### **1.03 Interpretation Not Affected by Headings, etc.**

The division of this Agreement into articles, sections and other portions and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. Unless otherwise indicated, any reference in this Agreement to an Article, Section or a Schedule or Exhibit refers to the specified Article or Section of, or Schedule or Exhibit to this Agreement.

### **1.04 Number, etc.**

Unless the subject matter or context requires the contrary, words importing the singular number only shall include the plural and vice versa; words importing the use of any gender shall include all genders and words importing persons shall include natural persons, firms, trusts, partnerships and corporations.

### **1.05 Date for Any Action**

In the event that any date on which any action is required or permitted to be taken hereunder by any person is not a Business Day, such action shall be required to be taken on the next succeeding day which is a Business Day.

### **1.06 Statutory References**

Any reference in this Agreement to a statute includes all regulations and rules made thereunder, all amendments to such statute in force from time to time and any statute, regulation or rule that supplements or supersedes such statute, regulation or rule.

### **1.07 Accounting Principles**

Wherever in this Agreement reference is made to generally accepted accounting principles, such reference shall be deemed to be the International Financial Reporting Standards or the Canadian generally accepted accounting principles, as applicable, approved by the International Accounting Standards Board or the Canadian Institute of Chartered Accountants, as the case may be, or any successor thereto, applicable as at the date on which a calculation is made or required to be made in accordance with generally accepted accounting principles.

### **1.08 Knowledge**

- (a) Any reference herein to “the knowledge of the Purchaser” (or similar expressions) will be deemed to mean the actual knowledge of any director or executive officer

of the Purchaser, together with the knowledge such person would have had if they had conducted a diligent inquiry into the relevant subject matter.

- (b) Any reference herein to “the knowledge of Boba” (or similar expressions) will be deemed to mean the actual knowledge of any director or executive officer of Boba, together with the knowledge such person would have had if he had conducted a diligent inquiry into the relevant subject matter.
- (c) Any reference herein to “the knowledge of the Shareholder” (or similar expressions) will be deemed to mean the actual knowledge of the applicable Shareholder.

### **1.09 Schedules**

The schedules to this Agreement, listed below, are an integral part of this Agreement, and must be completed and attached before the Closing Date for this Agreement to be fully-integrated and thereafter enforceable by or against any party:

<b><u>Schedule</u></b>	<b><u>Description</u></b>
Schedule “A”	Shareholders of Boba

## **ARTICLE 2 PURCHASE AND SALE OF PURCHASED SHARES**

### **2.01 Purchase and Sale**

Subject to the terms and conditions hereof, each of the Shareholders covenants and agrees, on its own behalf, to sell, assign and transfer to the Purchaser and the Purchaser covenants and agrees to purchase from the Shareholders, the number of Purchased Shares which are beneficially owned by such Shareholder at the Time of Closing. As of the date of this Agreement, the number of Purchased Shares which are beneficially owned by each Shareholder is the number set forth opposite the name of such Shareholder as set out in Schedule “A” attached hereto.

At the Time of Closing, the Shareholders shall exchange the Purchased Shares held by such Shareholder for Common Shares. In consideration for the exchange by the Shareholders of each Purchased Share, the Shareholders shall receive from the Purchaser one Common Share for each Purchased Share so exchanged.

In addition, for greater certainty, if any Shareholder may acquire any additional Boba Shares (for example, from another Shareholder that might not be a party to this Agreement, or with the consent of the Purchaser), such additional Boba Shares so acquired shall form part of the Purchased Shares and the applicable Shareholder covenants and agrees to sell, assign and transfer to the Purchaser and the Purchaser covenants and agrees to purchase from such Shareholder the additional Boba Shares held by such Shareholder so acquired, in addition to the Purchased Shares described in Schedule “A”.

## **2.02 Purchase Price**

In consideration for the acquisition of the Boba Shares, the Purchaser shall issue from treasury to the Shareholders pro rata in proportion to their holdings of Purchased Shares at the Time of Closing, an aggregate of 40,000,000 Common Shares, free and clear of any encumbrances (the “**Payment Shares**”). The Payment Shares are being issued at a deemed value of \$0.05 per Payment Share.

## **2.03 Tax Election**

The Purchaser agrees that, at the request and expense of any Shareholder who is resident in Canada for the purposes of the Tax Act, the Purchaser shall jointly elect with the Shareholder for the provisions of subsection 85(1) or (2) of the Tax Act and any equivalent provision under provincial legislation (each a “**Tax Election Provision**”) to apply to the Purchased Shares acquired by the Purchaser from the Shareholder. In order to make any such election, the Shareholder shall prepare any prescribed election form (each a “**Tax Election Form**”) and deliver any such Tax Election Form to the Purchaser within 90 days of the Closing Date. Upon receipt, the Purchaser shall sign the Tax Election Form and deliver a copy of the Tax Election Form to the Shareholder by mail using the address that the Shareholder provided to the Purchaser in the Tax Election Form within 30 days of receipt thereof. It shall be the sole responsibility of the Shareholder making the request to file the Tax Election Form with the Canada Revenue Agency or relevant provincial Governmental Authority. The Purchaser shall not be liable for any damages arising to a Shareholder for a late filing of a Tax Election Form or any errors or omissions on a Tax Election Form.

Notwithstanding anything contained in this Agreement, the Purchaser does not assume and shall not be liable for any Taxes under the Tax Act or under provincial legislation or any other amount whatsoever which may be or become payable by Shareholders including, without limiting the generality of the foregoing, any Tax resulting from or arising as a consequence of the sale by Shareholders to the Purchaser of the Purchased Shares herein contemplated, or the availability (or lack thereof) of any Tax Election Provision, or the content or impact of any election made under any Tax Election Provision.

## **2.04 Restrictions on Resale**

Each of the Shareholders acknowledges and agrees as follows:

- (a) the issuance of the Payment Shares in exchange therefor will be made pursuant to appropriate exemptions, including (but not limited to) the take-over bid prospectus exemption under National Instrument 45-106 – *Prospectus Exemptions* (the “**Exemptions**”) from any applicable take-over bid and registration and prospectus (or equivalent) requirements of the Securities Laws;
- (b) as a consequence of acquiring the Payment Shares pursuant to the Exemptions:
  - (i) the Shareholder will be restricted from using certain of the civil remedies available under the Securities Laws;



- (ii) the Shareholder may not receive information that might otherwise be required to be provided to the Shareholder, and the Purchaser is relieved from certain obligations that would otherwise apply under Securities Laws if the Exemptions were not being relied upon by the Purchaser;
  - (iii) no securities commission, stock exchange or similar regulatory authority has reviewed or passed on the merits of an investment in the Payment Shares;
  - (iv) there is no government or other insurance covering the Payment Shares; and
  - (v) an investment in the Payment Shares is speculative and of high risk;
- (c) the certificates representing the Payment Shares will bear such legends as required by Securities Laws and the policies of the CSE, if applicable, and it is the responsibility of the Shareholder to find out what those restrictions are and to comply with them before selling the Payment Shares; and
- (d) the Shareholder is knowledgeable of, or has been independently advised as to, the Applicable Laws of that jurisdiction which apply to the sale of the Purchased Shares and the issuance of the Payment Shares and which may impose restrictions on the resale of such Payment Shares in that jurisdiction and it is the responsibility of the Shareholder to find out what those resale restrictions are, and to comply with them before selling the Payment Shares.

## **2.05 Disclosure Document**

- (a) Promptly after the execution of this Agreement, the Purchaser and Boba will jointly prepare a Non-Offering Prospectus together with any other documents that may be required by applicable Securities Laws and other Applicable Laws and the rules and policies of the CSE in connection with the intended listing of the Common Shares on the CSE.
- (b) The Purchaser represents and warrants that the Non-Offering Prospectus will comply in all material respects with all Applicable Laws, and, without limiting the generality of the foregoing, that the Non-Offering Prospectus will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements contained therein not misleading in light of the circumstances in which they are made (provided that the Purchaser will not be responsible for the accuracy of any information relating to Boba that is furnished in writing by Boba for inclusion in the Non-Offering Prospectus).
- (c) Boba represents and warrants that any information or disclosure relating to Boba that is furnished in writing by Boba for inclusion in the Non-Offering Prospectus will comply in all material respects with all Applicable Laws, and, without limiting the generality of the foregoing, that the Non-Offering Prospectus will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements contained therein not

misleading in light of the circumstances in which they are made (provided that Boba will not be responsible for the accuracy of any information relating to the Purchaser).

- (d) Boba, the Purchaser and their respective legal counsel will be given a reasonable opportunity to review and comment on drafts of the Non-Offering Prospectus and other documents related thereto and to the Transaction, and reasonable consideration will be given to any comments made by Boba, the Purchaser and their respective counsel, provided that all information relating solely to the Purchaser included in the Non-Offering Prospectus will be in form and content satisfactory to the Purchaser, acting reasonably, and all information relating solely to Boba included in the Non-Offering Prospectus will be in form and content satisfactory to Boba, acting reasonably.
- (e) The Purchaser and Boba will promptly notify each other if at any time before the date of filing in respect of the Non-Offering Prospectus, either party becomes aware that the Non-Offering Prospectus contains an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements contained therein not misleading in light of the circumstances in which they are made, or that otherwise require an amendment or supplement to the Non-Offering Prospectus and the parties will cooperate in the preparation of any amendment or supplement to such documents, as the case may be, as required or appropriate.

### **ARTICLE 3 CHANGE IN DIRECTORS OF PURCHASER**

#### **3.01 New Directors of the Purchaser**

Effective at Closing, the Purchaser shall cause the Purchaser Board to be restructured, through resignations and appointments, so that it shall consist of the following individuals, forming the Purchaser Board immediately following Closing:

- (a) Ryan Hurst;
- (b) Jordan Rodger; and
- (c) Bronson Peever;

If any of the proposed directors are not acceptable to the CSE or are otherwise unable to act as directors of the Purchaser following Closing, Boba shall have the sole right to nominate other nominees to the Purchaser Board following Closing. It is understood that Mr. Bronson Peever may be replaced by such other person as the resulting Purchaser Board determines and he acknowledges and agrees to resign at such time of determination, as applicable.

### **3.02 New Officers of the Purchaser**

Effective at Closing, the officers of the Purchaser following the Transaction will be determined by the reconstituted Purchaser Board and the Purchaser and Boba agree to take such commercially reasonable actions as permitted under Applicable Laws such that the senior officers of the Purchaser after Closing are constituted of the following individuals:

- (a) Jordan Rodger, as President and Chief Executive Officer; and
- (b) Carmelo Marrelli, as Chief Financial Officer.

If any of the proposed officers are not acceptable to the CSE or are otherwise unable to act as officers of the Purchaser following Closing, Boba shall have the sole right to put forth other individuals to be appointed as senior officers following Closing.

### **3.03 PIFs**

If required by the CSE, Boba shall deliver to the Purchaser (for further delivery by the Purchaser to the CSE) a Form 3 - *Personal Information Form* duly completed by each of the proposed directors and officers and identified above, on or before the Closing Date. In addition, Boba shall deliver to the Purchaser (for further delivery by the Purchaser to the British Columbia Securities Commission or any other provincial securities commission or regulatory authority) such personal information forms as may be required by the British Columbia Securities Commission (or any other provincial securities commission or regulatory authority) in connection with the filing of the Non-Offering Prospectus.

## **ARTICLE 4 CONDITIONS OF CLOSING**

### **4.01 Mutual Conditions of Closing**

The obligations to complete the Transaction are subject to the fulfillment of the following conditions on or before the Time of Closing:

- (a) there shall be no action taken under any applicable law by any court or Governmental Authority that makes it illegal or restrains, enjoins or prohibits the Transaction, results in a judgment or assessment of damages relating to the Transaction that is materially adverse to the Purchaser or Boba or that could reasonably be expected to impose any condition or restriction upon the Purchaser or Boba which, after giving effect to the Transaction, would so materially and adversely impact the economic or business benefits of the Transaction as to render inadvisable the consummation of the Transaction;
- (b) there shall be no legislation (whether by statute, regulation, order-in-council, notice of ways and means motion, by-law or otherwise) enacted, introduced or tabled which, in the opinion of the Purchaser, acting reasonably, materially adversely affects or is reasonable likely to materially adversely affect the Transaction;

- (c) receipt of all required regulatory, corporate and third party approvals including CSE approval, if applicable, and compliance with all applicable regulatory requirements and conditions necessary to complete the Transaction;
- (d) neither party shall be subject to unresolved litigation or court proceedings;
- (e) there being no prohibition at law against the completion of the Transaction; and
- (f) the Closing Date shall be on or before the Termination Date.

The foregoing conditions precedent are for the benefit of all parties and may be waived by Boba (on its own behalf and on behalf of the Shareholders) and the Purchaser, in whole or in part, without prejudice to any party's right to rely on any other condition in favour of any party.

#### **4.02 Conditions of Closing in Favour of the Purchaser**

The obligations of the Purchaser to complete the Transaction are subject to the fulfillment of the following conditions on or before the Time of Closing:

- (a) Boba shall have tendered all closing deliveries set forth in Sections 5.03;
- (b) the representations and warranties of Boba set forth in this Agreement shall have been true and correct as of the date hereof and shall be true and correct at the Time of Closing in all respects (in the case of any representation or warranty containing any materiality or Material Adverse Effect qualifier) or in all material respects (in the case of any representation or warranty without any materiality or Material Adverse Effect qualifier), except as affected by the transactions contemplated by this Agreement, and a certificate of a senior officer of Boba to this effect shall have been delivered to the Purchaser;
- (c) all of the terms, covenants and conditions of this Agreement to be complied with or performed by Boba at or before the Time of Closing will have been complied with or performed and a certificate of a senior officer of Boba to this effect shall have been delivered to the Purchaser;
- (d) the representations and warranties of the Shareholders set forth in this Agreement shall have been true and correct in all material respects as of the date hereof and shall be true and correct in all material respects as of the Time of Closing;
- (e) all of the terms, covenants and conditions of this Agreement to be complied with or performed by the Shareholders at or before the Time of Closing will have been complied with or performed;
- (f) all consents, waivers, permits, orders and approvals of all Governmental Authorities or other persons, including, if applicable, all those party to the Material Contracts, necessary to permit the completion of the Transaction shall have been obtained;

- (g) there being no inquiry or investigation (whether formal or informal) in relation to Boba or its respective directors or officers commenced or threatened by any securities commission or official of the CSE or regulatory body having jurisdiction such that the outcome of such inquiry or investigation could have a Material Adverse Effect on Boba, its business, assets or financial condition; and
- (h) there shall not have been after the date of this Agreement any Material Adverse Effect with respect to Boba.

The foregoing conditions precedent are for the benefit of the Purchaser and may be waived by the Purchaser, in whole or in part, without prejudice to the Purchaser's right to rely on any other condition in favour of the Purchaser.

#### **4.03 Conditions of Closing in Favour of Boba and the Shareholders**

The obligations of Boba and the Shareholders to complete the Transaction are subject to the fulfillment of the following conditions on or before the Time of Closing:

- (a) the Purchaser shall have tendered all closing deliveries set forth in Section 5.02 including delivery of the Payment Shares;
- (b) all consents, waivers, permits, orders and approvals of all Governmental Authorities or other persons, including, if applicable, all those party to the Material Contracts, necessary to permit the completion of the Transaction shall have been obtained;
- (c) the representations and warranties of the Purchaser set forth in this Agreement shall have been true and correct as of the date hereof and shall be true and correct at the Time of Closing in all respects (in the case of any representation or warranty containing any materiality or Material Adverse Effect qualifier) or in all material respects (in the case of any representation or warranty without any materiality or Material Adverse Effect qualifier), except as affected by the transactions contemplated by this Agreement, and a certificate of a senior officer of the Purchaser to this effect shall have been delivered to the Shareholders;
- (d) all of the terms, covenants and conditions of this Agreement to be complied with or performed by the Purchaser at or before the Time of Closing will have been complied with or performed and a certificate of a senior officer of the Purchaser to this effect shall have been delivered to the Shareholders and Boba;
- (e) there shall not have been after the date of this Agreement any Material Adverse Effect with respect to the Purchaser;
- (f) the Payment Shares will have been approved for issuance by the directors of the Purchaser and will be issued as fully paid and non-assessable shares in the capital of the Purchaser, free and clear of any and all encumbrances, liens, charges and demands of whatsoever nature;

- (g) there being no inquiry or investigation (whether formal or informal) in relation to the Purchaser or its respective directors or officers commenced or threatened by any securities commission or official of the CSE or regulatory body having jurisdiction such that the outcome of such inquiry or investigation could have a material adverse effect on, the Purchaser, its business, assets or financial condition;
- (h) each of the directors, officers and nominees of Boba shall have been appointed, conditional on Closing; and
- (i) the shareholders of the Purchaser shall have adopted a new form of Articles for the Purchaser as provided by Boba and the Purchaser shall have filed Notice of Articles in respect of same with the British Columbia registry Services.

The foregoing conditions precedent are for the benefit of Boba and the Shareholders and may be waived by Boba (on its own behalf and on behalf of the Shareholders) and the Shareholders, in whole or in part, without prejudice to Boba's and the Shareholders' right to rely on any other condition in favour of Boba and the Shareholders.

#### **4.04 Notice and Cure Provisions**

Each party will give prompt notice to the other parties hereto 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 or would be likely to:

- (a) cause any of the representations or warranties of such party contained herein to be untrue or inaccurate on the date hereof or at the Closing Date; or
- (b) result in the failure by such party to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by such party hereunder prior to the Closing Date.

No party may elect not to complete the Transaction as contemplated herein as a result of the non-fulfillment of the conditions precedent contained in Sections 4.01, 4.02, or 4.03, as applicable, unless the party intending to rely thereon has delivered a written notice to the other parties hereto prior to the Time of Closing specifying, in reasonable detail, all breaches of representations and warranties or covenants or other matters which the party delivering such notice is asserting as the basis for the non-fulfillment of the applicable condition precedent.

### **ARTICLE 5 CLOSING AND POST CLOSING ARRANGEMENTS**

#### **5.01 Time and Place of Closing**

The Closing shall be electronic (pursuant to the electronic or other remote exchange of documents and closing deliverables required by this Agreement), unless a place is agreed to in writing by the Parties.

## **5.02 Closing Deliveries of the Purchaser**

At the Time of Closing, the Purchaser will deliver or cause to be delivered:

- (a) share certificates (or DRS) evidencing the Payment Shares registered as directed by the Shareholders (or by Boba on behalf of the Shareholders);
- (b) a certificate of one of the Purchaser's senior officers, dated as of the Closing Date, certifying: (i) that attached thereto are true and complete copies of the notice of articles and articles of the Purchaser (and all amendments thereto as in effect as on such date); (ii) all resolutions of the board of directors of the Purchaser approving the entering into of this Agreement and all ancillary agreements contemplated herein and the completion of the Transaction, including the issuance of the Payment Shares; and (iii) as to the incumbency and genuineness of the signature of each officer of Purchaser executing this Agreement or any of the other agreements or documents contemplated hereby;
- (c) the officer's certificates referred to in Sections 4.03(c) and 4.03(d);
- (d) resignations of the directors of the Purchaser (including a statement from each of the directors certifying that such director does not have any claim in any respect against the Purchaser) and resolutions consented to in writing by the directors of the Purchaser (and if applicable, the shareholders of the Purchaser) appointing nominees of Boba as directors of the Purchaser, if applicable;
- (e) a certificate of good standing for the Purchaser; and
- (f) a certificate from the secretary (or transfer agent, if applicable) of the Purchaser certifying the number of issued and outstanding shares of the Purchaser immediately prior to the Closing, and the number of issued and outstanding convertible securities and contractual obligations for Common Shares of the Purchaser.

## **5.03 Closing Deliveries of Boba**

At the Time of Closing, Boba will deliver or cause to be delivered:

- (a) consents to act for proposed directors and personal information forms for proposed directors and officers described in Sections 3.01 and 3.02.
- (b) a certificate of a senior officer of Boba, dated as of the Closing Date, certifying: (i) that attached thereto are true and complete copies of the articles and by-laws of Boba (and all amendments thereto as in effect as on such date); (ii) all resolutions of the board of directors of Boba approving the entering into of this Agreement and the completion of the Transaction; and (iii) as to the incumbency and genuineness of the signature of each officer of Boba executing this Agreement or any of the other agreements or documents contemplated hereby;

- (c) the officer's certificates referred to in Sections 4.02(b) and 4.02(c); and
- (d) a certificate of good standing for Boba.

## **ARTICLE 6 REPRESENTATIONS AND WARRANTIES**

### **6.01 Representations and Warranties of the Purchaser**

The Purchaser represents and warrants to and in favour of each of the Shareholders and Boba as follows, and acknowledges that such parties are relying on such representations and warranties in connection with the transactions contemplated herein:

- (a) the Purchaser is a corporation validly existing and in good standing under the laws of the Province of British Columbia and is duly registered, licensed or qualified to carry on business under the laws of the jurisdictions in which the nature of its business makes such registration, licensing or qualification necessary;
- (b) the Purchaser is not a 'reporting issuer' or equivalent in any jurisdiction nor are any shares of the Purchaser listed or quoted on any stock exchange or electronic quotation system;
- (c) the Purchaser has the corporate power and capacity to enter into this Agreement and each additional agreement or instrument to be delivered pursuant to this Agreement, to perform its obligations hereunder and thereunder, to own and lease its property, and to carry on its businesses as now being conducted;
- (d) this Agreement has been, and each additional agreement or instrument to be delivered pursuant to this Agreement will be prior to the Time of Closing, duly authorized, executed and delivered by the Purchaser and each is, or will be at the Time of Closing, a legal, valid and binding obligation of the Purchaser, enforceable against the Purchaser in accordance with its terms;
- (e) the execution and delivery of this Agreement does not, and the consummation of the Transaction will not, (i) result in a breach or violation of the articles of the Purchaser or of any resolutions of the directors or shareholders of the Purchaser, (ii) conflict with, result in a breach of, constitute a default under or accelerate the performance required by or result in the suspension, cancellation, material alteration or creation of an encumbrance upon any material agreement (including any Purchaser Material Contract), license or permit to which the Purchaser is a party or by which the Purchaser is bound or to which any material assets or property of the Purchaser is subject, or (iii) violate any provision of any applicable law or regulation or any judicial or administrative order, award, judgment or decree applicable to the Purchaser;
- (f) the authorized capital of the Purchaser consists of an unlimited number of Common Shares, of which, as of the date hereof, 1,659,001 Common Shares are issued and outstanding as fully paid and non-assessable. In addition, there are 44,328,000



special warrants issued and outstanding as fully paid and non-assessable, and an aggregate of 19,859,000 warrants to purchase Common Shares of the Purchaser outstanding;

- (g) when issued in accordance with the terms hereof, the Payment Shares will be validly issued as fully paid and non-assessable Common Shares;
- (h) except for the holders of the securities set out Section 6.01(f), no person has any agreement, option, right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement, including convertible securities, options, warrants or convertible obligations of any nature, for the purchase, subscription, allotment or issuance of any unissued shares or other securities of the Purchaser;
- (i) the Purchaser does not own, and has not at any time owned, and does not have any agreements of any nature to acquire, directly or indirectly, any shares in the capital of or other equity or proprietary interests in any person, and the Purchaser does not have any agreements to acquire or lease any material assets or properties or any other business operations;
- (j) the Purchaser is not a party to, or bound by, any agreement of guarantee, indemnification, assumption or endorsement or any like commitment of the obligations, liabilities (contingent or otherwise) or indebtedness of any other person;
- (k) there are no waivers, consents, notices or approvals required to be given or obtained by the Purchaser in connection with the Transaction and the other transactions contemplated by this Agreement under any Contract to which the Purchaser is a party;
- (l) no consent, approval, order or authorization of, or registration or declaration with, any applicable Governmental Authority with jurisdiction over the Purchaser is required to be obtained by the Purchaser in connection with the execution and delivery of this Agreement or the consummation of the Transaction, including, without limitation, the issuance of the Payment Shares, except for those consents, orders, authorizations, declarations, registrations or approvals which are contemplated by this Agreement or those consents, orders, authorizations, declarations, registrations or approvals that, if not obtained, would not prevent or materially delay the consummation of the Transaction or otherwise prevent or materially delay the Purchaser from performing its obligations under this Agreement and could not reasonably be expected to have a Material Adverse Effect on the Purchaser;
- (m) there is no suit, action or proceeding or, to the knowledge of the Purchaser, pending or threatened against the Purchaser, and there is no judgment, decree, injunction, rule or order of any Governmental Authority outstanding against the Purchaser;
- (n) no bankruptcy, insolvency or receivership proceedings have been instituted by the Purchaser or, to the knowledge of the Purchaser, are pending against the Purchaser;

- (o) no person has any written or oral agreement, option, understanding or commitment, or any right or privilege capable of becoming an agreement, option, understanding or commitment for the purchase from the Purchaser of any of its assets or property
- (p) the Purchaser has not been notified by any Governmental Authority of any investigation with respect to it that is pending or threatened, nor has any Governmental Authority notified the Purchaser of such Governmental Authority's intention to commence or to conduct any investigation, that could be reasonably likely to have a Material Adverse Effect on the Purchaser;
- (q) the Purchaser has filed in the prescribed manner and within the prescribed times all Tax Returns required to be filed by the Purchaser in all applicable jurisdictions as of the date hereof and all Tax Returns that have been filed by, or with respect to the Purchaser are true, complete and correct, report all income and all other amounts and information required to be reported thereon and disclose any Tax required to be paid for the periods covered thereby. The Purchaser has duly and timely paid any Tax due and payable by it, including all instalments on account of Tax that are due and payable before the date hereof, whether or not assessed by the appropriate Governmental Authority, and has duly and timely paid all assessments and reassessments it has received in respect of any Tax;
- (r) there are no audits, reassessments or other proceedings in progress or, to the knowledge of the Purchaser, threatened against the Purchaser, in respect of any Tax and, in particular, there are no currently outstanding reassessments or written enquiries which have been issued or raised by any Governmental Authority relating to any Tax, and the Purchaser is not aware of any contingent liability of the Purchaser for Tax or any grounds that could prompt an assessment or reassessment for any Tax, and the Purchaser has not received any indication from any Governmental Authority that any assessment or reassessment is proposed;
- (s) the Purchaser has deducted, withheld or collected and remitted in a timely manner to the relevant Governmental Authority each Tax or other amount required to be deducted, withheld or collected and remitted by the Purchaser;
- (t) the Purchaser has no employees and the Purchaser is not a party to any employment, management or consulting agreement of any kind whatsoever;
- (u) no current or former employee, officer or director of the Purchaser is entitled to a severance, termination or other similar payment as a result of the Transaction;
- (v) the Corporate Records of the Purchaser are complete and accurate in all material respects and all corporate proceedings and actions reflected therein have been conducted or taken in compliance with all applicable laws and with the constating documents of the Purchaser, and without limiting the generality of the foregoing:
  - (i) the minute books contain complete and accurate minutes of all meetings of the directors (and any committee thereof) and shareholders of the Purchaser;
  - (ii) such minute books contain all written resolutions passed by the directors (and any

committee thereof) and shareholders of the Purchaser; (iii) the share certificate books, if any, the central securities register and register of transfers, and branch registers, of the Purchaser are complete and accurate, and all transfers of shares of the Purchaser reflected therein have been duly completed and approved; and (iv) the registers of directors and officers are complete and accurate and all former and present directors and officers of the Purchaser were duly elected or appointed as the case may be;

- (w) the Purchaser has conducted and is conducting its business in compliance in all material respects with all applicable laws, regulations, by-laws, ordinances, regulations, rules, judgments, decrees and orders of each jurisdiction in which its business is carried on;
- (x) the Purchaser has good and marketable title to its properties and assets (other than property or an asset as to which the Purchaser is a lessee, in which case it has a valid leasehold interest), except for such defects in title that individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect on the Purchaser;
- (y) the Purchaser has all permits, licences, certificates of authority, orders and approvals of, and has made all filings, applications and registrations with, applicable Governmental Authorities and other persons that are required in order to permit it to carry on its business as presently conducted, except for such permits, licences, certificates, orders, filings, applications and registrations, the failure to have or make, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect on the Purchaser, and all such permits, licenses, certificates of authority, orders and approvals are in good standing and fully complied with in all material respects;
- (z) all Books and Records of the Purchaser have been fully, properly and accurately kept and, where required, completed in accordance with generally accepted accounting principles, and there are no material inaccuracies or discrepancies of any kind contained or reflected therein; and
- (aa) to the knowledge of the Purchaser, no representation or warranty of the Purchaser contained in this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein not misleading.

## **6.02 Representations and Warranties of the Shareholders**

Each of the Shareholders, on its own behalf and not on behalf of any other Shareholders, hereby severally (and, for greater certainty, not jointly with any other Shareholders) represents and warrants to the Purchaser as follows and acknowledges that the Purchaser is relying on such representations and warranties in connection with the transactions contemplated herein:

- (a) this Agreement has been, and each additional agreement or instrument required to be delivered by the Shareholder pursuant to this Agreement will be prior to the

Time of Closing, duly authorized, executed and delivered by the Shareholders and each is, or will be at the Time of Closing, a legal, valid and binding obligation of the Shareholders, enforceable against the Shareholders in accordance with its terms;

- (b) if the Shareholder is not an individual, the Shareholder is validly existing under the laws of its jurisdiction of organization and has the corporate or other power to enter into this Agreement and any other agreement to which it is, or is to become, a party to pursuant to the terms hereof and to perform its obligations hereunder and thereunder;
- (c) the execution and delivery of this Agreement does not, and the consummation of the Transaction will not, (i) if the Shareholder is not an individual, result in a breach or violation of the articles or by-laws of the Shareholder (or other constating documents of the Shareholder) or of any resolutions of the directors or shareholders of the Shareholder, or (ii) violate any provision of any applicable law or regulation or any judicial or administrative order, award, judgment or decree applicable to the Shareholder;
- (d) the Shareholder is the registered and beneficial owner of that number of Boba Shares, as the case may be, set forth opposite the Shareholder's name in Schedule "A" (such common shares comprising part of the Purchased Shares), free and clear of all liens, charges, mortgages, security interests, pledges, demands, claims and other encumbrances of any nature whatsoever;
- (e) except for the Purchaser's rights hereunder, no person has any agreement or option or any right or privilege capable of becoming an agreement for the purchase of the Purchased Shares held or beneficially owned by the Shareholder and none of such Boba Shares are subject to any voting trust, shareholders agreement, voting agreement or other agreement with respect to the disposition or enjoyment of any rights of such common shares of Boba;
- (f) no consent, approval, order or authorization of, or registration or declaration with, any applicable Governmental Authority with jurisdiction over the Shareholder is required to be obtained by the Shareholder in connection with the execution and delivery of this Agreement or the consummation by the Shareholder of the Transaction, except for those consents, orders, authorizations, declarations, registrations or approvals which are contemplated by this Agreement or those consents, orders, authorizations, declarations, registrations or approvals that, if not obtained, would not prevent or materially delay the consummation of the Transaction or otherwise prevent the Shareholder from performing its obligations under this Agreement;
- (g) the Shareholder is not a U.S. Shareholder and:

- (i) the offer to purchase the Shareholder's Purchased Shares was not made to the Shareholder when either the Shareholder or any beneficial purchaser for whom it is acting, if applicable, was in the United States;
  - (ii) the Shareholder is not a U.S. Person, is not in the United States and is not acquiring the applicable Payment Shares on behalf of, or for the account or benefit of, a U.S. Person or a person in the United States;
  - (iii) at the time this Agreement was executed and delivered by the Shareholder, the Shareholder was outside the United States;
  - (iv) if the Shareholder is a corporation or entity, (A) a majority of the Shareholder's voting equity is beneficially owned by persons resident outside the United States; and (B) the Shareholder's affairs are wholly controlled and directed from outside of the United States;
  - (v) the Shareholder or any beneficial purchaser for whom it is acting, if applicable, has no intention to distribute either directly or indirectly any of the Payment Shares in the United States, except in compliance with the U.S. Securities Act; and
  - (vi) the current structure of this transaction and all transactions and activities contemplated in this Agreement is not a scheme by the Shareholder to avoid the registration requirements of the U.S. Securities Act and any applicable state securities laws;
- (h) the Shareholder has not authorized any person to act as broker or finder or in any other similar capacity in connection with the transactions contemplated by this Agreement, that in any manner may or will impose liability on Boba or the Purchaser; and
- (i) to the knowledge of the Shareholder, no representation or warranty of the Shareholder contained in this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein not misleading.

### **6.03 Representations and Warranties of Boba**

Boba represents and warrants to the Purchaser as follows, and acknowledges that the Purchaser is relying on such representations and warranties in connection with the transactions contemplated herein:

- (a) Boba is a corporation validly existing and in good standing under the laws of the Province of Ontario and is duly registered, licensed or qualified to carry on business under the laws of the jurisdictions in which the nature of its business makes such registration, licensing or qualification necessary;

- (b) Boba has the corporate power and capacity to enter into this Agreement and each additional agreement or instrument to be delivered pursuant to this Agreement, to perform its obligations hereunder and thereunder to own and lease its property, and to carry on its businesses as now being conducted;
- (c) this Agreement has been, and each additional agreement or instrument to be delivered pursuant to this Agreement will be prior to the Time of Closing, duly authorized, executed and delivered by Boba and each is, or will be at the Time of Closing, a legal, valid and binding obligation of Boba, enforceable against Boba in accordance with its terms;
- (d) the execution and delivery of this Agreement does not, and the consummation of the Transaction will not, (i) result in a breach or violation of the articles or by-laws of Boba or of any resolutions of the directors or shareholders of Boba, (ii) conflict with, result in a breach of, constitute a default under or accelerate the performance required by or result in the suspension, cancellation, material alteration or creation of an encumbrance upon any material agreement (including any Boba Material Contract), license or permit to which Boba is a party or by which Boba is bound or to which any material assets or property of Boba is subject, or (iii) violate any provision of any applicable law or regulation or any judicial or administrative order, award, judgment or decree applicable to Boba;
- (e) the authorized capital of Boba consists of an unlimited number of common shares, of which, as of the date of this Agreement, 5,000,000 Boba Shares are issued and outstanding as fully paid and non-assessable shares;
- (f) no person (other than the Purchaser pursuant to this Agreement) has any agreement, option, right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement, including convertible securities, options, warrants or convertible obligations of any nature, for the purchase, subscription, allotment or issuance of any unissued shares or other securities of Boba;
- (g) Boba does not own, and has not at any time owned, and does not have any agreements of any nature to acquire, directly or indirectly, any shares in the capital of or other equity or proprietary interests in any person, and Boba does not have any agreements to acquire or lease any material assets or properties or any other business operations;
- (h) Boba has conducted and is conducting its business in compliance in all material respects with all applicable laws, regulations, by-laws, ordinances, regulations, rules, judgments, decrees and orders of each jurisdiction in which its business is carried on;
- (i) all of the Contracts of Boba material to its business and operations (the “**Boba Material Contracts**”), together with this Agreement, and after the execution and delivery hereof, all ancillary agreements contemplated herein, constitute all the Material Contracts of Boba. Each of the Boba Material Contracts is in full force

and effect, unamended, and there exists no default, warranty claim or other obligation or liability or event, occurrence, condition or act (including the purchase and sale of the Purchased Shares hereunder and the other transactions contemplated hereunder, including, without limitation, the issuance of the Payment Shares) which, with the giving of notice, the lapse of time or the happening of any other event or condition, would become a default, or give rise to a warranty claim or other obligation or liability thereunder. Boba has not violated or breached, in any material respect, any of the terms or conditions of any Boba Material Contract and all the covenants to be performed by any other party thereto have been fully and properly performed;

- (j) there are no waivers, consents, notices or approvals required to be given or obtained by Boba in connection with the Transaction and the other transactions contemplated by this Agreement under any Contract to which Boba is a party;
- (k) no consent, approval, order or authorization of, or registration or declaration with, any applicable Governmental Authority with jurisdiction over Boba is required to be obtained by Boba in connection with the execution and delivery of this Agreement, except for those consents, orders, authorizations, declarations, registrations or approvals which are contemplated by this Agreement or those consents, orders, authorizations, declarations, registrations or approvals that, if not obtained, would not prevent or materially delay the consummation of the Transaction or otherwise prevent or materially delay Boba from performing its obligations under this Agreement and could not reasonably be expected to have a Material Adverse Effect on Boba;
- (l) there is no suit, action or proceeding or, to the knowledge of Boba, pending or threatened against Boba that, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect on Boba, and there is no judgment, decree, injunction, rule or order of any Governmental Authority outstanding against Boba causing, or which could reasonably be expected to cause, a Material Adverse Effect on Boba;
- (m) no bankruptcy, insolvency or receivership proceedings have been instituted by Boba or, to the knowledge of Boba, are pending against Boba;
- (n) Boba has good and marketable title to its properties and assets (other than property or an asset as to which Boba is a lessee, in which case it has a valid leasehold interest), except for such defects in title that individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect on Boba;
- (o) no person has any written or oral agreement, option, understanding or commitment, or any right or privilege capable of becoming an agreement, option, understanding or commitment for the purchase from Boba of any of its assets or property;
- (p) Boba has all permits, licences, certificates of authority, orders and approvals of, and has made all filings, applications and registrations with, applicable

Governmental Authorities and other persons that are required in order to permit it to carry on its business as presently conducted, except for such permits, licences, certificates, orders, filings, applications and registrations, the failure to have or make, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect on Boba, and all such permits, licenses, certificates of authority, orders and approvals are in good standing and fully complied with in all material respects;

- (q) Boba has not been notified by any Governmental Authority of any investigation with respect to it that is pending or threatened, nor has any Governmental Authority notified Boba of such Governmental Authority's intention to commence or to conduct any investigation that could be reasonably likely to have a Material Adverse Effect on Boba;
- (r) Boba has no employees and Boba is not a party to any employment, management or consulting agreement of any kind whatsoever;
- (s) no current or former employee, officer or director of Boba is entitled to a severance, termination or other similar payment as a result of the Transaction;
- (t) the Corporate Records of Boba are complete and accurate in all material respects and all corporate proceedings and actions reflected therein have been conducted or taken in compliance with all applicable laws and with the constating documents of Boba, and without limiting the generality of the foregoing: (i) the minute books of Boba contain complete and accurate minutes of all meetings of the directors and shareholders of Boba; (ii) such minute books contain all written resolutions passed by the directors and shareholders of Boba; (iii) the securities register of Boba are complete and accurate, and all transfers of shares of Boba have been duly completed and approved; and (iv) the registers of directors and officers are complete and accurate and all former and present directors and officers of Boba were duly elected or appointed as the case may be;
- (u) all Books and Records of Boba have been fully, properly and accurately kept and, where required, completed in accordance with generally accepted accounting principles, and there are no material inaccuracies or discrepancies of any kind contained or reflected therein;
- (v) Boba has the exclusive right to use, sell, license, sub-license and prepare derivative works for and dispose of and has the rights to bring actions for the infringement or misappropriation of the IP that it has registered or applied for registration and Boba has not licensed, conveyed, assigned or encumbered any of the IP that it owns. All registrations and filings necessary to preserve the rights of Boba to its IP have been made and are in good standing;
- (w) all pending applications for registration of Boba's IP are in good standing with the appropriate offices and assignments have been recorded in favour of Boba to the extent recordation within a timely manner is required to preserve the rights thereto;



- (x) the execution and delivery of this Agreement or any agreement contemplated hereby will not breach, violate or conflict with any instrument or agreement governing any of Boba's IP, will not cause the forfeiture or termination of any of Boba's IP or in any way exclude the right of Boba to use, sell, license or dispose of or to bring any action for the infringement of any of Boba's IP (or any portion thereof);
- (y) there are no royalties, honoraria, fees or other payments payable by Boba to any Person by reason of, or in respect of, the ownership, use, license, sale or disposition of any of Boba's IP and there are no restrictions on the ability of Boba or any successor to or assignee from Boba to use and exploit all rights in such IP;
- (z) all maintenance fees due in accordance with the Boba IP have been paid in a timely manner;
- (aa) Boba is not a 'reporting issuer' or equivalent in any jurisdiction nor are any shares of Boba listed or quoted on any stock exchange or electronic quotation system; and
- (bb) to the knowledge of Boba, no representation or warranty of Boba contained in this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein not misleading.

#### **6.04 Survival of Representations and Warranties**

The representations and warranties made by the parties and contained in this Agreement or any document or certificate given pursuant hereto shall survive the Closing of the Transaction until the date that is 12 months from the date of Closing. No claim for breach of any representation, warranty or covenant shall be valid unless that party against whom such claim is made has been given notice thereof before the expiry of such 12-month period.

### **ARTICLE 7 INDEMNIFICATION**

#### **7.01 Indemnification by the Purchaser**

Subject to Section 6.04, the Purchaser shall indemnify and save the Shareholders and Boba harmless for and from:

- (a) any loss, damages or deficiencies suffered by the Shareholders or Boba as a result of any breach of representation, warranty or covenant on the part of the Purchaser contained in this Agreement or in any certificate or document delivered pursuant to or contemplated by this Agreement; and
- (b) all claims, demands, costs and expenses, including legal fees, in respect of the foregoing.

## **7.02 Indemnification by Boba**

Subject to Section 6.04, Boba shall indemnify and save the Purchaser harmless for and from:

- (a) any loss, damages or deficiencies suffered by the Purchaser as a result of any breach of representation, warranty or covenant on the part of Boba contained in this Agreement or in any certificate or document delivered pursuant to or contemplated by this Agreement; and
- (b) all claims, demands, costs and expenses, including legal fees, in respect of the foregoing.

## **7.03 Indemnification by Shareholders**

Subject to Section 6.04, each of the Shareholders, on its own behalf, and not on behalf of any other Shareholder, severally (and for greater certainty, not jointly with any other Shareholder) shall indemnify and save the Purchaser harmless for and from:

- (a) any loss, damages or deficiencies suffered by the Purchaser as a result of any breach by such Shareholder of any representation, warranty or covenant on the part of such Shareholder contained in this Agreement or in any certificate or document delivered pursuant to or contemplated by this Agreement; and
- (b) all claims, demands, costs and expenses, including legal fees, in respect of the foregoing.

## **7.04 Notice of Claim**

A party entitled to and seeking indemnification pursuant to the terms of this Agreement (the “**Indemnified Party**”) shall promptly give written notice to the party or parties, as applicable, responsible for indemnifying the Indemnified Party (the “**Indemnifying Party**”) of any claim for indemnification pursuant to Sections 7.01, 7.02 and 7.03 (a “**Claim**”, which term shall include more than one Claim). Such notice shall specify whether the Claim arises as a result of a claim by a person against the Indemnified Party (a “**Third Party Claim**”) or whether the Claim does not so arise (a “**Direct Claim**”), and shall also specify with reasonable particularity (to the extent that the information is available):

- (a) the factual basis for the Claim; and
- (b) the amount of the Claim, or, if any amount is not then determinable, an approximate and reasonable estimate of the likely amount of the Claim.

## **7.05 Procedure for Indemnification**

- (a) Direct Claims. With respect to Direct Claims, following receipt of notice from the Indemnified Party of a Claim, the Indemnifying Party shall have 30 days to make such investigation of the Claim as the Indemnifying Party considers necessary or

desirable, acting reasonably. For the purpose of such investigation, the Indemnified Party shall make available to the Indemnifying party the information relied upon by the Indemnified Party to substantiate the Claim. If the Indemnified Party and the Indemnifying Party agree at or prior to the expiration of such 30 day period (or any mutually agreed upon extension thereof) to the validity and amount of such Claim, the Indemnifying Party shall immediately pay to the Indemnified Party the full agreed upon amount of the Claim.

- (b) Third Party Claims. With respect to any Third Party Claim, the Indemnifying Party shall have the right, at its own expense, to participate in or assume control of the negotiation, settlement or defence of such Third Party Claim and, in such event, the Indemnifying Party shall reimburse the Indemnified Party for all the Indemnified Party's commercially reasonable out-of-pocket expenses incurred as a result of such participation or assumption. If the Indemnifying Party elects to assume such control, the Indemnified Party shall cooperate with the Indemnifying Party, shall have the right to participate in the negotiation, settlement or defence of such Third Party Claim at its own expense and shall have the right to disagree on reasonable grounds with the selection and retention of counsel, in which case counsel satisfactory to the Indemnifying Party and the Indemnified Party shall be retained by the Indemnifying Party. If the Indemnifying Party, having elected to assume such control, thereafter fails to defend any such Third Party Claim within a reasonable time, the Indemnified Party shall be entitled to assume such control and the Indemnifying Party shall be bound by the results obtained by the Indemnified Party with respect to such Third Party Claim.

#### **7.06 General Indemnification Rules**

The obligations of the Indemnifying Party to indemnify the Indemnified Party in respect of Claims shall also be subject to the following:

- (a) without limiting the generality of Sections 7.01, 7.02 and 7.03, any Claim for breach of any representation, warranty or covenant shall be subject to Section 6.04;
- (b) the Indemnifying Party's obligation to indemnify the Indemnified Party shall only apply to the extent that the Claims in respect of which the Indemnifying Party has given an indemnity, in the aggregate, exceed \$25,000;
- (c) notwithstanding anything to the contrary in this Agreement, the aggregate liability of an Indemnifying Party which is a Shareholder to any and all Indemnified Parties under this Article 7 shall be limited to the amount paid to such Indemnifying Party in respect of its Purchased Shares pursuant to Section 2.01; for greater certainty, no Shareholder shall be liable, in the aggregate, to any and all Indemnified Parties for any amount in excess of the value of its *pro rata* share of the Payment Shares;
- (d) notwithstanding anything to the contrary in this Agreement, the aggregate liability of Boba or the Purchaser to any and all Indemnified Parties under this Article 7 shall be limited to the value of the Payment Shares issuable under this Agreement;

- (e) if any Third Party Claim is of a nature such that the Indemnified Party is required by applicable law to make a payment to any person (a “**Third Party**”) with respect to such Third Party Claim before the completion of settlement negotiations or related legal proceedings, the Indemnified Party may make such payment and thereafter seek reimbursement from the Indemnifying Party for any such payment. If any Indemnifying Party pays, or reimburses an Indemnified Party in respect of any Third Party Claim before completion of settlement negotiations or related legal proceedings, and the amount of any liability of the Indemnified Party under the Third Party Claim in respect of which such a payment was made, as finally determined, is less than the amount which was paid by the Indemnifying Party, the Indemnified Party shall, forthwith after receipt of the difference from the Third Party, pay the amount of such difference to the Indemnifying Party;
- (f) except in the circumstance contemplated by Section 7.05, and whether or not the Indemnifying Party assumes control of the negotiation, settlement or defence of any Third Party Claim, the Indemnified Party shall not negotiate, settle, compromise or pay any Third Party Claim except with the prior written consent of the Indemnifying Party (which consent shall not be unreasonably withheld);
- (g) the Indemnified Party shall not permit any right of appeal in respect of any Third Party Claim to terminate without giving the Indemnifying Party notice and an opportunity to contest such Third Party Claim;
- (h) the Indemnified Party and the Indemnifying Party shall cooperate fully with each other with respect to Third Party Claims and shall keep each other fully advised with respect thereto (including supplying copies of all relevant documentation promptly as it becomes available); and
- (i) the provisions of this Article 7 shall constitute the sole remedy available to a party against another party with respect to any and all breaches of any agreement, covenant, representation or warranty made by such other party in this Agreement.

## **ARTICLE 8**

### **GENERAL**

#### **8.01 Power of Attorney**

Each of the Shareholders hereby severally and irrevocably appoints Boba as its agent and attorney to take any action that is required under the Agreement or to execute and deliver any documents on their behalf, including without limitation, for the purposes of all Closing matters (including without limitation, the receipt of certificates representing the Payment Shares) and deliveries of documents and do and cause to be done all such acts and things as may be necessary or desirable in connection with the closing matters for the Transaction. Without limiting the generality of the foregoing, Boba may, on its own behalf and on behalf of the Shareholders, extend the Termination Date and/or the Closing Date, modify or waive any conditions as are contemplated herein, negotiate, settle and deliver the final forms of any documents that are necessary or desirable to give effect to the Transaction, extend such time periods as may be contemplated herein or

terminate this Agreement, in its absolute discretion, as it deems appropriate. Each of the Shareholders hereby acknowledges and agrees that any decision or exercise of discretion made by Boba under this Agreement, shall be final and binding upon the Shareholders so long as such decision or exercise was made in good faith. The Purchaser shall have no duty to enquire into the validity of any document executed or other action taken by Boba on behalf of the Shareholders pursuant to this Article 8.

## **8.02 Notices**

Any notice, consent, waiver, direction or other communication required or permitted to be given under this Agreement (each, a “**notice**”) shall be in writing shall be in writing addressed as follows:

- (a) if to the Purchaser:

Bluecorp Capital Corp.  
Suite 409, 221 West Esplanade  
North Vancouver, British Columbia V7M 3J3

Attention: Bronson Peever, Director  
E-mail: [REDACTED]

- (b) if to Boba or the Shareholders:

Boba Mint Co. Inc.  
[REDACTED]  
Toronto, Ontario M5H 2T6

Attention: Ryan Hurst, Director  
E-mail: [REDACTED]

or such other address as may be designated by notice given by either Boba or the Purchaser to the other in accordance with this Section 8.02. Each notice shall be personally delivered to the addressee or sent by e-mail to the addressee and a notice which is personally delivered or sent by email shall, if delivered or sent prior to 4:00 p.m. (local time of the recipient) on a Business Day, be deemed to be given and received on that day and, in any other case, be deemed to be given and received on the next Business Day. Any notice delivered to Boba in accordance with this Section 8.02 prior to the Time of Closing shall be deemed to have been delivered to each of the Shareholders. The previous sentence of this Section 8.02 shall not apply to a notice given as contemplated in Section 4.04 of the occurrence, or failure to occur, of any event or state of facts which would or would likely to cause any of the representations or warranties of any Shareholder to be untrue or inaccurate or result in the failure by any Shareholder to comply with or satisfy any covenant, condition or agreement, which notice shall not be deemed to have been received by such Shareholder unless delivered to the address of such Shareholder as reflected in the books of Boba (or after the Time of Closing, the books of the Purchaser). Any Shareholder may, from time to time, by notice given in accordance with this Section 8.02, designate or provide an address of such Shareholder for notices to be given after the Time of Closing.

### **8.03 Confidentiality**

Prior to Closing and, if the Transaction is not completed, at all times thereafter, each of the parties hereto will keep confidential and refrain from using all information obtained by it in connection with the transactions contemplated by this Agreement relating to any other party hereto, provided however that such obligation shall not apply to any information which was in the public domain at the time of its disclosure to a party or which subsequently comes into the public domain other than as a result of a breach of such party's obligations under this Section 8.03. For greater certainty, nothing contained herein shall prevent any disclosure of information which may be required pursuant to applicable laws or pursuant to an order in judicial or administrative proceedings or any other order made by any Governmental Authority.

### **8.04 Assignment**

No party may assign this Agreement or its rights or obligations hereunder without the prior written consent of the other parties hereto, such consent not to be unreasonably withheld or delayed.

### **8.05 Binding Effect**

This Agreement shall be binding upon and shall enure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns.

### **8.06 Waiver**

No waiver of any provision of this Agreement will constitute a waiver of any other provision, nor will any waiver constitute a continuing waiver unless otherwise expressly provided.

### **8.07 Governing Law**

This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein and is to be treated in all respects as a British Columbia contract.

### **8.08 Expenses**

Boba shall be responsible for its costs and expenses incurred with respect to the transactions contemplated herein, which are comprised of its legal fees and disbursements relating to preparing this Agreement and related documents specifically relating to the transactions contemplated herein, it being acknowledged, that documentation in respect of the Transaction shall, to as great an extent as reasonably possible, be prepared by the Purchaser's counsel with the assistance of Boba as needed. The Purchaser shall be responsible for its costs and expenses incurred with respect to the transactions contemplated herein. If during the term of this Agreement, the Transaction does not successfully complete, then each party will be responsible for its own expenses incurred.

#### **8.09 No Personal Liability**

- (a) No director, officer, employee or agent of the Purchaser (in such capacity) shall have any personal liability whatsoever to Boba or the Shareholders under this Agreement or any other document delivered in connection with the Transaction on behalf of the Purchaser.
- (b) No director, officer, employee or agent of Boba (in such capacity) shall have any personal liability whatsoever to the Purchaser under this Agreement or any other document delivered in connection with the Transaction on behalf of Boba.

#### **8.10 Time of Essence**

Time is of the essence of this Agreement and of each of its provisions.

#### **8.11 Public Announcements**

Boba and the Purchaser shall co-operate with the other in releasing information concerning this Agreement and the transactions contemplated herein, and shall furnish to and discuss with the other drafts of all press and other releases prior to publication. No press release or other public announcement concerning the proposed transactions contemplated by this Agreement will be made by any party hereto without the prior consent of the other parties, such consent not to be unreasonably withheld or delayed; provided that nothing contained herein shall prevent any party hereto at any time from furnishing any information to any Governmental Authority or to the public if so required by applicable law.

#### **8.12 Further Assurances**

Each party will, upon request but without further consideration, from time to time promptly execute and deliver all further documents and take all further action necessary or appropriate to give effect to and perform the provisions and intent of this Agreement and to complete the transactions contemplated herein.

#### **8.13 Entire Agreement**

This Agreement, together with the documents required to be delivered pursuant to this Agreement, constitute the entire agreement among the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, between the parties hereto with respect to the subject matter hereof. There are no representations, warranties, covenants or conditions with respect to the subject matter hereof except as contained in this Agreement and any document delivered pursuant to this Agreement.

#### **8.14 Amendments**

No amendment of any provision of this Agreement will be binding on any party unless consented to in writing by such party.

**8.15 Severability**

In the event that any provision or part of this Agreement is determined by any court or other judicial or administrative body to be illegal, null, void, invalid or unenforceable, that provision shall be severed to the extent that it is so declared and the other provisions of this Agreement shall continue in full force and effect.

**8.16 Remedies Cumulative**

The rights and remedies of the parties under this Agreement are cumulative and in addition to and not in substitution for any rights or remedies provided by law. Any single or partial exercise by any party hereto of any right or remedy for default or breach of any term, covenant or condition of this Agreement does not waive, alter, affect or prejudice any other right or remedy to which such party may be lawfully entitled for the same default or breach.

**8.17 Counterparts**

This Agreement may be executed and delivered in one or more counterparts and may be executed and delivered by facsimile or any other electronically communicated method, each of which when executed and delivered shall be deemed an original and all of which counterparts together shall be deemed to constitute one and the same instrument.

**8.18 Independent Legal Advice**

EACH SHAREHOLDER ACKNOWLEDGES, CONFIRMS AND AGREES THAT HE, SHE OR IT HAS HAD THE OPPORTUNITY TO SEEK AND WAS NOT PREVENTED OR DISCOURAGED BY ANY PARTY HERETO FROM SEEKING INDEPENDENT LEGAL ADVICE PRIOR TO THE EXECUTION AND DELIVERY OF THIS AGREEMENT AND THAT, IN THE EVENT THAT ANY SHAREHOLDER DID NOT AVAIL HIMSELF/HERSELF/ITSELF WITH THAT OPPORTUNITY PRIOR TO SIGNING THIS AGREEMENT, SUCH SHAREHOLDER DID SO VOLUNTARILY WITHOUT ANY UNDUE PRESSURE AND AGREES THAT SUCH SHAREHOLDER'S FAILURE TO OBTAIN INDEPENDENT LEGAL ADVICE SHALL NOT BE USED BY HIM/HER/IT AS A DEFENCE TO THE ENFORCEMENT OF HIS/HER/ITS OBLIGATIONS UNDER THIS AGREEMENT. EACH SHAREHOLDER ACKNOWLEDGES AND AGREES THAT MCMILLAN LLP ONLY ACTS FOR BOBA, AND NEITHER REPRESENTS NOR ACTS FOR THE SHAREHOLDERS IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

*[Signature pages follow.]*





**Boba Shareholders**

[Redacted]

By: \_\_\_\_\_  
Name:  
Title:

[Redacted]

By: \_\_\_\_\_  
Name:  
Title:

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

By: \_\_\_\_\_  
Name:  
Title:

[Redacted]

By: \_\_\_\_\_  
Name:  
Title:

[Redacted] \_\_\_\_\_

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[Redacted] \_\_\_\_\_

[Redacted] \_\_\_\_\_

[Redacted] [Redacted] [Redacted]

By: \_\_\_\_\_  
Name:  
Title:

**SCHEDULE "A"**  
**SHAREHOLDERS OF BOBA**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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