

LOAN AGREEMENT

THIS Loan Agreement (the "**Agreement**") is dated for reference the 8th day of September, 2021:

BETWEEN:

VEJII HOLDINGS LTD., a corporation existing pursuant to the laws of
British Columbia

(the "**Borrower**")

AND:

KORY ZELICKSON, an individual resident in British Columbia

(the "**Lender**")

WHEREAS:

B. The Lender wishes to lend, and the Borrower wishes to borrow, funds on the terms and conditions of this Agreement.

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

ARTICLE 1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, unless the context otherwise requires, the following words or expressions shall have the following meanings:

"**Agreement**" means this Loan Agreement, as amended or supplemented from time to time, and "herein", "hereby", "hereof", "hereunder", "hereto" and similar expressions mean or refer to this Agreement and not to any particular provision of this Agreement.

"**Business Day**" means a day which is not a Saturday, Sunday or a legal holiday in the City of Vancouver, British Columbia.

"**Existing Subscription Receipt Offering**" means the issuance of an aggregate of 6,700,142 subscription receipts by the Borrower on July 6, 2021.

"**Indebtedness**" means the principal amount outstanding under the Loan, interest thereon and all other fees, expenses and other amounts due and payable by Borrower to the Lender pursuant to this Agreement.

"**Maturity Date**" means December 8, 2022.

"**Party**" means a Party to this Agreement.

1.2 **Headings**

The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

1.3 **Section References**

Unless the contrary intention appears, references in this Agreement to an Article or Section by number or letter or both refer to the Article or Section, respectively, bearing that designation in this Agreement.

1.4 **Number and Gender**

In this Agreement, unless the context otherwise requires, words importing the singular include the plural and vice versa; and words importing gender include all genders.

1.5 **Date for Actions**

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

1.6 **Statutes**

References in this Agreement to any statute or sections thereof shall include such statute as amended or substituted and any regulations or other administrative authority promulgated thereunder from time to time in effect.

ARTICLE 2 THE LOAN

2.1 **Establishment of the Loan**

On the date hereof, the Lender agrees, on the terms and conditions set forth in this Agreement, to loan to the Borrower \$500,000 (the "**Loan**").

2.2 **Evidence of Indebtedness**

The Indebtedness of the Borrower to the Lender in respect of the Loan will be evidenced by a promissory note substantially be in the form set out in Schedule "A" hereto (the "**Note**") which will be made by the Borrower and delivered to the Lender concurrent with the execution of this Agreement.

2.3 **Interest**

Interest shall be calculated and paid quarterly, at the rate of 10.0% per cent per annum, on the principal sum remaining unpaid and outstanding from time to time, and be charged for the actual number of days elapsed, on the basis of a year of 365 or 366 days, as applicable.

2.4 **Repayment of Loan**

The principal amount of the Loan and all accrued and unpaid interest will be repayable on the Maturity Date.

2.5 **Prepayment of Loan**

The accrued Indebtedness may be repaid by the Borrower in full at any time prior to the Maturity Date with out penalty.

2.6 **Acceleration of Maturity Date by Lender**

Notwithstanding anything to the contrary herein, if, after the date hereof and prior to the Maturity Date, the Borrower completes one or more debt or equity financings (excluding for greater certainty, the Existing Subscription Receipt Offering) for net proceeds of not less than \$7,000,000 the Lender may, upon written notice to the Borrower (the "**Acceleration Notice**"), accelerate the Maturity Date to the date that is ten Business Days from receipt by the Borrower of the Acceleration Notice.

ARTICLE 3 COVENANTS

3.1 **Covenants of the Borrower**

The Borrower covenants and agrees with the Lender that, at all times during the currency of this Agreement, it will:

- (a) pay the principal sum and interest required to be paid to the Lender pursuant to this Agreement in the manner set forth herein; and
- (b) provide the Lender with immediate notice of any Event of Default.

ARTICLE 4 EVENT OF DEFAULT

4.1 **Definition of an Event of Default**

The Indebtedness of the Borrower owed to the Lender under this Agreement will immediately become payable upon demand by the Lender or, unless otherwise waived in writing by the Lender, in any of the following events (each, an "**Event of Default**"):

- (a) if the Borrower defaults in any payment when due under this Agreement;
- (b) if the Borrower becomes insolvent or makes a general assignment for the benefit of its creditors, or if any order is made or an effective resolution is passed for the winding-up, merger or amalgamation of the Borrower or if the Borrower is declared bankrupt or if a custodian or receiver be appointed for the Borrower under the applicable bankruptcy or insolvency legislation, or if a compromise or arrangement is proposed by the Borrower to its creditors or any class of its creditors, or if a receiver or other officer with like powers is appointed for the Borrower; or
- (c) if the Borrower defaults in observing or performing any other covenant or agreement of this Agreement on its part to be observed or performed and such default has continued for

a period of seven days after notice in writing has been given by the Lender to the Borrower specifying the default.

ARTICLE 5 WARRANTIES AND REPRESENTATIONS

5.1 Warranties and Representations

Each Party represents and warrants to the other Party that:

- (a) it has full power and authority to enter into this Agreement and any agreement or instrument referred to or contemplated by this Agreement;
- (b) neither the execution and delivery of this Agreement nor any of the agreements referred to herein or contemplated hereby, nor the consummation of the transactions hereby contemplated will conflict with, result in the breach of or accelerate the performance required by any agreement to which it is a Party, and
- (c) the execution and delivery of this Agreement and the agreements contemplated hereby will not violate or result in the breach of the laws of any jurisdiction applicable or pertaining thereto or of its constating documents, if applicable.

ARTICLE 6 GENERAL PROVISIONS

6.1 Currency

All references to "dollars" or "\$" in this Agreement or the accompanying Note are references to Canadian dollars.

6.2 Governing Law

This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia, and the Parties hereby submit to and attorn to the non-exclusive jurisdiction of the Courts of the Province of British Columbia.

6.3 Further Assurances

The Parties shall do, or cause to be done, all such further acts and things, including the obtaining of any necessary approvals, and shall execute, or cause to be executed, all such further deeds, documents and instruments as may be reasonably necessary for the purpose of giving effect to the provisions of this Agreement.

6.4 Amendments

Neither this Agreement nor any provision hereof may be amended, waived, discharged, or terminated orally, but only by an instrument in writing signed by the Party against whom enforcement of the amendment, waiver, discharge, or termination is sought.

6.5 Time of Essence

Time is expressly declared to be of the essence of this Agreement in respect of all payments to be made hereunder and all covenants and agreements to be performed and fulfilled.

6.6 No Waiver

No consent or waiver, express or implied, by any Party to or of any breach or default by any other Party in the performance by the other of its obligations hereunder shall be deemed or construed to be consent or waiver to or of any other breach or default in the performance by such other Party of the same or of any other obligations of such Party hereunder. Failure on the part of any Party to complain of any act or failure to act on the part of any other Party or to declare the other Party in default, irrespective of how long such failure continues, shall not constitute a waiver by such Party of its rights hereunder.

6.7 Severability

If any covenant or obligation of any Party contained herein, or if any provision of this Agreement or its application to any Person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such covenant or obligation to Persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected, and each provision and each covenant and obligation contained in this Agreement shall be separately valid and enforceable, to the fullest extent permitted by law or at equity.

6.8 Parties In Interest

This Agreement shall enure to the benefit of and be binding on the Parties and their respective nominees, successors and assigns.

6.9 Counterparts

This Agreement may be executed and delivered in counterparts and may be delivered in original or electronic form, each of which when so executed and delivered will be deemed to be an original and when taken together, will constitute one and the same Agreement.

[Remainder of page left intentionally blank. Signature page follows.]

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

Borrower:

VEJII HOLDINGS LTD.

By: (signed) "Darren Gill"

Name: Darren Gill

Title: Authorized Signatory

Lender:

By: (signed) "Kory Zelickson"

KORY ZELICKSON

SCHEDULE "A"

PROMISSORY NOTE

AMOUNT: \$500,000.00

DATE: September 8, 2021

FOR VALUE RECEIVED, Vejii Holdings Ltd. (the "**Borrower**"), PROMISES TO PAY to the order of Kory Zelickson (the "**Lender**"), the sum of \$500,000.00 plus all accrued and unpaid interest on the Maturity Date in accordance with the terms of the loan agreement dated September 8, 2021 between the Lender and the Borrower (the "**Loan Agreement**").

The Borrower waives presentment for payment, demand, notice of dishonour, or protest. None of the terms or provisions hereof may be waived, altered, modified or amended orally, by course of conduct, dealing or performance or otherwise, except as the Lender may specifically agree in writing.

The Borrower represents and warrants to the Lender that the execution, delivery and performance of this Note has been duly authorized by all necessary and appropriate action on the part of the Borrower and that this Note is a legal, valid, binding and enforceable obligation of the Borrower.

Capitalized terms used but not defined herein have the meanings assigned to such terms in the Loan Agreement.

The Borrower agrees that this Note is governed by the laws of the Province of British Columbia.

VEJII HOLDINGS LTD.

By: (signed) "Darren Gill"

Name: Darren Gill

Title: Authorized Signatory