

**AMALGAMATION AGREEMENT**

**among**

**1284696 B.C. LTD.**

**and**

**SPIRIT BLOCKCHAIN CAPITAL INC.**

**and**

**1302186 B.C. LTD.**

April 28, 2021

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**AMALGAMATION AGREEMENT**

**THIS AGREEMENT** is dated the 28 day of April, 2021.

AMONG:

**1284696 B.C. LTD.**, a corporation existing under the *Business Corporations Act* (British Columbia),

(“**BCCO**”)

AND:

**SPIRIT BLOCKCHAIN CAPITAL INC.**, a corporation existing under the *Business Corporations Act* (British Columbia),

(“**Spirit**”)

AND:

**1302186 B.C. LTD.**, a corporation existing under the *Business Corporations Act* (British Columbia),

(“**Subco**”)

**WHEREAS:**

- A. Subco is a newly incorporated, wholly-owned subsidiary of BCCO;
- B. It is intended that Spirit and Subco will amalgamate under section 269 of the BCBCA (the “**Amalgamation**”) and the terms and conditions of this Agreement to form one corporation, which will continue under the name “Spirit Blockchain Holdings Inc.” (“**Amalco**”); and
- C. Upon the Amalgamation Effective Date, among other things, the outstanding Spirit securities will be exchanged for BCCO securities in accordance with the provisions of this Agreement.

**NOW THEREFORE** in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, the Parties covenant and agree as follows:

**ARTICLE 1**  
**DEFINITIONS AND INTERPRETATION**

**Section 1.1 Definitions**

In this Agreement, the following words and terms have the meanings ascribed to them below:

“**Agreement**” means this agreement, including all Schedules, as it may be supplemented or amended by written agreement among the Parties;

“**Amalco**” has the meaning set forth in the recitals above;

“**Amalco Shares**” means the common shares in the capital of Amalco;

“**Amalgamation**” has the meaning set forth in the recitals above;

“**Amalgamation Application**” means the amalgamation application that will be filed with the Registrar under subsection 275(1)(a) of the BCBCA in order to give effect to the Amalgamation;

“**Amalgamation Effective Date**” means the effective date of the Amalgamation as set forth in the Certificate of Amalgamation issued to Amalco;

“**Applicable Canadian Securities Laws**” means, collectively, and as the context may require, the applicable securities legislation of each of the provinces and territories of Canada, and the rules, regulations, instruments, orders and policies published and/or promulgated thereunder, as such may be amended from time to time prior to the Amalgamation Effective Date;

“**Applicable Laws**” in the context that refers to one or more Persons, means any domestic or foreign, federal, state, provincial or local law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, judgment, decree, ruling or other similar requirement enacted, adopted, promulgated or applied by a Governmental Authority, and any terms and conditions of any grant of approval, permission, authority or license of any Governmental Authority, that is binding upon or applicable to such Person or Persons or its or their business, undertaking, property or securities and emanate from a Person having jurisdiction over the Person or persons or its or their business, undertaking, property or securities;

“**Articles of Amalgamation**” means the articles of amalgamation entered into as a result of the Amalgamation;

“**BCBCA**” means the *Business Corporations Act* (British Columbia);

“**BCCO**” has the meaning set forth in the recitals above;

“**BCCO Board**” means the board of directors of BCCO;

“**BCCO Financial Statements**” means the audited financial statements to be prepared in accordance with IFRS for the fiscal year period from incorporation on January 19, 2021 to April 30, 2021;

“**BCCO Placement**” means the non-brokered private placement of up to 3,350,000 BCCO Shares at a price of \$0.30 per share for aggregate gross proceeds of up to \$1,005,000;

“**BCCO Shares**” means common shares in the capital of BCCO;

“**BCCO Special Warrants**” means up to 400,000 special warrants of BCCO at a price of \$0.05 per BCCO Special Warrant with each BCCO Special Warrant entitling the holder thereof to acquire upon deemed exercise on the third business day following the date on which the final receipt has been issued by the BCSC for the Non-Offering Prospectus, one BCCO Share, without payment of any additional consideration;

“**BCSC**” means the British Columbia Securities Commission”;

“**Business Day**” means any day excluding a Saturday, Sunday or statutory holiday in the Province of British Columbia;

“**Certificate of Amalgamation**” means the certificate of amalgamation to be issued by the Registrar in respect of the Amalgamation in accordance with Subsection 281 of the BCBCA;

“**Claim**” means any claim, demand, action, cause of action, suit, arbitration, investigation, proceeding, complaint, grievance, charge, prosecution, assessment or reassessment, including any appeal or application for review;

“**Closing**” means the closing of the Transaction;

“**Closing Date**” means the date of Closing;

“**Closing Time**” means the time, subject to the terms and conditions hereof, the Parties agree that the closing of the Transaction will occur on the Closing Date;

“**Constating Documents**” means as to each of the Parties, its certificate of incorporation, notice of articles and articles as in effect as of the date of this Agreement;

“**Contract**” means any agreement, understanding, undertaking, commitment, license or lease, whether written or oral;

“**Corporate Records**” means books, ledgers, files, lists, reports, plans, logs, deeds, surveys, correspondence, operating records, Tax Returns and other data and information, including all data and information stored on computer-related or other electronic media, maintained with respect to BCCO, Subco and Spirit;

“**CSE**” means the Canadian Securities Exchange;

**“Effective Date”** means the date on which the Certificate of Amalgamation is issued pursuant to the BCBCA;

**“Encumbrance”** means any security interest, mortgage, charge, pledge, hypothec, lien, encumbrance, restriction, option, adverse claim, right of others or other encumbrance of any kind;

**“Governmental Authority”** means any federal, provincial, state, local, municipal, regional, territorial, aboriginal, or other government, governmental or public department, branch, ministry, or court, domestic or foreign, including any district, agency, commission, board, arbitration panel or authority exercising or entitled to exercise any administrative, executive, judicial, ministerial, prerogative, legislative, regulatory or taxing authority or power of any nature as well as any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of them, and any subdivision of any of them;

**“IFRS”** means International Financial Reporting Standards;

**“Law”** or **“Laws”** means all laws, statutes, codes, ordinances, decrees, rules, regulations, by-laws, statutory rules, principles of law, published policies and guidelines, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings or awards, including general principles of common and civil law, and the terms and conditions of any grant of approval, permission, authority or license of any Governmental Authority, and the term “applicable” with respect to Laws and in a context that refers to one or more Persons, means that the Laws apply to the Person or Persons, or its or their business, undertaking, property or securities, and emanate from a Governmental Authority having jurisdiction over the Person or Persons or its or their business, undertaking, property or securities;

**“Listing”** means BCCO’s application for Listing on the CSE after Closing;

**“Material Adverse Change”** or **“Material Adverse Effect”** means with respect to a Person, any matter or action that has an effect or change that is, or would reasonably be expected to be, material and adverse to the business, results of operations, assets, capitalization, financial condition, rights, liabilities or prospects, contractual or otherwise, of such Person and its subsidiaries, if applicable, taken as a whole, other than any matter, action, effect or change relating to or resulting from: (i) a matter that has been publicly disclosed prior to the date of this Agreement or otherwise disclosed in writing by a Party to the other Party prior to the date of this Agreement; (ii) any action or inaction taken by such Person to which the other Person had consented in writing; (iii) the announcement of the transactions contemplated by the Amalgamation or this Agreement; or (iv) general economic, financial, currency exchange, securities, banking or commodity market conditions in the United States, Canada or worldwide;

**“Material Change”** and **“Material Fact”** has the meanings ascribed thereto under Applicable Canadian Securities Laws;

**“Material Contract”** means a Contract considered a material contract under applicable securities laws and regulations;

**“Name Change”** means the change of name of 1284696 B.C. Ltd. to “Spirit Blockchain Capital Inc.” or such other name as both Parties may determine and which is acceptable to the CSE and the registrar of companies for British Columbia;

**“New BCCO Board”** means the BCCO Board after the appointments and restructuring referred to in Section 4.4.

**“Non-Offering Prospectus”** means the non-offering prospectus of BCCO required to be filed with the BCSC and the CSE in connection with the Listing;

**“Notice”** means any notice, demand, request, consent, approval or other communication which is required or permitted by this Agreement to be given or made by a Party;

**“Parties”** means Spirit, BCCO and Subco;

**“Party”** means each of Spirit, BCCO and Subco;

**“Person”** means an individual, body corporate, sole proprietorship, partnership, trust, unincorporated association, unincorporated syndicate, unincorporated organization, or another entity, and a natural person acting in his or her individual capacity or in his or her capacity as executor, trustee, administrator or legal representative, and any Governmental Authority;

**“Registrar”** means the registrar appointed under section 400 of the BCBCA;

**“Resulting Issuer”** means BCCO following the completion of the Amalgamation;

**“Spirit”** has the meaning set forth in the recitals above;

**“Spirit Blockchain AG”** means the corporation incorporated on February 19, 2018 existing under the laws of Switzerland, with the address Dorfstrase 7, 6390 Engelberg, Switzerland and company number CHE - 304.162.637;

**“Spirit Bridge Placement”** means the non-brokered private placement of up to 40,000,000 Spirit Shares at a price of \$0.125 per share for aggregate gross proceeds of up to \$5,000,000;

**“Spirit Financial Statements”** means the audited financial statements to be prepared in accordance with IFRS for the fiscal years ended December 31, 2020 and 2019 and unaudited financial statements for the three months ended March 31, 2021;

**“Spirit Meeting”** means the special meeting, including any adjournments or postponements thereof, of the shareholders of Spirit to be held to consider and, if deemed advisable, approve, among other things, the Amalgamation;



“**Spirit Shares**” means common shares in the capital of Spirit;

“**Subco**” has the meaning set forth in the recitals above;

“**Subco Shares**” means common shares in the capital of Subco;

“**Tax**” means all taxes, duties, fees, premiums, assessments, imposts, levies, rates, withholdings, dues, government contributions and other charges of any kind whatsoever, whether direct or indirect, together with all interest, penalties, fines, additions to tax or other additional amounts, imposed by any Governmental Authority;

“**Tax Law**” means any Law that imposes Taxes or that deals with the administration or enforcement of liabilities for Taxes;

“**Tax Return**” means any return, report, declaration, designation, election, undertaking, waiver, notice, filing, information return, statement, form, certificate or any other document or materials relating to Taxes, including any related or supporting information with respect to any of the foregoing, filed or to be filed with any Governmental Authority in connection with the determination, assessment, collection or administration of Taxes; and

“**Transaction**” means the proposed transaction to combine the businesses operations and assets of BCCO and Spirit.

## **Section 1.2 Certain Rules of Interpretation**

- (a) In this Agreement, words signifying the singular number include the plural and vice versa, and words signifying gender include all genders. Every use of the word “including” in this Agreement is to be construed as meaning “including, without limitation”.
- (b) The division of this Agreement into Articles and Sections, the insertion of headings and the provision of a table of contents are for convenience of reference only and do not affect the construction or interpretation of this Agreement.
- (c) References in this Agreement to an Article, Section, or Schedule are to be construed as references to an Article, Section, or Schedule of or to this Agreement.
- (d) Unless otherwise specified in this Agreement, time periods within which or following which any payment is to be made or act is to be done will be calculated by excluding the day on which the period begins and including the day on which the period ends. If the last day of a time period is not a Business Day, the time period will end on the next Business Day.
- (e) Unless otherwise specified, any reference in this Agreement to any statute includes all regulations made under or in connection with that statute from time to

time, and is to be construed as a reference to that statute as amended, supplemented or replaced from time to time.

- (f) In the event of any conflict or inconsistency between the statements in the body of the Agreement and the Schedules, the statements in the body of this Agreement will prevail.

### **Section 1.3 Governing Law**

This Agreement is governed by, and is to be construed and interpreted exclusively in accordance with, the laws of the Province of British Columbia and the laws of Canada applicable therein. The Parties hereto irrevocably attorn to the exclusive jurisdiction of the courts of British Columbia to resolve any disputes arising hereunder.

### **Section 1.4 Entire Agreement**

This Agreement, together with the agreements and other documents to be delivered pursuant to this Agreement, constitutes the entire agreement among the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties, and there are no representations, warranties or other agreements among the Parties in connection with the subject matter of this Agreement except as specifically set out in this Agreement or the other agreements and documents delivered pursuant to this Agreement. No Party has been induced to enter into this Agreement in reliance on, and there will be no liability assessed, either in tort or contract, with respect to, any warranty, representation, opinion, advice or assertion of fact, except to the extent it has been reduced to writing and included as a term in this Agreement or in one of the other agreements and documents delivered pursuant to this Agreement.

### **Section 1.5 Knowledge**

Where the phrase “to the knowledge of Spirit” or “to the knowledge of BCCO” is used, such phrase will mean, in respect of each representation and warranty or other statement which is qualified by such phrase, that such representation and warranty or other statement is being made based upon, in the case of Spirit, the collective knowledge of the directors and officers of Spirit and in the case of BCCO, the collective knowledge of the directors and officers of BCCO and in all cases, “knowledge” means the actual knowledge of such directors and officers after due inquiry.

## **ARTICLE 2 THE AMALGAMATION**

### **Section 2.1 Amalgamation**

BCCO, Subco, and Spirit will effect the Amalgamation on the terms and subject to the conditions contained in this Agreement and the Amalgamation.

## **Section 2.2 Effect of Amalgamation**

On the Amalgamation Effective Date:

- (a) Spirit and Subco shall be amalgamated and continue as one corporation;
- (b) each of Spirit and Subco shall cease to exist as entities separate from Amalco;
- (c) the property of each of Subco and Spirit shall continue to be the property of Amalco;
- (d) Amalco shall continue to be liable for the obligations of each of Subco and Spirit;
- (e) The Articles attached hereto as Exhibit “A” shall be the articles of Amalco;
- (f) The application attached hereto as Exhibit “B” shall be the Amalgamation Application; and
- (g) Amalco will be a wholly-owned subsidiary of BCCO.

## **Section 2.3 Name**

The name of Amalco shall be “Spirit Blockchain Holdings Inc.”

## **Section 2.4 Registered Office**

The registered office of Amalco shall be Suite 1500 – 1055 West Georgia Street, Vancouver, B.C. V6E 4N7.

## **Section 2.5 Authorized Capital and Restriction on Share Transfers**

The authorized capital of Amalco shall consist of an unlimited number of common shares without par value, which shall have the rights, privileges, restrictions and conditions set out in the Articles. No shares of Amalco may be transferred except in compliance with the restrictions set out in the Articles.

## **Section 2.6 Fiscal Year**

The fiscal year end of Amalco shall be December 31 of each calendar year.

## **Section 2.7 Business**

There shall be no restriction on the business which Amalco is authorized to carry on.

## **Section 2.8 Initial Director**

The first director of Amalco shall be the person whose name and address appears below:

**Name**

---

Erich Perroulaz

[Redacted]

Such director shall hold office until the first annual meeting of shareholders of Amalco or until their successors are elected or appointed.

**Section 2.9 Exchange of Subco Shares and Spirit Shares**

- (a) each Spirit Shareholder will receive one BCCO Share at a deemed price of \$0.125 per BCCO Share in exchange for each Spirit Share held by such holder and the Spirit Shares will be cancelled;
- (b) the Subco Shares will be cancelled and replaced by Amalco Shares on the basis of one Amalco Share for each Subco Share; and
- (c) in consideration for BCCO's issuance of BCCO Shares referenced in Section 2.9(a), Amalco shall issue to BCCO one Amalco Share for each BCCO Share issued by BCCO to Spirit Shareholders under Section 2.9; and
- (d) Amalco shall be a wholly-owned subsidiary of the Resulting Issuer

**Section 2.10 Completion of the Amalgamation**

Upon the satisfaction or waiver of the conditions herein contained in favour of each Party, Spirit and Subco shall immediately deliver to the Registrar the Amalgamation Application and such other documents as may be required to give effect to the Amalgamation. The Amalgamation shall become effective at the Amalgamation Effective Date.

**Section 2.11 Acknowledgement of Escrow and Resale Restrictions**

The parties acknowledge and agree that in accordance with the policies of the CSE and Applicable Laws, the BCCO Shares may be subject to escrow and/or resale restrictions under the policies of the CSE and Applicable Laws.

**Section 2.12 BCCO Guarantee**

BCCO hereby unconditionally and irrevocably guarantees the due and punctual performance of Subco of each and every covenant and obligation of Subco arising under the Amalgamation. BCCO hereby agrees that Spirit shall not have to proceed first against Subco before exercising its rights under this guarantee against BCCO.

**ARTICLE 3**  
**REPRESENTATIONS AND WARRANTIES**

**Section 3.1 Representations and Warranties of BCCO and Subco**

BCCO and Subco represent and warrant to Spirit as follows, and acknowledge that Spirit is relying upon such representations and warranties in connection with the matters contemplated by this Agreement:

- (a) each of BCCO and Subco has good and sufficient right and authority to enter into this Agreement and carry out its intentions hereunder;
- (b) BCCO is duly incorporated under the BCBCA, is currently in good standing, and is not subject to any regulatory decision or order prohibiting or restricting trading in its shares;
- (c) Subco is duly incorporated under the BCBCA, is currently in good standing, and not subject to any regulatory decision or order prohibiting or restricting trading in its shares;
- (d) BCCO and Subco are not reporting issuers in any jurisdiction and no BCCO Shares or Subco Shares are listed or quoted on any stock exchange or stock trading system;
- (e) BCCO is authorized to issue an unlimited number of common shares, of which 13,400,000 BCCO Shares are outstanding as at the date hereof, and excluding any BCCO Shares that may be issued in connection with the BCCO Special Warrants, as of the Amalgamation Effective Date, shall have no more than 13,400,000 BCCO Shares issued and outstanding;
- (f) there are, or will be, no less than 150 registered and beneficial shareholders of BCCO upon conversion of the BCCO Special Warrants, each such shareholder holding no less than 1,000 BCCO Shares;
- (g) the BCCO Shares to be issued to Spirit Shareholders shall be issued as fully paid and non-assessable common shares in the capital of BCCO, free and clear of any and all encumbrances, liens, charges, demands of whatsoever nature;
- (h) Subco is authorized to issue an unlimited number of common shares, of which 1 common share is outstanding as at the date hereof which is held by BCCO;
- (i) other than the securities referred to in Section 3.1(e), Section 3.1(g), the BCCO Special Warrants and as otherwise provided in this Agreement there are no other shares, options, warrants, convertible notes or debentures, agreements, documents, instruments or other writings of any kind whatsoever which constitute a “security” of BCCO (as that term is defined in the Securities Act) and BCCO has no agreements or commitments of any character whatsoever convertible into, or exchangeable or exercisable for or otherwise requiring the issuance, sale or

- transfer by BCCO of any BCCO Shares or any securities convertible into, or exchangeable or exercisable for, or otherwise evidencing a right to acquire, any BCCO Shares
- (j) there are no outstanding actions, suits, judgments, investigations or proceedings of any kind whatsoever against or affecting BCCO or Subco at law or in equity or before or by any Governmental Authority, nor are there, to their knowledge, any pending or threatened;
  - (k) this Agreement is a binding agreement on BCCO and Subco, enforceable against each of them in accordance with its terms and conditions;
  - (l) the execution and delivery of this Agreement, nor the consummation of the Amalgamation, will conflict with or result in any breach of any of the terms or provisions of, or constitute a default under, the Material Contracts and the Constatng Documents of BCCO, director or shareholder resolutions of BCCO, any agreement or instrument to which BCCO is a party or by which BCCO is bound, or any order, decree, statute, regulation, covenant or restriction applicable to BCCO;
  - (m) neither BCCO nor Subco has any liabilities, obligations or indebtedness (whether accrued, absolute, contingent or otherwise) of any kind whatsoever, and, there is no basis for assertion against BCCO nor Subco of any liabilities, obligations or indebtedness (whether accrued, absolute, contingent or otherwise) of any kind, other than liabilities to be disclosed or reflected in the BCCO Financial Statements or incurred in the ordinary course of business following the dates of the BCCO Financial Statements;
  - (n) no proceedings have been taken, are pending or authorized by BCCO or by any other Person, in respect of the bankruptcy, insolvency, liquidation or winding up of BCCO;
  - (o) BCCO shall not, as of the Amalgamation Effective Date, have any continuing obligations in respect of office or equipment leases or any other material obligations;
  - (p) the information in the Non-Offering Prospectus relating to BCCO and Subco will be true, correct and complete in all material respects and not contain any untrue statement of any material fact, nor omit to state any material fact required to be stated therein or necessary in order to make the statements therein not misleading in light of the context in which they are to be made;
  - (q) neither BCCO nor Subco has any outstanding taxes due and payable;
  - (r) as of the date hereof, neither BCCO nor Subco has any debts or obligations other than those disclosed in its accounts or for professional fees accrued but not yet invoiced and has granted no general security over its assets or security in any particular asset;

- (s) as at the date hereof, there are no reasonable grounds for believing that any creditor of BCCO or Subco will be prejudiced by the Amalgamation;
- (t) as at the date hereof, BCCO has no subsidiaries, except for Subco;
- (u) there are no agreements, covenants, undertakings, rights of first refusal or other commitments of either BCCO or Subco or any instruments binding on it or its assets:
  - (i) which would preclude it from entering into this Agreement;
  - (ii) under which the Amalgamation would have the effect of imposing restrictions or obligations on Amalco greater than those imposed upon BCCO or Subco;
  - (iii) which would give a third party, as a result of the transactions contemplated in this Agreement, the right to terminate any material agreement to which BCCO or Subco is a party or to purchase any of BCCO's, Subco's or Amalco's assets; or
  - (iv) which would impose restrictions on the ability of Amalco
    - (A) to carry on any business which it might choose to carry on within any geographical area;
    - (B) to acquire property or dispose of its property and assets as an entirety;
    - (C) to pay dividends, redeem shares or make other distributions to its shareholders;
    - (D) to borrow money or to mortgage and pledge its property as security therefore; or
    - (E) to change its corporate status;
- (w) all information supplied by BCCO or its representatives to Spirit in the course of Spirit's due diligence review in respect of the transactions contemplated by this Agreement, is accurate and correct in all material respects; and
- (x) the representations, warranties or statements of fact made in this section do not contain any untrue statement of a material fact or omit to state any material fact necessary to make any such warranty or representation not misleading to Spirit in seeking full information as to BCCO and Subco and their assets, liabilities and business.

### **Section 3.2 Representations and Warranties of Spirit**

Spirit represents and warrants to BCCO and Subco as follows, and acknowledges that BCCO and Subco are relying upon such representations and warranties in connection with the matters contemplated by this Agreement

- (a) it has good and sufficient right and authority to enter into this Agreement and carry out its intentions hereunder;
- (b) it is duly incorporated under the BCBCA and is currently in good standing, and is not subject to any regulatory decision or order prohibiting or restricting trading in its shares;
- (c) it is authorized to issue an unlimited number of common shares, of which 46,000,000 are outstanding as at the date hereof, and it has nil warrants and nil stock options outstanding as at the date hereof;
- (d) other than the securities referred to in Section 3.2(c) and the Spirit Shares to be issued in connection with the Spirit Bridge Placement and as otherwise provided in this Agreement, there are no other shares, options, warrants, convertible notes or debentures, agreements, documents, instruments or other writings of any kind whatsoever which constitute a “security” of Spirit (as that term is defined in the Securities Act) and Spirit has no agreements or commitments of any character whatsoever convertible into, or exchangeable or exercisable for or otherwise requiring the issuance, sale or transfer by Spirit of any Spirit Shares or any securities convertible into, or exchangeable or exercisable for, or otherwise evidencing a right to acquire, any Spirit Shares;
- (e) except for BCCO’s right under this Agreement, no Person has any written or oral agreement, option or warrant or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming such for (A) the purchase or acquisition of any of the Spirit Shares or any of the shares of any of its subsidiaries, or (B) the purchase, subscription, allotment or issuance of any unissued shares or other securities in the capital of Spirit;
- (f) except for Spirit Blockchain AG, Spirit has no other subsidiaries;
- (g) neither the execution and delivery of this Agreement, nor the consummation of the Amalgamation, will conflict with or result in any breach of any of the terms or provisions of, or constitute a default under, the Material Contracts, the Constatng Documents of Spirit, director or shareholder resolutions of Spirit, any agreement or instrument to which Spirit is a party or by which Spirit is bound, or any order, decree, statute, regulation, covenant or restriction applicable to Spirit;
- (h) Spirit is not in material default under any Material Contract to which it is a party and there has not occurred any event which, with the lapse of time or giving of notice or both, would constitute a default under any Material Contract by



Spirit, as applicable. Each Material Contract is in full force and effect, unamended by written or oral agreement, and Spirit is entitled to the full benefit and advantage of each Material Contract in accordance with its terms. Spirit has not received any notice of a default by Spirit or its subsidiaries, as applicable, or a dispute between Spirit and any other party in respect of any Material Contract;

(i) Spirit has no liabilities, obligations or indebtedness (whether accrued, absolute, contingent or otherwise) of any kind whatsoever, and, there is no basis for assertion against Spirit of any liabilities, obligations or indebtedness (whether accrued, absolute, contingent or otherwise) of any kind, other than liabilities to be disclosed or reflected in or provided for in the Spirit Financial Statements or incurred in the ordinary course of business following the dates of the Spirit Financial Statements;

(j) the information in the Non-Offering Prospectus relating to Spirit will be true, correct and complete in all material respects and will not contain any untrue statement of any material fact, nor omit to state any material fact required to be stated therein or necessary in order to make the statements therein not misleading in light of the context in which they are to be made;

(k) Spirit has no outstanding taxes due and payable and there exist no facts or circumstances which may reasonably be expected to result in the issuance of assessment or reassessment of tax;

(l) Spirit has duly and on a timely basis prepared and filed all tax returns required to be filed by it prior to the date hereof and such returns and documents are complete and correct. Spirit has no knowledge of any contingent tax liabilities or any ground which would prompt an assessment or reassessment of any of such returns or reports, including aggressive treatment of income and expenses in filing any tax returns. Complete and correct copies of all such returns and other documents filed in respect of the last three fiscal years ending prior to the date hereof have been provided to BCCO prior to the date hereof;

(m) the Corporate Records of Spirit are complete and accurate in all material respects and all corporate proceedings and actions reflected in the Corporate Records have been conducted or taken in compliance with all Applicable Laws and with the Constating Documents of Spirit, as applicable. Without limiting the generality of the foregoing, in respect of the Corporate Records of Spirit (i) the minute books contain complete and accurate minutes of all meetings of the directors and shareholders held since incorporation and all such meetings were properly called and held, (ii) the minute books contain all resolutions passed by the directors and shareholders and all such resolutions were properly passed, (iii) the share certificate books, register of shareholders and register of transfers are complete and accurate, all transfers have been properly completed and approved and any tax payable in connection with the transfer of any securities has been paid, and (iv) the registers of directors and officers are complete and

accurate and all former and present directors and officers were properly elected or appointed, as the case may be;

(n) no proceedings have been taken, are pending or authorized by Spirit or by any other Person, in respect of the bankruptcy, insolvency, liquidation or winding up of Spirit;

(o) as at the date hereof there are no reasonable grounds for believing that any creditor of Spirit will be prejudiced by the Amalgamation;

(p) there are no agreements, covenants, undertakings, rights of first refusal or other commitments of Spirit or any instruments binding on their assets:

(i) which would preclude Spirit from entering into this Agreement;

(ii) under which the Amalgamation would have the effect of imposing restrictions or obligations on Amalco greater than those imposed upon Spirit;

(iii) which would give a third party, as a result of the transactions contemplated in this Agreement, the right to terminate any material agreement to which Spirit is a party or to purchase any of Spirit's or Amalco's assets; or

(iv) which would impose restrictions on the ability of Amalco:

(A) to carry on any business which it might choose to carry on within any geographical area;

(B) to acquire property or dispose of its property and assets as an entirety;

(C) to pay dividends, redeem shares or make other distributions to its shareholders;

(D) to borrow money or to mortgage and pledge its property as security therefore; or

(E) to change its corporate status;

(q) Spirit is conducting and has always conducted its business in compliance with all Applicable Laws, other than acts of non-compliance which, individually or in aggregate, are not material, Spirit is not aware of and has not received any order or directive relating to any breach of any applicable environmental or health and safety law by Spirit;

(r) Spirit is not subject to any obligation to make any investment in or to provide funds by way of loan, capital contribution or otherwise to any Person;

(s) all information supplied by Spirit or its representatives to BCCO in the course of BCCO's due diligence review in respect of the transactions contemplated by this Agreement, is accurate and correct in all material respects; and

(t) the representations, warranties or statements of fact made in this section do not contain any untrue statement of a material fact or omit to state any material fact necessary to make any such warranty or representation not misleading to BCCO or Subco in seeking full information as to each of Spirit and its assets, liabilities and business.

### **Section 3.3 Survival of Representations and Warranties**

The representations and warranties herein shall survive the performance of the Parties respective obligations hereunder and the termination of this Agreement but shall expire one year after the Amalgamation Effective Date.

## **ARTICLE 4** **AGREEMENTS**

### **Section 4.1 Spirit Circular and Spirit Financial Statements**

(a) As promptly as reasonably practicable following execution of this Agreement, Spirit, in consultation with the other parties, shall prepare the information circular for the Spirit Meeting together with any other documents required by applicable laws. On the date thereof, Spirit shall ensure that this information circular complies in all material respects with all applicable laws and that it contains sufficient detail to permit the Spirit shareholders to form a reasoned judgment concerning the matters to be placed before them at the Spirit Meeting;

(b) The Parties shall also use best efforts to obtain any necessary consents from any of its auditors and any other advisors to the use of any financial, technical or other expert information required to be included in the information circular for the Spirit Meeting. The Parties shall ensure that any information related to itself does not include any misrepresentation;

(c) The parties shall each promptly notify each other if at any time before the Effective Date either becomes aware that the information circular for the Spirit Meeting contains a misrepresentation, or that otherwise requires an amendment or supplement to the information circular and the parties shall co-operate in the preparation of any amendment or supplement as required or appropriate, and Spirit shall promptly mail or otherwise publicly disseminate any amendment or supplement to the Spirit shareholders and, if required by applicable laws, file the same with any Governmental Authority or stock exchange and as otherwise required; and

(d) Spirit will prepare (or cause the preparation of) the Spirit Financial Statements for inclusion in the Non-Offering Prospectus which will be prepared in accordance with IFRS and will be based on the books and records of Spirit and will fairly present the financial condition of Spirit as at the dates thereof and the results of the operations for such periods and will have been audited by an independent accounting firm registered under the CPAB.

#### **Section 4.2 BCCO Financing, BCCO Financial Statements and Non-Offering Prospectus**

As promptly as practical following the Closing, and in compliance with Applicable Laws (including Applicable Canadian Securities Laws) and the policies of the CSE:

- (a) BCCO will complete the BCCO Placement;
- (b) BCCO and Spirit shall cooperate in the preparation of the Non-Offering Prospectus and Spirit shall provide to BCCO the necessary information in respect of Spirit to ensure that the Non-Offering Prospectus provides information in compliance in all material respects with CSE policies on the date of filing thereof;
- (c) BCCO will prepare (or cause the preparation of) the BCCO Financial Statements for inclusion in the Non-Offering Prospectus which will be prepared in accordance with IFRS and will be based on the books and records of BCCO and will fairly present the financial condition of BCCO as at the dates thereof and the results of the operations for such periods and will have been audited by an independent accounting firm registered under the CPAB; and
- (d) The Resulting Issuer shall cause the Non-Offering Prospectus to be filed with applicable regulatory authorities in all jurisdictions where the same are required to be filed.

#### **Section 4.3 Preparation of Filings**

- (a) BCCO and Spirit shall cooperate in taking of all such action as may be required under the BCBCA, Applicable Canadian Securities Laws, and other Applicable Laws in connection with the transactions contemplated by this Agreement and the Amalgamation; and
- (b) each of BCCO and Spirit shall promptly furnish to the other all information concerning it as may be required for the effectuation of the actions described in this Agreement and the provisions of Section 4.3.

#### **Section 4.4 Board of Directors of BCCO**

On Closing, the BCCO Board will be restructured through resignations and appointments, such that the BCCO Board will consist of up to five (5) directors, four of which will be nominees of Spirit and one of which will be a nominee of BCCO.

#### **Section 4.5 Management Positions**

On Closing, the senior management team of BCCO will consist entirely of officers appointed by the New BCCO Board.

#### **Section 4.6 Name Change**

On or prior to the Amalgamation Effective Date, BCCO shall change its name to “Spirit Blockchain Capital Inc.” or such other name as both Parties may determine and which is acceptable to the CSE and the registrar of companies for British Columbia.

### **ARTICLE 5** **COVENANTS**

#### **Section 5.1 Mutual Covenants**

From the date of this Agreement until the earlier of the Amalgamation Effective Date and the termination of this Agreement in accordance with Article 9, except as otherwise expressly permitted or specifically contemplated by this Agreement or required by Applicable Laws, each of the Parties shall:

- (a) carry on its business in the usual, regular and ordinary course of business consistent with its past practice;
- (b) not alter or amend its Constatng Documents as the same exist at the date of this Agreement, except as contemplated by this Agreement;
- (c) take, or cause to be taken, all action and to do, or cause to be done, all other things reasonably necessary, proper or advisable under Applicable Laws to complete the Amalgamation:
- (d) to obtain all necessary consents, assignments, waivers and amendments to or terminations of any agreements and take such measures as may be appropriate to fulfill its obligations hereunder and to carry out the transactions contemplated hereby;
- (e) to effect all necessary registrations, filings and submissions of information requested by Governmental Authorities required to be effected by it in connection with the Amalgamation;
- (f) to oppose, lift or rescind any injunction or restraining or other order seeking to stop, or otherwise adversely affecting its ability to consummate, the Amalgamation and to defend, or cause to be defended, any proceedings to which it is a party or brought against it or its directors or officers challenging this Agreement or the consummation of the transactions contemplated hereby; and

(g) to reasonably cooperate with the other Parties and their tax advisors in structuring the Amalgamation and other transactions contemplated to occur in conjunction with the Amalgamation in a tax effective manner and assist the other Parties and their tax advisors in making such investigations and enquiries with respect to such Parties in that regard, as the other Parties and its tax advisors shall consider necessary, acting reasonably;

(h) not take any action that would render, or may reasonably be expected to render, any representation or warranty made by such Party in this Agreement untrue in any material respect;

(i) use reasonable commercial efforts to obtain and maintain the third party approvals applicable to them and provide the same to the other Parties on or prior to the Amalgamation Effective Date;

(j) except as provided in this Agreement, not amalgamate or consolidate with, or enter into any other corporate reorganization with, any other corporation or person or perform any act or enter into any transaction or negotiation which, in the opinion of Spirit or BCCO, as applicable, acting reasonably, interferes or is inconsistent with the completion of the transactions contemplated hereby. Without limiting the foregoing, except as provided in this Agreement, none of the Parties shall (i) make any distribution by way of dividend, return of capital or otherwise to or for the benefit of its shareholders or (ii) issue any of its shares or other securities convertible into shares or enter into any commitment or agreement (other than on the exercise of convertible securities);

(k) furnish to the other Parties such information, in addition to the information contained in this Agreement, relating to its financial condition, business, properties and affairs as may reasonably be requested by another Party, which information shall be true and complete in all material respects and shall not contain an untrue statement of any Material Fact or omit to state any Material Fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances in which they are made, not misleading and will notify the other Parties of any significant development or Material Change relating to it promptly after becoming aware of any such development or change;

(l) promptly notify the other Parties in writing of any change in any representation or warranty provided in this Agreement which change is or may be of such a nature as to render any representation or warranty misleading or untrue in any material respect and the Parties shall in good faith discuss with the other Parties such change in circumstances (actual, anticipated, contemplated, or to its knowledge, threatened) which is of such a nature that there may be a reasonable question as to whether notice need to be given to the other Parties pursuant to this Section 10.2;

(m) promptly notify the other Parties in writing of any material breach by such Party of any covenant, obligation or agreement contained in this Agreement; and

(n) not, directly or indirectly, solicit, initiate, assist, facilitate, promote or knowingly encourage the initiation of proposals or offers from, entertain or enter into discussions or negotiations with any person other than the other Parties hereto, with respect to any amalgamation, merger, consolidation, arrangement, restructuring, sale of any material assets or part thereof of such Party, unless such action, matter or transaction is part of the transactions contemplated in this Agreement or is required as a result of the duties of directors and officers of the applicable Party in compliance with Applicable Laws.

### **Section 5.2 Additional Covenants of BCCO and Subco**

From the date of this Agreement until the earlier of the Amalgamation Effective Date and the termination of this Agreement in accordance with Article 9:

(a) prior to Closing, BCCO shall have taken all necessary steps to effect the Name Change.

### **Section 5.3 Additional Covenants of Spirit**

From the date of this Agreement until the earlier of the Amalgamation Effective Date and the termination of this Agreement in accordance with Article 9:

- (a) Spirit shall set the record and meeting dates for a meeting of the shareholders of Spirit, which meeting shall occur no later than May 31, 2021;
- (b) Spirit shall prepare and mail an information circular in accordance with Section 4.1, in a form mutually acceptable to the parties acting reasonably, to Spirit shareholders in respect of the Spirit Meeting, such mailing to occur on or before May 20, 2021; and
- (c) Spirit shall recommend that its shareholders vote in favour of the Transaction.

### **Section 5.4 Access to Information and Confidentiality**

Each Party will allow the other and its respective authorized representatives, including legal counsel and consultants, access to all information, books or records relevant for the purpose of the Transaction contemplated herein. Each Party hereto agrees that all information and documents so obtained will be kept confidential and the contents thereof will not be disclosed to any person without the prior written consent of the disclosing Party, except as otherwise provided for below, or as are required to be disclosed by Applicable Law provided that the disclosing Party is given prior notice thereof.

The foregoing does not apply to information that:

- (a) becomes generally available to the public absent any breach of the foregoing;

- (b) was available on a non-confidential basis to a Party prior to its disclosure pursuant to this Agreement; or
- (c) becomes available on a non-confidential basis from a third party who, to the knowledge of the recipient after enquiry, is not bound to keep such information confidential.

## **ARTICLE 6**

### **CLOSING CONDITIONS**

#### **Section 6.1 Mutual Conditions**

The respective obligations of BCCO, Spirit and Subco to complete the Transaction are subject to the fulfillment of the following conditions on or before June 11, 2021;

- (a) Spirit shareholders having approved the Transaction and all related matters;
- (b) completion of due diligence to the satisfaction of the Parties;
- (c) receipt of all required regulatory, shareholder and third party approvals, and compliance with all applicable regulatory requirements and conditions necessary to complete the Transaction;
- (d) there will not be in force any Law, ruling, order or decree, and there will not have been any action taken under any Law or by any Governmental Authority or other regulatory authority, that makes it illegal or otherwise directly or indirectly restrains, enjoins or prohibits the consummation of the Amalgamation in accordance with the terms hereof or results or could reasonably be expected to result in a judgment, order, decree or assessment of damages, directly or indirectly, relating to the Amalgamation which has, or could have, a Material Adverse Effect;
- (e) the Articles of Amalgamation to be filed with the Registrar in accordance with the Amalgamation, shall be in form and substance satisfactory to Spirit and BCCO, acting reasonably;
- (f) all other consents, waivers, permits, exemptions, orders and approvals of, and any registrations and filings with, any Governmental Authority, the failure of which to obtain or the expiry of which would or could have a Material Adverse Effect or materially impede the completion of the Transaction, will have been obtained or received on terms that are reasonably satisfactory to each Party hereto; and
- (g) this Agreement will not have been terminated pursuant to Article 9 hereof.

The foregoing conditions are for the mutual benefit of the Parties hereto and may be waived in respect of a Party hereto, in whole or in part, by such Party hereto in writing at any time. If any of such conditions will not be complied with or waived as aforesaid on



or before the Closing Date or, if earlier, the date required for the performance thereof, then, subject to Article 9 hereof, any Party hereto may terminate this Agreement by written notice to the other Parties in circumstances where the failure to satisfy any such condition is not the result, directly or indirectly, of a breach of this Agreement by such rescinding Party hereto.

## **Section 6.2 BCCO Conditions**

The obligation of BCCO to complete the Transaction contemplated herein is subject to the fulfillment of the following additional conditions on or before the Closing Date or such other time as is specified below:

- (a) the prior completion of, or coincident completion of, the Spirit Bridge Placement;
- (b) no Material Adverse Change having occurred in the business, results of operations, assets, liabilities, financial condition or affairs of Spirit, financial or otherwise, between the date hereof and the Closing Date;
- (c) there being no legal proceedings or regulatory actions or proceedings against Spirit as of the Closing Date which may have a Material Adverse Effect on Spirit, its business, assets or financial condition;
- (d) there being no inquiry or investigation (whether formal or informal) in relation to Spirit or its 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 Spirit, its business, assets or financial condition;
- (e) all representations and warranties of Spirit under this Agreement shall be true and correct as of the Closing Date as if made on and as of such date (except to the extent such representations and warranties speak as of an earlier date, in which event such representations and warranties shall be true and correct as of such earlier date, or except as affected by transactions contemplated or permitted by this Agreement), except where the failure of such representations and warranties to be true and correct, individually or in the aggregate, would not result, or would not reasonably be expected to result, in a Material Adverse Change in respect of Spirit and would not, or would not reasonably be expected to, materially delay completion of the Amalgamation and the transactions otherwise contemplated hereby;
- (f) all covenants of Spirit under this Agreement to be performed on or before the Closing Date shall have been performed by Spirit in all material respects;
- (g) there will not be any outstanding warrants or options to purchase, or securities convertible into, Spirit Shares;

- (h) the directors and shareholders of Spirit will have adopted and passed all necessary resolutions and all other necessary corporate action will have been taken by Spirit to permit the consummation of this Agreement and the Transaction;
- (i) Spirit will have executed and delivered, or cause to be executed and delivered, at the closing of the Transaction, such customary agreements, legal opinions, certificates, resolutions and other closing documents as may be required by the other Parties hereto, all in form satisfactory to the other Parties, acting reasonably; and

The foregoing conditions are for the benefit of BCCO and may be waived, in whole or in part, by BCCO in writing at any time. If any of such conditions will not be complied with or waived by BCCO on or before the Closing Date or, if earlier, the date required for the performance thereof, then, subject to Article 9 hereof, BCCO may terminate this Agreement by written notice to Spirit and Subco in circumstances where the failure to satisfy any such condition is not the result, directly or indirectly, of a breach of this Agreement by BCCO.

### **Section 6.3 Spirit Conditions**

The obligation of Spirit to complete the Transaction contemplated herein is subject to the fulfillment of the following additional conditions on or before the Closing Date or such other time as is specified below:

- (a) BCCO, as the sole shareholder of Subco, shall have approved the Amalgamation;
- (b) the directors of BCCO and Subco will have adopted all necessary resolutions and all other necessary corporate action will have been taken by BCCO and Subco to permit the consummation of the Transaction;
- (c) no Material Adverse Change having occurred in the business, results of operations, assets, liabilities, financial condition or affairs of BCCO, financial or otherwise, between the date hereof and the Closing Date, except for a decrease in BCCO's working capital position reasonably necessary to facilitate the Transaction;
- (d) there being no legal proceedings or regulatory actions or proceedings against BCCO as of the Closing Date which may have a Material Adverse Effect on BCCO, its business, assets or financial condition;
- (e) there being no inquiry or investigation (whether formal or informal) in relation to BCCO or its 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 BCCO, its business, assets or financial condition;
- (f) all representations and warranties of BCCO under this Agreement shall be true and correct as of the Closing Date as if made on and as of such date (except to the

extent such representations and warranties speak as of an earlier date, in which event such representations and warranties shall be true and correct as of such earlier date, or except as affected by transactions contemplated or permitted by this Agreement), except where the failure of such representations and warranties to be true and correct, individually or in the aggregate, would not result, or would not reasonably be expected to result, in a Material Adverse Change in respect of BCCO and would not, or would not reasonably be expected to, materially delay completion of the Amalgamation and the transactions otherwise contemplated hereby;

- (g) all covenants of BCCO under this Agreement to be performed on or before the Closing Date shall have been performed by BCCO in all material respects;
- (h) all consents, waivers and approvals required to be obtained by BCCO from a counter-party to a Material Contract of BCCO required in connection with, or to permit the consummation of, the Amalgamation or any transaction otherwise contemplated hereby, shall have been obtained on terms and conditions satisfactory to Spirit, acting reasonably;
- (i) the BCCO Shares issued as consideration for the Spirit Shares are being issued as fully paid and non-assessable common shares in the capital of the BCCO free and clear of any and all encumbrances, liens, charges and demands of whatsoever nature;
- (j) there being no other issued and outstanding securities in the capital of BCCO other than as disclosed herein;
- (k) BCCO will have established a 10% rolling stock option plan in order to grant up to 10% of the issued and outstanding BCCO Shares to eligible directors, officers, employees and consultants, in form satisfactory to Spirit; and
- (l) BCCO will have executed and delivered, at Closing, such customary agreements, legal opinions, certificates, resolutions and other closing documents as may be required by the other Parties hereto, all in form satisfactory to the other Parties hereto, acting reasonably.

The foregoing conditions are for the benefit of Spirit and may be waived, in whole or in part, by Spirit in writing at any time. If any of such conditions will not be complied with or waived by Spirit on or before the Closing Date or, if earlier, the date required for the performance thereof, Spirit may terminate this Agreement by written notice to BCCO and Subco in circumstances where the failure to satisfy any such condition is not the result, directly or indirectly, of a breach of this Agreement by Spirit.

#### **Section 6.4 Consents-Merger**

The obligations of BCCO, Subco and Spirit to obtain the consents referred to in this Article 6 will not survive the completion of the Transaction, and will merge without recourse between the Parties upon such completion.

**ARTICLE 7**  
**SURVIVAL**

**Section 7.1 Survival**

The covenants, representations and warranties of each of BCCO, Spirit, and Subco as set out herein shall survive from the Closing Date for a period of 12 months.

**ARTICLE 8**  
**CLOSING**

The Closing will take place on the Closing Date in the offices of McMillan LLP, counsel to BCCO, or at any other place as the Parties may agree.

**ARTICLE 9**  
**TERM AND TERMINATION**

**Section 9.1 Term**

This Agreement shall be effective from the date hereof until the earlier of the Closing Date and the termination of this Agreement in accordance with its terms.

**Section 9.2 Termination**

- (a) This Agreement may be terminated at any time prior to the Closing Date:
- (i) by mutual written agreement of the Parties;
  - (ii) by Spirit, if a breach of any representation or warranty or failure to perform any covenant or agreement on the part of BCCO or Subco set forth in this Agreement shall have occurred that would cause the conditions set forth in Section 6.1 or Section 6.3 not to be satisfied, or such conditions are incapable of being satisfied by the Closing Date, as reasonably determined by Spirit; provided, however, that Spirit is not then in breach of this Agreement so as to cause any condition in Section 6.1 or Section 6.3 not to be satisfied; or
  - (iii) by BCCO, if a breach of any representation or warranty or failure to perform any covenant or agreement on the part of Spirit set forth in this Agreement shall have occurred that would cause the conditions set forth in Section 6.1 or Section 6.2 not to be satisfied, or such conditions are incapable of being satisfied by the Closing Date as reasonably determined by BCCO; provided, however, that BCCO is not then in breach of this Agreement so as to cause any condition in Section 6.1 or Section 6.2 not to be satisfied.
- (b) For greater certainty, this Agreement may not be terminated unilaterally by Subco.

### **Section 9.3 Costs and Expenses**

Except as otherwise specified in this Agreement, all costs and expenses (including the fees and disbursements of accountants, legal counsel and other professional advisers) incurred in connection with this Agreement and the completion of the transactions contemplated by this Agreement are to be paid by the Party incurring those costs and expenses. If this Agreement is terminated, the obligation of each Party to pay its own costs and expenses is subject to each Party's respective rights arising from a breach or termination. Notwithstanding the foregoing, the Parties agree that BCCO will be primarily responsible for preparing the Non-Offering Prospectus, for preparing required financials and accounting fees related thereto, and for the legal and filing fees related to the Listing.

## **ARTICLE 10 GENERAL**

### **Section 10.1 Time of Essence**

Time is of the essence in all respects of this Agreement.

### **Section 10.2 Notices**

Any Notice must be in writing and either:

- (a) personally delivered;
- (b) sent by prepaid, registered mail; or
- (c) sent by facsimile, e-mail or functionally equivalent electronic means of communication, charges (if any) prepaid.

Any Notice must be sent to the intended recipient at its address as follows:

to Spirit at:

704 - 595 Howe Street, Box 35  
Vancouver, B.C.  
V6C 2T5

Attention: Erich Perroulaz, Chief Executive Officer  
Email address: [Redacted]

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

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

Attention: Denis Silva  
email: [Redacted]

to BCCO and Subco at:

1284696 B.C. Ltd.  
1570 – 505 Burrard Street  
Vancouver, British Columbia  
V7X 1M5

Attention: Karan Thakur, Director  
Email address: [Redacted]

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

McMillan LLP  
1500 - 1055 West Georgia Street  
Vancouver, British Columbia  
V6E 4N7

Attention: Jeff Wust  
email: [Redacted]

or at any other address as any Party may from time to time advise the other by Notice given in accordance with this Section 10.2. Any Notice delivered to the Party to whom it is addressed will be deemed to have been given and received on the day it is so delivered at that Party's address, provided that if that day is not a Business Day then the Notice will be deemed to have been given and received on the next Business Day. Any Notice transmitted by facsimile or other form of electronic communication will be deemed to have been given and received on the day on which it was transmitted (but if the Notice is transmitted on a day which is not a Business Day or after 4:00 p.m. (local time of the recipient), the Notice will be deemed to have been received on the next Business Day). Any Notice given by registered mail will be deemed to have been received on the fifth Business Day after which it is so mailed. If a strike or lockout of postal employees is then in effect, or generally known to be impending, every Notice must be effected by personal delivery, e-mail or functionally equivalent electronic means.

### **Section 10.3 Further Assurances**

Each Party will, at the requesting Party's cost, execute and deliver any further agreements and documents and provide any further assurances as may be reasonably required by the other Party to give effect to this Agreement and, without limiting the generality of the foregoing, will do or cause to be done all acts and things, execute and deliver or cause to be executed and delivered all agreements and documents and provide any assurances, undertakings and information as may be required from time to time by all

Governmental Entities or stock exchanges having jurisdiction over BCCO's affairs or as may be required from time to time under applicable securities legislation.

#### **Section 10.4 No Broker**

Each Party represents and warrants to the other Parties that all negotiations relating to this Agreement and the transactions contemplated by this Agreement have been carried on between them directly, without the intervention of any other Person on behalf of any Party in such manner as to give rise to any valid Claim against any Party for a brokerage commission, finder's fee or other similar payment, except as disclosed herein.

#### **Section 10.5 Public Notice**

All public notices to third parties and all other announcements, press releases and publicity concerning this Agreement or the transactions contemplated by this Agreement must be jointly planned and coordinated by the Parties, and no Party to this Agreement will act unilaterally in this regard without the prior consent of the other Parties unless, and only to the extent that, disclosure is required to meet the timely disclosure obligations of any Party under securities laws or stock exchange rules in circumstances where prior consultation with the other Parties is not practicable, or the disclosure is to the Party's board of directors, senior management and its legal, accounting, financial or other professional advisers.

#### **Section 10.6 Independent Legal Advice**

Each of the Parties hereby acknowledges that it has carefully read and considered and fully understands the provisions of this Agreement and, having done so, agrees that the provisions set forth in this Agreement are fair and reasonable. Each Party further acknowledges that it has had an opportunity to obtain independent advice in respect of the contents of this Agreement and it has either obtained such independent advice or waives all further rights in this respect.

#### **Section 10.7 Amendment and Waiver**

No supplement, modification, amendment, waiver, discharge or termination of this Agreement is binding unless it is executed in writing by the Party to be bound. No waiver of, failure to exercise or delay in exercising, any provision of this Agreement constitutes a waiver of any other provision (whether or not similar) nor does any waiver constitute a continuing waiver unless otherwise expressly provided.

#### **Section 10.8 Assignment and Enurement**

Neither this Agreement nor any right or obligation under this Agreement may be assigned by any Party without the prior consent of the other Parties. This Agreement enures to the benefit of and is binding upon the Parties and their respective successors and permitted assigns.

### **Section 10.9 Severability**

Each provision of this Agreement is distinct and severable. If any provision of this Agreement, in whole or in part, is or becomes illegal, invalid or unenforceable in any jurisdiction, the illegality, invalidity or unenforceability of that provision will not affect the legality, validity or enforceability of the remaining provisions of this Agreement, or the legality, validity or enforceability of that provision in any other jurisdiction.

### **Section 10.10 Counterparts**

This Agreement may be executed and delivered by the Parties in one or more counterparts, each of which when so executed and delivered will be an original, and those counterparts will together constitute one and the same instrument.

### **Section 10.11 Facsimile Signatures**

Delivery of this Agreement by facsimile, e-mail or functionally equivalent electronic transmission constitutes valid and effective delivery.

**[signature page follows]**



**IN WITNESS WHEREOF** this Agreement has been executed by the Parties as of the date first written above.

**1284696 B.C. LTD.**

Per: "Karamveer Thakur"  
Name: Karamveer Thakur  
Title: Director

**1302186 B.C. LTD.**

Per: "Karamveer Thakur"  
Name: Karamveer Thakur  
Title: Director

**SPIRIT BLOCKCHAIN CAPITAL INC.**

Per: "Erich Perroulaz"  
Name: Erich Perroulaz  
Title: Chief Executive Officer