

SHARE PURCHASE AGREEMENT

THIS AGREEMENT is made effective April 3, 2023,

AMONG:

VORTEX ENERGY CORP., a company incorporated under the laws of British Columbia with an office at **[Address Redacted]** ("**Vortex**")

AND:

BLUE OCEAN SALT CORP., a company incorporated under the laws British Columbia with an office at **[Address Redacted]** ("**BOSC**")

AND:

THE HOLDERS OF SHARES ISSUED BY BOSC as listed in Schedule A attached hereto (collectively, the "**BOSC Shareholders**")

WHEREAS:

- A. The BOSC Shareholders are the owners of all of the issued and outstanding shares issued by BOSC; and
- B. Vortex wishes to purchase all of the issued and outstanding shares of BOSC, being the BOSC Shares (as defined herein) from the BOSC Shareholders in exchange for such number Vortex Shares (as defined herein) as determined by reference to the Exchange Ratio upon and subject to the terms and conditions set forth in this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the covenants and agreements herein contained, the parties hereto do covenant and agree each with the other as follows:

1. INTERPRETATION

1.1 **Defined terms.** The following terms have the following meanings in this Agreement:

- (a) "**Aboriginal Peoples**" means any Indian, first nation, Inuit, Métis or indigenous persons or groups, or first nations, bands or any other such similar legal entities;
- (b) "**Accounts Payable**" means accounts payable and any other amounts due incurred during the Ordinary Course of Business, but excluding any costs and expenses related to the transactions contemplated by this Agreement, in each case as recorded as payable in the Books and Records;
- (c) "**Accrued Liabilities**" means the operating expenses relating to the BOSC Business incurred in the Ordinary Course of Business as at the given date but which have not yet been invoiced as of the given date and claims against BOSC or its subsidiaries (if any) that are increasing with the passage of time or receipt of goods or services but have not been invoiced as of the Time of Closing, including, but not limited to, expenses incurred in the Ordinary Course of Business;

- (d) "**Acquisition**" means the acquisition of all of the BOSC Shares by Vortex in exchange for such number Vortex Shares as is determined by reference to the Exchange Ratio pursuant to the terms and conditions of this Agreement;
- (e) "**Affiliate**" of any Person means, at the time such determination is being made, any other Person Controlling, Controlled by or under common Control with such first Person, in each case, whether directly or indirectly;
- (f) "**Agreement**" means this Share Purchase Agreement, including all schedules and exhibits and all amendments or restatements, as permitted, and references to "Article", "Section", "Schedule" or "Exhibit" mean the specified Article or Section of, or Schedule or Exhibit to, this Agreement;
- (g) **[Definition Redacted]**
- (h) "**Anti-Corruption Laws**" means, collectively, with respect to any Person, anti-corruption or anti-bribery laws of all jurisdictions applicable to such Person, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any Governmental Authority to which such Person is subject, including, but not limited to, the *Corruption of Foreign Public Officials Act* (Canada);
- (i) "**Anti-Money Laundering Laws**" means, collectively, with respect to any Person, anti-money laundering laws of all applicable jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any Governmental Authority to which such Person is subject, including, but not limited to, the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada);
- (j) "**Applicable Laws**" means all applicable rules, regulations, policies, notices, orders and legislation of any kind whatsoever of any Governmental Authority having jurisdiction over the transactions contemplated hereby or the parties to this Agreement, the rules and policies of any stock exchange and any other market or marketplace on which securities of Vortex are traded, listed or quoted, and all applicable securities laws of British Columbia and the respective rules and regulations under such laws together with applicable published instruments, notices and orders of the securities regulatory authorities in British Columbia;
- (k) "**Books and Records**" means all books, records, files, Customer and supplier lists, business reports, plans, projections, standard operating procedure manuals, and all other documentation, correspondence and other information (in whatever medium and wherever situated, including all data and information stored electronically or on computer-related media) in the possession or under the control of BOSC;
- (a) "**BOSC Assets**" means the property and assets of BOSC, which as of the date hereof, are currently used in, and materially necessary for the conduct of the BOSC Business, including without limitation the Property;
- (b) "**BOSC Business**" means the business of BOSC as conducted on the date hereof;
- (c) "**BOSC Shareholder Representative**" has the meaning ascribed thereto in Section 10.1;
- (d) "**BOSC Shareholders**" means the Persons listed in Schedule A;
- (e) "**BOSC Shares**" means the 30,900,001 issued and outstanding common shares in the capital of BOSC, representing all of the issued and outstanding shares in the capital of BOSC;

- (f) "**Business Day**" means any day except Saturday, Sunday or a statutory holiday in the province of British Columbia, and also excluding any day on which the principal chartered banks located in the city of Vancouver, British Columbia, Canada are not open for business during normal banking hours;
- (g) "**Claims**" includes claims, demands, complaints, grievances, actions, applications, suits, causes of action, litigation, arbitration, Orders, inquiries, investigations, charges, indictments, prosecutions, informations, hearings, other civil, criminal or regulatory proceedings, whether at law or in equity, other similar processes, assessments or reassessments, judgments, debts, Liabilities, penalties, fines, expenses, costs, damages or losses, contractual, legal or equitable, but excluding consequential, special and aggravated damages), professional fees, including fees and disbursements of legal counsel on a full indemnity basis, and all costs incurred in investigating or pursuing any of the foregoing or any proceeding relating to any of the foregoing;
- (h) "**Closing**" means the completion of the Acquisition on the Closing Date pursuant to the terms and conditions contained in this Agreement;
- (i) "**Closing Date**" means the date of completion of the Acquisition;
- (j) "**Contracts**" means contracts, licences, leases, agreements, obligations, promises, undertakings, understandings, arrangements, commitments, entitlements or engagements to which a Party is a party or by which any of them are bound or under which a Party has, or will have, any Liability (in each case, whether written or oral, express or implied), and includes any quotations, orders, proposals or tenders which remain open for acceptance and warranties and guarantees;
- (k) "**Control**" means, in respect of:
 - (i) a corporation, the ability of a Person or group of Persons acting in concert to influence the manner in which the business of such corporation is carried on, whether as a result of ownership of sufficient voting shares of such corporation to enable that Person or group of Persons to elect a majority of the directors of such corporation or by contract or otherwise;
 - (ii) a partnership, trust, syndicate or other entity, actual power or authority to manage and direct the affairs of, or ownership of more than fifty percent (50%) of the transferable beneficial interests in, such entity, and the terms "Controlled" and "Controlling" have a corresponding meaning;
- (l) "**Elected Amount**" has the meaning ascribed thereto in Section 2.3;
- (m) "**Employee Benefit**" means all the employee benefits, fringe benefits, supplemental unemployment benefits, bonus, incentives, profit sharing, termination, change of control, pension, retirement, stock option, stock purchase, stock appreciation, health, welfare. Medical, entail disability, life insurance and similar plans, programmes, arrangements or practices relating to the current or former directors, officers or employees of BOSC maintained, sponsored or funded by BOSC, whether written or oral, funded or unfunded, insured or self insured, registered or unregistered;
- (n) "**Encumbrances**" means any encumbrance or restriction of any kind or nature whatsoever and howsoever arising (whether registered or unregistered) and includes a security interest, mortgage, easement, adverse ownership interest, defect on title, condition, right of first refusal, right of first offer, right-of-way, encroachment, building or use restriction, conditional sale agreement, hypothec, pledge, deposit by way of security, hypothecation,

assignment, charge, trust or deemed trust, voting trust or pooling agreement with respect to securities, any adverse claim, grant of any exclusive license or sole license, or any other right, option or claim of others of any kind whatsoever, and includes any agreement to give any of the foregoing in the future, and any subsequent sale or other title retention agreement or lease in the nature thereof,

- (o) **"Environment"** means the environment or natural environment as defined in any Environmental Laws;
- (p) **"Environmental Laws"** means all applicable Laws relating to public health and safety, pollution or the protection of the Environment, including Laws relating to civil responsibility for acts or omissions with respect to the Environment and relating to the storage, generation, use, handling, manufacture, processing, transportation, import, export, treatment, or Release of any Hazardous Materials;
- (q) **"Environmental Permits"** means any permit or program participation requirements, sign-offs or registrations required under any Environmental Laws;
- (r) **"Escrow Arrangement"** has the meaning ascribed thereto in Section 2.2;
- (s) **"Exchange Ratio"** means two-thirds of a Vortex Share for each one (1) BOSC Share, upon and subject to the terms and conditions of this Agreement;
- (t) **"Governmental Authorities"** means governments, regulatory authorities, governmental departments, agencies, commissions, bureaus, officials, ministers, Crown corporations, courts, bodies, boards, tribunals or dispute settlement panels or other law, rule or regulation-making organizations or entities (including, without limitation, the stock exchange and any other market or marketplace on which securities of Vortex are traded, listed or quoted):
 - (i) having or purporting to have jurisdiction on behalf of any nation, province, territory or state or any other geographic or political subdivision of any of them; or
 - (ii) exercising, or entitled or purporting to exercise any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power,and "Governmental Authority" means any such entity;
- (u) **"Hazardous Materials"** means any waste, special waste or other substance that is prohibited, listed, defined, designated or classified as, or otherwise determined to be, dangerous, hazardous, radioactive, explosive or toxic or a pollutant or a contaminant under or pursuant to any Environmental Laws;
- (v) **"IFRS"** has the meaning ascribed thereto in Section 5.1(i);
- (w) **"Indemnified Party"** has the meaning ascribed thereto in Section 9.2(a);
- (x) **"Indemnifying Parties"** has the meaning ascribed thereto in Section 9.2(a);
- (y) **"Intellectual Property"** means (a) trademarks, service marks, trade dress, trade names, corporate names (whether or not registered), logos and domain name registrations, including all registrations and applications for registration of the foregoing and all goodwill associated therewith; (b) copyrights (whether or not registered) and registrations and applications for registration thereof, including all derivative works, moral rights, renewals, extensions, reversions or restorations associated with such copyrights, now or hereafter

provided by law, regardless of the medium of fixation or means of expression; (c) trade secrets and, whether or not confidential, business information (including pricing and cost information, business and marketing plans and customer and supplier lists) and know-how (including manufacturing and production processes and techniques and research and development information); (d) industrial designs (whether or not registered); (e) databases and data collections; (f) all rights to obtain and rights to register trademarks and copyrights; (g) all rights in all of the foregoing provided by treaties, conventions and common law; and (h) all rights to sue or recover and retain damages and costs and attorneys' fees for past, present and future infringement or misappropriation of any of the foregoing;

- (z) **"Letter of Intent"** means the letter agreement entered into by Vortex and BOSC on March 6, 2023;
- (aa) **"Liabilities"** means any liability or obligation of a Person of any kind, character or description, whether known or unknown, asserted or unasserted, fixed, contingent or absolute, accrued or unaccrued, matured or unmatured, determined or determinable, liquidated or unliquidated, or due or to become due, and whether in contract, tort, strict liability or otherwise, voluntarily incurred or otherwise, whenever asserted, but excluding the aggregate of Accounts Payable, and Accrued Liabilities, each valued and calculated in accordance with the applicable accounting standards of BOSC and applied consistently in accordance with the applicable accounting standards of BOSC's past practices;
- (bb) **[Definition Redacted]**
- (cc) **"Licenses"** has the meaning ascribed thereto in Section 5.2(n)(i);
- (dd) **"Material Adverse Change"** means, with respect to a Party, 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, operations, assets, capitalization, financial conditions or prospects of a Party and its subsidiaries, taken as a whole, other than any matter, action, effect or change relating to or resulting from: (i) conditions affecting the industry of the Party, including changes in laws (including tax laws); (ii) any matter which has been communicated in writing to the other Parties as of the date hereof, (iii) the announcement, pendency or consummation of the transactions contemplated by this Agreement, or the failure to take actions as a result of any terms or conditions set forth in this Agreement, (iv) changes in the general political, economic, financial, currency exchange or market (including the capital, financial, credit or securities market) conditions, (v) the commencement, continuation or escalation of any war, armed hostilities, acts of terrorism, earthquakes or similar catastrophes or the incurrence of any other calamity or crisis; (vi) any changes or effects arising from matters permitted or contemplated by this Agreement or consented to in writing by the other Parties pursuant to this Agreement; or (vii) any matter otherwise disclosed herein or provided for in this Agreement, provided that such effect or change referred to in clause (i), (iii), (iv) and (v) above does not primarily relate only to (or have the effect of primarily relating only to) the Party in question or disproportionately adversely affect the Party in question compared to other companies of similar size operating in the same industry;
- (ee) **"Minerals"** means all marketable naturally occurring metallic minerals or mineral bearing material in whatever form or state, including, without limitation, any precious metal, any base metal or diamonds mined, extracted, removed, produced or otherwise recovered from the Property (but, for greater certainty, not including any rock, sand, gravel or aggregate), whether in the form of ore, doré, concentrates, refined metals or any other beneficiated or derivative products thereof and including any such metallic minerals or mineral bearing materials or products derived from any processing or reprocessing of any tailings or other waste products originally derived from the Property;

- (ff) **"Mineral Rights"** means the rights to prospect and explore for and the exclusive right to acquire, on satisfaction of conditions of the *Mineral Act* (Newfoundland and Labrador), mineral titles enabling the holder to develop and to mine all minerals or mineral bearing material in whatever form or state on, in or under any lands;
- (gg) **"Operations"** includes every kind of work done on or in respect of the Property or the products therefrom and, without limiting the generality of the foregoing, includes the work of assessment, geophysical, geochemical and geological surveys, studies and mapping, investigating, drilling, drifting, searching for, digging, trucking, sampling, working and procuring Minerals, surveying and bringing any mining claims to lease or patent, and doing all other work usually considered to be prospecting, exploration, development and/or mining work;
- (hh) **"Orders"** means orders, injunctions, judgments, administrative complaints, decrees, rulings, awards, assessments, directions, instructions, penalties or sanctions issued, filed or imposed by any Governmental Authority or arbitrator;
- (ii) **"Ordinary Course of Business"** means, when used in relation to the conduct of the BOSC Business, any action which is taken in the ordinary course of the normal day-to-day operations of such business consistent with the business's past practices;
- (jj) **"Outside Date"** means the date that is sixty (60) Business Days after the date that first appears above;
- (kk) **"Parties"** means each of Vortex, BOSC and the BOSC Shareholders and **"Party"** means each one of them, as applicable;
- (ll) **"Permitted Encumbrances"** means, in respect of BOSC, any one or more of the following:
 - (i) Encumbrances for taxes or charges for electricity, gas, power, water and other utilities not at the time due and payable or otherwise contested in good faith or for which adequate reserves have been established;
 - (ii) restrictions, covenants, land use contracts, rent charges, building schemes, declarations of covenants, conditions and restrictions, servicing agreements or other registered agreements or instruments in favour of any Governmental Authority, easements, rights-of-way, servitudes, rental pool agreements or other similar rights in or with respect to BOSC Assets granted to or reserved by other persons or properties;
 - (iii) inchoate or statutory Encumbrances or privileges imposed by Applicable Law such as contractors, subcontractors, carriers, warehousemen's, mechanics, builder's, workers, suppliers and materialmen's and others in respect of the construction, maintenance, repair or operation of real or personal property;
 - (iv) any security given to a public or private utility or other service provider or any other Governmental Authority when required by such utility or other Governmental Authority in connection with the operations of BOSC in the Ordinary Course of Business;
 - (v) municipal by-laws, regulations, ordinances, zoning law, building or land use restrictions and other limitations imposed by any Governmental Authority having jurisdiction over real property and any other restrictions affecting or controlling the use, marketability or development of real property;

- (vi) any right reserved to or vested in any Governmental Authority by the terms of any permit, licence, certificate, order, grant, classification (including any zoning laws and ordinances and similar legal requirements), registration or other consent, approval or authorization acquired by BOSC from any Governmental Authority or by any Applicable Law to terminate any such permit, licence, certificate, order, grant, classification, registration or other consent, approval or authorization or to require annual or other payments as a condition to the continuance thereof;
 - (vii) the reservations, exceptions, limitations, provisos and conditions expressed in any grants from any Governmental Authority of any owned, leased or licenced BOSC Assets;
 - (viii) any minor encroachments by any structure located on the Property onto any adjoining lands and any minor encroachment by any structure located on adjoining lands onto the Property; and
 - (ix) such other immaterial perfections or immaterial irregularities of title or Encumbrances.
- (mm) "**Person**" means a natural person, partnership, limited partnership, limited liability partnership, corporation, limited liability corporation, unlimited liability company, joint stock company, trust, unincorporated association, joint venture or other entity or Governmental Authority;
- (nn) "**Property**" means the mineral licenses depicted in Schedule B;
- (oo) "[**Definition Redacted**]"
- (pp) "**Property Rights**" has the meaning ascribed thereto in Section 5.2(m)(i);
- (qq) "**Release**" has the meaning prescribed in any Environmental Laws and includes any release, spill, leak, pumping, addition, pouring, emission, emptying, discharge, injection, escape, leaching, disposal, dumping, deposit, spraying, burial, abandonment, incineration, seepage, placement or introduction, whether accidental or intentional;
- (rr) [**Defined Term Redacted**]
- (ss) "**Tax Act**" means the *Income Tax Act* (Canada);
- (tt) "**Time of Closing**" means 10:00 a.m. (Vancouver time) on the Closing Date, or such other time as Vortex and BOSC may agree;
- (uu) "**U.S. Person**" has the meaning set out in Rule 902(k) of Regulation S under the U.S. Securities Act;
- (vv) "**U.S. Securities Act**" means the United States Securities Act of 1933, as amended;
- (ww) "**Vortex Financial Statements**" has the meaning ascribed thereto in Section 5.1(i);
- (xx) "**Vortex Public Disclosure Record**" means all prospectuses, management information circulars, news releases, reports, schedules, forms and other documents filed by Vortex on SEDAR since August 22, 2022; and
- (yy) "**Vortex Shares**" means the common shares in the capital of Vortex.

1.2 **Schedules.** The following schedules attached hereto constitute a part of this Agreement:

Schedule A — List of BOSC Shareholders.

Schedule B — Property.

Schedule C — Liabilities.

Schedule D — Bank Accounts.

1.3 **Certain Rules of Interpretation.** In this Agreement:

- (a) **Currency** — Unless otherwise specified, all references to money amounts are to lawful currency of Canada.
- (b) **Headings** — Headings of Articles and Sections are inserted for convenience of reference only and do not affect the construction or interpretation of this Agreement.
- (c) **Including** — Where the word "including" or "includes" is used in this Agreement, it means "including (or includes) without limitation".
- (d) **No Strict Construction** — The language used in this Agreement is the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Party.
- (e) **Number and Gender** — Unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.
- (f) **Statutory references** — A reference to a statute includes all regulations and rules made pursuant to such statute and, unless otherwise specified, the provisions of any statute, regulation or rule which amends, supplements or supersedes any such statute, regulation or rule.
- (g) **Time** — Time is of the essence in the performance of the Parties' respective obligations.
- (h) **Time Periods** — Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the next Business Day following if the last day of the period is not a Business Day.
- (i) **Knowledge** — Whenever in this Agreement a representation and warranty is qualified by the statement "to the knowledge" of a Party or any similar statement, that statement shall mean to the knowledge of the Party's directors and officers after having made due and reasonable enquiries and investigations.
- (j) **Entire Agreement** — This Agreement and the agreements and other documents required to be delivered pursuant to this Agreement, constitute the entire agreement between the Parties and set out all the covenants, promises, warranties, representations, conditions and agreements between the Parties in connection with the subject matter of this Agreement and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, pre-contractual or otherwise. There are no covenants, promises, warranties, representations, conditions, understandings or other agreements, whether oral or written, pre-contractual or otherwise, express, implied or collateral between the Parties in connection with the subject matter of this Agreement except as specifically

set forth in this Agreement and any document expressly required to be delivered pursuant to this Agreement.

2. PURCHASE AND SALE

2.1 **Agreement.** Subject to the terms and conditions of this Agreement, on the Closing Date, each of the BOSC Shareholders hereby agrees to sell, assign and transfer to Vortex all (and not less than all) of the BOSC Shares owned by such BOSC Shareholder, as set forth in Schedule A, being in the aggregate all of the issued and outstanding BOSC Shares, and Vortex agrees to purchase legal and beneficial ownership of the BOSC Shares owned by each of the BOSC Shareholder free and clear of all Encumbrances, with all rights and benefits attaching thereto, in exchange for the issuance of Vortex Shares to the BOSC Shareholders, on the basis of the Exchange Ratio, subject to any adjustment in the event of any stock splits, consolidations, stock dividends or other events affecting the outstanding Vortex Shares or BOSC Shares completed prior to the Time of Closing.

2.2 **Escrow -** Each BOSC Shareholder acknowledges and agrees that each BOSC Shareholder's Vortex Shares shall be subject to the following escrow arrangement (the "**Escrow Arrangement**"):

- (a) on the Closing Date, 1/10 of the pro rata Vortex Shares set forth opposite such BOSC Shareholder's name in Schedule A shall be released to such BOSC Shareholder;
- (b) six (6) months after the Closing Date, 1/4 of the remaining pro rata Vortex Shares set forth opposite such BOSC Shareholder's name in Schedule A shall be released to such BOSC Shareholder;
- (c) twelve (12) months after the Closing Date, 1/3 of the remaining pro rata Vortex Shares set forth opposite such BOSC Shareholder's name in Schedule A shall be released to such BOSC Shareholder;
- (d) eighteen (18) months after the Closing Date, 1/2 of the remaining pro rata Vortex Shares set forth opposite such BOSC Shareholder's name in Schedule A shall be released to such BOSC Shareholder; and
- (e) twenty-four (24) months after the Closing Date, the remaining pro rata Vortex Shares set forth opposite such BOSC Shareholder's name in Schedule A shall be released to such BOSC Shareholder.

The BOSC Shareholders will be the registered and beneficial owners of the Vortex Shares subject to the Escrow Arrangement and such Vortex Shares will at all times, including prior to release from the Escrow Arrangement entitle the BOSC Shareholders to the voting rights attached to the Vortex Shares. Notwithstanding the foregoing Escrow Arrangement, any BOSC Shareholder may transfer, sell or otherwise dispose of Vortex Shares issued pursuant to the terms of this Agreement pursuant to a third-party take-over bid made to all holders of Vortex Shares or in connection with a merger, business combination, arrangement, consolidations, reorganization, restructuring or similar transaction of all the Vortex Shares outstanding at any time, provided that in the event that such take-over bid or similar acquisition or transaction is not completed, such BOSC Shareholder's Vortex Shares shall remain subject to the restrictions contained herein. If during the period in which any of the Vortex Shares are retained in escrow pursuant hereto, any dividend is declared in respect of the Vortex Shares, any such dividend shall be forthwith paid or transferred to the respective BOSC Shareholder entitled thereto.

2.3 **Joint Election** – Each BOSC Shareholder will be entitled to file, in the prescribed form and no later than the time set forth under subsection 85(6) of the Tax Act, a joint election with Vortex pursuant to subsection 85(1) of the Tax Act in respect of the disposition by such BOSC Shareholder to Vortex of such BOSC Shareholder's BOSC Shares and, in this regard, Vortex will execute and return to

such BOSC Shareholder any such election form prepared by such BOSC Shareholder which complies with the requirements of the Tax Act, provided that such BOSC Shareholder bears the full responsibility for the proper completion and timely filing of such election form, compliance with the Tax Act in respect of such election form, and all tax consequences arising from the preparation and filing of such election form, and for clarity, the sole responsibility of Vortex will be to execute and return such election form to that BOSC Shareholder within 10 Business Days of being provided such election form and such BOSC Shareholder shall determine in their sole discretion the amount (the "**Elected Amount**") for the applicable BOSC Shares, provided such Elected Amount is allowable under subsection 85(1) of the Act.

2.4 **Acknowledgements.** Each of the BOSC Shareholders hereby acknowledges and agrees with Vortex as follows:

- (a) (i) no agency, Governmental Authority or other entity has made any finding or determination as to the merit for investment of, nor have any such agencies or Governmental Authorities made any recommendation or endorsement with respect to the Vortex Shares; (ii) there is no government or other insurance covering the Vortex Shares; and (iii) there are risks associated with the purchase of the Vortex Shares;
- (b) the purchase of the Vortex Shares has not been or will not be (as applicable) made through, or as a result of, and the distribution of the Vortex Shares is not being accompanied by, a general solicitation or advertisement including articles, notices or other communications published in any newspaper, magazine or similar media or broadcast over radio or television, or any seminar or meeting whose attendees have been invited by general solicitation or general advertising;
- (c) no prospectus or other offering document has been filed by Vortex with a securities commission or other securities regulatory authority in any province of Canada, or any other jurisdiction in or outside of Canada in connection with the issuance of the Vortex Shares hereunder, and such issuance is exempt from the prospectus requirements otherwise applicable under the provisions of Applicable Laws; and, as a result, in connection with its purchase of the Vortex Shares hereunder, as applicable;
 - (i) the BOSC Shareholder is restricted from using most of the protections, rights and remedies available under Applicable Laws including, without limitation, statutory rights of rescission or damages;
 - (ii) the BOSC Shareholder will not receive information that may otherwise be required to be provided to the BOSC Shareholder under Applicable Laws or contained in a prospectus prepared in accordance with Applicable Laws; and
 - (iii) Vortex is relieved from certain obligations that would otherwise apply under such Applicable Laws;
- (d) the BOSC Shareholder has been advised to consult its own legal advisors with respect to trading in the Vortex Shares and with respect to the resale restrictions imposed by Applicable Laws, and acknowledges that no representation has been made respecting the applicable hold periods imposed by Applicable Laws or other resale restrictions applicable to such securities which restrict the ability of the BOSC Shareholder to resell the Vortex Shares. The BOSC Shareholder is solely responsible to find out what these restrictions are, and the BOSC Shareholder is solely responsible (and Vortex is in no way responsible) for compliance with applicable resale restrictions;
- (e) the purchase of the BOSC Shares and the issuance of Vortex Shares will be made pursuant to applicable exemptions from the formal takeover bid requirements of Applicable

Laws and the exemption from the prospectus requirements of the Applicable Laws found in Section 2.16 of National Instrument 45-106 – *Prospectus Exemptions*; and

- (f) the BOSC Shareholder acknowledges that the BOSC Shareholder has been advised to consult its own legal advisor with respect to applicable resale restrictions and that it is solely responsible for complying with such restrictions.

3. COVENANTS AND AGREEMENTS

3.1 Given by Vortex. Vortex covenants and agrees with BOSC that Vortex will:

- (a) permit representatives of BOSC full access during Vortex's business hours to inspect Vortex's property, books and records including, without limitation, all of the assets, contracts, financial records and minute books of Vortex, so as to permit such investigation of Vortex as the representatives of BOSC deem reasonably necessary;
- (b) from and including the date of this Agreement through to and including the Time of Closing, do all such acts and things reasonably necessary to ensure that all of the representations and warranties of Vortex contained in this Agreement remain true and correct in all material respects and not do any such act or thing that would render any representation or warranty of Vortex untrue or incorrect in any material respect;
- (c) use its reasonable commercial efforts to obtain all necessary approvals as may be required for the performance of Vortex of its obligations under this Agreement prior to the Closing;
- (d) except as set out in this Agreement, not issue or reach any agreement or understanding with any other party to issue any securities without the prior written consent of BOSC;
- (e) comply with the terms of this Agreement and use commercially reasonable efforts seek to close the Acquisition by the Closing Date; and
- (f) promptly advise BOSC in writing of (A) any material fact or any material change that would constitute a Material Adverse Change; and (B) any breach by Vortex of any covenant or agreement contained in this Agreement.

3.2 Given by BOSC. BOSC covenants and agrees with Vortex that BOSC will:

- (a) permit representatives of Vortex full access during BOSC's business hours to inspect BOSC's property, books and records including, without limitation, all of the assets, contracts, financial records and minute books of BOSC, so as to permit such investigation of BOSC as Vortex deems reasonably necessary;
- (b) do all such acts and things reasonably necessary to ensure that all of the representations and warranties of BOSC contained in this Agreement remain true and correct in all material respects and not do any such act or thing that would render any representation or warranty untrue or incorrect in any material respect;
- (c) use its reasonable commercial efforts to obtain all necessary approvals as may be required for the performance of BOSC of its obligations under this Agreement;
- (d) except as set out in this Agreement, not issue or reach any agreement or understanding with any other party to issue any securities without the prior written consent of Vortex;
- (e) maintain the BOSC Assets in good standing free and clear of all liens, charges and Encumbrances except Permitted Encumbrances and those generally disclosed to Vortex;

- (f) comply with the terms of this Agreement and use commercially reasonable efforts to close the Acquisition by the Closing Date; and
- (g) promptly advise Vortex in writing of (A) any material fact or any material change that would constitute a Material Adverse Change; and (B) any breach by BOSC of any covenant or agreement contained in this Agreement.

During the period from the date of this Agreement to the Time of Closing, the BOSC also agrees to:

- (h) **Constituting Documents** — not alter or amend the constituting documents, including its articles and by-laws, in any manner that could adversely affect the success of the transactions contemplated by this Agreement, except as agreed to in writing by Vortex or as required to give effect to such transactions;
- (i) **Comply with Laws** — comply, in all material respects, will all Applicable Laws affecting the operation of BOSC and the BOSC Business; and
- (j) **Debt and Dividends** — not issue any securities of any kind, except as agreed to by Vortex in writing, declare or pay any dividends or distribute any of the BOSC Assets or the Property; and not to borrow any money or incur any indebtedness (except for trades payable in the Ordinary Course of Business).

3.3 **Given by the BOSC Shareholders.** Each of the BOSC Shareholders covenants and agrees with Vortex that such BOSC Shareholder will:

- (a) from and including the date of this Agreement through to and including the Time of Closing, do all such acts and things reasonably necessary to ensure that all of the representations and warranties of such BOSC Shareholder contained in this Agreement remain true and correct in all material respects and not do any such act or thing that would render any such representation or warranty untrue or incorrect in any material respect;
- (b) not transfer, sell, encumber or otherwise dispose of any of its BOSC Shares or any interest therein without the prior written consent of Vortex; and
- (c) comply with the terms of this Agreement and use commercially reasonable efforts seek to close the Acquisition by the Outside Date.

4. **CONDITIONS PRECEDENT**

4.1 **In favour of all parties.** The obligations of the Parties under this Agreement are subject to the fulfillment of the following conditions at or prior to the Closing:

- (a) this Agreement shall not have been terminated in accordance with its terms;
- (b) there shall be no prohibition under Applicable Laws against the consummation of the transactions contemplated by this Agreement; and
- (c) there shall be no Order or decree issued delaying, restricting or preventing, and no pending or threatened claim, judicial or administrative proceeding, or investigation against any Party by any Person for the purpose of enjoining, delaying, restricting or preventing the consummation of the transactions contemplated by this Agreement or otherwise claiming that this Agreement or the consummation of such transactions is improper or would give rise to proceedings under Applicable Laws.

4.2 **In favour of Vortex.** The BOSC Shareholders acknowledge and agree that the obligations of Vortex to complete the transactions contemplated by this Agreement, including the purchase of the BOSC Shares, shall be subject to the following conditions being satisfied on or prior to the Closing Date, which conditions are for the exclusive benefit of Vortex and may be waived, in whole or in part, by Vortex in its sole and absolute discretion:

- (a) the number of BOSC Shares purchased pursuant to this Agreement equals 100% of the issued and outstanding BOSC Shares;
- (b) BOSC having not more than 30,900,001 BOSC Shares issued and outstanding on the Closing Date;
- (c) the BOSC Shareholders and the BOSC board of directors will have given all necessary approvals for the entry into of this Agreement and all transactions to be completed by BOSC as contemplated hereunder;
- (d) BOSC and each of the BOSC Shareholders shall have complied in all material respects with all of their respective covenants and agreements contained in this Agreement, including, but not limited to, delivery of the Closing deliveries set forth in Section 6.2 and Vortex shall have received a certificate from BOSC confirming the performance or compliance, as the case may be, of BOSC with its respective covenants and agreements contained in this Agreement;
- (e) all of the representations and warranties of BOSC and the BOSC Shareholders made in or pursuant to this Agreement shall be true and correct in all material respects as at the Time of Closing and with the same effect as if made at and as of the Time of Closing (other than those that speak only as of a specific date, which shall be true and correct as of that date, and except as such representations and warranties may be affected by the occurrence of events or transactions expressly permitted by this Agreement) and Vortex shall have received a certificate from BOSC confirming the truth and correctness of its representations and warranties;
- (f) all consents, approvals, Orders and authorizations of any Person (and registrations, declarations, filings or recordings with any Governmental Authority), required to be obtained in connection with the completion of any of the transactions contemplated by this Agreement, the execution of this Agreement, the Closing or the performance of any of the terms and conditions of this Agreement, including and any consents required under Contracts, shall have been obtained at or before the Time of Closing on terms acceptable to Vortex, acting reasonably; and
- (g) there shall have been no Material Adverse Change in respect of BOSC since the date of the Letter of Intent.

The conditions precedent set forth above are for the exclusive benefit of Vortex and may be waived by Vortex in whole or in part on or before the Time of Closing as it sees fit to do so without prejudice to its rights of termination in the event of non-fulfilment of any other condition, in whole or in part, or to its rights to recover damages for the breach of any representation, warranty, covenant or condition contained in this Agreement. If any of the foregoing conditions in this Section 4.2 has not been fulfilled by the Time of Closing, or if any such condition is or becomes impossible to satisfy prior to the Outside Date, other than as a result of the failure of Vortex to comply with its obligations under this Agreement, then Vortex may terminate this Agreement by notice in writing to the BOSC Shareholders and BOSC.

4.3 **In favour of BOSC and the BOSC Shareholders.** The obligations of BOSC and the BOSC Shareholders under this Agreement are subject to the fulfilment of the following conditions:

- (a) Vortex shall have complied in all material respects with all of its covenants and agreements contained in this Agreement, including, but not limited to, delivery of the Closing deliveries set forth in Section 6.3, and BOSC shall have received a certificate from Vortex confirming the performance or compliance, as the case may be, of Vortex with its respective covenants and agreements contained in this Agreement;
- (b) the Vortex board of directors and, if necessary, the Vortex shareholders will have given all necessary approvals for the entry into of this Agreement and all transactions to be completed by Vortex as contemplated hereunder, including the issue of Vortex Shares pursuant to this Agreement;
- (c) all of the representations and warranties of Vortex made in or pursuant to this Agreement shall be true and correct in all material respects as at the Time of Closing and with the same effect as if made at and as of the Time of Closing (other than those that speak only as of a specific date, which shall be true and correct as of that date, and except as such representations and warranties may be affected by the occurrence of events or transactions expressly permitted by this Agreement) and BOSC shall have received a certificate from Vortex confirming the truth and correctness of such representations and warranties; and
- (d) there shall have been no Material Adverse Change in respect of Vortex since the date of the Letter of Intent.

The conditions precedent set forth above are for the exclusive benefit of BOSC and the BOSC Shareholders and may be waived by BOSC (on its own behalf) and the BOSC Shareholder Representative (on behalf of the BOSC Shareholders) in whole or in part on or before the Time of Closing as either of such Party sees fit to do so without prejudice to its rights of termination in the event of non-fulfilment of any other condition, in whole or in part, or to its rights to recover damages for the breach of any representation, warranty, covenant or condition contained in this Agreement. If any of the foregoing conditions in this Section 4.3 has not been fulfilled by the Time of Closing, or if any such condition is or becomes impossible to satisfy prior to the Outside Date, other than as a result of the failure of BOSC and/or any BOSC Shareholder (as applicable) to comply with its obligations under this Agreement, BOSC (on its own behalf) or the BOSC Shareholder Representative (on behalf of the BOSC Shareholders) may terminate this Agreement by notice in writing to Vortex.

5. REPRESENTATIONS AND WARRANTIES

5.1 **Concerning Vortex.** In order to induce BOSC and the BOSC Shareholders to enter into this Agreement and complete their respective obligations hereunder, Vortex represents and warrants to and covenants with BOSC and the BOSC Shareholders as follows:

- (a) **Incorporation and Qualification** —Vortex is a corporation duly incorporated and validly existing under the laws of the Province of British Columbia and has the corporate power to own and operate its property, carry on its business and enter into and perform its obligations under this Agreement. This Agreement has been duly executed and delivered by Vortex and constitutes a legal, valid and binding agreement of Vortex and is enforceable against Vortex in accordance with its terms and conditions, subject to applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights and remedies of creditors and the general principles of equity.
- (b) **Reporting Issuer** — Vortex is a reporting issuer (within the meaning of the *Securities Act* (British Columbia)) in British Columbia, Alberta and Ontario and is not on the list of reporting issuers in default under Applicable Laws in British Columbia, Alberta and Ontario. No delisting, suspension of trading in or cease trading order with respect to any securities of Vortex and, to the knowledge of Vortex, no inquiry or investigation (formal or informal) of

any Governmental Authority is in effect or ongoing or expected to be implemented or undertaken.

- (c) **Corporate Authority** — The execution, delivery and performance by Vortex of this Agreement and all other agreements and instruments to be executed by it as contemplated herein and the completion of the transactions contemplated hereunder and thereunder, have been duly authorized by all necessary corporate action on the part of Vortex, and no other corporate proceedings on its part are necessary to authorize this Agreement. The board of directors of Vortex has authorized the issuance of the Vortex Shares to be issued to the BOSC Shareholders hereunder. Vortex has the requisite corporate power, authority and capacity to enter into this Agreement and to perform its obligations hereunder. There is no Order outstanding against or affecting Vortex which, in any such case, affect adversely or might affect adversely the ability of Vortex to enter into this Agreement or to perform its obligations hereunder.
- (d) **No Conflict** — The execution and delivery of this Agreement by Vortex and the performance by Vortex of its obligations under this Agreement will not:
 - (i) conflict with, or result in the breach or the acceleration of any indebtedness under, or constitute default under, or entitle any other Person to terminate or amend or relieve any other Person of its obligations under, the constating documents of Vortex, or any indenture, mortgage, agreement, lease, licence or other instrument of any kind whatsoever to which Vortex is a party or by which it is bound, or any judgment or Order of any kind whatsoever of any court or administrative body of any kind whatsoever by which Vortex is bound;
 - (ii) result in the creation or imposition of any Encumbrance on any property or asset of Vortex; or
 - (iii) result in the violation of any Applicable Law.
- (e) **Vortex Shares** — The Vortex Shares to be issued to the BOSC Shareholders will, when issued in accordance with the terms of this Agreement, be duly authorized and validly issued as fully paid and non-assessable shares in the capital of Vortex. Upon their issuance in accordance with this Agreement, the Vortex Shares to be issued to the BOSC Shareholders will not have attached thereto any legend setting out resale restrictions, except for the legend attached pursuant to the Escrow Arrangement.
- (f) **Cease Trade Orders** — No order ceasing or suspending trading in the Vortex Shares (or any of them) or any other securities of Vortex is outstanding and no proceedings for that purpose have been instituted or, to the knowledge of Vortex, are pending, contemplated or threatened,
- (g) **Bankruptcy** — No act or proceeding has been taken by or against Vortex in connection with its liquidation, winding-up or bankruptcy, and, without limiting the generality of the foregoing, Vortex has not committed an act of bankruptcy or sought protection from its creditors before any court or pursuant to any legislation, proposed a compromise or arrangement to its creditors generally, taken any proceeding with respect to a compromise or arrangement, taken any action to be declared bankrupt or wound up, taken any action to have a receiver appointed of any of its assets, had any person holding any Encumbrance or receiver take possession of any of its property, had an execution or distress become enforceable or levied upon any portion of its property or had any petition for a receiving order in bankruptcy filed against it. Vortex will not become an insolvent person as a result of the Closing.

- (h) **Public Disclosure** – Vortex has filed all documents required to be filed by it in accordance with Applicable Laws. Vortex has filed all necessary documents and information required to be filed with Governmental Authorities (including the Canadian Securities Exchange). All such documents and information comprising the Vortex Public Disclosure Record, as of their respective date (and the dates of any amendments thereto):
 - (i) did 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 therein, in light of the circumstances in which they were made, not misleading; and
 - (ii) complied in all material respects with the requirements of Applicable Laws, and any amendments to the Vortex Public Disclosure Record required to be made have been filed on a timely basis with the Governmental Authorities (including the Canadian Securities Exchange).
- (i) **Vortex Financial Statements**— Vortex’s audited financial statements as at and for the period from incorporation on July 13, 2021 to June 30, 2022 and unaudited financial statements as at and for the three and six months’ ended December 31, 2021 and December 31, 2022 (in each case including the notes thereto) (collectively, the “**Vortex Financial Statements**”) were prepared in accordance with International Financial Reporting Standards as issued by the International Accounting Standards Board (“**IFRS**”) consistently applied (except as otherwise indicated in such financial statements and the notes thereto or in the related report of Vortex’s independent auditors) and fairly present in all material respects the financial position, results of operations and changes in equity of Vortex as of the dates thereof and for the periods indicated therein and reflect reserves required by IFRS in respect of all material contingent liabilities, if any, of Vortex. There has been no material change in Vortex’s accounting policies, except as described in the notes to the Vortex Financial Statements, since June 30, 2022.
- (j) **No Undisclosed Liabilities** – Vortex has no outstanding indebtedness or liabilities and is not a party to or bound by any surety-ship, guarantee, indemnification or assumption agreement, or endorsement of, or any other similar commitment with respect to the obligations, liabilities or indebtedness of any Person, other than those specifically identified in the Vortex Financial Statements or incurred in the ordinary course of business of Vortex since December 31, 2022.
- (k) **No Material Change** – Since December 31, 2022, there has been no material change in respect of Vortex which has not been disclosed in the Vortex Public Disclosure Record, and the debt, business and material property of Vortex conform in all material respects to the description thereof contained in the Vortex Public Disclosure Record.
- (l) **Litigation** - There are no claims, investigations or other proceedings, including appeals and applications for review, in progress, or, to the knowledge of Vortex, pending or threatened against or relating to Vortex before any Governmental Authority, which, if determined adversely to Vortex, would, (i) have a Material Adverse Change; (ii) enjoin, restrict or prohibit the issuance of the Vortex Shares as contemplated by this Agreement; or (iii) delay, restrict or prevent Vortex from fulfilling any of its obligations set out in this Agreement or arising from this Agreement, and to the knowledge of Vortex, there is no existing ground on which any such action, suit, litigation or proceeding might be commenced with any reasonable likelihood of success.
- (m) **Compliance with Anti-Corruption Laws** — Vortex nor any director, officer, employee, agent or other Person acting on behalf of Vortex has, in relation to the business of Vortex:
 - (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity;

- (ii) made any direct or indirect unlawful payment to any foreign or domestic Governmental Authorities from corporate funds;
- (iii) violated or is in violation of any provision of Anti-Corruption Laws applicable to Vortex;
- (iv) made any unlawful bribe, rebate, payoff, influence payment, kickback or other unlawful payment in violation of any Anti-Corruption Laws; or
- (v) employed any government or political official of any country to act on behalf of Vortex.

No action, suit or proceeding by or before any Governmental Authority or any arbitrator involving Vortex with respect to Anti-Corruption Laws is pending or, to the knowledge of the management of BOSC, threatened.

- (n) **Compliance with Anti-Money Laundering Laws** — The business of Vortex has been conducted in compliance with Anti-Money Laundering Laws applicable to Vortex and no action, suit, or proceeding by or before any Governmental Authority or any arbitrator involving Vortex with respect to Anti-Money Laundering Laws is pending or, to the knowledge of Vortex, threatened.
- (o) **Complete Disclosure**
 - (i) To the best of its knowledge, information and belief, all documents and written information delivered by Vortex or its representatives under or in connection with this Agreement to BOSC or its representatives are complete and correct in all material respects as of the date of this Agreement.
 - (ii) To the best of its knowledge, information and belief, Vortex has not withheld from BOSC any material information necessary to enable BOSC and the BOSC Shareholders to make an informed assessment and valuation of the business, assets and liabilities of Vortex.

5.2 **Concerning BOSC.** In order to induce Vortex to enter into this Agreement and complete its respective obligations hereunder, BOSC represents and warrants to and covenants with Vortex each of the matters set out in this Section 5.2 and acknowledges and confirms that Vortex is relying upon the accuracy of such representations and warranties in connection with the purchase of the BOSC Shares:

- (a) **Incorporation and Qualification** — BOSC is a corporation duly incorporated and validly existing under the laws of the Province of British Columbia and has all necessary corporate power, authority and capacity to own, lease and/or operate (as applicable) the BOSC Assets and Property, conduct the BOSC Business as presently conducted, and to enter into and execute this Agreement and to carry out its obligations hereunder.
- (b) **Due Authorization and Enforceability of Obligations** — BOSC has duly executed this Agreement, and this Agreement and the other agreements to be entered into by BOSC pursuant hereto constitute legal, valid and binding obligations of BOSC, enforceable against BOSC in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency and other Applicable Laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

(c) **Absence of Conflict**

(i) The execution and delivery of this Agreement by BOSC and the performance by BOSC of its obligations under this Agreement will not (following the receipt of any approvals or consents contemplated hereunder, including the execution by BOSC of the **[Defined Term Redacted]**):

- A. conflict with, or result in the breach or the acceleration of any indebtedness under, or constitute default under, or entitle any other Person to terminate or amend or relieve any other Person of its obligations under, the constating documents of BOSC, or any indenture, mortgage, Contract, lease, licence or other instrument of any kind whatsoever to which BOSC is a party or by which it is bound, or any judgment or Order of any kind whatsoever of any court or administrative body of any kind whatsoever by which BOSC is bound;
- B. result in the creation or imposition of any Encumbrance on any BOSC Asset; or
- C. result in the violation of any Applicable Law.

(ii) Other than pursuant to the **[Defined Term Redacted]**, the transactions contemplated by this Agreement, including the sale and transfer of the BOSC Shares, are not subject to any right of first refusal or other right in favour of any Person under any Law, License, Order or, to the knowledge of BOSC, any Contract, other than the requirement for the board of directors of BOSC to approve the transfer of the BOSC Shares.

(d) **Required Approvals** — Other than as contemplated hereunder, there is no requirement to obtain any third party consent or approval as a condition to the lawful completion by BOSC of the transactions contemplated by this Agreement.

(e) **Corporate Authority** — The execution, delivery and performance by BOSC of this Agreement and all other agreements and instruments to be executed by it as contemplated herein and the completion of the transactions contemplated hereunder and thereunder, have been duly authorized by all necessary corporate action on the part of BOSC, and no other corporate proceedings on its part are necessary to authorize this Agreement. There is no Order outstanding against or affecting BOSC which, in any such case, affect adversely or might affect adversely the ability of BOSC to enter into this Agreement or to perform its obligations hereunder.

(f) **Corporate Records** — The corporate records, including all constating documents, minutes of meetings and resolutions of shareholders, directors and any committees, the share certificates, register of securityholders and register of directors of BOSC are complete and accurate in all material respects and all corporate proceedings and actions reflected in such corporate records have been conducted or taken in material compliance with all Applicable Laws and with the constating documents of BOSC and such corporate records contain all minutes of all meetings and all resolutions of the directors (and any committees of such directors) and shareholders of BOSC as at the date hereof and at the Closing Date will contain all minutes of all meetings and all resolutions of the directors (and any committees of such directors) and shareholders of BOSC. The constating documents of BOSC are in the form contained in its respective minute books and no modifications or alterations have been proposed or approved by its shareholders. BOSC has never been subject to, or affected by, any unanimous shareholders agreement. True, correct and complete copies of all constating documents of BOSC, share certificates representing the BOSC Shares (if any) and all of the resolutions adopted by the shareholders and directors

of BOSC have been delivered to Vortex. The Books and Records of BOSC fairly and correctly disclose all material transactions (including, without limitation, all issuances of securities) of BOSC.

- (g) **Authorized and Issued Capital** — The authorized capital of BOSC consists of an unlimited number of common shares, of which 30,900,001 fully paid and non-assessable BOSC Shares are validly issued and outstanding as of the date hereof. A true and complete list of the BOSC Shareholders, their names, addresses and holdings of BOSC Shares is set out in Schedule A. Except with respect to the **[Defined Term Redacted]**, the BOSC Shares have been duly and validly issued in compliance with (i) all Applicable Laws, (ii) the articles and other constating documents of BOSC, and (iii) any Contract to which BOSC is a party or by which it is bound, and are outstanding as fully paid and non-assessable shares in the capital of BOSC.
- (h) **Outstanding Securities** — Other than the BOSC Shares, **[Defined Term Redacted]** and the **[Defined Term Redacted]**, 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 BOSC (as that term is defined in the Securities Act (British Columbia)) or other rights to purchase shares or other securities of BOSC and no securities or obligations convertible into or exchangeable for shares or other securities of BOSC have been authorized or agreed to be issued or are outstanding, and except for the Vortex's rights under this Agreement and the back-in right provided for under the **[Defined Term Redacted]**, other than pursuant to the **[Defined Term Redacted]** and the **[Defined Term Redacted]**, no Person has any written or oral agreement, option or warrant, or any right or privilege (whether by Applicable Law, pre-emptive or contractual) capable of becoming such for the purchase, subscription, allotment or issuance of the unissued shares or other securities or the BOSC Assets of BOSC.
- (i) **No Agreements to Purchase** — Other than the **[Defined Term Redacted]** and **[Defined Term Redacted]**, there are no options, agreements, rights of first refusal or other rights capable of becoming such to acquire all or any part of the BOSC Shares. Other than with respect to the **[Defined Term Redacted]**, there are no investor rights agreements, shareholders' agreements, pooling agreements, voting trusts or other similar Contracts with respect to the ownership or voting of any of the shares in the capital of BOSC.
- (j) **No Subsidiaries** — BOSC does not have any subsidiaries or own or have any interest in, directly or indirectly, any shares or other ownership interest in any other Person, and BOSC is not a party to any Contract of any nature to acquire any such shares or other ownership interest or to acquire or lease any other business operations.
- (k) **Dividends and Distributions** — No dividends or other distributions of any kind whatsoever on any shares in the capital of BOSC have been made, declared or authorized.
- (l) **Compliance with Laws** — To the best of its knowledge, BOSC has conducted and is conducting its business in compliance with all Applicable Laws in the jurisdictions in which such business is carried on.
- (m) **Property**
 - (i) BOSC holds mineral licenses and exploration approvals in Newfoundland and Labrador (collectively, the **"Property Rights"**) in respect of the Mineral Rights located in the Property under valid, subsisting and enforceable title documents or other recognized and enforceable agreements or instruments and, except for Permitted Encumbrances, BOSC holds its interest in the Property free and clear of any Encumbrances.

- (ii) Schedule "B" sets forth a true and complete list of all Property Rights comprising the Property.
- (iii) Subject to any limitations imposed by Applicable Law, BOSC has access to the Property to enable it to explore for minerals and the exclusive right under the *Mineral Act* (Newfoundland and Labrador) to acquire mineral titles and develop a mining project thereon, in each case where conditions of the *Mineral Act* (Newfoundland and Labrador) have been met, and the terms of the Property Rights comprising the Property and Applicable Law permit full, legal, binding and valid consent to access the surface area covered by the Property to explore for minerals and develop a mining project thereon.
- (iv) There are no royalty or similar obligations in place with respect to the Property and no Person other than BOSC has any interest in the Property or any Property Rights or the production of profits therefrom.
- (v) Except for the back-in right granted pursuant to the **[Defined Term Redacted]**, there are no back-in rights, earn-in rights, rights of first refusal or similar provisions or rights which would affect the Property.
- (vi) All of the Property Rights have been properly located and recorded in compliance with Applicable Law and are comprised of valid and subsisting mineral licenses.
- (vii) The Property Rights are in good standing under Applicable Law, and all work required to be performed and filed in respect thereof has been performed and filed, all taxes, rentals, fees, expenditures and other payments in respect thereof have been paid or incurred and all filings in respect thereof have been made.
- (viii) BOSC has not received any notices, whether written or oral, of any revocation or intention to revoke any interest of BOSC in the Property or any of the Property Rights.
- (ix) There is no adverse claim against or challenge to the title to the Property Rights or the Mineral Rights, including any asserted aboriginal title or other rights from Aboriginal Peoples, communities or Governmental Authorities, and no such claim or challenge has been threatened or, to the knowledge of BOSC, is in process.
- (x) No portion of the Property is within any protected area, conservation area, rescued area, reserve, reservation, reserved area, resource management zone or special needs lands as designated by any Governmental Authority which could impair the operation and development of the Property, and the Property does not lie within any other lands in which Mineral Rights cannot be acquired.
- (xi) All Property Rights in respect of the Property have been validly registered and recorded in accordance with Applicable Law and are valid and subsisting, and each of the Property Rights and each of the documents, agreements and instruments and obligations relating thereto referred to above is currently in good standing in the name of BOSC.
- (xii) No restrictions have been imposed by any Governmental Authority on the rights of entry and exit to and from the Property nor has there been any interference from any other Person with respect to access rights.

- (xiii) There is no claim or, to the knowledge of BOSC, the basis for any claim that could reasonably be expected to adversely affect the right of BOSC to use, transfer or otherwise explore, develop or mine mineral deposits on the Property.
 - (xiv) **[Representation Redacted]**
 - (xv) The **[Defined Term Redacted]** is in full force and effect, unamended, and constitutes a legal, valid and binding obligation of each of BOSC and **[Name Redacted]** in accordance with its terms. Neither BOSC, nor, to the knowledge of BOSC, **[Name Redacted]** is in default under or in breach of the **[Defined Term Redacted]**. BOSC has not received any notice of default or termination under, the **[Defined Term Redacted]**, and, to BOSC's knowledge, there exists no state of facts which, after notice or lapse of time, or both, would constitute such a default or breach.
- (n) **Compliance with Licenses and Permits**
- (i) BOSC holds all licenses, permits (including, without limitation, Environmental Permits), registrations, qualifications, authorizations, certifications consents, approvals, directives, franchises, instructions, notices, certificates, waivers, variances, exemptions, rights and entitlements (collectively, the "**Licenses**") of the appropriate Governmental Authorities in each jurisdiction in which the nature or conduct of the BOSC Business or any part thereof or the nature of the BOSC Assets or properties of BOSC makes such qualification necessary or desirable to enable the BOSC Business to be carried on as now conducted or to enable the BOSC Assets or properties of BOSC to be owned, leased or operated as now owned, leased or operated.
 - (ii) All of the Licenses are valid, subsisting, in good standing, and in full force and effect, and BOSC and, to the knowledge of BOSC, each of its directors, officers and employees operates and has operated BOSC Business in compliance with all of the material terms and conditions of the Licenses. All of such Licenses are and will be as of the Closing Date in full force and effect and with no material default thereunder. Neither BOSC, nor, to the knowledge of BOSC, any of its directors, officers and/or employees has received any correspondence or notice from any Governmental Authority alleging or asserting non-compliance with any License by BOSC or any of its directors, officers and/or employees and there are no claims or other action from or by any Governmental Authority or any other Person in progress, pending, or to the knowledge of BOSC, threatened, that could result in the modification, suspension, termination, revocation or cancellation of, any License, and BOSC has no knowledge or reason to believe that any such Governmental Authority or other Person is considering or would have reasonable grounds to consider any such claim or other action.
 - (iii) BOSC does not hold or use any facilities, either directly or through Contract with a third party.
- (o) **Intellectual Property** — Except pursuant to the **[Defined Term Redacted]**, BOSC has no Intellectual Property registered to, issued to, applied for, owned by, licensed to or used by BOSC in carrying on the BOSC Business, other than Intellectual Property which is not material to the BOSC Business.
- (p) **Product and Service Warranties** — BOSC has not provided to any Person any written or oral product or services warranties or guarantees.

- (q) **No Defaults** — Except with respect to the **[Defined Term Redacted]** and the **[Defined Term Redacted]**, BOSC is not in default of any material term, covenant or condition under or in respect of any Contract to which it is a party or to which it or any of the BOSC Assets or the Property are or may be subject, and, except with respect to the **[Defined Term Redacted]** and the **[Defined Term Redacted]**, no event has occurred and is continuing, and no circumstance exists which has not been waived, which constitutes or could result in a violation, contravention, breach or default by BOSC of, create an Encumbrance under, or cause the acceleration or termination of any obligations of BOSC or decrease of any rights or entitlements of BOSC, in respect of any such Contract.
- (r) **Environmental Matters** — To the knowledge of BOSC, there are no Hazardous Materials located on, at, in or under any of the immovable properties currently used by the BOSC or over which it has or had charge, management or control. BOSC and, to the knowledge of BOSC, each of its directors and officers: (a) have conducted and are conducting the BOSC Business in compliance in all material respects with all applicable Environmental Laws and all terms and conditions of all Environmental Permits; (b) have not received any Order, request or notice from any Person alleging a violation of any Environmental Law; (c) are not a party to any claim, nor, to the knowledge of BOSC, is any claim threatened against the BOSC, any director, officer or employee of BOSC or the BOSC Assets or the Property, which in either case, asserts or alleges (i) that it violated any Environmental Laws, (ii) that it is required to clean up, remove or take remedial or other response action due to the Release of any Hazardous Materials, or (iii) that it is required to pay all or a portion of the cost of any past, present or future cleanup, removal or remedial or other response action which arises out of or is related to the Release of any Hazardous Materials; and (d) are not subject to Order related to or arising out of applicable Environmental Law and, to the knowledge of BOSC, BOSC has not been named or listed as a potentially responsible party by any Governmental Authority in a matter arising under any Environmental Laws.
- (s) **Partnerships or Joint Ventures** — BOSC is not a partner or participant in any partnership, joint venture, profit-sharing arrangement or other association of any kind and is not a party to any agreement under which BOSC agrees to carry on any part of the BOSC Business in such manner or by which BOSC agrees to share any revenue or profit of the BOSC Business with any other Person.
- (t) **Employees**
- (i) As at the date hereof, BOSC has no full or part-time employees, independent contractors or other non-employees who supply their services under personal services contracts.
- (ii) BOSC does not maintain, sponsor or fund any employee benefit, supplemental unemployment benefit, bonus, incentive, profit sharing, termination, change of control, pension, health, welfare, life insurance or similar plan.
- (u) **Change of Control Payments** — BOSC is not party to any agreement, Contract, understanding or arrangement which would give rise to any change in control, severance, termination or similar payment obligation on the part of BOSC as a result of consummating the transactions contemplated by this Agreement.
- (v) **Liabilities**
- (i) As of the date hereof, BOSC has the Liabilities, including the Accounts Payable and the Accrued Liabilities, as set out at Schedule C of this Agreement. Other than as set out in Schedule C of this Agreement, BOSC does not have any Liabilities.

- (ii) BOSC has not given or agreed to give, nor is it a party to or bound by, any guarantee, surety or indemnity in respect of indebtedness, or other obligations, of any Person, or any other commitment by which either BOSC is, or is contingently, responsible for such indebtedness or other obligations.
- (w) **Absence of Certain Changes or Events** - Since March 30, 2022, BOSC has not, except pursuant to the **[Defined Term Redacted]**, the **[Defined Term Redacted]**, the **[Defined Term Redacted]** or the **[Defined Term Redacted]** and except for the matters disclosed in the Schedules to this Agreement:
- (i) incurred any obligation or Liability (fixed or contingent), except normal trade or business obligations incurred in the Ordinary Course of Business, or in connection with the transactions contemplated hereunder;
 - (ii) incurred any obligation or Liability (fixed or contingent) in excess of \$25,000 (excluding reasonable costs of legal counsel incurred in connection with the transactions contemplated by this Agreement);
 - (iii) created any Encumbrance upon any of its properties or BOSC Assets related to the BOSC Business;
 - (iv) had any employee terminate his or her employment or communicate his or her intention to do so;
 - (v) sold, assigned, transferred, leased or otherwise disposed of any BOSC Assets other than in the Ordinary Course of Business;
 - (vi) except for the Property, purchased, leased or otherwise acquired any properties or BOSC Assets other than in the Ordinary Course of Business;
 - (vii) waived, cancelled or written off any rights, Claims or any amounts payable to BOSC relating to the BOSC Business other than in the Ordinary Course of Business;
 - (viii) declared or paid any dividend or made any other distribution in respect of any of its shares of any class, or reduced its authorized capital or issued capital;
 - (ix) entered into any transaction, Contract, agreement or commitment requiring BOSC to pay, or entitling BOSC to receive more than \$25,000 (excluding reasonable costs of legal counsel incurred in connection with the transactions contemplated by this Agreement);
 - (x) except for the amending agreement entered into by BOSC with Butler Corporation SpA on November 28, 2022 (and the associated documents), entered into any transaction, Contract, agreement or commitment other than in the Ordinary Course of Business;
 - (xi) terminated, discontinued, closed or disposed of any office, facility, operation or Contract relating to the BOSC Business;
 - (xii) made any material change with respect to any method of management, operation or accounting in respect of the BOSC Business;
 - (xiii) changed or modified the terms and conditions of employment of any employees including increasing any form of compensation or other benefits payable or to

become payable to any of the employees, other than changes in the Ordinary Course of Business;

- (xiv) increased any remuneration payable or benefits provided to any current officer, director, consultant or agent of the BOSC Business;
 - (xv) suffered any extraordinary losses;
 - (xvi) incurred or suffered any Material Adverse Change, or become aware of any event or condition that would, or could reasonably be expected to, result in a Material Adverse Change; or
 - (xvii) authorized, agreed or otherwise become committed to do any of the foregoing.
- (x) **Insolvency** — No act or proceeding has been taken by or against BOSC in connection with its liquidation, winding-up or bankruptcy, and, without limiting the generality of the foregoing, BOSC has not committed an act of bankruptcy or sought protection from its creditors before any court or pursuant to any legislation, proposed a compromise or arrangement to its creditors generally, taken any proceeding with respect to a compromise or arrangement, taken any action to be declared bankrupt or wound up, taken any action to have a receiver appointed of any of the BOSC Assets, had any person holding any Encumbrance or receiver take possession of any of its property, had an execution or distress become enforceable or levied upon any portion of its property or had any petition for a receiving order in bankruptcy filed against it.
- (y) **No Contemplated Changes** — Except pursuant to this Agreement and the transactions contemplated hereby and the back-in right provided for pursuant to the **[Defined Term Redacted]**, BOSC has not approved or entered into any agreement in respect of (a) the purchase of material BOSC Assets or any interest therein or, the sale, transfer or other disposition of any material portion of its BOSC Assets or any interest therein currently owned, directly or indirectly, by BOSC whether by asset sale, transfer of shares or otherwise; or (b) the change of control (by sale or transfer of shares or sale of all or substantially all of the property and BOSC Assets) of BOSC.
- (z) **Litigation**
- (i) There are no claims, investigations or other proceedings, including appeals and applications for review, in progress, or, to the knowledge of BOSC, pending or threatened against or relating to BOSC before any Governmental Authority, which, if determined adversely to BOSC, would, (i) have a Material Adverse Change; (ii) enjoin, restrict or prohibit the transfer of all or any part of the BOSC Shares as contemplated by this Agreement; (iii) delay, restrict or prevent BOSC from fulfilling any of its obligations set out in this Agreement or arising from this Agreement; or (iv) the right of BOSC to conduct its operations and carry on the BOSC Business in the ordinary course consistent with past practice, and, except with respect to the matters covered by the **[Defined Term Redacted]**, to the knowledge of BOSC, there is no existing ground on which any such action, suit, litigation or proceeding might be commenced with any reasonable likelihood of success.
 - (ii) There is no judgment, decree, injunction, rule or Order of any Governmental Authority or arbitrator outstanding against BOSC. BOSC has not undergone in the last five years nor is currently undergoing any audit, review, inspection, investigation, survey or examination of records by a Governmental Authority relating to the BOSC Business.

- (aa) **Accruals** — Except as disclosed in the Schedules to this Agreement, BOSC does not have any accruals for unpaid vacation pay, premiums for unemployment insurance, health premiums, federal, state, provincial or local pension plan premiums, accrued wages, salaries and commissions and payments for any plan for any officer, director, employee or consultant of BOSC.
- (bb) **Taxes**
- (i) All tax returns and reports of BOSC required by law to have been filed, if any, have been filed and are substantially true, complete and correct and all taxes and other government charges of any kind whatsoever of BOSC that are required to be paid have been paid.
 - (ii) Adequate provision has been made for taxes payable by BOSC for the current period for which tax returns are not yet required to be filed and there are no agreements, waivers or other arrangements of any kind whatsoever providing for an extension of time with respect to the filing of any tax return by, or payment of, any tax or governmental charge of any kind whatsoever by BOSC.
 - (iii) BOSC is not aware of any contingent tax liabilities of BOSC of any kind whatsoever or any grounds which would prompt a reassessment of BOSC.
 - (iv) BOSC has made all collections, deductions, remittances and payments of any kind whatsoever and filed all reports and returns required by it to be made or filed under the provisions of all Applicable Laws requiring the making of collections, deductions, remittances or payments of any kind whatsoever in those jurisdictions in which BOSC carries on business.
- (cc) **Material Contracts** — Other than as generally disclosed to Vortex, there are no material contracts of BOSC. Except with respect to the **[Defined Term Redacted]** and the **[Defined Term Redacted]**, BOSC has performed all of the obligations required to be performed by it and, to the best of the knowledge of BOSC, BOSC is entitled to all benefits under its material contracts. Except with respect to the **[Defined Term Redacted]** and **[Defined Term Redacted]**, BOSC is not in default of any such material contract.
- (dd) **Bank Accounts** — Schedule D of this Agreement sets forth a true, correct and complete list of all of the bank accounts of BOSC, including account details and branch locations.
- (ee) **Broker and Finder's Fees** — BOSC does not owe nor is it aware of any claim for any broker, agency, finder's fee or commission in connection with the transactions contemplated by this Agreement payable by BOSC.
- (ff) **Complete Disclosure**
- (i) To the best of BOSC's knowledge, information and belief, all documents and written information delivered by BOSC or its representatives under or in connection with this Agreement to Vortex or its representatives are complete and correct in all material respects as of the date of this Agreement.
 - (ii) To the best of BOSC's knowledge, information and belief, BOSC has not withheld from Vortex any material information necessary to enable Vortex to make an informed assessment and valuation of the business, assets and liabilities of BOSC.
- (gg) **Compliance with Anti-Corruption Laws** — BOSC nor any director, officer, employee, agent or other Person acting on behalf of BOSC has, in relation to the BOSC Business:

- (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity;
- (ii) made any direct or indirect unlawful payment to any foreign or domestic Governmental Authorities from corporate funds;
- (iii) violated or is in violation of any provision of Anti-Corruption Laws applicable to BOSC;
- (iv) made any unlawful bribe, rebate, payoff, influence payment, kickback or other unlawful payment in violation of any Anti-Corruption Laws; or
- (v) employed any government or political official of any country to act on behalf of BOSC.

No action, suit or proceeding by or before any Governmental Authority or any arbitrator involving BOSC with respect to Anti-Corruption Laws is pending or, to the knowledge of BOSC, threatened.

- (hh) **Compliance with Anti-Money Laundering Laws** — The BOSC Business has been conducted in compliance with Anti-Money Laundering Laws applicable to BOSC and no action, suit, or proceeding by or before any Governmental Authority or any arbitrator involving BOSC with respect to Anti-Money Laundering Laws is pending or, to the knowledge of BOSC, threatened.
- (ii) **Not a Reporting Issuer, No Published Market** — BOSC is not a "reporting issuer" (within the meaning of the *Securities Act* (British Columbia) in any jurisdiction and there is no published market for the BOSC Shares.

5.3 **Concerning the BOSC Shareholders.** Each BOSC Shareholder severally (and not jointly and severally) represents and warrants, in respect of themselves only, as follows to Vortex each of the matters set out in this Section 5.3, and acknowledges and confirms that Vortex is relying upon the accuracy of such representations and warranties in connection with its purchase of the BOSC Shares:

- (a) **Qualification** — If the BOSC Shareholder is an individual, such BOSC Shareholder has the individual legal capacity under the laws of the Province of British Columbia, the federal laws of Canada or such other jurisdiction in which he/she is resident, as applicable, to enter into this Agreement and the other agreements contemplated herein, and to observe and perform his/her covenants and obligations under this Agreement and the other agreements contemplated herein. If such BOSC Shareholder is not an individual, such BOSC Shareholder is duly incorporated and validly existing under the laws of its jurisdiction of incorporation, has the necessary corporate capacity and authority to execute and delivery this Agreement and the other agreements contemplated herein and to observe and perform its covenants and obligations under this Agreement and the other agreements contemplated herein and has taken all necessary corporate action in respect thereof.
- (b) **Binding Agreement** — The BOSC Shareholder has duly executed this Agreement, and this Agreement and the other agreements to be entered into by the BOSC Shareholder pursuant hereto constitute legal, valid and binding obligations of such BOSC Shareholder, enforceable against such BOSC Shareholder in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency and other Applicable Laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

- (c) **Status of the BOSC Shareholders and Right to Sell**
- (i) The BOSC Shareholder is the sole registered and beneficial owner of the BOSC Shares specified as being owned by such BOSC Shareholder on Schedule A (the "**BOSC Shareholder's BOSC Shares**"), with good and marketable title thereto, free and clear of all Encumbrances, such BOSC Shares are validly issued and outstanding as fully paid and non-assessable securities in the capital of BOSC and such BOSC Shareholder's BOSC Shares represent all of the BOSC Shares legally or beneficially owned by such BOSC Shareholder.
 - (ii) The BOSC Shareholder holds no other shares or securities in the capital of BOSC other than the BOSC Shareholder's BOSC Shares, and it holds no right, privilege, option, warrant or agreement to purchase or otherwise acquire, directly or indirectly, any other shares or securities in the capital of BOSC.
 - (iii) The BOSC Shareholder is not party to any voting trust, pool agreement, escrow agreement, or other Contract with respect to the voting, redemption, sale, pledge, transfer or other disposition of the BOSC Shareholder's BOSC Shares. The BOSC Shareholder is not a party to any Contract of guarantee or indemnification or any similar commitment of the obligations of any other Person where enforcement against the BOSC Shareholder in respect of such agreement could result in an Encumbrance on the BOSC Shareholder's BOSC Shares. The BOSC Shareholder's BOSC Shares are not subject to the terms of any shareholders' or similar Contract. The BOSC Shareholder has the exclusive right to dispose of its BOSC Shareholder's BOSC Shares as provided in this Agreement.
 - (iv) No Person, other than Vortex, has any Contract, option, understanding, or commitment, or any right or privilege (whether by law, pre-emptive right, or contractual provision) capable of becoming a Contract, option, or commitment, for the purchase or other acquisition of any of the BOSC Shareholder's BOSC Shares.
 - (v) On Closing, Vortex will have good and valid title to such BOSC Shares.
- (d) **Absence of Conflicts** — The BOSC Shareholder is not a party to, bound or affected by or subject to any (a) Contract, (b) charter or by-law, other constituting documents, or any resolutions of directors, shareholders or stakeholders (c) Applicable Laws, Licenses, or Orders that would be violated, contravened, offended against, breached by, or under which default would occur or an Encumbrance would be created, with or without notice or the passage of time, as a result of the execution and delivery of, or the performance of obligations under, this Agreement or any other agreement to be entered into under the terms of this Agreement.
- (e) **Contractual and Regulatory Approvals** — Other than the approval of the board of directors of BOSC to the transfer of the BOSC Shareholder's BOSC Shares, no Order, license, consent of, notice to, or filing with any Governmental Authority or other Person is required on the part of the BOSC Shareholder in connection with the execution, delivery and performance of this Agreement or any other documents and agreements to be delivered under this Agreement or the performance of the obligations of the BOSC Shareholder under this Agreement or any other documents and agreements to be delivered under this Agreement.
- (f) **Litigation** — There are no Claims by any Person or by or before any Governmental Authority, in either case, pending or threatened against or affecting the BOSC Shareholder that could affect the ability of the BOSC Shareholder to convey to Vortex full right, title and interest in and to the BOSC Shares, and there is no valid basis for any such Claim by or against the BOSC Shareholder.

- (g) **No Purchase or Offer in the United States** — The BOSC Shareholder is not, and is not acquiring the Vortex Shares for the account or benefit of, a U.S. Person under the U.S. Securities Act or for resale in the United States or to a U.S. Person in violation of United States federal or state securities laws, was not offered the Vortex Shares in the United States, did not execute or deliver this Agreement or related documents in the United States and confirms that no act, solicitation, conduct or negotiation directly or indirectly in furtherance of the purchase of the Vortex Shares hereunder has occurred in the United States.

The BOSC Shareholder acknowledges that the Vortex Shares have not been, nor will they be, registered under the U.S. Securities Act or the securities laws of any state, and may not be offered or sold in the United States or to a U.S. Person, unless an exemption from the registration requirements under the U.S. Securities Act and applicable state securities laws is available, and agrees not to offer, or sell the Vortex Shares in the United States or to a U.S. Person, unless Vortex consents to such offer or sale and an exemption from registration under the U.S. Securities Act and applicable state securities laws is available.

- (h) **Resale Restrictions** — Such BOSC Shareholder acknowledges and agrees to be bound by any restrictions on the resale of the Vortex Shares issued to it at the Closing that may be imposed by Applicable Laws or this Agreement and agrees that the certificates representing such Vortex Shares may contain a legend or legends to that effect.
- (i) **Independent Legal and Financial Advice** — Such BOSC Shareholder has been advised prior to entering into this Agreement to obtain, and has obtained, such independent legal, financial (including tax) and other advice as it deems to be necessary or advisable in connection herewith, and waives any claim which it may now or in the future have with respect to this Agreement or the subject matter hereof based in any way on the absence of, lack of access to or shortness of time available to rely on such advice.
- (j) **Tax Matters** — Such BOSC Shareholder is not a non-resident of Canada within the meaning of the Tax Act.

5.4 **Survival**

- (a) The representations and warranties made by the Parties under this Part 5 are true and correct as of the date of this Agreement and shall be true and correct at the Time of Closing as though they were made at that time.
- (b) Should any of the representations and warranties made by any BOSC Shareholder in Section 5.3 not be true and correct as of the date of this Agreement or at the Time of Closing as though they were made at that time, Vortex shall be entitled, for a period of twelve (12) months following the Closing, to seek remedy against such BOSC Shareholder for any such misrepresentation or breach of warranty.
- (c) Should any of the representations and warranties made by Vortex in Section 5.1 not be true and correct as of the date of this Agreement or at the Time of Closing as though they were made at that time, each BOSC Shareholder shall be entitled, for a period of twelve (12) months following the Closing, to seek remedy against Vortex for any such misrepresentation or breach of warranty.
- (d) After the expiration of such two-year period, no Party or Parties shall have any further liability with respect to any breach of any representation or warranty contained herein, except for those alleged breaches for which notice has been given prior to the end of such three-year period. All other representations and warranties made by the Parties under this

Part 5 shall terminate and be of no further force or effect immediately after the Time of Closing.

5.5 **Limitations on Representations and Warranties.** The Parties shall not be deemed to have made any representation or warranty other than as expressly made in this Agreement, including without limitation Sections 5.1 to 5.3 hereof.

6. CLOSING

6.1 **Closing.** The Closing shall take place at the Time of Closing at the office of Vortex, or at such other place upon which Vortex and BOSC may agree.

6.2 **Deliveries by BOSC and the BOSC Shareholders.** At the Closing, BOSC shall deliver to Vortex the following documents:

- (a) a certified true copy of the resolutions of the directors and, if necessary, the BOSC Shareholders, evidencing that the board of directors and, if applicable, BOSC Shareholders, have approved this Agreement, the Acquisition and all of the transactions of BOSC and the BOSC Shareholders contemplated hereunder and the resolutions shall include specific reference to:
 - (i) the sale and transfer of the BOSC Shares from the BOSC Shareholders to Vortex as provided for in this Agreement; and
 - (ii) the issuance of one or more new certificate(s) (the "**New Share Certificate(s)**") representing the BOSC Shares registered in the name of the Vortex or otherwise as directed by Vortex;
- (b) a duly executed stock power of attorney from each BOSC Shareholder providing for the transfer of their BOSC Shares to Vortex;
- (c) the New Share Certificate(s);
- (d) each of the BOSC Shareholders shall execute and deliver to Vortex a release, in form and substance acceptable to Vortex, of the BOSC Shareholder in favour of BOSC;
- (e) a certificate of status, compliance, good standing or like certificate with respect to BOSC issued by the appropriate Governmental Authority;
- (f) a certificate signed by an authorized representative of BOSC confirming that:
 - (i) all representations and warranties of BOSC contained herein are true and correct in all material respects as of the Time of Closing (other than those that speak only as of a specific date, which shall be true and correct as of that date, and except as such representations and warranties may be affected by the occurrence of events or transactions expressly permitted by this Agreement);
 - (ii) all covenants and agreements of BOSC to be performed and observed in this Agreement prior to or at Closing have been performed and observed in all material respects; and
 - (iii) since the date of the Letter of Intent, there has not occurred a Material Adverse Change with respect to BOSC;
- (g) the resignation and mutual release of each director and officer of BOSC;

- (h) the minute books of BOSC; and
- (i) such other materials or documents that are, in the opinion of Vortex acting reasonably, required to be delivered by BOSC and the BOSC Shareholders in order to meet their obligations under this Agreement.

6.3 **Deliveries by Vortex.** At the Time of Closing on the Closing Date, Vortex shall deliver to BOSC (or as directed by BOSC), on its own behalf and on behalf of the BOSC Shareholders, as applicable:

- (a) a certified true copy of the resolutions of the directors and, if necessary, the shareholders of Vortex evidencing that the board of directors and, if necessary the shareholders of Vortex, have approved this Agreement, the Acquisition and all of the transactions of Vortex contemplated hereunder and the resolutions shall include specific reference to the issuance of the Vortex Shares to the BOSC Shareholders, as provided for in this Agreement;
- (b) certificates or direct registration statements representing those Vortex Shares registered and delivered to the respective names of the BOSC Shareholders as set forth in Schedule A;
- (c) a certificate of status, compliance, good standing or like certificate with respect to Vortex issued by the appropriate Governmental Authority;
- (d) excerpts from the reporting and (if applicable) defaulting issuer lists maintained by the BC Securities Commission, the Alberta Securities Commission and the Ontario Securities Commission, showing that Vortex is a reporting issuer in British Columbia, Alberta and Ontario and is not on the list of reporting issuers in default under Applicable Laws in British Columbia, Alberta and Ontario;
- (e) a certificate signed by an officer of Vortex confirming that:
 - (i) all representations and warranties of Vortex contained herein are true and correct in all material respects as of the Time of Closing (other than those that speak only as of a specific date, which shall be true and correct as of that date, and except as such representations and warranties may be affected by the occurrence of events or transactions expressly permitted by this Agreement);
 - (ii) all covenants and agreements of Vortex to be performed and observed in this Agreement prior to or at Closing have been performed and observed in all material respects; and
 - (iii) since the date of the Letter of Intent, there has not occurred a Material Adverse Change with respect to Vortex; and
- (f) such other materials or documents that are, in the opinion of BOSC acting reasonably, required to be delivered by Vortex in order to meet its obligations under this Agreement.

7. TERMINATION

7.1 **By the parties.** Each of BOSC (on its own behalf), the BOSC Shareholder Representative (on behalf of the BOSC Shareholders) and Vortex shall, in any of their sole discretion, have the right to terminate this Agreement:

- (a) Upon the mutual written agreement of BOSC, the BOSC Shareholder Representative (on behalf of the BOSC Shareholder) and Vortex;

- (b) upon written notice to the other Parties if any other Party has breached or is in default of any material term of this Agreement and fails to cure or remedy such breach or default within 14 days after receiving written notice thereof from the Party not in breach or default; and
- (c) if the Closing shall not have occurred on or before the Outside Date, except that the right to terminate this Agreement under this Section 7.1(c) shall not be available to any Party whose failure to fulfill any of its obligations has been the cause of, or resulted in, the failure of the Closing to occur by such date.

7.2 **By Vortex.** This Agreement may, by notice in writing given prior to or on the Closing Date, be terminated by Vortex if any of the conditions in Section 4.2 have not been satisfied at or prior to the Time of Closing, or if any such condition is, or becomes, impossible to satisfy prior to the Outside Date, and Vortex has not waived such condition at or prior to the Time of Closing, except that the right to terminate this Agreement under this Section 7.2 shall not be available to Vortex in the event that its failure to fulfill any of its obligations has been the cause of, or resulted in, the such condition not being satisfied at the Time of Closing, or becoming impossible to satisfy prior to the Outside Date.

7.3 **By BOSC or the BOSC Shareholders.** This Agreement may, by notice in writing given prior to or on the Closing Date, be terminated by BOSC or the BOSC Shareholder Representative (on behalf of the BOSC Shareholders) if any of the conditions in Section 4.3 have not been satisfied at or prior to the Time of Closing, or if any such condition is, or becomes, impossible to satisfy prior to the Outside Date, and BOSC and the BOSC Shareholder Representative (on behalf of the BOSC Shareholders) have not waived such condition at or prior to the Time of Closing, except that the right to terminate this Agreement under this Section 7.3 shall not be available to BOSC or the BOSC Shareholder Representative, respectively, in the event that BOSC's or any BOSC Shareholder's respective failure to fulfill any of its obligations has been the cause of, or resulted in, the such condition not being satisfied at the Time of Closing, or becoming impossible to satisfy prior to the Outside Date.

7.4 **Survival.** In the event this Agreement is terminated, the provisions of Section 8 shall survive the termination.

8. PUBLIC DISCLOSURE

8.1 **Restrictions on disclosure.** No disclosure or announcement, public or otherwise, in respect of this Agreement or the transactions contemplated herein will be made by any Party without the prior written agreement of Vortex and BOSC as to timing, content and method, provided that the obligations herein will not prevent any Party from making, after consultation with Vortex and BOSC, such disclosure as its counsel advises is required by Applicable Laws or as is required to carry out the transactions contemplated in this Agreement or the obligations of any of the Parties hereto.

8.2 **Confidentiality.** Except with the prior written consent of Vortex and BOSC, each of the Parties and its respective employees, officers, directors, shareholders, agents, advisors and other representatives will hold all information received from a Party concerning any of Vortex, BOSC or any of the BOSC Shareholders in confidence and shall not be disclosed or used by the recipients thereof, except such information and documents available to the public or as are required to be disclosed by Applicable Laws. All such information in written or electronic form and documents will, at a Party's request, be promptly returned to the party originally delivering them in the event that the transactions provided for in this Agreement are not completed.

8.3 **Personal Information.** Each of the BOSC Shareholders hereby consents to the disclosure of his or her personal information in connection with the transactions contemplated by this Agreement and acknowledges and consents to the fact that BOSC and Vortex are collecting the personal information (as that term is defined under applicable privacy legislation, including the *Personal*

Information Protection and Electronic Documents Act (Canada) and any other applicable similar, replacement or supplemental provincial or federal legislation or laws in effect in Canada from time to time) of the BOSC Shareholder for the purposes of completing this Agreement and the transactions contemplated hereby. Each BOSC Shareholder acknowledges and consents to BOSC and Vortex retaining such personal information for as long as permitted or required by law or business practices. Each BOSC Shareholder further acknowledges and consents to the fact that BOSC and Vortex may be required by applicable securities legislation to provide regulatory authorities with any personal information provided by the BOSC Shareholders in this Agreement and each BOSC Shareholder further consents to the public disclosure of such information, including this Agreement in its entirety, by electronic filing or by any other means.

9. Indemnification

9.1 Indemnification by the BOSC Shareholders

- (a) Each of the BOSC Shareholders shall, on a several and not a joint and several basis, indemnify and save harmless Vortex, and its directors, officers, agents, employees and shareholders (collectively referred to as the "**Purchaser Indemnified Parties**"), on an after-tax basis, from and against all Claims, whether or not arising due to third party Claims, which may be made or brought against Purchaser Indemnified Parties, or which they may suffer or incur, directly or indirectly, as a result of or in connection with or relating to:
 - (i) any non-fulfilment or breach of any covenant on the part of such BOSC Shareholder contained in this Agreement or in any certificate or other document furnished by or on behalf of such BOSC Shareholder pursuant to this Agreement; and
 - (ii) any misrepresentation or any incorrectness in or breach of any representation or warranty of such BOSC Shareholder contained in Section 5.3.
- (b) The BOSC Shareholders agree that:
 - (i) Section 9.1(a)(i) shall survive the Closing indefinitely or for the period explicitly specified herein or in any certificate or other document furnished by or on behalf of the BOSC Shareholders pursuant hereto, for the performance or fulfilment of the relevant covenant; and
 - (ii) the representations and warranties of the BOSC Shareholders contained in Section 5.3 herein shall survive the Closing and shall remain in full force and effect until the date that is twelve (12) months following the Closing Date.
- (c) Notwithstanding the foregoing, any Claims asserted in good faith with reasonable specificity (to the extent known at such time) and in writing by notice from the Indemnified Party to the Indemnifying Parties prior to the expiration date of the applicable survival period shall not thereafter be barred by the expiration of the relevant representation or warranty and such Claims shall survive until finally resolved.

9.2 Indemnification Procedures for Third Party Claims

- (a) In the case of Claims made by a Person that is not a party to this Agreement (a "**Third Party**") with respect to which indemnification is sought, the party seeking indemnification (the "**Indemnified Party**") shall give prompt notice, and in any event within 30 Business Days, to the party against whom indemnification is asserted (the "**Indemnifying Parties**") of any such Claims made upon it. If the Indemnified Party fails to give such notice, such failure shall not preclude the Indemnified Party from obtaining such indemnification but its

right to indemnification may be reduced to the extent that such delay prejudiced the defence of the Claim or increased the amount of Liability or cost of defense.

- (b) Subject to Section 9.2(c), the Indemnifying Parties shall have the right, by notice to the Indemnified Party given not later than 30 days after receipt of the notice described in Section 9.2(a), to assume the control of the defence, compromise or settlement of the Claim, provided that such assumption shall, by its terms, be without cost to the Indemnified Party and provided the Indemnifying Parties acknowledge in writing its obligation to indemnify the Indemnified Party in accordance with the terms contained in this Section in respect of that Claim.
- (c) The Indemnifying Parties may not assume the investigation and defence of a Third Party Claim if:
 - (i) Any of the Indemnifying Parties is also a party to the Third Party Claim and the Indemnified Party determines in good faith that joint representation would be inappropriate, or
 - (ii) the Third Party Claim seeks relief against the Indemnified Party other than monetary damages or the Indemnified Party determines in good faith that there is a reasonable probability that the Third Party Claim may adversely affect it or its Affiliates or the conduct of the BOSC Business, and the Indemnified Party has notified the Indemnifying Parties that it will exercise its exclusive right to defend, compromise or settle the Third Party Claim, or
 - (iii) the Indemnifying Parties fail to provide reasonable assurance to the Indemnified Party of its financial capacity to defend the Third Party Claim and provide indemnification with respect to the Third Party Claim.
- (d) If the Indemnifying Parties (i) are not entitled to assume the investigation and defence of a Third Party Claim under Section 9.2(c), or (ii) do not elect to assume the investigation and defence of a Third Party Claim, the Indemnified Party has the right (but not the obligation) to undertake the defence of the Third Party Claim.
- (e) If, under Section 9.2(d), the Indemnified Party undertakes the investigation and defence of a Third Party Claim:
 - (i) subject to the other provisions of 9.2, all reasonable expenses relating to the defence of such Third Party Claim shall be borne and paid exclusively by the Indemnifying Parties;
 - (ii) the Indemnifying Parties shall make available to the Indemnified Party any documents and materials in his possession or control that may be necessary to the defence of such Third Party Claim; and
 - (iii) the Indemnified Party shall have the right to settle, adjust or compromise such Third Party Claim but the Indemnifying Parties shall not be bound by any compromise or settlement of the Third Party Claim effected without its written consent (which consent may not be unreasonably withheld or delayed).
- (f) Upon the assumption of control of any Claim by the Indemnifying Parties as set out in Section 9.2(b), the Indemnifying Parties shall diligently proceed with the defence, compromise or settlement of the Claim at its sole expense, including if necessary, employment of counsel and experts reasonably satisfactory to the Indemnified Party and, in connection therewith, the Indemnified Party shall cooperate fully, but at the expense of

the Indemnifying Parties with respect to any out-of-pocket expenses incurred, to make available to the Indemnifying Parties all pertinent information and witnesses under the Indemnified Party's control, make such assignments and take such other steps as in the opinion of counsel for the Indemnifying Parties are reasonably necessary to enable the Indemnifying Parties to conduct such defence. The Indemnified Party shall also have the right to participate in the negotiation, settlement or defence of any Claim at its own expense. The Indemnifying Parties shall not settle any Claim without the prior written consent of the Indemnified Party, such consent not to be unreasonably withheld.

- (g) The final determination of any Claim pursuant to this Section, including all related costs and expenses, shall be binding and conclusive upon the Parties as to the validity or invalidity, as the case may be, of such Claim against the Indemnifying Parties.
- (h) If the Indemnifying Parties do not assume control of a Claim as permitted in Section 9.2(b), the Indemnified Party shall be entitled to make such settlement of the Claim as in its sole discretion may appear advisable, and such settlement or any other final determination of the Claim shall be binding upon the Indemnifying Parties.

9.3 **Payment; Calculation of Loss**

- (a) Once a Claim is agreed to by the Indemnifying Parties or finally adjudicated to be payable pursuant to this Article 9, the Indemnifying Parties shall satisfy the obligations within 15 Business Days of such final, non-appealable adjudication by wire transfer, bank draft or certified cheque of immediately available funds. The Parties agree that should the Indemnifying Parties not make full payment of any such obligations within such 15 Business Day period, any amount payable shall accrue interest from and including the date of agreement of the Indemnifying Parties or final, non-appealable adjudication with respect thereto, to but excluding the date such payment has been made at a rate per annum equal to 6%. Such interest shall be calculated daily on the basis of a 365-day year and the actual number of days elapsed.
- (b) In computing any loss payable under pursuant to any Claim, the amount of the loss shall be deemed to be an amount net of any insurance proceeds actually recovered in respect thereof by the Indemnified Party; provided, however, that nothing in this Agreement shall require the Indemnified Party to maintain any insurance policies or pursue recovery from any insurance policies.

9.4 **No Contribution.** Each of the BOSC Shareholders acknowledges and agrees that BOSC shall not have any Liability or obligation to indemnify, save or hold harmless or otherwise pay, reimburse or make the BOSC Shareholders whole for or on account of any indemnification or other claims made by any Purchaser Indemnified Party hereunder. None of the BOSC Shareholders shall have any right of contribution against BOSC with respect to any such indemnification or other claim.

9.5 **Trustee and Agent.** Each Party acknowledges that the other Party is acting as trustee and agent for its other Indemnified Parties, on whose behalf and for whose benefit the indemnity in Section 9.1 is provided and that such remaining Indemnified Parties shall have the full right and entitlement to take the benefit of and enforce such indemnity notwithstanding that they may not individually be Parties to this Agreement. Each Party agrees that the other Party may enforce the indemnity for and on behalf of such other Indemnified Parties and, in such event, the Party from whom indemnification is sought will not in any proceeding to enforce the indemnity by or on behalf of such other Indemnified Parties assert any defence thereto based on the absence of authority or consideration or privity of contract and irrevocably waives the benefit of any such defence.

10. GENERAL

10.1 BOSC Shareholder Representative

- (a) Each BOSC Shareholder appoints **[Name Redacted]** as its representative (the “**BOSC Shareholder Representative**”) and its true and lawful attorney in fact, with full power and authority in its name and on its behalf:
- (i) to act in the absolute discretion of the BOSC Shareholder Representative with respect to all matters relating to this Agreement, including execution and delivery of any amendment of, or supplement to, this Agreement, any waiver of any condition under, or right arising out of, this Agreement, and any termination of this Agreement; and
 - (ii) in general, to do all things and to perform all acts, including negotiating, executing and delivering all agreements, certificates, receipts, instructions, and other instruments, contemplated by, or deemed advisable to complete the transactions contemplated by, this Agreement.

Subject to Section 10.1(d), this appointment and grant of power and authority is coupled with an interest and is irrevocable, and will not be terminated by the death or incapacity of any BOSC Shareholder.

- (b) The BOSC Shareholder Representative and the BOSC Shareholders agree as between themselves, but without prejudice to any rights Vortex may have, that the BOSC Shareholder Representative will have no obligation or liability to any Person for any action taken or not taken by the BOSC Shareholder Representative (in its capacity as BOSC Shareholder Representative) under this Section 10.1 in good faith, and the BOSC Shareholders will jointly and severally indemnify and hold harmless the BOSC Shareholder Representative from any Loss that the BOSC Shareholder Representative may suffer as a result of any such action or omission by the BOSC Shareholder Representative under this Agreement.
- (c) Vortex will be entitled to rely upon any document or other instrument delivered by the BOSC Shareholder Representative, in that capacity, as being authorized by all of the BOSC Shareholders, and Vortex will not be liable to any BOSC Shareholder for any action taken or not taken by the BOSC Shareholder based on that reliance.
- (d) The mandate of the BOSC Shareholder Representative under this Section 10.1 will terminate upon the termination of this Agreement.
- 10.2 **Time.** Time and each of the terms and conditions of this Agreement shall be of the essence of this Agreement and any waiver by the Parties of this Section or any failure by them to exercise any of their rights under this Agreement shall be limited to the particular instance and shall not extend to any other instance or matter in this Agreement or otherwise affect any of their rights or remedies under this Agreement.
- 10.3 **Entire agreement.** This Agreement constitutes the entire Agreement between the Parties hereto in respect of the matters referred to herein and there are no representations, warranties, covenants or agreements, expressed or implied, collateral hereto other than as expressly set forth or referred to herein.
- 10.4 **Further assurances.** The Parties hereto shall execute and deliver all such further documents and instruments and do all such acts and things as any Party may, either before or after the Closing, reasonably require of the others in order that the full intent and meaning of this Agreement is carried

out. The provisions contained in this Agreement which, by their terms, require performance by a Party to this Agreement subsequent to the Closing, shall survive the Closing.

10.5 **Amendments.** No alteration, amendment, modification or interpretation of this Agreement or any provision of this Agreement shall be valid or binding upon the Parties hereto unless such alteration, amendment, modification or interpretation is in written form executed by all of the Parties to this Agreement.

10.6 **Notices.** Any notice, request, demand, election and other communication of any kind whatsoever to be given under this Agreement shall be in writing and shall be delivered by hand, e-mail or mailed by prepaid registered post to the Parties at their following respective addresses:

(a) to the BOSC Shareholders, to the address and contact details set out in Schedule A:

(b) to BOSC, prior to the Time of Closing,:

[Contact Information Redacted]

(c) To the BOSC Shareholder Representative:

[Contact Information Redacted]

(d) to Vortex:

[Contact Information Redacted]

or to such other addresses as may be given in writing by the Parties hereto in the manner provided for in this Section. Any notice delivered or faxed shall be deemed to have been given and received on the Business Day next following the date of delivery or faxing, as the case may be.

10.7 **Assignment.** This Agreement may not be assigned by any Party hereto without the prior written consent of all of the Parties hereto.

10.8 **Governing law.** This Agreement shall be subject to, governed by, and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein, and the Parties hereby attorn to the non-exclusive jurisdiction of the courts of British Columbia

10.9 **Counterparts.** This Agreement may be executed in counterpart and by fax or other electronic means, and each copy so signed shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument.

10.10 **Severability.** If any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect in any jurisdiction, the validity, legality and enforceability of such provision or provisions will not in any way be affected or impaired thereby in any other jurisdiction and the validity, legality and enforceability of the remaining provisions contained herein will not in any way be affected or impaired thereby, unless in either case as a result of such determination this Agreement would fail in its essential purpose.

10.11 **Enurement.** This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective successors, permitted assigns, trustees, representatives, heirs and executors.

10.12 **Independent Legal Advice.** The Parties, including each of the BOSC Shareholders, acknowledge that they have executed this Agreement without any undue stress, fear, duress, improper understanding, misrepresentation, coercion, undue influence or false inducement and each further acknowledge that they are entitled, and have been advised, to seek independent legal advice and

confirm that by executing this Agreement, they have either sought such independent legal advice or have expressly waived their right to do so. Each BOSC Shareholder and BOSC acknowledges, confirms and agrees, in favour of Vortex, that each BOSC Shareholder and BOSC had the opportunity to seek, and was not prevented nor discouraged by Vortex from seeking, independent legal advice prior to the execution and delivery of this Agreement and that, in the event that such BOSC Shareholder or BOSC did not avail itself with the opportunity prior to signing this Agreement, the BOSC Shareholder or BOSC did so voluntarily without any undue pressure and agrees that such BOSC Shareholder's or BOSC's failure to obtain independent legal advice shall not be used by the BOSC Shareholder or BOSC as a defence to the enforcement of the BOSC Shareholder's or BOSC's obligations under this Agreement. Each BOSC Shareholder and BOSC further acknowledges, confirms and agrees that DLA Piper (Canada) LLP is counsel to Vortex only and not to the BOSC Shareholders or BOSC.

[Remainder of Page is Intentionally Left Blank]

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

[Signature pages Redacted]

**SCHEDULE A
TO THE SHARE PURCHASE
AGREEMENT DATED APRIL 3, 2023**

LIST OF HOLDERS OF BOSC SHARES

[Redacted]

**SCHEDULE B
TO THE SHARE PURCHASE
AGREEMENT DATED APRIL 3, 2023**

PROPERTY

[Redacted]

**SCHEDULE C
TO THE SHARE PURCHASE
AGREEMENT DATED APRIL 3, 2023**

LIABILITIES

[Redacted]

**SCHEDULE D
TO THE SHARE PURCHASE
AGREEMENT DATED APRIL 3, 2023**

BANK ACCOUNTS

[Redacted]