SHARE PURCHASE AGREEMENT

between

ALBERTA GREEN BIOTECH INC.

and

THE AGB SHAREHOLDERS (as defined herein)

and

RAVENCREST RESOURCES INC.

and

1118613 B.C. LTD.

dated as of

September 25, 2017

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SHARE PURCHASE AGREEMENT

This Share Purchase Agreement (this "**Agreement**"), dated as of **September 25, 2017** is entered into between Alberta Green Biotech Inc., a corporation existing pursuant to the laws of the province of Alberta ("**AGB**"), the AGB Shareholders (as defined herein) (AGB and the AGB Shareholders collectively, "**Vendor**"), Ravencrest Resources Inc., a corporation existing pursuant to the laws of the province of British Columbia ("**RVT**") and 1118613 B.C. Ltd ("**RVT Subco**", and together with RVT, "**Purchaser**").

RECITALS

WHEREAS, RVT is a company incorporated under the laws of the Province of British Columbia and a reporting issuer in British Columbia, with its common shares listed for trading on the Canadian Securities Exchange (the "**CSE**");

AND WHEREAS RVT Subco, a company incorporated under the laws of British Columbia, is a wholly-owned subsidiary of RVT;

AND WHEREAS AGB is a company incorporated under the laws of the Province of Alberta which currently holds an application (the "**License Application**") to become a licensed producer under the Access to Cannabis for Medical Purposes Regulations (the "**ACMPR**");

AND WHEREAS the shareholders of AGB listed in **Schedule 1.0** own all of the issued and outstanding shares in the capital of AGB; and

WHEREAS, Vendor and Purchaser are parties to a letter agreement dated May 15 2017 (the "**LOI**"), pursuant to which the Purchaser agreed to purchase (the "**Transaction**") all of the issued and outstanding shares in the capital of AGB from the AGB Shareholders;

AND WHEREAS, in accordance with the terms of the LOI, RVT, RVT Subco, AGB and the AGB Shareholders wish to enter into this Agreement providing for the Transaction on to the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I
DEFINITIONS

The following terms have the meanings specified or referred to in this **Article I** Definitions:

"**ACMPR**" means the Access to Cannabis for Medical Purposes Regulation (ACMPR) which came into force on August 24, 2016.

"**Acquisition Proposal**" has the meaning set forth in **Section 5.05(a)**.

"**Action**" means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, notice of assessment, notice or reassessment or investigation of any nature, civil, criminal, administrative, investigative, regulatory or otherwise, whether at law or in equity.

"**Affiliate**" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

"**Agreement**" has the meaning set forth in the preamble.

"**AGB**" has the meaning set forth in the preamble.

"**AGB Options**" means outstanding stock options entitling the holder to purchase 400,000 common shares of AGB, as currently constituted, at a price of $0.50 per share until **September 4, 2020**.

"**AGB Shareholders**" means the current holders of the Purchased Shares set forth in **Schedule 1.0** to the extent such shareholders have entered into the Joinder Agreement, each being an "**AGB Shareholder**".

"**Audited Financial Statements**" has the meaning set forth in **Section 3.05**.

"**Balance Sheet**" has the meaning set forth in **Section 3.05**.

"**Balance Sheet Date**" has the meaning set forth in **Section 3.05**.

"**Benefit Plan**" has the meaning set forth in **Section 3.17(a)**.

"**Business Day**" means any day except Saturday, Sunday or any other day on which commercial banks located in Vancouver, British Columbia are authorized or required by Law to be closed for business.

"**Closing**" has the meaning set forth in **Section 2.04**.

"**Closing Date**" has the meaning set forth in **Section 2.04**.

"**Consideration Shares**" has the meaning set forth in **Section 2.02(a)**.

"**Contaminant**" means: means any contaminant, pollutant, dangerous substance, liquid waste, industrial waste, hauled liquid waste, toxic substance, special waste, hazardous waste, hazardous material or hazardous substance as defined in or pursuant to any Environmental Laws, law, judgment, decree, order, injunction, rule, statute or regulation of any court, arbitrator or Governmental Authority.

"**Contracts**" means all contracts, leases, deeds, mortgages, licences, instruments, notes, commitments, undertakings, indentures, joint ventures and all other agreements, commitments and legally binding arrangements, whether written or oral.

"**CSE**" has the meaning set forth in the preamble.

"**Direct Claim**" has the meaning set forth in **Section 7.05(c)**.

"**Disclosure Schedules**" means the disclosure Schedules to this Agreement.

"**Dollars or $**" unless otherwise indicated, means the lawful currency of Canada.

"**Employment Law**" means all the Laws relating to employment and labour, including those relating to wages, hours of work, employment or labour standards, collective bargaining, labour or industrial relations, pension benefits, human rights, pay equity, employment equity, workers compensation, workplace safety and insurance, employer health tax, employment or unemployment insurance, income tax withholdings, the Canada Pension Plan, occupational health and safety and hazardous substances.

"**Encumbrance**" means any charge, claim, adverse claim, pledge, hypothec, condition, equitable interest, lien (statutory or other), option, security interest, mortgage, easement, encroachment, right of way, right of first refusal, right of first option or restriction of any kind, including any restriction on use, voting, transfer, receipt of income or exercise of any other attribute of ownership.

"**Environmental Claim**" means any Action, Governmental Order, lien, fine, penalty, or, as to each, any settlement or judgment arising therefrom, by or from any Person alleging liability of whatever kind or nature (including liability or responsibility for the costs of enforcement proceedings, investigations, cleanup, governmental response, removal or remediation, natural resources damages, property damages, personal injuries, medical monitoring, penalties, contribution, indemnification and injunctive relief) arising out of, based on or resulting from: (a) the presence, release of, or exposure to, any Contaminant; or (b) any actual or alleged non-compliance with any Environmental Law or term or condition of any Environmental Permit.

"**Environmental Law**" means any applicable Law, and any Governmental Order or binding agreement with any Governmental Authority: (a) relating to pollution (or the cleanup thereof) or the protection of natural resources, endangered or threatened species, human health or safety, or the environment (including ambient air, soil, surface water or groundwater, or subsurface strata); or (b) concerning the presence of, exposure to, or the management, manufacture, use, containment, storage, recycling, reclamation, reuse, treatment, generation, discharge, transportation, processing, production, disposal or remediation of any Contaminant.

"**Environmental Notice**" means any written directive, notice of violation or infraction, or notice from a Governmental Authority respecting any Environmental Claim relating to actual or alleged non-compliance with any Environmental Law or any term or condition of any Environmental Permit.

"**Environmental Permit**" means any Permit, letter, clearance, consent, waiver, closure, exemption, decision or other action required under or issued, granted, given, authorized by or made pursuant to Environmental Law.

"**Escrow Agreement**" means the form of Escrow Agreement attached as **Schedule 6.02(p)** of the Disclosure Schedules.

"**Exchange Ratio**" has the meaning set forth in **Section 2.02(a)**.

"**Financial Statements**" has the meaning set forth in **Section 3.05**.

"**Financing**" has the meaning set forth in **Section 6.01(b)**.

"**Governmental Authority**" means any federal, provincial, territorial, municipal, state or foreign government or political subdivision thereof, or any department, body, ministry, board, commission, bureau, agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of Law), or any arbitrator, court or tribunal of competent jurisdiction having authority over matters contained in this Agreement.

"**Governmental Order**" means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority.

"**IFRS**" means International Financial Reporting Standards, which include standards and interpretations adopted by the International Accounting Standards Board applied on a consistent basis.

"**Indemnified Party**" has the meaning set forth in **Section 7.05**.

"**Indemnifying Party**" has the meaning set forth in **Section 7.05**.

"**Interim Statements**" has the meaning set forth in **Section 3.05**.

"**Joinder Agreement**" means the AGB Shareholder Joinder and Consent in the form substantially as attached in **Schedule 6.02(o)** of the Disclosure Schedules, to be executed by AGB Shareholders holding at least 91% of the Purchased Shares on or before Closing;

"**Knowledge of AGB or AGB's Knowledge**" or any other similar knowledge qualification, means the actual or constructive knowledge of the directors or senior officers of AGB, after due inquiry.

"**Knowledge of Purchaser or Purchaser's Knowledge**" or any other similar knowledge qualification, means the actual or constructive knowledge of the directors or senior officers of RVT, after due inquiry.

"**Law**" means any statute, law, ordinance, regulation, rule, instrument, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any Governmental Authority.

"**Lease**" means that Indenture of Lease between Fourell Edmonton Ltd. and AGB, in respect of the Leased Premises, made effective May 1, 2016, and expired October 31, 2016.

"**Leased Premises**" means that commercial property municipally described as #16403 through #16421 – 132 Avenue, Edmonton, Alberta, comprising 35,550 square feet.

"**Liabilities**" has the meaning set forth in **Section 3.06**.

"**License**" means a license issued by Health Canada to AGB pursuant to the ACMPR granting AGB the authority to produce, possess, sell, transport deliver and destroy cannabis or cannabis products.

"**License Application**" has the meaning set forth in the Recitals.

"**Listing Statement**" has the meaning set forth in **Section 5.03**.

"**LOI**" has the meaning set forth in the preamble.

"**Losses**" means losses, damages, liabilities, deficiencies, Actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable legal fees on a substantial indemnity basis and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers; **provided**, however, that "Losses" shall not include punitive or exemplary damages, except in the case of fraud or to the extent actually awarded to a Governmental Authority or other third party.

"**Material Adverse Effect**" means any event, occurrence, fact, condition or change that is, or could reasonably be expected to become, individually or in the aggregate, materially adverse to (a) the business, results of operations, condition (financial or otherwise) or assets of AGB or the Purchaser, as applicable, or (b) the ability of Vendor to consummate the transactions contemplated hereby on a timely basis; *provided*, however, that "Material Adverse Effect" shall not include any event, occurrence, fact, condition or change, directly or indirectly, arising out of or attributable to: (i) general economic or political conditions; (ii) conditions generally affecting the industries in which AGB or the Purchaser operates; (iii) any changes in financial or securities markets in general; (iv) acts of war (whether or not declared), armed hostilities or terrorism, or the escalation or worsening thereof; (v) any action required or permitted by this Agreement; (vi) any changes in applicable Laws or accounting rules or principles, including IFRS; or (vii) the public announcement, pendency or completion of the transactions contemplated by this Agreement; *provided* further, however, that any event, occurrence, fact, condition or change referred to in clauses (i) through (iv) immediately above shall be taken into account in determining whether a Material Adverse Effect has occurred or could reasonably be expected to occur to the extent that such event, occurrence, fact, condition or change has a disproportionate effect on AGB or the Purchaser, as applicable, compared to other participants in the industries in which AGB or the Purchaser conducts its business.

"**Material Contracts**" has the meaning set forth in **Section 3.08**.

"**Permits**" means all permits, licences, franchises, approvals, authorizations, registrations, certificates, variances and similar rights obtained, or required to be obtained, from Governmental Authorities.

"**Permitted Encumbrances**" has the meaning set forth in **Section 3.09(a)**.

"**Person**" means an individual, corporation, company, limited liability company, body corporate, partnership, joint venture, Governmental Authority, unincorporated organization, trust, association or other entity.

"**Personal Information**" means any factual or subjective information, recorded or not, about an employee, contractor, agent, consultant, officer, director, executive, client, customer or supplier of AGB who is a natural person or a natural person who is a shareholder of Vendor, or about any other identifiable individual, including any record that can be manipulated, linked or matched by a reasonably foreseeable method to identify an individual, but does not include the name, title or business address or telephone number of an employee of AGB.

"**Pooling Restriction**" has the meaning set forth in **Section 2.02(b)**.

"**Purchaser Public Disclosure Record**" means the public disclosure record of Purchaser located under RVT's SEDAR profile at **www.sedar.com.**

"**Purchaser**" has the meaning set forth in the preamble.

"**Purchaser Indemnitees**" has the meaning set forth in **Section 7.02**.

"**Purchase Price**" has the meaning set forth in **Section 2.02(a)**.

"**Purchased Shares**" means the 59,669,334 shares in the capital of AGB, which shares represent approximately 99.23% of the issued and outstanding shares in the capital of AGB as at the date hereof, each being a "**Purchased Share**".

"**Real Property**" means the real property owned, leased or subleased by AGB, together with all buildings, structures and facilities located thereon.

"**Release**" means any actual or threatened release, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, abandonment, disposing or allowing to escape or migrate into or through the environment (including ambient air (indoor or outdoor), surface water, groundwater, land surface or subsurface strata or within any building, structure, facility or fixture).

“**Representative**” means, with respect to any Person, any and all directors, officers, employees, consultants, financial advisors, lawyers, accountants and other agents of such Person.

“**RVT**” has the meaning set forth in the preamble.

“**RVT Common Shares**” means common shares in the capital of RVT.

“**RVT Subco**” has the meaning set forth in the preamble.

“**RVT Warrants**” has the meaning set forth in **Section 2.02(a)**.

“**RVT Warrant Shares**” has the meaning set forth in **Section 2.02(a)**

“**Tax Act**” means the *Income Tax Act* (Canada).

“**Taxes**” means all federal, provincial, territorial, municipal, local, foreign and other income, gross receipts, sales, use, production, ad valorem, harmonized sales, goods and services, transfer, franchise, registration, profits, licence, lease, service, service use, withholding, payroll, employment, unemployment, estimated, excise, severance, environmental, stamp, occupation, premium, property (real or personal), municipal, school, customs, duties or other taxes, fees, assessments or charges of any kind whatsoever, together with any interest, additions or penalties with respect thereto and any interest in respect of such additions or penalties.

“**Tax Return**” means any return, declaration, report, claim for refund, information return or statement or other document relating to Taxes, including any Schedule or attachment thereto, and including any amendment thereof.

“**Third Party Claim**” has the meaning set forth in **Section 7.05(a)**.

“**Transaction**” has the meaning set forth in the Recitals.

“**Transaction Documents**” means this Agreement, the Service Agreement, the Joinder Agreements and the Escrow Agreement.

“**Union**” has the meaning set forth in **Section 3.18(b)**.

“**Vendor**” has the meaning set forth in the preamble.

“**Vendor Indemnitees**” has the meaning set forth in **Section 7.03**.

ARTICLE II
PURCHASE AND SALE

Section 2.01 Purchase and Sale.

Subject to the terms and conditions set forth herein, at the Closing of the Transaction, RVT Subco shall purchase from the AGB Shareholders, and the AGB Shareholders shall sell the Purchased Shares to RVT Subco, free and clear of all Encumbrances, for the consideration specified in **Section 2.02**.

Section 2.02 Purchase Price.

(a) In consideration of the transfer of all of the issued and outstanding Purchased Shares held by the AGB Shareholders to RVT Subco, RVT will issue an aggregate of 8,533,612 RVT Common Shares (the "**Consideration Shares**"), such that each AGB Shareholder will receive 0.143015519 RVT Common Shares for each Purchased Share outstanding, as set forth in **Schedule 1.0** (the **"Exchange Ratio**"). All fractional RVT Common Shares resulting from the Exchange Ratio will be eliminated, and no fractional RVT Common Shares will be issued. In consideration of all of the issued and outstanding AGB Options, RVT will issue the AGB Option holder share purchase warrants (the **"RVT Warrants**") entitling the holder to purchase an aggregate of 57,206 RVT Common Shares (the **"Warrant Shares**") exercisable at a price of $3.49 per RVT Warrant Share until September 4, 2020, such that the holder of the AGB Options will receive 0.143015519 RVT Warrants for each AGB Option. All fractional RVT Warrants will be eliminated, and no fractional RVT Warrants will be issued.

(b) The Vendor acknowledges and agrees that the Consideration Shares, the RVT Warrants and any RVT Warrant Shares issuable on exercise of the RVT Warrants to the Vendor pursuant to this **Section 2.02** may be subject to resale restrictions under applicable securities Laws or the policies of the CSE, and the certificates representing the Consideration Shares will bear legends as required by the CSE and applicable securities laws.

(c) In addition to any resale restrictions arising under applicable securities Laws, or the policies of the CSE, the Vendor agrees that the Consideration Shares will be subject to a contractual restriction on resale (the "**Pooling Restriction**"), and the AGB Shareholders agrees not to sell, deal in, assign, transfer in any manner whatsoever, or agree to sell, deal in, assign or transfer in any manner whatsoever any of the Consideration Shares, or beneficial ownership of or any interest in them, except as may be required by reason of the death, dissolution or bankruptcy of the AGB Shareholder, until released in accordance with the following release Schedule:

(i) 25% of the Consideration Shares received by each AGB Shareholder will be freely tradable on Closing;

(ii) Subject to (iii), below, a further 15% of the Consideration Shares received by each AGB Shareholder will be released and be tradable on each of the dates that are 3 months, 6 months, 9 months, 12 months and 15 months after the Closing Date; and

(iii) Notwithstanding the foregoing, all Consideration Shares shall be immediately released and tradable on the date on which a License is issued to AGB.

The Vendor further acknowledges and agrees that the certificates representing the Consideration Shares will bear legends reflecting the Pooling Restriction.

Section 2.03 Transactions to be Effected at the Closing.

(a) At the Closing, Purchaser shall deliver to Vendor:

(i) Share certificates representing the Consideration Shares registered to each AGB Shareholder in such name, and such amount as set forth in **Schedule 1.0**;

(ii) a certificate representing the RVT Warrants registered in the name of the holder of the AGB Options; and

(iii) the Transaction Documents and all other agreements, documents, instruments or certificates required to be delivered by Purchaser at or before the Closing pursuant to **Section 6.03**

(b) At the Closing, Vendor shall deliver to Purchaser:

(i) share certificates representing the Purchased Shares, free and clear of all Encumbrances, duly endorsed for transfer in blank or accompanied by share transfers or other instruments of transfer duly executed in blank;

(ii) certificates representing the AGB Options, free and clear of all Encumbrances, duly endorsed for transfer or cancellation or accompanied by share transfers or other instruments of transfer duly executed in blank; and

(iii) the Transaction Documents and all other agreements, documents, instruments or certificates required to be delivered by Vendor at or before the Closing pursuant to **Section 6.02**.

(c) The parties shall also execute and deliver any other document and do any other thing as may be reasonably required by counsel for the Vendor and/or by counsel for the Purchaser to consummate the transactions contemplated herein.

Section 2.04 Closing.

Subject to the terms and conditions of this Agreement, the purchase and sale of the Purchased Shares contemplated hereby shall take place at a closing (the “**Closing**”) to be held no later than five Business Days after the last of the conditions to Closing set forth in **Article IV** have been satisfied or waived (other than conditions which, by their nature, are to be satisfied on the Closing Date), at the offices of Farris, Vaughan, Wills & Murphy, LLP, legal counsel to the Purchaser at Suite 2500 – 700 West Georgia Street, Vancouver, BC V7Y 1B3 or at such other time or on such other date or at such other place as Vendor and Purchaser may mutually agree upon in writing (the day on which the Closing takes place being the “**Closing Date**”).

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF AGB

Except as set forth in the Disclosure Schedules, AGB represents and warrants to Purchaser that the statements contained in this **Article III** are true and correct as of the date hereof.

Section 3.01 Incorporation and Organization of AGB.

AGB is a corporation duly incorporated, organized and validly existing under the Laws of the province of Alberta and has not been discontinued or dissolved under such Laws. No steps or proceedings have been taken to authorize or require such discontinuance or dissolution. Other than for the current annual period ending September 30, 2017 and other than for matters that could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, AGB has submitted all notices or returns of corporate information and other filings required by Law to be submitted by it to any Governmental Authority. AGB has the corporate power and capacity to enter into this Agreement and the other Transaction Documents to which AGB is a party, to carry out its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery by AGB of this Agreement and any other Transaction Documents to which AGB is a party, the performance by AGB of its obligations hereunder and thereunder and the consummation by AGB of the transactions contemplated hereby and thereby have been duly authorized by all requisite corporate action on the part of AGB. This Agreement has been duly executed and delivered by AGB, and assuming due authorization, execution and delivery by all other parties hereto, this Agreement constitutes a legal, valid and binding obligation of AGB enforceable against AGB in accordance with its terms subject to bankruptcy, insolvency or other laws affecting the rights of creditors generally, the availability of equitable remedies and the qualification that rights to indemnity and waiver of contribution may be contrary to public policy. When each other Transaction Document to which AGB is or will be a party has been duly executed and delivered by AGB, assuming due authorization, execution and delivery by each other party thereto, such Transaction Document will constitute a legal and binding obligation of AGB enforceable against it in accordance with its terms, subject to bankruptcy, insolvency or other laws affecting the rights of creditors generally, the availability of equitable remedies and the qualification that rights to indemnity and waiver of contribution may be contrary to public policy.

Section 3.02 Capitalization.

(a) The authorized capital of AGB consists of an unlimited number of common shares, of which the 60,133,334 Purchased Shares represent all of the currently issued and outstanding common shares, and an unlimited number of preferred shares, none of which are currently issued or outstanding. All of the Purchased Shares have been duly authorized, are validly issued and fully paid and non-assessable and the AGB Shareholders listed in **Schedule 1.0** are the registered owners of the Purchased Shares, free and clear of all Encumbrances. Upon consummation of the transactions contemplated by this Agreement, Purchaser shall own all of the Purchased Shares, free and clear of all Encumbrances.

(b) To the Knowledge of AGB, all of the Purchased Shares were issued in compliance with applicable Laws. To the Knowledge of AGB, none of the Purchased Shares were issued in violation of any agreement, arrangement or commitment to which AGB or the AGB Shareholders are, or either is a party or is subject to or in violation of any preemptive or similar rights of any Person.

(c) Except as disclosed in **Schedule 3.02(c)**, there are no outstanding or authorized options, warrants, convertible securities or other rights, agreements, arrangements or commitments of any character relating to any shares in the capital of AGB or obligating AGB to issue or sell any shares of, or any other interest in, AGB. AGB does not have outstanding or authorized any share appreciation, phantom share, profit participation or similar rights. There are no voting trusts or agreements, pooling agreements, unanimous shareholder agreements, other shareholder agreements, proxies or other agreements or understandings in effect with respect to the voting or transfer of any of the Purchased Shares.

Section 3.03 No Subsidiaries.

AGB does not own, or have any interest in any shares or have securities, or another ownership interest, in any other Person.

Section 3.04 No Conflicts; Consents.

The execution, delivery and performance by AGB and each of the AGB Shareholders of this Agreement and the other Transaction Documents, and the consummation of the transactions contemplated hereby and thereby, do not and will not: (a) conflict with or result in a violation or breach of, or default under, any provision of the articles of incorporation, by-laws, unanimous shareholder agreement or other organizational documents of AGB; (b) conflict with or result in a violation or breach of any provision of any Law or Governmental Order applicable to AGB; (c) require the consent, notice or other action by any Person under, conflict with, result in a violation or breach of, constitute a default or an event that, with or without notice or lapse of time or both, would constitute a default under, result in the acceleration of or create in any party the right to accelerate, terminate, modify or cancel any Contract to which AGB is a party or by which AGB is bound or to which any of its properties and assets are subject (including any Material Contract) or any Permit affecting the properties, assets or business of AGB; or (d) result in the creation or imposition of any Encumbrance other than Permitted Encumbrances on any properties or assets of AGB. No consent, approval, Permit, Governmental Order, declaration or filing with, or notice to, any Governmental Authority is required by or with respect to AGB in connection with the execution and delivery of this Agreement and the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby.

Section 3.05 Financial Statements.

Complete copies of AGB's audited financial statements consisting of the balance sheet of AGB and the related statement of profit and loss, statement of retained earnings and deficit and statement of changes in financial position for the years ended September 30, 2016 and 2015, and the unaudited nine-month period ended June 30, 2017 (the "**Audited Financial Statements**"), and unaudited interim financial statements of AGB as at the interim period, if any, ended after June 30, 2017 and more than 60 days before the Closing Date (the "**Interim Statements**") and the unaudited balance sheet of AGB as the Closing Date (the "**Closing Balance Sheet**" and together with the Audited Financial Statements and the Interim Statements, the "**Financial Statements**") have been, or will at Closing, be delivered to Purchaser. The Financial Statements have been prepared in accordance with IFRS applied on a consistent basis throughout the period involved, subject, in the case of the Closing Balance Sheet, to normal and recurring year-end adjustments (the effect of which will not be materially adverse) and the absence of notes (that, if presented, would not differ materially from those presented in the Audited Financial Statements). The Financial Statements are based on the books and records of AGB, and fairly present, in all material respects, the financial condition of AGB as of the respective dates they were prepared and the results of the operations of AGB for the periods indicated. The balance sheet of AGB as of June 30, 2017 is referred to herein as the "**Balance Sheet**" and the date thereof as the "**Balance Sheet Date**". AGB maintains a standard system of accounting established and administered in accordance with IFRS. There have been no significant accounting issues deemed adverse to AGB over the past three financial years of AGB, including issues relating to control systems, methods of accounting or changes in accounting methods.

Section 3.06 Undisclosed Liabilities.

AGB has no liabilities, obligations or commitments of any nature whatsoever, asserted or unasserted, known or unknown, absolute or contingent, accrued or unaccrued, matured or unmatured or otherwise, including any guarantees of any other Person ("**Liabilities**"), except (a) those that are adequately reflected or reserved against in the Balance Sheet as of the Balance Sheet Date, and (b) those that have been incurred in the ordinary course of business consistent with past practice since the Balance Sheet Date and that are not, individually or in the aggregate, material in amount or are as of the date hereof disclosed in **Schedule 3.06**, or, if incurred after the date of this Agreement and prior to Closing, will be disclosed on or before Closing and reflected in the Closing Balance Sheet.

Section 3.07 Absence of Certain Changes, Events and Conditions.

Since the Balance Sheet Date, and other than in the ordinary course of business consistent with past practice, there has not been, with respect to AGB, any:

(a) event, occurrence or development that has had, or could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect;

(b) amendment of the constating documents or other organizational documents of AGB;

(c) split, consolidation or reclassification of any shares in AGB;

(d) issuance, sale or other disposition of any shares in AGB, or grant of any options, warrants or other rights to purchase or obtain (including upon conversion, exchange or exercise) any shares in AGB;

(e) declaration or payment of any dividends or distributions on or in respect of any shares in AGB or redemption, retraction, purchase or acquisition of its shares;

(f) material change in any method of accounting or accounting practice of AGB, except as required by IFRS or as disclosed in the notes to the Financial Statements;

(g) entry into any Contract that would constitute a Material Contract other than with the Purchaser or in connection with the Transaction;

(h) incurrence, assumption or guarantee of any indebtedness for borrowed money except (i) unsecured current obligations and Liabilities incurred in the ordinary course of business consistent with past practice or (ii) with the Purchaser;

(i) transfer, assignment, sale or other disposition of any of the assets shown or reflected in the Balance Sheet or cancellation of any debts or entitlements;

(j) material damage, destruction or loss (whether or not covered by insurance) to its property;

(k) any capital investment in, or any loan to, any other Person;

(l) acceleration, termination, material modification to or cancellation of any material Contract (including any Material Contract) to which AGB is a party or by which it is bound;

(m) any material capital expenditures, unless disclosed in this Agreement;

(n) imposition of any Encumbrance upon any of AGB's properties, shares or assets, tangible or intangible;

(o) (i) grant of any bonuses, whether monetary or otherwise, or increase in any wages, salary, severance, pension or other compensation or benefits in respect of its current or former employees, officers, directors, independent contractors or consultants, other than as provided for in any written agreements or required by applicable Law, (ii) change in the terms of employment for any employee or any termination of any employees, or (iii) action to accelerate the vesting or payment of any compensation or benefit for any current or former employee, officer, director, independent contractor or consultant;

(p) adoption, modification or termination of any: (i) employment, severance, retention or other agreement with any current or former employee, officer, director, independent contractor or consultant, (ii) Benefit Plan or (iii) collective bargaining or other agreement with a Union, in each case whether written or oral;

(q) any loan to (or forgiveness of any loan to), or entry into any other transaction with, any of its shareholders or current or former directors, officers and employees;

(r) adoption of any amalgamation, arrangement, reorganization, liquidation or dissolution or the commencement of any proceedings seeking to adjudicate AGB a bankrupt or insolvent, making a proposal with respect to AGB under any law relating to bankruptcy, insolvency, reorganization or compromise of debts or similar laws, appointment of a trustee, receiver, agent, custodian or similar official for AGB or for any substantial part of its properties and assets or a creditor or any other Person commences any proceeding against AGB seeking to adjudicate it a bankrupt or insolvent or appointment of a trustee, receiver, agent, custodian or similar official for it or any substantial part of its properties and assets;

(s) purchase, lease or other acquisition of the right to own, use or lease any property or assets, except for purchases of inventory or supplies in the ordinary course of business consistent with past practice;

(t) acquisition by amalgamation or arrangement with, or by purchase of a substantial portion of the assets or shares of, or by any other manner, any business or any Person or any division thereof; or

(u) action by AGB to make, change or rescind any Tax election, amend any Tax Return or take any position on any Tax Return, take any action, omit to take any action or enter into any other transaction that would have the effect of increasing the Tax liability or reducing any Tax asset of AGB.

Section 3.08 Material Contracts.

(a) **Schedule 3.08** of the Disclosure Schedules lists each of the following Contracts of AGB (such Contracts, together with all Contracts concerning the occupancy, management or operation of any Real Property (including, brokerage contracts) listed or otherwise disclosed in **Schedule 3.08** of the Disclosure Schedules, being "**Material Contracts**"):

(i) each Contract of AGB involving aggregate consideration in excess of $5,000 and each Contract that cannot be cancelled by AGB without penalty or without more than 90 days' notice;

(ii) all partnership or joint venture agreements to which AGB is a party;

(iii) all Contracts that require AGB to purchase any product or service from a third party or that contain "take or pay" provisions;

(iv) all Contracts that provide for the indemnification by AGB of any Person or the assumption of any Tax, environmental or other Liability of any Person;

(v) all Contracts that relate to the acquisition or disposition of any business, a material amount of shares or assets of any other Person or any real property (including, without limitation, the Lease), whether by amalgamation, sale or issue of share, sale of assets or otherwise;

(vi) all employment agreements and Contracts with any director, officer or employee of AGB or Contracts with independent contractors or consultants (or similar arrangements) to which AGB is a party and that are not cancellable without material penalty, or that provide for any payment or penalty in connection with any change of control of AGB;

(vii) except for Contracts relating to trade receivables, all Contracts relating to indebtedness (including guarantees) of AGB;

(viii) all Contracts with any Governmental Authority to which AGB is a party;

(ix) all Contracts that limit or purport to limit the ability of AGB to compete in any line of business or with any Person or in any geographic area or during any period of time;

(x) any Contracts to which AGB is a party that provide for any joint venture, partnership or similar arrangement by AGB or pursuant to which any Person holds the right to acquire Common Shares of AGB;

(xi) all shareholder agreements, pooling agreements, voting trusts or similar agreements with respect to the ownership or voting of any of the shares of AGB or restriction of the power of the directors of AGB to manage, or supervise the management, of business and affairs of AGB;

(xii) all Contracts between or among AGB and any affiliate or related party;

(xiii) all collective bargaining agreements or Contracts with any Union to which AGB is a party; and

(xiv) any other Contract that is material to AGB and not previously disclosed pursuant to this **Section 3.08**.

(b) Unless described in the Disclosure Schedules, each Material Contract is valid and binding on AGB in accordance with its terms and is in full force and effect. Unless described in the Disclosure Schedules, none of AGB or, to AGB’s Knowledge, any other party thereto is in breach of or default under (or is alleged to be in breach of or default under) in any material respect, or has provided or received any notice of any intention to terminate, any Material Contract. Unless described in the Disclosure Schedules, no event or circumstance has occurred that, with notice or lapse of time or both, would constitute an event of default under any Material Contract or result in a termination thereof or would cause or permit the acceleration or other changes of any right or obligation or the loss of any benefit thereunder. Complete and correct copies of each Material Contract (including all modifications, amendments and supplements thereto and waivers thereunder) have been made available to Purchaser.

Section 3.09 Title to Assets; Real Property.

(a) Except as disclosed in **Schedule 3.09(a)** with respect default and expiry under the Lease and monies owing thereunder, AGB has good and valid (and, in the case of owned Real Property, good and marketable fee simple) title to, or a valid leasehold interest in, all Real Property and personal property and other assets reflected in the Audited Financial Statements or acquired after the Balance Sheet Date and disclosed in the Closing Balance Sheet, other than properties and assets sold or otherwise disposed of in the ordinary course of business consistent with past practice since the Balance Sheet Date. All such properties and assets (including leasehold interests) are free and clear of Encumbrances except for the following (collectively referred to as "**Permitted Encumbrances**"):

(i) liens for Taxes not yet due and payable;

(ii) construction, carriers', workplace safety and insurance, workers compensation, repair and storage or other like liens arising or incurred in the ordinary course of business consistent with past practice or amounts that are not delinquent and that are not, individually or in the aggregate, material to the business of AGB;

(iii) rights of parties in possession, zoning restrictions, easements, encroachments, rights of way, reservations and restrictions that run with the land and minor title defects (if any) which do not, in the aggregate, materially adversely affect the validity of title to or the value or marketability of the Real Property as they are presently used by AGB in connection with its business; or

(iv) other than with respect to owned Real Property, security interests arising under original purchase price conditional sales contracts and equipment leases with third parties entered into in the ordinary course of business consistent with past practice that are not, individually or in the aggregate, material to the business of AGB.

(b) There are no agreements, options, contracts or commitments to sell, transfer or otherwise dispose of any Real Property or that would restrict the ability of AGB to transfer any Real Property.

Except as disclosed in **Schedule 3.09(a)** with respect default and expiry under the Lease and monies owing thereunder, all of the agreements, licenses, rights and other documents and instruments pursuant to which AGB holds its property and assets are valid and subsisting agreements, documents or instruments in full force and effect, enforceable in accordance with the terms thereof and in good standing. Except as disclosed in **Schedule 3.09(a)** AGB is not in default of any of the material provisions of any such agreements, documents or instruments nor has any such default been alleged, and such properties and assets are in good standing under the applicable statutes and regulations of the jurisdictions in which they are situated, and there has been no material default under any lease or license pursuant to which AGB derives an interest in such property or assets and all taxes required to be paid with respect to such properties and assets to the date hereof have been paid. The interests of AGB in, or rights of AGB in or to any property of the Purchaser are not subject to any right of first refusal or purchase or acquisition rights.

Section 3.10 Condition of Assets.

The buildings, structures, furniture, fixtures, machinery, equipment, vehicles and other items of tangible personal property of AGB are structurally sound, are in good operating condition and repair, and are adequate for the uses to which they are being put, and none of such buildings, structures, furniture, fixtures, machinery, equipment, vehicles and other items of tangible personal property is in need of maintenance or repairs except for ordinary, routine maintenance and repairs that are not material in nature or cost.

Section 3.11 License Application.

(a) A copy of the License Application and all correspondence listed in **Section 3.11(a)** of the Disclosure Schedules have been provided to, or made available for viewing by the Purchaser and such correspondence represents all material correspondence received from Health Canada with respect to the License Application and AGB is the absolute legal and beneficial owner of, and has good and marketable title to, the License Application and rights as described in **Section 3.11(a)** of the Disclosure Schedules, free of all mortgages, liens, charges, pledges, security interests, encumbrances, claims or demands whatsoever, other than those described in the **Section 3.11(a)** of the Disclosure Schedules, and, except for the grant of a License pursuant to the License Application and the other rights described in **Section 3.11(a)** of the Disclosure Schedules, no other rights (including access rights) are necessary for the conduct of the business of AGB as currently conducted or contemplated to be conducted. AGB has complied in all respects with the ACMPR with respect to the License Application AGB knows of no claim or basis for any claim that might or could adversely affect the License Application or the grant of a License, and AGB has no responsibility or obligation to pay any fee, commission, royalty or other payment to any person with respect thereto except as disclosed in **Section 3.11(a)** of the Disclosure Schedules.

(b) The rights, licenses and concessions set out in **Section 3.11(a)** to the Disclosure Schedule are currently sufficient to permit AGB to commence construction on the Leased Premises necessary to satisfy ACMPR requirements. The estimated costs and construction plans for construction of the Leased Premises are as set forth in **Schedule 3.11(b)** of the Disclosure Schedule.

(c) Except as disclosed in **Schedule 3.09(a)** with respect default under the Lease and monies owing thereunder, all of the agreements, licenses, rights and other documents and instruments pursuant to which AGB holds its property and assets are valid and subsisting agreements, documents or instruments in full force and effect, enforceable in accordance with the terms thereof and in good standing. Except as disclosed in **Schedule 3.09(a)** with respect default under the Lease and monies owing thereunder, AGB is not in default of any of the material provisions of any such agreements, documents or instruments nor has any such default been alleged, and such properties and assets are in good standing under the applicable statutes and regulations of the jurisdictions in which they are situated, and there has been no material default under any lease or license pursuant to which AGB derives an interest in such property or assets and all taxes required to be paid with respect to such properties and assets to the date hereof have been paid. Except as disclosed in **Schedule 3.09(a)**, with respect to AGB's obligation under the Lease to acquire the Leased Premises, the interests of AGB in, or rights of AGB in or to any property of AGB are not subject to any right of first refusal or purchase or acquisition rights.

(d) AGB is in material compliance in all respects with each license and permit held by it and is not in violation of, or in default under, the applicable statutes, ordinances, rules, regulations, orders or decrees (including, without limitation, Environmental Laws, the ACMPR, the *Food and Drug Act* and the *Controlled Drugs and Substances Act*) of any governmental entities, regulatory agencies or bodies having asserting or claiming jurisdiction over it or over any part of its operations or assets.

(e) AGB has not received any notice of, nor been prosecuted for an offence alleging, non-compliance with any laws, ordinances, regulations and orders, including, without limitation, Environmental Laws, the ACMPR, the *Food and Drug Act* or the *Controlled Drugs and Substances Act*, and AGB has not settled any allegation of non-compliance short of prosecution. Except with respect to the construction of the Leased Premises disclosed in **Schedule 3.11(a)**, here are no orders or directions relating to environmental matters requiring any material work, repairs, construction or capital expenditures to be made with respect to any of the assets of AGB, nor has AGB received notice of any of the same.

(f) All submissions to Health Canada by AGB, and operation and communications by or on behalf of AGB, have been conducted in all respects in accordance with good industry practices and all applicable Laws, including, in all respects, the ACMPR.

Section 3.12 Insurance.

Except as disclosed in **Schedule 3.12** to the Disclosure Schedule, AGB is not a party to any policies or binders of fire, liability, product liability, umbrella liability, real and personal property, workplace safety and insurance, workers compensation, vehicle, directors' and officers' liability, fiduciary liability and other casualty and property insurance maintained by AGB and relating to the assets, business, operations, employees, officers and directors of AGB.

Section 3.13 Legal Proceedings; Governmental Orders.

(a) There are no Actions pending or, to AGB's Knowledge, threatened (a) against or by AGB or by or against any Affiliate of AGB relating to AGB; or (b) against or by AGB or any Affiliate of AGB that challenges or seeks to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement. No event has occurred or circumstances exist that may give rise to, or serve as a basis for, any such Action.

(b) There are no outstanding Governmental Orders and no unsatisfied judgments, penalties or awards against or affecting AGB or any of its properties or assets.

Section 3.14 Compliance With Laws; Permits.

(a) AGB has complied, and is now complying, with all Laws applicable to it or its business, properties or assets including, without limitation, the ACMPR, the *Controlled Drug and Substances Act*, the *Criminal Code* of Canada and Environmental Laws.

(b) All Permits required for AGB to conduct its business have been obtained by it and are valid and in full force and effect. All fees and charges with respect to such Permits as of the date hereof have been paid in full. **Section 3.11(a)** of the Disclosure Schedules lists all current Permits issued to AGB, including the names of the Permits and their respective dates of issuance and expiration. No event has occurred that, with or without notice or lapse of time or both, would reasonably be expected to result in the revocation, suspension, lapse or limitation of any Permit set forth in **Section 3.11(a)** of the Disclosure Schedules.

Section 3.15 Approvals.

AGB has received all requisite corporate and shareholder approvals, if any, required for the sale of the Purchased Shares to the Purchaser.

Section 3.16 Environmental Matters.

(a) To AGB's Knowledge, the Leased Premises do not lie within any protected area, rescued area, reserve, reservation, reserved area or special needs lands as designated by any Governmental Authority having jurisdiction.

(b) To AGB's Knowledge, AGB and the Leased Premises are in compliance with all Environmental Laws, except where failure to so comply would not have a Material Adverse Effect on AGB or the License Application.

(c) To AGB's Knowledge, there are no material environmental audits, evaluations or studies relating to the AGB, the Leased Premised or the License Application.

(d) There are no orders or directions relating to environmental matters requiring any work, repairs, construction or capital expenditures with respect to the Leased Premises or the conduct of business related to the License Application or the grant of the License, nor, to the best of AGB's knowledge, has any activity conducted by or on behalf of AGB in connection with the License Application been in violation of any applicable Environmental Laws.

(e) During the period of since AGB has held a lease-hold interest in the Leased Premises, to the best of AGB's Knowledge, there has been no material spill, discharge, leak, emission, ejection, dumping or any release or threatened release of any kind, of any Contaminants from, on, in or under the Leased Premises, except as expressly permitted or authorized under applicable laws.

(f) No Contaminants have been treated, disposed of or is located or stored at the Leased Premises as a result of activities of AGB.

(g) To the best of AGB's Knowledge, there is no reclamation required under applicable Law arising as a result of the operations of AGB in or on the Leased Premises.

(h) AGB is currently and has been in compliance with all Environmental Laws and has not, received from any Person any: (i) Environmental Notice or Environmental Claim; or (ii) written request for information pursuant to Environmental Law, which, in each case, either remains pending or unresolved, or is the source of ongoing obligations or requirements as of the Closing Date.

(i) To the Knowledge of AGB, there is not any condition, event or circumstance that might prevent or impede, after the Closing Date, the ownership, lease, operation or use of the Leased Premises.

(j) To the Knowledge AGB, there has been no Release of Hazardous Materials in contravention of Environmental Law with respect to the Leased Premises, and AGB has not received an Environmental Notice that the Leased Premises has been contaminated with any Hazardous Material which could reasonably be expected to result in an Environmental Claim against, or a violation of Environmental Law or term of any Environmental Permit by, AGB.

(k) AGB has not retained or assumed, by contract or operation of Law, any liabilities or obligations of third parties under Environmental Law.

(l) AGB is not aware of, as of the Closing Date, any condition, event or circumstance concerning the Release or regulation of Hazardous Materials that might, after the Closing Date, prevent, impede or materially increase the costs associated with the construction, lease, operation, performance or use of the Leased Premises.

Section 3.17 Employee Benefit Matters.

(a) AGB does not have a pension, benefit, retirement, compensation, employment, consulting, profit-sharing, deferred compensation, incentive, bonus, performance award, phantom equity, share or share-based, change in control, retention, severance, vacation, paid time off, welfare, fringe benefit and other similar agreement, plan, policy, program or arrangement (and any amendments thereto), in each case whether or not reduced to writing and whether funded or unfunded, which is or has been maintained, sponsored, contributed to, or required to be contributed to by AGB for the benefit of any current or former employee, officer, director, retiree, independent contractor or consultant of AGB or any spouse or dependent of such individual, or under which AGB has or may have any Liability, or with respect to which Purchaser would reasonably be expected to have any Liability, contingent or otherwise (each, a "**Benefit Plan**").

Section 3.18 Employment Matters.

(a) **Section 3.19(a)** of the Disclosure Schedules contains a list of all persons who are employees, independent contractors or consultants of AGB as of the date hereof, including any employee who is on a leave of absence of any nature, paid or unpaid, authorized or unauthorized, and sets forth for each such individual the following: (i) name; (ii) title or position (including whether full- or part-time); (iii) current monthly base compensation rate; (iv) commission, bonus or other incentive-based compensation; and (vi) a description of the benefits provided to each such individual as of the date hereof. As of the date hereof, all compensation, including wages, commissions, bonuses and vacation pay, payable to all employees, independent contractors or consultants of AGB for services performed on or before the date hereof have been paid in full and there are no outstanding agreements, understandings or commitments of AGB with respect to any compensation, commissions, bonuses or vacation pay.

(b) AGB is not, and has not been for the past two years, a party to, bound by, or negotiating any collective bargaining agreement or other Contract with a union, local council or labour organization (collectively, "**Union**"), and there is not, and has not been for the past two years, any Union representing or purporting to represent any employee of AGB, and, to Vendor's Knowledge, no Union or group of employees is seeking or has sought to organize employees for the purpose of collective bargaining. There has never been, nor has there been any threat of, any strike, slowdown, work stoppage, lockout, work-to-rule, concerted refusal to work overtime or other similar labour disruption or dispute affecting AGB or any of its employees. AGB has no duty to bargain with any Union.

(c) AGB is and has been in compliance in all material respects with all applicable Laws pertaining to employment and employment practices to the extent they relate to employees of AGB, including all Laws relating to labour relations, unfair labour practices, employment discrimination, harassment, pay equity, retaliation, disability rights or benefits, immigration, wages, hours, overtime compensation, child labour, hiring, promotion and termination of employees, working conditions, meal and break periods, privacy, health and safety, workplace safety and insurance, leaves of absence, unemployment insurance and employment standards. All individuals characterized and treated by AGB as independent contractors or consultants are properly treated as independent contractors under all applicable Laws. There are no Actions against AGB pending, or to AGB's Knowledge, threatened to be brought or filed, by or with any Governmental Authority or arbitrator in connection with the employment of any current or former applicant, employee, consultant or independent contractor of AGB, including any claim relating to unfair labour practices, employment discrimination, harassment, retaliation, pay equity, wage and hours or any other employment related matter arising under applicable Laws.

Section 3.19 Taxes.

(a) All Tax Returns, elections and other documents required to be filed on or before the Closing Date by AGB have been, or will be, timely filed. Such Tax Returns, elections and other documents are, or will be, true, complete and correct in all respects. All Taxes due and owing by AGB (whether or not shown on any Tax Return) have been, or will be, timely paid.

(b) AGB has collected, withheld, remitted and paid each Tax required to have been collected, withheld, remitted and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, customer, shareholder or other party, and complied with all information reporting and withholding and remittance provisions of applicable Law.

(c) No claim has been made by any taxing authority in any jurisdiction where AGB does not file Tax Returns that it is, or may be, subject to Tax by that jurisdiction.

(d) No agreements, arrangements, extensions or waivers of limitation periods have been given or requested with respect to any Taxes or Tax Return of AGB.

(e) The amount of AGB's Liability for unpaid Taxes for all periods ending on or before September 30, 2016 does not, in the aggregate, exceed the amount of accruals for Taxes (excluding reserves for deferred Taxes) reflected on the Financial Statements. The amount of AGB's Liability for unpaid Taxes for all periods following the end of the recent period covered by the Financial Statements shall not, in the aggregate, exceed the amount of accruals for Taxes (excluding reserves for deferred Taxes) as adjusted for the passage of time in accordance with the past custom and practice of AGB (and which accruals shall not exceed comparable amounts incurred in similar periods in prior years). AGB has no liability for Taxes other than those provided for in the Financial Statements or accrued for Taxes in the ordinary course of business since the Balance Sheet Date and are reflected in the Closing Balance Sheet.

(f) All deficiencies asserted, or assessments made, against AGB as a result of any examinations by any taxing authority have been fully paid.

(g) AGB is not a party to any Action by any taxing authority. There are no pending or threatened Actions by any taxing authority. There are no matters under discussion, dispute or audit with any taxing authority. No reassessments of AGB's Taxes have been issued and are outstanding. AGB has not received any indication from any taxing authority that an assessment or reassessment of AGB is proposed in respect of any Taxes, regardless of its merits.

(h) There are no Encumbrances for Taxes (other than for current Taxes not yet due and payable) upon the assets of AGB.

(i) AGB is not a party to, or bound by, any Tax indemnity, Tax sharing or Tax allocation agreement.

(j) No tax rulings have been requested or issued by any taxation authority with respect to AGB.

(k) AGB will not be required to include any item of income in, or exclude any item or deduction from, taxable income for any taxation year or portion thereof ending after the Closing Date as a result of use of an improper method of accounting, for a taxation year ending before the Closing Date.

(l) The value of the consideration paid or received by AGB in respect of the acquisition, sale or transfer of any property or the provision of any services to or from any Person with whom AGB does not deal at "arm's length" (as defined for purposes of the Tax Act) has been equal to the fair market value of such property acquired, sold or transferred or services provided.

Section 3.20 Books and Records.

To the Knowledge of AGB, the minute books, securities registers and share certificate books of AGB, all of which have been made available to Purchaser, are complete and correct and have been maintained in accordance with sound business practices. To the Knowledge of AGB, the minute books of AGB contain accurate and complete records of all meetings, and resolutions in writing of, the shareholders, the board of directors and any committees of the board of directors of AGB, and no meeting, or resolution in writing, of any such shareholders, board of directors or committee has been held for which minutes or resolutions in writing have not been prepared and are not contained in such minute books. At the Closing, all of the books and records of AGB will be in the possession of AGB.

Section 3.21 Brokers.

No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement or any other Transaction Document based upon arrangements made by or on behalf of AGB.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF PURCHASER

Except as set forth in the Disclosure Schedules, Purchaser represents and warrants to Vendor that the statements contained in this **Article IV** are true and correct as of the date hereof.

Section 4.01 Incorporation and Organization of Purchaser.

Purchaser is a corporation duly incorporated, organized and validly existing under the Laws of the province of British Columbia and has not been discontinued or dissolved under such Laws. No steps or proceedings have been taken to authorize or require such discontinuance or dissolution. Purchaser has submitted all notices or returns of corporate information and other filings required by Law to be submitted by it to any Governmental Authority. Purchaser has the corporate power and capacity to enter into this Agreement and the other Transaction Documents to which Purchaser is a party, to carry out its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery by Purchaser of this Agreement and any other Transaction Document to which Purchaser is a party, the performance by Purchaser of its obligations hereunder and thereunder and the consummation by Purchaser of the transactions contemplated hereby and thereby have been duly authorized by all requisite corporate action on the part of Purchaser. This Agreement has been duly executed and delivered by Purchaser, and assuming due authorization, execution and delivery by Vendor, this Agreement constitutes a legal, valid and binding obligation of Purchaser enforceable against Purchaser in accordance with its terms. When each other Transaction Document to which Purchaser is or will be a party has been duly executed and delivered by Purchaser and assuming due authorization, execution and delivery by each other party thereto, such Transaction Document will constitute a legal and binding obligation of Purchaser enforceable against it in accordance with its terms.

Section 4.02 Subsidiary

RVT Subco is the sole subsidiary of RVT. RVT Subco is directly or indirectly owned by the Purchaser: RVT Subco (i) has been duly organized and is validly existing under the laws of the jurisdiction of its organization, and is up-to-date in respect of all material corporate filings; and (ii) has all requisite corporate power and capacity to carry on its business as now conducted and to own or lease and operate its properties and assets; and (iii) no proceedings have been taken, instituted or, to the knowledge of the Purchaser, are pending for the dissolution or liquidation of the Purchaser or any of its subsidiaries.

Section 4.03 No Conflicts; Consents.

The execution, delivery and performance by the Purchaser of this Agreement and the other Transaction Documents, and the consummation of the transactions contemplated hereby and thereby, do not and will not: (a) conflict with or result in a violation or breach of, or default under, any provision of the articles of incorporation, by-laws, unanimous shareholder agreement or other organizational documents of the Purchaser; (b) conflict with or result in a violation or breach of any provision of any Law or Governmental Order applicable to the Purchaser; (c) require the consent, notice or other action by any Person under, conflict with, result in a violation or breach of, constitute a default or an event that, with or without notice or lapse of time or both, would constitute a default under, result in the acceleration of or create in any party the right to accelerate, terminate, modify or cancel any Contract to which the Purchaser is a party or by which the Purchaser is bound or to which any of their respective properties and assets are subject (including any material contract) or any Permit affecting the properties, assets or business of the Purchaser; or (d) result in the creation or imposition of any Encumbrance other than Permitted Encumbrances on any properties or assets of the Purchaser. No consent, approval, Permit, Governmental Order, declaration or filing with, or notice to, any Governmental Authority is required by or with respect to the Purchaser in connection with the execution and delivery of this Agreement and the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby.

Section 4.04 Brokers.

No broker, finder or investment banker is entitled to any brokerage, finder’s or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Purchaser.

Section 4.05 Consideration Shares.

Purchaser has reserved and allotted for issuance the Consideration Shares as fully paid and non-assessable common shares in the capital of Purchaser and all necessary corporate action has been taken or will have been taken prior to the Closing Date by the Purchaser so as to (i) validly issue the Consideration Shares on Closing as fully paid and non-assessable common shares of the Purchaser, (ii) validly create, authorize and issue the RVT Warrants on the Closing Date; and (iii) allot, reserve and authorize the issuance of Warrant Shares as fully paid and non-assessable common shares of the Purchaser upon the due exercise of the Warrants.

Section 4.06 Legal Proceedings.

There are no Actions pending or, to Purchaser's Knowledge, threatened against or by Purchaser or any Affiliate of Purchaser (a) against or by the Purchaser or (b) that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement. No event has occurred or circumstances exist that may give rise or serve as a basis for any such Action. There are no outstanding Governmental Orders and no unsatisfied judgments, penalties or awards against or affecting AGB or any of its properties or assets.

Section 4.07 Approvals

Purchaser has, or will at Closing have, made all requisite submissions and disclosures required under the Policies of the CSE for the acquisition of the Purchased Shares. At the Closing Date, all consents, approvals, permits, authorizations or filings as may be required under Securities Laws necessary for the execution and delivery of this Agreement, the issuance of the Consideration Shares, the creation and issuance of the RVT Warrants, the issuance of the Warrant Shares upon exercise of the RVT Warrants and the consummation of the transactions contemplated hereby and thereby have been made or obtained, as applicable, other than filings required to be submitted within the applicable time frame pursuant to applicable Securities Laws

Section 4.08 Capitalization.

(a) The authorized capital of Purchaser consists of an unlimited number of common shares of which 29,000,000 RVT Common Shares are issued and outstanding as at the date hereof. All of the issued and outstanding RVT Common Shares have been duly authorized, are validly issued, fully paid and non-assessable.

(b) To the Knowledge of the Purchaser, all of the RVT Common Shares were issued in compliance with applicable Laws. To the Knowledge of the Purchaser, none of the outstanding RVT Common Shares were issued in violation of any agreement, arrangement or commitment to which Purchaser is a party or is subject to or in violation of any preemptive or similar rights of any Person.

(c) Except as described in the Purchaser Public Disclosure Record, there are no outstanding or authorized options, warrants, convertible securities or other rights, agreements, arrangements or commitments of any character relating to any shares in the capital of Purchaser or obligating Purchaser to issue or sell any shares of, or any other interest in, Purchaser. There are no voting trusts or agreements, pooling agreements, unanimous shareholder agreements, other shareholder agreements, proxies or other agreements or understandings in effect with respect to the voting or transfer of any of the RVT Common Shares.

Section 4.09 Financial Statements.

Complete copies of Purchaser's audited financial statements consisting of the balance sheet as at October 31, in each of the years ended 2014, 2015 and 2016 and the related statement of profit and loss, statement of retained earnings and deficit and statement of changes in financial position for the years then ended and unaudited financial statements consisting of the balance sheet of Purchaser as at April 30, 2016 and the related statement of profit and loss, statement of retained earnings and deficit and statement of changes in financial position for the six month period then ended are available in the Purchaser Public Disclosure Record. These financial statements have been prepared in accordance with IFRS applied on a consistent basis throughout the period involved, subject, in the case of the interim financial statements, to normal and recurring year-end adjustments (the effect of which will not be materially adverse) and the absence of notes (that, if presented, would not differ materially from those presented in the Audited Financial Statements). These financial statements are based on the books and records of Purchaser, and fairly present, in all material respects, the financial condition of Purchaser as of the respective dates they were prepared and the results of the operations of Purchaser for the periods indicated. Purchaser maintains a standard system of accounting established and administered in accordance with IFRS.

Section 4.10 Undisclosed Liabilities.

Purchaser has no liabilities, obligations or commitments of any nature whatsoever, asserted or unasserted, known or unknown, absolute or contingent, accrued or unaccrued, matured or unmatured or otherwise, except:

(a) those that are adequately reflected or reserved against in the balance sheet as of the balance sheet date as indicated in the Purchaser Public Disclosure Record,

(b) those that have been incurred business since the latest balance sheet date as indicated in the Purchaser Public Disclosure Record, have been incurred in connection with the Transaction, or that have been incurred in the ordinary course of business and are not material in amount, and

(c) or are as of the date hereof disclosed in Section 4.10 of the Disclosure Schedules.

Section 4.11 Absence of Certain Changes, Events and Conditions.

Since the latest balance sheet date as indicated in the Purchaser Public Disclosure Record or other than in the ordinary course of business consistent with past practice, there has not been, with respect to Purchaser, any:

(a) event, occurrence or development that has had, or could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect;

(b) except with respect the proposed amendment of RVT's Articles of Incorporation disclosed in the Purchaser's Annual and Special General Meeting Circular dated August 15, 2016 contained in the Public Disclosure Record, amendment of the articles, Notice of Articles, unanimous shareholder agreement or other organizational documents of Purchaser;

(c) split, consolidation or reclassification of any shares in Purchaser;

(d) except has had been disclosed in the Purchaser Public Disclosure Record, the issuance, sale or other disposition of any shares in Purchaser, or grant of any options, warrants or other rights to purchase or obtain (including upon conversion, exchange or exercise) any shares in Purchaser;

(e) declaration or payment of any dividends or distributions on or in respect of any shares in Purchaser or redemption, retraction, purchase or acquisition of its shares;

(f) material change in any method of accounting or accounting practice of Purchaser, except as required by IFRS or as disclosed in the notes to the financial statements;

(g) other than as disclosed in the Purchaser Public Disclosure Record, entry into any Contract that would constitute a material contract;

(h) except as disclosed in the Public Disclosure Record, incurrence, assumption or guarantee of any indebtedness for borrowed money except unsecured current obligations and liabilities incurred in the ordinary course of business consistent with past practice;

(i) transfer, assignment, sale or other disposition of any of the assets shown or reflected in the balance sheet or cancellation of any debts or entitlements;

(j) material damage, destruction or loss (whether or not covered by insurance) to its property;

(k) except has had been disclosed in the Purchaser Public Disclosure Record any capital investment in, or any loan to, any other Person;

(l) acceleration, termination, material modification to or cancellation of any material Contract to which Purchaser is a party or by which it is bound;

(m) except has had been disclosed in the Purchaser Public Disclosure Record any material capital expenditures;

(n) except has had been disclosed in the Purchaser Public Disclosure Record any loan to (or forgiveness of any loan to), or entry into any other transaction with, any of its shareholders or current or former directors, officers and employees;

(o) adoption of any amalgamation, arrangement, reorganization, liquidation or dissolution or the commencement of any proceedings seeking to adjudicate Purchaser a bankrupt or insolvent, making a proposal with respect to Purchaser under any law relating to bankruptcy, insolvency, reorganization or compromise of debts or similar laws, appointment of a trustee, receiver, agent, custodian or similar official for Purchaser or for any substantial part of its properties and assets or a creditor or any other Person commences any proceeding against Purchaser seeking to adjudicate it a bankrupt or insolvent or appointment of a trustee, receiver, agent, custodian or similar official for it or any substantial part of its properties and assets;

(p) except has had been disclosed in the Purchaser Public Disclosure Record, purchase, lease or other acquisition of the right to own, use or lease any material property or assets, except for purchases of inventory or supplies in the ordinary course of business consistent with past practice;

(q) acquisition by amalgamation or arrangement with, or by purchase of a substantial portion of the assets or shares of, or by any other manner, any business or any Person or any division thereof;

(r) action by Purchaser to make, change or rescind any Tax election, amend any Tax Return or take any position on any Tax Return, take any action, omit to take any action or enter into any other transaction that would have the effect of increasing the Tax liability or reducing any Tax asset of Purchaser;

(s) (i) grant of any bonuses, whether monetary or otherwise, or increase in any wages, salary, severance, pension or other compensation or benefits in respect of its current or former employees, officers, directors, independent contractors or consultants, other than as provided for in any written agreements or required by applicable Law, (ii) change in the terms of employment for any employee or any termination of any employees, or (iii) action to accelerate the vesting or payment of any compensation or benefit for any current or former employee, officer, director, independent contractor or consultant; or

(t) adoption, modification or termination of any: (i) employment, severance, retention or other agreement with any current or former employee, officer, director, independent contractor or consultant, (ii) Benefit Plan or (iii) collective bargaining or other agreement with a Union, in each case whether written or oral.

Section 4.12 Material Contracts.

(a) **Section 4.12(a)** of the Disclosure Schedules lists each of the following Contracts of Purchaser as at the date hereof:

(i) each Contract of Purchaser involving aggregate consideration in excess of $5,000 or that cannot be cancelled by Purchaser without penalty or without more than 90 days' notice;

(ii) all Contracts that provide for the indemnification by Purchaser of any Person or the assumption of any Tax, environmental or other liability of any Person;

(iii) all Contracts that relate to the acquisition or disposition of any business, a material amount of shares or assets of any other Person or any real property (whether by amalgamation, sale or issue of share, sale of assets or otherwise);

(iv) except for Contracts relating to trade receivables, all Contracts relating to indebtedness (including guarantees) of Purchaser;

(v) all Contracts with any Governmental Authority to which Purchaser is a party;

(vi) all Contracts that limit or purport to limit the ability of Purchaser to compete in any line of business or with any Person or in any geographic area or during any period of time;

(vii) any Contracts to which Purchaser is a party that provide for any joint venture, partnership or similar arrangement by Purchaser;

(viii) all shareholder agreements, pooling agreements, voting trusts or similar agreements with respect to the ownership or voting of any of the shares of Purchaser or restriction of the power of the directors of Purchaser to manage, or supervise the management, of business and affairs of Purchaser;

(ix) all collective bargaining agreements or Contracts with any Union to which Purchaser is a party;

(x) all Contracts between or among the Purchaser and any affiliate or related party;

(xi) all Contracts that provide for any payment or penalty in connection with any change of control of the Purchaser;

(xii) all Contracts that require the Purchaser to purchase any product or service from a third party or that contain "take or pay" provisions;

(xiii) all employment agreements and Contracts with any director, officer or employee of the Purchaser as at the date hereof, or Contracts with independent contractors or consultants (or similar arrangements) to which the Purchaser is a party as at the date hereof, and that are not cancellable without material penalty;

(xiv) any other Contract that is material to Purchaser and not previously disclosed pursuant to this **Section 4.12**.

(b) Each material Contract listed in **Section 4.12(a)** of the Disclosure Schedules is valid and binding on Purchaser in accordance with its terms and is in full force and effect. None of Purchaser or, to Purchaser’s Knowledge, any other party thereto is in breach of or default under (or is alleged to be in breach of or default under) in any material respect, or has provided or received any notice of any intention to terminate, any material Contract. No event or circumstance has occurred that, with notice or lapse of time or both, would constitute an event of default under any material Contract or result in a termination thereof or would cause or permit the acceleration or other changes of any right or obligation or the loss of any benefit thereunder. Complete and correct copies of each material Contract (including all modifications, amendments and supplements thereto and waivers thereunder) have been made available to Vendor.

Section 4.13 Title to Assets; Real Property.

Purchaser has good and valid (and, in the case of owned real property, good and marketable fee simple) title to, or a valid leasehold interest in, all real property and personal property and other assets reflected in the audited financial statements or acquired after the latest balance sheet date as indicated in the Purchaser Public Disclosure Record, other than properties and assets sold or otherwise disposed of in the ordinary course of business consistent with past practice since such balance sheet date. Except as disclosed in the Purchaser's Public Disclosure Record, all such properties and assets (including leasehold interests) are free and clear of Encumbrances, except Permitted Encumbrances.

All of the agreements, licenses, rights and other documents and instruments pursuant to which the Purchaser holds its property and assets are valid and subsisting agreements, documents or instruments in full force and effect, enforceable in accordance with the terms thereof and in good standing. The Purchaser is not in default of any of the material provisions of any such agreements, documents or instruments nor has any such default been alleged, and such properties and assets are in good standing under the applicable statutes and regulations of the jurisdictions in which they are situated, and there has been no material default under any lease or license pursuant to which the Purchaser derives an interest in such property or assets and all taxes required to be paid with respect to such properties and assets to the date hereof have been paid. The interests of the Purchaser in, or rights of the Purchaser in or to any property of the Purchaser are not subject to any right of first refusal or purchase or acquisition rights.

Section 4.14 Compliance With Laws; Permits.

(a) Purchaser has complied, and is now complying, with all Laws applicable to it or its business, properties or assets.

(b) All Permits required for Purchaser to conduct its business have been obtained by it and are valid and in full force and effect. All fees and charges with respect to such Permits as of the date hereof have been paid in full. No event has occurred that, with or without notice or lapse of time or both, would reasonably be expected to result in the revocation, suspension, lapse or limitation of any Permit.

Section 4.15 Environmental Matters.

(a) Purchaser is currently and has been in compliance with all Environmental Laws and has not, received from any Person any: (i) Environmental Notice or Environmental Claim; or (ii) written request for information pursuant to Environmental

Law, which, in each case, either remains pending or unresolved, or is the source of ongoing obligations or requirements as of the Closing Date.

(b) Purchaser has obtained and is in material compliance with all Environmental Permits necessary for the ownership, lease, operation or use of the business or assets of Purchaser as currently conducted, and all such Environmental Permits are in full force and effect and shall be maintained in full force and effect by Purchaser through the Closing Date in accordance with Environmental Law, and Purchaser is not aware of any condition, event or circumstance that might prevent or impede, after the Closing Date, the ownership, lease, operation or use of the business or assets of Purchaser as currently carried out. Purchaser has not received any Environmental Notice or written communication regarding any material adverse change in the status or terms and conditions of such Environmental Permits.

(c) To the knowledge of Purchaser, there has been no Release of Hazardous Materials in contravention of Environmental Law with respect to the business or assets of Purchaser or any real property currently or formerly owned, operated, controlled or leased by Purchaser, and Purchaser has not received an Environmental Notice that any real property currently or formerly owned, operated or leased in connection with the business of Purchaser (including soils, groundwater, surface water, buildings and other structure located on any such real property) has been contaminated with any Hazardous Material which could reasonably be expected to result in an Environmental Claim against, or a violation of Environmental Law or term of any Environmental Permit by, Purchaser.

(d) Purchaser has not retained or assumed, by contract or operation of Law, any liabilities or obligations of third parties under Environmental Law.

(e) Purchaser is not aware of, as of the Closing Date, any condition, event or circumstance concerning the Release or regulation of Hazardous Materials that might, after the Closing Date, prevent, impede or materially increase the costs associated with the ownership, lease, operation, performance or use of the business or assets of Purchaser as currently carried out.

Section 4.16 Employment Matters.

(a) None of the employment agreements or consulting arrangements to which the Purchaser is a party will lead to material payments by AGB or otherwise have a material effect on AGB as a result of the acquisition of the Purchased Shares.

(b) The Purchaser is not, and has not been for the past two years, a party to, bound by, or negotiating any collective bargaining agreement or other Contract with a union, local council or labour organization (collectively, "**Union**"), and there is not, and has not been for the past two years, any Union representing or purporting to represent any employee of Purchaser, and, to Purchaser's Knowledge, no Union or group of employees is seeking or has sought to organize employees for the purpose of collective bargaining.

There has never been, nor has there been any threat of, any strike, slowdown, work stoppage, lockout, work-to-rule, concerted refusal to work overtime or other similar labour disruption or dispute affecting Purchaser or any of its employees. Purchaser has no duty to bargain with any Union.

(c) Purchaser is and has been in compliance in all material respects with all applicable Laws pertaining to employment and employment practices to the extent they relate to employees of Purchaser, including all Laws relating to labour relations, unfair labour practices, employment discrimination, harassment, pay equity, retaliation, disability rights or benefits, immigration, wages, hours, overtime compensation, child labour, hiring, promotion and termination of employees, working conditions, meal and break periods, privacy, health and safety, workplace safety and insurance, leaves of absence, unemployment insurance and employment standards. All individuals characterized and treated by Purchaser as independent contractors or consultants are properly treated as independent contractors under all applicable Laws. There are no Actions against Purchaser pending, or to Purchaser's Knowledge, threatened to be brought or filed, by or with any Governmental Authority or arbitrator in connection with the employment of any current or former applicant, employee, consultant or independent contractor of Purchaser, including any claim relating to unfair labour practices, employment discrimination, harassment, retaliation, pay equity, wage and hours or any other employment related matter arising under applicable Laws.

Section 4.17 Employee Benefit Matters.

(a) Other than its stock option plan disclosed in the Purchaser Public Disclosure Record, the Purchaser does not have a pension, benefit, retirement, compensation, employment, consulting, profit-sharing, deferred compensation, incentive, bonus, performance award, phantom equity, share or share-based, change in control, retention, severance, vacation, paid time off, welfare, fringe benefit and other similar agreement, plan, policy, program or arrangement (and any amendments thereto), in each case whether or not reduced to writing and whether funded or unfunded, which is or has been maintained, sponsored, contributed to, or required to be contributed to by the Purchaser for the benefit of any current or former employee, officer, director, retiree, independent contractor or consultant of the Purchaser or any spouse or dependent of such individual, or under which the Purchaser has or may have any Liability, or with respect to which Purchaser would reasonably be expected to have any Liability, contingent or otherwise.

Section 4.18 Taxes.

All Tax Returns, elections and other documents required to be filed on or before the Closing Date by Purchaser have been, or will be, timely filed. Such Tax Returns, elections and other documents are, or will be, true, complete and correct in all respects.

All Taxes due and owing by Purchaser (whether or not shown on any Tax Return) have been, or will be, timely paid.

(a) Purchaser has collected, withheld, remitted and paid each Tax required to have been collected, withheld, remitted and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, customer, shareholder or other party, and complied with all information reporting and withholding and remittance provisions of applicable Law.

(b) No claim has been made by any taxing authority in any jurisdiction where Purchaser does not file Tax Returns that it is, or may be, subject to Tax by that jurisdiction.

(c) No agreements, arrangements, extensions or waivers of limitation periods have been given or requested with respect to any Taxes or Tax Return of Purchaser.

(d) The amount of Purchaser's Liability for unpaid Taxes for all periods ending on or before October 31, 2016 does not, in the aggregate, exceed the amount of accruals for Taxes (excluding reserves for deferred Taxes) reflected on the latest balance sheet as indicated in the Purchaser Public Disclosure Record. The amount of Purchaser's Liability for unpaid Taxes for all periods following the end of the recent period covered by these financial statements shall not, in the aggregate, exceed the amount of accruals for Taxes (excluding reserves for deferred Taxes) as adjusted for the passage of time in accordance with the past custom and practice of Purchaser (and which accruals shall not exceed comparable amounts incurred in similar periods in prior years). Purchaser has no liability for Taxes other than those provided for in the financial statements or accrued for Taxes in the ordinary course of business since the latest balance sheet as indicated in the Purchaser Public Disclosure Record. The provision for Taxes in the financial statements of Purchaser provided to Vendor will constitute an adequate provision for the payment of all Taxes in respect of periods ending before the Closing Date.

(e) All deficiencies asserted, or assessments made, against Purchaser as a result of any examinations by any taxing authority have been fully paid.

(f) Purchaser is not a party to any Action by any taxing authority. There are no pending or threatened Actions by any taxing authority. There are no matters under discussion, dispute or audit with any taxing authority. No reassessments of Purchaser's Taxes have been issued and are outstanding. Purchaser has not received any indication from any taxing authority that an assessment or reassessment of Purchaser is proposed in respect of any Taxes, regardless of its merits.

(g) There are no Encumbrances for Taxes (other than for current Taxes not yet due and payable) upon the assets of Purchaser.

(h) Purchaser is not a party to, or bound by, any Tax indemnity, Tax sharing or Tax allocation agreement.

(i) No tax rulings have been requested or issued by any taxation authority with respect to Purchaser.

(j) Purchaser will not be required to include any item of income in, or exclude any item or deduction from, taxable income for any taxation year or portion thereof ending after the Closing Date as a result of use of an improper method of accounting, for a taxation year ending before the Closing Date.

(k) The value of the consideration paid or received by Purchaser in respect of the acquisition, sale or transfer of any property or the provision of any services to or from any Person with whom Purchaser does not deal at "arm's length" (as defined for purposes of the Tax Act) has been equal to the fair market value of such property acquired, sold or transferred or services provided.

Section 4.19 Books and Records.

The minute books of Purchaser are complete and correct and have been maintained in accordance with sound business practices. The minute books of Purchaser contain accurate and complete records of all meetings, and resolutions in writing of, the shareholders, the board of directors and any committees of the board of directors of Purchaser, and no meeting, or resolution in writing, of any such shareholders, board of directors or committee has been held for which minutes or resolutions in writing have not been prepared and are not contained in such minute books.

Section 4.20 Pre-Emptive Rights.

The issue of the Consideration Shares and Warrant Shares will not be subject to any pre-emptive right or other contractual right to purchase securities granted by the Purchaser or to which the Purchaser is subject. Except pursuant to the transactions contemplated herein, no person has or will have as of the Closing Date any agreement or option, or right or privilege (whether pre-emptive or contractual) capable of becoming an agreement or option, for the purchase from the Purchaser of any unissued shares or securities of the Purchaser.

Section 4.21 Listing and Compliance

(a) The currently issued and outstanding RVT Common Shares are, and upon issuance the Consideration Shares and Warrant Shares will be, listed and posted for trading on the CSE and no order ceasing or suspending trading in any securities of the Purchaser or prohibiting the sale of the Consideration Shares or RVT Warrants or the trading of any of the Purchaser's issued securities has been issued and, to the knowledge of the Purchaser, no proceedings for such purpose have been threatened or are pending; and

(b) the Purchaser has not taken any action which would be reasonably expected to result in the delisting or suspension of the RVT Common Shares on or from the CSE and the Purchaser is currently in compliance, in all material respects, with the rules and regulations of the CSE.

Section 4.22 Reporting Issuer

The Purchaser is, and will on the Closing Date be, a "reporting issuer", not included in a list of defaulting reporting issuers maintained by the securities regulators in the Provinces of British Columbia and Ontario and without limiting the foregoing, the Purchaser has at all times complied, in all material respects, with its obligations to make timely disclosure of all material changes relating to it and there is no material change relating to the Purchaser which has occurred and with respect to which the requisite news release has not been disseminated or material change report has not been filed with such securities regulators.

Section 4.23 Public Disclosure

All filings and fees required to be made and paid by the Purchaser pursuant to the securities laws of each of the Provinces of British Columbia and Ontario and general corporate law have been made and paid and the information and statements set forth in the Public Disclosure Record were accurate in all material respects and did not contain any misrepresentation as of the date of such information or statement, and the Purchaser has not filed any confidential material change report with any securities regulators that is still maintained on a confidential basis.

Section 4.24 Insurance

The Purchaser does not currently hold any insurance policies.

ARTICLE V
COVENANTS

Section 5.01 Conduct of Business Before the Closing.

From the date hereof until the Closing, except as otherwise provided in this Agreement or consented to in writing by Purchaser (which consent shall not be unreasonably withheld or delayed), AGB shall, (i) conduct the business of AGB in the ordinary course of business consistent with past practice, including the pursuit of small-scale mineral production; and (ii) use best efforts to maintain and preserve intact the current organization and business of AGB and to preserve the rights, franchises, goodwill and relationships of its employees, customers, lenders, suppliers, regulators and others having business relationships with AGB. Without limiting the foregoing, from the date hereof until the Closing Date, Vendor shall cause AGB to:

(a) preserve and maintain all of its licenses rights, concessions and permits, including, without limitation, the License Application, in all material respects;

(b) except for deferred payments in respect of the Lease as disclosed in **Schedule 5.01(b)** of the Disclosure Schedule, pay its debts and other obligations when due in accordance with normal business practice;

(c) maintain the properties and assets owned, operated or used by AGB in the same condition as they were on the date of this Agreement, subject to reasonable wear and tear;

(d) defend and protect its properties and assets from infringement or usurpation;

(e) perform all of its obligations under all Material Contracts relating to or affecting its properties, assets or business;

(f) maintain its books and records in accordance with past practice;

(g) comply in all material respects with all applicable Laws, including, without limitation, with reporting and other requirements under the ACMPR with respect to the License Application; and

(h) not take or permit any action that would cause any of the changes, events or conditions described in **Section 3.07** to occur.

Section 5.02 Conduct of Purchaser Before the Closing.

From the date hereof until the Closing, except as otherwise provided in this Agreement or consented to in writing by AGB (which consent shall not be unreasonably withheld or delayed), Purchaser shall (i) conduct the business of Purchaser in the ordinary course of business consistent with past practice; and (ii) use best efforts to maintain and preserve intact the current organization and business of Purchaser and to preserve the rights, franchises, goodwill and relationships of its employees, customers, lenders, suppliers, regulators and others having business relationships with Purchaser. Without limiting the foregoing, from the date hereof until the Closing Date, Purchaser shall:

(a) preserve and maintain all of its material licenses rights, concessions and permits;

(b) pay its debts and other obligations when due;

(c) maintain the properties and assets owned, operated or used by Purchaser in the same condition as they were on the date of this Agreement, subject to reasonable wear and tear;

(d) continue in full force and effect without modification all insurance policies, except as required by applicable Law;

(e) defend and protect its properties and assets from infringement or usurpation;

(f) perform all of its obligations under all Contracts relating to or affecting its properties, assets or business;

(g) maintain its books and records in accordance with past practice;

(h) comply in all material respects with all applicable Laws and the policies of the CSE; and

(i) not take or permit any action that would cause any of the changes, events or conditions described in **Section 4.11** to occur.

Section 5.03 Access to Information- Purchaser.

(a) From the date hereof until the Closing, Vendor shall, and shall cause AGB to, (a) afford Purchaser and its Representatives full and free access to and the right to inspect all of the Real Property, properties, assets, premises, books and records, licenses (including the License Application and related correspondence), Contracts and other documents and data related to AGB; (b) furnish Purchaser and its Representatives with such financial, operating and other data and information related to AGB as Purchaser or any of its Representatives may reasonably request, including, without limitation; and (c) instruct the Representatives of Vendor and AGB to cooperate with Purchaser in its investigation of AGB. Without limiting the foregoing, Vendor shall permit Purchaser and its Representatives to conduct environmental due diligence on the Leased Premised and the License Application. Any investigation pursuant to this **Section 5.03** shall be conducted in such manner as not to interfere unreasonably with the conduct of the business of AGB. The Purchaser acknowledges and agrees that all non-public and other information concerning AGB or the License Application directly or indirectly provided by the Vendor to it shall be treated as confidential information, and the Purchaser shall not publish or otherwise disclose, disseminate or use such information, including but not limited to use in violation of insider trading, tipping and other provisions of applicable securities laws, without the express written consent of AGB or unless such information is or becomes available to the public other than by way of the Purchaser's breach of its confidentiality obligation hereunder. Notwithstanding the foregoing, the Vendor acknowledges and agrees that, in accordance with requirements under the policies of the CSE, in connection with Closing, the Purchaser is required to prepare and sedar file a CSE Listing Statement providing full, true and plain disclosure of the Purchaser's proposed business following completion of the Transaction, which will include a description of AGB, its operations, assets and the License Application (the "**Listing Statement**"). The Vendor hereby agrees to such public filing, and to the disclosure of the Listing Statement in accordance with CSE Policies, and to prospective investors in connection with any financing activities that may be conducted by the Purchaser on or before Closing, provided that any such investor must be bound by confidentiality provisions consistent with this paragraph.

Section 5.04 Access to Information - Vendor.

(a) From the date hereof until the Closing, Purchaser shall (a) afford Vendor and its Representatives full and free access to and the right to inspect all of the properties, assets, premises, books and records, Contracts and other documents and data related to Purchaser; (b) furnish Vendor and its Representatives with such financial, operating and other data and information related to Purchaser as Vendor or any of its Representatives may reasonably request; and (c) instruct the Representatives of Purchaser to cooperate with Vendor in its investigation of Purchaser. Without limiting the foregoing, Purchaser shall permit Vendor and its Representatives to conduct environmental due diligence on the properties of Purchaser. Any investigation pursuant to this **Section 5.03(a)** shall be conducted in such manner as not to interfere unreasonably with the conduct of the business of Purchaser.

(b) The Vendor acknowledges and agrees that all non-public technical and other information concerning the Purchaser directly or indirectly provided by the Purchaser to it shall be treated as confidential information, and the Vendor shall not copy, transmit, publish or otherwise disclose, disseminate or use such information, including but not limited to use in violation of insider trading, tipping and other provisions of applicable securities laws, without the express written consent of the Purchaser or unless such information is or becomes available to the public other than by way of the Vendor's breach of its confidentiality obligation hereunder.

Section 5.05 No Solicitation of Other Bids.

(a) Vendor shall not, and shall not authorize or permit any of its Affiliates or any of its or their Representatives to, directly or indirectly, (i) encourage, solicit, initiate, facilitate or continue inquiries regarding an Acquisition Proposal; (ii) enter into discussions or negotiations with, or provide any information to, any Person concerning a possible Acquisition Proposal; or (iii) enter into any agreements or other instruments (whether or not binding) regarding an Acquisition Proposal. Vendor shall immediately cease and cause to be terminated, and shall cause its Affiliates (including AGB) and all of its and their Representatives to immediately cease and cause to be terminated, all existing discussions or negotiations with any Persons conducted heretofore with respect to, or that could lead to, an Acquisition Proposal. For purposes hereof, "**Acquisition Proposal**" shall mean any inquiry, proposal or offer from any Person (other than Purchaser or any of its Affiliates) concerning (i) a merger, amalgamation, arrangement, liquidation, recapitalization, share exchange or other business combination transaction involving AGB; (ii) the issuance or acquisition of shares in the capital, or other equity securities, of AGB; or (iii) the sale, lease, exchange or other disposition of substantially all or any significant portion of AGB's properties or assets.

(b) In addition to the other obligations under this **Section 5.05**, Vendor shall promptly (and in any event within two Business Days after receipt thereof by Vendor or its Representatives) advise Purchaser orally and in writing of any Acquisition Proposal, any request for information with respect to any Acquisition Proposal, or any inquiry with respect to or which could reasonably be expected to result in an Acquisition Proposal, the material terms and conditions of such request, Acquisition Proposal or inquiry, and the identity of the Person making the same.

(c) Vendor agrees that the rights and remedies for noncompliance with this **Section 5.05** shall include having such provision specifically enforced by any court of competent equitable jurisdiction, it being acknowledged and agreed that any such breach or threatened breach shall cause irreparable injury to Purchaser and that monetary damages would not provide an adequate remedy to Purchaser.

Section 5.06 Notice of Certain Events.

(a) From the date hereof until the Closing, AGB shall promptly notify Purchaser in writing of any:

(i) fact, circumstance, event or action the existence, occurrence or taking of which (A) has had, or could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, (B) has resulted in, or could reasonably be expected to result in, any representation or warranty made by Vendor hereunder not being true and correct or (C) has resulted in, or could reasonably be expected to result in, the failure of any of the conditions set forth in **Section 6.03** to be satisfied;

(ii) notice or other communication from any Person alleging that the consent of such Person is or may be required in connection with the transactions contemplated by this Agreement;

(iii) notice or other communication from any Governmental Authority in connection with the transactions contemplated by this Agreement; and

(iv) actions commenced or, to Vendor's Knowledge, threatened against, relating to or involving or otherwise affecting Vendor or AGB that, if pending on the date of this Agreement, would have been required to have been disclosed pursuant to **Section 3.13** or that relates to the consummation of the transactions contemplated by this Agreement.

(b) Purchaser’s receipt of information pursuant to this **Section 5.06** shall not operate as a waiver or otherwise affect any representation, warranty or agreement given or made by Vendor in this Agreement and shall not be deemed to amend or supplement the Disclosure Schedules.

(c) From the date hereof until the Closing, Purchaser shall promptly notify Vendor in writing of any:

(i) fact, circumstance, event or action the existence, occurrence or taking of (A) has had, or could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect (B) has resulted in, or could reasonably be expected to result in, any representation or warranty made by Purchaser hereunder not being true and correct or (C) has resulted in, or could reasonably be expected to result in, the failure of any of the conditions set forth in **Section 6.02** to be satisfied;

(ii) notice or other communication from any Person other than the CSE alleging that the consent of such Person is or may be required in connection with the transactions contemplated by this Agreement;

(iii) notice or other communication from any Governmental Authority in connection with the transactions contemplated by this Agreement; and

(iv) actions commenced or, to Purchaser's Knowledge, threatened against, relating to or involving or otherwise affecting Purchaser that, if pending on the date of this Agreement, would have been required to have been disclosed pursuant to **Section 4.06** or that relates to the consummation of the transactions contemplated by this Agreement.

(d) Vendor's receipt of information pursuant to this **Section 5.06** shall not operate as a waiver or otherwise affect any representation, warranty or agreement given or made by Purchaser in this Agreement and shall not be deemed to amend or supplement the Disclosure Schedules.

Section 5.07 Personal Information Privacy.

Purchaser shall at all times comply with all Laws governing the protection of personal information with respect to Personal Information disclosed or otherwise provided to Purchaser by Vendor or AGB under this Agreement. Purchaser shall only collect, use or disclose such Personal Information for the purposes of investigating AGB and its business as contemplated in this Agreement and completing the transactions contemplated in this Agreement, including obtaining CSE approval. Purchaser shall safeguard all Personal Information collected from Vendor or AGB in a manner consistent with the degree of sensitivity of the Personal Information and maintain at all times the security and integrity of the Personal Information. Purchaser shall not make copies of the Personal Information or any excerpts thereof or in any way re-create the substance or contents of the Personal Information if the purchase of the Purchased Shares is not completed for any reason and shall return all Personal Information to Vendor of destroy such Personal Information at Vendor's request.

Section 5.08 Governmental Approvals and Consents.

(a) Each party hereto shall, as promptly as possible, (i) make, or cause or be made, all filings and submissions required under any Law applicable to such party or any of its Affiliates; and (ii) use best efforts to obtain, or cause to be obtained, all consents, authorizations, orders and approvals from all Governmental Authorities that may be or become necessary for its execution and delivery of this Agreement and the performance of its obligations pursuant to this Agreement and the other Transaction Documents. Each party shall cooperate fully with the other party and its Affiliates in promptly seeking to obtain all such consents, authorizations, orders and approvals (including the Commissioner). The parties hereto shall not willfully take any action that will have the effect of delaying, impairing or impeding the receipt of any required consents, authorizations, orders and approvals.

(b) Without limiting the generality of the parties' undertakings pursuant to **Section 5.08(a)**, each of the parties shall use all reasonable best efforts to:

(i) respond to any inquiries by any Governmental Authority regarding any matters with respect to the transactions contemplated by this Agreement or any agreement or document contemplated hereby;

(ii) avoid the imposition of any order or the taking of any action that would restrain, alter or enjoin the transactions contemplated by this Agreement or any agreement or document contemplated hereby; and

(iii) if any Governmental Order adversely affecting the ability of the parties to consummate the transactions contemplated by this Agreement or any agreement or document contemplated hereby has been issued, to have such Governmental Order vacated or lifted.

(c) If any consent, approval or authorization necessary to preserve any right or benefit under any Contract to which AGB is a party is not obtained before the Closing, Vendor shall, subsequent to the Closing, cooperate with Purchaser and AGB in attempting to obtain such consent, approval or authorization as promptly thereafter as practicable. If such consent, approval or authorization cannot be obtained, Vendor shall use commercially reasonable efforts to provide AGB with the rights and benefits of the affected Contract for the term thereof, and, if Vendor provides such rights and benefits, AGB shall assume all obligations and burdens thereunder.

(d) All analyses, appearances, meetings, discussions, presentations, memoranda, briefs, filings, arguments and proposals made by or on behalf of either party before any Governmental Authority or the staff of any Governmental Authority, in connection with the transactions contemplated hereunder shall be disclosed to the other party hereunder in advance of any filing, submission or attendance, it being the intent that the parties will consult and cooperate with one another, and consider the views of one another, in connection with any such analyses, appearances, meetings, discussions, presentations, memoranda, briefs, filings, argument and proposals. Each party shall give notice to the other party with respect to any meeting, discussion, appearance or contact with any Governmental Authority or the staff of any Governmental Authority, with such notice being sufficient to provide the other party with the opportunity to attend and participate in such meeting, discussion, appearance or contact.

(e) Notwithstanding the foregoing, nothing in this **Section 5.08** shall require, or be construed to require, Purchaser or any of its Affiliates to agree to (i) sell, hold, divest, discontinue or limit, before or after the Closing Date, any assets, businesses or interests of Purchaser, AGB or any of their respective Affiliates; (ii) any conditions relating to, or changes or restrictions in, the operations of any such assets, businesses or interests which, in either case, could reasonably be expected to result in a Material Adverse Effect or materially and adversely impact the economic or business benefits to Purchaser of the transactions contemplated by this Agreement; or (iii) any material modification or waiver of the terms and conditions of this Agreement.

Section 5.09 Books and Records.

(a) To facilitate the resolution of any claims made against or incurred by Vendor before the Closing, or for any other reasonable purpose, for a period of two years after the Closing, Purchaser shall:

(i) retain the books and records (including personnel files) of AGB relating to periods before the Closing in a manner reasonably consistent with the prior practices of AGB; and

(ii) upon reasonable notice, afford the Representatives of Vendor reasonable access (including the right to make, at Vendor's expense, photocopies), during normal business hours, to such books and records.

(b) To facilitate the resolution of any claims made by or against or incurred by Company after the Closing, or for any other reasonable purpose, for a period of two years after the Closing, Vendor shall:

(i) retain the books and records (including personnel files) of Vendor which relate to AGB and its operations for periods before the Closing; and

(ii) upon reasonable notice, afford the Representatives of Purchaser or AGB reasonable access (including the right to make, at Purchaser's expense, photocopies), during normal business hours, to such books and records.

(c) Neither Purchaser nor Vendor shall be obligated to provide the other party with access to any books or records (including personnel files) pursuant to this **Section 5.09** where such access would violate any Law.

Section 5.10 Closing Conditions.

From the date hereof until the Closing, each party hereto shall use reasonable best efforts to take such actions as are necessary to expeditiously satisfy the closing conditions set forth in **Article VI**.

Section 5.11 Public Announcements.

Unless otherwise required by applicable Law or stock exchange requirements, no party to this Agreement shall make any public announcements in respect of this Agreement or the transactions contemplated hereby or otherwise communicate with any news media without the prior written consent of the other party (which consent shall not be unreasonably withheld or delayed), and the parties shall cooperate as to the timing and contents of any such announcement. For greater certainty, the obligations herein will not prevent any party from making, after consultation with the other parties, such disclosure as its counsel advises is required by applicable Law or the rules and policies of the CSE.

Section 5.12 Further Assurances.

Following the Closing, each of the parties hereto shall, and shall cause their respective Affiliates to, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement. Each of the parties hereto further agree to work together to minimize the tax consequences that may arise due to the sale of the Purchased Shares pursuant to this Agreement.

ARTICLE VI
CONDITIONS TO CLOSING

Section 6.01 Conditions to Obligations of All Parties.

The obligations of each party to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment, at or before the Closing, of each of the following conditions:

(a) No Governmental Authority shall have enacted, issued, promulgated, enforced or entered any Governmental Order which is in effect and has the effect of making the transactions contemplated by this Agreement illegal, otherwise restraining or prohibiting consummation of such transactions or causing any of the transactions contemplated hereunder to be rescinded following completion thereof.

(b) Vendor shall have received all consents, authorizations, orders and approvals required for consummation of the transactions contemplated herein and in the other Transaction Documents and Purchaser shall have received all consents, authorizations, orders and approvals required for the consummation of the transactions contemplated herein and in the other Transactions Documents in each case, in form and substance reasonably satisfactory to Purchaser and Vendor, and no such consent, authorization, order and approval shall have been revoked.

(c) Receipt by RVT of irrevocable subscriptions for an equity financing which is to close concurrently with or following Closing of the Transaction for aggregate gross proceeds of not less than $3,000,000 (the "**Financing**").

(d) The receipt of approval of CSE with respect to the Transaction and related transactions contemplated by the Transaction Documents, including the Financing.

Section 6.02 Conditions to Obligations of Purchaser.

The obligations of Purchaser to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or Purchaser's waiver, at or before the Closing, of each of the following conditions:

(a) The representations and warranties of Vendor contained in this Agreement and in the other Transaction Documents and any certificate or other writing delivered pursuant hereto shall be true and correct in all respects (in the case of any representation or warranty qualified by materiality or Material Adverse Effect) or in all material respects (in the case of any representation or warranty not qualified by materiality or Material Adverse Effect) on and as of the date hereof and on and as of the Closing Date with the same effect as though made at and as of such date (except those representations and warranties that address matters only as of a specified date, the accuracy of which shall be determined as of that specified date in all respects).

(b) Vendor shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement and each of the other Transaction Documents to be performed or complied with by it prior to or on the Closing Date; provided that, with respect to agreements, covenants and conditions that are qualified by materiality, Vendor shall have performed such agreements, covenants and conditions, as so qualified, in all respects.

(c) No Action shall have been commenced against Purchaser, the Vendors or AGB, which would prevent the Closing. No injunction or restraining order shall have been issued by any Governmental Authority, and be in effect, which restrains or prohibits any transaction contemplated hereby.

(d) From the date of this Agreement, there shall not have occurred any Material Adverse Effect, nor shall any event or events have occurred that, individually or in the aggregate, with or without the lapse of time, could reasonably be expected to result in a Material Adverse Effect.

(e) The Transaction Documents (other than this Agreement) shall have been executed and delivered by the parties thereto and true and complete copies thereof shall have been delivered to Purchaser.

(f) Purchaser shall have received the Closing Balance Sheet no later than 5 Business days prior to the Closing Date and the Closing Balance Sheet shall be acceptable to Purchaser, acting reasonably.

(g) Purchaser shall have received a certificate, dated the Closing Date and signed by a duly authorized officer of AGB, that each of the conditions set forth in **Section 6.02(a)** and **Section 6.02(b)** have been satisfied and that there has been no loss of any material permit, license, lease or other held by AGB, including, without limitation, any lapse of, default under, or termination of, the License Application.

(h) Purchaser shall have received a certificate of an officer of AGB certifying that attached thereto are true and complete copies of all resolutions adopted by the board of directors of AGB authorizing the execution, delivery and performance of this Agreement and the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby, and that all such resolutions are in full force and effect and are all the resolutions adopted in connection with the transactions contemplated hereby and thereby.

(i) Purchaser shall have received a certificate of an officer of AGB certifying the names and signatures of the officers of AGB authorized to sign this Agreement, the Transaction Documents and the other documents to be delivered hereunder and thereunder.

(j) Vendor shall have delivered to Purchaser a certificate of good standing for AGB from the applicable British Columbia Registrar of Companies.

(k) Vendor shall have delivered, or caused to be delivered, to Purchaser share certificates representing the Purchased Shares, free and clear of Encumbrances, duly endorsed in blank or accompanied by share transfers or other instruments of transfer duly executed in blank, together with a share certificate representing all of the Purchased Shares issued in the name of the Purchaser and a copy of the share register, or similar document, of AGB showing Purchaser as the recorded owner of the Purchased Shares, and a legal opinion from counsel to AGB confirming various corporate matters relating to AGB as Purchaser may request, acting reasonably, and including confirmation that Purchaser is the recorded owner of the Purchased Shares and that the Purchased Shares represent 100% of the Purchased Shares of AGB.

(l) AGB will have delivered the original License Application to the Purchaser, together with copies of any subsequent submissions to Health Canada or correspondence with Health Canada in respect of or related to the License Application.

(m) Vendor shall have delivered to the Purchaser the complete minute books of AGB.

(n) AGB having entered into a management services agreement (the "**Service Agreement**") with Noel Avila in substantially the form attached as **Schedule 6.02(n)**.

(o) AGB having delivered, or caused to be delivered, a Joinder Agreement, in the form attached as **Schedule 6.02(o)**, duly executed by AGB Shareholders holding not less than 91% of the issued and outstanding Purchased Shares.

(p) AGB having delivered, or caused to be delivered, an Escrow Agreement, in substantially the form attached as **Schedule 6.02(p)**, duly executed by each of Noel Avila and Leo Avila (or, as applicable, an affiliate to whom their respective Consideration Shares are being issued).

(q) Vendor shall have delivered, or caused to be delivered, to Purchaser certificates representing the AGB Options, free and clear of Encumbrances, duly endorsed in blank or accompanied by share transfers or other instruments of transfer duly executed in blank.

(r) Vendor shall have delivered to the Purchaser evidence, to the Purchaser's satisfaction, acting reasonably, the Lease will, following Closing, be renegotiated on terms satisfactory to the Purchaser, acting reasonably.

(s) Vendor shall have delivered to Purchaser such other documents or instruments as Purchaser reasonably requests and are reasonably necessary to consummate the transactions contemplated by this Agreement.

Section 6.03 Conditions to Obligations of Vendor.

The obligations of Vendor to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or Vendor's waiver, at or before the Closing, of each of the following conditions:

(a) The representations and warranties of Purchaser contained in this Agreement, the other Transaction Documents and any certificate or other writing delivered pursuant hereto shall be true and correct in all respects (in the case of any representation or warranty qualified by materiality or Material Adverse Effect) or in all material respects (in the case of any representation or warranty not qualified by materiality or Material Adverse Effect) on and as of the date hereof and on and as of the Closing Date with the same effect as though made at and as of such date (except those representations and warranties that address matters only as of a specified date, the accuracy of which shall be determined as of that specified date in all respects).

(b) Purchaser shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement and each of the other Transaction Documents to be performed or complied with by it on or before the Closing Date; provided that, with respect to agreements, covenants and conditions that are qualified by materiality, Purchaser shall have performed such agreements, covenants and conditions, as so qualified, in all respects.

(c) No injunction or restraining order shall have been issued by any Governmental Authority, and be in effect, which restrains or prohibits any material transaction contemplated hereby.

(d) The Transaction Documents (other than this Agreement) shall have been executed and delivered by the parties thereto and true and complete copies thereof shall have been delivered to Vendor.

(e) Vendor shall have received a certificate, dated the Closing Date and signed by a duly authorized officer of Purchaser, that each of the conditions set forth in **Section 6.03(a)** and **Section 6.03(b)** have been satisfied.

(f) Vendor shall have received a certificate signed by a duly authorized officer of Purchaser certifying that attached thereto are true and complete copies of all resolutions adopted by the board of directors of Purchaser authorizing the execution, delivery and performance of this Agreement and the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby, and that all such resolutions are in full force and effect and are all the resolutions adopted in connection with the transactions contemplated hereby and thereby.

(g) Vendor shall have received a certificate of an officer of Purchaser certifying the names and signatures of the officers of Purchaser authorized to sign this Agreement, the Transaction Documents and the other documents to be delivered hereunder and thereunder.

(h) Purchaser shall have delivered to Vendor certificates representing the Consideration Shares, free and clear of Encumbrances, other than the Pooling Restrictions, and any restriction on transfer arising under applicable Law, or required under the policies of the CSE.

(i) Purchaser shall have delivered to Vendor a certificate representing the RVT Warrants, free and clear of Encumbrances, other than the Pooling Restrictions, and any restriction on transfer arising under applicable Law, or required under the policies of the CSE.

(j) One nominee of the Vendor, acceptable to the board of directors of the Purchaser, acting reasonably, will have been appointed to the Purchaser's board of directors.

(k) Vendor shall have received a legal opinion from counsel to the Purchaser confirming various corporate and securities laws matters relating to the issuance of the Consideration Shares to the AGB Shareholders.

(l) Purchaser shall have delivered to Vendor such other documents or instruments as Vendor reasonably requests and are reasonably necessary to consummate the transactions contemplated by this Agreement.

Section 6.04 Post-Closing Covenants.

The obligations of each party to consummate the transactions contemplated by this Agreement shall be also subject to using commercially reasonable efforts to fulfill, following Closing, each of the following covenants:

(a) Following closing, the parties will use best efforts to enter into an agreement with the landlord for the leased premises, providing for the settlement of outstanding amounts owing under the lease, and renegotiation and extension of the Lease, on terms satisfactory to the Purchaser.

(b) Until the issuance of the License all parties shall use best efforts to ensure that the board and management of AGB will be comprised of the following individuals:

(i) Noel Avila - Director/ Senior Person In Charge;

(ii) Leo Avila – Director / Responsible Person In Charge;

(iii) Dinah Avila – Alternate Responsible Person In Charge;

(iv) Leila Avila – Alternate Responsible Person In Charge;

(v) Paulette Avila – Alternate Person In Charge;

(vi) John Simon – Quality Assurance Person.

(c) Until such time as the License has been granted and RVT is able to appoint a majority of nominees to act as directors and officers of AGB, AGB shall not, without the prior written approval of RVT, proceed with or undertake any of the following matters:

(i) Entering into or acquisition of any business other than fulfilling the requirements for the grant of a License pursuant to the License Application or, after grant of the License, producing, possessing and selling cannabis, or cannabis products in accordance with the terms of the License;

(ii) Appoint or terminate any person as a senior officer or director of AGB, including any "senior person in charge", any "responsible person in charge", "any alternative person in charge" or any "quality assurance person", in each case as those terms are defined in the ACMPR, or any successor regulations;

(iii) Any change to the focus of AGB's business or operations;

(iv) Any material changes for changes for construction plans or expenditures on the Leased Premises;

(v) Any termination or amendment to the Lease;

(vi) Any dissolution or winding up of AGB or distribution or sale of any of AGB's assets;

(vii) The issuance of any common shares, preferred shares or convertible securities;

(viii) Any amendment to the constating documents of AGB;

(ix) Any merger, consolidation or amalgamation of AGB with any other entity;

(x) The formation of any subsidiary;

(xi) Commencement of any construction on the Leased Premises;

(xii) Entering into any agreement with any affiliate or related party of AGB or RVT;

(xiii) Payment of any commission or bonus;

(xiv) Any expenditure in excess of $5,000;

(xv) Incurring any debt or encumbering AGB's assets, excluding trade debt incurred in the normal course of operations not exceeding $5,000; or

(xvi) Commencement or defense of any litigation, arbitration or proceeding; or approval.

ARTICLE VII
INDEMNIFICATION

Section 7.01 Survival.

Subject to the limitations and other provisions of this Agreement, the representations and warranties contained herein shall survive the Closing and shall remain in full force and effect until the date that is 2 years from the Closing Date; provided that the representations and warranties and covenants in (a) **Section 3.01**, **Section 3.02**, **Section 3.21**, **Section 4.01**, Section 4.03, **Section 4.08** and **Section 6.04** shall survive indefinitely and (b) **Section 3.11**, **Section 3.19**, and **Section 4.18** shall survive for the full period of all applicable limitation periods (giving effect to any waiver, mitigation or extension thereof) plus 60 days. All covenants and agreements of the parties contained herein shall survive the Closing indefinitely or for the period explicitly specified therein. 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 non-breaching party to the breaching party 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 or the expiry of the limitation period under applicable Law, whichever is sooner.

Section 7.02 Indemnification By AGB.

Subject to the other terms and conditions of this **Article VII**, AGB shall indemnify and defend each of Purchaser and its Affiliates and their respective Representatives (collectively, the "**Purchaser Indemnitees**") against, and shall hold each of them harmless from and against, and shall pay and reimburse each of them for, any and all Losses incurred or sustained by, or imposed upon, the Purchaser Indemnitees based upon, arising out of, with respect to or by reason of:

(a) any inaccuracy in or breach of any of the representations or warranties of AGB contained in this Agreement or in any certificate or instrument delivered by or on behalf of AGB pursuant to this Agreement, as of the date such representation or warranty was made or as if such representation or warranty was made on and as of the Closing Date (except for representations and warranties that expressly relate to a specified date, the inaccuracy in or breach of which will be determined with reference to such specified date);

(b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by Vendor pursuant to this Agreement; or

(c) any tax liabilities or obligations which may arise from the sale of the Purchased Shares to Purchaser hereunder.

Notwithstanding the above, AGB shall not be liable to the Purchaser Indemnitees under this section for any matters arising from any Purchaser Indemnitee's own negligence, fraud, wilful misconduct, breach of Law or this Agreement.

Section 7.03 Indemnification By Purchaser.

Subject to the other terms and conditions of this **Article VII**, Purchaser shall indemnify and defend each of Vendor and its Affiliates and their respective Representatives (collectively, the "**Vendor Indemnitees**") against, and shall hold each of them harmless from and against, and shall pay and reimburse each of them for, any and all Losses incurred or sustained by, or imposed upon, the Vendor Indemnitees based upon, arising out of, with respect to or by reason of:

(a) any inaccuracy in or breach of any of the representations or warranties of Purchaser contained in this Agreement or in any certificate or instrument delivered by or on behalf of Purchaser pursuant to this Agreement, as of the date such representation or warranty was made or as if such representation or warranty was made on and as of the Closing Date (except for representations and warranties that expressly relate to a specified date, the inaccuracy in or breach of which will be determined with reference to such specified date); or

(b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by Purchaser pursuant to this Agreement.

Notwithstanding the above, the Purchaser shall not be liable to the Vendor Indemnitees under this section for any matters arising from any Vendor Indemnitee's own negligence, fraud, wilful misconduct, breach of Law or this Agreement.

Section 7.04 Certain Limitations.

For purposes of this **Article VII**, any inaccuracy in or breach of any representation or warranty shall be determined without regard to any materiality, Material Adverse Effect or other similar qualification contained in or otherwise applicable to such representation or warranty. In addition, no party shall be liable for any losses resulting from or relating to any inaccuracy in or breach of any representation or warranty in this Agreement if the party seeking indemnification for such losses or otherwise making a claim relating to the representations or warranties in this Agreement had knowledge of such breach before Closing.

Section 7.05 Indemnification Procedures.

The party making a claim under this **Article VII** is referred to as the "**Indemnified Party**", and the party against whom such claims are asserted under this **Article VII** is referred to as the "**Indemnifying Party**".

(a) **Third Party Claims.** If any Indemnified Party receives notice of the assertion or commencement of any Action made or brought by any Person who is not a party to this Agreement or an Affiliate of a party to this Agreement or a Representative of the foregoing (a "**Third Party Claim**") against such Indemnified Party with respect to which the Indemnifying Party is obligated to provide indemnification under this Agreement, the Indemnified Party shall give the Indemnifying Party reasonably prompt written notice thereof, but in any event not later than 14 calendar days after receipt of such notice of such Third Party Claim. The failure to give such prompt written notice shall not, however, relieve the Indemnifying Party of its indemnification obligations, except and only to the extent that the Indemnifying Party forfeits rights or defences by reason of such failure. Such notice by the Indemnified Party shall describe the Third Party Claim in reasonable detail, include copies of all material written evidence thereof and indicate the estimated amount, if reasonably practicable, of the Loss that has been or may be sustained by the Indemnified Party. The Indemnifying Party shall have the right to participate in, or by giving written notice to the Indemnified Party, to assume the defence of any Third Party Claim at the Indemnifying Party's expense and by the Indemnifying Party's own counsel, and the Indemnified Party shall cooperate in good faith in such defence; provided that, if the Indemnifying Party is Vendor, such Indemnifying Party shall not have the right to defend or direct the defence of any such Third Party Claim that (x) is asserted directly by or on behalf of a Person that is a supplier or customer of AGB, or (y) seeks an injunction or other equitable relief against the Indemnified Party. If the Indemnifying Party assumes the defence of any Third Party Claim, subject to **Section 7.05(b)**, it shall have the right to take such action as it deems necessary to avoid, dispute, defend, appeal or make counter-claims pertaining to any such Third Party Claim in the name and on behalf of the Indemnified Party. The Indemnified Party shall have the right to participate in the defence of any Third Party Claim with counsel selected by it subject to the Indemnifying Party's right to control the defence thereof. The fees and disbursements of such counsel shall be at the expense of the Indemnified Party, provided that, if in the reasonable opinion of counsel to the Indemnified Party, (A) there are legal defences available to an Indemnified Party that are different from or additional to those available to the Indemnifying Party; or (B) there exists a conflict of interest between the Indemnifying Party and the Indemnified Party that cannot be waived, the Indemnifying Party shall be liable for the reasonable fees and expenses of counsel to the Indemnified Party in each jurisdiction for which the Indemnified Party determines counsel is required. If the Indemnifying Party elects not to compromise or defend such Third Party Claim, fails to promptly notify the Indemnified Party in writing of its election to defend as provided in this Agreement, or fails to diligently prosecute the defence of such Third Party Claim, the Indemnified Party may, subject to **Section 7.05(b)**, pay, compromise, defend such Third Party Claim and seek indemnification for any and all Losses based upon, arising from or relating to such Third Party Claim. Vendor and Purchaser shall cooperate with each other in all reasonable respects in connection with the defence of any Third Party Claim, including making available records relating to such Third Party Claim and furnishing, without expense (other than reimbursement of actual out-of-pocket expenses) to the defending party, management employees of the non-defending party as may be reasonably necessary for the preparation of the defence of such Third Party Claim.

(b) **Settlement of Third Party Claims.** Notwithstanding any other provision of this Agreement, the Indemnifying Party shall not enter into settlement of any Third Party Claim without the prior written consent of the Indemnified Party, except as provided in this **Section 7.05(b)**. If a firm offer is made to settle a Third Party Claim without leading to liability or the creation of a financial or other obligation on the part of the Indemnified Party and provides, in customary form, for the unconditional release of each Indemnified Party from all liabilities and obligations in connection with such Third Party Claim and the Indemnifying Party desires to accept and agree to such offer, the Indemnifying Party shall give written notice to that effect to the Indemnified Party. If the Indemnified Party fails to consent to such firm offer within ten days after its receipt of such notice, the Indemnified Party may continue to contest or defend such Third Party Claim and, in such event, the maximum liability of the Indemnifying Party as to such Third Party Claim shall not exceed the amount of such settlement offer. If the Indemnified Party fails to consent to such firm offer and also fails to assume defence of such Third Party Claim, the Indemnifying Party may settle the Third Party Claim upon the terms set forth in such firm offer to settle such Third Party Claim. If the Indemnified Party has assumed the defence under **Section 7.05(a)**, it shall not agree to any settlement without the written consent of the Indemnifying Party (which consent shall not be unreasonably withheld or delayed).

(c) **Direct Claims.** Any Action by an Indemnified Party on account of a Loss which does not result from a Third Party Claim (a "**Direct Claim**") shall be asserted by the Indemnified Party giving the Indemnifying Party reasonably prompt written notice thereof, but in any event not later than 14 calendar days after the Indemnified Party becomes aware of such Direct Claim. The failure to give such prompt written notice shall not, however, relieve the Indemnifying Party of its indemnification obligations, except and only to the extent that the Indemnifying Party forfeits rights or defences by reason of such failure. Such notice by the Indemnified Party shall describe the Direct Claim in reasonable detail, shall include copies of all material written evidence thereof and shall indicate the estimated amount, if reasonably practicable, of the Loss that has been or may be sustained by the Indemnified Party. The Indemnifying Party shall have 14 calendar days after its receipt of such notice to respond in writing to such Direct Claim. The Indemnified Party shall allow the Indemnifying Party and its professional advisors to investigate the matter or circumstance alleged to give rise to the Direct Claim, and whether and to what extent any amount is payable in respect of the Direct Claim and the

Indemnified Party shall assist the Indemnifying Party's investigation by giving such information and assistance (including access to AGB's premises and personnel and the right to examine and copy any accounts, documents or records) as the Indemnifying Party or any of its professional advisors may reasonably request. If the Indemnifying Party does not so respond within such 14 day period, the Indemnifying Party shall be deemed to have rejected such claim, in which case the Indemnified Party shall be free to pursue such remedies as may be available to the Indemnified Party on the terms and subject to the provisions of this Agreement.

Section 7.06 Payments.

Once a Loss is agreed to by the Indemnifying Party or finally adjudicated to be payable pursuant to this **Article VII**, the Indemnifying Party shall satisfy its obligations within ten Business Days of such final, non-appealable adjudication by wire transfer of immediately available funds. The parties hereto agree that should an Indemnifying Party not make full payment of any such obligations within such ten Business Day period, any amount payable shall accrue interest from and including the date of agreement of the Indemnifying Party or final, non-appealable adjudication to but excluding the date such payment has been made at a rate per annum equal to the prime rate as calculated by the Bank of Canada. Such interest shall be calculated daily on the basis of a 365 day year and the actual number of days elapsed, without compounding.

Section 7.07 Tax Treatment of Indemnification Payments.

All indemnification payments made under this Agreement shall be treated by the parties as an adjustment to the Purchase Price for Tax purposes, unless otherwise required by Law.

Section 7.08 Exclusive Remedies.

Subject to **Section 5.07** and **Section 9.11** the parties acknowledge and agree that their sole and exclusive remedy with respect to any and all claims (other than claims arising from fraud, criminal activity or willful misconduct on the part of a party hereto in connection with the transactions contemplated by this Agreement) for any breach of any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement, shall be pursuant to the indemnification provisions set forth in this **Article VII**. In furtherance of the foregoing, each party hereby waives, to the fullest extent permitted under Law, any and all rights, claims and causes of action for any breach of any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement it may have against the other parties hereto and their Affiliates and each of their respective Representatives arising under or based upon any Law, except pursuant to the indemnification provisions set forth in this **Article VII**. Nothing in this **Section 7.08** shall limit any Person's right to seek and obtain any equitable relief to which any Person shall be entitled or to seek any remedy on account of any party's fraudulent, criminal or willful misconduct.

ARTICLE VIII
TERMINATION

Section 8.01 Termination.

This Agreement may be terminated at any time before the Closing:

(a) by the mutual written consent of Vendor and Purchaser;

(b) by Purchaser by written notice to Vendor if:

(i) Purchaser is not then in material breach of any provision of this Agreement and there has been a breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by Vendor pursuant to this Agreement that would give rise to the failure of any of the conditions specified in **Article VI** and such breach, inaccuracy or failure has not been cured by Vendor within 10 days of Vendor's receipt of written notice of such breach from Purchaser; or

(ii) any of the conditions set forth in **Section 6.01** or **Section 6.02** shall not have been, or if it becomes apparent that any of such conditions will not be, fulfilled by the Vendor on or before October 31, 2017, unless such failure shall be due to the failure of Purchaser to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it before the Closing;

(c) by Vendor by written notice to Purchaser if:

(i) Vendor is not then in material breach of any provision of this Agreement and there has been a breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by Purchaser pursuant to this Agreement that would give rise to the failure of any of the conditions specified in **Article VI** and such breach, inaccuracy or failure has not been cured by Purchaser within 10 days of Purchaser's receipt of written notice of such breach from Vendor; or

(ii) any of the conditions set forth in **Section 6.01** or **Section 6.03** shall not have been, or if it becomes apparent that any of such conditions will not be, fulfilled by the Purchaser on or before October 31, 2017, unless such failure shall be due to the failure of Vendor to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it before the Closing; or

(d) by Purchaser or Vendor if (i) there shall be any Law that makes consummation of the transactions contemplated by this Agreement illegal or otherwise prohibited or (ii) any Governmental Authority shall have issued a Governmental Order restraining or enjoining the transactions contemplated by this Agreement, and such Governmental Order shall have become final and non-appealable.

Section 8.02 Effect of Termination.

In the event of the termination of this Agreement in accordance with this **Article VIII**, this Agreement shall forthwith have no further force or effect and there shall be no liability on the part of any party hereto except:

(a) as set forth in this **Article VIII** and **Article IX** hereof; and

(b) that nothing herein shall relieve any party hereto from liability for any willful breach of any provision hereof.

ARTICLE IX
MISCELLANEOUS

Section 9.01 Expenses.

Except as otherwise expressly provided herein, all costs and expenses, including fees and disbursements of counsel, financial advisors and accountants, incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses, whether or not the Closing shall have occurred.

Section 9.02 Notices.

All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this **Section 9.02**):

If to any AGB Shareholder	**Schedule 1.0**
If to AGB:	16403 - 132nd Avenue Edmonton, AB T6V 1J5
	E-mail: noel.avila@chargermetal.ca

	Attention: **Noel Avila**, President
	with a copy to (which shall not constitute notice):
	Miller Thomson LLP 40 King St. W., Suite 5800 Toronto, ON M5H 3S1
	Facsimile: 416.595.8695
	E-mail: alalka@millerthomson.com
	Attention: Alexander Lalka
If to Purchaser:	Suite 507 – 837 West Hastings Street Vancouver, British Columbia V6C 3N6
	E-mail: ajd@harbourpacific.com
	Attention: Anton J. Drescher, Chief Executive Officer

Section 9.03 Interpretation.

For purposes of this Agreement, (a) the words “include,” “includes” and “including” shall be deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; and (c) the words “herein,” “hereof,” “hereby,” “hereto” and “hereunder” refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to Articles, Sections, Disclosure Schedules and Exhibits mean the Articles and Sections of, and Disclosure Schedules and Exhibits attached to, this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Disclosure Schedules and Exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein. All dollar amounts referred to in this Agreement are stated in Canadian Dollars.

Section 9.04 Headings.

The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 9.05 Severability.

If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

Section 9.06 Entire Agreement.

This Agreement, together with the other Transaction Documents constitutes the entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement and those in the other Transaction Documents, the Exhibits and Disclosure Schedules (other than an exception expressly set forth as such in the Disclosure Schedules), the statements in the body of this Agreement will control.

Section 9.07 Successors and Assigns.

This Agreement shall be binding upon and shall enure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; provided, however, that before the Closing Date, Purchaser may, without the prior written consent of Vendor, assign all or any portion of its rights under this Agreement to one or more of its direct or indirect wholly owned subsidiaries. No assignment shall relieve the assigning party of any of its obligations hereunder.

Section 9.08 No Third Party Beneficiaries.

Except as provided in **Article VII**, this Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 9.09 Amendment and Modification; Waiver.

This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Section 9.10 Governing Law; Submission to Jurisdiction.

(a) This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

(b) Any action or proceeding arising out of or based upon this Agreement, the other Transaction Documents or the transactions contemplated hereby or thereby may be brought in the courts of the Province of British Columbia and each party irrevocably submits and agrees to attorn to the exclusive jurisdiction of that court in any such action or proceeding. The parties irrevocably and unconditionally waive any objection to the venue of any action or proceeding in that court and irrevocably waive and agree not to plead or claim in that court that such action or proceeding has been brought in an inconvenient forum.

Section 9.11 Specific Performance.

The parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

Section 9.12 Time of the Essence

Time is of the essence in this Agreement

Section 9.13 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

ALBERTA GREEN BIOTECH INC.

By__”*Noel Avila”* ______________
Name: Noel Avila
Title: Director

RAVENCREST RESOURCES INC.

By_*”Anton J. Drescher”*__________
Name: Anton J. Drescher
Title: Director

1118613 B.C. LTD.

By_*”Anton J. Drescher”*__________
Name: Anton J. Drescher
Title: Director

Schedule 1.0

<u>AGB Shareholders</u>

Shareholder Registered Name	Registered & Delivery Address	Number of AGB Common Shares Held	Number of RVT Common Shares Issued on Closing of Transaction
[Redacted – Shareholder Name].	[Redacted – Shareholder Address]	400,000	57,206
[Redacted – Shareholder Name].	[Redacted – Shareholder Address]	64,000	9,152
[Redacted – Shareholder Name].	[Redacted – Shareholder Address]	1,800,000	257,427
[Redacted – Shareholder Name].	[Redacted – Shareholder Address]	64,000	9,152
[Redacted – Shareholder Name].	[Redacted – Shareholder Address]	6,000,000	858,093
[Redacted – Shareholder Name].	[Redacted – Shareholder Address]	2,000,000	286,031
[Redacted – Shareholder Name].	[Redacted – Shareholder Address]	500,000	71,507
[Redacted – Shareholder Name].	[Redacted – Shareholder Address]	175,000	25,027
[Redacted – Shareholder Name].	[Redacted – Shareholder Address]	175,000	25,027
[Redacted – Shareholder Name].	[Redacted – Shareholder Address]	20,000,000	2,860,310
[Redacted – Shareholder Name].	[Redacted – Shareholder Address]	4,000,000	572,062
[Redacted – Shareholder Name].	[Redacted – Shareholder Address]	270,000	38,614
[Redacted – Shareholder Name].	[Redacted – Shareholder Address]	125,000	17,876
[Redacted – Shareholder Name].	[Redacted – Shareholder Address]	318,119	45,495
[Redacted – Shareholder Name].	[Redacted – Shareholder Address]	64,000	9,152
[Redacted – Shareholder Name].	[Redacted – Shareholder Address]	200,000	28,603
[Redacted – Shareholder Name].	[Redacted – Shareholder Address]	64,000	9,152
[Redacted – Shareholder Name].	[Redacted – Shareholder Address]	64,000	9,152
[Redacted – Shareholder Name].	[Redacted – Shareholder Address]	64,000	9,152
[Redacted – Shareholder Name].	[Redacted – Shareholder Address]	381,815	54,605
[Redacted – Shareholder Name].	[Redacted – Shareholder Address]	64,000	9,152
[Redacted – Shareholder Name].	[Redacted – Shareholder Address]	2,000,000	286,031
[Redacted – Shareholder Name].	[Redacted – Shareholder Address]	128,000	18,305
[Redacted – Shareholder Name].	[Redacted – Shareholder Address]	250,000	35,753
[Redacted – Shareholder Name].	[Redacted – Shareholder Address]	96,000	13,729
[Redacted – Shareholder Name].	[Redacted – Shareholder Address]	1,000,000	143,015
[Redacted – Shareholder Name].	[Redacted – Shareholder Address]	400,000	57,206
[Redacted – Shareholder Name].	[Redacted – Shareholder Address]	400,000	57,206
[Redacted – Shareholder Name].	[Redacted – Shareholder Address]	5,000,000	715,077

Shareholder Registered Name	**Registered & Delivery Address**	**Number of AGB Common Shares Held**	**Number of RVT Common Shares Issued on Closing of Transaction**
[Redacted – Shareholder Name].	[Redacted – Shareholder Address]	200,000	28,603
[Redacted – Shareholder Name].	[Redacted – Shareholder Address]	6,400	915
[Redacted – Shareholder Name].	[Redacted – Shareholder Address]	250,000	35,753
[Redacted – Shareholder Name].	[Redacted – Shareholder Address]	125,000	17,876
[Redacted – Shareholder Name].	[Redacted – Shareholder Address]	400,000	57,206
[Redacted – Shareholder Name].	[Redacted – Shareholder Address]	300,000	42,904
[Redacted – Shareholder Name].	[Redacted – Shareholder Address]	125,000	17,876
[Redacted – Shareholder Name].	[Redacted – Shareholder Address]	5,000,000	715,077
[Redacted – Shareholder Name].	[Redacted – Shareholder Address]	400,000	57,206
[Redacted – Shareholder Name].	[Redacted – Shareholder Address]	5,000,000	715,077
[Redacted – Shareholder Name].	[Redacted – Shareholder Address]	125,000	17,876
[Redacted – Shareholder Name].	[Redacted – Shareholder Address]	250,000	35,753
[Redacted – Shareholder Name].	[Redacted – Shareholder Address]	500,000	71,507
[Redacted – Shareholder Name].	[Redacted – Shareholder Address]	250,000	35,753
[Redacted – Shareholder Name].	[Redacted – Shareholder Address]	125,000	17,876
[Redacted – Shareholder Name].	[Redacted – Shareholder Address]	150,000	21,452
[Redacted – Shareholder Name].	[Redacted – Shareholder Address]	96,000	13,729
[Redacted – Shareholder Name].	[Redacted – Shareholder Address]	300,000	42,904
TOTAL		**59,669,334**	**8,533,612**

Schedule 3.02(c)

Outstanding Convertible Securities of AGB

Option Agreements

1. Stock Option Agreement between Alberta Green Biotech Inc. and [Redacted – Option Holder Name]., dated September 4, 2015 whereby [Redacted – Option Holder Name] is granted the option to acquire 400,000 common shares in the capital of Alberta Green Biotech Inc. at an exercise price of $0.50 per common share until September 4, 2020, all of which have vested.

Schedule 3.06

AGB Liabilities

1. The Lease expired October 31, 2016 and is currently in default. Outstanding amounts owed to [Redacted – Landlord Name] (the "**Landlord**") pursuant to the lease agreement set out in Schedule 3.08 as follows:

[Redacted – Tennant Ledger Details]

Current	30 Days	60 Days	Over 90 Days	Amount Due
38,633.96	0.00	0.00	899,219.44	937,853.40

Note: These charges are based on the assumption that the Lease Agreement dated January 1, 2017 is executed.

2. D&O Liability Insurance (PrivateEdge Plus) provided by AIG Insurance Company of Canada effective May 5, 2017 to May 5, 2018 [Redacted – Policy Number] – Premium $10,325

3. Credit Facilities Agreement between Alberta Green Biotech Inc. and Ravencrest Resources Inc. dated August 1, 2017

4. Loan Agreement between Alberta Green Biotech Inc. and [Redacted – Private Lender Name], dated June 16, 2016, pursuant to which there is currently $227,000 owing (inclusive of accrued interest), the term of which has been extended to December 31, 2017.

5. [Redacted – Private Creditor Name] is owed $266,192.85 for engineering fees – Last Payment made $178,992.71 on August 2, 2017;

6. As of July 19, 2017, [Redacted – Private Creditor Name] is owed $31,081.32 on account of past legal fees.

Schedule 3.08

AGB Material Contracts

1. Lease agreement dated May 1, 2016 between the [Redacted – Landlord Name]. and Alberta Green Biotech Inc. for the premises municipally described as, 16403 – 16421, 132nd Avenue, Edmonton Alberta;

    (a) Post Closing, the parties will use best efforts to negotiate and execute a new lease agreement between [Redacted – Landlord Name]and Alberta Green Biotech Inc.;

2. D&O Liability Insurance (PrivateEdge Plus) provided by AIG Insurance Company of Canada effective May 5, 2017 to May 5, 2018 [Redacted – Policy Number];

3. Stock Option Agreement between Alberta Green Biotech Inc. and [Redacted – Option Holder Name]., dated September 4, 2015;

4. Loan Agreement between Alberta Green Biotech Inc. and [Redacted – Private Creditor Name]., dated June 16, 2016, the term of which has been extended to December 31, 2017; and

5. Credit Facilities Agreement between Alberta Green Biotech Inc. and Ravencrest Resources Inc. dated August 1, 2017.

Schedule 3.09(a)

<u>Default Under Lease Agreement</u>

See Tenant Ledger in Schedule 3.06, item 1

Schedule 3.11(a)

License Application and Correspondence

License Application Documents

[Redacted – Details of Application for License under the *Access to Cannabis for Medical Purposes Regulations*]

Loan Documents

1. Credit Facilities Agreement between Alberta Green Biotech Inc. and Ravencrest Resources Inc. dated August 1, 2017

2. Loan Agreement between Alberta Green Biotech Inc. and [Redacted – Private Creditor Name]., dated June 16, 2016, the term of which has been extended to December 31, 2017.

Rights, Licenses and Concessions

3. Major Development Permit dated January 13, 2015, project number [Redacted – Project Number], issued by the City of Edmonton regarding the construction of an addition to a General Industrial Use building, and construct interior and exterior alterations Alberta Green Biotech, Medical Marijuana Production Facility); and

4. Commercial Building Permit Application for interior alterations submitted July 10, 2017, project number [Redacted – Project Number]

Section 3.11(e)

Nil.

Schedule 3.11(b)

Estimated Construction Budget

[Redacted –Construction Estimate]

Schedule 3.12

Summary of Insurance Policies

1. D&O Liability Insurance (PrivateEdge Plus) provided by AIG Insurance Company of Canada effective May 5, 2017 to May 5, 2018 [Redacted – Policy Number];

2. Commercial General Liability Renewal [Redacted – Policy Number], provided by Med Three Insurance Group, effective March 5, 2017 to March 5, 2018

Schedule 3.19(a)

Employment and Consulting Agreements

1. Noel Avila is the President of the Corporation.

   (a) No written employment or consulting agreement;

   (b) No compensation, commission bonus or other incentive based compensation has been paid by the Corporation; and

   (c) No entitlement to benefits.

2. Bob McKay is, as at the date of this Agreement, the Chief Financial Officer of the Corporation.

   (a) No written employment or consulting agreement;

   (b) No compensation, commission bonus or other incentive based compensation has been paid by the Corporation; and

   (c) No entitlement to benefits.

3. John Simon is the Quality Assurance Manager of the Corporation.

   (a) No written employment or consulting agreement;

   (b) No compensation, commission bonus or other incentive based compensation has been paid by the Corporation; and

   (c) No entitlement to benefits

Schedule 4.10

RVT Liabilities

Accrued Legal Fees	$44,593.92
Consulting Fees - Accounting	$20,632.50
Audit Fees	$66,723.00
Current Legal Fees	$130,238.97
Management Fees	$263,200.00
Transfer Agent Fees	$567.00
Accounts Payable	$102,003.00
Bridge Loans	$700,000.00
Shareholder Loan	$120,534.00
Total:	$1,448,492.39

Schedule 4.12(a)

RVT Material Contracts

1. Letter of Intent with Alberta Green Biotech dated May 15, 2017
2. Letter of intent with CL2G Group of Companies dated May 12, 2017
3. Bridge Loan Agreements for aggregate indebtedness of $700,000
4. Credit Facility with Alberta Green Biotech dated August 1, 2017

Schedule 5.01(b)

<u>Deferred Lease Payments</u>

See Schedule 3.06

Schedule 6.02(n)

Management Services Agreement

[Redacted – Employment Agreement]

Schedule 6.02(o)

AGB Shareholder Consent and Joinder Agreement

THIS AGREEMENT MADE EFFECTIVE AS OF ______________________________________, 2017 (the "**Consent and Joinder Agreement**").

AMONG:

RAVENCREST RESOURCES INC., a company incorporated under the laws of the Province of British Columbia
("**Ravencrest**")

AND:

1118613 B.C. Ltd., a company incorporated under the laws of the Province of British Columbia
("**RVT Subco**")

(Ravencrest and RVT Subco referred to herein collectively as the "**Purchaser**")

AND:

ALBERTA GREEN BIOTECH INC., a company incorporated under the laws of the Province of Alberta

("**AGB**")

AND:

THE UNDERSIGNED SHAREHOLDER of ALBERTA GREEN BIOTECH INC., who has executed this Agreement

(the "**AGB Shareholder**" and collectively the "**AGB Shareholders**")

WHEREAS:

A. Ravencrest and AGB entered into a Share Purchase Agreement dated effective August _____, 2017, a copy of which has been provided to the undersigned AGB Shareholder (the "**Share Purchase Agreement**"); and

B. Pursuant to the Share Purchase Agreement, AGB agreed to obtain the AGB Shareholder's consent and agreement to be bound by the Share Purchase Agreement and to sell the common shares in the capital of AGB ("**AGB Shares**") it holds to the

Purchaser, in exchange for common shares in the capital of the Purchaser ("**Ravencrest Shares**") in accordance with the terms of the Share Purchase Agreement; and

C. The AGB Shareholder wishes to enter into this Consent and Joinder Agreement in order to become party to the Share Purchase Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do covenant and agree each with the other as follows:

1. Unless specifically defined herein or unless the context otherwise requires, terms used herein which are defined in the Share Purchase Agreement shall have the meanings ascribed to such terms in the Share Purchase Agreement.

2. The AGB Shareholder represents and warrants to the Purchaser as follows:

   (a) Due Authorization: This Consent and Joinder Agreement has been, and each additional agreement or instrument required to be delivered pursuant to this Consent and Joinder Agreement will be prior to the Closing, duly authorized, executed and delivered by the AGB Shareholder and each is, or will be at the Closing, a legal, valid and binding obligation of the AGB Shareholder, enforceable against the AGB Shareholder in accordance with its terms. If the AGB Shareholder is not an individual, the AGB Shareholder is validly existing under the laws of its jurisdiction of organization and has the corporate or other power to enter into this Consent and Joinder Agreement and any other agreement to which it is, or is to become, a party to pursuant to the terms hereof and to perform its obligations hereunder and thereunder.

   (b) Ownership and Right to Acquire: The AGB Shareholder is the beneficial owner of that number of AGB Shares as is set forth opposite the AGB Shareholder's name in **Schedule 1.0** to the Share Purchase Agreement (the "**AGB Shareholdings**"), free and clear of all liens, charges, mortgages, security interests, pledges, demands, claims and other encumbrances of any nature whatsoever. Except for the Purchaser's rights hereunder, no person has any agreement or option or any right or privilege capable of becoming an agreement for the purchase of the AGB Shareholder's AGB Shareholdings, and none of such shares are subject to any voting trust, shareholders agreement, voting agreement or other agreement with respect to the disposition or enjoyment of any rights of such shares;

   (c) Government Approvals: No consent, approval, order or authorization of, or registration or declaration with, any applicable Governmental Authority with jurisdiction over the AGB Shareholder is required to be obtained by the AGB Shareholder in connection with the execution and delivery of this Consent and Joinder Agreement, except for those consents, orders, authorizations, declarations, registrations or approvals which are contemplated by this Consent and Joinder

Agreement or otherwise prevent the AGB Shareholder from performing its obligations under this Consent and Joinder Agreement.

(d) Review of Transaction. The AGB Shareholder has received a copy of the Share Purchase Agreement and has had the opportunity to review the Transaction.

3. The AGB Shareholder hereby covenants and agrees with the Purchaser as follows:

(a) upon execution of this Consent and Joinder Agreement, the AGB Shareholder will be a party to, and bound by the terms of the Share Purchase Agreement.

(b) The AGB Shareholder will, in a timely and expeditious manner, provide such information with respect to the AGB Shareholder as the Purchaser may reasonably require in connection with respect to the Transaction and as shall be necessary to comply with applicable laws and the policies of the Canadian Securities Exchange (the "**CSE**"), and the AGB Shareholder hereby consents to the disclosure by the Purchaser to the CSE (including public filing on the CSE website) and applicable securities regulators, of the AGB Shareholder's personal information including: the AGB Shareholder's name and address; if the AGB Shareholder is not an individual, the names and addresses of the officers, directors, insiders and principals of the AGB Shareholder; the number of AGB Shareholdings held by the AGB Shareholder prior to Closing and applicable purchase prices paid for such shares; and the number of Ravencrest Shares to be received by the AGB Shareholder on Closing of the Transaction, and the applicable exemption from prospectus requirements under applicable securities laws being relied upon in connection with the issuance of the Ravencrest Shares to the AGB Shareholder (the "**Personal Information**"). The AGB Shareholder further acknowledges that certain of its Personal Information is disclosed in **Schedule 1.0** to the Share Purchase Agreement, and hereby consents to the filing of the Share Purchase Agreement under the Purchaser's public SEDAR profile in accordance with requirements under applicable securities laws, with the AGB Shareholder's Personal Information redacted;

(c) subject to applicable laws, the AGB Shareholder will not take any action, refrain from taking any action, or permit any action to be taken or not taken inconsistent with this Consent and Joinder Agreement or which would reasonably be expected to significantly impede the consummation of the Transaction; and

(d) the AGB Shareholder will not enter into any agreement for the sale, option, transfer, encumbrance or other disposition of all or any part of its AGB Shares and ensure that at the Closing Time the AGB Shares are free and clear of all liens, charges, mortgages, security interests, pledges, demands, claims and other encumbrances whatsoever.

4. At the Closing, the Purchaser shall deliver to the AGB Shareholder that number of Ravencrest shares as is equal to the number of AGB Shares held by the AGB Shareholder immediately prior to Closing, multiplied by the Exchange Ratio of 0.143015519, with

such Ravencrest Shares registered in and deliverable to in the name and address for the AGB Shareholder set forth in **Schedule 1.0** to the Share Purchase Agreement (the **"Ravencrest Shareholdings**"),

5. Subject to the prior satisfaction or waiver of all conditions precedent to the Closing of the Transaction and the issuance of the Ravencrest Shareholdings to the AGB Shareholder, the AGB Shareholder hereby irrevocably authorizes and directs AGB to cancel the certificates representing the AGB Shareholder's AGB Shareholdings in AGB's share register, effective upon Closing of the Transaction. For greater certainty, the AGB Shareholder hereby acknowledges and agrees that at Closing, upon the issuance of the certificates representing the Ravencrest Shareholdings, the AGB Shareholdings will be cancelled and thereafter the certificates representing the AGB Shareholdings shall represent only a right to receive the Ravencrest Shareholdings.

6. The AGB Shareholder hereby appoints AGB as its agent and attorney to take any action that is required under the Share Purchase Agreement or to execute and deliver any documents on their behalf, including without limitation, for the purposes of all Closing matters (including without limitation, the execution of an instrument of transfer to transfer its AGB Shareholdings to the Purchaser) and deliveries of documents and do and cause to be done all such acts and things as may be necessary or desirable in connection with the Transaction. Without limiting the generality of the foregoing, AGB may, on its own behalf and on behalf of the AGB Shareholder, extend the time of Closing, modify or waive any conditions as are contemplated herein or in the Share Purchase Agreement, to negotiate, settle and deliver the final forms of any documents that are necessary or desirable to give effect to the Transaction to extend such time periods as may be contemplated herein or in the Share Purchase Agreement or terminate this Consent and Joinder Agreement, in its absolute discretion, as it deems appropriate. The AGB Shareholder hereby acknowledges and agrees that any decision or exercise of discretion made by AGB under this Consent and Joinder Agreement shall be final and binding upon the AGB Shareholder so long as such decision or exercise was made in good faith. The Purchaser shall have no duty to enquire into the validity of any document executed or other action taken by AGB on behalf of the AGB Shareholder.

7. THE AGB SHAREHOLDER ACKNOWLEDGES, CONFIRMS AND AGREES THAT HE, SHE OR IT HAS HAD THE OPPORTUNITY TO SEEK AND WAS NOT PREVENTED OR DISCOURAGED BY ANY PARTY HERETO FROM SEEKING INDEPENDENT LEGAL ADVICE PRIOR TO THE EXECUTION AND DELIVERY OF THIS AGREEMENT AND THAT, IN THE EVENT THAT THE AGB SHAREHOLDER DID NOT AVAIL HIMSELF/HERSELF/ITSELF WITH THAT OPPORTUNITY PRIOR TO SIGNING THIS AGREEMENT, SUCH AGB SHAREHOLDER DID SO VOLUNTARILY WITHOUT ANY UNDUE PRESSURE AND AGREES THAT THE AGB SHAREHOLDER'S FAILURE TO OBTAIN INDEPENDENT LEGAL ADVICE SHALL NOT BE USED BY HIM/HER/IT AS A DEFENCE TO THE ENFORCEMENT OF HIS/HER/ITS OBLIGATIONS UNDER THIS AGREEMENT.

8. 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 agree to attorn to the exclusive jurisdiction of the Courts of British Columbia and not to commence any form of proceedings in any other forum.

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

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

RAVENCREST RESOURCES INC.

Per: ______________________________
Authorized Signatory

ALBERTA GREEN BIOTECH INC.

Per: ______________________________
Authorized Signatory

AND THE FOLLOWING AGB SHAREHOLDER:

____
Name:

____
AGB Shareholdings:

____
Address:

____

____
Signature:

____
if not an individual, Name and Title of Signatory

Schedule 6.02(p)

Escrow Agreement

See Attached.

THIS AGREEMENT is made as of the ______ day of September, 2017

AMONG: **RAVENCREST RESOURCES INC.**

(the **"Issuer"**)

AND: **TSX Trust Company**

(the **"Escrow Agent"**)

AND:

EACH OF THE UNDERSIGNED SECURITYHOLDERS OF THE ISSUER
(a **"Securityholder"** or **"you"**)

(collectively, the **"Parties"**)

This Agreement is being entered into by the Parties in accordance with Canadian Securities Exchange (the "**CSE**") Policy 8 "*Fundamental Changes*" in connection with the proposed acquisition (the "**Acquisition**") by the Issuer, an emerging issuer within the meaning of National Policy 46-102 (the "**Policy**"), of the business and assets of the CL2G Group of companies.

For good and valuable consideration, the Parties agree as follows:

PART 1 ESCROW

1.1 Appointment of Escrow Agent

The Issuer and the Securityholders appoint the Escrow Agent to act as escrow agent under this Agreement. The Escrow Agent accepts the appointment.

1.2 Deposit of Escrow Securities in Escrow

(1) You are depositing the securities **(escrow securities)** listed opposite your name in Schedule "A" with the Escrow Agent to be held in escrow under this Agreement. You will immediately deliver or cause to be delivered to the Escrow Agent any share certificates or other evidence of these securities which you have or which you may later receive.

(2) If you receive any other securities (**additional escrow securities)**:

(a) as a dividend or other distribution on escrow securities;

(b) on the exercise of a right of purchase, conversion or exchange attaching to escrow securities, including securities received on conversion of special warrants;

(c) on a subdivision, or compulsory or automatic conversion or exchange of escrow securities; or

(d) from a successor issuer in a business combination, if Part 6 of this Agreement applies,

you will deposit them in escrow with the Escrow Agent. You will deliver or cause to be delivered to the Escrow Agent any share certificates or other evidence of those additional escrow securities. When this Agreement refers to **escrow securities,** it includes additional escrow securities.

(3) You will immediately deliver to the Escrow Agent any replacement share certificates or other evidence of additional escrow securities issued to you.

1.3 Direction to Escrow Agent

The Issuer and the Securityholders direct the Escrow Agent to hold the escrow securities in escrow until they are released from escrow under this Agreement.

PART 2 RELEASE OF ESCROW SECURITIES

2.1 Release Schedule for an Established Issuer

2.1.1 Usual case

If the Issuer is an **established issuer** (as defined in section 3.3 of the Policy) and you have not sold any escrow securities in a permitted secondary offering, your escrow securities will be released as follows:

On ◆, 2017, the common shares of the Issuer recommenced trading on the CSE after closing of the Acquisition **(the listing date)**	1/4 of your escrow securities
6 months after the listing date	1/3 of your remaining escrow securities
12 months after the listing date	1/2 of your remaining escrow securities
18 months after the listing date	your remaining escrow securities

*In the simplest case, where there are no changes to the escrow securities initially deposited and no additional escrow securities, then the release schedule outlined above results in the escrow securities being released in equal tranches of 25%.

2.1.2 Alternate meaning of "listing date"

[Deleted]

2.1.3 If there is a permitted secondary offering

[Deleted]

2.1.4 Additional escrow securities

If you acquire additional escrow securities, those securities will be added to the securities already in escrow, to increase the number of remaining escrow securities. After that, all of the escrow securities will be released in accordance with the applicable release schedule in the tables above.

2.2 Release Schedule for an Emerging Issuer

2.2.1 Usual case

If the Issuer is an **emerging issuer** (as defined in section 3.3 of the Policy) and you have not sold any escrow securities in a permitted secondary offering, your escrow securities will be released as follows:

On ◆, 2017, the common shares of the Issuer recommenced trading on the CSE after closing of the Acquisition **(the listing date)**	1/10 of your escrow securities
6 months after the listing date	1/6 of your remaining escrow securities
12 months after the listing date	1/5 of your remaining escrow securities
18 months after the listing date	1/4 of your remaining escrow securities
24 months after the listing date	1/3 of your remaining escrow securities
30 months after the listing date	1/2 of your remaining escrow securities
36 months after the listing date	your remaining escrow securities

*In the simplest case, where there are no changes to the escrow securities initially deposited and no additional escrow securities, the release schedule outlined above results in the escrow securities being released in equal tranches of 15% after completion of the release on the listing date.

2.2.2 Alternate meaning of "listing date"

[Deleted]

2.2.3 If there is a permitted secondary offering

[Deleted]

2.2.4 Additional escrow securities

If you acquire additional escrow securities, those securities will be added to the securities already in escrow, to increase the number of remaining escrow securities. After that, all of the escrow securities will be released in accordance with the applicable release schedule in the tables above.

2.3 Delivery of Share Certificates for Escrow Securities

The Escrow Agent will send to each Securityholder any share certificates or other evidence of that Securityholder's escrow securities in the possession of the Escrow Agent released from escrow as soon as reasonably practicable after the release.

2.4 Replacement Certificates

If, on the date a Securityholder's escrow securities are to be released, the Escrow Agent holds a share certificate or other evidence representing more escrow securities than are to be released, the Escrow Agent will deliver the share certificate or other evidence to the Issuer or its transfer agent and request replacement share certificates or other evidence. The Issuer will cause replacement share certificates or other evidence to be prepared and delivered to the Escrow Agent. After the Escrow Agent receives the replacement share certificates or other evidence, the Escrow Agent will send to the Securityholder or at the Securityholder's direction, the replacement share certificate or other evidence of the escrow securities released. The Escrow Agent and Issuer will act as soon as reasonably practicable.

2.5 Release upon Death

(1) If a Securityholder dies, the Securityholder's escrow securities will be released from escrow. The Escrow Agent will deliver any share certificates or other evidence of the escrow securities in the possession of the Escrow Agent to the Securityholder's legal representative.

(2) Prior to delivery the Escrow Agent must receive:

(a) a certified copy of the death certificate; and

(b) any evidence of the legal representative's status that the Escrow Agent may reasonably require.

PART 3 EARLY RELEASE ON CHANGE OF ISSUER STATUS

3.1 Becoming an Established Issuer

If the Issuer is an emerging issuer on the date of this Agreement and, during this Agreement, the Issuer:

(a) lists its securities on The Toronto Stock Exchange Inc.;

(b) becomes a TSX Venture Exchange Inc. **(TSX Venture)** Tier 1 issuer; or

(c) lists or quotes its securities on an exchange or market outside Canada that its "principal regulator" under National Policy 43-201 *Mutual Reliance Review System for Prospectuses and Annual Information Forms* (in Quebec under Staff Notice, *Mutual Reliance Review System for Prospectuses and Annual Information Forms*) or, if the Issuer is only a reporting issuer in one jurisdiction, the securities regulator in that jurisdiction, is satisfied has minimum listing requirements at least equal to those of TSX Venture Tier 1,

then the Issuer becomes an **established issuer.**

3.2 Release of Escrow Securities

(1) When an emerging issuer becomes an established issuer, the release schedule for its escrow securities changes.

(2) If an emerging issuer becomes an established issuer 18 months or more after its listing date, all escrow securities will be released immediately.

(3) If an emerging issuer becomes an established issuer within 18 months after its listing date, all escrow securities that would have been released to that time, if the Issuer was an established issuer on its listing date, will be released immediately. Remaining escrow securities will be released in equal installments on the day that is 6 months, 12 months and 18 months after the listing date.

3.3 Filing Requirements

Escrow securities will not be released under this Part until the Issuer does the following:

(a) at least 20 days before the date of the first release of escrow securities under the new release schedule, files with the securities regulators in the jurisdictions in which it is a reporting issuer:

- (i) a certificate signed by a director or officer of the Issuer authorized to sign stating:
  - (A) that the Issuer has become an established issuer by satisfying one of the conditions in section 3.1 and specifying the condition; and
  - (B) the number of escrow securities to be released on the first release date under the new release schedule; and
- (ii) a copy of a letter or other evidence from the exchange or quotation service confirming that the Issuer has satisfied the condition to become an established issuer; and

(b) at least 10 days before the date of the first release of escrow securities under the new release schedule, issues and files with the securities regulators in the jurisdictions in which it is a reporting issuer a news release disclosing details of the first release of the escrow securities and the change in the release schedule, and sends a copy of such filing to the Escrow Agent.

3.4 Amendment of Release Schedule

The new release schedule will apply 10 days after the Escrow Agent receives a certificate signed by a director or officer of the Issuer authorized to sign:

(a) stating that the Issuer has become an established issuer by satisfying one of the conditions in section 3.1 and specifying the condition;

(b) stating that the release schedule for the Issuer’s escrow securities has changed;

(c) stating that the Issuer has issued a news release at least 10 days before the first release date under the new release schedule and specifying the date that the news release was issued; and

(d) specifying the new release schedule.

PART 4 DEALING WITH ESCROW SECURITIES

4.1 Restriction on Transfer, etc.

Unless it is expressly permitted in this Agreement, you will not sell, transfer, assign, mortgage, enter into a derivative transaction concerning, or otherwise deal in any way with your escrow securities or any related share certificates or other evidence of the escrow securities. If a Securityholder is a private company controlled by one or more principals (as defined in section 3.5 of the Policy) of the Issuer, the Securityholder may not participate in a transaction that results in a change of its control or a change in the economic exposure of the principals to the risks of holding escrow securities.

4.2 Pledge, Mortgage or Charge as Collateral for a Loan

You may pledge, mortgage or charge your escrow securities to a financial institution as collateral for a loan, provided that no escrow securities or any share certificates or other evidence of escrow securities will be transferred or delivered by the Escrow Agent to the financial institution for this purpose. The loan agreement must provide that the escrow securities will remain in escrow if the lender realizes on the escrow securities to satisfy the loan.

4.3 Voting of Escrow Securities

You may exercise any voting rights attached to your escrow securities.

4.4 Dividends on Escrow Securities

You may receive a dividend or other distribution on your escrow securities, and elect the manner of payment from the standard options offered by the Issuer. If the Escrow Agent receives a dividend or other distribution on your escrow securities, other than additional escrow securities, the Escrow Agent will pay the dividend or other distribution to you on receipt.

4.5 Exercise of Other Rights Attaching to Escrow Securities

You may exercise your rights to exchange or convert your escrow securities in accordance with this Agreement.

PART 5 PERMITTED TRANSFERS WITHIN ESCROW

5.1 Transfer to Directors and Senior Officers

(1) You may transfer escrow securities within escrow to existing or, upon their appointment, incoming directors or senior officers of the Issuer or any of its material operating subsidiaries, if the Issuer's board of directors has approved the transfer.

(2) Prior to the transfer the Escrow Agent must receive:

(a) a certified copy of the resolution of the board of directors of the Issuer approving the transfer;

(b) a certificate signed by a director or officer of the Issuer authorized to sign, stating that the transfer is to a director or senior officer of the Issuer or a material operating subsidiary and that any required approval from the Canadian exchange the Issuer is listed on has been received;

(c) an acknowledgment in the form of Schedule "B" signed by the transferee;

(d) copies of the letters sent to the securities regulators described in subsection (3) accompanying the acknowledgement; and

(e) a transfer power of attorney, completed and executed by the transferor in accordance with the requirements of the Issuer's transfer agent.

(3) At least 10 days prior to the transfer, the Issuer will file a copy of the acknowledgement with the securities regulators in the jurisdictions in which it is a reporting issuer.

5.2 Transfer to Other Principals

(1) You may transfer escrow securities within escrow:

(a) to a person or company that before the proposed transfer holds more than 20% of the voting rights attached to the Issuer's outstanding securities; or

(b) to a person or company that after the proposed transfer:

(i) will hold more than 10% of the voting rights attached to the Issuer's outstanding securities; and

(ii) has the right to elect or appoint one or more directors or senior officers of the Issuer or any of its material operating subsidiaries.

(2) Prior to the transfer the Escrow Agent must receive:

(a) a certificate signed by a director or officer of the Issuer authorized to sign stating that

(i) the transfer is to a person or company that the officer believes, after reasonable investigation, holds more than 20% of the voting rights attached to the Issuer's outstanding securities before the proposed transfer, or

(ii) the transfer is to a person or company that:

(A) the officer believes, after reasonable investigation, will hold more than 10% of the voting rights attached to the Issuer's outstanding securities; and

(B) has the right to elect or appoint one or more directors or senior officers of the Issuer or any of its material operating subsidiaries

after the proposed transfer; and

(iii) any required approval from the Canadian exchange the Issuer is listed on has been received;

(b) an acknowledgment in the form of Schedule “B” signed by the transferee;

(c) copies of the letters sent to the securities regulators accompanying the acknowledgement; and

(d) a transfer power of attorney, executed by the transferor in accordance with the requirements of the Issuer’s transfer agent.

(3) At least 10 days prior to the transfer, the Issuer will file a copy of the acknowledgement with the securities regulators in the jurisdictions in which it is a reporting issuer.

5.3 Transfer upon Bankruptcy

(1) You may transfer escrow securities within escrow to a trustee in bankruptcy or another person or company entitled to escrow securities on bankruptcy.

(2) Prior to the transfer, the Escrow Agent must receive:

(a) a certified copy of either

(i) the assignment in bankruptcy filed with the Superintendent of Bankruptcy, or

(ii) the receiving order adjudging the Securityholder bankrupt;

(b) a certified copy of a certificate of appointment of the trustee in bankruptcy;

(c) a transfer power of attorney, completed and executed by the transferor in accordance with the requirements of the Issuer’s transfer agent; and

(d) an acknowledgment in the form of Schedule “B” signed by:

(i) the trustee in bankruptcy; or

(ii) on direction from the trustee, with evidence of that direction attached to the acknowledgment form, another person or company legally entitled to the escrow securities.

(3) Within 10 days after the transfer, the transferee of the escrow securities will file a copy of the acknowledgment with the securities regulators in the jurisdictions in which the Issuer is a reporting issuer.

5.4 Transfer Upon Realization of Pledged, Mortgaged or Charged Escrow Securities

(1) You may transfer within escrow to a financial institution the escrow securities you have pledged, mortgaged or charged under section 4.2 to that financial institution as collateral for a loan on realization of the loan.

(2) Prior to the transfer the Escrow Agent must receive:

(a) a statutory declaration of an officer of the financial institution that the financial institution is legally entitled to the escrow securities;

(b) a transfer power of attorney, executed by the transferor in accordance with the requirements of the Issuer's transfer agent; and

(c) an acknowledgement in the form of Schedule "B" signed by the financial institution.

(3) Within 10 days after the transfer, the transferee of the escrow securities will file a copy of the acknowledgment with the securities regulators in the jurisdictions in which the Issuer is a reporting issuer.

5.5 Transfer to Certain Plans and Funds

(1) You may transfer escrow securities within escrow to or between a registered retirement savings plan (RRSP), registered retirement income fund (RRIF) or other similar registered plan or fund with a trustee, where the annuitant of the RRSP or RRIF, or the beneficiaries of the other registered plan or fund are limited to you and your spouse, children and parents, or, if you are the trustee of such a registered plan or fund, to the annuitant of the RRSP or RRIF, or a beneficiary of the other registered plan or fund, as applicable, or his or her spouse, children and parents.

(2) Prior to the transfer the Escrow Agent must receive:

(a) evidence from the trustee of the transferee plan or fund, or the trustee's agent, stating that, to the best of the trustee's knowledge, the annuitant of the RRSP or RRIF, or the beneficiaries of the other registered plan or fund do not include any person or company other than you and your spouse, children and parents;

(b) a transfer power of attorney, executed by the transferor in accordance with the requirements of the Issuer's transfer agent; and

(c) an acknowledgement in the form of Schedule "B" signed by the trustee of the plan or fund.

(3) Within 10 days after the transfer, the transferee of the escrow securities will file a copy of the acknowledgment with the securities regulators in the jurisdictions in which the Issuer is a reporting issuer.

5.6 Effect of Transfer Within Escrow

After the transfer of escrow securities within escrow, the escrow securities will remain in escrow and released from escrow under this Agreement as if no transfer has occurred on the same terms that applied before the transfer. The Escrow Agent will not deliver any share certificates or other evidence of the escrow securities to transferees under this Part 5.

(A) PART 6 BUSINESS COMBINATIONS

6.1 Business Combinations

This Part applies to the following **(business combinations)**:

(a) a formal take-over bid for all outstanding equity securities of the Issuer or which, if successful, would result in a change of control of the Issuer
(b) a formal issuer bid for all outstanding equity securities of the Issuer
(c) a statutory arrangement
(d) an amalgamation
(e) a merger
(f) a reorganization that has an effect similar to an amalgamation or merger

6.2 Delivery to Escrow Agent

You may tender your escrow securities to a person or company in a business combination. At least five business days prior to the date the escrow securities must be tendered under the business combination, you must deliver to the Escrow Agent:

(a) a written direction signed by you that directs the Escrow Agent to deliver to the depositary under the business combination any share certificates or other evidence of the escrow securities and a completed and executed cover letter or similar document and, where required, transfer power of attorney completed and executed for transfer in accordance with the requirements of the depositary, and any other documentation specified or provided by you and required to be delivered to the depositary under the business combination; and

(b) any other information concerning the business combination as the Escrow Agent may reasonably request.

6.3 Delivery to Depositary

As soon as reasonably practicable, and in any event no later than three business days after the Escrow Agent receives the documents and information required under section 6.2, the Escrow Agent will deliver to the depositary, in accordance with the direction, any share certificates or other evidence of the escrow securities, and a letter addressed to the depositary that

(a) identifies the escrow securities that are being tendered;

(b) states that the escrow securities are held in escrow;

(c) states that the escrow securities are delivered only for the purposes of the business combination and that they will be released from escrow only after the Escrow Agent receives the information described in section 6.4;

(d) if any share certificates or other evidence of the escrow securities have been delivered to the depositary, requires the depositary to return to the Escrow Agent, as soon as practicable, any share certificates or other evidence of escrow securities that are not released from escrow into the business combination; and

(e) where applicable, requires the depositary to deliver or cause to be delivered to the Escrow Agent, as soon as practicable, any share certificates or other evidence of additional escrow securities that you acquire under the business combination.

6.4 Release of Escrow Securities to Depositary

The Escrow Agent will release from escrow the tendered escrow securities when the Escrow Agent receives a declaration signed by the depositary or, if the direction identifies the depositary as acting on behalf of another person or company in respect of the business combination, by that other person or company, that:

(a) the terms and conditions of the business combination have been met or waived; and

(b) the escrow securities have either been taken up and paid for or are subject to an unconditional obligation to be taken up and paid for under the business combination.

6.5 Escrow of New Securities

If you receive securities **(new securities)** of another issuer **(successor issuer)** in exchange for your escrow securities, the new securities will be subject to escrow in substitution for the tendered escrow securities if, immediately after completion of the business combination:

(a) the successor issuer is not an **exempt issuer** (as defined in section 3.2 of the Policy);

(b) you are a **principal** (as defined in section 3.5 of the Policy) of the successor issuer; and

(c) you hold more than 1% of the voting rights attached to the successor issuer's outstanding securities (In calculating this percentage, include securities that may be issued to you under outstanding convertible securities in both your securities and the total securities outstanding.)

6.6 Release from Escrow of New Securities

(1) As soon as reasonably practicable after the Escrow Agent receives:

(a) a certificate from the successor issuer signed by a director or officer of the successor issuer authorized to sign;

(i) stating that it is a successor issuer to the Issuer as a result of a business combination and whether it is an emerging issuer or an established issuer under the Policy; and

(ii) listing the Securityholders whose new securities are subject to escrow under section 6.5;

the escrow securities of the Securityholders whose new securities are not subject to escrow under section 6.5 will be released, and the Escrow Agent will send any share certificates or other evidence of the escrow securities in the possession of the Escrow Agent in accordance with section 2.3.

(2) If your new securities are subject to escrow, unless subsection (3) applies, the Escrow Agent will hold your new securities in escrow on the same terms and conditions, including release dates, as applied to the escrow securities that you exchanged.

(3) If the Issuer is:

(a) an emerging issuer, the successor issuer is an established issuer, and the business combination occurs 18 months or more after the Issuer's listing date, all escrow securities will be released immediately; and

(b) an emerging issuer, the successor issuer is an established issuer, and the business combination occurs within 18 months after the Issuer's listing date, all escrow securities that would have been released to that time, if the Issuer was an established issuer on its listing date, will be released immediately. Remaining escrow securities will be released in equal instalments on the day that is 6 months, 12 months and 18 months after the Issuer's listing date.

PART 7 RESIGNATION OF ESCROW AGENT

7.1 Resignation of Escrow Agent

(1) If the Escrow Agent wishes to resign as escrow agent, the Escrow Agent will give written notice to the Issuer.

(2) If the Issuer wishes to terminate the Escrow Agent as escrow agent, the Issuer will give written notice to the Escrow Agent.

(3) If the Escrow Agent resigns or is terminated, the Issuer will be responsible for ensuring that the Escrow Agent is replaced not later than the resignation or termination date by another escrow agent that is acceptable to the securities regulators having jurisdiction in the matter and that has accepted such appointment, which appointment will be binding on the Issuer and the Securityholders.

(4) The resignation or termination of the Escrow Agent will be effective, and the Escrow Agent will cease to be bound by this Agreement, on the date that is 60 days after the date of receipt of the notices referred to above by the Escrow Agent or Issuer, as applicable, or on such other date as the Escrow Agent and the Issuer may agree upon (the "resignation or termination date"), provided that the resignation or termination date will not be less than 10 business days before a release date.

(5) If the Issuer has not appointed a successor escrow agent within 60 days of the resignation or termination date, the Escrow Agent will apply, at the Issuer's expense, to a court of competent jurisdiction for the appointment of a successor escrow agent, and the duties and responsibilities of the Escrow Agent will cease immediately upon such appointment.

(6) On any new appointment under this section, the successor Escrow Agent will be vested with the same powers, rights, duties and obligations as if it had been originally named herein as Escrow Agent, without any further assurance, conveyance, act or deed. The predecessor Escrow Agent, upon receipt of payment for any outstanding account for its services and expenses then unpaid, will transfer, deliver and pay over to the successor Escrow Agent, who will be entitled to receive, all securities, records or other property on deposit with the predecessor Escrow Agent in relation to this Agreement and the predecessor Escrow Agent will thereupon be discharged as Escrow Agent.

(7) If any changes are made to Part 8 of this Agreement as a result of the appointment of the successor Escrow Agent, those changes must not be inconsistent with the Policy and the terms of this Agreement and the Issuer to this Agreement will file a copy of the new Agreement with the securities regulators with jurisdiction over this Agreement and the escrow securities.

PART 8 OTHER CONTRACTUAL ARRANGEMENTS

8.1 Escrow Agent Not a Trustee

The Escrow Agent accepts duties and responsibilities under this Agreement, and the escrow securities and any share certificates or other evidence of these securities, solely as a custodian, bailee and agent. No trust is intended to be, or is or will be, created hereby and the Escrow Agent shall owe no duties hereunder as a trustee.

8.2 Escrow Agent Not Responsible for Genuineness

The Escrow Agent will not be responsible or liable in any manner whatsoever for the sufficiency, correctness, genuineness or validity of any escrow security deposited with it.

8.3 Escrow Agent Not Responsible for Furnished Information

The Escrow Agent will have no responsibility for seeking, obtaining, compiling, preparing or determining the accuracy of any information or document, including the representative capacity in which a party purports to act, that the Escrow Agent receives as a condition to a release from escrow or a transfer of escrow securities within escrow under this Agreement.

8.4 Escrow Agent Not Responsible after Release

The Escrow Agent will have no responsibility for escrow securities that it has released to a Securityholder or at a Securityholder's direction according to this Agreement.

8.5 Indemnification of Escrow Agent

The Issuer and each Securityholder hereby jointly and severally agree to indemnify and hold harmless the Escrow Agent, its affiliates, and their current and former directors, officers, employees and agents from and against any and all claims, demands, losses, penalties, costs, expenses, fees and liabilities, including, without limitation, legal fees and expenses, directly or indirectly arising out of, in connection with, or in respect of, this Agreement, except where same result directly and principally from gross negligence, willful misconduct or bad faith on the part of the Escrow Agent. This indemnity survives the release of the escrow securities, the resignation or termination of the Escrow Agent and the termination of this Agreement.

8.6 Additional Provisions

(1) The Escrow Agent will be protected in acting and relying reasonably upon any notice, direction, instruction, order, certificate, confirmation, request, waiver, consent, receipt, statutory declaration or other paper or document (collectively referred to as "**Documents**") furnished to it and purportedly signed by any officer or person required to or entitled to execute and deliver to the Escrow Agent any such Document in connection with this Agreement, not only as to its due execution and the validity and effectiveness of its provisions, but also as to the truth or accuracy of any information therein contained, which it in good faith believes to be genuine.

(2) The Escrow Agent will not be bound by any notice of a claim or demand with respect thereto, or any waiver, modification, amendment, termination or rescission of this Agreement unless received by it in writing, and signed by the other Parties and approved by the CSE, or any other stock exchange on which the Issuer's shares are principally listed, and, if the duties or indemnification of the Escrow Agent in this Agreement are affected, unless it has given its prior written consent.

(3) The Escrow Agent may consult with or retain such legal counsel and advisors as it may reasonably require for the purpose of discharging its duties or determining its rights under this Agreement and may rely and act upon the advice of such counsel or advisor. The Escrow Agent

will give written notice to the Issuer as soon as practicable that it has retained legal counsel or other advisors. The Issuer will pay or reimburse the Escrow Agent for any reasonable fees, expenses and disbursements of such counsel or advisors.

(4) In the event of any disagreement arising under the terms of this Agreement, the Escrow Agent will be entitled, at its option, to refuse to comply with any and all demands whatsoever until the dispute is settled either by a written agreement among the Parties or by a court of competent jurisdiction.

(5) The Escrow Agent will have no duties or responsibilities except as expressly provided in this Agreement and will have no duty or responsibility under the Policy or arising under any other agreement, including any agreement referred to in this Agreement, to which the Escrow Agent is not a party.

(6) The Escrow Agent will have the right not to act and will not be liable for refusing to act unless it has received clear and reasonable documentation that complies with the terms of this Agreement. Such documentation must not require the exercise of any discretion or independent judgment.

(7) The Escrow Agent is authorized to cancel any share certificate delivered to it and hold such Securityholder’s escrow securities in electronic, or uncertificated form only, pending release of such securities from escrow.

(8) The Escrow Agent will have no responsibility with respect to any escrow securities in respect of which no share certificate or other evidence or electronic or uncertificated form of these securities has been delivered to it, or otherwise received by it.

8.7 Limitation of Liability of Escrow Agent

The Escrow Agent will not be liable to any of the Parties hereunder for any action taken or omitted to be taken by it under or in connection with this Agreement, except for losses directly, principally and immediately caused by its bad faith, willful misconduct or gross negligence. Under no circumstances will the Escrow Agent be liable for any special, indirect, incidental, consequential, exemplary, aggravated or punitive losses or damages hereunder, including any loss of profits, whether foreseeable or unforeseeable. Notwithstanding the foregoing or any other provision of this Agreement, in no event will the collective liability of the Escrow Agent under or in connection with this Agreement to any one or more Parties, except for losses directly caused by its bad faith or willful misconduct, exceed the amount of its annual fees under this Agreement or the amount of three thousand dollars ($3,000.00), whichever amount shall be greater.

8.8 Remuneration of Escrow Agent

The Issuer will pay the Escrow Agent reasonable remuneration for its services under this Agreement, which fees are subject to revision from time to time on 30 days' written notice. The Issuer will reimburse the Escrow Agent for its expenses and disbursements. Any amount due under this section and unpaid 30 days after request for such payment, will bear interest from the expiration of such period at a rate per annum equal to the then current rate charged by the Escrow Agent, payable on demand.

In the event the Issuer or the Securityholders fail to pay the Escrow Agent any amounts owing to the Escrow Agent hereunder, the Escrow Agent shall have the right not to act (including the right not to release any additional securities from escrow) and will not be liable for refusing to act until it has been fully paid all amounts owing to it hereunder. Further, in the event the Issuer fails to pay the Escrow Agent its reasonable remuneration for its services hereunder, the Escrow Agent shall be entitled to charge the Securityholders for any further release of escrowed securities and shall have the right not to act (including the right not to release any additional securities from escrow) until the Securityholders have paid such amounts to the Escrow Agent.

In the event the Issuer or the Securityholders have failed to pay the amounts owing the Escrow Agent hereunder, the Escrow Agent shall not be liable for any loss caused by a delay in the release of the escrowed securities.

8.9 Notice to Escrow Agent

The Issuer shall forthwith provide a copy of the CSE Bulletin, confirmation of listing and posting for trading of the subject escrowed shares or such other relevant document to the Escrow Agent as it shall require in order to make the required releases. No duty shall rest with the Escrow Agent to obtain this information independently nor shall it be held liable for any loss, claim, suit or action, howsoever caused by any delay in providing this information to it.

PART 9 NOTICES

9.1 Notice to Escrow Agent

Documents will be considered to have been delivered to the Escrow Agent on the next business day following the date of transmission, if delivered by fax or email, the date of delivery, if delivered by hand during normal business hours or by prepaid courier, or if delivered by mail, 5 business days after the date of mailing, to the following:

Name: TSX Trust Company

Attention: VP Client Management

Address: 200 University Avenue, Suite 300, Toronto, ON, M5H 4H1

Telephone number: 1 (888) 873-8392

E-mail address: TMXEClientManagement@tmx.com

9.2 Notice to Issuer

Documents will be considered to have been delivered to the Issuer on the next business day following the date of transmission, if delivered by fax or email, the date of delivery, if delivered by hand during normal business hours or by prepaid courier, or if delivered by mail, 5 business days after the date of mailing, to the following:

Name: Ravencrest Resources Inc.

Attention: Chief Executive Officer

Address: 507-837 West Hastings Street, Vancouver, BC V6C 3N6

Telephone number: 1 (604) 685 - 1017

E-mail address: ajd@harbourpacific.com

9.3 Deliveries to Securityholders

Documents will be considered to have been delivered to the Securityholder on the next business day following the date of transmission, if delivered by fax or email, the date of delivery, if delivered by hand during normal business hours or by prepaid courier, or if delivered by mail, 5 business days after the date of mailing, to, to the address on the Issuer's share register.

Any share certificates or other evidence of a Securityholder's escrow securities will be sent to the Securityholder's address on the Issuer's share register unless the Securityholder has advised the Escrow Agent in writing otherwise at least ten business days before the escrow securities are released from escrow. The Issuer will provide the Escrow Agent with each Securityholder's address as listed on the Issuer's share register.

9.4 Change of Address

(1) The Escrow Agent may change its address for delivery by delivering notice of the change of address to the Issuer and to each Securityholder.

(2) The Issuer may change its address for delivery by delivering notice of the change of address to the Escrow Agent and to each Securityholder.

(3) A Securityholder may change that Securityholder's address for delivery by delivering notice of the change of address to the Issuer and to the Escrow Agent.

9.5 Postal Interruption

A Party to this Agreement will not mail a document it is required to mail under this Agreement if the Party is aware of an actual or impending disruption of postal service.

PART 10 GENERAL

10.1 Interpretation - "holding securities"

When this Agreement refers to securities that a Securityholder "holds", it means that the Securityholder has direct or indirect beneficial ownership of, or control or direction over, the securities.

10.2 Further Assurances

The Parties will execute and deliver any further documents and perform any further acts reasonably requested by any of the Parties to this Agreement which are necessary to carry out the intent of this Agreement.

10.3 Time

Time is of the essence of this Agreement.

10.4 Incomplete IPO

[Deleted]

10.5 Governing Laws

The laws of the Province of British Columbia(the “Principal Regulator”) and the applicable laws of Canada will govern this Agreement.

10.6 Jurisdiction

[Deleted].

10.7 Consent of Securities Regulators to Amendment

Except for amendments made under Part 3, the CSE must approve any amendment to this Agreement.

10.8 Counterparts

The Parties may execute this Agreement by fax or other electronic means and in counterparts, each of which will be considered an original and all of which will be one agreement.

10.9 Singular and Plural

Wherever a singular expression is used in this Agreement, that expression is considered as including the plural or the body corporate where required by the context.

10.10 Language

This Agreement has been drawn up in the English language at the request of all Parties. Cette convention a été rédigé en Anglais à la demande de toutes les Parties.

10.11 Benefit and Binding Effect

This Agreement will benefit and bind the Parties and their heirs, executors, administrators, successors and permitted assigns and all persons claiming through them as if they had been a Party to this Agreement.

10.12 Entire Agreement

This is the entire agreement among the Parties concerning the subject matter set out in this Agreement and supersedes any and all prior understandings and agreements.

10.13 Successor to Escrow Agent

Any corporation with which the Escrow Agent may be amalgamated, merged or consolidated, or any corporation succeeding to the business of the Escrow Agent will be the successor of the Escrow Agent under this Agreement without any further act on its part or on the part or any of the Parties, provided that the successor is recognized as a transfer agent by the Canadian exchange the Issuer is listed on (or if the Issuer is not listed on a Canadian exchange, by any Canadian exchange) and notice is given to the securities regulators with jurisdiction.

The Parties have executed and delivered this Agreement as of the date set out above.

TSX TRUST COMPANY

____
Authorized signatory

____
Authorized signatory

RAVENCREST RESOURCES INC.

____
Authorized signatory

____
Authorized signatory

Signed, sealed and delivered by **George Robinson** in the presence of: ______________________________ Signature of Witness ______________________________ Name of Witness	______________________ **George Robinson**
Signed, sealed and delivered by **Marla K. Ritchie** in the presence of: ______________________________ Signature of Witness ______________________________ Name of Witness	______________________ **Marla K. Ritchie**
Signed, sealed and delivered by **Anton J. Drescher** in the presence of: ______________________________ Signature of Witness ______________________________ Name of Witness	______________________ **Anton J. Drescher**
Signed, sealed and delivered by **Hendrik van Alphen** in the presence of: ______________________________ Signature of Witness ______________________________ Name of Witness	______________________ **Hendrik van Alphen**
Signed, sealed and delivered by **Chris Alvin Bechtel** in the presence of: ______________________________ Signature of Witness ______________________________ Name of Witness	______________________ **Chris Alvin Bechtel**

Pampa Holdings Ltd.

____
Authorized signatory

____
Authorized signatory

Signed, sealed and delivered by **Noel Sobremonte Avila** in the presence of:	)))	
____________________________________ Signature of Witness	)))	______________________ **Noel Sobremonte Avila**
____________________________________ Name of Witness	)))	

8979839 Canada Inc.

____
Authorized signatory

____
Authorized signatory

Schedule "A" to Escrow Agreement

Securityholder

Name: George Robinson

Securities:

Class or description	*Number*	*Certificate(s) (if applicable)*
Common Shares	*7,000,000*	

Name: Marla K. Ritchie

Securities:

Class or description	*Number*	*Certificate(s) (if applicable)*
Common Shares	*250,000*	

Name: Anton J. Drescher

Securities:

Class or description	*Number*	*Certificate(s) (if applicable)*
Common Shares	*3,037,000***	

** Includes 93,000 common shares held by Mr. Drescher in his TFSA account, which will be deducted from Mr. Drescher's initial 10% release on the listing date.

Name: Hendrik van Alphen

Securities:

Class or description	*Number*	*Certificate(s) (if applicable)*
Common Shares	*2,000,000*	

Name: Chris Alvin Bechtel

Securities:

Class or description	***Number***	***Certificate(s) (if applicable)***
Common Shares	***1,000,000***	

Name: Pampa Holdings Ltd.

Securities:

Class or description	***Number***	***Certificate(s) (if applicable)***
Common Shares	***1,000,000***	

Name: Noel Sobremonte Avila

Securities:

Class or description	***Number***	***Certificate(s) (if applicable)***
Common Shares	***2,860,310***	

Name: 8979839 Canada Inc.

Securities:

Class or description	***Number***	***Certificate(s) (if applicable)***
Common Shares	***286,031***	

Schedule “B” to Escrow Agreement

Acknowledgment and Agreement to be Bound

I acknowledge that the securities listed in the attached Schedule “A” (the “escrow securities”) have been or will be transferred to me and that the escrow securities are subject to an Escrow Agreement dated __________________________ (the “Escrow Agreement”).

For other good and valuable consideration, I agree to be bound by the Escrow Agreement in respect of the escrow securities, as if I were an original signatory to the Escrow Agreement.

Dated at ____________________ on ______________.

Where the transferee is an individual:

Signed, sealed and delivered by **[Transferee]** in the presence of:	)	
	)	
____________________________________	)	
Signature of Witness	)	
	)	______________________________
	)	**[Transferee]**
____________________________________	)	
Name of Witness	)	
	)	

Where the transferee is not an individual:

[Transferee]

____
Authorized signatory

____
Authorized signatory