DEFINITIVE AGREEMENT

among

KNOL RESOURCES CORP.

and

FRECKLE I.O.T. LTD.

and

2690134 ONTARIO INC.

April 29, 2019

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DEFINITIVE AGREEMENT

THIS AGREEMENT is dated the 29th day of April, 2019.

AMONG:

KNOL RESOURCES CORP., a corporation existing under the *Business Corporations Act* (Alberta),

(“**Knol**”)

AND:

FRECKLE I.O.T. LTD., a corporation existing under the *Business Corporations Act* (Ontario),

(“**Freckle**”)

AND:

2690134 ONTARIO INC., a corporation existing under the *Business Corporations Act* (Ontario),

(“**Subco**”)

WHEREAS:

A. Knol and Freckle entered into a letter of intent dated December 21, 2018 (the “**Letter of Intent**”) concerning a proposed transaction to combine the businesses, operations and assets of Knol and Freckle (the “**Transaction**”);

B. Subco is a newly incorporated, wholly-owned subsidiary of Knol;

C. It is intended that Freckle and Subco will amalgamate under the provisions of the OBCA and the terms and conditions of this Agreement and the Amalgamation Agreement (the “**Amalgamation**”) to form one corporation, which will continue under the name “**Freckle Corp.**” or such similar name to be determined by Freckle (“**Amalco**”);

D. Upon the Amalgamation Effective Date (as defined herein), among other things, the outstanding Freckle Securities (as defined herein) will be exchanged for Resulting Issuer Securities (as defined herein) in accordance with the provisions of this Agreement and the Amalgamation Agreement (as defined herein); and

E. The completion of the Transaction is intended to, among other things, result in the listing of the Resulting Issuer Common Shares on the TSX Venture Exchange (“**TSXV**”) with the Resulting Issuer conducting the business of Freckle.

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

ARTICLE 1
DEFINITIONS AND INTERPRETATION

Section 1.1 Definitions

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

"A**BCA**" means the *Business Corporations Act* (Alberta);

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

"**Amalco**" has the meaning set forth in the recitals above;

"**Amalco Common Shares**" means the common shares in the capital of Amalco;

"**Amalgamation**" has the meaning set forth in the recitals above;

"**Amalgamation Agreement**" means the agreement between Knol, Freckle and Subco to formally give effect to the Amalgamation attached as Schedule "A" hereto;

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

"**Articles of Amalgamation**" means the articles of amalgamation entered into as a result of the Amalgamation Agreement;

"**Books and Records**" means books, ledgers, files, minute books, lists, reports, plans, logs, deeds, surveys, correspondence, operating records, Tax Returns and other data and information, including all data and information stored on computer-related or other electronic media, maintained with respect to Knol, Subco and Freckle, as applicable;

"**Business Day**" means any day excluding a Saturday, Sunday or statutory holiday in the Province of Ontario;

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

"**Closing**" means the closing of the Transaction;

“**Closing Date**” means the date, subject to the terms and conditions hereof, the Parties agree that the closing of the Transaction will occur prior to the issuance of the Final Exchange Bulletin;

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

“**Concurrent Financing**” means the private placement for aggregate gross proceeds of a maximum of $6,529,000 made by way of any combination of Subscription Receipts and Freckle Units;

“**Confidential Information**” means information, whether in written or electronic form, or committed to memory, that is of a proprietary or confidential nature, or not generally available to the public, relating to the business of Freckle or Knol;

“**Consolidation**” means the consolidation of the issued and outstanding Knol Common Shares on the basis of one New Knol Common Share for every 2.2278588 Knol Common Shares issued and outstanding on the effective date of the Consolidation;

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

“**Encumbrance**” means any security interest, mortgage, charge, pledge, hypothec, lien, encumbrance, restriction, option, adverse claim, right of others or other encumbrance of any kind (other than in respect of Taxes not yet due and payable);

“**Final Exchange Bulletin**” means the bulletin issued by the TSXV evidencing final TSXV acceptance of the Transaction to be issued following the Closing Date;

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

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

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

“**Freckle Financial Statements**” means the audited financial statements of Freckle prepared in accordance with IFRS for the years ended December 31, 2018 and 2017;

“**Freckle Options**” means the 5,703,000 incentive stock options to purchase Freckle Common Shares exercisable at such price as set out in the option table attached hereto as Schedule “C”;

“**Freckle Warrants**” means share purchase warrants to acquire Freckle Common Shares;

“**Freckle Securities**” means the Freckle Common Shares, Freckle Options and Freckle Warrants;

“**Freckle Subscription Receipts**” means subscription receipts of Freckle issued pursuant to the Concurrent Financing at a price of $0.20 per subscription receipt which, upon conversion, entitle the holder to receive one Freckle Common Share for each Freckle Subscription Receipt, for no additional consideration;

“**Freckle Units**” means units of Freckle consisting of one Freckle Common Share and one Freckle Warrant issued pursuant to the Concurrent Financing at a price of $0.20 per unit;

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

“**Intellectual Property**” means all domestic and foreign (a) inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto and all patents, patent applications, patent disclosures and industrial designs, together with all re-issuances, continuations, continuations-in-part, revisions, extensions and re-examinations thereof, (b) trademarks, service marks, trade dress, trading styles, logos, trade names and business names, together with all translations, adaptations, derivations and combinations thereof and including all goodwill associated therewith and all applications, registrations and renewals in connection therewith, (c) copyrightable works, copyrights and applications, registrations and renewals in connection therewith, (d) trade secrets and confidential business information (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information and business and marketing plans and proposals), (e) computer systems, software, data and related documentation, (f) other proprietary rights, (g) right, title and interest as licensee or authorized user of any of the aforementioned intellectual property, and (h) copies and tangible embodiments thereof in whatever form or medium whether now known or hereafter developed;

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

“**Letter of Intent**” has the meaning set forth in the recitals above;

“**Loss**” means any loss, liability, damage, cost, expense, charge, fine, penalty or assessment including the costs and expenses of any action, suit, proceeding, demand, assessment, judgment, settlement or compromise and all interest, punitive damages, fines, penalties and all reasonable professional fees and disbursements on a 100 percent, complete indemnity basis, excluding loss of profits;

"**Material Adverse Effect**" means a material adverse effect on the business or financial position, condition, assets or properties of Knol or Freckle, as the case may be;

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

"**Name Change**" has the meaning ascribed thereto in Section 7.1(a);

"**New Knol Common Shares**" means the new Knol Common Shares issued to shareholders of Knol pursuant to the Consolidation;

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

"**OBCA**" means the *Business Corporations Act* (Ontario);

"**Parties**" means Freckle, Knol and Subco;

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

"**Knol**" has the meaning set forth in the recitals above;

"**Knol Common Shares**" means the common shares in the capital of Knol;

"**Knol Disclosure Documents**" means documents filed by or on behalf of Knol that are publicly available in electronic form on the System for Electronic Document Analysis and Retrieval, commonly known as "SEDAR", at www.sedar.com;

"**Knol Financial Statements**" means the audited financial statements of Knol for the financial years ended December 31, 2018, December 31, 2017, and December 31, 2016;

"**Knol Options**" means the options to purchase 2,000,000 common shares of Knol issued pursuant to Knol's incentive stock option plan, which are further described in "B";

"**Knol Compensation Options**" means the options to purchase up to 570,500 Resulting Issuer Shares issued to the underwriters in connection with the Concurrent Financing;

"**Knol Securities**" means the Knol Common Shares;

"**Knol Subscription Receipts**" means subscription receipts of Knol issued pursuant to the Concurrent Financing at a price of $0.20 per subscription receipt which, upon conversion, entitle the holder to receive one New Knol Common Share for each Knol Subscription Receipt, for no additional consideration;

"**Resulting Issuer**" means Knol upon completion of the Name Change, Consolidation and Amalgamation;

"**Resulting Issuer Common Shares**" means common shares in the capital of Resulting Issuer;

"**Resulting Issuer Options**" means options to acquire Resulting Issuer Common Shares;

"**Resulting Issuer Warrants**" means share purchase warrants to acquire Resulting Issuer Common Shares;

"**Securities Authorities**" means any applicable securities regulatory authority in Canada;

"**Subco**" has the meaning set forth in the recitals above;

"**Subco Common Shares**" means common shares in the capital of Subco;

"**Subscription Receipt**" means the Freckle Subscription Receipts and the Knol Subscription Receipts which shall, in aggregate, result in the issue to the holders thereof, after completion of the Amalgamation, no more than 32,500,000 Resulting Issuer Common Shares;

"**Subsidiary**" means, with respect to a specified body corporate, any body corporate of which the specified body corporate is entitled to elect a majority of the directors thereof and will include any body corporate, partnership, joint venture or other entity over which it exercises direction or control or which is in a like relation to such a body corporate, excluding any body corporate in respect of which such direction or control is not exercised by the specified body corporate as a result of existing contracts, agreements and commitments, and, in the case of Knol, includes Subco;

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

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

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

"**Transaction**" has the meaning set forth in the recitals above;

"**Transfer Agent**" means Computershare Trust Company of Canada; and

"**TSXV**" has the meaning set forth in the recitals above.

Section 1.2 Certain Rules of Interpretation

(a) In this Agreement, words signifying the singular number include the plural and vice versa, and words signifying gender include all genders. Every use of the word "including" in this Agreement is to be construed as meaning "including, without limitation".

(b) The division of this Agreement into Articles and Sections, the insertion of headings and the provision of a table of contents are for convenience of reference only and do not affect the construction or interpretation of this Agreement.

(c) References in this Agreement to an Article, Section, or Schedule are to be construed as references to an Article, Section, or Schedule of or to this Agreement.

(d) Unless otherwise specified in this Agreement, time periods within which or following which any payment is to be made or act is to be done will be calculated by excluding the day on which the period begins and including the day on which the period ends. If the last day of a time period is not a Business Day, the time period will end on the next Business Day.

(e) Unless otherwise specified, any reference in this Agreement to any statute includes all regulations made under or in connection with that statute from time to time, and is to be construed as a reference to that statute as amended, supplemented or replaced from time to time.

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

Section 1.3 Governing Law

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

Section 1.4 Entire Agreement

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

Section 1.5 Knowledge

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

Section 1.6 Schedules

Schedule "A", Form of Amalgamation Agreement, is attached to and incorporated by reference into this Agreement.

ARTICLE 2
THE AMALGAMATION

Section 2.1 Amalgamation

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

Section 2.2 Effect of Amalgamation

(a) The Amalgamation will become effective on the Amalgamation Effective Date and at such time, Subco and Freckle will amalgamate to form Amalco pursuant to the OBCA in the manner set out in the Amalgamation Agreement;

(b) Immediately prior to the Amalgamation, the following shall occur in the following order:

  (i) Knol shall complete the Consolidation and Name Change;

  (ii) The Knol Subscription Receipts shall convert to New Knol Common Shares in accordance with their terms;

  (iii) The Freckle Subscription Receipts shall convert to Freckle Common Shares in accordance with their terms;

(c) Immediately upon the completion of the Amalgamation pursuant to Section 2.2(a):

(i) each shareholder of Freckle will receive, instead of Amalco Common Shares, one (1) fully paid and non-assessable Resulting Issuer Common Share on a post-consolidation basis in exchange for each issued and outstanding Freckle Common Share held by such shareholder and the Freckle Common Shares thus exchanged will be cancelled without reimbursement of the capital represented by such shares;

(ii) the Resulting Issuer will receive one (1) fully paid and non-assessable Amalco Common Share in exchange for each issued and outstanding Subco Common Share held by Knol and the Subco Common Shares thus exchanged will be cancelled without reimbursement of the capital represented by such shares;

(iii) in consideration of the issuance of Resulting Issuer Common Shares pursuant to Section 2.2(c)(i), Amalco will issue to the Resulting Issuer one fully paid and non-assessable Amalco Common Share for each Resulting Issuer Common Share so issued;

(iv) holders of Freckle Warrants will be entitled to receive one Resulting Issuer Warrant and, upon exercise of their Freckle Warrants, one Resulting Issuer Common Shares, with the exercise price for each such Resulting Issuer Common Share being equal to the exercise price under the particular Freckle Warrant;

(v) holders of Freckle Options will receive, in exchange for each Freckle Option held, one Resulting Issuer Option which will be subject to the following: (i) the Resulting Issuer Options will have the terms and conditions set out in the Resulting Issuer stock option plan, (ii) the Resulting Issuer Options will have the same expiry date and vesting conditions as the corresponding Freckle Options, (iii) each Resulting Issuer Option will be exercisable to acquire one Resulting Issuer Common Share, and (iv) the exercise price of the Resulting Issuer Options shall be the same as the exercise price for the corresponding Freckle Options;

(vi) the Knol Options shall remain outstanding and be exercisable by the holders thereof to acquire Resulting Issuer Common Shares (after adjustment to the exercise price to take into account the consolidation) the until the earlier of (A) the expiry date under the particular Knol Option and (B) one year from the Amalgamation Effective Date; and

(vii) the current officers and directors of Knol will resign and the board of directors of the Resulting Issuer will be reconstituted to consist of a five directors, one of whom shall be nominated by Knol and four of whom shall be nominated by Freckle, and are currently anticipated to be Neil Sweeney, Robert Fernicola, John Farlinger, Kevin Shea and Michael Atkinson.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES OF KNOL

Knol hereby represents and warrants to Freckle and Subco as follows, and acknowledges that Freckle and Subco are relying upon such representations and warranties in connection with the transactions contemplated herein. The statements contained in this Article 3 are true and correct as of the date hereof, and Knol covenants, represents and warrants with and in favour of Freckle and Subco that all of the representations and warranties set forth in this Article 3 will be true and correct at the time of Closing as if made on the Closing Date.

Section 3.1 Corporate Existence

Knol is a company duly incorporated, validly existing and in good standing under the laws of Alberta. No proceedings have been taken or authorized by Knol in respect of the bankruptcy, reorganization, insolvency, liquidation, dissolution or winding up of Knol.

Section 3.2 Capacity to Enter Agreement

Knol has the requisite corporate power and authority and capacity to enter into and perform its obligations under this Agreement.

Section 3.3 Binding Obligation

The execution, delivery and performance of this Agreement by Knol and the consummation by it of the transactions contemplated hereby has been or, by the Closing Date, will be duly and validly authorized by all necessary corporate action, and no further consent or authorization of the board of directors or shareholders of Knol is or will be required.

This Agreement constitutes or will, by the Closing Date, constitute a valid and binding obligation of Knol, enforceable against Knol in accordance with its terms, except as such enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, liquidation, conservatorship, receivership or other laws of general application limiting the enforcement of creditors' rights generally and by the fact that equitable remedies, including specific performance, are discretionary and may not be ordered in respect of certain defaults.

Section 3.4 Absence of Conflict

None of the execution and delivery of this Agreement, the performance of the obligations of Knol under this Agreement, or the completion of the Transaction will:

(a) result in or constitute a breach of any terms or provision of, or constitute a default under, the articles or by-laws of Knol, or any agreement or other commitment to which Knol is a party or by which Knol is bound;

(b) constitute an event which would permit any party to any Material Contract with Knol to terminate such Material Contract; or

(c) result in the creation or imposition of any Encumbrance on the Knol Common Shares.

Section 3.5 No Business Operations

Except for transfer agent fees and escrow agent fees pursuant to agreements with the Transfer Agent, as well as legal, accounting, and other fees and expenses in connection with remaining as a reporting issuer in British Columbia and Alberta, and as a company incorporated under the ABCA, Knol does not have any agreements, contracts, undertakings or commitments whatsoever of any kind, and Knol is not a party to, or bound or affected by, any Contract containing any covenant expressly limiting its respective abilities to compete in any line of business, or transfer or move any of its assets or operations.

Section 3.6 Constating Documents

The certificate of incorporation, articles and by-laws of Knol constitute all of the constating documents of Knol and are in full force and effect, and no actions have been taken and no changes are planned to further amend such constating documents.

Section 3.7 Capacity and Power

Knol has all necessary corporate power, authority and capacity to own or lease its assets and carry on its business as currently being conducted.

Section 3.8 Authorized and Issued Capital

The authorized share capital of Knol consists of an unlimited number of Knol Common Shares without par value and an unlimited number of preferred shares without par value, of which, as of the date hereof, 55,696,470 Knol Common Shares are validly issued and outstanding as fully paid and non-assessable shares in the capital of Knol and there are no preferred shares of Knol issued and outstanding.

Section 3.9 Pre-Emptive Rights and Convertible Securities

(a) No shareholder of Knol is entitled to pre-emptive rights or registration rights and there are no outstanding options, warrants, rights to subscribe for, call or commitments of any character whatsoever relating to, or securities or rights convertible into any Knol Common Shares, except for the Knol Options, the Knol Compensation Options and the Knol Subscription Receipts;

(b) There are no Contracts, commitments, understandings, or arrangements by which Knol is or may become bound to issue additional Knol Common Shares or options, securities or rights convertible into Knol Common Shares;

(c) Knol is not a party to any agreement granting registration or anti-dilution rights to any person with respect to any of its equity or debt securities; and

(d) Knol is not a party to, and Knol does not have any knowledge of, any agreement restricting the voting or transfer of Knol Common Shares.

Section 3.10 Due Registration and Compliance

Knol is a "reporting issuer" in good standing in Alberta and British Columbia. Knol is in compliance with all continuous disclosure and other applicable Laws and the Knol Disclosure Documents are free from any misrepresentation. No securities commission or other authority of any government or self-regulatory organization, has issued any order preventing the Transaction or the trading of any securities of Knol.

Section 3.11 Prior Issuances of Securities, Foreign Registration, Cease Trade Orders

(a) The offer and sale of all Knol Common Shares, convertible securities, rights, warrants or options of Knol issued and outstanding as of the date of this Agreement have complied with all applicable Laws; and

(b) No order ceasing or suspending trading in any securities of Knol, prohibiting the sale of securities of Knol or the trading of Knol's issued securities is issued and outstanding and, to the knowledge of Knol, no proceedings for such purpose are pending, threatened or contemplated.

Section 3.12 Non-Arm's Length Loans, Loans to Insiders, etc.

Knol has made no payment or loan to, or borrowed any funds from or is otherwise indebted to, any officer, director, employee, shareholder or any other person not dealing at arm's length with Knol, other than as disclosed in the Knol Financial Statements. Knol is not a party to any Contract with any officer, director, employee, shareholder or any other person not dealing at arm's length with Knol, other than as disclosed in the Knol Financial Statements as "related party transactions".

Section 3.13 Books and Records

The Books and Records and minute books of Knol are maintained substantially in accordance with all applicable Laws and the minute books are complete and accurate in all material respects.

Section 3.14 Financial Statements

The Knol Financial Statements have been prepared in accordance with IFRS and present fairly the assets and liabilities (whether accrued, absolute, contingent or otherwise) and the financial condition of Knol as at the respective dates of such financial statements and have been maintained in accordance with good business practices on a basis consistent with prior years.

Section 3.15 Tax Matters

Knol has filed or will file, by the Closing Date, all Tax Returns, and has withheld or collected and remitted or will withhold or collect and remit all amounts to be withheld or collected and remitted with respect to any Taxes as required under all applicable Tax Laws. There are no actions, suits or proceedings, in progress, pending, or, to the knowledge of Knol threatened, in connection with any Taxes. The provisions for Taxes shown on the Knol Financial Statements are sufficient for the payment of all accrued and unpaid Taxes for all periods up to the end of the most recent financial period addressed in the Knol Financial Statements.

Section 3.16 Absence of Changes

Since the most recent balance sheet and statement of loss included in the Knol Financial Statements, there has not been:

(a) any change in the financial condition, operations, results of operations, or business of Knol that has had a Material Adverse Effect nor has there been any occurrence or circumstances which, with the passage of time might reasonably be expected to have a Material Adverse Effect; or

(b) any damage, destruction or loss, labour trouble, or other event, development or condition of any character (whether or not covered by insurance) suffered by Knol which has had, or may reasonably be expected to have a Material Adverse Effect.

Section 3.17 Absence of Undisclosed Liabilities

Knol does not have any outstanding indebtedness or any liabilities or obligations (whether accrued, absolute, contingent or otherwise), including under any guarantee of any debt except (i) to the extent reflected or reserved in the Knol Financial Statements (ii) liabilities incurred in the ordinary course of business, (v) liabilities and indebtedness incurred in connection with the Transaction; and (iv) a fee of $40,000 payable to Earlston Management Corp. concurrently with the closing of the Transaction.

Section 3.18 Title to Assets

Knol owns, possesses and has good and marketable title to all of its undertaking, property and assets including all the undertaking, property and assets to be reflected in the most recent balance sheet included in the Knol Financial Statements, free and clear of all Encumbrances. The undertaking, property and assets of Knol comprise all of the undertaking, assets and property necessary for it to carry on its business as it is currently operated.

Section 3.19 Absence of Unusual Transactions

Since the most recent balance sheet and statement of loss included in the Knol Financial Statements:

(a) Knol has conducted its business only in the usual, ordinary and regular course and consistent with past practice;

(b) no liability or obligation of any nature, other than those related to the Amalgamation and the Transaction, whether absolute, accrued, contingent or otherwise that has had or is reasonably likely to have a Material Adverse Effect, has been incurred; and

(c) no event that has had or is reasonably likely to have a Material Adverse Effect has occurred.

Section 3.20 Management Contracts

Except as disclosed in the Knol Disclosure Documents, Knol is not a party to any written management contract or employment agreement, including without limitation, any contract which provides for a right of payment in the event of a change of control of Knol.

Section 3.21 Litigation

There are no actions, suits, grievances or proceedings, whether judicial, arbitral or administrative, and whether or not purportedly on behalf of Knol, pending, commenced, or, to the knowledge of Knol, pending, threatened or contemplated. There is no outstanding judgment, decree, order, ruling or injunction involving Knol or relating in any way to the Transaction.

Section 3.22 No Expropriation

No property or asset of Knol has been taken or expropriated by any Governmental Entity and no notice or proceeding in respect of any such expropriation has been given or commenced nor is there any intent or proposal to give any such notice or commence any such proceeding.

Section 3.23 Finder's Fees

Knol has not agreed to pay any finder's fee or other compensation with respect to the Transaction.

Section 3.24 Full and Complete Disclosure

None of the foregoing representations, warranties and statements of fact and none of the Knol Disclosure Documents contain any untrue statement of a material fact or omit to state any material fact necessary to make such statement or representation not misleading to a prospective purchaser of Knol Common Shares who is seeking full information concerning Knol and its properties, businesses and affairs. Knol further represents and warrants that all public disclosures and filings required to be made by Knol by applicable securities legislation in Canada have been made and filed by Knol as of the date hereof.

Section 3.25 Subco Share Capital

Knol is the registered and beneficial owner of all of the issued and outstanding shares of Subco and does not otherwise own or hold, directly or indirectly, any securities of, or have any interest in, any corporation, partnership, joint venture or other entity.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF SUBCO

Subco hereby represents and warrants to Knol and Freckle as follows, and acknowledges that Knol and Freckle are relying upon such representations and warranties in connection with the transactions contemplated herein. The statements contained in this Article 4 are true and correct as of the date hereof, and Subco covenants, represents and warrants with and in favour of Freckle and Knol that all of the representations and warranties set forth in this Article 4 will be true and correct at the time of Closing as if made on the Closing Date.

Section 4.1 Corporate Existence

Subco is a corporation duly incorporated, validly existing and in good standing under the laws of the Province of Ontario. No proceedings have been taken or authorized by Subco in respect of the bankruptcy, reorganization, insolvency, liquidation, dissolution or winding up of Subco.

Section 4.2 Capacity to Enter Agreement

Subco has the requisite corporate power and authority and capacity to enter into and perform its obligations under this Agreement.

Section 4.3 Binding Obligation

The execution, delivery and performance of this Agreement by Subco and the consummation by it of the transactions contemplated hereby have been or will be, as of the Closing Date, duly and validly authorized by all necessary corporate action, and no further consent or authorization of the board of directors or shareholders of Subco is or will be required.

This Agreement constitutes or, by the Closing Date, will constitute a valid and binding obligation of Subco, enforceable against Subco in accordance with its terms, except as such enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, liquidation, conservatorship, receivership or other laws of general application limiting the enforcement of creditors' rights generally and by the fact that equitable remedies, including specific performance, are discretionary and may not be ordered in respect of certain defaults.

Section 4.4 Absence of Conflict

None of the execution and delivery of this Agreement, the performance of Subco's obligations under this Agreement, or the completion of the Transaction will:

(a) result in or constitute a breach of any term or provision of, or constitute a default under, the articles or by-laws of Subco, or any agreement or other commitment to which Subco is a party or by which Subco is bound;

(b) constitute an event which would permit any party to any Material Contract with Subco to terminate that agreement, or to accelerate the maturity of any indebtedness of Subco, or other obligation of Subco; or

(c) result in the creation or imposition of any Encumbrance on the Subco assets or the Subco Common Shares.

Section 4.5 No Business Operations

Subco has no agreements, liabilities (including in respect of Taxes), Contracts, undertakings or commitments whatsoever of any kind other than this Agreement and does not carry out any active business and has been formed for the sole purpose of carrying out the Amalgamation. Subco does not own or hold, directly or indirectly, any securities of, or have any interest in, any corporation, partnership, joint venture or other entity.

Section 4.6 Authorized and Issued Capital

The authorized share capital of Subco consists of an unlimited number of Subco Common Shares. There are 100 Subco Common Shares issued and outstanding.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES OF FRECKLE

Freckle hereby represents and warrants to Knol and Subco as follows, and acknowledges that Knol and Subco are relying upon such representations and warranties in connection with the transactions contemplated herein. The statements contained in this Article 5 are true and correct as of the date hereof, and Freckle covenants, represents and warrants with and in favour of Knol and Subco that all of the representations and warranties set forth in this Article 5 will be true and correct at the time of Closing as if made on the Closing Date.

Section 5.1 Corporate Existence

Freckle is a corporation duly incorporated, validly existing and in good standing under the laws of the Province of Ontario. No proceedings have been taken or authorized by Freckle in respect of the bankruptcy, reorganization, insolvency, liquidation, dissolution or winding up of Freckle.

Section 5.2 Capacity to Enter Agreement

Freckle has the requisite corporate power and authority and capacity to enter into and perform its obligations under this Agreement.

Section 5.3 Binding Obligation

The execution, delivery and performance of this Agreement by Freckle and the consummation by it of the transactions contemplated hereby have been or will be, by the Closing Date, duly and validly authorized by all necessary corporate action and no further consent or authorization of the board of directors or shareholders of Freckle is or will be required.

This Agreement constitutes or, by the Closing Date, will constitute a valid and binding obligation of Freckle, enforceable against Freckle in accordance with its terms, except as such enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, liquidation, conservatorship, receivership or other laws of general application limiting the enforcement of creditors' rights generally and by the fact that equitable remedies, including specific performance, are discretionary and may not be ordered in respect of certain defaults.

Section 5.4 Absence of Conflict

None of the execution and delivery of this Agreement, the performance of Freckle's obligations under this Agreement, or the completion of the Transaction will:

(a) result in or constitute a breach of any term or provision of, or constitute a default under, the constating documents of Freckle or any agreement or other commitment to which Freckle is a party or by which Freckle is bound;

(b) constitute an event which would permit any party to any Material Contract to terminate that agreement, or to accelerate the maturity of any indebtedness of Freckle, or other obligation of Freckle; or

(c) result in the creation or imposition of any Encumbrance on the Freckle Common Shares.

Section 5.5 No Limitation On Business Operations

Freckle is not a party to, or bound or affected by, any Contract containing any covenant expressly limiting its respective abilities to compete in any line of business, or transfer or move any of its assets or operations.

Section 5.6 Regulatory Approvals

Other than with respect to the Concurrent Financing, no authorization, approval, order, consent of, or filing with, any Governmental Entity is or will be, to the knowledge of Freckle, required on the part of Freckle in connection with the execution, delivery and performance of this Agreement or any other documents and agreements to be delivered under this Agreement.

Section 5.7 Consents

There is no requirement to obtain any consent, approval or waiver of a party under any Material Contract to which Freckle is a party in order to complete the Transaction.

Section 5.8 Subsidiaries and Investments

Freckle does not own or hold, directly or indirectly, any securities of, or have any interest in, any corporation, partnership, joint venture or other entity.

Section 5.9 Constating Documents

The articles of incorporation and bylaws of Freckle constitute all of the constating documents of Freckle and are in full force and effect; no action has been taken and no changes are planned to amend the articles or by-laws of Freckle other than in conjunction with the Amalgamation.

Section 5.10 Capacity and Power

Freckle has all necessary corporate power, authority and capacity to own or lease its assets and carry on its business as currently being conducted.

Section 5.11 Jurisdictions

Freckle is duly licensed, registered and qualified as a corporation to do business, is up-to-date in the filing of all required corporate returns and other notices and filings and is otherwise in good standing in all material respects, in each jurisdiction in which: (i) it owns or leases property, or (ii) the nature or conduct of its business or any part thereof, or the nature of the property of Freckle or any part thereof, makes such qualification necessary to enable the business to be carried on as now conducted, to enable the property and assets of Freckle to be owned, leased and operated by it, except where failure to be so licensed, registered and qualified or to make such filings would not have a Material Adverse Effect on Freckle.

Section 5.12 Authorized and Issued Capital

Freckle is authorized to issue an unlimited number of Freckle Common Shares. As of the date hereof, 166,376,977 Freckle Common Shares are issued and outstanding, 5,703,000 Freckle Options are issued and outstanding and 23,620,977 Freckle Warrants are issued and outstanding.

Section 5.13 Pre-Emptive Rights

(a) other than as disclosed to Knol, no shareholder of Freckle is entitled to pre-emptive rights or registration rights and there are no outstanding options, warrants, rights to subscribe for, call or commitments of any character whatsoever relating to, or securities or rights convertible into, any Freckle Common Shares, other than the Subscription Receipts, the Freckle Options and the Freckle Warrants;

(b) there are no contracts, commitments, understandings, or arrangements by which Freckle is or may become bound to issue additional Freckle Common Shares or options, securities or rights convertible into Freckle Common Shares, other than the Subscription Receipts, the Freckle Options and the Freckle Warrants;

(c) Freckle is not a party to any agreement granting registration or anti-dilution rights to any person with respect to any of its equity or debt securities, other than the Subscription Receipts; and

(d) Freckle is not a party to, and Freckle does not have any knowledge of, any agreement restricting the voting or transfer of any Freckle Common Shares.

Section 5.14 Prior Issuances of Securities, No Registration, No Cease Trade Orders

The offer and sale of all Freckle Common Shares issued and outstanding as of the date of this Agreement have complied with all applicable Laws. Freckle's securities are not registered with any securities commission or with any securities regulator in Canada or other foreign jurisdiction. Freckle is not required to file periodic reports with the U.S. Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934. No order ceasing or suspending trading in any securities of Freckle, prohibiting the sale of securities of Freckle or the trading of any of Freckle' issued securities has been issued and, to the best of Freckle' knowledge, no proceedings for such purpose are pending, threatened or contemplated.

Section 5.15 No Voting Trust, etc.

None of the issued and outstanding Freckle Common Shares are, to the knowledge of Freckle, subject to escrow restrictions, pooling arrangements or voting trusts, whether voluntary or involuntary.

Section 5.16 Non-Arm's Length Loans, Loans to Insiders, etc.

Freckle has not made any payment or loan to, or borrowed any funds from or is otherwise indebted to, any officer, director, employee, shareholder or any other person not dealing at arm's length with Freckle except with respect to reasonable and bona fide expenses incurred by such persons relating to the business and affairs of Freckle. Freckle is not a party to any contract with any officer, director, employee, shareholder or any other person not dealing at arm's length with Freckle.

Section 5.17 Books and Records

The Books and Records and minute books of Freckle are maintained substantially in accordance with all applicable Laws and are complete and accurate in all respects.

Section 5.18 Financial Statements

The Freckle Financial Statements are prepared in accordance with IFRS and present fairly the assets, liabilities (whether accrued, absolute, contingent or otherwise) and the financial condition of Freckle as at the respective dates of such financial statements.

Section 5.19 Tax Matters

Freckle has withheld or collected and remitted all amounts to be withheld or collected and remitted with respect to any Taxes as required under all applicable Tax Laws. There are no actions, suits or proceedings, in progress, pending, or, to the knowledge of Freckle, threatened against Freckle, in connection with any Taxes. The provisions for Taxes shown on the Freckle Financial Statements are sufficient for the payment of all accrued and unpaid Taxes for all periods up to the end of the most recent financial period addressed in the Freckle Financial Statements.

Section 5.20 Absence of Changes

Since the most recent balance sheet and statement of income included in the Freckle Financial Statements, there has not been:

(a) any change in the financial condition, operations, results of operations, or business of Freckle that has had a Material Adverse Effect nor has there been any occurrence or circumstances which, with the passage of time might reasonably be expected to have a Material Adverse Effect; or

(b) any damage, destruction or loss, labour trouble, or other event, development or condition of any character suffered by Freckle which has had, or may reasonably be expected to have a Material Adverse Effect.

Section 5.21 Absence of Undisclosed Liabilities

Except to the extent reflected or reserved in the Freckle Financial Statements or incurred in the ordinary course of Freckle's business consistent with past practice, Freckle does not have any outstanding indebtedness or any liabilities or obligations (whether accrued, absolute, contingent or otherwise), including under any guarantee of any debt.

Section 5.22 Absence of Unusual Transactions

Since the most recent balance sheet and statement of loss included in the Freckle Financial Statements, except as contemplated in this Agreement:

(a) Freckle has conducted its business only in the usual, ordinary and regular course and consistent with past practice;

(b) no liability or obligation of any nature, whether absolute, accrued, contingent or otherwise that has had or is reasonably likely to have a Material Adverse Effect, has been incurred; and

(c) no event that has had or is reasonably likely to have a Material Adverse Effect has occurred.

Section 5.23 Title to Assets

Freckle owns, possesses and has good and marketable title to all of its undertaking, property and assets including all the undertaking, property and assets to be reflected in the most recent balance sheet included in the Freckle Financial Statements, free and clear of all Encumbrances. The undertaking, property and assets of Freckle comprise all of the undertaking, assets and property necessary for it to carry on its business as it is currently operated.

Section 5.24 Employees

There are no outstanding amounts payable to employees other than in the ordinary course of business or as disclosed in the Freckle Financial Statements.

Section 5.25 Management Contracts

Freckle is not a party to any written management contract, including without limitation, any contract which provides for a right of payment in the event of a change in control of Freckle.

Section 5.26 Material Contracts

Freckle is not in default or breach of any Material Contract, and to the knowledge of Freckle, there exists no state of facts which, after notice or lapse of time or both, would constitute such a default or breach. To the knowledge of Freckle, no counterparty to any Material Contract is in default of any of its obligations under any Material Contract, Freckle is entitled to all benefits under each Material Contract, as applicable, and Freckle has not received any notice of termination of any Material Contract and, to the best of Freckle's knowledge, no such terminations are pending, threatened or contemplated.

Section 5.27 Litigation

There are no actions, suits, grievances or proceedings, whether judicial, arbitral or administrative, and whether or not purportedly on behalf of Freckle, pending, commenced, or, to the knowledge of Freckle, threatened or contemplated that would have a Material Adverse Effect on the business and operations of Freckle. There is no outstanding judgment, decree, order, ruling or injunction involving Freckle or relating in any way to the Transaction.

Section 5.28 No Expropriation

To the knowledge of Freckle, no property or asset of Freckle has been taken or expropriated by any Governmental Entity and no notice or proceeding in respect of any such expropriation has been given or commenced or is there any intent or proposal to give any such notice or commence any such proceeding.

Section 5.29 Finder's Fees

No person or corporation is entitled to a finder's fee or other form of compensation from Freckle with respect to the Transaction.

Section 5.30 Full Disclosure

None of the foregoing representations, warranties and statements of fact contain any untrue statement of a material fact or omit to state any material fact necessary to make such statement or representation not misleading to a prospective purchaser of Freckle Common Shares who is seeking full information as to Freckle and its properties, businesses and affairs.

ARTICLE 6
COVENANTS

Section 6.1 Covenants of Freckle

Freckle covenants and agrees that, until the earlier of the Closing Date and the time that this Agreement is terminated in accordance with its terms, it shall:

(a) not solicit, initiate, knowingly encourage, cooperate with or facilitate (including by way of furnishing any non-public information or entering into any form of agreement, arrangement or understanding) the submission, initiation or continuation of any oral or written inquiries or proposals or expressions of interest regarding, constituting or that may reasonably be expected to lead to any activity, arrangement or transaction or propose any activities or solicitations in opposition to or in competition with the Transaction, and without limiting the generality of the foregoing, not to induce or attempt to induce any other person to initiate any shareholder proposal or "takeover bid," exempt or otherwise, within the meaning of the *Securities Act* (Ontario), for securities or assets of Freckle, nor to undertake any transaction or negotiate any transaction which would be or potentially could be in conflict with the Transaction, including, without limitation, allowing access to any third party to conduct due diligence, nor to permit any of its officers or directors to authorize such access, except as required by statutory obligations. In the event Freckle, including any of its officers or directors, receives any form of offer or inquiry, Freckle shall forthwith (in any event within one business day following receipt) notify Knol of such offer or inquiry and provide Knol with such details as it may request;

(b) prepare and complete the financial statements required by the TSXV in connection with the completion of the Transaction, which includes the Freckle Financial Statements and any pro forma financial statements for the Resulting Issuer;

(c) not take any action contrary to, or in opposition of the Amalgamation and the Transaction;

(d) use its reasonable commercial efforts to cause the shareholders of Freckle to vote in favour of or otherwise approve the Amalgamation and all ancillary matters thereto, and not take any action contrary to, or in opposition of the Amalgamation;

(e) use commercially reasonable efforts to obtain all necessary waivers, consents and approvals required to be obtained from, and to deliver all notices required to be delivered to, other parties to any of its Material Contracts in connection with this Agreement, the Amalgamation or any of the other transactions contemplated herein;

(f) use commercially reasonable efforts to comply promptly with all requirements imposed by applicable Law with respect to the Amalgamation and any other transactions contemplated herein;

(g) not knowingly take any action, refrain from taking any commercially reasonable action, or permit any action to be taken or not taken, which is inconsistent with this Agreement or which is or could reasonably be expected to impede or delay the completion of the transactions contemplated under this Agreement except as specifically permitted by this Agreement;

(h) use commercially reasonable efforts to fulfill all conditions to closing contained in this Agreement that are within its power and satisfy all provisions of this Agreement and the Amalgamation applicable to Freckle;

(i) conduct its business in a prudent and business-like manner and, except for transactions contemplated herein, in the ordinary course and in a manner consistent with past practice;

(j) other than with respect to the common shares underlying the convertible debenture provided by Neil Sweeney, not issue any debt, equity or other securities without the prior written approval of Knol, except in connection with the Concurrent Financing or with respect to any options, warrants or other rights outstanding as of the date hereof;

(k) not borrow money or incur any indebtedness for money borrowed, except as agreed to by Knol in writing;

(l) not split, divide, consolidate, combine, exchange or reclassify any of its equity securities or issue or authorize the issuance of any other securities in lieu of or in substitution for, any of its equity securities;

(m) not redeem, purchase or otherwise acquire any of its outstanding securities, unless otherwise required by the terms of such securities;

(n) not alter or amend the terms of any of its outstanding securities,;

(o) not adopt a plan of liquidation or resolution providing for the liquidation or dissolution of Freckle;

(p) not make loans, advances or other payments, excluding ordinary course compensation and routine advances to employees of Freckle for expenses incurred in the ordinary course, except as agreed to by Knol in writing;

(q) not declare or pay any dividends or distribute any of Freckle's properties or assets;

(r) not amend Freckle's articles or by-laws in any manner which may adversely affect the success of the Transaction, except as agreed by Knol in writing or as required to give effect to the matters contemplated herein;

(s) except as permitted or contemplated herein, not enter into any transaction or Material Contract not in the ordinary course of business and not engage in any business enterprise or activity different from that carried on as of the date hereof, unless written approval of Knol is obtained;

(t) subject to the provisions hereof, to cooperate fully with Knol and to use all reasonable commercial efforts to assist Knol in its efforts to complete the Transaction, unless such cooperation and efforts would subject Freckle to liability or would be in breach of applicable statutory and regulatory requirements; and

(u) promptly deliver written notice to Knol of any circumstance or development that, to the knowledge of Freckle, is or could, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on Freckle.

Section 6.2 Covenants of Knol

Knol covenants and agrees that, until the earlier of the Closing Date and the time that this Agreement is terminated in accordance with its terms, it shall:

(a) not solicit, initiate, knowingly encourage, cooperate with or facilitate (including by way of furnishing any non-public information or entering into any form of agreement, arrangement or understanding) the submission, initiation or continuation of any oral or written inquiries or proposals or expressions of interest regarding, constituting or that may reasonably be expected to lead to any activity, arrangement or transaction or propose any activities or solicitations in opposition to or in competition with the Transaction, and without limiting the generality of the foregoing, not to induce or attempt to induce any other person to initiate any shareholder proposal or "takeover bid," exempt or otherwise, within the meaning of the *Securities Act* (Ontario), for securities or assets of Knol, nor to undertake any transaction or negotiate any transaction which would be or potentially could be in conflict with the Transaction, including, without limitation, allowing access to any third party to conduct due diligence, nor to permit any of its officers or directors to authorize such access, except as required by statutory obligations. In the event Knol, including any of its officers or directors, receives any form of offer or inquiry, Knol shall forthwith (in any event within one business day following receipt) notify Freckle of such offer or inquiry and provide Freckle with such details as it may request;

(b) apply for and use commercially reasonable efforts to obtain all regulatory approvals relating to Knol and Subco required in connection with this Agreement, the Transaction or any of the other transactions contemplated herein, and, in doing so, keep Freckle fully informed as to the status of the proceedings related to obtaining the regulatory approvals, including providing Freckle promptly with copies of all related applications and notifications (other than with respect to confidential information contained in such applications and notifications), in a draft form prior to such applications and notifications being submitted, in order for Freckle to provide its reasonable comments thereon;

(c) prepare and complete the financial statements required by the TSXV in connection with the completion of the Transaction, which includes the Knol Financial Statements;

(d) use its reasonable commercial efforts to cause the shareholders of Knol to vote in favour of the Name Change, Consolidation and the Transaction, if required, and all ancillary matters thereto, and not take any action contrary to, or in opposition of the the Name Change, Consolidation or the Transaction;

(e) use commercially reasonable efforts to obtain all necessary waivers, consents and approvals required to be obtained from, and to deliver all notices required to be delivered to, other parties to any of its Material Contracts in connection with this Agreement, the Transaction or any of the other transactions contemplated herein;

(f) use commercially reasonable efforts to comply promptly with all requirements imposed by applicable Law with respect to the Amalgamation and any other transactions contemplated herein;

(g) not knowingly take any action, refrain from taking any commercially reasonable action, or permit any action to be taken or not taken, which is inconsistent with this Agreement or which is or could reasonably be expected to impede or delay the completion of the transactions contemplated under this Agreement except as specifically permitted by this Agreement;

(h) use commercially reasonable efforts to fulfill all conditions to closing contained in this Agreement that are within its power and satisfy all provisions of this Agreement and the Transaction applicable to Knol;

(i) conduct its business in a prudent and business-like manner and, except for transactions contemplated herein, in the ordinary course and in a manner consistent with past practice;

(j) not issue any debt, equity or other securities without the prior written approval of Freckle, except in connection with the Concurrent Financing or with respect to any options, warrants or other rights outstanding as of the date hereof;

(k) not split, divide, consolidate, combine, exchange or reclassify any of its equity securities or issue or authorize the issuance of any other securities in lieu of or in substitution for, any of its equity securities, except with respect to the Consolidation;

(l) not redeem, purchase or otherwise acquire any of its outstanding securities, unless otherwise required by the terms of such securities;

(m) not alter or amend the terms of any of its outstanding securities, except as provided for in this Agreement;

(n) not adopt a plan of liquidation or resolution providing for the liquidation or dissolution of Knol;

(o) not borrow money or incur any indebtedness for money borrowed, except as agreed to by Freckle in writing;

(p) not make loans, advances or other payments, other than (i) routine advances to directors and officers of Knol for expenses incurred in the ordinary course, (i) obligations incurred in the ordinary course of business, (iii) payments contemplated by this Agreement, and (iv) as otherwise agreed to by Freckle in writing;

(q) not (i) grant to any officer or director of Knol an increase in compensation in any form; (ii) grant any general salary increase to any officer or director of Knol; (iii) take any action with respect to the grant of any severance or termination pay; (iv) enter into any employment agreement with any officer or director of Knol; or (v) increase any benefits payable to any officer or director of Knol under their current severance or termination pay policies;

(r) not settle or compromise, without the prior written consent of Freckle: (i) any action, claim or proceeding brought against Knol that is or could, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on Knol; or (ii) any action, claim or proceeding brought by any present, former or purported holder of its securities in connection with the transactions contemplated by this Agreement or the Amalgamation;

(s) not declare or pay any dividends or distribute any of Knol’s properties or assets;

(t) not amend Knol’s articles or notice of articles in any manner which may adversely affect the success of the Transaction, except as agreed by Freckle in writing or as required to give effect to the matters contemplated herein, including giving effect to the Name Change and Consolidation;

(u) except as permitted or contemplated herein, not enter into any transaction or Material Contract not in the ordinary course of business and not engage in any business enterprise or activity different from that carried on as of the date hereof, unless the written approval of Freckle is obtained;

(v) subject to the provisions hereof, to cooperate fully with Freckle and to use all reasonable commercial efforts to assist Freckle in its efforts to complete the Transaction, unless such cooperation and efforts would subject Knol to liability or would be in breach of applicable statutory and regulatory requirements; and

(w) promptly deliver written notice to Freckle of any circumstance or development that, to the knowledge of Knol, is or could, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on Knol.

Section 6.3 Access to Information and Confidentiality

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

The foregoing does not apply to information that:

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

(b) was available on a non-confidential basis to a party prior to its disclosure pursuant to this Agreement; or

(c) becomes available on a non-confidential basis from a third party who, to the knowledge of the recipient after enquiry, is not bound to keep such information confidential.

ARTICLE 7
CLOSING CONDITIONS

Section 7.1 Mutual Conditions

The respective obligations of Knol, Freckle and Subco to complete the Transaction are subject to the fulfillment of the following conditions on or before the Closing Date or such earlier date as specified herein:

(a) Knol shareholders having approved the Transaction and all related matters, including the Consolidation and the amendment of Knol's constating documents to change its name to "Freckle Corp." or such other name as may be determined by the board (the "**Name Change**");

(b) receipt of all required regulatory, shareholder and third party approvals including TSXV approval, and compliance with all applicable regulatory requirements and conditions necessary to complete the Transaction;

(c) there will not be in force any Law, ruling, order or decree, and there will not have been any action taken under any Law or by any Governmental Entity or other regulatory authority, that makes it illegal or otherwise directly or indirectly restrains, enjoins or prohibits the consummation of the Amalgamation in accordance with the terms hereof or results or could reasonably be expected to result in a judgment, order, decree or assessment of damages, directly or indirectly, relating to the Amalgamation which has, or could have, a Material Adverse Effect;

(d) the Articles of Amalgamation to be filed with the Director in accordance with the Amalgamation, shall be in form and substance satisfactory to Freckle and Knol, acting reasonably;

(e) the board of directors of the Resulting Issuer shall consist of five directors, one of whom shall be nominated by Knol and four of whom shall be nominated by Freckle;

(f) the Concurrent Financing shall have been completed by the Parties on terms and conditions, and in a minimum amount, acceptable to each Party;

(g) all other consents, waivers, permits, exemptions, orders and approvals of, and any registrations and filings with, any Governmental Entity, the failure of which to obtain or the expiry of which would or could have a Material Adverse Effect or materially impede the completion of the Transaction, will have been obtained or received on terms that are reasonably satisfactory to each Party hereto; and

(h) this Agreement will not have been terminated pursuant to Article 10 hereof.

The foregoing conditions are for the mutual benefit of the Parties hereto and may be waived in respect of a Party hereto, in whole or in part, by such Party hereto in writing at any time. If any of such conditions will not be complied with or waived as aforesaid on or before the Closing Date or, if earlier, the date required for the performance thereof, then, subject to Article 10 hereof, any Party hereto may terminate this Agreement by written notice to the other Parties in circumstances where the failure to satisfy any such condition is not the result, directly or indirectly, of a breach of this Agreement by such rescinding Party hereto.

Section 7.2 Knol Conditions

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

(a) no material adverse change (or any condition event or development involving a prospective material adverse change) having occurred in the business, results of operations, assets, capitalization, financial condition, prospects, licenses, permits, rights, privileges or liabilities, whether contractual or otherwise, or affairs of Freckle, financial or otherwise, between the date hereof and the Closing Date;

(b) satisfactory completion of due diligence by Knol, its counsel and representatives on the business, assets, financial condition and corporate records of Freckle, acting reasonably;

(c) there being no legal proceedings or regulatory actions or proceedings against Freckle as of the Closing Date which may have a Material Adverse Effect on Freckle, its business, assets or financial condition;

(d) there being no inquiry or investigation (whether formal or informal) in relation to Freckle or its directors or officers commenced or threatened by any securities commission or official of the TSXV or regulatory body having jurisdiction such that the outcome of such inquiry or investigation could have a Material Adverse Effect on Freckle, its business, assets or financial condition;

(e) all representations and warranties of Freckle under this Agreement shall be true and correct as of the Closing Date as if made on and as of such date (except to the extent such representations and warranties speak as of an earlier date, in which event such representations and warranties shall be true and correct as of such earlier date, or except as affected by transactions contemplated or permitted by this Agreement), except where the failure of such representations and warranties to be true and correct, individually or in the aggregate, would not result, or would not reasonably be expected to result, in a material adverse change in respect of Freckle and would not, or would not reasonably be expected to, materially delay completion of the Amalgamation and the transactions otherwise contemplated hereby;

(f) all covenants of Freckle under this Agreement to be performed on or before the Closing Date shall have been performed by Freckle in all material respects;

(g) there being no other issued and outstanding securities in the capital of Freckle other than as disclosed herein;

(h) the directors and shareholders of Freckle will have adopted and passed all necessary resolutions and all other necessary corporate action will have been taken by Freckle to permit the consummation of this Agreement and the Transaction;

(i) relevant principals and shareholders of Freckle shall have entered into such escrow agreements as required by the TSXV and shall have delivered such documents as required by the TSXV including, without limitation, duly completed personal information forms acceptable to the TSXV; and

(j) Freckle will have executed and delivered, or cause to be executed and delivered, at the closing of the Transaction, such customary agreements, legal opinions, certificates, resolutions and other closing documents as may be required by the other Parties hereto, all in form satisfactory to the other Parties, acting reasonably.

The foregoing conditions are for the benefit of Knol and may be waived, in whole or in part, by Knol in writing at any time. If any of such conditions will not be complied with or waived by Knol on or before the Closing Date or, if earlier, the date required for the performance thereof, then, subject to Article 10 hereof, Knol may terminate this Agreement by written notice to Freckle and Subco in circumstances where the failure to satisfy any such condition is not the result, directly or indirectly, of a breach of this Agreement by Knol.

Section 7.3 Freckle Conditions

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

(a) Knol providing Freckle with all of its Books and Records from 2016 to the Effective Date at no cost to Freckle. For greater certainty, this subsection shall include Knol's full legal minute books and constating documents from incorporation to the present as well as full balance sheet subledgers, reconciliations and underlying supporting documentation from each item on the balance sheet as of the date of Closing;

(b) the Transaction, the Consolidation and the Name Change shall have been approved by the Knol shareholders and the articles of Knol shall have been amended so as to effect the Consolidation and the Name Change;

(c) Knol, as the sole shareholder of Subco, shall have approved the Amalgamation;

(d) the directors of Knol and Subco will have adopted all necessary resolutions and all other necessary corporate action will have been taken by Knol and Subco to permit the consummation of the Transaction;

(e) no material adverse change (or any condition event or development involving a prospective material adverse change) having occurred in the business, results of operations, assets, capitalization, financial condition, prospects, licenses, permits, rights, privileges or liabilities, whether contractual or otherwise, or affairs of Knol, financial or otherwise, between the date hereof and the Closing Date, except for a decrease in Knol's working capital position reasonably necessary to facilitate the Transaction and to meet its customary obligations as a "reporting issuer" in Alberta and British Columbia;

(f) subject to the Amalgamation Effective Date being not later than June 30, 2019, the working capital of Knol shall be not less than $3,050,000, after payment of Knol's costs of the Transaction;

(g) satisfactory completion of due diligence by Freckle, its counsel and representatives on the business, assets, financial condition and corporate records of Knol, acting reasonably;

(h) there being no legal proceedings or regulatory actions or proceedings against Knol as of the Closing Date which may have a Material Adverse Effect on Knol, its business, assets or financial condition;

(i) there being no inquiry or investigation (whether formal or informal) in relation to Knol or its directors or officers commenced or threatened by any securities commission or official of the TSXV or regulatory body having jurisdiction such that the outcome of such inquiry or investigation could have a Material Adverse Effect on Knol, its business, assets or financial condition;

(j) all representations and warranties of Knol and Subco under this Agreement shall be true and correct as of the Closing Date as if made on and as of such date (except to the extent such representations and warranties speak as of an earlier date, in which event such representations and warranties shall be true and correct as of such earlier date, or except as affected by transactions contemplated or permitted by this Agreement), except where the failure of such representations and warranties to be true and correct, individually or in the aggregate, would not result, or would not reasonably be expected to result, in a material adverse change in respect of Knol or Subco, as applicable, and would not, or would not reasonably be expected to, materially delay completion of the Amalgamation and the transactions otherwise contemplated hereby;

(k) all covenants of Knol under this Agreement to be performed on or before the Closing Date shall have been performed by Knol in all material respects;

(l) all consents, waivers and approvals required to be obtained by Knol from a counter-party to a Material Contract of Knol required in connection with, or to permit the consummation of, the Amalgamation or any transaction otherwise contemplated hereby, shall have been obtained on terms and conditions satisfactory to Freckle, acting reasonably;

(m) the Resulting Issuer Common Shares issued as consideration for the Freckle Common Shares being issued as fully paid and non-assessable common shares in the capital of the Resulting Issuer, free and clear of any and all encumbrances, liens, charges and demands of whatsoever nature, except those imposed pursuant to the escrow restrictions of the TSXV and those arising under applicable securities laws;

(n) Knol will, prior to Closing Time, make all applicable filings with the TSXV and any Governmental Entities;

(o) receipt of duly executed resignations and mutual releases of each director and officer of Knol who will not serve as a director or officer of the Resulting Issuer;

(p) there being no debts owing to Knol by any of its directors, officers, employees or consultants or any former directors, officers, employees or consultants or any other person with whom Knol does not deal at arm's length, except for amounts advanced to such persons for expenses incurred on behalf of Knol in the ordinary course of business or as otherwise disclosed either in writing to Freckle or in the Knol Disclosure Documents;

(q) all management, consulting, lease and rental contracts to which Knol is a party having been terminated and there not being any termination rights, payments or other fees payable pursuant to any such agreements as a result of such terminations;

(r) there being no other issued and outstanding securities in the capital of Knol or Subco other than as disclosed herein; and

(s) Knol will have executed and delivered, at the Closing of the Transaction, such customary agreements, legal opinions, certificates, resolutions and other closing documents as may be required by the other Parties hereto, all in form satisfactory to the other Parties hereto, acting reasonably.

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

Section 7.4 Consents-Merger

The obligations of Knol, Subco and Freckle to obtain the consents referred to in this Article 7 will not survive the completion of the Transaction, and will merge without recourse between the Parties upon such completion.

ARTICLE 8
SURVIVAL

Section 8.1 Survival

The covenants, representations and warranties of each of Knol, Freckle, and Subco as set out herein shall survive from the Closing Date for a period of 18 months.

ARTICLE 9
CLOSING

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

ARTICLE 10
TERM AND TERMINATION

Section 10.1 Term

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

Section 10.2 Termination

(a) This Agreement may be terminated at any time prior to the Closing Date:

(i) by mutual written agreement of the Parties;

(ii) by Freckle, if a breach of any representation or warranty or failure to perform any covenant or agreement on the part of Knol or Subco set forth in this Agreement shall have occurred that would cause the conditions set forth in Section 7.1 or Section 7.3 not to be satisfied, or render such conditions incapable of being satisfied by the Closing Date, as reasonably determined by Freckle; provided, however, that Freckle is not then in breach of this Agreement so as to cause any condition in Section 7.1 or Section 7.3 not to be satisfied; or

(iii) by Knol, if a breach of any representation or warranty or failure to perform any covenant or agreement on the part of Freckle set forth in this Agreement shall have occurred that would cause the conditions set forth in Section 7.1 or Section 7.2 not to be satisfied, or render such conditions incapable of being satisfied by the Closing Date as reasonably determined by Knol; provided, however, that Knol is not then in breach of this Agreement so as to cause any condition in Section 7.1 or Section 7.2 not to be satisfied.

(b) For greater certainty, this Agreement may not be terminated unilaterally by Subco.

Section 10.3 Termination Fee

(a) If Freckle terminates this Agreement pursuant to Section 10.2(a)(ii), Knol shall pay to Freckle a termination fee of $350,000 by wire transfer of immediately available funds within 10 Business Days of such termination.

(b) If Knol terminates this Agreement pursuant to Section 10.2(a)(iii), Freckle shall pay to Knol a termination fee of $350,000 by wire transfer of immediately available funds within 10 Business Days of such termination.

Section 10.4 Liquidated Damages

Each of the Parties hereby acknowledge that the termination fee, if payable, is a payment of liquidated damages which are a genuine pre-estimate of the damages that Freckle or Knol, as the case may be, will suffer or incur as a result of the event giving rise to such damages and the resultant non-completion of the Transaction and is not a penalty. Each of the Parties hereby waives any right it may have to raise as a defense that any such liquidated damages are excessive or punitive.

ARTICLE 11
GENERAL

Section 11.1 Costs and Expenses

Except as otherwise specified in this Agreement, all costs and expenses (including the fees and disbursements of accountants, legal counsel and other professional advisers) incurred in connection with this Agreement and the completion of the transactions contemplated by this Agreement are to be paid by the Party incurring those costs and expenses. If this Agreement is terminated, the obligation of each Party to pay its own costs and expenses is subject to each Party's respective rights arising from a breach or termination, subject to Section 10.4 above.

Section 11.2 Time of Essence

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

Section 11.3 Notices

Any Notice must be in writing and either:

(a) personally delivered;

(b) sent by prepaid, registered mail; or

(c) sent by facsimile, e-mail or functionally equivalent electronic means of communication, charges (if any) prepaid.

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

to Knol and Subco at:

Suite 1703 – 595 Burrard Street
Vancouver, British Columbia
V7X 1J1

Attention: Michael Atkinson
Email: Atkinson@Earlston.ca

to Freckle at:

409 King St. West, Suite 400
Toronto, Ontario
M5V 1K1

Attention: Neil Sweeney
email: NeilCFreckleiot.com

or at any other address as any Party may from time to time advise the other by Notice given in accordance with this Section 11.3. Any Notice delivered to the Party to whom it is addressed will be deemed to have been given and received on the day it is so delivered at that Party's address, provided that if that day is not a Business Day then the Notice will be deemed to have been given and received on the next Business Day. Any Notice transmitted by facsimile or other form of electronic communication will be deemed to have been given and received on the day on which it was transmitted (but if the Notice is transmitted on a day which is not a Business Day or after 4:00 p.m. (local time of the recipient), the Notice will be deemed to have been received on the next Business Day). Any Notice given by registered mail will be deemed to have been received on the fifth Business Day after which it is so mailed. If a strike or lockout of postal employees is then in effect, or generally known to be impending, every Notice must be effected by personal delivery, or by facsimile, e-mail or functionally equivalent electronic means.

Section 11.4 Further Assurances

Each Party will execute and deliver any further agreements and documents and provide any further assurances as may be reasonably required by the other Party to give effect to this Agreement and, without limiting the generality of the foregoing, will do or cause to be done all acts and things, execute and deliver or cause to be executed and delivered all agreements and documents and provide any assurances, undertakings and information as may be required from time to time by all Governmental Entities or stock exchanges having jurisdiction or as may be required from time to time under applicable securities legislation.

Section 11.5 No Broker

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

Section 11.6 Public Notice

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

Section 11.7 Independent Legal Advice

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

Section 11.8 Amendment and Waiver

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

Section 11.9 Assignment and Enurement

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

Section 11.10 Severability

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

Section 11.11 Counterparts

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

Section 11.12 Facsimile Signatures

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

[*signature page follows*]

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

KNOL RESOURCES CORP.

Per: *"Michael Atkinson"*
Name: Michael Atkinson
Title: Chief Executive Officer

2690134 ONTARIO INC.

Per: *"Michael Atkinson"*
Name: Michael Atkinson
Title: Director

FRECKLE I.O.T. LTD.

Per: *"Neil Sweeney"*
Name: Neil Sweeney
Title: Chief Executive Officer

SCHEDULE "A"

AMALGAMATION AGREEMENT

THIS AMALGAMATION AGREEMENT made as of the [●] day of [●], 2019,

AMONG:

KNOL RESOURCES CORP.

(“Knol”)

AND:

FRECKLE I.O.T. LTD.

(“Freckle”)

AND:

2690134 ONTARIO INC.

(“Subco”)

WHEREAS Freckle and Subco wish to amalgamate pursuant to Section 174 of the *Business Corporations Act* (Ontario) upon the terms and conditions hereinafter described and for such purpose the Resulting Issuer (as defined herein) has agreed to issue the Resulting Issuer Common Shares (as defined herein), the Resulting Issuer Options (as defined herein) and the Resulting Issuer Warrants (as defined herein) as hereinafter provided.

AND WHEREAS as of the date hereof, there are 55,696,470 Knol Common Shares (as defined herein) issued and outstanding;

AND WHEREAS as of the date hereof, there are 166,376,977 Freckle Common Shares (as defined herein) issued and outstanding, 5,703,000 Freckle Options issued and outstanding and 23,620,977 Freckle Warrants are issued and outstanding;

AND WHEREAS, as of the date hereof, there are 100 Subco Common Shares (as defined herein) issued and outstanding;

AND WHEREAS, the final closing of the Concurrent Financing (as defined herein) shall complete no later than immediately before the Amalgamation;

NOW THEREFORE for good and valuable consideration the parties agree as follows:

Section 1.1. In this Agreement:

(a) “**Agreement**” means this Amalgamation Agreement;

(b) "**Amalco**" means the continuing corporation constituted upon the Amalgamation becoming effective;

(c) "**Amalco Common Shares**" has the meaning set forth in Section 1.4(d);

(d) "**Amalgamating Corporations**" means Freckle and Subco;

(e) "**Amalgamation**" means the amalgamation of the Amalgamating Corporations as contemplated in this Agreement;

(f) "**Articles of Amalgamation**" means the articles of amalgamation entered into as a result of this Agreement;

(g) "**Certificate of Amalgamation**" means the certificate of amalgamation to be issued pursuant to the OBCA giving effect to the Articles of Amalgamation;

(h) "**Concurrent Financing**" means the private placement for aggregate gross proceeds of up to $6,529,000, which shall be made by way of any combination of 32,659,000 Subscription Receipts or units of Freckle consisting of one Freckle Common Share and one Freckle Warrant;

(i) "**Definitive Agreement**" means the agreement entered into between Freckle, Knol and Subco of even date herewith and which further governs the details of the Amalgamation;

(j) "**Effective Date**" means the effective date of the Amalgamation as set forth in the Certificate of Amalgamation issued to Amalco;

(k) "**Freckle Common Shares**" means the common shares in the capital of Freckle as the same are constituted on the date hereof;

(l) "**Freckle Options**" means the 5,703,000 incentive stock options to purchase Freckle Common Shares exercisable at prices between $0.05 and $0.35 per share, issued pursuant to the stock option plan of Freckle;

(m) "**Freckle Warrants**" means share purchase warrants to acquire Freckle Common Shares;

(n) "**ITA**" has the meaning set forth in Section 1.5(g);

(o) "**OBCA**" means the *Business Corporations Act* (Ontario); and

(p) "**Knol Common Shares**" means the common shares in the capital of Knol as the same are constituted on the Effective Date immediately prior to the Amalgamation;

(q) "**Resulting Issuer**" means Knol upon completion of the Amalgamation;

(r) "**Resulting Issuer Common Shares**" means common shares in the capital of Resulting Issuer;

(s) “**Resulting Issuer Warrants**” means share purchase warrants to acquire Resulting Issuer Common Shares

(t) “**Subco Common Shares**” means the common shares in the capital of Subco; and

(u) “**Subscription Receipts**” means the subscription receipts issued pursuant to the Concurrent Financing.

Capitalized terms used, but not otherwise defined herein shall have the meanings ascribed to them in the Definitive Agreement.

Section 1.2. Amalgamation

Subject to Section 1.5 hereof, the Amalgamating Corporations hereby agree to amalgamate pursuant to the provisions of the OBCA and to continue as one corporation on the terms and conditions herein set forth.

Section 1.3. On the Effective Date:

(a) The Amalgamating Corporations are amalgamated and continue as Amalco under the terms and conditions prescribed in this Agreement;

(b) All liabilities and amounts receivable owed by each Amalgamating Corporation to each other, and any related security, will be cancelled;

(c) Subject to Subsection 1.3(b), Amalco will possess all the property, rights, assets, privileges and franchises and will be subject to all of the contracts, liabilities, debts and obligations of each of the Amalgamating Corporations;

(d) Subject to Subsection 1.3(b), all rights of creditors against the properties, rights, assets, privileges and franchises of each Amalgamating Corporation and all liens upon their respective properties, rights, assets, privileges and franchises, will be unimpaired by the Amalgamation and all debts, contracts, liabilities and duties of each Amalgamating Corporation will, from and after the date upon which the Amalgamation becomes effective, attach to Amalco and may be enforced against it; and

(e) No action or proceeding by or against any of the Amalgamating Corporations will abate or be affected by the Amalgamation, and any conviction against, or ruling under, a judgment in favour of or against, an Amalgamating Corporation may be enforced by or against Amalco.

Section 1.4. Amalgamated Corporations

(a) The name of Amalco will be “Freckle Corp.”, or some other name as agreed upon between Freckle and Knol;

(b) There will be no restrictions on the business that Amalco may carry on or on the powers it may exercise;

(c) The head office of Amalco will be located at [●];

(d) The capital of Amalco will be an unlimited number of common shares (each, an "**Amalco Common Share**");

(e) no securities of Amalco, other than non-convertible debt securities, will be transferred without either:

a. the consent of the directors of Amalco expressed by a resolution passed by the board of directors; or

b. the consent of the holders of a majority of the voting shares of Amalco for the time being outstanding expressed by a resolution passed by the shareholders;

(f) The board of directors of Amalco will, until otherwise changed in accordance with the OBCA, consist of not less than one and not more than 10 directors;

(f) The directors of Amalco will be [●];

(g) Such directors will hold office until the first annual meeting of Amalco or until their successors are duly elected or appointed;

(g) The by-laws of Amalco until repealed, amended or altered will be the by-laws of Freckle; and

(h) The fiscal year-end of Amalco shall be [●].

Section 1.5. Issuance of Resulting Issuer Common Shares Upon Amalgamation

On the Effective Date:

(a) each shareholder of Freckle will receive, instead of Amalco Common Shares, one (1) fully paid and non-assessable Resulting Issuer Common Share in exchange for each issued and outstanding Freckle Common Share held by such shareholder and the Freckle Common Shares thus exchanged will be cancelled without reimbursement of the capital represented by such shares;

(b) the Resulting Issuer will receive one (1) fully paid and non-assessable Amalco Common Share in exchange for each issued and outstanding Subco Common Share held by Knol and the Subco Common Shares thus exchanged will be cancelled without reimbursement of the capital represented by such shares;

(c) in consideration of the issuance of Resulting Issuer Common Shares pursuant to Section 1.5(a), Amalco will issue to the Resulting Issuer one fully paid and non-assessable Amalco Common Share for each Resulting Issuer Common Share so issued;

(d) holders of Freckle Warrants will be entitled to receive, upon exercise of their Freckle Warrants, one Resulting Issuer Common Shares, with the exercise price for each such Resulting Issuer Common Share being equal to the exercise price under the particular Freckle Warrant;

(e) holders of Freckle holders of Freckle Options will receive, in exchange for each Freckle Option held, one Resulting Issuer Option which will be subject to the following: (i) the Resulting Issuer Options will have the terms and conditions set out in the Resulting Issuer stock option plan, (ii) the Resulting Issuer Options will have the same expiry date and vesting conditions as the corresponding Freckle Options, (iii) each Resulting Issuer Option will be exercisable to acquire one Resulting Issuer Common Share, and (iv) the exercise price of the Resulting Issuer Options shall be the same as the exercise price for the corresponding Freckle Options;

(f) no certificates representing fractional shares of Amalco or the Resulting Issuer will be issued pursuant to the Amalgamation, but rather each fractional interest in a Resulting Issuer Common Share or in an Amalco Common Share will be rounded down to the nearest whole number of Resulting Issuer Common Shares or Amalco Common Shares, as the case may be;

(g) the Resulting Issuer shall add to the stated capital maintained in respect of the Resulting Issuer Common Shares an amount equal to the aggregate paid-up capital for purposes of the *Income Tax Act* (Canada) (the "**ITA**") of the Freckle Common Shares immediately prior to the Amalgamation; and

(h) Amalco shall add an amount to the stated capital maintained in respect of the Amalco Common Shares an amount equal to the aggregate paid-up capital for purposes of the ITA of the Subco Common Shares and Freckle Common Shares immediately prior to the Amalgamation.

Section 1.6. Modification or Termination of Amalgamation

(a) The Amalgamating Corporations may, by resolution of their respective boards of directors, assent to any modification of this Agreement that the Director under the OBCA may require and this Agreement will be deemed to include such modification.

(b) This Agreement may, prior to the issuance of a Certificate of Amalgamation, be terminated by either of the Amalgamating Corporations by resolution of their respective board of directors, notwithstanding the approval of the shareholders of the Amalgamating Corporations on the terms and conditions hereof.

Section 1.7. Articles of Amalgamation

Upon each of the Amalgamating Corporations approving this Agreement in accordance with the OBCA, the Amalgamating Corporations will execute and deliver to the Director under the OBCA, the Articles of Amalgamation, in duplicate, and apply for a Certificate of Amalgamation for the purpose of bringing this Amalgamation into effect.

Section 1.8. Covenants of Freckle

Freckle covenants and agrees with Knol and Subco that it will:

(a) use its commercially reasonable efforts to cause each of the conditions precedent set forth in Section 1.15 to be complied with; and

(b) subject to the approval of Knol as the sole shareholder of Subco being obtained for the completion of the Amalgamation, thereafter jointly with Knol and Subco file with the Director under the OBCA the Articles of Amalgamation and such other documents as may be required to give effect to the Amalgamation upon and subject to the terms and conditions of this Agreement.

Section 1.9. Covenants of Knol

Knol covenants and agrees with Freckle and Subco that it will:

(a) sign a resolution as sole shareholder of Subco in favour of the approval of the Amalgamation, this Agreement, and the transactions contemplated hereby in accordance with the OBCA;

(b) use its commercially reasonable efforts to cause each of the conditions precedent set forth in Section 1.15 hereof to be complied with; and

(c) issue that number of Resulting Issuer Common Shares as required by Section 1.5 hereof.

Section 1.10. Covenants of Subco

Subco covenants and agrees with Freckle and Knol that it will not, from the date of execution hereof to the Effective Date, except with the prior written consent of Knol and Freckle, conduct any business which would prevent Freckle or Knol from performing any of their respective obligations hereunder.

Section 1.11. Further Covenants of Subco

Subco further covenants and agrees with Freckle and Knol that it will:

(a) use its commercially reasonable efforts to cause each of the conditions precedent set forth in Section 1.15 hereof to be complied with; and

(b) jointly with Freckle file the Articles of Amalgamation and such other documents as may be required to give effect to the Amalgamation upon and subject to the terms and conditions of this Agreement.

Section 1.12. Representation and Warranty of Knol

Knol represents and warrants to and in favour of Freckle (and acknowledges that Freckle is relying upon such representation and warranty) that Knol is duly authorized to execute and deliver this Agreement and this Agreement is a valid and binding agreement, enforceable against Knol in accordance with its terms.

Section 1.13. Representation and Warranty of Freckle

Freckle represents and warrants to and in favour of Knol and Subco (and acknowledges that Knol and Subco are relying upon such representation and warranty) that Freckle is duly authorized to execute and deliver this Agreement and this Agreement is a valid and binding agreement, enforceable against Freckle in accordance with its terms.

Section 1.14. Representation and Warranty of Subco

Subco represents and warrants to and in favour of Freckle and Knol (and acknowledges that Freckle and Knol are relying upon such representation and warranty) that Subco is duly authorized to execute and deliver this Agreement and this Agreement is a valid and binding agreement, enforceable against Subco in accordance with its terms.

Section 1.15. Conditions Precedent

The respective obligations of the parties hereto to consummate the transactions contemplated hereby, and in particular the Amalgamation, are subject to the satisfaction, on or before the Effective Date, of the following conditions, any of which may be waived (subject to applicable law) by the consent of each of the parties without prejudice to their rights to rely on any other or others of such conditions:

(a) this Agreement and the transactions contemplated hereby, including, in particular, the Amalgamation, shall be approved by the sole shareholder of Subco;

(b) this Agreement and the transactions contemplated hereby, including, in particular, the Amalgamation, shall be approved by the shareholders of Freckle; and

(c) there shall not be in force any order or decree restraining or enjoining the consummation of the transactions contemplated by this Agreement including, without limitation, the Amalgamation.

Section 1.16. Governing Law

This Agreement is governed by, and is to be construed and interpreted in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein.

Section 1.17. Amendment and Waiver

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

Section 1.18. Counterparts

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

Section 1.19. Delivery

Delivery of this Agreement by facsimile transmission or functionally equivalent electronic means constitutes valid and effective delivery.

Section 1.20. Further Assurances

Each party will execute and deliver any further agreements and documents and provide any further assurances as may be reasonably required by the other party to give effect to this Agreement and, without limiting the generality of the foregoing, will do or cause to be done all acts and things, execute and deliver or cause to be executed and delivered all agreements and documents and provide all assurances, undertakings and information as may be required from time to time by all regulatory or governmental bodies or stock exchanges having jurisdiction over the affairs of a party or as may be required from time to time under applicable securities legislation.

IN WITNESS WHEREOF this Amalgamation Agreement has been executed by the parties hereto as of the date first written above.

KNOL RESOURCES CORP.

Per: ________________________________
Name: Michael Atkinson
Title: Chief Executive Officer

2690134 ONTARIO INC.

Per: ________________________________
Name: Michael Atkinson
Title: Director

FRECKLE I.O.T. LTD.

Per: ________________________________
Name: Neil Sweeney
Title: Chief Executive Officer

SCHEDULE "B"

KNOL OPTIONS

Name of Optionee	Position of Optionee	Date of Grant	No. of Optioned Shares	Exercise Price	Expiry Date
[redacted – name of optionee]	**[redacted – position of optionee]**	May 21, 2014	400,000	$0.10	May 21, 2019
[redacted – name of optionee]	**[redacted – position of optionee]**	May 21, 2014	150,000	$0.10	May 21, 2019
[redacted – name of optionee]	**[redacted – position of optionee]**	May 21, 2014	150,000	$0.10	May 21, 2019
Total O/S			**700,000**		

Name of Optionee	Position of Optionee	Date of Grant	No. of Optioned Shares	Exercise Price	Expiry Date
[redacted – name of optionee]	**[redacted – position of optionee]**	March 22, 2017	200,000	$0.08	March 22, 2022
[redacted – name of optionee]	**[redacted – position of optionee]**	March 22, 2017	250,000	$0.08	March 22, 2022
[redacted – name of optionee]	**[redacted – position of optionee]**	March 22, 2017	300,000	$0.08	March 22, 2022
[redacted – name of optionee]	**[redacted – position of optionee]**	March 22, 2017	150,000	$0.08	March 22, 2022
[redacted – name of optionee]	**[redacted – position of optionee]**	March 22, 2017	50,000	$0.08	March 22, 2022
[redacted – name of optionee]	**[redacted – position of optionee]**	March 22, 2017	50,000	$0.08	March 22, 2022
[redacted – name of optionee]	**[redacted – position of optionee]**	March 22, 2017	25,000	$0.08	March 22, 2022
Total O/S			**1,025,000**		

Name of Optionee	Position of Optionee	Date of Grant	No. of Optioned Shares	Exercise Price	Expiry Date

[redacted – name of optionee]	**[redacted – position of optionee]**	Sept. 13, 2017	275,000	$0.08	Sept. 13, 2022

GRAND TOTAL OUTSTANDING	**2,000,000**

SCHEDULE "C"

FRECKLE OPTIONS

Name of Optionee	Position of Optionee	Date of Grant	No. of Optioned Shares	Exercise Price	Expiry Date
[redacted – name of optionee]	**[redacted – position of optionee]**	March 29, 2017	500,000	$0.05	March 29, 2022
[redacted – name of optionee]	**[redacted – position of optionee]**	March 29, 2017	500,000	$0.05	March 29, 2022
Total O/S			**1,000,000**		

Name of Optionee	Position of Optionee	Date of Grant	No. of Optioned Shares	Exercise Price	Expiry Date
[redacted – name of optionee]	**[redacted – position of optionee]**	May 30, 2017	665,999	$0.05	May 30, 2022
Total O/S			**665,999**		

Name of Optionee	Position of Optionee	Date of Grant	No. of Optioned Shares	Exercise Price	Expiry Date
[redacted – name of optionee]	**[redacted – position of optionee]**	January 2, 2018	40,000	$0.30	January 2, 2023
Total O/S			**40,000**		

Name of Optionee	Position of Optionee	Date of Grant	No. of Optioned Shares	Exercise Price	Expiry Date
[redacted – name of optionee]	**[redacted – position of optionee]**	January 15, 2018	20,000	$0.05	January 15, 2023
[redacted – name of optionee]	**[redacted – position of optionee]**	January 15, 2018	20,000	$0.05	January 15, 2023
Total O/S			**40,000**		

Name of Optionee	Position of Optionee	Date of Grant	No. of Optioned Shares	Exercise Price	Expiry Date

[redacted – name of optionee]	**[redacted – position of optionee]**	March 19, 2018	160,000	$0.30	March 19, 2023
Total O/S			**160,000**		

Name of Optionee	**Position of Optionee**	**Date of Grant**	**No. of Optioned Shares**	**Exercise Price**	**Expiry Date**
[redacted – name of optionee]	**[redacted – position of optionee]**	April 8, 2018	800,000	$0.05	April 8, 2023
Total O/S			**800,000**		

Name of Optionee	**Position of Optionee**	**Date of Grant**	**No. of Optioned Shares**	**Exercise Price**	**Expiry Date**
[redacted – name of optionee]	**[redacted – position of optionee]**	May 9, 2018	134,000	$0.05	May 9, 2023
[redacted – name of optionee]	**[redacted – position of optionee]**	May 9, 2018	134,000	$0.05	May 9, 2023
[redacted – name of optionee]	**[redacted – position of optionee]**	May 9, 2018	134,001	$0.05	May 9, 2023
Total O/S			**402,000**		

Name of Optionee	**Position of Optionee**	**Date of Grant**	**No. of Optioned Shares**	**Exercise Price**	**Expiry Date**
[redacted – name of optionee]	**[redacted – position of optionee]**	June 19, 2018	40,000	$0.30	June 19, 2023
Total O/S			**40,000**		

Name of Optionee	**Position of Optionee**	**Date of Grant**	**No. of Optioned Shares**	**Exercise Price**	**Expiry Date**
[redacted – name of optionee]	**[redacted – position of optionee]**	July 12, 2018	15,000	$0.30	July 12, 2023
Total O/S			**15,000**		

Name of Optionee	Position of Optionee	Date of Grant	No. of Optioned Shares	Exercise Price	Expiry Date
[redacted – name of optionee]	**[redacted – position of optionee]**	July 24, 2018	125,000	$0.30	July 24, 2023
Total O/S			**125,000**		

Name of Optionee	Position of Optionee	Date of Grant	No. of Optioned Shares	Exercise Price	Expiry Date
[redacted – name of optionee]	**[redacted – position of optionee]**	October 4, 2018	315,000	$0.15	October 4, 2023
[redacted – name of optionee]	**[redacted – position of optionee]**	October 4, 2018	315,000	$0.15	October 4, 2023
[redacted – name of optionee]	**[redacted – position of optionee]**	October 4, 2018	315,000	$0.15	October 4, 2023
[redacted – name of optionee]	**[redacted – position of optionee]**	October 4, 2018	315,000	$0.15	October 4, 2023
Total O/S			**1,260,000**		

Name of Optionee	Position of Optionee	Date of Grant	No. of Optioned Shares	Exercise Price	Expiry Date
[redacted – name of optionee]	**[redacted – position of optionee]**	October 11, 2018	75,000	$0.30	October 11, 2023
[redacted – name of optionee]	**[redacted – position of optionee]**	October 11, 2018	35,000	$0.35	October 11, 2023
[redacted – name of optionee]	**[redacted – position of optionee]**	October 11, 2018	15,000	$0.30	October 11, 2023
Total O/S			**125,000**		

Name of Optionee	Position of Optionee	Date of Grant	No. of Optioned Shares	Exercise Price	Expiry Date
[redacted – name of optionee]	**[redacted – position of optionee]**	October 12, 2018	800,000	$0.20	October 12, 2023
[redacted – name of optionee]	**[redacted – position of optionee]**	October 12, 2018	75,000	$0.30	October 12, 2023
Total O/S			**875,000**		

Name of Optionee	Position of Optionee	Date of Grant	No. of Optioned Shares	Exercise Price	Expiry Date
[redacted – name of optionee]	**[redacted – position of optionee]**	October 28, 2018	5,000	$0.30	October 28, 2023
Total O/S			**5,000**		

Name of Optionee	Position of Optionee	Date of Grant	No. of Optioned Shares	Exercise Price	Expiry Date
[redacted – name of optionee]	**[redacted – position of optionee]**	November 27, 2018	75,000	$0.30	November 27, 2023
Total O/S			**75,000**		

Name of Optionee	Position of Optionee	Date of Grant	No. of Optioned Shares	Exercise Price	Expiry Date
[redacted – name of optionee]	**[redacted – position of optionee]**	December 10, 2018	75,000	$0.30	December 10, 2023
Total O/S			**75,000**		

GRAND TOTAL OUTSTANDING	**5,703,000**