SHARE EXCHANGE AGREEMENT

between

NORTHERN ASPECT RESOURCES LTD.

- and -

BLOCKCHAIN TECH LTD.

- and -

THE SELLING SECURITYHOLDERS
NAMED IN SCHEDULE 2.1 TO THIS AGREEMENT

AUGUST 31, 2015

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THIS SHARE EXCHANGE AGREEMENT is made effective as of the 31st day of August, 2015

BETWEEN:

NORTHERN ASPECT RESOURCES LTD., a corporation incorporated under the laws of Alberta ("**NARL**", or the "**Purchaser**")

- and -

BLOCKCHAIN TECH LTD., a corporation incorporated under the laws of the Isle of Man ("**BTL**")

- and -

THE SELLING SECURITYHOLDERS named in Schedule 2.1 of this Agreement (the "**Vendors**")

WHEREAS the Vendors are the registered and beneficial holders of, in the aggregate and individually as set forth opposite their respective names in the attached Schedule 2.1, all of the issued and outstanding BTL Shares (as defined herein) (the "**Purchased Securities**");

AND WHEREAS NARL is a public company whose common shares are listed for trading on the NEX Board of the Exchange (as defined herein);

AND WHEREAS NARL and the Vendors wish to exchange securities on the terms and conditions contained in this Agreement for the purpose of effecting a "Qualifying Transaction" of NARL within the meaning of the Policy (as defined herein);

AND WHEREAS following such exchange of shares, NARL will directly own all of the Purchased Securities (as defined herein);

NOW THEREFORE in consideration of the covenants, agreements, representations and warranties set forth herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereto respectively covenant and agree as set forth below.

ARTICLE 1 - INTERPRETATION

1.1 Definitions

In this Agreement, including the recitals and any schedules hereto, the following terms and expressions will have the following meanings:

(a) "**Agent**" means M Partners Inc.;

(b) "**Agreement**" means this agreement and includes any agreement amending this agreement or any agreement or instrument which is supplemental or ancillary thereof, and the expressions "above", "below", "herein", "hereto", "hereof" and similar expressions refer to this Agreement;

(c) "**Assets**" means all of BTL's right, title, estate and interest in and to its property and assets, real and personal, moveable and immoveable, of whatsoever nature and kind and wheresoever situate;

(d) "**BTL**" means Blockchain Tech Ltd., a corporation incorporated under the provisions of the *Isle of Man Companies Act*, 2006;

(e) "**BTL Documents**" means all contracts, agreements, documents, permits, licenses, leases, appraisals, certificates, plans, drawings, specifications, reports, compilations, analysis, studies, financial statements, budgets, market surveys, minute books, corporate records and any other documents or information of whatsoever nature relating to BTL, the Business or the Assets and any and all rights in relation thereto;

(f) "**BTL Intellectual Property**" means all Intellectual Property used in the Business;

(g) "**BTL Material Contracts**" means any contract, agreement (written or oral) commitment, indenture, or other instrument to which BTL is bound and which is material to the Business, including those entered into in the ordinary course of business, or which could materially affect the Assets, or Business or financial condition of BTL, as set forth in Schedule 3.3(k) hereto;

(h) "**BTL Shares**" means the ordinary shares in the capital of BTL, of which 100 are issued and outstanding as at the date hereof;

(i) "**Business**" means the business currently carried on by BTL which involves primarily but is not limited to the investment in and development of companies and/or businesses that leverage blockchain technology to disrupt and transform existing industries including the development of a remittance platform using blockchain technology to provide solutions to remit money from the United Kingdom to a number of countries;

(j) "**Business Permits**" means all licenses, permits and similar rights and privileges that are required and necessary under applicable legislation, regulations, rules and orders for BTL to own the Assets and operate the Business or for the status and qualification of BTL to carry on the Business;

(k) "**Certificate**" means a written certificate of a matter or matters of fact which, if required by a corporation, shall be made by a duly authorized officer of such corporation;

(l) "**Closing**" means the closing of the Transaction;

(m) "**Closing Date**" means the day that the Transaction closes, which shall not be prior to the date upon which all regulatory approvals have been obtained for the transactions described herein, and including, specifically, the approval of the Exchange for the Transaction and the satisfaction or waiver of all of the conditions contained in this Agreement;

(n) "**Commercial Software Licenses**" means "shrink-wrap", "web-wrap", "click-wrap" or other similar generic licenses for commercially available software available to the public through retail dealers;

(o) "**Common Shares**" means the common shares in the capital of NARL;

(p) "**Concurrent Offerings**" means private placement(s) (whether brokered or non-brokered) by NARL of its securities (which may include subscription receipts) for aggregate gross proceeds of no less than $1,700,000;

(q) "**Counsel**" means any barrister, solicitor or attorney or a firm thereof retained by the Purchaser, BTL, or the Vendors, as the case may be;

(r) "**Direct Claim**" has the meaning set forth in Section 6.5 hereof;

(s) "**Encumbrances**" means any charge, mortgage, hypothec, lien, pledge, claim, embargo, security interest, legal or conventional, moveable or immovable, specific or floating, whether created or arising by agreement, statute or otherwise, attaching to property, interests or rights, and shall be construed in the widest possible terms and principles known under the law;

(t) "**Exchange**" means the TSX Venture Exchange Inc.;

(u) "**Exchanged Shares**" means 5,000,000 Common Shares to the Vendors in exchange for all of the Purchased Securities;

(v) "**Filing Statement**" has the meaning set forth in subsection 6.1(b) hereof;

(w) "**Form 3B1**" has the meaning set forth in subsection 6.1(b) hereof;

(x) "**Governmental Authority**" means any government in Canada, or any foreign government and any agency, or department, tribunal, board, commission, court or other authority exercising or purporting to exercise executive, legislative, judicial, regulatory or administrative functions of, or pertaining to, government, as well as any arbitrator, arbitration tribunal or other tribunal or other quasi-governmental or private body exercising any regulatory, expropriation or taxation authority under or for the account of any of the foregoing;

(y) "**Governmental Charges**" means all fees, levies and charges imposed by a Governmental Authority;

(z) "**IFRS**" means International Financial Reporting Standards;

(aa) "**Indemnified Party**" has the meaning set forth in Section 6.5(a) hereof;

(bb) "**Indemnifying Party**" has the meaning set forth in Section 6.5(a) hereof;

(cc) "**Intellectual Property**" means all domestic and foreign (i) 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 reissuances, continuations, continuations-in-part, revisions, extensions and reexaminations thereof, (ii) 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, (iii) copyrightable works, copyrights and applications, registrations and renewals in connection therewith, (iv) 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), (v) computer systems, software, data and related documentation, (vi) other proprietary rights, (vii) right, title and interest as licensee or authorized user of any of the aforementioned intellectual property, and (viii) copies and tangible embodiments thereof in whatever form or medium whether now known or hereafter developed;

(dd) "**Material Adverse Effect**" in respect of a Person means any change, effect, event, occurrence, condition or development that has or could reasonably be expected to have, individually or in the aggregate, a material and adverse impact on the business, operations, results of operations, assets, capitalization or financial condition of such Person, other than any change, effect, event, occurrence or state of facts relating to the global economy or securities markets in general;

(ee) "**Name Change**" means the change in name of NARL from "Northern Aspect Resources Ltd." to "Blockchain Tech Ltd.";

(ff) "**NARL**", or the "**Purchaser**", means Northern Aspect Resources Ltd., a corporation incorporated under the laws of the Province of Alberta;

(gg) "**NARL Assets**" means all of NARL's right, title, estate and interest in and to its property and assets, real and personal, moveable and immoveable, of whatsoever nature and kind and wheresoever situate, including, without limitation, the assets as more particularly set forth and described in the NARL Financial Statements;

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

(ii) "**NARL Documents**" means all contracts, agreements, documents, permits, licenses, leases, appraisals, certificates, plans, drawings, specifications, reports, compilations, analyses, studies, financial statements, budgets, market surveys, minute books, corporate records, and any other documents or information of whatsoever nature relating to NARL, the NARL Assets or its business and any and all rights in relation thereto;

(jj) "**NARL Financial Statements**" means the audited financial statements of NARL for the year ended December 31, 2014 and the unaudited financial statements of NARL for the three and six-months ended June 30, 2015, copies of which are expected to be attached to the Filing Statement;

(kk) "**NARL Indemnified Persons**" has the meaning set forth in subsection 6.2(a) hereof;

(ll) "**NARL Material Contracts**" means any contract, agreement (written or oral) commitment, indenture, or other instrument to which NARL is bound and which is material to NARL or its business, and which involves a price, consideration or revenue stream of more than $10,000 in the aggregate, including those entered into in the ordinary course of its business, or which could materially affect the NARL Assets or financial condition of NARL, as set forth in Schedule 4.1(f) hereto;

(mm) "**NARL Preferred Shares**" means the preferred shares in the capital of NARL;

(nn) "**NARL Shares**" means the Common Shares and NARL Preferred Shares;

(oo) "**Orders**" means all material applicable orders, decisions, binding directives, or the like rendered by any Governmental Authority;

(pp) "**Person**" means any body corporate or entity which is a judicial person, or any individual;

(qq) "**Policy**" means Policy 2.4 – Capital Pool Companies, of the Exchange's corporate finance manual;

(rr) "**Purchased Securities**" means all of the BTL Shares held by the Vendors as at the Time of Closing;

(ss) "**Tax Act**" means the *Income Tax Act* (Canada), as amended from time to time;

(tt) "**Third Party**" has the meaning set forth in Section 6.7 hereof;

(uu) "**Third Party Claim**" has the meaning set forth in Section 6.5(a) hereof;

(vv) "**Time of Closing**" means 10:00 a.m., Toronto time, on the Closing Date when the Closing shall be completed or such other time as the parties hereto may agree;

(ww) "**Transaction**" means the acquisition of all of the Purchased Securities by NARL from the Vendors in exchange for the Exchanged Shares pursuant to the terms and conditions of this Agreement, which shall constitute the Qualifying Transaction (as defined in the Policy) of the Purchaser; and

(xx) "**Vendors**" means, collectively, the shareholders of BTL named in the signature pages of this Agreement, and "**Vendor**" means any one of them.

1.2 Schedules

Appended hereto are the following schedules, which are incorporated into this Agreement by reference and are deemed to be a part hereof:

Schedule 2.1	VENDOR EXCHANGED SHARES
Schedule 3.3(k)	BTL MATERIAL CONTRACTS
Schedule 3.3(aa)	BTL LIABILITIES
Schedule 4.1(f)	NARL MATERIAL CONTRACTS

1.3 Schedule References

Wherever any provision of any schedule to this Agreement conflicts with any provision in the body of this Agreement, the provisions of the body of this Agreement shall prevail. References herein to a schedule shall mean a reference to a schedule to this Agreement. References in any schedule to this Agreement shall mean a reference to this Agreement. References in any schedule to another schedule shall mean a reference to a schedule to this Agreement.

1.4 Canadian Dollars

All dollar amounts referred to in this Agreement are in Canadian funds, unless otherwise indicated herein.

1.5 Extended Meanings

In this Agreement, words importing the singular number include the plural and vice versa; words importing the masculine gender include the feminine gender; and references to any statute shall extend to and include orders-in-council or regulations passed under and pursuant thereto, of any amendment or re-enactment of such statute, orders-in-council or regulations, or any statute, order-in-council or regulations substantially in replacement thereof.

1.6 Entire Agreement, Amendments and Waivers

This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties, including the letter of intent dated June 16, 2015, between the Purchaser and BTL, and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof, except as specifically set forth herein. No amendment, supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the party to be bound thereby.

1.7 Headings

Section headings are not to be considered part of this Agreement and are included solely for convenience of reference and are not intended to be full or accurate descriptions of the contents thereof.

1.8 Successors and Assigns

All of the terms and provisions in this Agreement shall be binding upon and shall enure to the benefit of the parties hereto and their respective successors and assigns.

ARTICLE 2 -
PURCHASE OF THE PURCHASED SECURITIES

2.1 Purchase of Purchased Securities for Exchanged Shares

Subject to the terms and conditions herein, on the Closing Date, the Purchaser agrees to purchase and each of the Vendors, severally (and not jointly) agrees to sell, assign and transfer to the Purchaser the Purchased Securities held by him, her, or it in exchange for the delivery by the Purchaser to each such Vendor of the Exchanged Shares in the amount as set forth opposite his or its names in Schedule 2.1.

2.2 Delivery of Purchased Securities and the Exchanged Shares

Subject to the fulfillment of all of the terms and conditions hereof at the Time of Closing, the Vendors shall deliver to the Purchaser, as applicable, share certificates representing the Purchased Securities held by them, each duly endorsed for transfer to the Purchaser or cancellation, as directed by the Purchaser, together with such other documentation as is contemplated in Section 5 herein, and the Purchaser shall deliver to each such Vendor, or into escrow, as applicable, certificates representing the Exchanged Shares in the amount as set forth opposite his, her, or its name in Schedule 2.1.

2.3 Hold Periods and Escrow

(a) Each of the undersigned holders of Purchased Securities hereby acknowledges and agrees that the Exchanged Shares issued to them may be subject to hold period trading restrictions pursuant to relevant securities laws and the policies of the Exchange, and agrees to abide by any and all such trading restrictions on the Exchanged Shares as may from time to time be imposed thereby.

(b) Each of the undersigned holders of Purchased Securities hereby acknowledges and agrees that some or all of the Exchange Shares may be subject to escrow restrictions as required by the Exchange, and hereby agree to deposit any applicable Exchanged Shares received by them in to escrow and to sign and complete an escrow agreement in the form required by the Exchange.

ARTICLE 3 -
REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE VENDORS AND BTL

3.1 Representations, Warranties and Covenants of the Vendors

Each of the Vendors hereby, severally (and not jointly), represents and warrants to the Purchaser as follows, with respect to itself and not with respect to any other Vendor, and confirms that where a representation and warranty contained herein is stated to be made in accordance with the knowledge of such Vendor, such representation and warranty shall be deemed to be made pursuant to such Vendor's actual knowledge. Each of the Vendors confirms that the Purchaser is entitled to rely upon the accuracy and completeness of the following representations and warranties of such Vendor in connection with the purchase of the Purchased Securities held by such Vendor and the completion of the other transactions hereunder:

(a) **Authority and Binding Obligation.** Each Vendor has good right, full power and absolute authority to enter into this Agreement and to sell, assign and transfer its Purchased Securities to the Purchaser in the manner contemplated herein and to perform all of such Vendor's obligations under this Agreement. Each Vendor shall have taken all necessary actions, steps and other proceedings to approve or authorize, validly and effectively, the entering into, and the execution, delivery and performance of this Agreement and the sale and transfer of the Purchased Securities by such Vendor to the Purchaser and to complete the Transaction.

(b) **Purchased Securities.** Each Vendor has good and marketable title to the Purchased Securities held by such Vendor, free of all mortgages, hypothecs, charges, liens, pledges, claims, security interests and agreements and other encumbrances of whatsoever nature, except those restrictions on transfer arising under BTL’s constating documents and no Person or entity has any agreement or option or right capable of becoming an agreement or option for the purchase from such Vendor of any of such Purchased Securities except as provided for herein, and each Vendor has good right, full power and absolute authority to sell and assign such Purchased Securities to the Purchaser for the purpose and in the manner as provided for in this Agreement and the Purchased Securities constitute all of the BTL Shares owned or controlled, directly or indirectly, by such Vendor.

(c) **Litigation.** There is no suit, action, litigation, arbitration proceeding or governmental proceeding, including appeals and applications for review, in progress or, to the knowledge of each Vendor, threatened against or related to the Purchased Securities held by such Vendor or which would affect such Vendor's ability to sell the Purchased Securities as provided for in this Agreement.

(d) **Transaction Compliance with Constating Documents, Agreements and Laws.** The execution, delivery and performance of this Agreement and each of the other agreements contemplated or referred to herein by each Vendor and the completion of the transactions contemplated hereby, will not constitute or result in a violation or breach of or default under, or cause the acceleration of any obligations of such Vendor under the terms of any agreement (written or oral), indenture, instrument or understanding or other obligation or restriction to which such Vendor is a party or by which he or it is bound.

(e) **Independent Legal and Tax Advice.** Each Vendor has been encouraged to obtain and has had opportunity to seek independent legal and tax advice as to the Transaction and matters related thereto, as they affect such Vendor and his or its associates and affiliates, and such Vendor is satisfied with the results thereof.

(f) **Tax Matters.** Each Vendor is a non-resident of Canada within the meaning of the Tax Act.

3.2 Survival of Vendor's Representations and Warranties

The covenants, representations and warranties of each of the Vendors contained in Section 3.1 shall survive the Closing Date for a period of one year, except in the case of the representations and warranties made in Section 3.1(b), which shall survive indefinitely.

3.3 Representations, Warranties and Covenants of BTL

BTL represents and warrants to the Purchaser as follows, and confirms that where a representation and warranty contained herein is stated to be made in accordance with the knowledge of BTL, such representation and warranty shall be deemed to be made to the actual knowledge of BTL. BTL confirms that the Purchaser is entitled to rely upon the accuracy of each of such representations and warranties in connection with the purchase of the Purchased Securities and the completion of the other transactions hereunder:

(a) **Authority and Binding Obligation.** BTL has good right and full corporate power and absolute authority to enter into this Agreement and to perform all of BTL's obligations under this Agreement. BTL and its board of directors have taken all necessary actions, steps and corporate and other proceedings to approve or authorize, validly and effectively, the entering into, and the execution, delivery and performance of this Agreement and the transactions contemplated herein.

(b) **Subsidiaries and Other Interests.** BTL has no subsidiaries and does not own any securities issued by, or any equity or ownership interest in, any other Persons. BTL is not subject to any obligation to make any investment in or to provide funds by way of loan, capital contribution or otherwise to any Persons.

(c) **Title to Assets by BTL.** BTL is the owner of and has good and marketable title to all of its material properties and Assets, including, without limitation, all properties and assets acquired by BTL after the date of this Agreement, free and clear to its knowledge of all Encumbrances whatsoever.

(d) **No Other Owner of Assets.** No Persons other than BTL owns any Assets which are being used in the Business and there are no agreements or commitments by BTL to purchase property or assets, other than in the ordinary course of the Business.

(e) **No Title Defects.** BTL has not received notice of any material defect in its title or claim to the Assets or any notice from any third party claiming such an interest, and, for the period of time that BTL has owned the Assets, as applicable, all material relevant obligations of BTL in relation to the Assets have been performed and observed.

(f) **Title Documents.** The BTL Documents and the BTL Material Contracts are the only material documents and contracts currently in effect under and by virtue of which BTL is entitled to the Assets or which otherwise relates to or affects the interest of BTL in the Assets.

(g) **No Orders.** There are no outstanding material orders, notices or similar requirements relating to the Assets issued by any Governmental Authority including, without limitation, occupational health and safety authorities and there are no matters under discussion between BTL and any such authorities relating to orders, notices or similar requirements.

(h) **No Restrictions on Doing Business.** BTL is not a party to or bound by any agreement which would restrict or limit its right to carry on any business or activity or to solicit business from any Persons or in any geographical area or otherwise to conduct the Business as BTL may determine. BTL is not subject to any legislation or any judgment, order or requirement of any court or governmental authority which is not of general application to Persons carrying on a business similar to the Business. There are no facts or circumstances known to BTL which could materially adversely affect the ability of BTL to continue to operate the Business as presently conducted following the completion of the transactions contemplated by this Agreement.

(i) **No Guarantees.** BTL is not a party to or bound by any agreement of guarantee, indemnification, assumption or endorsement or any other like commitment of the obligations, liabilities (contingent or otherwise) or indebtedness of any Persons except in the ordinary course of carrying on the Business.

(j) **Revenue Not Assigned.** BTL has not assigned or otherwise encumbered the revenue, if any, derived from the Assets.

(k) **BTL Material Contracts.** BTL has provided or made available copies of all BTL Material Contracts to the Purchaser and all BTL Material Contracts are listed in Schedule 3.3(k). BTL is not in default or breach of any BTL Material Contract.

(l) **Partnerships or Joint Ventures.** Except as disclosed in the BTL Material Contracts, BTL is not a partner or participant in any partnership, joint venture, profit-sharing arrangement or other association of any kind and is not a party to any agreement under which BTL has agreed to carry on any part of the Business or any other activity in such manner or by which BTL has agreed to share any revenue or profit with any other Persons.

(m) **Employees of BTL.** With the exception of its corporate officers and otherwise as disclosed to management of NARL (which includes employment of Stefano Paluello as Lead Developer for BTL), BTL does not have any employees or independent contractors and has never had any employees or retained any independent contractors. BTL does not maintain and has never had any employee benefit, health, welfare, supplemental unemployment benefit, bonus, pension, profit sharing, deferred compensation, retirement, hospitalization insurance, medical, dental, legal, disability and similar plans or arrangements or practices relating to employees or former employees..

(n) **Officers and Directors of** BTL**.** The only officers and directors of BTL are as hereinafter set forth:

Name	Office
Guy Halford-Thompson	Chief Executive Officer and Director
Sian Jones	Chief Compliance Officer
Hugh Halford-Thompson	Director of BTL and Head of UK Operations and CEO of Interbit
Rupert Williams	Director

(o) **Management Contracts.** Except with respect to a services agreement dated August 25, 2015 with [name of individual redacted], BTL 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 in control of BTL.

(p) **Contractual and Regulatory Approvals.** BTL is not under any obligation, contractual or otherwise, to request or obtain the consent of any Person, and no permits, licenses, certifications, authorizations or approvals of, or notifications to, any Governmental Authority are required to be obtained by BTL:

(i) in connection with the execution, delivery or performance by BTL of this Agreement or the completion of the Transaction;

(ii) to avoid the loss of any permit, licence, certification or other authorization within ninety (90) days of the completion of the Transaction, or

(iii) in order that the authority of BTL to carry on the Business in the ordinary course and in the same manner as presently conducted remains in good standing and in full force and effect as of and following the Closing of the transactions contemplated hereunder.

(q) **Status, Constating Documents and Licences.** BTL is a corporation duly incorporated and validly subsisting in all respects under the laws of the Isle of Man. BTL has all necessary corporate power to own its Assets and to carry on its businesses as it is now being conducted. The articles of association and other constating documents of BTL as provided to the Purchaser are complete and accurate. To the knowledge of BTL, it 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 BTL or any part thereof, makes such qualification necessary to enable the Business to be carried on as now conducted or to enable the Assets of BTL 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 BTL. There are no proceedings in progress, pending or, to the knowledge of BTL, threatened, which could result in the revocation, cancellation or suspension of any of the Business Permits.

(r) **Transaction Compliance with Constating Documents, Agreements and Laws.** The execution, delivery and performance of this Agreement and each of the other agreements contemplated or referred to herein by BTL, and the completion of the transactions contemplated hereby, will not constitute or result in a violation or breach of or default under, or cause the acceleration of any obligations of BTL under:

(i) any term or provision of any of the articles of association or other constating documents of BTL;

(ii) the terms of any agreement (written or oral), indenture, instrument or understanding or other obligation or restriction to which BTL is a party or by which it is bound; or

(iii) any term or provision of any of the Business Permits, BTL Material Contracts or any order of any court, governmental authority or regulatory body made against BTL or its Assets or any law or regulation of any jurisdiction in which the Business is carried on which is applicable to BTL or its Assets.

(s) **Corporate Records.** The corporate records and minute books of BTL as provided to the Purchaser are materially complete and accurate. The share certificate books, register of members, register of transfers and register of directors and any similar corporate records of BTL are complete and accurate in all material respects.

(t) **Authorized and Issued Capital.** The authorized capital of BTL consists of BTL Shares, of which 100 are issued and outstanding as fully paid and non-assessable shares as of the date hereof.

(u) **No Convertible Securities.** There are no outstanding securities of BTL that are convertible, exchangeable, or redeemable into BTL Shares, including, without limitation, options, warrants or preferred shares.

(v) **No Other Reserved Securities.** BTL does not have any reserved securities or other securities outstanding other than those disclosed herein. At the Time of Closing, there will not be any outstanding subscriptions, rights, warrants or other agreements or commitments obligating BTL to sell or issue any additional shares or securities of any class of BTL or any securities convertible into any shares of any class of BTL.

(w) **Shareholders' Agreements.** There are no shareholders' agreements, pooling agreements, voting trusts or other similar agreements to which BTL is a party.

(x) **Documents.** BTL shall make available, and by the Time of Closing will have made available, to the Purchaser or Purchaser's representative for inspection, all BTL Documents which the Purchaser shall reasonably require pertaining to or affecting BTL, the Assets and the title of BTL thereto and all documents or information reasonably required to make not misleading the BTL Documents and all information so made available to the Purchaser.

(y) **Materially Accurate.** All information, records and data furnished to the Purchaser, its representatives and counsel pursuant to this Agreement, are accurate in all material respects.

(z) **Financial Records.** All material financial transactions of BTL have been recorded in the financial books and records of BTL in accordance with good business practice, and such financial books and records:

(i) accurately reflect, in all material respects, the basis for the financial condition and the revenues, expenses and results of operations of BTL;

(ii) together with all disclosures made in this Agreement or in the Schedules hereto, present fairly, in all material respects, the financial condition and the revenues, expenses and results of the operations of BTL as of and to the date hereof; and

(iii) are in the possession of, recorded, stored and maintained by BTL.

(aa) **Liabilities of BTL.** There are no liabilities, contingent or otherwise, of BTL of any kind whatsoever, including, without limitation, any bonds, debentures, mortgages, promissory notes, loan agreements, inter-company debt, or liabilities for Governmental Charges and there is no basis for assertion against BTL of any liabilities of any kind other than liabilities disclosed Schedule 3.3(aa), or costs incurred in respect of the Transaction contemplated hereby.

(bb) **Prepaid Expenses.** All expenses prepaid by BTL since June 3, 2015 were prepaid in accordance with the regular business practices of BTL, and consist of expenses that were incurred in the ordinary course of business of BTL, consistent with past practice, and are valued at reasonable amounts based on the ordinary course of business of BTL since June 3, 2015.

(cc) **Bankruptcy and Insolvency Matters.** No action or proceeding has been commenced or filed by or against BTL which seeks or may lead to receivership, bankruptcy, a consumer proposal or any other similar proceeding in respect of BTL, the adjustment, compromise or composition of claims against BTL or the appointment of a trustee, receiver, liquidator, custodian, or other similar officer for BTL of any portion of its Assets. No such action or proceeding has been authorized or is being considered by or on behalf of BTL and, to the knowledge of BTL, no creditor or equity security holder of BTL has threatened to commence or advised that it may commence, any such action or proceeding. BTL has not made nor is it considering making an assignment for the benefit of its creditors, and it has not requested nor is it considering requesting a meeting of its creditors to seek a reduction, compromise, composition, or other accommodation with respect to its indebtedness.

(dd) **Broker's Fees.** BTL has not incurred any obligation or liability, contingent or otherwise for broker's or finder's fees in respect of the Transaction.

(ee) **Absence of Certain Changes or Events.** Since June 3, 2015, BTL has not:

(i) incurred any obligation or liability, fixed or contingent, except normal trade or business obligations incurred in the ordinary course of the Business, none of which is materially adverse to BTL;

(ii) paid or satisfied any obligation or liability, fixed or contingent, except current liabilities incurred since June 3, 2015 in the ordinary course of the Business;

(iii) created any material Encumbrance upon any of its properties or the Assets, except as described in this Agreement or in the schedules hereto;

(iv) sold, assigned, transferred, leased or otherwise disposed of any of its material properties or the Assets;

(v) purchased, leased or otherwise acquired any material properties or assets;

(vi) waived, cancelled or written-off any rights, claims, accounts receivable, any amounts payable to BTL;

(vii) entered into any transaction, contract, agreement or commitment;

(viii) suffered any damage, destruction or loss which has materially adversely affected or could materially adversely affect the Business or the condition of BTL;

(ix) suffered any extraordinary loss relating to the Business or the Assets;

(x) made a declaration of force majeure with respect to its Business or any agreements to which it is a party; or

(xi) authorized, agreed or otherwise become committed to do any of the foregoing.

(ff) **Dividends and Distributions.** BTL has not declared or paid any dividend or made any other distribution on any of its shares, or redeemed or purchased or otherwise acquired any of its shares of any class, or reduced its authorized capital or issued capital, or agreed to any of the foregoing.

(gg) **Tax Matters.**

(i) As applicable, BTL has prepared and filed all tax returns and other documents required to be filed by it on or before the date hereof in respect of all Governmental Charges and such returns and documents are complete and correct in all material respects and fairly represents the information and tax status of BTL for the relevant period;

(ii) BTL has paid all Governmental Charges which are due and payable on or before the date hereof. To the knowledge of BTL, BTL has no liability for Governmental Charges;

(iii) there are no actions, suits, proceedings, investigations, enquiries or claims now ongoing, pending or, to the knowledge of BTL, threatened against BTL in respect of the Governmental Charges;

(iv) there are no Governmental Charges, assessments, re-assessments, or levies of whatsoever nature which BTL is required by law to withhold, collect or pay and for which the Purchaser could become liable;

(v) all Governmental Charges, assessments, levies and source deductions which BTL is required by law to withhold or to collect, including, without limitation, employment insurance, employment benefits, pension plan payments and non-resident withholding tax, have been, to its knowledge, duly withheld or collected, and paid over to the proper Governmental Authorities, or held by BTL or on behalf of it as required; and

(vi) there are no agreements, waivers or other arrangements providing for any extension of time with respect to the filing of any tax return or other document in respect of Governmental Charges or the payment of any Governmental Charges by BTL.

(hh) **Litigation.** There are no judgments unsatisfied, consent decrees or injunctions or embargos to which BTL is subject to or bound, and there are no actions, suits or proceedings, judicial or administrative pending or, to the knowledge of BTL, threatened, by or against or affecting BTL, at law or in equity, or before or by any court or any federal, provincial, municipal, state or other governmental department, commission, board, bureau, agency or instrumentality which will or may have a Material Adverse Effect upon BTL. To the knowledge of BTL, it is not subject to any judgment, order, writ, injunction or decree of any court or government body which would prevent the discharge of the obligations arising pursuant to this Agreement or the consummation of the transactions herein contemplated.

(ii) **Environmental Matters.** BTL has no environmental liabilities outstanding.

(jj) **Intellectual Property Matters.**

(i) BTL has not registered any patent, industrial design, trademark, tradename, copyright or other registration with respect to any BTL Intellectual Property anywhere in the world and there is no pending application or application for registration that BTL has made with respect to any BTL Intellectual Property anywhere in the world;

(ii) to the knowledge of BTL, the BTL Intellectual Property includes all of the Intellectual Property necessary or desirable for the operation of the business of BTL as presently conducted and as presently proposed to be conducted, except for Commercial Software Licenses;

(iii) BTL owns exclusively or has the right to use pursuant to license or sublicense all BTL Intellectual Property. Each item of BTL Intellectual Property owned or used by BTL immediately prior to the Closing Date will be owned or available for use by BTL on identical terms and conditions immediately subsequent to the Closing Date;

(iv) no consents are required for any BTL Intellectual Property that is required to be licensed or sublicensed to any third party in connection with the Business to be so licensed or sublicensed to any third party;

(v) BTL has not granted any third party any license, sublicense agreement or other permission with respect to any BTL Intellectual Property or the use of any BTL Intellectual Property;

(vi) BTL has taken all actions considered by BTL to be commercially reasonable to maintain and protect all of the BTL Intellectual Property owned by BTL. No owned item of BTL Intellectual Property has been abandoned. Each item of BTL Intellectual Property used by BTL pursuant to license or sublicense is being used by BTL in compliance with the terms of the applicable license and the execution, delivery and performance of this Agreement by the parties hereto will not impair such authorized use;

(vii) to the knowledge of BTL, no third party has interfered with, infringed upon, misappropriated or otherwise come into conflict with any BTL Intellectual Property rights of BTL; and

(viii) to the knowledge of BTL, the Business as presently conducted and as presently proposed to be conducted does not, and BTL has not, interfered with, infringed upon, misappropriated, misused, violated or otherwise come into conflict with any Intellectual Property rights of any third party, and BTL has not received notice of, and there is no action, suit, proceeding, hearing, investigation, charge, complaint, claim or demand that is pending or, to the knowledge of BTL, threatened that challenges or limits the legality, validity, enforceability, use or ownership of the BTL Intellectual Property (including any claim that BTL must license or refrain from using any Intellectual Property rights of any third party) and BTL is not subject to any outstanding injunction, judgment, order, decree, ruling or charge regarding same.

(kk) **Filing Statement.** The Filing Statement, as and when filed on SEDAR and as it relates to BTL, constitutes full, true and plain disclosure of all material facts relating to the securities of BTL.

(ll) **Insurance.** BTL does not maintain and has never been a party to any policy of insurance of any nature.

(mm) **Real Property.** BTL does not own and has never owned any interest in real property. BTL is not and has never been a party to any lease in respect of real property.

(nn) **Personal Property.** BTL does not own and has never held any personal property except for cash held in its bank accounts and its books and records.

(oo) **Non-Arm's Length Matters.** No director, former director, officer, shareholder or employee of BTL or any Person not dealing at arm's length within the meaning of the Tax Act with any such Person is indebted to BTL, nor is BTL indebted to any such Person. Since June 3, 2015, NARL has not made or authorized payments to any such Persons.

(pp) **Change of Control.** BTL is not a party to any agreement (written or oral), indenture, instrument or understanding or other obligation or restriction which includes provisions that would be triggered by this Agreement or the implementation of this Agreement including any change of control that may result, directly or indirectly, from this agreement or the implementation of this Agreement.

(qq) **Full Disclosure.** None of the foregoing representations, warranties and statements of fact (or information pertaining to BTL included in the Filing Statement upon completion) contain any untrue statement of a material fact or omit to state any material fact necessary to make such statement or representation not misleading.

3.4 Survival of BTL's Representations and Warranties

The covenants, representations and warranties of BTL contained in Section 3.3, shall survive the Closing Date for a period of one year.

ARTICLE 4 - REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE PURCHASER

4.1 Representations, Warranties and Covenants of NARL

NARL hereby represents and warrants to the Vendors and BTL as follows, and confirms that where a representation and warranty contained herein is stated to be made in accordance with the knowledge of NARL, such representation and warranty shall be deemed to be made pursuant to the actual knowledge of NARL. NARL confirms that the Vendors and BTL are entitled to rely upon the accuracy of each of such representations and warranties in connection with the exchange of the Purchased Securities for the Exchanged Shares and the completion of the other transactions hereunder:

(a) **Authority and Binding Obligation.** NARL has good right, full corporate power and absolute authority to enter into this Agreement and to purchase the Purchased Securities from the Vendors in the manner contemplated herein and to perform all of NARL's obligations under this Agreement. NARL and its board of directors have taken all necessary or desirable actions, steps and corporate and other proceedings to approve or authorize, validly and effectively, the entering into, and the execution, delivery and performance of this Agreement and the purchase of the Purchased Securities from the Vendors by NARL.

(b) **Subsidiaries and Other Interests.** NARL has no subsidiaries and does not own any securities issued by, or any equity or ownership interest in, any other Persons. NARL is not subject to any obligation to make any investment in or to provide funds by way of loan, capital contribution or otherwise to any Persons.

(c) **Title to NARL Assets.** NARL is the owner of and has good and marketable title to all of the NARL Assets, including, without limitation, all NARL Assets reflected in the NARL Financial Statements, and all properties and assets acquired by NARL after the date of the NARL Financial Statements, free and clear to its knowledge of all Encumbrances whatsoever, except as disclosed or reflected in the NARL Financial Statements.

(d) **No Other Owner of NARL Assets.** Except as provided in the NARL Financial Statements, no Persons other than NARL owns any NARL Assets which are being used by NARL and there are no agreements or commitments by NARL to purchase property or assets, other than in the ordinary course of business.

(e) **No Title Defects.** NARL has not received notice of any material defect in its title or claim to the NARL Assets or any notice from any third party claiming such an interest during the period of time that NARL has owned the NARL Assets or which otherwise relates to or affects the interest of NARL in the NARL Assets.

(f) **Title Documents.** The NARL Documents and the NARL Material Contracts are the only material documents and contracts currently in effect under and by virtue of which NARL is entitled to the NARL Assets or which otherwise relates to or affects the interests of NARL in the NARL Assets.

(g) **No Orders.** There are no outstanding material orders, notices or similar requirements relating to NARL or the NARL Assets issued by any Governmental Authority including, without limitation, occupational health and safety authorities and to the knowledge of NARL there are no matters under discussion with any such authorities relating to orders, notices or similar requirements.

(h) **No Restrictions on Doing Business.** NARL is not a party to or bound by any agreement which would restrict or limit its right to carry on any business or activity or to solicit business from any Persons or in any geographical area or other wise to conduct business as NARL may determine. NARL is not subject to any legislation or any judgement, order, or requirement of any court or governmental authority which is not of general application to Persons carrying on a business similar to that of NARL. There are no facts or circumstances known to NARL which could materially adversely affect the ability of NARL to continue to operate business as presently conducted following the completion of the Transaction.

(i) **No Guarantees.** NARL is not a party to or bound by any agreement of guarantee, indemnification, assumption or endorsement or any other like commitment of the obligations, liabilities (contingent or otherwise) or indebtedness of any Persons .

(j) **NARL Material Contracts.** NARL has provided or made available copies of all NARL Material Contracts to BTL. NARL is not in default or breach or any NARL Material Contract.

(k) **Partnerships or Joint Ventures.** NARL is not a partner or participant in any partnership, joint venture, profit-sharing arrangement or other association of any kind and is not party to any agreement under which NARL agrees to carry on any activity in such manner or by which NARL agrees to share any revenue or profit with any other Persons.

(l) **Employees.** With the exception of its corporate officers, NARL does not have any employees or independent contractors and has never had any employees or retained any independent contractors. NARL does not maintain and has never had any employee benefit, health, welfare, supplemental unemployment benefit, bonus, pension, profit sharing, deferred compensation, retirement, hospitalization insurance, medical, dental, legal, disability and similar plans or arrangements or practices relating to employees or former employees.

(m) **Officers and Directors of NARL.** The only officers and directors of NARL are as hereinafter set forth:

Name	Office
Brian Hinchcliffe	President, Chief Executive Officer and Director

Name	Office
John Thomson	Chief Financial Officer, Corporate Secretary and Director
Mike Sutton	Director
Guy Halford-Thompson	Director

(n) **Management Contracts.** NARL 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 in control of NARL.

(o) **Contractual and Regulatory Approvals.** Except as otherwise disclosed herein, NARL is not under any obligation, contractual or otherwise, to request or obtain the consent of any Persons, and no permits, licenses, certifications, authorizations or approvals of, or notifications to, any Governmental Authority are required to be obtained by NARL in connection with the execution, delivery or performance by NARL of this Agreement or the completion of the Transaction.

(p) **Status and Constating Documents.**

(i) NARL is a corporation duly incorporated, organized and validly subsisting in all respects under the laws of the Province of Alberta. NARL has all necessary corporate power to own its properties and to carry on its businesses as it is now being conducted;

(ii) NARL is a reporting issuer in the Provinces of Alberta and British Columbia and no material change relating to NARL has occurred with respect to which the requisite material change report has not been filed under applicable securities laws in such provinces and no such disclosure is currently on file with any securities commissions of such provinces on a confidential basis;

(iii) all press releases, material change reports, financial statements and reports, management's discussion and analysis, certificates and other documents filed by, or on behalf of, NARL with the securities commissions of Alberta and British Columbia were, at the respective dates of such filings, true and correct in all material respects and collectively provide disclosure of all material facts relating to NARL required to be disclosed in accordance with applicable securities laws in such provinces and each such document did not contain any misrepresentation as of the respective dates of such filings, other than in respect of any information furnished by BTL or its representatives, concerning which NARL makes no representations or warranties;

(iv) the outstanding Common Shares are listed for trading on the Exchange;

(v) there are no current orders ceasing or suspending trading in the securities of NARL nor prohibiting the sale of such securities has been issued to NARL or its directors, officers or promoters and, to the knowledge of NARL, no investigations or proceedings for such purposes are pending or threatened;

(vi) at or prior to the Time of Closing, NARL will have complied with all applicable corporate and securities laws and regulations in connection with the Transaction and the issuance of the Exchanged Shares in connection therewith;

(vii) NARL is not in material default of any applicable securities legislation of the Provinces of Alberta and British Columbia;

(viii) the articles, by-laws and other constating documents of NARL, as amended to the date hereof, are complete and accurate; and

(ix) no proceedings have been instituted or are pending for the dissolution or liquidation of NARL.

(q) **Transaction Compliance with Constating Documents, Agreements and Laws.** The execution, delivery and performance of this Agreement and each of the other agreements contemplated or referred to herein by NARL, and the completion of the transactions contemplated hereby, will not constitute or result in a violation or breach of or default under, or cause the acceleration of any obligations of NARL under:

(i) any term or provision of any of the articles, by-laws or other constating documents of NARL;

(ii) the terms of any agreement (written or oral), indenture, instrument or understanding or other obligation or restriction to which NARL is a party or by which it is bound; or

(iii) subject to obtaining the regulatory consents from the Exchange, any term or provision of any of the NARL Material Contracts or any order of any Governmental Authority to which NARL is subject.

(r) **Corporate Records.** The corporate records and minute books of NARL as provided to BTL are materially complete and accurate. The share certificate books, register of security holders, register of transfers and register of directors and any similar corporate records of NARL are complete and accurate in all material respects.

(s) **Authorized and Issued Capital.** The authorized capital of NARL consists of an unlimited number of Common Shares and an unlimited number of NARL Preferred Shares. As at August 31, 2015, the issued capital of NARL consists of 5,981,300 Common Shares without par value, all of which have been duly issued and are outstanding as fully paid and non-assessable shares.

(t) **No Convertible Securities.** There are no outstanding securities of NARL that are convertible, exchangeable or redeemable into NARL Shares.

(u) **No Reserved Securities.** NARL has no reserved securities or other securities outstanding other than the NARL Shares. At the Time of Closing there will not be any outstanding subscriptions, options, rights, warrants or other agreements or commitments obligating NARL to sell or issue any additional shares or securities of any class of NARL or any securities convertible into any shares of any class of NARL, other than pursuant to the Concurrent Offerings.

(v) **Shareholders' Agreements.** There are no shareholders' agreements, pooling agreements, voting trusts or other similar agreements with respect to the ownership or voting of any of the NARL Shares to which NARL is a party or otherwise to the knowledge of NARL.

(w) **Documents.** NARL shall make available, and by the Time of Closing will have made available, to BTL or BTL's representative for inspection, all NARL Documents which the Purchaser shall reasonably require pertaining to or affecting NARL, the NARL Assets and the title of NARL thereto and all documents or information reasonably required to make not misleading the NARL Documents and all information so made available to BTL.

(x) **Materially Accurate.** All information, records and data furnished to BTL, or its representatives and counsel pursuant to this Agreement, are accurate in all material respects.

(y) **Financial Statements.** The NARL Financial Statements have been prepared in accordance with IFRS, are true, correct and complete in all material respects and present fairly the financial condition of NARL as of the respective dates thereof.

(z) **Financial Records.** All material financial transactions of NARL have been recorded in the financial books and records of NARL in accordance with good business practice, and such financial books and records:

(i) accurately reflect, in all material respects, the basis for the financial condition and the revenues, expenses and results of operations of NARL shown in the NARL Financial Statements;

(ii) together with all disclosures made in this Agreement or in the Schedules hereto, present fairly, in all material respects, the financial condition and the revenues, expenses and results of the operations of NARL as of and to the date hereof; and

(iii) are in the possession of, recorded, stored, and maintained by NARL.

(aa) **Liabilities of NARL.** There are no liabilities, contingent or otherwise, of NARL of any kind whatsoever, including, without limitation, any bonds, debentures, mortgages, promissory notes, loan agreements, inter-company debt, or liabilities for Governmental Charges and there is no basis for assertion against NARL of any liabilities of any kind, other than liabilities disclosed or reflected in or provided for NARL in the Financial Statements or in this Agreement, or incurred since June 30, 2015 in the ordinary course of the business of NARL or in connection with the Transaction.

(bb) **Prepaid Expenses.** All prepaid expenses reflected in the NARL Financial Statements and all expenses prepaid by NARL subsequent to the NARL Financial Statements were prepaid in accordance with the regular business practices of NARL, and consist of expenses that were incurred in the ordinary course of business of NARL, consistent with past practice, and are valued at reasonable amounts based on the ordinary course of business of NARL within the past six months. There has not been any material write-down or write-off of, or other adjustment to, such prepaid expenses by NARL since June 30, 2015.

(cc) **Bankruptcy and Insolvency Matters.** No action or proceeding has been commenced or filed by or against NARL or which seek or may lead to receivership, bankruptcy, a consumer proposal or any other similar proceeding in respect of NARL, the adjustment, compromise or composition of claims against NARL or the appointment of a trustee, receiver, liquidator, custodian, or other similar officer for NARL of any portion of its assets. No such action or proceeding has been authorized or is being considered by or on behalf of NARL and, to the knowledge of NARL, no creditor or equity security holder of NARL has threatened to commence or advised that it may commence, any such action or proceeding. NARL has not made nor is considering making an assignment for the benefit of its creditors, and it has not requested nor is considering requesting a meeting of its creditors to seek a reduction, compromise, composition, or other accommodation with respect to its indebtedness.

(dd) **Broker's Fees.** NARL has not incurred any obligation or liability, contingent or otherwise for broker's or finder's fees in respect of the Transaction, except for any fees relating to the sponsorship requirements of the Exchange and the Concurrent Offerings.

(ee) **Absence of Certain Changes or Events.** Except in connection with the Transaction, since June 30, 2015, NARL has not:

(i) incurred any obligation or liability, fixed or contingent, except normal trade or business obligations incurred in the ordinary course of the business of NARL, none of which is materially adverse to NARL;

(ii) paid or satisfied any obligation or liability, fixed or contingent, except:

(A) current liabilities included in the NARL Financial Statements;

(B) current liabilities incurred since June 30, 2015 in the ordinary course of the business of NARL, and

(C) re-scheduled payments pursuant to obligations under loan agreements or other contracts or commitments described in the NARL Financial Statements;

(iii) created any Encumbrance upon any of its properties or the NARL Assets, except as described in this Agreement or in the schedules hereto;

(iv) sold, assigned, transferred, leased or otherwise disposed of any of its properties or the NARL Assets;

(v) purchased, leased or otherwise acquired any properties or assets;

(vi) waived, cancelled or written-off any rights, claims, accounts receivable or any amounts payable to NARL;

(vii) entered into any transaction, contract, agreement or commitment;

(viii) suffered any extraordinary loss relating to the NARL Assets;

(ix) made or incurred any material change in, or become aware of any event or condition which is likely to result in a material change in the condition of NARL; or

(x) authorized, agreed or otherwise become committed to do any of the foregoing.

(ff) **Dividends and Distributions.** NARL has not declared or paid any dividend or made any other distribution on any of its shares of any class, or redeemed or purchased or otherwise acquired any of its shares of any class, or reduced its authorized capital or issued capital, or agreed to any of the foregoing.

(gg) **Tax Matters.**

(i) NARL has prepared and filed all tax returns and other documents required to be filed by it on or before the date hereof in respect of all Governmental Charges and such returns and documents are complete and correct in all material respects and fairly represents the information and tax status of NARL for the relevant period;

(ii) NARL has paid all Governmental Charges which are due and payable on or before the date hereof. Adequate provision was made in the NARL Financial Statements for all Governmental Charges for the periods covered by the NARL Financial Statements. To the knowledge of NARL, NARL has no liability for Governmental Charges other than those provided for in the NARL Financial Statements and those arising in the ordinary course of business since December 31, 2014 and for which adequate provisions have been made on the books of NARL;

(iii) there are no actions, suits, proceedings, investigations, enquiries or claims now ongoing, pending or, to the knowledge of NARL, threatened against NARL in respect of the Governmental Charges;

(iv) there are no Governmental Charges, assessments, re-assessments, or levies of whatsoever nature which NARL is required by law to withhold, collect or pay and for which NARL could become liable, including, but without limiting the generality of the foregoing, employment insurance, pension plan payments, non-resident withholding tax or source deductions, except as disclosed in the NARL Financial Statements and those arising in the ordinary course of business since December 31, 2014;

(v) all Governmental Charges, assessments, levies and source deductions which NARL is required by law to withhold or to collect, including, without limitation, employment insurance, employment benefits, pension plan payments and non-resident withholding tax, have been, to its knowledge, duly withheld or collected, and paid over to the proper Governmental Authorities, or held by NARL or on behalf of it as required, and such withholdings and collections and all other payments due in connection therewith are duly reflected in the NARL Financial Statements to the date as of which they were prepared and since that date have been duly entered in the books of NARL; and

(vi) there are no agreements, waivers or other arrangements providing for any extension of time with respect to the filing of any tax return or other document in respect of Governmental Charges or the payment of any Governmental Charges by NARL.

(hh) **Litigation.** There are no judgments unsatisfied, consent decrees or injunctions or embargos to which NARL is subject to or bound, and there are no actions, suits or proceedings, judicial or administrative (whether or not purportedly on behalf of NARL) pending or, to the knowledge of NARL, threatened, by or against or affecting it, at law or in equity, or before or by any court or any federal, provincial, municipal, state or other governmental department, commission, board, bureau, agency or instrumentality. NARL is not subject to any judgment, order, writ, injunction or decree of any court or government body which would prevent the discharge of the obligations arising pursuant to this Agreement or the consummation of the transactions herein contemplated.

(ii) **Environmental Matters.** NARL has no environmental liabilities outstanding.

(jj) **Filing Statement.** The Filing Statement, as and when filed on SEDAR as it relates to NARL, contains full, true and plain disclosure of all material facts relating to the securities of NARL.

(kk) **Insurance.** NARL does not maintain and has never been a party to any policy of insurance of any nature.

(ll) **Real Property.** NARL does not own and has never owned any interest in real property, other than as disclosed in the Filing Statement. NARL is not and has never been a party to any lease in respect of real property.

(mm) **Personal Property.** NARL does not own and has never held any personal property except for cash held in its bank accounts and its books and records.

(nn) **Exchange Policies.** NARL has complied in all material respects with applicable securities laws and with the Exchange policies and has not taken any steps or proceedings inconsistent therewith.

(oo) **Duly Authorized.** The Exchanged Shares will be, at the Time of Closing, validly issued and outstanding as fully paid and non-assessable, in compliance with applicable corporate and securities laws.

(pp) **Non-Arm's Length Matters.** No director, former director, officer, shareholder or employee of NARL or any Person not dealing at arm's length within the meaning of the Tax Act with any such Person is indebted to NARL, nor is NARL indebted to any such Person. Since June 30, 2015, NARL has not made or authorized payments to any such Persons.

(qq) **Change of Control.** NARL is not a party to any agreement (written or oral), indenture, instrument or understanding or other obligation or restriction which includes provisions that would be triggered by this Agreement or the implementation of this Agreement including any change of control that may result, directly or indirectly, from this agreement or the implementation of this Agreement.

(rr) **Full Disclosure.** None of the foregoing representations, warranties and statements of fact and none of the NARL Disclosure Documents (and nor will the Filing Statement upon completion) 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 Common Shares who is seeking full information concerning NARL and its properties, business and affairs.

(ss) **Name Change.** Upon or immediately following Closing, NARL covenants and agrees to complete the Name Change.

4.2 Survival of NARL's Representations and Warranties

The covenants, representations and warranties of NARL contained in Section 4.1 shall survive the Closing Date for a period of one year.

ARTICLE 5 - CONDITIONS TO OBLIGATION TO CLOSE

5.1 Conditions to the Obligations of NARL

The obligation of NARL to issue the Exchanged Shares in exchange for the Purchased Securities as contemplated herein is subject to the fulfillment of each of the following conditions precedent on or prior to the Time of Closing, unless waived in writing by NARL:

(a) **BTL and the Vendors' Representations, Warranties and Covenants.** Each of the Vendors and BTL shall have executed, delivered and performed all agreements and documents on their part to be performed hereunder; all representations and warranties of the Vendors and BTL contained in Article 3 as applicable, shall be materially true and correct at the Time of Closing, with the same effect as if made on and as of such time, and each of the Vendors and BTL shall deliver a Certificate executed as of the Time of Closing certifying that all representations and warranties of each of the Vendors and BTL as contained herein are true and correct as of the Time of Closing.

(b) **No Material Change.** There shall not have been any change that constitutes a Material Adverse Effect on the condition (financial or otherwise), of the Assets, liabilities, capitalization, or Business from the date of this Agreement, and a Certificate to that effect signed by a duly authorized officer of BTL shall have been delivered to the Purchaser.

(c) **NARL Shareholder Approval.** NARL shall have obtained all necessary approvals from its shareholders in order to complete the Transaction and all matters incidental thereto requiring such approval, including but not limited to, replacing the articles of the NARL to allow NARL to complete the Name Change.

(d) **BTL Approval.** BTL shall have obtained all necessary approvals from its directors and shareholders in order to complete the Transaction.

(e) **Employment Agreements.** Each of Guy Halford-Thompson, Hugh Halford-Thompson and Sian Jones shall have entered into employment agreements with NARL on commercially reasonable terms satisfactory to NARL, acting reasonably.

(f) **Good Standing.** BTL shall be a corporation in good standing pursuant to the applicable corporate statute of the Isle of Man and this fact shall be confirmed by a Certificate of Status or equivalent issued by the necessary government entity as of the Closing Date and delivered to NARL.

(g) **Sponsor Report.** The Agent (or a replacement sponsor satisfactory to both BTL and NARL) shall have delivered either a sponsorship report satisfactory to the Exchange or such filings as are necessary to obtain a sponsorship waiver.

(h) **Approvals.** There shall have been obtained the written consents or approvals, in form and substance satisfactory to the Purchaser and Purchaser's Counsel, acting reasonably, of any Governmental Authority or Persons whose consent to the transactions contemplated hereby is required, and all conditions imposed upon such consents shall have been satisfied, including without limitation: (i) the issuance of all necessary receipts, approvals, and acceptances for the Concurrent Offerings; (ii) the acceptance by the Exchange of the transactions contemplated in this Agreement as NARL's Qualifying Transaction (as defined in the Policy); and (iii) the Exchange's approval to list the Exchanged Shares to be issued in connection with the Transaction and any Common Shares to be issued in connection with the Concurrent Offerings.

(i) **Corporate Proceedings.** All necessary steps and corporate proceedings, as approved by Counsel for the Purchaser, shall have been taken to permit the issuance of the Exchanged Shares in exchange for the Purchased Securities.

(j) **Closing Documents.** The Vendors and BTL shall have executed and delivered to the Purchaser all documents as the Purchaser or the Purchaser's Counsel may reasonably request for the purposes of effecting the transfer and delivery of the Purchased Securities in accordance with the terms of this Agreement which shall include the delivery of a legal opinion from Counsel to BTL in a form satisfactory to the Purchaser and its Counsel, acting reasonably, as to various matters relating to BTL including the due incorporation, existence and corporate authority of BTL.

(k) **No Prohibition at Law.** No prohibition at law against the completion of the transactions contemplated by this Agreement shall be in existence.

(l) **Voluntary Escrow.** Each holder of Purchased Securities shall have executed an escrow agreement in the applicable form as prescribed by the Exchange, as applicable.

(m) **Concurrent Private Placement(s).** NARL shall have completed the Concurrent Offerings.

(n) **Exchange Issuer.** Following the Closing of the Transaction, NARL shall satisfy the minimum listing requirements of the Exchange for a Tier 2 Technology Issuer, as evidenced prior to Closing by a conditional listing letter issued by the Exchange.

If any such conditions contained in this Section 5.1 shall not be fulfilled or waived in writing by the Purchaser at or prior to the Time of Closing, the Purchaser may rescind this Agreement by written notice to the Vendors and BTL, in such event, the Purchaser, the Vendors, and BTL shall be released from all obligations hereunder.

5.2 Conditions to the Obligations of BTL and the Vendors

The obligations of BTL and the Vendors to complete the sale of the Purchased Securities in exchange for the Exchanged Shares contemplated herein, are subject to the fulfillment of the following conditions precedent on or prior to the Time of Closing, unless waived in writing by BTL and the Vendors:

(a) **NARL's Representations, Warranties and Covenants.** NARL shall have executed, delivered and performed all agreements and documents on its part to be performed hereunder; all representations and warranties contained in Article 4 shall be materially true and correct at the Time of Closing, with the same effect as if made on and as of such time and NARL shall deliver a Certificate executed as of the Time of Closing to the Vendors and BTL certifying that all representations and warranties of NARL as contained herein are true and correct as of the Time of Closing.

(b) **No Material Change.** There shall not have been any material adverse change in the condition (financial or otherwise), of the NARL Assets, or the liabilities, capitalization, or business of NARL from that as set forth in the NARL Financial Statements or provided by NARL to BTL in writing and accepted by them and a Certificate to that effect signed by a duly authorized officer of NARL shall have been delivered to BTL and the Vendors.

(c) **NARL Shareholder Approval.** NARL shall have obtained all necessary approvals from its shareholders in order to complete the Transaction and all matters incidental thereto requiring such approval, including but not limited to, replacing the articles of NARL to allow for the Name Change to be completed.

(d) **BTL Shareholder Approval.** BTL shall have obtained all necessary approvals from its shareholders in order to complete the Transaction.

(e) **Sponsor Report.** The Agent (or a replacement sponsor satisfactory to both BTL and NARL) shall have delivered either a sponsorship report satisfactory to the Exchange or such filings as are necessary to obtain a sponsorship waiver.

(f) **Good Standing.** NARL shall be a corporation in good standing pursuant to the *Business Corporations Act* (Alberta) and this fact shall be confirmed by a Certificate of Status or equivalent issued by the necessary government entity as of the Closing Date and delivered to BTL.

(g) **Approvals.** There shall have been obtained the written consents or approvals, in form and substance satisfactory to the Vendors, BTL and their respective Counsel, acting reasonably, of any Governmental Authority or Persons whose consent to the transactions contemplated hereby is required, and all conditions imposed upon such consents shall have been satisfied, including without limitation: (i) the issuance of all necessary receipts, approvals, and acceptances for the Concurrent Offerings; (ii) the acceptance by the Exchange of the transactions contemplated in this Agreement as a Qualifying Transaction (as defined in the Policy) for NARL; and (iii) the Exchange's approval to list the Exchanged Shares to be issued in connection with the Transaction and any Common Shares to be issued in connection with the Concurrent Offerings.

(h) **Corporate Proceedings.** All necessary steps and corporate proceedings, as approved by Counsel for BTL shall have been taken to permit the issuance of the Exchanged Shares in exchange for the Purchased Securities.

(i) **No Prohibition at Law.** At the Time of Closing, no prohibition at law against the completion of the transactions contemplated by this Agreement shall be in existence.

(j) **Closing Documents.** The Purchaser shall have executed and delivered to the Vendors and BTL all documents as BTL and the Vendors' respective Counsel may reasonably request for the purposes of effecting the transfer and delivery of the Purchased Securities in accordance with the terms of this Agreement which shall include the delivery of a legal opinion from Counsel to the Purchaser in a form satisfactory to the Vendors and BTL, and their respective Counsel, acting reasonably, as to various matters including the due incorporation, existence and corporate authority of the Purchaser and the valid issuance of the Exchanged Shares.

(k) **Concurrent Offerings.** NARL shall have completed the Concurrent Offerings with aggregate gross proceeds of not less than $1,700,000 and, as applicable, the conditions for release of subscription funds for such Concurrent Offerings shall have been satisfied.

(l) **Exchange Issuer.** Following the Closing of the Transaction, NARL shall satisfy the minimum listing requirements of the Exchange for a Tier 2 Technology Issuer, as evidenced prior to Closing by a conditional listing letter issued by the Exchange.

If any such conditions contained in this Section 5.2 shall not be fulfilled or waived in writing by the Vendors and BTL at or prior to the Time of Closing, the Vendors and BTL may rescind this Agreement by written notice to the Purchaser and, in such event, the Purchaser, the Vendors and BTL shall be released from all obligations hereunder.

5.3 Rescission and Termination

(a) All of the parties hereto covenant and agree with the other parties hereto to use all reasonable efforts until the Closing Date to take or refrain from taking any actions with the intent that the conditions precedent, as set forth in Article 5 hereof, shall be satisfied and all covenants and agreements herein made by them shall have been performed.

(b) If this Agreement is rescinded and terminated pursuant to the provisions of Section 5.1 or Section 5.2 hereof, each party hereto shall be released from all obligations hereunder except as otherwise specifically provided herein and each party hereto shall take all reasonable actions to return the other parties to the position relative to the transactions contemplated hereby which such party occupied prior to the execution hereof. Each party shall be responsible for its legal, accounting and other professional expenses.

(c) This Agreement may be otherwise terminated:

(i) by mutual consent of each of NARL and BTL; or

(ii) by either NARL or BTL, if the Closing has not occurred on or before October 30, 2015 or such later date as may be agreed to by NARL and BTL (provided that the right to terminate this Agreement under this subsection 5.3(c)(ii) shall not be available to any party whose failure to fulfill any of its obligations under this

Agreement has been the cause of or resulted in the failure to consummate the transactions contemplated hereby by such date).

ARTICLE 6 - COVENANTS

6.1 Filings

(a) NARL, BTL and the Vendors shall prepare and file any filings required under applicable laws or rules and policies of the Exchange or other regulatory bodies relating to the Transaction. NARL covenants and agrees to take, in a timely manner, all commercially reasonable actions and steps necessary in order that: (i) effective as at the Closing Date, the Exchanged Shares issuable pursuant to the Transaction and the Common Shares issuable pursuant to the Concurrent Offerings be conditionally approved for listing and trading on the Exchange, (ii) when received, NARL shall provide BTL and its Counsel with copies of the conditional and final approval of the Exchange respecting the Transaction and, the listing and posting for trading of the Exchanged Shares and the Common Shares to be issued pursuant to the Concurrent Offerings, and (iii) the distribution of the Exchanged Shares to the Vendors is exempt from the prospectus requirement of the securities laws of the provinces of British Columbia and Alberta, as applicable.

(b) Each of NARL, BTL and the Vendors shall cooperate to prepare and file with the Exchange for its review and approval, as soon as possible following the entering of this Agreement, a filing statement (the "**Filing Statement**") prepared in accordance with the Exchange's Form 3D1 – *Information Required in a Filing Statement for a Qualifying Transaction* ("**Form 3B1**") and each of NARL and BTL will provide (or cause to provide) in connection with the preparation of the Filing Statement, on a timely basis, all relevant information concerning its business, assets and operations (including applicable financial statements). Each of NARL and BTL shall cause a certificate to be attached to the Filing Statement to be executed in the form provided for in Form 3B1.

(c) BTL shall promptly notify NARL if at any time before the Time of Closing it becomes aware that the Filing Statement (with respect to information provided by or in relation to BTL or the Vendors) contains any misrepresentation or any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements contained therein not misleading in light of the circumstances in which they are or were made, or that otherwise requires an amendment or a supplement to the Filing Statement; and in any such event, BTL shall cooperate in the preparation of an amendment or a supplement to the Filing Statement.

(d) NARL shall promptly notify BTL if at any time before the Time of Closing it becomes aware that the Filing Statement (with respect to information provided by or in relation to NARL) contains any misrepresentation or any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements contained therein not misleading in light of the circumstances in which they are or were made, or that otherwise requires an amendment or a supplement to the Filing Statement; and in any such event, NARL shall cooperate in the preparation of an amendment or a supplement to the Filing Statement.

6.2 Vendors Indemnity

(a) The Vendors will severally (and not jointly) indemnify and save harmless NARL and the directors, officers and shareholders of NARL (collectively, the "**NARL Indemnified Persons**") from and against all claims incurred by NARL directly or indirectly resulting from any breach of any covenant of the Vendors contained in this Agreement or from any inaccuracy or misrepresentation in any representation or warranty made by the Vendors set forth in Section 3.1.

(b) Notwithstanding any of the other provisions of this Agreement, the Vendors will not be liable to the NARL Indemnified Persons in respect of:

  (i) any inaccuracy or misrepresentation in any representation or warranty set forth in Section 3.1 after one year after the Closing Date, save in respect of any claims made in respect of Section 3.1(b); or

  (ii) unless and until the aggregate of all such claims exceeds $15,000, and then only to the extent that such aggregate exceeds such amount to a maximum of the respective value of the Exchanged Securities received by each such Vendor.

6.3 BTL Indemnity

(a) BTL will indemnify and save harmless the NARL Indemnified Persons from and against:

  (i) all claims directly or indirectly relating to the Purchased Securities and accruing up to the close of business on the day before the Closing Date;

  (ii) all other claims directly or indirectly relating to BTL including claims relating to income, sales, excise or other taxes, other than claims resulting from the negligence, fraudulent acts or wilful misconduct of NARL; and

  (iii) all claims incurred by NARL directly or indirectly resulting from any breach of any covenant of BTL contained in this Agreement or from any inaccuracy or misrepresentation in any representation or warranty set forth in Section 3.3.

(b) Notwithstanding any of the other provisions of this Agreement, BTL will not be liable to the NARL Indemnified Persons in respect of:

  (a) any inaccuracy or misrepresentation in any representation or warranty set forth in Section 3.3 after one year after the Closing Date, save in respect of any claims made in respect of Section 3.1(b); or

  (b) unless and until the aggregate of all such claims exceeds $15,000, and then only to the extent that such aggregate exceeds such amount.

6.4 NARL Indemnity

(a) NARL will indemnify and save harmless the Vendors and BTL and the directors, officers and agents of BTL from and against:

(i) all claims directly or indirectly relating to the Exchanged Shares and accruing up to the close of business on the day before the Closing Date;

(ii) all other claims directly or indirectly relating to NARL including claims relating to income, sales, excise or other taxes other than claims resulting from the negligence, fraudulent action or wilful misconduct of BTL; and

(iii) all claims incurred by the Vendors or BTL directly or indirectly resulting from any breach of any covenant of NARL contained in this Agreement or from any inaccuracy or misrepresentation in any representation or warranty set forth in Section 4.1.

(b) Notwithstanding any of the other provisions of this Agreement, NARL will not be liable to the Vendors or BTL or to the directors, officers, employees or agents of BTL in respect of:

(i) any inaccuracy or misrepresentation in any representation or warranty set forth in Section 4.1 after one year after the Closing Date; or

(ii) unless and until the aggregate of all such claims exceeds $15,000, and then only to the extent that such aggregate exceeds such amount.

6.5 Notice of Claim

(a) In the event that a party (the "**Indemnified Party**") shall become aware of any claim in respect of which another party (the "**Indemnifying Party**") agreed to indemnify the Indemnified Party pursuant to this Agreement, the Indemnified Party shall promptly give notice thereof to the Indemnifying Party. Such notice shall specify whether the claim arises as a result of a claim by a Person against the Indemnified Party (a "**Third Party Claim**") or whether the claim does not so arise (a "**Direct Claim**"), and shall also specify with reasonable details (to the extent that the information is available) the factual basis for the claim and the amount of the claim, if known.

(b) If, through the fault of the Indemnified Party, the Indemnifying Party does not receive notice of any claim in time to effectively contest the determination of any liability susceptible of being contested, the Indemnifying Party shall be entitled to set off against the amount claimed by the Indemnified Party the amount of any losses incurred by the Indemnified Party resulting from the Indemnified Party's failure to give such notice on a timely basis.

6.6 Direct Claims

With respect to any Direct Claim, following receipt of notice from the Indemnified Party of the Direct Claim, the Indemnifying Party shall have 60 days to make such investigation of the Direct Claim as is considered necessary or desirable in the circumstances. For the purpose of such investigation, the Indemnified Party shall make available to the Indemnifying Party the information relied upon by the Indemnified Party to substantiate the Direct Claim, together with all such other information as the Indemnifying Party may reasonably request. If both parties agree at or prior to the expiration of such 60-day period (or any mutually-agreed extension period thereof) to the validity and amount of such Direct Claim, the Indemnifying Party shall immediately pay to the Indemnified Party the full agreed upon amount of the Direct Claim, failing which the matter shall be referred to a court of competent jurisdiction.

6.7 <u>Third Party Claims</u>

With respect to any Third Party Claim, the Indemnified Party shall have the right, at its expense, to participate in or assume control of the negotiation, settlement or defence of the Third Party Claim and, in such event, the Indemnifying Party shall reimburse the Indemnified Party's reasonable out-of-pocket expenses as a result of such participation or assumption. If the Indemnified Party elects to assume such control, the Indemnified Party shall have the right to participate in the negotiation, settlement or defence of such Third Party Claim and to retain counsel to act on its behalf, provided that the fees and disbursements of such counsel shall be paid by the Indemnified Party unless the Indemnifying Party consents to the retention of such counsel or unless the named parties to any action or proceeding include both the Indemnifying Party and the Indemnified Party and the representation of both the Indemnifying Part and the Indemnified Party by the same counsel would be inappropriate due to the actual or potential differing interests between them (such as the availability of different defences), in which case the Indemnifying Party shall pay the reasonable fees and disbursements of one such counsel. If the Indemnifying Party, having elected to assume such control, thereafter fails to defend the Third Party Claim within a reasonable time, the Indemnified Party shall then be entitled to assume such control, in which case the Indemnifying Party shall pay the reasonable fees and disbursements of one such counsel, and the Indemnifying Party shall be bound by the results obtained by the Indemnified Party with respect to such Third Party Claim. If any Third Party Claim is of a nature such that the Indemnified Party is required by applicable laws or the Order of any Governmental Authority having jurisdiction to make a payment to any Person (a "**Third Party**") with respect to the Third Party Claim before the completion of settlement negotiations or related legal proceedings, as the case may be, the Indemnified Party may make such payment and the Indemnifying Party shall, forthwith after demand by the Indemnified Party, reimburse the Indemnified Party for such payment. If the amount of any liability of the Indemnified Party under the Third Party Claim in respect of which such payment was made, as finally determined, is less than the amount which was paid by the Indemnifying Party to the Indemnified Party, the Indemnified Party shall, forthwith after receipt of the difference from the Third Party, pay the amount of such difference to the Indemnifying Party. If such a payment, by resulting in settlement of the Third Party Claim, precludes a final determination of the merits of the Third Party Claim and the Indemnified Party and the Indemnifying Party are unable to agree whether such payment was reasonable in the circumstances having regard to the amount and merits of the Third Party Claim, such dispute shall be referred to a court of competent jurisdiction.

6.8 <u>Settlement of Third Party Claims</u>

If the Indemnifying Party fails to assume control of the defence of any Third Party Claim, the Indemnified Party shall have the exclusive right to contest, settle or pay the amount so claimed. Notwithstanding whether or not the Indemnifying Party elects to assume control of the negotiation, settlement or defence of any Third Party Claim, the Indemnifying Party shall not settle any Third Party Claim without the written consent of the Indemnified Party, which consent shall not be unreasonably withheld or delayed; provided, however, that the liability of the Indemnifying Party shall be limited to the proposed settlement amount if any such consent is not obtained for any reason or if, as a reason of a delay, a higher settlement amount is ultimately agreed upon.

6.9 <u>Cooperation</u>

The Indemnified Party and the Indemnifying Party shall cooperate fully with each other with respect to Third Party Claims, and shall keep each other fully informed with respect thereto (including supplying copies of all relevant documentation promptly as it becomes available or as it is being prepared).

6.10 Tax Information

The parties shall provide each other with such assistance as may reasonably be requested by any of them in connection with the preparation of any return of taxes, any audit or other examination by any taxing authority, or any judicial or administrative proceedings relating to liabilities for taxes arising out of this Agreement, and each will retain and, upon request of the other, provide the other with such records or information as is relevant to such return, audit or examination or proceedings. Such assistance shall include providing copies of any relevant returns of taxes and supporting work schedules. The party requesting assistance hereunder shall reimburse the other for reasonable out-of-pocket expenses incurred by the other in providing such assistance. Any party in possession of records or information relating to taxes shall retain such records and information for such time as may be prescribed by any relevant legislation.

6.11 Tax Assessments

If any assessments or reassessments of income tax results or may result in making any representation and warranty in this Agreement inaccurate in any material respect, the party (and if more than one party, any one of them) making the representation and warranty may, at their expense, require the same to be contested in such manner and upon such basis as such party may reasonably determine. All other parties shall offer all reasonable cooperation (but without the obligation to incur expense) as may be required in connection therewith.

6.12 Cumulative Rights

Each and every right, remedy and power granted to the Purchaser, the Vendors or BTL hereunder or under any documents or instruments delivered pursuant to the terms and conditions hereof, shall be cumulative and shall be in addition to any other right, remedy or power herein or therein specifically granted or hereinafter existing in equity or at law, or by virtue of statute or otherwise, and every such right, remedy and power may be exercised by the parties from time to time concurrently or independently and as often and in such order as the parties may deem expedient.

ARTICLE 7 -
CLOSING

7.1 Closing and Closing Date

The Closing of the Transaction herein contemplated shall take place in the offices of Gowling Lafleur Henderon LLP at 1600, 421 -7 Avenue, SW in Calgary, Alberta at the Time of Closing or upon such earlier or later time and date and such place as may be agreed upon among the Purchaser, the Vendors and BTL.

ARTICLE 8 -
RECORDS

8.1 Access to Premises and Records of BTL

From the date hereof until the earlier of the termination of this Agreement or the Closing Date and upon the provision of reasonable notice, the Purchaser and its Counsel, accountants, appraisers and other advisors shall have full and complete access, during normal business hours, to the premises, books, BTL Documents, and other records of BTL for the purpose of investigating the Assets, Business and affairs of BTL, as they may reasonably require.

8.2 Access to Premises and Records of NARL

From the date hereof until the earlier of the termination of this Agreement or the Closing Date and upon the provision of reasonable notice, the Vendors, BTL and their Counsel, accountants, appraisers and other advisors shall have full and complete access, during normal business hours, to the premises, books, NARL Documents and other records of NARL, for the purpose of investigating the NARL Assets, business and affairs of NARL, as they may reasonably require.

ARTICLE 9 - INTERIM OPERATIONS

9.1 BTL Carrying on Business to Closing

(a) From the date hereof until the earlier of the termination of this Agreement and the Closing Date, the Vendors and BTL shall: (i) cause BTL to carry on the Business in the normal and ordinary course; (ii) use commercially reasonable efforts to cause BTL to preserve the ongoing goodwill of BTL; and (iii) undertake to notify the Purchaser of any event or occurrence during such period which might reasonably be considered to have a Material Adverse Effect on the Assets or the Business.

(b) Unless otherwise contemplated herein or approved by the Purchaser in writing, during the period from the date hereof until the earlier of the Closing Date or the termination of this Agreement, BTL shall not:

(i) enter into any transaction or material contract not in the ordinary course of Business;

(ii) borrow money or incur any indebtedness for money borrowed except as disclosed to and agreed upon by the Purchaser;

(iii) issue, sell or agree to issue or sell any shares, rights, options, warrants or other securities of BTL, except as disclosed to and agreed upon by the Purchaser;

(iv) purchase, cancel, retire, redeem or otherwise acquire any of BTL 's outstanding securities, rights, options, warrants or other securities other than as contemplated herein;

(v) change, amend or modify the articles of association or other constating documents of BTL, other than as disclosed to and approved by NARL;

(vi) merge or amalgamate with or agree to merge or amalgamate with, or purchase substantially all of the assets of, or otherwise acquire any business; or sell or lease or agree to sell or lease, any material properties or assets or approve or undertake any other material transaction or furnish or cause to be furnished any information concerning the business, properties or assets of any Persons (other than to the Purchaser) which is interested in any such transactions;

(vii) except as required by law or in connection with the fiduciary duties of the officers or the directors of BTL, initiate, propose, assist or participate in any activities in opposition to or in competition with this Agreement, and without limiting the generality of the foregoing, to undertake any transaction or negotiate any transaction which would be or potentially could be in conflict with the Transaction and not to take actions of any kind which may reduce the likelihood of success of the Transaction; or

(viii) do anything that would cause any of the covenants, representations and warranties contained in Article 3 to be false or misleading.

(c) Unless otherwise contemplated herein or approved by the Purchaser in writing, each of the Vendors and BTL covenants with the Purchaser that during the period from the date hereof until the earlier of the Closing Date or the termination of this Agreement, he or it shall, subject to applicable legislation and the conditions herein:

(i) cooperate fully with the Purchaser and use all reasonable commercial efforts to assist the Purchaser and its principals in their efforts to acquire the Purchased Securities and to complete the Concurrent Offerings; and

(ii) use all reasonable commercial efforts to assist the Purchaser with all information required and requested by any Governmental Authority in connection with the Transaction and all corollary matters thereto.

9.2 <u>NARL's Activities to Closing</u>

(a) Unless otherwise contemplated herein or approved by BTL in writing, during the period from the date hereof until the earlier of the Closing Date or the termination of this Agreement, NARL shall not:

(i) issue, sell or agree to issue or sell any shares, rights, options, warrants or other securities of NARL, other than in connection with the Concurrent Offerings;

(ii) change, amend or modify the charter documents or by-laws of NARL, except as contemplated herein and as disclosed to and agreed by BTL, acting reasonably;

(iii) except as required by law or in connection with the fiduciary duties of the officers or the directors of the Purchaser, not to initiate, propose, assist or participate in any activities in opposition to or in competition with this Agreement, and without limiting the generality of the foregoing, to undertake any transaction or negotiate any transaction which would be or potentially could be in conflict with the Transaction and not to take actions of any kind which may reduce the likelihood of success of the Transaction; or

(iv) do anything that would cause any of the covenants, representations and warranties contained in Article 4 to be false or misleading.

(b) Unless otherwise contemplated herein or approved by BTL in writing, NARL covenants with BTL and the Vendors that during the period from the date hereof until the earlier of the Closing Date or the termination of this Agreement, it shall, subject to applicable legislation and the conditions herein:

(i) cooperate fully with BTL and the Vendors and use all reasonable commercial efforts to assist BTL and the Vendors in their efforts to sell the Purchased Securities and to complete the Transaction and the Concurrent Offerings; and

(ii) use all reasonable commercial efforts to assist BTL and the Vendors with all information required and requested by any Governmental Authority in connection with the Transaction, the Concurrent Offerings and all corollary matters thereto.

9.3 Transaction Documents

The Purchaser, the Vendors and BTL shall use their best efforts to assist and cooperate in obtaining all necessary consents, assignments, waivers, amendments or terminations to any instruments or take such other measures as may be appropriate to fulfill their obligations and carry out the transactions contemplated hereunder.

ARTICLE 10 -
GENERAL

10.1 Expenses

Each party hereto shall pay all reasonable costs and expenses related to the legal and audit fees and other charges and expenses incurred by such party in connection with the Transaction, the Concurrent Offerings, the preparation of this Agreement, the preparation and filing of the Filing Statement and all negotiations between the parties.

10.2 Documents and Information Confidential

All documents and information received by the Purchaser from the Vendors and BTL or vice versa, and their respective auditors and Counsel, shall be treated as confidential information and will not be disclosed to others except to a party's Counsel, auditors and bankers and to Governmental Authorities as required by relevant policy or legislation.

10.3 Time of the Essence

Time shall be of the essence of this Agreement.

10.4 Governing Law

This Agreement shall be construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

10.5 Counterparts and Delivery

This Agreement may be executed in several counterparts and delivered by a facsimile or PDF copy of an original execution page bearing the signature of each party hereto, each of which when so executed shall be deemed to be an original, and such counterparts or facsimile or PDF copies thereof together shall comprise one and the same instrument and, notwithstanding their date of execution, shall be deemed to bear the date as of the date above written.

10.6 Notices

Any notice required or permitted to be given by a party hereto to the other shall be given in writing and addressed:

if to the Purchaser at:

Northern Aspect Resources Ltd.
c/o 1600, 421 0 7th Avenue SW
Calgary, AB T2P 4K9

Attention: Brian Hinchliffe
Facsimile No.: 403-695-3478

and a copy to:

Gowling Lafleur Henderson LLP
1600, 421 0 7th Avenue SW
Calgary, AB T2P 4K9

Attention: Gordon Chmilar
Facsimile No.: 403-695-3478

if to BTL at:

Blockchain Tech Ltd.
11 Hope Street
Douglas, Isle of Man IMI 1AQ

Attention: Guy Halford-Thompson
Email: guy@blockchaintechltd.com

if to any of the Vendors at:

c/o Blockchain Tech Ltd.
11 Hope Street
Douglas, Isle of Man IMI 1AQ

Attention: Guy Halford-Thompson
Email: guy@blockchaintechltd.com

Any such notice shall be deemed to be received by the party hereto to which it is so delivered: (i) when actually delivered, faxed or e-mailed to said address or facsimile number; or (ii) when mailed by prepaid post, on the third business day next following the time on the date of it being so mailed. Any party may change its contact information for notice by giving notice to that effect.

10.7 Enurement

This Agreement shall enure to the benefit of the parties, their respective heirs, successors and permitted assigns.

10.8 Further Assurances

The parties hereto will from time to time, on and after the Closing Date, at the request and expense of the other parties hereto, execute and deliver all such other additional instruments, notices, releases, acquaintances and other documents and shall do all such other acts and things as may be reasonably necessary to carry out the terms and conditions of this Agreement in accordance with their true intent.

10.9 <u>Public Announcement</u>

(a) No news release or public announcement with respect the subject matter of this Agreement shall be made by either party, without the prior approval of the other parties.

(b) Notwithstanding the foregoing, the parties may disclose any information required to be disclosed to any Governmental Authority or necessary to comply with applicable law.

10.10 <u>Power of Attorney</u>

The Vendors hereby severally (and not jointly) appoint Guy Halford-Thompson as their agent and attorney, without any personal liability, to take any action that is required or to execute and deliver any documents on their behalf, including, without limitation, for the purposes of all Closing matters and deliveries of documents and do and cause to be done all such acts and things as may be necessary or desirable in connection with the Transaction and the Concurrent Offerings. Such appointment is coupled with an interest and is irrevocable. Without limiting the generality of the foregoing, Guy Halford-Thompson may, on behalf of himself and the Vendors, extend the Closing Date, modify or waive such conditions as are contemplated herein, negotiate, settle and deliver the final forms of this Agreement and any other documents that are necessary or desirable to give effect to the Transaction, other than escrow agreements required to be entered into by a Vendor by the Exchange. The Vendors hereby acknowledge and agree that any decision or exercise of discretion required to be made by Guy Halford-Thompson under this Agreement and any other ancillary documents relating to the Transaction, shall be final and binding upon the Vendors so long as such decision or exercise of discretion was made bona fide.

10.11 <u>Regulatory Approval</u>

This Agreement is subject to the regulatory approval, including, without limitation, that of the Exchange.

[*The remainder of this page has been left intentionally blank.*]

IN WITNESS WHEREOF the Purchaser, the Vendors and BTL have hereunto executed this Agreement as of the date and year first above written.

NORTHERN ASPECT RESOURCES LTD.

Per: (signed) "*Brian Hinchcliffe*"
Brian Hinchcliffe
President and Chief Executive Officer

BLOCKCHAIN TECH LTD.

Per: (signed) "*Guy Halford-Thompson*"
Guy Halford-Thompson
Chief Executive Officer

GHR INVESTMENTS LTD.

Per: (signed) "*Guy Halford-Thompson*"
Guy Halford-Thompson
President

SMALLER COMPANY CAPITAL LTD.

Per: (signed) "*Jeremy Woodgate*"
Jeremy Woodgate
Director

SIGNED, SEALED & DELIVERED	)	
In the presence of:	)	
	)	
	)	(signed) "*Sian Jones*"
______________________________	)	**Sian Jones**
Witness	)	
Print Name: [witness name redacted]	)	

SCHEDULE 2.1

VENDOR EXCHANGED SECURITIES

Name of Securityholder	Number of Securities of BTL	Number of Exchanged Shares to be Issued
GHR Investments Ltd.	54	2,700,000
Smaller Company Capital Ltd.	40	2,000,000
Sian Jones	6	300,000

SCHEDULE 3.3(K)

BTL MATERIAL CONTRACTS

- The Agreement.
- Services Agreement dated August 25, 2015 between BTL and [name of individual redacted].

SCHEDULE 3.3(AA)

BTL LIABILITIES

- Any liabilities resulting from the Services Agreement dated August 25, 2015 between BTL and [name of individual redacted].

SCHEDULE 4.1(F)

NARL MATERIAL CONTRACTS

The following are the material contracts entered into by NARL:

- the Transfer Agent, Registrar and Dividend Disbursing Agent Agreement dated November 24, 2011, between the NARL and Computershare Investor Services Inc.;
- the Escrow Agreement dated November 28, 2011 among NARL, Computershare Investor Services Inc. and certain shareholders;
- the Agency Agreement dated November 28, 2011 between NARL and Macquarie Private Wealth Inc;
- the Agreement;
- the engagement letter between NARL and the Agent in connection with a portion of the Concurrent Financings; and
- subscription agreements between NARL and certain subscribers for securities of NARL, including in connection with the Concurrent Financings.