

SHARE PURCHASE AGREEMENT

DATED December 10, 2021

AMONG:

PIONEER MEDIA HOLDINGS INC., a corporation incorporated pursuant to the laws of the Province of British Columbia, with an office at D25 - 1525 Coal Harbour Quay, Vancouver, British Columbia V6G 3E7

("Pioneer")

AND:

NGMI LABS INC., a corporation incorporated pursuant to the laws of the Province of British Columbia, with an office at 3598 Creery Avenue, West Vancouver, British Columbia V7V 2M1

("NGMI")

AND:

EACH PERSON IDENTIFIED AS A "VENDOR" IN SCHEDULE "A" ATTACHED HERETO

(collectively the "**Vendors**" and individually a "**Vendor**")

WHEREAS:

- A. The Vendors are, collectively, the legal and beneficial owners of all of the issued and outstanding securities in the capital of NGMI;
- B. Pioneer has agreed to acquire all of the issued and outstanding securities in the capital of NGMI, subject to the terms and conditions contained herein

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

ARTICLE 1 INTERPRETATION

1.1 **Defined Terms.** As used in this Agreement, the following terms have the following meanings:

- (a) "**Accounts Payable**" means all aggregate liabilities of NGMI (excluding Indebtedness and Transaction Expenses).
- (b) "**Accounts Receivable**" means all accounts receivables, notes receivables and other debts due or accruing due to NGMI.
- (c) "**affiliate**" means, with respect to a person, any other person that directly or indirectly controls, is controlled by or is under common control with such person,

and “control” means the possession, directly or indirectly, of the power to direct, or cause the direction of, the management and policies of a person, whether through the ownership of voting securities, by agreement or otherwise.

- (d) **“Agreement”** means this share purchase agreement and its schedules.
- (e) **“Assets”** means all of the property and assets of NGMI of every nature and kind and wheresoever situated (and, for the avoidance of doubt, including any Virtual Currency owned or held by it).
- (f) **“Authorization”** means, with respect to any person, any order, permit, approval, consent, waiver, licence or similar authorization of any Governmental Entity having jurisdiction over that person.
- (g) **“Books and Records”** means all information in any form of NGMI, including books of account, financial, tax, business, marketing, personnel and research information and records, equipment logs, operating guides and manuals and all other documents, files, correspondence and other information.
- (h) **“Business”** means the business currently carried on by NGMI, which involves acting as an “incubator” for “decentralized autonomous organizations” or other businesses involved in “social token” or other forms of Virtual Currency.
- (i) **“Business Day”** means any day of the year, other than a Saturday, Sunday or any day on which major banks are closed for business in Vancouver, British Columbia.
- (j) **“Closing”** means the completion of the transactions contemplated under this Agreement in accordance with its terms and conditions.
- (k) **“Closing Date”** means the date on which Closing occurs.
- (l) **“Closing Time”** means 11:59 (Vancouver time) on the Closing Date.
- (m) **“Collective Agreement”** means collective agreements and related documents including benefit agreements, letters of understanding, letters of intent and other written communications (including arbitration awards) by which NGMI is bound.
- (n) **“Corporate Records”** has the meaning specified in Section 3.6.
- (o) **“Damages”** means any losses, liabilities, Taxes, damages or out-of-pocket expenses (including reasonable legal fees and expenses) whether resulting from an action, suit, proceeding, arbitration, claim, settlement, award, judgment, fine, penalty, assessment or demand that is instituted or asserted by a third party, including a Governmental Entity, or a cause, matter, thing, act, omission or state of facts not involving a third party.
- (p) **“Employee Plans”** means all employee benefit, fringe benefit, supplemental unemployment benefit, severance pay, salary continuation, bonus, incentive, profit sharing or deferred compensation, termination, change of control, pension, retirement, savings, stock option, stock purchase, stock appreciation, equity-based, health, welfare, medical, dental, disability, life insurance and similar plans, contracts, programmes, funds, arrangements or practices and any trust, escrow or similar agreement related thereto, whether or not funded, relating to any current or

former employees, officers, directors, shareholders, consultants or independent contractors of NGMI maintained, sponsored, contributed to or funded by NGMI or under which NGMI may have any liability contingent or otherwise.

- (q) **“Encumbrance”** means any mortgage, charge, pledge, hypothec, security interest, assignment, lien (statutory or otherwise), easement, servitude, title retention agreement or arrangement, conditional sale, deemed or statutory trust, restrictive covenant or other encumbrance of any similar nature.
- (r) **“Exchange”** means the Canadian Securities Exchange.
- (s) **“Exclusivity Period”** means the period ending on the earlier of (i) the Closing Date or (ii) the date that this Agreement is validly terminated in accordance with its terms.
- (t) **“GAAP”** means generally accepted accounting principles including the International Financial Reporting Standards (IFRS).
- (u) **“Governmental Entity”** means: (i) any governmental or public department, central bank, court, minister, governor-in-counsel, cabinet, commission, tribunal, board, bureau, agency, commissioner or instrumentality, whether international, multinational, national, federal, provincial, state, territory, municipal, local or other; (ii) any subdivision or authority of any of the above; (iii) any stock exchange; and (iv) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the above.
- (v) **“Indebtedness”** means (i) any bona fide liability, indebtedness or other obligations for borrowed money (including bank loans, lines of credit and loans or notes or similar instruments from related parties, shareholders or affiliates), or evidenced by written instrument for the payment of money; (ii) all liabilities or obligations created or arising under any conditional sale, holdback or the deferred purchase price of any property, services, goods, equity or assets (including securities) in respect of which NGMI is liable, contingently or otherwise (including any “earnouts,” indemnities and “seller notes,” in each case valued at the maximum amount payable); (iii) capital or finance lease obligations; or any other obligation that meets the definition of a “liability” in accordance with GAAP; (iv) any obligations under exchange rate contracts, interest rate protection agreements, currency swap, forward or other hedging or derivatives arrangements, including all breakage costs or fees; (v) any obligations to reimburse the issuer of any letter of credit (where the issuer has made payment on such letter of credit), surety bond, performance bond or other guarantee of contractual performance, in each case to the extent drawn; (vi) any declared but unpaid dividends or distributions; (vii) any other indebtedness or obligation that would be required under GAAP to be reflected as indebtedness on NGMI’s balance sheets; (viii) deferred compensation arrangements; (ix) any indebtedness of a person of a type that is referred to in clauses (i) through (viii) above and which is either guaranteed by, or secured by an Encumbrance upon any property or asset owned by NGMI; (x) any amounts owed to affiliates; (xi) any payments, fines, fees, penalties, premiums, interest, expenses or other amounts applicable to or otherwise incurred in connection with, or as a result of any prepayment or early satisfaction or termination of, any obligation described in clauses (i) through (ix) above, including all breakage costs and fees; (xii) any other intercompany and related party payables including

declared but unpaid dividends; (xiii) unpaid or accrued income tax obligations of NGMI; (xiv) any obligation secured by an Encumbrance on any property of NGMI, and (xv) any indebtedness incurred in connection with any COVID 19 stimulus legislation. For greater clarity, Indebtedness does not include liabilities or obligations arising with respect to Transaction Expenses, nor does Indebtedness include Accounts Payable.

- (w) **“Intellectual Property”** means domestic and foreign: (i) patents, provisional patent applications, applications for patents and reissues, divisions, continuations, renewals, extensions and continuations-in-part of patents or patent applications; (ii) proprietary and non-public business information, including inventions (whether patentable or not), invention disclosures, improvements, discoveries, trade secrets, confidential information, know-how, methods, processes, designs, technology, technical data, schematics, formulae and customer lists, and documentation relating to any of the foregoing; (iii) copyrights, copyright registrations and applications for copyright registration; (iv) designs, design registrations, design registration applications; (v) trade names, business names, corporate names, domain name registrations, website names and world wide web addresses, common law trade-marks, trade-mark registrations, trade mark applications, trade dress and logos, and the goodwill associated with any of the foregoing; and (vi) any other intellectual property and industrial property.
- (x) **“Leakage”** means the payment by NGMI or the incurrence of any obligation or liability by NGMI with respect to any of the following:
 - (i) a dividend or distributions of any kind (or any payment or lien of any dividend or distribution) or other returns of capital declared, authorized, paid or made by NGMI;
 - (ii) the acquisition, disposal, transfer or surrender of assets or rights or the assumption, indemnification or incurring of any liabilities or obligations to, from or for the benefit of (as applicable) any of the Vendors or any affiliate of any of the Vendors by NGMI;
 - (iii) A management charge, royalty, service charge or similar fee due, levied, charged, paid or made to any of the Vendors or any affiliate of any of the Vendors by NGMI;
 - (iv) Debt, guarantee, indemnity or amount owing to NGMI from any of the Vendors, or any director, officer, employee or contractor of NGMI, or any affiliate of any of the Vendors, waived, forgiven or agreed to be waived or forgiven by NGMI;
 - (v) A bonus due to any director, officer, employee or contractor of NGMI or any Vendor;
 - (vi) An increase in benefits including salary and bonus or any agreement to such an increase in relation to any director, officer, employee or contractor of NGMI;
 - (vii) A gratuitous or discretionary payment paid or agreed to be paid by NGMI to any director, officer, employee or contractor of NGMI, any Vendor or any

affiliate of any Vendor in connection with this agreement or the sale of the Vendor Securities to Pioneer;

- (viii) Payments made or future benefits granted by NGMI to any Vendor or any affiliate of any Vendor; or
- (ix) Onerous or non-arm's length contracts entered into, or any payments made in relation to any onerous or non-arm's length contracts, by NGMI;

but excluding (in each case) any Permitted Leakage.

(y) **"Leases"** means all oral and written leases and all amendments, extensions, assignments and variations thereof or any guarantee or security agreements therefor, of the properties leased by NGMI.

(z) **"Material Adverse Change"** means any change, occurrence, circumstance, event, state of facts or effect that, when considered either individually or in the aggregate:

(i) is, or would reasonably be expected to be, material and adverse to the business, operations, assets, liabilities or financial condition of NGMI, except to the extent that the material adverse effect results from or is caused by:

- (A) general economic, political or regulatory conditions or events in any of the geographical areas in which NGMI operates;
- (B) any change in the financial, banking, credit, debt, currency or capital markets in general, including changes in interest rates;
- (C) conditions generally affecting any industry (or any segment thereof) or any market in which NGMI operates;
- (D) acts of God, natural disasters, pandemics (including but not limited to COVID-19), epidemics, national or international political or social conditions, including the engagement in hostilities, whether commenced before or after the date hereof, and whether or not pursuant to the declaration of a national emergency or war (including any escalation or worsening of war), or the occurrence of any military or terrorist attack or other force majeure event; or
- (E) any changes from and after the date of this Agreement in applicable laws, or accounting rules or principles including, for greater certainty, changes in GAAP;

provided, that with respect to clauses (A) through (E), the exclusion shall not apply to the extent such matter has a materially disproportionate effect on NGMI relative to other comparable persons operating in the markets and/or industries in which NGMI operates;

(ii) has prevented or materially impaired, or would reasonably be expected to prevent or materially impair, the ability of NGMI or the Vendors to

consummate the transactions contemplated by this Agreement, excepting with respect to any change, occurrence, circumstance, event, state of facts or effect arising with respect to the COVID-19 pandemic having an effect on markets, industries or society generally.

- (aa) **“Material Contracts”** has the meaning specified in Section 3.15.
- (bb) **“Misrepresentation”** means an untrue statement of a material fact or an omission to state a material fact required or necessary to make the statements contained therein not misleading in light of the circumstances in which they are made.
- (cc) **“NGMI”** has the meaning specified in the preamble.
- (dd) **“Ordinary Course”** means, with respect to an action taken by NGMI, that such action is consistent with the past practices of NGMI, and is taken in the ordinary course of the normal day-to-day operations of the business of NGMI.
- (ee) **“Purchase Price”** means, subject to adjustment as set out herein, the aggregate purchase price payable by Pioneer for the Vendor Securities as calculated in Section 2.1.
- (ff) **“Permitted Leakage”** means:
 - (i) payments made by NGMI of salaries, consultant fees, directors’ fees, expenses, and awards, provided that such payments, awards or allocations arise in the ordinary course of business in force at the date of the Agreement;
 - (ii) payments made by NGMI to the extent that such payment has been previously approved by Pioneer; and
 - (iii) payment of all legal and advisory fees and expenses (both in the ordinary course of business and related to the Transaction Expenses).
- (gg) **“Pioneer”** has the meaning specified in the preamble.
- (hh) **“Pioneer Shares”** means common shares in the capital of Pioneer as presently constituted.
- (ii) **“Pre-Closing Tax Period”** means any Tax or fiscal period ending on (and including), or before, the Closing Date.
- (jj) **“Pro Rata Share”** means, with respect to each Vendor, such percentage set forth opposite such Vendor’s name on Schedule “A”.
- (kk) **“Related Party”** means the former, current and future directors, officers, employees, members, managers, equity holders, agents, partners, representatives, controlling persons, agents, advisors and successors and permitted assigns.
- (ll) **“Straddle Period”** means any Tax or fiscal period that begins on or before and ends after the Closing Date.

- (mm) **"Tax Act"** means the *Income Tax Act* (Canada).
- (nn) **"Tax Returns"** means any and all returns, reports, declarations, elections and claims for refund, filed or required to be filed in respect of Taxes, including any attachment thereto and any amendment thereof.
- (oo) **"Taxes"** means: (i) any and all taxes, duties, fees, excises, premiums, assessments, imposts, levies and other charges or assessments of any kind whatsoever imposed by any Governmental Entity, whether disputed or not, including income, gross receipts, branch profits, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, escheat, environmental, customs duties, capital stock, franchise, profits, withholding, social security, unemployment, disability, real property, personal property, sales, use, transfer, registration, ad valorem, value added, alternative or add-on minimum or estimated taxes; and (ii) all interest, penalties, fines, additions to tax or other additional amounts imposed by any Governmental Entity on or in respect of amounts of the type described in clause (i) above or this clause (ii).
- (pp) **"Transaction Expenses"** means, without duplication, the aggregate out-of-pocket fees and expenses not paid prior to the Closing Time, incurred by NGMI, the Vendors or their respective affiliates of investment bankers, legal counsel, accountants, consultants and other advisors (including any fees and expenses related to brokerage, commissions, finders or financial advisors) in connection with the transactions contemplated by this Agreement, and the consummation of the transactions contemplated hereby.
- (qq) **"Vendor"** and **"Vendors"** has the meaning specified in the preamble.
- (rr) **"Vendor Securities"** means all securities held by the Vendors in the capital of NGMI, directly or indirectly, representing, in the aggregate, all of the issued and outstanding securities of NGMI as at Closing.
- (ss) **"Vendors' Representative"** means Matthew Shaw.
- (tt) **"Virtual Currency"** means a digital unit that is used as a medium of exchange or a form of digitally stored value that generally may be recorded or transferred by means of a distributed ledger technology system, including digital units of exchange that (i) have a centralized repository or administrator, (ii) are decentralized and have no centralized repository or administrator or (iii) may be created or obtained by computing or manufacturing effort, including in each case, for the avoidance of doubt, (A) any cryptographic tokens, cryptographic coins, cryptographic currencies, or other cryptographic assets, digital assets or other, virtual or blockchain-based assets that function as a medium of exchange or a form of digitally stored value, and (B) options, or warrants to purchase any of the items described in the foregoing clause (A) or that are, or may become, convertible or exchangeable into or exercisable for (directly or indirectly) any of the items described in the foregoing clause (A).
- (uu) **"Virtual Currency Laws"** means all material legal or regulatory requirements in force as of the date of this Agreement that may be enforced by any Governmental Entity for activities involving Virtual Currency, including, but not limited to, (i) receiving virtual currency for transmission or transmitting Virtual Currency, (ii)

storing, holding, or maintaining custody or control of Virtual Currency on behalf of others, (iii) buying and selling Virtual Currency, (iv) performing exchange services, or (v) controlling, administering or issuing a Virtual Currency.

1.2 **Certain Rules of Interpretation.** In this Agreement, unless otherwise specified:

- (a) **Headings, etc.** The division of this Agreement into Articles and Sections and the insertion of headings are for convenient reference only and do not affect the construction or interpretation of this Agreement.
- (b) **Currency.** All references to dollars or to \$ are references to Canadian dollars.
- (c) **Gender and Number.** Any reference to gender includes all genders. Words importing the singular number only include the plural and vice versa.
- (d) **Certain Phrases and References, etc.** The words “including,” “includes” and “include” mean “including (or includes or include) without limitation,” and “the aggregate of,” “the total of,” “the sum of,” or a phrase of similar meaning means “the aggregate (or total or sum), without duplication, of.” Unless stated otherwise, “Article,” “Section,” and “Schedule” followed by a number or letter mean and refer to the specified Article or Section of or Schedule to this Agreement. The term “Agreement” and any reference in this Agreement to this Agreement or any other agreement or document includes, and is a reference to, this Agreement or such other agreement or document as it may have been, or may from time to time be, amended, restated, replaced, supplemented or novated and includes all schedules to it. The term “made available” means copies of the subject materials were provided to Pioneer.
- (e) **Capitalized Terms.** All capitalized terms used in any Schedule have the meanings ascribed to them in this Agreement.
- (f) **Knowledge and “threatened”.** Where any representation or warranty is expressly qualified by reference to the knowledge of a party, it is deemed to refer to the knowledge of that party after reasonable inquiry. Where any representation or warranty is expressly qualified by reference to the word “threatened,” it means threatened to the actual knowledge of the party providing that representation or warranty.
- (g) **Accounting Terms.** All accounting terms are to be interpreted in accordance with GAAP and all determinations of an accounting nature in respect of NGMI required to be made shall be made in a manner consistent with GAAP.
- (h) **Statutes.** Any reference to a statute refers to such statute and all rules and regulations made under it, as it or they may have been or may from time to time be amended or re-enacted, unless stated otherwise.
- (i) **Schedules.** The schedules attached to this Agreement form an integral part of this Agreement for all purposes of it.

1.3 **Vendors’ Representative.**

- (a) In order to administer efficiently the determination of certain matters under this Agreement, each of the Vendors hereby severally and irrevocable appoints the

Vendors' Representative as its representative, agent, proxy and attorney-in-fact, such designation and appointment being coupled with an interest, with full power of substitution, to take any action that is required under the Agreement or related ancillary documents to effectuate the completion of the transactions contemplated hereunder or to execute and deliver any documents on their behalf, and do and cause to be done all such acts and things as may be necessary or desirable in connection with this Agreement. Without limiting the generality of the foregoing, Vendors' Representative may, on its own behalf and on behalf of the Vendors:

- (i) negotiate, settle and deliver the final forms of any documents that are necessary or desirable to give effect to the transactions contemplated hereunder;
- (ii) give and receive all notices and communications on behalf of such Vendor in connection with this Agreement;
- (iii) make all decisions and take all actions relating to the respective rights, obligations and remedies of such Vendor under this Agreement, including to receive and send notices, to receive and deliver documents, to exercise, enforce or waive rights or conditions, to give releases and discharges, to seek indemnification on behalf of such Vendor, to defend against indemnification claims of Pioneer Indemnified Parties, and to negotiate, agree to, enter into settlements and compromises of, and comply with orders and awards of courts with respect to claims against such Vendor;
- (iv) amend, supplement or change this Agreement, or waive any provision hereof, including, without limitation, extending any time periods as may be contemplated herein, or terminating this Agreement; provided, that such amendment, supplement, change or waiver applies to all Vendors, based on their Pro Rata Share;
- (v) receive service of process on behalf of such Vendor in connection with any claims under this Agreement; and
- (vi) take all actions as are necessary or appropriate in judgement of the Vendors' Representative in connection with any of the foregoing, including retaining such counsel, accountants and other professional advisors as he reasonably deems necessary to assist him in the performance of his duties hereunder,

all in Vendors' Representative's absolute discretion, as it deems appropriate.

- (b) Pioneer may rely upon any decision, act, consent or instruction of the Vendors' Representative as being the decision, act, consent or instruction of each Vendor. Pioneer is hereby relieved from any liability to any Vendor for any acts taken by Pioneer in accordance with such decision, act, consent or instruction of the Vendors' Representative.
- (c) The Vendors' Representative shall be protected in acting upon any written notice, request, waiver, consent, certificate, receipt, statutory declaration or other paper or document furnished to him hereunder, not only as to its due execution, and the validity and effectiveness of its provisions, but also as to the truth and acceptability

of any information therein contained therein which the Vendors' Representative in good faith believes to be genuine and what it purports to be.

- (d) The Vendors will severally (and not jointly, or jointly and severally), based on their Pro Rata Share, defend, indemnify and hold harmless the Vendors' Representative from and against all claims, judgments, damages, liabilities, settlements, losses, costs and expenses, including legal fees, disbursements and charges, arising from or relating to the Vendors' Representative performance of its obligations hereunder, except with respect to claims relating to the fraudulent action or intentional misrepresentation of the Vendors' Representative.

ARTICLE 2 PURCHASE AND SALE

2.1 **Purchase/Sale.** Pioneer shall purchase all of the Vendor Securities held, legally or beneficially, directly or indirectly, by the Vendors, subject to the terms and conditions set forth in this Agreement, free and clear of any and all Encumbrances, in consideration of 4,000,000 Pioneer Shares, to be issued at a price of \$1.75 per share.

2.2 **Payment of the Purchase Price.** The issuance of Pioneer Shares under Section 2.1 to the Vendors shall be made in accordance with each Vendors' respective entitlements described in the Schedule "A". The Vendors represent and warrant that Schedule "A" is complete and accurate as at the date of this Agreement. The completeness and accuracy of Schedule "A" shall be the sole responsibility of the Vendors' Representative and the Vendors, and Pioneer shall have no responsibility or liability relating to the accuracy of Schedule "A" or any update or revision thereto, and Pioneer may assume the accuracy and completeness thereof without any obligation to make independent investigations regarding same.

2.3 **Withholding Taxes.** Notwithstanding anything to the contrary in this Agreement, Pioneer shall be entitled to deduct and withhold from any consideration otherwise payable or otherwise deliverable to any Vendor, or any other person under this Agreement or other ancillary agreements, such amounts as Pioneer is required or reasonably believe to be required to deduct and withhold from such consideration under any provision of any laws in respect of Taxes after consulting with the Vendor Representative. Any such amounts will be deducted, withheld and remitted from the amount payable pursuant to this Agreement or other ancillary agreement and shall be treated for all purposes under this Agreement as having been paid to the person in respect of which such deduction, withholding and remittance was made, provided that such deducted and withheld amounts are actually remitted to the appropriate Governmental Entity.

2.4 **Acknowledgements.** The Vendors each acknowledge that, upon presentation by Pioneer to the Vendor Representative, the Pioneer Shares may be subject to resale restrictions or escrow requirements under applicable laws or the policies of applicable securities exchanges, and that, if required by such laws or policies, the Vendors will deposit such Pioneer Shares in escrow, and will comply with such additional resale restrictions, on such terms as may be required.

2.5 **Lock-Up.** Each of the Vendors agree that it will not sell, assign or otherwise transfer the Pioneer Shares or any portion thereof received by it under Section 2.1 herein for a period of 24 months commencing from the Closing, nor grant any Encumbrance with respect to such Pioneer Shares, without the prior written consent of Pioneer. Notwithstanding the foregoing, commencing on that date which is 6 months from the Closing, 25% of the Pioneer Shares issued to the Vendors under Section 2.1 shall be released from the "lock-up" restrictions under this

Section 2.5, and an additional 25% of the Pioneer shares issued under Section 2.1 shall be similarly released from the “lock-up” restrictions under this Section 2.1 every 6 months thereafter as follows:

Date	Aggregate total number of Pioneer Shares released from the “lock-up” restrictions
6 months from the Closing	1,000,000
12 months from the Closing	2,000,000
18 months from the Closing	3,000,000
24 months from the Closing	4,000,000

ARTICLE 3 NGMI REPRESENTATIONS AND WARRANTIES

As of the date of this Agreement, NGMI represents and warrants to Pioneer as follows and acknowledges that Pioneer is relying upon these representations and warranties in connection with the completion of the transactions contemplated under this Agreement. Each exception to the following representations and warranties that is set out in the Schedules referenced is identified by reference to one or more specific individual sections of this Agreement and is only effective to create an exception to each specific individual section listed.

3.1 Corporate Status; Authorization; Enforceability.

- (a) NGMI is a corporation duly incorporated and validly existing under the laws of its incorporation, and has not been discontinued or dissolved under such laws. No steps or proceedings have been taken to authorize or require such discontinuance or dissolution.
- (b) NGMI has the capacity to enter into this Agreement and the documents to be delivered hereunder and the consummation of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate actions.
- (c) NGMI has the corporate power and capacity, as applicable, to own, operate or lease the properties and assets now owned, operated or leased by it and to carry on its business under applicable laws as it has been and is currently conducted.
- (d) This Agreement has been duly and validly executed and delivered by NGMI, and (assuming due authorization, execution and delivery by Pioneer and the Vendors), this Agreement and the documents to be delivered hereunder constitute legal, valid and binding obligations of NGMI enforceable against it in accordance with their respective terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, arrangement, moratorium or similar laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity).

3.2 **Required Authorizations.** There is no requirement for NGMI to make any filing with, give any notice to, or obtain any Authorization of, any Governmental Entity as a condition to the lawful completion of the transactions contemplated by this Agreement, or that relate solely to the identity of Pioneer or the nature of the business carried on by Pioneer prior to the completion of any of the transactions contemplated by this Agreement.

3.3 **Required Consents.** There is no requirement for NGMI to obtain any consent, approval or waiver of a party under any Lease or any agreement to which NGMI is a party to any of the transactions contemplated by this Agreement.

3.4 **Capitalization.**

- (a) Schedule 3.4(a) attached hereto sets forth the capital structure of NGMI, and its outstanding securities. All of the securities comprising the Vendor Securities have been duly authorized and are validly issued, fully paid and non-assessable. Upon consummation of the transactions contemplated by this Agreement, Pioneer will beneficially own all of the issued and outstanding securities of NGMI, free and clear of all Encumbrances.
- (b) There are no voting trusts or agreements, pooling agreements, shareholder agreements, operating agreements, proxies or other agreements or understandings in effect with respect to the voting or transfer of any of the Vendor Securities. NGMI does not own, or have any interest in any shares or have securities, or another ownership interest, in any other person or entity.
- (c) NGMI has not made any distributions, declared or paid any dividends or declared or made any other distribution on any of its securities and has not redeemed, purchased or otherwise acquired any of its securities or agreed to do so.

3.5 **No Conflicts; Consents.** The execution, delivery and performance by NGMI of its respective obligations under this Agreement and the documents to be delivered hereunder, and the consummation of the transactions contemplated hereby, do not and will not:

- (a) violate or conflict in any material respect with their respective articles of incorporation, by-laws, articles of organization, unanimous shareholder agreement or similar charter documents or agreements of NGMI;
- (b) violate or conflict in any material respect with any judgment, order, decree, statute, law, ordinance, rule or regulation applicable to NGMI;
- (c) conflict with in any material respect, or result in (with or without notice or lapse of time or both) any material violation of, or material default under, or give rise to a right of termination, acceleration or modification of any obligation or loss of any benefit under any contract or other instrument to which NGMI is a party; or
- (d) result in the creation or imposition of any Encumbrance on any properties or assets of NGMI.

No consent, approval, waiver or authorization is required to be obtained by NGMI from any person or entity (including any governmental authority) in connection with the execution, delivery and performance by NGMI of this Agreement and the consummation of the transactions contemplated hereby.

3.6 **Corporate Records.** The corporate records of NGMI, including all constating or organizational documents, minute books, registers, share, membership or unit certificates certificate books and all other similar documents and records ("**Corporate Records**") are substantially complete and accurate and all corporate proceedings and actions (including all meetings, passing of resolutions, transfers, elections and appointments) are reflected in the Corporate Records and have been conducted or taken in compliance with all applicable laws and

with the respective organizational documents of NGMI in all material respects. NGMI has not been subject to, or affected by, any unanimous shareholders agreement.

3.7 **Conduct of Business in Ordinary Course.** Since its incorporation, NGMI has operated its Business in the ordinary course, and without limiting the generality of the foregoing, NGMI has not:

- (a) sold, transferred or otherwise disposed of or diminished the value of any Assets used in the Business except for Assets which are obsolete and which individually or in the aggregate do not exceed \$10,000;
- (b) either made any capital expenditure or commitment to do so in excess of \$10,000;
- (c) discharged any obligation or liability (whether accrued, absolute, contingent or otherwise) which individually or in the aggregate exceeded \$10,000;
- (d) increased its Indebtedness for borrowed money or made any loan or advance, or assumed, guaranteed or otherwise became liable with respect to the liabilities or obligation of any person;
- (e) made any bonus or profit sharing distribution or similar payment of any kind or declared or paid any dividends except as may be required by the terms of a Material Contract;
- (f) removed or received a notice of resignation from any auditor or director or terminated any senior employee;
- (g) entered into any agreement with any person with whom it does not deal at arm's-length within the meaning of Tax Act;
- (h) written off as uncollectible any Accounts Receivable;
- (i) granted any general increase in the rate of wages, salaries, bonuses or other remuneration of any of its employees;
- (j) created any new Employee Plan for any employee;
- (k) cancelled or waived any material claims or rights;
- (l) compromised or settled any litigation, proceeding or other governmental action relating to the Assets, the Business or it;
- (m) cancelled or reduced any of its insurance coverage;
- (n) made any change in any method of accounting or auditing practice except as required by GAAP, or amended or approved any amendment to its respective organizational documents or capital structure;
- (o) made, changed or revoked any Tax election or adopted or changed any method of Tax accounting, settled or compromised any liability with respect to Taxes, consented to any extension or waiver of the limitation period applicable to any claim or assessment in respect of Taxes or changed any accounting period; or

- (p) authorized, agreed or otherwise committed, whether or not in writing, to do any of the foregoing.

3.8 **No Material Adverse Change.** Since its incorporation, there has not been any Material Adverse Change in the affairs, prospects, operations, Assets or condition of NGMI, and no event has occurred or circumstance exists which would reasonably be expected to result in such a Material Adverse Change.

3.9 **Compliance with Laws.** NGMI is conducting and has always conducted the Business and any past business in compliance with all applicable laws, including, to NGMI's knowledge, applicable Virtual Currency Laws and any applicable anti-money laundering laws, or applicable laws relating to the custody, exchange or transmission of Virtual Currencies, except as would not, individually or in the aggregate, reasonably be expected to be material to NGMI.

3.10 **Authorizations.** NGMI owns, holds, possesses or lawfully uses in the operation of the Business, all Authorizations which are necessary for it to conduct the Business or for the ownership and use of the Assets in compliance with all applicable laws. Each Authorization is valid, subsisting and in good standing, and NGMI is not in default or breach of any Authorization and no proceeding is pending or, to its knowledge, threatened to revoke or limit any Authorization. All Authorizations are, to the knowledge of NGMI, renewable by their terms or in the ordinary course of business without the need for NGMI to comply with any special rules or procedures, agree to any materially different terms or conditions or pay any amounts other than routine filing fees.

3.11 **Title to the Assets.**

- (a) NGMI owns (with good title) all of the properties and Assets that it purports to own including all the properties and Assets reflected as being owned by it in its respective financial Books and Records. NGMI has legal and beneficial ownership of the Assets free and clear of all Encumbrances. No other person owns any property or Assets used in the Business, excepting any personal property leased by NGMI or any Intellectual Property licensed to NGMI.
- (b) At the Closing Time, NGMI will own or will have the exclusive ability to access any Virtual Currency comprising the Assets held in cryptocurrency wallets or similar mediums of custody or exchange accounts, excepting Virtual Currency sold in the ordinary course of the Business.

3.12 **No Options, etc. to Purchase Assets.** No person has any agreement, option, right of first refusal or first offer, understanding, or any right or privilege capable of becoming such for the purchase or other acquisition of the Assets from NGMI.

3.13 **Owned Real Property.** NGMI has not ever and does not now own any real property or an interest therein.

3.14 **Leases.** There is no real property leased, subleased, licensed or otherwise occupied (but not owned) by NGMI.

3.15 **Material Contracts.** NGMI is not party to or bound by any of the following (each a "Material Contract"):

- (a) any continuing agreement involving the performance of services, delivery of goods or materials, or payments to or by it of an amount or value in excess of \$10,000;

- (b) any agreement that expires or may be renewed at the option of any person other than NGMI so as to expire more than one year after the date of this Agreement;
- (c) any trust indenture, mortgage, promissory note, loan agreement or other agreement for the borrowing of money, any currency exchange, interest rate, commodities or other hedging arrangement or any leasing transaction of the type required to be capitalized in accordance with GAAP or under which NGMI has created or incurred indebtedness;
- (d) any agreement of guarantee, support, indemnification, assumption or endorsement of, or any similar commitment with respect to, the obligations, liabilities (whether accrued, absolute, contingent or otherwise) or Indebtedness of any other person;
- (e) any agreement in respect of the Intellectual Property owned by, licensed to or used by NGMI;
- (f) any agreement for capital expenditures in excess of \$10,000 in the aggregate;
- (g) any confidentiality, secrecy, non-disclosure or exclusivity agreement or any agreement limiting the freedom of NGMI to engage in any line of business, set the material terms of its agreements, compete with any other person, solicit any persons for any purpose, operate the Assets at maximum production capacity or otherwise to conduct its business;
- (h) any agreement pursuant to which NGMI is a lessor of any machinery, equipment, motor vehicles, office furniture, fixtures or other personal property;
- (i) any distributor, sales, advertising, agency or manufacturer's representative agreement;
- (j) any agreement made out of the ordinary course including any agreement for the purchase of real property;
- (k) any agreement with any person with whom NGMI does not deal at arm's length within the meaning of the Tax Act; or
- (l) any agreement that is material to the Business.

3.16 **No Breach of Contracts.** With respect to agreements to which NGMI is a party, each such agreement is in full force and effect, unamended, and NGMI has not nor, to its knowledge, has the counterparty violated or breached, in any respect, any of the material terms or conditions of any such agreement, and to its knowledge, all the covenants to be performed by the parties to such agreements have been fully performed.

3.17 **Accounts Payable & Accounts Receivable.** The Accounts Payable and Accounts Receivable of NGMI (i) are or will be properly reflected in its respective books and records in accordance with GAAP, and (ii) represent bona fide legally enforceable claims for goods or services sold by NGMI in the ordinary course prior to the date of this Agreement and payable on ordinary terms (including terms substantially similar to those set forth in contracts thereto). None of its Accounts Receivable are subject to any setoffs or counter claims or any agreement for deduction, free services or goods, discount or other deferred price or quantity adjustment, other than in the ordinary course.

3.18 **Intellectual Property.**

- (a) To its knowledge, NGMI is not infringing upon, misappropriating or otherwise violating any copyrights or trade secrets or other Intellectual Property of any person, nor has NGMI done so since its incorporation, and (ii) NGMI has not received from any person any written notice, charge, complaint, claim or other written assertion alleging any such infringement, misappropriation, or other violation by NGMI of the Intellectual Property of any person. To its knowledge, no person is infringing, misappropriating, or otherwise violating its Intellectual Property in any manner.
- (b) NGMI has entered into written, binding, valid and enforceable contracts with every employee or independent contractor (past or present), or with every other person currently engaged in the creation of any Intellectual Property for NGMI, whereby, in each case, such employees, independent contractors and other persons presently assign to NGMI all of their right, title and interest in and to all Intellectual Property created or developed by such employees, independent contractors and other persons (or, in the case of any moral rights that are not capable of being assigned, irrevocably waive such moral rights for the benefit of NGMI, its successors and assigns).
- (c) To its knowledge, there has been no unauthorized disclosure of any trade secrets or proprietary information of NGMI.
- (d) Following the Closing, no Vendor or any affiliate of any Vendor will retain or use any of the Intellectual Property owned by, licensed to or used by NGMI in connection with the Business.

3.19 **Books and Records.** All of the accounting and financial Books and Records of NGMI are fully, properly and accurately kept and complete in all material respects. Such Books and Records and other data and information are not recorded, stored, maintained, operated or otherwise wholly or partly dependent upon or held by any means (including any electronic, mechanical or photographic process, whether computerized or not) which will not be available in the ordinary course.

3.20 **Ordinary Course.** Since its incorporation, NGMI:

- (a) has carried on its business in the normal course and without any material interruption or material alteration in the nature, scope or manner of its business;
- (b) has not experienced any material deterioration in its financial position, profitability or turnover and has not had its business or profitability materially and adversely affected by the loss of any important customer or source of supply;
- (c) has not acquired or disposed of or agreed to acquire or dispose of any assets, or assumed or incurred or agreed to assume or incur any material liabilities (actual or contingent) or entered into any long term, substantial or unusual transaction, in each case other than in the ordinary course of business;
- (d) has not declared, made or paid any dividend, bonus or other distribution of capital or income;

- (e) has not entered into any contract involving expenditure in an amount exceeding \$10,000 in respect of any one item; and
- (f) has paid its creditors within the times agreed with such creditors and does not have any debts outstanding to creditors which are overdue for payment beyond such agreed terms of payment.

3.21 **No Liabilities.** NGMI does not have any material liability or obligation of any nature of the type which would be required to be set forth in financial statements prepared in accordance with GAAP (whether known or unknown and whether absolute, accrued, contingent or otherwise) other than current liabilities incurred in the ordinary course of its Business (none of which is a liability for breach of contract, breach of warranty, tort, infringement violation, misappropriation, or that relates to any cause of action, claim or lawsuit).

3.22 **Employees.**

- (a) NGMI does not have, nor has it ever, any employees.
- (b) NGMI has provided Pioneer with current and complete copies of all agreements (including any amendments thereto) entered into by NGMI and its independent contractors.

3.23 **Employee Plans.** NGMI has not maintained and does not maintain any Employee Plans. NGMI has not agreed or committed to institute any plan, program, arrangement or agreement for the benefit of its employees or former employees.

3.24 **Litigation.** There have not been and are no actions, suits, proceedings, grievances, arbitrations, investigations, audits, or other alternative dispute resolution process involving NGMI pending, or, to its knowledge, threatened, against it. To its knowledge, there is no valid basis for any action, suit, proceeding, grievance, arbitration, investigation, audit, or other alternative dispute resolution process involving NGMI. NGMI is not subject to any judgment, order or decree entered in any lawsuit or proceeding nor has it settled any claim prior to being prosecuted in respect of it.

3.25 **Taxes.**

- (a) No material liability in respect of Taxes has been assessed, proposed to be assessed, incurred or accrued. NGMI has not received any refund of Taxes to which it is not entitled or has any liability for Taxes of another person under the Tax Act. There are no Encumbrances for Taxes on the Vendor Securities. There are no Encumbrances on for Taxes on the Assets.
- (b) NGMI will not be required to include any item of income in, or exclude any item of deduction from, taxable income for any taxable period (or portion thereof) ending after the Closing Date in accordance with the Tax Act as a result of transactions or events occurring before the Closing Date.
- (c) There are no outstanding agreements, arrangements, waivers or objections extending the statutory period or providing for an extension of time with respect to the assessment or reassessment of Taxes or the filing of any Tax Return by, or any payment of Taxes by, NGMI.

- (d) There are no claims, actions, suits, audits, proceedings, investigations or other actions pending or, to its knowledge, threatened against NGMI in respect of Taxes and, to its knowledge, there is no reason to expect that any such claim, action, suit, audit, proceeding, or, to its knowledge, investigation or other action may be asserted against NGMI by a Governmental Entity. NGMI is not negotiating any final or draft assessment or reassessment in respect of Taxes with any Governmental Entity and has not received any indication from any Governmental Entity that an assessment or reassessment is proposed or may be proposed in respect of any Taxes for any Pre-Closing Tax Period or Straddle Period.
- (e) NGMI has withheld and collected all amounts required by applicable laws to be withheld or collected by it on account of Taxes and has remitted all such amounts to the appropriate Governmental Entity within the time prescribed under any applicable laws.
- (f) No claim has ever been made by a Governmental Entity against NGMI in respect of Taxes in a jurisdiction where it does not file Tax Returns that NGMI is or may be subject to Tax by that jurisdiction.
- (g) The terms and conditions made or imposed in respect of every transaction (or series of transactions) between NGMI and any person that is not dealing at arm's length with it do not differ from those that would have been made between persons dealing at arm's length, and all documentation or records as required by applicable laws has been made or obtained in respect of such transactions (or series of transactions).
- (h) NGMI is not a party to or bound by any tax sharing agreement, tax indemnity obligation in favour of any person or similar agreement in favour of any person with respect to Taxes. NGMI has not entered into any settlement or arrangement with any Governmental Entity that would be binding on Pioneer or result in a material Tax liability for any period (or portion thereof) ending after the Closing Date.
- (i) NGMI is not party to any joint venture, partnership or other arrangement or contract that is treated as a partnership for income tax purposes in any jurisdiction.

3.26 **Privacy.** No person has made a claim, or to its knowledge, threatened to make a claim, regarding failure of NGMI to comply with any applicable privacy laws.

3.27 **Full Disclosure.** This Agreement does not (i) contain any untrue statement of a material fact in respect of NGMI's affairs, prospects, operations or condition, the Assets, the Business or the transactions contemplated herein, or (ii) omit any statement of a material fact necessary in order to make the statements in respect of, its affairs, prospects, operations or condition, the Vendor Securities, the Assets, the Business or the transactions contemplated by the Agreement contained herein or therein not misleading. There is no fact to its knowledge which materially and adversely affects NGMI's affairs, prospects, operations or condition, the Assets, the Vendor Securities, the Business or the transactions contemplated herein which has not been set forth in this Agreement.

3.28 **No Other Representations or Warranties.** Except for the representations and warranties made by NGMI in this Article 3 or elsewhere in this Agreement, NGMI does not make, and hereby disclaims, any other representations or warranties, whether written or oral.

ARTICLE 4
ADDITIONAL REPRESENTATIONS AND WARRANTIES OF THE VENDORS

Each Vendor, severally (and not jointly and severally), as to itself only, represents and warrants to Pioneer as follows and acknowledges that Pioneer is relying upon these representations and warranties with the purchase of the Vendor Securities.

4.1 **Incorporation and Qualification.** If the Vendor is a corporation, it is organized or incorporated, as applicable, and existing under the laws of the jurisdiction of its organization and has the corporate power and authority to enter into and perform its obligations under this Agreement and each of the ancillary agreements to which it is a party;

4.2 **Authorization.** If the Vendor is a corporation, the execution, delivery of and performance by such Vendor of this Agreement and each of the ancillary agreements to which it is a party and the consummation of the transactions contemplated by it have been duly authorized by all necessary corporate action on the part of such Vendor.

4.3 **No Conflict.** The execution, delivery and performance by such Vendor of this Agreement and the consummation of the transaction of purchase and sale contemplated by this Agreement and each of the ancillary agreements to which it is a party:

- (a) If the Vendor is a corporation, do not and will not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition) constitute or result in a violation or breach of, or conflict with, or allow any other person to exercise any rights under, any of the terms or provisions of such Vendor's constating documents or by-laws;
- (b) do not and will not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition) constitute or result in a breach or violation of, or conflict with or allow any other person to exercise any rights under, any of the terms or provisions of any agreements to which such Vendor is a party or pursuant to which any of its assets or property may be affected;
- (c) do not and will not result in a breach of, or cause the termination or revocation of, any Authorization held by the Vendor in connection with the ownership of the Vendor Securities or the operation of the Business; and
- (d) do not and will not result in the violation of any law.

4.4 **Required Consents.** There is no requirement to obtain any consent, approval or waiver of a party under any Lease or any agreement to which the Vendor is a party to any of the transactions contemplated by this Agreement.

4.5 **Execution and Binding Obligation.** This Agreement and each of the ancillary agreements to which it is a party has been duly executed and delivered by such Vendor, and constitutes a legal, valid and binding obligation of such Vendor enforceable against it in accordance with its terms subject only to any limitation under applicable laws relating to (i) bankruptcy, winding-up, insolvency, arrangement and other laws of general application affecting the enforcement of creditors' rights, and (ii) the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction;

4.6 **No Other Agreements to Purchase.** Except for Pioneer's rights under this Agreement, no person has any agreement, option or warrant or any right or privilege (whether by

law, pre-emptive or contractual granted by such Vendor) capable of becoming such for the purchase or acquisition from such Vendor of any Vendor Securities owned by such Vendor;

4.7 **Title to Vendor Securities.** Such Vendor owns that number of the Vendor Securities set out opposite its name in Schedule "A". The Vendor owns such Vendor Securities as the registered and beneficial owner with a good title, free and clear of all Encumbrances. Upon completion of the transactions contemplated by this Agreement, such Vendor will have transferred, directly or indirectly, to Pioneer good and valid title to such Vendor Securities, in each case free and clear of all Encumbrances.

4.8 **No Brokers.** Neither it nor any of its representatives has incurred any liability or obligation to any broker, agent, investment bank or other intermediary for any fee, commission or other similar payment in connection with the transactions contemplated by this Agreement.

4.9 **Jurisdiction of Tax Residence.** The Vendor is resident (for tax purposes) in the jurisdiction set out on such Vendor's signature page.

4.10 **Registration Instructions.** The Vendor's registration instructions for the Pioneer Shares issuable under Section 2.1 are set out opposite such Vendor's name in Schedule "A".

ARTICLE 5 PIONEER REPRESENTATIONS AND WARRANTIES

Pioneer represents and warrants to NGMI and the Vendors as follows and acknowledges that they are each relying upon these representations and warranties in connection with the completion of the transactions contemplated hereunder.

5.1 **Corporate Status; Authorization; Enforceability.** Pioneer is a corporation duly incorporated and validly existing under the laws of the Province of British Columbia and has not been discontinued or dissolved under such laws. No steps or proceedings have been taken to authorize or require such discontinuance or dissolution. Pioneer has the corporate power and capacity to enter into this Agreement and the documents to be delivered hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance by Pioneer of this Agreement and the documents to be delivered hereunder and the consummation by Pioneer of the transactions contemplated hereby have been duly authorized by all requisite corporate action on the part of Pioneer. This Agreement has been duly executed and delivered by Pioneer, and (assuming due authorization, execution and delivery by the Vendors and NGMI) this Agreement and the documents to be delivered hereunder constitute legal, valid and binding obligations of Pioneer enforceable against it in accordance with their respective terms.

5.2 **No Conflicts; Consents.** The execution, delivery and performance by Pioneer of this Agreement and the documents to be delivered hereunder, and the consummation of the transactions contemplated hereby, do not and will not violate or conflict with:

- (a) Pioneer's articles of incorporation, by-laws, or other organizational documents; or
- (b) any judgment, order, decree, statute, law, ordinance, rule or regulation applicable to it.

5.3 **Pioneer Shares.**

- (a) The Pioneer Shares issued pursuant to this Agreement will be, at the time of issuance, issued and outstanding as fully paid and non-assessable common shares in the capital of Pioneer.
- (b) Pioneer is a “reporting issuer” (as such term is defined under the *Securities Act* (British Columbia)) in the provinces of British Columbia, Alberta and Ontario, and is not included in a list of defaulting reporting issuers maintained by the securities regulators in such jurisdictions, and has not filed any material change reports on a confidential basis that are still maintained on a confidential basis. Pioneer’s common shares are listed for trading on the Exchange.
- (c) The offering, sale, issuance and delivery of the Pioneer Shares are exempt from prospectus and registration requirements under applicable securities laws. The issuance of such Pioneer Shares will be made in compliance with applicable corporate laws and securities laws.

5.4 **Legal Proceedings.** There is no action of any nature pending or, to Pioneer’s knowledge, threatened against Pioneer that challenges or seeks to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement. No event has occurred or circumstances exist that may give rise to, or serve as a basis for, any such action.

ARTICLE 6 COVENANTS

6.1 Conduct of Business Before Closing.

- (a) During the period beginning on the date of this Agreement and ending upon the earlier of (i) the Closing or (ii) the earlier termination of this Agreement in accordance with its terms, NGMI will conduct its Business diligently and prudently and to refrain from entering into any contract except in the ordinary course of business, or except with the prior written consent of Pioneer, or as necessary to comply with applicable laws.
- (b) Except with Pioneer’s prior written consent and notwithstanding any other provision in this Agreement, until the earlier of Closing and the time that this Agreement is terminated in accordance with its terms, NGMI shall not, directly or indirectly:
 - (i) adopt any change to its constating or organizational documents;
 - (ii) enter into a new line of business, or abandon or discontinue any existing lines of business;
 - (iii) acquire by merger or consolidation with, or by purchase of a substantial portion of the assets or equity securities of, or by any other manner, any business or any person or any division thereof or any material assets;
 - (iv) adopt any plan of merger, consolidation, reorganization, liquidation or dissolution, or file a petition in bankruptcy under any laws, or consent to the filing of any bankruptcy petition against it under any laws;
 - (v) declare or pay any dividends or other distributions, or redeem, purchase or otherwise acquire any of its shares, or agree to do so;

- (vi) make any capital expenditure which individually or in the aggregate exceeds \$10,000 per month;
- (vii) create, assume, incur or guarantee any Indebtedness or endorse the obligations or enter into any agreements to maintain the fiscal condition of any person, except for Indebtedness incurred in the ordinary course with a maturity of not more than one year, or fail to pay or discharge any Indebtedness due in accordance with its terms;
- (viii) commence, settle or compromise any material legal proceeding;
- (ix) issue any common shares, options, warrants, convertible securities, or oral agreements, understandings or commitments or any rights or privileges (whether by law, pre-emptive or contractual) capable of becoming an agreement, option or commitment, of any character relating to any securities in its capital;
- (x) split, combine, subdivide, reclassify, redeem, purchase or otherwise acquire, directly or indirectly, any of its issued and outstanding shares;
- (xi) increase the severance or termination pay, change in control, retention, stay or other similar bonus, or other compensation or benefits of any former or current director, officer, employee or independent contractor of NGMI;
- (xii) establish, adopt, or enter into any Employee Plan (or any plan, policy agreement, arrangement or program that would have constituted an Employee Plan if in effect on the date hereof) other than as required by law or pursuant to any Employee Plans or agreements in effect on the date hereof;
- (xiii) make any change in the key management structure of NGMI;
- (xiv) negotiate or enter into any collective bargaining agreement or other agreement with any labor union, labor organization or similar council or organization;
- (xv) (A) hire, engage or retain the employment or services of any employee or consultant, who will be paid annual cash compensation greater than \$10,000, (B) grant to any employee any increase in compensation or benefits in any form; (C) amend or terminate (other than for cause) the employment or services of any employee or consultant; (D) transfer any employee out of NGMI; (E) enter into or amend any severance, change of control or termination agreement with any employee, officer or director; (F) increase the benefits payable under any existing severance or termination pay agreements or policies with any employee, officer or director; or (G) increase, or announce or promise an increase in, the compensation or benefits of any of its employees, officers, directors, or consultants;
- (xvi) make any material change in its policies with respect to the payment of accounts payable or accrued expenses, or the collection of Accounts Receivable or other receivables, other than as required by law or GAAP;

- (xvii) make any material change in its cash management practices or in its financial, tax or accounting methods, principles or practices, except as required by law or GAAP;
- (xviii) sell, license, lease, transfer, assign, abandon or otherwise dispose of any of its material assets;
- (xix) sell, license, transfer, assign, abandon, dedicate to the public, permit to lapse or otherwise dispose of any Intellectual Property material to the Business;
- (xx) make any material change in the manner in which it generally extends discounts or credits to clients inconsistent with the ordinary course;
- (xxi) amend, terminate, modify, restate, supplement or waive any material rights under any Material Contract except in the ordinary course in compliance with the terms thereof;
- (xxii) enter into or amend any Material Contract;
- (xxiii) make, revoke or change any material Tax election, settle or compromise any material claim, notice, audit report or assessment in respect of Taxes; change any annual Tax accounting period; adopt or change any method of Tax accounting; file any amended Tax Return; enter into any Tax allocation agreement, Tax sharing agreement, Tax indemnity agreement or closing agreement relating to any Tax; surrender any right to claim a material Tax refund; or consent to any extension or waiver of the statute of limitations period applicable to any Tax claim or assessment;
- (xxiv) to the extent not already contemplated in this Section 6.1, enter into any transactions with persons at non-arm's length (as interpreted by the Tax Act) to NGMI; or
- (xxv) enter into any agreement or otherwise make a commitment to do any of the foregoing.

6.2 Actions to Satisfy Closing Conditions. Each of the Vendors, NGMI and Pioneer will take or cause to be taken all actions that are within its power to control, and will make all commercially reasonable efforts to cause other actions to be taken which are not within its power to control, so as to ensure its compliance with, and satisfaction of, all conditions in Article 6 that are for the benefit of the other parties to this Agreement.

6.3 Due Diligence. NGMI will provide Pioneer and its advisors with reasonable access to, and copies of, all records, books, corporation records, contracts, and other documents which Pioneer may reasonably request prior to the Closing Date of the transaction in order for Pioneer to satisfy itself as to all matters relating to the business, assets, operations and liabilities of NGMI.

6.4 Further Assurances. Following the Closing, each of the parties hereto will execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the documents to be delivered hereunder.

6.5 **Pioneer Covenants.** Pioneer hereby covenants to the Vendors, and acknowledges that each of them is relying on such covenants in connection with the completion of the transactions contemplated hereunder, that Pioneer will:

- (a) duly and validly create, authorize and issue the Pioneer Shares;
- (b) have the Pioneer Shares as fully paid and non-assessable common shares in the capital of Pioneer with attributes corresponding in all material respects to the descriptions set forth in this Agreement.

6.6 **Exclusive Dealing.** Up to earlier of the Closing or the termination of this Agreement pursuant to Article 8 herein (the “**Exclusive Dealing End Time**”), NGMI and the Vendors will not take any action, directly or indirectly, to encourage, initiate or engage in discussions or negotiations with, or provide any information to any person, other than Pioneer, concerning any purchase, assignment or transfer of any securities (including but not limited to the Vendor Securities) or assets of NGMI or any merger, sale or similar transaction involving NGMI, and will ensure that NGMI does not take any such action, and, for the same period, the Vendors will not enter into any agreement, arrangement or understanding requiring them to abandon, terminate or fail to consummate the transactions or breach this Agreement.

6.7 **Locked Box Accounts.**

- (a) In addition to and not in substitution of any other covenants provided for herein this Agreement, NGMI covenants that, during the period (the “**Locked Box Period**”) commencing from the date of this Agreement and ending on the earlier of the Closing Date or the date on which this Agreement is earlier terminated in accordance with the terms herein, no Leakage shall occur, other than Permitted Leakage, that may reduce the aggregate cash held by NGMI as at the date of this Agreement.
- (b) NGMI will immediately notify Pioneer in writing if there has been any Leakage.
- (c) If, during the Locked Box Period, Pioneer becomes aware that there has been any Leakage in excess of \$10,000, it may, in its absolute discretion and without prejudice to any other remedy it may have elect not to proceed to complete the transactions contemplated under the Agreement and to serve written notice on the Vendors’ Representative terminating this Agreement.
- (d) In the event that Leakage that is not Permitted Leakage occurs in excess of \$10,000 in the aggregate, the number of Pioneer Shares issuable under Section 2.1 shall be decreased on a dollar for dollar basis (from first dollar) as Pioneer so elects for:
 - (i) an amount equal to the amount paid by or the amount of any obligation or liability incurred by NGMI in relation to any Leakage;
 - (ii) any incremental Tax liability attributable to any Leakage;
 - (iii) to the extent not covered by Section 6.7(d)(i) or (ii), the amount necessary to put Pioneer into the position it would have been in if the Leakage had not occurred; or

- (iv) to the extent not covered by Section 6.7(d)(i), (ii) or (iii), all Damages incurred by Pioneer or NGMI (as the case may be) arising, directly or indirectly, from the Leakage.

In the event that the number of Pioneer Shares should be adjusted downwards pursuant to this Section 6.7(d), the value of the Pioneer Shares shall be deemed to be \$1.75 per share for the purposes of such adjustment.

ARTICLE 7 CLOSING CONDITIONS

7.1 Closing. The Closing will be subject to the terms and conditions of this Agreement and will take place electronically, at 11:59PM Vancouver time, on the date that the last of the conditions to the Closing set forth in Article 7 have been satisfied or waived (other than conditions which, by their nature, are to be satisfied on the Closing Date) or at such other time or on such other date or at such other place as the Vendors' Representative and Pioneer may mutually agree upon in writing.

7.2 Transactions to be Effected at the Closing.

- (a) At the Closing, Pioneer will deliver to the Vendors' Representative:
 - (i) evidence in a form satisfactory to the Vendors' Representative, acting reasonably, of issuance of the Pioneer Shares described in Section 2.1 herein;
 - (ii) evidence in a form satisfactory to the Vendors' Representative, acting reasonably, that Pioneer's board of directors has approved the transactions contemplated by this Agreement; and
 - (iii) all other agreements, documents, instruments or certificates required to be delivered by Pioneer under this Article 7 or elsewhere in this Agreement.
- (b) At the Closing, the Vendors' Representative will deliver to Pioneer:
 - (i) certificates representing the Vendor Securities, free and clear of all Encumbrances;
 - (ii) resignations of all directors and officers of NGMI, if and as directed by Pioneer; and
 - (iii) all other agreements, documents, instruments or certificates required to be delivered by the Vendors under this Article 7 or elsewhere in this Agreement.

7.3 Mutual Conditions Precedent. The parties are not required to complete the transactions contemplated hereunder unless each of the following conditions are satisfied on or prior to the Closing Time, which conditions may only be waived, in whole or in part, subject to applicable laws, by the mutual consent of the Vendors' Representative and Pioneer:

- (a) **Approvals.** Pioneer shall have received all necessary prior approvals (including, but not limited to the approvals of the Exchange) with respect to the transactions contemplated in the Agreement.

- (b) **Illegality.** No law is in effect that makes the consummation of the transactions contemplated in the Agreement illegal or otherwise prohibits or enjoins Pioneer, any Vendor or NGMI from consummating such transactions.

7.4 **Conditions for the Benefit of Pioneer.** The obligation of Pioneer to complete the transactions contemplated in the Agreement will be subject to the fulfilment of the following conditions at or before the time of Closing:

- (a) **Representations, Warranties and Covenants.** The representations and warranties of NGMI and the Vendors made in this Agreement, and any other agreement or document delivered pursuant to this Agreement, will be true and accurate at the time of Closing with the same force and effect as though those representations and warranties had been made as of the time of Closing. The Vendors and NGMI will have also complied with all covenants and agreements to be performed or caused to be performed by each of them under this Agreement, and any other agreement or document delivered pursuant to this Agreement, at or before the time of Closing.
- (b) **Due Diligence.** Pioneer being satisfied, acting reasonably, with its due diligence review of NGMI up until the Closing Date.
- (c) **Conducting Business in Normal Course.** From the date of this Agreement, NGMI will conduct its business operations in the Ordinary Course with the absence of any material adverse change in, among other things, the financial condition, operations, assets or affairs of NGMI until the Closing Date.
- (d) **Indebtedness.** Pioneer having received from or on behalf of NGMI confirmation to Pioneer's satisfaction, acting reasonably, that there are no Accounts Payable, Indebtedness and Transaction Expenses of NGMI outstanding.
- (e) **Closing Documentation.** Pioneer will have received from or on behalf of the Vendors and NGMI the following closing documentation:
 - (i) certificates for the Vendor Securities;
 - (ii) certified copy of resolutions of the directors of NGMI authorizing the completion of the transactions contemplated hereunder;
 - (iii) duly executed resignations effective as at the time of Closing of each director and officer of NGMI if and as specified by Pioneer;
 - (iv) all books and records of and related to NGMI and the Business; and
 - (v) all other necessary documentation, including consents (including creditors' consents, if any), resolutions (including shareholders' resolutions, if any), approvals, waivers, including waivers of pre-emptive rights, and authorizations, required to complete the transactions as provided for in and contemplated under this Agreement.

Without derogating from Pioneer's rights or obligations under this Agreement, it is agreed that Pioneer will act in good faith to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable under applicable law to satisfy, or cause to be

satisfied, all of the conditions set forth in this Section 7.4, and to consummate the transactions contemplated under this Agreement as promptly as practicable.

7.5 **Waiver of Conditions by Pioneer.** The conditions set forth in Section 7.4 are for the exclusive benefit of Pioneer and may be waived by Pioneer in writing in whole or in part on or before the Closing Date.

7.6 **Conditions for the Benefit of the Vendors.** The obligation of the Vendors to complete or cause to complete the sale of the Vendor Securities will be subject to the fulfillment of the following conditions at or before the time of Closing:

- (a) **Representations, Warranties and Covenants.** The representations and warranties of Pioneer made in this Agreement, and any other agreement or document delivered pursuant to this Agreement will be true and accurate at the time of Closing with the same force and effect as though those representations and warranties had been made as of the time of Closing. Pioneer will have also complied with all covenants and agreements to be performed or caused to be performed by each of them under this Agreement, and any other agreement or document delivered pursuant to this Agreement, at or before the time of Closing.
- (b) **Material Adverse Change.** The absence of any material adverse change in, among other things, the financial condition, operations, assets or affairs of Pioneer until the Closing Date.
- (c) **Closing Documentation.** The Vendors' Representative will have received from or on behalf of Pioneer the following closing documentation:
 - (i) evidence in a form satisfactory to the Vendors' Representative, acting reasonably, of issuance of the Pioneer Shares described in Section 2.1 herein; and
 - (ii) certified copy of resolutions of Pioneer's directors authorizing the completion of the transactions contemplated hereunder.

7.7 **Waiver of Conditions by the Vendors.** The conditions set forth in Section 7.6 are for the exclusive benefit of the Vendors and may be waived by Vendors' Representative, in writing in whole or in part on or before the Closing Date.

ARTICLE 8 TERMINATION

8.1 **Termination.**

- (a) This Agreement may be terminated at any time before the Closing:
 - (i) by the mutual written consent of the Vendors' Representative and Pioneer;
 - (ii) by Pioneer by written notice to Vendors' Representative, if:
 - (A) Pioneer is not then in material breach of any provision of this Agreement and there has been a material breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by the Vendors, Vendors' Representative or

NGMI under this Agreement that would give rise to the failure of any of the conditions specified in Article 7 and such breach, inaccuracy or failure cannot be cured by the Vendors on or before Closing; or

- (B) any of the conditions set forth in Section 7.3 or 7.4 will not have been fulfilled on or before Closing, unless such failure will be due to the failure of Pioneer to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it before the Closing;
- (iii) by Vendors' Representative by written notice to Pioneer if:
 - (A) none of the Vendors nor NGMI are then in material breach of any provision of this Agreement and there has been a material breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by Pioneer under this Agreement that would give rise to the failure of any of the conditions specified in Article 7 and such breach, inaccuracy or failure cannot be cured by Pioneer on or before Closing; or
 - (B) any of the conditions set forth in Section 7.3 or 7.6 will not have been fulfilled on or before Closing, unless such failure will be due to the failure of a Vendor or NGMI to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it before the Closing.
- (b) In the event of the termination of this Agreement in accordance with this Article 8, this Agreement will forthwith have no further force or effect and there will be no liability on the part of any party hereto except:
 - (i) as set forth in this Article 8; and
 - (ii) that nothing herein will relieve any party hereto from liability for any intentional breach of any provision hereof.

ARTICLE 9 INDEMNIFICATION

9.1 **Survival.** All representations, warranties, covenants and agreements contained herein and all related rights to indemnification will survive the Closing.

9.2 **Indemnification by Vendors.** Subject to the other terms and conditions of this Article 9, the Vendors will severally (and not jointly, or jointly and severally), defend, indemnify and hold harmless Pioneer, its affiliates and their respective shareholders, directors, officers and employees (collectively the "**Pioneer Indemnified Parties**") from and against all Damages arising from or relating to any:

- (a) Inaccuracy in or breach of any of the representations or warranties of NGMI contained in this Agreement or in any document to be delivered by such Vendor hereunder; or

- (b) Breach or non-fulfillment of any covenant, agreement or obligation to be performed by NGMI or the Vendors under this Agreement or any document to be delivered hereunder.

Additionally, with respect to the representations or warranties of each Vendor provided under Article 4, such Vendor shall only severally (and not jointly and severally), as to itself only, indemnify and hold harmless the Pioneer Indemnified Parties with respect to any Damages arising from or relating to any inaccuracies in or breaches of such representations or warranties.

9.3 Indemnification by Pioneer. Subject to the other terms and conditions of this Article 9, Pioneer will defend, indemnify and hold harmless the Vendors, NGMI and its affiliates and shareholders, members, managers, directors, officers and employees from and against all claims, judgments, damages, liabilities, settlements, losses, costs and expense, including legal fees, disbursements and charges, arising from or relating to any:

- (a) inaccuracy in or breach of any of the representations or warranties of Pioneer contained in this Agreement or in any document to be delivered hereunder; or
- (b) breach or non-fulfillment of any covenant, agreement or obligation to be performed by Pioneer under this Agreement or any document to be delivered hereunder.

9.4 Tax Treatment of Indemnification Payments. All indemnification payments made by the Vendors under this Agreement will be treated by the parties as an adjustment to the Purchase Price for tax purposes, unless otherwise required by law.

9.5 Materiality. For purposes of determining the amount of any losses that are the subject matter of a claim for indemnification under this Article 9, each representation and warranty in this Agreement will be read without regard and without giving effect to the term “material” or “material adverse effect” (fully as if any such word or phrase were deleted from such representation or warranty).

9.6 One Recovery and Mitigation. Any indemnified party will not be entitled to double recovery for any claim even though the claim may have resulted from the breach of more than one of the representations, warranties, agreements and covenants made by the indemnifying party in this Agreement.

9.7 No Consequential Damages. Notwithstanding anything to the contrary elsewhere in this Agreement, no party shall, in any event, be liable to any other person for any consequential, incidental, indirect, special or punitive Damages of such other Person, including loss of future revenue, income or profits, losses based on a multiple of revenue, earnings or profits, losses based on diminution of value or loss of business reputation or opportunity relating to the breach or alleged breach hereof.

9.8 Good Faith; Mutual Cooperation. An indemnifying party and an indemnified party hereunder shall reasonably cooperate with each other with respect to resolving any claim or liability with respect to which a party is obligated to indemnify the other party hereunder, including by making all commercially reasonable efforts to mitigate or resolve any such claim or liability or Damages related thereto.

ARTICLE 10 RELEASE

10.1 **Release.** Each Vendor acknowledges and agrees, on behalf of himself, herself or itself and each of his, her or its trustees, heirs, beneficiaries, estates, executors, administrators, successors and assigns, (each, a “**Releasor**”) that:

- (a) The Releasor hereby irrevocably and unconditionally releases NGMI, Pioneer, and their representatives (collectively, the “**Releasees**”) from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages or causes of action, suits, rights, demands, costs, losses, debts and expenses (including reasonable legal fees and costs incurred) of any nature whatsoever, known or unknown, suspected or unsuspected, that the Releasor may have had in the past, may now have or may have in the future relating to the Releasor’s relationship with NGMI (collectively, “**Claims**”); provided, that, the foregoing release shall not cover Claims arising from rights of Releasor under or to: (i) any unpaid wages, benefits or reimbursable expenses accrued in the ordinary course of business of NGMI; (ii) any indemnification or other protections owing to Releasor under the constating documents of NGMI or herein; (iii) enforce the Releasor’s rights under this Agreement or any other agreement or document contemplated herein, including but not limited to the Releasor’s right to receive certain Pioneer Shares as provided herein; or (iv) any claim that cannot be waived as a matter of law.
- (b) The Releasor represents and acknowledges that he, she or it has read this release and understands its terms and has been given an opportunity to ask questions of NGMI’s representatives. The Releasor further represents that in signing this release he, she or it does not rely, and has not relied, on any representation or statement not set forth in this release made by any representative of NGMI or anyone else with regard to the subject matter, basis or effect of this release or otherwise except such representations and warranties set forth in this Agreement.

ARTICLE 11 MISCELLANEOUS

11.1 **Expenses.** All costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby will be paid by the party incurring such costs and expenses.

11.2 **Notices.**

- (a) All notices, requests, consents, claims, demands, waivers and other communications hereunder will be in writing and will be deemed to have been given on the date sent by email of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient.
- (b) Such communications must be sent to the respective parties at the following email addresses (or at such other email address for a party as will be specified in a notice given in accordance with this Section 11.2):

If to the Vendors or NGMI:

NGMI Labs Inc.
3598 Creery Avenue
West Vancouver, BC
V7V 2M1
Attention: Matthew Shaw

Phone: 778 822 4547
Email: mattshaw2012@gmail.com

If to Pioneer:

Pioneer Media Holdings Inc.
D25 - 1525 Coal Harbour Quay
Vancouver, British Columbia V6G 3E7
Attention: Mike Edwards

Phone: 604 902 3530
Email: mike@initiogroup.com

11.3 **Headings.** The headings in this Agreement are for reference only and will not affect the interpretation of this Agreement.

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

11.5 **Entire Agreement.** This Agreement and documents to be delivered hereunder constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement and the documents to be delivered hereunder, the Schedules (other than an exception expressly set forth as such in the Schedules), the statements in the body of this Agreement will control.

11.6 **Successors and Assigns.** This Agreement will be binding upon and will enure to the benefit of the parties hereto and their respective successors and permitted assigns. No party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent will not be unreasonably withheld or delayed. No assignment will relieve the assigning party of any of its obligations hereunder.

11.7 **No Third Party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or will confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

11.8 **Amendment and Modification; Waiver.** This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party will operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to

exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

11.9 **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

11.10 **Forum Selection.** Any action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby may be brought in the courts of the Province of British Columbia, and each party irrevocably submits and agrees to attorn to the non-exclusive jurisdiction of such courts in any such action or proceeding.

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

IN WITNESS WHEREOF, the parties hereto, each acting under due and proper authority and intending to be legally bound, have executed this Agreement as of the date first written above.

Execution pages follow.

PIONEER MEDIA HOLDINGS INC.

"Mike Edwards"

Per: _____
Authorized Signatory
Name: MIKE EDWARDS
Title: DIRECTOR

NGMI LABS INC.

"Matthew Shaw"

Per: _____
Authorized Signatory
Name: MATTHEW SHAW
Title: DIRECTOR

1291233 B.C. LTD.

"Gregory Peacock"

Per: _____
Authorized Signatory
Name: *Gregory Peacock*
Title: *Director*

1297379 B.C. LTD.

"James Sloss"

Per: _____
Authorized Signatory
Name: *James Sloss*
Title: *President*

PANIOLO VENTURES INC.

"Brad Roark"

Per: _____
Authorized Signatory
Name: *Brad Roark*
Title: *Director*

POMA ENTERPRISES LTD.

"Matthew Shaw"

Per: _____
Authorized Signatory
Name: *Matthew Shaw*
Title: *President*

SCHEDULE A VENDORS

Name and Address of Vendor	Number of Vendor Securities	Number of Pioneer Shares to be Issued pursuant to Section 2.1 of the Agreement
1291233 B.C. Ltd.	1,500,000 common shares	857,143
1297379 B.C. Ltd.	1,500,000 common shares	857,143
Poma Enterprises Ltd.	2,000,000 common shares	1,142,857
Paniolo Ventures Inc.	2,000,000 common shares	1,142,857
TOTAL	7,000,000 common shares	4,000,000

SCHEDULE 3.4(a)
CAPITAL STRUCTURE

NGMI's capital structure is comprised of an unlimited number of common shares, of which 7,000,000 are outstanding as at the date of the Agreement. No options, warrants or securities convertible or exercisable into common shares are outstanding.