

SHARE EXCHANGE AGREEMENT

between

UNIQUE RESOURCES CORP.

- and -

BEE VECTORING TECHNOLOGY INC.

- and -

**THE SELLING SECURITYHOLDERS
NAMED IN SCHEDULE 2.1 TO THIS AGREEMENT**

May 29, 2015

TABLE OF CONTENTS

Article 1 - INTERPRETATION	4
1.1 Definitions.....	4
1.2 Schedules.....	9
1.3 Schedule References	9
1.4 Canadian Dollars	10
1.5 Extended Meanings	10
1.6 Entire Agreement, Amendments and Waivers	10
1.7 Headings.....	10
1.8 Successors and Assigns.....	10
Article 2 - PURCHASE OF THE PURCHASED SECURITIES	10
2.1 Purchase of Purchased Securities for Exchanged Shares	10
2.2 Delivery of Purchased Securities and the Exchanged Shares	10
2.3 Tax Matters	11
2.4 Hold Periods and Escrow	11
Article 3 -	11
REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE VENDORS AND BVT	11
3.1 Representations, Warranties and Covenants of the Vendors	11
3.2 Survival of Vendor's Representations and Warranties	12
3.3 Representations, Warranties and Covenants of BVT	12
3.4 Representation and Warranty of Michael Collinson	20
3.5 Survival of BVT and Michael Collinson's Representations and Warranties.....	20
Article 4 - REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE PURCHASER.....	20
4.1 Representations, Warranties and Covenants of UQ	20
4.2 Survival of UQ's Representations and Warranties	29
Article 5 - Conditions to Obligation to Close	29
5.1 Conditions to the Obligations of UQ.....	29
5.2 Conditions to the Obligations of BVT and the Vendors.	31
5.3 Rescission and Termination	33
Article 6 - COVENANTS.....	33
6.1 Filings.....	33
6.2 Vendors Indemnity.....	34
6.3 Michael Collinson Indemnity.....	34
6.4 BVT Indemnity.	34
6.5 UQ Indemnity.....	35
6.6 Notice of Claim	35
6.11 Tax Information.....	37
6.12 Tax Assessments.....	37
6.13 Cumulative Rights	37
Article 7 - CLOSING.....	37
7.1 Closing and Closing Date.....	37
Article 8 - RECORDS.....	38
8.1 Access to Premises and Records of BVT	38

8.2	Access to Premises and Records of UQ	38
Article 9 - INTERIM OPERATIONS.....		38
9.1	BVT Carrying on Business to Closing.....	38
9.2	UQ's Activities to Closing.....	39
9.3	Transaction Documents.....	40
Article 10 - GENERAL		40
10.1	Expenses	40
10.2	Documents and Information Confidential	40
10.3	Time of the Essence.....	40
10.4	Governing Law	40
10.5	Counterparts and Delivery	40
10.6	Notices	41
10.7	Enurement.....	42
10.8	Further Assurances	42
10.9	Public Announcement.....	42
10.10	Power of Attorney	42

THIS SHARE EXCHANGE AGREEMENT is made effective as of the 29th day of May, 2015

BETWEEN:

UNIQUE RESOURCES CORP., a corporation incorporated under the laws of British Columbia (“**UQ**”, or the “**Purchaser**”)

- and -

BEE VECTORING TECHNOLOGY INC., a corporation incorporated under the laws of Ontario (“**BVT**”)

- and -

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

WHEREAS the Vendors are the registered and beneficial holders of, in the aggregate and individually as set forth opposite their respective names in the attached Schedule 2.1, all of the issued and outstanding BVT Shares, Interest Bearing Convertible Debentures, Non-Interest Bearing Convertible Debentures, and the Chelsian Note (all as defined herein) (collectively, the “**Purchased Securities**”);

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

AND WHEREAS UQ and the Vendors wish to exchange securities on the terms and conditions contained in this Agreement for the purpose of effecting a “Reverse Take-Over” of UQ within the meaning of the Policy (as defined herein);

AND WHEREAS following such exchange of shares, UQ will directly own all of the Purchased Securities (as defined herein) and the Vendors will, in the aggregate, own a sufficient number of post-Consolidation UQ Shares (as defined herein) so as to collectively exercise control over UQ;

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

ARTICLE 1 - INTERPRETATION

1.1 Definitions

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

- (a) “**Agent**” means Canaccord Genuity Corp.

- (b) **“Agreement”** means this agreement and includes any agreement amending this agreement or any agreement or instrument which is supplemental or ancillary thereof, and the expressions “above”, “below”, “herein”, “hereto”, “hereof” and similar expressions refer to this Agreement;
- (c) **“Assets”** means all of the right, title, estate and interest in and to BVT or UQ’s, as applicable, property and assets, real and personal, moveable and immoveable, of whatsoever nature and kind and wheresoever situate;
- (d) **“Business”** means the business currently carried on by BVT which involves primarily but is not limited to the development of a patent-pending bee vectoring technology which uses pollinators, such as bumble bees or honey bees, to deliver pesticides and fertilizers to flowering plants;
- (e) **“Business Permits”** means all licenses, permits and similar rights and privileges that are required and necessary under applicable legislation, regulations, rules and orders for BVT to own the Assets and operate the Business or for the status and qualification of BVT to carry on the Business;
- (f) **“BVT”** means Bee Vectoring Technology Inc., a corporation incorporated under the *Business Corporations Act* (Ontario);
- (g) **“BVT Documents”** means all contracts, agreements, documents, permits, licenses, leases, appraisals, certificates, plans, drawings, specifications, reports, compilations, analysis, studies, financial statements, budgets, market surveys, minute books, corporate records and any other documents or information of whatsoever nature relating to BVT, the Business or the Assets and any and all rights in relation thereto;
- (h) **“BVT Financial Statements”** means the audited financial statements of BVT for the fiscal years ended September 30, 2012, 2013 and 2014, and the unaudited financial report for the 3 months ended December 31, 2014, copies of which are attached to the Filing Statement;
- (i) **“BVT Intellectual Property”** means all Intellectual Property used in the Business, including but not limited to the Intellectual Property listed in Schedule 3.3(1)(II) hereto;
- (j) **“BVT Leases”** means all leases of real property of BVT as set forth in Schedule 3.3(d) hereto;
- (k) **“BVT Material Contracts”** means any contract, agreement (written or oral) commitment, indenture, or other instrument to which BVT is bound and which is material to the Business, and which involves a price, consideration or revenue stream of more than \$100,000, including those entered into in the ordinary course of business, or which could materially affect the Assets, or Business or financial condition of BVT, as set forth in Schedule 3.3(1)(I) hereto;
- (l) **“BVT Permitted Encumbrances”** means those security interests charging the Assets as set forth in the BVT Financial Statements and as more specifically set forth in Schedule 3.3(1)(c) hereto;
- (m) **“BVT Shares”** means the common shares in the capital of BVT, of which 189 are issued and outstanding as at the date hereof;
- (n) **“Certificate”** means a written certificate of a matter or matters of fact which, if required by a corporation, shall be made by a duly authorized officer of such corporation;
- (o) **“Chelsian Note”** means a non-interest bearing demand promissory note from BVT to Chelsian Sales & Marketing Inc., as amended, in the aggregate principal amount of \$244,846,

which by its terms shall be exchanged for 1,224,230 post-Consolidation UQ Shares on Closing;

- (p) **“Closing”** means the closing of the Transaction;
- (q) **“Closing Date”** means the day that the Transaction closes, which shall not be prior to the date upon which all regulatory approvals have been obtained for the transactions described herein, and including, specifically, the approval of the Exchange for the Transaction and the satisfaction or waiver of all of the conditions contained in this Agreement;
- (r) **“Commercial Software Licenses”** means “shrink-wrap”, “web-wrap”, “click-wrap” or other similar generic licenses for commercially available software available to the public through retail dealers;
- (s) **“Concurrent Offering”** means a brokered private placement by UQ of a minimum of 12,400,000 Subs Receipts at a price per Sub Receipt of \$0.25 on a post-consolidation basis for aggregate cash proceeds to UQ of a minimum of \$3,100,000, plus the Over-allotment Option which may be exercised for up to an additional 3,600,000 Sub Receipts for cash proceeds of \$900,000;
- (t) **“Consolidation”** means the share consolidation of all the UQ Shares on the basis of 1 post consolidation common share for every 2.4 pre consolidation common shares issued and outstanding;
- (u) **“Counsel”** means any barrister, solicitor or attorney or a firm thereof retained by the Purchaser, BVT, or the Vendors, as the case may be;
- (v) **“CT Loan”** means two promissory notes issued by BVT to CT Developers Ltd. one for \$100,000 on December 6, 2013, and one for \$150,000 on January 10, 2014, for an aggregate amount outstanding of \$250,000;
- (w) **“Direct Claim”** has the meaning set forth in section 6.5 hereof;
- (x) **“Encumbrances”** means any charge, mortgage, hypothec, lien, pledge, claim, embargo, security interest, legal or conventional, moveable or immovable, specific or floating, whether created or arising by agreement, statute or otherwise, attaching to property, interests or rights, and shall be construed in the widest possible terms and principles known under the law;
- (y) **“Exchange”** means the TSX Venture Exchange Inc.;
- (z) **“Exchanged Shares”** means the post-Consolidation UQ Shares to be issued by UQ to the Vendors in exchange for all of the Purchased Securities;
- (aa) **“Filing Statement”** has the meaning set forth in subsection 6.1(2) hereof;
- (bb) **“Governmental Authority”** means any government in Canada, or any foreign government and any agency, or department, tribunal, board, commission, court or other authority exercising or purporting to exercise executive, legislative, judicial, regulatory or administrative functions of, or pertaining to, government, as well as any arbitrator, arbitration tribunal or other tribunal or other quasi-governmental or private body exercising any regulatory, expropriation or taxation authority under or for the account of any of the foregoing;
- (cc) **“Governmental Charges”** means all fees, levies and charges imposed by a Governmental Authority;

- (dd) **“IFRS”** means International Financial Reporting Standards;
- (ee) **“Indemnified Party”** has the meaning set forth in section 6.5 hereof;
- (ff) **“Indemnifying Party”** has the meaning set forth in section 6.5 hereof;
- (gg) **“Intellectual Property”** means all domestic and foreign (a) inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto and all patents, patent applications, patent disclosures and industrial designs, together with all reissuances, continuations, continuations-in-part, revisions, extensions and reexaminations thereof, (b) trademarks, service marks, trade dress, trading styles, logos, trade names and business names, together with all translations, adaptations, derivations and combinations thereof and including all goodwill associated therewith and all applications, registrations and renewals in connection therewith, (c) copyrightable works, copyrights and applications, registrations and renewals in connection therewith, (d) trade secrets and confidential business information (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information and business and marketing plans and proposals), (e) computer systems, software, data and related documentation, (f) other proprietary rights, (g) right, title and interest as licensee or authorized user of any of the aforementioned intellectual property, and (h) copies and tangible embodiments thereof in whatever form or medium whether now known or hereafter developed;
- (hh) **“Interest Bearing Convertible Debentures”** means secured convertible debentures in the aggregate principal amount of \$99,300, which accrue interest at a rate of 8% per annum, compounded semi-annually, which shall be exchanged for that number of post-Consolidation UQ Shares on the Closing Date that is equal to the principal amount plus interest divided by 0.20;
- (ii) **“Material Adverse Effect”** in respect of a Person means any change, effect, event, occurrence, condition or development that has or could reasonably be expected to have, individually or in the aggregate, a material and adverse impact on the business, operations, results of operations, assets, capitalization or financial condition of such Person, other than any change, effect, event, occurrence or state of facts relating to the global economy or securities markets in general;
- (jj) **“Name Change”** means the change in name of UQ from “Unique Resources Corp.” to “Bee Vectoring Technologies International Inc.”;
- (kk) **“Non-Interest Bearing Convertible Debentures”** means secured convertible debentures in the aggregate principal amount of \$170,000, which shall be exchanged for an aggregate of 775,000 post-Consolidation UQ Shares on the Closing Date, as set out in Schedule 2.1;
- (ll) **“Orders”** means all material applicable orders, decisions, binding directives, or the like rendered by any Governmental Authority;
- (mm) **“Over-allotment Option”** means the option of the Agent to solicit for subscriptions for an additional 3,600,000 Sub Receipts, which may be exercised, in whole or in part, by the Agent, up to 48 hours before closing of the Concurrent Offering;
- (nn) **“Person”** means any body corporate or entity which is a judicial person, or any individual;
- (oo) **“Policy”** means Policy 5.2 – *Changes of Business and Reverse Takeovers*, of the Exchange’s corporate finance manual;

- (pp) **“Principal Shareholders”** means Jim Molyneux and Michael Collinson, and **“Principal Shareholder”** may mean any one of them as the context requires;
- (qq) **“Purchased Securities”** means all of the BVT Shares held by the Vendors as at the Time of Closing, the Interest Bearing Convertible Debentures, the Non-Interest Bearing Convertible Debentures, and the Chelsian Note;
- (rr) **“Resulting Issuer”** means UQ following completion of the Transaction;
- (ss) **“Reverse Takeover”** shall have the meaning provided to such term in the Policy;
- (tt) **“Sub Receipts”** means the subscription receipts issued pursuant to the Concurrent Offering and governed by the Subscription Receipt Agreement, each such Sub Receipt to be automatically exchanged for one common share of the Resulting Issuer upon satisfaction of the Sub Receipt Conditions;
- (uu) **“Sub Receipt Agent”** means TMX Equity Transfer Services Inc.;
- (vv) **“Sub Receipt Conditions”** has the meaning ascribed thereto in the Subscription Receipt Agreement;
- (ww) **“Subscription Receipt Agreement”** means an agreement among UQ, BVT, the Agent, and the Sub Receipts Agent, to be entered into upon closing of the Concurrent Offering and governing the Sub Receipts;
- (xx) **“Tax Act”** means the *Income Tax Act* (Canada), as amended from time to time;
- (yy) **“Third Party”** has the meaning set forth in section 6.8 hereof;
- (zz) **“Third Party Claim”** has the meaning set forth in section 6.6 hereof;
- (aaa) **“Time of Closing”** means 10:00 a.m., Toronto time, on the Closing Date when the Closing shall be completed or such other time as the parties hereto may agree;
- (bbb) **“Transaction”** means the acquisition of all of the Purchased Securities by UQ from the Vendors in exchange for the Exchanged Shares pursuant to the terms and conditions of this Agreement, which shall constitute the Reverse Takeover of the Purchaser;
- (ccc) **“UQ”**, or the **“Purchaser”**, means Unique Resources Corp., a corporation incorporated under the laws of the Province of British Columbia;
- (ddd) **“UQ Assets”** means all of UQ’s right, title, estate and interest in and to its property and assets, real and personal, moveable and immoveable, of whatsoever nature and kind and wheresoever situate, including, without limitation, the assets as more particularly set forth and described in the UQ Financial Statements;
- (eee) **“UQ Disclosure Documents”** means documents filed by or on behalf of UQ that are publicly available in electronic form on the System for Electronic Document Analysis and Retrieval, commonly known as “SEDAR”, at www.sedar.com;
- (fff) **“UQ Documents”** means all contracts, agreements, documents, permits, licenses, leases, appraisals, certificates, plans, drawings, specifications, reports, compilations, analyses, studies, financial statements, budgets, market surveys, minute books, corporate records, and any other documents or information of whatsoever nature relating to UQ, the UQ Assets or its business and any and all rights in relation thereto;

- (ggg) **“UQ Financial Statements”** means the audited financial statements of UQ for the years ended September 30, 2013 and September 30, 2014, and for the three-months ended December 31, 2014, copies of which are attached to the Filing Statement;
- (hhh) **“UQ Indemnified Persons”** has the meaning set forth in subsection 6.2(1) hereof;
- (iii) **“UQ Loan”** means a secured non-interest bearing loan in the principal amount of \$25,000 from UQ to BVT evidenced by promissory note dated March 12, 2015;
- (jjj) **“UQ Material Contracts”** means any contract, agreement (written or oral) commitment, indenture, or other instrument to which UQ is bound and which is material to UQ or its business, and which involves a price, consideration or revenue stream of more than \$10,000 in the aggregate, including those entered into in the ordinary course of its business, or which could materially affect the UQ Assets or financial condition of UQ, as set forth in Schedule 4.1(1)(cc) hereto;
- (kkk) **“UQ Options”** means 900,000 options granted under UQ’s stock option plan entitling holders to purchase up to 900,000 pre-Consolidation UQ Shares at an exercise price of \$0.15 per share until April 3, 2017;
- (lll) **“UQ Shares”** means the common shares in the capital of UQ;
- (mmm) **“UQ Warrants”** means 6,500,000 transferable warrants entitling the holders thereof to purchase up to 6,500,000 pre-Consolidation UQ Shares at an exercise price of \$0.15 per UQ Share until March 30, 2017;
- (nnn) **“Vendors”** means, collectively, the shareholders of BVT named in the signature pages of this Agreement, and **“Vendor”** means any one of them; and
- (ooo) **“VWAP”** means the volume weighted average trading price of the UQ Shares, calculated by dividing the total value of the UQ Shares by the total volume of securities traded for the relevant period.

1.2 Schedules

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

Schedule 2.1	VENDOR EXCHANGED SHARES
Schedule 3.3(1)(c)	BVT PERMITTED ENCUMBRANCES
Schedule 3.3(1)(d)	BVT LEASES
Schedule 3.3(1)(l)	BVT MATERIAL CONTRACTS
Schedule 3.3(1)(n)	EMPLOYEES OF BVT
Schedule 3.3(1)(p)	MANAGEMENT CONTRACTS
Schedule 3.3(1)(q)	CONTRACTUAL AND REGULATORY APPROVALS
Schedule 3.3(1)(cc)	BVT LIABILITIES
Schedule 3.3(1)(gg)	BVT CHANGES
Schedule 3.3(1)(ll)	BVT INTELLECTUAL PROPERTY
Schedule 4.1(1)(ee)	UQ MATERIAL CONTRACTS

1.3 Schedule References

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

schedule shall mean a reference to a schedule to this Agreement. References in any schedule to this Agreement shall mean a reference to this Agreement. References in any schedule to another schedule shall mean a reference to a schedule to this Agreement.

1.4 Canadian Dollars

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

1.5 Extended Meanings

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

1.6 Entire Agreement, Amendments and Waivers

This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties, including the letter of intent dated March 11, 2015, between the Purchaser and BVT, and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof, except as specifically set forth herein. No amendment, supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the party to be bound thereby.

1.7 Headings

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

1.8 Successors and Assigns

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

ARTICLE 2 - PURCHASE OF THE PURCHASED SECURITIES

2.1 Purchase of Purchased Securities for Exchanged Shares

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

2.2 Delivery of Purchased Securities and the Exchanged Shares

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

2.3 Tax Matters

The Purchaser agrees that it shall execute and file a joint election with any Vendor that so requests pursuant to subsection 85(1) of the Tax Act and any similar provision of provincial law as may be necessary as prepared by such Vendor in prescribed form and within the prescribed time. Such joint election shall designate that the proceeds of disposition to such Vendor for the Purchased Securities and the cost of acquisition to the Purchaser for the Purchased Securities shall be the Vendor's cost amount, as such term is defined under the Tax Act (or such other amount as the Vendor may properly determine).

2.4 Hold Periods and Escrow

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

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

ARTICLE 3 -

REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE VENDORS AND BVT

3.1 Representations, Warranties and Covenants of the Vendors

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

- (a) **Authority and Binding Obligation:** Each Vendor has good right, full power and absolute authority to enter into this Agreement and to sell, assign and transfer his or its Purchased Securities to the Purchaser in the manner contemplated herein and to perform all of such Vendor's obligations under this Agreement. Each Vendor shall have taken all necessary actions, steps and other proceedings to approve or authorize, validly and effectively, the entering into, and the execution, delivery and performance of this Agreement and the sale and transfer of the Purchased Securities by such Vendor to the Purchaser and to complete the Transaction.
- (b) **Purchased Securities:** Each Vendor has good and marketable title to the Purchased Securities held by such Vendor, free of all mortgages, hypothecs, charges, liens, pledges, claims, security interests and agreements and other encumbrances of whatsoever nature, except those restrictions on transfer arising under BVT's constating documents and no person or entity has any agreement or option or right capable of becoming an agreement or option for the purchase from such Vendor of any of such Purchased Securities except as provided for herein, and each Vendor has good right, full power and absolute authority to sell and assign such Purchased Securities to the Purchaser for the purpose and in the manner as provided for in this Agreement and the Purchased Securities constitute all of the BVT Shares owned or controlled, directly or indirectly, by such Vendor.

- (c) **Litigation.** There is no suit, action, litigation, arbitration proceeding or governmental proceeding, including appeals and applications for review, in progress or, to the knowledge of each Vendor, threatened against or related to the Purchased Securities held by such Vendor or which would affect such Vendor's ability to sell the Purchased Securities as provided for in this Agreement.
- (d) **Transaction Compliance with Constatng Documents, Agreements and Laws.** The execution, delivery and performance of this Agreement and each of the other agreements contemplated or referred to herein by each Vendor and the completion of the transactions contemplated hereby, will not constitute or result in a violation or breach of or default under, or cause the acceleration of any obligations of such Vendor under the terms of any agreement (written or oral), indenture, instrument or understanding or other obligation or restriction to which such Vendor is a party or by which he or it is bound.
- (e) **Independent Legal and Tax Advice.** Each Vendor has been encouraged to obtain and has had opportunity to seek independent legal and tax advice as to the Transaction and matters related thereto, as they affect such Vendor and his or its associates and affiliates, and such Vendor is satisfied with the results thereof.
- (f) **Tax Matters.** Each Vendor is not a non-resident of Canada within the meaning of the Tax Act.

3.2 Survival of Vendor's Representations and Warranties

The covenants, representations and warranties of each of the Vendors contained in Section 3.1 shall survive the Closing Date for a period of one year, except in the case of the representations and warranties made in Section 3.1(1)(b), which shall survive indefinitely.

3.3 Representations, Warranties and Covenants of BVT

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

- (a) **Authority and Binding Obligation.** BVT has good right and full corporate power and absolute authority to enter into this Agreement and to perform all of BVT's obligations under this Agreement. BVT and its board of directors have taken all necessary actions, steps and corporate and other proceedings to approve or authorize, validly and effectively, the entering into, and the execution, delivery and performance of this Agreement and the transactions contemplated herein.
- (b) **Subsidiaries and Other Interests.** BVT has no subsidiaries and does not own any securities issued by, or any equity or ownership interest in, any other Persons. BVT is not subject to any obligation to make any investment in or to provide funds by way of loan, capital contribution or otherwise to any Persons.
- (c) **Title to Assets by BVT.** BVT is the owner of and has good and marketable title to all of its material properties and Assets, including, without limitation, all properties and Assets reflected in the BVT Financial Statements, and all properties and assets acquired by BVT after the date of the BVT Financial Statements, free and clear to its knowledge of all Encumbrances whatsoever, except for BVT Permitted Encumbrances or the Encumbrances disclosed or reflected in the BVT Financial Statements.

- (d) **No Other Owner of Assets.** Except for the BVT Leases, as set out in Schedule 3.3(1)(d) or as provided in the BVT Financial Statements, no Persons other than BVT owns any Assets which are being used in the Business and there are no agreements or commitments by BVT to purchase property or assets, other than in the ordinary course of the Business.
- (e) **No Title Defects.** BVT has not received notice of any material defect in its title or claim to the Assets or any notice from any third party claiming such an interest, and, for the period of time that BVT has owned the Assets, as applicable, all material relevant obligations of BVT in relation to the Assets have been performed and observed.
- (f) **Title Documents.** The BVT Documents and the BVT Material Contracts are the only material documents and contracts currently in effect under and by virtue of which BVT is entitled to the Assets or which otherwise relates to or affects the interest of BVT in the Assets.
- (g) **No Orders.** There are no outstanding material orders, notices or similar requirements relating to the Assets issued by any Governmental Authority including, without limitation, occupational health and safety authorities and there are no matters under discussion between BVT and any such authorities relating to orders, notices or similar requirements.
- (h) **No Restrictions on Doing Business.** BVT is not a party to or bound by any agreement which would restrict or limit its right to carry on any business or activity or to solicit business from any Persons or in any geographical area or otherwise to conduct the Business as BVT may determine. BVT is not subject to any legislation or any judgment, order or requirement of any court or governmental authority which is not of general application to Persons carrying on a business similar to the Business. There are no facts or circumstances known to BVT which could materially adversely affect the ability of BVT to continue to operate the Business as presently conducted following the completion of the transactions contemplated by this Agreement.
- (i) **No Guarantees.** BVT is not a party to or bound by any agreement of guarantee, indemnification, assumption or endorsement or any other like commitment of the obligations, liabilities (contingent or otherwise) or indebtedness of any Persons except in the ordinary course of carrying on the Business.
- (j) **Accounts Receivables.** The accounts receivables of BVT reflected on the BVT Financial Statements and all accounts receivable of BVT arising since December 31, 2014 arose from bona fide transactions in the ordinary course of the business of BVT and are good and collectible accounts subject to an allowance for doubtful accounts taken in accordance with IFRS.
- (k) **Revenue Not Assigned.** Except for BVT Permitted Encumbrances, BVT has not assigned or otherwise encumbered the revenue, if any, derived from the Assets.
- (l) **BVT Material Contracts.** BVT has provided or made available copies of all BVT Material Contracts to the Purchaser and all BVT Material Contracts are listed in Schedule 3.3(1)(l). BVT is not in default or breach of any BVT Material Contract.
- (m) **Partnerships or Joint Ventures.** Except as disclosed in the BVT Material Contracts, BVT is not a partner or participant in any partnership, joint venture, profit-sharing arrangement or other association of any kind and is not a party to any agreement under which BVT has agreed to carry on any part of the Business or any other activity in such manner or by which BVT has agreed to share any revenue or profit with any other Persons.
- (n) **Employees of BVT.** The only employees of BVT are those employees named in Schedule 3.3(1)(n), all written employment agreements with respect to said employees have been

provided to UQ and there are no outstanding amounts payable to employees other than in the ordinary course of business or as disclosed in the BVT Financial Statements.

- (o) **Officers and Directors of BVT.** The only officers and directors of BVT are as hereinafter set forth:

Name	Office
Michael Collinson	President, Director
Jim Molyneux	Corporate Secretary, Director

- (p) **Management Contracts.** Except as set forth in Schedule 3.3(1)(p), BVT is not a party to any written management contract or employment agreement, including without limitation, any contract which provides for a right of payment in the event of a change in control of BVT.

- (q) **Contractual and Regulatory Approvals.** Except for those consents set forth in Schedule 3.3(1)(q), BVT is not under any obligation, contractual or otherwise, to request or obtain the consent of any Person, and no permits, licenses, certifications, authorizations or approvals of, or notifications to, any Governmental Authority are required to be obtained by BVT:

- (A) in connection with the execution, delivery or performance by BVT of this Agreement or the completion of the Transaction;
- (B) to avoid the loss of any permit, licence, certification or other authorization within ninety (90) days of the completion of the Transaction, or
- (C) in order that the authority of BVT to carry on the Business in the ordinary course and in the same manner as presently conducted remains in good standing and in full force and effect as of and following the Closing of the transactions contemplated hereunder.

- (r) **Status, Constating Documents and Licences.** BVT is a corporation duly incorporated and validly subsisting in all respects under the laws of the Province of Ontario. BVT has all necessary corporate power to own its properties and to carry on its businesses as it is now being conducted. The articles, by-laws and other constating documents of BVT as provided to the Purchaser are complete and accurate. BVT is duly licensed, registered and qualified as a corporation to do business, is up-to-date in the filing of all required corporate returns and other notices and filings and is otherwise in good standing in all material respects, in each jurisdiction in which: (i) it owns or leases property, or (ii) the nature or conduct of its business or any part thereof, or the nature of the property of BVT or any part thereof, makes such qualification necessary to enable the Business to be carried on as now conducted or to enable the property and assets of BVT to be owned, leased and operated by it, except where failure to be so licensed, registered and qualified or to make such filings would not have a material adverse effect on BVT. There are no proceedings in progress, pending or, to the knowledge of BVT, threatened, which could result in the revocation, cancellation or suspension of any of the Business Permits.

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

- (A) any term or provision of any of the articles, by-laws or other constating documents of BVT;
 - (B) the terms of any agreement (written or oral), indenture, instrument or understanding or other obligation or restriction to which BVT is a party or by which it is bound; or
 - (C) any term or provision of any of the Business Permits, BVT Material Contracts or any order of any court, governmental authority or regulatory body made against BVT or its Assets or any law or regulation of any jurisdiction in which the Business is carried on which is applicable to BVT or its Assets.
- (t) **Corporate Records.** The corporate records and minute books of BVT as provided to the Purchaser are materially complete and accurate. The share certificate books, register of security holders, register of transfers and register of directors and any similar corporate records of BVT are complete and accurate in all material respects.
- (u) **Authorized and Issued Capital.** The authorized capital of BVT consists of an unlimited number of BVT Shares with no par value, of which 189 are issued and outstanding as fully paid and non-assessable shares as of the date hereof.
- (v) **No Convertible Securities.** Other than the Chelsian Note, the Non-Interest Bearing Convertible Securities, and the Interest Bearing Convertible Securities, there are no outstanding securities of BVT that are convertible, exchangeable, or redeemable into BVT Shares, including, without limitation, options, warrants or preferred shares.
- (w) **No Other Reserved Securities.** BVT does not have any reserved securities or other securities outstanding other than those disclosed herein. At the Time of Closing, there will not be any outstanding subscriptions, rights, warrants or other agreements or commitments obligating BVT to sell or issue any additional shares or securities of any class of BVT or any securities convertible into any shares of any class of BVT.
- (x) **Shareholders' Agreements.** There are no shareholders' agreements, pooling agreements, voting trusts or other similar agreements to which BVT is a party.
- (y) **Documents.** BVT shall make available, and by the Time of Closing will have made available, to the Purchaser or Purchaser's representative for inspection, all BVT Documents which the Purchaser shall reasonably require pertaining to or affecting BVT, the Assets and the title of BVT thereto and all documents or information reasonably required to make not misleading the BVT Documents and all information so made available to the Purchaser.
- (z) **Materially Accurate.** All information, records and data furnished to the Purchaser, its representatives and counsel pursuant to this Agreement, are accurate in all material respects.
- (aa) **Financial Statements.** The BVT Financial Statements have been prepared in accordance with IFRS, are true, correct and complete in all material respects and present fairly the financial condition of BVT as of the respective dates thereof, and there has been no material adverse change in the financial condition of BVT since December 31, 2014.
- (bb) **Financial Records.** All material financial transactions of BVT have been recorded in the financial books and records of BVT in accordance with good business practice, and such financial books and records:

- (A) accurately reflect, in all material respects, the basis for the financial condition and the revenues, expenses and results of operations of BVT shown in the BVT Financial Statements;
 - (B) together with all disclosures made in this Agreement or in the Schedules hereto, present fairly, in all material respects, the financial condition and the revenues, expenses and results of the operations of BVT as of and to the date hereof; and
 - (C) are in the possession of, recorded, stored and maintained by BVT.
- (cc) **Liabilities of BVT.** There are no liabilities, contingent or otherwise, of BVT of any kind whatsoever, including, without limitation, any bonds, debentures, mortgages, promissory notes, loan agreements, inter-company debt, or liabilities for Governmental Charges and there is no basis for assertion against BVT of any liabilities of any kind other than liabilities disclosed or reflected in or provided for in the BVT Financial Statements, or elsewhere in this Agreement, or costs incurred in respect of its going public transaction (as set forth in Schedule 3.3(cc)) and in respect of the Transaction contemplated hereby, or incurred since December 31, 2014 in the ordinary course of Business.
- (dd) **Prepaid Expenses.** All prepaid expenses reflected in the BVT Financial Statements and all expenses prepaid by BVT subsequent to the BVT Financial Statements were prepaid in accordance with the regular business practices of BVT, and consist of expenses that were incurred in the ordinary course of business of BVT, consistent with past practice, and are valued at reasonable amounts based on the ordinary course of business of BVT within the past six months. There has not been any material write-down or write-off of, or other adjustment to, such prepaid expenses by BVT since December 31, 2014.
- (ee) **Bankruptcy and Insolvency Matters.** No action or proceeding has been commenced or filed by or against BVT which seeks or may lead to receivership, bankruptcy, a consumer proposal or any other similar proceeding in respect of BVT, the adjustment, compromise or composition of claims against BVT or the appointment of a trustee, receiver, liquidator, custodian, or other similar officer for BVT of any portion of its assets. No such action or proceeding has been authorized or is being considered by or on behalf of BVT and, to the knowledge of BVT, no creditor or equity security holder of BVT has threatened to commence or advised that it may commence, any such action or proceeding. BVT has not made nor is it considering making an assignment for the benefit of its creditors, and it has not requested nor is it considering requesting a meeting of its creditors to seek a reduction, compromise, composition, or other accommodation with respect to its indebtedness.
- (ff) **Broker's Fees:** BVT has not incurred any obligation or liability, contingent or otherwise for broker's or finder's fees in respect of the Transaction except as may be paid to the Agent in respect of the Concurrent Offering.
- (gg) **Absence of Certain Changes or Events.** Except as described in Schedule 3.3(1)(gg), since December 31, 2014, and except as otherwise disclosed in writing or to UQ, BVT has not:
 - (A) incurred any obligation or liability, fixed or contingent, except normal trade or business obligations incurred in the ordinary course of the Business, none of which is materially adverse to BVT;
 - (B) paid or satisfied any obligation or liability, fixed or contingent, except:
 - A. current liabilities included in the BVT Financial Statements;

- B. current liabilities incurred since December 31, 2014 in the ordinary course of the Business, and
 - C. re-scheduled payments pursuant to obligations under loan agreements or other contracts or commitments described in the BVT Financial Statements;
 - (C) created any material Encumbrance upon any of its properties or the Assets, except as described in this Agreement or in the schedules hereto;
 - (D) sold, assigned, transferred, leased or otherwise disposed of any of its material properties or the Assets, except in the ordinary course of the Business;
 - (E) purchased, leased or otherwise acquired any material properties or assets, except in the ordinary course of the Business;
 - (F) waived, cancelled or written-off any rights, claims, accounts receivable, any amounts payable to BVT, except in the ordinary course of the Business;
 - (G) entered into any transaction, contract, agreement or commitment, except in the ordinary course of the Business;
 - (H) suffered any damage, destruction or loss (whether or not covered by insurance) which has materially adversely affected or could materially adversely affect the Business or the condition of BVT;
 - (I) increased any form of compensation or other benefits payable or to become payable to any of the employees of BVT, except increases made in the ordinary course of the Business or the establishment of compensation for new employees;
 - (J) suffered any extraordinary loss relating to the Business or the Assets;
 - (K) made a declaration of *force majeure* with respect to its Business or any agreements to which it is a party; or
 - (L) authorized, agreed or otherwise become committed to do any of the foregoing.
- (hh) **Dividends and Distributions.** Except as disclosed in the BVT Financial Statements, BVT has not declared or paid any dividend or made any other distribution on any of its shares, or redeemed or purchased or otherwise acquired any of its shares of any class, or reduced its authorized capital or issued capital, or agreed to any of the foregoing.
- (ii) **Tax Matters.**
- (A) BVT has prepared and filed all tax returns and other documents required to be filed by it on or before the date hereof in respect of all Governmental Charges and such returns and documents are complete and correct in all material respects and fairly represents the information and tax status of BVT for the relevant period;

- (B) BVT has paid all Governmental Charges which are due and payable on or before the date hereof. Adequate provision was made in the BVT Financial Statements for all Governmental Charges for the periods covered by the BVT Financial Statements. To the knowledge of BVT, BVT has no liability for Governmental Charges other than those provided for in the BVT Financial Statements and those arising in the ordinary course of the Business since December 31, 2014 and for which adequate provisions have been made on the books of BVT;
 - (C) there are no actions, suits, proceedings, investigations, enquiries or claims now ongoing, pending or, to the knowledge of BVT, threatened against BVT in respect of the Governmental Charges;
 - (D) there are no Governmental Charges, assessments, re-assessments, or levies of whatsoever nature which BVT is required by law to withhold, collect or pay and for which the Purchaser could become liable, including, but without limiting the generality of the foregoing, employment insurance, pension plan payments, non-resident withholding tax or source deductions, except as disclosed in the BVT Financial Statements and those arising in the ordinary course of business since December 31, 2014;
 - (E) all Governmental Charges, assessments, levies and source deductions which BVT is required by law to withhold or to collect, including, without limitation, employment insurance, employment benefits, pension plan payments and non-resident withholding tax, have been, to its knowledge, duly withheld or collected, and paid over to the proper Governmental Authorities, or held by BVT or on behalf of it as required, and such withholdings and collections and all other payments due in connection therewith are duly reflected in the BVT Financial Statements to the date as of which they were prepared and since that date have been duly entered in the books of BVT; and
 - (F) there are no agreements, waivers or other arrangements providing for any extension of time with respect to the filing of any tax return or other document in respect of Governmental Charges or the payment of any Governmental Charges by BVT.
- (jj) **Litigation.** Other than as previously disclosed to the Purchaser, there are no judgments unsatisfied, consent decrees or injunctions or embargos to which BVT is subject to or bound, and there are no actions, suits or proceedings, judicial or administrative pending or, to the knowledge of BVT, threatened, by or against or affecting BVT, at law or in equity, or before or by any court or any federal, provincial, municipal, state or other governmental department, commission, board, bureau, agency or instrumentality which will or may have a material adverse effect upon BVT. BVT is not subject to any judgment, order, writ, injunction or decree of any court or government body which would prevent the discharge of the obligations arising pursuant to this Agreement or the consummation of the transactions herein contemplated.
- (kk) **Environmental Matters.** BVT has no environmental liabilities outstanding. No hazardous substances have been used in the operation of the Business except those hazardous substances used in the ordinary course of Business, and there has been no release of any such substances in the operation of the Business in contravention or violation of any laws, regulations, rules or approvals created by a Governmental Authority applicable to BVT.
- (ll) **Intellectual Property Matters.**

- (A) Schedule 3.3(1)(II) sets forth separately:
 - A. all Intellectual Property of which BVT is not the exclusive owner (except for BVT Intellectual Property that BVT uses pursuant to Commercial Software Licenses), identifying the subject matter, any related registration, and the limits on ownership by BVT,
 - B. all BVT Intellectual Property that BVT uses pursuant to license or sublicense of a third party (except for BVT Intellectual Property that BVT uses pursuant to Commercial Software Licenses), listing the subject matter, any ancillary registration, the source of authorization and the owner, and except as expressly disclosed pursuant to this subsection, BVT is not a party to any contract or commitment to pay any royalty, license or other fee with respect to the use of the BVT Intellectual Property, and
 - C. all BVT Intellectual Property that BVT owns jointly with a third party;
- (B) except as set forth in Schedule 3.3(1)(II) or otherwise as disclosed to UQ, BVT has not registered any patent, industrial design, trademark, tradename, copyright or other registration with respect to any BVT Intellectual Property anywhere in the world and there is no pending application or application for registration that BVT has made with respect to any BVT Intellectual Property anywhere in the world;
- (C) the BVT Intellectual Property includes all of the Intellectual Property necessary or desirable for the operation of the business of BVT as presently conducted and as presently proposed to be conducted, except for Commercial Software Licenses;
- (D) BVT owns exclusively or has the right to use pursuant to license or sublicense all BVT Intellectual Property. Each item of BVT Intellectual Property owned or used by BVT immediately prior to the Closing Date will be owned or available for use by BVT on identical terms and conditions immediately subsequent to the Closing Date;
- (E) no consents are required for any BVT Intellectual Property that is required to be licensed or sublicensed to any third party in connection with the Business to be so licensed or sublicensed to any third party;
- (F) BVT has not granted any third party any license, sublicense agreement or other permission with respect to any BVT Intellectual Property or the use of any BVT Intellectual Property except for non-exclusive licenses to customers of BVT granted in connection with the sale of BVT products in the ordinary course of business;
- (G) BVT has taken all actions considered by BVT to be commercially reasonable to maintain and protect all of the BVT Intellectual Property owned by BVT. No owned item of BVT Intellectual Property has been abandoned. Each item of BVT Intellectual Property used by BVT pursuant to license or sublicense is being used by BVT in compliance with the terms of the applicable license and the execution, delivery and

performance of this Agreement by the parties hereto will not impair such authorized use;

- (H) to the knowledge of BVT, no third party has interfered with, infringed upon, misappropriated or otherwise come into conflict with any BVT Intellectual Property rights of BVT; and
 - (I) to the knowledge of BVT, the Business as presently conducted and as presently proposed to be conducted does not, and BVT has not, interfered with, infringed upon, misappropriated, misused, violated or otherwise come into conflict with any Intellectual Property rights of any third party, and BVT has not received notice of, and there is no action, suit, proceeding, hearing, investigation, charge, complaint, claim or demand that is pending or, to the knowledge of BVT, threatened that challenges or limits the legality, validity, enforceability, use or ownership of the BVT Intellectual Property (including any claim that BVT must license or refrain from using any Intellectual Property rights of any third party) and BVT is not subject to any outstanding injunction, judgment, order, decree, ruling or charge regarding same.
- (mm) **Filing Statement.** The Filing Statement, as and when filed on SEDAR and as it relates to BVT, constitutes full, true and plain disclosure of all material facts relating to the securities of BVT.
- (nn) **Insurance.** BVT does not maintain and has never been a party to any policy of insurance of any nature.
- (oo) **Full Disclosure.** None of the foregoing representations, warranties and statements of fact (or information pertaining to BVT included in the Filing Statement upon completion) contain any untrue statement of a material fact or omit to state any material fact necessary to make such statement or representation not misleading.
- (pp) **CT Loan.** BVT covenants and agrees to pay the CT Loan within 5 business days of the Closing Date.

3.4 Representation and Warranty of Michael Collinson

Michael Collinson hereby represents and warrants to UQ, and acknowledges that UQ is entitled to rely upon the accuracy of such representation and warranty, that the holders of BVT Shares include only those individuals set out in Schedule 2.1 attached hereto and there are no other holders of BVT Shares.

3.5 Survival of BVT and Michael Collinson's Representations and Warranties

The covenants, representations and warranties of BVT and Michael Collinson contained in Sections 3.3 and 3.4, respectively, shall survive the Closing Date for a period of one year.

ARTICLE 4 - REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE PURCHASER

4.1 Representations, Warranties and Covenants of UQ

UQ hereby represents and warrants to the Vendors and BVT as follows, and confirms that where a representation and warranty contained herein is stated to be made in accordance with the knowledge of UQ, such representation and warranty shall be deemed to be made pursuant to the actual knowledge of Gary Freeman. UQ confirms that the Vendors and BVT are entitled to rely upon the accuracy of each of such

representations and warranties in connection with the exchange of the Purchased Securities for the Exchanged Shares and the completion of the other transactions hereunder:

- (a) **Authority and Binding Obligation.** UQ has good right, full corporate power and absolute authority to enter into this Agreement and to purchase the Purchased Securities from the Vendors in the manner contemplated herein and to perform all of UQ's obligations under this Agreement. UQ and its board of directors have taken all necessary or desirable actions, steps and corporate and other proceedings to approve or authorize, validly and effectively, the entering into, and the execution, delivery and performance of this Agreement and the purchase of the Purchased Securities from the Vendors by UQ.
- (b) **Subsidiaries and Other Interests.** UQ has no subsidiaries and does not own any securities issued by, or any equity or ownership interest in, any other Persons. UQ is not subject to any obligation to make any investment in or to provide funds by way of loan, capital contribution or otherwise to any Persons.
- (c) **Title to Assets by UQ.** UQ is the owner of and has good and marketable title to all of its material properties and Assets, including, without limitation, all properties and Assets reflected in the UQ Financial Statements, and all properties and assets acquired by UQ after the date of the UQ Financial Statements, free and clear to its knowledge of all Encumbrances whatsoever, except as disclosed or reflected in the UQ Financial Statements.
- (d) **No Other Owner of Assets.** Except as provided in the UQ Financial Statements, no Persons other than UQ owns any Assets which are being used by UQ and there are no agreements or commitments by UQ to purchase property or assets, other than in the ordinary course of business.
- (e) **No Title Defects.** UQ has not received notice of any material defect in its title or claim to the Assets or any notice from any third party claiming such an interest during the period of time that UQ has owned the Assets or which otherwise relates to or affects the interest of UQ in the Assets.
- (f) **Title Documents.** The UQ Documents and the UQ Material Contracts are the only material documents and contracts currently in effect under and by virtue of which UQ is entitled to the UQ Assets or which otherwise relates to or affects the interests of UQ in the UQ Assets.
- (g) **No Orders.** There are no outstanding material orders, notices or similar requirements relating to UQ or the UQ Assets issued by any Governmental Authority including, without limitation, occupational health and safety authorities and to the knowledge of UQ there are no matters under discussion with any such authorities relating to orders, notices or similar requirements.
- (h) **No Restrictions on Doing Business.** UQ is not a party to or bound by any agreement which would restrict or limit its right to carry on any business or activity or to solicit business from any Persons or in any geographical area or other wise to conduct business as UQ may determine. UQ is not subject to any legislation or any judgement, order, or requirement of any court or governmental authority which is not of general application to Persons carrying on a business similar to that of UQ. There are no facts or circumstances known to UQ which could materially adversely affect the ability of UQ to continue to operate business as presently conducted following the completion of the Transaction.
- (i) **No Guarantees.** UQ is not a party to or bound by any agreement of guarantee, indemnification, assumption or endorsement or any other like commitment of the obligations, liabilities (contingent or otherwise) or indebtedness of any Persons .

- (j) **UQ Material Contracts.** UQ has provided or made available copies of all UQ Material Contracts to BVT. UQ is not in default or breach of any UQ Material Contract.
- (k) **Partnerships or Joint Ventures.** UQ is not a partner or participant in any partnership, joint venture, profit-sharing arrangement or other association of any kind and is not party to any agreement under which UQ agrees to carry on any activity in such manner or by which UQ agrees to share any revenue or profit with any other Persons.
- (l) **Employees.** With the exception of its corporate officers, UQ does not have any employees or independent contractors and has never had any employees or retained any independent contractors. UQ does not maintain and has never had any employee benefit, health, welfare, supplemental unemployment benefit, bonus, pension, profit sharing, deferred compensation, retirement, hospitalization insurance, medical, dental, legal, disability and similar plans or arrangements or practices relating to employees or former employees.
- (m) **Officers and Directors of UQ.** The only officers and directors of UQ are as hereinafter set forth:

Name	Office
Gary Freeman	President, Chief Executive Officer, Corporate Secretary, Director
Darryl Cardey	Chief Financial Officer, Director
Cale Moodie	Director
James Dawson	Director

- (n) **Management Contracts.** UQ is not a party to any written management contract or employment agreement, including without limitation, any contract which provides for a right of payment in the event of a change in control of UQ.
- (o) **Contractual and Regulatory Approvals.** Except as otherwise disclosed herein, UQ is not under any obligation, contractual or otherwise, to request or obtain the consent of any Persons, and no permits, licenses, certifications, authorizations or approvals of, or notifications to, any Governmental Authority are required to be obtained by UQ in connection with the execution, delivery or performance by UQ of this Agreement or the completion of the Transaction.
- (p) **Status and Constating Documents.**
- (A) UQ is a corporation duly incorporated, organized and validly subsisting in all respects under the laws of the Province of British Columbia. UQ has all necessary corporate power to own its properties and to carry on its businesses as it is now being conducted;
- (B) UQ is a reporting issuer in the Provinces of Alberta and British Columbia and no material change relating to UQ has occurred with respect to which the requisite material change report has not been filed under applicable securities laws in such provinces and no such disclosure is currently on file with any securities commissions of such provinces on a confidential basis;
- (C) all press releases, material change reports, financial statements and reports, management's discussion and analysis, certificates and other

documents filed by, or on behalf of, UQ with the securities commissions of Alberta and British Columbia were, at the respective dates of such filings, true and correct in all material respects and collectively provide disclosure of all material facts relating to UQ required to be disclosed in accordance with applicable securities laws in such provinces and each such document did not contain any misrepresentation as of the respective dates of such filings, other than in respect of any information furnished by BVT or its representatives, concerning which UQ makes no representations or warranties;

- (D) the outstanding UQ Shares are listed for trading on the Exchange;
- (E) there are no current orders ceasing or suspending trading in the securities of UQ nor prohibiting the sale of such securities has been issued to UQ or its directors, officers or promoters and, to the knowledge of UQ, no investigations or proceedings for such purposes are pending or threatened, other than the halt in the trading in UQ Shares initiated at the request of UQ and imposed by the Investment Industry Regulatory Organization of Canada on March 12, 2015 and which is ongoing as of the date hereof;
- (F) at or prior to the Time of Closing, UQ will have complied with all applicable corporate and securities laws and regulations in connection with the Transaction and the issuance of the Exchanged Shares in connection therewith;
- (G) UQ is not in material default of any applicable securities legislation of the Provinces of Alberta and British Columbia;
- (H) the articles, by-laws and other constating documents of UQ, as amended to the date hereof, are complete and accurate; and
- (I) no proceedings have been instituted or are pending for the dissolution or liquidation of UQ.

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

- (A) any term or provision of any of the articles, by-laws or other constating documents of UQ;
- (B) the terms of any agreement (written or oral), indenture, instrument or understanding or other obligation or restriction to which UQ is a party or by which it is bound; or
- (C) subject to obtaining the regulatory consents from the Exchange, any term or provision of any of the UQ Material Contracts or any order of any Governmental Authority to which UQ is subject.

- (r) **Corporate Records.** The corporate records and minute books of UQ as provided to BVT are materially complete and accurate. The share certificate books, register of security holders,

register of transfers and register of directors and any similar corporate records of UQ are complete and accurate in all material respects.

- (s) **Authorized and Issued Capital.** The authorized capital of UQ consists of an unlimited number of UQ Shares. The issued capital of UQ consists of 14,454,148 pre-Consolidation UQ Shares without par value, all of which have been duly issued and are outstanding as fully paid and non-assessable shares.
- (t) **No Convertible Securities.** UQ has outstanding: (i) the UQ Options entitling their holders to purchase an aggregate of 900,000 pre-Consolidation UQ Shares at an exercise price of \$0.15 per share, expiring on April 3, 2017, and (ii) the UQ Warrants entitling their holders to purchase an aggregate of 6,500,000 pre-Consolidation UQ Shares at an exercise price of \$0.15 per UQ Share until March 30, 2017. Other than the UQ Options and the UQ Warrants, there are no outstanding securities of UQ that are convertible, exchangeable or redeemable into UQ Shares.
- (u) **No Reserved Securities.** UQ has no reserved securities or other securities outstanding other than the UQ Shares, the UQ Options, and the UQ Warrants. At the Time of Closing there will not be any outstanding subscriptions, options, rights, warrants or other agreements or commitments obligating UQ to sell or issue any additional shares or securities of any class of UQ or any securities convertible into any shares of any class of UQ, other than the UQ Options, the UQ Warrants, and the Sub Receipts pursuant to the Concurrent Offering.
- (v) **Shareholders' Agreements.** There are no shareholders' agreements, pooling agreements, voting trusts or other similar agreements with respect to the ownership or voting of any of the UQ Shares to which UQ is a party or otherwise to the knowledge of UQ.
- (w) **Documents.** UQ shall make available, and by the Time of Closing will have made available, to BVT or BVT's representative for inspection, all UQ Documents which the Purchaser shall reasonably require pertaining to or affecting UQ, the Assets and the title of UQ thereto and all documents or information reasonably required to make not misleading the UQ Documents and all information so made available to BVT.
- (x) **Materially Accurate.** All information, records and data furnished to BVT, or its representatives and counsel pursuant to this Agreement, are accurate in all material respects.
- (y) **Financial Statements.** The UQ Financial Statements have been prepared in accordance with IFRS, are true, correct and complete in all material respects and present fairly the financial condition of UQ as of the respective dates thereof, and there has been no material adverse change to the financial condition of UQ since December 31, 2014.
- (z) **Financial Records.** All material financial transactions of UQ have been recorded in the financial books and records of UQ in accordance with good business practice, and such financial books and records:
 - (A) accurately reflect, in all material respects, the basis for the financial condition and the revenues, expenses and results of operations of UQ shown in the UQ Financial Statements;
 - (B) together with all disclosures made in this Agreement or in the Schedules hereto, present fairly, in all material respects, the financial condition and the revenues, expenses and results of the operations of UQ as of and to the date hereof; and
 - (C) are in the possession of, recorded, stored, and maintained by UQ.

- (aa) **Liabilities of UQ.** There are no liabilities, contingent or otherwise, of UQ of any kind whatsoever, including, without limitation, any bonds, debentures, mortgages, promissory notes, loan agreements, inter-company debt, or liabilities for Governmental Charges and there is no basis for assertion against UQ of any liabilities of any kind, other than liabilities disclosed or reflected in or provided for UQ in the Financial Statements or in this Agreement, or incurred since December 31, 2014 in the ordinary course of the business of UQ.
- (bb) **Prepaid Expenses.** All prepaid expenses reflected in the UQ Financial Statements and all expenses prepaid by UQ subsequent to the UQ Financial Statements were prepaid in accordance with the regular business practices of UQ, and consist of expenses that were incurred in the ordinary course of business of UQ, consistent with past practice, and are valued at reasonable amounts based on the ordinary course of business of UQ within the past six months. There has not been any material write-down or write-off of, or other adjustment to, such prepaid expenses by UQ since December 31, 2014.
- (cc) **Bankruptcy and Insolvency Matters.** No action or proceeding has been commenced or filed by or against UQ or which seek or may lead to receivership, bankruptcy, a consumer proposal or any other similar proceeding in respect of UQ, the adjustment, compromise or composition of claims against UQ or the appointment of a trustee, receiver, liquidator, custodian, or other similar officer for UQ of any portion of its assets. No such action or proceeding has been authorized or is being considered by or on behalf of UQ and, to the knowledge of UQ, no creditor or equity security holder of UQ has threatened to commence or advised that it may commence, any such action or proceeding. UQ has not made nor is considering making an assignment for the benefit of its creditors, and it has not requested nor is considering requesting a meeting of its creditors to seek a reduction, compromise, composition, or other accommodation with respect to its indebtedness.
- (dd) **Broker's Fees.** UQ has not incurred any obligation or liability, contingent or otherwise for broker's or finder's fees in respect of the Transaction except for any fees relating to the sponsorship requirements of the Exchange and the Concurrent Offering.
- (ee) **Absence of Certain Changes or Events.** Except for the Transaction, since December 31, 2014, UQ has not:
- (A) incurred any obligation or liability, fixed or contingent, except normal trade or business obligations incurred in the ordinary course of the business of UQ, none of which is materially adverse to UQ;
 - (B) paid or satisfied any obligation or liability, fixed or contingent, except:
 - A. current liabilities included in the UQ Financial Statements;
 - B. current liabilities incurred since December 31, 2014 in the ordinary course of the business of UQ, and
 - C. re-scheduled payments pursuant to obligations under loan agreements or other contracts or commitments described in the UQ Financial Statements;
 - (C) created any Encumbrance upon any of its properties or the UQ Assets, except as described in this Agreement or in the schedules hereto;
 - (D) sold, assigned, transferred, leased or otherwise disposed of any of its properties or the UQ Assets;

- (E) purchased, leased or otherwise acquired any properties or assets;
 - (F) waived, cancelled or written-off any rights, claims, accounts receivable or any amounts payable to UQ;
 - (G) entered into any transaction, contract, agreement or commitment;
 - (H) suffered any extraordinary loss relating to the UQ Assets;
 - (I) made or incurred any material change in, or become aware of any event or condition which is likely to result in a material change in the condition of UQ; or
 - (J) authorized, agreed or otherwise become committed to do any of the foregoing.
- (ff) **Dividends and Distributions.** UQ has not declared or paid any dividend or made any other distribution on any of its shares of any class, or redeemed or purchased or otherwise acquired any of its shares of any class, or reduced its authorized capital or issued capital, or agreed to any of the foregoing.
- (gg) **Tax Matters.**
- (A) UQ has prepared and filed all tax returns and other documents required to be filed by it on or before the date hereof in respect of all Governmental Charges and such returns and documents are complete and correct in all material respects and fairly represents the information and tax status of UQ for the relevant period;
 - (B) UQ has paid all Governmental Charges which are due and payable on or before the date hereof. Adequate provision was made in the UQ Financial Statements for all Governmental Charges for the periods covered by the UQ Financial Statements. To the knowledge of UQ, UQ has no liability for Governmental Charges other than those provided for in the UQ Financial Statements and those arising in the ordinary course of business since December 31, 2014 and for which adequate provisions have been made on the books of UQ;
 - (C) there are no actions, suits, proceedings, investigations, enquiries or claims now ongoing, pending or, to the knowledge of UQ, threatened against UQ in respect of the Governmental Charges;
 - (D) there are no Governmental Charges, assessments, re-assessments, or levies of whatsoever nature which UQ is required by law to withhold, collect or pay and for which BVT could become liable, including, but without limiting the generality of the foregoing, employment insurance, pension plan payments, non-resident withholding tax or source deductions, except as disclosed in the UQ Financial Statements and those arising in the ordinary course of business since December 31, 2014;
 - (E) all Governmental Charges, assessments, levies and source deductions which UQ is required by law to withhold or to collect, including, without limitation, employment insurance, employment benefits, pension plan payments and non-resident withholding tax, have been, to

its knowledge, duly withheld or collected, and paid over to the proper Governmental Authorities, or held by UQ or on behalf of it as required, and such withholdings and collections and all other payments due in connection therewith are duly reflected in the UQ Financial Statements to the date as of which they were prepared and since that date have been duly entered in the books of UQ; and

- (F) there are no agreements, waivers or other arrangements providing for any extension of time with respect to the filing of any tax return or other document in respect of Governmental Charges or the payment of any Governmental Charges by UQ.
- (hh) **Litigation.** There are no judgments unsatisfied, consent decrees or injunctions or embargos to which UQ is subject to or bound, and there are no actions, suits or proceedings, judicial or administrative (whether or not purportedly on behalf of UQ) pending or, to the knowledge of UQ, threatened, by or against or affecting it, at law or in equity, or before or by any court or any federal, provincial, municipal, state or other governmental department, commission, board, bureau, agency or instrumentality. UQ is not subject to any judgment, order, writ, injunction or decree of any court or government body which would prevent the discharge of the obligations arising pursuant to this Agreement or the consummation of the transactions herein contemplated.
- (ii) **Environmental Matters.** UQ has no environmental liabilities outstanding. No hazardous substances have been used in the operation of UQ's business except those hazardous substances used in the ordinary course of business, and there has been no release of any such substances in the operation of UQ's business in contravention or violation of any laws, regulations, rules or approvals created by a Governmental Authority applicable to UQ.
- (jj) **Intellectual Property Matters.**
 - (A) Schedule 4.1(jj) sets forth separately:
 - D. all Intellectual Property of which UQ is not the exclusive owner (except for UQ Intellectual Property that UQ uses pursuant to Commercial Software Licenses), identifying the subject matter, any related registration, and the limits on ownership by UQ,
 - E. all UQ Intellectual Property that UQ uses pursuant to license or sublicense of a third party (except for UQ Intellectual Property that UQ uses pursuant to Commercial Software Licenses), listing the subject matter, any ancillary registration, the source of authorization and the owner, and except as expressly disclosed pursuant to this subsection, UQ is not a party to any contract or commitment to pay any royalty, license or other fee with respect to the use of the UQ Intellectual Property, and
 - F. all UQ Intellectual Property that UQ owns jointly with a third party;
 - (B) UQ has not registered any patent, industrial design, trademark, tradename, copyright or other registration with respect to any UQ Intellectual Property anywhere in the world and there is no pending

application or application for registration that UQ has made with respect to any UQ Intellectual Property anywhere in the world;

- (C) the UQ Intellectual Property includes all of the Intellectual Property necessary or desirable for the operation of the business of UQ as presently conducted and as presently proposed to be conducted, except for Commercial Software Licenses;
 - (D) except as set forth in Schedule 4.1(jj), UQ owns exclusively or has the right to use pursuant to license or sublicense all UQ Intellectual Property. Each item of UQ Intellectual Property owned or used by UQ immediately prior to the Closing Date will be owned or available for use by UQ on identical terms and conditions immediately subsequent to the Closing Date;
 - (E) no consents are required for any UQ Intellectual Property that is required to be licensed or sublicensed to any third party in connection with UQ's business to be so licensed or sublicensed to any third party;
 - (F) UQ has not granted any third party any license, sublicense agreement or other permission with respect to any UQ Intellectual Property or the use of any UQ Intellectual Property;
 - (G) UQ has taken all actions considered by UQ to be commercially reasonable to maintain and protect all of the UQ Intellectual Property owned by UQ. No owned item of UQ Intellectual Property has been abandoned. Each item of UQ Intellectual Property used by UQ pursuant to license or sublicense is being used by UQ in compliance with the terms of the applicable license and the execution, delivery and performance of this Agreement by the parties hereto will not impair such authorized use;
 - (H) to the knowledge of UQ, no third party has interfered with, infringed upon, misappropriated or otherwise come into conflict with any UQ Intellectual Property rights of UQ; and
 - (I) except as set forth on Schedule 4.1(jj), to the knowledge of UQ, the business of UQ as presently conducted and as presently proposed to be conducted does not, and UQ has not, interfered with, infringed upon, misappropriated, misused, violated or otherwise come into conflict with any Intellectual Property rights of any third party, and UQ has not received notice of, and there is no action, suit, proceeding, hearing, investigation, charge, complaint, claim or demand that is pending or, to the knowledge of UQ, threatened that challenges or limits the legality, validity, enforceability, use or ownership of the UQ Intellectual Property (including any claim that UQ must license or refrain from using any Intellectual Property rights of any third party) and UQ is not subject to any outstanding injunction, judgment, order, decree, ruling or charge regarding same.
- (kk) **Filing Statement.** The Filing Statement, as and when filed on SEDAR as it relates to UQ, contains full, true and plain disclosure of all material facts relating to the securities of UQ.
- (ll) **Insurance.** UQ does not maintain and has never been a party to any policy of insurance of any nature.

- (mm) **Real Property.** UQ does not own and has never owned any interest in real property, other than as disclosed in the Filing Statement. UQ is not and has never been a party to any lease in respect of real property.
- (nn) **Personal Property.** UQ does not own and has never held any personal property except for cash held in its bank accounts and its books and records.
- (oo) **Exchange Policies.** UQ has complied in all material respects with applicable securities laws and with the Exchange policies and has not taken any steps or proceedings inconsistent therewith.
- (pp) **Duly Authorized.** The Exchanged Shares will be, at the Time of Closing, validly issued and outstanding as fully paid and non-assessable, in compliance with applicable corporate and securities laws.
- (qq) **Non-Arm's Length Matters.** No director, former director, officer, shareholder or employee of UQ or any person not dealing at arm's length within the meaning of the Tax Act with any such person is indebted to UQ, nor is UQ indebted to any such person. Since December 31, 2014, UQ has not made or authorized payments to any such persons.
- (rr) **Change of Control.** UQ is not a party to any agreement (written or oral), indenture, instrument or understanding or other obligation or restriction which includes provisions that would be triggered by this Agreement or the implementation of this Agreement including any change of control that may result, directly or indirectly, from this agreement or the implementation of this Agreement.
- (ss) **Full Disclosure.** None of the foregoing representations, warranties and statements of fact and none of the UQ Disclosure Documents (and nor will the Filing Statement upon completion) contain any untrue statement of a material fact or omit to state any material fact necessary to make such statement or representation not misleading to a prospective purchaser of UQ Shares who is seeking full information concerning UQ and its properties, business and affairs.
- (tt) **UQ Loan.** UQ acknowledges and agrees that, upon Closing, the UQ Loan shall be cancelled and be of no further force or effect and no payments shall be required to be made against the UQ Loan by BVT or the Resulting Issuer.
- (uu) **Consolidation.** Prior to Closing, UQ covenants and agrees to complete the Consolidation.
- (vv) **Name Change.** Prior to Closing, UQ covenants and agrees to complete the Name Change.

4.2 Survival of UQ's Representations and Warranties

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

ARTICLE 5 - CONDITIONS TO OBLIGATION TO CLOSE

5.1 Conditions to the Obligations of UQ.

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

- (a) **BVT and the Vendors' Representations, Warranties and Covenants.** Each of the Vendors and BVT shall have executed, delivered and performed all agreements and documents on their part to be performed hereunder; all representations and warranties of the Vendors and BVT contained in Article 3 as applicable, shall be materially true and correct at the Time of Closing, with the same effect as if made on and as of such time, and each of the Vendors and BVT shall deliver a Certificate executed as of the Time of Closing certifying that all representations and warranties of each of the Vendors and BVT as contained herein are true and correct as of the Time of Closing.
- (b) **No Material Change.** There shall not have been any change that constitutes a Material Adverse Effect on the condition (financial or otherwise), of the Assets, liabilities, capitalization, or Business from that as set forth in the BVT Financial Statements, and a Certificate to that effect signed by a duly authorized officer of BVT shall have been delivered to the Purchaser.
- (c) **UQ Shareholder Approval.** UQ shall have obtained all necessary approvals from its shareholders in order to complete the Transaction and all matters incidental thereto requiring such approval, including but not limited to, replacing the articles of the UQ to allow UQ to change its name.
- (d) **BVT Approval.** BVT shall have obtained all necessary approvals from its directors and shareholders in order to complete the Transaction.
- (e) **Employment Agreements.** Each of Michael Collinson and Todd Mason shall have entered into employment agreements with UQ in forms satisfactory to UQ.
- (f) **Sponsor Report.** Canaccord Genuity Corp. (or a replacement sponsor satisfactory to both BVT and UQ) shall have delivered either a sponsorship report satisfactory to the Exchange or such filings as are necessary to obtain a sponsorship waiver.
- (g) **Approvals.** There shall have been obtained the written consents or approvals, in form and substance satisfactory to the Purchaser and Purchaser's Counsel, acting reasonably, of any Governmental Authority or Persons whose consent to the transactions contemplated hereby is required, and all conditions imposed upon such consents shall have been satisfied, including without limitation: (i) the issuance of all necessary receipts, approvals, and acceptances for the Concurrent Offering; (ii) the acceptance by the Exchange of the transactions contemplated in this Agreement as UQ's Qualifying Transaction; and (iii) the Exchange's approval to list the Exchanged Shares to be issued in connection with the Transaction and the post-Consolidation UQ Shares to be issued in connection with the Concurrent Offering.
- (h) **Corporate Proceedings.** All necessary steps and corporate proceedings, as approved by Counsel for the Purchaser, shall have been taken to permit the issuance of the Exchanged Shares in exchange for the Purchased Securities.
- (i) **Closing Documents.** The Vendors and BVT shall have executed and delivered to the Purchaser all documents as the Purchaser or the Purchaser's Counsel may reasonably request for the purposes of effecting the transfer and delivery of the Purchased Securities in accordance with the terms of this Agreement which shall include the delivery of a legal opinion from Counsel to BVT in a form satisfactory to the Purchaser and its Counsel, acting reasonably, as to various matters relating to BVT including the due incorporation, existence and corporate authority of BVT.
- (j) **No Prohibition at Law.** No prohibition at law against the completion of the transactions contemplated by this Agreement shall be in existence.

- (k) **Voluntary Escrow.** Each holder of Purchased Securities shall have executed an escrow agreement in the applicable form as prescribed by the Exchange, as applicable.
- (l) **Concurrent Private Placement.** UQ shall have completed the Concurrent Offering.
- (m) **Transfer of the UQ Warrants.** UQ and BVT shall have completed the transfer of 50% of the UQ Warrants on a post consolidation basis, from certain warrant holders of UQ, equally to each of: Michael Collinson, Jim Molyneux, Patrick Molyneux, David Deslauriers, and Michael Deslauriers.
- (n) **Exchange Issuer.** Following the Closing of the Transaction, UQ shall satisfy the minimum listing requirements of the Exchange for a Tier 2 Issuer, as evidenced prior to Closing by a conditional listing letter issued by the Exchange.

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

5.2 Conditions to the Obligations of BVT and the Vendors.

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

- (a) **UQ's Representations, Warranties and Covenants.** UQ shall have executed, delivered and performed all agreements and documents on its part to be performed hereunder; all representations and warranties contained in Article 4 shall be materially true and correct at the Time of Closing, with the same effect as if made on and as of such time and UQ shall deliver a Certificate executed as of the Time of Closing to the Vendors and BVT certifying that all representations and warranties of UQ as contained herein are true and correct as of the Time of Closing.
- (b) **No Material Change.** There shall not have been any material adverse change in the condition (financial or otherwise), of the UQ Assets, or the liabilities, capitalization, or business of UQ from that as set forth in the UQ Financial Statements or provided by UQ to BVT in writing and accepted by them and a Certificate to that effect signed by a duly authorized officer of UQ shall have been delivered to BVT and the Vendors.
- (c) **UQ Shareholder Approval.** UQ shall have obtained all necessary approvals from its shareholders in order to complete the Transaction and all matters incidental thereto requiring such approval, including but not limited to, replacing the articles of UQ to allow for the name change on closing.
- (d) **BVT Shareholder Approval.** BVT shall have obtained all necessary approvals from its shareholders in order to complete the Transaction.
- (e) **Board of Directors.** The board of directors of UQ shall be composed of individuals acceptable to BVT and each of Gary Freeman, Darryl Cardey, Cale Moodie, and James Dawson shall have resigned from the board of directors of UQ.
- (f) **Sponsor Report.** Canaccord Genuity Corp. (or a replacement sponsor satisfactory to both BVT and UQ) shall have delivered either a sponsorship report satisfactory to the Exchange or such filings as are necessary to obtain a sponsorship waiver.

- (g) **Good Standing.** UQ shall be a corporation in good standing pursuant to the *Business Corporations Act* (British Columbia) and this fact shall be confirmed by a Certificate of Status or equivalent issued by the necessary government entity as of the Closing Date and delivered to BVT.
- (h) **Approvals.** There shall have been obtained the written consents or approvals, in form and substance satisfactory to the Vendors, BVT and their respective Counsel, acting reasonably, of any Governmental Authority or Persons whose consent to the transactions contemplated hereby is required, and all conditions imposed upon such consents shall have been satisfied, including without limitation: (i) the issuance of all necessary receipts, approvals, and acceptances for the Concurrent Offering; (ii) the acceptance by the Exchange of the transactions contemplated in this Agreement as a Reverse Takeover of UQ; and (iii) the Exchange's approval to list the Exchanged Shares to be issued in connection with the Transaction and the post-Consolidation UQ Shares to be issued in connection with the Concurrent Offering.
- (i) **Corporate Proceedings.** All necessary steps and corporate proceedings, as approved by Counsel for BVT shall have been taken to permit the issuance of the Exchanged Shares in exchange for the Purchased Securities.
- (j) **No Prohibition at Law.** At the Time of Closing, no prohibition at law against the completion of the transactions contemplated by this Agreement shall be in existence.
- (k) **Closing Documents.** The Purchaser shall have executed and delivered to the Vendors and BVT all documents as BVT and the Vendors' respective Counsel may reasonably request for the purposes of effecting the transfer and delivery of the Purchased Securities in accordance with the terms of this Agreement which shall include the delivery of a legal opinion from Counsel to the Purchaser in a form satisfactory to the Vendors and BVT, and their respective Counsel, acting reasonably, as to various matters including the due incorporation, existence and corporate authority of the Purchaser and the valid issuance of the Exchanged Shares.
- (l) **Concurrent Private Placement.** UQ shall have completed the Concurrent Offering with aggregate gross proceeds of a minimum of \$3,100,000 and all of the Sub Receipt Conditions shall have been satisfied.
- (m) **Transfer of the UQ Warrants.** UQ and BVT shall have completed the transfer of 50% of the UQ Warrants on a post consolidation basis, from certain warrant holders of UQ, equally to each of: Michael Collinson, Jim Molyneux, Patrick Molyneux, David Deslauriers, and Michael Deslauriers.
- (n) **Exchange Issuer.** Following the Closing of the Transaction, UQ shall satisfy the minimum listing requirements of the Exchange for a Tier 2 Issuer, as evidenced prior to Closing by a conditional listing letter issued by the Exchange.
- (o) **Cash on Closing.** UQ shall have available cash on the Closing Date of at least \$200,000, less fees paid in respect of audit and legal services incurred in connection with the Transaction, and filing fees paid to the Exchange.
- (p) **Name Change and Consolidation.** UQ shall have completed the Name Change and Consolidation and provided satisfactory evidence of same to BVT's counsel.

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

5.3 Rescission and Termination

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

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

This Agreement may be otherwise terminated:

- (a) by mutual consent of each of UQ and BVT; or
- (b) by either UQ or BVT, if the Closing has not occurred on or before June 30, 2015 or such later date as may be agreed to by UQ and BVT (provided that the right to terminate this Agreement under this subsection 5.3(3)(b) shall not be available to any party whose failure to fulfill any of its obligations under this Agreement has been the cause of or resulted in the failure to consummate the transactions contemplated hereby by such date).

ARTICLE 6 - COVENANTS

6.1 Filings

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

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

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

amendment or a supplement to the Filing Statement; and in any such event, BVT shall cooperate in the preparation of an amendment or a supplement to the Filing Statement.

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

6.2 Vendors Indemnity.

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

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

- (a) any inaccuracy or misrepresentation in any representation or warranty set forth in Section 3.1 after one year after the Closing Date, save in respect of any claims made in respect of Section 3.1(1)(b); or
- (b) unless and until the aggregate of all such claims exceeds \$25,000, and then only to the extent that such aggregate exceeds such amount to a maximum of the respective value of the Exchanged Securities received by each such Vendor.

6.3 Michael Collinson Indemnity.

Michael Collinson will indemnify and save harmless the UQ Indemnified Persons from and against all claims incurred by UQ directly or indirectly resulting from the breach of the representation and warranty of Michael Collinson set out in Section 3.4.

Notwithstanding any of the other provisions of this Agreement, Michael Collinson will not be liable to the UQ Indemnified Persons in respect of:

- (a) any inaccuracy or misrepresentation in the representation and warranty set forth in Section 3.4 after one year after the Closing Date; or
- (b) unless and until the aggregate of all such claims exceeds \$25,000, and then only to the extent that such aggregate exceeds such amount to a maximum value equal to \$2,457,367, being the value of all the post-Consolidation UQ Shares to be issued to Michael Collinson and Lori Collinson on closing of the Transaction, and which may be satisfied, at the option of Michael Collinson, by the return of such number of post-Consolidation UQ Shares as is equal in value to the amount of the claim, to UQ or as UQ may direct. The value of any UQ Shares that are transferred pursuant to this section shall be determined based on the 20 day VWAP of the UQ Shares at the time of the claim.

6.4 BVT Indemnity.

BVT will indemnify and save harmless the UQ Indemnified Persons from and against:

- (a) all claims directly or indirectly relating to the Purchased Securities and accruing up to the close of business on the day before the Closing Date;
- (b) all other claims directly or indirectly relating to BVT including claims relating to income, sales, excise or other taxes, other than claims resulting from the negligence, fraudulent acts or wilful misconduct of UQ; and
- (c) all claims incurred by UQ directly or indirectly resulting from any breach of any covenant of BVT contained in this Agreement or from any inaccuracy or misrepresentation in any representation or warranty set forth in Section 3.3.

Notwithstanding any of the other provisions of this Agreement, BVT will not be liable to the UQ Indemnified Persons in respect of:

- (d) any inaccuracy or misrepresentation in any representation or warranty set forth in Section 3.3 after one year after the Closing Date, save in respect of any claims made in respect of Section 3.1(1)(b); or
- (e) unless and until the aggregate of all such claims exceeds \$25,000, and then only to the extent that such aggregate exceeds such amount up to maximum of \$4,800,000.

6.5 UQ Indemnity

UQ will indemnify and save harmless the Vendors and BVT and the directors, officers and agents of BVT from and against:

- (a) all claims directly or indirectly relating to the Exchanged Shares and accruing up to the close of business on the day before the Closing Date;
- (b) all other claims directly or indirectly relating to UQ including claims relating to income, sales, excise or other taxes other than claims resulting from the negligence, fraudulent action or wilful misconduct of BVT; and
- (c) all claims incurred by the Vendors or BVT directly or indirectly resulting from any breach of any covenant of UQ contained in this Agreement or from any inaccuracy or misrepresentation in any representation or warranty set forth in Section 4.1.

Notwithstanding any of the other provisions of this Agreement, UQ will not be liable to the Vendors or BVT or to the directors, officers, employees or agents of BVT in respect of:

- (d) any inaccuracy or misrepresentation in any representation or warranty set forth in Section 4.1 after one year after the Closing Date; or
- (e) unless and until the aggregate of all such claims exceeds \$25,000, and then only to the extent that such aggregate exceeds such amount.

6.6 Notice of Claim

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

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

6.7 Direct Claims

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

6.8 Third Party Claims

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

6.9 Settlement of Third Party Claims

If the Indemnifying Party fails to assume control of the defence of any Third Party Claim, the Indemnified Party shall have the exclusive right to contest, settle or pay the amount so claimed. Notwithstanding whether or not the Indemnifying Party elects to assume control of the negotiation,

settlement or defence of any Third Party Claim, the Indemnifying Party shall not settle any Third Party Claim without the written consent of the Indemnified Party, which consent shall not be unreasonably withheld or delayed; provided, however, that the liability of the Indemnifying Party shall be limited to the proposed settlement amount if any such consent is not obtained for any reason or if, as a reason of a delay, a higher settlement amount is ultimately agreed upon.

6.10 Cooperation

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

6.11 Tax Information

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

6.12 Tax Assessments

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

6.13 Cumulative Rights

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

**ARTICLE 7 -
CLOSING**

7.1 Closing and Closing Date

The Closing of the Transaction herein contemplated shall take place in the offices of Chitiz Pathak LLP at 320 Bay Street, Suite 1600 in Toronto, Ontario at the Time of Closing or upon such earlier or later time and date and such place as may be agreed upon among the Purchaser, the Vendors and BVT.

ARTICLE 8 - RECORDS

8.1 Access to Premises and Records of BVT

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

8.2 Access to Premises and Records of UQ

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

ARTICLE 9 - INTERIM OPERATIONS

9.1 BVT Carrying on Business to Closing

From the date hereof until the earlier of the termination of this Agreement and the Closing Date, the Vendors and BVT shall: (1) cause BVT to carry on the Business in the normal and ordinary course; (2) use commercially reasonable efforts to cause BVT to preserve the ongoing goodwill of BVT; (3) use commercially reasonable efforts to cause BVT to ensure that key employees, if any, and key independent contractors continue their association with BVT; and (4) undertake to notify the Purchaser of any event or occurrence during such period which might reasonably be considered to have a Material Adverse Effect on the Assets or the Business.

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

- (a) enter into any transaction or material contract not in the ordinary course of Business;
- (b) borrow money or incur any indebtedness for money borrowed except as disclosed to and agreed upon by the Purchaser, acting reasonably;
- (c) issue, sell or agree to issue or sell any shares, rights, options, warrants or other securities of BVT, except as disclosed to and agreed upon by the Purchaser, acting reasonably;
- (d) purchase, cancel, retire, redeem or otherwise acquire any of BVT's outstanding securities, rights, options, warrants or other securities other than as contemplated herein;
- (e) change, amend or modify the charter documents or by-laws of BVT, other than as disclosed to and approved by UQ;
- (f) merge or amalgamate with or agree to merge or amalgamate with, or purchase substantially all of the assets of, or otherwise acquire any business; or sell or lease or agree to sell or lease, any material properties or assets or approve or undertake any other material transaction or furnish or cause to be furnished any information concerning the business, properties or assets of any Persons (other than to the Purchaser) which is interested in any such transactions;

- (g) except as required by law or in connection with the fiduciary duties of the officers or the directors of BVT, initiate, propose, assist or participate in any activities in opposition to or in competition with this Agreement, and without limiting the generality of the foregoing, to undertake any transaction or negotiate any transaction which would be or potentially could be in conflict with the Transaction and not to take actions of any kind which may reduce the likelihood of success of the Transaction; or
- (h) do anything that would cause any of the covenants, representations and warranties contained in Article 3 to be false or misleading.

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

- (i) cooperate fully with the Purchaser and use all reasonable commercial efforts to assist the Purchaser and its principals in their efforts to acquire the Purchased Securities and to complete the Concurrent Offering; and
- (j) use all reasonable commercial efforts to assist the Purchaser with all information required and requested by any Governmental Authority in connection with the Transaction and all corollary matters thereto.

9.2 UQ's Activities to Closing

Unless otherwise contemplated herein or approved by BVT in writing, during the period from the date hereof until the earlier of the Closing Date or the termination of this Agreement, UQ shall not:

- (a) enter into any transaction or material contract not in the normal and ordinary course of Business;
- (b) borrow money or incur any indebtedness for money borrowed except as disclosed to and agreed by BVT, acting reasonably;
- (c) issue, sell or agree to issue or sell any shares, rights, options, warrants or other securities of UQ, other than in connection with the UQ Options or the Concurrent Offering;
- (d) purchase, cancel, retire, redeem or otherwise acquire any of UQ's outstanding securities, rights, options, warrants or other securities other than as contemplated herein;
- (e) change, amend or modify the charter documents or by-laws of UQ, except as contemplated herein and as disclosed to and agreed by BVT, acting reasonably;
- (f) merge or amalgamate with or agree to merge or amalgamate with, or purchase substantially all of the assets of, or otherwise acquire any business; or sell or lease or agree to sell or lease, any material properties or assets or approve or undertake any other material transaction or furnish or cause to be furnished any information concerning the business, properties or assets of any Persons (other than to BVT and the Vendors) which is interested in any such transactions;
- (g) except as required by law or in connection with the fiduciary duties of the officers or the directors of the Purchaser, not to initiate, propose, assist or participate in any activities in opposition to or in competition with this Agreement, and without limiting the generality of the foregoing, to undertake any transaction or negotiate any transaction which would be or

potentially could be in conflict with the Transaction and not to take actions of any kind which may reduce the likelihood of success of the Transaction; or

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

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

- (i) cooperate fully with BVT and the Vendors and use all reasonable commercial efforts to assist BVT and the Vendors in their efforts to sell the Purchased Securities and to complete the Transaction and the Concurrent Offering; and
- (j) use all reasonable commercial efforts to assist BVT and the Vendors with all information required and requested by any Governmental Authority in connection with the Transaction, the Concurrent Offering and all corollary matters thereto.

9.3 Transaction Documents

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

ARTICLE 10 - GENERAL

10.1 Expenses

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

10.2 Documents and Information Confidential

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

10.3 Time of the Essence

Time shall be of the essence of this Agreement.

10.4 Governing Law

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

10.5 Counterparts and Delivery

This Agreement may be executed in several counterparts and delivered by a facsimile or PDF copy of an original execution page bearing the signature of each party hereto, each of which when so

executed shall be deemed to be an original, and such counterparts or facsimile or PDF copies thereof together shall comprise one and the same instrument and, notwithstanding their date of execution, shall be deemed to bear the date as of the date above written.

10.6 Notices

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

if to the Purchaser at:

Unique Resources Corp.
480-789 W. Pender Street
Vancouver, BC V6C 1H2

Attention: Gary Freeman
Facsimile No.: 604.648.8105

and a copy to:

DuMoulin Black LLP
10th Floor, 595 Howe Street
Vancouver, BC, V6C 2T5

Attention: Paul Visosky
Facsimile No.: 604.687.8772

if to any of the Vendors at:

[Vendor's name] c/o
Bee Vectoring Technology Inc.
48 William Street East
Caledon, ON
L7K 1N7

Attention: Michael Collinson
Facsimile No.: 519.927.5071

and a copy to:

Chitiz Pathak LLP
320 Bay Street,
Suite 1600
Toronto, Ontario
M5H 4A6

Attention: Josh Arbuckle
Facsimile No.: 416.368.0300

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

10.7 Enurement

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

10.8 Further Assurances

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

10.9 Public Announcement

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

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

10.10 Power of Attorney

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

10.11 Regulatory Approval

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

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

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

UNIQUE RESOURCES CORP.

Per: “Gary Freeman”
Name: Gary Freeman
Title: President and Chief Executive Officer

BEE VECTORING TECHNOLOGY INC.

Per: “Michael Collinson”
Name: Michael Collinson
Title: President

SIGNED, SEALED & DELIVERED
In the presence of:

Witness

Print Name: _____

"Lori Collinson"

LORI COLLINSON

SIGNED, SEALED & DELIVERED
In the presence of:

Witness

Print Name: _____

“Todd Mason”

TODD MASON

SIGNED, SEALED & DELIVERED
In the presence of:

Witness

Print Name:_____

“John Sutton”

JOHN SUTTON

SIGNED, SEALED & DELIVERED
In the presence of:

Witness

Print Name:_____

“Patrick Molyneux”

PATRICK MOLYNEUX

SIGNED, SEALED & DELIVERED
In the presence of:

Witness

Print Name:_____

“Michael Collinson”

MICHAEL COLLINSON

SIGNED, SEALED & DELIVERED
In the presence of:

Witness

Print Name: _____

“David Deslauriers”

DAVID DESLAURIERS

SIGNED, SEALED & DELIVERED
In the presence of:

Witness

Print Name:_____

“Michael Deslauriers”

MICHAEL DESLAURIERS

SIGNED, SEALED & DELIVERED
In the presence of:

Witness

Print Name:_____

“James Molyneux”

JAMES (JIM) MOLYNEUX

SIGNED, SEALED & DELIVERED
In the presence of:

Witness

Print Name: _____

“Peter Kevan”

PETER KEVAN

SIGNED, SEALED & DELIVERED
In the presence of:

Witness

Print Name:_____

"Graham E. Saunders"

GRAHAM E. SAUNDERS

2180679 ONTARIO INC.

Per: "David Danziger"

Name: David Danziger
Title: President

PENGALLY BAY INVESTMENTS INC.

Per: "Jim Molyneux"

Name: Jim Molyneux

Title: President

CHITIZ PATHAK LLP

Per: *“Josh Arbuckle”*

Name: Josh Arbuckle

Title: Partner

CHELSIAN SALES AND MARKETING INC.

Per: *“Michael Collinson”*

Name: Michael Collinson

Title: President

Schedule 2.1

VENDOR EXCHANGED SECURITIES AND INDEBTEDNESS

Name of Securityholder	Number of Securities of BVT or Principal Amount of Indebtedness	Number of Exchanged Shares to be Issued
BVT SHARES		
Lori Collinson	70	7,111,111
Todd Mason	34	3,453,968
John Sutton	1	101,587
Patrick Molyneux	19	1,930,159
Michael Collinson	12.2468984764588	1,244,129
David Deslauriers	16.37655075117706	1,663,650
Michael Deslauriers	16.37655075117706	1,663,650
Jim Molyneux	19	1,930,159
Peter Kevan	1	101,587
NON-INTEREST BEARING CONVERTIBLE DEBENTURES		
Michael Collinson	\$50,000	250,000
2180679 Ontario Ltd.	\$22,500	112,500
Pengally Bay Investments Inc.	\$22,500	112,500
Chitiz Pathak LLP	\$75,000	300,000
INTEREST BEARING CONVERTIBLE DEBENTURES		
Graham E. Saunders	\$55,000	293,577 ⁽¹⁾
David DesLauriers	\$44,300	233,922 ⁽¹⁾
CHELSIAN NOTE		
Chelsian Sales and Marketing Inc.	\$244,846	1,224,230

Note: (1) Includes interest accrued to June 15, 2015. To be adjusted to Closing Date.

Schedule 3.3(1)(c)

BVT PERMITTED ENCUMBRANCES

Please see the attached search results under the *Personal Property Security Act* (Ontario).

Schedule 3.3(1)(d)

BVT LEASES

None.

Schedule 3.3(1)(l)

BVT MATERIAL CONTRACTS

The following are the material contracts entered into by BVT:

- General Security Agreement of BVT in favour of Chelsian Sales and Marketing Inc. (“**Chelsian**”) dated October 1, 2013;
- The Chelsian Note issued on October 1, 2013, as amended March 31, 2014 in the aggregate principal amount of \$244,846;
- General Security Agreement in favour of Michael Collinson and Pengally Bay Investments Inc., 2180679 Ontario Ltd., and Chitiz Pathak LLP, dated March 31, 2014;
- Non-Interest Bearing Convertible Debenture in the aggregate principal amount of \$50,000 registered to Michael Collinson;
- Non-Interest Bearing Convertible Debenture in the aggregate principal amount of \$22,500 registered to Pengally Bay Investments Inc.
- Non-Interest Bearing Convertible Debenture in the aggregate principal amount of \$22,500 registered to 2180679 Ontario Ltd.
- Non-Interest Bearing Convertible Debenture in the aggregate principal amount of \$75,000 registered to Chitiz Pathak LLP;
- General Security Agreement registered in favour of Graham Saunders dated September 2, 2014;
- Two Interest Bearing Convertible Debentures in the aggregate principal amount of \$55,000 registered to Graham Saunders;
- General Security Agreement in favour of David Deslauriers dated February 13, 2015;
- Two Interest Bearing Convertible Debentures in the aggregate principal amount of \$44,300 registered to David Deslauriers;
- The agency agreement to be entered into among BVT, UQ, and Canaccord Genuity Corp. Inc. on closing of the Concurrent Offering; and
- Share Exchange Agreement.

Schedule 3.3(1) (n)

EMPLOYEES OF BVT

None.

Schedule 3.3(1)(p)

MANAGEMENT CONTRACTS

None

Schedule 3.3(1)(q)

CONTRACTUAL AND REGULATORY APPROVALS

Only as set out in the Filing Statement.

Schedule 3.3(1)(cc)

BVT LIABILITIES

None.

Schedule 3.3(1)(gg)

BVT CHANGES

None.

Schedule 3.3(1)(II)

BVT INTELLECTUAL PROPERTY

- A. There is no Intellectual Property of which BVT is not the exclusive owner (save for Commercial Software Licenses);
- B. There is no BVT Intellectual Property that BVT uses pursuant to license or sublicense of a third party (save for Commercial Software Licenses);
- C. There is no BVT Intellectual Property that is owned jointly with a third party.

BVT has the following patents pending internationally pursuant to the Patent Cooperation Treaty (“PCT”) and is in the process of making individual country patent filings in strategically selected foreign jurisdictions:

- 1. The Apparatus for Treatment of Plants (the Tray System) (WO2012/135940A1);
- 2. The Apparatus for Treatment of Plants (also for the Tray System) (WO2014/117278A1);
- 3. A Formulation Comprising a Particulate Calcium Silicate and Clonostachys Rosea for Treating Plants (Vectorite) (WO2013/134870A1); and
- 4. The Isolated Strain of Clonostachys Rosea for Use as a Biological Control Agent (BVT-CR7) (WO2015/035504A1).

Please see the attached chart for the status of the above-noted PCT applications and individual country filings globally.

Schedule 4.1(1)(ee)

UQ MATERIAL CONTRACTS

The following are the material contracts entered into by UQ, or that will be entered into by UQ:

- Lucifer Property option agreement dated June 1, 2011 whereby the Issuer acquired an option to acquire a 100% interest in mining claims known as the Lucifer Property, as amended November 20, 2014;
- An agency agreement among BVT, UQ, and Canaccord Genuity Corp. upon closing of the Concurrent Offering; and
- the Share Exchange Agreement.