

**SHARE EXCHANGE AGREEMENT  
(the Agreement)**

**THIS AGREEMENT** is dated the \_\_\_\_ day of February, 2017 and is made

**BETWEEN:**

**JAMES M. WALKER**  
an individual residing in Ottawa, Ontario,

(the **Shareholder**)

- and -

**4399871 CANADA INC.**  
a corporation incorporated under the laws of Canada,

(the **Corporation**)

**WHEREAS:**

- (A) The Shareholder is the legal and beneficial owner of one hundred (100) Class A shares in the capital of the Corporation (the **Subject Shares**).
- (B) The Shareholder wishes to exchange the Subject Shares for ~~{●}~~ (●seven million twenty-nine thousand and six hundred (7,029,600)) Class A Preferred Shares in the capital of the Corporation (the **New Shares**) on the terms and conditions hereinafter set out.
- (C) In connection with the entering into of this Agreement, the Corporation has reorganized its capital, *inter alia*, to create and authorize the issuance of New Shares.
- (D) The Corporation and the Shareholder agree that the exchange of the Subject Shares for the New Shares shall occur on a tax-deferred basis pursuant to section 86 of the *Income Tax Act* (Canada) (**ITA**).

**NOW IT IS HEREBY AGREED** as follows:

- 1 Effective as of the date hereof, the Shareholder hereby exchanges the Subject Shares for fully paid and non-assessable New Shares.
- 2 Simultaneously with the execution of this Agreement:
  - (a) the Shareholder shall deliver to the Corporation his share certificate representing the Subject Shares to be cancelled forthwith; and
  - (b) the Corporation shall issue and deliver to the Shareholder a share certificate representing the New Shares registered.
- 3 The Corporation agrees that, in accordance with subsection 26(3) of the *Canada Business Corporations Act*, it shall add to its stated capital account in respect of the New Shares an amount equal to the paid up capital of the Subject Shares.

- 4 It is hereby declared that it is the intention of the parties hereto that the exchange of the Subject Shares for the New Shares shall be completed at the fair market value of the Subject Shares as at the date hereof, which the parties have determined to be C\$~~7,029,600~~ 7,029,600 in the aggregate. In the event that any taxing authority having jurisdiction issues or proposes to issue an assessment or reassessment of income or tax on the basis that (or which implies that) the fair market value of the Subject Shares is an amount (the **Revised Amount**) different from that set out by the parties in this Agreement, and such Revised Amount is relevant in determining the tax liability of the Corporation or the Shareholder in the year in which the New Shares were issued, the fair market value of the Subject Shares shall, for all purposes of this Agreement, be automatically adjusted *nunc pro tunc*, such that the issue price of any New Shares issued by the Corporation in exchange for the Subject Shares be equal to such Revised Amount as determined or implied by and upon a Final Determination of such assessment or reassessment. For the purposes hereof, a Final Determination of an assessment or reassessment shall occur (i) if such assessment or reassessment is issued by a taxing authority having jurisdiction and no objection is made thereto, (ii) if agreement is reached between the Shareholder or the Corporation and such taxing authority regarding such actual or proposed assessment or reassessment, or (iii) if determined by a judgment of a court of competent jurisdiction which judgment is not appealed or in respect of which no right of appeal lies.
- 5 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
- 6 The parties shall, forthwith after the execution of this Agreement and at any time thereafter, whether upon demand or otherwise, make, do and execute or cause and procure to be made, done and executed all such further acts, deeds or assurances as may be necessary or desirable in order to implement this Agreement and carry out the intention of the parties hereto.
- 7 Time shall be of the essence of this Agreement and of every part hereof.
- 8 This Agreement shall be binding upon and enure to the benefit of the parties hereto and to their respective successors and assigns. Neither party may assign any of its rights or obligations hereunder without the prior written consent of the other party.
- 9 This Agreement contains the entire agreement between the parties with respect to all matters herein and may not be amended except by a written instrument signed by both of the parties hereto.
- 10 This Agreement may be executed in separate counterparts and by facsimile or other electronic means, each of which shall constitute an original and both of which taken together shall constitute one and the same instrument.

[Signature page follows]

**IN WITNESS WHEREOF** the parties hereto have executed this Share Exchange Agreement as of the date first above written.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
James M. Walker

**4399871 CANADA INC.**

Per: \_\_\_\_\_  
Name: James M. Walker  
Title: President