

## SHARE EXCHANGE AGREEMENT

**THIS AGREEMENT** is made effective as of September 30, 2015 (the “**Effective Date**”).

**AMONG:**

**EXPEDITION MINING INC.**

c/o Suite 2900 – 595 Burrard Street, Vancouver, BC V7X 1J5

(“**EXU**”)

**AND:**

**BSS LIFE SCIENCES INC.**

of 700 - 595 Burrard Street, Vancouver, BC V7X 1S8

(“**BSS**”)

**AND:**

**EACH OF THE SHAREHOLDERS OF BSS**

as listed in Schedule A hereto

(collectively, the “**BSS Shareholders**”)

**WHEREAS:**

- A. The BSS Shareholders are collectively the legal and beneficial owners of all of the issued and outstanding common shares in the capital of BSS (the “**BSS Shares**”);
- B. The BSS Shareholders have agreed to sell, and EXU has agreed to purchase, all of the outstanding BSS Shares (the “**Acquisition**”) on the terms and conditions set forth herein.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do covenant and agree each with the other as follows:

**1. Definitions and Schedules**

1.1 Definitions: In this Agreement:

“**Acquisition**” has the meaning assigned to that term in Recital B;

“**Agreement**” means this agreement and any Schedules attached hereto;

“**Applicable Laws**” means all applicable rules, policies, notices, orders and legislation of any kind whatsoever of any governmental authority, regulatory body or stock exchange having jurisdiction over the transactions contemplated hereby;

“**Assets**” means all properties, assets, privileges, rights, interests and claims, real and personal, tangible and intangible, of every type and description, which are belonging to or usually or ordinarily used in the Business, as a going concern, or to which BSS is entitled in connection with the Business, including without limitation:

- (i) the Books and Records;

- (ii) the Material Contracts;
- (iii) the Goodwill;
- (iv) the Intangible Property;
- (v) the License; and
- (vi) the Owned Equipment;

“**BCBCA**” means the *Business Corporations Act* (British Columbia), as amended from time to time;

“**Books and Records**” means all books, records, files, documents and other written Information relating to the Business or BSS, including without limitation the following:

- (i) lists of customers, service providers and suppliers (past, present and potential)
- (ii) price lists;
- (iii) records with respect to costs, prepaids, deposits and equipment;
- (iv) advertising matter, correspondence, mailing lists, photographs, sales materials and records, purchasing materials and records;
- (v) sales order and purchase order files;
- (vi) correspondence files (including correspondence relating to discounts, rebates, deposits, tax credits, future commitments, standards of any relevant Governmental Authority, social service taxes, goods and services taxes, and claims or complaints by customers or clients); and
- (vii) other records used in or required to continue the Business as heretofore and presently being conducted by BSS;

“**BSS**” has the meaning ascribed to that term on the face page of this Agreement;

“**BSS Approvals**” means all necessary approvals and consents required to be obtained by BSS in connection with the transactions contemplated by this Agreement;

“**BSS Financial Statements**” means the audited consolidated balance sheets, statements of income, retained earnings and cash flows of BSS for the period ended July 31, 2015, prepared in accordance with international financial reporting standards, and attached hereto as Schedule J;

“**BSS Investigation**” has the meaning assigned to that term in Section 5.1(a);

“**BSS Representatives**” has the meaning assigned to that term in Section 5.1(a);

“**BSS Securities**” means collectively the BSS Shares and BSS Warrants;

“**BSS Shareholders**” means the parties listed as legal and beneficial holders of BSS Securities on Schedule A of this Agreement;

“**BSS Shares**” has the meaning assigned to that term in Recital A;

“**BSS Subsidiaries**” means the wholly owned Subsidiaries as set out in Schedule D;

“**BSS Warrants**” means all of the issued and outstanding warrants in the capital of BSS, held by the BSS Shareholders; each BSS Warrant entitling the holder thereof to acquire one additional BSS Share for \$0.15 to and until three years from the date of issue;

“**Business**” means BSS’s business of developing, manufacturing and selling an imaging and visualization technology with endoscopic capabilities, in accordance with the Licence;

“**Closing**” has the meaning assigned to that term in Section 10.1;

“**Closing Date**” has the meaning assigned to that term in Section 10.1;

“**Communication**” has the meaning assigned to that term in Section 15.8;

“**Drop Dead Date**” means November 30, 2015, or such other date as the parties may mutually approve in writing;

“**Effective Date**” means the date stated on the first page hereof, being the date upon which this Agreement was executed by BSS Shareholders holding at least 13,250,001 BSS Shares and upon which this Agreement became legally binding on the parties;

“**Employment Agreement**” has the meaning ascribed to that term in Section 4.3;

“**Encumbrances**” means mortgages, charges, pledges, security interests, liens, encumbrances, actions, claims, liabilities, demands and equities of any nature, including without limitation, any liability for accrued but unpaid taxes;

“**Escrow Agreement**” has the meaning assigned to that term in Section 2.6;

“**Escrow Policy**” means National Policy 46-201, *Escrow for Initial Public Offerings*;

“**Escrow Requirement**” has the meaning assigned to that term in Section 2.6;

“**Escrow Securities**” has the meaning assigned to that term in Section 2.5;

“**Exchange**” or “**CSE**” means the Canadian Securities Exchange;

“**Exemptions**” has the meaning ascribed thereto in Section 2.11(a);

“**EXU Approvals**” means all necessary approvals and consents required to be obtained by EXU in connection with the transactions contemplated by this Agreement;

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

“**EXU Disclosure Documents**” has the meaning assigned to that term in paragraph 9 of Schedule F;

“**EXU Financial Statements**” has the meaning assigned to that term in paragraph 16 of Schedule F;

“**EXU Interests**” mean all assets, rights, contracts and contractual rights held or owned by EXU;

“**EXU Investigation**” has the meaning assigned to that term in Section 5.2(a);

**“EXU Payment Securities”** means collectively the EXU Payment Shares, EXU Payment Warrants and EXU Performance Shares;

**“EXU Payment Shares”** means 21,500,000 EXU Common Shares to be issued by EXU to the BSS Shareholders under the terms and conditions of this Agreement which includes the EXU Performance Shares;

**“EXU Payment Warrants”** means 10,000,000 warrants to purchase EXU Common Shares to be issued by EXU to the holders of BSS Warrants under the terms and conditions of this Agreement; each EXU Payment Warrant entitling the holder thereof to acquire one EXU Common Share during the 24 months following the Closing Date, at \$0.15 per share;

**“EXU Performance Shares”** means 5,000,000 EXU Common Shares to be issued by EXU to the BSS Shareholders which will be released from escrow upon satisfaction of the EXU Performance Share Release Conditions;

**“EXU Performance Share Release Conditions”** means the completion of a beta prototype pertaining to the Technology which satisfactorily demonstrate the commercial viability of products based on such Technology;

**“EXU’s Representatives”** has the meaning assigned to that term in Section 5.2(a);

**“EXU Resignations”** has the meaning assigned to that term in Section 4.2;

**“EXU Shareholders’ Meeting”** means that meeting of the shareholders of EXU to be called for the purpose of, among other things, approving the Acquisition and any change of control resulting therefrom;

**“EXU Units”** mean units to be distributed by EXU pursuant to the Financing; each such unit comprising of one EXU Common Share and one EXU Financing Warrant;

**“EXU Financing Warrant”** means a warrant forming part of an EXU Unit, entitling the holder thereof to acquire one EXU Common Share during the 24 months following the date of issue, at \$0.25 per share if exercised in the first 12 months and at \$0.35 per share thereafter (subject to certain acceleration and adjustment provisions);

**“Financing”** means the concurrent equity financing of EXU, to raise aggregate gross proceeds of not less than \$1,000,000 through the issuance of EXU Units at a price of \$0.15 per EXU Unit;

**“Goodwill”** means the goodwill of BSS including, without limitation, all customer lists, documents, records, correspondence and other Information related to the Business;

**“Government Authority”** means any foreign, national, provincial, local or state government, any political subdivision or any governmental, judicial, public or statutory instrumentality, court, tribunal, agency (including those pertaining to health, safety or the environment), authority, body or entity, or other regulatory bureau, authority, body or entity having legal jurisdiction over the activity or Person in question and, for greater certainty, includes the Exchange and the applicable Securities Commissions;

**“Information Circular”** means the management information circular to be prepared by EXU in connection with the Acquisition and the EXU Shareholder Meeting, or such other prospectus-level

disclosure document as is required or permitted by the Exchange to be filed in connection with the Acquisition;

“**Intangible Property**” means all right, title and interest of BSS in and to all registered and unregistered trademarks, trade or brand names, copyrights, designs, inventions, patents, software, licenses, distribution agreements, authorities, restrictive covenants, and other rights used in connection with the Business;

“**ITA**” means the *Income Tax Act* (Canada);

“**Licence**” means that Material Contract between BSS and Lawrence Livermore National Security, LLC, whereby BSS was granted the exclusive right and licence to use the Technology in connection with its Business, as more particularly described in Schedule C hereto;

“**Listing**” has the meaning assigned to that term in paragraph 4 of Schedule F;

“**LOI**” means the letter of intent between EXU and BSS dated July 9, 2015;

“**Material Contracts**” means contracts, agreements and other material documents of a Person of any kind whatsoever including, without limitation, lease agreements, license agreements, assignment agreements, operating agreements, joint venture agreements, acquisition and disposition agreements, employment agreements, shareholder or voting agreements, share purchase or sale agreements, bank and financial institution loans, promissory notes, debenture, general security, subordination and priority agreements that are material to such Person’s business;

“**Old Documents**” has the meaning assigned to that term in Section 10.2(a)(iii);

“**Owned Equipment**” means all equipment, computer equipment, production equipment, office equipment, furniture, furnishings and tools of any kind owned by BSS and used or held for use in connection with the Business and any warranties of manufacturers and maintenance in relation to the foregoing, a complete and accurate list of which is attached as Schedule L;

“**Person**” means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization or association, or a governmental entity (or any department, agency, or political subdivision thereof);

“**Personal Information**” has the meaning assigned to that term in Section 14.2;

“**Principal Shareholder**” means Jim Hutchens;

“**Regulatory Approval**” means all approvals, consents, waivers, permits, orders or exemptions from any Government Authority having jurisdiction or authority over any party hereto which are required to be obtained in order to permit the Acquisition to be effected, including, without limitation, approval of the Exchange and the applicable Securities Commissions;

“**Representative**” has the meaning assigned to that term in Section 12.1;

“**Securities Act**” means the British Columbia *Securities Act*, R.S.B.C. 1996, c.418, as amended and the current rules and regulations thereunder, and the blanket rulings, orders and instruments issued by the British Columbia Securities Commission;

“**Security**” or “**Securities**” means any shares, ownership interests, stock options, stock option plans, employee share ownership plans, warrants, convertible notes or debentures, agreements, documents, instruments or other writings of any kind whatsoever which constitute a “security” as that term is defined in the Securities Act;

“**Securities Commissions**” means collectively the British Columbia Securities Commission and such other commissions as may hold jurisdiction over the transactions contemplated herein;

“**Securities Laws**” means the securities legislation having application, the regulations and rules thereunder and all administrative policy statements, instruments, blanket orders, notices, directions and rulings issued or adopted by the applicable securities regulatory authority, all as amended;

“**Subsidiary**” means a subsidiary within the meaning of Section 2(2) of the BCBCA and “**Subsidiaries**” means more than one Subsidiary;

“**Tax**” or “**Taxes**” means all taxes and other governmental charges of any kind whatsoever including without limitation, all federal, state, municipal or other governmental imposed income tax, capital tax, capital gains tax, transfer tax, value-added tax, sales tax, social services, health, payroll and employment taxes, duty, customs, or import duties and any penalty charges or interest in respect of the forgoing;

“**Technology**” means the proprietary technology forming the basis for the Licence;

“**Third Party**” means any partnership, corporation, trust, unincorporated organization, union, government, governmental department or agency, individual or any heir, executor, administrator or other legal representative of an individual other than a party to this Agreement; and

“**Time of Closing**” has the meaning assigned to that term in Section 10.1.

## 1.2 Schedules:

The following schedules are attached to and form part of this Agreement:

<b>Schedule</b>	<b>Title</b>
A	BSS Authorized and Issued Securities
B	EXU Authorized and Issued Securities
C	Licenses
D	Subsidiaries
E	Representations and Warranties of BSS and the Principal Shareholder
F	Representations and Warranties of EXU
G	Representations and Warranties of the BSS Shareholders
H	BSS Material Contracts
I	EXU Material Contracts
J	BSS Financial Statements
K	BSS Intangible Property
L	Owned Equipment
M	Employment Agreement

N	List of Encumbrances
O	Litigation
P	Insurance Policies
Q	List of Employees
R	U.S. Representation Letter

## 2. Purchase and Sale

- 2.1 Subject to the terms and conditions of this Agreement, each of the BSS Shareholders agrees to sell all of their ownership interest in and to the BSS Securities, as described in Schedule A, to EXU free and clear of all Encumbrances, and EXU agrees to purchase all of the BSS Securities for and in consideration of the EXU Payment Securities.
- 2.2 The EXU Payment Shares will be issued to the BSS Shareholders, on Closing, pro rata as to their respective number of BSS Shares held, as more particularly set out in Schedule A. The parties acknowledge and agree that the fair market value of the EXU Payment Shares issued to the BSS Shareholders in exchange for the BSS Shares will be equal to the fair market value of the BSS Shares surrendered in exchange therefor.
- 2.3 The EXU Payment Warrants will be issued to those BSS Shareholders, on Closing, pro rata as to their respective number of BSS Warrants held, as more particularly set out in Schedule A. The parties acknowledge and agree that the fair market value of the EXU Payment Warrants issued to the BSS Shareholders in exchange for the BSS Warrants will be equal to the fair market value of the BSS Warrants surrendered in exchange therefor.
- 2.4 The EXU Performance Shares will be issued to those BSS Shareholders, on Closing, as more particularly set out in Schedule A; provided that the EXU Performance Shares will be subject to escrow restrictions until the EXU Performance Share Release Conditions are satisfied, which must occur on or before three years following the Closing Date.
- 2.5 Any EXU Payment Securities received by a “principal”, as defined in the Escrow Policy (“**Escrow Securities**”) will be subject to escrow conditions prescribed by such policy pursuant to the terms of an agreement (the “**Escrow Agreement**”) to be entered into among EXU, the holders of Escrow Securities and Computershare Investor Services Inc.
- 2.6 Each BSS Shareholder, if any, who receives Escrow Securities acknowledges and agrees that its respective EXU Payment Securities will be subject to escrow under the Escrow Policy, to be held in escrow and to be released to such BSS Shareholder or its designated nominees in stages based on the passage of time (the “**Escrow Requirement**”). Each BSS Shareholder acknowledges and agrees that it or its designated nominees will abide by whatever Escrow Requirement is imposed by the Exchange and prior to the Closing Date will (i) enter into the form of Escrow Agreement required by the Exchange and (ii) deposit in escrow their respective Escrow Securities.
- 2.7 EXU agrees that any eligible BSS Shareholder that wishes to jointly elect with EXU under subsection 85(1) of the ITA in respect of the Acquisition in the prescribed form and within the time as prescribed by the ITA, may do so, and the amount to be jointly elected by such BSS Shareholder and EXU may be determined by such BSS Shareholder, acting reasonably and in compliance with the provisions of the ITA, provided that such BSS Shareholder will reimburse EXU in respect of any reasonable professional fees incurred by EXU in respect of the filing of such elections.

- 2.8 Prior to the release of any of EXU Payment Securities to any BSS Shareholder not resident in Canada, such BSS Shareholder will provide EXU with a clearance certificate under §116 of the ITA, or such security in lieu of the same as EXU may agree.
- 2.9 All outstanding options to purchase any EXU Common Shares will be cancelled prior to Closing, and at Closing new options will be issued in amounts and at exercises prices to be determined at the discretion of the board of directors of EXU having regard to the policies of the Exchange.
- 2.10 EXU does not assume and shall not be liable for any taxes under the ITA or any other taxes whatsoever which may be or become payable by BSS Shareholders including, without limiting the generality of the foregoing, any taxes resulting from or arising as a consequence of the sale by BSS Shareholders to EXU of the BSS Securities herein contemplated, and BSS Shareholders shall indemnify and save harmless EXU from and against all such taxes.
- 2.11 Each BSS Shareholder hereby acknowledges and agrees with EXU as follows:
- (a) the transfer of the BSS Securities and the issuance of the EXU Payment Securities in exchange therefor will be made pursuant to appropriate exemptions (the “**Exemptions**”) from the formal takeover bid and registration and prospectus (or equivalent) requirements of the Securities Laws;
  - (b) as a consequence of acquiring the EXU Payment Securities pursuant to the Exemptions:
    - (i) the BSS Shareholder will be restricted from using certain of the civil remedies available under the Securities Laws;
    - (ii) the BSS Shareholder may not receive Information that might otherwise be required to be provided to the BSS Shareholders, and EXU is relieved from certain obligations that would otherwise apply under Securities Laws if the Exemptions were not being relied upon by EXU;
    - (iii) no securities commission, stock exchange or similar regulatory authority has reviewed or passed on the merits of an investment in the EXU Payment Securities;
    - (iv) there is no government or other insurance covering the EXU Payment Securities; and
    - (v) an investment in the EXU Payment Securities is speculative and of high risk;
  - (c) the certificates representing the EXU Payment Securities will bear such legends as required by Securities Laws and the policies of the Exchange and it is the responsibility of the BSS Shareholder to find out what those restrictions are and to comply with them before trading any EXU Payment Securities; and
  - (d) the BSS Shareholder is knowledgeable of, or has been independently advised as to, the Applicable Laws of those jurisdictions which apply to the sale of the BSS Securities and the issuance of the EXU Payment Securities and which may impose restrictions on the resale of such EXU Payment Securities in those jurisdictions and it is the responsibility of the BSS Shareholder to find out what those resale restrictions are, and to comply with them before trading any EXU Payment Securities.



### 3. Concurrent Financing

- 3.1 EXU will arrange for the Financing. The Financing will be completed by way of the issuance by EXU of EXU Units at a price of \$0.15 per EXU Unit.
- 3.2 The Financing shall close as soon as is practical and no later than the Time of Closing and will be for gross proceeds of not less than \$1,000,000.
- 3.3 BSS, the BSS Shareholders and EXU shall cooperate to provide all finders and agents for the Financing (if any), and their respective legal counsel and professional advisors with all documents, Information and commercially reasonable assistance required to prepare the necessary private placement offering documents and conduct the necessary marketing and due diligence for the Financing.

### 4. Director and Officer Appointments

- 4.1 On Closing, (i) William Galine will resign as CEO, and (ii) provided such persons meet all necessary legal and regulatory requirements and are willing and able to act in the positions shown below, the directors and officers of EXU shall consist of the following persons, and EXU shall take all necessary steps to obtain resignations of existing directors and officers in order for these appointments to be effective on Closing:

Jim Hutchens	Director, President and CEO
Dr. Robin Atlas	Director
William Galine	Director and Corporate Secretary
Bill Lunde	Director
Steve Chan	Director
Jorge Avelino	CFO

- 4.2 On Closing, EXU shall deliver resignations (the “**EXU Resignations**”) of those directors and officers of EXU who are either not continuing with EXU or are continuing in a different capacity or role; such resignations to include waivers in respect of any liabilities of EXU to them in a form acceptable to BSS, acting reasonably.
- 4.3 On Closing, EXU and BSS will enter into an employment agreement with Jim Hutchens (the “**Employment Agreement**”) in relation to his positions as President and CEO.

### 5. Covenants, Agreements and Acknowledgements

- 5.1 EXU covenants and agrees with BSS that from and including the Effective Date through to and including the Closing Date it shall:
- (a) permit BSS, through its directors, officers, employees and authorized agents and representatives (collectively the “**BSS Representatives**”) at BSS’s own cost, full access during normal business hours to EXU’s books, records and property including, without limitation, all of the assets, material contracts and minute books of EXU, and any Information relating to EXU’s directors or officers, so as to permit BSS to make such investigation (the “**BSS Investigation**”) of EXU as BSS deems necessary;

- (b) use its reasonable commercial efforts to complete the EXU Investigation (as such term is defined in Section 5.2(a)) within 30 days of the date that the EXU Representatives (as such term is defined in Section 5.2(a)) receive all required due diligence materials in order to complete the EXU Investigation;
- (c) with the cooperation of BSS and the BSS Shareholders, use commercially reasonable efforts to obtain Regulatory Approval for this Agreement and the transactions contemplated hereunder as soon as reasonably possible following receipt of any materials required from BSS pursuant to Section 5.2(a), which efforts will include, among other things:
  - (i) producing and filing with the Exchange an information circular and Listing Statement, or such other form as is required or permitted by the Exchange in respect of the Acquisition, with the assistance of BSS;
  - (ii) producing and filing with the Exchange and the applicable Securities Commissions all forms required by applicable Securities Law, along with producing the applicable closing documents, for the Financing;
  - (iii) obtaining the Exchange's acceptance of the Financing;

and the parties acknowledge and agree that EXU will be responsible for the costs associated with the items enumerated in paragraphs 6.1(b) and (c);

- (d) do all such acts and things necessary to ensure that all of the representations and warranties of EXU remain true and correct and not do any such act or thing that would render any representation or warranty of EXU untrue or incorrect;
- (e) preserve and protect the Listing;
- (f) not solicit or negotiate with any other Person in respect of any offer to buy, or offer to agree to sell, or sell or issue, any of its assets or unissued shares in its capital or any interest therein and shall not merge or enter into a business combination with or solicit or negotiate any offer to merge or enter into a business combination with or into any corporation or entity other than BSS and in connection with the Financing;
- (g) use reasonable commercial efforts to obtain all EXU Approvals, any consents and waivers and give all notices, which are required prior to Closing;
- (h) execute all undertakings and comply with all requirements of the applicable Securities Laws, the Exchange, the Securities Commissions and any other Persons or governmental or regulatory authorities, which may be necessary or reasonable to obtain the necessary EXU Approvals and Regulatory Approval under Applicable Laws and Exchange requirements to the transactions contemplated hereby;
- (i) execute and do all such further deeds, acts, things and assurances as may be reasonably required to complete the transactions contemplated herein;
- (j) not incur or commit to incur any debt other than in the ordinary course of business and for professional fees in connection with the transactions contemplated by this Agreement;

- (k) not make any expenditures out of the ordinary course of business, other than as contemplated herein;
- (l) not declare or pay any dividends or distribute any of its properties or assets to shareholders;
- (m) not enter into or amend or terminate any Material Contracts out of the ordinary course of business, other than in connection with this Agreement or the Financing;
- (n) not alter or amend its articles or by-laws;
- (o) not redeem, purchase or offer to purchase any of its common shares or other securities;
- (p) not acquire, directly or indirectly, any assets, including but not limited to securities of other companies, other than as contemplated herein.

5.2 BSS covenants and agrees with EXU that from and including the Effective Date through to and including the Closing Date it shall:

- (a) permit EXU, and its authorized agents and representatives (collectively “**EXU’s Representatives**”), at EXU’s own cost, full access during normal business hours to BSS’ books, records and property including, without limitation, all of the Assets, material contracts and minute books of BSS and any Information relating to BSS, and its directors, officers and BSS Shareholders, so as to permit EXU’s Representatives to make such investigation (the “**EXU Investigation**”) of BSS as EXU deems necessary;
- (b) use its reasonable commercial efforts to complete the BSS Investigation within 30 days of the date that the BSS Representatives receive all required due diligence materials in order to complete the BSS Investigation;
- (c) use its reasonable commercial efforts to provide to EXU, at the request of EXU as soon as available, all such further Information, documents, instruments and materials and do all such acts and things as may be required by EXU to obtain Regulatory Approval including, but not limited to, providing to EXU:
  - (i) the BSS Financial Statements in a form acceptable to the Exchange in connection with the Acquisition;
  - (ii) a valuation of the Assets of BSS in a form acceptable to the Exchange in connection with the Acquisition, if such valuation is requested by the Exchange or it is mutually determined by BSS and EXU that it would be beneficially to provide such valuation to the Exchange; and
  - (iii) for each director, senior officer of EXU subsequent to Closing or who will hold more than 10% of the EXU Common Shares on Closing, a fully completed and properly executed personal Information form in the form required by the Exchange;
- (d) do all such acts and things necessary to ensure that all of the representations and warranties of BSS remains true and correct and not do any such act or thing that would

render any representation or warranty of BSS untrue or incorrect except as contemplated by this Agreement;

- (e) preserve and protect the Assets,
- (f) use its reasonable commercial efforts to ensure that the terms of any sale of BSS Shares by any BSS Shareholder undertaken prior to Closing be approved by EXU, acting reasonably;
- (g) not solicit or negotiate with any other Person in respect of any participation interest or agreement in relation to the Assets, offer to buy, or offer to agree to sell, or sell any Assets or other assets of BSS or any interest therein or issue any shares in the capital of BSS or other securities and shall not merge or enter into a business combination with or solicit or negotiate any offer to merge or enter into a business combination with or into any corporation or entity other than EXU;
- (h) use its reasonable commercial efforts to obtain all BSS Approvals, any consents and waivers and give all notices which are required prior to Closing;
- (i) execute all undertakings and comply with all requirements of the applicable securities laws, the Exchange, the Securities Commissions and any other Persons or governmental or regulatory authorities, which may be necessary or reasonable to obtain the necessary BSS Approvals and Regulatory Approvals under Applicable Laws and Exchange requirements to the transactions contemplated hereby;
- (j) execute and do all such further deeds, acts, things and assurances as may be reasonably required to complete the transactions contemplated herein;
- (k) not incur or commit to incur any additional debt out of the ordinary course of business, except with the prior consent of EXU;
- (l) not make any material expenditures out of the ordinary course of business, other than as contemplated herein;
- (m) not declare or pay any dividends or distribute any of its properties or Assets to its shareholders;
- (n) not enter into any Material Contracts out of the ordinary course of business and shall not enter into or amend or terminate any Material Contracts in relation to the Assets;
- (o) not alter or amend its articles or by-laws;
- (p) not sell, pledge, lease, dispose of, grant any interest in, encumber or agree to sell, pledge, lease, dispose of, grant any interest in or encumber the Assets or any of its other assets; and
- (q) not acquire, directly or indirectly, any assets, including but not limited to securities of other companies, other than as contemplated herein.

5.3 Each of the BSS Shareholders severally covenants and agrees with EXU that, prior to the Closing, such BSS Shareholder, as the case may be, shall:

- (a) from and including the Effective Date through to and including the Time of Closing, not enter into any agreement for the sale, option, transfer, encumbrance or other disposition of all or any part of its BSS Shares;
- (b) from and including the Effective Date through to and including the Time of Closing, do all such acts and things necessary to ensure that all of its representations and warranties remain true and correct and not do any act or thing that would render any of their representations or warranty untrue or incorrect except as contemplated by this Agreement;
- (c) execute all undertakings and comply with all requirements of applicable securities laws, the Exchange and any other Persons or governmental or regulatory authorities, which may be necessary or reasonable to obtain the necessary approvals under Applicable Laws and Exchange requirements to the transactions contemplated hereby; and
- (d) execute and do all such further deeds, acts, things and assurances as may be reasonably required to complete the transactions contemplated herein.

## **6. Conditions Precedent**

6.1 The respective obligations of the parties hereto to complete the transactions contemplated by this Agreement will be subject to the satisfaction of the following conditions, any of which may be waived by any party hereto in whole or in part without prejudice to such party's right to rely on any other of them:

- (a) the concurrent Financing will have been completed;
- (b) all other required Regulatory Approvals and other third-party approvals, including, without limiting the generality of the foregoing, the approval of the Acquisition by the Exchange, will have been obtained for the Acquisition and all other transactions contemplated by this Agreement;
- (c) as of the Time of Closing, EXU will meet the minimum listing requirements of the Exchange;
- (d) there will have been no material adverse change in the business, affairs, financial condition or operations of EXU between the date of the EXU Financial Statements and the Closing;
- (e) there will have been no material adverse change in the business, affairs, financial condition or operations of BSS between the date of the BSS Financial Statements and the Closing; and
- (f) there will not be in force any order or decree restraining or enjoining the consummation of the transactions contemplated by this Agreement, including, without limitation, the Acquisition; and all consents, orders and approvals required or necessary or desirable for the completion of the transactions provided for in this Agreement will have been obtained or received, all on terms satisfactory to each of the parties hereto, acting reasonably.

6.2 EXU's obligations under this Agreement including, without limitation, its obligation to close the transactions contemplated under this Agreement, are subject to the fulfillment, to its satisfaction, of the following conditions that:

- (a) on or before the Time of Closing, EXU will have been permitted to complete the EXU Investigation to its reasonable satisfaction;
- (b) the Board of Directors of BSS will have approved the transfer of the BSS Shares to EXU;
- (c) EXU, acting reasonably, shall have approved the terms of any sale of BSS Shares undertaken prior to the Closing;
- (d) on or before the Time of Closing, EXU will have been permitted to complete its review of the financial condition, business, properties, title, assets and affairs of BSS and the title of the BSS Shares to its reasonable satisfaction;
- (e) there shall be no dilutive securities of BSS outstanding, except those discussed or agreed to in writing between the parties;
- (f) BSS shall have no Encumbrances on its Assets or incurred any other liabilities; and the representations and warranties of BSS and the Principal Shareholder contained in Schedule E will be true and correct in all material respects at and as of the Closing;
- (g) the representation and warranties of the BSS Shareholders contained in Schedule G will be true and correct in all material respects at and as of the Closing;
- (h) all covenants, agreements and obligations hereunder on the part of BSS, the Principal Shareholder and the BSS Shareholders to be performed or complied with at or prior to the Closing contained herein will have been performed and complied with in all material respects;
- (i) on Closing, BSS and the BSS Shareholders will have delivered to EXU the documents required to be delivered by them pursuant to Section 10.2;
- (j) BSS shall have completed and delivered a valuation of the Assets of BSS in a form acceptable to the Exchange in connection with the Acquisition, if such valuation is requested by the Exchange or it is mutually determined by BSS and EXU that it would be beneficially to provide such valuation to the Exchange;
- (k) BSS shall have completed and delivered the BSS Financial Statements; and
- (l) at any time prior to and including the Time of Closing, there will not have been any adverse material change in the business or affairs of BSS.

The conditions precedent set forth above are for the exclusive benefit of EXU and may be waived by it in whole or in part on or before the Time of Closing.

6.3 BSS, the Principal Shareholder and the BSS Shareholders' respective obligations under this Agreement including, without limitation, their obligations to close the transactions contemplated under this Agreement, are subject to the fulfillment, to their satisfaction, of the following conditions:

- (a) on or before the Time of Closing, BSS will have been permitted to complete the BSS Investigation to its reasonable satisfaction;
- (b) the board of directors of EXU will have approved the transactions contemplated herein;
- (c) on or before the Time of Closing, EXU will have obtained the consent of the EXU shareholders to the transactions contemplated herein;
- (d) on Closing the board of EXU shall have been reconstituted to consist of four nominees of BSS and one nominee of EXU;
- (e) EXU will not have incurred any liabilities other than those reasonably incurred in connection with the transactions contemplated in this Agreement and will have spent its cash on hand at the date of this Agreement exclusively in the ordinary course of business and for the purpose of completing the Acquisition, the Financing and any other transaction contemplated hereby;
- (f) EXU will change its name to “BSS Life Sciences Corp.” or such other name as BSS may agree and which is acceptable to the Exchange and the registrar of companies for British Columbia, to be effective on the Closing Date;
- (g) the representations and warranties of EXU contained in Schedule F will be true and correct in all material respects at and as of the Closing;
- (h) all covenants, agreements and obligations hereunder on the part of EXU to be performed or complied with at or prior to the Closing contained herein will have been performed and complied with in all material respects;
- (i) on Closing, EXU will have delivered to BSS the documents required to be delivered by them pursuant to Section 10.3; and
- (j) at any time prior to and including the Time of Closing, there will not have been any adverse material change in the business or affairs of EXU.

The conditions precedent set forth above are for the exclusive benefit of BSS and the BSS Shareholders and may be waived by BSS and the BSS Shareholders on behalf of the BSS Shareholders in whole or in part on or before the Time of Closing.

## **7. BSS and the BSS Shareholders’ Representations and Warranties**

- 7.1 In order to induce EXU to enter into this Agreement and complete its obligations hereunder, BSS and the Principal Shareholder make the representations and warranties to EXU set forth in Schedule E.
- 7.2 The representations and warranties of BSS and the Principal Shareholder contained in Schedule E are true and correct as of the Effective Date and shall be true and correct at the Time of Closing as though they were made at that time.

## **8. EXU Representations and Warranties**

- 8.1 In order to induce the BSS and BSS Shareholders to enter into this Agreement and complete their respective obligations hereunder, EXU makes the representations and warranties to BSS and the BSS Shareholders contained in Schedule F.
- 8.2 The representations and warranties of EXU contained in Schedule F are true and correct as of the Effective Date and shall be true and correct at the Time of Closing as though they were made at that time.

## **9. BSS Shareholders' Representations, Warranties and Acknowledgments**

- 9.1 In order to induce EXU to enter into this Agreement and complete its obligations hereunder, each of the BSS Shareholders makes the representations and warranties to EXU set forth in Schedule G.
- 9.2 The representations and warranties of the BSS Shareholders contained in Schedule G are true and correct as of the Effective Date and shall be true and correct at the Time of Closing as though they were made at that time.

## **10. Closing**

- 10.1 The completion of the transactions contemplated under this Agreement shall be closed (the “**Closing**”) at the offices of EXU’s legal counsel, at 10:00 a.m. (Vancouver Time) (the “**Time of Closing**”), on the date which is the fifth business day following the satisfaction or waiver of all conditions precedent as set out in Section 6, or such other time or day as the parties may agree upon (the “**Closing Date**”). In the event that the transactions contemplated under this Agreement have not closed on or before the Drop Dead Date, any one or more of EXU, BSS or the Principal Shareholder may terminate this Agreement by notice in writing to the other parties to this Agreement and this Agreement shall be of no further force and effect.
- 10.2 At the Time of Closing on the Closing Date, BSS and the Principal Shareholder shall deliver to EXU the following Closing documents:
- (a) certified true copies of any corporate authorizations which are necessary in order to authorize and approve this Agreement, BSS’s and the BSS Shareholders’ execution and delivery hereof and all of the transactions of BSS contemplated hereunder, which authorization shall include specific reference to:
    - (i) the sale and transfer of all beneficial ownership in and to the BSS Securities from the BSS Shareholders to EXU as provided for in this Agreement;
    - (ii) the transfer of all legal title of the BSS Securities from the BSS Shareholders to EXU or their designated nominees; and
    - (iii) the cancellation or endorsement for transfer of the certificates, documents and agreements (the “**Old Documents**”) providing for and representing the outstanding BSS Securities;
  - (b) the Old Documents;



- (c) duly executed copies of the Escrow Agreement signed by all Principals (as that term is defined in the Escrow Policy) of BSS;
- (d) a certificate of an officer of BSS and a certificate of the Principal Shareholder certifying that (i) all of BSS's and the Principal Shareholder's representations and warranties are true as of Closing, (ii) all of BSS's and the Principal Shareholder's covenants have been performed, and (iii) all of the conditions for the benefit of the BSS and the Principal Shareholder have been complied with or waived;
- (e) a solicitor's opinion of BSS's counsel, in a form acceptable to EXU and EXU's counsel, acting reasonably;
- (f) a certificate of an officer of BSS to certify that BSS has no other Encumbrances on its Assets or incurred any other liabilities other than as disclosed in the BSS Financial Statements;
- (g) the Employment Agreement executed by BSS and Jim Hutchens;
- (h) if BSS and EXU settle on a mutually acceptable form of closing agenda prior to the Time of Closing, then such other closing documents as are listed on that closing agenda as closing documents to be delivered by BSS;
- (i) if BSS and EXU choose not to or are unable to settle on a mutually acceptable form of Closing agenda prior to the Time of Closing, then such other materials that are, in the opinion of EXU, acting reasonably, required to be delivered by the BSS Shareholders, the Principal Shareholder and by BSS in order for them to have met their obligations under this Agreement.

10.3 At the Time of Closing on the Closing Date, EXU shall deliver to BSS the following:

- (a) certified true copies of the corporate authorizations of EXU which are necessary in order to authorize and approve this Agreement, EXU's execution and delivery hereof and all of the transactions of EXU contemplated hereunder, which authorization shall include specific reference to the approval of:
  - (i) this Agreement and the authorization of EXU's entry hereinto;
  - (ii) the purchase of the BSS Securities;
  - (iii) the issuance of EXU Payment Securities to the BSS Shareholders pursuant to the terms of this Agreement;
  - (iv) the Financing;
  - (v) receipt of and acceptance of the EXU Resignations and the appointment of BSS nominees for directors and officers; and
- (b) certificates representing EXU Payment Shares and EXU Payment Warrants issued on Closing which are not subject to the Escrow Requirement, registered in the names of or as directed by the BSS Shareholders as provided for in Sections 2.2 and 2.3 of this Agreement;
- (c) evidence that Regulatory Approval has been obtained for the Acquisition and Financing;

- (d) the EXU Resignations;
- (e) a certificate of an officer of EXU certifying that (i) all of its representations and warranties are true as of Closing, (ii) all of its covenants have been performed, and (iii) all of the conditions for the benefit of EXU have been complied with or waived;
- (f) a solicitor's opinion of EXU's counsel, in a form acceptable to BSS's counsel, acting reasonably;
- (g) the Escrow Agreement executed by EXU;
- (h) the Employment Agreement executed by EXU;
- (i) if BSS and EXU settle on a mutually acceptable form of closing agenda prior to the Time of Closing, then such other closing documents as are listed on that closing agenda as closing documents to be delivered by EXU; and
- (j) if BSS and EXU choose not to or are unable to settle on a mutually acceptable form of Closing agenda prior to the Time of Closing, then such other materials that are, in the opinion of BSS, acting reasonably, required to be delivered by EXU in order for EXU to have met its obligations under this Agreement.

10.4 The items tabled at Closing pursuant to Sections 10.2 and 10.3 shall be held in escrow until all of such items have been tabled and EXU and the Representative (as defined in Section 12.1) have acknowledged that they are satisfied therewith, whereupon such escrow shall be terminated and the Closing shall have occurred. If such escrow is not released on or before 5:00 p.m. on the Closing Date and the Representatives do not agree to an extension of the escrow, the Closing shall not occur, and the balance of the documents tabled by each party pursuant to this Section 10.4 shall be returned to such party.

## **11. Termination**

11.1 This Agreement may be terminated by the mutual agreement of the parties hereto. Unless otherwise agreed in writing by the parties hereto, this Agreement shall terminate without further notice or agreement in the event that:

- (a) the Acquisition is rejected by the Exchange and all recourse and rights of appeal in respect of such rejection have been exhausted;
- (b) any condition precedent set out in Part 6 is not satisfied, released or waived on or before the Closing or such earlier date indicated therein; or
- (c) the Closing has not occurred on or before the Drop Dead Date, or such later date as may be approved by BSS, the Principal Shareholder and EXU in writing, and one of the parties hereto has provided a written termination notice to the other parties hereto pursuant to Sections 11.1 and 15.8.

## **12. Power of Attorney**

- 12.1 Each BSS Shareholder hereby irrevocably nominates, constitutes and appoints Jim Hutchens, the President of BSS, as his, her or its agent and attorney-in-fact (the “**Representative**”) to act on his, her or its behalf with full power and authority in his, her or its name, place and stead to:
- (a) deliver all certificates, documents and agreements representing the BSS Securities to EXU;
  - (b) execute and deliver a stock power or agreement to transfer the BSS Securities to EXU;
  - (c) execute and deliver all such further documents and instruments including, without limitation the Escrow Agreement and do all such acts and things as any party may, either before or after the Time of Closing of this Agreement, reasonably require of the other in order that the full intent and meaning of this Agreement is carried out;
  - (d) give and receive Communications; and
  - (e) take all actions necessary or appropriate in the judgment of the Representative for the accomplishment of the foregoing, including without limitation the right to resolve any disagreements or disputes, and to exercise such rights, power and authority as are incidental thereto;

and this power of attorney shall terminate upon the termination of this Agreement.

- 12.2 In the event that the Representative is unavailable to act as Representative, or becomes incapable (through death or legal incapacity) of acting as Representative, then such person as is then designated by a majority of the members of BSS’s Board of Directors, as then constituted, is authorized and directed to take such action on behalf of BSS and each BSS Shareholder and to exercise such rights, power and authority as are authorized, delegated and granted to the Representative under this Agreement.
- 12.3 BSS and each BSS Shareholder agrees to be bound by the actions taken by the Representative pursuant to this power of attorney in accordance with the terms hereof and hereby waives any and all defences which may be available to BSS and each BSS Shareholder to contest, negate or disaffirm the action of the Representative taken under this power of attorney.
- 12.4 The Representative and BSS, its directors, officers, employees, advisors and agents, shall not be liable for any act done or omitted hereunder as attorney for BSS and each BSS Shareholder. BSS and each BSS Shareholder indemnifies the Representative and holds him harmless against any loss, liability or expense arising out of, or in connection with, any actions taken pursuant to this power of attorney.

## **13. Independent Legal Advice**

- 13.1 Each of the parties to this Agreement acknowledges and agrees that legal counsel for EXU and BSS has acted as counsel only to EXU and BSS respectively, and that neither is protecting the rights and interests of the BSS Shareholders. Each party to this Agreement acknowledges and agrees that they have been given the opportunity to seek independent legal advice with respect to the subject matter of this agreement and, further, the BSS Shareholders hereby represent and warrant to EXU and BSS that they have sought independent legal advice or waive such advice.

## 14. Personal Information

- 14.1 Each BSS Shareholder acknowledges and consents to: (i) the disclosure by EXU and BSS of Personal Information (hereinafter defined) concerning the BSS Shareholder to any Government Authority including, but not limited to, the Exchange and its affiliates, authorized agents, subsidiaries and divisions; and (ii) the collection, use and disclosure of Personal Information by the Exchange for the following purposes (or as otherwise identified by the Exchange, from time to time):
- (a) to conduct background checks;
  - (b) to verify the Personal Information that has been provided about the BSS Shareholder;
  - (c) to consider the suitability of each BSS Shareholder as a holder of securities of EXU;
  - (d) to consider the eligibility of EXU to continue to list on the Exchange;
  - (e) to provide disclosure to market participants as the security holdings of EXU's shareholders, and their involvement with any other reporting issuers, issuers subject to a cease trade order or bankruptcy, and Information respecting penalties, sanctions or personal bankruptcies, and possible conflicts of interest with EXU;
  - (f) to detect and prevent fraud;
  - (g) to conduct enforcement proceedings; and
  - (h) to perform other investigations as required by and to ensure compliance with all applicable rules, policies, rulings and regulations of the Exchange, securities legislation and other legal and regulatory requirements governing the conduct and protection of the public markets in Canada.
- 14.2 Herein, "**Personal Information**" means any Information about a BSS Shareholder required to be disclosed to any Government Authority, whether pursuant to a prescribed form or pursuant to a request made by a Government Authority.
- 14.3 Each BSS Shareholder acknowledges and consents to: (i) the fact that EXU is collecting its Personal Information for the purpose of completing this Agreement; (ii) EXU retaining such Personal Information for as long as permitted or required by law or business practices; (iii) the fact that EXU may be required by securities laws, the rules and policies of any stock exchange or the rules of the Investment Industry Regulatory Organization of Canada to provide regulatory authorities with any Personal Information provided by the BSS Shareholder in this Agreement.

## 15. General

- 15.1 Neither EXU nor BSS will make any press release, public announcement or public statement about the transactions contemplated herein which has not been previously approved by the others, except that EXU may make a press release or filing with a regulatory authority if counsel for EXU advises that such press release or filing is necessary under applicable securities laws or the rules and policies of the Exchange, provided that EXU will provide BSS with the opportunity to review and provide comments prior to dissemination.
- 15.2 Each party to this Agreement will be responsible for all of his, her or its own expenses and costs in respect of the transactions contemplated hereunder including, without limitation, expenses and costs incurred for professional advice such as legal, accounting, tax, financial and business

advice, among others, finder's fees and any personal or corporate sales taxes, income taxes and capital gains.

- 15.3 Time and each of the terms and conditions of this Agreement shall be of the essence of this Agreement and any waiver by the parties of this subsection or any failure by them to exercise any of their rights under this Agreement shall be limited to the particular instance and shall not extend to any other instance or matter in this Agreement or otherwise affect any of their rights or remedies under this Agreement.
- 15.4 The Schedules to this Agreement and the recitals to this Agreement constitute a part of this Agreement. The headings in this Agreement are for reference only and do not constitute terms of the Agreement. Whenever the singular or masculine is used in this Agreement the same shall be deemed to include the plural or the feminine or the body corporate or vice versa as the context may require.
- 15.5 This Agreement constitutes the entire Agreement between the parties hereto in respect of the matters referred to herein and there are no representations, warranties, covenants or agreements, expressed or implied, collateral hereto other than as expressly set forth or referred to herein. In particular, upon the execution and delivery of this Agreement, the LOI, is hereby terminated and of no further force and effect.
- 15.6 The parties hereto shall execute and deliver all such further documents and instruments and do all such acts and things as any party may, either before or after the Closing, reasonably require of the other in order that the full intent and meaning of this Agreement is carried out. The provisions contained in this Agreement which, by their terms, require performance by a party to this Agreement subsequent to the Closing, shall survive the Closing of this Agreement.
- 15.7 No alteration, amendment, modification or interpretation of this Agreement or any provision of this Agreement shall be valid and binding upon the parties hereto unless such alteration, amendment, modification or interpretation is in written form executed by all of the parties to this Agreement.
- 15.8 Any payment, notice, request, demand, election and other communication of any kind whatsoever (a "**Communication**") to be given under this Agreement shall be in writing and shall be delivered by hand, e-mail or by fax to the parties at their following respective addresses:

To BSS or the BSS Shareholders:

BSS Life Sciences Inc.  
700 - 595 Burrard Street  
Vancouver, BC  
Attention: Jim Hutchens, President  
Email: hutchens.j48@gmail.com

With a copy to BSS's counsel (which shall not constitute notice hereunder):

Boughton Law Corporation  
Suite 700 – 595 Burrard Street  
Vancouver, B.C.  
Attention: David Toyoda

Fax: 604 683-5317  
Email: dtoyoda@boughtonlaw.com

To EXU:

Expedition Mining Inc.  
Suite 600 - 890 West Pender Street,  
Vancouver, BC V6C 1J9  
Attention: Bill Galine, President  
Fax: 604 662-3904  
Email: billgaline@gmail.com

With a copy to EXU's counsel (which shall not constitute notice hereunder):

Owen Bird Law Corporation  
2900 – 595 Burrard Street  
Vancouver, British Columbia, V7X 1J5  
Attention: Jeff Lightfoot  
Fax: (604) 632-4487  
Email: jlightfoot@owenbird.com

or to such other addresses as may be given in writing by the parties hereto in the manner provided for in this subsection, and the party sending such notice should request acknowledgment of delivery and the party receiving such notice should provide such acknowledgment. Notwithstanding whether or not a request for acknowledgment has been made or replied to, whether or not delivery has occurred will be a question of fact. If a party can prove that delivery was made as provided for above, then it will constitute delivery for the purposes of this Agreement whether or not the receiving party acknowledged receipt. Each of the BSS Shareholders hereby appoints the Representative as its nominee for the purpose of receiving a Communication from EXU pursuant to this Agreement.

- 15.9 This Agreement may not be assigned by any party hereto without the prior written consent of all of the parties hereto.
- 15.10 This Agreement shall be subject to, governed by, and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein, and the parties hereby agree to attorn to the non-exclusive jurisdiction of the Courts of British Columbia and not to commence any form of proceedings in any other forum.
- 15.11 The phrase “to the knowledge of” when used to modify or describe the state of knowledge of factual or legal matters relating to a party, whether or not used with any other limiting or expansive language, shall be construed in all cases to mean “to the knowledge of the party after diligent enquiry”.
- 15.12 The headings in this Agreement are solely for convenience or reference and are not intended to be complete or accurate descriptions of content or to be guides to interpretation of this Agreement or any part of it.
- 15.13 The word “including”, when following any general statement or terms, is not to be construed as limiting the general statement or term to the specific items or matters set forth or to similar items

or matters, but rather as permitting the general statement or term to refer to all other items or matters that could reasonably fall within its broadest possible scope.

- 15.14 All references to currency are deemed to mean lawful money of Canada and all amounts to be calculated or paid pursuant to this Agreement are to be calculated in lawful money of Canada and to be paid by certified cheque or bank draft drawn on a Canadian chartered bank payable at par in Vancouver, British Columbia.
- 15.15 A reference to a statute includes all regulations made thereunder, all amendments to the statute or regulation in force from time to time, and every statute or regulation that supplements or supersedes such statute or regulation.
- 15.16 Words importing the masculine gender include the feminine or neuter; words in the singular include the plural; a word importing a corporate entity includes an individual; and vice versa.
- 15.17 This Agreement may be signed by fax and in counterpart, and each copy so signed shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument.

*[Signature Page Follows]*

IN WITNESS WHEREOF the parties have executed this Agreement as of the Effective Date first above written.

**BSS LIFE SCIENCES INC.**

Per:

*(signed – name redacted)*

\_\_\_\_\_

Authorized Signatory

**EXPEDITION MINING INC.**

Per:

*(signed – name redacted)*

\_\_\_\_\_

Authorized Signatory

**BSS SHAREHOLDERS:**

Please see the following pages for the BSS Shareholders signatures.





**SCHEDULE A  
TO THE SHARE EXCHANGE AGREEMENT  
MADE AMONG EXU, BSS, AND THE BSS SHAREHOLDERS**

**BSS Authorized Share Capital and Issued Securities**

Class and Total Number Authorized	Total Number Issued
An unlimited number of Common Shares	26,500,000
An unlimited number of share purchase warrants	10,000,000

**Ownership of BSS Securities and EXU Payment Securities to be Received**

Name of BSS Shareholders	Number of BSS Shares Owned	Number of EXU Payment Shares	Number of BSS Performance Shares	Number of EXU Performance Shares	Number of BSS Warrants Owned	Number of EXU Payment Warrants
<i>Name redacted</i>	<i>Amount redacted</i>	1,800,000	1,500,000	1,500,000	Nil	Nil
<i>Name redacted</i>	<i>Amount redacted</i>	1,800,000	1,500,000	1,500,000	Nil	Nil
<i>Name redacted</i>	<i>Amount redacted</i>	3,600,000	Nil	Nil	Nil	Nil
<i>Name redacted</i>	<i>Amount redacted</i>	400,000	Nil	Nil	Nil	Nil
<i>Name redacted</i>	<i>Amount redacted</i>	2,500,000	Nil	Nil	Nil	Nil
<i>Name redacted</i>	<i>Amount redacted</i>	100,000	Nil	Nil	Nil	Nil
<i>Name redacted</i>	<i>Amount redacted</i>	26,000	Nil	Nil	Nil	Nil
<i>Name redacted</i>	<i>Amount redacted</i>	350,000	Nil	Nil	Nil	Nil
<i>Name redacted</i>	<i>Amount redacted</i>	87,000	Nil	Nil	Nil	Nil
<i>Name redacted</i>	<i>Amount redacted</i>	837,000	1,500,000	1,500,000	Nil	Nil
<i>Name redacted</i>	<i>Amount redacted</i>	2,000,000	Nil	Nil	2,000,000	2,000,000
<i>Name redacted</i>	<i>Amount redacted</i>	330,000	Nil	Nil	330,000	330,000
<i>Name redacted</i>	<i>Amount redacted</i>	50,000	Nil	Nil	50,000	50,000
<i>Name redacted</i>	<i>Amount redacted</i>	50,000	Nil	Nil	50,000	50,000
<i>Name redacted</i>	<i>Amount redacted</i>	150,000	Nil	Nil	150,000	150,000
<i>Name redacted</i>	<i>Amount redacted</i>	200,000	Nil	Nil	200,000	200,000
<i>Name redacted</i>	<i>Amount redacted</i>	50,000	Nil	Nil	50,000	50,000
<i>Name redacted</i>	<i>Amount redacted</i>	300,000	Nil	Nil	300,000	300,000
<i>Name redacted</i>	<i>Amount redacted</i>	100,000	Nil	Nil	100,000	100,000
<i>Name redacted</i>	<i>Amount redacted</i>	200,000	Nil	Nil	200,000	200,000

<b>Name of BSS Shareholders</b>	<b>Number of BSS Shares Owned</b>	<b>Number of EXU Payment Shares</b>	<b>Number of BSS Performance Shares</b>	<b>Number of EXU Performance Shares</b>	<b>Number of BSS Warrants Owned</b>	<b>Number of EXU Payment Warrants</b>
<i>Name redacted</i>	<i>Amount redacted</i>	200,000	Nil	Nil	200,000	200,000
<i>Name redacted</i>	<i>Amount redacted</i>	100,000	Nil	Nil	100,000	100,000
<i>Name redacted</i>	<i>Amount redacted</i>	2,000,000	500,000	500,000	2,000,000	2,000,000
<i>Name redacted</i>	<i>Amount redacted</i>	155,000	Nil	Nil	155,000	155,000
<i>Name redacted</i>	<i>Amount redacted</i>	50,000	Nil	Nil	50,000	50,000
<i>Name redacted</i>	<i>Amount redacted</i>	100,000	Nil	Nil	100,000	100,000
<i>Name redacted</i>	<i>Amount redacted</i>	200,000	Nil	Nil	200,000	200,000
<i>Name redacted</i>	<i>Amount redacted</i>	100,000	Nil	Nil	100,000	100,000
<i>Name redacted</i>	<i>Amount redacted</i>	900,000	Nil	Nil	900,000	900,000
<i>Name redacted</i>	<i>Amount redacted</i>	1,000,000	Nil	Nil	1,000,000	1,000,000
<i>Name redacted</i>	<i>Amount redacted</i>	250,000	Nil	Nil	250,000	250,000
<i>Name redacted</i>	<i>Amount redacted</i>	250,000	Nil	Nil	250,000	250,000
<i>Name redacted</i>	<i>Amount redacted</i>	50,000	Nil	Nil	50,000	50,000
<i>Name redacted</i>	<i>Amount redacted</i>	100,000	Nil	Nil	100,000	100,000
<i>Name redacted</i>	<i>Amount redacted</i>	50,000	Nil	Nil	50,000	50,000
<i>Name redacted</i>	<i>Amount redacted</i>	165,000	Nil	Nil	165,000	165,000
<i>Name redacted</i>	<i>Amount redacted</i>	200,000	Nil	Nil	200,000	200,000
<i>Name redacted</i>	<i>Amount redacted</i>	200,000	Nil	Nil	200,000	200,000
<i>Name redacted</i>	<i>Amount redacted</i>	100,000	Nil	Nil	100,000	100,000
<i>Name redacted</i>	<i>Amount redacted</i>	400,000	Nil	Nil	400,000	400,000
<b>TOTAL:</b>	<b>21,500,000</b>	<b>21,500,000</b>	<b>5,000,000</b>	<b>5,000,000</b>	<b>10,000,000</b>	<b>10,000,000</b>

**SCHEDULE B  
TO THE SHARE EXCHANGE AGREEMENT  
MADE AMONG EXU, BSS, AND THE BSS SHAREHOLDERS**

**EXU Authorized Share Capital and Issued Securities**

EXU has one class of share capital, being common shares without par value. As of the date of this Agreement, EXU has issued and outstanding:

- (i) 3,889,113 EXU Common Shares;
- (ii) nil share purchase warrants; and
- (iii) 353,673 stock options (the terms of which are disclosed in the EXU Disclosure Documents; and all of which will be cancelled on or before Closing).

**SCHEDULE C  
TO THE SHARE EXCHANGE AGREEMENT  
MADE AMONG EXU, BSS, AND THE BSS SHAREHOLDERS**

**Licence**

The Limited Exclusive Patent License Agreement, dated May 20, 2015, between Lawrence Livermore National Security, LLC and BSS Life Sciences Inc., for Auto-fluorescence Detection Technologies for In-Vivo Imaging Applications.

**SCHEDULE D  
TO THE SHARE EXCHANGE AGREEMENT  
MADE AMONG EXU, BSS, AND THE BSS SHAREHOLDERS**

**Subsidiaries of BSS**

nil

**SCHEDULE E  
TO THE SHARE EXCHANGE AGREEMENT  
MADE AMONG EXU, BSS, AND THE BSS SHAREHOLDERS**

**Representations and Warranties of BSS and the Principal Shareholder**

Each of BSS and the Principal Shareholder jointly and severally represent, warrant and agree as of the date hereof and at the Time of Closing that:

1. BSS is duly incorporated, validly existing and in good standing under the laws of its jurisdiction of incorporation, and has all necessary corporate power to own its Assets and to conduct its business as such business is now being conducted;
2. BSS has the power, authority and capacity to enter into this Agreement and to carry out its terms and has all necessary corporate power to own its Assets and to conduct its business as such business is now being conducted;
3. to the extent required, BSS is qualified to conduct business in each jurisdiction as necessary to perform its obligations under each of the Material Contracts, as applicable;
4. BSS does not own or control directly or indirectly, any interest in any other corporation, association, partnership, joint venture or other business entity;
5. the execution and delivery of this Agreement and all other related agreements or documents, and the completion of the transactions contemplated hereby, will by the Time of Closing have been duly and validly authorized by all necessary corporate acts on the part of it, and this Agreement constitutes a legal, valid and binding obligation of it;
6. the authorized share capital of BSS is, and will be at the Time of Closing as described in Schedule A, all of which shares and warrants will be at the time of Closing validly issued, fully paid and non-assessable and are registered and beneficially owned to the Persons and in amounts described in Schedule A, and will be, as at the Time of Closing, free and clear of all Encumbrances of any kind whatsoever;
7. the BSS Shareholders will hold all of the issued BSS Shares and BSS Warrants as set out in Schedule A free and clear of all Encumbrances of any kind whatsoever at the Time of Closing;
8. the rights, privileges, restrictions and conditions attached to the BSS Shares are as set out in BSS's constating documents and under applicable corporate legislation;
9. the rights, privileges, restrictions and conditions attached to the BSS Warrants are as set out in the certificates representing such warrants;
10. there are and will be at the Time of Closing no outstanding share purchase warrants, broker options, options or other rights or other arrangements to acquire shares in the capital of BSS or under which BSS is bound or obligated to issue additional shares in its capital, other than the BSS Warrants; and none of the BSS Shareholders, BSS Shares or BSS Warrants are subject to the terms of any shareholder or voting trust agreement;

11. BSS has not entered into any agreement, option, understanding or commitment or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement, option or commitment with any Third Party, for the acquisition of any portion of the Assets of BSS which has not been terminated prior to the date hereof;
12. the Assets including all assets necessary to conduct the Business are owned and at the Time of Closing will be owned by BSS free and clear of all Encumbrances whatsoever other than as set out in Schedule O and BSS and the Principal Shareholder are not aware of any adverse claim or claims which may affect its ownership of the Assets;
13. neither the execution and delivery of this Agreement, nor the completion of the transactions contemplated hereby will conflict with or result in any breach of any of the terms and provisions of, or constitute a default under, the constating documents, director or shareholder minutes of BSS, or any agreement or instrument or statute or laws to which BSS is a party or by which the Assets of BSS are bound or any order, decree, statute, regulation, covenant or restriction applicable to BSS;
14. except as set out in Schedule P, to the knowledge of BSS and the Principal Shareholder, there are no actions, suits or proceedings, judicial or administrative (whether or not purportedly on behalf of BSS) pending or threatened by or against BSS or affecting Assets at law or in equity, or before or by any federal, provincial, state, municipal or other governmental court, department, commission, board, bureau, agency or instrumentality, domestic or foreign and BSS and the Principal Shareholder are not aware of any existing ground on which any such action, suit or proceeding might be commenced with any reasonable likelihood of success;
15. except as set out in Schedule P, to the knowledge of BSS and the Principal Shareholder, none of BSS, an Asset or any part of the Business is in any respect infringing the right of any Person under or in respect of any patent, design, trademark, trade name, copyright or other industrial or intellectual property, and no Person has alleged to BSS or the Principal Shareholder a violation by BSS of such a right;
16. except as set out in Schedule P, to the knowledge of BSS and the Principal Shareholder, all of the Intangible Property of BSS is described in Schedule K and is owned by unencumbered good and marketable title, subject to no pending challenge, revocation, expiry or termination, and BSS is not required to pay any royalties, fees or other similar consideration to any Person with respect to the use of the Intangible Property, except as set out in Schedule J. Except as set out in Schedule K, there are no restrictions on the ability of BSS to use and exploit all rights in the Intangible Property, all statements in all applications for registrations of the Intangible Property were true and correct as of the date of such applications, each of the trade-marks and trade names in the Intangible Property is in use and none of the rights of BSS in the Intangible Property will be affected in any way by the transactions contemplated in this Agreement. To the knowledge of BSS and the Principal Shareholder, there is no infringement of any Intangible Property rights by any other Person;
17. to the knowledge of BSS and the Principal Shareholder, all widely available commercially available end-user business software used by BSS and any of its employees is pursuant to valid licences, and there is no unauthorized use of third-party software by BSS or its employees in the course of their employment responsibilities;
18. all employees of BSS and consultants or other third parties engaged by BSS for the purpose of developing Intangible Property have entered into a valid and binding written agreement with BSS



sufficient to vest title in BSS of all Intangible Property created by such employee in the scope of his or her employment with BSS. With respect to employees of BSS and consultants or other third parties engaged by BSS for the purpose of developing Intangible Property who have not entered into such a valid and binding written agreement with BSS, BSS has sufficient rights to vest title in BSS of all Intangible Property created by such Person in the scope of his or her employment with BSS;

19. BSS has no contract, commitment or arrangement, whether written, oral or implied with any Person whatsoever relating to employment which contains any specific agreement as to notice of termination or severance pay in lieu thereof or which cannot be terminated without cause upon giving reasonable notice as may be implied by law without the payment of, or any liability in respect of, any bonus, damages, share of profits or penalty, and there are no policies or practices of BSS which confer benefits in the employees of BSS or result in obligations of BSS with respect to its employees, except as disclosed in Schedule R;
20. BSS does not have a pension, stock option or stock purchase plan or a profit sharing, incentive or bonus plan or other deferred compensation plan, or an employee group insurance plan, hospitalization plan, disability plan or other employee benefit plan, program, policy or practice, formal or informal with respect to any of its employees, other than the Canada Pension Plan and other similar health plans established pursuant to statute, and BSS do not have any unfunded or unpaid liability in respect of such plan;
21. there are no employees of BSS that BSS considers it has the right to terminate for cause; and no employee has made any claim or has any basis for any action or proceeding against BSS arising out of any statute, ordinance or regulation relating to discrimination in employment or employment practices, harassment, occupational health and safety standards or workers' compensation;
22. to the knowledge of BSS, no employee or consultant has made or has any basis for making any claim (whether under law, any employment or consulting agreement or otherwise) on account of or for: (a) overtime pay, other than overtime for the current payroll period; (b) wages or salary for any period other than the current payroll period; (c) any bonus, raise or other compensation or remuneration; (d) other time off, sick time or pay in lieu; or (e) any violation of any statute, ordinance, or regulation relating to minimum wages or the maximum hours of work;
23. all Material Contracts of BSS and all amendments and extensions thereof are listed in Schedule H, a true and complete copy of which has been made available to EXU. BSS is not in default or breach of its obligations under its Material Contracts and to the knowledge of BSS and the Principal Shareholder, there exists no state of facts which, after notice or lapse of time or both, would constitute such a default or breach, and all such contracts are now in good standing and in full force and effect without amendment thereto and BSS is entitled to all benefits thereunder. Further, there are no outstanding material disputes under any such contracts and, except for the Approvals, no consents, releases, waivers or approvals are necessary under such contracts with regard to the transactions described in this Agreement;
24. BSS has kept and to BSS's and the Principal Shareholder's knowledge, has provided EXU with proper and consistent accounts, Books and Records of their activities, and such accounts, Books and Records are up to date and there has been no material change in any practice or policy insofar as such change might affect the valuation of assets or the recording of expenditures or receipts relating to BSS and the Business and Assets;

25. all material data and Information relating to the Business and Assets have been made available to EXU for inspection or otherwise disclosed to EXU;
26. BSS owns and maintains and there is now in full force and effect insurance with respect to the Business and Assets sufficient for compliance with requirements of law and all agreements which BSS is a party or by which they are bound and which provides adequate insurance coverage for the Assets and the operation of the Business in accordance with prudent risk management and Schedule Q is a true and complete list of all insurance contracts or other coverage held by BSS in respect of the Business and Assets, and there are presently no pending claims under any insurance held by BSS and BSS is not in any respect material to the Business, in default with respect to any of the provisions contained in any insurance policies and has not failed to give any notice or present any claim under any insurance policy in due and timely fashion and, since obtaining such insurance, there has been no material changes in risks associated with any such insurance;
27. the BSS Financial Statements, a copy of which appears as Schedule J, are true and correct in every material respect and present fairly and accurately the financial position and results of the operations of BSS for the period then ended and the BSS Financial Statements have been prepared in accordance with international financial reporting standards applied on a consistent basis;
28. the Books and Records of BSS disclose all material financial transactions of BSS since July 31, 2015, and such transactions have been fairly and accurately recorded;
29. except as disclosed in the BSS Financial Statements or as described in Schedule J:
  - (a) BSS is not indebted to the BSS Shareholders or any one of them, whether by way of shareholder loan, unpaid, accrued or deferred compensation or otherwise;
  - (b) none of the BSS Shareholders or any other officer, director or employee of BSS is indebted or under obligation to BSS on any account whatsoever; and
  - (c) BSS has not guaranteed or agreed to guarantee any debt, liability or other obligation of any kind whatsoever of any Person, firm or corporation of any kind whatsoever;
30. there are no material liabilities of BSS whether direct, indirect, absolute, contingent or otherwise, which are not disclosed or reflected in the BSS Financial Statements except those incurred in the ordinary course of business of BSS, and such liabilities are recorded in BSS's Books and Records;
31. except as disclosed in this Agreement, since July 31, 2015, BSS has not:
  - (a) declared, made or committed itself to make any payment of any dividends or any other distribution in respect of its shares or subdivided, consolidated or reclassified, or redeemed, purchased or otherwise acquired or agreed to acquire any of its shares;
  - (b) issued or sold any shares in its capital or any warrants, bonds, debentures or its other corporate securities or issued, granted or delivered any right, option or other commitment for the issuance of any such securities;
  - (c) mortgaged, pledged, subjected to lien, granted a security interest in or otherwise encumbered any of its Assets, whether tangible or intangible;
  - (d) made any gift of money or of any of its Assets to any Person;
  - (e) made any licence, sale, assignment, transfer, or disposition of its Assets; or

- (f) authorized, agreed or otherwise become committed to do any of the foregoing;
32. BSS has filed with appropriate taxation authorities, federal, state, provincial and local, all returns, reports and declarations which are required to be filed by it and has paid all Taxes which have become due and no taxing authority is asserting or has, to the knowledge of BSS and the Principal Shareholder threatened to assert, or has any basis for asserting against BSS any claim for additional Taxes or interest thereon or penalty;
  33. BSS has no indebtedness, liabilities or obligations, secured or unsecured (whether accrued, absolute, contingent or otherwise), except for those described in the BSS Financial Statements, those incurred in the ordinary course of business and those incurred in connection with the transactions contemplated by this Agreement;
  34. BSS is conducting and has since incorporation conducted its business in compliance with all Applicable Laws of each jurisdiction in which they carry on business;
  35. Except as provided in this Agreement and in connection with the Financing, BSS has not incurred any liability for brokers' or finder's fees of any kind whatsoever with respect to this Agreement or any transaction contemplated under this Agreement;
  36. the corporate records of BSS are or will be on Closing complete and accurate in all material respects;
  37. the Information supplied for BSS for inclusion in the Information Circular or to be filed in a short form offering document in connection with the Financing shall not, on the date the Information Circular or such short form offering document is filed on SEDAR and at the Closing Time, contain any statement which, at such time and in light of the circumstances under which it was made, be false or misleading with respect to any material fact, or shall omit to state any material fact necessary in order to make the statements made therein not false or misleading, and if at any time prior to the Closing Time any event relating to BSS or its directors or officers should be discovered by BSS or the Principal Shareholder which should be set forth in a supplement to the Information Circular, BSS and the Principal Shareholder shall promptly inform EXU thereof in writing;
  38. except as disclosed in this Agreement, BSS has no Information or knowledge of any fact relating to the Business, the Assets or any indebtedness of BSS or the transactions contemplated hereby which might reasonably be expected to affect, materially and adversely, any of the Assets or the organization, operations, affairs, business, properties, prospects or financial condition or position of BSS; and
  39. the facts which are the subject of the representations and warranties of BSS and the Principal Shareholder contained in this Agreement comprise all material facts known to BSS and the Principal Shareholder which are material and relevant to their obligations hereunder or which might prevent any of them from meeting their obligations under this Agreement.

**SCHEDULE F  
TO THE SHARE EXCHANGE AGREEMENT  
MADE AMONG EXU, BSS, AND THE BSS SHAREHOLDERS**

**Representations and Warranties of EXU**

EXU represents, warrants and agrees as of the date hereof and at the Time of Closing that:

1. EXU is a corporation duly incorporated, validly existing and in good standing under the laws of the Province of British Columbia, and has the power, authority and capacity to enter into this Agreement and to carry out its terms and has all necessary corporate power to own the EXU Interests and to conduct its business as such business is now being conducted;
2. EXU does not own or control directly or indirectly, any interest in any other corporation, association, partnership, joint venture or other business entity;
3. EXU is a “reporting issuer” in the provinces of British Columbia and Alberta and is not in material default of its continuous disclosure obligations under the securities laws of such provinces;
4. the EXU Common Shares are listed for trading (the “**Listing**”) on the Exchange and EXU is not in material default of any of the listing requirements of the Exchange or its listing agreement with the Exchange;
5. the execution and delivery of this Agreement and all other related agreements or documents, and the completion of the transactions contemplated hereby, will by the Time of Closing have been duly and validly authorized by all necessary corporate acts on the part of EXU, and this Agreement constitutes a legal, valid and binding obligation of EXU;
6. the authorized share capital of EXU consists of an unlimited number of common shares without par value, and at the Time of Closing the issued share capital will not exceed the number of EXU Common Shares described in Schedule B, all of which shares are validly issued, fully paid, and non-assessable;
7. the rights, privileges, restrictions and conditions attached to the EXU Shares are as set out in EXU’s constating documents and under applicable corporate legislation;
8. except as set out in Schedule B, there are and will be at the Time of Closing no outstanding share purchase warrants, broker options, options or other rights or other arrangements under which EXU is bound or obligated to issue additional shares in its capital, and, to EXU’s knowledge, none of the outstanding EXU Common Shares are subject to the terms of any shareholder or voting trust agreement;
9. all disclosure documents of EXU filed under applicable Securities Laws, including but not limited to, financial statements, prospectuses, offering memorandums, information circulars, material change reports and shareholder communications (the “**EXU Disclosure Documents**”) contain no untrue statement of a material fact as at the date thereof nor do they omit to state a material fact which, at the date thereof, was required to have been stated or was necessary to prevent a statement that was made from being false or misleading in the circumstances in which it was made;

10. neither the execution and delivery of this Agreement, nor the completion of the transactions contemplated hereby will conflict with or result in any breach of any of the terms and provisions of, or constitute a default under, the constating documents, director or shareholder minutes of EXU, or any agreement or instrument or statute or law to which EXU is a party or by which the EXU Interests or any assets of EXU are bound or any order, decree, statute, regulation, covenant or restriction applicable to EXU;
11. EXU is the sole registered and beneficial owner of all of its assets;
12. all of the assets and material transactions of EXU have been properly recorded or filed in or with the books or records of EXU;
13. to the knowledge of EXU, there are no actions, suits or proceedings, judicial or administrative (whether or not purportedly on behalf of EXU) pending or threatened by or against EXU or affecting EXU's assets at law or in equity, before or by any federal, provincial, state, municipal or other governmental court, department, commission, board, bureau, agency or instrumentality, domestic or foreign, and EXU is not aware of any existing ground on which any such action, suit or proceeding might be commenced with any reasonable likelihood of success;
14. all Material Contracts of EXU and all amendments and extensions thereof are listed in Schedule I, a true and complete copy of which has been made available to BSS. EXU is not in default or breach of its obligations under any Material Contracts to which it is a party and to the knowledge of EXU, there exists no state of facts which, after notice or lapse of time or both, would constitute such a default or breach, and all such Material Contracts are now in good standing and in full force and effect without amendment thereto and EXU is entitled to all benefits thereunder. Further, there are no outstanding material disputes under any such contracts and, except for the Regulatory Approvals, no consents, releases, waivers or approvals are necessary under such contracts with regard to the transactions described in this Agreement;
15. EXU has filed with appropriate taxation authorities, federal, state, provincial and local, all returns, reports and declarations which are required to be filed by it and has paid all Taxes which have become due and no taxing authority is asserting or has, to the knowledge of EXU threatened to assert, or has any basis for asserting against EXU any claim for additional Taxes or interest thereon or penalty;
16. the audited financial statements of EXU for the period from July 7, 2010 to the fiscal year ended September 30, 2014, and the unaudited interim financial statements for the three and six month period ended March 31, 2015 (the "**EXU Financial Statements**"), copies of which have been filed and are available on SEDAR, are true and correct in every material respect and present fairly and accurately the financial position and results of the operations of EXU for the periods then ended and the EXU Financial Statements have been prepared in accordance with international financial reporting standards applied on a consistent basis;
17. the books and records of EXU disclose all material financial transactions of EXU since March 31, 2015 and such transactions have been fairly and accurately recorded;
18. there are no material liabilities of EXU, whether direct, indirect, absolute, contingent or otherwise, which are not disclosed or reflected in the EXU Financial Statements except those incurred in the ordinary course of business of EXU;

19. since March 31, 2015 there has not been any material adverse change of any kind whatsoever to the Listing or to the financial position or condition of EXU or any damage, loss or other change of any kind whatsoever in circumstances materially affecting the business, assets or Listing of EXU or the right or capacity of EXU to carry on its business other than as disclosed in the EXU Financial Statements and the EXU Disclosure Documents;
20. to its knowledge, EXU is not in material breach of any law, ordinance, statute, regulation, by-law, order or decree of any kind whatsoever;
21. EXU is conducting and has since incorporation conducted its business in compliance with all Applicable Laws of each jurisdiction in which it carries on business;
22. except as disclosed in this Agreement, EXU has not incurred any liability for broker's or finder's fees of any kind whatsoever with respect to this Agreement or any transaction contemplated under this Agreement, other than in connection with the Financing;
23. the facts which are the subject of the representations and warranties of EXU contained in this Agreement comprise all material facts known to EXU which are material and relevant to its obligations hereunder or which might prevent it from meeting its obligations under this Agreement;
24. EXU has no contract, commitment or arrangement, whether written, oral or implied with any Person whatsoever relating to employment which contains any specific agreement as to notice of termination or severance pay in lieu thereof or which cannot be terminated without cause upon giving reasonable notice as may be implied by law without the payment of, or any liability in respect of, any bonus, damages, share of profits or penalty; and there are no policies or practices of EXU which confer benefits to the employees of EXU or result in obligations of EXU with respect to its employees;
25. EXU does not have a pension, stock option or stock purchase plan or a profit sharing, incentive or bonus plan or other deferred compensation plan, or an employee group insurance plan, hospitalization plan, disability plan or other employee benefit plan, program, policy or practice, formal or informal with respect to any of its employees, other than a 10% incentive stock option plan as described in the EXU Disclosure Documents, the Canada Pension Plan and other similar health plans established pursuant to statute, and EXU do not have any unfunded or unpaid liability in respect of such plan;
26. there are no employees of EXU that EXU considers it has the right to terminate for cause; and no employee has made any claim or has any basis for any action or proceeding against EXU arising out of any statute, ordinance or regulation relating to discrimination in employment or employment practices, harassment, occupational health and safety standards or workers' compensation;
27. to the knowledge of EXU, no employee or consultant has made or has any basis for making any claim (whether under law, any employment or consulting agreement or otherwise) on account of or for: (a) overtime pay, other than overtime for the current payroll period; (b) wages or salary for any period other than the current payroll period; (c) any bonus, raise or other compensation or remuneration; (d) other time off, sick time or pay in lieu; or (e) any violation of any statute, ordinance, or regulation relating to minimum wages or the maximum hours of work;

28. EXU has kept and to its knowledge, has provided BSS with proper and consistent accounts, Books and Records of their activities, and such accounts, Books and Records are up to date and there has been no material change in any practice or policy insofar as such change might affect the valuation of assets or the recording of expenditures or receipts relating to EXU and its business;
29. all material data and Information relating to EXU and its business have been made available to BSS for inspection or otherwise disclosed to BSS;
30. except as disclosed in the EXU Financial Statements:
  - (a) EXU is not indebted to any of its officers, directors or shareholders, whether by way of shareholder loan, unpaid, accrued or deferred compensation or otherwise;
  - (b) no officer, director, employee or shareholder of EXU is indebted or under obligation to EXU on any account whatsoever; and
  - (c) EXU has not guaranteed or agreed to guarantee any debt, liability or other obligation of any kind whatsoever of any Person, firm or corporation of any kind whatsoever; and
31. except as disclosed in this Agreement, since March 31, 2015, EXU has not:
  - (a) declared, made or committed itself to make any payment of any dividends or any other distribution in respect of its shares or subdivided, consolidated or reclassified, or redeemed, purchased or otherwise acquired or agreed to acquire any of its shares;
  - (b) issued or sold any shares in its capital or any warrants, bonds, debentures or its other corporate securities or issued, granted or delivered any right, option or other commitment for the issuance of any such securities;
  - (c) mortgaged, pledged, subjected to lien, granted a security interest in or otherwise encumbered any of its assets, whether tangible or intangible;
  - (d) made any gift of money or of any of its assets to any Person;
  - (e) made any licence, sale, assignment, transfer, or disposition of its assets; or
  - (f) authorized, agreed or otherwise become committed to do any of the foregoing.

**SCHEDULE G  
TO THE SHARE EXCHANGE AGREEMENT  
MADE AMONG EXU, BSS, AND THE BSS SHAREHOLDERS**

**Representations and Warranties of the BSS Shareholders**

Each BSS Shareholder severally represents, warrants and agrees as of the date hereof and at the Time of Closing that:

1. the BSS Shareholder is and will be at the Time of Closing the legal and beneficial owner of the BSS Securities as set forth in Schedule A,
2. the BSS Shareholder holds no other securities of BSS, including any right or option to acquire any unissued securities of BSS;
3. the BSS Securities held by the BSS Shareholder are free and clear of all Encumbrances;
4. the BSS Shareholder has not incurred any liability for broker's or finder's fees of any kind whatsoever with respect to this Agreement or any transaction contemplated under this Agreement;
5. the BSS Shareholder has the right, power, capacity and authority to enter into this Agreement and to sell such BSS Securities as contemplated herein. If the BSS Shareholder is not an individual, the BSS Shareholder is duly organized and validly existing under the laws of its jurisdiction of organization and has the corporate or other power to enter into this Agreement and any other agreement to which it is or is to become a party pursuant to the terms hereof and to perform its obligations hereunder and thereunder;
6. except for EXU's rights hereunder, no person has any option, warrant, right, call, commitment, conversion right, right of exchange or other agreement or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an option, warrant, right, call, commitment, conversion right, right of exchange or other agreement for the purchase from the BSS Shareholder any of its BSS Securities;
7. the execution, delivery and performance by the BSS Shareholder of this Agreement and the execution, delivery and performance by the BSS Shareholder, of or under any other agreements or instruments to which it is or is to become a party pursuant to the terms hereof, and the consummation of the transactions contemplated hereunder and thereunder:
  - (i) if the BSS Shareholder is not an individual, has been duly authorized by all necessary corporate action on the part of such BSS Shareholder; and
  - (ii) if the BSS Shareholder is not an individual, do not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition) result in a violation or a breach of, or a default under or give rise to a right of termination, amendment or cancellation or the acceleration of any obligation under: (A) any charter, by-law or trust deed instrument of the BSS Shareholder as applicable, (B) any mortgage, note, indenture contract, instrument, lease, licence or permit to which the BSS Shareholder is a party or by which the BSS Shareholder is bound or to which any property or material assets of the BSS Shareholder is subject, (C) any laws applicable to



the BSS Shareholder, or (D) any judgment, decree or order binding the BSS Shareholder or its property or material assets;

8. this Agreement has been, and each additional agreement or instrument required to be delivered pursuant to this Agreement shall be at the Time of Closing, duly authorized, executed and delivered by the BSS Shareholder and each shall be at the Time of Closing, a legal, valid and binding obligation of the BSS Shareholder enforceable against the BSS Shareholder in accordance with its terms;
9. no consent, approval, order or authorization of, or registration or declaration with, any third party or Governmental Authority with jurisdiction over the BSS Shareholder is required to be obtained by such BSS Shareholder in connection with the execution and delivery of this Agreement or the completion of the transactions contemplated herein, except for those consents, orders, authorizations, declarations, registrations or approvals which are contemplated by this Agreement or those consents, orders, authorizations, declarations, registrations or approvals that, if not obtained by the Closing Date, would not prevent or materially delay the completion of the acquisition or otherwise prevent such BSS Shareholder from performing its obligations under this Agreement;
10. if the BSS Shareholder is a U.S. resident, then unless such BSS Shareholder has completed and delivered a U.S. Representation Letter in a form approved by EXU, in its sole discretion (in which case the BSS Shareholder makes the representations, warranties and covenants therein), the BSS Shareholder represents and warrants to EXU that:
  - (a) the offer to purchase the BSS Shareholder's BSS Securities, was not made to the BSS Shareholder when either the BSS Shareholder was in the United States;
  - (b) the BSS Shareholder is not in the United States and is not acquiring any EXU Payment Securities on behalf of a person in the United States;
  - (c) at the time this Agreement was executed and delivered by the BSS Shareholder, the BSS Shareholder and any beneficial purchaser for whom it is acting, if applicable, were outside the United States;
  - (d) if the BSS Shareholder is a corporation or entity, (A) a majority of the BSS Shareholder's voting equity is beneficially owned by persons resident outside the United States; and (B) the BSS Shareholder's affairs are wholly controlled and directed from outside of the United States;
  - (e) the BSS Shareholder or any beneficial purchaser for whom it is acting, if applicable, has no intention to distribute either directly or indirectly any of the EXU Payment Securities in the United States, except in compliance with the United States *Securities Act of 1933*, as amended (the "**1933 Act**"); and
  - (f) the current structure of this transaction and all transactions and activities contemplated in this Agreement is not a scheme to avoid the registration requirements of the 1933 Act and applicable state securities laws.

**SCHEDULE H  
TO THE SHARE EXCHANGE AGREEMENT  
MADE AMONG EXU, BSS, AND THE BSS SHAREHOLDERS**

**BSS Material Contracts**

The only material contract of BSS is the Licence Agreement referred to in Schedule C hereto.

**SCHEDULE I  
TO THE SHARE EXCHANGE AGREEMENT  
MADE AMONG EXU, BSS, AND THE BSS SHAREHOLDERS**

**EXU Material Contracts**

1.	Agreement with Computershare Trust Company of Canada
2.	Listing Agreement with the CSE dated May 19, 2015.

**SCHEDULE J  
TO THE SHARE EXCHANGE AGREEMENT  
MADE AMONG EXU, BSS, AND THE BSS SHAREHOLDERS**

**BSS Financial Statements**

Audited financial statements for the period ended July 31, 2015; which will be provided prior to Closing.

*Redacted Version*

**SCHEDULE K  
TO THE SHARE EXCHANGE AGREEMENT  
MADE AMONG EXU, BSS, AND THE BSS SHAREHOLDERS**

**BSS Intangible Property**

Nil

**SCHEDULE L  
TO THE SHARE EXCHANGE AGREEMENT  
MADE AMONG EXU, BSS, AND THE BSS SHAREHOLDERS**

**BSS Owned Equipment**

Nil

**SCHEDULE M**  
**TO THE SHARE EXCHANGE AGREEMENT**  
**MADE AMONG EXU, BSS, AND THE BSS SHAREHOLDERS**  
**Employment Agreement with Mr. Jim Hutchens, President & CEO**

To be prepared and delivered prior to closing.

*Redacted Version*

**SCHEDULE N  
TO THE SHARE EXCHANGE AGREEMENT  
MADE AMONG EXU, BSS, AND THE BSS SHAREHOLDERS**

**List of BSS Encumbrances**

Nil



**SCHEDULE O  
TO THE SHARE EXCHANGE AGREEMENT  
MADE AMONG EXU, BSS, AND THE BSS SHAREHOLDERS**

**Litigation Pertaining to BSS**

Nil

**SCHEDULE P  
TO THE SHARE EXCHANGE AGREEMENT  
MADE AMONG EXU, BSS, AND THE BSS SHAREHOLDERS**

**Insurance Policies Held by BSS**

Nil

**SCHEDULE Q  
TO THE SHARE EXCHANGE AGREEMENT  
MADE AMONG EXU, BSS, AND THE BSS SHAREHOLDERS**

**List of Employees of BSS**

Nil.

*Redacted Version*

**SCHEDULE R  
TO THE SHARE EXCHANGE AGREEMENT  
MADE AMONG EXU, BSS, AND THE BSS SHAREHOLDERS**

**U.S. Representation Letter**

To be provided prior to closing.