

FORM 9

NOTICE OF PROPOSED ISSUANCE OF LISTED SECURITIES (or securities convertible or exchangeable into listed securities¹)

Please complete the following:

Name of Listed Issuer: **Lightning Ventures Inc. (the "Issuer")**.

Trading Symbol: **LVI**.

Date: **March 5, 2018**

Is this an updating or amending Notice: Yes No

If yes provide date(s) of prior Notices: **N/A**.

Issued and Outstanding Securities of Issuer Prior to Issuance: **139,586,448**

Date of News Release Announcing Private Placement: **March 5, 2018**

Closing Market Price on Day Preceding the Issuance of the News Release: **\$0.03**

1. Private Placement (if shares are being issued in connection with an acquisition (either as consideration or to raise funds for a cash acquisition), proceed to Part 2 of this form)

Full Name & Residential Address of Placee	Number of Securities Purchased or to be Purchased	Purchase price per Security (CDN\$)	Conversion Price (if Applicable)	Prospectus Exemption	No. of Securities, directly or indirectly, Owned, Controlled or Directed	Payment Date(1)	Describe relationship to Issuer (2)
Domenari Capital LLC Overland Parks, KS, USA	1,312,612 common shares	\$0.05	n/a	2.14 of NI 45-106	Nil	n/a	Non-related
Nia Capital Corp. Coquitlam, BC	400,000 common shares	\$0.05	n/a	2.14 of NI 45-106	7,350,000	n/a	Related Person

Patricia Rainwater San Antonio, TX	793,400 common shares	\$0.05	n/a	2.14 of NI 45-106	4,051,391	n/a	Non- related
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(1) Indicate date each placee advanced or is expected to advance payment for securities. Provide details of expected payment date, conditions to release of funds etc. Indicate if the placement funds been placed in trust pending receipt of all necessary approvals.

(2) Indicate if Related Person.

¹An issuance of non-convertible debt does not have to be reported unless it is a significant transaction as defined in Policy 7, in which case it is to be reported on Form 10.

1. Total amount of funds to be raised: **\$125,300.60 in debt settled with shares.**

2. Provide full details of the use of the proceeds. The disclosure should be sufficiently complete to enable a reader to appreciate the significance of the transaction without reference to any other material. **N/A**

Provide particulars of any proceeds which are to be paid to Related Persons of the Issuer: **N/A**

3. If securities are issued in forgiveness of indebtedness, provide details and attach the debt agreement(s) or other documentation evidencing the debt and the agreement to exchange the debt for securities. **See debt settlement agreements attached as Schedule A hereto.**

4. Description of securities to be issued:

(a) Class **Common Shares**

(b) Number **2,506,012**

(c) Price per security **\$0.05**

(d) Voting rights **1 vote per common share.**

5. Provide the following information if Warrants, (options) or other convertible securities are to be issued:

(a) Number **N/A.**

(b) Number of securities eligible to be purchased on exercise of Warrants (or options) **N/A.**

- (c) Exercise price N/A.
 - (d) Expiry date N/A.
6. Provide the following information if debt securities are to be issued:
- (a) Aggregate principal amount N/A.
 - (b) Maturity date N/A.
 - (c) Interest rate N/A.
 - (d) Conversion terms N/A.
 - (e) Default provisions N/A.
7. Provide the following information for any agent's fee, commission, bonus or finder's fee, or other compensation paid or to be paid in connection with the placement (including warrants, options, etc.):
- (a) Details of any dealer, agent, broker or other person receiving compensation in connection with the placement (name, address. If a corporation, identify persons owning or exercising voting control over 20% or more of the voting shares if known to the Issuer):

N/A.
 - (b) Cash N/A.
 - (c) Securities N/A.
 - (d) Other N/A.
 - (e) Expiry date of any options, warrants etc. N/A
 - (f) Exercise price of any options, warrants etc. N/A
8. State whether the sales agent, broker, dealer or other person receiving compensation in connection with the placement is Related Person or has any other relationship with the Issuer and provide details of the relationship N/A.
9. Describe any unusual particulars of the transaction (i.e. tax "flow through" shares, etc.).

N/A.
10. State whether the private placement will result in a change of control.

N/A.

11. Where there is a change in the control of the Issuer resulting from the issuance of the private placement shares, indicate the names of the new controlling shareholders. N/A.
12. Each purchaser has been advised of the applicable securities legislation restricted or seasoning period. All certificates for securities issued which are subject to a hold period bear the appropriate legend restricting their transfer until the expiry of the applicable hold period required by National Instrument 45-102.

2. Acquisition

1. Provide details of the assets to be acquired by the Issuer (including the location of the assets, if applicable). The disclosure should be sufficiently complete to enable a reader to appreciate the significance of the transaction without reference to any other material: N/A.
2. Provide details of the acquisition including the date, parties to and type of agreement (eg: sale, option, license etc.) and relationship to the Issuer. The disclosure should be sufficiently complete to enable a reader to appreciate the significance of the acquisition without reference to any other material: N/A.
3. Provide the following information in relation to the total consideration for the acquisition (including details of all cash, securities or other consideration) and any required work commitments:
 - (a) Total aggregate consideration in Canadian dollars: N/A.
 - (b) Cash: N/A.
 - (c) Securities (including options, warrants etc.) and dollar value: N/A.
 - (d) Other: N/A.
 - (e) Expiry date of options, warrants, etc. if any: N/A.
 - (f) Exercise price of options, warrants, etc. if any: N/A.
 - (g) Work commitments: N/A.
4. State how the purchase or sale price was determined (e.g. arm's-length negotiation, independent committee of the Board, third party valuation etc).

5. Provide details of any appraisal or valuation of the subject of the acquisition known to management of the Issuer: N/A.
6. The names of parties receiving securities of the Issuer pursuant to the acquisition and the number of securities to be issued are described as follows:

Name of Party (If not an individual, name all insiders of the Party)	Number and Type of Securities to be Issued	Dollar value per Security (CDN\$)	Conversion price (if applicable)	Prospectus Exemption	No. of Securities, directly or indirectly, Owned, Controlled or Directed by Party	Describe relationship to Issuer ⁽¹⁾
N/A	-	-	-	-	-	-

(1) Indicate if Related Person

7. Details of the steps taken by the Issuer to ensure that the vendor has good title to the assets being acquired: N/A.
8. Provide the following information for any agent's fee, commission, bonus or finder's fee, or other compensation paid or to be paid in connection with the acquisition (including warrants, options, etc.):
- (a) Details of any dealer, agent, broker or other person receiving compensation in connection with the acquisition (name, address. If a corporation, identify persons owning or exercising voting control over 20% or more of the voting shares if known to the Issuer): N/A.
 - (b) Cash N/A.
 - (c) Securities N/A.
 - (d) Other N/A.
 - (e) Expiry date of any options, warrants etc. N/A.
 - (f) Exercise price of any options, warrants etc. N/A.
9. State whether the sales agent, broker or other person receiving compensation in connection with the acquisition is a Related Person or has any other relationship with the Issuer and provide details of the relationship. N/A.

10. If applicable, indicate whether the acquisition is the acquisition of an interest in property contiguous to or otherwise related to any other asset acquired in the last 12 months. N/A.

Certificate Of Compliance

The undersigned hereby certifies that:

1. The undersigned is a director and/or senior officer of the Issuer and has been duly authorized by a resolution of the board of directors of the Issuer to sign this Certificate of Compliance on behalf of the Issuer.
2. As of the date hereof there is not material information concerning the Issuer which has not been publicly disclosed.
3. The undersigned hereby certifies to the Exchange that the Issuer is in compliance with the requirements of applicable securities legislation (as such term is defined in National Instrument 14-101) and all Exchange Requirements (as defined in CSE Policy 1).
4. All of the information in this Form 9 Notice of Issuance of Securities is true.

Dated March 5, 2018

Kelly Pladson

Name of Director or Senior
Officer

"Kelly Pladson"

Signature

Director

Official Capacity

SCHEDULE "A"
DEBT SETTLEMENT AGREEMENTS

DEBT SETTLEMENT AGREEMENT

THIS DEBT SETTLEMENT AGREEMENT is dated for reference as of the 2nd of March, 2018.

BETWEEN:

LIGHTNING VENTURES INC, a company duly incorporated pursuant to the laws of British Columbia, and having its office at 700-838 W Hastings Street, Vancouver, BC, V6C 0A6

(the “**Company**”)

AND:

PATRICIA RAINWATER, an individual residing at [REDACTED]

(the “**Creditor**”)

WHEREAS:

(A) The Company is indebted to the Creditor for the reasons and in the amount set out in Schedule “A” to this Agreement (the “**Debt**”);

(B) The Company wishes to settle the Debt by allotting and issuing common shares in the capital of the Company (the “**Shares**”) to the Creditor and the Creditor is prepared to accept such Shares in full satisfaction of the Debt on the terms and conditions set out herein. The Company and the Creditor both acknowledge that Debt will be settled and the Shares issued concurrently with the closing of a non-brokered private placement financing.

NOW THEREFORE WITNESSETH that in consideration of the premises and of the mutual covenants and agreements set out herein, the parties hereto covenant and agree as follows:

1. ACKNOWLEDGMENT OF DEBT

1.1 The Company acknowledges and agrees that it is indebted to the Creditor in the amount of the Debt.

2. ALLOTMENT AND ISSUANCE OF SHARES

2.1 The Company agrees to allot and issue to the Creditor that number of shares in the capital of the Company set out in Schedule “A” to this agreement (the “**Debt Settlement Agreement**”) as full and final payment of the Debt and the Creditor agrees to accept the shares as full and final payment of the Debt on the conditions as set out in this Debt Settlement Agreement.

2.2 On the date of the issuance of the Shares, the Company shall deliver to the direction of the Creditor share certificate(s) representing the Shares.

2.3 The Creditor hereby agrees that, upon delivery of the Shares by the Company in accordance with the provisions of this Debt Settlement Agreement, the Debt will be fully satisfied and

extinguished and the Creditor will remise, release and forever discharge the Company and its directors, officers and employees from any and all obligations relating to the Debt.

3. REGULATORY APPROVALS AND RESTRICTIONS ON DISPOSITION

3.1 The Creditor acknowledges to the Company that:

- (a) the Company is relying on an exemption from the prospectus and registration requirements of applicable securities law to permit the issuance of the Shares pursuant to the Debt;
- (b) the Creditor is not an “insider” of the Company as defined in the British Columbia Securities Act (the “Act”);
- (c) the Creditor will be the beneficial owner of the Shares;
- (d) the Shares are not being acquired as a result of any material information that has not been generally disclosed to the public; and
- (e) the Creditor will seek its own independent legal advice as to any restrictions imposed by the Act on the Creditor respecting disposition of the Shares.

4. LEGENDING OF SHARES

4.1 The Creditor acknowledges that the Shares will be subject to resale restrictions contained in the Applicable Securities Laws (defined herein) applicable to the Company and the Creditor (and any beneficial purchaser for which the Creditor is contracting hereunder). Creditors with a Canadian or international address will receive a certificate bearing the following legend imprinted thereon:

“Unless permitted under securities legislation, the holder of this security must not trade the security before [four months plus one day from the Closing Date]”; and

5. PRIVACY LEGISLATION

5.1 The Creditor acknowledges and consents to the fact that the Company is collecting the Creditor’s (and any beneficial purchaser for which the Creditor is contracting hereunder) personal information (as that term is defined under applicable privacy legislation, including, without limitation, the *Personal Information Protection and Electronic Documents Act* (Canada) and any other applicable similar replacement or supplemental provincial or federal legislation or laws in effect from time to time) for the purpose of completing the Creditor’s shares pursuant to the Debt. The Creditor acknowledges and consents to the Company retaining the personal information for so long as permitted or required by applicable law or business practices. The Creditor further acknowledges and consents to the fact that the Creditor may be required by Applicable Securities Laws, stock exchange rules and/or Investment Dealers Association of Canada rules to provide regulatory authorities any personal information provided by the Creditor respecting itself (and any beneficial purchaser for which the Creditor is contracting hereunder). The Creditor represents and warrants that it has the authority to provide the consents and acknowledgements set out in this paragraph on behalf of all beneficial purchasers for which the Creditor is contracting. In addition to the foregoing, the Creditor agrees and acknowledges that the Company may use and disclose the Creditor’s personal information, or that of each beneficial purchaser for whom the Creditor are contracting hereunder, as follows:

- (a) for internal use with respect to managing the relationships between and contractual obligations of the Company and the Creditor or any beneficial purchaser for whom the Creditor is contracting hereunder;
- (b) for use and disclosure to the Company's transfer agent and registrar;
- (c) for use and disclosure for income tax related purposes, including without limitation, where required by law, disclosure to Canada Revenue Agency;
- (d) disclosure to securities regulatory authorities (including the Canadian Securities Exchange) (the "CSE") and other regulatory bodies with jurisdiction with respect to reports of trade and similar regulatory filings;
- (e) disclosure to a governmental or other authority (including the CSE) to which the disclosure is required by court order or subpoena compelling such disclosure and where there is no reasonable alternative to such disclosure;
- (f) disclosure to professional advisers of the Company in connection with the performance of their professional services;
- (g) disclosure to any person where such disclosure is necessary for legitimate business reasons and is made with the Subscriber's prior written consent;
- (h) disclosure to a court determining the rights of the parties under this Debt Settlement Agreement; or
- (i) for use and disclosure as otherwise required or permitted by law.

5.2 The Creditor further acknowledges and agrees that the CSE collects personal information in forms submitted by the Company, which will include personal information regarding the Creditor

5.3 The Creditor further acknowledges that the Ontario Securities Commission collects personal information in forms submitted to it by the Company, including information about the Creditor, the Creditor's address and contact information, and the Creditor's share issuance pursuant to the Debt. The Creditor acknowledges that the Ontario Securities Commission is entitled to collect the information under authority granted to it under Applicable Securities Laws (defined below) for the purpose of administration and enforcement of the Applicable Securities Laws in Ontario. The Creditor acknowledges that it may obtain information regarding the collection of this information by contacting the Administrative Assistant to the Director of Corporate Finance, Ontario Securities Commission, Suite 1903, Box 5520, Queen Street West, Toronto, Ontario M5H 3S8, Telephone: (416) 593-3682, Facsimile: (416) 593-8252. The Creditor consents to the collection of personal information by the Ontario Securities Commission.

Applicable Securities Laws" means the securities legislation having application and the rules, policies, notices and orders issued by applicable securities regulatory authorities, including the CSE.

6. GENERAL PROVISIONS

6.1 Time shall be of the essence of this Debt Settlement Agreement.

6.2 The Company and the Creditor shall execute such further assurances and other documents and instruments and shall do such further and other things as may be necessary to implement and carry out the intent of this Debt Settlement Agreement.

6.3 The provisions herein contained constitute the entire agreement between the parties and supersede all previous understandings, communications, representations and agreements, whether written or verbal, between the parties with respect to the subject matter of this Debt Settlement Agreement.

6.4 This Debt Settlement Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.

6.5 This Debt Settlement Agreement shall enure to the benefit of and be binding upon each of the parties and their respective heirs, executors, administrators, successors and assigns, as the case may be.

6.6 This Debt Settlement Agreement may be signed in as many counterparts as may be necessary, each of which so signed shall constitute one and the same document.

IN WITNESS WHEREOF the parties hereto have executed this Debt Settlement Agreement on the day and year first above written.

WITNESS:)	PATRICIA RAINWATER
)	
)	
)	<i>/s/ Patricia Rainwater</i>
_____)	_____
Witness Signature)	
_____)	
Address)	
_____)	
)	
_____)	
Occupation)	

LIGHTNING VENTURES INC.

Per: */s/ Kelly Pladson*
Authorized Signatory

SCHEDULE "A"

**Issuance of Shares to Settle Debt with Lightning Ventures Inc.
pursuant to Debt Settlement Agreement between
Patricia Rainwater & Lightning Ventures Inc.
dated for reference the 2nd of March, 2018**

AMOUNT OF DEBT (CDN.\$)	DEEMED PRICE OF SHARES	NUMBER OF SHARES TO BE ISSUED	REASON DEBT INCURRED
5,000	\$0.05	100,000	Debt assigned – Donald Rainwater consulting fees from February – March 2018 (\$5,000)



DEBT SETTLEMENT AGREEMENT

THIS DEBT SETTLEMENT AGREEMENT is dated for reference as of the 2nd of March, 2018.

BETWEEN:

LIGHTNING VENTURES INC, a company duly incorporated pursuant to the laws of British Columbia, and having its office at 700-838 W Hastings Street, Vancouver, BC, V6C 0A6

(the “**Company**”)

AND:

NIA CAPITAL CORP, a company duly incorporated pursuant to the laws of British Columbia, and having its office at [REDACTED]
[REDACTED] (the “**Creditor**”)

WHEREAS:

(A) The Company is indebted to the Creditor for the reasons and in the amount set out in Schedule “A” to this Agreement (the “**Debt**”);

(B) The Company wishes to settle the Debt by allotting and issuing common shares in the capital of the Company (the “**Shares**”) to the Creditor and the Creditor is prepared to accept such Shares in full satisfaction of the Debt on the terms and conditions set out herein. The Company and the Creditor both acknowledge that Debt will be settled and the Shares issued concurrently with the closing of a non-brokered private placement financing.

NOW THEREFORE WITNESSETH that in consideration of the premises and of the mutual covenants and agreements set out herein, the parties hereto covenant and agree as follows:

1. ACKNOWLEDGMENT OF DEBT

1.1 The Company acknowledges and agrees that it is indebted to the Creditor in the amount of the Debt.

2. ALLOTMENT AND ISSUANCE OF SHARES

2.1 The Company agrees to allot and issue to the Creditor that number of shares in the capital of the Company set out in Schedule “A” to this agreement (the “**Debt Settlement Agreement**”) as full and final payment of the Debt and the Creditor agrees to accept the shares as full and final payment of the Debt on the conditions as set out in this Debt Settlement Agreement.

2.2 On the date of the issuance of the Shares, the Company shall deliver to the direction of the Creditor share certificate(s) representing the Shares.

2.3 The Creditor hereby agrees that, upon delivery of the Shares by the Company in accordance with the provisions of this Debt Settlement Agreement, the Debt will be fully satisfied and extinguished and the Creditor will remise, release and forever discharge the Company and its directors, officers and employees from any and all obligations relating to the Debt.

3. REGULATORY APPROVALS AND RESTRICTIONS ON DISPOSITION

3.1 The Creditor acknowledges to the Company that:

- (a) the Company is relying on an exemption from the prospectus and registration requirements of applicable securities law to permit the issuance of the Shares pursuant to the Debt;
- (b) the Creditor is an “insider” of the Company as defined in the British Columbia Securities Act (the “Act”);
- (c) the Creditor will be the beneficial owner of the Shares;
- (d) the Shares are not being acquired as a result of any material information that has not been generally disclosed to the public; and
- (e) the Creditor will seek its own independent legal advice as to any restrictions imposed by the Act on the Creditor respecting disposition of the Shares.

4. LEGENDING OF SHARES

4.1 The Creditor acknowledges that the Shares will be subject to resale restrictions contained in the Applicable Securities Laws (defined herein) applicable to the Company and the Creditor (and any beneficial purchaser for which the Creditor is contracting hereunder). Creditors with a Canadian or international address will receive a certificate bearing the following legend imprinted thereon:

“Unless permitted under securities legislation, the holder of this security must not trade the security before [four months plus one day from the Closing Date]”; and

5. PRIVACY LEGISLATION

5.1 The Creditor acknowledges and consents to the fact that the Company is collecting the Creditor’s (and any beneficial purchaser for which the Creditor is contracting hereunder) personal information (as that term is defined under applicable privacy legislation, including, without limitation, the *Personal Information Protection and Electronic Documents Act* (Canada) and any other applicable similar replacement or supplemental provincial or federal legislation or laws in effect from time to time) for the purpose of completing the Creditor’s shares pursuant to the Debt. The Creditor acknowledges and consents to the Company retaining the personal information for so long as permitted or required by applicable law or business practices. The Creditor further acknowledges and consents to the fact that the Creditor may be required by Applicable Securities Laws, stock exchange rules and/or Investment Dealers Association of Canada rules to provide regulatory authorities any personal information provided by the Creditor respecting itself (and any beneficial purchaser for which the Creditor is contracting hereunder). The Creditor represents and warrants that it has the authority to provide the consents and acknowledgements set out in this paragraph on behalf of all beneficial purchasers for which the Creditor is contracting. In addition to the foregoing, the Creditor agrees and acknowledges that the Company may use and disclose the Creditor’s personal information, or that of each beneficial purchaser for whom the Creditor are contracting hereunder, as follows:

- (a) for internal use with respect to managing the relationships between and contractual obligations of the Company and the Creditor or any beneficial purchaser for whom the Creditor is contracting hereunder;

- (b) for use and disclosure to the Company's transfer agent and registrar;
- (c) for use and disclosure for income tax related purposes, including without limitation, where required by law, disclosure to Canada Revenue Agency;
- (d) disclosure to securities regulatory authorities (including the Canadian Securities Exchange) (the "CSE") and other regulatory bodies with jurisdiction with respect to reports of trade and similar regulatory filings;
- (e) disclosure to a governmental or other authority (including the CSE) to which the disclosure is required by court order or subpoena compelling such disclosure and where there is no reasonable alternative to such disclosure;
- (f) disclosure to professional advisers of the Company in connection with the performance of their professional services;
- (g) disclosure to any person where such disclosure is necessary for legitimate business reasons and is made with the Subscriber's prior written consent;
- (h) disclosure to a court determining the rights of the parties under this Debt Settlement Agreement; or
- (i) for use and disclosure as otherwise required or permitted by law.

5.2 The Creditor further acknowledges and agrees that the CSE collects personal information in forms submitted by the Company, which will include personal information regarding the Creditor

5.3 The Creditor further acknowledges that the Ontario Securities Commission collects personal information in forms submitted to it by the Company, including information about the Creditor, the Creditor's address and contact information, and the Creditor's share issuance pursuant to the Debt. The Creditor acknowledges that the Ontario Securities Commission is entitled to collect the information under authority granted to it under Applicable Securities Laws (defined below) for the purpose of administration and enforcement of the Applicable Securities Laws in Ontario. The Creditor acknowledges that it may obtain information regarding the collection of this information by contacting the Administrative Assistant to the Director of Corporate Finance, Ontario Securities Commission, Suite 1903, Box 5520, Queen Street West, Toronto, Ontario M5H 3S8, Telephone: (416) 593-3682, Facsimile: (416) 593-8252. The Creditor consents to the collection of personal information by the Ontario Securities Commission.

Applicable Securities Laws" means the securities legislation having application and the rules, policies, notices and orders issued by applicable securities regulatory authorities, including the CSE.

6. GENERAL PROVISIONS

6.1 Time shall be of the essence of this Debt Settlement Agreement.

6.2 The Company and the Creditor shall execute such further assurances and other documents and instruments and shall do such further and other things as may be necessary to implement and carry out the intent of this Debt Settlement Agreement.

6.3 The provisions herein contained constitute the entire agreement between the parties and supersede all previous understandings, communications, representations and agreements, whether written or verbal, between the parties with respect to the subject matter of this Debt Settlement Agreement.

6.4 This Debt Settlement Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.

6.5 This Debt Settlement Agreement shall enure to the benefit of and be binding upon each of the parties and their respective heirs, executors, administrators, successors and assigns, as the case may be.

6.6 This Debt Settlement Agreement may be signed in as many counterparts as may be necessary, each of which so signed shall constitute one and the same document.

IN WITNESS WHEREOF the parties hereto have executed this Debt Settlement Agreement on the day and year first above written.

NIA CAPITAL CORP.

Per: /s/ Kelly Pladson
Authorized Signatory

LIGHTNING VENTURES INC.

Per: /s/ Donald Rainwater
Authorized Signatory

SCHEDULE "A"

**Issuance of Shares to Settle Debt with Lightning Ventures Inc.
pursuant to Debt Settlement Agreement between
Nia Capital Corp. & Lightning Ventures Inc.
dated for reference the 2nd of March, 2018**

AMOUNT OF DEBT (CDN.\$)	DEEMED PRICE OF SHARES	NUMBER OF SHARES TO BE ISSUED	REASON DEBT INCURRED
5,000	\$0.05	100,000	February - March 2018 consulting fees



DEBT SETTLEMENT AGREEMENT

THIS DEBT SETTLEMENT AGREEMENT is dated for reference as of the 22nd of January, 2018.

BETWEEN:

LIGHTNING VENTURES INC, a company duly incorporated pursuant to the laws of British Columbia, and having its office at 700-838 W Hastings Street, Vancouver, BC, V6C 0A6

(the “**Company**”)

AND:

NIA CAPITAL CORP, a company duly incorporated pursuant to the laws of British Columbia, and having its office at [REDACTED]

(the “**Creditor**”)

WHEREAS:

(A) The Company is indebted to the Creditor for the reasons and in the amount set out in Schedule “A” to this Agreement (the “**Debt**”);

(B) The Company wishes to settle the Debt by allotting and issuing common shares in the capital of the Company (the “**Shares**”) to the Creditor and the Creditor is prepared to accept such Shares in full satisfaction of the Debt on the terms and conditions set out herein. The Company and the Creditor both acknowledge that Debt will be settled and the Shares issued concurrently with the closing of a non-brokered private placement financing.

NOW THEREFORE WITNESSETH that in consideration of the premises and of the mutual covenants and agreements set out herein, the parties hereto covenant and agree as follows:

1. ACKNOWLEDGMENT OF DEBT

1.1 The Company acknowledges and agrees that it is indebted to the Creditor in the amount of the Debt.

2. ALLOTMENT AND ISSUANCE OF SHARES

2.1 The Company agrees to allot and issue to the Creditor that number of shares in the capital of the Company set out in Schedule “A” to this agreement (the “**Debt Settlement Agreement**”) as full and final payment of the Debt and the Creditor agrees to accept the shares as full and final payment of the Debt on the conditions as set out in this Debt Settlement Agreement.

2.2 On the date of the issuance of the Shares, the Company shall deliver to the direction of the Creditor share certificate(s) representing the Shares.

2.3 The Creditor hereby agrees that, upon delivery of the Shares by the Company in accordance with the provisions of this Debt Settlement Agreement, the Debt will be fully satisfied and extinguished and the Creditor will remise, release and forever discharge the Company and its directors, officers and employees from any and all obligations relating to the Debt.

3. REGULATORY APPROVALS AND RESTRICTIONS ON DISPOSITION

3.1 The Creditor acknowledges to the Company that:

- (a) the Company is relying on an exemption from the prospectus and registration requirements of applicable securities law to permit the issuance of the Shares pursuant to the Debt;
- (b) the Creditor is an “insider” of the Company as defined in the British Columbia Securities Act (the “Act”);
- (c) the Creditor will be the beneficial owner of the Shares;
- (d) the Shares are not being acquired as a result of any material information that has not been generally disclosed to the public; and
- (e) the Creditor will seek its own independent legal advice as to any restrictions imposed by the Act on the Creditor respecting disposition of the Shares.

4. LEGENDING OF SHARES

4.1 The Creditor acknowledges that the Shares will be subject to resale restrictions contained in the Applicable Securities Laws (defined herein) applicable to the Company and the Creditor (and any beneficial purchaser for which the Creditor is contracting hereunder). Creditors with a Canadian or international address will receive a certificate bearing the following legend imprinted thereon:

“Unless permitted under securities legislation, the holder of this security must not trade the security before [four months plus one day from the Closing Date]”; and

5. PRIVACY LEGISLATION

5.1 The Creditor acknowledges and consents to the fact that the Company is collecting the Creditor’s (and any beneficial purchaser for which the Creditor is contracting hereunder) personal information (as that term is defined under applicable privacy legislation, including, without limitation, the *Personal Information Protection and Electronic Documents Act* (Canada) and any other applicable similar replacement or supplemental provincial or federal legislation or laws in effect from time to time) for the purpose of completing the Creditor’s shares pursuant to the Debt. The Creditor acknowledges and consents to the Company retaining the personal information for so long as permitted or required by applicable law or business practices. The Creditor further acknowledges and consents to the fact that the Creditor may be required by Applicable Securities Laws, stock exchange rules and/or Investment Dealers Association of Canada rules to provide regulatory authorities any personal information provided by the Creditor respecting itself (and any beneficial purchaser for which the Creditor is contracting hereunder). The Creditor represents and warrants that it has the authority to provide the consents and acknowledgements set out in this paragraph on behalf of all beneficial purchasers for which the Creditor is contracting. In addition to the foregoing, the Creditor agrees and acknowledges that the Company may use and disclose the Creditor’s personal information, or that of each beneficial purchaser for whom the Creditor are contracting hereunder, as follows:

- (a) for internal use with respect to managing the relationships between and contractual obligations of the Company and the Creditor or any beneficial purchaser for whom the Creditor is contracting hereunder;

- (b) for use and disclosure to the Company's transfer agent and registrar;
- (c) for use and disclosure for income tax related purposes, including without limitation, where required by law, disclosure to Canada Revenue Agency;
- (d) disclosure to securities regulatory authorities (including the Canadian Securities Exchange) (the "CSE") and other regulatory bodies with jurisdiction with respect to reports of trade and similar regulatory filings;
- (e) disclosure to a governmental or other authority (including the CSE) to which the disclosure is required by court order or subpoena compelling such disclosure and where there is no reasonable alternative to such disclosure;
- (f) disclosure to professional advisers of the Company in connection with the performance of their professional services;
- (g) disclosure to any person where such disclosure is necessary for legitimate business reasons and is made with the Subscriber's prior written consent;
- (h) disclosure to a court determining the rights of the parties under this Debt Settlement Agreement; or
- (i) for use and disclosure as otherwise required or permitted by law.

5.2 The Creditor further acknowledges and agrees that the CSE collects personal information in forms submitted by the Company, which will include personal information regarding the Creditor

5.3 The Creditor further acknowledges that the Ontario Securities Commission collects personal information in forms submitted to it by the Company, including information about the Creditor, the Creditor's address and contact information, and the Creditor's share issuance pursuant to the Debt. The Creditor acknowledges that the Ontario Securities Commission is entitled to collect the information under authority granted to it under Applicable Securities Laws (defined below) for the purpose of administration and enforcement of the Applicable Securities Laws in Ontario. The Creditor acknowledges that it may obtain information regarding the collection of this information by contacting the Administrative Assistant to the Director of Corporate Finance, Ontario Securities Commission, Suite 1903, Box 5520, Queen Street West, Toronto, Ontario M5H 3S8, Telephone: (416) 593-3682, Facsimile: (416) 593-8252. The Creditor consents to the collection of personal information by the Ontario Securities Commission.

Applicable Securities Laws" means the securities legislation having application and the rules, policies, notices and orders issued by applicable securities regulatory authorities, including the CSE.

6. GENERAL PROVISIONS

6.1 Time shall be of the essence of this Debt Settlement Agreement.

6.2 The Company and the Creditor shall execute such further assurances and other documents and instruments and shall do such further and other things as may be necessary to implement and carry out the intent of this Debt Settlement Agreement.

6.3 The provisions herein contained constitute the entire agreement between the parties and supersede all previous understandings, communications, representations and agreements, whether written or verbal, between the parties with respect to the subject matter of this Debt Settlement Agreement.

6.4 This Debt Settlement Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.

6.5 This Debt Settlement Agreement shall enure to the benefit of and be binding upon each of the parties and their respective heirs, executors, administrators, successors and assigns, as the case may be.

6.6 This Debt Settlement Agreement may be signed in as many counterparts as may be necessary, each of which so signed shall constitute one and the same document.

IN WITNESS WHEREOF the parties hereto have executed this Debt Settlement Agreement on the day and year first above written.

NIA CAPITAL CORP.

Per: /s/ Kelly Pladson
Authorized Signatory

LIGHTNING VENTURES INC.

Per: /s/ Donald Rainwater
Authorized Signatory

SCHEDULE "A"

**Issuance of Shares to Settle Debt with Lightning Ventures Inc.
pursuant to Debt Settlement Agreement between
Nia Capital Corp. & Lightning Ventures Inc.
dated for reference the 22nd of January, 2018**

AMOUNT OF DEBT (CDN.\$)	DEEMED PRICE OF SHARES	NUMBER OF SHARES TO BE ISSUED	REASON DEBT INCURRED
15,000	\$0.05	300,000	August 2017 – January 2018 consulting fees



DEBT SETTLEMENT AGREEMENT

THIS DEBT SETTLEMENT AGREEMENT is dated for reference as of the 22nd of January, 2018.

BETWEEN:

LIGHTNING VENTURES INC, a company duly incorporated pursuant to the laws of British Columbia, and having its office at 700-838 W Hastings Street, Vancouver, BC, V6C 0A6

(the “**Company**”)

AND:

DOMENARI CAPITAL LLC, a corporation having a head office at

[REDACTED]

(the “**Creditor**”)

WHEREAS:

(A) The Company is indebted to the Creditor for the reasons and in the amount set out in Schedule “A” to this Agreement (the “**Debt**”);

(B) The Company wishes to settle the Debt by allotting and issuing common shares in the capital of the Company (the “**Shares**”) to the Creditor and the Creditor is prepared to accept such Shares in full satisfaction of the Debt on the terms and conditions set out herein. The Company and the Creditor both acknowledge that Debt will be settled and the Shares issued concurrently with the closing of a non-brokered private placement financing.

NOW THEREFORE WITNESSETH that in consideration of the premises and of the mutual covenants and agreements set out herein, the parties hereto covenant and agree as follows:

1. ACKNOWLEDGMENT OF DEBT

1.1 The Company acknowledges and agrees that it is indebted to the Creditor in the amount of the Debt.

2. ALLOTMENT AND ISSUANCE OF SHARES

2.1 The Company agrees to allot and issue to the Creditor that number of shares in the capital of the Company set out in Schedule “A” to this agreement (the “**Debt Settlement Agreement**”) as full and final payment of the Debt and the Creditor agrees to accept the shares as full and final payment of the Debt on the conditions as set out in this Debt Settlement Agreement.

2.2 On the date of the issuance of the Shares, the Company shall deliver to the direction of the Creditor share certificate(s) representing the Shares.

2.3 The Creditor hereby agrees that, upon delivery of the Shares by the Company in accordance with the provisions of this Debt Settlement Agreement, the Debt will be fully satisfied and

extinguished and the Creditor will remise, release and forever discharge the Company and its directors, officers and employees from any and all obligations relating to the Debt.

3. REGULATORY APPROVALS AND RESTRICTIONS ON DISPOSITION

3.1 The Creditor acknowledges to the Company that:

- (a) the Company is relying on an exemption from the prospectus and registration requirements of applicable securities law to permit the issuance of the Shares pursuant to the Debt;
- (b) the Creditor is an “insider” of the Company as defined in the British Columbia Securities Act (the “Act”);
- (c) the Creditor will be the beneficial owner of the Shares;
- (d) the Shares are not being acquired as a result of any material information that has not been generally disclosed to the public; and
- (e) the Creditor will seek its own independent legal advice as to any restrictions imposed by the Act on the Creditor respecting disposition of the Shares.

4. LEGENDING OF SHARES

4.1 The Creditor acknowledges that the Shares will be subject to resale restrictions contained in the Applicable Securities Laws (defined herein) applicable to the Company and the Creditor (and any beneficial purchaser for which the Creditor is contracting hereunder). Creditors with a Canadian or international address will receive a certificate bearing the following legend imprinted thereon:

“Unless permitted under securities legislation, the holder of this security must not trade the security before [four months plus one day from the Closing Date]”; and

5. PRIVACY LEGISLATION

5.1 The Creditor acknowledges and consents to the fact that the Company is collecting the Creditor’s (and any beneficial purchaser for which the Creditor is contracting hereunder) personal information (as that term is defined under applicable privacy legislation, including, without limitation, the *Personal Information Protection and Electronic Documents Act* (Canada) and any other applicable similar replacement or supplemental provincial or federal legislation or laws in effect from time to time) for the purpose of completing the Creditor’s shares pursuant to the Debt. The Creditor acknowledges and consents to the Company retaining the personal information for so long as permitted or required by applicable law or business practices. The Creditor further acknowledges and consents to the fact that the Creditor may be required by Applicable Securities Laws, stock exchange rules and/or Investment Dealers Association of Canada rules to provide regulatory authorities any personal information provided by the Creditor respecting itself (and any beneficial purchaser for which the Creditor is contracting hereunder). The Creditor represents and warrants that it has the authority to provide the consents and acknowledgements set out in this paragraph on behalf of all beneficial purchasers for which the Creditor is contracting. In addition to the foregoing, the Creditor agrees and acknowledges that the Company may use and disclose the Creditor’s personal information, or that of each beneficial purchaser for whom the Creditor are contracting hereunder, as follows:

- (a) for internal use with respect to managing the relationships between and contractual obligations of the Company and the Creditor or any beneficial purchaser for whom the Creditor is contracting hereunder;
- (b) for use and disclosure to the Company's transfer agent and registrar;
- (c) for use and disclosure for income tax related purposes, including without limitation, where required by law, disclosure to Canada Revenue Agency;
- (d) disclosure to securities regulatory authorities (including the Canadian Securities Exchange) (the "CSE") and other regulatory bodies with jurisdiction with respect to reports of trade and similar regulatory filings;
- (e) disclosure to a governmental or other authority (including the CSE) to which the disclosure is required by court order or subpoena compelling such disclosure and where there is no reasonable alternative to such disclosure;
- (f) disclosure to professional advisers of the Company in connection with the performance of their professional services;
- (g) disclosure to any person where such disclosure is necessary for legitimate business reasons and is made with the Subscriber's prior written consent;
- (h) disclosure to a court determining the rights of the parties under this Debt Settlement Agreement; or
- (i) for use and disclosure as otherwise required or permitted by law.

5.2 The Creditor further acknowledges and agrees that the CSE collects personal information in forms submitted by the Company, which will include personal information regarding the Creditor

5.3 The Creditor further acknowledges that the Ontario Securities Commission collects personal information in forms submitted to it by the Company, including information about the Creditor, the Creditor's address and contact information, and the Creditor's share issuance pursuant to the Debt. The Creditor acknowledges that the Ontario Securities Commission is entitled to collect the information under authority granted to it under Applicable Securities Laws (defined below) for the purpose of administration and enforcement of the Applicable Securities Laws in Ontario. The Creditor acknowledges that it may obtain information regarding the collection of this information by contacting the Administrative Assistant to the Director of Corporate Finance, Ontario Securities Commission, Suite 1903, Box 5520, Queen Street West, Toronto, Ontario M5H 3S8, Telephone: (416) 593-3682, Facsimile: (416) 593-8252. The Creditor consents to the collection of personal information by the Ontario Securities Commission.

Applicable Securities Laws" means the securities legislation having application and the rules, policies, notices and orders issued by applicable securities regulatory authorities, including the CSE.

6. GENERAL PROVISIONS

6.1 Time shall be of the essence of this Debt Settlement Agreement.

6.2 The Company and the Creditor shall execute such further assurances and other documents and instruments and shall do such further and other things as may be necessary to implement and carry out the intent of this Debt Settlement Agreement.

6.3 The provisions herein contained constitute the entire agreement between the parties and supersede all previous understandings, communications, representations and agreements, whether written or verbal, between the parties with respect to the subject matter of this Debt Settlement Agreement.

6.4 This Debt Settlement Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.

6.5 This Debt Settlement Agreement shall enure to the benefit of and be binding upon each of the parties and their respective heirs, executors, administrators, successors and assigns, as the case may be.

6.6 This Debt Settlement Agreement may be signed in as many counterparts as may be necessary, each of which so signed shall constitute one and the same document.

IN WITNESS WHEREOF the parties hereto have executed this Debt Settlement Agreement on the day and year first above written.

DOMENARI CAPITAL LLC

Per: /s/ Timothy Isaacs
Authorized Signatory

LIGHTNING VENTURES INC.

Per: /s/ Donald Rainwater
Authorized Signatory

SCHEDULE "A"

**Issuance of Shares to Settle Debt with Lightning Ventures Inc.
pursuant to Debt Settlement Agreement between
Domenari Capital LLC & Lightning Ventures Inc.
dated for reference the 22nd of January, 2018**

AMOUNT OF DEBT (CDN.\$)	DEEMED PRICE OF SHARES	NUMBER OF SHARES TO BE ISSUED	REASON DEBT INCURRED
65,630.60	\$0.05	1,312,612	Loans relating to operating expenses

DEBT SETTLEMENT AGREEMENT

THIS DEBT SETTLEMENT AGREEMENT is dated for reference as of the 22nd of January, 2018.

BETWEEN:

LIGHTNING VENTURES INC, a company duly incorporated pursuant to the laws of British Columbia, and having its office at 700-838 W Hastings Street, Vancouver, BC, V6C 0A6

(the “**Company**”)

AND:

PATRICIA RAINWATER, an individual residing at [REDACTED]

(the “**Creditor**”)

WHEREAS:

(A) The Company is indebted to the Creditor for the reasons and in the amount set out in Schedule “A” to this Agreement (the “**Debt**”);

(B) The Company wishes to settle the Debt by allotting and issuing common shares in the capital of the Company (the “**Shares**”) to the Creditor and the Creditor is prepared to accept such Shares in full satisfaction of the Debt on the terms and conditions set out herein. The Company and the Creditor both acknowledge that Debt will be settled and the Shares issued concurrently with the closing of a non-brokered private placement financing.

NOW THEREFORE WITNESSETH that in consideration of the premises and of the mutual covenants and agreements set out herein, the parties hereto covenant and agree as follows:

1. ACKNOWLEDGMENT OF DEBT

1.1 The Company acknowledges and agrees that it is indebted to the Creditor in the amount of the Debt.

2. ALLOTMENT AND ISSUANCE OF SHARES

2.1 The Company agrees to allot and issue to the Creditor that number of shares in the capital of the Company set out in Schedule “A” to this agreement (the “**Debt Settlement Agreement**”) as full and final payment of the Debt and the Creditor agrees to accept the shares as full and final payment of the Debt on the conditions as set out in this Debt Settlement Agreement.

2.2 On the date of the issuance of the Shares, the Company shall deliver to the direction of the Creditor share certificate(s) representing the Shares.

2.3 The Creditor hereby agrees that, upon delivery of the Shares by the Company in accordance with the provisions of this Debt Settlement Agreement, the Debt will be fully satisfied and

extinguished and the Creditor will remise, release and forever discharge the Company and its directors, officers and employees from any and all obligations relating to the Debt.

3. REGULATORY APPROVALS AND RESTRICTIONS ON DISPOSITION

3.1 The Creditor acknowledges to the Company that:

- (a) the Company is relying on an exemption from the prospectus and registration requirements of applicable securities law to permit the issuance of the Shares pursuant to the Debt;
- (b) the Creditor is not an “insider” of the Company as defined in the British Columbia Securities Act (the “Act”);
- (c) the Creditor will be the beneficial owner of the Shares;
- (d) the Shares are not being acquired as a result of any material information that has not been generally disclosed to the public; and
- (e) the Creditor will seek its own independent legal advice as to any restrictions imposed by the Act on the Creditor respecting disposition of the Shares.

4. LEGENDING OF SHARES

4.1 The Creditor acknowledges that the Shares will be subject to resale restrictions contained in the Applicable Securities Laws (defined herein) applicable to the Company and the Creditor (and any beneficial purchaser for which the Creditor is contracting hereunder). Creditors with a Canadian or international address will receive a certificate bearing the following legend imprinted thereon:

“Unless permitted under securities legislation, the holder of this security must not trade the security before [four months plus one day from the Closing Date]”; and

5. PRIVACY LEGISLATION

5.1 The Creditor acknowledges and consents to the fact that the Company is collecting the Creditor’s (and any beneficial purchaser for which the Creditor is contracting hereunder) personal information (as that term is defined under applicable privacy legislation, including, without limitation, the *Personal Information Protection and Electronic Documents Act* (Canada) and any other applicable similar replacement or supplemental provincial or federal legislation or laws in effect from time to time) for the purpose of completing the Creditor’s shares pursuant to the Debt. The Creditor acknowledges and consents to the Company retaining the personal information for so long as permitted or required by applicable law or business practices. The Creditor further acknowledges and consents to the fact that the Creditor may be required by Applicable Securities Laws, stock exchange rules and/or Investment Dealers Association of Canada rules to provide regulatory authorities any personal information provided by the Creditor respecting itself (and any beneficial purchaser for which the Creditor is contracting hereunder). The Creditor represents and warrants that it has the authority to provide the consents and acknowledgements set out in this paragraph on behalf of all beneficial purchasers for which the Creditor is contracting. In addition to the foregoing, the Creditor agrees and acknowledges that the Company may use and disclose the Creditor’s personal information, or that of each beneficial purchaser for whom the Creditor are contracting hereunder, as follows:

- (a) for internal use with respect to managing the relationships between and contractual obligations of the Company and the Creditor or any beneficial purchaser for whom the Creditor is contracting hereunder;
- (b) for use and disclosure to the Company's transfer agent and registrar;
- (c) for use and disclosure for income tax related purposes, including without limitation, where required by law, disclosure to Canada Revenue Agency;
- (d) disclosure to securities regulatory authorities (including the Canadian Securities Exchange) (the "CSE") and other regulatory bodies with jurisdiction with respect to reports of trade and similar regulatory filings;
- (e) disclosure to a governmental or other authority (including the CSE) to which the disclosure is required by court order or subpoena compelling such disclosure and where there is no reasonable alternative to such disclosure;
- (f) disclosure to professional advisers of the Company in connection with the performance of their professional services;
- (g) disclosure to any person where such disclosure is necessary for legitimate business reasons and is made with the Subscriber's prior written consent;
- (h) disclosure to a court determining the rights of the parties under this Debt Settlement Agreement; or
- (i) for use and disclosure as otherwise required or permitted by law.

5.2 The Creditor further acknowledges and agrees that the CSE collects personal information in forms submitted by the Company, which will include personal information regarding the Creditor

5.3 The Creditor further acknowledges that the Ontario Securities Commission collects personal information in forms submitted to it by the Company, including information about the Creditor, the Creditor's address and contact information, and the Creditor's share issuance pursuant to the Debt. The Creditor acknowledges that the Ontario Securities Commission is entitled to collect the information under authority granted to it under Applicable Securities Laws (defined below) for the purpose of administration and enforcement of the Applicable Securities Laws in Ontario. The Creditor acknowledges that it may obtain information regarding the collection of this information by contacting the Administrative Assistant to the Director of Corporate Finance, Ontario Securities Commission, Suite 1903, Box 5520, Queen Street West, Toronto, Ontario M5H 3S8, Telephone: (416) 593-3682, Facsimile: (416) 593-8252. The Creditor consents to the collection of personal information by the Ontario Securities Commission.

Applicable Securities Laws" means the securities legislation having application and the rules, policies, notices and orders issued by applicable securities regulatory authorities, including the CSE.

6. GENERAL PROVISIONS

6.1 Time shall be of the essence of this Debt Settlement Agreement.

6.2 The Company and the Creditor shall execute such further assurances and other documents and instruments and shall do such further and other things as may be necessary to implement and carry out the intent of this Debt Settlement Agreement.

6.3 The provisions herein contained constitute the entire agreement between the parties and supersede all previous understandings, communications, representations and agreements, whether written or verbal, between the parties with respect to the subject matter of this Debt Settlement Agreement.

6.4 This Debt Settlement Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.

6.5 This Debt Settlement Agreement shall enure to the benefit of and be binding upon each of the parties and their respective heirs, executors, administrators, successors and assigns, as the case may be.

6.6 This Debt Settlement Agreement may be signed in as many counterparts as may be necessary, each of which so signed shall constitute one and the same document.

IN WITNESS WHEREOF the parties hereto have executed this Debt Settlement Agreement on the day and year first above written.

WITNESS:)	PATRICIA RAINWATER
)	
)	
)	<i>/s/ Patricia Rainwater</i>
_____)	_____
Witness Signature)	
_____)	
Address)	
_____)	
)	
_____)	
Occupation)	

LIGHTNING VENTURES INC.

Per: /s/ Donald Rainwater
Authorized Signatory

SCHEDULE "A"

**Issuance of Shares to Settle Debt with Lightning Ventures Inc.
pursuant to Debt Settlement Agreement between
Patricia Rainwater & Lightning Ventures Inc.
dated for reference the 22nd of January, 2018**

AMOUNT OF DEBT (CDN.\$)	DEEMED PRICE OF SHARES	NUMBER OF SHARES TO BE ISSUED	REASON DEBT INCURRED
34,670	\$0.05	693,400	Debt assigned – Donald Rainwater consulting fees from August 2017 – January 2018 (\$15,000) Debt assigned – Rainwater Investments loans for company operating expenses (\$19,670)