

SHARE EXCHANGE AGREEMENT

THIS AGREEMENT is dated as of the 21st day of November, 2018 (the “**Effective Date**”).

AMONG:

SELECT STRAIN GENETICS INC., a corporation having an address at 700-1199,
West Hastings Street, Vancouver, British Columbia V6E 3T5

(the “**Company**”)

AND:

**THOSE SHAREHOLDERS OF THE COMPANY SET FORTH IN SCHEDULE “A”
TO THIS AGREEMENT**

(collectively, the “**Vendors**”)

AND:

ABATTIS BIOCEUTICALS CORP., a corporation having an address at Suite
1200, 625 Howe Street, Vancouver, British Columbia V6C 2T6

(the “**Purchaser**”)

WHEREAS:

A. The Vendors are the registered and beneficial owners of one-hundred percent (100%) of the right, title, and interest in and to the Vendors’ Shares (as hereafter defined) which in the aggregate represent all of the issued and outstanding Company Shares (as hereafter defined); and

B. The Vendors have agreed to sell to the Purchaser, and the Purchaser has agreed to purchase from the Vendors, one-hundred percent (100%) of the right, title, and interest in and to all of the Vendors’ Shares pursuant to the terms and conditions of this Agreement;

THEREFORE this Agreement witnesses that in consideration of the premises and mutual covenants contained herein, payment by each party hereto to the others of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each party hereto, the parties agree as follows:

1. Definitions and Interpretation

1.1 In this Agreement and in the Schedules and the recitals hereto, unless the context otherwise requires, the following expressions will have the following meanings:

- (a) “**Adverse Interests**” means any lien, charge, mortgage, hypothec, pledge, assignment, option, lease, sublease, right to possession, or other security interest, encumbrance or adverse right, restriction or interest of any nature or kind.

- (b) **“Applicable Law”** means:
- (i) any domestic or foreign statute, law (including common and civil law), code, ordinance, rule, regulation, restriction or bylaw; or
 - (ii) any judgment, order, ruling, decision, writ, decree, injunction or award, of any governmental entity, statutory body or self-regulatory authority (including a stock exchange), to the extent that the same is legally binding on the person referred to in the context in which the term is used.
- (c) **“Affiliate”** has the meaning set forth in the Securities Act (British Columbia), RSBC 1996, c. 418.
- (d) **“Books and Records”** means all files, ledgers, correspondence, lists, manuals, reports, texts, notes, memoranda, invoices, receipts, accounts, accounting records, financial statements, financial working papers, computer discs, source codes, tapes or other means of electronic storage, and all other records or documents of any nature or kind whatsoever belonging to the Vendors and/or the Company and relating to the business and assets of the Company.
- (e) **“Closing”** means the completion of the purchase and sale of all of the Vendors’ Shares and other transactions contemplated in this Agreement in accordance with the terms and conditions of this Agreement.
- (f) **“Closing Date”** means the date on which the Closing occurs.
- (g) **“Company”** means Select Strain Genetics Inc.
- (h) **“Company Shares”** means the common shares in the capital of the Company.
- (i) **“Consideration Shares”** means 41,666,667 Purchaser Shares issued as consideration for the Vendors’ Shares pursuant to the terms of this Agreement at a deemed price of \$0.12 per Purchaser Share.
- (j) **“Contract”** means any contract, agreement, option, lease, license, commitment or other instrument of any kind, whether written or oral, to which a Person is a party on the Closing Date;
- (k) **“Disclosure Statement”** means the disclosure statement of the Company to be signed and dated by the Company and each Vendor and delivered to the Purchaser: (a) on the Effective Date; and (b) at the Closing, as updated to the time of Closing;
- (l) **“Employee”** means, with respect to any Person, any current, former, or retired employee, officer or director of such Person;
- (m) **“Employee Contract”** refers to any employment, severance, consulting or similar Contract between an Employee and any Person;
- (n) **“Employee Plan”** refers to any plan, program, policy, practice, Contract or other arrangement providing for bonuses, severance, termination pay, performance awards, stock or stock related awards, fringe benefits or other benefits of any kind,

whether formal or informal, funded or unfunded, and whether or not legally binding, pursuant to which a Person has, or may have, any material Liability, contingent or otherwise;

- (o) **“Exchange”** means the Canadian Securities Exchange.
- (p) **“Exchange Approval”** means the Exchange’s final acceptance of this Agreement and final approval of the transactions contemplated herein.
- (q) **“Intellectual Property”** means all intellectual property and industrial property rights and assets, and all rights, interests and protections that are associated with, similar to, or required for the exercise of, any of the foregoing, however arising, pursuant to the applicable laws of any jurisdiction throughout the world, whether registered or unregistered, including any and all: (a) trademarks, service marks, trade names, brand names, logos, slogans, trade dress, design rights and other similar designations of source, sponsorship, association or origin, together with the goodwill connected with the use of, and symbolized by, and all registrations, applications and renewals for, any of the foregoing, (b) internet domain names, whether or not trademarks, web addresses, web pages, websites and related content, URLs and accounts with Twitter, Facebook and other social media companies, and the content found thereon and related thereto, (c) works of authorship, expressions, designs and design registrations, whether or not copyrightable, including copyrights, author, performer, moral and neighboring rights, and all registrations, applications for registration and renewals of such copyrights, (d) inventions, discoveries, trade secrets, business and technical information and know-how, databases, data collections and other confidential and proprietary information and all rights therein, including any information with respect to any marijuana strains or cannabis products, (e) patents (including all reissues, divisionals, provisionals, continuations and continuations-in-part, reexaminations, renewals, substitutions and extensions thereof), patent applications, and other patent rights and any other indicia of invention ownership (including inventor’s certificates, petty patents and patent utility models) issued by any governmental authority, (f) semiconductor chips and mask works, (g) all licenses for intellectual property granted to third parties, (h) all future income and proceeds from any intellectual property and from the licenses listed in (g) above, and (i) all rights to damages, royalties and profits by reason of the past, present or future infringement or other misuse of any intellectual property;
- (r) **“Intellectual Property Rights”** means all rights arising with respect to any Intellectual Property;
- (s) **“Legal Proceeding”** means any action, suit, claim, litigation, complaint, grievance, application, arbitration, inquiry, investigation, hearing or other civil, criminal, regulatory, or administrative proceeding or other similar proceeding, at law or in equity, before or by any court, agency, commission, tribunal, panel or other judicial, governmental or administrative body or authority and includes any appeal or review thereof and any application or leave for appeal or review.
- (t) **“Material Adverse Effect”** means an effect, change, event, occurrence, fact or circumstance that, individually or in the aggregate with another such effect, change, event, occurrence, fact or circumstance, is or would be reasonably expected to be material and adverse to the business, affairs, operations, property,

assets, liabilities, financial condition, financial results, capital or prospects (financial or otherwise) of the Company or which could or could be reasonably expected to prevent, materially delay or materially impair the ability of the respective parties to complete the transactions contemplated by this Agreement and to otherwise consummate the transactions contemplated in this Agreement, except any such effect resulting from or arising in connection with:

- (i) any adoption, implementation, proposal or change in Applicable Law or any interpretation thereof by any governmental entity;
- (ii) any change in global, national or regional political conditions (including the outbreak of war or acts of terrorism) or in national or global financial or capital markets or in general economic, business, political, regulatory or market conditions;
- (iii) any natural disaster;
- (iv) the announcement of this Agreement or any transactions contemplated herein, or otherwise contemplated by or arising as a result of the terms of this Agreement;

provided, however, that with respect to clauses (ii) and (iii), such matter does not have a materially disproportionate effect on the Company, taken as a whole, relative to other comparable companies and entities operating in the industries in which the Company operates.

- (u) **"Person"** includes an individual, sole proprietor, corporation, body corporate, partnership, joint venture, association, trust, unincorporated organization or any other entity, or any trustee, executor, administrator or other legal representative thereof.
- (v) **"Purchaser"** means Abattis Bioceuticals Corp.
- (w) **"Purchaser Shares"** means the common shares in the capital of the Purchaser, as constituted as of the date of issuance.
- (x) **"Survival Period"** has the meaning set out in section 4.4 hereof.
- (y) **"Vendors"** means, collectively, those shareholders of the Company as are set forth in Schedule "A" hereto.
- (z) **"Vendors' Shares"** means the 2,500,000 Company Shares held by the Vendors, and in such amounts as are set forth in Schedule "A" hereto.

1.2 In this Agreement, unless something in the subject matter or context is inconsistent therewith:

- (a) the division of this Agreement into articles, sections and other subdivisions and the use of headings are for convenience only and are not intended to define, interpret or limit the scope, extent or intent of this Agreement;

- (b) all references in this Agreement to “articles”, “sections” and other subdivisions or Schedules are to the designated articles, sections or other subdivisions or Schedules of this Agreement;
- (c) the words “hereof”, “hereto”, “herein”, “hereby”, “herewith” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular article, section or other subdivision;
- (d) the word “or” is not exclusive and the word “including” is not limiting (whether or not non-limiting language is used with reference thereto);
- (e) the words “written” or “in writing” include printing, typewriting or any electronic means of communication capable of being visibly reproduced at the point of reception including telex, telegraph, telecopy, facsimile or e-mail;
- (f) a “day” shall refer to a calendar day, and references to a “business day” shall refer to days on which banks are ordinarily open for business in Vancouver, British Columbia, other than a Saturday or a Sunday; in calculating all time periods the first day of a period is not included and the last day is included, and if a date is or a time period ends on a day which is not a business day, such date will be extended and the time period will be deemed to expire on the next business day;
- (g) all references to “\$” or “dollars” are references to the lawful currency of Canada;
- (h) any reference to a statute is a reference to the applicable statute and to any regulations made pursuant thereto and includes all amendments made thereto and in force from time to time and any statute or regulation that has the effect of supplementing or superseding such statute or regulation;
- (i) words importing individuals include bodies corporate and other artificial entities, and vice versa; words importing gender include the other gender; words importing one form of body corporate or artificial entity include all other forms of bodies corporate or artificial entities; and words importing the singular includes the plural, and vice versa; and
- (j) the rule of construction to the effect that any ambiguity is to be resolved against the drafting party shall not be applicable in the construction or interpretation of any of the terms and conditions of this Agreement.

2. Purchase and Sale

2.1 Subject to the terms and conditions of this Agreement, at the Closing, each Vendor shall sell, assign, and transfer to the Purchaser, and the Purchaser shall purchase from each Vendor, one-hundred percent (100%) right, title, and interest in and to their respective Vendors’ Shares (which in the aggregate represent all of the issued and outstanding Company Shares), free and clear of all Adverse Interests.

2.2 In consideration for the Vendors’ Shares, the Purchaser shall issue to the Vendors the Consideration Shares at the Closing, duly registered in accordance with, and in such amounts as set forth in, Schedule “A” hereto.

2.3 The parties hereby acknowledge and declare their common intention that the transfer of the Vendors’ Shares contemplated herein shall take place on a fully-deferred basis for the

purposes of the *Income Tax Act* (Canada), pursuant to the provisions of section 85.1 of the *Income Tax Act* (Canada).

3. Additional Covenants

3.1 Each of the parties hereto shall, in good faith, use all commercially reasonable efforts to:

- (a) conduct their business and affairs in a manner such that its respective representations and warranties made by it herein remain true prior to Closing, and to promptly notify the other parties should any representation and warranty made by it herein cease to be true;
- (b) perform and observe the covenants made by it herein;
- (c) fully co-operate with and assist the Purchaser in obtaining the Exchange Approval; and
- (d) perform and observe matters required to satisfy any other conditions precedent to the completion of the transactions contemplated by this Agreement.

3.2 The Company and the Vendors, as required, shall deliver to the Purchaser, in a timely manner and in form and content satisfactory to the Exchange and the Purchaser, as required, the following information and documents (including for greater certainty any amended or supplementary documents in response to a request for amendments or additional disclosures):

- (a) records of the Company as are requested by the Exchange; and
- (b) all other information and documents requested by the Exchange.

3.3 The Company and the Vendors, as required, shall give to the Purchaser and the Purchaser's counsel, accountants and other representatives, full access, during normal business hours throughout the period prior to the Closing Date, to all Books and Records and shall furnish to the Purchaser during that period all such information as the Purchaser may reasonably request.

4. Representations and Warranties

4.1 Each of the Vendors jointly and severally represents and warrants to the Purchaser, and acknowledges that the Purchaser is relying on such representations and warranties, that as of the date of this Agreement and the Closing:

- (a) if it is not an individual, it is duly formed, validly existing and in good standing under the laws of its jurisdiction of formation, or if it is an individual, it is of full age of majority;
- (b) it has the legal power and capacity and has taken all necessary action and has obtained all necessary approvals to enter into and execute this Agreement and to carry out its obligations hereunder;
- (c) it has duly executed this Agreement and this Agreement constitutes a legal, valid and binding obligation of it enforceable against it in accordance with the Agreement's terms;

- (d) neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated herein by the Vendors will constitute or result in a breach of or default under, or create a state of facts which after notice or lapse of time or both will constitute or result in a breach of or default under, or will otherwise conflict with (i) if it is not an individual, its constituting documents or any resolutions of its directors, shareholders or other stakeholders, (ii) any indenture, agreement or instrument to which it is a party or by which it is bound, or (iii) any Applicable Laws or orders, rulings or other judgments or decisions of a court or regulatory authority having jurisdiction over it;
- (e) it is the registered holder and beneficial owner of one-hundred percent (100%) right, title, and interest in and to its respective Vendors' Shares as indicated in Schedule "A" hereto; it has good and marketable title to such Vendors' Shares free and clear of all Adverse Interests; its Vendors' Shares are validly issued and outstanding as fully paid and non-assessable securities in the capital of the Company; it holds no other shares in the capital of the Company other than such Vendors' Shares; and it holds no right, privilege, option, warrant, or agreement to purchase or otherwise acquire, directly or indirectly, any other shares in the capital of the Company;
- (f) no person has any right, privilege, option, warrant, or agreement, contingent or otherwise, or any of the foregoing capable of become any right, privilege, option, warrant, or agreement, to purchase or otherwise acquire, directly or indirectly, any of its respective Vendors' Shares or any interest or entitlement therein (other than as provided by this Agreement);
- (g) it is not a party to any unanimous shareholders agreement, escrow agreement, pooling agreement, voting trust or similar arrangements or obligations in respect of its respective Vendors' Shares or any other securities of the Company; and
- (h) none of the Vendors has any information or knowledge of any facts relating to the Company which if known to the Purchaser would or might reasonably be expected to deter the Purchaser from completing the transactions contemplated herein and hereby, and none of the foregoing representations and warranties and no documents furnished by or on behalf of the Vendors to the Purchaser in connection herewith or hereunder, contains any untrue statement of material fact or omits to state any material fact that the party knew or ought to have known is necessary to make any such representation or warranty not misleading to a prospective purchaser of the Vendors' Shares seeking full information as to the Vendors' Shares, the Company and its business and affairs.

4.2 Each of the Company and the Vendors represents and warrants, jointly and severally, to the Purchaser and acknowledges that the Purchaser is relying on such representations and warranties, that as of the date of this Agreement and the Closing:

- (a) the Company is duly formed, validly existing, and in good standing under the laws of British Columbia;
- (b) the Company has the corporate power and capacity and has taken all necessary corporate action and has obtained all necessary approvals to own and lease its property and assets, to conduct its business as presently conducted, and to enter into and execute this Agreement, and to carry out its obligations hereunder;

- (c) the Company has duly executed this Agreement and this Agreement constitutes a legal, valid and binding obligation of it enforceable against it in accordance with the Agreement's terms except that (i) enforceability may be limited by bankruptcy, insolvency or other laws affecting creditors' rights generally; (ii) equitable remedies, including the remedies of specific performance and injunctive relief, are available only in the discretion of the applicable court; (iii) rights of indemnity and contribution hereunder may be limited under Applicable Law; and (iv) a court may stay proceedings before them by virtue of equitable or statutory powers;
- (d) provided the conditions to Closing, as set out in section 5.3 hereof, are satisfied, neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated herein will constitute or result in a breach of or default under, or create a state of facts which after notice or lapse of time or both will constitute or result in a breach of or default under, or will otherwise conflict with (i) any of the Company's constituting documents or any resolutions of its directors, shareholders or other stakeholders, (ii) any indenture, agreement or instrument to which the Company is a party or by which it is bound (or otherwise cause a forfeiture of rights or accelerate any performance required thereby), or (iii) to the knowledge of the Vendors, any Applicable Laws or orders, rulings or other judgments or decisions of a court or regulatory authority having jurisdiction over the Company;
- (e) the Company's authorized capital consists of an unlimited number of Company Shares, of which 2,500,000 Company Shares are validly issued and outstanding, all of which are either held by the Vendors and all in proportions set out in Schedule "A" hereto;
- (f) except as contemplated by this Agreement, as of the Closing Date, no person shall have any right, privilege, option, warrant or agreement, contingent or otherwise, or any of the foregoing capable of become any right, privilege, option, warrant or agreement, to purchase or otherwise acquire, directly or indirectly, any Company Shares or any other shares in the capital of the Company from the treasury of the Company;
- (g) it is not a party to any unanimous shareholders agreement, escrow agreement, pooling agreement, voting trust or similar arrangements or obligations in respect of the Company Shares or any other securities of the Company;
- (h) the Company's aggregate liabilities do not exceed \$1,000, as of the Closing Date, and the Company will not, prior to Closing, incur any expenses, debts, liabilities or obligations whether absolute, accrued, contingent or otherwise, without the prior written approval of the Purchaser;
- (i) the Company possesses, and has good and marketable title to, all real property and leaseholds or other such interests necessary for the continued operation of the Company's business as presently conducted and as represented to the Purchaser. All such property is reasonably fit for the purposes for which such property is presently used. All material real property and leaseholds are owned or leased by the Company free and clear of all liens. The Company has delivered or made available to the Purchaser copies of the deeds and other instruments (as recorded) by which the Company acquired such real property and interests, and

copies of all title insurance policies, opinions, abstracts and surveys in the possession of the Company relating to such property and interests.

- (j) the Company has no interest in the securities of any other entity;
- (k) the Company has not guaranteed or is not otherwise liable for the indemnification, assumption, endorsement or like commitment with respect to the debts, liabilities or obligations (contingent or otherwise) of any other person;
- (l) to the knowledge of the Vendors, the operations of the Company have been conducted in all material respects in compliance with all applicable laws of each jurisdiction in which the Company owns or leases property or assets or carries on business, in accordance with industry standards and otherwise in a good and workmanlike manner, and the Company has not received any notice of and knows of no state of facts which would constitute or result in any such violation of any such laws;
- (m) the Company has obtained and is in possession of all material registrations, licenses, permits, authorizations, approvals, consents and other qualifications which are required under applicable laws to own or lease its property and assets and to carry on its business;
- (n) the financial records of the Company are complete and accurate in all material respects and present fairly the financial condition, financial performance and cash flows of the Company as at the date and for the periods indicated therein;
- (o) there are no actual, pending, contingent or threatened Legal Proceedings which, individually or in the aggregate, may result in or could reasonably be expected to have a Material Adverse Effect on the business, affairs, operations, property, assets, liabilities, financial condition, financial results, capital or prospects (financial or otherwise) of the Company;
- (p) the Company is not subject to any cease trade or other order of any applicable securities regulatory authority or stock exchange and, to the knowledge of the Vendors, no Legal Proceedings involving the Company which may operate to prevent or restrict trading of any securities of the Company or otherwise prevent or restrict the completion of the transactions contemplated herein are currently in progress, pending, contingent or threatened before any applicable securities regulatory authority or stock exchange;
- (q) the Company has not entered into any agreement or arrangement, written or oral, that would entitle any person to any claim against the Company for a brokerage or finder fee, commission or other compensation, or any like payment, in respect of this Agreement and the transactions contemplated herein;
- (r) The Disclosure Statement sets forth all Intellectual Property created or owned by the Company and each Affiliate thereof. To the extent the Disclosure Statement identifies any Intellectual Property, the Disclosure Statement identifies for each such item its registration number, serial number or other identification, the applicable jurisdiction and the date of issuance or registration of each such item;
- (s) The registrations and applications listed in the Disclosure Statement are: (A) in the case of registrations, in effect, subsisting, valid and enforceable, and neither the

Company nor any Affiliate thereof nor any Vendor has received notice of any proceeding challenging the extent, validity, enforceability or ownership of such item, in whole or in part, and (B) in the case of applications, pending, and neither the Company nor any Affiliate thereof nor any Vendor has received notice of any proceeding seeking to oppose or have any such registration or application cancelled, reexamined or found invalid, in whole or in part;

- (t) Except as set forth in the Disclosure Statement, each item of Intellectual Property registered to or held by the Company or an Affiliate thereof is either: (A) owned solely by the Company or such Affiliate free and clear of any Encumbrances; or (B) rightfully used and authorized for use by the Company or such Affiliate pursuant to a valid and enforceable written license. Except as noted in the Disclosure Statement, the Company and each Affiliate thereof holds all of the Intellectual Property necessary to carry on its respective business, as presently constituted, following the Closing, consistent with the manner in which it was conducted prior to the Closing.
- (u) Except as described in the Disclosure Statement, neither the Company nor any Affiliate thereof nor any of the Vendors is obligated to provide any consideration (whether financial or otherwise) to any third party, nor is any third party otherwise entitled to any consideration, with respect to any exercise of its applicable Intellectual Property Rights (other than with respect to maintenance costs associated with Intellectual Property and license fees and other payments pursuant to licensed Intellectual Property)
- (v) To the best knowledge of the Company and the Vendors, no Person is infringing or otherwise violating Intellectual Property Rights owned by the Company or any Affiliate thereof, and, except for the matters disclosed in the Disclosure Statement, neither the Company nor any Affiliate thereof has infringed, diluted, misappropriated or otherwise violated the Intellectual Property Rights of any other Person
- (w) Except as described in the Disclosure Statement, neither the Company nor any Affiliate thereof nor any Vendor: (A) has any pending, unresolved notice of any proceeding alleging that the Company or any Affiliate thereof is infringing upon, diluting, misappropriating or otherwise violating the Intellectual Property Rights of any Person, (B) has any pending, unresolved notice or Proceeding against any other Person alleging that such Person is infringing Intellectual Property Rights, or (C) is a party to any other Proceeding with respect to any Intellectual Property Rights.
- (x) The Company has used its commercially reasonable efforts to protect, in all material respects: (A) the confidentiality of material confidential information of the Company and each Affiliate thereof, (ii) personally identifiable information provided by the Company customers and website users from unauthorized disclosure or use, and (iii) the integrity and security of its information technology systems, and neither the Company nor any Affiliate thereof, nor any Vendor, has, as of the Effective Date, any proceeding pending against it, or threat of such proceeding, alleging any breach, violation, misuse or unauthorized disclosure of any of the foregoing

- (y) The Company has obtained from its employees, agents and contractors engaged in the development of Intellectual Property Rights owned or purported to be owned by the Company or any Affiliate thereof, assignments of Intellectual Property Rights sufficient to vest in the Company or an Affiliate thereof all Intellectual Property Rights of such employees, agents or contractors in such Intellectual Property Rights. None of the Intellectual Property Rights owned or purported to be owned by the Company or any Affiliate thereof were developed: (A) using any open source software in a manner that would cause such Intellectual Property Rights to be dedicated to the public, or (B) using any funding from or the facilities of a governmental authority, or college, university or other higher education institution;
- (z) The consummation of the transactions contemplated herein will not alter, impair or otherwise adversely affect any rights or obligations of the Company or any Affiliate thereof in any Intellectual Property Rights as at the Closing Date, and, from and after the consummation of such transactions, Abattis will be able to maintain all of the Company's rights thereto as they existed at the Closing Date without modification or impairment.
- (aa) No third-party licensed Intellectual Property is subject to revocation or termination upon a change of control of the Company or any Affiliate thereof.
- (bb) The Disclosure Statement includes a list of each Employee of the Company, which includes: (i) the name of each Employee (except as prohibited under Applicable Laws); (ii) each Employee's current position and any prior positions held with the Company and any predecessor thereof; (iii) the date of each Employee's initial commencement of employment with the Company or any predecessor thereof; (iv) each Employee's current salary; and (v) each Employee's term of employment.
- (cc) The Company has made available to the Purchaser:
 - (i) correct and complete copies of all documents embodying each Employee Plan and each Employee Contract with respect to the Company, including all amendments thereto, and copies of all documents used in connection therewith, a list of which is included in the Disclosure Statement;
 - (ii) the most recent annual actuarial valuations, if any, prepared for each Employee Plan of the Company;
 - (iii) if any Employee Plan of the Company is funded, the most recent annual and periodic accounting of such Employee Plan's assets; and
 - (iv) all communications material to any Employee of the Company relating to any Employee Plan and any proposed Employee Plan, in each case, relating to any amendments, terminations, establishments, increases or decreases in benefits, acceleration of payments or vesting schedules or other events which would result in any material liability to the Company.
- (dd) The Company has performed, in all material respects, all obligations required to be performed by it under, is not in default or violation of, and has no knowledge of any default or violation by another party to any Employee Plan, and all Employee Plans have been established and maintained in all material respects in accordance with their respective terms and in substantial compliance with all Applicable Laws.

There are no actions, suits or claims pending, or, to the best knowledge of the Company, threatened or anticipated (other than routine claims for benefits), against any Employee Plan or against the assets of any Employee Plan. The Employee Plans can be amended, terminated or otherwise discontinued after the Closing in accordance with their terms, without liability to the Company, the Purchaser or any Affiliate thereof (other than ordinary administration expenses typically incurred in a termination event). There are no audits, inquiries or proceedings pending or, to the best knowledge of the Company, threatened, by any governmental body in respect of any Employee Plans or proposed Employee Plans.

- (ee) The execution of this Agreement and the consummation of the transactions contemplated hereby will not (either alone or upon the occurrence of any additional or subsequent events) constitute an event under an Employee Plan, Employee Contract, trust or loan that will or may result in any payment (whether of severance pay or otherwise), acceleration, forgiveness of indebtedness, vesting, distribution, increase in benefits or obligation to fund benefits with respect to any Employee of the Company.
- (ff) The Company:
 - (i) is in compliance in all material respects with all Applicable Laws respecting employment, employment practices, terms and conditions of employment and wages and hours with respect to all of its Employees;
 - (ii) has withheld all amounts required by law or by agreement to be withheld by it from the wages or salaries of, and other payments to, Employees;
 - (iii) is not liable for any arrears of wages, taxes or any penalty for failure to comply with any of the foregoing;
 - (iv) is not liable for any payment to any trust or other fund or to any Governmental Body with respect to unemployment compensation benefits, social security or other benefits for its Employees (other than routine payments to be made in the normal course of business and consistent with past practice);
 - (v) has provided its Employees with all wages, benefits, stock options, bonuses, incentives and all other compensation that are, or have become, due and payable through to the Closing; and
 - (vi) represents that in the last three (3) years, no citation has been issued by any federal, state or provincial occupational safety and health board or agency against it, and no notice of contest, claim, complaint, charge, investigation or other administrative enforcement proceeding involving it has been filed or is pending or, to its best knowledge, threatened, against it under any Applicable Law relating to occupational safety and health.
- (gg) No work stoppage, labour strike or other "concerted action" involving Employees of, or against, the Company is pending or, to the best knowledge of the Company, threatened. The Company is not involved in, and, to the best knowledge of the Company, the Company is not threatened with, any labour dispute, grievance, or

litigation relating to labour, safety or discrimination matters involving any Employee of the Company, including, without limitation, charges of unfair labour practices or discrimination complaints, which, if adversely determined, would, individually or in the aggregate, adversely affect the Company or its business. The Company is not presently, nor has been in the past, a party to, or bound by, any collective bargaining agreement or union contract with respect to any Employees, and no collective bargaining agreement is being negotiated. There are no activities or proceedings of a labour union to organize any of the Employees of the Company.

- (hh) Except for claims by Employees under any applicable workers' compensation or similar legislation which, if adversely determined, would not, either individually or in the aggregate, adversely affect the Company or its business, there are no complaints, claims or charges pending or outstanding or, to the best knowledge of the Company, anticipated, and there are no orders, decisions, directions or convictions currently registered or outstanding by any tribunal or agency against, or in respect of, the Company, under or in respect of any employment legislation. The Disclosure Statement lists all Employees in respect of whom the Company has been advised by any workers compensation or similar authority that such Employees are in receipt of benefits under workers' compensation or similar legislation. There are no appeals pending before any workers compensation or similar authority involving the Company, and all levies, assessments and penalties made against the Company pursuant to workers' compensation or similar legislation have been paid. The Company is not aware of any audit currently being performed by any workers compensation or similar authority with respect to the Company, and all payments required to be made in respect of termination or severance pay under any employment standards or similar legislation in respect of any Employee have been made by the Company.
- (ii) the Company does not have any information or knowledge of any facts relating to the Company which if known to the Purchaser would or might reasonably be expected to deter the Purchaser from completing the transactions contemplated herein and hereby, and none of the foregoing representations and warranties and no documents furnished by or on behalf of the Company or the Vendors to the Purchaser in connection herewith or hereunder, contains any untrue statement of material fact or omits to state any material fact that the party knew or ought to have known is necessary to make any such representation or warranty not misleading to a prospective purchaser of the Company Shares seeking full information as to the Company Shares, the Company and its business and affairs.

4.3 The Purchaser represents and warrants to the Vendors and acknowledges that the Vendors are relying on such representations and warranties, that as of the date of this Agreement and the Closing:

- (a) the Purchaser is duly formed, validly existing and in good standing under the laws of the Province of British Columbia and is not in default of any requirements of the Exchange;
- (b) the Purchaser has the corporate power and capacity and has taken all necessary corporate action and has obtained all necessary approvals to own and lease its property and assets, to conduct its business as presently conducted, and to enter into and execute this Agreement and to carry out its obligations hereunder (other than Exchange Approval);

- (c) the Purchaser has duly executed this Agreement and this Agreement constitutes a legal, valid and binding obligation of it enforceable against it in accordance with the Agreement's terms except that (i) enforceability may be limited by bankruptcy, insolvency or other laws affecting creditors' rights generally; (ii) equitable remedies, including the remedies of specific performance and injunctive relief, are available only in the discretion of the applicable court; (iii) rights of indemnity and contribution hereunder may be limited under Applicable Law; and (iv) a court may stay proceedings before them by virtue of equitable or statutory powers;
- (d) neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated herein will constitute or result in a breach of or default under, or create a state of facts which after notice or lapse of time or both will constitute or result in a breach of or default under, or will otherwise conflict with (i) the Purchaser's constituting documents or any resolutions of its directors, shareholders or other stakeholders, (ii) any indenture, agreement or instrument to which the Purchaser is a party or by which it is bound (or otherwise cause a forfeiture of rights or accelerate any performance required thereby), or (iii) any Applicable Laws or orders, rulings or other judgments or decisions of a court or regulatory authority having jurisdiction over the Purchaser; and
- (e) the Purchaser is, and has been for at least four months from the date of this Agreement, a reporting issuer in the Provinces of British Columbia, Alberta, and Ontario, and the Purchaser Shares are listed for trading on the Exchange.

4.4 The representations and warranties set out herein shall survive the Closing and, notwithstanding any investigation made by or on behalf of a party hereto and the occurrence of the Closing, shall continue in full force and effect for a period of two (2) years following the date hereof (the "**Survival Period**").

5. Conditions of Closing

5.1 The Vendors shall not be obligated to complete the sale of the Vendors' Shares pursuant to this Agreement and the other transactions contemplated herein, unless each of the conditions listed below is satisfied, it being understood that the said conditions are included for the exclusive benefit of the Vendors:

- (a) the representations and warranties of the Purchaser in this Agreement shall be true and correct in all material respects at the Closing;
- (b) the distribution of the Consideration Shares in this Agreement shall be exempt from the prospectus and registration requirements under applicable Canadian securities laws pursuant to section 2.16 of *NI 45-106 – Prospectus Exemptions*;
- (c) the covenants and conditions of the Purchaser to be performed and observed in this Agreement prior to or at Closing shall have been performed and observed in all material respects;
- (d) the receipt of the Exchange Approval and any other consents contemplated by this Agreement or otherwise necessary for this Agreement and the completion of the transactions contemplated herein, and all such approvals being in full force and effect;

- (e) since the Effective Date, there shall have been no event or change that has had or would be reasonably likely to have a Material Adverse Effect on the Purchaser; and
- (f) there shall have been no order made or any Legal Proceedings commenced or threatened for the purpose, or which could have the effect, of preventing or restraining the completion of the transactions contemplated by this Agreement.

5.2 If any condition in section 5.1 hereof has not been fulfilled or if any such condition is or becomes impossible to satisfy, other than as a result of the failure of the Vendors or the Company to comply with their obligations under this Agreement, then the Vendors may, without limiting any rights or remedies available to the Vendors at law or in equity, either:

- (a) terminate this Agreement by notice to the Purchaser; or
- (b) waive compliance with any such condition without prejudice to its right of termination in the event of the non-fulfillment of any other condition for its benefit.

5.3 The Purchaser shall not be obligated to complete the purchase of the Vendors' Shares pursuant to this Agreement and the other transactions contemplated herein, unless each of the conditions listed below is satisfied, it being understood that the said conditions are included for the exclusive benefit of the Purchaser:

- (a) the representations and warranties of the Vendors and the Company in this Agreement shall be true and correct in all material respects at the Closing;
- (b) the covenants and conditions of the Vendors and the Company to be performed and observed in this Agreement prior to or at Closing shall have been performed and observed in all material respects;
- (c) the Vendors and the Company having entered into and provided all information, forms, certificates, undertakings, agreements and other documents and instruments that may be required by the Exchange;
- (d) the receipt of the Exchange Approval and any consents contemplated by this Agreement or otherwise necessary for this Agreement and the completion of the transactions contemplated herein, in form and content and upon such conditions, if any, acceptable to the Purchaser, and all such approvals being in full force and effect;
- (e) there shall have been no event or change that has had or would be reasonably likely to have a Material Adverse Effect on the Company;
- (f) the Purchaser shall have completed a due diligence review of the Vendors, the Company and the business and financial status of the Company and all other materials in the possession and control of the Vendors and the Company which are germane to the decision of the Purchaser to proceed with the transactions contemplated hereunder and the results thereof shall be satisfactory to the Purchaser and its advisors, acting reasonably;
- (g) the Purchaser shall have obtained a valuation of the Company from an independent third party valuation firm acceptable to the Purchaser, acting reasonably, that values the Company at no less than \$5,000,000;

- (h) the Board of Directors of the Company shall have approved the transfer of the Company Shares contemplated in this Agreement; and
- (i) there shall have been no order made or any Legal Proceedings commenced or threatened for the purpose, or which could have the effect, of preventing or restraining the completion of the transactions contemplated by this Agreement.

5.4 If any condition in section 5.3 hereof has not been fulfilled or if any such condition is or becomes impossible to satisfy, other than as a result of the failure of the Purchaser to comply with its obligations under this Agreement, then the Purchaser may, without limiting any rights or remedies available to the Purchaser at law or in equity, either:

- (a) terminate this Agreement by notice to the Vendors and the Company; or
- (b) waive compliance with any such condition without prejudice to its right of termination in the event of the non-fulfillment of any other condition for its benefit.

6. Closing

6.1 The Closing shall take place at the offices of counsel to the Purchaser, at such time and date as the Purchaser may elect.

6.2 At Closing, the Vendors and the Company shall deliver or cause to be delivered to the Purchaser the following documents:

- (a) a copy of the resolutions of the Company authorizing this Agreement and the transactions contemplated herein and hereby;
- (b) the minute books of the Company and all corporate, financial, legal and technical files, records and data of the Company;
- (c) certificates representing the Vendors' Shares owned by the Vendors duly endorsed for transfer to the Purchaser;
- (d) a certificate representing the Vendors' Shares, duly registered in the name of the Purchaser; and
- (e) such other documents and instruments in connection with the Closing as may be reasonably requested by the Purchaser.

6.3 At Closing, the Purchaser shall deliver or cause to be delivered to the Vendors the following documents:

- (a) a copy of the resolutions of the Purchaser authorizing this Agreement and the transactions contemplated herein and hereby;
- (b) certificates representing the Consideration Shares, duly registered in accordance with Schedule "A" hereto; and
- (c) such other documents and instruments in connection with the Closing as may be reasonably requested by the Vendors.

7. Termination

7.1 This Agreement may be terminated by the mutual consent of the parties or in the following circumstances by written notice given by the terminating party to the other parties hereto:

- (a) by either the Vendors (acting unanimously) or the Purchaser if the Closing has not occurred on or before December 31, 2018 or such later date as may be mutually agreed by the Purchaser and the Vendors;
- (b) by the Vendors (acting unanimously) if the Purchaser is in default of any covenant on its part to be performed hereunder, the Vendors have given written notice to the Purchaser of such default, the Purchaser has not proceeded to cure such default within fourteen (14) days of such notice and thereafter proceeded in good faith to diligently cure such default to the Vendors' reasonable satisfaction provided that in any case such default shall be cured within thirty (30) days after such notice (or such longer period as may be reasonably required to cure the default given the nature or circumstances thereof); and
- (c) by the Purchaser if any of the Vendors or the Company is in default of any covenant on its part to be performed hereunder, the Purchaser has given written notice to the Vendors and the Company of such default, and the Vendor in default and/or the Company has not proceeded to cure such default within fourteen (14) days of such notice and thereafter proceeded in good faith to diligently cure such default to the Purchaser's reasonable satisfaction provided that in any case such default shall be cured within thirty (30) days after such notice (or such longer period as may be reasonably required to cure the default given the nature or circumstances thereof).

7.2 Upon termination of this Agreement, each party hereto shall be released from all obligations under this Agreement. Each party's right of termination is in addition to and not in derogation or limitation of any other rights, claims, causes of action or other remedy that such party may have under this Agreement or otherwise at law or in equity with respect to such termination and any misrepresentation, breach of covenant or indemnity contained herein.

8. Notices

8.1 Any notice, communication, instrument or document required or permitted to be given under this Agreement shall be in writing and may be given by personal delivery, pre-paid, certified or registered mail, or by telecommunication, facsimile, email or other similar form of communication (in each case with electronic confirmed receipt), addressed as follows:

- (a) If to the Company or the Vendors at:

Select Strain Genetics Inc.
700-1199 West Hastings
Vancouver, British Columbia
V6E 3T5

Attention: Scott Jarman
Email: *[Redacted]*

- (b) If to the Purchaser at:

Abattis Bioceuticals Corp.
Suite 1200, 625 Howe Street
Vancouver, British Columbia
V6C 2T6

Attention: Robert Abenante
Email: [Redacted]

and such shall be deemed to have been given (i) if effected by personal delivery, or telecommunication, facsimile or other similar form of communication (with electronic confirmed receipt), at the time of delivery or electronic confirmed receipt unless such occurs after the recipient's customary business hours in which case it shall be deemed to have been given on the next business day; and (ii) if effected by mail, on the fourth business day after mailing excluding all days on which postal service is disrupted.

8.2 A party may at any time in the above manner give notice to the other parties of any change of address and after the giving of such notice the address or addresses specified will be the address of such party for the purpose of giving notice hereunder.

9. Expenses

9.1 Each of the parties hereto shall bear all expenses incurred by such party in connection with the preparation and fulfillment of this Agreement, including but not limited to the fees and expenses of their legal counsel, accountants, financial and investment advisors, brokers and finders.

10. General

10.1 This Agreement (including the Schedules thereto) constitutes the entire agreement among the parties and replaces and supersedes all prior agreements, memoranda, correspondence, communications, negotiations and representations, whether oral or written, express or implied, statutory or otherwise among the parties with respect to the subject matter herein. There are no implied covenants contained in this Agreement other than those of good faith and fair dealing.

10.2 The parties shall from time to time prior to or after Closing execute and deliver any and all such instruments and other documents and perform any and all such acts and other things as may be necessary or desirable to carry out the intent of this Agreement.

10.3 Any amendments hereto or waivers in respect hereof shall only be effective if made in writing and executed by the parties thereto. No waiver shall constitute a waiver of any other provision or act as a continuing waiver unless such is expressly provided for.

10.4 Time is of the essence of this Agreement. Any failure to exercise any rights provided for hereunder shall not, in the absence of a waiver in accordance with the terms hereof, affect the subsequent enforcement of such right.

10.5 The invalidity or unenforceability of any provision hereof shall not affect or impair the validity or enforceability of the remainder of the Agreement or any other provision hereof. In the event that any provision hereof is invalid or unenforceable in a given jurisdiction, that shall not affect the validity or enforceability of the provision in any other jurisdiction. The courts shall have the power to modify this Agreement, in a manner consistent with the intent of the parties, in order to limit the application of any such offensive provision to the maximum extent permitted by law.

10.6 This Agreement and any rights herein or hereto shall not be assigned or otherwise transferred by any party hereto without the express written consent of the other parties hereto. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

10.7 This Agreement shall be exclusively governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein. For the purposes of all legal proceedings, this Agreement shall be deemed to have been made and performed in British Columbia, and the parties hereby irrevocably agree that the courts of the Province British Columbia shall have exclusive jurisdiction to entertain any action arising under this Agreement.

10.8 Each of the Vendors acknowledges and agrees that this Agreement has been prepared by legal counsel to the Purchaser, and that at no time has such counsel provided legal advice to the Vendors, or the Company, and each of the Vendors, and the Company, hereby acknowledge and declare that they have sought the requisite independent legal advice in connection with the entering into of this Agreement.

10.9 This Agreement may be executed and delivered in two or more counterparts and by facsimile and by electronic delivery. Each such counterpart, facsimile and electronically delivered copy shall be deemed to form one and the same and an originally executed instrument, bearing the date set forth on the face page hereof notwithstanding the date of execution or delivery.

[Signature page follows]

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

SELECT STRAIN GENETICS INC.

ABATTIS BIOCUETICALS CORP.

Per: /s/ Scott Jarman
Authorized Signatory

Per: /s/ Robert Abenante
Authorized Signatory

SCHEDULE "A"
LIST OF VENDORS

| Shareholder | Registration Address | Delivery Address | Number of Company Shares Held | Number of Consideration Shares to Be Received |
|--------------------|---|---|--------------------------------------|--|
| Jarman Capital | 700-1199 West Hastings. Vancouver, BC V6E 3T5 | 700-1199 West Hastings. Vancouver, BC V6E 3T5 | 2,500,000 | 41,666,667 |
| TOTAL | | | 2,500,000 | 41,666,667 |

SCHEDULE "B"
DISCLOSURE STATEMENT

[Intellectual property schedule has been redacted]