

*Execution Copy*

**SHARE EXCHANGE AGREEMENT**

**Among**

**BRIGADE RESOURCE CORP.**

**and**

**GREEN 2 BLUE ENERGY CORP.**

**and**

**THE UNDERSIGNED SHAREHOLDERS OF GREEN 2 BLUE ENERGY CORP.**

**Made as of January 16, 2017**

## SHARE EXCHANGE AGREEMENT

THIS AGREEMENT is made as of the 16th day of January, 2017,

AMONG:

**BRIGADE RESOURCE CORP.**, a corporation existing under the laws of the Province of British Columbia, having an address at 2502 – 1211 Melville Street, Vancouver, British Columbia, V6E 0A7

("Brigade")

AND:

**GREEN 2 BLUE ENERGY CORP.**, a corporation existing under the laws of the Province of British Columbia, having an address at 1518 – 800 West Pender Street, Vancouver, British Columbia, V6C 2V6

("G2BE")

AND:

**THE UNDERSIGNED SHAREHOLDERS OF G2BE**, whose names and addresses are set forth in Schedule "A" hereto

(individually, a "**Shareholder**" and collectively, the "**Shareholders**")

WHEREAS:

- A. G2BE is engaged in the business of wood pellet production and has a production facility and operations in Rzeczenica, Poland;
- B. The Shareholders are the registered and beneficial owners of all the issued and outstanding common shares in the capital of G2BE, as set forth in Schedule "A" hereto;
- C. Brigade is a reporting issuer (as defined in the Securities Act) in the Provinces of British Columbia and Alberta; and
- D. The Shareholders wish to sell to Brigade all of the issued and outstanding common shares of G2BE, and Brigade wishes to purchase such shares, in consideration and exchange for common shares of Brigade, upon the terms and conditions herein set forth.

THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties covenant and agree as follows:

**ARTICLE 1**  
**DEFINITIONS, INTERPRETATION AND SCHEDULES**

1.1 Definitions. In this Agreement, the following terms shall have the meanings ascribed to them below, unless the context indicates otherwise:

- (a) "**1933 Act**" means the *United States Securities Act of 1933*;
- (b) "**affiliate**" has the meaning ascribed thereto under the BCBCA;
- (c) "**Agreement**" means this share exchange agreement and all the exhibits, schedules and other documents attached to or referred to in this Agreement, and all amendments and supplements, if any, to this Agreement;
- (d) "**Applicable Securities Laws**" means the Securities Act and the 1933 Act and the regulations, rules, administrative policy statements, instruments, blanket orders, notices, directions and rulings issued or adopted by the British Columbia Securities Commission and the United States Securities and Exchange Commission, all as amended or replaced from time to time;
- (e) "**BCBCA**" means the *Business Corporations Act* (British Columbia);
- (f) "**Brigade**" means Brigade Resource Corp., a corporation existing under the laws of the Province of British Columbia;
- (g) "**Brigade Accounting Date**" has the meaning ascribed thereto in Section 6.16;
- (h) "**Brigade Common Shares**" means the authorized common shares without par value in the capital of Brigade, as presently constituted;
- (i) "**Brigade Documents**" has the meaning ascribed thereto in Section 6.2(a);
- (j) "**Brigade Financial Statements**" has the meaning ascribed thereto in Section 6.16;
- (k) "**Brigade Public Record**" has the meaning ascribed thereto in Section 6.15;
- (l) "**Brigade Warrants**" means common share purchase warrants of Brigade, each entitling the holder to purchase one Brigade Common Share;
- (m) "**Bridge Loan**" has the meaning ascribed thereto in Section 2.1;
- (n) "**Business Day**" means a day, other than a Saturday or Sunday, on which the principal commercial banks located in the City of Vancouver, British Columbia are open for business;
- (o) "**Closing**" means the completion of the Share Exchange;
- (p) "**Closing Date**" means March 31, 2017 or such other date as may be mutually agreed upon by the Parties in writing;

- (q) "**Closing Time**" means 10:00 a.m. (Vancouver time) on the Closing Date or such other time on such date as Brigade and G2BE may agree as the time at which the Closing shall take place;
- (r) "**Contract**" means any note, mortgage, indenture, non-governmental permit or license, franchise, lease or other contract, agreement, commitment or arrangement binding upon G2BE (or any subsidiary of G2BE) or Brigade (or any subsidiary of Brigade), as the case may be;
- (s) "**CSE**" means the Canadian Securities Exchange, or such other stock exchange upon which the Brigade Common Shares are listed for trading or shall be listed for trading;
- (t) "**Encumbrance**" means any mortgage, pledge, assignment, charge, lien, claim, security interest, adverse interest, other third person interest or encumbrance of any kind, whether contingent or absolute, and any agreement, option, right or privilege (whether by law, contract or otherwise) capable of becoming any of the foregoing;
- (u) "**Environmental Approvals**" means all permits, certificates, licences, authorizations, consents, instructions, registrations, directions or approvals issued or required by any Governmental Entity pursuant to any Environmental Laws;
- (v) "**Environmental Laws**" means all applicable Laws relating to the protection of the environment and employee and public health and safety, and includes Environmental Approvals;
- (w) "**Escrow Agent**" means Computershare Investor Services Inc. of Vancouver, British Columbia, Canada, which shall hold the Escrowed Securities in escrow in accordance with the terms of the Escrow Agreement;
- (x) "**Escrow Agreement**" means the escrow agreement in the form prescribed by CSE Policy 2 – *Qualification for Listing* to be entered into among the Escrow Agent, Brigade and the Shareholders, who after Closing and at the time of the application by Brigade for the initial listing of the Brigade Common Shares on the CSE, shall be Related Persons of Brigade, pursuant to which the Escrow Agent shall hold the Escrowed Securities in escrow following the Closing Date and release such Escrowed Securities in accordance with the release schedule set forth therein;
- (y) "**Escrowed Securities**" means the Brigade Common Shares issued by Brigade to certain Shareholders, all of which shall be transferred to the Escrow Agent and held in escrow in accordance with the terms of the Escrow Agreement;
- (z) "**Financing**" means a non-brokered private placement by Brigade of units (the "Financing"), each unit consisting one Brigade Common Share and one common share purchase warrant, each warrant entitling the holder thereof to purchase one Brigade Common Share for the price of \$0.10 per share during the 12 month period following the closing of the Financing and thereafter one Brigade Common Share for the price of \$0.20 per share until the expiry of the period ending 24

months from the closing of the Financing for aggregate gross proceeds of between \$550,000 and \$750,000. The Parties acknowledge and agree that Brigade may pay finder's fees of up to 8% of the aggregate proceeds of the Financing, which finder's fees shall be payable by Brigade in cash or shares, at its sole discretion, at the closing of the Financing;

- (aa) "**G2BE**" means Green 2 Blue Energy Corp., a corporation existing under the laws of the Province of British Columbia;
- (bb) "**G2BE Accounting Date**" means December 31, 2016;
- (cc) "**G2BE Common Shares**" means the authorized common shares without par value in the capital of G2BE, as presently constituted;
- (dd) "**G2BE Documents**" has the meaning ascribed thereto in Section 5.2(a);
- (ee) "**G2BEE**" means Green 2 Blue Energy Europe Sp. z o.o., a corporation existing under the laws of Poland, which is a direct subsidiary of G2BE;
- (ff) "**G2BE Financial Statements**" means the consolidated audited balance sheets for G2BE for the fiscal years ended June 30, 2015 and June 30, 2016, and for the period July 1, 2016 to December 31, 2016, together with related statements of income, cash flows, and changes in shareholder's equity for such fiscal years and stub periods, together with the auditor's reports thereon;
- (gg) "**G2BE Forward Stock-Split**" has the meaning ascribed thereto in Section 7.1(g);
- (hh) "**G2BE Poland**" means G2BE Poland Sp. z o.o., a corporation existing under the laws of Poland, which is an indirect subsidiary of G2BE;
- (ii) "**Governmental Entity**" means any applicable: (i) multinational, federal, provincial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, board, bureau or agency, domestic or foreign; (ii) subdivision, agent, commission, board or authority of any of the foregoing; (iii) quasi-governmental or private body, including any tribunal, commission, regulatory agency or self-regulatory organization, exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing; or (iv) stock exchange, including the CSE;
- (jj) "**IFRS**" means International Financial Reporting Standards, as adopted by the International Accounting Standards Board, applied in a manner consistent with prior periods;
- (kk) "**Laws**" means all laws, statutes, codes, ordinances, decrees, rules, regulations, by-laws, statutory rules, principles of law, published policies and guidelines, judicial, arbitral, administrative, ministerial, departmental or regulatory judgments, orders, decisions, rulings or awards, general principles of common and civil law, and terms and conditions of any grant of approval, permission, authority or license of any Governmental Entity, statutory body or self-regulatory authority, and the term "applicable" with respect to such Laws and in the context that refers

to one or more persons, means that such Laws apply to such person or persons or its or their business, undertaking, property or securities and emanate from a Governmental Entity (or any other person) having jurisdiction over the aforesaid person or persons or its or their business, undertaking, property or securities;

- (ll) "**Liabilities**" includes any direct or indirect indebtedness, guaranty, endorsement, claim, loss, damage, deficiency, cost, expense, obligation or responsibility, fixed or unfixed, known or unknown, asserted choate or inchoate, liquidated or unliquidated, secured or unsecured;
- (mm) "**Loss**" means any and all loss, Liability, damage, cost or expense actually suffered or incurred by a Party, including, the costs and expenses of all actions, suits, proceedings, hearings, investigations, charges, complaints, claims, demands, injunctions, assessments, judgments, Orders, rulings, dues, penalties, fines, amounts paid in settlement or compromise, including court costs and reasonable legal fees and expenses, but excluding any indirect, consequential or punitive damages suffered by any Party, including damages for lost profits or lost business opportunities;
- (nn) "**Material Adverse Change**" means any one or more changes, effects, events, occurrences or states of facts that, either individually or in the aggregate, have, or would reasonably be expected to have, a Material Adverse Effect on the applicable Party and its subsidiaries on a consolidated basis;
- (oo) "**Material Adverse Effect**" means any change, effect, event, occurrence or state of facts that, individually or in the aggregate, with other such changes, effects, events, occurrences or states of facts, is or would reasonably be expected to be material and adverse to the business, properties, operations, results of operations or financial condition of the applicable Party and its subsidiaries on a consolidated basis, except any change, effect, event, occurrence or state of facts resulting from or relating to:
  - (i) the announcement of the execution of this Agreement or the transactions contemplated hereby or the performance of any obligation hereunder or communication by the applicable Party of its plans or intentions with respect to the other Party and any of its subsidiaries;
  - (ii) changes in the United States, Canadian and European economies in general or the United States, Canadian and European capital or currency markets in general;
  - (iii) the threat, commencement, occurrence or continuation of any war, armed hostilities, acts of environmental groups, civil strife, or acts of terrorism;
  - (iv) any change in applicable Laws or in the interpretation thereof by any Governmental Entity;
  - (v) any natural disaster;
  - (vi) any change in general market conditions in the wood pellet industry,

including commodity prices or fluctuations in demand; or

(vii) any change relating to foreign currency exchange rates,

provided that, in the case of any changes referred to in clauses (ii) to (vii) above, inclusive, such changes do not have a materially disproportionate effect on the applicable Party relative to comparable companies;

(pp) "**Material Contracts**" means all Contracts or other obligations or rights (and all amendments, modifications and supplements thereto and all side letters to which G2BE (or any subsidiary of G2BE) or Brigade (or any subsidiary of Brigade), as the case may be, is a party and which affect the obligations of any party thereunder) to or by which any of G2BE or Brigade or their respective subsidiaries' properties or assets are bound that are material to their respective business, properties or assets, taken as a whole, including to the extent any of the following are material to the business, properties or assets of G2BE (or any subsidiary of G2BE) or Brigade (or any subsidiary of Brigade), as the case may be, taken as a whole, all:

- (i) employment, severance, personal services, consulting, non-competition or indemnification contracts (including any Contract to which G2BE (or any subsidiary of G2BE) or Brigade (or any subsidiary of Brigade), as the case may be, is a party involving employees);
- (ii) Contracts granting a right of first refusal or first negotiation;
- (iii) partnership or joint venture agreements;
- (iv) Contracts for the acquisition, sale or lease of material properties or assets of G2BE (or any subsidiary of G2BE) or Brigade (or any subsidiary of Brigade), as the case may be (by purchase or sale of assets or stock or otherwise);
- (v) Contracts with any Governmental Entity;
- (vi) loan or credit agreements mortgages, indentures or other Contracts or instruments evidencing indebtedness for borrowed money by G2BE (or any subsidiary of G2BE) or Brigade (or any subsidiary of Brigade), as the case may be, or any such agreement or Contract pursuant to which indebtedness for borrowed money may be incurred;
- (vii) Contracts that purport to limit, curtail or restrict the ability of G2BE (or any subsidiary of G2BE) or Brigade (or any subsidiary of Brigade), as the case may be, to compete or acquire property (including, but not limited to, any real property or mineral tenures) in any geographic area or line of business;
- (viii) commitments and agreements to enter into any of the foregoing; and
- (ix) all Contracts that provide for annual payments to or from G2BE (or any

subsidiary of G2BE) or Brigade (or any subsidiary of Brigade), as the case may be, in excess of \$5,000 per annum;

- (qq) "**NI 45-106**" means National Instrument 45-106 – *Prospectus Exemptions* of the Canadian Securities Administrators;
- (rr) "**Order**" means any order, decision, determination, judgment, injunction, decree, award or writ of any court, arbitrator or Governmental Entity, or other Person who is authorized to make legally binding determinations;
- (ss) "**Party**" shall mean, as the context requires, either Brigade, G2BE or the Shareholders and "**Parties**" shall mean all of them;
- (tt) "**person**" means any individual, firm, partnership, joint venture, association, trust, trustee, executor, administrator, legal personal representative, estate, group, body corporate, corporation, unincorporated association or organization, Governmental Entity, syndicate or other entity, whether or not having legal status;
- (uu) "**Qualifying Jurisdictions**" has the meaning ascribed thereto in Section 6.4;
- (vv) "**Regulation S**" means Regulation S promulgated under the 1933 Act;
- (ww) "**Related Person**" has the meaning ascribed thereto in CSE Policy 1 – *Interpretation and General Provisions*;
- (xx) "**Securities Act**" means the *Securities Act* (British Columbia);
- (yy) "**Securities Authorities**" means any provincial, state, territorial or federal securities commission or other securities regulatory authority in Canada or the United States;
- (zz) "**Share Exchange**" means the share exchange between Brigade and the Shareholders pursuant to the terms and conditions set forth in this Agreement, subject to any amendment thereto in accordance herewith;
- (aaa) "**Shareholders**" means the undersigned shareholders of G2BE, as listed in Schedule "A";
- (bbb) "**subsidiary**" has the meaning ascribed thereto in Section 2(2) of the BCBCA;
- (ccc) "**Taxes**" includes international, federal, state, provincial and local income taxes, capital gains taxes, value-added taxes, franchise, personal property and real property taxes, levies, assessments, tariffs, duties (including any customs duties), business licenses or other fees, sales, uses and any other taxes relating to the assets of the designated Party or the business of the designated Party for all periods up to and including the Closing Date, together with any related charge or amount, including interest, fines, penalties and additions to tax, if any, arising out of tax assessments;
- (ddd) "**Tax Act**" means the *Income Tax Act* (Canada);



- (eee) "**Tax Returns**" means all returns, schedules, elections, declarations, reports, information returns, notices, forms, statements and other documents made, prepared or filed with any taxing authority or required to be made, prepared or filed with any taxing authority relating to Taxes;
- (fff) "**United States**" means the United States of America, its territories and possessions, any state of the United States and the District of Columbia;
- (ggg) "**U.S. Accredited Investor**" means an "accredited investor" as defined in Rule 501(a) of Regulation D under the 1933 Act; and
- (hhh) "**U.S. Person**" means a "U.S. person" as that term is defined in Regulation S. Without limiting the foregoing, but for greater clarity in this Agreement, a U.S. Person includes, subject to the exclusions set forth in Regulation S, (i) any natural person resident in the United States; (ii) any partnership or corporation organized or incorporated under the laws of the United States; (iii) any estate or trust of which any executor, administrator or trustee is a U.S. Person; (iv) any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organized, incorporated, or (if an individual) resident in the United States; and (v) any partnership or corporation organized or incorporated under the laws of any non U.S. jurisdiction which is formed by a U.S. Person principally for the purpose of investing in securities not registered under the 1933 Act, unless it is organized or incorporated, and owned, by "accredited investors" (as defined in Rule 501(a) of Regulation D under the 1933 Act) who are not natural persons, estates or trusts.

1.2 Interpretation not Affected by Headings. The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "hereunder" and similar expressions refer to this Agreement and not to any particular Article, Section or other portion hereof and include any agreement supplemental hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles and Sections are to Articles and Sections of this Agreement.

1.3 Extended Meanings. In this Agreement words importing the singular number only shall include the plural and vice versa, words importing the masculine gender shall include the feminine and neuter genders and vice versa and words importing persons shall include individuals, partnerships, associations, trusts, unincorporated organizations and corporations.

1.4 Rules of Construction. In this Agreement:

- (a) The word "or" is not exclusive and the word "including" is not limiting (whether or not non-limited language, such as "without limitation" or "but not limited to" or words of similar import is used with reference to that term).
- (b) The rule of construction that, in the event of ambiguity, the contract shall be interpreted against the Party responsible for the drafting or preparation of the Agreement, shall not apply.

1.5 Knowledge. When used in this Agreement, the expression "to his knowledge" or

"knowledge of" in relation to the representations and warranties of the Parties means to the knowledge of the person making such representation and warranty after due and commercially reasonable enquiry.

1.6 Statutory References. In this Agreement, unless something in the subject matter or context is inconsistent therewith or unless otherwise herein provided, a reference to any statute is to that statute as now enacted or as the same may from time to time be amended, re-enacted or replaced and includes any rule and regulations made thereunder.

1.7 Date for any Action. If the last or appointed day for the taking of any action required or the expiration of any rights granted herein shall not be a Business Day, then such action may be taken or such right shall be deemed to expire on the next succeeding day that is a Business Day.

1.8 Currency. All references to "\$" or "dollars" herein are to the lawful money of Canada, unless expressly stated otherwise.

1.9 Schedules. The following schedules are attached to, and are deemed to be incorporated into and form part, of this Agreement:

Schedule "A"	–	G2BE Shareholders
Schedule "B"	–	G2BE Directors, Officers, Employees and Consultants
Schedule "C"	–	Brigade Directors, Officers, Employees and Consultants
Schedule "D"	–	G2BE Liabilities, Leases, Subleases, Claims, Capital Expenditures, Taxes and Other Property Interests
Schedule "E"	–	G2BE Assets - Personal and Intellectual Property
Schedule "F"	–	G2BE Material Contracts
Schedule "G"	–	Brigade Material Contracts
Schedule "H"	–	G2BE Subsidiaries
Schedule "I"	–	Brigade Subsidiaries
Schedule "J"	–	U.S. Accredited Investor Certificate

## **ARTICLE 2 BRIDGE LOAN**

2.1 Bridge Loan. After the execution and delivery of this Agreement by Brigade and G2BE, and to the extent that same has not already been advanced to G2BE, Brigade shall loan to G2BE the principal amount of up to \$75,000 (the "**Bridge Loan**") for working capital purposes, of which (i) the amount of up to \$60,000 shall be advanced within 10 days of the execution and delivery of this Agreement by Brigade, provided that Brigade has adequate working capital to advance the Bridge Loan. The Bridge Loan shall bear simple interest at the rate of 5% per annum and the outstanding principal amount and accrued interest thereon shall be due and payable in full by G2BE on the first anniversary of the date of the advance of the Bridge Loan (in this Article 2, the "**Maturity Date**"); provided that on or prior to the Maturity Date, G2BE may repay all or part of the Bridge Loan from time to time without notice, bonus, penalty or premium.

2.2 Repayment. Following the Maturity Date, Brigade shall have the right to demand repayment of the Bridge Loan, in which case the outstanding principal amount (and the accrued

interest thereon) shall be repayable by G2BE in 12 equal monthly instalments commencing on the first day of the calendar month immediately following the date of the repayment demand; provided that following the Maturity Date, Brigade may elect, at its sole discretion, to convert all of the then outstanding principal amount (and accrued interest thereon) of the Bridge Loan into fully paid and non-assessable G2BE Common Shares at the price of \$0.10 per G2BE Common Share.

### **ARTICLE 3 SHARE EXCHANGE**

3.1 Terms of Share Exchange. The Parties hereby covenant and agree to implement the Share Exchange in accordance with the terms and subject to the conditions of this Agreement, as follows:

- (a) at the Closing Time, subject to the terms and conditions set forth in this Agreement, the Shareholders agree to sell, assign and transfer, and Brigade agrees to purchase, the G2BE Common Shares free and clear of all Encumbrances, by way of an exchange of shares based on an exchange rate of one Brigade Common Share being allotted and issued to the Shareholders at a deemed price of \$0.10 per Brigade Common Share for every one G2BE Common Share purchased by Brigade; and
- (b) as a result of the foregoing, G2BE shall be a wholly-owned subsidiary of Brigade.

3.2 Application of the Tax Act. The Parties hereby acknowledge and agree that the transactions contemplated herein are not intended to give rise to any income tax liability whatsoever, and it is their intention that the Share Exchange contemplated hereby shall be effected pursuant to the provisions of Section 85.1 of the Tax Act, unless that provision is inapplicable in respect of any particular Shareholder, in which case the non-application of Section 85.1 to a particular Shareholder is not intended to alter the application of this provision to any other Shareholder.

3.3 Closing Date. The Share Exchange shall be completed on the Closing Date and shall be effective at the Closing Time.

3.4 Reliance on Prospectus and Registration Exemptions. The Shareholders acknowledge and agree that the Brigade Common Shares being issued pursuant to this Agreement are being issued pursuant to an exemption from the prospectus and registration requirements of the Applicable Securities Laws. As a result, the Shareholders shall not be entitled to certain protections, rights and remedies available under the Applicable Securities Laws, including statutory rights of rescission or damages, and the Shareholders shall not receive information that would otherwise be required to be provided to the Shareholders pursuant to the Applicable Securities Laws.

3.5 Resale Restrictions. The Parties acknowledge and agree that it is the intention of the Parties that the Brigade Common Shares to be issued to the Shareholders hereunder shall be issued pursuant to the "take-over bid and issuer bid" exemption set forth in Section 2.16 of NI 45-106, such that, excepting any applicable escrow hold periods, there shall be no resale restrictions in Canada under Applicable Securities Laws. Notwithstanding the foregoing, the Shareholders acknowledge and agree that, to the extent that the Brigade Common Shares shall be

subject to resale restrictions under Applicable Securities Laws, then the terms of such resale restrictions shall be endorsed on the certificates representing such Brigade Common Shares as a printed legend, and the Brigade Common Shares may not be sold, transferred or otherwise disposed of except in accordance with exemption from, or in a transaction not subject to, the prospectus and registration requirements of the Applicable Securities Laws and in each case only in accordance with all Applicable Securities Laws. The Shareholders agree to comply with such resale restrictions.

3.6 Share Exchange Procedure. Each Shareholder may exchange his certificate representing the G2BE Common Shares by delivering such certificate to Brigade duly executed and endorsed in blank (or accompanied by a duly executed stock power duly endorsed in blank), in each case in proper form for transfer, with signatures guaranteed, and, if applicable, with all stock transfer and any other required documentary stamps affixed thereto and with appropriate instructions to allow the transfer agent to issue certificates for the Brigade Common Shares to the holder thereof, together with a duly completed and executed U.S. Accredited Investor Certificate in the form attached as Schedule "J", if the Shareholder is a U.S. Person.

3.7 Escrow. At Closing, any Brigade Common Shares to be issued to any Shareholders, who after Closing and at the time of the application by Brigade for the initial listing of its common shares on the CSE, shall be Related Persons of Brigade, shall be deposited by Brigade into escrow with the Escrow Agent to hold in accordance with the terms of the Escrow Agreement.

3.8 Shareholders Resident in the United States. For Shareholders resident in the United States, all certificates representing the Brigade Common Shares issued on Closing shall be endorsed with a legend, in substantially the form below, pursuant to the 1933 Act in order to reflect the fact that the Brigade Common Shares shall be issued to the Shareholders pursuant to an exemption from the registration requirements of the 1933 Act:

"THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "1933 ACT"), OR THE LAWS OF ANY STATE OF THE UNITED STATES. THE HOLDER HEREOF, BY PURCHASING SUCH SECURITIES, AGREES FOR THE BENEFIT OF THE CORPORATION THAT SUCH SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY (A) TO THE CORPORATION, (B) OUTSIDE THE UNITED STATES IN ACCORDANCE WITH RULE 904 OF REGULATION S UNDER THE 1933 ACT AND IN COMPLIANCE WITH APPLICABLE LOCAL LAWS AND REGULATIONS, OR (C) IN ANOTHER TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE 1933 ACT OR ANY APPLICABLE STATE SECURITIES LAWS AFTER THE SELLER FURNISHES TO THE CORPORATION AN OPINION OF COUNSEL OF RECOGNIZED STANDING IN FORM AND SUBSTANCE REASONABLY SATISFACTORY TO THE CORPORATION TO SUCH EFFECT. DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE "GOOD DELIVERY" IN SETTLEMENT OF TRANSACTIONS ON STOCK EXCHANGES IN CANADA."

3.9 Shareholders' Representative.

- (a) Each of the Shareholders hereby constitutes and appoints G2BE as its representative (the "**Shareholders' Representative**") and its true and lawful attorney in fact, with full power and authority in its name on its behalf:
  - (i) to act on such Shareholder's behalf in the absolute discretion of the Shareholders' Representative with respect to all matters relating to this Agreement, including the execution and delivery of any amendment,

supplement, or modification of this Agreement and any waiver of any claim or right arising out of this Agreement; and

- (ii) in general, to do all things and to perform all acts, including executing and delivering all agreements, certificates, receipts, instructions, and other instruments contemplated by or deemed advisable to effectuate the provisions in this Section 3.9.
- (b) The appointment and grant of power and authority in Section 3.9(a) is coupled with an interest and is in consideration of the mutual covenants made in this Agreement and is irrevocable and shall not be terminated by any act of any Shareholder or by operation of law, whether by the death or incapacity of any Shareholder or by occurrence of any other event. Each Shareholder hereby consents to the taking of any and all actions and the making of any decisions required and permitted to be taken or made by the Shareholders' Representative pursuant to this Section 3.9. Each Shareholder agrees that the Shareholders' Representative shall have no obligation or liability to any person for any action taken or omitted by the Shareholders' Representative in good faith, and each Shareholder shall indemnify and hold harmless the Shareholders' Representative from, and shall pay to the Shareholders' Representative the amount of, or reimburse the Shareholders' Representative for, any Loss that the Shareholders' Representative may suffer, sustain, or become subject to as a result of any such action or omission by the Shareholders' Representative under this Agreement.
- (c) Brigade and G2BE shall be entitled to rely upon any documents or other paper delivered by the Shareholders' Representative as being authorized by the Shareholders, and Brigade and G2BE shall not be liable to any Shareholder for any action taken or omitted to be taken by Brigade and G2BE based on such reliance.
- (d) Until all obligations under this Agreement shall have been discharged, the Shareholders who, immediately prior to the Closing are entitled in the aggregate to receive more than 50% of the Brigade Common Shares, may, from time to time upon notice to Brigade and G2BE, appoint a new Shareholders' Representative upon the resignation of the Shareholders' Representative. If, after the resignation of the Shareholders' Representative, a successor Shareholders' Representative shall not have been appointed by the Shareholders within 15 Business Days after a notice to Brigade and G2BE, Brigade and G2BE may appoint a Shareholders' Representative from among the Shareholders to fill any vacancy so created by notice of such appointment to the Shareholders.

#### **ARTICLE 4**

#### **REPRESENTATIONS AND WARRANTIES OF SHAREHOLDERS**

Each of the Shareholders (on its own behalf and on behalf of any person for whom it is acting hereunder) hereby represents and warrants to Brigade and acknowledges that Brigade is relying upon such representations and warranties, in connection with the execution, delivery and performance of this Agreement, notwithstanding any investigation made by or on behalf of Brigade, as follows:

4.1 Authority. The Shareholder has good and sufficient power, authority and right to enter into and deliver this Agreement and to complete the transactions to be completed by the Shareholder as contemplated herein and to perform all of the obligations of the Shareholder under this Agreement. The Shareholder has taken all necessary actions, steps and other proceedings to approve or authorize, the entering into, and execution and delivery and performance of this Agreement and the sale and transfer to Brigade of that number of G2BE Common Shares held by the Shareholder in the amount set forth opposite each Shareholder's name in Schedule "A".

4.2 Due Execution and Delivery. This Agreement has been duly executed and delivered by the Shareholder and, if a corporate entity, has been validly authorized by all necessary corporate action, and constitutes a legal, valid and binding obligation of the Shareholder enforceable against the Shareholder in accordance with its terms, subject to limitations with respect to enforcement imposed by law in connection with bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally and to the extent that equitable remedies such as specific performance and injunction are only available in the discretion of the court from which they are sought.

4.3 No Suits. There is no suit, action, litigation, arbitration or governmental proceeding, including appeals and applications for review, in progress or threatened against or related to the Shareholder's G2BE Common Shares, which to the knowledge of the Shareholder, would affect the Shareholder's ability to sell the G2BE Common Shares, as provided for in this Agreement.

4.4 No Default. The execution and delivery of this Agreement by the Shareholder and the consummation of the transactions contemplated hereby do not constitute a breach or a default under any agreement to which the Shareholder is a party or by which the Shareholder is bound.

4.5 Marketable Title. The Shareholder has or shall have at Closing good, marketable, beneficial and/or recorded title to the Shareholder's G2BE Common Shares, as applicable, free of all mortgages, charges, liens, pledges, claims, security interests and agreements and other encumbrances of whatsoever nature. The Shareholder's G2BE Common Shares are not and shall not be subject to any shareholder, pooling, escrow or similar agreement.

4.6 No Consents. No consents of, filings with, or approval of any Governmental Entity (or any other person) is required by the Shareholder for the sale and transfer of the G2BE Common Shares to Brigade, other than those presently held or obtained by the Shareholder which are in full force and effect.

4.7 Residency. The Shareholder is resident in the jurisdiction indicated on Schedule "A" and except as set forth in Schedule "A", the Shareholder is not a non-resident person within the meaning of Section 116 of the *Income Tax Act* (Canada).

4.8 U.S. Persons. Each of the Shareholders, and any person for whom it is acting hereunder, is:

- (a) not a U.S. Person or a person in the United States and is not acquiring the Brigade Common Shares for the account or benefit of a U.S. Person or a person in the United States or for resale in the United States; or

- (b) a U.S. Person or a person in the United States and, in which case, it is a U.S. Accredited Investor and has properly completed, executed and delivered to Brigade the U.S. Accredited Investor Certificate attached as Schedule "J" hereto, and the Shareholder confirms the truth and accuracy of all statements in said certificate as of the date of this Agreement and Closing; and

in both instances, the Shareholder acknowledges that the Brigade Common Share have not been registered under the 1933 Act or any state securities laws and that the Brigade Common Shares may not be offered, sold, pledged or otherwise transferred in the United States or to a U.S. Person unless registered under the 1933 Act and the securities laws of all applicable states of the United States or an exemption from such registration requirements is available, and that Brigade has no obligation or present intention of filing a registration statement under the 1933 Act or applicable state securities laws in respect of the Brigade Common Shares.

4.9 Broker's Fees. The Shareholder has not incurred any obligation or liability, contingent or otherwise for broker's or finder's fees in respect of the transaction herein provided for which Brigade shall have any obligation and liability.

4.10 Acquisition as Principal. The Shareholder is acquiring the Brigade Common Shares as principal for its own account, not for the benefit of any other person, and is acquiring the Brigade Common Shares for investment only and not with a view to the resale or distribution of all or any of the Brigade Common Shares.

4.11 Accuracy and Completeness. No representation or warranty by the Shareholder in this Agreement nor any certificate, schedule, statement, document or instrument furnished or to be furnished to Brigade pursuant hereto contains any untrue statement of a material fact or omits to state a material fact required to be stated herein or therein or necessary to make any statement herein or therein not materially misleading.

## **ARTICLE 5 REPRESENTATIONS AND WARRANTIES OF G2BE**

G2BE hereby represents and warrants to Brigade, and acknowledges that Brigade is relying upon such representations and warranties, in connection with the execution, delivery and performance of this Agreement, notwithstanding any investigation made by or on behalf of Brigade, as follows:

5.1 Organization and Good Standing. Each of G2BE and its subsidiaries is a corporation duly organized, validly existing and in good standing under the laws of its jurisdiction of organization, including as such requirements relate to the holding of annual meetings of shareholders, and has the requisite corporate power and authority to own, lease and to carry on its business as now being conducted. Each of G2BE and its subsidiaries is registered, licensed or otherwise qualified in each jurisdiction where the nature of the business or the location or character of the property and assets owned or leased by it requires it to be so registered, licensed or otherwise qualified, other than those jurisdictions where the failure to be so registered, licensed or otherwise qualified would not have a Material Adverse Effect on G2BE.

5.2 Authority, Execution and Delivery.

- (a) G2BE has all requisite corporate power and authority to execute and deliver this

Agreement and any other document contemplated by this Agreement (collectively, the "**G2BE Documents**") to be executed by G2BE and to perform its obligations hereunder and to consummate the transactions contemplated hereby.

- (b) The execution and delivery of each of the G2BE Documents by G2BE and the consummation of the transactions contemplated hereby have been duly authorized by G2BE's board of directors. No other corporate or shareholder proceedings on the part of G2BE or its subsidiaries are necessary to authorize the execution and delivery of such documents or to consummate the transactions contemplated hereby. This Agreement has been, and the other G2BE Documents when executed and delivered by G2BE as contemplated by this Agreement shall be, duly executed and delivered by G2BE and this Agreement is, and the other G2BE Documents when executed and delivered by G2BE as contemplated hereby shall be, valid and binding obligations of G2BE enforceable in accordance with their respective terms except as limited by: (i) applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of creditors' rights generally; (ii) laws relating to the availability of specific performance, injunctive relief, or other equitable remedies; and (iii) as limited by public policy.

5.3 Share Capital and Capitalization. As of the date hereof, the authorized share capital of G2BE consists of an unlimited number of G2BE Common Shares, of which there are 23,500,001 G2BE Common Shares issued and outstanding. All of the issued and outstanding G2BE Common Shares have been duly authorized, are validly issued, were not issued in violation of any pre-emptive rights and are fully paid and non-assessable, are not subject to pre-emptive rights and were issued in full compliance with the laws of its jurisdiction of organization and G2BE's notice of articles and articles. There are no outstanding options, warrants, subscriptions, conversion rights, or other rights, agreements, or commitments obligating G2BE to issue any additional G2BE Common Shares, or any other securities convertible into, exchangeable for, or evidencing the right to subscribe for or acquire from G2BE any G2BE Common Shares. There are no agreements purporting to restrict the transfer of the G2BE Common Shares, no voting agreements, shareholders' agreements, voting trusts, or other arrangements restricting or affecting the voting of the G2BE Common Shares.

5.4 Holders of G2BE Common Shares. Schedule "A" contains a true and complete list of the holders of all issued and outstanding G2BE Common Shares, including each holder's name, address and number of G2BE Common Shares held.

5.5 Directors and Officers of G2BE. The duly elected or appointed directors and the duly appointed officers of G2BE are as set forth in Schedule "B".

5.6 Corporate Records of G2BE. The corporate records of each of G2BE and its subsidiaries, as required to be maintained by it pursuant to the laws of its jurisdiction of organization, are accurate, complete and current in all material respects, and the minute books of each of G2BE and its subsidiaries are, in all material respects, correct and contain all records required by the laws of such jurisdiction in regards to all proceedings, consents, actions and meetings of the shareholders and the board of directors of each of G2BE and its subsidiaries.

5.7 Subsidiaries. Except as set forth in Schedule "H", G2BE does not have any subsidiaries



or agreements of any nature to acquire any subsidiary or to acquire or lease any other business operations.

5.8 Non-Contravention. Neither the execution, delivery and performance of this Agreement, nor the consummation of the Share Exchange, shall:

- (a) conflict with, result in a violation of, cause a default under (with or without notice, lapse of time or both) or give rise to a right of termination, amendment, cancellation or acceleration of any obligation contained in or the loss of any material benefit under, or result in the creation of any Encumbrance upon any of the material properties or assets of G2BE or any of its subsidiaries under any term, condition or provision of any loan or credit agreement, note, debenture, bond, mortgage, indenture, lease or other agreement, instrument, permit, license, judgment, order, decree, statute, law, ordinance, rule or regulation applicable to G2BE or any of its subsidiaries, or any of their respective material property or assets;
- (b) violate any provision of the notice of articles or articles of G2BE or any of its subsidiaries or any applicable laws; or
- (c) violate any Order, writ, injunction, decree, statute, rule, or regulation of any court or Governmental Entity applicable to G2BE or any of its subsidiaries or any of their respective material property or assets,

in each case, which would, individually or in the aggregate, have a Material Adverse Effect on G2BE.

5.9 Litigation. To the knowledge of G2BE, there is no claim, charge, arbitration, grievance, action, suit, investigation or proceeding by or before any court, arbiter, administrative agency or other Governmental Entity now pending or, to the knowledge of G2BE, threatened against G2BE or any of its subsidiaries, which involves any of the business, or the properties or assets of G2BE or any of its subsidiaries that, if adversely resolved or determined, would, individually or in the aggregate, have a Material Adverse Effect on G2BE. Nor is G2BE aware of any reasonable basis for any claim or action that, based upon the likelihood of its being asserted and its success if asserted, would, individually or in the aggregate, have a Material Adverse Effect on G2BE.

5.10 Compliance.

- (a) To the knowledge of G2BE, each of G2BE and its subsidiaries is in compliance with, is not in default or violation in any material respect under, and has not been charged with or received any notice at any time of any material violation of any statute, law, ordinance, regulation, rule, decree or other applicable regulation to the business or operations of G2BE or any of its subsidiaries;
- (b) To the knowledge of G2BE, neither G2BE nor any of its subsidiaries is subject to any judgment, Order or decree entered in any lawsuit or proceeding applicable to its business and operations that would, individually or in the aggregate, have a Material Adverse Effect on G2BE;
- (c) Each of G2BE and its subsidiaries has duly filed all reports and returns required to

be filed by it with Governmental Entities and has obtained all governmental permits and other governmental consents, except as may be required after the execution of this Agreement. All of such permits and consents are in full force and effect, and no proceedings for the suspension or cancellation of any of them, and no investigation relating to any of them, is pending or to the knowledge of G2BE, threatened, and none of them shall be adversely affected by the consummation of the Share Exchange; and

- (d) Each of G2BE and its subsidiaries has operated in material compliance with all laws, rules, statutes, ordinances, orders and regulations applicable to its business. Neither of G2BE nor any of its subsidiaries has received any notice of any violation thereof, nor is G2BE aware of any valid basis therefore.

5.11 Consents, Filings and Approvals. No consent, approval, order or authorization of, or declaration or filing with, any Governmental Entity or other person is required to be obtained by G2BE or any of its subsidiaries in connection with the execution and delivery of this Agreement or the consummation by G2BE of the transactions contemplated hereby other than:

- (a) filings with and approvals by the Securities Authorities; and
- (b) any other consents, approvals, Orders, authorizations, declarations or filings which, if not obtained, would not, individually or in the aggregate, have a Material Adverse Effect on G2BE.

5.12 No Default. None of G2BE or any of its subsidiaries is in default under, and, there exists no event, condition or occurrence which, after notice or lapse of time or both, would constitute a default by G2BE or any of its subsidiaries under, any Contract of G2BE or any of its subsidiaries, agreement, licence, permit or other instrument that is material to the conduct of the business of G2BE or any of its subsidiaries to which any of them is a party or by which any of them is bound or subject to that would, individually or in the aggregate, have a Material Adverse Effect on G2BE. No party to any Contract of G2BE or any of its subsidiaries has given written notice to G2BE or any of its subsidiaries of or made a claim against G2BE or any of its subsidiaries with respect to any breach or default thereunder, in any such case in which such breach or default constitutes a Material Adverse Effect on G2BE.

5.13 Financial Representations. The books, records, and accounts of G2BE accurately and fairly reflect, in reasonable detail, the assets and Liabilities of G2BE and its subsidiaries. Neither G2BE nor any of its subsidiaries has engaged in any transaction, maintained any bank account, or used any funds of G2BE, except for transactions, bank accounts, and funds which have been and are reflected in the normally maintained books and records of G2BE and its subsidiaries. The G2BE Financial Statements are in accordance with the books and records of G2BE, present fairly the financial condition of G2BE as of the G2BE Accounting Date and have been prepared in accordance with IFRS. G2BE has not received any advice or notification from its auditors that G2BE has used any improper accounting practice that would have the effect of not reflecting or incorrectly reflecting in the G2BE Financial Statements or the books and records of G2BE, any properties, assets, Liabilities, revenues or expenses.

5.14 Absence of Undisclosed Liabilities. Except for legal and accounting costs incurred in connection with the Share Exchange or as disclosed in Schedule "D", neither G2BE nor any of its subsidiaries has Liabilities or obligations either direct or indirect, matured or unmatured,

absolute, contingent or otherwise that exceed \$5,000, which:

- (a) are not set forth in the G2BE Financial Statements or have not heretofore been paid or discharged;
- (b) did not arise in the regular and ordinary course of business under any agreement, contract, commitment, lease or plan specifically disclosed in writing to Brigade; or
- (c) have not been incurred in amounts and pursuant to practices consistent with past business practice, in or as a result of the regular and ordinary course of its business since the date of the last G2BE Financial Statements.

5.15 Insurance. G2BE maintains policies of insurance in amounts and in respect of such risks as are normal and usual for companies of a similar size and business and such policies are in full force and effect as of the date hereof.

5.16 Environmental. To the knowledge of G2BE:

- (a) G2BE and its subsidiaries are in compliance in all material respects with Environmental Laws;
- (b) G2BE and its subsidiaries have operated their respective businesses at all times and have received, handled, used, stored, treated, shipped and disposed of all contaminants without violation of Environmental Laws;
- (c) there is no material claim or judicial or administrative proceeding which may affect either G2BE or any of its subsidiaries or any of the properties or assets of G2BE or any of its subsidiaries relating to or alleging any violation of Environmental Laws;
- (d) G2BE and its subsidiaries hold all licences, permits and approvals required under Environmental Laws in connection with the operation of their respective businesses as presently conducted and the ownership and use of their respective assets, other than those which the failure to hold would not reasonably be expected to have a Material Adverse Effect on G2BE; and
- (e) neither G2BE or any of its subsidiaries nor any of their respective assets is the subject of any investigation, evaluation, audit or review not in the ordinary and regular course of business by any Governmental Entity to determine whether any violation of Environmental Laws has occurred or is occurring, and neither G2BE nor any of its subsidiaries is subject to any know environmental Liabilities.

5.17 Tax Matters.

- (a) As of the date hereof:
  - (i) each of G2BE and its subsidiaries has timely filed all Tax Returns in connection with any Taxes which are required to be filed on or prior to the date hereof, taking into account any extensions of the filing deadlines

which have been validly granted to them; and

- (ii) all such Tax Returns are true and correct in all material respects;
- (b) Each of G2BE and its subsidiaries has paid all Taxes that have become or are due with respect to any period ended on or prior to the date hereof;
- (c) Neither G2BE nor any of its subsidiaries is presently under, and has received notice of, any contemplated investigation or audit by the Canada Revenue Agency or the Internal Revenue Service or any foreign or state taxing authority concerning any fiscal year or period ended prior to the date hereof;
- (d) All Taxes required to be withheld on or prior to the date hereof from employees of each of G2BE and its subsidiaries for income taxes, social security taxes, unemployment taxes and other similar withholding taxes have been properly withheld and, if required on or prior to the date hereof, have been deposited with the appropriate Governmental Entity; and
- (e) To the knowledge of G2BE, the G2BE Financial Statements contain full provision for all Taxes, including any deferred Taxes, that may be assessed to each of G2BE and its subsidiaries for the accounting period ended on the G2BE Accounting Date or for any prior period in respect of any transaction, event or omission occurring, or any profit earned, on or prior to the G2BE Accounting Date or for any profit earned by each of G2BE and its subsidiaries on or prior to the G2BE Accounting Date or for which any of G2BE and its subsidiaries is accountable up to such date and all contingent Liabilities for Taxes have been provided for or disclosed in the G2BE Financial Statements.

5.18 Absence of Changes. Since the G2BE Accounting Date, and except as set forth in Schedule "D" and elsewhere in this Agreement or as contemplated herein, neither G2BE nor any of its subsidiaries has:

- (a) incurred any Liabilities, discharged or satisfied any Encumbrance, or paid any Liabilities, other than in the ordinary course of business consistent with past practice, or failed to pay or discharge when due any Liabilities of which the failure to pay or discharge has caused or shall cause, individually or in the aggregate, a Material Adverse Effect on G2BE;
- (b) incurred or suffered a Material Adverse Change;
- (c) sold, encumbered, assigned or transferred any material fixed assets or properties;
- (d) created, incurred, assumed or guaranteed any indebtedness for money borrowed, or mortgaged, pledged or subjected any of its material assets or properties to any Encumbrance of any nature whatsoever;
- (e) made or suffered any amendment or termination of any Material Contract to which it is a party or by which it is bound, or cancelled, modified or waived any substantial debts or claims held by it or waived any rights of substantial value, other than in the ordinary course of business;

- (f) declared, set aside or paid any dividend or made or agreed to make any other distribution or payment in respect of its capital shares or redeemed, purchased or otherwise acquired or agreed to redeem, purchase or acquire any of its capital shares or equity securities;
- (g) suffered any damage, destruction or loss, whether or not covered by insurance, that materially and adversely affects its business, operations, assets, properties or prospects;
- (h) received notice or had knowledge of any actual or threatened labour trouble, termination, resignation, strike or other occurrence, event or condition of any similar character, which has had or might have, individually or in the aggregate, a Material Adverse Effect on G2BE;
- (i) made commitments or agreements for capital expenditures or capital additions or betterments;
- (j) other than in the ordinary course of business, increased the salaries or other compensation of, or made any advance (excluding advances for ordinary and necessary business expenses) or loan to, any of its employees or directors or made any increase in, or any addition to, other benefits to which any of its employees or directors may be entitled;
- (k) entered into any transaction other than in the ordinary course of business consistent with past practice;
- (l) made any material change in its accounting methods, principles or practices; or
- (m) agreed, whether in writing or orally, to do any of the foregoing.

5.19 Assets. G2BE has good and marketable title to its assets free and clear of Encumbrances, adverse claims, Orders and demands of any nature or kind whatsoever recorded or unrecorded, except as disclosed in Schedule "E".

5.20 Personal Property. Schedule "E" contains a complete and accurate list and summary description of all material equipment, furniture, fixtures and other tangible personal property and assets owned or leased by G2BE or any of its subsidiaries and that are necessary for G2BE's business as presently conducted.

5.21 Intellectual Property Assets. The intellectual property assets of G2BE consist of the following:

- (a) Intellectual Property Assets. The intellectual property assets of G2BE (in this Section 5.21, the "**Intellectual Property Assets**") consist of the following:
  - (i) the URL domain names: g2benergy.biz and g2benergy.com;
  - (ii) its functional business names, trading names, registered and unregistered trademarks, service marks, and applications (in this Section 5.21, collectively, the "**Marks**");

- (iii) its copyrights in both published works and unpublished works (in this Section 5.21, collectively, the "**Copyrights**"); and
  - (iv) its know-how, trade secrets, confidential information, customer lists, software, technical information, data, process technology, plans, drawings, and blue prints owned, used, or licensed by G2BE as licensee or licensor (in this Section 5.21, collectively, the "**Trade Secrets**").
- (b) Intellectual Property and Know-How Necessary for the Business. Except as set forth in Schedule "E" or as otherwise set forth in this Agreement, G2BE or its subsidiaries is the owner of all right, title, and interest in and to each of the Intellectual Property Assets necessary for its business, as presently conducted, free and clear of all Encumbrances, and other adverse claims, and has the right to use without payment to a third party of all the Intellectual Property Assets. No employee, director, officer or shareholder of G2BE or any of its subsidiaries owns directly or indirectly in whole or in part, any Intellectual Property Asset which G2BE or any of its subsidiaries is presently using or which is necessary for the conduct of its business. To the knowledge of G2BE, no employee or contractor of G2BE or any of its subsidiaries has entered into any contract or agreement that restricts or limits in any way the scope or type of work in which the employee may be engaged or requires the employee to transfer, assign, or disclose information concerning his work to anyone other than G2BE or any of its subsidiaries.
- (c) Trademarks. Except as set forth in Schedule "E", G2BE does not currently hold any registered Marks.
- (d) Copyrights. G2BE does not currently hold any registered Copyrights.
- (e) Trade Secrets. Schedule "E" contains a complete and accurate list and summary description of all Trade Secrets. G2BE has taken all reasonable precautions to protect the secrecy, confidentiality, and value of the Trade Secrets. G2BE has good title and an absolute right to use the Trade Secrets. The Trade Secrets are not part of the public knowledge or literature, and to the best knowledge of G2BE, have not been used, divulged, or appropriated either for the benefit of any person or entity or to the detriment of G2BE. No Trade Secret is subject to any adverse claim or has been challenged or threatened in any way.

5.22 Employees and Consultants. Neither G2BE nor any of its subsidiaries has any employees or consultants, except as set forth in Schedule "B". There are no pension, profit sharing, group insurance or similar plans or other deferred compensation plans of any kind whatsoever with respect to the directors, officers or consultants of G2BE or any of its subsidiaries; and there are no labour contracts or collective agreements with respect to any employees of G2BE or its subsidiaries, nor any labour grievance procedures, labour disputes or strikes or union organization campaigns, pending or threatened against G2BE or any of its subsidiaries.

5.23 Real Property. Neither G2BE nor any of its subsidiaries owns any real property. Each of the leases, subleases, claims or other real property interests (in this Section 5.23, collectively, the "**Leases**") to which G2BE or any of its subsidiaries is a party or is bound, as set forth in Schedule "D", is legal, valid, binding, enforceable and in full force and effect in all material

respects. All rental and other payments required to be paid by each of G2BE and its subsidiaries pursuant to any such Leases have been duly paid and no event has occurred which, upon the passing of time, the giving of notice, or both, would constitute a breach or default by any party under any of the Leases. The Leases shall continue to be legal, valid, binding, enforceable and in full force and effect on identical terms following the Closing Date. None of G2BE or any of its subsidiaries has assigned, transferred, conveyed, mortgaged, deeded in trust, or encumbered any interest in the Leases or the leasehold property pursuant thereto.

5.24 Material Contracts. Schedule "F" lists each Material Contract to which G2BE or any of its subsidiaries is a party, with the exception of this Agreement and the agreements contemplated hereby. Each Material Contract is in full force and effect, and there exists no material breach or violation of or default by G2BE or any of its subsidiaries under any Material Contract, or any event that with notice or the lapse of time, or both, shall create a material breach or violation thereof or default under any Material Contract by G2BE or any of its subsidiaries. The continuation, validity, and effectiveness of each Material Contract shall in no way be affected by the consummation of the Share Exchange contemplated by this Agreement. There exists no actual or threatened termination, cancellation, or limitation of, or any amendment, modification, or change to any Material Contract.

5.25 Certain Transactions. Except as otherwise disclosed to Brigade or in connection with guarantees provided by G2BEE pursuant to loan agreements with Novar M. Romanowski J. Romanowska Spółka Jawna and Szymon Romanowski dated September 9, 2016, neither G2BE nor any of its subsidiaries is a guarantor or indemnitor of any indebtedness of any third party, including any person, firm or corporation.

5.26 Compliance with Laws. Except with respect to matters relating to the environment or Environmental Laws, which are addressed in Section 5.16, each of G2BE and its subsidiaries has complied with and is not in violation of any applicable Laws other than such non-compliance or violations that would not, individually or in the aggregate, have a Material Adverse Effect on G2BE.

5.27 No Option on Assets. No person has any agreement or option or any right or privilege capable of becoming an agreement or option for the purchase from G2BE or any of its subsidiaries of any of the material assets of G2BE or any of its subsidiaries.

5.28 Restrictions on Business Activities. Neither G2BE nor any of its subsidiaries is a party to or bound by any non-competition agreement or any other agreement, obligation, judgment, injunction, Order or decree that purports to:

- (a) limit the manner or the localities in which all or any material portion of the business of G2BE or any of its subsidiaries is conducted;
- (b) limit any business practice of G2BE or any of its subsidiaries in any material respect; or
- (c) restrict any acquisition or disposition of any property by G2BE or any of its subsidiaries in any material respect.

5.29 No Brokers. G2BE has not incurred any independent obligation or liability to any party for any brokerage fees, agent's commissions, or finder's fees in connection with the Share

Exchange contemplated by this Agreement.

5.30 No Shareholdings in Brigade. G2BE does not, legally or beneficially, own, directly or indirectly, any securities of Brigade and does not have any right, agreement or obligation to purchase any securities of Brigade or any securities or obligations of any kind convertible into or exchangeable for any securities of Brigade, except as otherwise set forth in this Agreement.

5.31 Expropriation. No property or asset of G2BE or any of its subsidiaries has been taken or expropriated by any Governmental Entity and no notice or proceeding in respect of any such expropriation has been given or commenced and, to the knowledge of G2BE, there is no intent or proposal to give any such notice or commence any such proceeding.

5.32 Right to Use Personal Information. All personal information in the possession of G2BE has been collected, used and disclosed in compliance with all applicable privacy Laws in those jurisdictions in which G2BE or any of its subsidiaries is deemed by operation of law in those jurisdictions, to conduct its business. G2BE has disclosed to Brigade all contracts and facts concerning the collection, use, retention, destruction and disclosure of personal information, and there are no other contracts, or facts which, on completion of the transactions contemplated by this Agreement, would restrict or interfere with the use of any personal information by G2BE in the operation of its business as conducted by G2BE before the Closing. There are no claims pending or, to the knowledge of G2BE, threatened, with respect to G2BE's collection, use or disclosure of personal information.

5.33 Completeness of Disclosure. No representation or warranty by G2BE in this Agreement nor any certificate, schedule, statement, document or instrument furnished or to be furnished to Brigade pursuant hereto contains or shall contain any untrue statement of a material fact or omits or shall omit to state a material fact required to be stated herein or therein or necessary to make any statement herein or therein not materially misleading.

## **ARTICLE 6 REPRESENTATIONS AND WARRANTIES OF BRIGADE**

Brigade hereby represents and warrants to G2BE and the Shareholders and acknowledges that G2BE and the Shareholders are relying upon such representations and warranties in connection with the execution, delivery and performance of this Agreement, notwithstanding any investigation made by or on behalf of G2BE or the Shareholders, as follows:

6.1 Organization and Good Standing. Each of Brigade and its subsidiaries is a corporation duly organized, validly existing and in good standing under the laws of its jurisdiction of organization, including as such requirements relate to the holding of annual meetings of shareholders, and has the requisite corporate power and authority to own, lease and to carry on its business as now being conducted. Each of Brigade and its subsidiaries is registered, licensed or otherwise qualified in each jurisdiction where the nature of the business or the location or character of the property and assets owned or leased by it requires it to be so registered, licensed or otherwise qualified, other than those jurisdictions where the failure to be so registered, licensed or otherwise qualified would not have a Material Adverse Effect on Brigade.

6.2 Authority, Execution and Delivery.

(a) Brigade has all requisite corporate power and authority to execute and deliver this



Agreement and any other document contemplated by this Agreement (collectively, the "**Brigade Documents**") to be executed by Brigade and to perform its obligations hereunder and to consummate the transactions contemplated hereby.

- (b) The execution and delivery of each of the Brigade Documents by Brigade and the consummation of the transactions contemplated hereby have been duly authorized by Brigade's board of directors. No other corporate or securityholder proceedings on the part of Brigade or its subsidiaries are necessary to authorize the execution and delivery of such documents or to consummate the transactions contemplated hereby. This Agreement has been, and the other Brigade Documents when executed and delivered by Brigade as contemplated by this Agreement shall be, duly executed and delivered by Brigade and this Agreement is, and the other Brigade Documents when executed and delivered by Brigade as contemplated hereby shall be, valid and binding obligations of Brigade enforceable in accordance with their respective terms except as limited by: (i) applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of creditors' rights generally; (ii) laws relating to the availability of specific performance, injunctive relief, or other equitable remedies; and (iii) as limited by public policy.

6.3 Share Capital and Capitalization. As of the date hereof, the authorized share capital of Brigade consists of an unlimited number of Brigade Common Shares, of which there are 6,570,400 Brigade Common Shares issued and outstanding. All of the issued and outstanding Brigade Common Shares have been duly authorized, are validly issued, were not issued in violation of any pre-emptive rights and are fully paid and non-assessable, are not subject to pre-emptive rights and were issued in full compliance with the laws of its jurisdiction of organization and Brigade's notice of articles and articles. With the exception of 2,238,400 Brigade Warrants, there are no outstanding options, warrants, subscriptions, conversion rights, or other rights, agreements, or commitments obligating Brigade to issue any additional Brigade Common Shares, or any other securities convertible into, exchangeable for, or evidencing the right to subscribe for or acquire from Brigade any Brigade Common Shares. There are no agreements purporting to restrict the transfer of the Brigade Common Shares, no voting agreements, shareholders' agreements, voting trusts, or other arrangements restricting or affecting the voting of the Brigade Common Shares.

6.4 Reporting Issuer Status. Brigade is (i) a reporting issuer (within the meaning of Applicable Securities Laws) in the Provinces of British Columbia and Alberta (collectively, the "**Qualifying Jurisdictions**"); and (ii) is not in default of any of the requirements of the Applicable Securities Laws of the Qualifying Jurisdictions.

6.5 No Cease Trade. Brigade is not subject to any cease trade or other order of any applicable stock exchange or Securities Authority and, to the knowledge of Brigade, no investigation or other proceedings involving Brigade that may operate to prevent or restrict trading of any securities of Brigade are currently in progress or pending before any applicable stock exchange or Securities Authority.

6.6 Directors and Officers. The duly elected or appointed directors and the duly appointed officers of Brigade are as listed on Schedule "C".

6.7 Corporate Records. The corporate records of each of Brigade and its subsidiaries, as required to be maintained by it pursuant to the laws of its jurisdiction of organization, are accurate, complete and current in all material respects, and the minute books of each of Brigade and its subsidiaries are, in all material respects, correct and contain all material records required by the laws of such jurisdiction in regards to all proceedings, consents, actions and meetings of the shareholders and the board of directors of each of Brigade and its subsidiaries.

6.8 Subsidiaries. Except as set forth in Schedule "I", Brigade does not have any subsidiaries or agreements of any nature to acquire any subsidiary or to acquire or lease any other business operations.

6.9 Non-Contravention. Neither the execution, delivery and performance of this Agreement, nor the consummation of the Share Exchange, shall:

- (a) conflict with, result in a violation of, cause a default under (with or without notice, lapse of time or both) or give rise to a right of termination, amendment, cancellation or acceleration of any obligation contained in, or the loss of any material benefit under, or result in the creation of any Encumbrance upon any of the material properties or assets of Brigade or any of its subsidiaries under any term, condition or provision of any loan or credit agreement, note, debenture, bond, mortgage, indenture, lease or other agreement, instrument, permit, license, judgment, order, decree, statute, law, ordinance, rule or regulation applicable to Brigade or any of its subsidiaries or any of their respective material property or assets;
- (b) violate any provision of the notice of articles or articles of Brigade or any of its subsidiaries, or any applicable laws; or
- (c) violate any Order, writ, injunction, decree, statute, rule, or regulation of any court or Governmental Entity applicable to Brigade or any of its subsidiaries or any of their respective material property or assets,

in each case, which would, individually or in the aggregate, have a Material Adverse Effect on Brigade.

6.10 Validity of Brigade Common Shares Issuable to Shareholders. The Brigade Common Shares to be issued to the Shareholders in connection with the transactions contemplated hereby shall be issued as fully paid and non-assessable Brigade Common Shares, free and clear of any and all Encumbrances, except those imposed pursuant to the escrow restrictions of the CSE or Applicable Securities Laws.

6.11 Litigation. To the knowledge of Brigade, there is no claim, charge, arbitration, grievance, action, suit, investigation or proceeding by or before any court, arbiter, administrative agency or other Governmental Entity now pending or, to the knowledge of Brigade, threatened against Brigade or any of its subsidiaries, which involves any of the business, or the properties or assets of Brigade or any of its subsidiaries that, if adversely resolved or determined, would, individually or in the aggregate, have a Material Adverse Effect on Brigade. Nor is Brigade aware of any reasonable basis for any claim or action that, based upon the likelihood of its being asserted and its success if asserted, would, individually or in the aggregate, have a Material Adverse Effect on Brigade.

6.12 Compliance.

- (a) To the knowledge of Brigade, each of Brigade and its subsidiaries is in compliance with, is not in default or violation in any material respect under, and has not been charged with or received any notice at any time of any material violation of any statute, law, ordinance, regulation, rule, decree or other applicable regulation to the business or operations of Brigade or any of its subsidiaries;
- (b) To the knowledge of Brigade, neither Brigade nor any of its subsidiaries is subject to any judgment, Order or decree entered in any lawsuit or proceeding applicable to its business and operations that would, individually or in the aggregate, have a Material Adverse Effect on Brigade;
- (c) Each of Brigade and its subsidiaries has duly filed all reports and returns required to be filed by it with Governmental Entities and has obtained all governmental permits and other governmental consents, except as may be required after the execution of this Agreement. All of such permits and consents are in full force and effect, and no proceedings for the suspension or cancellation of any of them, and no investigation relating to any of them, is pending or to the knowledge of Brigade, threatened, and none of them shall be affected in a material adverse manner by the consummation of the Share Exchange; and
- (d) Each of Brigade and its subsidiaries has operated in material compliance with all laws, rules, statutes, ordinances, orders and regulations applicable to its business. Neither of Brigade nor any of its subsidiaries has received any notice of any violation thereof, nor is Brigade aware of any valid basis therefore.

6.13 Consents, Filings and Approvals. No consent, approval, order or authorization of, or declaration or filing with, any Governmental Entity or other person is required to be obtained by Brigade or any of its subsidiaries, if applicable, in connection with the execution and delivery of this Agreement or the consummation by Brigade of the transactions contemplated hereby other than:

- (a) filings with and approvals by the Securities Authorities; and
- (b) any other consents, approvals, Orders, authorizations, declarations or filings which, if not obtained, would not, individually or in the aggregate, have a Material Adverse Effect on Brigade.

6.14 No Default. None of Brigade or any of its subsidiaries is in default under, and, there exists no event, condition or occurrence which, after notice or lapse of time or both, would constitute a default by Brigade or any of its subsidiaries under, any Contract of Brigade or any of its subsidiaries, agreement, licence, permit or other instrument that is material to the conduct of the business of Brigade or any of its subsidiaries to which any of them is a party or by which any of them is bound or subject to that would, individually or in the aggregate, have a Material Adverse Effect on Brigade. No party to any Contract of Brigade or any of its subsidiaries has given written notice to Brigade or any of its subsidiaries of or made a claim against Brigade or any of its subsidiaries with respect to any breach or default thereunder, in any such case in which such breach or default constitutes a Material Adverse Effect on Brigade.

6.15 Securities Filing. All documents previously published or filed by Brigade with the Securities Authorities in the Qualifying Jurisdictions (the "**Brigade Public Record**") contain no untrue statement of a material fact as at the date thereof nor do they omit to state a material fact which, at the date thereof, was required to have been stated or was necessary to prevent a statement that was made from being false or misleading in the circumstances in which it was made and were prepared in accordance with and comply with Applicable Securities Laws of the Qualifying Jurisdictions and Brigade is not in default of its filings under, nor has it failed to file or publish any document required to be filed or published under Applicable Securities Laws of the Qualifying Jurisdictions, except for the filing of any report of exempt distribution required by NI 45-106 in relation to any financing conducted in connection with the Share Exchange. Brigade has not filed any confidential material change or other report or other document with any Securities Authorities or stock exchange or other self-regulatory authority which at the date hereof remains confidential.

6.16 Financial Representations. Included with the Brigade Public Record are true, correct, and complete copies of audited balance sheets for Brigade dated March 31, 2016 (the "**Brigade Accounting Date**"), together with the auditor's report thereon, and unaudited balance sheets for Brigade for the six months ended December 31, 2016, together with related statements of income, cash flows, and changes in shareholder's equity for such fiscal years and the interim period then ended (collectively, the "**Brigade Financial Statements**"). The Brigade Financial Statements:

- (a) are in accordance with the books and records of Brigade;
- (b) present fairly the financial condition of Brigade as of the respective dates indicated and the results of operations for such periods; and
- (c) have been prepared in accordance with IFRS.

Brigade has not received any advice or notification from its auditors that Brigade has used any improper accounting practice that would have the effect of not reflecting or incorrectly reflecting in the Brigade Financial Statements or the books and records of Brigade, any properties, assets, Liabilities, revenues or expenses. The books, records, and accounts of Brigade accurately and fairly reflect, in reasonable detail, the assets and Liabilities of Brigade and its subsidiaries. Neither Brigade nor any of its subsidiaries has engaged in any transaction, maintained any bank account, or used any funds of Brigade, except for transactions, bank accounts and funds which have been and are reflected in the normally maintained books and records of Brigade and its subsidiaries.

6.17 Absence of Undisclosed Liabilities. Except for legal and accounting costs incurred in connection with the Share Exchange, which shall be paid in full by Brigade prior to Closing, neither Brigade nor any of its subsidiaries has any Liabilities or obligations either direct or indirect, matured or unmatured, absolute, contingent or otherwise that individually exceed \$5,000, which:

- (a) have not heretofore been paid or discharged;
- (b) did not arise in the regular and ordinary course of business under any agreement, contract, commitment, lease or plan specifically disclosed in writing to G2BE; or
- (c) have not been incurred in amounts and pursuant to practices consistent with past

business practice, in or as a result of the regular and ordinary course of its business since the date of the last Brigade Financial Statements.

6.18 Insurance. Brigade maintains policies of insurance in amounts and in respect of such risks as are normal and usual for companies of a similar size and business and such policies are in full force and effect as of the date hereof.

6.19 Environmental. To the knowledge of Brigade:

- (a) Brigade and its subsidiaries are in compliance in all material respects with Environmental Laws;
- (b) Brigade and its subsidiaries have operated their respective businesses at all times and have received, handled, used, stored, treated, shipped and disposed of all contaminants without violation of Environmental Laws;
- (c) there is no material claim or judicial or administrative proceeding which may affect either Brigade or any of its subsidiaries, or any of the properties or assets of Brigade or any of its subsidiaries relating to or alleging any violation of Environmental Laws;
- (d) Brigade and its subsidiaries hold all licences, permits and approvals required under Environmental Laws in connection with the operation of their respective businesses as presently conducted and the ownership and use of their respective assets, other than those which the failure to hold would not reasonably be expected to have a Material Adverse Effect on Brigade; and
- (e) neither Brigade or any of its subsidiaries nor any of their respective assets is the subject of any investigation, evaluation, audit or review not in the ordinary and regular course of business by any Governmental Entity to determine whether any violation of Environmental Laws has occurred or is occurring, and neither Brigade nor any of its subsidiaries is subject to any known environmental Liabilities.

6.20 Tax Matters.

- (a) As of the date hereof:
  - (i) each of Brigade and its subsidiaries has timely filed all Tax Returns in connection with any Taxes which are required to be filed on or prior to the date hereof, taking into account any extensions of the filing deadlines which have been validly granted to them; and
  - (ii) all such Tax Returns are true and correct in all material respects;
- (b) Each of Brigade and its subsidiaries has paid all Taxes that have become or are due with respect to any period ended on or prior to the date hereof;
- (c) Neither Brigade nor any of its subsidiaries is presently under, and has received notice of, any contemplated investigation or audit by the Canada Revenue Agency

or the Internal Revenue Service or any foreign or state taxing authority concerning any fiscal year or period ended prior to the date hereof;

- (d) All Taxes required to be withheld on or prior to the date hereof from employees of each of Brigade and its subsidiaries for income taxes, social security taxes, unemployment taxes and other similar withholding taxes have been properly withheld and, if required on or prior to the date hereof, have been deposited with the appropriate Governmental Entity; and
- (e) To the knowledge of Brigade, the Brigade Financial Statements contain full provision for all Taxes, including any deferred Taxes, that may be assessed to each of Brigade and its subsidiaries for the accounting period ended on the Brigade Accounting Date or for any prior period in respect of any transaction, event or omission occurring, or any profit earned, on or prior to the Brigade Accounting Date or for any profit earned by each of Brigade and its subsidiaries on or prior to the Brigade Accounting Date or for which any of Brigade and its subsidiaries is accountable up to such date and all contingent Liabilities for Taxes have been provided for or disclosed in the Brigade Financial Statements.

6.21 Absence of Changes. Since the Brigade Accounting Date, except as disclosed in the Brigade Public Record or as contemplated herein, neither Brigade nor any of its subsidiaries has:

- (a) incurred any Liabilities, discharged or satisfied any Encumbrance, or paid any Liabilities, other than in the ordinary course of business consistent with past practice, or failed to pay or discharge when due any Liabilities of which the failure to pay or discharge has caused or shall cause, individually or in the aggregate, a Material Adverse Effect on Brigade;
- (b) incurred or suffered a Material Adverse Change;
- (c) sold, encumbered, assigned or transferred any material fixed assets or properties;
- (d) created, incurred, assumed or guaranteed any indebtedness for money borrowed, or mortgaged, pledged or subjected any of its material assets or properties to any Encumbrance of any nature whatsoever;
- (e) made or suffered any amendment or termination of any Material Contract to which it is a party or by which it is bound, or cancelled, modified or waived any substantial debts or claims held by it or waived any rights of substantial value, other than in the ordinary course of business;
- (f) declared, set aside or paid any dividend or made or agreed to make any other distribution or payment in respect of its capital shares or redeemed, purchased or otherwise acquired or agreed to redeem, purchase or acquire any of its capital shares or equity securities;
- (g) suffered any damage, destruction or loss, whether or not covered by insurance, that materially and adversely affects its business, operations, assets, properties or prospects;

- (h) received notice or had knowledge of any actual or threatened labour trouble, termination, resignation, strike or other occurrence, event or condition of any similar character, which has had or might have, individually or in the aggregate, a Material Adverse Effect on Brigade;
- (i) made commitments or agreements for capital expenditures or capital additions or betterments;
- (j) other than in the ordinary course of business, increased the salaries or other compensation of, or made any advance (excluding advances for ordinary and necessary business expenses) or loan to, any of its employees or directors or made any increase in, or any addition to, other benefits to which any of its employees or directors may be entitled;
- (k) entered into any transaction other than in the ordinary course of business consistent with past practice;
- (l) made any material change in its accounting methods, principles or practices; or
- (m) agreed, whether in writing or orally, to do any of the foregoing.

6.22 Assets. Brigade has good and marketable title to its assets free and clear of Encumbrances, adverse claims, Orders and demands of any nature or kind whatsoever recorded or unrecorded, except as disclosed in the Brigade Public Record.

6.23 Personal Property. There are material equipment, furniture, fixtures and other tangible personal property and assets owned or leased by Brigade or any of its subsidiaries and that are necessary for Brigade's business as presently conducted, except as disclosed in the Brigade Public Record.

6.24 Employees and Consultants. Neither Brigade nor any of its subsidiaries has any employees or consultants, except as set forth in Schedule "C". There are no pension, profit sharing, group insurance or similar plans or other deferred compensation plans of any kind whatsoever with respect to the directors, officers or consultants of Brigade or any of its subsidiaries; and there are no labour contracts or collective agreements with respect to any employees of Brigade or any of its subsidiaries, nor any labour grievance procedures, labour disputes or strikes or union organization campaigns, pending or threatened against Brigade or any of its subsidiaries.

6.25 Real Property. Neither Brigade nor any of its subsidiaries owns any real property. Each of the leases, subleases, claims or other real property interests (in this Section 6.25, collectively, the "**Leases**") to which Brigade or any of its subsidiaries is a party or is bound, as set forth in the Brigade Public Record, are legal, valid, binding, enforceable and in full force and effect in all material respects. All rental and other payments required to be paid by each of Brigade and its subsidiaries pursuant to any such Leases have been duly paid and no event has occurred which, upon the passing of time, the giving of notice, or both, would constitute a breach or default by any party under any of the Leases. The Leases shall continue to be legal, valid, binding, enforceable and in full force and effect on identical terms following the Closing Date. None of Brigade or any of its subsidiaries has assigned, transferred, conveyed, mortgaged, deeded in trust, or encumbered any interest in the Leases or the leasehold property pursuant thereto.

6.26 Material Contracts. Schedule "G" lists each Material Contract to which Brigade or any of its subsidiaries is a party, with the exception of this Agreement and the agreements contemplated hereby. Each Material Contract is in full force and effect, and there exists no material breach or violation of or default by Brigade or any of its subsidiaries under any Material Contract, or any event that with notice or the lapse of time, or both, shall create a material breach or violation thereof or default under any Material Contract by Brigade or any of its subsidiaries. The continuation, validity, and effectiveness of each Material Contract shall in no way be affected by the consummation of the Share Exchange contemplated by this Agreement. There exists no actual or threatened termination, cancellation, or limitation of, or any amendment, modification, or change to any Material Contract.

6.27 Certain Transactions. Neither Brigade nor any of its subsidiaries is a guarantor or indemnitor of any indebtedness of any third party, including any person, firm or corporation.

6.28 Compliance with Laws. Except with respect to matters relating to the environment or Environmental Laws, which are addressed in Section 6.19, each of Brigade and its subsidiaries has complied with and is not in violation of any applicable Laws other than such non-compliance or violations that would not, individually or in the aggregate, have a Material Adverse Effect on Brigade.

6.29 No Option on Assets. No person has any agreement or option or any right or privilege capable of becoming an agreement or option for the purchase from Brigade or any of its subsidiaries of any of the material assets of Brigade or any of its subsidiaries.

6.30 Restrictions on Business Activities. Neither Brigade nor any of its subsidiaries is a party to or bound by any non-competition agreement or any other agreement, obligation, judgment, injunction, Order or decree that purports to:

- (a) limit the manner or the localities in which all or any material portion of the business of Brigade or any of its subsidiaries is conducted;
- (b) limit any business practice of Brigade or any of its subsidiaries in any material respect; or
- (c) restrict any acquisition or disposition of any property by Brigade or any of its subsidiaries in any material respect.

6.31 No Brokers. Brigade has not incurred any obligation or liability to any party for any brokerage fees, agent's commissions, or finder's fees in connection with the Share Exchange contemplated by this Agreement.

6.32 Application of Takeover Protections. Brigade and its board of directors have taken all necessary action, if any, in order to render inapplicable any control share acquisition, business combination, poison pill (including any distribution under a rights agreement) or other similar anti-takeover provision under Brigade's articles or notice of articles (or similar charter documents) or the laws of its jurisdiction of incorporation that is or could become applicable to Brigade as a result of the transactions under this Agreement or the exercise of any rights pursuant to this Agreement.

6.33 No Commission Enquiries. Except as otherwise disclosed to G2BE in writing, neither



Brigade nor any of its past or present officers or directors is the subject of any formal or informal inquiry or investigation by any Securities Authority. Brigade currently does not have any outstanding comment letters or other correspondences from any Securities Authority.

6.34 No Liabilities. On Closing, none of Brigade or any of its subsidiaries shall have any direct, indirect or contingent liabilities outstanding.

6.35 Money Laundering. The operations of each of Brigade and its subsidiaries are, and have been, conducted at all times in compliance with applicable financial recordkeeping and reporting requirements of the money laundering statutes in all applicable jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any Governmental Entity (in this Section 6.35, collectively, the "**Money Laundering Laws**") and no action, suit or proceeding by or before any court, Governmental Entity or non-governmental authority involving Brigade or any of its subsidiaries with respect to the Money Laundering Laws is, to the knowledge of Brigade, pending or threatened.

6.36 Review of Agreements. Brigade has been provided with copies of all material agreements in Schedule "F". Brigade has reviewed all such agreements and acknowledges such agreements are satisfactory for Brigade's needs to continue the business.

6.37 No Shareholdings in G2BE. Brigade does not, legally or beneficially, own, directly or indirectly, any securities of G2BE and does not have any right, agreement or obligation to purchase any securities of G2BE or any securities or obligations of any kind convertible into or exchangeable for any securities of G2BE, except as otherwise set forth in this Agreement.

6.38 Expropriation. No property or asset of Brigade or any of its subsidiaries, has been taken or expropriated by any Governmental Entity and no notice or proceeding in respect of any such expropriation has been given or commenced and, to the knowledge of Brigade, there is no intent or proposal to give any such notice or commence any such proceeding.

6.39 Right to Use Personal Information. All personal information in the possession of Brigade has been collected, used and disclosed in compliance with all applicable privacy Laws in those jurisdictions in which Brigade or any of its subsidiaries is deemed by operation of law in those jurisdictions, to conduct its business. Brigade has disclosed to G2BE all contracts and facts concerning the collection, use, retention, destruction and disclosure of personal information, and there are no other contracts, or facts which, on completion of the transactions contemplated by this Agreement, would restrict or interfere with the use of any personal information by Brigade in the operation of its business as conducted by Brigade before the Closing. There are no claims pending or, to the knowledge of Brigade, threatened, with respect to Brigade's collection, use or disclosure of personal information.

6.40 Completeness of Disclosure. No representation or warranty by Brigade in this Agreement nor any certificate, schedule, statement, document or instrument furnished or to be furnished to G2BE pursuant hereto contains or shall contain any untrue statement of a material fact or omits or shall omit to state a material fact required to be stated herein or therein or necessary to make any statement herein or therein not materially misleading.

## ARTICLE 7 CLOSING CONDITIONS

7.1 Conditions Precedent to Closing by G2BE and the Shareholders. The obligation of G2BE and the Shareholders to consummate the Share Exchange is subject to the satisfaction or written waiver of the conditions set forth below by a date mutually agreed upon by Brigade and G2BE in writing. The Closing of the Share Exchange shall be deemed to mean a waiver of all conditions to Closing. These conditions precedent are for the benefit of G2BE and the Shareholders and may be waived by G2BE (on its own behalf and behalf of the Shareholders) in its discretion.

- (a) Representations and Warranties. The representations and warranties of Brigade set forth in this Agreement shall be true, correct and complete in all respects as of the Closing Date, as though made on and as of the Closing Date and Brigade shall have delivered to G2BE a certificate dated the Closing Date, to the effect that the representations and warranties made by Brigade in this Agreement are true and correct.
- (b) Performance. All of the covenants and obligations that Brigade is required to perform or to comply with pursuant to this Agreement at or prior to Closing shall have been performed and complied with in all material respects. Brigade shall have delivered each of the documents required to be delivered by it pursuant to this Agreement.
- (c) Share Exchange Documents. This Agreement, the Brigade Documents and all other documents necessary or reasonably required to consummate the Share Exchange, all in form and substance reasonably satisfactory to G2BE, shall have been executed and delivered by Brigade.
- (d) Third Party Consents. G2BE shall have received duly executed copies of all third party consents, permits, authorizations and approvals of any Governmental Entity or person or entity contemplated by this Agreement, in the form and substance reasonably satisfactory to G2BE.
- (e) Property Option Agreements. Brigade shall have terminated and extinguished all of its obligations and liabilities under all of its existing mineral property option agreements, including option agreements in respect of the Surprise Lake, Joyce River, Brooks Lake, Boyer Lake, and Paterson Lake properties, as applicable, and shall have provided evidence of same to G2BE and delivered all such further documents and instruments and done all such acts and things as G2BE may determine, acting reasonably, in connection with said terminations.
- (f) Financing. The Financing shall have closed; provided that such closing may be concurrent with Closing, and Brigade shall have received the funds pursuant to the Financing.
- (g) Forward Stock-Split. G2BE having received CSE approval, if applicable, for and completing a forward stock-split (the "**G2BE Forward Stock-Split**") of its issued and outstanding G2BE Common Shares immediately prior to the Closing on the basis of one (old G2BE Common Share) for two (new G2BE Common Shares);

- (h) CSE Listing. Brigade making application to, and obtaining conditional approval from, the CSE for the initial listing of the Brigade Common Shares concurrently with the Closing.
- (i) No Material Adverse Change. None of Brigade or any of its subsidiaries shall have incurred or suffered a Material Adverse Change since the date of this Agreement until Closing.
- (j) No Action. No suit, action, or proceeding shall be pending or threatened which would:
  - (i) prevent the consummation of any of the transactions contemplated by this Agreement; or
  - (ii) cause the Share Exchange to be rescinded following consummation.
- (k) Outstanding Securities. Immediately prior to the Closing, Brigade shall have no more than (i) 6,570,400 Brigade Common Shares; (ii) no options; and (iii) 2,238,400 Brigade Warrants issued and outstanding, excluding the Brigade Common Shares and the Brigade Warrants to be issued in connection with the Financing.
- (l) Due Diligence Review of Financial Statements. G2BE and its accountants shall be reasonably satisfied with their due diligence investigation and review of the Brigade Financial Statements, the Brigade Public Record, and the contents thereof, prepared in accordance with IFRS.
- (m) Due Diligence Generally. G2BE and its solicitors shall be reasonably satisfied with their due diligence investigation of Brigade that is reasonable and customary in a transaction of a similar nature to that contemplated by the Share Exchange, including:
  - (i) a review of materials, documents and information in the possession and control of Brigade and the Shareholders which are reasonably germane to the Share Exchange;
  - (ii) a physical inspection of the assets of Brigade by G2BE or its representatives; and
  - (iii) an examination of title to the material assets of Brigade and its subsidiaries.
- (n) Resignations. G2BE shall have received the written resignation from Glenn Little and Bao Huo as officers of Brigade and Jon Sherron and Brian Thurston as directors of Brigade, effective as of the Closing Date, in form and substance reasonably satisfactory to G2BE.

7.2 Conditions Precedent to Closing by Brigade. The obligation of Brigade to consummate the Share Exchange is subject to the satisfaction or written waiver of the conditions set forth below by a date mutually agreed upon by Brigade and G2BE in writing. The Closing of the Share Exchange contemplated by this Agreement shall be deemed to mean a waiver of all

conditions to Closing. These conditions precedent are for the benefit of Brigade and may be waived by Brigade in its sole discretion.

- (a) Representations and Warranties. The representations and warranties of G2BE and the Shareholders set forth in this Agreement shall be true, correct and complete in all respects as of the Closing Date, as though made on and as of the Closing Date and G2BE shall have delivered to Brigade a certificate dated as of the Closing Date, to the effect that the representations and warranties made by G2BE in this Agreement are true and correct.
- (b) Performance. All of the covenants and obligations that G2BE and the Shareholders are required to perform or to comply with pursuant to this Agreement at or prior to Closing shall have been performed and complied with in all material respects.
- (c) Share Exchange Documents. This Agreement, the G2BE Documents and all other documents necessary or reasonably required to consummate the Share Exchange, all in form and substance reasonably satisfactory to Brigade, shall have been executed and delivered to Brigade.
- (d) Third Party Consents. Brigade shall have received duly executed copies of all third party consents, permits, authorizations and approvals of any Governmental Entity or person or entity contemplated by this Agreement, in the form and substance reasonably satisfactory to Brigade.
- (e) Escrow Agreement. The Shareholders, who after Closing and at the time of the application by Brigade for the initial listing of its common shares on the CSE shall be Related Persons of Brigade, shall have entered into the Escrow Agreement and shall have been duly deposited the Escrowed Securities with the Escrow Agent to hold such Escrowed Securities in accordance with the terms of the Escrow Agreement.
- (f) No Material Adverse Change. None of G2BE or any of its subsidiaries shall have incurred or suffered a Material Adverse Change since the date of this Agreement until Closing.
- (g) No Action. No suit, action, or proceeding shall be pending or threatened which would:
  - (i) prevent the consummation of any of the transactions contemplated by this Agreement; or
  - (ii) cause the Share Exchange to be rescinded following consummation.
- (h) Outstanding Shares. On the Closing Date, G2BE shall have no more than 47,000,002 G2BE Common Shares issued and outstanding.
- (i) Due Diligence Review of Financial Statements. Brigade and its accountants shall be reasonably satisfied with their due diligence investigation and review of the G2BE Financial Statements, prepared in accordance with IFRS.

- (j) Due Diligence Generally. Brigade and its solicitors shall be reasonably satisfied with their due diligence investigation of G2BE that is reasonable and customary in a transaction of a similar nature to that contemplated by the Share Exchange, including:
  - (i) a review of materials, documents and information in the possession and control of G2BE and the Shareholders which are reasonably germane to the Share Exchange;
  - (ii) a physical inspection of the assets of G2BE by Brigade or its representatives; and
  - (iii) an examination of title to the material assets of G2BE and its subsidiaries.
- (k) Compliance with Securities Laws. Brigade shall have received evidence satisfactory to Brigade that the Brigade Common Shares issuable in the Share Exchange shall be issuable in reliance upon an exemption from the prospectus and registration requirements of the Securities Act.

## **ARTICLE 8 ADDITIONAL COVENANTS OF THE PARTIES**

8.1 Access and Investigation. Between the date of this Agreement and the Closing Date, G2BE, on the one hand, and Brigade, on the other hand, shall, and shall cause each of their respective representatives to:

- (a) afford the other and its representatives full and free access to its personnel, properties, assets, contracts, books and records, and other documents and data;
- (b) furnish the other and its representatives with copies of all such contracts, books and records, and other existing documents and data as required by this Agreement and as the other may otherwise reasonably request; and
- (c) furnish the other and its representatives with such additional financial, operating, and other data and information as the other may reasonably request.

All of such access, investigation and communication by each of Brigade and G2BE and each of their respective representatives shall be conducted during normal business hours and in a manner designed not to interfere unduly with the normal business operations of the other. Each of Brigade and G2BE shall instruct its auditors to co-operate with the other party and its representatives in connection with such investigations.

8.2 Confidentiality. All information regarding the business of G2BE including, without limitation, financial information that G2BE provides to Brigade during Brigade's due diligence investigation of G2BE shall be kept in strict confidence by Brigade and shall not be used (except in connection with due diligence), dealt with, exploited or commercialized by Brigade or disclosed to any third party (other than Brigade's professional accounting and legal advisors) without the prior written consent of G2BE. If the Share Exchange contemplated by this Agreement does not proceed for any reason, then upon receipt of a written request from G2BE, Brigade shall immediately return to G2BE (or as directed by G2BE) any information received

regarding G2BE's business. Likewise, all information regarding the business of Brigade including, without limitation, financial information that Brigade provides to G2BE during G2BE's due diligence investigation of Brigade shall be kept in strict confidence by G2BE and shall not be used (except in connection with due diligence), dealt with, exploited or commercialized by G2BE or disclosed to any third party (other than G2BE's professional accounting and legal advisors) without the prior written consent of Brigade. If the Share Exchange contemplated by this Agreement does not proceed for any reason, then upon receipt of a written request from Brigade, G2BE shall immediately return to Brigade (or as directed by Brigade) any information received regarding Brigade' business.

8.3 Notification. Between the date of this Agreement and the Closing Date, each of the Parties shall promptly notify the other Parties in writing if it becomes aware of any fact or condition that causes or constitutes a material breach of any of its representations and warranties, had such representation or warranty been made as of the time of occurrence or discovery of such fact or condition. Should any such fact or condition require any change in the schedules relating to such Party, such Party shall promptly deliver to the other Parties a supplement to the schedules specifying such change. During the same period, each Party shall promptly notify the other Parties of the occurrence of any material breach of any of its covenants in this Agreement or of the occurrence of any event that may make the satisfaction of such conditions impossible or unlikely.

8.4 Exclusivity. Until such time, if any, as this Agreement is terminated pursuant to this Agreement, G2BE and Brigade shall not, directly or indirectly, solicit, initiate, entertain or accept any inquiries or proposals from, discuss or negotiate with, provide any non-public information to, or consider the merits of any unsolicited inquiries or proposals from, any person or entity relating to any transaction involving the sale of the business or assets (other than in the ordinary course of business), or any of the capital stock of G2BE or Brigade, as applicable, or any merger, consolidation, business combination, or similar transaction other than as contemplated by this Agreement.

8.5 Conduct of G2BE and Brigade Business Prior to Closing. From the date of this Agreement to the Closing Date, and except to the extent that Brigade otherwise consents in writing, G2BE shall operate its business substantially as presently operated and only in the ordinary course and in compliance with all applicable Laws, and use its best efforts to preserve intact its good reputation and present business organization and to preserve its relationships with persons having business dealings with it. Likewise, from the date of this Agreement to the Closing Date, and except to the extent that G2BE otherwise consents in writing, Brigade shall operate its business substantially as presently operated and only in the ordinary course and in compliance with all applicable Laws, and use its best efforts to preserve intact its good reputation and present business organization and to preserve its relationships with persons having business dealings with it.

8.6 Certain Acts Prohibited – G2BE. Except as expressly contemplated by this Agreement or for purposes in furtherance of this Agreement, between the date of this Agreement and the Closing Date, G2BE shall not, without the prior written consent of Brigade:

- (a) amend its notice of articles, articles or other constating documents;
- (b) incur any liability or obligation other than in the ordinary course of business or

encumber or permit the encumbrance of any properties or assets of G2BE except in the ordinary course of business;

- (c) dispose of or contract to dispose of any G2BE property or assets, including the Intellectual Property Assets, except in the ordinary course of business consistent with past practice;
- (d) issue, deliver, sell, pledge or otherwise encumber or subject to any lien any G2BE Common Shares, or any rights, warrants or options to acquire, any such shares, voting securities or convertible securities;
- (e) with a exception of the G2BE Forward Stock-Split:
  - (i) declare, set aside or pay any dividends on, or make any other distributions in respect of the G2BE Common Shares; or
  - (ii) split, combine or reclassify any G2BE Common Shares or issue or authorize the issuance of any other securities in respect of, in lieu of or in substitution for shares of G2BE Common Shares; or
- (f) materially increase benefits or compensation expenses of G2BE, other than as contemplated by the terms of any employment agreement in existence on the date of this Agreement, increase the cash compensation of any director, executive officer or other key employee or pay any benefit or amount not required by a plan or arrangement as in effect on the date of this Agreement to any such person.

8.7 Certain Acts Prohibited - Brigade. Except as expressly contemplated by this Agreement, between the date of this Agreement and the Closing Date, Brigade shall not, without the prior written consent of G2BE:

- (a) amend its notice of articles, articles or other constating documents;
- (b) incur any liability or obligation or encumber or permit the encumbrance of any properties or assets of Brigade except in the ordinary course of business consistent with past practice;
- (c) dispose of or contract to dispose of any Brigade property or assets except in the ordinary course of business consistent with past practice;
- (d) issue, deliver, sell, pledge or otherwise encumber or subject to any lien any shares of the Brigade Common Shares, or any rights, warrants or options to acquire, any such shares, voting securities or convertible securities, except for the issuance of equity securities and common share purchase warrants in connection with the Financing;
- (e) with the exception of the Financing and the Brigade Common Shares and Brigade Warrants to be issued in connection therewith:
  - (i) declare, set aside or pay any dividends on, or make any other distributions in respect of the Brigade Common Shares, or

- (ii) split, combine or reclassify any Brigade Common Shares or issue or authorize the issuance of any other securities in respect of, in lieu of or in substitution for shares of Brigade Common Shares; or
- (f) materially increase benefits or compensation expenses of Brigade, other than as contemplated by the terms of any employment agreement in existence on the date of this Agreement, increase the cash compensation of any director, executive officer or other key employee or pay any benefit or amount not required by a plan or arrangement as in effect on the date of this Agreement to any such person.

8.8 Public Announcements. Brigade and G2BE each agree that they shall not release or issue any reports or statements or make any public announcements relating to this Agreement or the Share Exchange contemplated herein without the prior written consent of the other, except as may be required upon written advice of counsel to comply with applicable Laws or regulatory requirements after consulting with the other Party hereto and seeking their reasonable consent to such announcement.

8.9 Name Change. Brigade and G2BE each agree that Brigade shall change its name to a name mutually acceptable to G2BE and Brigade within 60 days of the Closing Date.

8.10 Brigade Board of Directors. The current directors of Brigade shall adopt resolutions appointing two nominees of G2BE, namely Slawomir Smulewicz and Michael Young to the board of directors of Brigade and shall accept the resignation of Brian Thurston, which appointments and resignation shall be effective on Closing. Brigade shall prepare and make all required filings under the BCBCA and Applicable Securities Laws in connection with the change of directors.

8.11 Brigade Officers. The current directors of Brigade shall adopt resolutions appointing the following nominees of G2BE as officers of Brigade, namely, Slawomir Smulewicz (as President and Chief Executive Officer) and Michael Young (as Chief Operating Officer and VP Corporate Development), and shall accept the resignation of Glenn Little (as Chief Executive Officer) and Bao Huo (as Chief Financial Officer), which appointments and resignations shall be effective on Closing.

## **ARTICLE 9 CLOSING**

9.1 Closing. The Closing shall take place on the Closing Date at the offices of the lawyers for Brigade or at such other location as agreed to by Brigade and G2BE. Notwithstanding the location of the Closing, each of Brigade and G2BE agrees that the Closing may be completed by the exchange of undertakings between the respective legal counsel for Brigade and G2BE, provided such undertakings are satisfactory to each Party's respective legal counsel.

9.2 Closing Deliveries of G2BE and the Shareholders. At Closing, G2BE and the Shareholders shall deliver or cause to be delivered the following, fully executed and in form and substance reasonably satisfactory to Brigade:

- (a) copies of all resolutions and/or consent actions adopted by or on behalf of the board of directors of G2BE evidencing approval of this Agreement and the Share Exchange;



- (b) if any of the Shareholders appoint any person, by power of attorney or equivalent, to execute this Agreement or any other agreement, document, instrument or certificate contemplated by this Agreement, on behalf of the Shareholder, a valid and binding power of attorney or equivalent from such Shareholder;
- (c) share certificates representing the G2BE Common Shares, as required by Section 3.6;
- (d) all certificates and other documents required by Section 7.2, including a certificate of an officer of G2BE, dated as of Closing, certifying that:
  - (i) each covenant and obligation of G2BE has been complied with; and
  - (ii) each representation, warranty and covenant of G2BE is true and correct at Closing as if made on and as of Closing;
- (e) the G2BE Documents and any other necessary documents, each duly executed by G2BE, as required to give effect to the Share Exchange;
- (f) a copy of the Escrow Agreement, executed by the applicable parties thereto;
- (g) consents to act as a director and/or officer of Brigade, as applicable, from each of Slawomir Smulewicz and Michael Young;
- (h) all accounting and financial information of G2BE, including the G2BE Financial Statements; and
- (i) the minute books of G2BE, all corporate records and the corporate seal, if applicable.

9.3 Closing Deliveries of Brigade. At Closing, Brigade shall deliver or cause to be delivered the following, fully executed and in the form and substance reasonably satisfactory to G2BE:

- (a) copies of all resolutions and/or consent actions adopted by or on behalf of the board of directors of Brigade evidencing approval of this Agreement and the Share Exchange;
- (b) reasonable evidence of the closing of the Financing, provided that such closing may be concurrent with Closing;
- (c) the certificates representing the Brigade Common Shares, as required by Section 3.1 to the extent the securities evidenced by same are not otherwise subject to the Escrow Agreement;
- (d) all certificates and other documents required by Section 7.1, including a certificate of an officer of Brigade, dated as of Closing, certifying that:
  - (i) each covenant and obligation of Brigade has been complied with; and
  - (ii) each representation, warranty and covenant of Brigade is true and correct at Closing as if made on and as of Closing;

- (e) the resolutions required to effect the changes contemplated in Sections 8.10 and 8.11;
- (f) the resignations as director and/or officer, as applicable, from each of Glenn Little, Bao Huo, Jon Sherron and Brian Thurston; and
- (g) the Brigade Documents and any other necessary documents, each duly executed by Brigade, as required to give effect to the Share Exchange.

9.4 Additional Closing Delivery of Brigade. At Closing, Brigade shall deliver or cause to be delivered the share certificates representing the Brigade Common Shares.

## **ARTICLE 10 TERMINATION**

10.1 Termination. This Agreement may be terminated at any time prior to the Closing Date by:

- (a) mutual agreement of Brigade and G2BE;
- (b) Brigade, if there has been a material breach by any of the Shareholders or G2BE of any representation, warranty, covenant or agreement set forth in this Agreement that is not cured by the breaching Party, to the reasonable satisfaction of Brigade, within 10 business days after notice of such breach is given by Brigade (except that no cure period shall be provided for a breach by the Shareholders or G2BE that by its nature cannot be cured);
- (c) G2BE, if there has been a material breach by Brigade of any representation, warranty, covenant or agreement set forth in this Agreement that is not cured by Brigade, to the reasonable satisfaction of G2BE, within 10 business days after notice of such breach is given by G2BE (except that no cure period shall be provided for a breach by Brigade that by its nature cannot be cured);
- (d) Brigade or G2BE, if the Share Exchange contemplated by this Agreement has not been consummated prior to June 30, 2017, unless Brigade and G2BE agree to extend such date in writing; or
- (e) Brigade or G2BE, if any permanent injunction or other Order of a Governmental Entity preventing the consummation of the Share Exchange contemplated by this Agreement, which injunction or Order has become final and non-appealable.

10.2 Effect of Termination. In the event of the termination of this Agreement as provided in Section 10.1, this Agreement shall be of no further force and effect; provided, however, that no termination of this Agreement shall relieve any Party of liability for any breaches of this Agreement that are based on a wrongful refusal or failure to perform any obligations.

## **ARTICLE 11 INDEMNIFICATION; SURVIVAL**

11.1 Agreement of G2BE to Indemnify. G2BE shall indemnify, defend, and hold harmless, to the full extent of the law, Brigade from, against, and in respect of any and all Losses asserted

against, relating to, imposed upon, or incurred by Brigade by reason of, resulting from, based upon or arising out of:

- (a) the breach by G2BE of any representation or warranty of G2BE contained in or made pursuant to this Agreement, any G2BE Document or any certificate or other instrument delivered pursuant to this Agreement; or
- (b) the breach or partial breach by G2BE of any covenant or agreement of G2BE made in or pursuant to this Agreement, any G2BE Document or any certificate or other instrument delivered pursuant to this Agreement.

11.2 Agreement of the Shareholders to Indemnify. Each Shareholder shall indemnify, defend, and hold harmless, to the full extent of the law, Brigade from, against, and in respect of any and all Losses asserted against, relating to, imposed upon, or incurred by Brigade by reason of, resulting from, based upon or arising out of:

- (a) any breach by the Shareholder of Section 3.5;
- (b) the breach by the Shareholder of any representation or warranty of the Shareholder contained in or made pursuant to this Agreement or any certificate or other instrument delivered pursuant to this Agreement; or
- (c) the breach or partial breach by the Shareholder of any covenant or agreement made in or pursuant to this Agreement.

11.3 Agreement of Brigade to Indemnify. Brigade shall indemnify, defend, and hold harmless, to the full extent of the law, G2BE and the Shareholders from, against, for, and in respect of any and all Losses asserted against, relating to, imposed upon, or incurred by G2BE and the Shareholders by reason of, resulting from, based upon or arising out of:

- (a) the breach by Brigade of any representation or warranty of Brigade contained in or made pursuant to this Agreement, any Brigade Document or any certificate or other instrument delivered pursuant to this Agreement; or
- (b) the breach or partial breach by Brigade of any covenant or agreement of Brigade made in or pursuant to this Agreement, any Brigade Document or any certificate or other instrument delivered pursuant to this Agreement.

11.4 Survival of Representations and Warranties. Each Party is entitled to rely on the representations, warranties and agreements of each of the other Parties and all such representations, warranties and agreements shall be effective regardless of any investigation that any Party has undertaken or failed to undertake. Unless otherwise stated in this Agreement, and except for instances of fraud, the representations, warranties, indemnities and agreements contained herein shall survive the Closing Date and continue in full force and effect until two (2) years after the Closing Date.

## **ARTICLE 12 MISCELLANEOUS PROVISIONS**

12.1 Independent Legal Advice. With respect to the preparation of this Agreement and the

rights and obligations herein, each of the Parties acknowledges and agrees that Lotz & Company has acted as counsel only to G2BE, that all other Parties to this Agreement acknowledge and confirm that they have been advised to seek, and have sought or have otherwise waived, independent legal advice with respect to this Agreement and the documents delivered pursuant thereto and that Lotz & Company is not protecting the rights and interests of any other Party to this Agreement.

12.2 Entire Agreement. This Agreement, the schedules attached hereto and the other documents provided in connection with the Share Exchange contain the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior arrangements and understandings, both written and oral, expressed or implied, with respect thereto. Any preceding correspondence or offers are expressly superseded and terminated by this Agreement. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the Parties other than as expressly set forth in this Agreement.

12.3 Further Assurances. Each of the Parties from time to time shall execute and deliver all such further documents and instruments and do all acts and things as the other Parties may, either before or after the Closing Date, reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

12.4 Time of the Essence. Time shall be of the essence of this Agreement.

12.5 Amendments and Waiver. No modification of or amendment to this Agreement shall be valid or binding unless set forth in writing and duly executed by all of the Parties. No waiver of any breach of any term or provision of this Agreement shall be effective or binding unless made in writing and signed by the Party purporting to give the same and, unless otherwise provided, shall be limited to the specific breach waived.

12.6 Assignment. This Agreement may not be assigned by any Party without the written consent of the other Parties.

12.7 Severability. Should any part of this Agreement be declared or held invalid for any reason, such invalidity shall not affect the validity of the remainder which shall continue in full force and effect and be construed as if this Agreement had been executed without the invalid portion and it is hereby declared the intention of the Parties that this Agreement would have been executed without reference to any portion which may, for any reason, be hereafter declared or held invalid.

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

12.9 Expenses. Each of the Parties shall bear its respective legal costs incurred in connection with the preparation, execution and performance of this Agreement and the Share Exchange contemplated hereby.

12.10 Notices. All notices and other communications required or permitted under this Agreement shall be in writing and shall be deemed given if sent by personal delivery, faxed with electronic confirmation of delivery, internationally-recognized express courier or registered or certified mail (return receipt requested), postage prepaid, to the Parties at the following addresses

(or at such other address for a Party as shall be specified by like notice):

If to Brigade:

Brigade Resource Corp.  
2502 – 1211 Melville Street  
Vancouver, British Columbia, V6E 0A7

Attention: Glenn Little, CEO  
Facsimile: (778) 372-1732

If to G2BE or to any of the Shareholders:

Green 2 Blue Energy Corp.  
1518 – 800 West Pender Street  
Vancouver, British Columbia, V6C 2V6

Attention: Slawomir Smulewicz, President and CEO  
With a copy (which shall not constitute notice) to:

Lotz & Company  
415 - 1040 West Georgia Street  
Vancouver, British Columbia, V6E 4H1

Attention: Jonathan Lotz  
Facsimile: (604) 699-0112

All such notices and other communications shall be deemed to have been received in the case of personal delivery, on the date of such delivery; in the case of a fax, when the Party sending such fax has received electronic confirmation of its delivery; in the case of delivery by internationally-recognized express courier, on the business day following dispatch; and in the case of mailing, on the fifth Business Day following mailing. If the Party giving any demand, notice or other communication knows or ought reasonably to know of any difficulties with the postal system that might affect the delivery of mail, any such demand, notice or other communication may not be mailed but shall be given by personal delivery or by electronic communication.

12.11 Governing Law and Attornment. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein. Each Party irrevocably consents to the non-exclusive jurisdiction and venue of the courts located at Vancouver, British Columbia with respect to any claim, action or proceeding arising out of or in connection with this Agreement or the transactions contemplated hereby.

12.12 Counterparts. This Agreement may be executed in several counterparts and evidenced by a facsimile copy of an original execution page bearing the signature of each Party, each of which when so executed shall be deemed to be an original, and such counterparts or facsimile copies thereof together shall comprise one and the same instrument and, notwithstanding their date of execution, shall be deemed to bear the date as of the date above written.

*[Remainder of page intentionally left blank; signature page to follow]*

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first above written.

**BRIGADE:**

**BRIGADE RESOURCE CORP.**

Per:

"Glenn Little"  
Authorized Signatory  
Name: Glenn Little  
Title: Chief Executive Officer

**G2BE:**

**GREEN 2 BLUE ENERGY CORP.**

Per:

"Slawomir Smulewicz"  
Authorized Signatory  
Name: Slawomir Smulewicz  
Title: President and Chief Executive Officer

**SHAREHOLDERS:**

**0960017 B.C. LTD**

Per:

"Slawomir Strojnowski"  
Authorized Signatory  
Name (Print): Slawomir Strojnowski  
Title (Print): Director

WITNESSED BY:

\_\_\_\_\_)  
Name \_\_\_\_\_)  
Address \_\_\_\_\_)  
\_\_\_\_\_)  
Occupation \_\_\_\_\_)

"Thomas Alexiou"  
**THOMAS ALEXIOU**

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"Jeff Allison"  
**JEFF ALLISON**

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"Manjit Kauk Athwal"  
**MANJIT KAUK ATHWAL**

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"Michal Bienkowski"  
**MICHAL BIENKOWSKI**

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"Stuart Canavor"  
**STUART CANAVOR**

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"Stuart Davidson"  
**STUART DAVIDSON**

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"Wojtek Franciszek Dlugozima"  
**WOJTEK FRANCISZEK DLUGOZIMA**

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"Anna Feglarska"  
**ANNA FEGLERSKA**

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"Zbigniew Jerzy Fraszka"  
**ZBIGNIEW JERZY FRASZKA**



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*"Andrzej Goszczynski"*  
**ANDRZEJ GOSZCZYNSKI**

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*"Kai Frank Hensler"*  
**KAI FRANK HENSLER**

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*"Nikol A.M. Hensler"*  
**NIKOL A. M. HENSLER**

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*"Camilla G. Hetherington"*  
**CAMILLA G. HETHERINGTON**

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"Jerzy Hinc"  
**JERZY HINC**

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"Maria Holuszko"  
**MARIA HOLUSZKO**

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"Franciszek Kiedrowski"  
**FRANCISZEK KIEDROWSKI**

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"Dariusz Niebrzydowski"  
**DARIUSZ NIEBRZYDOWSKI**

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\_\_\_\_\_) *"Robert Olszak"*  
**ROBERT OLSZAK**

**OUR WORLD HOLDINGS LTD.**

Per: \_\_\_\_\_  
*"Richard Skujins"*  
Authorized Signatory  
Name (Print): Richard Skujins  
Title (Print): President

WITNESSED BY: )  
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\_\_\_\_\_) *"Daniel Polus"*  
**DANIEL POLUS**

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\_\_\_\_\_) *"Robert Rons"*  
**ROBERT RONS**

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"James Ross"  
**JAMES ROSS**

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"Ping Shen"  
**PING SHEN**

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"Husseni Shivji"  
**HUSSEIN SHIVJI**

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"Alvin Singgih"  
**ALVIN SINGGIH**

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*"Richard Skujins"*  
**RICHARD SKUJINS**

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*"Joanna Smulewicz"*  
**JOANNA SMULEWICZ**

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*"Slawmoir Smulewicz"*  
**SLAWOMIR SMULEWICZ**

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*"Anthony V. Spinelli"*  
**ANTHONY V. SPINELLI**

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\_\_\_\_\_) *"Vincent Spinelli"*  
\_\_\_\_\_) **VINCENT SPINELLI**

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Address )  
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Occupation )

\_\_\_\_\_) *"Slawomir Jan Strojnowski"*  
\_\_\_\_\_) **SLAWOMIR JAN STROJNOWSKI**

WITNESSED BY: )  
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Name )  
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Address )  
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Occupation )

\_\_\_\_\_) *"Amir Sunarko"*  
\_\_\_\_\_) **AMIR SUNARKO**

WITNESSED BY: )  
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Address )  
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\_\_\_\_\_)  
Occupation )

\_\_\_\_\_) *"Paul Ten-Pow"*  
\_\_\_\_\_) **PAUL TEN-POW**

**TOTAL INVESTMENT HOLDINGS LTD.**

Per:

"Totalpro Nominees Ltd"

Authorized Signatory

Name (Print): Totalpro Nominees Ltd

Title (Print): Director

WITNESSED BY:

\_\_\_\_\_)  
\_\_\_\_\_)  
Name \_\_\_\_\_)  
\_\_\_\_\_)  
Address \_\_\_\_\_)  
\_\_\_\_\_)  
\_\_\_\_\_)  
Occupation \_\_\_\_\_)

"Miroslaw Trzeciakowski"

**MIROSLAW TRZECIAKOWSKI**

WITNESSED BY:

\_\_\_\_\_)  
\_\_\_\_\_)  
Name \_\_\_\_\_)  
\_\_\_\_\_)  
Address \_\_\_\_\_)  
\_\_\_\_\_)  
\_\_\_\_\_)  
Occupation \_\_\_\_\_)

"George Tsiropoulos"

**GEORGE TSIROPOULOS**

WITNESSED BY:

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Name \_\_\_\_\_)  
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Address \_\_\_\_\_)  
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Occupation \_\_\_\_\_)

"Jeremy Turnill"

**JEREMY TURNILL**

WITNESSED BY: )  
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 Name )  
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 Address )  
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 Occupation )

"Robin Turnill"  
**ROBIN TURNILL**

WITNESSED BY: )  
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 Address )  
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 Occupation )

"Asgar Virji"  
**ASGAR VIRJI**

**WESTERN GRINDER INC.**

Per:

"John Bevilacqua"  
 Authorized Signatory  
 Name (Print): John Bevilacqua  
 Title (Print): Owner

WITNESSED BY: )  
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 Name )  
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 Address )  
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 Occupation )

"Bozena Wojcik"  
**BOZENA WOJCIK**



WITNESSED BY: )  
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Name )  
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Address )  
\_\_\_\_\_)  
\_\_\_\_\_)  
Occupation )

"Sevag Yeterian"  
**SEVAG YETERIAN**

WITNESSED BY: )  
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\_\_\_\_\_)  
Name )  
\_\_\_\_\_)  
Address )  
\_\_\_\_\_)  
\_\_\_\_\_)  
Occupation )

"Michael Young"  
**MICHAEL YOUNG**

**SCHEDULE "A"**

**G2BE Shareholders**

**SCHEDULE "B"**

**G2BE Directors, Officers, Employees and Consultants**

**SCHEDULE "C"**

**Brigade Directors, Officers, Employees and Consultants**

**SCHEDULE "D"**

**G2BE Liabilities, Leases, Subleases, Claims, Capital Expenditures,  
Taxes and Other Property Interests**

**SCHEDULE "E"**

**G2BE Assets - Personal and Intellectual Property**

**SCHEDULE "F"**  
**G2BE Material Contracts**

**SCHEDULE "G"**

**Brigade Material Contracts**



**SCHEDULE "H"**  
**G2BE Subsidiaries**

**SCHEDULE "I"**  
**Brigade Subsidiaries**

**SCHEDULE "J"**

**U.S. ACCREDITED INVESTOR CERTIFICATE**