

COURT NO. VLC-S-B-200297
ESTATE NO. 11-2651572
VANCOUVER REGISTRY



IN THE SUPREME COURT OF BRITISH COLUMBIA

IN BANKRUPTCY AND INSOLVENCY

**IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*,
R.S.C. 1985, C. B-3, AS AMENDED**

AND

**IN THE MATTER OF THE BANKRUPTCY OF
*LEFT TECHNOLOGIES INC.***

FIRST REPORT TO COURT

January 22, 2021

**IN THE MATTER OF THE BANKRUPTCY OF
LEFT TECHNOLOGIES INC.**

FIRST REPORT TO COURT

TABLE OF CONTENTS

I.	INTRODUCTION AND PURPOSE OF THE REPORT	1
II.	BACKGROUND	1
III.	SALES PROCESS	3
IV.	CONCLUSION AND RECOMMENDATION	8

APPENDICES

- A. Notice of Intention to Make a Proposal dated June 11, 2020**
- B. Certificate of Assignment dated August 26, 2020**
- C. Trustee's Report to Creditors dated September 15, 2020**
- D. Accepted offer from 1263356 B.C. Ltd. dated January 15, 2021**

I. INTRODUCTION AND PURPOSE OF THE REPORT

Introduction

1. On June 11, 2020, Left Technologies Inc. (the “**Company**” or “**Left Technologies**”) filed a Notice of Intention (“**NOI**”) to Make a Proposal with the Office of the Superintendent of Bankruptcy.
2. On August 26, 2020, the Company was deemed to make an assignment into bankruptcy.
3. The Bowra Group Inc. was named as the Licensed Insolvency Trustee (the “**Trustee**”) in the NOI and its appointment affirmed at the first meeting of creditors in the bankruptcy.
4. A copy of the Certificate of Filing of a Notice of Intention to Make a Proposal is attached as **Appendix A**.

Purpose of the Report

5. The purpose of this report is to:
 - i. Provide the Court with an update on the results of the sales process conducted by the Trustee; and,
 - ii. To request the Court’s approval of the sale of the Company’s assets to 1263356 B.C. Ltd. (“**126 BC**”). Court approval is required under section 30(4) of the *Bankruptcy and Insolvency Act* as certain shareholders of 126 BC are former directors and officers of the Company.

II. BACKGROUND

6. The Company commenced operations in 2010 as Left of the Dot Media Inc. and changed its name to Left Technologies Inc. in January 2019.
7. The Company is a technology firm based in Maple Ridge, British Columbia that’s primary business is to connect travelers seeking vacation rental accommodations through a

number of different websites. The Company has four wholly owned subsidiaries (collectively referred to as the “**Left Group**”):

- i. Left Travel Inc. (“**LTI**”);
 - ii. RightMesh AG (“**RightMesh**”);
 - iii. Left Technologies International Ltd. (“**International**”); and,
 - iv. TeeTimes.net Golf Reservations Inc. (“**TeeTimes.net**”).
8. LTI operates an online platform to connect travelers seeking vacation rental properties with travel booking websites such as Booking.com and the Expedia Group (“**Travel Sellers**”). In addition, LTI uses its own proprietary websites to monetize online travel bookings. LTI collects commissions after the traveler completes their stay.
9. RightMesh, International, and TeeTimes.net are inactive companies.
10. The Company supplied the intellectual property and staffing for the activities of its subsidiary companies. The Company’s primary source of revenue are management fees charged to LTI.
11. The Company’s records listed unsecured liabilities of approximately \$7.8 million and no secured creditors as at the date of bankruptcy.
12. In March 2020, a Travel Seller that represented approximately 50% of LTI’s commission revenues, retroactively changed their payment terms from commissions being paid at the time of booking to commissions being paid after the stay was completed. Accordingly, LTI’s revenue became subject to vacation cancellation risk and cash inflow was deferred until booked stays were completed.
13. As a result of COVID-19:
- i. Commissions receivable on new bookings of LTI dropped from \$3.6 million in February 2020 to less than \$3,000 from April 1, 2020 to May 31, 2020;
 - ii. Management estimates that \$2.8 million worth of commissions that were booked prior to March 11, 2020 were cancelled due to COVID-19; and,
 - iii. Cash collections for the April to June 2020 period were approximately 90% lower than the cash collected for the same period in 2019.

14. The Company became financial distressed and was unable to repay their debts as they became due. On June 11, 2020, the Company filed a Notice of Intention to Make a Proposal (“**NOI**”) in an attempt to restructure the business.
15. The Trustee filed a report with this Court in support of an extension of the stay of proceedings under the NOI. On July 10, 2020, the Company was granted a 45-day extension to file a proposal to August 25, 2020.
16. Management was not able to restructure the business nor able to obtain additional financing prior to the expiration of the August 25, 2020 stay of proceedings. As a result, Management believed the Company was no longer viable.
17. On August 26, 2020, the Company did not seek an extension of the stay of proceedings and did not file a proposal to its creditors. Accordingly, the Company was deemed to have made an assignment into bankruptcy. A copy of the Certificate of Assignment is attached as **Appendix B**.
18. The Bowra Group Inc. was affirmed as the Trustee of the Company by the creditors at the first meeting of creditors held on September 15, 2020.
19. A copy of the Trustee’s report to creditors that was distributed at the first meeting of creditors is attached as **Appendix C**.

III. SALES PROCESS

Assets for Sale

20. The management team of LTI continued to operate the business while the Trustee conducted a sales process for the assets of Left Technologies, including the shares of LTI. The management team worked with the Trustee, including assisting with the sales process.
21. The assets of the Company include:
 - i. Shares of the wholly owned operating subsidiary, LTI;

- ii. Inter-company receivable due from LTI to Left Technologies of approximately \$4.1 million;
- iii. 24 website domain names;
- iv. 2 trademarks;
- v. 3 patents;
- vi. RightMesh technology; and,
- vii. Approximately 58 million RightMesh cryptocurrency tokens.

Inter-company receivable

22. At the date of bankruptcy, there was approximately \$7.4 million owing from LTI to the Company ("**Inter-Co Receivable**"). Accordingly, the Trustee marketed the assets to include the Inter-Co Receivable due to Left Technologies as part of the assets for sale in order to be able to sell the shares of LTI.
23. From November 24, 2020 to January 15, 2021 LTI paid the Trustee \$3.3 million as a payment towards the Inter-Co Receivable.
24. Pursuant to the asset purchase agreement ("**APA**"), as part of a sale transaction, the Trustee will be paid all funds in LTI's bank accounts on the day prior to completion of the sale, to be credited to the Inter-Co Receivable and for the benefit of the estate.
25. The Trustee has offered all of the assets of the Company for sale.

Sales Process

26. The Trustee conducted a tender bid sales process, which was approved by the Inspector of the bankrupt estate.
27. The Trustee established the following key dates for the sales process:
 - i. Sales process commencement date – November 2, 2020;
 - ii. Due diligence period for prospective purchasers – November 2, 2020 to January 8, 2021;
 - iii. Bid deadline – January 8, 2021;

- iv. Bid review, selection of the winning bidder, and obtain Inspector approval – January 9, 2020 to January 15, 2021; and,
 - v. Court approval - February 1, 2021 to February 12, 2021.
28. The Trustee performed the following during the sales process:
- i. Compiled a list of 70 prospective purchasers. These prospective purchasers were identified by the Trustee, with the assistance of management, the directors, and discussions with travel sellers and industry professionals;
 - ii. Prepared a sales teaser letter which was sent out to all prospective purchasers beginning November 2, 2020.
 - iii. Advertised the opportunity to purchase the assets of the Company in the following:
 - National Post Business section on November 7, 2020;
 - TechCrunch.com for the period November 9, 2020 to December 5, 2020, there were 375,000 online impressions; and,
 - Weekly from November 9, 2020 to January 4, 2021 in the Insolvency Insider which is a weekly insolvency publication emailed out to 6,500 subscribers.
 - iv. Compiled financial information and documents for the virtual data room;
 - v. Received 11 executed non-disclosure agreements (“NDA’s”) from prospective purchasers and provided them with access to the data room;
 - vi. Numerous follow up discussions and correspondence with 25 prospective purchasers; and,
 - vii. Numerous discussions and correspondence with 11 parties that were granted access to the data room to assist them with their due diligence.

Summary of Sales Process Results

29. The Trustee received two offers to purchase all of the assets of the Company. Both offers were received from 126 BC, which is a company controlled by two former directors of Left Technologies. No other offers were received.
30. The offers received were for all of the assets of the Company as follows:

- i. Offer for \$525,000 plus taxes; and,
 - ii. Offer for \$575,000 plus taxes. The offer contained an adjustment date of January 25, 2021 for the cash in LTI's bank accounts to be paid towards the Inter-Co Receivable upon the closing the sale transaction.
31. The Trustee accepted the \$575,000 offer (the "**Accepted Offer**") as it eliminates the risk that LTI has negative cash flow. LTI is forecast to have negative cash flow of \$21,000 and \$23,000 for January and February 2021, respectively.
32. The Trustee has received Inspector approval of the Accepted Offer, subject to Court approval.
33. A copy of the Accepted Offer is attached as **Appendix D**.

The Accepted Offer

34. The Inspector approved the Accepted Offer of \$575,000 plus taxes from 126 BC.
35. Certain shareholders and directors of 126 BC are shareholders and former directors of the Company. Therefore the Trustee is required under section 30(4) of the *Bankruptcy and Insolvency Act* to seek and obtain Court approval of this offer.
36. The Accepted Offer provides for the purchase of the Company's assets on an "as is, where is" basis including:
 - i. The shares of the wholly owned operating subsidiary, LTI;
 - ii. Inter-Co Receivable as at January 25, 2021;
 - iii. Website domain names;
 - iv. Trademarks;
 - v. Patents;
 - vi. RightMesh technology; and,
 - vii. RightMesh cryptocurrency tokens.
37. If approved by the Court, the Accepted Offer will result in the continued operation of LTI, and that may benefit existing creditors for continued services and employment for former and potentially additional employees for LTI and the Company.

Alternatives to the offer

38. The only alternative to accepting and approving the Accepted Offer is to shut down the operations of LTI and collect the outstanding accounts receivable.
39. Management prepared financial statements indicate that LTI has approximately \$900,000 in accounts receivable as at December 31, 2020. The majority of the accounts receivable consist of bookings for future stays are not payable to LTI until the stay is completed, which could be over a 12 month period.
40. The table below is a summary of the Trustee's estimated collection of accounts receivable in a low and high recovery scenario for LTI if the operations of LTI were closed down and the accounts receivable was collected over a period of 12 months.

	Low (\$000's)	High (\$000's)
Book value of accounts receivable per F/S	902	902
% of A/R collected	<u>35%</u>	<u>60%</u>
Collection of accounts receivable	<u>316</u>	<u>541</u>
Additional costs:		
Contract employee for 12 months	20	20
Trustee's fees to oversee collection of A/R	<u>25</u>	<u>25</u>
	<u>45</u>	<u>45</u>
Estimated net recovery	<u>271</u>	<u>496</u>

41. The Trustee believes the collection of accounts receivable in a shut down scenario would be difficult for the following reasons:
- i. The Trustee cannot take control of the operating subsidiary unless it takes the necessary steps to bankrupt LTI;
 - ii. It would require existing management to continue to work without the certainty of

employment, which is not realistic as they will seek long term employment elsewhere;

- iii. Future bookings may be cancelled; and,
 - iv. There will be collection issues if the website domains are not properly managed and generating new revenue for the Travel Sellers.
42. Accordingly, the Trustee believes that the Accepted Offer from 126 BC of \$575,000 will result in a higher recovery to creditors than a shut down of the operations and collecting the accounts receivable.
43. The Trustee requests that the Court approve the Accepted Offer from 126 BC for \$575,000.
44. If the Accepted Offer is approved, the Trustee estimates a distribution to the unsecured creditors of approximately \$4 million. This represents an estimated 51% recovery to the unsecured creditors.


IV. CONCLUSION AND RECOMMENDATION

45. The Trustee has completed a sales process that involved contact with 70 potential purchasers, resulting in 11 signed NDA's granting access to the data room.
46. The Trustee has accepted an offer from 126 BC for \$575,000. Court approval of the Offer is required as certain shareholders of 126 BC are former directors of the Company.
47. The Trustee requests that the Court approve the Accepted Offer.
48. The Trustee estimates the distribution to unsecured creditors to be \$4 million, which is an estimated recovery of 51%.

All of which is respectfully submitted to this Honourable Court on the 22nd day of January, 2021.

The Bowra Group Inc.

In its capacity as the Licensed Insolvency Trustee of the bankrupt estate of Left Technologies Inc., and not in its personal capacity.

Per: 

Chris Bowra, CA, CIRP

APPENDIX A

Notice of Intention to Make a Proposal dated June 11, 2020



Industry Canada
Office of the Superintendent
of Bankruptcy Canada

Industrie Canada
Bureau du surintendant
des faillites Canada

District of British Columbia
Division No. 03 - Vancouver
Court No. 11-2651572
Estate No. 11-2651572

In the Matter of the Notice of Intention to make a
proposal of:

LEFT TECHNOLOGIES INC.
Insolvent Person

THE BOWRA GROUP INC.
Licensed Insolvency Trustee

Date of the Notice of Intention: June 11, 2020

CERTIFICATE OF FILING OF A NOTICE OF INTENTION TO MAKE A PROPOSAL
Subsection 50.4 (1)

I, the undersigned, Official Receiver in and for this bankruptcy district, do hereby certify that the aforementioned insolvent person filed a Notice of Intention to Make a Proposal under subsection 50.4 (1) of the *Bankruptcy and Insolvency Act*.

Pursuant to subsection 69(1) of the Act, all proceedings against the aforementioned insolvent person are stayed as of the date of filing of the Notice of Intention.

Date: June 12, 2020, 14:38

E-File/Dépôt Electronique

Official Receiver

300 Georgia Street W, Suite 2000, Vancouver, British Columbia, Canada, V6B6E1, (877)376-9902

Canada

APPENDIX B

Certificate of Assignment dated August 26, 2020



Industry Canada
Office of the Superintendent
of Bankruptcy Canada

Industrie Canada
Bureau du surintendant
des faillites Canada

District of: British Columbia
Division No.: 03 - Vancouver
Court No.: 11-2651572
Estate No.: 11-2651572

In the Matter of the Bankruptcy of:

LEFT TECHNOLOGIES INC.
Debtor

THE BOWRA GROUP INC.
Licensed Insolvency Trustee

Ordinary Administration

Date of bankruptcy:	August 26, 2020	Security: \$0.00
Meeting of creditors:	September 15, 2020, 13:30 Meeting to be conducted via telephone 1-866-261-6767 Passcode: 2372480, British Columbia Canada,	
Chair:	Trustee	Designated person: SIMON GARTH JONES

CERTIFICATE OF ASSIGNMENT - Paragraph 50.4(8)(b.1) of the Act

I, the undersigned, official receiver in and for this bankruptcy district, do hereby certify that:

- a notice of intention in respect of the aforementioned debtor was filed under section 50.4 of the *Bankruptcy and Insolvency Act*;
- the debtor has failed to file a cash-flow statement or a proposal within the provided period following the filing of the notice of intention or within any Court-granted extension and is thereupon deemed to have made an assignment.

The said trustee is required:

- to provide to me, without delay, security in the aforementioned amount;
- to send to all creditors, within five days after the date of the trustee's appointment, a notice of the bankruptcy; and
- when applicable, to call in the prescribed manner a first meeting of creditors, to be held at the aforementioned time and place or at any other time and place that may be later requested by the official receiver.

Date: August 27, 2020

E-File/Dépôt Electronique

Official Receiver

300 Georgia Street W, Suite 2000, Vancouver, British Columbia, Canada, V6B6E1, (877)376-9902

Canada

APPENDIX C

Trustee's Report to Creditors dated September 15, 2020

**IN THE SUPREME COURT OF BRITISH COLUMBIA
IN BANKRUPTCY AND INSOLVENCY**

**IN THE MATTER OF THE BANKRUPTCY OF
LEFT TECHNOLOGIES INC.**

TRUSTEE'S REPORT TO CREDITORS

SEPTEMBER 15, 2020

BACKGROUND

The purpose of this report is to provide preliminary information to creditors of Left Technologies Inc. (the "**Company**" or "**Left**").

The Company commenced operations in 2010 as Left of the Dot Media Inc. and changed its name to Left Technologies Inc. in January 2019.

The Company is a technology firm based in Maple Ridge, British Columbia and has four wholly owned subsidiaries (collectively the "**Left Group**");

- i. Left Travel Inc. ("**LTI**");
- ii. RightMesh AG ("**RightMesh**");
- iii. Left Technologies International Ltd. ("**International**"); and
- iv. TeeTimes.net Golf Reservations Inc. ("**TeeTimes.net**")

LTI, is an operating business that uses an online platform to connect travelers seeking vacation rental properties with travel booking websites such as Airbnb, Booking.com and the Expedia Group ("**Travel Sellers**"). LTI uses its own proprietary websites and advertising with Google and

Microsoft to monetize online travel bookings. The advertising contracts with Google and Microsoft are in the name of the Company and LTI have paid these costs. LTI collects their commission after the traveler completes their vacation. LTI does not collect a commission if the traveler cancels their booking. Google was the primary online advertising platform that generated the online traffic to LTI's websites.

RightMesh, International, and TeeTimes.net are inactive companies.

The Company supplied the intellectual property and staffing for the activities of its subsidiary companies. The Company generated revenue through management fees and cost recoveries charged to LTI.

In March 2020, a Travel Seller that represented approximately 50% of LTI's commission revenues, retroactively changed their payment terms from commissions being paid at the time of booking to commissions being paid after the stay was completed. Accordingly, LTI's revenue became subject to vacation cancellation risk while incurring online booking costs and expenses.

As a result of COVID-19, commissions receivable on new bookings of LTI dropped from \$3.6 million in February 2020 to \$1.8 million in March 2020, and to less than \$3,000 for the two months of April 2020 and May 2020 combined. Management estimates that \$2.8 million worth of commissions that were booked prior to March 11, 2020 were cancelled due to COVID-19. Cash collections for the April 2020 to June 2020 period were approximately 90% lower than the cash collected for the same period in 2019.

The Company was unable to pay the full amounts owing to Google. The Company's debt to Google was in excess of \$7 million by the end of March 2020. The Company ceased using Google for online advertising in March 2020.

In early June 2020, Google advised the Company that they would terminate their agreement with the Company if they were not paid.

On June 11, 2020, the Company filed a Notice of Intention to Make a Proposal ("NOI"). The Bowra Group Inc. was named as the Proposal Trustee under the NOI (the "**Proposal Trustee**").

The Company filed an NOI in an attempt to restructure the business and negotiate an agreement with Google for future services and come to an acceptable preliminary proposal with respect to the payment of arrears. The Company and Google were unable to reach an agreement.

On July 10, 2020, the Company was granted a 45 day extension to file a proposal to August 25, 2020.

In August 2020, Airbnb suspended LTI and other affiliates from earning commissions with respect to Airbnb online bookings.

Based on management's projections Airbnb accounted for two-thirds of LTI's revenue (post NOI filing). Management believed the Company was no longer viable as it was not able to service the pre-NOI debt, negotiate a go forward agreement with Google, and unable to obtain additional financing.

On August 26, 2020, the Company did not seek an extension of the stay of proceedings and did not file a proposal to its creditors. Accordingly, the Company was deemed to have made an assignment into bankruptcy.

FINANCIAL SITUATION

The table below is a summary of the income statements for the past two years and eleven months:

	For the period October 1, 2019 to August 31, 2020 ¹	For the fiscal year ended September 30, 2019 ²	For the fiscal year ended September 30, 2018 ²
	(\$000's)		
Sales	5,335	7,377	7,975
Cost of sales	(2,951)	(6,737)	(7,351)
Gross Profit	<u>2,384</u>	<u>640</u>	<u>624</u>
Operating Expenses	(1,894)	(256)	(501)
Net Income	<u>490</u>	<u>384</u>	<u>123</u>

Notes:
(1) The financial information was prepared by management.
(2) Based on Reviewed financial statements prepared by an external accountant.

Despite earning positive net income for the first eleven months of fiscal 2020, the Company did not have sufficient financial resources to repay its creditors due to the revenue lost as a result of COVID-19 travel cancellations and the end of Airbnb's commission program.

The contract with Google is in the Company's name. LTI uses the Google services and reimburses the Company for the Google costs. LTI is unable to pay the amount owed to Google of \$7 million. Accordingly, the Company has a liability to Google for this amount.

CONSERVATORY AND PROTECTIVE MEASURES

The Company terminated all employees prior to the date of the bankruptcy.

The Trustee is aware of two bank accounts held at TD Canada Trust. The Trustee has suspended the bank accounts and is in the process of transferring the balances to the Trustee's estate bank account.

LTI continues to operate with reduced staff to realize on its commissions earned from completed travel stays.

PRELIMINARY EVALUATION OF ASSETS

The Company's principal assets as at August 26, 2020 are set out below:

	Net Book Value	Estimated Realization
	(\$000's)	
Cash	412	412
Accounts Receivable	78	73
Investments in Subsidiaries	283	Unknown
Intangible Assets	1,014	Unknown
Total	1,787	Unknown

- Cash relates to two bank accounts held with TD Canada Trust. The bank accounts have been suspended.
- Accounts receivable is comprised of funds that are receivable from the Province of BC, and GST tax credits that will be claimed on the next filed return. Since the date of bankruptcy, the Trustee has collected \$73,418 related to accounts receivable.
- Investments in subsidiaries relates to four wholly owned subsidiary companies:
 - i. **LTI** - operates the online travel business with its remaining Travel Sellers. Past and present commissions are subject to cancellation risk and are not receivable until the bookings are completed.
 - ii. **RightMesh AG** - Swiss Corporation that is inactive.
 - iii. **Left Technologies International Ltd.** - Bangladesh subsidiary corporation that is inactive and has no identifiable assets.
 - iv. **TeeTimes.net Golf Reservations Inc.** - inactive and has no identifiable assets.

In addition to the above, the Company owns, directly or indirectly through its subsidiaries, intangible assets comprised of the following:

- Website domain names;
- Patents and programming code;
- Trademarks.

The Trustee believes a sales and investment solicitation process should be conducted with respect to all of the assets of the Company. The Trustee's preliminary estimation of the realization is to be between \$2.45 million and \$2.65 million.

BOOKS AND RECORDS

The Trustee has taken possession of the books and records of the Company and it is in the process of reviewing the financial records available and obtaining additional financial information.

SECURED CREDITORS AND PRIORITY CREDITORS

Royal Bank of Canada ("**RBC**"), has a general security agreement over the assets of the Company. RBC is not owed any monies as at the date of the bankruptcy except for amounts on the Company's credit cards.

The Company has indicated that there are no amounts owing to employees for outstanding wages and vacation pay, however if there are any claims, a portion or all of the employees' claims may rank in priority to the unsecured creditors.

Any amounts owing to CRA for payroll source deductions would be considered a deemed trust claim which ranks ahead of all creditors. The Company records indicate no amounts owing to CRA with respect to employee source deductions.

UNSECURED CREDITORS

The Company's records indicate that there are unsecured creditors with total claims of \$7,824,140.

LEGAL ACTIONS

The Trustee is not aware of any ongoing litigation involving the Company.

REVIEWABLE TRANSACTIONS AND PREFERENCE PAYMENTS

The Trustee has taken possession of certain books and records of the Company and is in the process of obtaining additional records and gathering additional information.

The Trustee has conducted a preliminary review of the information available and has not identified any transactions which could be regarded as preference transactions or transfers at undervalue to date. Further investigations may be conducted which could reveal such transactions.

STATEMENT OF ESTIMATED REALIZATION

The Trustee intends to conduct a sales and investment solicitation process for all the assets of the Company including the shares of its subsidiaries.

The Trustee estimates a recovery of between \$2.45 million and \$2.65 million. This preliminary estimate would realize a recovery of between \$0.30 to \$0.34 to unsecured creditors with claims of \$7,824,140.

We believe that the estimated realizations from the Company's assets will not satisfy the claims of the unsecured creditors, who will suffer a shortfall.

The Bowra Group Inc.

In its capacity as the Licensed Insolvency Trustee of the bankrupt estate of Left Technologies Inc., and not in its personal capacity.



Per:

Mario Mainella, CPA, CA, CIRP

APPENDIX D

Accepted offer from 1263356 B.C. Ltd. dated January 15, 2021

THE BOWRA GROUP INC.,
in its capacity as Licensed Insolvency Trustee in the bankruptcy of LEFT TECHNOLOGIES INC. and not
in its personal capacity or in any other capacity

as Trustee

-and-

1263356 B.C. Ltd.

as Purchaser

ASSET PURCHASE AGREEMENT

January 15, 2021

TABLE OF CONTENTS

ARTICLE 1 INTERPRETATION	4
Section 1.1 Definitions.....	4
Section 1.2 Interpretation Not Affected by Headings, etc.....	5
Section 1.3 General Construction	5
Section 1.4 Extended Meanings.....	6
Section 1.5 Currency.....	6
Section 1.6 Statutes.....	6
Section 1.7 Schedules	6
ARTICLE 2 PURCHASE AND SALE.....	6
Section 2.1 Purchase and Sale of Purchased Assets.....	6
Section 2.2 Excluded Assets	6
Section 2.3 "As is, Where is".....	6
ARTICLE 3 PURCHASE PRICE.....	7
Section 3.1 Purchase Price	7
ARTICLE 4 REPRESENTATIONS AND WARRANTIES.....	7
Section 4.1 Purchaser's Representations.....	7
Section 4.2 Trustee's Representations	8
Section 4.3 Limitations	8
ARTICLE 5 COVENANTS.....	8
Section 5.1 Maintenance of Purchased Assets and Transfer of Permits and Approvals	8
Section 5.2 Actions to Satisfy Closing Conditions	9
Section 5.3 Approval and Vesting Order.....	9
Section 5.4 Confidentiality	9
ARTICLE 6 CONDITIONS PRECEDENT.....	10
Section 6.1 Conditions Precedent in Favour of the Purchaser	10
Section 6.2 Conditions Precedent in Favour of the Trustee.....	10
Section 6.3 Conditions Precedent in Favour of both the Purchaser and the Trustee.....	10
ARTICLE 7 CLOSING	11
Section 7.1 Closing.....	11
Section 7.2 Trustee's Deliveries on Closing.....	11
Section 7.3 Dispute Resolution	11
Section 7.4 Termination.....	11
Section 7.5 Effects of Termination and Closing	12
ARTICLE 8 GENERAL.....	12
Section 8.1 Notice.....	12
Section 8.2 Expenses.....	13
Section 8.3 Time	13
Section 8.4 Survival.....	13

Section 8.5	Benefit of Agreement.....	13
Section 8.6	Entire Agreement.....	13
Section 8.7	Paramourncy.....	14
Section 8.8	Governing Law.....	14
Section 8.9	Assignment by Purchaser.....	14
Section 8.10	Further Assurances.....	14
Section 8.11	Counterparts.....	14
Section 8.12	Severability.....	14
Section 8.13	Trustee's Capacity.....	14
Schedule A - Permitted Encumbrances.....		16
Schedule B - Assets Purchased.....		17

ASSET PURCHASE AGREEMENT

This asset purchase agreement is made as of January 15, 2021, among The Bowra Group Inc., in its capacity as Licensed Insolvency Trustee (the "Trustee") in the bankruptcy of Left Technologies Inc. (the "Company"), and 1263356 B.C. Ltd. (the "Purchaser").

RECITALS:

- A. The Company was deemed to make an assignment in bankruptcy on August 26, 2020. The Bowra Group Inc. was appointed Trustee of the Company.
- B. The Trustee desires to sell, and the Purchaser desires to purchase, the Trustee's right, title and interest in and to the Purchased Assets subject to the terms and conditions set forth in this Agreement.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Trustee and the Purchaser agree as follows:

ARTICLE I INTERPRETATION

Section 1.1 Definitions

In this Agreement and the recitals above, the following terms have the following meanings:

"Adjustments" means the adjustments to the Purchase Price payable by the Purchaser to the Trustee upon Closing, such that:

- (a) all cash deposited into accounts held by or on behalf of Left Travel Inc. from and after the Adjustment Date shall be for the account of the Purchaser and result in a decrease to the Purchase Price; and
- (b) any amounts due or accruing from and after the Adjustment Date in respect of expenses incurred in the ordinary course of business of the Company and Left Travel Inc. shall be for the account of the Trustee and to the extent paid by the Trustee, the Company or Left Travel Inc. shall result in an increase to the Purchase Price.

"Adjustment Date" means January 25, 2021.

"Agreement" means this asset purchase agreement, as amended from time to time.

"Applicable Law" means, in respect of any Person, property, transaction or event, any domestic or foreign statute, law (including the common law), ordinance, rule, regulation, treaty, restriction, regulatory policy, standard, code or guideline, by-law or order, in each case, having the force of law that applies in whole or in part to such Person, property, transaction or event.

"Approval and Vesting Order" means an order of the Court, *inter alia*, approving this Agreement, authorizing the Trustee to complete the Transaction, and vesting in the Purchaser all of the right, title and interest of the Trustee in and to the Purchased Assets free and clear of all Encumbrances other than Permitted Encumbrances.

"Business Day" means a day on which banks are open for business in British Columbia but does not include a Saturday, Sunday or statutory holiday in British Columbia.

"Closing" means the successful completion of the Transaction.

"Closing Date" means the date that is six business days after the acceptance by the Trustee or six business days after an Approval and Vesting Order, if necessary in the circumstances, has been granted, or such other date as agreed to by the Parties.

"Closing Time" means 10:00a.m. (Vancouver time) on the Closing Date.

"Company" has the meaning set forth in the recitals hereto.

"Court" means the Supreme Court of British Columbia, sitting in Vancouver.

"Deposit" has the meaning set forth in Section 3.1(2).

"Encumbrance" means any security interest, lien, claim, charge, hypothec, reservation of ownership, pledge, encumbrance, mortgage, adverse claim or right of a third party of any nature or kind whatsoever and any agreement, option or privilege (whether by law, contract or otherwise) capable of becoming any of the foregoing.

"Governmental Authority" means any domestic or foreign government, whether federal, provincial, state, territorial or municipal, and any governmental agency, ministry, department, court (including the Court), tribunal, commission, stock exchange, bureau, board or other instrumentality exercising or purporting to exercise legislative, judicial, regulatory or administrative functions of, or pertaining to, government or securities market regulation.

"Interim Period" means the period between the date hereof and the Closing Time.

"Outside Date" means March 15, 2021 or such later date as may be agreed by the Parties.

"Party" means the Purchaser or the Trustee and **"Parties"** means, collectively, the Purchaser and the Trustee.

"Permitted Encumbrances" means those encumbrances listed on Schedule A hereto.

"Person" means any individual, partnership, limited partnership, limited liability company, joint venture, syndicate, sole proprietorship, company or corporation with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, Governmental Authority or other entity however designated or constituted.

"Property" has the meaning set forth in the recitals hereto.

"Purchase Price" has the meaning set forth in Section 3.1.

"Purchased Assets" means all of the Trustee's and the Company's right, title and interest in and to the assets, rights, and interests as set out in Schedule "B" attached hereto, which shall comprise those assets defined in Schedule "B" as the Shares, Receivable; IP Assets; Tokens; and Domain Names.

"Purchaser" has the meaning set forth in the recitals hereto.

"Representative" means, in respect of a Party, each director, officer, employee, agent, manager, advisor (whether legal, financial or otherwise), consultant, contractor, assignee and other representative of such Party.

"Transaction" means the transaction of purchase and sale contemplated by this Agreement.

"Transfer Taxes" means all present and future transfer taxes, sales taxes, harmonized sales taxes, use taxes, production taxes, value-added taxes, goods and services taxes, land transfer taxes, registration and recording fees, and any other similar or like taxes and charges imposed by a Governmental Authority in connection with the sale, transfer or registration of the transfer of the Purchased Assets, including all interest, penalties and fines in connection therewith but excluding any taxes imposed or payable under the Income Tax Act and any other applicable income tax legislation.

"Trustee" has the meaning set forth in the recitals hereto.

Section 1.2 Interpretation Not Affected by Headings, etc.

The division of this Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

Section 1.3 General Construction

The terms "this Agreement", "hereof", "herein" and "hereunder" and similar expressions refer to this Agreement and not to any particular section hereof. The expression "Section" or reference to another subdivision followed by a number mean and refer to the specified Section or other subdivision of this Agreement. The language used in this Agreement is the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against either Party.

Section 1.4 Extended Meanings

Words importing the singular include the plural and vice versa and words importing gender include all genders. The term "including" means "including, without limitation" and such terms as "includes" have similar meanings.

Section 1.5 Currency

All references in this Agreement to dollars, monetary amounts or to "\$" are expressed in the lawful currency of Canada unless otherwise specifically indicated.

Section 1.6 Statutes

Except as otherwise provided in this Agreement, any reference in this Agreement to a statute refers to such statute and all rules, and regulations made under it, as it or they may have been or may from time to time be modified, amended or re-enacted.

Section 1.7 Schedules

The following Schedules are incorporated in and form part of this Agreement:

Schedule "A"	Permitted Encumbrances
Schedule "B"	Purchased Assets

**ARTICLE 2
PURCHASE AND SALE**

Section 2.1 Purchase and Sale of Purchased Assets

Subject to the terms and conditions hereof, at the Closing Time, the Trustee hereby agrees to sell, assign and transfer to the Purchaser, and the Purchaser agrees to purchase from the Trustee, the Purchased Assets free and clear of all Encumbrances other than Permitted Encumbrances, and, if required, pursuant to the Approval and Vesting Order.

Section 2.2 Excluded Assets

The Purchased Assets shall include only those assets expressly contemplated in the definition of Purchased Assets and the Purchaser shall in no way be construed to acquire any right, title or interest in any other assets of the Trustee or the Company.

Section 2.3 "As is, Where is"

The Purchaser acknowledges that the Trustee is selling the Purchased Assets on an "as is, where is" basis as they shall exist at the Closing Time subject to the benefit of the representations and warranties in this Agreement. No representation, warranty or condition is expressed or can be implied concerning the Purchased Assets or the right of the Trustee to sell or assign same save and except as expressly represented or warranted herein.

The Purchaser further acknowledges that the Purchaser has performed its own due diligence prior to entering into this Agreement and relying solely on its own investigations and on representations, subject only to the warranties or undertakings contained in this Agreement. In entering into this Agreement the Purchaser is exercising independent judgment in, and has sole responsibility for, determining whether the Transaction or the Purchased Assets are suitable for them.

The Purchaser further acknowledges that all cash on hand on Closing Date held by or on behalf of Left Travel Inc. shall be paid up to the Company, subject to the Adjustments.

**ARTICLE 3
PURCHASE PRICE**

Section 3.1 Purchase Price

- (1) The aggregate consideration (the "Purchase Price") payable by the Purchaser to the Trustee upon Closing for the Purchased Assets is \$575,000.00 plus any applicable Transfer Taxes.
- (2) The Purchaser has paid an amount equal to \$160,000.00 (the "Deposit") as a deposit against the payment of the Purchase Price to the Trustee to be held in an interest bearing account and shall be dealt with as follows:
 - (a) if Closing occurs, the Deposit shall be applied to the Purchase Price with the interest earned on the Deposit being returned to the Purchaser;
 - (b) if Closing does not occur, then:
 - (i) if Closing did not occur due to a material breach of this Agreement by the Purchaser which is not caused in whole or in part by the Trustee, this Agreement shall terminate and the Deposit (plus any interest that has actually earned thereon) shall be forfeited to the Trustee absolutely, and, for certainty, any such forfeiture of the Deposit and any interest accrued thereon does not release or discharge any of the Purchaser's obligations in connection with the protection of Confidential Information; and
 - (ii) if Closing does not occur for any reason or circumstance other than as specified in Section 3.1(2)(b)(i), then the Deposit (plus any interest that has actually earned thereon) shall be forthwith repaid to the Purchaser.
- (3) The allocation of the Purchase Price as to each of the Purchased Assets may be reasonably set by the Purchaser, subject to the approval of the Trustee, whose approval may only be withheld if the result of the allocation would result in an adverse tax consequence for the Company.
- (4) Adjustments to the Purchase Price shall be made as of the Adjustment Date pursuant to a statement of adjustments (the "Statement of Adjustments") to be prepared by the Trustee upon Closing and agreed to by the Purchaser. If the Parties are unable to come to a mutual agreement regarding the Statement of Adjustments, then the dispute shall be submitted to a mutually appointed independent accountant for final determination, the costs, charges and expenses for which shall be paid equally by each of the Parties.

**ARTICLE 4
REPRESENTATIONS AND WARRANTIES**

Section 4.1 Purchaser's Representations

The Purchaser represents and warrants to the Trustee as of the date hereof and as of the Closing Time as follows and acknowledges that the Trustee is relying on such representations and warranties in connection with entering into this Agreement and performing its obligations hereunder:

- (a) the Purchaser is a corporation duly incorporated, organized and subsisting under the laws of the province of British Columbia and has the requisite power and authority to enter into this Agreement and to complete the transactions contemplated hereunder;
- (b) all necessary corporate action has been taken by the Purchaser to authorize the execution and delivery by it of, and the performance of its obligations under, this Agreement, including the receipt of all necessary approvals from the Purchaser's board of directors;
- (c) the Purchaser has the financial ability to pay the Purchase Price and close the Transaction in accordance with the terms of this Agreement;
- (d) neither the execution and delivery of the Agreement nor the consummation of the Transaction will violate or conflict with any Applicable Laws or the constating documents of the Purchaser;
- (e) the Purchaser has duly executed and delivered this Agreement and this Agreement constitutes a valid and legally binding obligation of the Purchaser and is enforceable against the Purchaser in accordance with its terms;
- (f) the Purchaser (i) has had an opportunity to conduct any and all due diligence regarding the Purchased Assets, (ii) has relied solely upon its own independent review, investigation and/or inspection of the Purchased Assets and any document furnished to it by the Trustee or any other Person; and (iii) except as expressly set forth in this Agreement, is not relying on any written or oral statements, representations, warranties or guarantees whatsoever, whether express, implied, statutory or otherwise, with respect to the Purchased Assets or the completeness or accuracy of any information provided in connection therewith.

Section 4.2 Trustee's Representations

The Trustee represents and warrants to the Purchaser as of the date hereof and as of the Closing Time as follows and acknowledges that the Purchaser is relying on such representations and warranties in connection with entering into this Agreement and performing its obligations hereunder:

- (a) subject to obtaining the Approval and Vesting Order, the Trustee has the requisite power, authority and capacity to enter into this Agreement and to complete the Transaction and the consummation of the Transaction has been duly authorized by all necessary action on the part of the Trustee, and, this Agreement is a valid and binding obligation of the Trustee enforceable in accordance with its terms;
- (b) the Trustee has been duly appointed as the Trustee of the undertaking, property and assets of the Company;
- (c) subject to obtaining the Approval and Vesting Order, the execution and delivery of this Agreement by the Trustee and the observance and performance of the terms of this Agreement to be observed and performed by the Trustee do not constitute a violation or breach of or default under any provision of any agreement, indenture or instrument to which the Trustee is a party or by which it is bound; and

- (d) the Trustee is not a non-resident of Canada for the purposes of the *Income Tax Act* (Canada)

Section 4.3 Limitations

With the exception of the Trustee's representations and warranties in Section 4.2 and the Purchaser and the Representations and warranties in Section 4.1, neither the Trustee nor the Purchaser, nor their respective Representatives make, have made or shall be deemed to have made any other representation or warranty, express or implied, at law or in equity, in respect of the Trustee, the Purchaser, or the Purchased Assets or the sale and purchase of the Purchased Assets pursuant to this Agreement. For greater certainty, the Purchaser acknowledges and agrees that the Trustee and/or any Representative thereof has not made any representation or warranty whatsoever, express or implied, with respect to the assets, properties or undertakings of Left Travel Inc.

**ARTICLE 5
COVENANTS**

Section 5.1 Maintenance of Purchased Assets and Transfer of Permits and Approvals

During the Interim Period, the Trustee shall take all commercially reasonable actions as may be necessary to maintain the Purchased Assets in good standing.

Section 5.2 Actions to Satisfy Closing Conditions

- (1) The Trustee agrees to take all such actions as are within its power to control, and shall use its commercially reasonable efforts to cause other actions to be taken which are not within its power to control, so as to ensure compliance with all of the conditions set forth in Section 6.1 and Section 6.3.
- (2) The Purchaser agrees to take all such actions as are within its power to control, and shall use its commercially reasonable efforts to cause other actions to be taken which are not within its power to control, so as to ensure compliance with all of the conditions set forth in Section 6.2 and Section 6.3 prior to the Closing Time.

Section 5.3 Approval and Vesting Order

The Trustee, in its sole discretion, acting reasonably, will determine if an Approval and Vesting Order is necessary in the circumstances of the Transaction. If necessary, as promptly as practicable after execution of this Agreement, the Trustee shall file a motion with the Court for the issuance of the Approval and Vesting Order. The Trustee shall provide a draft of the Approval and Vesting Order sufficiently in advance to the Purchaser for review and comment.

Section 5.4 Confidentiality

- (1) Until Closing, any confidential information made available by the Trustee or its Representatives to the Purchaser or its Representatives (whether before or during the Interim Period) regarding the Purchased Assets or the Company, including confidential information delivered in oral, electronic or written form (collectively, the "**Confidential Information**") shall be kept strictly confidential by the Purchaser and its respective Representatives (collectively, the "**Recipients**"). Confidential Information shall include all notes, analyses, compilations, forecasts, studies or other documents prepared by the Recipients that contain or reflect Confidential Information provided by the Trustee or its Representatives. Confidential Information shall not include information: (i) that is or becomes generally available to the public other than as a result of an act or omission by the Recipients in breach of an obligation of confidentiality to the Trustee or the Company; or (ii) that the Recipients receive or have received on a non-confidential basis from a source other than the Trustee or its Representatives, provided that such source is not known by the Recipients to be subject to an obligation of confidentiality to the Trustee or the Company with respect to such information or otherwise prohibited from transmitting the information to the Recipients. Without the prior written consent of the Trustee, the Purchaser shall not disclose Confidential Information, other than to their

Representatives who need to know such information in connection with the Transaction and who have been informed by the Purchaser of the confidential nature of the Confidential Information and instructed by the Purchaser to keep such Confidential Information confidential. The Purchaser shall be responsible for any actions taken or not taken by its Representatives that would be deemed a breach of these confidentiality provisions if the Purchaser had taken such actions. The Trustee agrees that it will not unreasonably withhold its consent to the disclosure of Confidential Information to the extent such disclosure is compelled to be released by legal process, a Governmental Authority, or Applicable Law.

- (2) For greater certainty, nothing in Section 5.4(1) shall prevent:
- (a) the Purchaser, or any of its affiliates or Representatives from publicly disclosing this Agreement, the related negotiations and/or its material terms or a description of the Purchased Assets if required by Applicable Law, provided that any such disclosure shall be provided to the Trustee in advance of the public release of such disclosure and shall be satisfactory to the Trustee, acting reasonably; or
 - (b) the Trustee from disclosing this Agreement and its material terms to the Court in connection with filing a motion for and obtaining the Approval and Vesting Order.

ARTICLE 6 CONDITIONS PRECEDENT

Section 6.1 Conditions Precedent in Favour of the Purchaser

- (1) The obligation of the Purchaser to complete the Transaction is subject to the following conditions being fulfilled or performed:
- (a) all representations and warranties of the Trustee contained in this Agreement shall be true in all material respects as of the Closing Time with the same effect as though made on and as of that date;
 - (b) the Trustee shall have performed, in all material respects, each of its obligations under this Agreement to the extent required to be performed at or before the Closing Time.
- (2) The foregoing conditions are for the exclusive benefit of the Purchaser. Any condition in Section 6.1(1) may be waived by the Purchaser in whole or in part, without prejudice to any of its rights of termination in the event of non-fulfillment of any other condition in whole or in part. Any such waiver shall be binding on the Purchaser only if made in writing. The Purchaser may elect on written notice to the Trustee to terminate this Agreement at any time after 5:00 p.m. (Vancouver time) on the Outside Date if any condition in Section 6.1(1) has not been satisfied as at such time (other than a condition which, by its nature, can only be satisfied at the Closing) and satisfaction of such condition has not been waived by the Purchaser.

Section 6.2 Conditions Precedent in Favour of the Trustee

- (1) The obligation of the Trustee to complete the Transaction is subject to the following conditions being fulfilled or performed:
- (a) all representations and warranties of the Purchaser contained in this Agreement shall be true in all material respects as of the Closing Time with the same effect as though made on and as of that date;
 - (b) the Purchaser shall have performed in all material respects each of its obligations under this Agreement to the extent required to be performed at or before the Closing Time; and
 - (c) the Trustee shall have received at or before the Closing Time duly executed copies of the documents, as applicable, listed in Section 7.2.

(2) The foregoing conditions are for the exclusive benefit of the Trustee. Any condition in Section 6.2(1) may be waived by the Trustee, in whole or in part, without prejudice to any of its rights of termination in the event of non-fulfillment of any other condition in whole or in part. Any such waiver shall be binding on the Trustee only if made in writing. The Trustee may elect on written notice to the Purchaser to terminate this Agreement at any time after 5:00 p.m. (Vancouver time) on the Outside Date if any condition in Section 6.2(1) has not been satisfied as at such time (other than a condition which, by its nature, can only be satisfied at the Closing) and satisfaction of such condition has not been waived by the Trustee.

Section 6.3 Conditions Precedent in Favour of both the Purchaser and the Trustee

(1) The obligations of the Trustee and the Purchaser to complete the Transaction are subject to the following conditions being fulfilled or performed:

(a) in the event the Trustee files an application to the Court for Approval and Vesting Order in accordance with section 5.3, the Court shall have granted the Approval and Vesting Order and the Approval and Vesting Order will not have been stayed, varied or vacated and no order will have been issued and no action or proceeding will be pending to restrain or prohibit completion of the Transaction.

(2) The Parties acknowledge that the foregoing conditions are for the mutual benefit of the Trustee and the Purchaser. Either Party may elect on written notice to the other Parties to terminate this Agreement at any time after 5:00 p.m. (Vancouver time) on the Outside Date if any condition in Section 6.3(1) is not satisfied as at such time (other than a condition which, by its nature, can only be satisfied at Closing) and satisfaction of such condition has not been waived by the Parties.

ARTICLE 7 CLOSING

Section 7.1 Closing

Subject to the conditions set out in this Agreement, the completion of the Transaction shall take place at the Closing Time at the offices of DLA Piper (Canada) LLP, Suite 2800, Park Place, 666 Burrard Street, Vancouver, British Columbia, or as otherwise determined by mutual agreement of the Parties in writing. The Parties shall exercise commercially reasonable efforts to cause Closing to occur no later than the Closing Date.

Section 7.2 Trustee's Deliveries on Closing

At or before the Closing Time, the Trustee shall execute and deliver, or arrange for the delivery, as the case may be, to the Purchaser, or its solicitors on appropriate undertakings, the following, each of which shall be in form and substance satisfactory to the Purchaser or its solicitors, acting reasonably:

- (a) a copy of the entered Approval and Vesting Order, if applicable;
- (b) the Purchased Assets, and in the case of:
 - 1. the Shares, the Trustee will deliver the share certificates for the Shares;
 - 2. the Receivable, the Trustee will deliver an acknowledgement of debt from Left Travel Inc.;
 - 3. the IP Assets, the Trustee will deliver intellectual property assignments in the customary form prepared by the Trustee's counsel;
 - 4. the Tokens, the Trustee will deliver any records, documents, passcodes or words, QR codes or readers, and lists in its possession related to the RightMesh Tokens.;
 - 5. Domain Names, the Trustee will deliver a complete list of the Domain Names with their registrant information which shall be transferred to and registered by the Purchaser, and

- (c) an officer's certificate dated as of the Closing Date confirming that all of the representations and warranties of the Trustee contained in this Agreement are true in all material respects as of the Closing Time, with the same effect as though made at and as of the Closing Time, and that the Trustee has performed in all material respects the covenants to be performed by it prior to the Closing Time;
- (d) the Statement of Adjustments; and
- (e) such further and other documentation as is referred to in this Agreement or as the Purchaser may reasonably require to give effect to the Transaction.

Section 7.3 Dispute Resolution

If any dispute arises with respect to any matter related to the Transaction or the interpretation or enforcement of this Agreement, such dispute will be determined by the Court.

Section 7.4 Termination

- (1) This Agreement shall automatically terminate at any time prior to the Closing Time by mutual written agreement of the Trustee and the Purchaser.
- (2) This Agreement may be terminated at any time prior to the Closing Time upon the occurrence of any of the following:
 - (a) a condition precedent in favour of a Party has not been satisfied when required to be satisfied or waived by such Party pursuant to and in accordance with Article 6 and such Party otherwise entitled to terminate this Agreement as a result thereof has delivered written notice of termination pursuant to Article 6 (provided that the terminating Party has not failed to satisfy a closing condition under or otherwise breached this Agreement);
 - (b) Closing shall not have occurred on or prior to the Outside Date and either of the Parties shall have delivered written notice of termination to the other Party terminating this Agreement as a result thereof (provided that the terminating Party has not failed to satisfy a closing condition under this Agreement);
 - (c) by the Trustee upon notice to the Purchaser if a material breach by the Purchaser of its obligations under this Agreement has occurred (including any action or inaction by the Purchaser contrary to its obligations hereunder as reasonably necessary to cause the fulfillment of the conditions to Closing in favour of the Trustee); or
 - (d) by the Purchaser upon notice to the Trustee if a material breach by the Trustee of its obligations under this Agreement has occurred (including any action or inaction by the Trustee contrary to its obligations hereunder as reasonably necessary to cause the fulfillment of the conditions to Closing in favour of Purchaser) and the Trustee has failed to cure such breach within ten business days after receipt of written notice thereof.

Section 7.5 Effects of Termination and Closing

- (1) If this Agreement is terminated pursuant to Section 7.4, all further obligations of the Parties under or pursuant to this Agreement shall terminate without further liability of either Party to the other except for the provisions of: Section 5.4 (Confidentiality), Section 8.2 (Expenses), Section 8.8 (Governing Law) and this Section 7.5 (Effects of Termination and Closing), each of which will survive termination.
- (2) Under no circumstance shall the Trustee or their Representatives be liable for any special, punitive, exemplary, consequential or indirect damages (including loss of profits) that may be alleged to result, in connection with, arising out of, or relating to this Agreement or the transactions contemplated herein.

**ARTICLE 8
GENERAL**

Section 8.1 Notice

(1) Any notice or other communication under this Agreement shall be in writing and may be delivered personally, by courier or by email, addressed:

(a) in the case of the Purchaser, as follows:

1263356 B.C. Ltd.
2707 Clarke Street
Port Moody, BC V3H 1Z5
Attention: John Lyotier and Chris Jensen
Email: john@lyotier.com / chrisjensen@shaw.ca

with a copy to:

McMillan LLP
1500 – 1055 West Georgia Street
Vancouver, BC V6E 4N7
Attention: Vicki Tickle / Daniel Shouldice
Email: vicki.tickle@mcmillan.ca / daniel.shouldice@mcmillan.ca

in the case of the Trustee, as follows:

The Bowra Group Inc.
PO Box 72, Bentall One
#430 - 505 Burrard Street Vancouver, B.C. V7X 1M3
Attention: Chris Bowra
Email: cbowra@bowragroup.com

with a copy to:

DLA Piper (Canada) LLP
Suite 2800, Park Place
666 Burrard Street
Vancouver, BC V6C 2Z7
Attention: Jeffrey Bradshaw
Email: jeffrey.bradshaw@dlapiper.com

(2) Any such notice or other communication, if given by personal delivery or by courier, will be deemed to have been given on the day of actual delivery thereof and, if transmitted by email before 5:00 p.m. (Vancouver time) on a Business Day, will be deemed to have been given on such Business Day, and if transmitted by email after 5:00 p.m. (Vancouver time) on a Business Day, will be deemed to have been given on the Business Day after the date of the transmission.

(3) Sending a copy of a notice or other communication to a Party's legal counsel as contemplated above is for information purposes only and does not constitute delivery of the notice or other communication to that Party. The failure to send a copy of a notice or other communication to legal counsel does not invalidate delivery of that notice or other communication to a Party.

Section 8.2 Expenses

Each of the Parties shall be responsible for and bear all of its own costs and expenses incurred in connection with the Transaction, including any broker's or finder's fees and expenses of their respective affiliates or Representatives incurred at any time in connection with pursuing or consummating the Transaction.

Section 8.3 Time

Time shall, in all respects, be of the essence hereof, provided that the time for doing or completing any matter provided for herein may be extended or abridged by an agreement in writing signed by the Parties.

Section 8.4 Survival

The representations and warranties of the Parties contained in this Agreement shall merge on Closing and the covenants of the Parties contained herein to be performed after the Closing shall survive Closing and remain in full force and effect.

Section 8.5 Benefit of Agreement

This Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

Section 8.6 Entire Agreement

This Agreement and the Schedule attached hereto constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior negotiations, understandings and agreements. This Agreement may not be amended or modified in any respect except by written instrument executed by all of the Parties.

Section 8.7 Paramountcy

In the event of any conflict or inconsistency between the provisions of this Agreement, and any other agreement, document or instrument executed or delivered in connection with this Transaction or this Agreement, the provisions of this Agreement shall prevail to the extent of such conflict or inconsistency, except insofar as such other agreement, document or instrument expressly states that its provisions shall apply in the event of any conflict or inconsistency with this Agreement.

Section 8.8 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of British Columbia and the federal laws of Canada applicable therein and each of the Parties irrevocably attorns to the exclusive jurisdiction of the Court.

Section 8.9 Assignment by Purchaser

This Agreement may not be assigned by the Purchaser without the consent of the Trustee.

Section 8.10 Further Assurances

Each of the Parties shall, at the request and expense of the requesting Party, take or cause to be taken such action and execute and deliver or cause to be executed and delivered to the other such conveyances, transfers, documents and further assurances as may be reasonably necessary or desirable to give effect to this Agreement.

Section 8.11 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement. Transmission by electronic means of an

executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart.

Section 8.12 Severability

If a condition to complete the Transaction, or a covenant or an agreement herein, is prohibited or unenforceable pursuant to Applicable Law, then such condition, covenant or agreement shall be ineffective to the extent of such prohibition or unenforceability without invalidating the other provisions hereof.

Section 8.13 Trustee's Capacity

The Trustee and the Purchaser acknowledge and agree that the Trustee, acting in its capacity as Trustee of the Company, shall have no liability whatsoever in its personal or corporate capacity in connection with this Agreement or the Transaction.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

THE BOWRA GROUP INC., in its capacity as Licensed Insolvency Trustee in the bankruptcy of Left Technologies Inc. and not in its personal capacity or in any other capacity

By: Chris Bowra

Name: Chris Bowra

Title: Vice President

1263356 B.C. Ltd.

By: John Lyotier

Name: JOHN LYOTIER

Title: CEO

Schedule A

Permitted Encumbrances

RentByOwner.com

The RentByOwner.com domain name was sold by the Company to Left Travel Inc. pursuant to a sale and purchase agreement dated December 30, 2016 and effective as of December 31, 2016. The rights of John Lyotier and Chris Jensen continue with Left Travel Inc. in the same form as with the original Domain Purchase Agreement ("DPA") signed with the Company.

Pursuant to the original DPA dated February 19, 2016, John Lyotier and or Chris Jensen, directors of Left Travel Inc. and the Company, have:

- i. A pre-emptive right to reacquire the domain name from the Company in the event that the Company, or its successors or assigns, sells (in any form) the domain name within 10 years of the date of the DPA. Such purchase price will be the same as that agreed with any potential purchaser
- ii. And will have the right to reacquire the domain name for \$29,700 USD if the Company, or its successors or assigns, becomes insolvent or bankrupt and the domain name is sold or disbursed by a trustee, administrator, creditor or other party.

Schedule B

Assets Purchased

Shares

1. 100 Class "A" Voting Common Shares of Left Travel Inc.

Receivable

2. Intercompany receivable in favor of Left Technologies Inc. due from Left Travel Inc. The balance of the receivable is approximately \$7.7 million as of November 2, 2020. The receivable balance will be reduced on the Closing Date by the amount of cash held by Left Travel Inc., including any cash amounts held in escrow, subject to the Adjustments. The receivable balance to be purchased is estimated to be \$5.0 million at the Adjustment Date.

IP Assets

3. RightMesh patents:
 - a. Method, apparatus, system, and media for transmitting messages between networked devices in data communication with a local network access point. This patent has been granted in the U.S., the UK and in Germany. Patent applications have also been filed in other jurisdictions pending approval. Countries where the patent has been granted are as follows:
 - i. U.S. Patent #10348518
 - ii. UK Patent #EP15843634.5
 - iii. German Patent #EP15843634.5
 - b. Method for establishing network clusters between networked devices. This patent has been submitted in multiple jurisdictions, and its status is currently pending in all jurisdictions.
 - c. Mesh communications network having mesh ports. This patent has been submitted in multiple jurisdictions, and its status is currently pending in all jurisdictions.
4. RightMesh technology:
 - a. RightMesh development code available on a server.
5. Trademarks pertaining to the One Degree and RightMesh brands:
 - a. One Degree

- i. U.S. Serial Number 79277976 Mark: "One Degree" International Class(es) 035, 038, 039, 041 Owner: Left Technologies Inc.
- ii. U.S. Serial Number 79277773 Mark: Miscellaneous Design International ("One Degree Logo") Class(es): 035, 038, 041, 043 Owner: Left Technologies Inc.
- iii. Canada Serial Number: 1994269, Mark: "One Degree", CIPO status: Formalized, International Class(es): 035, 039, 041, 043 Owner: Left Technologies Inc.
- iv. Canada Serial Number 1994275, Mark: Miscellaneous Design ("Circle and Degree Design") Class(es): 035, 039, 041, 043 Owner: Left Technologies Inc.

b. RightMesh

- i. U.S. Serial Number: 87522381, Mark: "RightMesh" International Class(es): 009, 038, 042 Owner: Left Technologies Inc.

Tokens

6. RightMesh tokens:

- a. Approximately 58 million RightMesh (RMESH) cryptocurrency tokens.

Domain Names

7. Domain names owned by Left Technologies Inc. (total of 24):

flaremessenger.com
importers.io
left.io
meshim.io
meshim.net
movetomesh.com
rightmesh.co
right-mesh.com
rightmesh.io
rightmesh.net
rightmesh.org
rmesh.io
theflareapp.com
tripix.io
universalconnectivity.org
universalconnectivityalliance.com
wave.io
travelclients.com
leftbangladesh.com

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