

SHARE PURCHASE AGREEMENT

This Share Purchase Agreement (this "Agreement") is made as of the __ day of March, 2015, by and between **MARIPOSA HEALTH INC.** ("DELAWARE COMPANY"), a Delaware corporation, with its address at 6803, The Center, 99 Queens Road, Central, Hong Kong ("Seller"), and **MARIPOSA HEALTH LIMITED**, a company organized under the laws of Australia, with its address at Unit 6, 61 Avalon Parade, Avalon Beach NSW, 2107 Australia, and/or its successors and assigns (collectively, "Mariposa").

WITNESSETH:

WHEREAS, DELAWARE COMPANY is the record owner and holder of 10,000,000 Common Shares, par value \$.0001 per share (the "Shares"), or 100% of its issued and outstanding shares of its common stock as of the date of this Agreement, as more fully described in the attached Exhibit A (Information Sheet); and

WHEREAS, DELAWARE COMPANY desires to purchase all the issued and outstanding ordinary shares of Mariposa through the exchange of DELAWARE COMPANY Shares for 80% of the issued and outstanding shares of Mariposa so that Mariposa becomes a majority owned subsidiary of DELAWARE COMPANY and the shareholders of DELAWARE COMPANY upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements contained in this Agreement, and in order to consummate the purchase and sale of the Corporation's Shares, it is hereby agreed, as follows:

ARTICLE I

1. **EXCHANGE OF SHARES.** Subject to the terms and conditions of this Agreement, DELAWARE COMPANY agrees to exchange at the Closing 8,000,000 of its Shares for all the issued and outstanding ordinary shares of Mariposa. Each shareholder of Mariposa shall receive a pro rata portion of the Shares of DELAWARE COMPANY based upon an amount equal to the proportion of shares held by the shareholder in Mariposa immediately prior to closing multiplied by 0.8 times the Total Outstanding shares of DELAWARE company immediately prior to the Closing. Following the Closing Mariposa shall be a majority owned subsidiary of DELAWARE COMPANY and Mariposa shareholders will own 80% of the Total number of shares in DELAWARE company.

2. **CLOSING.** The exchange of the Shares shall take place on the same day as the Closing Date, defined as the date that DELAWARE COMPANY provides to Mariposa a copy of the Form 8-K DELAWARE COMPANY intends to file with the United States Securities Exchange Commission ("SEC") disclosing this Agreement. At Closing, DELAWARE COMPANY shall deliver to Mariposa certificates representing the Shares transferred hereunder, duly endorsed for transfer to each of the shareholders of Mariposa accompanied by appropriate stock powers, (B) the Certificate of Incorporation and bylaws, (C) all corporate books and records (including all accounting records and SEC filings to date); (D) written resignations of incumbent directors and officers of the Corporation, and (E) Edgar Codes.

Exchange Procedures. As soon as practicable, but in no event more than three (3) Business Days, following the Closing Date, the Survivor shall mail a letter of transmittal in the Survivor's

standard form to each Stockholder at the address set forth opposite each such Stockholder's name on Schedule A to this Agreement. After receipt of such letter of transmittal and any other documents that the Survivor may require in order to effect the exchange (the "**Exchange Documents**"), the Stockholders will surrender the certificates representing their Company Shares (collectively, the "**Company Certificates**") to the Exchange Agent for cancellation together with duly completed and validly executed Exchange Documents. Upon surrender of a Company Certificate for cancellation to the Survivor, or such agent or agents as may be appointed by the Survivor, together with such Exchange Documents, duly completed and validly executed in accordance with the instructions thereto, the holder of such Company LLC Certificate shall be entitled to receive from the Exchange Agent in exchange therefor, a certificate representing the number of whole shares of the Survivor Common Stock to which such holder is entitled pursuant to **Section Error! Reference source not found.1.6** hereof, and the Company Certificates so surrendered shall be cancelled. Until so surrendered, each Company Certificate outstanding after the Effective Time will be deemed, for all corporate purposes thereafter, to evidence only the right to receive the number of full shares of the Survivor Common Stock into which such Company Shares shall have been so converted. No portion of the Merger Consideration will be paid to the holder of any unsurrendered Company Certificate with respect to Company Shares formerly represented thereby until the holder of record of such Company Certificate shall surrender such Company Certificate and the Exchange Documents pursuant hereto.

Lost, Stolen or Destroyed Certificates

. In the event any Company Certificates shall have been lost, stolen or destroyed, the Survivor shall issue in exchange for such lost, stolen or destroyed certificates, upon the making of an affidavit of that fact by the holder thereof, such amount, if any, as may be required pursuant to **Section Error! Reference source not found.1.6** hereof; *provided, however*, that the Survivor may, in its discretion and as a condition precedent to the issuance thereof, require the Stockholder who is the owner of such lost, stolen or destroyed certificates to either (i) deliver a bond in such amount as it may direct or (ii) provide an indemnification agreement in form and substance acceptable to the Survivor, against any claim that may be made against the Survivor with respect to the certificates alleged to have been lost, stolen or destroyed.

3. REPRESENTATIONS AND WARRANTIES OF SELLER. Seller, as sole director and officer of Corporation, hereby represents and warrants to Purchaser that:

- (i) The Corporation is a corporation duly organized and validly existing and in good standing under the laws of the State of Delaware and has the corporate power and authority to carry on the business it is now being conducted. Corporation and/or Seller do not require any consent and/or authorization, declaration or filing with any government or regulatory authority to undertake any actions herein;
- (ii) The Corporation has filed with the SEC a registration statement on Form 10-12G, which went effective on September 2, 2014.
- (iii) The Corporation has timely filed and is current on all reports required to be filed by it pursuant to Sections 13 and 15 of the Securities Exchange Act of 1934.

- (iv) The Corporation is newly formed with no financial information available other than the financial information included in its SEC filings;
- (v) There are no legal actions, suits, arbitrations, or other administrative, legal or governmental proceedings threatened or pending against the Corporation and/or Seller or against the Seller or other employee, officer, director or stockholder of Corporation. Additionally, Seller is not aware of any facts which may/might result in or form a basis of such action, suit, arbitration or other proceeding on any basis whatsoever;
- (vi) The Corporation has no subsidiaries or any direct or indirect ownership interest in any other corporation, partnership, association, firm or business in any manner;
- (vii) The Corporation and/or Seller does not have in effect nor has any present intention to put into effect any employment agreements, deferred compensation, pension retirement agreements or arrangements, options arrangements, bonus, stock purchase agreements, incentive or profit-sharing plans;
- (viii) No person or firm has, or will have, any right, interest or valid claim against the Corporation for any commission, fee or other compensation in connection with the sale of the Shares herein as a finder or broker or in any similar capacity as a result of any act or omission by the Corporation and/or Seller or anyone acting on behalf of the Corporation and/or Seller;
- (ix) The business and operation of the Corporation has been and will be conducted in accordance with all applicable laws, rules, regulations, judgments. Neither the execution, delivery or performance of this Agreement (A) violates the Corporation's by-laws, Certificate of Incorporation, Shareholder Agreements or any existing resolutions; and, (B) will cause the Corporation to lose any benefit or any right or privilege it enjoys under the Securities Act ("Act") or other applicable state securities laws;
- (x) The Corporation has not conducted any business and/or entered into any agreements with third parties;
- (xi) Other than the Shares, there are no other issued and outstanding shares of the Corporation's capital stock;
- (xii) This Agreement has been duly executed and delivered by Seller, constitutes a valid and binding instrument, enforceable in accordance with its terms, and does not conflict with or result in a breach of or in violation of the terms, conditions or provisions of any agreement, mortgage, lease or other instrument or indenture to which Corporation and/or Seller a party or by which they are bound;
- (xiii) Seller is the legal and beneficial owner of the Shares and has good and marketable title thereto, free and clear of any liens, claims, rights and encumbrances;
- (xiv) Seller warrants that the Corporation being transferred shall be transferred with no liabilities and little or no assets, and shall defend and hold Purchaser and the Corporation harmless against any action by any third party against either of them arising out of, or as a consequence of, any act or omission of Seller or the Corporation prior to, or during the closing contemplated by this contract of sale;
- (xv) Seller will cause all current officers and directors of the Corporation to resign at the Closing pursuant to a duly authorized resolution of the Corporation's board of directors; and,

(xvi) The information contained on Exhibit A is true and correct.

4. REPRESENTATIONS AND WARRANTIES OF PURCHASER. Purchaser hereby represents and warrants to Seller that:

- (i) Purchaser has the power and authority to execute and deliver this Agreement, to perform his obligations hereunder and to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by Purchaser and constitutes a valid and binding instrument, enforceable in accordance with its terms;
- (ii) The execution, delivery and performance of this Agreement is in compliance with and does not conflict with or result in a breach of or in violation of the terms, conditions or provisions of any agreement, mortgage, lease or other instrument or indenture to which Purchaser is a party or by which Purchaser is bound;
- (iii) Purchaser is purchasing the Shares solely for his own account for the purpose of investment and not with a view to, or for sale in connection with, any distribution of any portion thereof in violation of any applicable securities law.
- (iv) The Purchaser is an "accredited investor" as defined under Rule 501 under the Securities Act.
- (v) Purchaser hereby agrees that such shares are restricted pursuant to Rule 144 and therefore subject to Rule 144 resale requirements.

5. NOTICES. Notice shall be given by certified mail, return receipt requested, the date of notice being deemed the date of postmarking. Notice, unless either party has notified the other of an alternative address as provided hereunder, shall be sent to the address as set forth herein:

Seller: RICHARD CHIANG
MARIPOSA HEALTH, Inc. President & Director
75 Broadway Street, Suite 202
San Francisco, CA 94111 (415) 713 6957
Email: rchiang8@gmail.com

Purchaser: MARIPOSA HEALTH LIMITED
Unit 6, 61 Avalon Parade, Avalon Beach NSW, 2107,
AUSTRALIA
Attn: Dr. Phillip Comans
Managing Director and Executive Chairman
Email: pcomans@mariposahealth.com.au

6. GOVERNING LAW. This Agreement shall be interpreted and governed in accordance with the law of the State of Delaware. The parties herein waive trial by jury. In the event that litigation results or arise out of this Agreement or the performance thereof, the parties agree that the prevailing party is entitled to reimbursement by the non-prevailing party of reasonable attorney's fee, costs, expenses, in addition to any other relief to which the prevailing party may be entitled.

7. **CONDITIONS TO CLOSING.** The Closing is conditioned upon the fulfillment by the Seller of the satisfaction of the representations and warranties made herein being true and correct in all material respects as of the date of Closing.
8. **SEVERABILITY.** In the event that any term, covenant, condition, or other provision contained herein is held to be invalid, void or otherwise unenforceable by any court of competent jurisdiction, the invalidity of any such term, covenant, condition, provision or Agreement shall in no way affect any other term, covenant, condition or provision or Agreement contained herein, which shall remain in full force and effect.
9. **ENTIRE AGREEMENT.** This Agreement contains all of the terms agreed upon by the parties with respect to the subject matter hereof. This Agreement has been entered into after full investigation.
10. **INVALIDITY.** If any paragraph of this Agreement shall be held or declared to be void, invalid or illegal, for any reason, by any court of competent jurisdiction, such provision shall be ineffective but shall not in any way invalidate or effect any other clause, Paragraph, section or part of this Agreement.
11. **GENDER AND NUMBER; SECTION HEADINGS.** Words importing a particular gender mean and include the other gender and words importing a singular number mean and include the plural number and vice versa, unless the context clearly indicated to the contrary. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
12. **AMENDMENTS.** No amendments or additions to this Agreement shall be binding unless in writing, signed by both parties, except as herein otherwise provided.
13. **ASSIGNMENT.** Neither party may assign this Agreement without the express written consent of the other party. Any agreed assignment by the Seller shall be effectuated by all the necessary corporate authorizations and governmental and/or regulatory filings.
14. **CLOSING DOCUMENTS.** Seller and Purchaser agree, at any time, to execute, and acknowledge where appropriate, and to deliver any and all documents/instruments, and take such further action, which may necessary to carry out the terms, conditions, purpose and intentions of this Agreement. This paragraph shall survive the Closing.
15. **EXCLUSIVE AGREEMENT; AMENDMENT.** This Agreement supersedes all prior agreements or understandings among the parties with respect to its subject matter with respect thereto and cannot be changed or terminated orally.
16. **FACSIMILE SIGNATURES.** Execution of this Agreement and delivery of signed copies thereof by facsimile signatures from the parties hereto or their agents is acceptable to the parties who waive any objections or defenses based upon lack of an original signature.
17. **PUBLICITY.** Except as otherwise required by law, none of the parties hereto shall issue any press release or make any other public statement, in each case relating to, connected with or arising out of this Agreement or the matters contained herein, without obtaining the prior approval of the other to the contents and the manner of presentation and publication thereof.

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have signed this Agreement by their duly authorized officers the day and year first above written.

By: _____
Dr. Phillip Comans

**Managing Director and Executive Chairman
MARIPOSA HEALTH LIMITED
(PURCHASER)**

By: _____
Richard Chiang

(SELLER)

[Signature Page to Share Purchase Agreement]

INFORMATION SHEET

MARIPOSA HEALTH Inc.
A Delaware Corporation

MARIPOSA HEALTH Inc., a Delaware corporation (“DELAWARE COMPANY”), is a fully reporting U.S. public company and its common stock is registered under the Securities Exchange Act of 1934, as amended.

DELAWARE COMPANY Inc., management believes that there are certain benefits of being a reporting public company, and that certain private company (domestic or foreign) may seek to gain these advantages through a reverse merger with DELAWARE COMPANY Inc. because its shares may thereby be quoted on the United States secondary markets, such as the NYSE, NASDAQ, Amex, and the Over-the-Counter Market (OTC-QB).

CORPORATE INFORMATION

Legal Name of Public Shell:	DELAWARE COMPANY Inc.
SEC FILE / CIK Numbers:	000-55239 / 0001612253
SEC Reporting Status:	Public reporting, current in all SEC filings to date.
SEC Form 10-SB Effective Date:	September 2, 2014
State of Incorporation and Date of Formation:	State of Delaware on June 23, 2014
Net Equity: -0- Underwriter: Self	
Date of fiscal year-end:	12/31
Total and pending liabilities:	None

STOCK INFORMATION (proposed OTC-QB ticker symbol: “MARIPOSA”)

Classes of Capital Stock:	Preferred Stock, at \$0.0001 par value Common stock, at \$0.0001 par value
Authorized Capital Stock:	Capitalization: 100,000,000 Common Shares 5,000,000 Preferred Shares\
Issued and Outstanding Shares:	10,000,000 Common Shares -0- Preferred Shares, none designated
Warrants and Options Outstanding:	None to date

OTC-QB Exchange Trading Symbol:

Form 211 (15c2-11) to be filed with The Financial Industry Regulatory Authority (FINRA) through a sponsoring market maker upon consummation of business combination.

OTC-QB Market Makers:

To be appointed upon consummation of business combination.

Transfer Agent and Registrar:

It is anticipated that Action Stock Transfer, Inc. of Salt Lake City, UT will act as transfer agent for the Company's common stock. However, the Company may appoint a different transfer agent or act as its own until a merger candidate can be identified.