

GLOW LIFETECH LTD.

and

ATEBA RESOURCES INC.

BUSINESS COMBINATION AGREEMENT

June 24, 2020

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BUSINESS COMBINATION AGREEMENT

THIS AGREEMENT is made as of June 24, 2020 between **GLOW LIFETECH LTD.** ("**Glow**"), a corporation incorporated under the laws of the Province of Ontario, and **ATEBA RESOURCES INC.** ("**Ateba**"), a corporation incorporated under the laws of the Province of Ontario (each a "**Party**" and collectively, the "**Parties**").

WHEREAS pursuant to a letter of intent between the Parties dated March 11, 2019, Glow and Ateba propose to combine the business and assets of Glow with those of Ateba, through the amalgamation of Glow and a wholly owned subsidiary of Ateba pursuant to Section 174 of the OBCA (as defined below) and upon completion of such business combination, Ateba will become the Resulting Issuer (as defined below), a technology company in the medical cannabis and agrotechnology field, to be named "Glow Lifetech Corp." or such other similar name as may be accepted by the relevant regulatory authorities and approved by the board of directors of Glow;

AND WHEREAS the Parties intend to carry out the proposed business combination by way of a statutory amalgamation under the provisions of the OBCA and related transaction steps;

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

ARTICLE 1 INTERPRETATION

Section 1.1 Definitions

In this Agreement, unless there is something in the subject matter or context inconsistent therewith, the following terms shall have the following meanings, respectively:

"**Affiliate**" has the meaning ascribed thereto in the OBCA;

"**Agreement**", "**this Agreement**", "**herein**", "**hereto**", and "**hereof**" and similar expressions refer to this business combination agreement, including the schedules attached hereto, as the same may be amended or supplemented from time to time;

"**Amalco**" means the amalgamated corporation resulting and continuing from the Amalgamation;

"**Amalco Shares**" means the common shares in the share capital of Amalco; all of the issued and outstanding Amalco Shares will be owned beneficially and of record by the Resulting Issuer;

"**Amalgamation**" means the amalgamation of Glow and Subco by way of a "three-cornered amalgamation" with Ateba pursuant to Section 174 of the OBCA;

"**Amalgamation Agreement**" means the agreement among Glow, Ateba and Subco in respect of the Amalgamation, to be substantially in the form attached as Schedule "A" to this Agreement;

"**Articles of Amalgamation**" means the articles of amalgamation giving effect to the Amalgamation required under the OBCA to be filed with the Director;

"Ateba Director Appointments" means, subject to the completion of the Amalgamation, the reconstitution of the board of directors of the Resulting Issuer to consist of four (4) directors being such nominees as shall be determined by Glow and are accepted by the relevant regulatory authorities;

"Ateba Financial Statements" has the meaning ascribed thereto in subsection Section 4.2(13) hereof;

"Ateba Meeting" means a special meeting of the shareholders of Ateba to be held in order to seek shareholder approval for the Amalgamation, Consolidation, Ateba Director Appointments and Ateba Name Change and such other matters as determined necessary by Ateba and Glow acting reasonably;

"Ateba Name Change" means, subject to the completion of the Amalgamation, a change in the name of Ateba to "Glow Lifetech Corp." or such other similar name as may be accepted by the relevant regulatory authorities and approved by the board of directors of the Resulting Issuer;

"Ateba Shareholder" means a registered holder of Ateba Shares, from time to time, and **"Ateba Shareholders"** means all of such holders;

"Ateba Shares" means the common shares in the capital of Ateba; for greater certainty, for purposes of the Amalgamation, the Ateba Shares to be issued shall be issued on a post-Consolidation basis;

"Business Day" means any day, excluding Saturday or Sunday, on which banking institutions are open for business in Toronto, Ontario;

"Business Combination" means the series of transactions, as detailed in this Agreement, through which the businesses of Glow and Ateba will be combined, including the Consolidation, the Amalgamation, the Ateba Director Appointments and the Ateba Name Change;

"Certificate of Amalgamation" means the certificate in respect of the Amalgamation issued by the Director;

"Certificate of Amendment" means, as applicable, the certificate in respect of the Consolidation and the certificate in respect of the Ateba Name Change issued by the Director;

"Closing Date" is expected to be October 30, 2020 or such other earlier or later date as the Parties may mutually agree;

"Completion Deadline" means December 31, 2020 or such later date as may be mutually agreed between the Parties in writing;

"Consolidation" means a consolidation of the issued and outstanding Ateba Shares on the basis of the Consolidation Ratio;

"Consolidation Ratio" means the ratio for the Consolidation, being one (1) post-Consolidation Ateba Share for every 1.5 pre-Consolidation Ateba Shares;

"Contract" means any agreement, understanding, undertaking, commitment, licence, or lease, whether written or oral, and includes any agreement, understanding, undertaking, commitment license or lease which has not been executed by the parties thereto but has been substantially agreed by the parties thereto.

"CSE" means the Canadian Securities Exchange;

"CSE Escrow Agreement" means the escrow agreement to be entered into among the Resulting Issuer's registrar and transfer agent, the Resulting Issuer and certain securityholders of the Resulting Issuer in compliance with the requirements of the CSE, with the securities subject to such agreement to be released as determined by the CSE.

"Debt Conversion" means the issuance of 8,750,000 pre-Consolidation Ateba Shares for the settlement of \$175,000 of debt outstanding in Ateba to be completed immediately prior to the Consolidation;

"Depository" means, if required, such Person as Ateba may appoint to act as depository in relation to the Business Combination, with the approval of Glow, acting reasonably;

"Director" means the Director appointed under Section 278 of the OBCA;

"Dissenting Glow Shares" means the Glow Shares held by Dissenting Shareholders;

"Dissenting Shareholder" means a registered holder of Glow Shares who, in connection with the special resolution of the Glow Shareholders approving the Amalgamation, has exercised the right to dissent pursuant to Section 185 of the OBCA in strict compliance with the provisions thereof and thereby becomes entitled to be paid the fair value of his, her or its Glow Shares and who has not withdrawn the notice of the exercise of such right as permitted by Section 185 of the OBCA;

"Documents" means, collectively, this Agreement and the Amalgamation Agreement;

"Effective Date" means the date shown on the Certificate of Amalgamation giving effect to the Amalgamation, which date shall be in accordance with Section 2.1(f) hereof;

"Effective Time" means 12:01 a.m. (Toronto time) on the Effective Date;

"Exchange Ratio" has the meaning given to such term in Section 2.1(h)(ii) hereof;

"fair value" where used in relation to a Glow Share held by a Dissenting Shareholder, means fair value as determined by a court under Section 185 of the OBCA or as agreed between Glow and the Dissenting Shareholder;

"Glow Disclosure Schedule" means the disclosure schedule attached as Schedule "B" to this Agreement;

"Glow Financial Statements" has the meaning ascribed thereto in Section 4.1(12) hereof;

"Glow Financing" means a non-brokered private placement by Glow of Glow Units for minimum gross proceeds of \$2,500,000 at a price per share of \$0.30;

"Glow Meeting" means a special meeting of the shareholders of Glow to be held in order to seek shareholder approval for the Amalgamation;

"Glow Shareholder" means a registered holder of Glow Shares, from time to time, and **"Glow Shareholders"** means all such holders;

"Glow Shares" means the common shares in the capital of Glow;

"Glow Subsidiaries" means Swiss Pharma Corp.;

"Glow Units" means units of Glow consisting of one Glow Share and a one-half common share purchase warrant of Glow (each whole warrant, a **"Warrant"**), each Warrant exercisable at a price per Glow Share of \$0.40 for a period of two (2) years from the date of issuance;

"Governing Documents" means, in respect of each Party, its certificate and articles of incorporation, as amended, and its by-laws, as amended;

"Government Authority" means any foreign, national, provincial, local or state government, any political subdivision or any governmental, judicial, public or statutory instrumentality, court, tribunal, agency (including those pertaining to health, safety or the environment), authority, body or entity, or other regulatory bureau, authority, body or entity having legal jurisdiction over the activity or Person in question and, for greater certainty, includes the CSE;

"IFRS" means International Financial Reporting Standards applicable as at the relevant date;

"in writing" means written information including documents, files, software, records and books made available, delivered or produced to one Party by or on behalf of the other Party;

"Laws" means all laws, statutes, codes, ordinances, decrees, rules, regulations, by laws, statutory rules, principles of law, published policies and guidelines, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings or awards, including general principles of common and civil law, and terms and conditions of any grant of approval, permission, authority or license of any Government Authority, 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 Government Authority (or any other Person) having jurisdiction over the aforesaid Person or Persons or its or their business, undertaking, property or securities;

"Letter of Transmittal" means, if required, a letter of transmittal to be sent to holders of Glow Shares for use in connection with the Business Combination and in order to receive the Resulting Issuer Shares to which they are entitled after giving effect to the Amalgamation;

"Listing Statement" means a CSE Listing Statement of Ateba to be prepared jointly by Ateba and Glow in respect of the Business Combination in accordance with the policies of the CSE;

"Material Adverse Change" means any change in the financial condition, operations, assets, liabilities, or business of a Party and its Subsidiaries, considered as a whole, which is materially adverse to the business of such Party and its Subsidiaries, considered as a whole, other than a change: (a) which arises out of or in connection with a matter that has been publicly disclosed or otherwise disclosed in writing by such Party to the other Party prior to the date of this Agreement; (b) resulting from conditions affecting the industry affecting the as a whole; or (c) resulting from general economic, financial, currency exchange, securities or commodity market conditions in Canada, the United States or elsewhere;

"Material Adverse Effect" means any event, change or effect that is or would reasonably be expected to be materially adverse to the financial condition, operations, assets, liabilities, or business of a Party and its Subsidiaries, considered as a whole, provided, however, that a Material Adverse Effect shall not include an adverse effect resulting from a change: (a) which arises out of or in connection with a matter that has been publicly disclosed or otherwise disclosed in writing by such Party to the other Party prior to the date of this Agreement; (b) resulting from conditions affecting the industry the Parties operate in as a whole; or (c) resulting from general economic, financial, currency exchange, securities or commodity market conditions in Canada, the United States or elsewhere;

"material fact" has the meaning ascribed thereto in the *Securities Act* (Ontario) as the same has been and may hereafter from time to time be modified;

"OBCA" means the *Business Corporations Act* (Ontario) as the same has been and may hereafter from time to time be amended;

"Person" includes any individual, firm, partnership, joint venture, venture capital fund, association, trust, trustee, executor, administrator, legal personal representative, estate, group, body corporate, corporation, unincorporated association or organization, Government Authority, syndicate or other entity, whether or not having legal status;

"Personnel Obligations" means any obligations or liabilities of a Party or any of its Subsidiaries to pay any amount to its or their officers, directors, employees and consultants, other than for salary, bonuses under its or their existing bonus arrangements and directors' fees in the ordinary course, in each case in amounts consistent with historic practices and obligations or liabilities in respect of insurance or indemnification contemplated by this Agreement or arising in the ordinary and usual course of business and, without limiting the generality of the foregoing, Personnel Obligations shall include the obligations of such Party or any of its Subsidiaries to directors, officers, employees and consultants: (a) for payments on or in connection with any change in control of such Party pursuant to any change in control agreements, policies or arrangements, including the payments specified herein; and (b) for any special incentive bonus payments and commitments;

"Regulatory Approval" means any approval, consent, waiver, permit, order or exemption from any Government Authority having jurisdiction or authority over any Party or the Subsidiary of any Party which is required or advisable to be obtained in order to permit the Business Combination to be effected and **"Regulatory Approvals"** means all such approvals, consents, waivers, permits, orders or exemptions;

"Reporting Jurisdictions" has the meaning ascribed thereto in Section 4.2(6) hereof;

"Resulting Issuer" means Ateba upon completion of the Business Combination; as described in this Agreement, the Resulting Issuer will be a technology service provider in the medical cannabis and agrotechnology industry and renamed "Glow Lifetech Corp." or such other similar name as may be accepted by the relevant regulatory authorities and approved by its board of directors;

"Resulting Issuer Convertible Securities" means, collectively, the Resulting Issuer incentive stock options and the Resulting Issuer warrants to purchase Resulting Issuer Shares;

"Resulting Issuer Share" has the meaning ascribed thereto in Section 2.1(g)(ii) hereof;

"Securities Authorities" means the applicable securities commissions or similar securities regulatory authorities in each of the Reporting Jurisdictions, and the CSE;

"SEDAR" means www.sedar.com, which is the official website that provides access to public securities documents and information filed by public companies and investment funds as maintained by the Canadian Securities Administrators (CSA) in the SEDAR filing system;

"Share Exchange Agreement" means the share exchange agreement dated June 1, 2020 between Glow, Swiss Pharma Corp. and Swiss Pharmacan AG whereby Swiss Pharmacan AG sold all of the issued and outstanding common shares of Swiss Pharma Corp. to Glow;

"Subco" means a corporation to be incorporated under the laws of the Province of Ontario by Ateba as a

wholly-owned Subsidiary of Ateba for the sole purpose of effecting the Amalgamation;

"**Subco Shares**" means the common shares in the capital of Subco;

"**Subsidiary**" has the meaning ascribed thereto in the OBCA;

"**Taxes**" has the meaning ascribed thereto in subsection Section 4.1(19) hereof;

Section 1.2 Singular, Plural, etc.

Words importing the singular number include the plural and vice versa and words importing gender include the masculine, feminine and neuter genders.

Section 1.3 Deemed Currency

In the absence of a specific designation of any currency any undescribed dollar amount herein shall be deemed to refer to Canadian dollars.

Section 1.4 Headings, etc.

The division of this Agreement into Articles and Sections, the provision of a table of contents hereto and the insertion of the recitals and headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement and, unless otherwise stated, all references in this Agreement to Articles and Sections refer to Articles and Sections of and to this Agreement in which such reference is made.

Section 1.5 Date for any Action

In the event that any date on which any action is required to be taken hereunder by any of the Parties hereunder is not a Business Day, such action shall be required to be taken on the next succeeding day that is a Business Day.

Section 1.6 Governing Law

This Agreement shall be governed by and interpreted in accordance with the Laws of the Province of Ontario and the Laws of Canada applicable therein.

Section 1.7 Attornment

The Parties hereby irrevocably and unconditionally consent to and submit to the courts of the Province of Ontario for any actions, suits or proceedings arising out of or relating to this Agreement or the matters contemplated hereby (and agree not to commence any action, suit or proceeding relating thereto except in such courts) and further agree that service of any process, summons, notice or document by single registered mail to the addresses of the Parties set forth in this Agreement shall be effective service of process for any action, suit or proceeding brought against either Party in such court. The Parties hereby irrevocably and unconditionally waive any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the matters contemplated hereby in the courts of the Province of Ontario and hereby further irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such action, suit or proceeding so brought has been brought in an inconvenient forum.

ARTICLE 2 THE BUSINESS COMBINATION

Section 2.1 Business Combination Steps

Glow and Ateba agree to effect the combination of their respective businesses and assets by way of a series of steps or transactions including the Consolidation, the Glow Financing, the Amalgamation, the Ateba Director Appointments, Debt Conversion and the Ateba Name Change. Each Party hereby agrees that as soon as reasonably practicable after the date hereof or at such other time as is specifically indicated below in this Section 2.1, and subject to the terms and conditions of this Agreement, it shall take the following steps indicated for it:

- (a) Glow shall duly call and convene the Glow Meeting at which the Glow Shareholders will be asked to approve the Amalgamation described in this Agreement and the Amalgamation Agreement (together, the "**Documents**"), and Glow shall use all commercially reasonable efforts to obtain the approval of the Glow Shareholders for the foregoing matters;
- (b) Ateba shall duly call and convene the Ateba Meeting at which the Ateba Shareholders will be asked to approve the Consolidation, the Ateba Director Appointments and the Ateba Name Change described in the Documents, and Ateba shall use all commercially reasonable efforts to obtain the approval of the Ateba Shareholders for the foregoing matters;
- (c) Ateba shall cause Subco to be incorporated as a wholly-owned subsidiary of Ateba on terms acceptable to Glow;
- (d) Following the receipt of shareholder approvals at the Glow Meeting and the Ateba Meeting and the completion of the Glow Financing, and immediately prior to the filing of the Articles of Amalgamation, Ateba shall file articles of amendment to effect the Consolidation, following which Ateba will have 10,499,988 Ateba Shares issued and outstanding, such amount to include the Ateba Shares issued as part of the Debt Conversion. No fractional post-Consolidation Ateba Shares will be delivered to any Ateba Shareholder otherwise entitled thereto and instead the number of post-Consolidation Ateba Shares to be issued to each former Ateba Shareholder will be rounded down to the nearest whole number;
- (e) Glow and Subco shall amalgamate by way of statutory amalgamation under Section 174 of the OBCA on the terms and subject to the conditions contained in the Documents and Glow and Ateba further agree that the Effective Date shall occur within five (5) business days following the later of: (i) the receipt of shareholder approval by the Glow Shareholders of the special business at the Glow Meeting; (ii) the receipt of shareholder approval by the Ateba Shareholders of the special business at the Ateba Meeting; and (iii) the completion of the Glow Financing; and (iv) the satisfaction of all conditions imposed by the CSE or any other regulatory requirements;
- (f) the Parties shall cause the Articles of Amalgamation to be filed to effect the Amalgamation, pursuant to which:
 - (i) Glow and Subco will amalgamate under the provisions of the OBCA and continue as one amalgamated corporation, being Amalco;

- (ii) Subject to Section 2.1(h), holders of outstanding Glow Shares (including Glow Units issued pursuant to the Glow Financing) shall receive one (1) post-Consolidation Ateba Share for each Glow Share held (such ratio being the "**Exchange Ratio**"), and each such Ateba Share, after giving effect to the completion of the Business Combination, is herein called a "**Resulting Issuer Share**";
- (iii) each outstanding Subco Share will be exchanged for one (1) fully paid Amalco Share;
- (iv) as consideration for the issuance of the post-Consolidation Ateba Shares to effect the Amalgamation, Amalco will issue to Ateba one (1) fully paid Amalco Share for each post-Consolidation Ateba Share so issued;
- (v) all of the property and assets of each of Glow and Subco will be the property and assets of Amalco and Amalco will be liable for all of the liabilities and obligations of each of Glow and Subco;
- (vi) Amalco will be a wholly-owned Subsidiary of Ateba.
- (g) in accordance with Section 9.5, Glow Shares which are held by a Dissenting Shareholder shall not be converted as prescribed by Section 2.1(g)(ii). However, if a Dissenting Shareholder fails to perfect or effectively withdraws its claim under Section 185 of the OBCA or forfeits its right to make a claim under Section 185 of the OBCA or if its rights as a shareholder of Glow are otherwise reinstated, such Dissenting Shareholder's Dissenting Glow Shares shall thereupon be deemed to have been converted as of the Effective Date as prescribed by Section 2.1(g)(ii);
- (h) immediately following the filing of the Articles of Amalgamation to effect the Amalgamation, Ateba will: (i) reconstitute its board of directors to give effect to the Ateba Director Appointments, and (ii) file articles of amendment to give effect to the Ateba Name Change;
- (i) as soon as practicable after the Effective Date, in accordance with normal commercial practice and Section 2.2(7), the Resulting Issuer shall issue or cause to be issued certificates or electronic positions within CDS representing the appropriate number of the Resulting Issuer Shares to the former Glow Shareholders. No fractional Resulting Issuer Shares will be delivered to any Glow Shareholder otherwise entitled thereto and instead the number of Resulting Issuer Shares to be issued to each former Glow Shareholder will be rounded down to the nearest whole number;
- (j) the Parties acknowledge that the CSE will require some or all of the Resulting Issuer Shares issued pursuant to the Business Combination to be held in escrow and Glow agrees to comply and use its reasonable efforts to cause its shareholders to comply with all such escrow requirements of the CSE including the execution and delivery of the CSE Escrow Agreement;
- (k) Glow shall use commercially reasonable efforts to complete the Glow Financing; and
- (l) the Parties shall take any other action and do anything, including the execution of any other agreements, documents or instruments, that are necessary or useful to give effect to

the Business Combination.

Section 2.2 Implementation Covenants

- (1) **Listing Statement.** Glow and Ateba shall use commercially reasonable efforts to jointly prepare the Listing Statement together with any other documents required by applicable Laws in connection with the Business Combination and shall jointly file the final Listing Statement required by applicable Laws as soon as reasonably practicable and shall use all commercially reasonable efforts to file the final Listing Statement no later than the Closing Date or such other date as mutually agreed to by the parties.
- (2) **Preparation of Glow Meeting Documentation.** Glow shall duly prepare documentation required in connection with the Glow Meeting, and deliver such documentation to Glow Shareholders.
- (3) **Preparation of Ateba Meeting Documentation.** Ateba shall duly prepare documentation required in connection with the Ateba Meeting, and deliver such documentation to Ateba Shareholders.
- (4) **Listing.** Ateba shall use all commercially reasonable efforts to have the issuance of all the Resulting Issuer Shares, including those issuable upon exercise of the Resulting Issuer Convertible Securities, accepted by the CSE.
- (5) **Preparation of Filings.** Glow and Ateba shall cooperate in the preparation of any documents and taking of all actions reasonably deemed by Glow or Ateba to be necessary to discharge their respective obligations under applicable Laws in connection with the Business Combination and all other matters contemplated in the Documents, and in connection therewith:
 - (a) each of Glow and Ateba shall furnish to the other all such information concerning it and its shareholders as may be required to effect the actions described in this Article 2, and each covenants that no information furnished by it in connection with such actions or otherwise in connection with the consummation of the Business Combination will contain any untrue statement of a material fact or omit to state a material fact required to be stated in any such document or necessary in order to make any information so furnished for use in any such document not misleading in the light of the circumstances in which it is furnished or to be used;
 - (b) Glow and Ateba shall each promptly notify the other if at any time before the Effective Date it becomes aware that the Listing Statement contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements contained therein not misleading in light of the circumstances in which they are made, or that otherwise requires an amendment or supplement to the Listing Statement. In any such event, Glow and Ateba shall cooperate in the preparation of a supplement or amendment to the Listing Statement, as required and as the case may be, and, if required, shall cause the same to be filed with the applicable Securities Authorities; and
 - (c) each of Glow and Ateba shall ensure that the Listing Statement complies with all applicable Laws and, without limiting the generality of the foregoing, that the Listing Statement does not contain any untrue statement of a material fact or omit to state a material fact with respect to itself required to be stated therein or necessary to make the statements contained therein not misleading in light of the circumstances in which they are made.

- (6) **Amalgamation Agreement, etc.** The Parties hereby acknowledge that the Amalgamation Agreement shall be substantially in the form attached as Schedule "A" to this Agreement. Subco shall, subject to the terms and conditions of this Agreement and subject to and following the receipt of all Regulatory Approvals, deliver to Glow the duly executed Articles of Amalgamation and related documents which will be filed by Glow with the Director.
- (7) **Resulting Issuer Shares and Procedures.**
- (a) On the Effective Date: (i) the Glow Shareholders (other than Dissenting Shareholders who are ultimately entitled to be paid fair value for their Dissenting Glow Shares) shall be deemed to be the registered holders of the Resulting Issuer Shares to which they are entitled hereunder; (ii) if a Depositary is engaged, the Resulting Issuer shall deposit such Resulting Issuer Shares with the Depositary and/or the electronic positions representing such Resulting Issuer Shares with CDS, as applicable, to satisfy the consideration issuable to such Glow Shareholders, or the Resulting Issuer shall issue or cause to be issued certificates or electronic positions within CDS representing the appropriate number of the Resulting Issuer Shares to the former Glow Shareholders; and (iii) certificates formerly representing Glow Shares which are held by such Glow Shareholders shall cease to represent any claim upon or interest in Glow other than the right of the registered holder to receive the number of Resulting Issuer Shares to which it is entitled hereunder, all in accordance with the provisions of the Amalgamation Agreement.
- (b) As soon as reasonably practicable after the Effective Date, the Depositary will forward to, or hold for pick-up by, each former Glow Shareholder that submitted a duly completed Letter of Transmittal or other evidence of entitlement to the Depositary, together with the certificate (if any) representing the Glow Shares held by such Glow Shareholder or such other evidence of ownership of such Glow Shares as is satisfactory to the Depositary, acting reasonably, (i) the certificates representing the Resulting Issuer Shares to which such Glow Shareholder is entitled, in accordance with its Letter of Transmittal, or (ii) confirmation of a non-certificated electronic position transfer in CDS representing the Resulting Issuer Shares to which such Glow Shareholder is entitled, in accordance with its Letter of Transmittal, all in accordance with the provisions of the Amalgamation Agreement.
- (c) Ateba, as the registered holder of the Subco Shares, shall be deemed to be the registered holder of the Amalco Shares to which it is entitled hereunder and Ateba shall be entitled to receive a share certificate representing the number of Amalco Shares to which it is entitled hereunder. Until delivery of such certificate, the share certificate or certificates representing the Subco Shares held by Ateba will be evidence of Ateba's right to be registered as a shareholder of Amalco. Share certificates evidencing Subco Shares shall cease to represent any claim upon or interest in Subco other than the right of the registered holder to receive the number Amalco Shares to which it is entitled pursuant to the terms hereof and the Amalgamation.

Section 2.3 Board of Directors and Senior Officers

Each of the Parties hereby agrees that upon completion of the Business Combination and giving effect to the Ateba Director Appointments, and subject to approval by the CSE, the board of directors of the Resulting Issuer shall consist of five (5) directors, all of which shall be nominated by Glow, and the senior officers and directors of the Resulting Issuer will be comprised as follows:

- Clark Kent - Chief Executive Officer and Director;

- Chris Hopkins – Chief Financial Officer;
- TBD - Corporate Secretary;
- Chris Irwin - Director;
- Greg Falk - Director;
- Medhanie Tekeste – Director.

ARTICLE 3 PUBLICITY

Section 3.1 Publicity

Each of the Parties agrees that, other than as may be required by applicable Laws, all press releases or other written public or private statements to the press issued in connection with the Business Combination shall be mutual press releases or other written public or private statements to the press of the Parties.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES

Section 4.1 Representations and Warranties of Glow

Glow hereby represents and warrants to Ateba, and acknowledges that Ateba is relying upon such representations and warranties in connection with the entering into of this Agreement, as follows:

- (1) Glow has been duly incorporated and is validly existing under the laws of the Province of Ontario and is current and up-to-date with all filings required to be made by it in such jurisdiction;
- (2) the only Subsidiaries of Glow are the Glow Subsidiaries. Each of the Glow Subsidiaries has been duly incorporated and is validly existing under the laws of the Province of Ontario and is current and up-to-date with all filings required to be made by it in such jurisdiction, all of the issued shares in the capital of each of the Glow Subsidiaries are owned directly or indirectly by Glow, free and clear of any pledge, lien, security interest, charge, claim or encumbrance, other than in relation to inter-corporate security, and neither Glow nor any of the Glow Subsidiaries is a party or has granted any agreement, warrant, option or right or privilege capable of becoming an agreement, for the purchase, subscription or issuance of any securities of any of the Glow Subsidiaries or securities convertible into or exchangeable for any securities of any of the Glow Subsidiaries;
- (3) Glow has full corporate power, capacity and authority to undertake all steps of the Business Combination contemplated in the Documents and to carry out its obligations under this Agreement;
- (4) the authorized capital of Glow consists of an unlimited number of Glow Shares, of which, at the date hereof, there are 25,015,950 Glow Shares issued and outstanding. Glow has no other securities issued and outstanding at the date hereof;
- (5) other than the issuance of 25,000,000 Glow Shares pursuant to the Share Exchange Agreement and the Glow Units issuable pursuant to the Glow Financing, neither Glow nor any of the Glow Subsidiaries is a party to and has not granted any agreement, warrant, option or right or privilege capable of becoming an agreement, for the purchase, subscription or issuance of any Glow Shares or any shares of the Glow Subsidiaries, or securities convertible into or exchangeable for Glow Shares or any shares of the Glow Subsidiaries;

- (6) Glow is not a reporting issuer nor an associate of any reporting issuer (as defined in the *Securities Act* (Ontario)) and the Glow Shares do not trade on any exchange;
- (7) each of Glow and the Glow Subsidiaries has all requisite corporate capacity, power and authority, and possesses all material certificates, authority, permits and licenses issued by the appropriate state, provincial, municipal or federal regulatory agencies or bodies necessary to conduct the business as now conducted by Glow on a consolidated basis, and to own its assets, and is in compliance in all material respects with such certificates, authorities, permits or licenses. Neither Glow nor any of the Glow Subsidiaries has received any notice of proceedings relating to the revocation or modification of any such certificate, authority, permit or license which, singly or in the aggregate, if the subject of an unfavourable decision, order, finding or ruling, would materially and adversely affect the conduct of the business, operations, financial condition, income or future prospects of Glow on a consolidated basis. Neither Glow nor any of the Glow Subsidiaries knows of any claim or basis for any claim that might or could adversely affect the right thereof to use, transfer or otherwise exploit its rights under applicable Laws and neither Glow nor and Glow Subsidiaries has any responsibility or obligation to pay any commission, royalty, license, fee or similar payment to any person with respect thereto;
- (8) each of Glow and the Glow Subsidiaries is the absolute legal and beneficial owner of, and has good and marketable title to, all of the material property or assets thereof free of all mortgages, liens, charges, pledges, security interests, encumbrances, claims or demands whatsoever, other than those reflected or reserved against it in the Glow Financial Statements;
- (9) each of the Documents has been or at the Effective Time will be, duly authorized, and with respect to this Agreement, executed and delivered by Glow and constitutes a valid and binding obligation of Glow enforceable in accordance with its terms (subject to such limitations and prohibitions as may exist or may be enacted in applicable laws relating to bankruptcy, insolvency, liquidation, moratorium, reorganization, arrangement or winding-up and other laws, rules and regulations of general application affecting the rights, powers, privileges, remedies and/or interests of creditors generally) and no other corporate proceeding on the part of Glow, other than the submission of the Amalgamation to the Glow Shareholders, is necessary to authorize this Agreement and the transactions contemplated hereby;
- (10) the entering into and the performance by Glow of the Business Combination contemplated in the Documents: (a) do not require any consent, approval, authorization or order of any court or governmental agency, body or Governmental Authority, except that which may be required under applicable corporate and securities legislation and the policies of the CSE; (b) will not contravene any statute or regulation of any Governmental Authority which is binding on Glow or any of the Glow Subsidiaries where such contravention would have a Material Adverse Effect; and (c) will not result in the breach of, or be in conflict with, or constitute a default under, or create a state of facts which, after notice or lapse of time, or both, would constitute a default under any term or provision of the constating documents, by-laws or resolutions of Glow or the Glow Subsidiaries or any mortgage, note, indenture, contract or agreement instrument, lease or other document to which Glow or any of the Glow Subsidiaries is a party, or any judgment, decree or order or any term or provision thereof, which breach, conflict or default would have a Material Adverse Effect;
- (11) except as disclosed to Ateba and as shall be disclosed in the Listing Statement, there are no legal, regulatory, governmental or similar proceedings pending or, to the knowledge of Glow, contemplated or threatened, to which Glow or any of the Glow Subsidiaries is a party or to which the property of Glow or any of the Glow Subsidiaries is subject;

- (12) the audited consolidated financial statements of Glow for the year ended December 31, 2018 and the notes thereto (the "**Glow Financial Statements**") present fairly, in all material respects, the financial position of Glow and the Glow Subsidiaries as at such date, and do not omit to state any material fact that is required by applicable Laws to be stated or reflected therein or which is necessary to make the statements contained therein not misleading;
- (13) other than as disclosed in writing to Ateba, there are no plans for retirements, bonus, stock purchase, profit sharing, stock option, deferred compensation, severance or termination pay, insurance, medical, hospital, dental, vision care, drug, sick leave, disability, salary continuation, legal benefits, unemployment benefits, vacation, incentive or otherwise contributed to or required to be contributed to, by Glow or any of the Glow Subsidiaries for the benefit of any current or former director, officer, employee or consultant of Glow or any of the Glow Subsidiaries;
- (14) each of Glow and the Glow Subsidiaries maintains insurance against loss or damage in respect of its assets, business and operations, with responsible insurers on a basis consistent with insurance obtained by reasonably prudent participants in comparable businesses;
- (15) except as shall be disclosed in the Listing Statement, Glow is not aware of any legislation, or proposed legislation published by a legislative body, which it anticipates will materially and adversely affect the business, affairs, operations, assets, liabilities (contingent or otherwise) or prospects of Glow or any of the Glow Subsidiaries;
- (16) neither Glow nor any of the Glow Subsidiaries is party to or bound or affected by any commitments, agreement or document containing any covenant which expressly limits the freedom of Glow or any of the Glow Subsidiaries to compete in any line of business or with any person, or to transfer or move any of its assets or operations;
- (17) Glow and the Glow Subsidiaries own and possess adequate enforceable rights to use all trademarks, patents, copyrights and trade secrets used or proposed to be used in the conduct of the business thereof and, to the best of Glow's knowledge, after due inquiry, neither Glow nor any of the Glow Subsidiaries is infringing upon the rights of any other person with respect to any such trademarks, patents, copyrights or trade secrets and, no person has infringed any such trademark, patents, copyrights or trade secrets;
- (18) there are no material liabilities of Glow or the Glow Subsidiaries whether direct, indirect, absolute, contingent or otherwise which are not disclosed or reflected in the Glow Financial Statements except for those incurred in the ordinary course of business as of the date hereof;
- (19) all taxes (including income taxes, capital tax, payroll taxes, employer health taxes, workers' compensation payments, property taxes, sales, use, goods and services taxes, value-added taxes, custom and land transfer taxes), duties, royalties, levies, imposts, assessments, charges or withholdings and all liabilities with respect thereto including any penalty and interest payable with respect thereto (collectively, "**Taxes**") due and payable by Glow and the Glow Subsidiaries have been paid or provision made therefor in the Glow Financial Statements except where the failure to pay such Taxes would not result in a Material Adverse Effect for Glow or the Glow Subsidiaries. All tax returns, declarations, remittances and filings required to be filed by Glow and the Glow Subsidiaries have been filed with all appropriate governmental authorities and all such returns, declarations, remittances and filings are complete and accurate and no material fact or facts have been omitted therefrom which would make any of them misleading. To the knowledge of Glow, no examination of any tax return of Glow or any of the Glow Subsidiaries is currently in progress and there are no issues or disputes outstanding with any governmental authority respecting any Taxes that have been paid, or may be payable, by Glow and any of the

Glow Subsidiaries. There are no agreements with any taxation authority providing for an extension of time for any assessment or reassessment of Taxes with respect to Glow or any of the Glow Subsidiaries;

- (20) there is no person, firm or company acting or purporting to act at the request of Glow who is or will be entitled to any brokerage or finder's fee in connection with the transactions contemplated herein, except for certain eligible finders which will act as finders in connection with the Glow Financing and will receive compensation from Glow in such capacities in accordance with the terms of the Glow Financing;
- (21) each of Glow and the Glow Subsidiaries has conducted and is conducting its business in compliance in all material respects with all applicable Laws of each jurisdiction in which it carries on business and with all Laws material to its operation, and neither Glow nor any of the Glow Subsidiaries has received any notice of the revocation or cancellation of, or any intention to revoke or cancel, any of the licenses, leases or other instruments conferring rights to Glow or the Glow Subsidiaries for the conduct of their business;
- (22) to the knowledge of Glow, after due inquiry, all activities of Glow and the Glow Subsidiaries have been, up to and including the date hereof, conducted in compliance, in all material respects, with any and all applicable Laws;
- (23) the Glow Disclosure Schedule sets forth a true and complete list of all Contracts to which Glow is a party or by which Glow is bound which is material to Glow. Each such Contract is a valid and subsisting agreement, enforceable in accordance with the terms thereof and can be fulfilled and performed in all material respects by Glow in the ordinary course of business. Each such Contract is unamended, is in full force and effect, in good standing and no event of default has occurred and is continuing and no event has occurred which, with the giving of notice, the lapse of time or both, would constitute an event of default by Glow under any such Contract. To the knowledge of Glow, no event has occurred which, with the giving of notice, the passing of time or both, would constitute an event of default by any other party to any such Contract, Glow is not alleged to be in default of any of the provisions of such Contracts, and Glow is not aware of any disputes with respect thereto.
- (24) the Glow Disclosure Schedule lists all intellectual property that is owned by or licensed to Glow and that is registered with any Governmental Entity, including all trade-marks and trade-mark applications, trade names, certification marks, patents and patent applications, copyrights, domain names, industrial designs, trade secrets, know-how, formulae, processes, inventions, technical expertise, research data and other similar property, all associated registrations and applications for registration, and all associated rights, including moral rights, the jurisdictions (if any) in which that intellectual property is registered (or in which application for registration has been made) and the applicable expiry dates of all listed registrations. All necessary legal steps have been taken by Glow to preserve its rights to the intellectual property listed in the Glow Disclosure Schedule. The Glow Disclosure Schedule also lists all licence agreements under which Glow has been granted a right to use, or otherwise exploit intellectual property owned by third parties. The intellectual property that is owned by Glow is owned free and clear of any Encumbrances except as specifically disclosed in the Glow Disclosure Schedule, and no Person other than Glow has any right to use that intellectual property except as disclosed in the Glow Disclosure Schedule. The use by Glow of any intellectual property owned by third parties is valid, and Glow is not in default or breach of any licence agreement relating to that intellectual property, and there exists no state of facts which, after notice or lapse of time or both, would constitute a default or breach.

- (25) to the knowledge of Glow, any and all material agreements pursuant to which Glow or any of the Glow Subsidiaries holds any of their material assets are valid and subsisting agreements in full force and effect, enforceable in accordance with their respective terms, neither Glow nor any of the Glow Subsidiaries is in default of any of the material provisions of any such agreements including, without limitation, failure to fulfil any payment or work obligation thereunder nor has any such default been alleged, Glow is not aware of any material disputes with respect thereto and such assets are in good standing under the applicable statutes and regulations of the jurisdictions in which they are situated, all leases, licenses and concessions pursuant to which Glow and the Glow Subsidiaries derive their interests in such material assets are in good standing and there has been no material default under any such leases, licenses and concessions and all real or other property taxes required to be paid with respect to such assets to the date hereof have been paid;
- (26) except as disclosed in the Glow Financial Statements or inter-corporate debt which is consolidated and not reflected in the Glow Financial Statements, neither Glow nor any of the Glow Subsidiaries has any loan or other indebtedness outstanding which has been made to any of its shareholders, officers, directors or employees, past or present, or any person not dealing at "arm's length" (as such term is defined in the *Income Tax Act* (Canada));
- (27) to the knowledge of Glow, there are no outstanding labour disputes, (whether filed or lodged with Glow or any of the Glow Subsidiaries or any other person or organization), pending labour disruptions or pending unionization with respect to Glow or any of the Glow Subsidiaries;
- (28) neither Glow nor any of the Glow Subsidiaries is bound by or a party to any collective bargaining agreement;
- (29) there is not, in the constating documents or in any agreement, mortgage, note, debenture, indenture or other instrument or document to which Glow or any of the Glow Subsidiaries is a party, any restriction upon or impediment to the declaration or payment of dividends by the directors of Glow or any of the Glow Subsidiaries or the payment of dividends by Glow or any of the Glow Subsidiaries to the holders of their securities;
- (30) neither Glow nor any of the Glow Subsidiaries is a party to or bound or affected by any commitment, agreement or document containing any covenant which expressly limits the freedom of Glow or any of the Glow Subsidiaries to compete in any line of business, or to transfer or move any of its assets or operations or which materially or adversely affects the business practices, operations or condition of Glow or the Glow Subsidiaries or which would prohibit or restrict Glow or any of the Glow Subsidiaries from entering into and completing the Business Combination;
- (31) neither Glow nor not any of the Glow Subsidiaries is a party to any agreement, nor is Glow or any of the Glow Subsidiaries aware of any agreement, which in any manner affects the voting control of any of the Glow Shares or other securities of Glow or any of the Glow Subsidiaries;
- (32) neither Glow nor any of the Glow Subsidiaries is aware of any pending or contemplated change to any applicable Law or governmental position that would materially affect the business of Glow or the Glow Subsidiaries taken as a whole or the legal environments under which Glow and the Glow Subsidiaries operate;
- (33) no representation, warranty or statement of Glow in this Agreement contains or will contain at the Effective Time any untrue statement of a material fact or omits or will omit to state any material fact necessary to make the statements contained herein or therein, in light of the circumstances under which made, not misleading; and

- (34) the corporate records and minute books of Glow and the Glow Subsidiaries contain, in all material respects, complete and accurate minutes of all meetings of the directors and shareholders since their respective dates of incorporation, together with the full text of all resolutions of directors and shareholders passed in lieu of such meetings, duly signed.

Section 4.2 Representations and Warranties of Ateba

Ateba hereby represents and warrants to Glow, and acknowledges that Glow is relying upon these representations and warranties in connection with the entering into of this Agreement, as follows:

- (1) Ateba has been duly incorporated and is validly existing under the laws of the Province of Ontario and is current and up-to-date with all filings required to be made by it in such jurisdiction;
- (2) Ateba has full corporate power, capacity and authority to undertake all steps of the Business Combination contemplated in the Documents and to carry out its obligations under this Agreement;
- (3) the authorized capital of Ateba consists of an unlimited number of Ateba Shares, of which 4,666,655 Ateba Shares are currently issued and outstanding prior to giving effect to the Consolidation; except for such Ateba Shares, Ateba has no other securities outstanding nor is it a party to or has granted any agreement, warrant, option or right or privilege capable of becoming an agreement, for the purchase, subscription or issuance of any Ateba Shares or securities convertible into or exchangeable for Ateba Shares;
- (4) on the Effective Date, assuming prior issuance of the Certificate of Amendment by the Director with respect to the Consolidation, the post-Consolidation Ateba Shares will be duly and validly issued and outstanding as fully paid and non-assessable and the Resulting Issuer Convertible Securities will be duly and validly created and issued;
- (5) since December 31, 2018, Ateba has not entered into any contract in respect of its business or assets, other than in the ordinary course of business, and has continued to carry on its business and maintain its assets in the ordinary course of business, with the exception of reasonable costs incurred in connection with the Business Combination, and without limitation but subject to the above exceptions, has maintained payables and other liabilities at levels consistent with past practice, not engaged or committed to engage in any extraordinary material transactions and has not made or committed to make distributions, dividends or special bonuses;
- (6) Ateba is a reporting issuer, or the equivalent thereof, in the provinces of British Columbia, Alberta, Saskatchewan, Manitoba, Ontario and Quebec (collectively, the "**Reporting Jurisdictions**") and is not currently in default of any requirement of the applicable laws of each of the Reporting Jurisdictions and other regulatory instruments of the Securities Authorities in such provinces, and no order ceasing, halting or suspending trading in securities of Ateba or prohibiting the distribution of such securities has been issued to and is outstanding against Ateba and no investigations or proceedings for such purposes are, to the knowledge of Ateba, pending or threatened. Notwithstanding the above, Ateba is subject to an undertaking from the Ontario Securities Commission dated December 29, 2017 with respect to a revocation of a temporary cease trade order dated May 6, 2016 that requires Ateba to file a preliminary prospectus in the event it completes a restructuring transaction, reverse takeover or significant acquisition that involves, directly or indirectly a material underlying business which is not located in Canada;

- (7) Ateba is in compliance in all material respects with all its disclosure obligations under applicable Laws and all documents filed by Ateba pursuant to such obligations are in compliance in all material respects with applicable Laws and did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;
- (8) Ateba has no associates (as defined in the *Securities Act* (Ontario)) and is not a partner, co-tenant, joint venturer or otherwise a participant in any partnership, joint venture, co-tenancy or other similarly joint owned business;
- (9) Ateba has all requisite corporate capacity, power and authority, and possesses all material certificates, authority, permits and licenses issued by the appropriate state, provincial, municipal or federal regulatory agencies or bodies necessary to conduct the business as now conducted by it and to own its assets and is in compliance in all material respects with such certificates, authorities, permits or licenses. Ateba has not received any notice of proceedings relating to the revocation or modification of any such certificate, authority, permit or license which, singly or in the aggregate, if the subject of an unfavourable decision, order, finding or ruling, would materially and adversely affect the conduct of the business, operations, financial condition, income or future prospects of Ateba;
- (10) each of the Documents has been, or at the Effective Time will be, duly authorized and, with respect to this Agreement, executed and delivered by Ateba and constitutes a valid and binding obligation of Ateba enforceable in accordance with its terms (subject to such limitations and prohibitions as may exist or may be enacted in applicable laws relating to bankruptcy, insolvency, liquidation, moratorium, reorganization, arrangement or winding-up and other laws, rules and regulations of general application affecting the rights, powers, privileges, remedies and/or interests of creditors generally) and no other corporate proceeding on the part of Ateba, other than the approval of the matters for which shareholder approval is to be sought at the Ateba Meeting in accordance with this Agreement, is necessary to authorize this Agreement and the transactions contemplated hereby;
- (11) the entering into and the performance by Ateba and Subco of the transactions contemplated in the Documents:
- (a) do not require any consent, approval, authorization or order of any court or governmental agency or body, except that which may be required under applicable securities legislation and the policies of the CSE;
 - (b) will not contravene any statute or regulation of any governmental authority which is binding on Ateba or Subco where such contravention would have a Material Adverse Effect; and
 - (c) will not result in the breach of, or be in conflict with, or constitute a default under, or create a state of facts which, after notice or lapse of time, or both, would constitute a default under any term or provision of the constating documents, by-laws or resolutions of Ateba or Subco or any mortgage, note, indenture, contract or agreement, instrument, lease or other document to which Ateba or Subco is or will be a party, or any judgment, decree or order or any term or provision thereof, which breach, conflict or default would have a Material Adverse Effect;
- (12) there are no legal or governmental proceedings pending or, to the knowledge of Ateba, contemplated or threatened, to which Ateba is a party or to which the property of Ateba is subject;

- (13) the audited annual financial statements of Ateba as at December 31, 2019 and the notes thereto and the unaudited interim financial statements of Ateba as at March 31, 2020 and the notes thereto (collectively, the "**Ateba Financial Statements**"), in each case, have been prepared in accordance with IFRS, present fairly, in all material respects, the financial position of Ateba as at such date, and do not omit to state any material fact that is required by IFRS or by applicable law to be stated or reflected therein or which is necessary to make the statements contained therein not misleading;
- (14) Ateba has no outstanding material liability, whether direct, indirect, absolute or contingent or otherwise, which is not reflected in the Ateba Financial Statements;
- (15) except as disclosed to Glow and as will be disclosed in the Listing Statement, Ateba has not entered into any material contract as of the date hereof;
- (16) except as disclosed in the Ateba Financial Statements, Ateba has not engaged in any transaction with any non-arm's length person;
- (17) all Taxes due and payable by Ateba have been paid or provision made therefor in the financial statements of Ateba except for where the failure to pay such Taxes would not result in a Material Adverse Effect for Ateba. All tax returns, declarations, remittances and filings required to be filed by Ateba have been filed with all appropriate governmental authorities and all such returns, declarations, remittances and filings are complete and accurate and no material fact or facts have been omitted therefrom which would make any of them misleading. To the knowledge of Ateba, no examination of any tax return of Ateba is currently in progress and there are no issues or disputes outstanding with any governmental authority respecting any Taxes that have been paid, or may be payable, by Ateba. There are no agreements with any taxation authority providing for an extension of time for any assessment or reassessment of Taxes with respect to Ateba;
- (18) there is no person, firm or company acting or purporting to act at the request of Ateba who is entitled to any brokerage or finder's fee in connection with the transactions contemplated in the Documents;
- (19) Ateba has conducted and is conducting its business in compliance in all material respects with all applicable Laws of each jurisdiction in which it carries on business and with all Laws material to its operation and Ateba has not received any notice of the revocation or cancellation of, or any intention to revoke or cancel, any concessions, licenses, leases or other instruments conferring rights to Ateba;
- (20) to the knowledge of Ateba, after due inquiry, all activities of Ateba have been, up to and including the date hereof, conducted in compliance, in all material respects, with any and all applicable Laws;
- (21) Ateba is not bound by or a party to any employment contracts. No current or former director, officer, shareholder, employee or independent contractor of Ateba or any person not dealing at arm's length within the meaning of the *Income Tax Act* (Canada) with any such person is indebted to Ateba;
- (22) since the date of its incorporation Ateba has not, directly or indirectly, declared or paid any dividend or declared or made any other distribution on Ateba Shares or securities of any class, or, directly or indirectly, redeemed, purchased or otherwise acquired any Ateba Shares or securities or agreed to do any of the foregoing;

- (23) there is not, in the constating documents or in any agreement, mortgage, note, debenture, indenture or other instrument or document to which Ateba is a party any restriction upon or impediment to, the declaration or payment of dividends by the directors of Ateba or the payment of dividends by Ateba to the holders of its securities;
- (24) except to the extent that Ateba must comply with the policies of the CSE, Ateba is not a party to or bound or affected by any commitment, agreement or document containing any covenant which expressly limits the freedom of Ateba to compete in any line of business, or to transfer or move any of its assets or operations or which materially or adversely affects the business practices, operations or condition of Ateba or which would prohibit or restrict Ateba from entering into and completing the Business Combination;
- (25) Ateba is not a party to any agreement nor is Ateba aware of any agreement, which in any manner affects the voting control of any of the securities of Ateba;
- (26) Ateba is not aware of any pending or contemplated change to any applicable Law or governmental position that would materially affect the business of Ateba;
- (27) the corporate records and minute books of Ateba contain, in all material respects, complete and accurate minutes of all meetings of the directors and shareholders since its date of incorporation, together with the full text of all resolutions of directors and shareholders passed in lieu of such meetings, duly signed;
- (28) no representation, warranty or statement of Ateba or Subco in the Documents contains or will contain at the Effective Time any untrue statement of a material fact or omits or will omit to state any material fact necessary to make the statements contained herein or therein, in light of the circumstances under which made, not misleading; and
- (29) Ateba does not maintain any insurance.

Section 4.3 Survival

For greater certainty, the representations and warranties of each of Glow and Ateba contained herein shall survive the execution and delivery of this Agreement and shall terminate and be extinguished on the earlier of the termination of this Agreement in accordance with its terms and the Effective Time.

ARTICLE 5 CONDUCT OF BUSINESS

Section 5.1 Conduct of Business by the Parties

Except as required by Law or is otherwise expressly permitted or specifically contemplated by this Agreement, each of the Parties covenants and agrees that, during the period from the date of this Agreement until the earlier of either the Effective Time or the time that this Agreement is terminated by its terms, unless each of the other Parties shall otherwise agree in writing:

- (a) it shall, and shall cause its Subsidiaries to conduct business in, and not take any action except in, the usual and ordinary course of business, with the exception of reasonable costs incurred in connection with the Business Combination, and it shall and shall cause its Subsidiaries to use all commercially reasonable efforts to maintain and preserve its business organization, assets, employees and advantageous business relationships and it shall not, and shall cause its Subsidiaries to not, without the prior written consent of the

other Parties, enter into any contract in respect of its business or assets, other than in the ordinary course of business, and without limitation but subject to the foregoing, shall maintain payables and other liabilities at levels consistent with past practice, shall not engage or commit to engage in any extraordinary material transactions and shall not make or commit to make distributions, dividends or special bonuses, without the prior written consent of the other Parties; and

- (b) other than as contemplated by this Agreement, it shall not directly or indirectly do or permit to occur any of the following:
 - (i) amend its Governing Documents;
 - (ii) declare, set aside or pay any dividend or other distribution or payment (whether in cash, shares or property) in respect of its shares owned by any Person other than inter-corporate loans and advances;
 - (iii) issue, grant, sell or pledge or agree to issue, grant, sell or pledge any shares, or securities convertible into or exchangeable or exercisable for, or otherwise evidencing a right to acquire shares other than: (A) the grant or exercise of stock options and other similar issuances pursuant to any stock option plan or similar share compensation arrangements in place prior to the date hereof for directors, officers, employees or consultants or (B) in connection with the Glow Financing or in connection with the Share Exchange Agreement;
 - (iv) redeem, purchase or otherwise acquire any of its outstanding shares or other securities including, without limitation, under an issuer bid;
 - (v) split, combine or reclassify any of its shares;
 - (vi) adopt a plan of liquidation or resolutions providing for the liquidation, dissolution, merger, consolidation or reorganization of itself or any of its Subsidiaries; or
 - (vii) enter into or modify any contract, agreement, commitment or arrangement with respect to any of the foregoing, except as permitted above.

ARTICLE 6 COVENANTS

Section 6.1 Waiver of Notice of Subco Shareholder Meeting and Resolution in Lieu of Meeting by Ateba

Ateba, as sole shareholder of Subco, shall waive notice of and its attendance at a meeting of the shareholders of Subco to approve the Amalgamation and shall sign a resolution in writing of the sole shareholder of Subco approving the Amalgamation.

Section 6.2 Representations and Warranties

- (1) Glow covenants and agrees that from the date hereof until the termination of this Agreement it shall not, and shall ensure that its Subsidiaries do not, take any action, or fail to take any action, which would or may reasonably be expected to result in the representations and warranties set out

in Section 4.1 being untrue in any material respect.

- (2) Ateba covenants and agrees that, from the date hereof until the termination of this Agreement it shall not take any action, or fail to take any action, which would or may reasonably be expected to result in the representations and warranties set out in Section 4.2 being untrue in any material respect.

Section 6.3 Notice of Material Change

- (1) From the date hereof until the termination of this Agreement, each Party shall promptly notify the other Parties in writing of:
 - (a) any material change (actual, anticipated, contemplated or, to the knowledge of such Party or any of its Subsidiaries, threatened, financial or otherwise) in the business, affairs, operations, assets, liabilities (contingent or otherwise) or capital of such Party and its Subsidiaries, taken as whole;
 - (b) any change in the facts relating to any representation or warranty set out in Section 4.1 or Section 4.2 hereof, as applicable, which change is or may be of such a nature as to render any such representation or warranty misleading or untrue in a material respect; or
 - (c) any material fact which arises and which would have been required to be stated herein had the fact arisen on or prior to the date of this Agreement.
- (2) Each of the Parties shall in good faith discuss with the other any change in circumstances (actual, anticipated, contemplated or, to its knowledge of its or any of its Subsidiaries, threatened, financial or otherwise) which is of such a nature that there may be a reasonable question as to whether notice need to be given to the other pursuant to this section.

Section 6.4 Non-Solicitation

None of the Parties shall solicit any offers to purchase its shares or assets and neither of Ateba nor Glow will initiate or encourage any discussions or negotiations with any third party with respect to such a transaction or amalgamation, merger, take-over, plan of arrangement or similar transaction during the period commencing on the date hereof and ending on the termination of this Agreement (excluding, for greater certainty, any solicitations by Glow of offers to purchase common shares under the Glow Financing). The Parties shall immediately cease and cause to be terminated any existing discussions or negotiations with any third party related to any of the foregoing. In the event any of the Parties is approached in respect of any such transaction, it shall immediately notify the other.

For greater certainty, from and after the execution and delivery of this Agreement by each Party and until the Effective Date, Glow will conduct its business and affairs in the ordinary course. Glow shall immediately cease and cause to be immediately terminated all existing discussions, solicitations, initiations, encouragements, co-operations and negotiations, if any, with any person or persons (other than each other or its affiliates) conducted on or before the date of this Agreement by Glow, or any of its representatives with respect to any Alternative Transaction (as defined below) and Glow will not, directly or indirectly, through any representative or other person:

- (a) solicit, assist, initiate, knowingly encourage or otherwise knowingly facilitate any inquiries, offers or proposals, whether publicly or otherwise, regarding an Alternative Transaction;

- (b) participate in any discussions or negotiations regarding, or provide information concerning with respect to it or otherwise cooperate in any way with an Alternative Transaction; or
- (c) pursue any other significant corporate acquisition or disposition, merger or sale of assets, or make any other material change to its respective business or affairs including, without limitation, making any distribution to its equity or debt holders, if any.

For the purposes of the foregoing, an "**Alternative Transaction**" means any inquiry or the making of any proposal or offer to Glow or any shareholder of Glow from any person or persons "acting jointly or in concert" (within the meaning of Multilateral Instrument 62-104 - *Take-Over Bids and Issuer Bids*), whether or not in writing, which contemplates, relates to, constitutes, or may reasonably be expected to lead to (in either case whether in one transaction or a series of transactions): (i) an acquisition from Glow or Glow's respective shareholders of any of the securities of Glow that, when taken together with the securities of Glow held by the proposed acquiror, and any person or persons acting jointly or in concert with the proposed acquiror, would constitute 10% or more of the voting securities of such Party or any of its subsidiaries; (ii) any acquisition of a substantial amount of assets of either Glow or any of its subsidiaries; (iii) an amalgamation, arrangement, merger, combination, consolidation or similar transaction involving Glow or any of its subsidiaries; (iv) any take-over bid, issuer bid, exchange offer, recapitalization, liquidation, dissolution, reorganization or similar transaction involving a Party or any of its subsidiaries; or (v) any other transaction, the consummation of which would or could reasonably be expected to impede, interfere with, prevent or delay the Amalgamation.

Section 6.5 Other Covenants

Each of the Parties covenants and agrees that it shall:

- (a) use all commercially reasonable efforts to consummate the Business Combination and all matters described in the Listing Statement, subject only to the terms and conditions hereof and thereof;
- (b) use all commercially reasonable efforts to obtain all appropriate Regulatory Approvals;
- (c) not, other than in connection with the Business Combination, split, consolidate or reclassify any of its outstanding securities, nor declare, set aside or pay any dividends on or make any other distributions on or in respect of its outstanding securities; and
- (d) not, other than in connection with the Business Combination, reorganize, amalgamate or merge with any other person, nor acquire by amalgamating, merging or consolidating with, purchasing a majority of the voting securities or substantially all of the assets of or otherwise, any business or Person which acquisition or other transaction would reasonably be expected to prevent or materially delay the Business Combination contemplated hereby.

ARTICLE 7 MUTUAL COVENANTS

Section 7.1 Other Filings

The Parties shall, as promptly as practicable hereafter, prepare and file all filings required under any securities Laws, the rules of the CSE or any other applicable Laws relating to the Business Combination contemplated hereby.

Section 7.2 Additional Agreements

Subject to the terms and conditions of this Agreement and subject to fiduciary obligations under applicable Laws, each of the Parties hereto agrees to use all commercially reasonable efforts to take, or cause to be taken, all action and to do, or cause to be done, all things necessary, proper or advisable to consummate and make effective as promptly as practicable the Business Combination contemplated by this Agreement and to cooperate with each other in connection with the foregoing, including using commercially reasonable efforts:

- (a) to obtain all necessary waivers, consents and approvals from other Parties to material agreements, leases and other contracts or agreements;
- (b) to defend all lawsuits or other legal proceedings challenging this Agreement or the consummation of the Business Combination contemplated hereby;
- (c) to cause to be lifted or rescinded any injunction or restraining order or other order adversely affecting the ability of the Parties to consummate the Business Combination contemplated hereby;
- (d) to effect all necessary registrations and other filings and submissions of information requested by the CSE;
- (e) to effect all necessary registrations and other filings and submissions of information requested by Governmental Authorities; and
- (f) to fulfill all conditions and satisfy all provisions of this Agreement.

For purposes of the foregoing, the obligation to use "**commercially reasonable efforts**" to obtain waivers, consents and approvals to loan agreements, leases and other contracts shall not include any obligation to agree to a materially adverse modification of the terms of such documents or to prepay or incur additional material obligations to such other Parties.

ARTICLE 8 CONDITIONS AND CLOSING MATTERS

Section 8.1 Mutual Conditions Precedent

The respective obligations of the Parties hereto to complete each step of the Business Combination contemplated by this Agreement shall be subject to the satisfaction, on or before the Effective Date, of the following conditions precedent, each of which may be waived only by the mutual consent of the Parties:

- (a) the Resulting Issuer, upon completion of the Business Combination, shall meet the minimum original listing requirements of the CSE and the Business Combination, including the issuance of the post-Consolidation Ateba Shares pursuant thereto, shall have been approved and accepted as Ateba's "Qualifying Transaction" in accordance with the requirements of the CSE;
- (b) there shall not be in force any order or decree restraining or enjoining the consummation of the Business Combination;

- (c) the Certificate of Amendment shall have been issued by the Director giving effect to the Consolidation;
- (d) this Agreement shall not have been terminated pursuant to Article 9;
- (e) all Regulatory Approvals and corporate approvals shall have been obtained;
- (f) each Party shall not have entered into any transaction or contract which would have a material effect on the financial and operational condition, or the assets of each Party, excluding those transactions or contracts undertaken in the ordinary course of business, without first discussing and obtaining the approval of the other Party;
- (g) the requisite approval of the shareholders of Ateba of the Business Combination, the Consolidation, Ateba Director Appointments and Ateba Name Change shall have been obtained; and
- (h) the Glow Financing shall have been completed for minimum gross proceeds of \$2,500,000.

If any of the above conditions shall not have been complied with or waived by the Parties on or before the Completion Deadline or, if earlier, the date required for the performance thereof, then either Party may terminate this Agreement in circumstances where the failure to satisfy any such condition is not the result, directly or indirectly, of a breach of this Agreement by the Party terminating the Agreement. In the event that the failure to satisfy any one or more of the above conditions precedent results from a material default by a Party of its obligations under this Agreement and if such condition(s) precedent would have been satisfied but for such default, such defaulting Party shall not rely on such failure (to satisfy one or more of the above conditions) as a basis for its own non-compliance with its obligations under this Agreement.

Section 8.2 Additional Conditions Precedent to the Obligations of Glow

The obligations of Glow to complete the Business Combination contemplated by this Agreement shall also be subject to the satisfaction, on or before the Effective Date, of each of the following conditions precedent (each of which is for the exclusive benefit of Glow and may be waived by Glow and any one or more of which, if not satisfied or waived, will relieve Glow of any obligation under this Agreement):

- (a) on or prior to the Effective Date, and effective upon completion of the Amalgamation, each of the directors and officers of Ateba shall have tendered their resignations and provided releases in a form acceptable to Glow and the board of directors of Ateba, subject to the approval of the CSE, shall have been reconstituted to consist of the nominees of Glow;
- (b) no Material Adverse Change with respect to Ateba shall have occurred between the date hereof and the Effective Date;
- (c) Ateba shall not have breached, or failed to comply with, in any material respect, any of its covenants or other obligations under this Agreement, and all representations and warranties of Ateba contained in this Agreement shall have been true and correct in all material respects as of the date of this Agreement and shall not have ceased to be true and correct in any material respect thereafter (provided, however, that if the breaching Party

has been given written notice by the other Party specifying in reasonable detail any such misrepresentation, breach or non-performance, the breaching Party shall have had three days to cure such misrepresentation, breach or non-performance), and the CEO of Ateba or another officer satisfactory to Glow shall so certify immediately prior to the Effective Date;

- (d) the Ateba board of directors shall have adopted all necessary resolutions and all other necessary corporate actions shall have been taken by Ateba to permit the consummation of the Business Combination and the transactions contemplated therewith;
- (e) Ateba shall have disposed its mineral assets in its entirety and have received a discharge the mortgage in favour of 2362516 Ontario Inc. to the satisfaction of Glow and have liabilities of no greater than \$100,000 in connection with the completion of the Business Combination and listing on the CSE;
- (f) Glow shall have received from counsel to Ateba favourable legal opinions concerning such matters with respect to the Business Combination as are customary in similar transactions and as Glow and its counsel may reasonably request; and
- (g) Ateba shall have completed the Debt Conversion.

If any of the above conditions shall not have been complied with or waived by the Parties on or before the Completion Deadline or, if earlier, the date required for the performance thereof, then, subject to the cure provision provided for in Section 8.2(c), Glow may terminate this Agreement in circumstances where the failure to satisfy any such condition is not the result, directly or indirectly, of a breach of this Agreement by Glow. In the event that the failure to satisfy any one or more of the above conditions precedent results from a material default by Glow of its obligations under this Agreement and if such condition(s) precedent would have been satisfied but for such default, Glow shall not rely on such failure (to satisfy one or more of the above conditions) as a basis for its own noncompliance with its obligations under this Agreement.

Section 8.3 Additional Conditions Precedent to the Obligations of Ateba

The obligations of Ateba to complete each step of the Business Combination contemplated by this Agreement shall also be subject to the satisfaction, on or before the Effective Date, of each of the following conditions precedent (each of which is for the exclusive benefit of Ateba and may be waived by Ateba and any one or more of which, if not satisfied or waived, will relieve Ateba of any obligation under this Agreement):

- (a) no Material Adverse Change with respect to Glow or the Glow Subsidiaries taken as a whole shall have occurred between the date hereof and the Effective Date;
- (b) Glow shall not have breached, or failed to comply with, in any material respect, any of its covenants or other obligations under this Agreement, and all representations and warranties of Glow contained in this Agreement shall have been true and correct in all material respects as of the date of this Agreement and shall not have ceased to be true and correct in any material respect thereafter (provided, however, that if the breaching Party has been given written notice by the other Party specifying in reasonable detail any such misrepresentation, breach or non-performance, the breaching Party shall have had three days to cure such misrepresentation, breach or nonperformance), and the President of Glow or another officer satisfactory to Ateba shall so certify immediately prior to the Effective Date;

- (c) the board and the shareholders of Glow shall have adopted all necessary resolutions and all other necessary corporate actions shall have been taken by Glow to permit the consummation of the Business Combination and the transactions contemplated therewith;
- (d) The number of Glow Shares in respect of which shareholders of Glow have dissented in connection with the resolutions authorizing the Amalgamation shall not exceed 5% of the number of issued and outstanding Glow Shares; and
- (e) Ateba shall have received from counsel to Glow favourable legal opinions concerning such matters with respect to the Business Combination as are customary in similar transactions and as Ateba and its counsel may reasonably request, including with respect to the corporate existence and ownership of the Glow Subsidiaries.

If any of the above conditions shall not have been complied with or waived by the Parties on or before the Completion Deadline or, if earlier, the date required for the performance thereof, then, subject to the cure provision provided for in Section 8.3(b), Ateba and Subco may terminate this Agreement in circumstances where the failure to satisfy any such condition is not the result, directly or indirectly, of a breach of this Agreement by Ateba or Subco. In the event that the failure to satisfy any one or more of the above conditions precedent results from a material default by Ateba or Subco of its obligations under this Agreement and if such condition(s) precedent would have been satisfied but for such default, either Party shall rely on such failure (to satisfy one or more of the above conditions) as a basis for its own non-compliance with its obligations under this Agreement.

Section 8.4 Merger of Conditions

The conditions set out in sections 8.1, 8.2 and 8.3 shall be conclusively deemed to have been satisfied, waived or released by the Parties on the filing of the Articles of Amalgamation with the Director and such other documents as are required to be filed under the OBCA for acceptance by the Director to give effect to the Amalgamation.

Section 8.5 Closing Matters

The completion of the transactions contemplated under this Agreement shall be closed at the offices of Glow's counsel, Irwin Lowy LLP at 10:00 a.m. (Toronto time) (the "**Time of Closing**") on the Effective Date.

ARTICLE 9 TERMINATION, AMENDMENT AND DISSENTING SHAREHOLDERS

Section 9.1 Termination

This Agreement may be terminated by written notice promptly given to the other Party hereto, at any time prior to the Effective Date:

- (a) by mutual agreement in writing by the Parties;
- (b) if the Effective Date has not occurred by the Completion Deadline; or
- (c) as set forth in Section 8.1, Section 8.2 and Section 8.3 of this Agreement.

Section 9.2 Effect of Termination

In the event of the termination of this Agreement as provided in Section 9.1 hereof, this Agreement shall forthwith have no further force or effect and there shall be no obligation on the part of Ateba or Glow hereunder except as set forth in Section 9.3 hereof and this Section 9.2, which provisions shall survive the termination of this Agreement. Nothing herein shall relieve either Party from liability for any breach of this Agreement.

Section 9.3 Fees and Expenses

Except as noted in this Section 9.3, the Parties hereto shall be responsible for the payment of their own professional fees (including but not limited to legal and accounting fees) and other expenses incurred by them in connection with this Agreement whether or not the Business Combination is completed. In the event Glow: (i) breaches the provisions set forth in Sections 6.4 or 6.5 above; or (ii) fails to: (A) obtain the necessary Glow shareholder approval as contemplated by this Agreement; (B) obtain approval of the CSE prior to the Completion Deadline; or (C) complete the Glow Financing, Glow shall forthwith pay to Ateba a termination fee equal to one-hundred thousand dollars (\$100,000) within three (3) days of such termination (the "**Termination Fee**").

Section 9.4 Amendment

This Agreement may, at any time on or before the Effective Date be amended by mutual agreement between the Parties hereto. This Agreement may not be amended except by an instrument in writing signed by the appropriate officers on behalf of each of the Parties hereto.

Section 9.5 Dissenting Shareholders

On the earlier of the Effective Date, the making of an agreement between a Dissenting Shareholder and Glow for the purchase of their Dissenting Glow Shares or the pronouncement of a court order pursuant to Section 185 of the OBCA, a Dissenting Shareholder shall cease to have any rights as a Glow Shareholder other than the right to be paid the fair value of its Dissenting Glow Shares in the amount agreed to or as ordered by the court, as the case may be. Notwithstanding anything in this Agreement to the contrary, Dissenting Glow Shares which are held by a Dissenting Shareholder shall not be exchanged for post-Consolidation Ateba Shares on the Effective Date as provided in Section 2.1 hereof. However, in the event that a Dissenting Shareholder fails to perfect or effectively withdraws the Dissenting Shareholder's claim under Section 185 of the OBCA or otherwise forfeits the Dissenting Shareholder's right to make a claim under Section 185 of the OBCA, the Dissenting Shareholder's Dissenting Glow Shares shall thereupon be deemed to have been exchanged as of the Effective Date for post-Consolidation Ateba Shares on the basis set forth in Section 2.1 hereof.

Section 9.6 Waiver

A Party may (i) extend the time for the performance of any of the obligations or other acts of the other Party, (ii) waive compliance with any of the other Party's agreements or the fulfillment of any of its conditions contained herein or (iii) waive inaccuracies in the other Party's representations or warranties contained herein or in any document delivered by the other Party hereto; provided, however, that any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such Party.

ARTICLE 10 GENERAL

Section 10.1 Notices

All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed to have been duly given or made as of the date delivered or sent if delivered personally or sent by facsimile or e-mail or sent by prepaid overnight courier to the Parties at the following addresses (or at such other addresses as shall be specified by the Parties by like notice):

if to Glow:

Glow Lifetech Ltd.
401 Bay Street, 16th Floor
Toronto, Ontario
M5H 2Y4

Attention: Clark Kent, President
E-mail: ckent@relaymedical.com

if to Ateba or Subco:

Ateba Resources Inc.
217 Queen Street West, Suite 401
Toronto, Ontario M5V 0R2

Attention: Arvin Ramos
Email: aramos@resourcesgroup.ca

Section 10.2 Assignment

Except as expressly permitted by the terms hereof, neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by either of the Parties hereto without the prior written consent of the other Party.

Section 10.3 Complete Agreement

This Agreement sets forth the entire understanding between the Parties hereto and supersedes all prior agreements, arrangements and communications, whether oral or written, with respect to the subject matter hereof, including but not limited to, the letter of intent dated March 11, 2019 between Glow and Ateba. No other agreements, representations, warranties or other matters, whether oral or written, shall be deemed to bind the Parties hereto with respect to the subject matter hereof.

Section 10.4 Further Assurances

Each Party hereto shall, from time to time, and at all times hereafter, at the request of the other Party hereto, but without further consideration, do all such further acts and execute and deliver all such further documents and instruments as shall be reasonably required in order to fully perform and carry out the terms and intent hereof.

Section 10.5 Severability

Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Law. Any provision of this Agreement that is invalid or

unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 10.6 Counterpart Execution

This Agreement may be executed by facsimile, by electronic transmission in portable document format (PDF) or other legally permissible electronic signature, in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

Section 10.7 Investigation by Parties

No investigations made by or on behalf of either Party or any of their respective authorized agents at any time shall have the effect of waiving, diminishing the scope of or otherwise affecting any representation, warranty or covenant made by the other Party in or pursuant to this Agreement.

Section 10.8 Public Announcement; Disclosure and Confidentiality

- (1) Unless and until the transactions contemplated in this Agreement will have been completed, none of the Parties shall make any public announcement concerning this Agreement or the matters contemplated herein, their discussions or any other memoranda, letters or agreements between them relating to the matters contemplated herein without the prior consent of the other Party, which consent shall not be unreasonably withheld, provided that no party shall be prevented from making any disclosure which is required to be made by law or any rules of a stock exchange or similar organization to which it is bound.
- (2) All information provided to or received by the parties hereunder shall be treated as confidential ("**Confidential Information**"). Subject to the provisions of this Section, no Confidential Information shall be published by any party hereto without the prior written consent of the others, but such consent in respect of the reporting of factual data shall not be unreasonably withheld. The consent required by this Section shall not apply to a disclosure to: (a) comply with any applicable laws, stock exchange rules or a regulatory authority having jurisdiction; (b) a director, officer or employee of a party; (c) an affiliate (within the meaning of the OBCA) of a party; (d) a consultant, contractor or subcontractor of a party that has a bona fide need to be informed; or (e) any third party to whom the disclosing party may assign any of its rights under this Agreement; provided, however, that in the case of subsection (e) the third party or parties, as the case may be, agree to maintain in confidence any of the Confidential Information so disclosed to them.
- (3) The obligations of confidence and prohibitions against use of Confidential Information under this Agreement shall not apply to information that the disclosing party can show by reasonable documentary evidence or otherwise: (a) as of the date of this Agreement, was in the public domain; (b) after the date of this Agreement, was published or otherwise became part of the public domain through no fault of the disclosing party or an affiliate thereof (but only after, and only to the extent that, it is published or otherwise becomes part of the public domain); or (c) was information that the disclosing party or its affiliates were required to disclose pursuant to the order of any Government Authority or judicial authority.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

GLOW LIFETECH LTD.

Per: "W. Clark Kent" (Signed)

Name: Clark Kent

Title: President

ATEBA RESOURCES INC.

Per: "Jessica Whitton" (Signed)

Name: Jessica Whitton

Title: Chief Executive Officer

SCHEDULE "A"
AMALGAMATION AGREEMENT

THIS AMALGAMATION AGREEMENT is made as of the ● day of ●, 2020,

AMONG:

ATEBA RESOURCES INC.,
a corporation incorporated under the laws of the Province of Ontario
("Ateba");

- and -

● ONTARIO INC.,
a corporation incorporated under the laws of the Province of Ontario
("Subco");

- and -

GLOW LIFETECH LTD.,
a corporation incorporated under the laws of the Province of Ontario
("Glow");

WHEREAS Glow and Ateba have agreed to combine their businesses and assets pursuant to the Business Combination Agreement;

AND WHEREAS Glow and Subco are each incorporated under the OBCA;

AND WHEREAS Subco is a wholly-owned subsidiary of Ateba;

AND WHEREAS the authorized capital of Glow consists of an unlimited number of Glow Shares, of which [●] Glow Shares are issued and outstanding at the date hereof as fully paid and non-assessable shares;

AND WHEREAS the authorized capital of Subco consists of an unlimited number of Subco Shares, of which one-hundred (100) Subco Shares are issued and outstanding at the date hereof as fully paid and non-assessable shares, all of which are owned beneficially and of record by Ateba;

AND WHEREAS pursuant to the Amalgamation, and subject to the terms of the Business Combination Agreement, Glow and Subco shall amalgamate and continue as Amalco, which shall become a wholly-owned subsidiary of Ateba, and Ateba shall issue to each Glow Shareholder one (1) Ateba Share for each one (1) Glow Share held (following the Consolidation as defined below);

AND WHEREAS Glow, Ateba and Subco have each made full disclosure to the other of all their respective assets and liabilities;

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

1. Interpretation

In this Agreement, including the recitals hereto, the following words and expressions shall have the respective meanings ascribed to them below:

"Agreement" means this agreement, its recitals and exhibits, as the same may be amended, modified or supplemented from time to time;

"Amalco" means the corporation resulting from the Amalgamation and continuing the corporate existence of the Amalgamating Corporations;

"Amalco Shareholder" means a registered holder of Amalco Shares, from time to time, and **"Amalco Shareholders"** means all of such holders;

"Amalco Shares" means the common shares in the share capital of Amalco;

"Amalgamating Corporations" means Glow and Subco and **"Amalgamating Corporation"** means either of them as applicable;

"Amalgamation" means the amalgamation of the Amalgamating Corporations pursuant to the provisions of the OBCA in the manner contemplated in and pursuant to this Agreement;

"Articles of Amalgamation" means the articles of amalgamation giving effect to the Amalgamation to be filed with the Director appointed under the OBCA pursuant to this Agreement, in the form annexed hereto as Exhibit "A";

"Ateba Name Change" means, subject to the completion of the Amalgamation, a change in the name of Ateba to "Glow Lifetech Corp." or such other similar name as may be accepted by the relevant regulatory authorities and approved by the board of directors of Ateba following the Amalgamation;

"Ateba Shares" means the common shares in the capital of Ateba;

"Business Combination Agreement" means the business combination agreement dated June [●], 2020 between Glow and Ateba;

"CDS" means CDS Clearing and Depositary Services Inc.;

"Certificate of Amalgamation" means the certificate of amalgamation to be issued by the Director in respect of the Amalgamation;

"Consolidation" means the consolidation of the issued and outstanding Ateba Shares on the basis of one (1) post-Consolidation Ateba Share for every three (3) pre-Consolidation Ateba Shares, which occurred immediately prior to the Amalgamation;

"Depositary" means TSX Trust Company at its principal office in Toronto, Ontario, which is also the transfer agent and registrar for the Glow Shares;

"Director" means the Director appointed under Section 278 of the CBCA;

"Dissenting Shareholder" means a registered Glow Shareholder who, in connection with the special resolution of the Shareholders which approves and adopts this Agreement, has exercised the right to dissent pursuant to Section 185 of the OBCA in strict compliance with the provisions thereof and thereby becomes entitled to be paid the fair value of his, her or its Glow Shares and who has not withdrawn the notice of the exercise of such right as permitted by Section 185 of the OBCA;

"Effective Date" means the date shown on the Certificate of Amalgamation;

"fair value" where used in relation to a Glow Share held by a Dissenting Shareholder, means fair value as determined by a court under Section 185 of the OBCA or as agreed between Glow and the Dissenting Shareholder;

"Glow Shares" means the common shares in the capital of Glow;

"Glow Shareholder" means a registered holder of Glow Shares, from time to time, and **"Glow Shareholders"** means all of such holders.

"Letter of Transmittal" means a letter of transmittal to be sent to holders of Glow Shares for use in connection with the Amalgamation and in order to receive the Ateba Shares to which they are entitled after giving effect to the Amalgamation;

"OBCA" means the *Business Corporations Act* (Ontario), as amended from time to time;

"Parties" means Glow, Subco and Ateba, and **"Party"** means each of them as applicable;

"Person" means a natural person, partnership, limited liability partnership, corporation, joint stock company, trust, unincorporated association, joint venture or other entity, and pronouns have a similarly extended meaning;

"Subco" means 2760626 Ontario Inc., a corporation incorporated under the OBCA;

"Subco Shares" means the common shares in the capital of Subco; and

"Subco Shareholder" means the registered holder of Subco Shares, being Ateba.

2. Paramountcy

In the event of any conflict between the provisions of this Agreement and the provisions of the Business Combination Agreement, the provisions of this Agreement shall prevail.

3. Agreement to Amalgamate

Each of the Parties hereby agrees to the Amalgamation such that the Amalgamating Corporations shall amalgamate to create and continue as Amalco under the provisions of Section 174 of the OBCA, on the terms and conditions set out in this Agreement.

4. Filing of Articles

Following the approval of this Agreement by the shareholders of the Amalgamating Corporations in accordance with the OBCA, and in accordance with the terms and conditions of the Business Combination Agreement, including the satisfaction or waiver of all conditions precedent set forth in the Business Combination Agreement, Glow shall file the Articles of Amalgamation with the Director as provided under the OBCA.

5. Conditions Precedent to the Amalgamation

The Amalgamation is subject to the satisfaction or waiver by the party entitled to make such waiver, of the conditions precedent set forth in Article 8 of the Business Combination Agreement. The signing and delivery of the Articles of Amalgamation by Glow and Subco shall be conclusive evidence that such conditions have been satisfied to the satisfaction of Glow and Ateba, or waived by the party entitled to make such waiver, and that Glow and Subco may amalgamate in accordance with the provisions of this Agreement.

6. Amalgamation Events

Pursuant to the Amalgamation, on the Effective Date:

- (a) each issued and outstanding Glow Share held by each Dissenting Shareholder will become an entitlement to be paid the fair value of such share;
- (b) each issued and outstanding Subco Share shall be exchanged for one (1) fully paid and non-assessable Amalco Share;
- (c) each issued and outstanding Glow Share (other than those held by Dissenting Shareholders) shall be exchanged for one (1) fully paid and non-assessable post-Consolidation Ateba Share;
- (d) as consideration for the issuance of Ateba Shares in exchange for the Glow Shares as per Section 6(c) above, Amalco shall issue to Ateba one (1) Amalco Share for each Ateba Share so issued;
- (e) Glow and Subco shall be amalgamated and continue as Amalco;
- (f) all of the property and assets of each of Glow and Subco shall be the property and assets of Amalco and Amalco shall be liable for all of the liabilities and obligations of each of Glow and Subco, including civil, criminal and quasi criminal, and all contracts, liabilities and debts of Subco and Glow;
- (g) all rights of creditors against the property, assets, rights, privileges and franchises of Subco and Glow and all liens upon their property, rights and assets shall be unimpaired by the Amalgamation and all debts, contracts, liabilities and duties of Subco and Glow shall thenceforth attach to and be enforced against Amalco; and
- (h) no action or proceeding by or against Subco or Glow shall abate or be affected by the Amalgamation but, for all purposes of such action or proceeding, the name of Amalco shall be substituted in such action or proceeding in place of Subco or Glow, as the case may be.

7. Articles of Amalgamation

The Articles of Amalgamation of Amalco shall be in the form annexed hereto as Exhibit "A".

8. Name

The Name of Amalco shall be "Glow Lifetech Corp.", or such other name as mutually agreed to by the Parties.

9. Registered Office

Until changed in accordance with the OBCA, the registered office of Amalco shall be in the Province of Ontario and be the registered office of Glow.

10. Authorized Capital

The authorized capital of Amalco shall consist of an unlimited number of Amalco Shares, the rights, privileges, restrictions and conditions attaching to which shall be as set out in the Articles of Amalgamation annexed hereto as Exhibit "A".

11. Share Transfer Restrictions

The Amalco Shares shall be subject to restrictions on transfer as set out in the Articles of Amalgamation annexed hereto as Exhibit "A".

12. Business

There shall be no restrictions on the business which Amalco is authorized to carry on or the powers which Amalco may exercise.

13. Number of Directors

The board of directors of Amalco shall consist of not less than one (1) and not more than ten (10) directors, the exact number of which shall be determined by the directors from time to time.

14. First Directors

The first directors of Amalco shall be the persons whose names and residential addresses appear below:

Name	Address	Resident Canadian
Clark Kent	[Redacted: Confidential address]	Yes
Medhanie Tekeste	[Redacted: Confidential address]	Yes
Chris Irwin	[Redacted: Confidential address]	Yes

The above directors shall hold office from the Effective Date until the first annual meeting of Amalco Shareholders or until his successor is elected or appointed.

15. By-laws

The by-laws of Amalco shall be, to the extent not inconsistent with this Agreement, the by-laws of Subco, until repealed or amended.

16. Fractional Shares

No fractional Ateba Shares or Amalco Shares will be issued or delivered to any former Glow Shareholders or the former Subco Shareholder otherwise entitled thereto, if any. Instead, the number of Ateba Shares or Amalco Shares issued to each former holder of Glow Shares or Subco Shares will be rounded down to the nearest whole number.

17. Stated Capital

The stated capital account in the records of Amalco for the Amalco Shares shall be equal to the stated capital attributed to the Glow Shares and the Subco Shares, determined immediately before the Amalgamation.

18. Delivery of Securities Following Amalgamation

As soon as practicable after the Effective Date:

- (a) Amalco shall issue certificates representing the appropriate number of Amalco Shares to the former Subco Shareholder. Until delivery of such certificate, the share certificate or certificates representing the Subco Shares held by the former Subco Shareholder will be evidence of the former Subco Shareholder's right to be registered as a shareholder of Amalco. Share certificates formerly representing Subco Shares which are held by the former Subco Shareholder shall cease to represent any claim upon or interest in Subco other than the right of the registered holder to receive the number Amalco Shares to which it is entitled pursuant to the terms hereof;
- (b) in accordance with normal commercial practice, Ateba shall issue or cause to be issued certificates or electronic positions within CDS representing the appropriate number of Ateba Shares (post-Ateba Name Change and Consolidation) to the former Glow Shareholders (other than Dissenting Shareholders) by: (i) if a Depositary is retained, depositing such Ateba Shares with the Depositary and/or the electronic positions representing such Ateba Shares with CDS, as applicable, to satisfy the consideration issuable to such Glow Shareholders; and (ii) as soon as reasonably practicable after the Effective Date, causing the Depositary to forward to, or hold for pick-up by, each former Glow Shareholder that submitted a duly completed Letter of Transmittal or other evidence of entitlement to the Depositary, together with the certificate (if any) representing the Glow Shares held by such Glow Shareholder or such other evidence of ownership of such Glow Shares as is satisfactory to the Depositary, acting reasonably, (A) the certificates representing the Ateba Shares to which such Glow Shareholder is entitled, in accordance with its Letter of Transmittal, or (B) confirmation of a non-certificated electronic position transfer in CDS representing the Ateba Shares to which such Glow Shareholder is entitled, in accordance with its Letter of Transmittal. Share certificates formerly representing Glow Shares which are held by the former Glow Shareholders shall cease to represent any claim upon or interest in Glow other than the right of the registered holder to receive the number of Ateba Shares to which it is entitled pursuant to the terms hereof.

19. Negative Covenants

From the date hereof to and including the Effective Date, each of Glow, Subco and Ateba covenants that it will not:

- (a) reserve, allot, create, issue or distribute any of its securities, other than: (i) securities issuable upon the exercise, conversion or exchange of previously issued securities including; (ii) stock options granted under its stock option plan; (iii) securities to be

issued pursuant to employee purchase plans; or (iv) securities to be issued in order to effect the transactions described in the Business Combination Agreement;

- (b) declare or pay dividends on any of its shares other than as has been publicly disclosed as of the date hereof or make any other issue, payment or distribution to the holders of its securities including, without limitation, the issue, payment or distribution of any of its assets or property to such holders;
- (c) authorize or take any action to amalgamate, merge, reorganize, effect an arrangement, liquidate, dissolve, wind-up or transfer all or substantially all of its undertaking or assets to another corporation or entity;
- (d) reclassify any outstanding securities or change such securities into other shares or securities or subdivide, redivide, reduce, combine or consolidate such securities into a greater or lesser number of securities, effect any other capital reorganization or amend the designation of or the rights, privileges, restrictions or conditions attaching to such securities, other than in order to effect the transactions described in the Business Combination Agreement;
- (e) amend its articles or by-laws, other than in order to effect the transactions described in the Business Combination Agreement; or
- (f) enter into any transaction, or take any other action, out of the ordinary course of its business, other than in order to effect the transactions described in the Business Combination Agreement.

20. Termination

Subject to the terms of the Business Combination Agreement, this Agreement may be terminated by the board of directors of each of the Amalgamating Corporations, notwithstanding the approval of this Agreement by the shareholders of the Amalgamating Corporations, at any time prior to the issuance of the Certificate of Amalgamation. If this Agreement is terminated pursuant to this section, this Agreement shall forthwith become void and of no further force and effect.

21. Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein. Each Party hereby irrevocably attorns to the jurisdiction of the courts of the Province of Ontario sitting in and for the judicial district of Toronto in respect of all matters arising under or in relation to this Agreement.

22. Further Assurances

Each of the Parties agrees to execute and deliver such further instruments and to do such further reasonable acts and things as may be necessary or appropriate to carry out the intent of this Amalgamation Agreement.

23. Time of the Essence

Time shall be of the essence of this Agreement.

24. Amendments

This Agreement may only be amended or otherwise modified by written agreement executed by the Parties.

25. Counterparts

This Agreement may be signed in counterparts (including counterparts by facsimile, by electronic transmission in portable document format (PDF) or other legally permissible electronic signature), and all such signed counterparts, when taken together, shall constitute one and the same agreement, effective on this date.

IN WITNESS WHEREOF the Parties have executed this Agreement by their duly authorized officers as of the day and year first above written.

ATEBA RESOURCES INC.

By: _____
Name:
Title:

2760626 ONTARIO INC.

By: _____
Name:
Title:

GLOW LIFETECH LTD.

By: _____
Name:
Title:

EXHIBIT "A"
ARTICLES OF AMALGAMATION

Formule 4
Loi sur les
sociétés par
actions

1. The name of the amalgamated corporation is: (Set out in BLOCK CAPITAL LETTERS)
Dénomination sociale de la société issue de la fusion: (Écrire en LETTRES MAJUSCULES SEULEMENT):

[illegible]

- 401 Bay Street, 16th Floor

Toronto

ONTARIO

M	5	H	2	Y	4
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Postal Code/Code postal

- Fixed number
Nombre fixe

OR minimum and maximum
OU minimum et maximum

1	10
---	----

- First name, middle names and surname
Prénom, autres prénoms et nom de famille

Address for service, giving Street & No. or R.R. No., Municipality,
Province, Country and Postal Code

Domicile élu, y compris la rue et le numéro ou le numéro de la R.R., le
nom de la municipalité, la province, le pays et le code postal

Resident Canadian
State 'Yes' or 'No'
Résident canadien
Oui/Non

Clark Kent	401 Bay Street, 16th Floor Toronto, Ontario M5H 2Y4	Yes
Medhanie Tekeste	401 Bay Street, 16th Floor Toronto, Ontario M5H 2Y4	Yes
Chris Irwin	Suite 401, 217 Queen Street West Toronto, Ontario M5V 0R2	Yes

5. Method of amalgamation, check A or B
Méthode choisie pour la fusion – Cocher A ou B :

A - Amalgamation Agreement / Convention de fusion :



The amalgamation agreement has been duly adopted by the shareholders of each of the amalgamating corporations as required by subsection 176 (4) of the *Business Corporations Act* on the date set out below.

Les actionnaires de chaque société qui fusionne ont dûment adopté la convention de fusion conformément au paragraphe 176(4) de la *Loi sur les sociétés par actions* à la date mentionnée ci-dessous.

or
ou

B - Amalgamation of a holding corporation and one or more of its subsidiaries or amalgamation of subsidiaries / Fusion d'une société mère avec une ou plusieurs de ses filiales ou fusion de filiales :



The amalgamation has been approved by the directors of each amalgamating corporation by a resolution as required by section 177 of the *Business Corporations Act* on the date set out below.

Les administrateurs de chaque société qui fusionne ont approuvé la fusion par voie de résolution conformément à l'article 177 de la *Loi sur les sociétés par actions* à la date mentionnée ci-dessous.

The articles of amalgamation in substance contain the provisions of the articles of incorporation of
Les statuts de fusion reprennent essentiellement les dispositions des statuts constitutifs de

and are more particularly set out in these articles.
et sont énoncés textuellement aux présents statuts.

Names of amalgamating corporations Dénomination sociale des sociétés qui fusionnent	Ontario Corporation Number Numéro de la société en Ontario	Date of Adoption/Approval Date d'adoption ou d'approbation		
		Year année	Month mois	Day jour
Ateba Resources Inc.	00075762	2020	08	13
2760696 Ontario Inc.	002760696	2020	08	13

6. Restrictions, if any, on business the corporation may carry on or on powers the corporation may exercise.
Limites, s'il y a lieu, imposées aux activités commerciales ou aux pouvoirs de la société.

There are no restrictions.

7. The classes and any maximum number of shares that the corporation is authorized to issue:
Catégories et nombre maximal, s'il y a lieu, d'actions que la société est autorisée à émettre :

The Company is authorized to issue:

1. an unlimited number of common shares; and
2. an unlimited number of special shares, issuable in series.

8. Rights, privileges, restrictions and conditions (if any) attaching to each class of shares and directors authority with respect to any class of shares which may be issued in series:

Droits, privilèges, restrictions et conditions, s'il y a lieu, rattachés à chaque catégorie d'actions et pouvoirs des administrateurs relatifs à chaque catégorie d'actions qui peut être émise en série :

Common Shares

(1) Each holder of common shares shall be entitled to receive notice of and to attend all meetings of shareholders of the Company, except meetings at which only holders of other classes or series of shares are entitled to attend, and at all such meetings shall be entitled to one vote in respect of each common share held by such holder.

(2) The holders of common shares shall be entitled to receive dividends if and when declared by the board of directors.

(3) In the event of any liquidation, dissolution or winding-up of the Company or other distribution of the assets of the Company among its shareholders for the purpose of winding-up its affairs, the holders of common shares shall be entitled, subject to the rights of holders of shares of any class ranking prior to the common shares, to receive the remaining property or assets of the Company.

Special Shares

(1) The special shares may from time to time be issued in one or more series and subject to the following provisions, and subject to the sending of articles of amendment in prescribed form, and the endorsement thereon of a certificate of amendment in respect thereof, the directors may fix from time to time before such issue the number of shares that is to comprise each series and the designation, rights, privileges, restrictions and conditions attaching to each series of special shares including, without limiting the generality of the foregoing, the rate or amount of dividends or the method of calculating dividends, the dates of payment thereof, the redemption, purchase and/or conversion prices and terms and conditions of redemption, purchase and/or conversion, and any sinking fund or other provisions.

(2) The special shares of each series shall, with respect to the payment of dividends and the distribution of assets or return of capital in the event of liquidation, dissolution or winding up of the Company, whether voluntary or involuntary, or any other return of capital or distribution of the assets of the Company among its shareholders for the purpose of winding up its affairs, rank on a parity with the special shares of every other series and be entitled to preference over the common shares and over any other shares of the Company ranking junior to the special shares. The special shares of any series may also be given such other preferences, not inconsistent with these articles, over the special shares and any other shares of the Company ranking junior to the special shares as may be fixed as provided herein.

(3) If any cumulative dividends or amounts payable on the return of capital in respect of a series of special shares are not paid in full, all series of special shares shall participate rateably in respect of such dividends and return of capital.

(4) The special shares of any series may be made convertible into special shares of any other series or common shares at such rate and upon such basis as the directors in their discretion may determine.

9. The issue, transfer or ownership of shares is/is not restricted and the restrictions (if any) are as follows:
L'émission, le transfert ou la propriété d'actions est/n'est pas restreint. Les restrictions, s'il y a lieu, sont les suivantes :

If the Company:

(a) is not a reporting issuer or investment fund within the meaning of applicable securities legislation; and

(b) has not distributed to the public (excluding accredited investors within the meaning of applicable securities legislation) any of its securities,

then no shares in the capital of the Company shall be transferred without either:

(i) the previous consent of the board of directors expressed by a resolution passed by the board of directors or by an instrument or instruments in writing signed by a majority of the directors; or

(ii) the previous consent of the holders of at least 51% of the shares of that class for the time being outstanding expressed by a resolution passed by the shareholders or by an instrument or instruments in writing signed by such shareholders.

10. Other provisions, (if any):
Autres dispositions, s'il y a lieu :

None.

11. The statements required by subsection 178(2) of the *Business Corporations Act* are attached as Schedule "A".
Les déclarations exigées aux termes du paragraphe 178(2) de la *Loi sur les sociétés par actions* constituent l'annexe A.

12. A copy of the amalgamation agreement or directors' resolutions (as the case may be) is/are attached as Schedule "B".
Une copie de la convention de fusion ou les résolutions des administrateurs (selon le cas) constitue(nt) l'annexe B.

These articles are signed in duplicate.
Les présents statuts sont signés en double exemplaire.

Name and **original signature** of a director or authorized signing officer of each of the amalgamating corporations. Include the name of each corporation, the signatories name and description of office (e.g. president, secretary). **Only a director or authorized signing officer can sign on behalf of the corporation.** / Nom et **signature originale** d'un administrateur ou d'un signataire autorisé de chaque société qui fusionne. Indiquer la dénomination sociale de chaque société, le nom du signataire et sa fonction (p. ex. : président, secrétaire). **Seul un administrateur ou un dirigeant habilité peut signer au nom de la société.**

ATEBA RESOURCES LTD.

Names of Corporations / Dénomination sociale des sociétés

By / Par

ARVIN RAMOS

CHIEF FINANCIAL
OFFICER

Signature / Signature

Print name of signatory /
Nom du signataire en lettres moulées

Description of Office / Fonction

2760696 ONTARIO INC.

Names of Corporations / Dénomination sociale des sociétés

By / Par

ARVIN RAMOS

PRESIDENT

Signature / Signature

Print name of signatory /
Nom du signataire en lettres moulées

Description of Office / Fonction

Names of Corporations / Dénomination sociale des sociétés

By / Par

Signature / Signature

Print name of signatory /
Nom du signataire en lettres moulées

Description of Office / Fonction

Names of Corporations / Dénomination sociale des sociétés

By / Par

Signature / Signature

Print name of signatory /
Nom du signataire en lettres moulées

Description of Office / Fonction

Names of Corporations / Dénomination sociale des sociétés

By / Par

Signature / Signature

Print name of signatory /
Nom du signataire en lettres moulées

Description of Office / Fonction

(5) Unless the directors otherwise determine in the articles of amendment designating a series, the holder of each share of a series of special shares shall be entitled to one vote at a meeting of shareholders.

Voting Restrictions

The holders of shares of a class or of a series of the Company are not entitled to vote separately as a class or series, as the case may be, upon, and shall not be entitled to dissent in respect of, any proposal to amend the articles to:

- (1) increase or decrease any maximum number of authorized shares of such class or series, or increase any maximum number of authorized shares of a class or series having rights or privileges equal or superior to the shares of such class or series;
- (2) effect an exchange, reclassification or cancellation of the shares of such class or series; or
- (3) create a new class or series of shares equal or superior to the shares of such class or series.

SCHEDULE "B"
GLOW DISCLOSURE SCHEDULE

Glow Material Contracts

1. Exclusive License Agreement dated January 17, 2020 between Swiss Pharma Corp. and Glow (the “**License Agreement**”).
2. License agreement between Micelle Technology AG and miVital AG (“**MiVital**”) dated March 30, 2020.
3. License agreement between Micelle Technology AG and Swiss PharmaCan AG dated April 23, 2020.
4. Consent letter from MiVital to Micelle regarding the granting of certain licenses and sublicenses dated May 12, 2020.
5. Consent letter from Micelle to the Seller regarding the granting of certain licenses and sublicenses dated May 14, 2020.

Glow Intellectual Property

1. The intellectual property and related rights contained in the License Agreement and the material agreements listed in #2 to #4 above.