



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
Glow Lifetech Ltd.	002671237	2020	11	25
2760626 Ontario Inc.	002760626	2021	02	25

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 ratably 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.

(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.

9. The issue, transfer or ownership of shares is/are 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.**

GLOW LIFETECH LTD.

Names of Corporations / Dénomination sociale des sociétés  
By / Par  
 CHRIS IRWIN DIRECTOR  
Signature / Signature Print name of signatory / Nom du signataire en lettres moulées Description of Office / Fonction

2760626 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

**Schedule A-1**

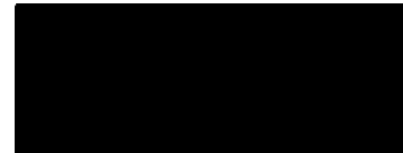
**GLOW LIFETECH LTD.**

**Statement of Director or Officer  
Pursuant to Subsection 178 (2) of the *Business Corporations Act* (Ontario)**

I, Chris Irwin, being a director of Glow Lifetech Ltd. (the "**Company**"), one of the amalgamating corporations listed in the Articles of Amalgamation to which this statement is attached (the "**Articles**").

1. I am a director of the Company, and, as such, have knowledge of the affairs of the Company.
2. I have conducted such examinations of the books and records of the Company as are necessary to enable me to make the statements hereinafter set forth.
3. There are reasonable grounds for believing that:
  - (a) the Company is, and the amalgamated corporation ("**Amalco**") will be able to pay its liabilities as they become due; and
  - (b) the realizable value of Amalco's assets will not be less than the aggregate of its liabilities and stated capital of all classes of its shares.
4. There are reasonable grounds for believing that no creditor of the Company will be prejudiced by the Amalgamation.
5. No creditor has objected to the Amalgamation.

This Statement is made this 3rd day of March, 2021.



---

Chris Irwin, Director



Schedule A-2


2760626 ONTARIO INC.

**Statement of Director or Officer**  
**Pursuant to Subsection 178 (2) of the *Business Corporations Act* (Ontario)**

I, Arvin Ramos, being an officer and director of 2760626 Ontario Inc. (the "**Company**"), one of the amalgamating corporations listed in the Articles of Amalgamation to which this statement is attached (the "**Articles**").

1. I am the President, Secretary and the sole director of the Company, and, as such, have knowledge of the affairs of the Company.
2. I have conducted such examinations of the books and records of the Company as are necessary to enable me to make the statements hereinafter set forth.
3. There are reasonable grounds for believing that:
  - (a) the Company is, and the amalgamated corporation ("**Amalco**") will be able to pay its liabilities as they become due; and
  - (b) the realizable value of Amalco's assets will not be less than the aggregate of its liabilities and stated capital of all classes of its shares.
4. There are reasonable grounds for believing that no creditor of the Company will be prejudiced by the Amalgamation.
5. No creditor has objected to the Amalgamation.

This Statement is made this 3rd day of March, 2021.

  
Arvin Ramos, President, Secretary and Director

## AMALGAMATION AGREEMENT

**THIS AMALGAMATION AGREEMENT** is made as of the 3<sup>rd</sup> day of March,

2021, **AMONG:**

**GLOW LIFETECH CORP.,**

a corporation incorporated under the laws of the Province of Ontario  
("Glow Pubco");

- and -

**2760626 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 Glow Pubco 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 Glow Pubco;

**AND WHEREAS** the authorized capital of Glow consists of an unlimited number of Glow Shares, of which 45,667,713 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 Glow Pubco;

**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 Glow Pubco, and Glow Pubco shall issue to each Glow Shareholder one (1) Glow Pubco Share for each one (1) Glow Share held (following the Consolidation as defined below);

**AND WHEREAS** Glow, Glow Pubco 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";

**"Glow Pubco Name Change"** means, subject to the completion of the Amalgamation, a change in the name of Glow Pubco 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 Glow Pubco following the Amalgamation;

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

**"Business Combination Agreement"** means the business combination agreement dated June 24, 2020 between Glow and Glow Pubco;

**"CDS"** means CDS Clearing and Depository 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 Glow Pubco Shares on the basis of one (1) post-Consolidation Glow Pubco Share for every one and a half (1.5) pre-Consolidation Glow Pubco Shares, which occurred immediately prior to the Amalgamation;

**"Depository"** means Capital Transfer Agency ULC 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 Glow Pubco 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 Glow Pubco, 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 Glow Pubco.

## 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 Glow Pubco, 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 Glow Pubco Share;
- (d) as consideration for the issuance of Glow Pubco Shares in exchange for the Glow Shares as per Section 6(c) above, Amalco shall issue to Glow Pubco one (1) Amalco Share for each Glow Pubco 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 Ltd.", 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]	Yes
Medhanie Tekeste	[REDACTED]	Yes
Chris Irwin	[REDACTED]	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 Glow Pubco 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 Glow Pubco 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, Glow Pubco shall issue or cause to be issued certificates or electronic positions within CDS representing the appropriate number of Glow Pubco Shares (post-Glow Pubco Name Change and Consolidation) to the former Glow Shareholders (other than Dissenting Shareholders) by: (i) if a Depositary is retained, depositing such Glow Pubco Shares with the Depositary and/or the electronic positions representing such Glow Pubco 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 Glow Pubco 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 Glow Pubco 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 Glow Pubco 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 Glow Pubco 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.


**[SIGNATURE PAGE TO FOLLOW]**

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


**GLOW LIFETECH CORP.**

By:   
Name: Jessica Whitton  
Title: President and Chief Executive Officer

**2760626 ONTARIO INC.**

By:   
Name: Arvin Ramos  
Title: Presodent and Secretary

**GLOW LIFETECH LTD.**

By:   
Name: Chris Irwin  
Title: Director

**EXHIBIT "A"**  
**ARTICLES OF AMALGAMATION**



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
Glow Lifetech Ltd.	002671237	2020	11	25
2760626 Ontario Inc.	002760626	2021	02	25

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 ratably 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.

GLOW LIFETECH LTD.

Names of Corporations / Dénomination sociale des sociétés

By / Par

CHRIS IRWIN

DIRECTOR

Signature / Signature

Print name of signatory /  
Nom du signataire en lettres moulées

Description of Office / Fonction

2760626 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