

AMENDING AGREEMENT

THIS AGREEMENT made effective as of the 31st day of March, 2021.

AMONG:

TWENTY20 INVESTMENTS INC. (herein referred to as “**T20**”)

- and -

1284380 B.C. LTD. (herein referred to as “**Subco**”)

- and -

LEGIBLE MEDIA INC. (herein referred to as “**Legible**”)

(T20, Subco and Legible are collectively referred to as the “**Parties**”)

WHEREAS:

- A. The Parties entered into an amalgamation agreement dated effective January 18, 2021 (the “**Amalgamation Agreement**”); and
- B. The Parties desire to amend the terms of the Amalgamation Agreement.

NOW THEREFORE in consideration of the sum of \$1.00 exchanged between T20 and Legible, and for other good and valuable consideration exchanged between the Parties, the receipt and sufficiency of which is hereby acknowledged by each of the Parties, the Parties hereto covenant and agree as follows:

- 1. All capitalized terms used in this Amending Agreement shall have the same meaning as ascribed to them in the Amalgamation Agreement unless otherwise defined herein.
- 2. The Amalgamation Agreement is hereby amended, effective as of the date hereof, as follows:

- a) by deleting the current definition of “Sunset Date” in Section 1 of the Amalgamation Agreement in its entirety and replacing it with the following:

“**Sunset Date**” means May 31, 2021, provided that Legible may, at its option, extend the Sunset Date to any date up to July 31, 2021, by providing written notice to T20 on or before May 31, 2021 in the event that delays to completion of the Amalgamation are, in the opinion of Legible, acting reasonably, due principally to delays in completing the audit of Legible’s financial statements or completion by the CSE of its review of the listing application;

- b) by adding the following definitions in Section 1 of the Amalgamation Agreement:

“**Legible Option Plan**” means the stock option plan of Legible;

“**Legible Options**” means the options to purchase Legible Shares granted under the Legible Option Plan;

“**T20 Option Plan**” means the stock option plan of T20;

- c) by deleting the current definition of “Legible Securities” in Section 1 of the Amalgamation Agreement in its entirety and replacing it with the following:

“**Legible Securities**” means collectively, the Legible Shares, Legible Warrants and Legible Options outstanding in the capital of Legible, or as held by each Legible Securityholder, as applicable;”

d) by adding the following section as a new Section 5.1 (b.1):

“(b.1) *Legible Options*

- i. The parties agree that, in the case of the Legible Options held by Persons not eligible to participate in the T20 Option Plan immediately following the Effective Date, the board of directors of Legible may approve the vesting of all such outstanding Legible Options (or if required, amend any such outstanding Legible Options) to accelerate the vesting to be effective immediately prior to the Effective Date and conditional upon the subsequent consummation of the Amalgamation in order that all such outstanding Legible Options shall be fully vested and may, subject to all required regulatory approvals, including, but not limited to the approval of the CSE, be exercised at the exercise price set forth in the applicable option agreement governing such Legible Options (in each case, a “**Legible Option Agreement**”) for a period of one month from the Effective Date and upon payment of the exercise price therefore and in compliance with the other terms and conditions set forth in the Legible Option Agreement, be entitled to receive one (1) T20 Share in lieu of each one (1) Legible Share that would otherwise be issued pursuant to the applicable Legible Option Agreement.
- ii. In the case of Legible Options held by Persons eligible to participate in the T20 Option Plan immediately following the Effective Date, such Legible Options shall continue to vest in accordance with the vesting schedule set forth in the applicable Legible Option Agreements and may be exercised at the exercise price set forth in such Legible Option Agreements for the period specified in the Legible Option Agreements and upon payment of the exercise price therefore and compliance with the other terms and conditions set forth in the Legible Option Agreement, be entitled to receive one (1) T20 Share in lieu of each one (1) Legible Share that would otherwise be issued pursuant to the applicable Legible Option Agreement.

e) by deleting Section 9.1(f) in its entirety.

f) by deleting the current Section 13.1 (a) in its entirety.

g) by adding the following as Section 14.5:

The parties confirm and acknowledge that T20 obtained shareholder approval to apply for the discontinuance of the Corporation from the Province of Alberta and for the continuance of the Corporation to the Province of British Columbia (the “**Continuance**”) under the BCBCA but agree that, notwithstanding anything to the contrary, including disclosure contained in the T20 Disclosure Documents, that the Continuance is not a condition precedent to completion of the Amalgamation and that proceeding with the Continuance will be determined by Legible in its sole discretion.

3. This Amending Agreement shall be binding upon and shall enure to the benefit of the parties hereto and their respective successors, receivers, receiver-managers, trustees and permitted assigns.
4. This Amending Agreement may be executed in several counterparts, including execution by facsimile, each of which so executed shall be deemed to be an original, and such counterparts

together shall constitute one and the same instrument and, notwithstanding their date of execution, shall be deemed to bear the date as of the date above written.

5. Save and except as amended herein, all other terms, conditions and provisions of the Amalgamation Agreement shall continue to be in full force and effect as unamended.

[signature page follows]

IN WITNESS WHEREOF the Parties hereto have executed this Amending Agreement effective the day and year first above written.

TWENTY20 INVESTMENTS INC.

1284380 B.C. LTD.

Per: (signed) "Shelley Germann"
Authorized Signatory

Per: (signed) "Shelley Germann"
Authorized Signatory

LEGIBLE MEDIA INC.

Per: (signed) "Kaleeg Hainsworth"
Authorized Signatory