

SHARE PURCHASE AGREEMENT

THIS AGREEMENT made as of the 5th day of March, 2021 ("the Effective Date")

BETWEEN:

Robert Sanderson of Holland, Manitoba, ("the Seller")

AND

Glenbriar Technologies Inc
Suite 1780, 355 Burrard Street,
Vancouver, BC, Canada,
V6C 2G8,
(referred to as "**Glenbriar**")

WHEREAS:

- (a) 1288339 B.C. Ltd (**128**) is a private company with certain intellectual property rights licensed from Callitas Therapeutics Inc. in respect to a novel substrate delivery process of psilocybin/psilocin for micro dosing and bioavailability;
- (b) Whereas the Seller is the registered holder of all of the shares of 128;
- (c) Glenbriar desires to acquire 100% of 128.

NOW THEREFORE in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party, the parties hereby covenant and agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Agreement, unless something in the subject matter or context is inconsistent therewith, the following terms shall have the respective meanings set out below and grammatical variations shall have the corresponding meanings:

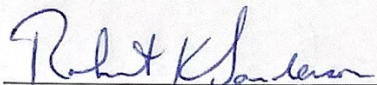
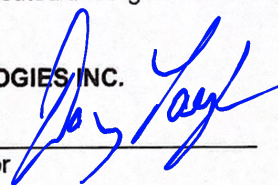
- (a) "**Agreement**" means this agreement, including all Schedules hereto, as may be amended, supplemented or otherwise modified from time to time in accordance with the terms hereof;
- (b) "**Closing**" means the closing of the purchase and sale of the Purchased Shares;
- (c) The "**128 Shares**" means 100% of the common stock of 128 issued and outstanding and owned by the Seller;
- (d) "**Closing Date**" means March 30, 2021, or such other date as the Seller and 128 agree to, subject to approval of the CSE;
- (e) "**Effective Date**" means date set out at the top of page one of this agreement;
- (f) "**Governmental Authority**" means (a) any multinational or supranational body or organization, nation, government, state, province, country, territory, municipality, quasi-government, administrative, judicial or Governmental Authority, agency, board, body,

TO WITNESS THEIR AGREEMENT, the Parties have duly executed this Agreement as of the date first written above.

GLENBRIAR TECHNOLOGIES, INC.

By: _____

Name: Doug Taylor
Title: President



Robert Sanderson

Trust Declaration

THIS TRUST DECLARATION made as of March 5, 2021 between Robert Sanderson (the "Trustee") and the Beneficiary, as defined below.

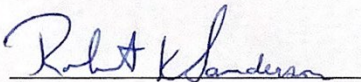
WHEREAS the Trustee is the registered owner of 100 common share (the "Shares") of 1288339 B.C. Ltd. (the "Corporation").

AND WHEREAS the Shares are held by the Trustee as trustee and nominee for the Beneficiary as set out below.

NOW THEREFORE this Declaration of Trust Witnesses as follows:

1. The Trustee hereby declares that it holds the Shares for D.R Skeith Professional Corporation (the "**Beneficiary**") and such other parties that may be designated by the Beneficiary from time to time, and agrees to transfer the Shares, or such other shares or property that he may receive in place of the Shares, as directed by the Beneficiary or otherwise deal with the Shares as the Beneficiary shall from time to time direct.
2. The Trustee covenants and agrees that it shall at all times, exercise all voting rights in connection with the Shares and otherwise deal with the Shares as nominee for the Beneficiary only and in accordance with the instructions of the Beneficiary.
3. This Declaration of Trust shall be governed by and construed in accordance with the laws of British Columbia.
4. This Declaration of Trust shall be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, successors and assigns.

IN WITNESS WHEREOF the Trustee has executed this Trust Declaration as of the date first written above.



Robert Sanderson