EXECUTION COPY

MERGER AGREEMENT

AMONG

GLENBRIAR TECHNOLOGIES INC.

AND

KICK PHARMACEUTICALS INC.

AND

1270412 B.C. LTD.

October 30, 2020

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MERGER AGREEMENT

THIS MERGER AGREEMENT made as of the 30th day of October, 2020.

BETWEEN:

GLENBRIAR TECHNOLOGIES INC., a body corporate incorporated under the laws of the Province of British Columbia

("**GTI**")

AND:

KICK PHARMACEUTICALS INC., a body corporate incorporated under the laws of the Province of British Columbia

("**Kick**")

AND:

1270412 B.C. LTD., a body corporate incorporated under the laws of the Province of British Columbia

("**GTI Subco**")

WHEREAS Kick and GTI have agreed to complete a business combination to be structured by way of a three-cornered amalgamation in accordance with the provisions of the *Business Corporations Act* (British Columbia);

AND WHEREAS subsequent to the completion of the business combination, GTI proposes to complete the Consolidation (as herein defined) of its issued and outstanding common shares (the "**Pre-Consolidation Common Shares**") and other matters set out herein; and

AND WHEREAS the parties are entering into this Agreement to provide for the matters referred to in the foregoing recitals and for other matters relating to the proposed amalgamation.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the above premises and of the covenants, agreements, representations and warranties hereinafter contained, the parties hereto agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

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

"**Agreement**", "**this Agreement**", "**herein**", "**hereby**", "**hereof**", "**hereunder**" and similar expressions mean or refer to this agreement and any amendments hereto.

"**Amalco**" means the amalgamated corporation to be constituted upon the completion of the Amalgamation, to be named "Kick Pharmaceuticals Inc.".

"**Amalco Shares**" means the common shares in the capital of Amalco.

"**Amalgamation**" means the amalgamation of Kick and GTI Subco pursuant to the provisions of Part 9 Division 3 of the BCBCA provided for herein to form Amalco to be effective at the Effective Time.

"**Amalgamation Agreement**" means the amalgamation agreement among GTI, GTI Subco and Kick in substantially the form attached hereto as Schedule "A" including the recitals, schedules and exhibits thereto, as the same may be amended, modified or supplemented in accordance with its terms.

"**Articles of Amalgamation**" means the articles of amalgamation with respect to the Amalgamation required under Section 270(2) of the BCBCA to be sent to the Registrar under Section 275(1)(a) of the BCBCA, the form of which are attached hereto as Appendix 2 to Schedule "A".

"**Assessment**" has the meaning ascribed thereto in Section 3.2(f).

"**Assets and Properties**" with respect to any Person means all assets and properties of every kind, nature, character and description (whether real, personal or mixed, tangible or intangible, choate or inchoate, absolute, accrued, contingent, fixed or otherwise, and, in each case, wherever situated), including the goodwill related thereto, operated, owned or leased by or in the possession of such Person.

"**associate**" and "**affiliate**" have the respective meanings ascribed thereto in the *Securities Act* (British Columbia).

"**Auditors**" means such firm of Chartered Professional Accountants as a company may from time to time appoint as independent auditors of such company.

"**BCBCA**" means the *Business Corporations Act* (British Columbia), as from time to time amended or re-enacted and includes any regulations heretofore or hereafter made pursuant thereto.

"**Business Day**" means any day other than a Saturday or Sunday or a day when banks in the cities of Vancouver, British Columbia or Calgary, Alberta are not generally open for business.

"**CDS**" means CDS Clearing and Depository Services Inc.

"**Certificate of Amalgamation**" means the certificate of amalgamation to be issued by the Registrar under the BCBCA giving effect to the Amalgamation.

"**Closing**" means the completion of the Amalgamation.

"**Closing Date**" means the date of the Closing, which shall be within three (3) Business Days following the later of the satisfaction or waiver of all conditions precedent to the Amalgamation or such other date as Kick and GTI may collectively agree, acting reasonably.

"**Confidential Information**" means any information concerning a party to this Agreement (the "**Disclosing Party**") or its business, properties or assets made available to another party or its representatives (the "**Receiving Party**"); provided that it does not include information which (i) is generally available to the public other than as a result of improper disclosure by the Receiving Party, or (ii) is obtained by the Receiving Party from a source other than the Disclosing Party, provided that (to the reasonable knowledge of the Receiving Party) such source was not bound by a duty of confidentiality to the Disclosing Party or another party with respect to such information.

"**Contract**" means all agreements, contracts or commitments of any nature, written or oral, including, for greater certainty and without limitation, leases, purchase agreements, manufacturing, supply and distribution agreements, loan documents and security documents.

"**Consolidation**" means the proposed consolidation of the GTI Pre-Consolidation Common Shares on the basis of four GTI Pre-Consolidation Common Shares for every 1 GTI Post-Consolidation Common Share, that is to be effected subsequent to the Effective Time. Each fractional GTI Post-Consolidation Common Share (or any other security effected by the consolidation) shall be rounded down to the nearest whole number of GTI Post-Consolidation Common Share or other securities, as applicable, and no cash payment or other form of consideration will be payable in lieu thereof.

"**CSE**" means the Canadian Securities Exchange.

"**GTI**" means Glenbriar Technologies Inc., a company incorporated under the BCBCA with its head office located in Vancouver, British Columbia.

"**GTI Agent Warrants**" has the meaning ascribed thereto in Section 4.1(b).

"**GTI Material Contract**" has the meaning ascribed thereto in Section 4.1(p).

"**GTI Options**" has the meaning ascribed thereto in Section 4.1(b).

"**GTI Pre-Consolidation Common Shares**" means the common shares in the capital of GTI prior to the Consolidation, all of which are currently listed for trading on the CSE under the symbol "GTI.X".

"**GTI Post-Consolidation Common Shares**" means the common shares in the capital of GTI after giving effect to the Consolidation.

"**GTI Subco**" means 1270412 B.C. Ltd., a wholly-owned subsidiary of GTI, incorporated under the BCBCA for the sole purpose of effecting the Amalgamation.

"**GTI Subco Share**" means the common shares in the capital of GTI Subco, all of which are currently owned by GTI.

"**GTI Subco Amalgamation Resolution**" means the unanimous resolution of GTI as the sole shareholder of GTI Subco in respect of the Amalgamation substantially in the form and content of Schedule "E" attached hereto.

"**Debt Instrument**" means any note, loan, bond, debenture, indenture, promissory note or other instrument evidencing indebtedness (demand or otherwise) for borrowed money.

"**Disclosing Party**" has the meaning ascribed thereto in the definition of "**Confidential Information**".

"**Disclosure Documents**" has the meaning ascribed thereto in Section 4.1(e).

"**Dissent Rights**" means the rights of dissent in respect of the Amalgamation provided for pursuant to Section 272 of the BCBCA which may be exercised by Kick shareholders.

"**Effective Date**" means the effective date of the Amalgamation, which shall be the date of filing of the Certificate of Amalgamation.

"**Effective Time**" means the effective time of the Amalgamation on the Effective Date, being the time of filing the Articles of Amalgamation, or such other time specified in the Articles of Amalgamation.

"**Encumbrance**" means any charge, mortgage, hypothecation, lien, pledge, claim, restriction, security interest or other encumbrance whether created or arising by agreement, statute or otherwise pursuant to any applicable law, attaching to property, interests or rights and shall be construed in the widest possible terms and principles known under the laws applicable to such property, interests or rights and whether or not they constitute specific or floating charges as those terms are understood under the laws of the Province of British Columbia.

"**Final Filing Statement**" means the final filing statement of GTI in the form prescribed by the CSE pertaining to the Transaction.

"**Governmental Entity**" means and includes any domestic or foreign federal, provincial, regional, state, municipal or other government, governmental department, agency, authority or body (whether administrative, legislative, executive or otherwise), court,

tribunal, commission or commissioner, bureau, minister or ministry, board or agency, or other regulatory authority, including any securities regulatory authorities.

"**IFRS**" means International Financial Reporting Standards as issued by the International Accounting Standards Board, as applicable in Canada.

"**Indebtedness**" of any Person means all obligations of such Person:

(a) for borrowed money;

(b) evidenced by notes, bonds, debentures or similar instruments;

(c) for the deferred purchase price of goods or services (other than trade payables or accruals incurred in the ordinary course of business);

(d) under capital and operating leases;

(e) under "vendor take-back" financing or deferred payments in connection with any acquisition; or

(f) which are guarantees of the obligations described in clauses (a) through (e) above of any other Person if secured by any or all of the Assets and Properties of the guarantor.

"**Intellectual Property**" means, collectively, all domestic and foreign intellectual property rights which pertain to the business of Kick as it is currently conducted and contemplated of whatsoever nature, kind or description including all: (i) patent rights and utility model rights, whether registered or not; (ii) unregistered trade-marks, registered trade-marks, trade names, brand names, trade dress, logos, slogans, certification marks, other trade-mark rights and the goodwill associated with any of the foregoing; (iii) copyright and moral rights, whether registered or not; (iv) industrial designs, whether registered or not; (v) integrated circuit topographies, whether registered or not; (vi) mask works, whether registered or not; (vii) applications, registrations, renewals, continuations, extensions, divisions, reissuances, modifications, developments and extensions of any of the items listed in clauses (i) through (vi) above; (viii) trade secrets and proprietary and confidential information including patterns, plans, designs, research data, other proprietary know-how, processes, drawings, technology, inventions, formulae, specifications, performance data, quality control information, unpatented blue prints, flow sheets, equipment and parts lists, instructions, manuals, records and procedures; (ix) all intranets, extranets, domain names, website names, URLs, as well as all website design and content; (x) rights in and to any computer programs and other software including any of their versions, updates, upgrades, object and source codes, any improvement and related documentation together with all translations thereof; and (xi) all licenses, sublicenses, agreements and other contracts and commitments related to any of the foregoing.

"**Kick**" means Kick Pharmaceuticals Inc., a body corporate incorporated under the BCBCA with its registered office located at 1780, 355 Burrard Street, Vancouver BC

"**Kick Amalgamation Resolution**" means the special resolution to be considered and voted upon by the shareholders of Kick substantially in the form and content of Schedule "B" attached hereto, or alternatively, to be passed as a consent resolution in writing of the shareholders of Kick.

"**Kick Business**" means the business conducted by Kick of acquiring and developing health and wellness products.

"**Kick Common Shares**" means the common shares in the capital of Kick.

"**Kick Financial Statements**" means the draft audited annual consolidated financial statements of Kick for the financial year ended September 30, 2019, prepared in accordance with IFRS, a final copy of which will be included in the Final Filing Statement prepared and filed with the CSE and on SEDAR in accordance with the CPC Policy, together with such other financial statements of Kick (if any) as may be required to be included in the Final Filing Statement.

"**Kick Material Agreements**" means any contract, commitment, agreement (written or oral), instrument, lease or other document (including option agreements), to which Kick is a party or otherwise bound and which is material to Kick.

"**Kick Options**" means the issued and outstanding options of Kick held by management, employees and suppliers of Kick which will only bear the right to acquire Resulting Issuer Common Shares following the completion of the Amalgamation.

"**Kick Shareholders' Approval**" means the approval of the shareholders of Kick of the Kick Amalgamation Resolution.

"**Kick Warrants**" means the issued and outstanding warrants of Kick currently exercisable for Kick Common Shares which will only bear the right to acquire Resulting Issuer Common Shares following the completion of the Amalgamation.

"**Licensed Intellectual Property**" has the meaning ascribed thereto in Section 4.2(v).

"**Material Adverse Change**" or "**Material Adverse Effect**" with respect to GTI or Kick, as the case may be, means any fact, effect, change, event, occurrence, or any development involving a change, that is or is reasonably likely to be materially adverse to the results of operations, financial condition, assets, properties, capital, liabilities (contingent or otherwise), cash flows, income or business operations of GTI or Kick, as the case may be, and as a going concern, other than any change or effect resulting from (i) changes in (a) general economic conditions (whether international, national or local), (b) political conditions (including acts of war, declared or undeclared, armed hostilities and terrorism), (c) the general industry or markets in which the business of GTI or Kick, as the case may be, operates or in which the products or services sold by it are used, or (d) applicable law or accounting standards, or the principles or interpretations thereof, applicable to GTI or Kick, as the case may be, which do not, in each case, have a disproportionate effect on the business of GTI or Kick, as the case may be, relative to other comparable Persons operating in the industries in which the business of GTI or Kick, as the case may be, operates, (ii)

natural disasters or pandemics (including Covid-19), which do not have a disproportionate effect on the business of GTI or Kick, as the case may be, relative to other comparable Persons operating in the industries in which the business of GTI or Kick, as the case may be, operates, or (iii) the announcement or consummation of the transactions contemplated by this Agreement.

"**Outside Time**" has the meaning ascribed thereto in Section 7.2(b).

"**Owned Intellectual Property**" has the meaning ascribed thereto in Section 4.2(v).

"**Person**" shall be broadly interpreted and shall include any individual, corporation, partnership, joint venture, association, trust or other legal entity.

"**Receiving Party**" has the meaning ascribed thereto in the definition of "**Confidential Information**".

"**Registrar**" has the meaning ascribed thereto in the BCBCA.

"**Resulting Issuer**" means GTI as it will exist upon completion of the Amalgamation to be known as "Love Pharmaceuticals Inc." or such similar name as may be accepted by the relevant regulatory authorities and approved by the board of directors of the Resulting Issuer.

"**Resulting Issuer Common Shares**" means common shares in the capital of the Resulting Issuer, including such common shares of the Resulting Issuer to be issued upon completion of the Amalgamation.

"**Resulting Issuer Option Shares**" means the common shares of the Resulting Issuer issuable upon the exercise of the Resulting Issuer Options.

"**Resulting Issuer Options**" means the options of the Resulting Issuer that will be issued in exchange for the Kick Options upon completion of the Amalgamation.

"**Resulting Issuer Registrar and Transfer Agent**" means Odyssey Trust Company and any other Person which may be appointed as registrar and transfer agent of the Resulting Issuer Common Shares from time to time.

"**Resulting Issuer Warrant Shares**" means the common shares of the Resulting Issuer issuable upon the exercise of the Resulting Issuer Warrants.

"**Resulting Issuer Warrants**" means the common share purchase warrants of the Resulting Issuer that will be issued in exchange for the Kick Warrants upon completion of the Amalgamation.

"**Securities Laws**" means all applicable securities laws, the respective regulations made thereunder, together with applicable published fee schedules, prescribed forms, policy statements, multilateral and national instruments, orders, blanket rulings, notices and other regulatory instruments of the securities regulatory authorities in applicable jurisdictions having the force of law, including the rules and published policies of the CSE.

"**SEDAR**" means the System for Electronic Document Analysis and Retrieval.

"**Taxes**" means all taxes (including income tax, sales tax, value add tax, capital tax, payroll taxes, employer health tax, workers' compensation payments, property taxes and land transfer taxes), duties, royalties, levies, imposts, assessments, deductions, charges or withholdings and all liabilities with respect thereto including any penalty and interest payable with respect thereto.

"**Termination Date**" means the date of termination of this Agreement in accordance with Section 7.2.

"**U.S. Person**" means a U.S. person as defined in Rule 902(k) of Regulation S under the U.S. Securities Act.

"**U.S. Securities Act**" means the United States Securities Act of 1933, as amended.

"**United States**" means the United States of America, its territories and possessions, any State of the United States and the District of Columbia.

1.2 Interpretation Not Affected by Headings, etc.

The division of this Agreement into articles, sections and subsections is for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "herein", and "hereunder" and similar expressions refer to this Agreement and not to any particular article, section or other portion hereof and include any Agreement or instrument supplementary or ancillary hereto.

1.3 Number, etc.

Words importing the singular number shall include the plural and vice versa, words importing the use of any gender shall include all genders and words importing persons shall include firms and corporations and vice versa.

1.4 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 is not a Business Day such action shall be required to be taken on the next succeeding day which is a Business Day.

1.5 Currency

References to "$" in this Agreement refer to lawful money of Canada.

1.6 Knowledge

Where any representation or warranty contained in this Agreement is expressly qualified by reference to the knowledge of GTI or Kick, as applicable, it shall be deemed to refer to the actual knowledge of the directors and officers of the particular company after having made due inquiry.

1.7 Meanings

Words and phrases defined in the BCBCA shall have the same meaning herein as in the BCBCA, unless otherwise defined herein or the context otherwise requires. Unless otherwise specifically indicated or the context otherwise requires "include", "includes" and "including" shall be deemed to be followed by the words "without limitation".

1.8 Language

The parties to this Agreement expressly request and require that this Agreement and all related documents be drafted in English. *Les parties aux présentes conviennent et exigent que cette convention et tous les documents qui s'y rattachent soient rédigés en anglais.*

ARTICLE 2
AMALGAMATION

2.1 Kick Shareholder Approval

As soon as reasonably practicable after the date hereof, Kick will take what steps as may be necessary or desirable in order to facilitate adoption of the Kick Amalgamation Resolution by the shareholders of Kick.

2.2 GTI Subco Shareholder Approval

As soon as reasonably practicable after the date hereof, GTI will execute the GTI Subco Amalgamation Resolution in its capacity as the sole shareholder of GTI Subco such that the GTI Subco Amalgamation Resolution constitutes a unanimous resolution under the BCBCA of the sole shareholder of GTI Subco approving the Amalgamation.

2.3 Amalgamation

On or before the Closing Date, subject to the terms and conditions of this Agreement and receipt of necessary approvals, each of Kick, GTI and GTI Subco shall take all steps required of it to complete the Amalgamation and, without limitation, use all reasonable efforts to complete the Consolidation, apply for and obtain all consents, orders or approvals as are necessary or desirable for the implementation of the Amalgamation and the filing of the Articles of Amalgamation with the Registrar pursuant to the BCBCA and for the listing of the Resulting Issuer Common Shares , the Resulting Issuer Warrant Shares, and the Resulting Issuer Option Shares on the CSE.

2.4 Amalco

(a) **Name**. The name of Amalco shall be "Kick Pharmaceuticals Inc.".

(b) **Registered Office**. The registered office of Amalco shall be situated at 250 Howe Street, 15th Floor, Vancouver, BC V6C 3R8

(c) **Authorized Capital**. Amalco shall be authorized to issue an unlimited number of Amalco Shares.

(d) **Restrictions on Share Transfer**. The transfer of Amalco Shares shall be subject to private company restrictions.

(e) **Number of Directors**. The minimum number of directors of Amalco shall be one and the maximum number of directors of Amalco shall be ten.

(f) **Initial Directors**. The initial number of directors of Amalco shall be one. The initial director of Amalco shall be:

Name	**Address**
Doug Taylor	1780 - 355 Burrard Street, Vancouver, BC V6C 2G8_

(g) **Officers**. The officers of Amalco, until changed or added to by the then board of directors of Amalco, shall be as follows:

Name	**Office**
Doug Taylor	Chief Executive Officer

(h) **Initial Auditors**. The Auditors of Amalco shall be Baker Tilley WM LLP at its principal offices in Vancouver, British Columbia. The Auditors of Amalco shall hold office until the first annual meeting of shareholders of Amalco following the Amalgamation, or until their successor is appointed.

(i) **Fiscal Year**. The fiscal year end of Amalco shall be September 30.

(j) **Restrictions on Business**. There shall be no restrictions on the business that Amalco may carry on.

(k) **Articles**. The Articles of Amalgamation shall be the articles of incorporation of Amalco.

2.5 Resulting Issuer

(a) **Name**. The name of the Resulting Issuer shall be "Love Pharmaceuticals Inc.".

(b) **Registered Office**. The registered office of the Resulting Issuer shall be situated at 250 Howe Street, 15th Floor, Vancouver , BC V6C 3R8

(c) **Initial Directors**. The number of initial directors of the Resulting Issuer shall be five. Subject to the receipt of all necessary approvals, the initial directors of the Resulting Issuer as of the Effective Date shall be:

Name	**Address**
Doug Taylor	1780 - 355 Burrard Street, Vancouver, BC V6C 2G8
Mark Tommasi	1780 - 355 Burrard Street, Vancouver, BC V6C 2G8

Name	**Address**
Another director to be determined prior to Closing	---

The initial directors shall hold office until the next annual meeting of the shareholders of the Resulting Issuer, or until their successors are duly appointed or elected.

(d) **Audit Committee.** The audit committee will initially consist of three members, being all the directors.

(e) **Officers**. The officers of the Resulting Issuer, until changed or added to by the board of directors of the Resulting Issuer, shall be as follows:

Name	**Office**
George Tsafalas	Chief Executive Officer
Tatiana Kovaleva	Chief Financial Officer and Corporate Secretary

(f) **Initial Auditors**. The Auditors of the Resulting Issuer shall be Baker Tilley WM LLP, at its principal offices in Vancouver, British Columbia. The Auditors of the Resulting Issuer shall hold office until the next annual meeting of shareholders of the Resulting Issuer following the Amalgamation or until their successor is appointed.

(g) **Fiscal Year**. The fiscal year end of the Resulting Issuer shall be September 30.

2.6 Effect of Certificate of Amalgamation

Upon the issuance of the Certificate of Amalgamation:

(a) the Amalgamation of Kick and GTI Subco as one corporation shall become effective;

(b) the property of each of Kick and GTI Subco shall continue to be the property of Amalco;

(c) Amalco shall continue to be liable for the obligations of Kick and GTI Subco;

(d) any existing cause of action, claim, or liability to prosecution against either Kick or GTI Subco shall be unaffected and inherited by operation of law by Amalco;

(e) any civil, criminal or administrative action or proceeding pending by or against Kick or GTI Subco may be continued to be prosecuted by or against Amalco;

(f) any conviction against, or ruling, order or judgment in favour of or against, Kick or GTI Subco may be enforced by or against Amalco;

(g) the Articles of Amalgamation shall be the articles of incorporation of Amalco and the Certificate of Amalgamation is deemed to be the certificate of incorporation of Amalco;

(h) Amalco shall be a wholly-owned subsidiary of the Resulting Issuer;

(i) Amalco shall add to the stated capital maintained in respect of the Amalco Shares an amount equal to the aggregate of (i) the paid-up capital (for the purposes of the *Income Tax Act* (Canada)), determined immediately prior to the Amalgamation, of the GTI Subco Shares; and (ii) the paid-up capital (for the purposes of the *Income Tax Act* (Canada)), determined immediately prior to the Amalgamation, of the Kick Common Shares that are exchanged, or deemed to be exchanged, for Resulting Issuer Common Shares on the Amalgamation; and

(j) the Resulting Issuer shall add to the stated capital maintained in respect of the Resulting Issuer Common Shares an amount equal to the paid-up capital (for the purposes of the *Income Tax Act* (Canada)), determined immediately prior to the Amalgamation, of the Kick Common Shares that are exchanged, or deemed to be exchanged, for Resulting Issuer Common Shares on the Amalgamation.

2.7 Manner of Exchange of Issued Securities

Upon the terms and subject to the conditions set forth herein, at the time of the Amalgamation:

(a) each outstanding Kick Common Share (except for Kick Common Shares held by holders that have validly exercised their Dissent Rights in connection with the Kick Shareholders' Approval) shall be exchanged for one fully paid and non-assessable Resulting Issuer Common Share;

(b) subject to receipt of all required regulatory approvals:

(i) each outstanding Kick Option shall be exchanged for one Resulting Issuer Options, each exercisable to purchase one Resulting Issuer Common Share on substantially the same terms as those contained in the Kick Option immediately prior to the Amalgamation and each such Kick Option shall be cancelled. The exercise price for each Resulting Issuer Option will be equal to the exercise price per Kick Option in effect immediately prior to the Amalgamation as may be adjusted in accordance with the terms of the certificates evidencing such convertible Kick Option and/or applicable laws;

(ii) each outstanding Kick Warrant shall be exchanged for one Resulting Issuer Warrants, each exercisable to purchase one Resulting Issuer Common Share on substantially the same terms as those contained in the Kick Warrant

immediately prior to the Amalgamation and each such Kick Warrant shall be cancelled. The exercise price for each Resulting Issuer Warrant will be equal to the exercise price per Kick Warrant in effect immediately prior to the Amalgamation as may be adjusted in accordance with the terms of the certificates evidencing such convertible Kick Warrant and/or applicable laws;

(c) each outstanding share of GTI Subco shall be exchanged for one fully paid and non-assessable Amalco Share; and

(d) as consideration for the issuance of the Resulting Issuer Common Shares, Amalco will issue to the Resulting Issuer 100 Amalco Shares.

Kick Common Shares held by holders who have validly exercised their Dissent Rights in connection with the Kick Shareholders' Approval will not be exchanged pursuant to this Section 2.7. However, if any such dissenting holder fails to perfect or effectively withdraws its claim pursuant to applicable law, or forfeits its right to make a claim under applicable law, or if its rights as a shareholder of Kick are otherwise reinstated, the Kick Common Shares held by such holders shall thereupon be deemed to have been exchanged as of the time of the Amalgamation in accordance with this Section.

For avoidance of doubt, each GTI Post-Consolidation Common Share shall automatically be deemed to be one Resulting Issuer Common Share upon the completion of the Amalgamation.

2.8 Certificates

At the time of the Amalgamation:

(a) the registered holders of Kick Common Shares shall cease to be holders of Kick Common Shares, respectively, and shall be deemed to be registered holders of the Resulting Issuer Common Shares to which they are entitled in accordance with Section 2.7 hereof, all certificates evidencing Kick Common Shares, if any, shall be null and void and, on or after the Effective Time, subject to Section 2.10 hereof, the Resulting Issuer shall provide instructions to the Resulting Issuer Registrar and Transfer Agent to deliver such certificates or other evidence of ownership representing the number of Resulting Issuer Common Shares to which they are so entitled and/or register the holders thereof in book-entry only format in CDS' name (or in the name of any of its nominees) in accordance with the following:

(i) holders of Kick Common Shares immediately prior to the Amalgamation that are not in the United States, are not U.S. Persons or non-residents of Canada, will have the Resulting Issuer Common Shares they are entitled to receive pursuant to the Amalgamation registered in book-entry only with CDS; and

(ii) holders of Kick Common Shares immediately prior to the Amalgamation that are in the United States, are U.S. Persons or reside outside of Canada

will be issued a physical certificate representing the Resulting Issuer Common Shares they are entitled to receive pursuant to the Amalgamation.

(b) the registered holders of the Kick Options and Kick Warrants shall be deemed to be the registered holders of the Resulting Issuer Options and Resulting Issuer Warrants to which they are entitled in accordance with Section 2.7 hereof, all certificates and/or agreements evidencing such securities shall, in accordance with their terms, evidence such securities of the Resulting Issuer and the Resulting Issuer shall deliver notice to the holders of the completion of the Amalgamation; and

(c) notwithstanding the foregoing, all certificates representing Kick Common Shares held by persons who have validly exercised their Dissent Rights in connection with the Kick Shareholders' Approval shall represent only the right to receive fair value of the Kick Common Shares formerly represented by such certificates in accordance with applicable law.

2.9 Fractional Securities

No fractional securities of the Resulting Issuer will be issued. If a securityholder of Kick would otherwise be entitled to a fractional security upon or following completion of the Amalgamation, the number of securities of the Resulting Issuer issued to such securityholder shall be rounded down to the nearest whole number of such security, unless the certificates evidencing such Kick security stipulate otherwise with respect to rounding.

2.10 U.S. Securities Law Restrictive Legend

The parties acknowledge and agree that, in addition to any other legends affixed to Resulting Issuer Common Shares issued in connection with the Amalgamation, upon the original issuance of the Resulting Issuer Common Shares to U.S. Persons that are holders of Kick Common Shares or other Kick securities in connection with the Amalgamation, and until such time as the same is no longer required under applicable requirements of the U.S. Securities Act or applicable state securities laws, certificates representing such securities and all certificates issued in exchange therefor or in substitution thereof, shall bear the following legend:

"THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "U.S. SECURITIES ACT"), OR ANY STATE SECURITIES LAWS. THE HOLDER HEREOF, BY PURCHASING OR OTHERWISE HOLDING SUCH SECURITIES, AGREES FOR THE BENEFIT OF THE CORPORATION THAT SUCH SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED, DIRECTLY OR INDIRECTLY, ONLY (A) TO THE CORPORATION, (B) OUTSIDE THE UNITED STATES IN ACCORDANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT AND IN COMPLIANCE WITH APPLICABLE LOCAL LAWS AND REGULATIONS, (C) WITHIN THE UNITED STATES (1) IN ACCORDANCE WITH RULE 144A UNDER THE U.S. SECURITIES ACT, IF AVAILABLE, OR (2) IN ACCORDANCE WITH RULE 144 UNDER THE U.S. SECURITIES ACT, IF AVAILABLE; OR (D)

PURSUANT TO ANY OTHER EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE U.S. SECURITIES ACT, PROVIDED THAT PRIOR TO ANY TRANSFER PURSUANT TO CLAUSES (C) OR (D) ABOVE, AN OPINION OF COUNSEL IN FORM AND SUBSTANCE REASONABLY ACCEPTABLE TO THE CORPORATION SHALL FIRST BE PROVIDED TO THE EFFECT THAT SUCH TRANSFER DOES NOT REQUIRE REGISTRATION UNDER THE U.S. SECURITIES ACT OR ANY STATE SECURITIES LAW. DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE "GOOD DELIVERY" IN SETTLEMENT OF TRANSACTIONS ON STOCK EXCHANGES IN CANADA."

ARTICLE 3
COVENANTS

3.1 Covenants of GTI and GTI Subco

GTI and GTI Subco, each covenants and agrees with Kick, on a joint and several basis, from the date hereof to and including the earlier of (i) the Effective Date, and (ii) the Termination Date:

(a) not to, directly or indirectly, solicit, initiate, knowingly encourage, co-operate with or facilitate (including by way of furnishing any non-public information or entering into any form of agreement, arrangement or understanding) the submission, initiation or continuation of any oral or written inquiries or proposals or expressions of interest regarding, constituting or that may reasonably be expected to lead to any activity, arrangement or transaction or propose any activities or solicitations in opposition to or in competition with the Amalgamation, and without limiting the generality of the foregoing, not to induce or attempt to induce any other Person to initiate any shareholder proposal or "take-over bid", exempt or otherwise, within the meaning of the *Regulation 62-104 respecting Take-Over Bids and Issuer Bids* (in British Columbia, *National Instrument 62-104 – Take-Over Bids and Issuer Bids*), for securities or assets of GTI, nor to undertake any transaction or negotiate any transaction which would be or potentially could be in conflict with the Amalgamation, including allowing access to any third party (other than its representatives) to conduct due diligence, nor to permit any of its officers or directors to authorize such access, except as required by statutory obligations or in respect of which the GTI board of directors determines, in its good faith judgment, after receiving advice from its legal advisors, that failure to recommend such alternative transaction to the GTI shareholders would be a breach of its fiduciary duties under applicable law. In the event GTI or any of its affiliates, including any of their officers or directors, receives any form of offer or inquiry in respect of any of the foregoing, GTI shall forthwith (in any event within one Business Day following receipt) notify Kick of such offer or inquiry and provide GTI with such details as it may request;

(b) to co-operate fully with Kick and to use all reasonable commercial efforts to assist Kick in its efforts to complete the Amalgamation, unless such co-operation and/or efforts would subject GTI to liability or would be in breach of applicable statutory or regulatory requirements;

(c) to complete the Consolidation and the corresponding adjustments to the GTI Options on the same basis, as needed, subsequent to the Effective Date;

(d) to operate the GTI Business in a prudent and business-like manner in the ordinary course, in a manner consistent with past practice; and

(e) not to, without Kick prior written consent (such consent not to be unreasonably withheld, conditioned or delayed):

(i) issue any debt, equity or other securities, except the issuance of GTI Post-Consolidation Common Shares (or options to acquire GTI Post-Consolidation Common Shares) pursuant to the Amalgamation or pursuant to any securities exercisable to acquire GTI Pre-Consolidation Common Shares outstanding as of the date hereof;

(ii) borrow money or incur any Indebtedness for money borrowed;

(iii) make loans, advances, or any other payments, excluding expenses incurred in the ordinary course and payment of professional fees and other expenses in connection with or ancillary to the Amalgamation or in the ordinary course;

(iv) declare or pay any dividends or distribute any of GTI properties or assets to shareholders or otherwise;

(v) alter or amend GTI articles or notice of articles in any manner, except as required to give effect to the matters contemplated herein; and

(vi) except as otherwise permitted or contemplated herein, enter into any transaction or material Contract which is not in the ordinary course of business or engage in any business enterprise or activity materially different from that carried on by GTI as of the date hereof.

3.2 Further Covenants of GTI

GTI and GTI Subco each covenants and agrees with Kick, on a joint and several basis, that GTI and GTI Subco will from the date hereof to and including the earlier of (i) the Effective Date, and (ii) the Termination Date:

(a) use all commercially reasonable efforts to obtain all necessary consents, assignments or waivers from third parties and amendments or terminations to any instrument or agreement and take such other measures as may be necessary to fulfil its obligations under and to carry out the transactions contemplated by this Agreement;

(b) make necessary filings and applications under applicable federal and provincial laws and regulations required on the part of it in connection with the transactions contemplated herein, and take all reasonable action necessary to be in compliance with such laws and regulations;

(c) use all commercially reasonable efforts to conduct its affairs so that all of its representations and warranties contained herein shall be true and correct on and as of the Effective Date as if made on the Effective Date, except to the extent that such representations and warranties require modification to give effect to the transactions contemplated herein;

(d) immediately notify Kick of any legal or governmental actions, suits, judgments, investigations, injunction, complaint, motion, regulatory investigation, regulatory proceeding or similar proceeding by any Person, Governmental Entity or other regulatory body, whether actual or threatened, with respect to the Amalgamation or which could otherwise delay or impede the transactions contemplated hereby;

(e) notify Kick immediately upon becoming aware that any of the representations and warranties of GTI or GTI Subco contained herein are no longer true and correct in any material respect;

(f) immediately upon receipt of any written audit inquiry, assessment, reassessment, confirmation or variation of an assessment, indication that an assessment is being considered, request for filing of a waiver or extension of time or any other notice in writing relating to Taxes (an "**Assessment**") of GTI or GTI Subco, deliver to Kick a copy thereof together with a statement setting out, to the extent then determinable, an estimate of the obligations, if any, of GTI or GTI Subco on the assumption that such Assessment is valid and binding;

(g) use all commercially reasonable efforts to cause each of the conditions precedent set forth in Section 5.1 hereof to be complied with;

(h) advise Kick if there are any circumstances, individually or in the aggregate, that may materially and adversely affect the transactions contemplated by this Agreement; and

(i) subject to the satisfaction of the conditions in Section 5.2 hereof, thereafter cause GTI Subco to file together with Kick with the Registrar under the BCBCA the Articles of Amalgamation and such other documents as may be required to give effect to the Amalgamation on or before the Termination Date.

3.3 Covenants of Kick

Kick covenants and agrees with GTI from the date hereof to and including the earlier of (i) the Effective Date, and (ii) the Termination Date:

(a) not to, directly or indirectly, solicit, initiate, knowingly encourage, co-operate with or facilitate (including by way of furnishing any non-public information or entering into any form of agreement, arrangement or understanding) the submission, initiation or continuation of any oral or written inquiries or proposals or expressions of interest regarding, constituting or that may reasonably be expected to lead to any activity, arrangement or transaction or propose any activities or solicitations in opposition to or in competition with the Amalgamation, and without limiting the

generality of the foregoing, not to induce or attempt to induce any other Person to initiate any shareholder proposal or "take-over bid", exempt or otherwise, within the meaning of the *Regulation 62-104 respecting Take-Over Bids and Issuer Bids* (in British Columbia, *National Instrument 62-104 – Take-Over Bids and Issuer Bids*) for securities or assets of Kick, nor to undertake any transaction or negotiate any transaction which would be or potentially could be in conflict with the Amalgamation, including allowing access to any third party (other than its representatives) to conduct due diligence, nor to permit any of its officers or directors to authorize such access, except as required by statutory obligations or in respect of which the Kick board of directors determines, in its good faith judgment, after receiving advice from its legal advisors, that failure to recommend such alternative transaction to the securityholders of Kick would be a breach of its fiduciary duties under applicable law. In the event Kick or any of its affiliates or associates, including any of their officers or directors, receives any form of offer or inquiry in respect of the foregoing, Kick shall forthwith (in any event within one Business Day following receipt) notify GTI of such offer or inquiry and provide GTI with such details in respect thereof that GTI may request;

(b) to co-operate fully with GTI and to use all reasonable commercial efforts to assist GTI in its efforts to complete the Amalgamation unless such co-operation and efforts would subject Kick to liability or would be in breach of applicable statutory or regulatory requirements;

(c) to operate its business in a prudent and business-like manner in the ordinary course and in a manner consistent with past practice;

(d) that Kick shall not, without GTI prior written consent (such consent not to be unreasonably withheld, conditioned or delayed):

(i) except as otherwise consented to in writing by GTI, issue any equity or convertible debt securities, except in connection with: (1) the issuance of Kick Common Shares pursuant to any securities exercisable to acquire Kick Common Shares (including the Kick Options and the Kick Warrants); and (2) the issuance of any replacement or additional Kick Options pursuant to the Kick option plan.

(ii) borrow money or incur any Indebtedness for money borrowed, except for money borrowed or indebtedness incurred with the Business Development Bank of Canada, a Canadian chartered bank or from GTI;

(iii) make loans, advances, or other payments, excluding salaries and bonuses at current rates or routine advances to employees of Kick for expenses incurred in the ordinary course;

(iv) declare or pay any dividends or distribute any properties or assets of Kick to shareholders or otherwise dispose of any of such properties or assets;

(v) alter or amend the articles or notice of articles Kick in any manner which may adversely affect the success of the Amalgamation, except as required to give effect to the matters contemplated herein;

(vi) except as otherwise permitted or contemplated herein, enter into any transaction or material Contract which is not in the ordinary course of business or engage in any business enterprise or activity materially different from that carried on by Kick as at the date hereof; and

(vii) make capital expenditures out of the ordinary course of business.

3.4 Further Covenants of Kick

Kick covenants and agrees with GTI that it will from the date hereof to and including the earlier of (i) the Effective Date, and (ii) the Termination Date:

(a) use all commercially reasonable efforts to obtain all necessary consents, assignments or waivers from third parties and amendments or terminations to any instrument or agreement, to provide all notices required in connection with the Amalgamation and take such other measures as may be necessary to fulfil its obligations under and to carry out the transactions contemplated by this Agreement;

(b) use reasonable efforts to secure approval of the Kick Amalgamation Resolution by the shareholders of Kick and solicit proxies for the approval of the Kick Amalgamation Resolution at the Kick Special Meeting in accordance with applicable Laws.

(c) promptly advise GTI of any written notice of dissent or purported exercise by any Kick shareholder of Dissent Rights under applicable law received by Kick in relation to the Amalgamation and any withdrawal of Dissent Rights received by Kick and, subject to applicable law, any written communications sent by or on behalf of Kick to any Kick shareholder exercising or purporting to exercise Dissent Rights in relation to the Amalgamation;

(d) make necessary filings and applications under applicable federal, state and provincial laws and regulations required on the part of Kick in connection with the transactions contemplated herein, and take all reasonable action necessary to be in compliance with such laws and regulations;

(e) use all commercially reasonable efforts to conduct its affairs so that Kick representations and warranties contained herein shall be true and correct on and as of the Effective Date as if made on the Effective Date, except to the extent that such representations and warranties require modification to give effect to the transactions contemplated herein;

(f) immediately notify GTI of any legal or governmental actions, suits, judgments, investigations, injunction, complaint, motion, regulatory investigation, regulatory proceeding or similar proceeding by any Person, Governmental Entity or other

regulatory body, whether actual or threatened, with respect to the Amalgamation or which could otherwise delay or impede the transactions contemplated hereby or result in a Material Adverse Effect;

(g) notify GTI immediately upon becoming aware that any of the representations and warranties of Kick contained herein are no longer true and correct in any material respect;

(h) immediately upon receipt of any Assessment relating to Kick, deliver to GTI a copy thereof together with a statement setting out, to the extent then determinable, an estimate of the obligations, if any, of Kick on the assumption that such Assessment is valid and binding;

(i) use all commercially reasonable efforts to cause each of the conditions precedent set forth in Section 5.2 hereof to be complied with;

(j) advise GTI if there are any circumstances, individually or in the aggregate, that may materially and adversely affect the transactions contemplated by this Agreement;

(k) use its commercially reasonable best efforts to satisfy the conditions set forth in Sections 5.2(i) and 5.2(j) on or prior to the Effective Date; and

(l) subject to the satisfaction of the conditions precedent in Section 5.1 hereof, thereafter together with GTI Subco file with the Registrar pursuant to the BCBCA the Articles of Amalgamation and such other documents as may be required to give effect to the Amalgamation on or before the Termination Date.

3.5 Filing Statement

(a) GTI shall furnish to Kick all such information concerning GTI, as may be reasonably required by Kick in the preparation of the Final Filing Statement and other documents related thereto, and GTI shall ensure that no such information provided by GTI for inclusion in the Final Filing Statement shall contain any untrue statement of a material fact or omit to state a material fact required to be stated therein in order to make any information so furnished by GTI not misleading in light of the circumstances in which it is disclosed.

(b) GTI shall promptly notify Kick if, at any time before the Closing, the Final Filing Statement contains an 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 Final Filing Statement and the parties shall co-operate in the preparation of any amendment or supplement as required or as appropriate. Kick shall, subject to compliance by GTI with this Section 3.5(b), and, if required by the CSE or applicable laws, file any amendment or supplement to the Final Filing Statement with the applicable securities regulatory authority and as otherwise required.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties of GTI

GTI and GTI Subco each represents and warrants to and in favour of Kick, on a joint and several basis, as follows, and acknowledges that Kick is relying upon such representations and warranties in connection with the completion of the transactions contemplated herein:

(a) Each of GTI and GTI Subco is a corporation incorporated and validly existing under the laws of the Province of British Columbia, is up-to-date in respect of all material corporate filings and in good standing under the BCBCA, and has all requisite corporate power and corporate authority and is duly qualified and holds all material permits, licences, registrations, qualifications, consents and authorizations necessary or required to carry on the GTI Business as now conducted and to own, lease or operate its Assets and Properties and neither GTI nor, to the knowledge of GTI, any other Person, has taken any steps or proceedings, voluntary or otherwise, requiring or authorizing GTI dissolution or winding up of GTI or GTI Subco, and each of GTI and GTI Subco has all requisite corporate power and corporate authority to enter into this Agreement.

(b) The authorized capital of GTI consists of an unlimited number of GTI Pre-Consolidation Common Shares, of which 211,037,508 GTI Pre-Consolidation Common Shares are issued and outstanding as at the date hereof as fully paid and non-assessable shares in the capital of GTI. GTI also has nil options to purchase an GTI Pre-Consolidation Common Shares (the "**GTI Options**"), and there are currently outstanding 80,800,000 warrants to purchase an aggregate of 80,800,000 GTI Pre-Consolidation Common Share warrants (the "**GTI Warrants**").

(c) Other than GTI Subco, GTI has no direct or indirect subsidiaries nor any investment in any Person or any agreement, option or commitment to acquire any such investment. All of the issued and outstanding securities of GTI Subco (being one common share of GTI Subco) are held by GTI. GTI Subco is not a party to any contract (other than this Agreement) and has nominal assets and no liabilities.

(d) GTI is a "reporting issuer" in the provinces of British Columbia, Alberta and Ontario (as that term is defined under applicable Securities Laws in each of the provinces of British Columbia, Ontario and Alberta) and is not in default of the requirements of the applicable Securities Laws in such jurisdictions in any material respect. GTI is in compliance with the policies of the CSE.

(e) GTI has filed all material documents and information required to be filed by it pursuant to applicable Securities Laws with the applicable securities commissions (the "**Disclosure Documents**"), except where non-compliance has not had, and would not reasonably be expected to have, a Material Adverse Effect, and GTI does not have any confidential filings with any securities authorities. As of the time the Disclosure Documents were filed with the applicable securities regulators and on SEDAR (or, if amended or superseded by a filing prior to the date of this

Agreement, then on the date of such filing): (i) each of the Disclosure Documents complied in all material respects with the requirements of the applicable Securities Laws in the jurisdictions they were filed; and (ii) none of the Disclosure Documents contained any untrue statement of a material fact regarding GTI or omitted to state a material fact regarding GTI required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

(f) Except as otherwise disclosed to Kick, GTI has been conducting the GTI Business in compliance in all material respects with all applicable laws and regulations of each jurisdiction in which it carries on the GTI Business and has not received a notice of material non-compliance, and, to the knowledge of GTI, there are no facts that would give rise to a notice of material non-compliance with any such laws and regulations.

(g) The Consolidation does not require the approval, consent or authorization of any party, including the GTI Shareholders of the CSE, and upon the Consolidation has been authorized by all necessary action on the part of GTI.

(h) No consent, approval, order or authorization of, or registration, declaration or filing with, any third party or Governmental Entity is required by or with respect to GTI or GTI Subco in connection with the execution and delivery of this Agreement by GTI or GTI Subco, the performance of their obligations hereunder, including the Consolidation, or the consummation by GTI or GTI Subco of the Amalgamation other than: (i) the approval of the Amalgamation by the CSE and the listing of the Resulting Issuer Common Shares (including those acquirable upon the exercise of any Resulting Issuer Options, the Resulting Issuer Warrants) on the CSE; (ii) the filing of the Articles of Amalgamation under the BCBCA and the issuance of the Certificate of Amalgamation; (iii) such registrations and other actions required under applicable Securities Laws as are contemplated by this Agreement and registrations and applications required as a result of the formation of a new corporation on the Amalgamation; and (iv) any filings with the Registrar under the BCBCA.

(i) Subject to the receipt of the approvals and the filings set out in Section 4.1(g), each of the execution and delivery of this Agreement, the performance by each of GTI and GTI Subco of its obligations hereunder, the issue of the Resulting Issuer Common Shares, the Resulting Issuer Warrants, the Resulting Issuer Warrant Shares, the Resulting Issuer Options and the Resulting Issuer Option Shares and the consummation of the Amalgamation, do not and will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, (whether after notice or lapse of time or both), (i) any law, statute, rule or regulation applicable to GTI or GTI Subco including applicable Securities Laws; (ii) the constating documents, articles or resolutions of GTI or GTI Subco, which are in effect as at the date hereof; (iii) any mortgage, note, indenture, contract, agreement, instrument, lease or other document to which GTI or GTI Subco is a party or by which it is bound; or (iv) any judgment, decree or order binding upon GTI or GTI Subco or the Assets and Properties of GTI or GTI Subco.

(j) This Agreement has been duly authorized and executed by GTI and GTI Subco and constitutes a valid and binding obligation of GTI and GTI Subco and shall be enforceable against each of GTI and GTI Subco in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting the rights of creditors generally and except as limited by the application of equitable principals when equitable remedies are sought, and by the fact that rights to indemnity, contribution and waiver, and the ability to sever unenforceable terms, may be limited by applicable law.

(k) Other than this Agreement, neither GTI nor GTI Subco is currently party to any agreement in respect of: (i) the purchase of any material property or assets or any interest therein or the sale, transfer or other disposition of any material property or assets or any interest therein currently owned, directly or indirectly, by GTI or GTI Subco whether by asset sale, transfer of shares or otherwise; or (ii) the change of control of GTI or GTI Subco (whether by sale or transfer of shares or otherwise).

(l) The audited consolidated financial statements of GTI for the year ended September 30, 2019 have been prepared in accordance with IFRS and present fairly, in all material respects, the financial position (including the assets and liabilities, whether absolute, contingent or otherwise as required by IFRS) of GTI as at such dates and the results of its operations and its cash flows for the period then ended and contain and reflect adequate provisions for all reasonably anticipated liabilities, expenses and losses of GTI in accordance with IFRS and there has been no change in accounting policies or practices of GTI since incorporation.

(m) All Taxes (including income tax, capital tax, payroll taxes, employer health tax, workers' compensation payments, property taxes, custom and land transfer taxes), duties, royalties, levies, imposts, assessments, deductions, charges or withholdings and all liabilities with respect thereto, including any penalty and interest payable with respect thereto due and payable by GTI or GTI Subco, have been paid, except where the failure to pay such Taxes would not reasonably be expected to result in a Material Adverse Change in respect of GTI or GTI Subco. All Tax returns, declarations, remittances and filings required to be filed by GTI or GTI Subco have been filed with all appropriate Governmental Entities and all such returns, declarations, remittances and filings did not contain a misrepresentation as at the respective dates thereof except where the failure to file such documents or such misrepresentation would not reasonably be expected to result in a Material Adverse Change in respect of GTI or GTI Subco. To the knowledge of GTI or GTI Subco, no examination of any Tax return of GTI or GTI Subco is currently in progress and there are no issues or disputes outstanding with any Governmental Entity respecting any Taxes that have been paid, or may be payable, by GTI or GTI Subco, in any case, except where such examinations, issues or disputes would not reasonably be expected to result in a Material Adverse Change in respect of GTI or GTI Subco.

(n) No holder of outstanding shares in the capital of GTI is entitled to any pre-emptive or any similar rights to subscribe for any GTI Pre-Consolidation Common Shares (or GTI Post-Consolidation Common Shares) or other securities of GTI and, other

than or pursuant to the GTI Options, the GTI Agent Warrants and this Agreement, there are no rights to acquire, or instruments convertible into or exchangeable for, any shares in the capital of GTI or GTI Subco.

(o) No legal or governmental actions, suits, judgments, investigations or proceedings are pending to which GTI or GTI Subco, or to the knowledge of GTI, the directors or officers of GTI are a party or to which the Assets and Properties of GTI or GTI Subco are subject that would result in a Material Adverse Effect and, to the knowledge of GTI, no such proceedings have been threatened against or are pending with respect to GTI or GTI Subco, or with respect to its Assets and Properties and neither GTI nor GTI Subco is subject to any judgment, order, writ, injunction, decree or award of any Governmental Entity, which, either individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect.

(p) GTI is not party to any material Contract, written or oral, other than in the normal course of business, and which all are in good standing in all material respects and in full force and effect.

(q) Neither GTI nor, to the knowledge of GTI, any other party thereto is in material default or breach of any GTI Material Contract and, to the knowledge of GTI, there exists no condition, event or act which, with the giving of notice or lapse of time or both, would constitute a material default or breach under any GTI Material Contract which would give rise to a right of termination on the part of any other party to a GTI Material Contract.

(r) no order, ruling or determination having the effect of suspending the sale or ceasing the trading in any securities of GTI (including the GTI Pre-Consolidation Common Shares) has been issued by any regulatory authority and is continuing in effect and no proceedings for that purpose have been instituted or, to the knowledge of GTI, are pending, contemplated or threatened by any regulatory authority.

(s) GTI is not party to any agreement, nor, to the knowledge of GTI, is there any shareholders agreement or other Contract which in any manner affects the voting control of any of the securities of GTI.

(t) The minute books and records of GTI made available to counsel for Kick in connection with the due diligence investigation of GTI for the period from the date of incorporation to the date hereof are all of the minute books of GTI and contain copies of all material proceedings (or certified copies thereof or drafts thereof pending approval) of the shareholders, the directors and all committees of directors of GTI to the date hereof and there have been no other meetings, resolutions or proceedings of the shareholders, directors or any committees of the directors of GTI to the date hereof not reflected in such minute books.

(u) There is no Person acting at the request or on behalf of GTI that is entitled to any brokerage or finder's fee or other compensation in connection with the transactions contemplated by this Agreement.

4.2 Representations and Warranties of Kick

Kick represents and warrants to and in favour of GTI and GTI Subco as follows, and acknowledges that GTI and GTI Subco are relying upon such representations and warranties in connection with the completion of the transactions contemplated herein:

(a) Kick (i) has been duly amalgamated and is validly existing under the laws of the province of British Columbia and is up-to-date in respect of all material corporate filings and in good standing under the BCBCA; (ii) has all requisite corporate power and capacity to carry on its business as now conducted and to own or lease and operate its properties and assets; and (iii) has all requisite corporate power and authority to enter into and carry out its obligations under this Agreement.

(b) Kick does not beneficially own, or exercise control or direction over, directly or indirectly, any interest in any other person.

(c) No proceedings have been taken, instituted or, to the knowledge of Kick, are pending for the dissolution or liquidation of Kick.

(d) Kick is, in all material respects, conducting its business in compliance with all applicable laws, rules and regulations (including all material applicable federal, provincial, state, municipal and local laws, regulations and other lawful requirements of any Governmental Entity) of each jurisdiction in which its business is carried on and is licensed, registered or qualified in all jurisdictions in which it owns, leases or operates its property or carries on business to enable its business to be carried on as now conducted and its property and assets to be owned or leased and operated and all such licences, registrations and qualifications are valid, subsisting and in good standing and it has not received a notice of non-compliance, nor knows of, any facts that could give rise to a notice of non-compliance with any such laws, regulations or permits which would reasonably be expected to result in a Material Adverse Change in respect of Kick.

(e) Each of the execution and delivery of this Agreement and the performance of the transactions contemplated hereby have been authorized by all necessary corporate action of Kick and upon the execution and delivery hereof, this Agreement shall constitute a valid and binding obligation of Kick, enforceable against Kick in accordance with its terms, provided that enforcement thereof may be limited by laws affecting creditors' rights generally, that specific performance and other equitable remedies may only be granted in the discretion of a court of competent jurisdiction and that the provisions relating to indemnity, contribution and waiver of contribution may be unenforceable.

(f) All consents, approvals, permits, authorizations or filings necessary for the execution and delivery of this Agreement by Kick and the consummation by Kick of the transactions contemplated hereby have been made or obtained, as applicable, other than: (i) the filing of the Articles of Amalgamation under the BCBCA and the issuance of a certificate in respect thereof; (ii) any filings with the registrar under

the BCBCA; and (iii) the Kick Shareholders' Approval, which is expected to be obtained at the Kick Special Meeting

(g) The execution and delivery of this Agreement by Kick, the performance by Kick of its obligations hereunder and the consummation of the transactions contemplated hereby do not and will not conflict with or result in a breach or violation of any of the terms of or provisions of, or constitute a default under (whether after notice or lapse of time or both), and Kick is not currently in breach or default of, (A) any statute, rule or regulation applicable to Kick; (B) the constating documents or resolutions of Kick which are in effect at the date of hereof; (C) any Debt Instrument or Kick Material Agreement; or (D) any judgment, decree or order binding Kick or the properties or assets thereof, except where such conflict, breach, violation or default would not reasonably be expected to result in a Material Adverse Change in respect of Kick.

(h) The authorized capital of Kick consists of an unlimited number of Kick Common Shares, of which 275,000,000 Kick Common Shares were issued and outstanding as fully paid and non-assessable shares of Kick as of the close of business on the date first written above.

(i) No order ceasing or suspending trading in any securities of Kick or prohibiting the sale of any of Kick issued securities has been issued and, to the knowledge of Kick, no proceedings for such purpose have been threatened or are pending.

(j) Except as disclosed to GTI, no person now has any agreement or option or right or privilege (whether at law, pre-emptive or contractual) capable of becoming an agreement for the purchase, subscription or issuance of, or conversion into, any unissued shares, securities, warrants or convertible obligations of any nature of Kick, and as at the close of business on the date first written above, a sufficient number of Kick Common Shares were reserved for issuance pursuant to outstanding options, warrants, share incentive plans, convertible, exercisable and exchangeable securities and other rights to acquire Kick Common Shares.

(k) Since January 31, 2020, other than as disclosed to GTI and GTI Subco:

(i) there has not been any material change in the assets, liabilities, obligations (absolute, accrued, contingent or otherwise), business, condition (financial or otherwise) or results of operations of Kick;

(ii) there has not been any material change in the share capital or long-term debt of Kick; and

(iii) Kick has carried on its business in the ordinary course.

(l) The Kick Financial Statements present fairly, in all material respects, the financial condition of Kick for the periods then ended, and were prepared in accordance with IFRS.

(m) There are no material off-balance sheet transactions, arrangements or obligations (including contingent obligations) of Kick or other persons that would reasonably be expected to result in a Material Adverse Change in respect of Kick.

(n) Other than as described in the Kick Financial Statements or as otherwise disclosed in writing to GTI, there are no actions, proceedings or investigations (whether or not purportedly by or on behalf of Kick) commenced or, to the knowledge of Kick, threatened or pending against Kick at law or in equity (whether in any court, arbitration or similar tribunal) or before or by any Governmental Entity, that would reasonably be expected to result in a Material Adverse Change in respect of Kick.

(o) Kick is not a party to or bound or affected by any commitment, agreement or document containing any covenant which expressly limits the freedom of Kick to compete in any line of business, transfer or move any of its assets or operations or which materially or adversely affects the business practices, operations or condition of Kick.

(p) Except as disclosed to GTI, all Taxes (including income tax, capital tax, payroll taxes, employer health tax, workers' compensation payments, property taxes, custom and land transfer taxes), duties, royalties, levies, imposts, assessments, deductions, charges or withholdings and all liabilities with respect thereto, including any penalty and interest payable with respect thereto due and payable by Kick, have been paid, except where the failure to pay such Taxes would not reasonably be expected to result in a Material Adverse Change in respect of Kick. All Tax returns, declarations, remittances and filings required to be filed by Kick have been filed with all appropriate Governmental Entities and all such returns, declarations, remittances and filings did not contain a misrepresentation as at the respective dates thereof except where the failure to file such documents or such misrepresentation would not reasonably be expected to result in a Material Adverse Change in respect of Kick. To the knowledge of Kick, no examination of any Tax return of Kick is currently in progress and there are no issues or disputes outstanding with any Governmental Entity respecting any Taxes that have been paid, or may be payable, by Kick, in any case, except where such examinations, issues or disputes would not reasonably be expected to result in a Material Adverse Change in respect of Kick.

(q) Neither Kick nor, to Kick knowledge, any other person, is in default in any material respect in the observance or performance of any term, covenant or obligation to be performed by Kick or such other person under any Debt Instrument or Kick Material Agreement, and no event has occurred which with notice or lapse of time or both would constitute such a default by Kick or, to Kick knowledge, any other party, except where such default or event would not reasonably be expected to result in a Material Adverse Change in respect of Kick and its subsidiaries taken as a whole.

(r) Kick possesses all permits, licenses, approvals, consents and other authorizations (collectively, "**Governmental Licenses**") issued by the appropriate federal, provincial, state, local or foreign regulatory agencies or bodies necessary to conduct

the business now operated by them, except where the failure to hold such Governmental Licenses would not, individually or in the aggregate, result in a Material Adverse Effect in respect of Kick. Kick is in compliance with the terms and conditions of all such Governmental Licenses, except where the failure so to comply would not, individually or in the aggregate, result in a Material Adverse Effect in respect of Kick and its subsidiaries taken as a whole.

(s) Other than as disclosed to GTI, none of the directors, officers or employees of Kick, any known holder of more than 10% of any class of shares of Kick, or any known associate or affiliate of any of the foregoing persons or companies, has had any material interest, direct or indirect, in any material transaction since the incorporation of Kick or any proposed material transaction with Kick which, as the case may be, materially affected, is material to or will materially affect Kick and its subsidiaries taken as a whole.

(t) There is no person acting or purporting to act at the request of Kick who is entitled to any brokerage, agency or other fiscal advisory or similar fee in connection with the transactions contemplated by this Agreement.

(u) Kick has no material loans or other material 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 with it, other than for the reimbursement of ordinary course business expenses.

(v) To the knowledge of Kick, none of Kick's directors or officers is now, or has ever been, subject to an order or ruling of any securities regulatory authority or stock exchange prohibiting such individual from acting as a director or officer of a public company or of a company listed on a particular stock exchange.

(w) Kick is the sole and exclusive owner of the Intellectual Property owned by it (the "**Owned Intellectual Property**") with good, valid and marketable title thereto, free and clear of all Encumbrances. Kick has valid and enforceable licences to use all of the material Intellectual Property that is duly licensed by Kick as part of the Kick Business as presently conducted (the "**Licensed Intellectual Property**") and used by it in connection with, and as required for, the Kick Business as presently conducted, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting the rights of creditors generally and except as limited by the application of equitable principals when equitable remedies are sought, and by the fact that rights to indemnity, contribution and waiver, and the ability to sever unenforceable terms, may be limited by applicable law. Kick has no knowledge to the effect that it will be unable to obtain any rights or licenses to use all Intellectual Property necessary for the conduct of its business. To the knowledge of Kick, no third parties have rights to any Intellectual Property, except for the ownership rights of the owners of the Licensed Intellectual Property which is licensed to Kick. To the knowledge of Kick, there is no infringement, misappropriation or misuse by third parties of any Owned Intellectual Property. There is no pending or, to the knowledge of Kick, threatened action, suit, proceeding or claim by others challenging Kick rights in or

to any Owned Intellectual Property that would result in a Material Adverse Change in respect of Kick and its subsidiaries taken as a whole.

ARTICLE 5
CONDITIONS PRECEDENT AND OTHER MATTERS

5.1 Conditions to Obligations of Kick

The obligation of Kick to consummate the transactions contemplated herein is subject to the satisfaction, on or before the Closing Date, of the following conditions:

(a) except as affected by the transactions contemplated herein, the representations and warranties of GTI contained in Section 4.1 hereof shall be true in all material respects on the Closing Date with the same effect as though such representations and warranties had been made at and as of such time, other than in respect of representations and warranties qualified by materiality which representations and warranties shall be true and correct, and Kick shall have received a certificate to that effect, dated the Closing Date, from an officer or director of GTI acceptable to Kick, to the best of his or her knowledge, having made reasonable inquiry;

(b) GTI and GTI Subco shall have performed, fulfilled or complied with, in all material respects, all of their obligations, covenants and agreements contained in this Agreement to be fulfilled or complied with by them at or prior to the Closing and Kick shall have received a certificate of an officer or director of GTI to such effect;

(c) GTI shall have furnished Kick with:

(i) a certified copy of the resolutions passed by the board of directors of GTI approving this Agreement, the Amalgamation Agreement and the consummation of the transactions contemplated herein; and

(ii) a certified copy of the special resolution of the sole shareholder of GTI Subco authorizing and approving the Amalgamation and the Amalgamation Agreement;

(d) receipt of all regulatory and third party approvals, authorizations and consents as are required to be obtained by GTI or Kick in connection with the Amalgamation, including the approval of the CSE as applicable;

(e) (i) the Resulting Issuer Common Shares that are issued as consideration for the Kick Common Shares shall be issued as fully paid and non-assessable securities in the capital of the Resulting Issuer, free and clear of any and all Encumbrances and demands of whatsoever nature, except those imposed pursuant to: (1) escrow restrictions of the CSE and/or applicable securities laws; or (2) the Resulting Issuer Common Shares, the Resulting Issuer Warrant Shares and the Resulting Issuer Option Shares shall have been conditionally approved for listing on the CSE, such listing to be conditional only on conditions standard for the CSE;

(f) the Resulting Issuer shall have assumed all of the obligations of Kick pursuant to the Kick Options and Kick Warrants;

(g) the board of directors of the Resulting Issuer shall be consist of three (3) directors as identified in Section 2.5(c);

(h) the senior management team of the Resulting Issuer shall consist of those officers appointed by the new board of directors of the Resulting Issuer and who shall include such individuals set forth in Section 2.5(d) in such positions as set forth opposite their name;

(i) the Auditors of the Resulting Issuer being Baker Tilley WM LLP, at its principal offices in Vancouver, British Columbia or such other Auditors as designated by Kick;

(j) GTI having no material debts or liabilities other than those incurred in the normal operation of the GTI Business and as disclosed to Kick;

(k) satisfactory completion of due diligence by Kick, its counsel and representatives on the business, assets, financial condition and corporate records of GTI, which due diligence process being concluded on or before the date of this Agreement;

(l) there being no inquiry or investigation (whether formal or informal) in relation to GTI or its respective directors or officers commenced or, to the knowledge of GTI, threatened, by any securities commission or official of the CSE or regulatory body having jurisdiction such that the outcome of such inquiry or investigation could have a Material Adverse Effect on GTI;

(m) no Material Adverse Change shall have occurred in the business, results of operations, assets, capital, liabilities, financial conditions or affairs of GTI since the date of this Agreement, other than a reduction of its cash position in order to pay its professional fees or other expenses;

(n) the Amalgamation and all other matters contemplated herein not being subject to the approval of the shareholders of GTI approving;

(o) the GTI Subco Amalgamation Resolution will have been approved by GTI as the sole shareholder of GTI Subco;

(p) the number of Kick shareholders who validly exercise their Dissent Rights will not represent, in the aggregate, in excess of 5% of the Kick Common Shares issued and outstanding prior to the Kick Special Meeting;

(q) the shareholders of Kick shall have approved the Amalgamation;

(r) the directors of GTI shall have approved and GTI shall have completed the Consolidation (and all corresponding adjustments to the GTI Options and GTI Agent Warrants);

(s) the final version of the Kick Financial Statements shall not be materially different than the draft version of the Kick Financial Statements as provided to GTI;

(t) there being no legal proceeding or regulatory actions or proceedings against any Person to enjoin, restrict or prohibit the Amalgamation or which could reasonably be expected to result in a Material Adverse Effect on GTI; and

(u) there being no prohibition at law against completion of Amalgamation.

The conditions described above are for the exclusive benefit of Kick and may be asserted by Kick regardless of the circumstances, or may be waived by Kick in its sole discretion, in whole or in part, at any time and from time to time prior to the Amalgamation without prejudice to any other rights which Kick may have hereunder or at law and notwithstanding the approval of this Agreement by the shareholders of Kick and/or GTI Subco.

5.2 Conditions to Obligations of GTI

The obligations of GTI and GTI Subco to consummate the transactions contemplated herein are subject to the satisfaction, on or before the Closing Date, of the following conditions:

(a) except as affected by the transactions contemplated herein, the representations and warranties of Kick contained in Section 4.2 hereof shall be true in all material respects on the Closing Date with the same effect as though such representations and warranties had been made at and as of such time, other than in respect of representations and warranties qualified by materiality which representations and warranties shall be true and correct, and GTI shall have received a certificate to such effect, dated the Closing Date, of a senior officer of Kick to the best of his knowledge having made reasonable inquiry;

(b) Kick shall have performed, fulfilled or complied with, in all material respects, all of its obligations, covenants and agreements contained in this Agreement to be fulfilled or complied with by it at or prior to the time of the Closing and GTI shall have received a certificate of an officer of Kick to such effect;

(c) Kick shall have furnished GTI with:

(i) certified copies of the directors' resolutions passed by the board of directors of Kick approving this Agreement, as well as the consummation of the transactions contemplated herein;

(ii) certified copies of the resolution of the shareholders of Kick authorizing and approving the Amalgamation and the Amalgamation Agreement; and

(iii) a certificate of Kick setting forth the number of issued and outstanding Kick securities immediately prior to the Amalgamation;

(d) receipt of all regulatory and third party approvals, authorizations and consents as are required to be obtained by GTI or Kick in connection with the Amalgamation,

including the approval of the CSE and the TSX, as applicable, and any other applicable regulatory authorities;

(e) no Material Adverse Change shall have occurred in the business, results of operations, assets, liabilities, financial condition or affairs of Kick since the date of this Agreement;

(f) the shareholders of Kick shall have approved the Amalgamation;

(g) there being no legal proceeding or regulatory actions or proceedings against any Person to enjoin, restrict or prohibit the Amalgamation or which could reasonably be expected to result in a Material Adverse Effect on Kick;

(h) the final version of the Kick Financial Statements shall not be materially different than the draft version of the Kick Financial Statements as provided to GTI;

(i) there being no prohibition at law against the completion of the transactions contemplated hereby; and

(j) the Resulting Issuer shall have received conditional approval for listing of the Resulting Issuer Common Shares (including the Resulting Issuer Common Shares issuable upon exercise of any Kick Options and Kick Warrants outstanding following the Amalgamation) on the CSE.

The conditions described above are for the exclusive benefit of GTI and GTI Subco and may be asserted by GTI and GTI Subco, regardless of the circumstances, or may be waived by GTI and GTI Subco, in their sole discretion, in whole or in part, at any time and from time to time prior to the Amalgamation without prejudice to any other rights which GTI and GTI Subco may have hereunder or at law and notwithstanding the approval of this Agreement by the shareholders of GTI Subco and/or Kick.

5.3 Merger of Conditions

The conditions set out in Sections 5.1 and 5.2 hereof shall be conclusively deemed to have been satisfied, waived or released on the filing by Kick and GTI Subco of the Articles of Amalgamation with the Registrar under the BCBCA.

ARTICLE 6
NOTICES

6.1 Notices

All notices, requests and demands hereunder, which may or are required to be given pursuant to any provision of this Agreement, shall be given or made in writing and shall be delivered by courier, facsimile or e-mail as follows:

(a) to GTI or GTI Subco, addressed to:

Glenbriar Technologies Inc.
1780 355 Burrard Street,
Vancouver, BC V6C 2G8

Attn: Doug Taylor
Email: doug@shaw.ca

with a copy to (such copy shall not constitute notice):

Dentons Canada LLP
15th Floor, 850 – 2nd Street SW
Calgary, Alberta
T2P 0R8

Attn: Rick Skeith
Email: rick.skeith@dentons.com

(b) to Kick, addressed to:

Kick Pharmaceuticals Inc.
1780 355 Burrard Street,
Vancouver, BC V6C 2G8

Attn: Zach Stadnyk
Email: zach.stadnyk@gmail.com

or to such other addresses and facsimile numbers or e-mail addresses as the parties may, from time to time, advise to the other parties hereto by notice in writing. All notices, requests and demands hereunder shall be deemed to have been received, if delivered personally or by prepaid courier on the date of delivery and if sent by facsimile or e-mail, on the next Business Day after the facsimile or e-mail was sent.

ARTICLE 7
AMENDMENT AND TERMINATION OF AGREEMENT

7.1 Amendment

This Agreement may, at any time and from time to time before or after the holding of the Kick Special Meeting, be amended by written agreement of the parties hereto without, subject to applicable law, further notice to or authorization on the part of their respective shareholders and any such amendment may, without limitation:

(a) change the time for performance of any of the obligations or acts of the parties hereto;

(b) waive any inaccuracies or modify any representation or warranty contained herein or in any document delivered pursuant hereto;

(c) waive compliance with or modify any of the covenants herein contained and waive or modify performance of any of the obligations of the parties hereto; and

(d) waive compliance with or modify any other conditions precedent contained herein, provided that no such amendment shall change the provisions hereof regarding the consideration to be received by securityholders of Kick without approval by such securityholders of Kick given in the same manner as required for the approval of the Amalgamation.

7.2 Rights of Termination

This Agreement may be terminated as follows:

(a) by mutual agreement of the parties hereto in writing;

(b) by any party, if the Amalgamation is not completed by 5:00 p.m. (Vancouver time) on November 30, 2020 or such later date as the parties may agree upon in writing (the "**Outside Time**") and subject to compliance by Kick with the applicable Kick Material Agreements;

(c) by GTI, in the event that it determines, acting reasonably, that the conditions set forth in Sections 5.2(i) or 5.2(j) will not be satisfied on or before the Outside Time;

(d) by Kick (i) by notice to GTI if any of the conditions contained in Section 5.1 hereof shall not be fulfilled or performed by the Outside Time or (ii) upon a breach by GTI of Section 3.1(a) hereof that could reasonably result in a condition set forth in Section 5.1 which condition has not been waived to be incapable of being satisfied on or before the Outside Time; or

(e) by any party if any applicable Governmental Entity, including the Registrar under the BCBCA and the CSE, has notified any of GTI, GTI Subco or Kick that it will not permit the Amalgamation to proceed, in whole or in part.

If this Agreement is terminated as aforesaid, the party terminating this Agreement shall be released from all obligations under this Agreement other than the obligations that by their terms survive the termination of this Agreement (including the obligations with respect to confidentiality under Section 8.6 and the obligations with respect to expenses under Section 8.7), all rights of specific performance against such party shall terminate and, unless such party can show that the condition or conditions the non-performance of which has caused such party to terminate this Agreement were reasonably capable of being performed by the other party, then the other party shall also be released from all obligations hereunder; and further provided that any of such conditions may be waived in full or in part by either of the parties without prejudice to its rights of termination in the event of the non-fulfilment or non-performance of any other condition.

7.3 Notice of Unfulfilled Conditions

If either of Kick or GTI shall determine at any time prior to the Outside Time that it is entitled to refuse to consummate the Amalgamation or any of the other transactions contemplated hereby because of any unfulfilled or unperformed condition contained in this Agreement on the part of the other to be fulfilled or performed, Kick or GTI, as the case may be, shall so notify the other of them forthwith upon making such determination in order that such other of them shall have the right and opportunity to take such steps, at its own expense, as may be necessary for the purpose of fulfilling or performing such condition within a reasonable period of time, but in no event later than the Termination Date.

ARTICLE 8
GENERAL

8.1 Entire Agreement

The terms and provisions herein contained constitute the entire agreement between the parties with respect to the subject matter herein and shall supersede all previous oral or written communications, representations, undertakings and agreements with respect to such subject matter, including the Letter Agreement.

8.2 Binding Effect

This Agreement shall be binding upon and enure to the benefit of the parties hereto.

8.3 Waiver and Modification

GTI and Kick may waive or consent to the modification of, in whole or in part, any inaccuracy of any representation or warranty made to them hereunder or in any document to be delivered pursuant hereto and may waive or consent to the modification of any of the covenants or agreements herein contained for their respective benefit or waive or consent to the modification of any of the obligations of the other parties hereto. No waiver, or consent to the modification of any inaccuracy of any provision of this Agreement constitutes a waiver of or consent to any proceeding, continuing or succeeding inaccuracy of such provision or of any other provision of this Agreement. Any waiver or consent to

the modification of any of the provisions of this Agreement, to be effective, must be in writing executed by the party granting such waiver or consent.

8.4 No Personal Liability

(a) No director, officer, employee or agent of Kick shall have any personal liability whatsoever to GTI or GTI Subco under this Agreement, or under any other document delivered in connection with the Amalgamation on behalf of Kick.

(b) No director, officer, employee or agent of either GTI or GTI Subco shall have any personal liability whatsoever to Kick under this Agreement, or under any other document delivered in connection with the Amalgamation on behalf of GTI or GTI Subco.

8.5 Assignment

No party to this Agreement may assign any of its rights or obligations under this Agreement without the prior written consent of the other party hereto.

8.6 Confidentiality

(a) No disclosure or announcement, public or otherwise, in respect of this Agreement or the transactions contemplated hereby will be made by GTI, GTI Subco, Kick or their representatives without the prior agreement of the other parties hereto as to timing, content and method, provided that the obligations herein will not prevent a party from making, after consultation with the other parties, such disclosure as its counsel advises is required by applicable law or the rules and policies of the CSE.

(b) Except as and only to the extent required by applicable law, a Receiving Party will not disclose or use, and it will cause its representatives not to disclose or use, any Confidential Information furnished, or to be furnished, by a Disclosing Party or its representatives to the Receiving Party or its representatives at any time or in any manner other than for purposes of evaluating the transactions proposed in this Agreement.

(c) If this Agreement is terminated pursuant to Article 7, each Receiving Party will promptly return to the Disclosing Party or destroy any Confidential Information and any work product produced from such Confidential Information in its possession or in the possession of any of its representatives.

8.7 Costs

Each of the parties hereto shall be responsible for their own costs and charges incurred with respect to the transactions contemplated herein including, without limitation, all costs and charges incurred prior to the date of this Agreement and all legal and accounting fees and disbursements relating to preparing the documents relating to the transactions contemplated herein or otherwise relating to the transactions contemplated herein. For the purposes of clarity, Kick shall be responsible for paying the costs and fees payable to the

CSE regarding their review of the Amalgamation and the personal information forms to be submitted by the proposed executive officers, directors and promoters and insiders of the Resulting Issuer following completion of the Amalgamation and all listing fees payable in connection with any securities issued pursuant to the Amalgamation and/or any application fees payable to the CSE in connection with the transactions contemplated herein.

8.8 Time of Essence

Time shall be of the essence of this Agreement.

8.9 Survival

The representations and warranties of each of Kick, GTI and GTI Subco contained herein shall survive the execution and delivery of this Agreement and shall terminate on the earlier of the Termination Date and the Effective Date.

8.10 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein, without giving effect to the principles of conflicts of laws thereof, and the parties hereto irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of British Columbia in respect of any matter arising hereunder or in connection herewith.

8.11 Severability

In the event that any provisions contained in this Agreement shall be declared invalid, illegal or unenforceable by a court or other lawful authority of competent jurisdiction, this Agreement shall continue in force with respect to the enforceable provisions and all rights and remedies accrued under the enforceable provisions shall survive any such declaration, and any non-enforceable provision shall, to the extent permitted by law, be replaced by a provision which, being valid, comes closest to the intention underlying the invalid, illegal and unenforceable provision.

8.12 Further Assurances

Each party hereto shall, from time to time, and at all times hereafter, at the request of the other parties 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.

8.13 Counterparts and Electronic Copies

This Agreement may be executed in separate counterparts, and all such counterparts when taken together shall constitute one (1) agreement. The parties shall be entitled to rely on delivery of a facsimile, email in pdf or other electronic copy of the executed Agreement and such copy shall be legally effective to create a valid and binding Agreement.

[***Remainder of Page Intentionally Left Blank***]

IN WITNESS WHEREOF the parties have executed this Merger Agreement as of the date first above written.

GLENBRIAR TECHNOLOGEIS INC.

By: *"Doug Taylor"*
By its authorized signatory
Name: Doug Taylor
Title: Chief Executive Officer

KICK PHARMACEUTICALS INC.

By: *"Zach Stadnyck"*
By its authorized signatory
Name: Zach Stadnyck
Title: Chief Executive Officer

1270412 B.C. LTD.

By: *"Doug Taylor"*
By its authorized signatory
Name: Doug Taylor
Title: President

SCHEDULE "A"

AMALGAMATION AGREEMENT

(see attached.)

SCHEDULE A

FORM OF AMALGAMATION AGREEMENT

THIS AGREEMENT is made as of the _____day of _____, 2020

AMONG:

KICK PHARMACEUTICALS INC., a corporation incorporated under the laws of British Columbia, Canada

("**Kick**")

AND:

GLENBRIAR TECHNOLOGIES INC., a corporation continued under the laws of British Columbia, Canada

("**GTI**")

AND:

1270412 B.C. LTD., a corporation incorporated under the laws of British Columbia, Canada

("**GTI Subco**")

WHEREAS:

A. Each of the Parties hereto is also a Party to a Merger Agreement which contemplates the Amalgamation (as herein defined), subject to certain conditions.

B. GTI Subco and Kick wish, subject to the satisfaction or waiver of the conditions set forth in Article 5 of the Merger Agreement, to effect the Amalgamation and amalgamate and continue as one corporation under the provisions the BCBCA and in accordance with the terms hereof.

C. The Parties have entered into this Agreement to provide for the matters referred to in the foregoing recitals and for other matters relating to the Amalgamation.

D. Capitalized terms used in this Agreement without definition have the meanings specified in the Merger Agreement.

NOW THEREFORE, in consideration of the foregoing and the representations, warranties, covenants, agreements and promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties to this Agreement, the Parties agree as follows:

1. **Definitions**. In this Agreement:

(a) "**Agreement**" means this amalgamation agreement and includes any and every instrument supplemental or ancillary hereto.

(b) "_____" means the corporation resulting from the Amalgamation.

(c) "**Amalco Share**" means a common share of Amalco.

(d) "**Amalgamating Companies**" means GTI Subco and Kick.

(e) "**Amalgamation**" means the amalgamation of the Amalgamating Companies under Sections 269 and following of the BCBCA upon the terms and subject to the conditions set forth in the Amalgamation Agreement, as contemplated by this Agreement.

(f) "**Amalgamation Application**" means the amalgamation application substantially in the form of Appendix A to be filed by the Amalgamating Companies with the Registrar in accordance with Section 275(1)(a) of the BCBCA.

(g) "**Amalgamation Certificate**" means the amalgamation certificate in respect of the Amalgamation to be issued by the Registrar in accordance with Section 281 of the BCBCA.

(h) "**Articles of Amalgamation**" means the articles of amalgamation substantially in the form attached as Appendix B.

(i) "**Authorized Share Capital**" has the meaning assigned to it in Section 11.

(j) "**BCBCA**" means the *Business Corporation Act* (British Columbia).

(k) "**Depository**" means Odyssey Trust Company.

(l) "**Effective Date**" means the effective date of the Amalgamation as set forth in and indicated on the certificate of amalgamation issued by the Registrar and giving effect to the Amalgamation.

(m) "**Effective Time**" means 12:01 a.m. (Vancouver time) on the Effective Date or such other time as Kick and GTI, each acting reasonably, may agree to in writing, such agreement to be evidenced by the filing of the Amalgamation Application with such other Effective Time.

(n) "**Escrow Agent**" means any trust company, bank, or other financial institution as may be agreed to in writing by GTI and Kick for the purposes of, among other things, selling the GTI Shares to which Kick Shareholders, but for the application of Section 24, would be entitled to receive upon Amalgamation.

(o) "**Kick Shareholder**" means a shareholder of Kick.

(p) "**Law**" means any federal, provincial, local, municipal, state, foreign or other administrative statute, law, order, constitution, ordinance, principle of common law, regulation, rule or treaty.

(q) "**Merger Agreement**" means the merger agreement dated June 9, 2020, among GTI, GTI Subco and Kick including the recitals, schedules and exhibits thereto, as the same may be amended, modified or supplemented in accordance with its terms.

(r) "**Party**" means a party to this Agreement and "**Parties**" means all of them, collectively.

(s) "**GTI Shares**" means the common shares in the capital of GTI.

(t) "**Registrar**" means the Registrar of Companies under the BCBCA.

Any other capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Merger Agreement.

2. **Amalgamation**. Subject to the provisions of this Agreement, the Amalgamating Companies hereby agree to amalgamate effective as of the Effective Time under the provisions of the BCBCA and to continue as one company on the terms and conditions hereinafter set out.

3. **Effect of Amalgamation**. As of the Effective Time, subject to the BCBCA:

(a) the Amalgamation of Amalgamating Companies and their continuance as one corporation will become effective;

(b) the property of each of the Amalgamating Companies will continue to be the property of Amalco;

(c) Amalco will continue to be liable for the obligations of each of the Amalgamating Companies;

(d) any existing cause of action, claim or liability to prosecution with respect to either or both of the Amalgamating Companies will be unaffected;

(e) any civil, criminal or administrative action or proceeding pending by or against either of the Amalgamating Companies may be continued to be prosecuted by or against Amalco;

(f) any conviction against, or ruling, order or judgment in favour of or against, either of the Amalgamating Companies may be enforced by or against Amalco; and

(g) the Articles of Amalgamation will be deemed to be the articles of incorporation of Amalco and the Amalgamation Certificate will be deemed to be the certificate of incorporation of Amalco.

4. **Name**. The name of Amalco will be "Kick Pharmaceuticals Inc.".

5. **Amalgamation Application and Articles**. The forms of the Amalgamation Application and of the Articles of Amalgamation will, subject to repeal, amendment, alteration or addition under the BCBCA, be in the forms set forth in Appendices A and B attached hereto, respectively.

6. **Termination**. This Agreement shall automatically terminate upon the termination of the Merger Agreement among Kick, GTI and GTI Subco dated September ____, 2020 in accordance with its terms. This Agreement may also be terminated by the mutual written agreement of Kick and GTI.

7. **Modifications**. The Parties may, by resolution of their respective directors, assent to any alteration or modification of this Agreement which the Registrar or the Supreme Court of British Columbia may require or which the shareholders of the Amalgamating Companies may direct or approve pursuant to the BCBCA and all alterations or modifications so assented to will be binding upon the Parties hereto.

8. **Business**. There will be no restrictions on the business Amalco may carry on or on the powers it may exercise.

9. **Registered Office**. The mailing and the delivery address of the registered office of Amalco will be at 250 Howe Street 15th Floor, Vancouver, BC V6C 3R8 until otherwise determined.

10. **Records Office**. The mailing and the delivery address of the records office of Amalco will be at 250 Howe Street 15th Floor, Vancouver, BC V6C 3R8 unless otherwise determined.

11. **Authorized Capital**. Amalco will be authorized to issue an unlimited number of common shares without par value (the "**Authorized Share Capital**").

12. **Share Rights and Restrictions**. The rights and restrictions attached to the Authorized Share Capital will, subject to repeal, amendment, alteration or addition under the BCBCA, be in the forms set forth in the Articles of Amalgamation.

13. **Board of Directors**. The number of directors of Amalco, until amended in accordance with the Articles of Amalgamation, will be one. The first directors of Amalco are as follows:

Name	**Address**
Doug Taylor	1780 355 Burrard Street, Vancouver, BC V6C 2G8

14. **Officers**. The following persons will hold the office set opposite their respective names and will carry out their respective duties until they are relieved from such office by the directors of Amalco or until they sooner cease to hold such office:

Name	**Position**
Doug Taylor	Chief Executive Officer

15. **Treatment of Share Capital**. Upon issuance of the Amalgamation Certificate at the Effective Time, the issued and unissued shares of each of the Amalgamating Companies will be exchanged for Amalco Shares or GTI Shares as follows:

(a) all of the unissued shares of each of the Amalgamating Companies will be cancelled;

(b) each issued and outstanding GTI Subco Share will be cancelled and replaced with one (1) issued, fully paid and non-assessable Amalco Share;

(c) subject to Section 24, Kick Shareholders (other than Kick Shareholders who validly exercise their dissent rights (the "**Dissenting Shareholders**") will receive one fully paid and non-assessable GTI Shares for each Kick Share held and thereafter all Kick Common Shares will be cancelled; and

(d) as consideration for the issuance of the GTI Shares, Amalco will issue to GTI 100 Amalco Shares

16. **Share Certificates**. At the Effective Time:

(e) GTI will be deemed to be the registered holder of all of the outstanding Amalco Shares to which it is entitled under Section 151(b) and 151(d) and will be entitled to receive a share certificate representing such Amalco Shares;

(f) share certificates evidencing the Kick Common Shares will cease to represent any claim upon or interest in Kick or Amalco other than:

(i) in respect of a Kick Shareholder who is not a Dissenting Shareholder, the right to receive GTI Shares in accordance with Section 151(c), and

(ii) in respect of Dissenting Shareholders, the right to receive the fair value, determined in accordance with the BCBCA, of the Kick Common Shares held by them.

17. **Capital**. At the Effective Time:

(a) to the extent permitted by law, Amalco shall add to the capital account maintained in respect of the Amalco Shares an amount equal to the aggregate of (i) the paid-up capital (for the purposes of the *Income Tax Act* (Canada)), determined immediately prior to the Effective Time, of the GTI Subco Shares; and (ii) the paid-up capital (for the purposes of the *Income Tax Act* (Canada)), determined immediately prior to the Effective Time, of the Kick Common Shares that are exchanged, or deemed to be exchanged, for GTI Shares pursuant to Section 151(c); and

(b) to the extent permitted by law, GTI shall add to the capital account maintained in respect of the GTI Shares an amount equal to the paid-up capital (for the purposes of the *Income Tax Act* (Canada)), determined immediately prior to the Effective Time, of the Kick Common Shares that are exchanged, or deemed to be exchanged, for GTI Shares pursuant to Section 151(c).

18. **Fractional Shares**. No fractional Amalco Shares will be issued by Amalco pursuant to this Agreement. Any exchange or replacement contemplated in Section 15 that results in less than a whole number will be rounded down to the nearest whole number without any payment in lieu of any fractional share.

19. **Lost Certificates**. In the event any certificate, which immediately prior to the Effective Time represented one or more outstanding Kick Common Shares that were exchanged pursuant to this Agreement, has been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming such certificate to be lost, stolen or destroyed, the Depository will issue in exchange for such lost, stolen or destroyed certificate, the GTI Shares deliverable in accordance with the terms herein.

20. **Withholding Rights**. GTI, Amalco and the Depository will be entitled to deduct and withhold from any consideration otherwise payable to any Kick Shareholder such amounts as GTI, Amalco or the Depository determines are required or permitted to be deducted and withheld with respect to such payment under the ITA, or any provision of any other applicable tax law. To the extent that amounts are so withheld, such withheld amounts will be treated for all purposes hereof as having been paid to the Kick Shareholder in respect of which such deduction and withholding was made, provided that such withheld amounts are actually remitted to the appropriate taxing authority.

21. **No Liens**. Any exchange or transfer of securities pursuant to this Agreement will be free and clear of all liens or other claims of third parties of any kind.

22. **Covenants**. GTI Subco and Kick will, on or prior to the Effective Date, jointly file with the Registrar the Amalgamation Application and the Articles of Amalgamation and such other documents as may be required to give effect to the Amalgamation at the Effective Time upon and subject to the terms and conditions of this Agreement and the Merger Agreement.

23. **Dissenting Shareholders**. Dissenting Kick Common Shares will not be exchanged for GTI Shares at the Effective Time in accordance with Section 151(c). Instead, on the Effective Date, each Dissenting Shareholder will cease to have any rights as a Kick Shareholder other than the right to be paid the fair value in respect of the dissenting Kick Common Shares in accordance with the provisions of Section 272 of the BCBCA. However, if a Dissenting Shareholder withdraws or is deemed to have withdrawn the exercise of its Dissent Rights or otherwise failed to comply with the requirements of the BCBCA or if such Dissenting Shareholder's rights as a Kick Shareholder are otherwise reinstated, each dissenting Kick Share held by that Dissenting Shareholder will thereupon be deemed to have been exchanged for an GTI Share at the Effective Time in accordance with Section 151(c).

24. **Non-Resident Shareholders**. Without limiting anything in this Agreement, GTI will not be required to issue any share in connection with the Amalgamation to any shareholder resident in a jurisdiction other than Canada if the local securities laws of such jurisdiction would make such issuance illegal or require the preparation and filing of a prospectus, the registration of such securities or other applicable requirements and, instead of the consideration to which such shareholder is otherwise entitled under Section 15, all GTI Shares that such shareholder would have otherwise been entitled to receive at the Effective Time in respect of its Kick Common Shares will instead be delivered to the Escrow Agent.

The Escrow Agent will use its best efforts to sell such GTI Shares as soon as practicable after the Effective Date, on such dates and at such prices as the Escrow Agent may determine in its sole discretion, through one or more brokers with whom the Escrow Agent transacts business. Each such Kick Shareholder will receive a pro rata share of the cash proceeds from the sale of such GTI Shares sold by the Escrow Agent. Kick agrees to bear all costs and fees of the Escrow Agent and brokers in connection with such sales. For greater certainty, the Escrow Agent will not be liable to any party if it is unable to effect the sale of any such GTI Shares at a particular price or at all.

25. **Notice**. Any notice, request, consent, agreement or approval which may or is required to be given pursuant to this Agreement will be given or made in accordance with the terms of the Merger Agreement.

26. **Assignment**. No Party to this Agreement may assign any of its rights or obligations under this Agreement without the prior written consent of each of the Other Parties.

27. **Binding Effect**. This Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns (including, for greater certainty, Amalco).

28. **Time of the Essence**. For the purposes of this Agreement time will be of the essence.

29. **Governing Law**. This Agreement will be governed by and construed in accordance with the Laws of the province of British Columbia and the federal Laws of Canada applicable therein.

30. **Entire Agreement**. This Agreement (including, for greater certainty, the Merger Agreement), constitutes the entire agreement and understanding between and among the Parties hereto with respect to the subject matter hereof and the Amalgamation and supersedes any prior agreement, representation or understanding with respect thereto.

31. **Amendment or Waiver**. Subject to any requirements imposed by Law or by any court having jurisdiction, this Agreement may be amended, modified or superseded, and any of the terms, covenants, representations, warranties or conditions hereof may be waived, but only by written instrument executed by all the Parties hereto. No waiver of any nature, in any one or more instances, will be deemed or construed as a further or continued waiver of any condition or breach of any other term, representation or warranty in this Agreement.

32. **Severability**. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Agreement is determined to be void or unenforceable in whole or in part, it will be deemed not to affect or impair the validity of any other provision of this Agreement and such void or unenforceable provision will be severable from this Agreement.

33. **Counterparts and Delivery**. This Agreement may be executed in any number of counterparts, each of which will be considered the original and all of which, together, will constitute one and the same instrument. This Agreement may also be executed in original or by signature sent and received by facsimile or other electronic transmission and the

reproduction of such signature sent and received by way of facsimile or other electronic transmission will be deemed as though such reproduction was an executed original thereof.

34. **Further Assurances**. Each of the Parties hereto agrees that each will promptly furnish to the other such further documents and take or cause to be taken such further actions as may reasonably be required in order to effect this Agreement and the Amalgamation. Each Party hereto agrees to execute and deliver such instruments and documents as the Other Parties hereto may reasonably require in order to carry out the intent of this Agreement.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the day and year first above written.

KICK PHARMACEUTICALS INC.

Per: _____
Authorized Signatory

GLENBRIAR TECHNOLOGIES INC.

Per: _____
Authorized Signatory

1270412 B.C. LTD.

Per: _____
Authorized Signatory

APPENDIX 1
AMALGAMATION APPLICATION

BRITISH COLUMBIA
The Best Place on Earth

Ministry of Finance
BC Registry Services

Mailing Address:
PO Box 9431 Stn Prov Govt
Victoria, BC V8W 9V3
Location:
2nd Floor - 940 Blanshard Street
Victoria BC
www.fin.gov.bc.ca/registries

Telephone: 250 356-8626

AMALGAMATION APPLICATION

FORM 13 - BC COMPANY
Sections 275
Business Corporations Act

DO NOT MAIL THIS FORM to the BC Registry Services unless you are instructed to do so by registry staff. The Regulation under the *Business Corporations Act* requires the electronic version of this form to be filed on the Internet at www.corporateonline.gov.bc.ca

Freedom of Information and Protection of Privacy Act (FOIPPA): Personal information provided on this form is collected, used and disclosed under the authority of the *FOIPPA* and the *Business Corporations Act* for the purposes of assessment. Questions regarding the collection, use and disclosure of personal information can be directed to the Executive Coordinator of the BC Registry Services at 250 356-1198, PO Box 9431 Stn Prov Govt, Victoria BC V8W 9V3.

A. INITIAL INFORMATION – *When the amalgamation is complete, your company will be a BC limited company.*

What kind of company(ies) will be involved in the amalgamation?
(Check all applicable boxes.)

☑ BC company

☐ BC unlimited liability company

B. NAME OF COMPANY – *Choose **one** of the following:*

☐ The name XXX is the name reserved for the amalgamated company. The name reservation number is: _____, *OR*

☐ The company is to be amalgamated with a name created by adding "B.C. Ltd." after the incorporation number, *OR*

☑ The amalgamated company is to adopt, as its name, the name of one of the amalgamating companies.

The name of the amalgamating company being adopted is:

The incorporation number of that company is:

Please note: If you want the name of an amalgamating corporation that is a foreign corporation, you must obtain a name approval before completing this amalgamation application.

C. AMALGAMATION STATEMENT – *Please indicate the statement applicable to the amalgamation.*

☐ **With Court Approval:**
This amalgamation has been approved by the court and a copy of the entered court order approving the amalgamation has been obtained and has been deposited in the records office of each of the amalgamating companies.

OR

☑ **Without Court Approval:**
This amalgamation has been effected without court approval. A copy of all of the required affidavits under section 277(1) have been obtained and the affidavit obtained from each amalgamating company has been deposited in that company's records office.

D. AMALGAMATION EFFECTIVE DATE – *Choose **one** of the following:*

☐ The amalgamation is to take effect at the time that this application is filed with the registrar.

☑ The amalgamation is to take effect at 12:01 a.m. Pacific Time on _____ being a date that is not more than ten days after the date of the filing of this application.

☐ The amalgamation is to take effect at _____ ☐ a.m. or ☐ p.m. Pacific Time on _____ being a date and time that is not more than ten days after the date of the filing of this application.

E. AMALGAMATING CORPORATIONS

Enter the name of each amalgamating corporation below. For each company, enter the incorporation number. If the amalgamating corporation is a foreign corporation, enter the foreign corporation's jurisdiction and if registered in BC as an extraprovincial company, enter the extraprovincial company's registration number. Attach an additional sheet if more space is required.

NAME OF AMALGAMATING CORPORATION	BC INCORPORATION NUMBER, OR EXTRAPROVINCIAL REGISTRATION NUMBER IN BC	FOREIGN CORPORATION'S JURISDICTION
1. KICK TECHNOLOGIES INC.	[●]	
2. 1270412 B.C. LTD.	[●]	

F. FORMALITIES TO AMALGAMATION

If any amalgamating corporation is a foreign corporation, section 275 (1)(b) requires an authorization for the amalgamation from the foreign corporation's jurisdiction to be filed.

☐ This is to confirm that each authorization for the amalgamation required under section 275(1)(b) is being submitted for filing concurrently with this application.

G. CERTIFIED CORRECT – I have read this form and found it to be correct.

This form must be signed by an authorized signing authority for each of the amalgamating companies as set out in Item E.

NAME OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	SIGNATURE OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	DATE SIGNED (YYYY / MM / DD)
1. Doug Taylor	X	2020/[●]/[●]
NAME OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	SIGNATURE OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	DATE SIGNED (YYYY / MM / DD)
2. Zachary Stadnyk	X	2020/[●]/[●]

NOTICE OF ARTICLES

A. NAME OF COMPANY

Set out the name of the company as set out in Item B of the Amalgamation Application.

KICK PHARMACEUTICALS INC.

B. TRANSLATION OF COMPANY NAME

Set out every translation of the company name that the company intends to use outside of Canada.

C. DIRECTOR NAME(S) AND ADDRESS(ES)

Set out the full name, delivery address and mailing address (if different) of every director of the company. The director may select to provide either (a) the delivery address and, if different, the mailing address for the office at which the individual can usually be served with records between 9 a.m. and 4 p.m. on business days or (b) the delivery address and, if different, the mailing address of the individual's residence. The delivery address must not be a post office box. Attach an additional sheet if more space is required.

LAST NAME FIRST NAME MIDDLE NAME	DELIVERY ADDRESS INCLUDING PROVINCE/STATE, COUNTRY AND POSTAL/ZIP CODE	MAILING ADDRESS INCLUDING PROVINCE/STATE, COUNTRY AND POSTAL/ZIP CODE
Taylor, Doug	1780 355 Burrard Street, Vancouver, BC V6C 2G8	N/A

D. REGISTERED OFFICE ADDRESSES

DELIVERY ADDRESS OF THE COMPANY'S REGISTERED OFFICE (INCLUDING BC and POSTAL CODE)

2600 – 1066 WEST HASTINGS STREET, VANCOUVER, BC V6E 3X1

MAILING ADDRESS OF THE COMPANY'S REGISTERED OFFICE (INCLUDING BC and POSTAL CODE)

2600 – 1066 WEST HASTINGS STREET, VANCOUVER, BC V6E 3X1

E. RECORDS OFFICE ADDRESSES

DELIVERY ADDRESS OF THE COMPANY'S RECORDS OFFICE (INCLUDING BC and POSTAL CODE)

250 Howe Street 15th Floor, Vancouver, BC V6C 3R8

MAILING ADDRESS OF THE COMPANY'S RECORDS OFFICE (INCLUDING BC and POSTAL CODE)

250 Howe Street 15th Floor, Vancouver, BC V6C 3R8

F. AUTHORIZED SHARE STRUCTURE

	Maximum number of shares of this class or series of shares that the company is authorized to issue, or indicate there is no maximum number	Kind of shares of this class or series of shares		Are there special rights or restrictions attached to the shares of this class or series of shares?
Identifying name of class or series of shares	MAXIMUM NUMBER OF SHARES AUTHORIZED OR NO MAXIMUM NUMBER	PAR VALUE OR WITHOUT PAR VALUE	TYPE OF CURRENCY	YES/NO
COMMON	NO MAXIMUM NUMBER	WITHOUT PAR VALUE	N/A	NO

APPENDIX 2
ARTICLES OF AMALGAMATION

KICK PHARMACEUTICALS INC.

(the "Company")

Incorporation No.

ARTICLES

The Company has as its articles the following articles:

1. INTERPRETATION

1.1 Definitions

In these Articles, unless the context otherwise requires:

(a) "board of directors", "directors" and "board" mean the directors or sole director of the Company for the time being;

(b) *"Business Corporations Act"* means the *Business Corporations Act* (British Columbia) from time to time in force and all amendments thereto and includes all regulations and amendments thereto made pursuant to that Act;

(c) "legal personal representative" means the personal or other legal representative of the shareholder;

(d) "registered address" of a shareholder means the shareholder's address as recorded in the central securities register;

(e) "seal" means the seal of the Company, if any.

1.2 *Business Corporations Act* and *Interpretation Act* Definitions Applicable

The definitions in the *Business Corporations Act* and the definitions and rules of construction in the *Interpretation Act,* with the necessary changes, so far as applicable, and unless the context requires otherwise, apply to these Articles as if they were an enactment. If there is a conflict between a definition in the *Business Corporations Act* and a definition or rule in the *Interpretation Act* relating to a term used in these Articles, the definition in the *Business Corporations Act* will prevail in relation to the use of the term in these Articles. If there is a conflict between these Articles and the *Business Corporations Act,* the *Business Corporations Act* will prevail.

2. SHARES AND SHARE CERTIFICATES

2.1 Authorized Share Structure

The authorized share structure of the Company consists of shares of the class or classes and series, if any, described in the Notice of Articles of the Company.

2.2 Form of Share Certificate

Each share certificate issued by the Company must comply with, and be signed as required by, the *Business Corporations Act.*

2.3 Shareholder Entitled to Certificate or Acknowledgement

Each shareholder is entitled, without charge, to:

(a) one share certificate representing the shares of each class or series of shares registered in the shareholder's name, or

(b) a non-transferable written acknowledgement of the shareholder's right to obtain such a share certificate;

provided that in respect of a share held jointly by several persons, the Company is not bound to issue more than one share certificate and delivery of a share certificate for a share to one of several joint shareholders or to one of the shareholders' duly authorized agents will be sufficient delivery to all.

2.4 Delivery by Mail

Any share certificate or non-transferable written acknowledgement of a shareholder's right to obtain a share certificate may be sent to the shareholder by mail at the shareholder's registered address and neither the Company nor any director, officer or agent of the Company is liable for any loss to the shareholder because the share certificate or acknowledgement is lost in the mail or stolen.

2.5 Replacement of Worn Out or Defaced Certificate or Acknowledgement

If the directors are satisfied that a share certificate or a non-transferable written acknowledgement of the shareholder's right to obtain a share certificate is worn out or defaced, they must, on production to them of the share certificate or acknowledgement, as the case may be, and on such other terms, if any, as they think fit:

(a) order the share certificate or acknowledgement, as the case may be, to be cancelled; and

(b) issue a replacement share certificate or acknowledgement, as the case may be.

2.6 Replacement of Lost, Stolen or Destroyed Certificate or Acknowledgement

If a share certificate or a non-transferable written acknowledgement of a shareholder's right to obtain a share certificate is lost, stolen or destroyed, a replacement share certificate or acknowledgement, as the case may be, must be issued to the person entitled to that share certificate or acknowledgement, as the case may be, if the directors receive:

(a) proof satisfactory to them that the share certificate or acknowledgement is lost, stolen or destroyed; and

(b) any indemnity the directors consider adequate.

2.7 Splitting Share Certificates

If a shareholder surrenders a share certificate to the Company with a written request that the Company issue in the shareholder's name two or more share certificates, each representing a specified number of shares and in the aggregate representing the same number of shares as the share certificate so surrendered, the Company must cancel the surrendered share certificate and issue replacement share certificates in accordance with that request.

2.8 Certificate Fee

There must be paid to the Company, in relation to the issue of any share certificate under Articles 2.5, 2.6 or 2.7, the amount, if any and which must not exceed the amount prescribed under the *Business Corporations Act,* determined by the directors.

2.9 Recognition of Trusts

Except as required by law or statute or these Articles, no person will be recognized by the Company as holding any share upon any trust, and the Company is not bound by or compelled in any way to recognize (even when having notice thereof) any equitable, contingent, future or partial interest in any share or fraction of a share or (except as by law or statute or these Articles provided or as ordered by a court of competent jurisdiction) any other rights in respect of any share except an absolute right to the entirety thereof in the shareholder.

3. ISSUE OF SHARES

3.1 Directors Authorized

Subject to the *Business Corporations Act* and the rights of the holders of issued shares of the Company, the Company may issue, allot, sell or otherwise dispose of the unissued shares, and issued shares held by the Company, at the times, to the persons, including directors, in the manner, on the terms and conditions and for the issue prices (including any premium at which shares with par value may be issued) that the directors may determine. The issue price for a share with par value must be equal to or greater than the par value of the share.

3.2 Commissions and Discounts

The Company may at any time, pay a reasonable commission or allow a reasonable discount to any person in consideration of that person purchasing or agreeing to purchase shares of the Company from the Company or any other person or procuring or agreeing to procure purchasers for shares of the Company.

3.3 Brokerage

The Company may pay such brokerage fee or other consideration as may be lawful for or in connection with the sale or placement of its securities.

3.4 Conditions of Issue

Except as provided for by the *Business Corporations Act,* no share may be issued until it is fully paid. A share is fully paid when:

(a) consideration is provided to the Company for the issue of the share by one or more of the following:

  (i) past services performed for the Company;

  (ii) property;

  (iii) money; and

(b) the value of the consideration received by the Company equals or exceeds the issue price set for the share under Article 3.1.

3.5 Share Purchase Warrants and Rights

Subject to the *Business Corporations Act,* the Company may issue share purchase warrants, options and rights upon such terms and conditions as the directors determine, which share purchase warrants, options and rights may be issued alone or in conjunction with debentures, debenture stock, bonds, shares or any other securities issued or created by the Company from time to time.

4. SHARE REGISTERS

4.1 Central Securities Register

As required by and subject to the *Business Corporations Act*, the Company must maintain in British Columbia a central securities register. The directors may, subject to the *Business Corporations Act*, appoint an agent to maintain the central securities register. The directors may also appoint one or more agents, including the agent which keeps the central securities register, as transfer agent for its shares or any class or series of its shares, as the case may be, and the same or another agent as registrar for its shares or such class or series of its shares, as the case may be. The directors may terminate such appointment of any agent at any time and may appoint another agent in its place.

4.2 Closing Register

The Company must not at any time close its central securities register.

5. SHARE TRANSFERS

5.1 Registering Transfers

A transfer of a share of the Company must not be registered unless:

(a) a duly signed instrument of transfer in respect of the share has been received by the Company;

(b) if a share certificate has been issued by the Company in respect of the share to be transferred, that share certificate has been surrendered to the Company; and

(c) if a non-transferable written acknowledgement of the shareholder's right to obtain a share certificate has been issued by the Company in respect of the share to be transferred, that acknowledgement has been surrendered to the Company.

5.2 Form of Instrument of Transfer

The instrument of transfer in respect of any share of the Company must be either in the form, if any, on the back of the Company's share certificates or in any other form that may be approved by the directors from time to time.

5.3 Transferor Remains Shareholder

Except to the extent that the *Business Corporations Act* otherwise provides, the transferor of shares is deemed to remain the holder of the shares until the name of the transferee is entered in a securities register of the Company in respect of the transfer.

5.4 Signing of Instrument of Transfer

If a shareholder, or his or her duly authorized attorney, signs an instrument of transfer in respect of shares registered in the name of the shareholder, the signed instrument of transfer constitutes a complete and sufficient authority to the Company and its directors, officers and agents to register the number of shares specified in the instrument of transfer or specified in any other manner, or, if no number is specified, all the shares represented by the share certificates or set out in the written acknowledgements deposited with the instrument of transfer:

(a) in the name of the person named as transferee in that instrument of transfer; or

(b) if no person is named as transferee in that instrument of transfer, in the name of the person on whose behalf the instrument is deposited for the purpose of having the transfer registered.

5.5 Enquiry as to Title Not Required

Neither the Company nor any director, officer or agent of the Company is bound to inquire into the title of the person named in the instrument of transfer as transferee or, if no person is named as transferee in the instrument of transfer, of the person on whose behalf the instrument is deposited for the purpose of having the transfer registered or is liable for any claim related to registering the transfer by the shareholder or by any intermediate owner or holder of the shares, of any interest in the shares, of any share certificate representing such shares or of any written acknowledgement of a right to obtain a share certificate for such shares.

5.6 Transfer Fee

There must be paid to the Company, in relation to the registration of any transfer, the amount, if any, determined by the directors.

6. TRANSMISSION OF SHARES

6.1 Legal Personal Representative Recognized on Death

In case of the death of a shareholder, the legal personal representative, or if the shareholder was a joint holder, the surviving joint holder, will be the only person recognized by the Company as having any title to the shareholder's interest in the shares. Before recognizing a person as a legal personal representative, the directors may require proof of appointment by a court of competent jurisdiction, a grant of letters probate, letters of administration or such other evidence or documents as the directors consider appropriate.

6.2 Rights of Legal Personal Representative

The legal personal representative has the same rights, privileges and obligations that attach to the shares held by the shareholder, including the right to transfer the shares in accordance with these Articles, provided the documents required by the *Business Corporations Act* and the directors have been deposited with the Company.

7. PURCHASE OF SHARES

7.1 Company Authorized to Purchase Shares

Subject to Article 7.2, the special rights and restrictions attached to the shares of any class or series and the *Business Corporations Act*, the Company may, if authorized by the directors, purchase or otherwise acquire any of its shares at the price and upon the terms specified in such resolution.

7.2 Purchase When Insolvent

The Company must not make a payment or provide any other consideration to purchase or otherwise acquire any of its shares if there are reasonable grounds for believing that:

(a) the Company is insolvent; or

(b) making the payment or providing the consideration would render the Company insolvent.

7.3 Sale and Voting of Purchased Shares

If the Company retains a share redeemed, purchased or otherwise acquired by it, the Company may sell, gift or otherwise dispose of the share, but, while such share is held by the Company, it:

(a) is not entitled to vote the share at a meeting of its shareholders;

(b) must not pay a dividend in respect of the share; and

(c) must not make any other distribution in respect of the share.

8. BORROWING POWERS

The Company, if authorized by the directors, may:

(a) borrow money in the manner and amount, on the security, from the sources and on the terms and conditions that they consider appropriate;

(b) issue bonds, debentures and other debt obligations either outright or as security for any liability or obligation of the Company or any other person and at such discounts or premiums and on such other terms as they consider appropriate;

(c) guarantee the repayment of money by any other person or the performance of any obligation of any other person; and

(d) mortgage, charge, whether by way of specific or floating charge, grant a security interest in, or give other security on, the whole or any part of the present and future assets and undertaking of the Company.

9. ALTERATIONS

9.1 Alteration of Authorized Share Structure

Subject to Article 9.2 and the *Business Corporations Act*, the Company may by special resolution:

(a) create one or more classes or series of shares or, if none of the shares of a class or series of shares are allotted or issued, eliminate that class or series of shares;

(b) increase, reduce or eliminate the maximum number of shares that the Company is authorized to issue out of any class or series of shares or establish a maximum number of shares that the Company is authorized to issue out of any class or series of shares for which no maximum is established;

(c) subdivide or consolidate all or any of its unissued, or fully paid issued, shares;

(d) if the Company is authorized to issue shares of a class of shares with par value:

  (i) decrease the par value of those shares; or

  (ii) if none of the shares of that class of shares are allotted or issued, increase the par value of those shares;

(e) change all or any of its unissued, or fully paid issued, shares with par value into shares without par value or any of its unissued shares without par value into shares with par value;

(f) alter the identifying name of any of its shares; or

(g) otherwise alter its shares or authorized share structure when required or permitted to do so by the *Business Corporations Act.*

9.2 Special Rights and Restrictions

Subject to the *Business Corporations Act,* the Company may by special resolution:

(a) create special rights or restrictions for, and attach those special rights or restrictions to, the shares of any class or series of shares, whether or not any or all of those shares have been issued; or

(b) vary or delete any special rights or restrictions attached to the shares of any class or series of shares, whether or not any or all of those shares have been issued.

9.3 Change of Name

The Company may by special resolution authorize an alteration of its Notice of Articles in order to change its name.

9.4 Other Alterations

If the *Business Corporations Act* does not specify the type of resolution and these Articles do not specify another type of resolution, the Company may by special resolution alter these Articles.

10. MEETINGS OF SHAREHOLDERS

10.1 Annual General Meetings

Unless an annual general meeting is deferred or waived in accordance with the *Business Corporations Act,* the Company must hold its first annual general meeting within 18 months after the date on which it was incorporated or otherwise recognized, and after that must hold an annual general meeting at least once in each calendar year and not more than 15 months after the last annual reference date at such time and place as may be determined by the directors.

10.2 Resolution Instead of Annual General Meeting

If all the shareholders who are entitled to vote at an annual general meeting consent by a unanimous resolution under the *Business Corporations Act* to all of the business that is required to be transacted at that annual general meeting, the annual general meeting is deemed to have been held on the date of the unanimous resolution. The shareholders must, in any unanimous resolution passed under this Article 10.2, select as the Company's annual reference date a date that would be appropriate for the holding of the applicable annual general meeting.

10.3 Calling of Meetings of Shareholders

The directors may, whenever they think fit, call a meeting of shareholders.

10.4 Notice for Meetings of Shareholders

The Company must send notice of the date, time and location of any meeting of shareholders, in the manner provided in these Articles, or in such other manner, if any, as may be prescribed by ordinary resolution (whether previous notice of the resolution has been given or not), to each shareholder entitled to attend the meeting, to each director and to the auditor of the Company, unless these Articles otherwise provide, at least the following number of days before the meeting:

(a) if and for so long as the Company is a public company, 21 days;

(b) otherwise, 10 days.

10.5 Record Date for Notice

The directors may set a date as the record date for the purpose of determining shareholders entitled to notice of any meeting of shareholders. The record date must not precede the date on which the meeting is to be held by more than two months or, in the case of a general meeting requisitioned by shareholders under the *Business Corporations Act*, by more than four months. The record date must not precede the date on which the meeting is held by fewer than:

(a) if and for so long as the Company is a public company, 21 days;

(b) otherwise, 10 days.

If no record date is set, the record date is 5 p.m. on the day immediately preceding the first date on which the notice is sent or, if no notice is sent, the beginning of the meeting.

10.6 Record Date for Voting

The directors may set a date as the record date for the purpose of determining shareholders entitled to vote at any meeting of shareholders. The record date must not precede the date on which the meeting is to be held by more than two months or, in the case of a general meeting requisitioned by shareholders under the *Business Corporations Act*, by more than four months. If no record date is set, the record date is 5 p.m. on the day immediately preceding the first date on which the notice is sent or, if no notice is sent, the beginning of the meeting.

10.7 Failure to Give Notice and Waiver of Notice

The accidental omission to send notice of any meeting to, or the non-receipt of any notice by, any of the persons entitled to notice does not invalidate any proceedings at that meeting. Any person entitled to notice of a meeting of shareholders may, in writing or otherwise, waive or reduce the period of notice of such meeting.

10.8 Notice of Special Business at Meetings of Shareholders

If a meeting of shareholders is to consider special business within the meaning of Article 11.1, the notice of meeting must:

(a) state the general nature of the special business; and

(b) if the special business includes considering, approving, ratifying, adopting or authorizing any document or the signing of or giving of effect to any document, have attached to it a copy of the document or state that a copy of the document will be available for inspection by shareholders:

(i) at the Company's records office, or at such other reasonably accessible location in British Columbia as is specified in the notice; and

(ii) during statutory business hours on any one or more specified days before the day set for the holding of the meeting.

11. PROCEEDINGS AT MEETINGS OF SHAREHOLDERS

11.1 Special Business

At a meeting of shareholders, the following business is special business:

(a) at a meeting of shareholders that is not an annual general meeting, all business is special business except business relating to the conduct of or voting at the meeting;

(b) at an annual general meeting, all business is special business except for the following:

(i) business relating to the conduct of or voting at the meeting;

(ii) consideration of any financial statements of the Company presented to the meeting;

(iii) consideration of any reports of the directors or auditor;

(iv) the setting or changing of the number of directors;

(v) the election or appointment of directors;

(vi) the appointment of an auditor;

(vii) the setting of the remuneration of an auditor;

(viii) business arising out of a report of the directors not requiring the passing of a special resolution or an exceptional resolution;

(ix) any other business which, under these Articles or the *Business Corporations Act*, may be transacted at a meeting of shareholders without prior notice of the business being given to the shareholders.

11.2 Special Majority

The majority of votes required for the Company to pass a special resolution at a meeting of shareholders is two-thirds of the votes cast on the resolution.

11.3 Quorum

Subject to the special rights and restrictions attached to the shares of any class or series of shares, the quorum for the transaction of business at a meeting of shareholders is two persons who are, or who represent by proxy, shareholders who, in the aggregate, hold at least 5% of the issued shares entitled to be voted at the meeting.

11.4 One Shareholder May Constitute Quorum

If there is only one shareholder entitled to vote at a meeting of shareholders:

(a) the quorum is one person who is, or who represents by proxy, that shareholder, and

(b) that shareholder, present in person or by proxy, may constitute the meeting.

11.5 Other Persons May Attend

The directors, the president (if any), the secretary (if any), the assistant secretary (if any), any lawyer for the Company, the auditor of the Company and any other persons invited by the directors are entitled to attend any meeting of shareholders, but if any of those persons does attend a meeting of shareholders, that person is not to be counted in the quorum and is not entitled to vote at the meeting unless that person is a shareholder or proxy holder entitled to vote at the meeting.

11.6 Requirement of Quorum

No business, other than the election of a chair of the meeting and the adjournment of the meeting, may be transacted at any meeting of shareholders unless a quorum of shareholders entitled to vote is present at the commencement of the meeting, but such quorum need not be present throughout the meeting.

11.7 Lack of Quorum

If, within one-half hour from the time set for the holding of a meeting of shareholders, a quorum is not present:

(a) in the case of a general meeting requisitioned by shareholders, the meeting is dissolved, and

(b) in the case of any other meeting of shareholders, the meeting stands adjourned to the same day in the next week at the same time and place.

11.8 Lack of Quorum at Succeeding Meeting

If, at the meeting to which the meeting referred to in Article 11.7(b) was adjourned, a quorum is not present within one-half hour from the time set for the holding of the meeting, the person or persons present and being, or representing by proxy, one or more shareholders entitled to attend and vote at the meeting constitute a quorum.

11.9 Chair

The following individual is entitled to preside as chair at a meeting of shareholders:

(a) the chair of the board, if any; or

(b) if the chair of the board is absent or unwilling to act as chair of the meeting, the president, if any.

11.10 Selection of Alternate Chair

If, at any meeting of shareholders, there is no chair of the board or president present within 15 minutes after the time set for holding the meeting, or if the chair of the board and the president are unwilling to act as chair of the meeting, or if the chair of the board and the president have advised the secretary, if any, or any director present at the meeting, that they will not be present at the meeting, the directors present must choose one of their number to be chair of the meeting or if all of the directors present decline to take the chair or fail to so choose or if no director is present, the shareholders entitled to vote at the meeting who are present in person or by proxy may choose any person present at the meeting to chair the meeting.

11.11 Adjournments

The chair of a meeting of shareholders may, and if so directed by the meeting must, adjourn the meeting from time to time and from place to place, but no business may be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

11.12 Notice of Adjourned Meeting

It is not necessary to give any notice of an adjourned meeting or of the business to be transacted at an adjourned meeting of shareholders except that, when a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as in the case of the original meeting.

11.13 Decisions by Show of Hands or Poll

Subject to the *Business Corporations Act*, every motion put to a vote at a meeting of shareholders will be decided on a show of hands unless a poll, before or on the declaration of the result of the vote by show of hands, is directed by the chair or demanded by at least one shareholder entitled to vote who is present in person or by proxy.

11.14 Declaration of Result

The chair of a meeting of shareholders must declare to the meeting the decision on every question in accordance with the result of the show of hands or the poll, as the case may be, and that decision must be entered in the minutes of the meeting. A declaration of the chair that a resolution is carried by the necessary majority or is defeated is, unless a poll is directed by the chair or demanded under Article 11.13, conclusive evidence without proof of the number or proportion of the votes recorded in favour of or against the resolution.

11.15 Motion Need Not be Seconded

No motion proposed at a meeting of shareholders need be seconded unless the chair of the meeting rules otherwise, and the chair of any meeting of shareholders is entitled to propose or second a motion.

11.16 Casting Vote

In case of an equality of votes, the chair of a meeting of shareholders does not, either on a show of hands or on a poll, have a second or casting vote in addition to the vote or votes to which the chair may be entitled as a shareholder.

11.17 Manner of Taking Poll

Subject to Article 11.18, if a poll is duly demanded at a meeting of shareholders:

(a) the poll must be taken:

  (i) at the meeting, or within seven days after the date of the meeting, as the chair of the meeting directs; and

  (ii) in the manner, at the time and at the place that the chair of the meeting directs;

(b) the result of the poll is deemed to be the decision of the meeting at which the poll is demanded; and

(c) the demand for the poll may be withdrawn by the person who demanded it.

11.18 Demand for Poll on Adjournment

A poll demanded at a meeting of shareholders on a question of adjournment must be taken immediately at the meeting.

11.19 Chair Must Resolve Dispute

In the case of any dispute as to the admission or rejection of a vote given on a poll, the chair of the meeting must determine the dispute, and his or her determination made in good faith is final and conclusive.

11.20 Casting of Votes

On a poll, a shareholder entitled to more than one vote need not cast all the votes in the same way.

11.21 Demand for Poll

No poll may be demanded in respect of the vote by which a chair of a meeting of shareholders is elected.

11.22 Demand for Poll Not to Prevent Continuance of Meeting

The demand for a poll at a meeting of shareholders does not, unless the chair of the meeting so rules, prevent the continuation of a meeting for the transaction of any business other than the question on which a poll has been demanded.

11.23 Retention of Ballots and Proxies

The Company must, for at least three months after a meeting of shareholders, keep each ballot cast on a poll and each proxy voted at the meeting, and, during that period, make them available for inspection during normal business hours by any shareholder or proxyholder entitled to vote at the meeting. At the end of such three month period, the Company may destroy such ballots and proxies.

12. VOTES OF SHAREHOLDERS

12.1 Number of Votes by Shareholder or by Shares

Subject to any special rights or restrictions attached to any shares and to the restrictions imposed on joint shareholders under Article 12.3:

(a) on a vote by show of hands, every person present who is a shareholder or proxy holder and entitled to vote on the matter has one vote; and

(b) on a poll, every shareholder entitled to vote on the matter has one vote in respect of each share entitled to be voted on the matter and held by that shareholder and may exercise that vote either in person or by proxy.

12.2 Votes of Persons in Representative Capacity

A person who is not a shareholder may vote at a meeting of shareholders, whether on a show of hands or on a poll, and may appoint a proxy holder to act at the meeting, if, before doing so, the person satisfies the chair of the meeting, or the directors, that the person is a legal personal representative or a trustee in bankruptcy for a shareholder who is entitled to vote at the meeting.

12.3 Votes by Joint Holders

If there are joint shareholders registered in respect of any share:

(a) any one of the joint shareholders may vote at any meeting, either personally or by proxy, in respect of the share as if that joint shareholder were solely entitled to it; or

(b) if more than one of the joint shareholders is present at any meeting, personally or by proxy, and more than one of them votes in respect of that share, then only the vote of the joint shareholder present whose name stands first on the central securities register in respect of the share will be counted.

12.4 Legal Personal Representatives as Joint Shareholders

Two or more legal personal representatives of a shareholder in whose sole name any share is registered are, for the purposes of Article 12.3, deemed to be joint shareholders.

12.5 Representative of a Corporate Shareholder

If a corporation, that is not a subsidiary of the Company, is a shareholder, that corporation may appoint a person to act as its representative at any meeting of shareholders of the Company, and:

(a) for that purpose, the instrument appointing a representative must:

(i) be received at the registered office of the Company or at any other place specified, in the notice calling the meeting, for the receipt of proxies, at least the number of business days specified in the notice for the receipt of proxies, or if no number of days is specified, two business days before the day set for the holding of the meeting; or

(ii) be provided, at the meeting, to the chair of the meeting or to a person designated by the chair of the meeting;

(b) if a representative is appointed under this Article 12.5:

(i) the representative is entitled to exercise in respect of and at that meeting the same rights on behalf of the corporation that the representative represents as that corporation could exercise if it were a shareholder who is an individual, including, without limitation, the right to appoint a proxy holder; and

(ii) the representative, if present at the meeting, is to be counted for the purpose of forming a quorum and is deemed to be a shareholder present in person at the meeting.

Evidence of the appointment of any such representative may be sent to the Company by written instrument, fax or any other method of transmitting legibly recorded messages.

12.6 Proxy Provisions Do Not Apply to All Companies

Articles 12.7 to 12.15 do not apply to the Company if and for so long as it is a public company or a pre-existing reporting company which has the Statutory Reporting Company Provisions as part of its Articles or to which the Statutory Reporting Company Provisions apply.

12.7 Appointment of Proxy Holders

Every shareholder of the Company, including a corporation that is a shareholder but not a subsidiary of the Company, entitled to vote at a meeting of shareholders of the Company may, by proxy, appoint one or more (but not more than five) proxy holders to attend and act at the meeting in the manner, to the extent and with the powers conferred by the proxy.

12.8 Alternate Proxy Holders

A shareholder may appoint one or more alternate proxy holders to act in the place of an absent proxy holder.

12.9 When Proxy Holder Need Not Be Shareholder

A person must not be appointed as a proxy holder unless the person is a shareholder, although a person who is not a shareholder may be appointed as a proxy holder if:

(a) the person appointing the proxy holder is a corporation or a representative of a corporation appointed under Article 12.5;

(b) the Company has at the time of the meeting for which the proxy holder is to be appointed only one shareholder entitled to vote at the meeting; or

(c) the shareholders present in person or by proxy at and entitled to vote at the meeting for which the proxy holder is to be appointed, by a resolution on which the proxy holder is not entitled to vote but in respect of which the proxy holder is to be counted in the quorum, permit the proxy holder to attend and vote at the meeting.

12.10 Deposit of Proxy

A proxy for a meeting of shareholders must:

(a) be received at the registered office of the Company or at any other place specified, in the notice calling the meeting, for the receipt of proxies, at least the number of business days specified in the notice, or if no number of days is specified, two business days before the day set for the holding of the meeting; or

(b) unless the notice provides otherwise, be provided, at the meeting, to the chair of the meeting or to a person designated by the chair of the meeting.

A proxy may be sent to the Company by written instrument, fax or any other method of transmitting legibly recorded messages.

12.11 Validity of Proxy Vote

A vote given in accordance with the terms of a proxy is valid notwithstanding the death or incapacity of the shareholder giving the proxy and despite the revocation of the proxy or the revocation of the authority under which the proxy is given, unless notice in writing of that death, incapacity or revocation is received:

(a) at the registered office of the Company, at any time up to and including the last business day before the day set for the holding of the meeting at which the proxy is to be used; or

(b) by the chair of the meeting, before the vote is taken.

12.12 Form of Proxy

A proxy, whether for a specified meeting or otherwise, must be either in the following form or in any other form approved by the directors or the chair of the meeting:

[Name of Company]

(the "Company")

The undersigned, being a shareholder of the Company, hereby appoints *[name]* or, failing that person, *[name]*, a proxy holder for the undersigned to attend, act and vote for and on behalf of the undersigned at the meeting of shareholders of the Company to be held on *[month, day, year]* and at any adjournment of that meeting.

Number of shares in respect of which this proxy is given (if no number is specified, then this proxy is given in respect of all shares registered in the name of the shareholder):

Signed: _____
(month/day/year)

_____
(Signature of shareholder)

(Name of shareholder—printed)

12.13 Revocation of Proxy

Subject to Article 12.14, every proxy may be revoked by an instrument in writing that is:

(a) received at the registered office of the Company at any time up to and including the last business day before the day set for the holding of the meeting at which the proxy is to be used; or

(b) provided, at the meeting, to the chair of the meeting.

12.14 Revocation of Proxy Must Be Signed

An instrument referred to in Article 12.13 must be signed as follows:

(a) if the shareholder for whom the proxy holder is appointed is an individual, the instrument must be signed by the shareholder or his or her legal personal representative or trustee in bankruptcy;

(b) if the shareholder for whom the proxy holder is appointed is a corporation, the instrument must be signed by the corporation or by a representative appointed for the corporation under Article 12.5.

12.15 Production of Evidence of Authority to Vote

The chair of any meeting of shareholders may, but need not, inquire into the authority of any person to vote at the meeting and may, but need not, demand from that person production of evidence as to the existence of the authority to vote.

13. DIRECTORS

13.1 First Directors; Number of Directors

The first directors are the persons designated as directors of the Company in the Notice of Articles that applies to the Company when it is recognized under the *Business Corporations Act*. The number of directors, excluding additional directors appointed under Article 14.8, is set at:

(a) subject to paragraphs (b) and (c), the number of directors that is equal to the number of the Company's first directors;

(b) if the Company is a public company, the greater of three and the most recently set of:

  (i) the number of directors set by ordinary resolution (whether or not previous notice of the resolution was given); and

  (ii) the number of directors set under Article 14.4;

(c) if the Company is not a public company, the most recently set of:

  (i) the number of directors set by ordinary resolution (whether or not previous notice of the resolution was given); and

  (ii) the number of directors set under Article 14.4.

13.2 Change in Number of Directors

If the number of directors is set under Articles 13.1(b)(i) or 13.1(c)(i):

(a) the shareholders may elect or appoint the directors needed to fill any vacancies in the board of directors up to that number;

(b) if the shareholders do not elect or appoint the directors needed to fill any vacancies in the board of directors up to that number contemporaneously with the setting of that number, then the directors may appoint, or the shareholders may elect or appoint, directors to fill those vacancies.

13.3 Directors' Acts Valid Despite Vacancy

An act or proceeding of the directors is not invalid merely because fewer than the number of directors set or otherwise required under these Articles is in office.

13.4 Qualifications of Directors

A director is not required to hold a share of the Company as qualification for his or her office but must be qualified as required by the *Business Corporations Act* to become, act or continue to act as a director.

13.5 Remuneration of Directors

The directors are entitled to the remuneration for acting as directors, if any, as the directors may from time to time determine. If the directors so decide, the remuneration of the directors, if any, will be determined by the shareholders. That remuneration may be in addition to any salary or other remuneration paid to any officer or employee of the Company as such, who is also a director.

13.6 Reimbursement of Expenses of Directors

The Company must reimburse each director for the reasonable expenses that he or she may incur in and about the business of the Company.

13.7 Special Remuneration for Directors

If any director performs any professional or other services for the Company that in the opinion of the directors are outside the ordinary duties of a director, or if any director is otherwise specially occupied in or about the Company's business, he or she may be paid remuneration fixed by the directors, or, at the option of that director, fixed by ordinary resolution, and such remuneration may be either in addition to, or in substitution for, any other remuneration that he or she may be entitled to receive.

13.8 Gratuity, Pension or Allowance on Retirement of Director

Unless otherwise determined by ordinary resolution, the directors on behalf of the Company may pay a gratuity or pension or allowance on retirement to any director who has held any salaried office or place of profit with the Company or to his or her spouse or dependants and may make contributions to any fund and pay premiums for the purchase or provision of any such gratuity, pension or allowance.

14. ELECTION AND REMOVAL OF DIRECTORS

14.1 Election at Annual General Meeting

At every annual general meeting and in every unanimous resolution contemplated by Article 10.2:

(a) the shareholders entitled to vote at the annual general meeting for the election of directors must elect, or in the unanimous resolution appoint, a board of directors consisting of the number of directors for the time being set under these Articles; and

(b) all the directors cease to hold office immediately before the election or appointment of directors under paragraph (a), but are eligible for re-election or re-appointment.

14.2 Consent to be a Director

No election, appointment or designation of an individual as a director is valid unless:

(a) that individual consents to be a director in the manner provided for in the *Business Corporations Act;*

(b) that individual is elected or appointed at a meeting at which the individual is present and the individual does not refuse, at the meeting, to be a director; or

(c) with respect to first directors, the designation is otherwise valid under the *Business Corporations Act.*

14.3 Failure to Elect or Appoint Directors

If:

(a) the Company fails to hold an annual general meeting, and all the shareholders who are entitled to vote at an annual general meeting fail to pass the unanimous resolution contemplated by Article 10.2, on or before the date by which the annual general meeting is required to be held under the *Business Corporations Act;* or

(b) the shareholders fail, at the annual general meeting or in the unanimous resolution contemplated by Article 10.2, to elect or appoint any directors;

then each director then in office continues to hold office until the earlier of:

(c) the date on which his or her successor is elected or appointed; and

(d) the date on which he or she otherwise ceases to hold office under the *Business Corporations Act* or these Articles.

14.4 Places of Retiring Directors Not Filled

If, at any meeting of shareholders at which there should be an election of directors, the places of any of the retiring directors are not filled by that election, those retiring directors who are not re-elected and who are asked by the newly elected directors to continue in office will, if willing to do so, continue in office to complete the number of directors for the time being set pursuant to these Articles until further new directors are elected at a meeting of shareholders convened for that purpose. If any such election or continuance of directors does not result in the election or continuance of the number of directors for the time being set pursuant to these Articles, the number of directors of the Company is deemed to be set at the number of directors actually elected or continued in office.

14.5 Directors May Fill Casual Vacancies

Any casual vacancy occurring in the board of directors may be filled by the directors.

14.6 Remaining Directors Power to Act

The directors may act notwithstanding any vacancy in the board of directors, but if the Company has fewer directors in office than the number set pursuant to these Articles as the quorum of directors, the directors may only act for the purpose of appointing directors up to that number or of summoning a meeting of shareholders for the purpose of filling any vacancies on the board of directors or, subject to the *Business Corporations Act*, for any other purpose.

14.7 Shareholders May Fill Vacancies

If the Company has no directors or fewer directors in office than the number set pursuant to these Articles as the quorum of directors, the shareholders may elect or appoint directors to fill any vacancies on the board of directors.

14.8 Additional Directors

Notwithstanding Articles 13.1 and 13.2, between annual general meetings or unanimous resolutions contemplated by Article 10.2, the directors may appoint one or more additional directors, but the number of additional directors appointed under this Article 14.8 must not at any time exceed:

(a) one-third of the number of first directors, if, at the time of the appointments, one or more of the first directors have not yet completed their first term of office; or

(b) in any other case, one-third of the number of the current directors who were elected or appointed as directors other than under this Article 14.8.

Any director so appointed ceases to hold office immediately before the next election or appointment of directors under Article 14.1(a), but is eligible for re-election or re-appointment.

14.9 Ceasing to be a Director

A director ceases to be a director when:

(a) the term of office of the director expires;

(b) the director dies;

(c) the director resigns as a director by notice in writing provided to the Company or a lawyer for the Company; or

(d) the director is removed from office pursuant to Articles 14.10 or 14.11.

14.10 Removal of Director by Shareholders

The Company may remove any director before the expiration of his or her term of office by special resolution. In that event, the shareholders may elect, or appoint by ordinary resolution, a director to fill the resulting vacancy. If the shareholders do not elect or appoint a director to fill the resulting vacancy contemporaneously with the removal, then the directors may appoint or the shareholders may elect, or appoint by ordinary resolution, a director to fill that vacancy.

14.11 Removal of Director by Directors

The directors may remove any director before the expiration of his or her term of office if the director is convicted of an indictable offence, or if the director ceases to be qualified to act as a director of a company and does not promptly resign, and the directors may appoint a director to fill the resulting vacancy.

15. ALTERNATE DIRECTORS

15.1 Appointment of Alternate Director

Any director (an "appointor") may by notice in writing received by the Company appoint any person (an "appointee") who is qualified to act as a director to be his or her alternate to act in his or her place at meetings of the directors or committees of the directors at which the appointor is not present unless (in the case of an appointee who is not a director) the directors have reasonably disapproved the appointment of such person as an alternate director and have given notice to that effect to his or her appointor within a reasonable time after the notice of appointment is received by the Company.

15.2 Notice of Meetings

Every alternate director so appointed is entitled to notice of meetings of the directors and of committees of the directors of which his or her appointor is a member and to attend and vote as a director at any such meetings at which his or her appointor is not present.

15.3 Alternate for More Than One Director Attending Meetings

A person may be appointed as an alternate director by more than one director, and an alternate director:

(a) will be counted in determining the quorum for a meeting of directors once for each of his or her appointors and, in the case of an appointee who is also a director, once more in that capacity;

(b) has a separate vote at a meeting of directors for each of his or her appointors and, in the case of an appointee who is also a director, an additional vote in that capacity;

(c) will be counted in determining the quorum for a meeting of a committee of directors once for each of his or her appointors who is a member of that committee and, in the case of an appointee who is also a member of that committee as a director, once more in that capacity;

(d) has a separate vote at a meeting of a committee of directors for each of his or her appointors who is a member of that committee and, in the case of an appointee who is also a member of that committee as a director, an additional vote in that capacity.

15.4 Consent Resolutions

Every alternate director, if authorized by the notice appointing him or her, may sign in place of his or her appointor any resolutions to be consented to in writing.

15.5 Alternate Director Not an Agent

Every alternate director is deemed not to be the agent of his or her appointor.

15.6 Revocation of Appointment of Alternate Director

An appointor may at any time, by notice in writing received by the Company, revoke the appointment of an alternate director appointed by him or her.

15.7 Ceasing to be an Alternate Director

The appointment of an alternate director ceases when:

(a) his or her appointor ceases to be a director and is not promptly re-elected or re- appointed;

(b) the alternate director dies;

(c) the alternate director resigns as an alternate director by notice in writing provided to the Company or a lawyer for the Company;

(d) the alternate director ceases to be qualified to act as a director; or

(e) his or her appointor revokes the appointment of the alternate director.

15.8 Remuneration and Expenses of Alternate Director

The Company may reimburse an alternate director for the reasonable expenses that would be properly reimbursed if he or she were a director, and the alternate director is entitled to receive from the Company such proportion, if any, of the remuneration otherwise payable to the appointor as the appointor may from time to time direct.

16. POWERS AND DUTIES OF DIRECTORS

16.1 Powers of Management

The directors must, subject to the *Business Corporations Act* and these Articles, manage or supervise the management of the business and affairs of the Company and have the authority to exercise all such powers of the Company as are not, by the *Business Corporations Act* or by these Articles, required to be exercised by the shareholders of the Company.

16.2 Appointment of Attorney of Company

The directors may from time to time, by power of attorney or other instrument, under seal if so required by law, appoint any person to be the attorney of the Company for such purposes, and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the directors under these Articles and excepting the power to fill vacancies in the board of directors, to remove a director, to change the membership of, or fill vacancies in, any committee of the directors, to appoint or remove officers appointed by the directors and to declare dividends) and for such period, and with such remuneration and subject to such conditions as the directors may think fit. Any such power of attorney may contain such provisions for the protection or convenience of persons dealing with such attorney as the directors think fit. Any such attorney may be authorized by the directors to sub-delegate all or any of the powers, authorities and discretions for the time being vested in him or her.

17. DISCLOSURE OF INTEREST OF DIRECTORS

17.1 Obligation to Account for Profits

A director or senior officer who holds a disclosable interest (as that term is used in the *Business Corporations Act)* in a contract or transaction into which the Company has entered or proposes to enter is liable to account to the Company for any profit that accrues to the director or senior officer under or as a result of the contract or transaction only if and to the extent provided in the *Business Corporations Act.*

17.2 Restrictions on Voting by Reason of Interest

A director who holds a disclosable interest in a contract or transaction into which the Company has entered or proposes to enter is not entitled to vote on any directors' resolution to approve that contract or transaction, unless all the directors have a disclosable interest in that contract or transaction, in which case any or all of those directors may vote on such resolution.

17.3 Interested Director Counted in Quorum

A director who holds a disclosable interest in a contract or transaction into which the Company has entered or proposes to enter and who is present at the meeting of directors at which the contract or transaction is considered for approval may be counted in the quorum at the meeting whether or not the director votes on any or all of the resolutions considered at the meeting.

17.4 Disclosure of Conflict of Interest or Property

A director or senior officer who holds any office or possesses any property, right or interest that could result, directly or indirectly, in the creation of a duty or interest that materially conflicts with that individual's duty or interest as a director or senior officer, must disclose the nature and extent of the conflict as required by the *Business Corporations Act.*

17.5 Director Holding Other Office in the Company

A director may hold any office or place of profit with the Company, other than the office of auditor of the Company, in addition to his or her office of director for the period and on the terms (as to remuneration or otherwise) that the directors may determine.

17.6 No Disqualification

No director or intended director is disqualified by his or her office from contracting with the Company either with regard to the holding of any office or place of profit the director holds with the Company or as vendor, purchaser or otherwise, and no contract or transaction entered into by or on behalf of the Company in which a director is in any way interested is liable to be voided for that reason.

17.7 Professional Services by Director or Officer

Subject to the *Business Corporations Act*, a director or officer, or any person in which a director or officer has an interest, may act in a professional capacity for the Company, except as auditor of the Company, and the director or officer or such person is entitled to remuneration for professional services as if that director or officer were not a director or officer.

17.8 Director or Officer in Other Corporations

A director or officer may be or become a director, officer or employee of, or otherwise interested in, any person in which the Company may be interested as a shareholder or otherwise, and, subject to the *Business Corporations Act*, the director or officer is not accountable to the Company for any remuneration or other benefits received by him or her as director, officer or employee of, or from his or her interest in, such other person.

18. PROCEEDINGS OF DIRECTORS

18.1 Meetings of Directors

The directors may meet together for the conduct of business, adjourn and otherwise regulate their meetings as they think fit, and meetings of the directors held at regular intervals may be held at the place, at the time and on the notice, if any, as the directors may from time to time determine.

18.2 Voting at Meetings

Questions arising at any meeting of directors are to be decided by a majority of votes and, in the case of an equality of votes, the chair of the meeting does not have a second or casting vote.

18.3 Chair of Meetings

The following individual is entitled to preside as chair at a meeting of directors:

(a) the chair of the board, if any;

(b) in the absence of the chair of the board, the president, if any, if the president is a director; or

(c) any other director chosen by the directors if:

(i) neither the chair of the board nor the president, if a director, is present at the meeting within 15 minutes after the time set for holding the meeting;

(ii) neither the chair of the board nor the president, if a director, is willing to chair the meeting; or

(iii) the chair of the board and the president, if a director, have advised the secretary, if any, or any other director, that they will not be present at the meeting.

18.4 Meetings by Telephone or Other Communications Medium

A director may participate in a meeting of the directors or of any committee of the directors in person or by telephone if all directors participating in the meeting, whether in person or by telephone or other communications medium, are able to communicate with each other. A director may participate in a meeting of the directors or of any committee of the directors by a communications medium other than telephone if all directors participating in the meeting, whether in person or by telephone or other communications medium, are able to communicate with each other and if all directors who wish to participate in the meeting agree to such participation. A director who participates in a meeting in a manner contemplated by this Article 18.4 is deemed for all purposes of the *Business Corporations Act* and these Articles to be present at the meeting and to have agreed to participate in that manner.

18.5 Calling of Meetings

A director may, and the secretary or an assistant secretary of the Company, if any, on the request of a director must, call a meeting of the directors at any time.

18.6 Notice of Meetings

Other than for meetings held at regular intervals as determined by the directors pursuant to Article 18.1, reasonable notice of each meeting of the directors, specifying the place, day and time of that meeting must be given to each of the directors and the alternate directors by any method set out in Article 24.1 or orally or by telephone.

18.7 When Notice Not Required

It is not necessary to give notice of a meeting of the directors to a director or an alternate director if:

(a) the meeting is to be held immediately following a meeting of shareholders at which that director was elected or appointed, or is the meeting of the directors at which that director is appointed; or

(b) the director or alternate director, as the case may be, has waived notice of the meeting.

18.8 Meeting Valid Despite Failure to Give Notice

The accidental omission to give notice of any meeting of directors to, or the non-receipt of any notice by, any director or alternate director, does not invalidate any proceedings at that meeting.

18.9 Waiver of Notice of Meetings

Any director or alternate director may send to the Company a document signed by him or her waiving notice of any past, present or future meeting or meetings of the directors and may at any time withdraw that waiver with respect to meetings held after that withdrawal. After sending a waiver with respect to all future meetings and until that waiver is withdrawn, no notice of any meeting of the directors need be given to that director and, unless the director otherwise requires by notice in writing to the Company, to his or her alternate director, and all meetings of the directors so held are deemed not to be improperly called or constituted by reason of notice not having been given to such director or alternate director.

18.10 Quorum

The quorum necessary for the transaction of the business of the directors may be set by the directors and, if not so set, is deemed to be set at two directors or, if the number of directors is set at one, is deemed to be set at one director, and that director may constitute a meeting.

18.11 Validity of Acts Where Appointment Defective

Subject to the *Business Corporations Act*, an act of a director or officer is not invalid merely because of an irregularity in the election or appointment or a defect in the qualification of that director or officer.

18.12 Consent Resolutions in Writing

A resolution of the directors or of any committee of the directors consented to in writing by all of the directors entitled to vote on it, whether by signed document, fax, email or any other method of transmitting legibly recorded messages, is as valid and effective as if it had been passed at a meeting of the directors or of the committee of the directors duly called and held. Such resolution may be in two or more counterparts which together are deemed to constitute one resolution in writing. A resolution passed in that manner is effective on the date stated in the resolution or on the latest date stated on any counterpart. A resolution of the directors or of any committee of the directors passed in accordance with this Article 18.12 is deemed to be a proceeding at a meeting of directors or of the committee of the directors and to be as valid and effective as if it had been passed at a meeting of the directors or of the committee of the directors that satisfies all the requirements of the *Business Corporations Act* and all the requirements of these Articles relating to meetings of the directors or of a committee of the directors.

19. EXECUTIVE AND OTHER COMMITTEES

19.1 Appointment and Powers of Executive Committee

The directors may, by resolution, appoint an executive committee consisting of the director or directors that they consider appropriate, and this committee has, during the intervals between meetings of the board of directors, all of the directors' powers, except:

(a) the power to fill vacancies in the board of directors;

(b) the power to remove a director;

(c) the power to change the membership of, or fill vacancies in, any committee of the directors; and

(d) such other powers, if any, as may be set out in the resolution or any subsequent directors' resolution.

19.2 Appointment and Powers of Other Committees

The directors may, by resolution:

(a) appoint one or more committees (other than the executive committee) consisting of the director or directors that they consider appropriate;

(b) delegate to a committee appointed under paragraph (a) any of the directors' powers, except:

(i) the power to fill vacancies in the board of directors;

(ii) the power to remove a director;

(iii) the power to change the membership of, or fill vacancies in, any committee of the directors; and

(iv) the power to appoint or remove officers appointed by the directors; and

(c) make any delegation referred to in paragraph (b) subject to the conditions set out in the resolution or any subsequent directors' resolution.

19.3 Obligations of Committees

Any committee appointed under Articles 19.1 or 19.2, in the exercise of the powers delegated to it, must:

(a) conform to any rules that may from time to time be imposed on it by the directors; and

(b) report every act or thing done in exercise of those powers at such times as the directors may require.

19.4 Powers of Board

The directors may, at any time, with respect to a committee appointed under Articles 19.1 or 19.2:

(a) revoke or alter the authority given to the committee, or override a decision made by the committee, except as to acts done before such revocation, alteration or overriding;

(b) terminate the appointment of, or change the membership of, the committee; and

(c) fill vacancies in the committee.

19.5 Committee Meetings

Subject to Article 19.3(a) and unless the directors otherwise provide in the resolution appointing the committee or in any subsequent resolution, with respect to a committee appointed under Articles 19.1 or 19.2:

(a) the committee may meet and adjourn as it thinks proper;

(b) the committee may elect a chair of its meetings but, if no chair of a meeting is elected, or if at a meeting the chair of the meeting is not present within 15 minutes after the time set for holding the meeting, the directors present who are members of the committee may choose one of their number to chair the meeting;

(c) a majority of the members of the committee constitutes a quorum of the committee; and

(d) questions arising at any meeting of the committee are determined by a majority of votes of the members present, and in case of an equality of votes, the chair of the meeting does not have a second or casting vote.

20. OFFICERS

20.1 Directors May Appoint Officers

The directors may, from time to time, appoint such officers, if any, as the directors determine and the directors may, at any time, terminate any such appointment.

20.2 Functions, Duties and Powers of Officers

The directors may, for each officer:

(a) determine the functions and duties of the officer;

(b) entrust to and confer on the officer any of the powers exercisable by the directors on such terms and conditions and with such restrictions as the directors think fit; and

(c) revoke, withdraw, alter or vary all or any of the functions, duties and powers of the officer.

20.3 Qualifications

No officer may be appointed unless that officer is qualified in accordance with the *Business Corporations Act*. One person may hold more than one position as an officer of the Company. Any person appointed as the chair of the board or as the managing director must be a director. Any other officer need not be a director.

20.4 Remuneration and Terms of Appointment

All appointments of officers are to be made on the terms and conditions and at the remuneration (whether by way of salary, fee, commission, participation in profits or otherwise) that the directors think fit and are subject to termination at the pleasure of the directors, and an officer may in addition to such remuneration be entitled to receive, after he or she ceases to hold such office or leaves the employment of the Company, a pension or gratuity.

21. INDEMNIFICATION

21.1 Definitions

In this Article 21:

(a) "eligible penalty" means a judgement, penalty or fine awarded or imposed in, or an amount paid in settlement of, an eligible proceeding;

(b) "eligible proceeding" means a legal proceeding or investigative action, whether current, threatened, pending or completed, in which a director, former director or alternate director of the Company (an "eligible party") or any of the heirs and legal personal representatives of the eligible party, by reason of the eligible party being or having been a director or alternate director of the Company:

(i) is or may be joined as a party; or

(ii) is or may be liable for or in respect of a judgement, penalty or fine in, or expenses related to, the proceeding;

(c) "expenses" has the meaning set out in the *Business Corporations Act.*

21.2 Mandatory Indemnification of Directors and Former Directors

Subject to the *Business Corporations Act,* the Company must indemnify a director, former director or alternate director of the Company and his or her heirs and legal personal representatives against all eligible penalties to which such person is or may be liable, and the Company must, after the final disposition of an eligible proceeding, pay the expenses actually and reasonably incurred by such person in respect of that proceeding. Each director and alternate director is deemed to have contracted with the Company on the terms of the indemnity contained in this Article 21.2.

21.3 Indemnification of Other Persons

Subject to any restrictions in the *Business Corporations Act,* the Company may indemnify any person.

21.4 Non-Compliance with *Business Corporations Act*

The failure of a director, alternate director or officer of the Company to comply with the *Business Corporations Act* or these Articles does not invalidate any indemnity to which he or she is entitled under this Part.

21.5 Company May Purchase Insurance

The Company may purchase and maintain insurance for the benefit of any person (or his or her heirs or legal personal representatives) who:

(a) is or was a director, alternate director, officer, employee or agent of the Company;

(b) is or was a director, alternate director, officer, employee or agent of a corporation at a time when the corporation is or was an affiliate of the Company;

(c) at the request of the Company, is or was a director, alternate director, officer, employee or agent of a corporation or of a partnership, trust, joint venture or other unincorporated entity;

(d) at the request of the Company, holds or held a position equivalent to that of a director, alternate director or officer of a partnership, trust, joint venture or other unincorporated entity;

against any liability incurred by him or her as such director, alternate director, officer, employee or agent or person who holds or held such equivalent position.

22. DIVIDENDS

22.1 Payment of Dividends Subject to Special Rights

The provisions of this Article 22 are subject to the rights, if any, of shareholders holding shares with special rights as to dividends.

22.2 Declaration of Dividends

Subject to the *Business Corporations Act,* the directors may from time to time declare and authorize payment of such dividends as they may deem advisable.

22.3 No Notice Required

The directors need not give notice to any shareholder of any declaration under Article 22.2.

22.4 Record Date

The directors may set a date as the record date for the purpose of determining shareholders entitled to receive payment of a dividend. The record date must not precede the date on which the dividend is to be paid by more than two months. If no record date is set, the record date is 5 p.m. on the date on which the directors pass the resolution declaring the dividend.

22.5 Manner of Paying Dividend

A resolution declaring a dividend may direct payment of the dividend wholly or partly by the distribution of specific assets or of fully paid shares or of bonds, debentures or other securities of the Company, or in any one or more of those ways.

22.6 Settlement of Difficulties

If any difficulty arises in regard to a distribution under Article 22.5, the directors may settle the difficulty as they deem advisable, and, in particular, may:

(a) set the value for distribution of specific assets;

(b) determine that cash payments in substitution for all or any part of the specific assets to which any shareholders are entitled may be made to any shareholders on the basis of the value so fixed in order to adjust the rights of all parties; and

(c) vest any such specific assets in trustees for the persons entitled to the dividend.

22.7 When Dividend Payable

Any dividend may be made payable on such date as is fixed by the directors.

22.8 Dividends to be Paid in Accordance with Number of Shares

All dividends on shares of any class or series of shares must be declared and paid according to the number of such shares held.

22.9 Receipt by Joint Shareholders

If several persons are joint shareholders of any share, any one of them may give an effective receipt for any dividend, bonus or other money payable in respect of the share.

22.10 Dividend Bears No Interest

No dividend bears interest against the Company.

22.11 Fractional Dividends

If a dividend to which a shareholder is entitled includes a fraction of the smallest monetary unit of the currency of the dividend, that fraction may be disregarded in making payment of the dividend and that payment represents full payment of the dividend.

22.12 Payment of Dividends

Any dividend or other distribution payable in cash in respect of shares may be paid by cheque, made payable to the order of the person to whom it is sent, and mailed to the address of the shareholder, or in the case of joint shareholders, to the address of the joint shareholder who is first named on the central securities

register, or to the person and to the address the shareholder or joint shareholders may direct in writing. The mailing of such cheque will, to the extent of the sum represented by the cheque (plus the amount of the tax required by law to be deducted), discharge all liability for the dividend unless such cheque is not paid on presentation or the amount of tax so deducted is not paid to the appropriate taxing authority.

22.13 Capitalization of Surplus

Notwithstanding anything contained in these Articles, the directors may from time to time capitalize any surplus of the Company and may from time to time issue, as fully paid, shares or any bonds, debentures or other securities of the Company as a dividend representing the surplus or any part of the surplus.

23. DOCUMENTS, RECORDS AND REPORTS

23.1 Recording of Financial Affairs

The directors must cause adequate accounting records to be kept to record properly the financial affairs and condition of the Company and to comply with the *Business Corporations Act.*

23.2 Inspection of Accounting Records

Unless the directors determine otherwise, or unless otherwise determined by ordinary resolution, no shareholder of the Company is entitled to inspect or obtain a copy of any accounting records of the Company.

24. NOTICES

24.1 Method of Giving Notice

Unless the *Business Corporations Act* or these Articles provides otherwise, a notice, statement, report or other record required or permitted by the *Business Corporations Act* or these Articles to be sent by or to a person may be sent by any one of the following methods:

(a) mail addressed to the person at the applicable address for that person as follows:

  (i) for a record mailed to a shareholder, the shareholder's registered address;

  (ii) for a record mailed to a director or officer, the prescribed address for mailing shown for the director or officer in the records kept by the Company or the mailing address provided by the recipient for the sending of that record or records of that class;

  (iii) in any other case, the mailing address of the intended recipient;

(b) delivery at the applicable address for that person as follows, addressed to the person:

  (i) for a record delivered to a shareholder, the shareholder's registered address;

  (ii) for a record delivered to a director or officer, the prescribed address for delivery shown for the director or officer in the records kept by the Company or the delivery address provided by the recipient for the sending of that record or records of that class;

  (iii) in any other case, the delivery address of the intended recipient;

(c) sending the record by fax to the fax number provided by the intended recipient for the sending of that record or records of that class;

(d) sending the record by email to the email address provided by the intended recipient for the sending of that record or records of that class;

(e) physical delivery to the intended recipient.

24.2 Deemed Receipt of Mailing

A record that is mailed to a person by ordinary mail to the applicable address for that person referred to in Article 24.1 is deemed to be received by the person to whom it was mailed on the day, Saturdays, Sundays and holidays excepted, following the date of mailing.

24.3 Certificate of Sending

A certificate signed by the secretary, if any, or other officer of the Company or of any other corporation acting in that behalf for the Company stating that a notice, statement, report or other record was addressed as required by Article 24.1, prepaid and mailed or otherwise sent as permitted by Article 24.1 is conclusive evidence of that fact.

24.4 Notice to Joint Shareholders

A notice, statement, report or other record may be provided by the Company to the joint shareholders of a share by providing the notice to the joint shareholder first named in the central securities register in respect of the share.

24.5 Notice to Trustees

A notice, statement, report or other record may be provided by the Company to the persons entitled to a share in consequence of the death, bankruptcy or incapacity of a shareholder by:

(a) mailing the record, addressed to them:

  (i) by name, by the title of the legal personal representative of the deceased or incapacitated shareholder, by the title of trustee of the bankrupt shareholder or by any similar description; and

  (ii) at the address, if any, supplied to the Company for that purpose by the persons claiming to be so entitled; or

(b) if an address referred to in paragraph (a)(i) has not been supplied to the Company, by giving the notice in a manner in which it might have been given if the death, bankruptcy or incapacity had not occurred.

25. SEAL

25.1 Who May Attest Seal

Except as provided in Articles 25.2 and 25.3, the Company's seal, if any, must not be impressed on any record except when that impression is attested by the signatures of:

(a) any two directors;

(b) any officer, together with any director;

(c) if the Company only has one director, that director; or

(d) any one or more directors or officers or persons as may be determined by the directors.

25.2 Sealing Copies

For the purpose of certifying under seal a certificate of incumbency of the directors or officers of the Company or a true copy of any resolution or other document, despite Article 25.1, the impression of the seal may be attested by the signature of any director or officer.

25.3 Mechanical Reproduction of Seal

The directors may authorize the seal to be impressed by third parties on share certificates or bonds, debentures or other securities of the Company as they may determine appropriate from time to time. To enable the seal to be impressed on any share certificates or bonds, debentures or other securities of the Company, whether in definitive or interim form, on which facsimiles of any of the signatures of the directors or officers of the Company are, in accordance with the *Business Corporations Act* or these Articles, printed or otherwise mechanically reproduced, there may be delivered to the person employed to engrave, lithograph or print such definitive or interim share certificates or bonds, debentures or other securities one or more unmounted dies reproducing the seal and the chair of the board or any senior officer together with the secretary, treasurer, secretary-treasurer, an assistant secretary, an assistant treasurer or an assistant secretary-treasurer may in writing authorize such person to cause the seal to be impressed on such definitive or interim share certificates or bonds, debentures or other securities by the use of such dies. Share certificates or bonds, debentures or other securities to which the seal has been so impressed are for all purposes deemed to be under and to bear the seal impressed on them.

26. PROHIBITIONS

26.1 Definitions

In this Article 26:

(a) "designated security" means:

(i) a voting security of the Company;

(ii) a security of the Company that is not a debt security and that carries a residual right to participate in the earnings of the Company or, on the liquidation or winding up of the Company, in its assets; or

(iii) a security of the Company convertible, directly or indirectly, into a security described in paragraph (a) or (b);

(b) "security" has the meaning assigned in the *Securities Act* (British Columbia);

(c) "voting security" means a security of the Company that:

(i) is not a debt security, and

(ii) carries a voting right either under all circumstances or under some circumstances that have occurred and are continuing.

26.2 Application

Article 26.3 does not apply to the Company if and for so long as it is a public company or a pre-existing reporting company which has the Statutory Reporting Company Provisions as part of its Articles or to which the Statutory Reporting Company Provisions apply.

26.3 Consent Required for Transfer of Shares or Designated Securities

No share or designated security may be sold, transferred or otherwise disposed of without the consent of the directors and the directors are not required to give any reason for refusing to consent to any such sale, transfer or other disposition.

SCHEDULE "B"

KICK AMALGAMATION RESOLUTION

RESOLVED AS A SPECIAL RESOLUTION that:

1. Kick Pharmaceuticals Inc. (the "**Company**") amalgamate with _____ B.C. Ltd. ("**GTI Subco**") under the provisions of the *Business Corporations Act* (British Columbia);

2. the amalgamation agreement dated _____ 2020 (the "**Amalgamation Agreement**") among the Company, GTI Subco and Glenbriar Technologies Inc.. is hereby consented to, approved and adopted; and

3. any director or officer of the Company be and he or she is hereby authorized to execute and deliver all such documents and instruments and do all such things as may be necessary to give full effect to the transactions contemplated by the Amalgamation Agreement ("**General Authority**") and execution and delivery of any such document or instrument by any such director or officer shall be conclusive proof of his or her General Authority to execute and deliver the same.

SCHEDULE "C"

GTI SUBCO AMALGAMATION RESOLUTION

RESOLVED AS A SPECIAL RESOLUTION that:

1. _____. Ltd. (the "**Company**") amalgamate with Kick Pharmaceuticals Inc. ("**Kick**") under the provisions of the *Business Corporations Act* (British Columbia);

2. the amalgamation agreement dated _____, 2020 (the "**Amalgamation Agreement**") among the Company, Kick and Glenbriar Technologies Inc.. is hereby consented to, approved and adopted; and

3. any director or officer of the Company be and he or she is hereby authorized to execute and deliver all such documents and instruments and do all such things as may be necessary to give full effect to the transactions contemplated by the Amalgamation Agreement ("**General Authority**") and execution and delivery of any such document or instrument by any such director or officer shall be conclusive proof of his or her General Authority to execute and deliver the same.