

AMENDING AGREEMENT

THIS AMENDING AGREEMENT (the “**Agreement**”) is dated December 29, 2023 by and between Trenchant Capital Corp. (“**Trenchant**”) and GNQ Insilico Inc. (“**GNQ**”). GNQ and Trenchant are each referred to herein as a “**Party**”, and together, the “**Parties**”.

WHEREAS the Parties are parties to an option agreement dated November 30, 2023, pursuant to which, among other things, Trenchant was afforded the option to complete a strategic investment in GNQ, on the terms and subject to the conditions set out therein (such agreement, as further amended or modified from time to time, the “**Option Agreement**”);

AND WHEREAS the Parties have agreed to amend the Option Agreement to, among other things, modify the timing and quantum of a portion of the consideration under the Option Agreement, on the terms and subject to the provisions set out herein.

NOW THEREFORE, in consideration of the mutual agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Interpretation

(a) All terms used but not otherwise defined in this Amending Agreement have the respective meanings ascribed to them in the Option Agreement and grammatical variations of such terms have corresponding meanings.

(b) Article 1 [*Interpretation*] and Article 6 [*Miscellaneous*] of the Option Agreement are incorporated herein by reference *mutatis mutandis*.

ARTICLE 2 AMENDMENTS

2.1 Amendments to the Option Agreement

The Option Agreement is amended as follows:

(a) Sections 2.1(a) and (b) of the Option Agreement are deleted in their entirety and replaced with the following:

“(a) on or prior to December 29, 2023, an aggregate of \$700,000 in exchange for the issuance by GNQ of 59,322 Shares;

(b) within sixty (60) Business Days, an aggregate of \$1,800,000 and 7,500,000 Trenchant Shares in exchange for the issuance by GNQ of such number of Shares as is equal to 14.4% of the total issued and outstanding Shares on a fully-diluted basis, as at the date of the completion of the issuance of the shares;”

ARTICLE 3 ACKNOWLEDGMENTS AND CONFIRMATIONS

3.1 Acknowledgements and Confirmations

(a) Each of the Parties hereby: (i) represents, warrants, acknowledges and confirms to the other that, as of the date of this Amending Agreement, the Option Agreement, as amended by this Amending Agreement, is and continues to be in full force and effect; and (ii) ratifies and confirms all of the terms, conditions and provisions of the Option Agreement, as amended by this Amending Agreement.

(b) In the event of any inconsistency between the terms of this Amending Agreement and the terms of the Option Agreement, the provisions of this Amending Agreement shall prevail.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties

- (a) Each Party represents and warrants to each other Parties that:
- (i) this Amending Agreement has been duly authorized by all necessary corporate action on its part and no other corporate proceedings on its part is necessary to authorize this Amending Agreement;
 - (ii) this Amending Agreement has been duly executed and delivered by such Party, and constitutes legal, valid and binding agreements of such Party enforceable against it in accordance with the terms of this Amending Agreement, subject only to applicable bankruptcy, insolvency, reorganization and other laws of general application limiting the enforcement of creditors' rights generally and to the fact that specific performance is an equitable remedy available only in the discretion of the court; and
 - (iii) the authorization, execution and delivery of this Amending Agreement by such Party, and the observance and performance by each Party of its obligations under this Amending Agreement and its obligations under the Option Agreement (as amended by this Amending Agreement), does not and will not: (i) result in a violation of or a breach or default under (with or without the giving of notice or lapse of time, or both), or in the acceleration of any obligation under (A) the articles, by-laws or directors' or shareholders' resolutions of such Party, or (B) the provisions of any material contracts to which such Party is a party or by which such Party is bound or affected; or (ii) result in a violation or breach of, or cause a default under, any Applicable Law.

ARTICLE 5 MISCELLANEOUS

5.1 Further Assurances

Each of the Parties hereto shall at all times and from time to time, upon any reasonable request of another Party, promptly do, execute, deliver or cause to be done, executed and delivered, all further acts, documents and things as may be required or necessary for the purposes of giving effect to this Amending Agreement and the Option Agreement, and to effectuate the transactions contemplated by this Amending Agreement and the Option Agreement and the other documents contemplated herein and therein.

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

TRENCHANT CAPITAL CORP.

By: *"Eric Boehnke"*

Name: Eric Boehnke

Title: CEO

GNQ INSILICO INC.

By: *"Riazul Huda"*

Name: Riazul Huda

Title: CEO