

## FOURTH AMENDING AGREEMENT

**THIS FOURTH AMENDING AGREEMENT** (the “**Fourth Amending Agreement**”) is dated April 29, 2024 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, as amended on December 29, 2023, March 5, 2024, and March 22, 2024, pursuant to which, among other things, Trenchant was granted 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 further amend the Option Agreement to modify the timing and manner of payment 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 Fourth 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) The introductory paragraph of Section 2.1 of the Option Agreement is deleted in its entirety and replaced with the following:

“GNQ hereby grants to Trenchant the sole, exclusive and irrevocable right during the period commencing on the date hereof and ending on the earlier of November 30, 2026 or the date of a Liquidity Event involving GNQ (the “**Option Period**”), to purchase up to 50% of the Shares in exchange for: (i) aggregate cash consideration of \$16,850,000; (ii) the issuance of an aggregate of 7,500,000 Trenchant Shares and (iii) the issuance of 2,600,000 Units (as defined below) (the “**Option**”), which Option is exercisable in five parts as follows:”

(b) Section 2.1(c) of the Option Agreement is deleted in its entirety and replaced with the following:

“(c) on or prior to April 29, 2024:

- (i) an aggregate of \$650,000;
- (ii) 7,500,000 Trenchant Shares; and
- (iii) subject to Trenchant obtaining approval from the Canadian Securities Exchange, 2,600,000 units (each, a “Unit”), at a deemed issue price of \$0.25 per Unit, with each Unit comprised of one Trenchant Share and one warrant (each, a “Warrant”) to purchase one Trenchant Share (each, a “Warrant Share”) at an exercise price of \$0.50 per Warrant Share for a period of two years following the issuance of the Warrant,

in exchange for the issuance by GNQ of such number of Shares which would result in Trenchant owning an aggregate of 20% of the total issued and outstanding Shares on a fully-diluted basis, when combined with the Shares previously held by Trenchant, 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 Fourth Amending Agreement, the Option Agreement, as amended by this Fourth 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 Fourth Amending Agreement.

(b) In the event of any inconsistency between the terms of this Fourth Amending Agreement and the terms of the Option Agreement, the provisions of this Fourth 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 Fourth 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 Fourth Amending Agreement;
  - (ii) this Fourth Amending Agreement has been duly executed and delivered by such Party, and constitutes a legal, valid and binding agreement of such Party enforceable against it in accordance with the terms of this Fourth 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 Fourth Amending Agreement by such Party, and the observance and performance by each Party of its obligations under this Fourth Amending Agreement and its obligations under the Option Agreement (as amended by this Fourth 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 Fourth Amending Agreement and the Option Agreement, and to effectuate the transactions contemplated by this Fourth Amending Agreement and the Option Agreement and the other documents contemplated herein and therein.

### **5.2 Time**

Time shall remain of the essence in all respects of this Fourth Amending Agreement and the Option Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Fourth Amending 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