AMALGAMATION AGREEMENT

THIS AMALGAMATION AGREEMENT dated the 10th day of October, 2018

AMONG:

VIBE BIOSCIENCE CORPORATION, a corporation existing pursuant to the provisions of the *Business Corporations Act* (Ontario)

(hereinafter referred to as "**Vibe**")

OF THE FIRST PART

- and -

ALTITUDE RESOURCES INC., a corporation existing pursuant to the provisions of the *Business Corporations Act* (Ontario)

(hereinafter referred to as "**Altitude**")

OF THE SECOND PART

- and -

2657152 ONTARIO INC., a corporation existing pursuant to the provisions of the *Business Corporations Act* (Ontario)

(hereinafter referred to as "**Altitude Subco**")

OF THE THIRD PART

WHEREAS the board of directors of each of Vibe, Altitude and Altitude Subco has determined that the Amalgamation to be effected pursuant to this Agreement is in the best interests of the respective corporations and their shareholders and determined to recommend approval of the Amalgamation and the other transactions contemplated hereby to their shareholders;

AND WHEREAS Altitude, as the sole shareholder of Altitude Subco, has approved the Amalgamation;

AND WHEREAS in furtherance of the Amalgamation, the board of directors of Vibe has agreed to submit the Vibe Amalgamation Resolution, in accordance with Section 176 of the OBCA, to the holders of Vibe Common Shares for approval;

AND WHEREAS upon the Amalgamation becoming effective, the Vibe Common Shares will be converted into Altitude Common Shares and the Altitude Subco Common Shares will be converted into Amalco Common Shares in accordance with the provisions of this Agreement;

NOW THEREFORE in consideration of the premises and the respective covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties hereto, the Parties hereto hereby covenant and agree as follows:

ARTICLE 1
DEFINITIONS AND INTERPRETATION

Section 1.1 Definitions.

In this Agreement, unless there is something in the subject matter or context inconsistent therewith, the following capitalized words and terms shall have the following meanings:

"**Agreement**" means this amalgamation agreement, as provided for in Section 175 of the OBCA, including the schedules hereto as the same may be supplemented or amended from time to time;

"**Altitude Amended Articles**" means the articles of amendment of Altitude in the form requested by Vibe;

"**Altitude Common Shares**" means the common shares in the capital of Altitude;

"Altitude Convertible Securities" means the convertible securities to purchase Altitude Common Shares to be issued to holders of convertible securities, other than the Vibe Options, to purchase Vibe Common Shares with characteristics substantially similar to the Vibe Convertible Securities, except that the number of Altitude Common Shares underlying such securities and the exercise or conversion price of such securities shall both being adjusted in accordance with the Exchange Ratio;

"**Altitude Disclosure Letter**" means the disclosure letter dated the date of this Agreement and delivered by Altitude to Vibe with this Agreement.

"**Altitude Disposition**" means the disposition of Altitude of all of its assets and liabilities such that it may be considered a "clean shell" to the reasonable satisfaction of Vibe, including but not limited to the disposition of Altitude Resources Ltd.;

"**Altitude Dissent Rights**" has the meaning specified in Subsection 9.1(c);

"**Altitude Entities**" means, together, Altitude, Altitude Resources Ltd. and Altitude Subco and "**Altitude Entity**" means either one of them;

"**Altitude Filings**" means all documents publicly filed under the profile of Altitude on the System for Electronic Document Analysis Retrieval (SEDAR) since July 31, 2017;

"**Altitude Financial Statements**" has the meaning ascribed thereto in (j) of Schedule "C";

"**Altitude Information Circular**" means the management information circular of Altitude with respect to the Altitude Meeting to be used by Altitude in connection with the solicitation of proxies for the Altitude Meeting;

"**Altitude Material Adverse Effect**" means any change, event, occurrence, effect, state of facts or circumstance that, individually or in the aggregate with other such changes, events, occurrences, effects, state of facts or circumstances is or could reasonably be expected to be material and adverse to the current and future business, operations, results of operations, assets, properties, capitalization, condition (financial or otherwise) or liabilities (contingent or otherwise) of Altitude. The foregoing shall not include any change or effects attributable to: (i) any matter that has been disclosed in writing to the other Party or any of its advisers by a Party or any of its advisers in connection with this Agreement; (ii) changes relating to general economic, political or financial conditions; or (iii) relating to the state of securities markets in general;

"**Altitude Meeting**" means the annual and special meeting of the Altitude Shareholders to be called to consider and, if thought fit, authorize, approve and adopt, among other things, the Altitude Meeting Matters;

"**Altitude Meeting Matters**" has the meaning ascribed thereto in Section 5.3(a)(iv);

"Altitude Options" means the options to purchase Altitude Common Shares to be issued to the holders of the Vibe Options in connection with the Amalgamation in exchange for such Vibe Options, with characteristics substantially similar to the Vibe Options, except that the number of Altitude Common Shares underlying such options and the exercise price of such Altitude Options shall both being adjusted in accordance with the Exchange Ratio;

"**Altitude Shareholder**" means the registered or beneficial holders of the Altitude Common Shares, as the context requires.

"**Altitude Subco Amalgamation Resolution**" means the resolution to approve the Amalgamation to be substantially in the form and content of Schedule "B" hereto;

"**Altitude Subco Common Shares**" means the common shares in the capital of Altitude Subco;

"**Altitude Subsidiaries**" means those entities listed on Schedule 1.1 of the Altitude Disclosure Letter;

"**Amalco**" means the corporation resulting from the Amalgamation upon the Effective Date;

"**Amalco Common Shares**" means the common shares in the capital of Amalco;

"**Amalgamation**" means the amalgamation of Altitude Subco and Vibe pursuant to Section 176 of the OBCA as provided for in this Agreement;

"**Applicable Law**", in the context that refers to one or more Persons, means any domestic or foreign, federal, state, provincial or local law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, judgment, decree, ruling or other similar requirement enacted, adopted, promulgated or applied by a Governmental Authority, and any terms and conditions of any grant of approval, permission, authority or license of any Governmental Authority, that is binding upon or applicable to such Person or Persons or its or their business, undertaking, property or securities and emanate from a Person having jurisdiction over the Person or persons or its or their business, undertaking, property or securities;

"Appropriate Regulatory Approvals" means all of the rulings, consents, orders, exemptions, permits and other approvals of Governmental Authorities required or necessary for the completion of the Altitude Disposition, the completion of the Amalgamation, the delisting of the Altitude Common Shares from the TSX-V and the listing of the Altitude Common Shares on the CSE and other transactions provided for in this Agreement;

"**Articles of Amalgamation**" means the articles of amalgamation in respect of the Amalgamation, in the form required by the OBCA and acceptable to the Parties, to be sent to the Director;

"**Authorization**" means, with respect to any Person, any order, permit, approval, consent, waiver, licence or similar authorization of any Governmental Authority having jurisdiction over the Person;

"**Beiseker Facility**" means the facility subject to the commercial lease made as of August 1, 2018 between Bear and Flower, as landlord, and Hype Bioscience Corporation, as tenant;

"**Board**" means the board of directors of Altitude as constituted from time to time.

"**Business Day**" means a day on which commercial banks are generally open for business in Toronto, Ontario other than a Saturday, Sunday or a day observed as a holiday in Toronto, Ontario;

"**Collective Agreement**" means any collective agreement and related documents including benefit agreements, letters of understanding, letters of intent and other written communications (including arbitration awards) by which a Party or any of its respective Subsidiaries is bound or which impose any obligations upon a Party or any of its respective Subsidiaries;

"**Constating Documents**" means the articles of incorporation, amalgamation, or continuation, as applicable, by-laws and all amendments to such articles or by-laws;

"**Contract**" means any legally binding agreement, commitment, engagement, contract, franchise, license, obligation or undertaking (written or oral) to which a Party or any of its respective Subsidiaries is a party or by which it or any of its respective Subsidiaries is bound or affected or to which any of their respective properties or assets is subject;

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

"**Director**" means the Director appointed under Section 278 of the OBCA;

"**Dissenting Shareholder**" means a holder of Vibe Common Shares or Altitude Common Shares that has exercised Vibe Dissent Rights or Altitude Dissent Rights, as applicable;

"**Effective Date**" means the date shown on the certificate of amalgamation issued by the Director pursuant to Subsection 178(4) of the OBCA giving effect to the Amalgamation;

"**Effective Time**" means 12:01 a.m. (Toronto time) on the Effective Date;

"**Employee Plans**" means all health, welfare, supplemental unemployment benefit, change of control, bonus, profit sharing, option, insurance, compensation, incentive, incentive compensation, deferred compensation, share purchase, share compensation, disability, pension, vacation, severance or termination pay, retirement or retirement savings plans, or other employee benefit plans, policies, trusts, funds, agreements, or arrangements for the benefit of employees, former employees, directors or former directors of a Party or any of its Subsidiaries, which are maintained by or binding upon such Party or any of its Subsidiaries, or in respect of which such Party or any of its Subsidiaries, has an actual or contingent liability excluding all obligations for severance and termination pursuant to a statute;

"**Environmental Laws**" means all Laws and agreements with Governmental Authority and all other statutory requirements relating to public health or the protection of the environment and all Authorizations issued pursuant to such Laws, agreements or other statutory requirements;

"**Exchange Ratio**" means the ratio of Altitude Common Shares to be issued pursuant to the Amalgamation in exchange for each Vibe Common Share outstanding immediately prior to the Effective Time, being 12.04607, provided however, that if, and whenever at any time during the term of this Agreement, either Party may, upon mutual agreement:

(a) subdivide, redivide or change the outstanding Altitude Common Shares or Vibe Common Shares into a greater number of shares;

(b) consolidate, combine or reduce the outstanding Altitude Common Shares or Vibe Common Shares into a lesser number of shares; or

(c) fix a record date for the issue of Altitude Common Shares or Vibe Common Shares or securities convertible into or exchangeable for Altitude Common Shares or Vibe Common Shares to all or substantially all of the holders of Altitude Common Shares or Vibe Common Shares by way of a stock dividend or other distribution,

then, in each such event, the Exchange Ratio shall, on the record date for such event or, if no record date is fixed, the effective date of such event, be adjusted to reflect such events; and, provided further that if at any time during the term of this Agreement Altitude's

working capital shall increase as a result of the Altitude Dispositions, or otherwise, then the Exchange Ratio shall be adjusted to reflect such increase.

"**GAAP**" means generally accepted accounting principles as set out in the *CPA Canada Handbook – Accounting* for an entity that prepares its financial statements in accordance with International Financial Reporting Standards, at the relevant time, applied on a consistent basis;

"**Governmental Authority**" means (i) any international, multinational, national, federal, provincial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, commissioner, board, bureau, ministry, agency or instrumentality, domestic or foreign, (ii) any subdivision or authority of any of the above, (iii) any quasi- governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing or (iv) any stock exchange, including the TSX-V and the CSE;

"**IFRS**" means International Financial Reporting Standards;

"**Lien**" means any mortgage, charge, pledge, hypothec, security interest, prior claim, encroachments, option, right of first refusal or first offer, occupancy right, covenant, assignment, lien (statutory or otherwise), defect of title, or restriction or adverse right or claim, or other third party interest or encumbrance of any kind, in each case, whether contingent or absolute;

"**Material Contract**" means any Contract of Altitude or Vibe or their respective Subsidiaries, as applicable:

(a) relating directly or indirectly to the guarantee of any material liabilities or material obligations or to indebtedness for borrowed money;

(b) restricting the incurrence of indebtedness (including by requiring the granting of an equal and rateable Lien) or the incurrence of any Liens on any properties or assets, or restricting the payment of dividends, in each case, in any material respect;

(c) providing for the establishment, investment in, organization or formation of any joint venture, limited liability company, partnership or similar entity that creates an exclusive dealing arrangement or right of first offer or refusal that materially limits the Party's business or of any Subsidiary;

(d) that contains any material exclusivity or non-solicitation obligations of the Party or any Subsidiary;

(e) providing for severance or change in control payments;

(f) providing for the purchase, sale or exchange of, or option to purchase, sell or exchange, any property or asset;

(g) that limits or restricts in any material respect (i) the ability of the Party or any Subsidiary to engage in any line of business or carry on business in any geographic area, or (ii) the scope of Persons to whom the Party or any of its Subsidiaries may sell products or deliver services;

(h) relating to the purchase of materials, supplies, equipment or services involving payments; or

(i) that is otherwise material to the Party or any its Subsidiaries, taken as a whole;

"**MD&A**" means management's discussion and analysis;

"**Misrepresentation**" means an untrue statement of a material fact or an omission to state a material fact required or necessary to make the statements contained therein not misleading in light of the circumstances in which they are made;

"**OBCA**" means the *Business Corporations Act* (Ontario), as may be amended from time to time;

"**Ordinary Course**" means, with respect to an action taken by a Party, that such action is consistent with the past practices of such Party and is taken in the ordinary course of the normal day-to-day operations of the business of such Party, except where such Party is Vibe and then Ordinary Course shall also include such actions taken by Vibe in connection with the growth and expansion of its business even where such actions are not consistent with past practices;

"**Outside Date**" means December 31, 2018, or such later date as may be agreed to in writing by the Parties;

"**Parties**" means, collectively, the parties to this Agreement, and "**Party**" means any one of them;

"**Permitted Liens**" means, in respect of a Party or any of its Subsidiaries, any one or more of the following:

(a) Liens for Taxes which are not yet due or delinquent or that are being properly contested in good faith by appropriate proceedings and in respect of which reserves have been provided in the most recent publicly filed financial statements;

(b) inchoate or statutory Liens of contractors, subcontractors, mechanics, workers, suppliers, materialmen, carriers and others in respect of the construction, maintenance, repair or operation of assets, provided that such Liens are related to obligations not due or delinquent, are not registered against title to any assets and in respect of which adequate holdbacks are being maintained as required by Applicable Law;

(c) the right reserved to or vested in any Governmental Authority by any statutory provision or by the terms of any lease, licence, franchise, grant or permit of a

Party or any of its Subsidiaries, to terminate any such lease, licence, franchise, grant or permit, or to require annual or other payments as a condition of their continuance;

(d) easements, servitudes, restrictions, restrictive covenants, rights of way, licenses, permits and other similar rights in real or immovable property that in each case do not materially detract from the value or materially interfere with the use of the real or immovable property subject thereto;

(e) zoning and building by-laws and ordinances, regulations made by public authorities that in each case do not materially detract from the value or materially interfere with the use of the real or immovable property subject thereto;

(f) such other imperfections or irregularities of title or Lien that, in each case, do not materially adversely affect the use of the properties or assets subject thereto or otherwise materially adversely impair business operations of such properties; and

(g) agreements with any Governmental Authority and any public utilities or private suppliers of services that in each case do not materially detract from the value or materially interfere with the use of the real or immovable property subject thereto;

"**Person**" means a natural person, firm, corporation, trust, partnership, joint venture, governmental body or agency, or association;

"**Regulation D**" means Regulation D as promulgated under the U.S. Securities Act;

"**Securities Authority**" means the Ontario Securities Commission and any other applicable securities commissions or securities regulatory authority of a province or territory of Canada;

"**Securities Laws**" means the *Securities Act* (Ontario) and any other applicable provincial securities Laws;

"**Subsidiaries**" means collectively the Altitude Subsidiaries and the Vibe Subsidiaries;

"**Taxes**" means (i) any and all taxes, duties, fees, excises, premiums, assessments, imposts, levies and other charges or assessments of any kind whatsoever imposed by any Governmental Authority, whether computed on a separate, consolidated, unitary, combined or other basis, including those levied on, or measured by, or described with respect to, income, gross receipts, profits, gains, windfalls, capital, capital stock, production, recapture, transfer, land transfer, license, gift, occupation, wealth, environment, net worth, indebtedness, surplus, sales, goods and services, harmonized sales, use, value-added, excise, special assessment, stamp, withholding, business, franchising, real or personal property, health, employee health, payroll, workers' compensation, employment or unemployment, severance, social services, social security, education, utility, surtaxes, customs, import or export, and including all license and registration fees and all employment insurance, health insurance and government pension plan premiums or contributions; (ii) all interest, penalties, fines, additions to tax

or other additional amounts imposed by any Governmental Authority on or in respect of amounts of the type described in clause (i) above or this clause (ii) any liability for the payment of any amounts of the type described in clauses (i) or (ii) as a result of being a member of an affiliated, consolidated, combined or unitary group for any period; and (iv) any liability for the payment of any amounts of the type described in clauses (i) or (ii) as a result of any express or implied obligation to indemnify any other Person or as a result of being a transferee or successor in interest to any party.

"**Tax Act**" means the *Income Tax Act* (Canada), as amended from time to time;

"**Tax Returns**" means any and all returns, reports, declarations, elections, notices, forms, designations, filings, and statements (including estimated tax returns and reports, withholding tax returns and reports, and information returns and reports) filed or required to be filed in respect of Taxes;

"**Transfer Agent**" means Odyssey Trust Services, or such other transfer agent as is acceptable to Vibe;

"**TSX-V**" means the TSX Venture Exchange;

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

"**U.S. Accredited Investor**" means an "accredited investor" as defined in Rule 501(a) of Regulation D;

"**U.S. Acquisition**" means, collectively, the acquisitions (either directly or indirectly) by Vibe, through Vibe Nevada, of certain equity interests in the U.S. Targets;

"**U.S. Acquisition Agreement**" means, collectively, the definitive agreements (as may be amended from time to time) pursuant to which Vibe, through Vibe Nevada, intends to complete the U.S. Acquisition;

"**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;

"**U.S. Targets**" means, collectively, and as of the date hereof, those Californian targets listed in Schedule 1.1(a) of the Vibe Disclosure Letter;

"**Vibe Amalgamation Resolution**" means the special resolution of the Vibe Shareholders to approve the Amalgamation to be substantially in the form and content of Schedule "A" hereto;

"**Vibe Common Shares**" means the outstanding Class A common shares in the capital of Vibe;

"**Vibe Convertible Securities**" means the issued and outstanding convertible securities of Vibe, other than the Vibe Options, that entitle the holder thereof to acquire Vibe Common Shares;

"**Vibe Disclosure Letter**" means the disclosure letter dated the date of this Agreement and delivered by Vibe to Altitude with this Agreement

"**Vibe Dissent Rights**" has the meaning specified in Subsection 9.1(a);

"**Vibe Financing**" means one or more private placements of securities of Vibe;

"**Vibe Information Circular**" means the management information circular of Vibe with respect to the Vibe Meeting to be used by Vibe in connection with the solicitation of proxies for the Vibe Meeting;

"**Vibe Material Adverse Effect**" means any change, event, occurrence, effect, state of facts or circumstance that, individually or in the aggregate with other such changes, events, occurrences, effects, state of facts or circumstances is or could reasonably be expected to be material and adverse to the current and future business, operations, results of operations, assets, properties, capitalization, condition (financial or otherwise) or liabilities (contingent or otherwise) of Vibe and the Vibe Subsidiaries, taken as a whole. The foregoing shall not include any change or effects attributable to: (i) any matter that has been disclosed in writing to the other Party or any of its advisers by a Party or any of its advisers in connection with this Agreement; (ii) changes relating to general economic, political or financial conditions; or (iii) relating to the state of securities markets in general;

"**Vibe Meeting**" means the special meeting of the Vibe Shareholders to be called to consider and, if thought fit, authorize, approve and adopt, among other things, the Vibe Amalgamation Resolution;

"**Vibe Nevada**" means Vibe Bioscience Nevada Corporation, a Nevada corporation, and a wholly owned subsidiary of Vibe;

"**Vibe Options**" means the equity incentive options to purchase Vibe Common Shares issued pursuant to Vibe's stock option plan;

"**Vibe Subsidiaries**" means those entities listed on Schedule 1.1(b) of the Vibe Disclosure Letter; and

"**Vibe Shareholder**" means a holder of Vibe Common Shares.

Section 1.2 Interpretation Not Affected By Headings.

The division of this Agreement into articles, sections, subsections, paragraphs and subparagraphs and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of the provisions of this Agreement. The terms "this Agreement", "hereof", "herein", "hereunder" and similar expressions refer to this Agreement and

the schedules hereto as a whole and not to any particular article, section, subsection, paragraph or subparagraph hereof and include any agreement or instrument supplementary or ancillary hereto.

Section 1.3 Number and Gender.

Unless the context otherwise requires, words importing the singular number only shall include the plural and vice versa and words importing the use of any gender shall include all genders.

Section 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.

Section 1.5 Meanings.

Words and phrases used herein and defined in the OBCA shall have the same meaning herein as in the OBCA, 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".

Section 1.6 Knowledge.

Where any representation or warranty is expressly qualified by reference to the knowledge of Altitude, it is deemed to refer to the knowledge of Eugene Wusaty and Doug Porter after reasonable inquiry. Where any representation or warranty is expressly qualified by reference to the knowledge of Vibe, it is deemed to refer to the knowledge of Mark Waldron and Joe Starr, after reasonable inquiry.

Section 1.7 Schedules.

The following Schedules are annexed to this Agreement and are hereby incorporated by reference into this Agreement and form part hereof:

Schedule "A"	Form of Vibe Amalgamation Resolution
Schedule "B"	Form of Altitude Subco Amalgamation Resolution
Schedule "C"	Representations and Warranties of Altitude
Schedule "D"	Representations and Warranties of Vibe

ARTICLE 2
THE AMALGAMATION

Section 2.1 Shareholder Approval

(a) Altitude Shall:

(i) prepare and mail the Altitude Information Circular to the Altitude Shareholders or other third parties as may be required pursuant to Applicable Law;

(ii) convene and conduct the Altitude Meeting in accordance with Altitude's articles, by-laws and Applicable Law as soon as reasonably practicable for the purpose of considering the Altitude Meeting Matters and for any other proper purpose as may be set out in the Altitude Information Circular, and agreed to by Vibe, acting reasonably;

(iii) subject to compliance by the directors and officers of Altitude with their fiduciary duties and the terms of this Agreement, use commercially reasonable efforts to solicit proxies in favour of the approval of the Altitude Meeting Matters including, at Altitude's discretion or if so requested by Vibe, acting reasonably, and at Vibe's expense, subject to Altitude's mutual agreement, using the services of dealers and proxy solicitation services;

(iv) provide Vibe with copies of or access to information regarding the Altitude Meeting generated by any transfer agent, dealer or proxy solicitation services firm, as reasonably requested in writing from time to time by Vibe; and

(v) provide Vibe with notice of the exercise of any Altitude Dissent Right.

(b) Vibe shall:

(i) prepare and mail the Vibe Information Circular to the Vibe Shareholders or other third parties as may be required pursuant to Applicable Law;

(ii) convene and conduct the Vibe Meeting in accordance with Vibe's articles, by-laws and Applicable Law as soon as reasonably practicable for the purpose of considering the Vibe Amalgamation Resolution and for any other proper purpose as may be set out in the Vibe Information Circular, and agreed to by Altitude, acting reasonably;

(iii) provide Altitude with copies of or access to information regarding the Vibe Meeting generated by Vibe, as reasonably requested in writing from time to time by Altitude; and

(c) Each of the Parties and their respective legal counsel shall have a reasonable opportunity to review and comment on drafts of the Altitude Information Circular and Vibe Information Circular and other related documents, and reasonable consideration shall be given to any comments made by Altitude and Vibe and their respective counsel. All information relating to Vibe for inclusion in the Altitude Information Circular (including, for greater certainty, any information concerning the U.S. Acquisition) and any information describing the terms of the Amalgamation must be in a form and content satisfactory to Vibe, acting

reasonably. All information relating to Altitude for inclusion in the Vibe Information Circular and any information describing the terms of the Amalgamation must be in a form and content satisfactory to Altitude, acting reasonably.

Section 2.2 Effect of Amalgamation.

On the Effective Date of the Amalgamation, the following shall occur and shall be deemed to occur in the following order without any further act or formality:

(a) Vibe and Altitude Subco shall amalgamate to form Amalco and shall continue as one corporation under the OBCA in the manner set out in Section 2.3 hereof and with the effect set out in Section 179 of the OBCA, unless and until otherwise determined in the manner required by Applicable Law, by Amalco or by its directors or the holders of Amalco Common Shares;

(b) immediately upon the Amalgamation as set forth in Subsection 2.2(a):

(i) each issued and outstanding Vibe Common Share (unless held by a Dissenting Shareholder to whom Subsection 9.1(a) applies, other than a Dissenting Shareholder to whom SubsectionSection 9.1(b) applies) shall be exchanged for such number of Altitude Common Shares as determined by the Exchange Ratio, provided that in no event shall any fractional Amalco Common Shares be issued and where the Exchange Ratio would result in a fraction of an Amalco Common Share being issuable, then the number of Amalco Common Shares to be issued to such holder of Vibe Common Shares shall be rounded up or down to the closest whole number and, in lieu of the issuance of a fractional share; and

(ii) each issued and outstanding Altitude Subco Common Share shall be exchanged for one Amalco Common Share;

(c) immediately after the Effective Date, each issued and outstanding Vibe Option shall be exchanged for an Altitude Option, subject to adjustment in accordance with the Exchange Ratio;

(d) in accordance with their terms, immediately after the Effective Date, each issued and outstanding Vibe Convertible Security shall be exchanged for an Altitude Convertible Security, subject to adjustment in accordance with the Exchange Ratio; and

(e) in consideration of the issue of Altitude Common Shares to effect the Amalgamation, Amalco will issue to Altitude one fully paid and non-assessable Amalco Common Share for each Altitude Common Share so issued, provided that none of the foregoing shall occur or shall be deemed to occur unless all of the foregoing occurs.

Section 2.3 Amalgamated Corporation.

Unless and until otherwise determined in the manner required by Applicable Law, by Amalco or by its directors or the holder or holders of the Amalco Common Shares, the following provisions shall apply:

(a) **Name.** The name of Amalco shall be "Hype Bioscience Inc.", or such other name as agreed to by the Parties.

(b) **Registered Office.** The province in Canada where the registered office of Amalco shall be located is Ontario. The address of the registered office of Amalco shall be the registered office of Vibe.

(c) **Business and Powers.** There shall be no restrictions on the business that Amalco may carry on or on the powers it may exercise.

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

(e) **Share Transfer Restrictions**. The transfer of shares in the capital of Amalco shall be restricted in that no share shall be transferred without either (A) the consent of the directors of Amalco expressed by resolution passed by the board of directors or by an instrument or instruments in writing signed by all of such directors, or (B) the consent of the holders of shares in the capital of Amalco to which are attached more than 50% of the voting rights attaching to all shares for the time being outstanding entitled to vote at such time expressed by a resolution passed by such shareholders at a meeting duly called and constituted for that purpose or by an instrument or instruments in writing signed by all of such shareholders.

(f) **Number of Directors.** The number of directors of Amalco shall be not less than one (1) and not more than ten (10) as the shareholders of Amalco may from time to time determine by special resolution or, if empowered to do so by special resolution, as the directors of Amalco may from time to time determine.

(g) **Initial Directors.** The initial directors of Amalco shall be as follows:

Name	**Address**
Mark Waldron	**[*Personal Information Redacted*]**
Joe Starr	**[*Personal Information Redacted*]**

(h) **By-laws.** The by-laws of Amalco, until repealed, amended or altered, shall be the same as the by-laws of Altitude Subco with such amendments thereto as may be necessary to give effect to this Agreement.

(i) **Auditors.** The auditors of Amalco, until the first annual general meeting of shareholders of Amalco, shall be Davidson and Company LLP, unless and until such auditors resign or are removed in accordance with the provisions of the OBCA.

Section 2.4 Stated Capital.

(a) The amount added to the stated capital in respect of the Altitude Common Shares issuable by Altitude pursuant to Subsection 2.2(b)(i) shall be the aggregate of the paid-up capital (within the meaning of the Tax Act), determined immediately before the Effective Time, of the Vibe Common Shares exchanged for Altitude Common Shares pursuant to Subsection 2.2(b)(i).

(b) The amount added to the stated capital in respect of the Amalco Common Shares issuable by Amalco pursuant to Subsection 2.2(e) shall be the aggregate of the paid-up capital (within the meaning of the Tax Act), determined immediately before the Effective Time, of the Altitude Subco Common Shares exchanged for Amalco Common Shares pursuant to Subsection 2.2(b)(ii).

Section 2.5 Assets and Liabilities.

Each of Altitude Subco and Vibe shall contribute to Amalco all of its assets, subject to its liabilities, as they exist immediately before the Effective Date. Amalco shall possess all of the property, rights, privileges and franchises, as they exist immediately before the Effective Date, and shall be subject to all of the liabilities, contracts, disabilities and debts of each of the Altitude Subco and Vibe, as they exist immediately before the Effective Date. All rights of creditors against the properties, assets, rights, privileges and franchises of Altitude Subco and Vibe and all liens upon their properties, rights and assets shall be unimpaired by the Amalgamation and all debts, contracts, liabilities and duties of Altitude Subco and Vibe shall thenceforth attach to and may be enforced against Amalco. No action or proceeding by or against either of Altitude Subco or Vibe shall abate or be affected by the Amalgamation but, for all purposes of such action or proceeding, the name of Amalco shall be substituted in such action or proceeding in place of the name of Altitude Subco or Vibe, as applicable.

Section 2.6 United States Tax Matters

The Amalgamation is intended to qualify as a reorganization within the meaning of Section 368(a) of the U.S. Internal Revenue Code of 1986, as amended (the "Code") and this Agreement is intended to be a "plan of reorganization" within the meaning of the Treasury Regulations promulgated under Section 368 of the Code. Each Party, to the extent it is required to make any filings in the United States, agrees to treat the Amalgamation as a reorganization within the meaning of Section 368(a) of the Code for all U.S. federal income tax purposes, and agrees to treat this Agreement as a "plan of reorganization" within the meaning of the Treasury Regulations promulgated under Section 368 of the Code, and to not take any position on any Tax Return or otherwise take any Tax reporting position inconsistent with such treatment, unless otherwise required by Law, as determined by such Party in its sole discretion. Each Party hereto agrees to act in a manner that is consistent with the Parties' intention that the Amalgamation be

treated as a reorganization within the meaning of Section 368(a) of the Code for all United States federal income tax purposes. Notwithstanding any representations and covenants set forth in this Agreement, it is understood and agreed that neither Altitude nor Vibe provide any assurances to any Vibe Shareholder or other securityholder regarding the United States income tax consequences of the Amalgamation to any Vibe Shareholder or other securityholder.

Section 2.7 Privacy

(a) For the purposes of this Section 2.6, the following definitions shall apply:

(i) "**applicable law**" means, in relation to any Person, transaction or event, all applicable provisions of Applicable Law by which such Person is bound or having application to the transaction or event in question, including applicable privacy laws;

(ii) "**applicable privacy laws**" means any and all Applicable Law relating to privacy and the collection, use and disclosure of Personal Information in all applicable jurisdictions, including but not limited to the *Personal Information Protection and Electronic Documents Act* (Canada) and/or any comparable provincial law;

(iii) "**authorized authority**" means, in relation to any Person, transaction or event, any (a) federal, provincial, municipal or local governmental body (whether administrative, legislative, executive or otherwise), both domestic and foreign, (b) agency, authority, commission, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government, (c) court, arbitrator, commission or body exercising judicial, quasi-judicial, administrative or similar functions, and (d) other body or entity created wider the authority of or otherwise subject to the jurisdiction of any of the foregoing, including any stock or other securities exchange, in each case having jurisdiction over such Person, transaction or event; and

(iv) "**Personal Information**" means information (other than business contact information when used or disclosed for the purpose of contacting such individual in that individual's capacity as an employee or an official of an organization and for no other purpose) about an identifiable individual.

(b) The Parties hereto acknowledge that they are responsible for compliance at all times with applicable privacy laws which govern the collection, use or disclosure of Personal Information disclosed to either Party pursuant to or in connection with this Agreement (the "**Disclosed Personal Information**").

(c) Prior to the completion of the Amalgamation, none of Parties shall use or disclose the Disclosed Personal Information for any purposes other than those related to the performance of this Agreement and the completion of the Amalgamation. After the completion of the transactions contemplated herein, a Party may only

collect, use and disclose the Disclosed Personal Information for the purposes for which the Disclosed Personal Information was initially collected from or in respect of the individual to which such Disclosed Personal Information relates or for the completion of the transactions contemplated herein, unless (a) the Party shall have first notified such individual of such additional purpose, and where required by applicable law, obtained the consent of such individual to such additional purpose, or (b) such use or disclosure is permitted or authorized by applicable law, without notice to, or consent from, such individual.

(d) Each Party acknowledges and confirms that the disclosure of the Disclosed Personal Information is necessary for the purposes of determining if the Parties shall proceed with the Amalgamation, and that the Disclosed Personal Information relates solely to the completion of the Amalgamation.

(e) Each Party acknowledges and confirms that it has taken and shall continue to take reasonable steps to, in accordance with applicable law, prevent accidental loss or corruption of the Disclosed Personal Information, unauthorized input or access to the Disclosed Personal Information, or unauthorized or unlawful collection, storage, disclosure, recording, copying, alteration, removal, deletion, use or other processing of such Disclosed Personal Information.

(f) Subject to the following provisions, each Party shall at all times keep strictly confidential all Disclosed Personal Information provided to it, and shall instruct those employees or advisors responsible for processing such Disclosed Personal Information to protect the confidentiality of such information in a manner consistent with the Parties' obligations hereunder. Prior to the completion of the Amalgamation, each Party shall take reasonable steps to ensure that access to the Disclosed Personal Information shall be restricted to those employees or advisors of the respective Party who have a *bona fide* need to access to such information in order to complete the Amalgamation.

(g) Where authorized by applicable law, each Party shall promptly notify the other Parties to this Agreement of all inquiries, complaints, requests for access, variations or withdrawals of consent and claims of which the Party is made aware in connection with the Disclosed Personal Information. To the extent permitted by applicable law, the Parties shall fully co-operate with one another, with the persons to whom the Personal Information relates, and any authorized authority charged with enforcement of applicable privacy laws, in responding to such inquiries, complaints, requests for access, variations or withdrawals of consent and claims.

(h) Upon the expiry or termination of this Agreement, or otherwise upon the reasonable request of any Party, the other Parties shall forthwith cease all use of the Disclosed Personal Information acquired by it in connection with this Agreement and will return to the requesting Party or, at the requesting Party's request, destroy in a secure manner, the Disclosed Personal Information (and any copies thereof) in their possession.

ARTICLE 3
COVENANTS

Section 3.1 Covenants of the Altitude Entities

Each of the Altitude Entities covenants and agrees that, from the date of this Agreement until the earlier of the Effective Date or termination of this Agreement, except with the prior written consent of Vibe (such consent not to be unreasonably withheld, conditioned or delayed), and except as otherwise expressly permitted or specifically contemplated by this Agreement or required by Applicable Law:

(a) each of the Altitude Entities shall use commercially reasonable efforts to satisfy or cause the satisfaction of the conditions set forth in Section 5.1 and Section 5.3 as soon as reasonably practicable, to the extent the fulfillment of the same is within the control of the Altitude Entities;

(b) subject to compliance with Applicable Laws, Altitude shall complete the Altitude Disposition on terms satisfactory to Vibe, acting reasonably;

(c) subject to approval of the Altitude Meeting Matters by the Altitude Shareholders and receipt of all Appropriate Regulatory Approvals, Altitude shall cause the Altitude Common Shares to be de-listed from the TSX-V and then, with effect promptly following the Effective Date, be listed on the CSE;

(d) each of the Altitude Entities will not, directly or indirectly do, or permit to occur, any of the following:

(i) issue any securities (debt or equity), except for the issuance of Altitude Common Shares issuable on the exercise of currently outstanding convertible securities of Altitude;

(ii) alter or amend the Altitude Entities' articles or by-laws in any manner which may adversely affect the success of the Amalgamation, except as required to give effect to the matters contemplated herein;

(iii) split, combine or reclassify any outstanding securities of the Altitude Entities;

(iv) redeem, purchase or offer to purchase any of the Altitude Common Shares or Altitude Subco Common Shares or other securities;

(v) reorganize, amalgamate or merge with any other Person or other business organization whatsoever;

(vi) issue or commit to issue any Altitude Common Shares or Altitude Subco Common Shares, or rights, warrants or options to purchase such shares, or any securities convertible into such shares, except for the issuance of

Altitude Common Shares issuable on the exercise of currently outstanding convertible securities of Altitude; or

(vii) carry on any business or conduct any activities apart from those administrative activities required in connection with the completion of the Amalgamation and the other transactions contemplated in this Agreement, including the Altitude Disposition;

(e) the Altitude Entities shall promptly notify Vibe of:

(i) any Altitude Material Adverse Effect;

(ii) any notice or other communication from any Person alleging that the consent (or waiver, permit, exemption, order, approval, agreement, amendment or confirmation) of such Person is required in connection with this Agreement or the Amalgamation;

(iii) any notice or other communication from any Person to the effect that such Person is terminating or otherwise materially adversely modifying its relationship with Altitude as a result of this Agreement or the Amalgamation;

(iv) any notice or other communication from any Governmental Entity in connection with this Agreement (and Altitude shall contemporaneously provide a copy of any such written notice or communication to Vibe); or

(v) any filing, actions, suits, claims, investigations or proceedings commenced or, to its knowledge, threatened against, relating to or involving or otherwise affecting Altitude;

(f) the Altitude Entities shall not take any action, refrain from taking any action, or permit any action to be taken or not taken, inconsistent with this Agreement which might directly or indirectly interfere with or affect the consummation of the Amalgamation and the transactions contemplated hereby; provided, however, that nothing in this Agreement shall constrain the ability of the Board or Altitude's officers from complying with their fiduciary obligations;

(g) each Altitude Entity will, in all material respects, conduct itself so as to keep Vibe fully informed as to the material decisions required to be made or actions required to be taken with respect to the operation of its business, provided that such disclosure is not otherwise prohibited by reason of confidentiality obligation owed to a third party for which a waiver could not be obtained;

(h) upon receipt of a reasonable request of Vibe and at Vibe's expense, Altitude shall: (i) perform such reorganizations of its corporate structure, capital structure, business, operations and assets or such other transactions as Vibe may request, acting reasonably (each a "**Pre-Acquisition Reorganization**"), and (ii) cooperate with Vibe and its advisors to determine the nature of the Pre-Acquisition

Reorganizations that might be undertaken and the manner in which they would most effectively be undertaken and, if required, subject to the receipt of Altitude Shareholders; provided, however, that Altitude shall be under no obligation to complete any such Pre-Acquisition Reorganization if, in the opinion of Altitude's board of directors acting reasonably and taking into consideration the totality of the transactions contemplated hereby, the Pre-Acquisition Reorganization would have a material deleterious effect on Altitude or the Altitude Shareholders;

(i) the Altitude Entities shall co-operate fully with Vibe and use all reasonable commercial efforts to assist Vibe in its efforts to complete the Amalgamation, unless such co-operation and efforts would subject the Altitude Entities to liability or would be in breach of Applicable Law.

Section 3.2 Covenants of Vibe

Vibe covenants and agrees that, from the date of this Agreement until the earlier of the Effective Date or termination of this Agreement, except with the prior written consent of Altitude (such consent not to be unreasonably withheld, conditioned or delayed), and except as otherwise expressly permitted or specifically contemplated by this Agreement, required by Applicable Law or as required in connection with the U.S. Acquisition or the Vibe Financing:

(a) Vibe shall use its commercially reasonable efforts to satisfy or cause the satisfaction of the conditions set forth in Section 5.1 and Section 5.2 as soon as practicable, to the extent the fulfillment of the same is within the control of Vibe;

(b) Vibe will not, directly or indirectly do, or permit to occur, any of the following:

(i) alter or amend Vibe's articles or by-laws in any manner which may adversely affect the success of the Amalgamation, except as required to give effect to the matters contemplated herein;

(ii) split, combine or reclassify any outstanding securities of Vibe;

(iii) redeem, purchase or offer to purchase any of the Vibe Common Shares or other securities;

(iv) reorganize, amalgamate or merge with any other Person or other business organization whatsoever; or

(v) complete a Vibe Financing for aggregate gross proceeds in excess of $50,000,000.

(c) Vibe shall promptly notify Altitude in writing of:

(i) any Vibe Material Adverse Effect;

(ii) any notice or other communication from any Person alleging that the consent (or waiver, permit, exemption, order, approval, agreement,

amendment or confirmation) of such Person is required in connection with this Agreement or the Amalgamation;

(iii) any notice or other communication from any Person to the effect that such Person is terminating or otherwise materially adversely modifying its relationship with Vibe or any of the Vibe Subsidiaries as a result of this Agreement or the Amalgamation;

(iv) any notice or other communication from any Governmental Entity in connection with this Agreement (and Vibe shall contemporaneously provide a copy of any such written notice or communication to Altitude);

(v) any filing, actions, suits, claims, investigations or proceedings commenced or, to its knowledge, threatened against, relating to or involving or otherwise affecting Vibe or any of the Vibe Subsidiaries; or

(vi) the issuance of any equity securities or securities convertible thereinto.

(d) Vibe will, in all material respects, conduct itself so as to keep Altitude fully informed as to the material decisions required to be made or actions required to be taken with respect to the operation of its business, including for greater certainty, with respect to the U.S. Acquisition and the Vibe Financing, provided that such disclosure is not otherwise prohibited by reason of confidentiality obligation owed to a third party for which a waiver could not be obtained;

(e) Vibe shall ensure that the Vibe Information Circular complies with Applicable Law and will provide Vibe Shareholders with information in sufficient detail to permit them to form a reasoned judgment concerning the matters before them;

(f) Vibe will mail or will arrange to be distributed to Vibe Shareholders the Vibe Information Circular and other documentation required in connection with the Vibe Meeting in accordance with Applicable Law as soon as reasonably practicable;

(g) Vibe will convene and hold the Vibe Meeting in accordance with Applicable Law for the purpose of approving the matters to be considered at the Vibe Meeting; and

(h) Vibe shall:

(i) assist and cooperate with Altitude in the preparation and completion of the Altitude Information Circular and any other documents required by Applicable Law in connection with the Altitude Meeting and the Amalgamation;

(ii) shall ensure that any information furnished by or on behalf of Vibe for inclusion in the Altitude Information Circular complies in material respects with Applicable Law. Without limiting the generality of the

foregoing, Vibe shall ensure that any information furnished by or on behalf of Vibe for inclusion in the Altitude Information Circular does not contain any Misrepresentation, including with respect to the U.S. Acquisition and the U.S. Targets; and

(iii) promptly notify Altitude if it becomes aware that the Altitude Information Circular contains a Misrepresentation, or otherwise requires an amendment or supplement.

Section 3.3 Mutual Covenants

From the date of this Agreement until the earlier of the Effective Date or termination of this Agreement, each of Altitude and Vibe will use its commercially reasonable efforts to: (i) satisfy (or cause the satisfaction of) the conditions precedent to its obligations hereunder; (ii) not take, or cause to be taken, any action or cause anything to be done that would cause such obligations not to be fulfilled in a timely manner; and (iii) take, or cause to be taken, all other action and to do, or cause to be done, all other things necessary, proper or advisable under Applicable Law to complete the Amalgamation, including using commercially reasonable efforts:

(a) to consummate the Amalgamation in a timely manner and to timely prepare, negotiate, agree to and timely file any further documents, agreements and instruments required to be filed by either of the Parties or their respective affiliates to accomplish that purpose (all of which shall be in form and content reasonably satisfactory to each Party), including those required pursuant to the policies of the TSX-V and the CSE with respect to the delisting of the Altitude Common Shares on the TSX-V and the listing of the Altitude Common Shares on the CSE, pursuant to the requirements of applicable corporate and securities legislation relating to the Amalgamation and any other regulatory bodies having jurisdiction, to carry out the terms and objectives of this Agreement;

(b) to obtain all necessary consents, assignments, waivers and amendments to or terminations of any agreements and take such measures as may be appropriate to fulfill its obligations hereunder and to carry out the transactions contemplated hereby, including the Appropriate Regulatory Approvals;

(c) to effect all necessary registrations and filings and submissions of information requested by Governmental Authorities or required to be effected by it in connection with the Amalgamation, and to obtain all necessary waivers, consents and approvals required to be obtained by it in connection with the Amalgamation;

(d) to oppose, lift or rescind any injunction or restraining or other order seeking to stop, or otherwise adversely affecting its ability to consummate, the Amalgamation and to defend, or cause to be defended, any proceedings to which it is a party or brought against it or its directors or officers challenging this Agreement or the consummation of the transactions contemplated hereby; and

(e) each of the Altitude Entities and Vibe will use its commercially reasonable efforts to cooperate with the other in connection with the performance by the other of their obligations under this Section 3.3 and this Agreement including continuing to provide reasonable access to information and to maintain ongoing communications as between officers of Altitude and Vibe.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES

Section 4.1 Representations and Warrants of the Altitude

Altitude represents and warrants to and in favour of Vibe as set forth in Schedule "C" and acknowledges that Vibe is relying upon such representations and warranties in connection with entering into this Agreement. The representations and warranties of Altitude contained in this Agreement shall not survive the completion of the Amalgamation and shall expire and be terminated on the earlier of the Effective Time and the date on which this Agreement is terminated in accordance with its terms.

Section 4.2 Representations and Warranties of Vibe

Vibe represents and warrants to and in favour of Altitude as set forth in Schedule "D" and acknowledges that Altitude is relying upon such representations and warranties in connection with entering into this Agreement. The representations and warranties of Vibe contained in this Agreement shall not survive the completion of the Amalgamation and shall expire and be terminated on the earlier of the Effective Time and the date on which this Agreement is terminated in accordance with its terms.

ARTICLE 5
CONDITIONS PRECEDENT

Section 5.1 Mutual Conditions Precedent

The respective obligations of the Parties to consummate the transactions contemplated hereby, and in particular the Amalgamation, are subject to the satisfaction, on or before the Effective Date or such other time specified, of the following conditions:

(a) the Articles of Amalgamation to be filed with the Director in accordance with the Amalgamation shall be in form and substance satisfactory to each of the Parties, acting reasonably;

(b) there being no prohibition at Applicable Law against the completion of the Amalgamation;

(c) the TSX-V has accepted the delisting of the Altitude Common Shares, and such other matters required to effect the transactions contemplated hereby that may require TSX-V approval;

(d) the CSE has accepted for listing the Altitude Common Shares and the Altitude Disposition, and such other matters required to effect the transactions contemplated hereby that may require CSE approval;

(e) this Agreement shall not have been terminated in accordance with its terms; and

(f) Altitude and Vibe shall be satisfied, in their sole discretion, with the results of all due diligence investigations including in the case of Altitude, for greater certainty, but without limitation, with respect to the U.S. Targets.

The foregoing conditions are for the mutual benefit of the Parties and may be waived, in whole or in part, jointly by the Parties, without prejudice to their right to rely on any other such conditions, at any time. If any of the foregoing conditions are not satisfied or waived on or before the Outside Date, or if any circumstance, fact, change, event or occurrence shall have occurred that would render it impossible for any of the foregoing conditions to be satisfied on or before the Outside Date, then a Party may terminate this Agreement by written notice to the other Parties in circumstances where the failure to satisfy any such condition is not the result, directly or indirectly, of such terminating Party's breach of this Agreement.

Section 5.2 Additional Conditions to Obligations of the Altitude Entities

The obligation of the Altitude Entities to consummate the transactions contemplated hereby, and in particular the Amalgamation, is subject to the following conditions:

(a) the Vibe Shareholders shall have approved the Vibe Amalgamation Resolution at the Vibe Meeting among other matters and the Amalgamation; and such other matters that may be required to be approved in order to give effect to the Amalgamation;

(b) the representations and warranties of Vibe contained herein shall be deemed to have been made again on the Effective Date and shall be true and correct in all material respects as of all relevant dates, and Vibe shall have delivered a certificate executed by a senior officer to Altitude with respect to same;

(c) Vibe shall have complied in all material respects with its covenants herein, and Vibe shall have provided to the Altitude Entities a certificate executed by any senior officer or director certifying compliance with such covenants, and Vibe shall have delivered a certificate executed by a senior officer to Altitude with respect to same;

(d) Vibe shall have furnished the Altitude Entities with:

(i) a certificate of good standing for Vibe;

(ii) a certified copy of its articles and by-laws;

(iii) a certified copy of the resolutions duly passed by the board of directors of Vibe approving this Agreement and the consummation of the transactions contemplated hereby; and

(iv) a certified copy of the resolution of Vibe Shareholders, duly passed at the Vibe Meeting, approving, among other things, the Vibe Amalgamation Resolution; and

(e) holders of Vibe Common Shares representing not more than 5% of the Vibe Common Shares in the aggregate then outstanding shall have validly exercised their respective Vibe Dissent Rights, and not withdrawn their dissent.

The conditions in this Section 5.2 are for the exclusive benefit of the Altitude Entities and may be asserted by either of the Altitude Entities regardless of the circumstances or may be waived by either of the Altitude Entities in each of their sole discretion, in whole or in part, at any time and from time to time without prejudice to any other rights which the Altitude Entities may have. If any of the foregoing conditions are not satisfied or waived, either of the Altitude Entities may, in addition to any other remedies it may have at law or equity, terminate this Agreement; provided that, prior to the filing of the Articles of Amalgamation for the purpose of giving effect to the Amalgamation, the applicable Altitude Entity has delivered a written notice to Vibe, specifying in reasonable detail all breaches of covenants, representations and warranties or other matters which such Party is asserting as the basis for the non-fulfillment of the applicable conditions precedent, provided that where failure to satisfy any such condition is not the result, directly or indirectly, of such Party's breach of this Agreement. More than one such notice may be delivered by either Altitude Entity.

Section 5.3 Additional Conditions to Obligations of Vibe

(a) The obligation of Vibe to consummate the transactions contemplated hereby, and in particular the Amalgamation, is subject to the following conditions:

(i) the Altitude Disposition shall have been completed in a manner acceptable to Vibe, acting reasonably, including with respect to Altitude obtaining customary indemnities from the applicable purchaser;

(ii) Altitude having rectified, in a manner acceptable to Vibe, acting reasonably, all deficiencies noted on Schedule "C"(h),(i) and (y) and Schedule "C"(n) of the Altitude Disclosure Letter;

(iii) holders of Altitude Common Shares representing not more than 5.0% of the Altitude Common Shares in the aggregate then outstanding shall have validly exercised their respective Altitude Dissent Rights, and not withdrawn their dissent;

(iv) the shareholders of Altitude shall have approved at a meeting among other matters and subject to the completion of the Amalgamation: (i) a special resolution approving the Altitude Amended Articles; (ii) a special resolution to change the name of Altitude to "Hype Bioscience Corp.", or such other name as may be approved by the board; (iii) the election of Vibe's nominees to the board of directors of Altitude; (iv) the Altitude Disposition; (v) the de-listing of the Altitude Common Shares from the TSX Venture Exchange and listing of the Altitude Common Shares on the

CSE; (v) such other matters that may be required to be approved in order to give effect to the Amalgamation (the "**Altitude Meeting Matters**");

(v) Vibe being satisfied that the exchange of shares in connection with the Amalgamation shall be exempt from registration under all applicable United States federal and state securities laws;

(vi) the representations and warranties of the Altitude Entities contained herein shall be deemed to have been made again on the Effective Date and shall be true and correct in all material respects as of all relevant dates, and Altitude shall have delivered a certificate executed by a senior officer to Vibe with respect to same;

(vii) the Altitude Entities shall have complied in all material respects with its covenants herein, and the Altitude Entities shall have provided to Vibe a certificate executed by any officer or director certifying compliance with such covenants, and Altitude shall have delivered a certificate executed by a senior officer to Vibe with respect to same;

(viii) the Altitude Common Shares that are issued pursuant to the Amalgamation shall be issued as fully paid and non-assessable Altitude Common Shares, free and clear of all encumbrances, liens, charges and demands of whatsoever nature, except those pursuant to any escrow restrictions of the CSE or applicable securities laws; and

(ix) the Altitude Entities shall have furnished Vibe with the following:

(1) a certificate of good standing for each of the Altitude Entities;

(2) a certified copy of each Altitude Entities' articles and by-laws;

(3) a certified copy of the resolutions duly passed by the board of directors of each of the Altitude Entities approving this Agreement and the consummation of the transactions contemplated hereby;

(4) certified copies of the resolutions of the holders of Altitude Common Shares, duly passed, approving the Altitude Meeting Matters; and

(5) certified copies of the resolution of the holders of Altitude Subco Common Shares, duly passed, approving, among other things, the Altitude Subco Amalgamation Resolution.

The conditions in this Section 5.3 are for the exclusive benefit of Vibe and may be asserted by Vibe regardless of the circumstances or may be waived by Vibe in its sole discretion, in whole or in part, at any time and from time to time without prejudice to any other rights which Vibe may have. If any of the foregoing conditions are not satisfied or waived, Vibe may, in addition to any other remedies it may have at law or equity, terminate this Agreement; provided

that, prior to the filing of the Articles of Amalgamation for the purpose of giving effect to the Amalgamation, Vibe has delivered a written notice to the Altitude Entities, specifying in reasonable detail all breaches of covenants, representations and warranties or other matters which Vibe is asserting as the basis for the non-fulfillment of the applicable conditions precedent, provided that where failure to satisfy any such condition is not the result, directly or indirectly, of Vibe's breach of this Agreement. More than one such notice may be delivered by Vibe.

Section 5.4 Notice and Effect of Failure to Comply with Conditions

Each of the Altitude Entities and Vibe shall give prompt notice to the other of the occurrence, or failure to occur, at any time from the date hereof to the Effective Date of any event or state of facts which occurrence or failure would, or would be likely to: (i) cause any of the representations or warranties of such Party contained herein to be untrue or inaccurate in any material respect; or (ii) result in the failure to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by any Party hereunder; provided, however, that no such notification will affect the representations or warranties of the Parties or the conditions to the obligations of the Parties hereunder.

Section 5.5 Satisfaction of Conditions

The conditions set out in this Article 5 are conclusively deemed to have been satisfied, waived or released when, with the agreement of the Parties, the Articles of Amalgamation are filed under the OBCA to give effect to the Amalgamation.

ARTICLE 6
AMENDMENT

Section 6.1 Amendment

This Agreement may at any time and from time to time 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 securityholders and any such amendment may, without limitation:

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

(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; or

(d) waive compliance with or modify any other conditions precedent contained herein,

provided that no such amendment reduces or materially adversely affects the consideration to be received by a holder of Vibe Common Shares without approval by the affected holders of Vibe Common Shares given in the same manner as required for the approval of the Amalgamation.

ARTICLE 7
TERMINATION

Section 7.1 Termination

(a) This Agreement may be terminated at any time prior to the Effective Date:

(i) by mutual written consent of the Parties;

(ii) as provided in Section 5.1, Section 5.2, or Section 5.3; or

(iii) if the Effective Date has not occurred prior to the Outside Date.

(b) If this Agreement is terminated in accordance with the foregoing provisions of this Section 7.1, this Agreement shall forthwith become void and no Party shall have any liability or further obligation to the other Party hereunder except as provided in Section 2.6 and Article 11, which shall survive such termination, and provided that neither the termination of this Agreement nor anything contained in this Section 7.1(b) shall relieve any Party from any liability for any breach by it of this Agreement, including from any inaccuracy in any of its representations and warranties and any non-performance by it of its covenants made herein, prior to the date of such termination.

ARTICLE 8
NOTICES

Section 8.1 Notices

Any notice required or permitted to be given hereunder shall be in writing and shall be effectively given if (a) delivered personally, (b) sent prepaid courier service or mail, or (c) sent by e-mail or other similar means of electronic communication (confirmed on the same or following day by prepaid mail) addressed as follows:

(a) in the case of the Altitude Entities, to:

Altitude Resources Inc.
#1100 - 736-8th Avenue SW
Calgary, Alberta
T2P1H4

Attention: Eugene Wusaty
E mail: gwusaty@altituderesources.ca

with a copy, which shall not by itself constitute notice, to:

Pushor Mitchell LLP
301, 1665 Ellis Street
Kelowna, British Columbia

V1Y 2B3

Attention: Keith Inman
Email: inman@pushormitchell.com

(b) in the case of Vibe, to:

Vibe Bioscience Corporation
181 Bay Street, Suite 1800
Toronto, Ontario
M5J 2T9

Attention: Mark Waldron
Email: **[*Personal Information Redacted*]**

with a copy, which shall not by itself constitute notice, to:

Aird & Berlis LLP
181 Bay Street, Suite 1800
Toronto, Ontario
M5J 2T9

Attention: Sherri Altshuler
Email: saltshuler@airdberlis.com

Any notice, designation, communication, request, demand, or other document given, sent, or delivered as aforesaid shall:

(a) if delivered personally or sent by prepaid courier service, be deemed to have been given, sent, delivered and received on the date of delivery;

(b) if sent by mail as aforesaid, be deemed to have been given, sent, delivered and received on the fourth Business Day following the date of mailing, unless at any time between the date of mailing and the fourth Business Day thereafter there is a discontinuance or interruption of regular postal service, whether due to strike or lockout or work slowdown, affecting postal service at the point of dispatch or delivery or any intermediate point, in which case the same shall be deemed to have been given, sent, delivered and received in the ordinary course of the mail, allowing for such discontinuance or interruption of regular postal service; and

(c) if sent by email or other means of electronic communication, be deemed to have been received on the Business Day of the sending if sent during normal business hours (otherwise on the following Business Day).

ARTICLE 9
RIGHTS OF DISSENT

Section 9.1 Dissent Rights.

(a) A holder of Vibe Common Shares may exercise rights of dissent with respect to such Vibe Common Shares in connection with the Amalgamation (pursuant to and in the manner set forth in Section 185 of the OBCA (the "**Vibe Dissent Rights**")). A holder of Vibe Common Shares who duly exercises such Vibe Dissent Rights (including the sending of a notice of dissent to Vibe) ceases to have any rights as a holder of Vibe Common Shares, other than the right to be paid the fair value of such holder's Vibe Common Shares pursuant to Section 190 of the OBCA except in certain circumstances, including where:

(i) such holder withdraws the notice of dissent before Vibe makes an offer to such holder pursuant to Subsection 185(15) of the OBCA, or

(ii) Vibe fails to make an offer to such holder in accordance with Subsection 185(15) of the OBCA and such holder withdraws the notice of dissent.

(b) In either of the circumstances described in Subsection 9.1(a)(i) or (ii), or if a Dissenting Shareholder is ultimately determined not to be entitled, for any reason, to be paid fair value for its Vibe Common Shares, a holder of Vibe Common Shares shall be deemed to have participated in the Amalgamation, as of the Effective Time, on the same basis as a non-Dissenting Shareholder.

(c) A holder of Altitude Common Shares may exercise rights of dissent with respect to such Altitude Common Shares in connection with the Altitude Disposition pursuant to and in the manner set forth in Section 185 of the OBCA (the "**Altitude Dissent Rights**"). A holder of Altitude Common Shares who duly exercises such Altitude Dissent Rights (including the sending of a notice of dissent to Altitude) ceases to have any rights as a holder of Altitude Common Shares, other than the right to be paid the fair value of such holder's Altitude Common Shares pursuant to Section 190 of the OBCA except in certain circumstances, including where:

(i) such holder withdraws the notice of dissent before Altitude makes an offer to such holder pursuant to Subsection 185(15) of the OBCA, or

(ii) Altitude fails to make an offer to such holder in accordance with Subsection 185(15) of the OBCA and such holder withdraws the notice of dissent.

(d) In either of the circumstances described in Subsection 9.1(c)(i) or (ii), or if a Dissenting Shareholder is ultimately determined not to be entitled, for any reason, to be paid fair value for its Altitude Common Shares, a holder of Altitude Common Shares shall be deemed to have participated in the Amalgamation, as of the Effective Time, on the same basis as a non-Dissenting Shareholder

ARTICLE 10
CERTIFICATES

Section 10.1 Issuance of Certificates Representing Altitude Common Shares.

At or promptly after the Effective Time, Altitude shall deliver a treasury direction to the Transfer Agent for the benefit of the holders of Vibe Common Shares who will receive Altitude Common Shares in connection with the Amalgamation. After the Effective Time, the Transfer Agent, with respect to each non-Dissenting holder of Vibe Common Shares, shall deliver a certificate or shall electronically deposit with CDS Clearing and Depository Services Inc. that number of Altitude Common Shares which such holder has the right to receive. No interest shall be paid or accrued on unpaid dividends and distributions, if any, payable to holders of certificates that formerly represented Vibe Common Shares.

Section 10.2 Withholding Rights.

Vibe, Altitude and the Transfer Agent shall be entitled to deduct and withhold from any dividend or consideration otherwise payable to any holder of Altitude Common Shares or Vibe Common Shares such amounts as Vibe, Altitude or the Transfer Agent is required to deduct and withhold with respect to such payment under the Tax Act, or any provision of federal, provincial, territorial, state, local or foreign tax law, in each case, as amended. To the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes hereof as having been paid to the holder of the shares in respect of which such deduction and withholding was made, provided that such withheld amounts are actually remitted to the appropriate taxing authority. To the extent that the amount so required to be deducted or withheld from any payment to a holder exceeds the cash portion of the consideration otherwise payable to the holder, Vibe, Altitude and the Transfer Agent are hereby authorized to sell or otherwise dispose of such portion of the consideration as is necessary to provide sufficient funds to Altitude, Vibe or the Transfer Agent, as the case may be, to enable it to comply with such deduction or withholding requirement and Vibe, Altitude or the Transfer Agent shall notify the holder thereof and remit any unapplied balance of the net proceeds of such sale.

ARTICLE 11
STANDSTILL

(a) Each of the Parties hereby agrees from the date hereof until the earlier of the Effective Date or the termination hereof:

(i) not to initiate, propose, assist or participate in 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 any other form of transaction (unless the Parties have mutually agreed otherwise), inconsistent with completion of the Amalgamation hereby and not to take actions of any kind and that are not in the Ordinary Course which may reduce the likelihood of success of the Amalgamation;

(ii) not to take any action that would prevent the Amalgamation from being consummated on the terms contemplated by this Agreement; and

(iii) to cooperate fully with each other Party and to use their reasonable efforts to complete the Amalgamation.

(b) In the event either Party breaches this Article 11, such Party shall pay the non-breaching Party, or as such non-breaching Party directs in writing, by wire transfer of immediately available funds a break-fee of $300,000.

ARTICLE 12
GENERAL

Section 12.1 Assignment.

No Party may assign this Agreement or any of its rights, interests or obligations under this Agreement or the Amalgamation (whether by operation of law or otherwise) without the prior written consent of the other Parties.

Section 12.2 Binding Effect.

This Agreement and the Amalgamation shall be binding upon and shall enure to the benefit of Vibe and the Altitude Entities and their respective successors and permitted assigns.

Section 12.3 Third Party Beneficiaries.

Nothing in this Agreement, express or implied, shall be construed to create any third party beneficiaries.

Section 12.4 Waiver and Modification.

The Altitude Entities and Vibe 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. 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.

Section 12.5 No Personal Liability.

(a) No director or officer of Vibe shall have any personal liability whatsoever to the Altitude Entities under this Agreement, or any other document delivered in connection with the Amalgamation on behalf of Vibe.

(b) No director or officer of any of the Altitude Entities shall have any personal liability whatsoever to Vibe under this Agreement, or any other document

delivered in connection with the Amalgamation on behalf of Altitude, Altitude Resources Ltd. or Altitude Subco, as the case may be.

Section 12.6 Further Assurances.

Each Party shall, from time to time, and at all times hereafter, at the request of the other Parties, 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.

Section 12.7 Public Announcements.

The initial press release concerning the Amalgamation and any subsequent press release concerning this Agreement or the Amalgamation shall be an Altitude press release and Altitude agrees to consult with Vibe prior to issuing any news releases or public statements with respect to this Agreement or the Amalgamation, and, except as required under Applicable Laws, Altitude shall not issue any news releases or public statements inconsistent with the results of such consultation with Vibe. Subject to Applicable Laws, Altitude shall enable Vibe to review and comment on all such news releases prior to the release thereof. Altitude agrees to issue a news release with respect to this Amalgamation as soon as practicable following the execution of this Agreement. Altitude also agrees to consult with Vibe in preparing and making any filings and communications in connection with any Appropriate Regulatory Approvals.

Section 12.8 Expenses

(a) Altitude shall initially be responsible for the reasonable costs and expenses (including all legal, accounting and financial advisory fees and expenses) incurred by the Altitude Entities and Vibe in connection with the Amalgamation, the Vibe Financing and the US Acquisition, including expenses related to the preparation, execution and delivery of this Agreement and the documents referenced herein (the "**Expenses**").

(b) Notwithstanding (a), in the event that the Expenses paid by Altitude in connection with the Arrangement result in Altitude Resources Ltd. having a corporate cash balance of less than $100,000 upon completion of the Altitude Disposition, the Parties agree to cause Altitude to pay Altitude Resources Ltd. such amount as may be required to ensure that Altitude Resources Ltd.'s corporate cash balance on completion of the Altitude Disposition is equal to no less than $100,000.

(c) In the event the Amalgamation is not completed prior to the Outside Date, and should the corporate cash balance of Altitude be less than $100,000 at such time, Vibe shall be responsible for, and agrees to pay forthwith to or to the order of Altitude, an amount equal to the difference between $100,000 and the actual cash balance of Altitude at such time.

Section 12.9 Governing Law; Consent to Jurisdiction.

This Agreement shall be governed by and be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated in all respects as an Ontario contract. Each Party hereby irrevocably attorns to the jurisdiction of the courts of the Province of Ontario in respect of all matters arising under or in relation to this Agreement.

Section 12.10 Time of Essence.

Time is of the essence of this Agreement.

Section 12.11 Severability.

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.

Section 12.12 Entire Agreement and Paramountcy

This Agreement constitutes the full and entire understanding and agreement among the Parties with respect to the subject matter hereof, and any other written or oral agreement relating to the subject matter hereof existing between the Parties is expressly canceled.

Section 12.13 Counterparts.

This Agreement may be executed in one or more counterparts by original, electronically scanned or facsimile signature, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

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IN WITNESS WHEREOF the Parties have executed this Agreement as of the date hereinbefore written.

VIBE BIOSCIENCE CORPORATION

Per: /s/ "*Mark Waldron*"

Name: Mark Waldron
Title: President
Authorized Signatory

ALTITUDE RESOURCES INC.

Per: /s/ "*George W. Roberts*"

Name: George W. Roberts
Title: Director
Authorized Signing Officer

2657152 ONTARIO INC.

Per: /s/ "*Eugene Wusaty*"

Name: Eugene Wusaty
Title: President
Authorized Signing Officer

SCHEDULE "A"

Form of Vibe Amalgamation Resolution

RESOLVED THAT:

1. the amalgamation agreement (the "**Amalgamation Agreement**") between Vibe Bioscience Corporation (the "**Corporation**"), Altitude Resources Inc. and 2657152 Ontario Inc., a wholly owned subsidiary of Altitude, substantially in the form presented or described to the Shareholders, with such amendments or variations thereto as may be approved by any director or officer of the Corporation, such approval to be evidenced conclusively by their execution and delivery of any such amendments or variations, is hereby authorized and approved;

2. the amalgamation (the "**Amalgamation**") under Section 176 of the *Business Corporations Act* (Ontario) substantially as set forth in the Amalgamation Agreement is hereby approved;

3. notwithstanding that this resolution has been passed by the Shareholders, the directors of the Corporation are hereby authorized and empowered without further notice to, or approval of, the Shareholders, to determine not to proceed with the Amalgamation at any time prior to the filing of the articles giving effect to the Amalgamation, and the directors of the Corporation may, at their sole discretion, revoke this resolution before it is acted upon without further approval or authorization of the Shareholders;

4. any one officer and director of the Corporation be and is hereby authorized for and on behalf of the Corporation to execute and deliver all such instruments and documents and to perform and do all such acts and things as may be deemed advisable in such individual's discretion for the purpose of giving effect to this special resolution, the execution of any such document or the doing of any such other act or thing being conclusive evidence of such determination; and

5. all actions heretofore taken by or on behalf of the Corporation in connection with any matter referred to in any of the foregoing resolutions which were in furtherance of the Amalgamation are hereby approved, ratified and confirmed in all respects.

SCHEDULE "B"

Form of Altitude Subco Amalgamation Resolution

RESOLVED THAT:

1. the amalgamation agreement (the "**Amalgamation Agreement**") between Vibe Bioscience Corporation, Altitude Resources Inc. and 2657152 Ontario Inc. (the "**Corporation**"), substantially in the form presented or described to the Shareholder, with such amendments or variations thereto as may be approved by any director or officer of the Corporation, such approval to be evidenced conclusively by their execution and delivery of any such amendments or variations, is hereby authorized and approved;

2. the amalgamation (the "**Amalgamation**") under Section 176 of the *Business Corporations Act* (Ontario) substantially as set forth in the Amalgamation Agreement is hereby approved;

3. notwithstanding that this resolution has been passed by the Shareholder, the directors of the Corporation are hereby authorized and empowered without further notice to, or approval of, the Shareholder, to determine not to proceed with the Amalgamation at any time prior to the filing of the articles giving effect to the Amalgamation, and the directors of the Corporation may, at their sole discretion, revoke this resolution before it is acted upon without further approval or authorization of the Shareholder;

4. any one officer and director of the Corporation be and is hereby authorized for and on behalf of the Corporation to execute and deliver all such instruments and documents and to perform and do all such acts and things as may be deemed advisable in such individual's discretion for the purpose of giving effect to this special resolution, the execution of any such document or the doing of any such other act or thing being conclusive evidence of such determination; and

5. all actions heretofore taken by or on behalf of the Corporation in connection with any matter referred to in any of the foregoing resolutions which were in furtherance of the Amalgamation are hereby approved, ratified and confirmed in all respects.

SCHEDULE "C"

Representations and Warranties of Altitude

(a) Directors' Approvals. As of the date hereof, the Board (Doug Porter and Gene Wusaty abstaining) has unanimously (i) determined that the Amalgamation is in the best interests of the Altitude and is fair to Altitude Shareholders, (ii) resolved to recommend to Altitude Shareholders that they vote in favour of the Altitude Subco Amalgamation Resolution and (iii) approved the execution and performance of this Agreement.

(b) Organization and Qualification. Altitude is a corporation duly incorporated and validly existing under the laws of the Province of Ontario and has all necessary corporate power and authority to own its property and assets as now owned and to carry on its business as it is now being conducted. Altitude is duly qualified to do business and is in good standing in each jurisdiction in which the character of its properties, owned, leased, licensed or otherwise held, or the nature of its activities, makes such qualification necessary.

(c) Authority Relative to this Agreement. Altitude has all necessary corporate power, authority and capacity to enter into this Agreement and all other agreements and instruments to be executed by Altitude as contemplated by this Agreement, and to perform its obligations hereunder and under such agreements and instruments. The execution and delivery of this Agreement by Altitude and the performance by Altitude of its obligations under this Agreement have been duly authorized by the Board and, except for approving the Altitude Subco Amalgamation Resolution in the manner contemplated herein, and filing the Articles of Amalgamation with the Director, no other corporate proceedings on its part are necessary to authorize this Agreement or the Amalgamation, other than, with respect to the Altitude Information Circular, the Altitude Disposition and other matters relating thereto, the approval of the Board. This Agreement has been duly executed and delivered by Altitude, and constitutes a legal, valid and binding obligation of Altitude, enforceable against Altitude in accordance with its terms, subject to the qualification that such enforceability may be limited by bankruptcy, insolvency, reorganization or other laws of general application relating to or affecting rights of creditors and that equitable remedies, including specific performance, are discretionary and may not be ordered.

(d) No Violation. Neither the authorization, execution and delivery of this Agreement by Altitude nor the completion of the transactions contemplated by this Agreement or the Amalgamation, nor the performance of its obligations hereunder or thereunder, nor compliance by Altitude with any of the provisions hereof or thereof will result in a violation or breach of, constitute a default (or an event which, with notice or lapse of time or both, would become a default), require any consent or approval to be obtained or notice to be given under, or give rise to any third party right of termination, cancellation, suspension, acceleration, penalty or payment obligation or right to purchase or sale under, any provision of:

(i) its Constating Documents;

(ii) any Authorization or Contract to which Altitude is a party or to which it or any of its properties or assets are bound; or

(iii) any Laws (assuming compliance with the matters referred to in paragraph (e) below), regulation, order, judgment or decree applicable to Altitude or any of the Altitude Subsidiaries or any of their respective properties or assets;

except in the case of (ii) and (iii) above for such breaches, defaults, consents, terminations, cancellations, suspensions, accelerations, penalties, payment obligations or rights which would not individually or in the aggregate be material and adverse to Altitude and the Altitude Subsidiaries on an consolidated basis.

(e) Governmental Approvals. The execution, delivery and performance by Altitude of this Agreement and the consummation by Altitude of the Amalgamation requires no consent, waiver or approval or any action by or in respect of, or filing with, or notification to, any Governmental Authority other than: (i) sending the Articles of Amalgamation to the Director; (ii) compliance with any applicable Securities Laws and stock exchange rules and regulations; and (iii) any actions, filings or notifications the absence of which would not reasonably be expected to have, individually or in the aggregate, an Altitude Material Adverse Effect.

(f) Capitalization.

(i) The authorized share capital of Altitude consists of an unlimited number of Altitude Common Shares. As of the date hereof, there were issued and outstanding 26,375,908 Altitude Common Shares.

(ii) As of the date hereof an aggregate of up to 1,880,000 Altitude Common Shares are issuable upon the exercise of Altitude Options.

(iii) Except for Altitude Options, there are no securities, options, warrants, stock appreciation rights, restricted stock units, conversion privileges or other rights, agreements, arrangements or commitments (pre-emptive, contingent or otherwise) of any character whatsoever to which Altitude is a party or by which Altitude may be bound, obligating or which may obligate Altitude to issue, grant, deliver, extend, or enter into any such security, option, warrant, stock appreciation right, restricted stock unit, conversion privilege or other right, agreement, arrangement or commitment.

(iv) All outstanding Altitude Common Shares have been duly authorized and validly issued, are fully paid and non-assessable, and all Altitude Common Shares issuable upon the exercise of Altitude Options in accordance with their respective terms have been duly authorized and, upon issuance, will be validly issued as fully paid and non- assessable, and are not and will not be subject to, or issued in violation of, any pre-emptive rights. All securities of Altitude have been issued in compliance with all Applicable Laws and Securities Laws.

(v) There are no securities of Altitude outstanding which have the right to vote

generally (or are convertible into or exchangeable for securities having the right to vote generally) with the holders of the outstanding Altitude Common Shares on any matter. There are no outstanding contractual or other obligations of Altitude to repurchase, redeem or otherwise acquire any of its securities or with respect to the voting or disposition of any outstanding securities. There are no outstanding bonds, debentures or other evidences of indebtedness of Altitude or any of the Altitude Subsidiaries having the right to vote with the holders of the outstanding Altitude Common Shares on any matters.

(g) Ownership of Altitude Subsidiaries. Except for the Altitude Subsidiaries, Altitude does not own any direct or indirect equity interest of any kind in any other Person. Altitude beneficially owns, directly or indirectly, all of the issued and outstanding securities of the Altitude Subsidiaries. All of the outstanding shares in the capital of each Altitude Subsidiary are validly issued, fully-paid and non-assessable and all such shares are owned free and clear of all Liens.

(h) Reporting Status and Securities Laws Matters. Altitude is a "reporting issuer" or the equivalent and not on the list of reporting issuers in default under applicable Canadian provincial Securities Laws in British Columbia, Alberta, Saskatchewan, Manitoba and Ontario. Except as set forth in the Altitude Disclosure Letter, Altitude is in compliance, in all material respects, with all applicable Securities Laws and there are no current, pending or, to the knowledge of Altitude, threatened proceedings before any Securities Authority or other Governmental Authority relating to any alleged non-compliance with any Securities Laws. The Altitude Common Shares are listed on, and Altitude is in compliance in all material respects with the rules and policies of, the TSX-V. Except in connection with the Amalgamation and the other transactions contemplated in this Agreement, no delisting, suspension of trading in or cease trading order with respect to any securities of Altitude and to the knowledge of Altitude no inquiry or investigation (formal or informal) of any Securities Authority or the TSX-V is in effect or ongoing or, to the knowledge of Altitude, expected to be implemented or undertaken.

(i) Altitude Filings. Except as set forth in the Altitude Disclosure Letter, Altitude has filed all documents required to be filed by it in accordance with applicable Securities Laws with the Securities Authorities and/or the TSX-V. Altitude has filed or furnished all Altitude Filings required to be filed or furnished by Altitude with any Governmental Authority (including "documents affecting the rights of securityholders" and "material contracts" required to be filed by Part 12 of National Instrument 51-102 – *Continuous Disclosure Obligations*). Each of the Altitude Filings complied as filed in all material respects with applicable Securities Laws and did not, as of the date filed (or, if amended or superseded by a subsequent filing prior to the date of this Agreement, on the date of such filing), contain any Misrepresentation. Altitude has not filed any confidential material change report which at the date of this Agreement remains confidential.

(j) Financial Statements. The consolidated audited financial statements of Altitude for the year ended July 31, 2017 (including the notes thereto) and the related MD&A (collectively, the "**Altitude Financial Statements**") were prepared in accordance with IFRS consistently applied (except (a) as otherwise indicated in such financial statements

and the notes thereto or, in the case of audited statements, in the related report of Altitude's independent auditors, or (b) in the case of unaudited interim statements, are subject to normal period-end adjustments and may omit notes which are not required by Applicable Laws in the unaudited statements) and present fairly, in all material respects, the consolidated financial position, financial performance and cash flows of Altitude for the dates and periods indicated therein (subject, in the case of any unaudited interim financial statements, to normal period-end adjustments) and reflect reserves required by IFRS in respect of all material contingent liabilities, if any, of Altitude on a consolidated basis. There has been no material change in Altitude's accounting policies, except as publicly disclosed by Altitude.

(k) Internal Controls and Financial Reporting. Altitude has (i) designed disclosure controls and procedures to provide reasonable assurance that material information relating to Altitude and the Altitude Subsidiaries is made known to the Chief Executive Officer and Chief Financial Officer of Altitude on a timely basis, particularly during the periods in which the annual or interim filings are being prepared; (ii) designed internal controls over financial reporting to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with IFRS; (iii) has evaluated the effectiveness of Altitude's disclosure controls and procedures and has disclosed in its MD&A its conclusions about the effectiveness of its disclosure controls and procedures; and (iv) has evaluated the effectiveness of Altitude's internal control over financial reporting and has disclosed in its MD&A its conclusions about the effectiveness of internal control over financial reporting and, if applicable, the necessary disclosure relating to any material weaknesses. To the knowledge of Altitude, as of the date of this Agreement:

(i) there are no material weaknesses in, the internal controls over financial reporting of Altitude that could reasonably be expected to adversely affect Altitude's ability to record, process, summarize and report financial information; and

(ii) to the knowledge of Altitude, there is and has been no fraud, whether or not material, involving management or any other employees who have a significant role in the internal control over financial reporting of Altitude. Since April 30, 2018, Altitude has received no: (x) complaints from any source regarding accounting, internal accounting controls or auditing matters; or (y) expressions of concern from employees of Altitude regarding questionable accounting or auditing matters.

(l) Books and Records; Disclosure. The financial books, records and accounts of Altitude and the Altitude Subsidiaries: (i) have been maintained in accordance with Applicable Laws and IFRS on a basis consistent with prior years; (ii) are stated in reasonable detail and accurately and fairly reflect the material transactions, acquisitions and dispositions of the assets of Altitude and the Altitude Subsidiaries; and (iii) accurately and fairly reflect the basis for Altitude Financial Statements.

(m) Independent Auditors. Altitude's current auditors are independent with respect to Altitude within the meaning of the rules of professional conduct applicable to auditors in

Canada and there has never been a "reportable event" (within the meaning of National Instrument 51-102) with the current, or to the best knowledge of Altitude any predecessor, auditors of Altitude during the last three years.

(n) Minute Books. Except as set forth in the Altitude Disclosure Letter, the corporate minute books of Altitude contain minutes of all meetings and resolutions of its boards of directors and committees of its board of directors, other than those portions of minutes of meetings reflecting discussions of the Amalgamation, and shareholders, held according to Applicable Laws and are complete and accurate in all material respects.

(o) No Undisclosed Liabilities. Altitude and the Altitude Subsidiaries have no material outstanding indebtedness, liabilities or obligations, whether accrued, absolute, contingent or otherwise, and are not party to or bound by any suretyship, guarantee, indemnification or assumption agreement, or endorsement of, or any other similar commitment with respect to the obligations, liabilities or indebtedness of any Person, other than those specifically identified in Altitude Financial Statements, which relate to the proposed Amalgamation or incurred in the Ordinary Course and which are not material since the date of the most recent Altitude Financial Statements and that could not be retained in any manner by Altitude, directly or indirectly, subsequent to the Disposition.

(p) No Material Change. Since July 31, 2017:

(i) Altitude has conducted its business only in the Ordinary Course, excluding matters relating to the proposed Amalgamation or as otherwise publicly disclosed;

(ii) there has not occurred any event, occurrence or development or a state of circumstances or facts which has had or would, individually or in the aggregate, reasonably be expected to have any Altitude Material Adverse Effect;

(iii) except as publicly disclosed, there has not been any acquisition or sale by Altitude or the Altitude Subsidiaries of any material property or assets;

(iv) there has not been any incurrence, assumption or guarantee by Altitude or the Altitude Subsidiaries of any material debt for borrowed money, any creation or assumption by Altitude or the Altitude Subsidiaries of any Lien or any making by Altitude or the Altitude Subsidiaries of any material loan, advance or capital contribution to or investment in any other Person, except as disclosed in Altitude Financial Statements;

(v) there has been no dividend or distribution of any kind declared, paid or made by Altitude on any Altitude Common Shares;

(vi) Altitude has not effected or passed any resolution to approve a split, consolidation or reclassification of any of the outstanding Altitude Common Shares;

(vii) there has not been any material increase in or modification of the compensation payable to or to become payable by Altitude or the Altitude Subsidiaries to any of its directors, officers, employees or consultants or any grant to any such director, officer, employee or consultant of any increase in severance, change in control or termination pay or any increase or modification of any Employee Plans of Altitude (including the granting of Altitude Options) made to, for or with any of such directors, officers, employees or consultants; and

(viii) Altitude has not removed any auditor or director or terminated any senior officer.

(q) Litigation. There is no claim, action, suit, grievance, complaint, proceeding, arbitration, charge, audit, indictment or investigation that is pending or has been commenced or, to the knowledge of Altitude, is threatened affecting Altitude or the Altitude Subsidiaries or affecting any of its property or assets (whether owned or leased) at law or in equity. Neither Altitude nor any its assets or properties is subject to any outstanding judgment, order, writ, injunction or decree material to Altitude.

(r) Taxes.

(i) Altitude and each of the Altitude Subsidiaries has duly and timely filed all material Tax Returns required to be filed prior to the date hereof with the appropriate Governmental Authority and all such Tax Returns are true and correct in all material respects.

(ii) Altitude and each of the Altitude Subsidiaries has duly and timely paid all material Taxes, including all instalments on account of Taxes for the current year that are due and payable by it whether or not assessed by the appropriate Governmental Authority.

(iii) Altitude and each of the Altitude Subsidiaries has duly and timely collected all material amount of all Taxes required to be collected and has duly and timely paid and remitted the same to the appropriate Governmental Authority.

(iv) There are no material proceedings, investigations, audits or claims now pending against Altitude or the Altitude Subsidiaries in respect of any Taxes and no Governmental Authority has asserted in writing, or to the knowledge of Altitude, has threatened to assert against Altitude or the Altitude Subsidiaries any deficiency or claim for Taxes or interest thereon or penalties in connection therewith.

(v) There are no outstanding agreements, arrangements, waivers or objections extending the statutory period or providing for an extension of time with respect to the assessment or reassessment of Taxes or the filing of any Tax Return by, or any payment of Taxes by, Altitude or any of the Altitude Subsidiaries.

(vi) To the knowledge of Altitude, there are no material Liens for Taxes upon any property or assets of Altitude or any of the Altitude Subsidiaries (whether owned or leased), except Liens for current Taxes not yet due.

(vii) Altitude and each of the Altitude Subsidiaries is not a party to any agreement, understanding, or arrangement relating to allocating or sharing any material amount of Taxes.

(viii) Altitude and each of the Altitude Subsidiaries has duly and timely withheld from any amount paid or credited by it to or for the account or benefit of any Person, including any employees and any non-resident Person, the amount of all material Taxes and other deductions required by any Laws to be withheld from any such amount and has duly and timely remitted the same to the appropriate Governmental Authority.

(ix) Altitude is a "taxable Canadian corporation" for the purposes of the Tax Act.

(s) Data Privacy and Security. Neither Altitude nor any of the Altitude Subsidiaries have been notified in writing of and, to the knowledge of Altitude, is not the subject of any complaint, regulatory investigation or proceeding related to data security or privacy.

(t) Property. Altitude does not own or lease any real property.

(u) Sufficiency of Assets. Altitude has valid, good and marketable title to all personal property owned by them, free and clear of all Liens other than Permitted Liens.

(v) Material Contracts. Altitude is not a party to any material contracts.

(w) Authorizations.

(i) Altitude and the Altitude Subsidiaries have obtained and are in compliance with all material Authorizations required by Applicable Laws, necessary to conduct its current business as now being conducted.

(ii) All material Authorizations of Altitude and the Altitude Subsidiaries are in full force and effect, and, to the knowledge of Altitude, no suspension or cancellation thereof has been threatened.

(iii) No material Authorizations of Altitude or the Altitude Subsidiaries will in any way be affected by, or terminate or lapse by reason of, the transactions contemplated by this Agreement or any of the other agreements contemplated hereunder or executed herewith.

(iv) There are no facts, events or circumstances that would reasonably be expected to result in a failure to obtain or failure to be in compliance with such Authorizations as are necessary to conduct the business of Altitude or the Altitude Subsidiaries as it is currently being conducted.

(x) Environmental Matters.

(i) Altitude and each of the Altitude Subsidiaries has carried on its businesses and operations in compliance with all applicable Environmental Laws.

(ii) Neither Altitude nor any of the Altitude Subsidiaries have received any order, request or written notice from any Person either alleging a material violation of any Environmental Law or requiring that Altitude carry out any work, incur any costs or assume any liabilities, related to a violation of Environmental Laws or to any agreements with any Governmental Authority with respect to or pursuant to Environmental Laws.

(iii) To the knowledge of Altitude and each of the Altitude Subsidiaries, there are no hazardous substances or other conditions that could reasonably be expected to result in liability of or adversely affect Altitude and each of the Altitude Subsidiaries under or related to any Environmental Law or that could be retained in any manner by Altitude, directly or indirectly, subsequent to the Disposition.

(iv) There are no pending claims or, to the knowledge of Altitude and each of the Altitude Subsidiaries, threatened claims, against the Altitude Entities arising out of any Environmental Laws.

(y) Compliance with Laws.

(i) Except as set forth in the Altitude Disclosure Letter, Altitude and each of the Altitude Subsidiaries has complied with and is not in violation, in any material respect, of any Applicable Laws.

(ii) Altitude and each of the Altitude Subsidiaries has not received any written notices or other written correspondence from any Governmental Authority (1) regarding any violation (or any investigation, inspection, audit, or other proceeding by any Governmental Authority involving allegations of any violation) of any Law (other than Environmental Laws) or (2) of any circumstances that may have existed or currently exist which could lead to a loss, suspension, or modification of, or a refusal to issue, any material Authorization. To the knowledge of Altitude and each of the Altitude Subsidiaries, no investigation, inspection, audit or other proceeding by any Governmental Authority involving allegations of any material violation of any Law (other than Environmental Laws) is threatened or contemplated.

(iii) Neither the Altitude Entities nor, to the knowledge of the Altitude Entities, any of its directors, executives, representatives, agents or employees (i) has used or is using any corporate funds for any illegal contributions, gifts, entertainment or other expenses relating to political activity that would be illegal, (ii) has used or is using any corporate funds for any direct or indirect illegal payments to any foreign or domestic governmental officials or employees, (iii) has violated or is violating any provision of the *United States Foreign Corrupt Practices Act of 1977*, the *Corruption of Foreign Public Officials Act* (Canada) or any similar Laws of other jurisdictions, (iv) has established or maintained, or is maintaining, any illegal fund of corporate monies or other properties or (v) has made any bribe, illegal rebate, illegal payoff, influence payment, kickback or other illegal payment of any nature.

(z) Employment & Labour Matters.

(i) Neither Altitude, nor any of the Altitude Subsidiaries is: (1) except for an agreement with Eugene Wusaty, the terms of which have been disclosed to Vibe, party to any Contract providing for termination notice, payment in lieu of termination notice, change of control payments, or severance payments to, or any employment or consulting agreement with, any current or former director, officer or employee of Altitude other than such arising from any Applicable Law; and (2) party to any Collective Agreement nor, to the knowledge of Altitude, subject to any application for certification or threatened union-organizing campaigns for employees not covered under a Collective Agreement nor are there any current, or to the knowledge of Altitude, pending or threatened strikes or lockouts at Altitude or the Altitude Subsidiaries.

(ii) There are no labour disputes, strikes, organizing activities or work stoppages against Altitude or any of the Altitude Subsidiaries pending, or to knowledge of Altitude, threatened.

(iii) The execution, delivery and performance of this Agreement and the consummation of the Amalgamation will not result in the automatic acceleration of the time of payment or vesting of entitlements otherwise available under any Employee Plan of Altitude or any of the Altitude Subsidiaries.

(iv) Altitude and each of the Altitude Subsidiaries has been and is now in compliance, in all material respects, with all terms and conditions of employment, with respect to employment and labour, including, wages, hours of work, overtime, human rights, occupational health and safety and workers compensation, and there are no current, or, to the knowledge of Altitude, pending or threatened proceedings (including grievances, arbitration, applications or pending applications) before any Governmental Authority or labour arbitrator with respect to any of the foregoing Employee Plans of Altitude and the Altitude Subsidiaries (other than routine claim for benefits).

(v) To the knowledge of Altitude, no executive or manager of Altitude (A) has any present intention to terminate their employment, or (B) is a party to any confidentiality, non-competition, proprietary rights or other such agreement with any other Person besides Altitude or the Altitude Subsidiaries which would impede the business, be material to the performance of such employee's employment duties, or the ability of Altitude or any of the Altitude Subsidiaries or Vibe to conduct the business.

(vi) There are no outstanding assessments, penalties, fines, liens, charges, surcharges, or other amounts due or owing pursuant to any provincial workers' compensation statute or regulation, and nether Altitude nor any of the Altitude Subsidiaries has been reassessed in any material respect under such statute or regulation during the past three (3) years and, to the knowledge of Altitude, no audit of Altitude or any of the Altitude Subsidiaries is currently being performed

pursuant to any provincial workers' compensation statute or regulation, and, to the knowledge of Altitude, there are no claims or potential claims which may materially adversely affect Altitude's or any of the Altitude Subsidiaries' accident cost experience in respect of the business.

(xi) No Employee Plan of Altitude or any of the Altitude Subsidiaries contains or has ever contained a "defined benefit provision" as such term is defined in subsection 147.1 of the Tax Act.

(xii) All Employee Plans of Altitude and each of the Altitude Subsidiaries are and have been established, registered, funded and administered in all material respects: in (x) accordance with Applicable Laws and (y) in accordance with their terms. To the knowledge of Altitude, no fact or circumstance exists which could adversely affect the registered status of any such Employee Plan.

(xiii) All contributions, premiums or taxes required to be made or paid by Altitude or any of the Altitude Subsidiaries under the terms of each Employee Plan of Altitude or by Applicable Laws have been made in a timely fashion.

(aa) Brokers. No broker, investment banker, financial advisor or other Person is entitled to any broker's, finder's, financial advisor's or other similar fee or commission in connection with the transactions contemplated hereby based upon arrangements made by or on behalf of Altitude or any of the Altitude Subsidiaries.

(bb) Insurance. All insurance maintained by Altitude and each of the Altitude Subsidiaries is in full force and effect and in good standing and is in amounts and in respect of such risks as are normal and usual for companies of similar size and operations.

(cc) U.S. Securities Laws.

(i) Altitude is a "foreign private issuer" as defined under Rule 405 under the U.S. Securities Act;

(ii) There is no "Substantial U.S Market Interest" in the Altitude Common Shares, Altitude Options or Altitude Convertible Securities, as defined under Rule 902(j) of Regulation S under the U.S. Securities Act;

(iii) Altitude is not, as after giving effect to the Amalgamation and the other transaction contemplated by this Agreement, will not be, registered or required to be registered as an "investment company" pursuant to the United States Investment Company Act of 1940, as amended;

(iv) Neither Altitude nor any of its affiliates, nor any person acting on any of their behalf, has engaged or will engage in any "Directed Selling Efforts" as defined in Rule 902(c) of Regulation S under the U.S. Securities Act, or has taken or will take any action that would cause the exemption afforded by Section 4(a)(2) of the U.S. Securities Act, Rule 506(b) of Regulation D, or the exclusion afforded by Rule 903 of Regulation S, to be unavailable for the distribution of the

Altitude Common Shares, Altitude Options or Altitude_Convertible Securities under the Amalgamation;

(v) None of Altitude, any of its affiliates or any person acting on any of their behalf has offered or will offer to sell, or has solicited or will solicit offers to buy, any of its securities in the United States or to, or for the account or benefit of, U.S. Persons, by means of any form of general solicitation or general advertising (as those terms are used in Regulation D) or in any manner involving a public offering within the meaning of Section 4(a)(2) of the U.S. Securities Act, and will not do so for a period of six months following the completion of this Amalgamation, in a manner that would be integrated with the distribution of the Altitude Common Shares, Altitude Options or Altitude Convertible Securities under the Amalgamation and would cause the exemption from registration provided by Rule 506(b) of Regulation D to become unavailable with respect to such distribution of securities.

(vi) Neither Altitude nor any of its predecessors or affiliates has been subject to any order, judgment or decree of any court of competent jurisdiction temporarily, preliminarily or permanently enjoining such person for failure to comply with Rule 503 of Regulation D;

(vii) Altitude will, within prescribed time periods, prepare and file any forms or notices required under the U.S. Securities Act or applicable state securities laws in connection with the distribution of the Altitude Common Shares, Altitude Options and Altitude Convertible Securities in the United States; and

(dd) To the best of Altitude's knowledge after reasonable investigation, none of Altitude (including its predecessors or affiliated issuers), any director or executive officer, any non-executive officer participating in the Amalgamation, any shareholder holding or controlling 20% or more of the Altitude Common Shares, any current promoter of Altitude or any person that has been or will be paid (directly or indirectly) for the solicitation of holders of Vibe Common Shares, Vibe Options or Vibe Convertible Securities (a "**Compensated Solicitor**") and any general partner or managing member of any Compensated Solicitor or any executive officer, non-executive officer participating in the Amalgamation, or director of any Compensated Solicitor or general partner or managing member of such Compensated Solicitor is subject to a Disqualifying Event. For the purposes hereof, "Disqualifying Event" means any conviction, order, judgment, decree, suspension, expulsion, event or other matter set out in Rule 506(d)(1)(i) through (viii) of Regulation D that is currently in effect or which occurred within the periods set out in Rule 506(d)(1)(i) through (viii) and, without limiting the foregoing, includes criminal convictions, court injunctions or restraining orders, final orders of any state or federal regulator, SEC disciplinary orders, SEC cease-and-desist orders, SEC stop orders or orders suspending the Regulation A exemption, suspension or expulsion from membership in, or association with a member of, a self-regulatory organization (such as FINRA) or United States Postal Service false representation orders.

SCHEDULE "D"

Representations and Warranties of Vibe

(a) Organization and Qualification. Vibe is a corporation duly incorporated and validly existing under the laws of the Province of Ontario, and has all necessary corporate power and authority to own its property and assets as now owned and to carry on its business as it is now being conducted. Vibe is duly qualified to do business and is in good standing in each jurisdiction in which the character of its properties, owned, leased, licensed or otherwise held, or the nature of its activities, makes such qualification necessary.

(b) Authority Relative to this Agreement. Vibe has all necessary corporate power, authority and capacity to enter into this Agreement and all other agreements and instruments to be executed by Vibe as contemplated by this Agreement, and to perform its obligations hereunder and under such agreements and instruments. The execution and delivery of this Agreement by Vibe and the performance by Vibe of its obligations under this Agreement have been duly authorized by the board of directors of Vibe and, except for approving the Vibe Amalgamation Resolution in the manner contemplated herein, and filing the Articles of Amalgamation with the Director, no other corporate proceedings on its part are necessary to authorize this Agreement or the Amalgamation, other than, with respect to the Circular and other matters relating thereto, the approval of the board of directors of Vibe. This Agreement has been duly executed and delivered by Vibe, and constitutes a legal, valid and binding obligation of Vibe, enforceable against Vibe in accordance with its terms, subject to the qualification that such enforceability may be limited by bankruptcy, insolvency, reorganization or other laws of general application relating to or affecting rights of creditors and that equitable remedies, including specific performance, are discretionary and may not be ordered.

(c) No Violation. Neither the authorization, execution and delivery of this Agreement by Vibe nor the completion of the transactions contemplated by this Agreement or the Amalgamation, nor the performance of its obligations hereunder or thereunder, nor compliance by Vibe with any of the provisions hereof or thereof will result in a violation or breach of, constitute a default (or an event which, with notice or lapse of time or both, would become a default), require any consent or approval to be obtained or notice to be given under, or give rise to any third party right of termination, cancellation, suspension, acceleration, penalty or payment obligation or right to purchase or sale under, any provision of:

(i) its Constating Documents;

(ii) any Authorization or Contract to which Vibe is a party or to which it or any of its properties or assets are bound; or

(iii) any Laws (assuming compliance with the matters referred to in paragraph (d) below), regulation, order, judgment or decree applicable to Vibe or any of the Vibe Subsidiaries or any of their respective properties or assets;

except in the case of (ii) and (iii) above for such breaches, defaults, consents, terminations, cancellations, suspensions, accelerations, penalties, payment obligations or rights which would not have, individually or in the aggregate, a Vibe Material Adverse Effect or which are related to the U.S. Acquisition.

(d) Governmental Approvals. The execution, delivery and performance by Vibe of this Agreement and the consummation by Vibe of the Amalgamation requires no consent, waiver or approval or any action by or in respect of, or filing with, or notification to, any Governmental Authority other than: (i) sending the Articles of Amalgamation to the Director; (ii) compliance with any applicable Securities Laws and stock exchange rules and regulations; (iii) those that may be required in connection with the U.S. Acquisition; (iv) any actions, filings or notifications the absence of which would not reasonably be expected to have, individually or in the aggregate, a Vibe Material Adverse Effect.

(e) Capitalization.

(i) The authorized share capital of Vibe consists of an unlimited number of Class "A" common shares, Class "B" common shares, Class "A" preference shares and Class "B" preference shares. As of the date hereof, there were such number of issued and outstanding Class "A" common shares as disclosed in the Vibe Disclosure Letter, and no Class "A" preference shares, Class "B" preference shares, and Class "B" common shares outstanding.

(ii) As of the date hereof, there are no securities, options, warrants, stock appreciation rights, restricted stock units, conversion privileges or other rights, agreements, arrangements or commitments (pre-emptive, contingent or otherwise) of any character whatsoever to which Vibe or any of the Vibe Subsidiaries is a party or by which any of Vibe or the Vibe Subsidiaries may be bound, obligating or which may obligate Vibe or any of the Vibe Subsidiaries to issue, grant, deliver, extend, or enter into any such security, option, warrant, stock appreciation right, restricted stock unit, conversion privilege or other right, agreement, arrangement or commitment, except for in connection with the U.S. Acquisition and Vibe Financing and as disclosed in the Vibe Disclosure Letter.

(iii) All outstanding Vibe Shares have been duly authorized and validly issued, are fully paid and non-assessable and all Vibe Shares issuable upon the exercise of Vibe Options in accordance with their respective terms have been duly authorized and, upon issuance, will be validly issued as fully paid and non-assessable, and are not and will not be subject to, or issued in violation of, any pre-emptive rights. All securities of Vibe have been issued in compliance with all Applicable Laws and Securities Laws.

(iv) There are no securities of Vibe or of any of the Vibe Subsidiaries outstanding which have the right to vote generally (or are convertible into or exchangeable for securities having the right to vote generally) with the holders of the outstanding Vibe Shares on any matter. There are no outstanding contractual or other obligations of Vibe or any subsidiary to repurchase, redeem or otherwise

acquire any of its securities or with respect to the voting or disposition of any outstanding securities of any of the Vibe Subsidiaries. There are no outstanding bonds, debentures or other evidences of indebtedness of Vibe or any of the Vibe Subsidiaries having the right to vote with the holders of the outstanding Vibe Shares on any matters.

(f) Ownership of Vibe Subsidiaries. As of the date hereof, except for the Vibe Subsidiaries and certain direct or indirect equity interests to be acquired in connection with the U.S. Acquisition, Vibe does not own any direct or indirect equity interest of any kind in any other Person. Vibe beneficially owns, directly or indirectly, all of the issued and outstanding securities of the Vibe Subsidiaries. All of the outstanding shares in the capital of each Vibe Subsidiary are validly issued, fully-paid and non-assessable and all such shares are owned free and clear of all Liens.

(g) Books and Records; Disclosure. The financial books, records and accounts of Vibe and the Vibe Subsidiaries: (i) have been maintained in accordance with Applicable Laws and IFRS on a basis consistent with prior years; and(ii) are stated in reasonable detail and accurately and fairly reflect the material transactions, acquisitions and dispositions of the assets of Vibe and the Vibe Subsidiaries.

(h) Minute Books. The corporate minute books of Vibe contain minutes of all meetings and resolutions of its boards of directors and committees of its board of directors, other than those portions of minutes of meetings reflecting discussions of the Amalgamation, and shareholders, held according to Applicable Laws and are complete and accurate in all material respects.

(i) No Undisclosed Liabilities. Vibe and the Vibe Subsidiaries have no material outstanding indebtedness, liabilities or obligations, whether accrued, absolute, contingent or otherwise, and are not party to or bound by any suretyship, guarantee, indemnification or assumption agreement, or endorsement of, or any other similar commitment with respect to the obligations, liabilities or indebtedness of any Person, other than those which relate to the proposed Amalgamation or incurred in the Ordinary Course and which are not material.

(j) No Material Change. Since June 11, 2018, except with respect to the proposed Amalgamation, the Vibe Financing, the U.S. Acquisition and as disclosed in the Vibe Disclosure Letter:

(i) Vibe and the Vibe Subsidiaries has conducted its business only in the Ordinary Course;

(ii) there has not occurred any event, occurrence or development or a state of circumstances or facts which has had or would, individually or in the aggregate, reasonably be expected to have any Vibe Material Adverse Effect;

(iii) there has not been any acquisition or sale by Vibe or the Vibe Subsidiaries of any material property or assets except in the Ordinary Course;

(iv) there has not been any incurrence, assumption or guarantee by Vibe or the Vibe Subsidiaries of any material debt for borrowed money, any creation or assumption by Vibe or the Vibe Subsidiaries of any Lien or any making by Vibe or the Vibe Subsidiaries of any material loan, advance or capital contribution to or investment in any other Person;

(v) there has been no dividend or distribution of any kind declared, paid or made by Vibe on any Vibe Shares;

(vi) Vibe has not effected or passed any resolution to approve a split, consolidation or reclassification of any of the outstanding Vibe Shares;

(vii) there has not been any material increase in or modification of the compensation payable to or to become payable by Vibe or the Vibe Subsidiaries to any of their respective directors, officers, employees or consultants or any grant to any such director, officer, employee or consultant of any increase in severance, change in control or termination pay or any increase or modification of any Employee Plans of Vibe made to, for or with any of such directors, officers, employees or consultants, except for the grant of certain Vibe Options or in the Ordinary Course; and

(viii) Vibe has not removed any auditor or director or terminated any senior officer.

(k) Litigation. There is no claim, action, suit, grievance, complaint, proceeding, arbitration, charge, audit, indictment or investigation that is pending or has been commenced or, to the knowledge of Vibe, is threatened affecting Vibe or the Vibe Subsidiaries or affecting any of their property or assets (whether owned or leased) at law or in equity. Neither Vibe, the Vibe Subsidiaries nor any their respective assets or properties is subject to any outstanding judgment, order, writ, injunction or decree material to Vibe and the Vibe Subsidiaries on a consolidated basis.

(l) Taxes.

(i) Vibe and each of the Vibe Subsidiaries has duly and timely filed all material Tax Returns required to be filed prior to the date hereof with the appropriate Governmental Entities and all such Tax Returns are true and correct in all material respects.

(ii) Vibe and each of the Vibe Subsidiaries has duly and timely paid all material Taxes, including all instalments on account of Taxes for the current year that are due and payable by it whether or not assessed by the appropriate Governmental Authority.

(iii) Vibe and each of the Vibe Subsidiaries has duly and timely collected all material amount of all Taxes required to be collected and has duly and timely paid and remitted the same to the appropriate Governmental Authority.

(iv) There are no material proceedings, investigations, audits or claims now pending

against Vibe or the Vibe Subsidiaries in respect of any Taxes and no Governmental Authority has asserted in writing, or to the knowledge of Vibe, has threatened to assert against Vibe or the Vibe Subsidiaries any deficiency or claim for Taxes or interest thereon or penalties in connection therewith.

(v) There are no outstanding agreements, arrangements, waivers or objections extending the statutory period or providing for an extension of time with respect to the assessment or reassessment of Taxes or the filing of any Tax Return by, or any payment of Taxes by, Vibe or any of the Vibe Subsidiaries.

(vi) To the knowledge of Vibe, there are no material Liens for Taxes upon any property or assets of Vibe and the Vibe Subsidiaries (whether owned or leased), except Liens for current Taxes not yet due.

(vii) Vibe or the Vibe Subsidiaries are not a party to any agreement, understanding, or arrangement relating to allocating or sharing any material amount of Taxes.

(viii) Vibe and each of the Vibe Subsidiaries has duly and timely withheld from any amount paid or credited by it to or for the account or benefit of any Person, including any employees and any non-resident Person, the amount of all material Taxes and other deductions required by any Laws to be withheld from any such amount and has duly and timely remitted the same to the appropriate Governmental Authority.

(ix) Vibe is a "taxable Canadian corporation" for the purposes of the Tax Act.

(m) Property. Vibe and the Vibe Subsidiaries do not own or lease any real property, except for the leased Beiseker Facility and certain direct or indirect interests in real property to be acquired in connection with the U.S. Acquisition.

(n) Sufficiency of Assets. Vibe and the Vibe Subsidiaries have valid, good and marketable title to all personal property owned by them, free and clear of all Liens other than Permitted Liens. The assets and property owned, leased or licensed by Vibe and the Vibe Subsidiaries are sufficient, in all material respects, for conducting the business, as currently conducted, of Vibe.

(o) Material Contracts. With respect to the Material Contracts of Vibe:

(i) The Vibe Disclosure Letter contains a full and complete list of all Material Contracts of Vibe and the Vibe Subsidiaries as at the date hereof.

(ii) Vibe has made or will as soon as reasonably practicable following the date hereof make available to Altitude for inspection true and complete copies of all Material Contracts, including, for greater certainty, the U.S. Acquisition Agreements.

(iii) Except as would not be reasonably expected to result in, individually or in the aggregate, a Vibe Material Adverse Effect or as disclosed in the Vibe Disclosure

Letter, all of the Material Contracts are in full force and effect, and Vibe or one of the Vibe Subsidiaries is entitled to all rights and benefits thereunder in accordance with the terms thereof. Vibe or the applicable Vibe Subsidiaries has not waived any rights under a Material Contract and no material default or breach exists in respect thereof on the part of Vibe or the applicable Vibe Subsidiaries, or to the knowledge of Vibe, on the part of any other party thereto, and no event has occurred which, after the giving of notice or the lapse of time or both, would constitute such a default or breach or trigger a right of termination of any of such Material Contracts.

(iv) Except as disclosed in the Vibe Disclosure Letter, all of the Material Contracts are valid and binding obligations of Vibe or one of the Vibe Subsidiaries, as the case may be, enforceable in accordance with their respective terms, except as may be limited by bankruptcy, insolvency and other laws affecting the enforcement of creditors' rights generally and subject to the qualification that equitable remedies may only be granted in the discretion of a court of competent jurisdiction.

(v) As at the date hereof, neither Vibe nor any of the Vibe Subsidiaries has received written notice that any party to a Material Contract, intends to cancel, terminate or otherwise modify or not renew such Material Contract, and to the knowledge of Vibe, no such action has been threatened.

(vi) Neither the entering into of this Agreement, nor the consummation of the Amalgamation will trigger any change of control, termination or similar provisions in any of the Material Contracts.

(p) U.S. Acquisition.

(i) To the knowledge of Vibe, there are no defects, failures or impairments to the title of the assets owned by the U.S. Targets, or any of their respective subsidiaries, whether or not an action, suit, proceeding or inquiry is pending or threatened or whether or not discovered by any third party which in the aggregate could have a material adverse effect on the U.S. Targets, on Vibe (assuming completion of the U.S. Acquisition) or on Altitude (assuming the completion of the transaction contemplated in this Agreement), except that each of the U.S. Targets currently operate in the cannabis industry in certain states of the United States, which industry is illegal under United States federal law and could subject such assets to seizure by Governmental Authorities.

(ii) Vibe has no reason to believe that the representations and warranties of the U.S. Targets set forth in the definitive agreement(s) pursuant to which Vibe has or will complete the U.S. Acquisitions are not true and correct or that any of the U.S. Targets are in breach of any of their covenants in any such definitive agreement(s).

(q) Authorizations.

(i) Vibe and the Vibe Subsidiaries have obtained and are in compliance with all material Authorizations required by Applicable Laws, necessary to conduct their current business as now being conducted.

(ii) All material Authorizations of Vibe and the Vibe Subsidiaries are in full force and effect, and, to the knowledge of Vibe, no suspension or cancellation thereof has been threatened.

(iii) No material Authorizations of Vibe or any of the Vibe Subsidiaries will in any way be affected by, or terminate or lapse by reason of, the transactions contemplated by this Agreement or any of the other agreements contemplated hereunder or executed herewith.

(iv) There are no facts, events or circumstances that would reasonably be expected to result in a failure to obtain or failure to be in compliance with such Authorizations as are necessary to conduct the business of Vibe and the Vibe Subsidiaries as it is currently being conducted.

(r) Compliance with Laws.

(i) Vibe and each of the Vibe Subsidiaries have complied with and are not in violation, in any material respect, of any Applicable Laws except that each of the U.S. Targets currently operate in the cannabis industry in certain states of the United States, which operations are illegal under United States federal law.

(ii) Neither Vibe nor any of the Vibe Subsidiaries has received any written notices or other written correspondence from any Governmental Authority (1) regarding any violation (or any investigation, inspection, audit, or other proceeding by any Governmental Authority involving allegations of any violation) of any Law (other than Environmental Laws) or (2) of any circumstances that may have existed or currently exist which could lead to a loss, suspension, or modification of, or a refusal to issue, any material Authorization. To the knowledge of Vibe, no investigation, inspection, audit or other proceeding by any Governmental Authority involving allegations of any material violation of any Law (other than Environmental Laws) is threatened or contemplated.

(iii) Neither Vibe, the Vibe Subsidiaries nor, to the knowledge of Vibe, any of their directors, executives, representatives, agents or employees (i) has used or is using any corporate funds for any illegal contributions, gifts, entertainment or other expenses relating to political activity that would be illegal, (ii) has used or is using any corporate funds for any direct or indirect illegal payments to any foreign or domestic governmental officials or employees, (iii) has violated or is violating any provision of the *United States Foreign Corrupt Practices Act of 1977*, the *Corruption of Foreign Public Officials Act* (Canada) or any similar Laws of other jurisdictions, (iv) has established or maintained, or is maintaining, any illegal fund of corporate monies or other properties or (v) has made any

bribe, illegal rebate, illegal payoff, influence payment, kickback or other illegal payment of any nature; except that each of the U.S. Targets currently operate in the cannabis industry in certain states of the United States, which industry is illegal under United States federal law and the proceeds of such operations and the use of such proceeds could violate applicable United States federal anti-money laundering laws and regulations and other federal laws regarding the use of proceeds from a crime.

(s) Employment & Labour Matters.

(i) Except as disclosed in the Vibe Disclosure Letter, neither Vibe nor any of the Vibe Subsidiaries are: (1) party to any Contract providing for termination notice, payment in lieu of termination notice, change of control payments, or severance payments to, or any employment or consulting agreement with, any current or former director, officer or employee of Vibe or the Vibe Subsidiaries other than such arising from any Applicable Law; and (2) party to any Collective Agreement nor, to the knowledge of Vibe, subject to any application for certification or threatened union- organizing campaigns for employees not covered under a Collective Agreement nor are there any current, or to the knowledge of Vibe, pending or threatened strikes or lockouts at Vibe or the Vibe Subsidiaries.

(ii) There are no labour disputes, strikes, organizing activities or work stoppages against Vibe or any of the Vibe Subsidiaries pending, or to knowledge of Vibe, threatened.

(iii) The execution, delivery and performance of this Agreement and the consummation of the Amalgamation will not result in the automatic acceleration of the time of payment or vesting of entitlements otherwise available under any Employee Plan of Vibe or any of the Vibe Subsidiaries.

(iv) Vibe and each of the Vibe Subsidiaries has been and is now in compliance, in all material respects, with all terms and conditions of employment, with respect to employment and labour, including, wages, hours of work, overtime, human rights, occupational health and safety and workers compensation, and there are no current, or, to the knowledge of Vibe, pending or threatened proceedings (including grievances, arbitration, applications or pending applications) before any Governmental Authority or labour arbitrator with respect to any of the foregoing Employee Plans of Vibe and the Vibe Subsidiaries (other than routine claim for benefits).

(v) To the knowledge of Vibe, no executive or manager of Vibe or the Vibe Subsidiaries (A) has any present intention to terminate their employment, or (B) is a party to any confidentiality, non-competition, proprietary rights or other such agreement with any other Person besides Vibe or the Vibe Subsidiaries which would impede the business, be material to the performance of such employee's employment duties, or the ability of Vibe and any of the Vibe Subsidiaries, or Vibe and any of the Vibe Subsidiaries to conduct the business.

(vi) There are no outstanding assessments, penalties, fines, liens, charges, surcharges, or other amounts due or owing pursuant to any provincial workers' compensation statute or regulation, and nether Vibe nor any of the Vibe Subsidiaries has been reassessed in any material respect under such statute or regulation during the past three (3) years and, to the knowledge of Vibe, no audit of Vibe or any the Vibe Subsidiaries is currently being performed pursuant to any provincial workers' compensation statute or regulation, and, to the knowledge of Vibe, there are no claims or potential claims which may materially adversely affect Vibe's or any of the Vibe Subsidiaries' accident cost experience in respect of the business.

(xiv) No Employee Plan of Vibe or any of the Vibe Subsidiaries contains or has ever contained a "defined benefit provision" as such term is defined in subsection 147.1 of the Tax Act.

(xv) All Employee Plans of Vibe and the Vibe Subsidiaries are and have been established, registered, funded and administered in all material respects: in (x) accordance with Applicable Laws and (y) in accordance with their terms. To the knowledge of Vibe, no fact or circumstance exists which could adversely affect the registered status of any such Employee Plan.

(xvi) All contributions, premiums or taxes required to be made or paid by Vibe or any of the Vibe Subsidiaries under the terms of each Employee Plan of Vibe and the Vibe Subsidiaries or by Applicable Laws have been made in a timely fashion.

(t) Brokers. Except in connection with the Vibe Financing or as disclosed in the Vibe Disclosure Letter, no broker, investment banker, financial advisor or other Person is entitled to any broker's, finder's, financial advisor's or other similar fee or commission in connection with the transactions contemplated hereby based upon arrangements made by or on behalf of Vibe or any of the Vibe Subsidiaries.

(u) Insurance. All insurance maintained by Vibe and the Vibe Subsidiaries is in full force and effect and in good standing and is in amounts and in respect of such risks as are normal and usual for companies of similar size operating in the cannabis industry.