

## AMENDING AGREEMENT

**THIS AMENDING AGREEMENT** (the “**Agreement**”) is made as of the 18th day of December, 2018.

AMONG:

**VIBE BIOSCIENCE CORPORATION**, a corporation existing under the laws of the Province of Ontario

(“**Vibe**”)

AND:

**ALTITUDE RESOURCES INC.**, a corporation existing under the laws of the Province of Ontario

(“**Altitude**”)

AND:

**2657152 ONTARIO INC.**, a corporation existing under the laws of the Province of Ontario

(“**2657152**”)

**WHEREAS** Vibe, Altitude and 2657152 are parties to an amalgamation agreement dated as of October 10, 2018 (the “**Amalgamation Agreement**”);

**AND WHEREAS** each of Vibe, Altitude and 2657152 desire to amend the Amalgamation Agreement as set forth in this Agreement;

**NOW THEREFORE** in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The definition of “Outside Date” set forth in Section 1.1 of the Amalgamation Agreement be amended to replace the words “December 31, 2018” contained therein with the words “February 28, 2019”.
2. The definition of “Exchange Ratio” set forth in Section 1.1 of the Amalgamation Agreement be amended to:
  - (a) replace the number “12.04607” with “6.8830”; and
  - (b) delete the words “; 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.”

3. Section 2.2(b)(i) of the Amalgamation Agreement be amended to replace the words “Amalco Common Shares” with “Altitude Common Shares” in each instance where they appear.
4. The Amalgamation Agreement and this Agreement shall together constitute and be read as one and the same written instrument. Except as otherwise amended by the foregoing, the provisions of the Amalgamation Agreement shall be and continue in full force and effect and are hereby confirmed as of the date hereof.
5. This Agreement is personal in nature and may not be assigned in whole or in part without the express written consent of the other parties hereto. This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.
6. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The parties hereto acknowledge and agree that the courts of Ontario shall have the exclusive jurisdiction with respect to any dispute or other matter arising hereunder.

***[Remainder of this page left blank intentionally]***

7. 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.

**IN WITNESS WHEREOF** the Parties have executed this Agreement as of the date first written above.

**VIBE BIOSCIENCE CORPORATION**

per: /s/ "Mark Waldron"  
Mark Waldron  
Authorized Signatory

**ALTITUDE RESOURCES INC.**

per: /s/ "P.G. Gagnon"  
P.G. Gagnon  
Authorized Signatory

**2657152 ONTARIO INC.**

per: /s/ "Eugene Wusaty"  
Eugene Wusaty  
Authorized Signatory